

AGENDA
CITY COUNCIL MEETING
April 21, 2015

1. [Approval of Minutes – April 7, 2015](#)

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. [Proclamation - Arbor Day – April 24th](#)

4. [Action to Approve Application for Membership of Joe Ernst to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief](#)

5. [Action to Consider purchasing additional modules for space up to 14 people for \\$5,000 at the Fire Hall Tornado Shelter — Phil Monahan, Fire Chief](#)

Background: The free 4-person steel tornado shelter has been delivered to the Fire Hall, as promised. You can see it Sunday morning at the Firemen's breakfast.

We will have our Public Works' guys bolt this to the floor. If the floor isn't 8" thick, as required, or if the anchor bolt layout will hit an Aquipex heat line in the floor, we will need to remove and replace a section of concrete. The other option is to install the shelter outside on the sidewalk. The down side of that is: 1) firefighters manning the fire hall during a storm would have to go out of the building to get to the shelter; 2) we know the sidewalk outside is not 8" thick; and 3) the shelter is made of painted steel plates with no sealed roof that would rust in the weather.

Phil asked what the cost would be to add 4 person modules, and he received a quote for between \$2,600 and \$4,000 to increase the shelter rated capacity to 24 persons. I emailed you about reducing our 2015 budgeted fire department funds for bunker gear by that amount to use to pay for this additional shelter capacity. Some councilmember concern was expressed about doing this, so I asked the Mayor to have this on the agenda for council discussion.

Recommendation: The recommendation of Phil Monahan, Fire Chief, is to buy the extra capacity.

6. [Action on the Bid Received from Chartwells \(WSC\) to Prepare the Hot Meals as Part of the Nutrition Program for the Elderly at the Wayne Senior Center \(July 1st thru June 30th\) — Penny Vollbracht, Senior Center Director](#)

Background: We bid out the cost of providing Senior Center meals each year, and then we submit it to the Nebraska Area Agency on Aging for their approval for subsidies. This is the only bid we have received, and it is higher than last year. We currently ask for a suggested donation of \$4.50 per meal from the seniors over 60 years old. They can't be required to pay. Penny and I are in the process of analyzing the percentage of meals actually being paid for to determine how much the meal cost is being subsidized from the city budget. I'll have this information for you at the meeting.

Recommendation: The recommendation of Penny Vollbracht is to approve the low bid from Chartwells.

7. [Action on the recommendation of the Leadership Wayne Class for park equipment at the Summer Sports Complex — Heather Reinhardt](#)

Background: In 2013, the City Council approved budget funds to install playground equipment in 2014 at the Summer Sports Complex so parents could keep an eye on their younger kids while their older kids were playing ball and practicing. We spent all of 2014 rebuilding after the tornado and didn't get the equipment installed. The Council left the \$50,000 funding in the budget for this year, and the Leadership Wayne Group has made it one of their projects to select an equipment style and help install the equipment.

Recommendation: The Leadership Wayne group will present their two options and their recommendation at the meeting.

8. [Action on Request of an Ag Deferral for Special Assessments for Sanitary Sewer Extension District No. 2015-01 and Water Extension District No. 2015-01 — Steven F. Mrsny](#)

Background: State law provides for property owners of land zoned for agricultural use to request a deferral of payment of utility and paving assessments for paving and utility districts abutting their property until a future date when these owners decide to subdivide their own ground. Then the assessment schedule is applied to the deferred land. The owners of the Mrsny property have made this deferral request in accordance with state law.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to have Council acknowledgement and action to approve the request, although the deferral must be accepted according to state law.

9. [Ordinance 2015-12: Amending the Zoning Map – Blocks 5 and 6, College Hill First Addition from R-3 Residential District to R-5 Residential District \(Third and final Reading\)](#)

10. [Ordinance 2015-14: Amending Wayne Municipal Code, Section 90-10 Definitions \(Third and Final Reading\)](#)

11. [Ordinance 2015-15: Amending Wayne Municipal Code, Section 90-112 Permitted Principal Uses and Structures in an A-1 Agricultural District \(Third and Final Reading\)](#)

12. [Ordinance 2015-16: Amending Wayne Municipal Code Section 90-114 Exceptions in the A-1 Agricultural District \(Third and Final Reading\)](#)

13. [Ordinance 2015-17: Amending Wayne Municipal Code, Section 90-115 Conditions for Granting Exceptions in the A-1 Agricultural District \(Third and Final Reading\)](#)

14. [Ordinance 2015-18: Amending Wayne Municipal Code, by adding Section 90-121 Permitted Conditional Uses in the A-1 Agricultural District \(Third and Final Reading\)](#)

15. [Ordinance 2015-19: Amending Wayne Municipal Code, Section 90-142 Permitted Principal Uses and Structures in the A-2 Agricultural Residential District \(Third and Final Reading\)](#)

16. [Ordinance 2015-20: Amending Wayne Municipal Code, by adding Section 90-150 Permitted Conditional Uses in the A-2 Agricultural Residential District \(Second Reading\)](#)
17. [Ordinance 2015-21: Amending Wayne Municipal Code, Section 90-352 Permitted Principal Uses and Structures in the B-1 Highway Business District \(Third and Final Reading\)](#)
18. [Ordinance 2015-22: Amending Wayne Municipal Code, by Adding Section 90-363 Permitted Conditional Uses in the B-1 Highway Business District \(Third and Final Reading\)](#)
19. [Ordinance 2015-23: Amending Wayne Municipal Code, Section 90-482 Permitted Principal Uses and Structures in the I-1 Light Industrial and Manufacturing District \(Third and Final Reading\)](#)
20. [Ordinance 2015-24: Amending Wayne Municipal Code, Section 90-512 Permitted Principal Uses and Structures in the I-2 Heavy Industrial and Manufacturing District \(Third and Final Reading\)](#)
21. [Ordinance 2015-27: Amending Wayne Municipal Code, Section 78-134 relating to Parking Time Limits of 15 Minutes, 30 Minutes and One Hour \(Bailey's Hair & Nails - 3 stalls\) \(Second Reading\)](#)
22. [Ordinance 2015-28: Vacating a Portion of the Frontage Road North of the Wayne Veterinary Clinic \(Second Reading\)](#)
23. [Resolution 2015-43: Accepting Bid and Awarding Contract on the "Airport Lift Station Project" — Mark Albenesius for \\$87,353.00](#)

Background: This is the lowest of three bids received, and the contractor plans to begin work almost immediately. The bid is almost the same amount as the engineer's estimate. This sewer system will operate like the sewer serving the sports complex. It will have a holding tank and lift station to pump sewage through a 1½" flexible force main pipe, which will be pulled through the abandoned 4" natural gas main that is under Logan Creek from the airport to our sewer manhole on Industrial Road. The cost to connect the airport to the city sewer system will be paid for over time using sewer revenues. Information on the bids is in the packet.

Recommendation: The recommendation of Nancy Braden, Airport Authority Treasurer, and Lowell Johnson, City Administrator, is to approve the bid and award the contract.

24. [Resolution 2015-44: Approving Joint Defense and Common Interest Agreement between Northeast Nebraska Public Power District, City of South Sioux City, City of Wakefield, City of Wayne, and the Law Firm of Baird Holm](#)

Background: NPPD has now given official notice that it plans to charge a higher wholesale rate to those customers that don't sign their new wholesale power contract. It appears clear in our existing contract and in state law enabling NPPD to be a public power entity law that all customers must be charged the lowest price, and our contract allows any customer to give notice to reduce our purchases and not renew without any language about penalty or cost.

This agreement joins Wayne with Wakefield, Northeast PPD, and South Sioux to retain special legal counsel to examine the known details of NPPD's plans and the language of our existing contract. This agreement will allow you, as elected officials representing the Wayne ratepayers, to be privy to the legal opinion.

Recommendation: The recommendation of Gene Hansen, Chief of Electric Production, and Lowell Johnson, City Administrator, is to sign the agreement and join the other customers.

25. [Resolution 2015-45:](#) Approving solicitation of an agreement with Advanced Consulting Engineering Services of West Point for the design and construction services for Sanitary Sewer Extension Project from Chief's Way South 900 Feet

Background: We have discussed this project in the past. It would connect a sewer line to a manhole on Chief's Way and extend it south 900 feet along the county right-of-way to serve nine industrial and commercial properties. This area is all outside the city limits, and we would recover the costs from future hook-up fees that would be equal to the assessments if a sewer district had been created.

The estimated cost to build this is \$47,000, including engineering fees. The contribution back to the City for existing lift station and force main costs from future hook-up fees for these nine properties would be \$37,000.

26. [Action to Approve proposed Draft of Transfer Station Agreement and to authorize City Staff to bid out](#)

Background: The current three-year operating agreement with Gill Hauling to run the transfer station expires in June, and the Council, at the January retreat, expressed a desire for a higher return on the operator agreement. If you approve this amended version, we will advertise it for bids for a new three-year contract.

Recommendation: The Green Team has added additional terms in the agreement to enhance the city's recycling program and recommends the agreement, as proposed.

27. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

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**MINUTES
CITY COUNCIL MEETING
April 7, 2015**

The Wayne City Council met in regular session at City Hall on Tuesday, April 7, 2015, 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, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Nick Muir and Jason Karsky.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on March 26, 2015, 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 Giese made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of March 17, 2015, 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 Muir and Karsky who were 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 3/17/15: CHANGE LINPEPCO FROM \$229 TO \$226

VARIOUS FUNDS: ALL-AMERICAN PUBLISHING, SE, 224.00; AMERICAN BROADBAND, SE, 2501.19; AMERITAS, SE, 5417.56; APPEARA, SE, 337.58; AS CENTRAL SERVICES, SE, 448.00; BARCO MUN PRODUCTS, SU, 195.00; BEHLEN MFG, SU, 2750.00; BLACK HILLS, SE, 1145.99; BLUE CROSS BLUE SHIELD, SE, 61613.99; BOMGAARS, SU, 1027.19; CITY EMPLOYEE, RE, 162.32; CARHART LUMBER, SU, 1139.18; CENTURYLINK, SE, 315.12; CITY OF WAYNE, RE, 400.00; CITY OF WAYNE, RE, 550.00; CITY OF WAYNE, RE, 90.00; CITY OF WAYNE, PY, 138051.63; CITY OF WAYNE, RE, 717.10; COLONIAL RESEARCH, SU, 111.56; COMMUNITY HEALTH, RE, 8.00; CONSOLIDATED MANAGEMENT, SE, 363.50; COPY WRITE, SE, 519.95; DANKO EMERGENCY EQUIPMENT, SU, 695.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 2004.05; DGR & ASSOCIATES, SE, 525.00; DUNRITE,

SU, 160.36; DUTTON-LAINSON, SU, 477.12; ECHO GROUP, SU, 1382.80; CITY EMPLOYEE, RE, 653.36; ELECTRIC PUMP, SU, 486.27; ELLIOT EQUIPMENT, SE, 599.09; ENGINEERED CONTROLS, SE, 790.00; FAITH REGIONAL, SE, 30.00; FASTENAL, SU, 24.15; FIREGUARD, RE, 4093.59; FIRST CONCORD GROUP, SE, 3,476.32; FLOOR MAINTENANCE, SU, 482.46; GALE GROUP, SU, 37.18; GILL HAULING, SE, 170.50; GLEN'S AUTO BODY, SE, 125.94; GROSSENBURG IMPLEMENT, SU, 828.27; HD SUPPLY WATERWORKS, SU, 1053.04; ICC, FE, 125.00; ICMA, SE, 14635.08; IRS, TX, 52634.49; JEO CONSULTING GROUP, SE, 38666.38; KRIZ-DAVIS, SU, 21949.22; LEAGUE OF NEBRASKA, FE, 2392.00; LOUIS BENSOTER, RE, 4461.74; LOVE SIGNS, SE, 521.94; CITY EMPLOYEE, RE, 40.00; MICHAEL TODD & CO, SU, 1203.45; MIDWEST SERVICE & SALES, SU, 1525.00; N.E. NEB ECONOMIC DEV DIS, SE, 120.00; CITY EMPLOYEE, RE, 1169.39; NE AIR FILTER, SU, 159.43; NE COLORADO CELLULAR, SE, 234.55; NE DEPT OF REVENUE, TX, 7744.41; NE DEPT OF ROADS, SE, 2500.00; NE NEB INS AGENCY, SE, 78181.00; NE PUBLIC HEALTH, SE, 1383.00; NORTHEAST NE RED CROSS, RE, 39.24; NNPPD, SE, 4166.00; NORTHWEST ELECTRIC, SE, 332.65; O'REILLY AUTOMOTIVE STORE, SU, 34.85; ONE CALL CONCEPTS, SE, 84.75; QUALITY FOODS, SU, 17.13; RESCO, SU, 860.63; SANTA FE SYSTEMS, SU, 368.36; SCOREBOARD SERVICE, SE, 1070.00; STADIUM SPORTING GOODS, SU, 2140.00; STAPLES ADVANTAGE, SU, 441.51; TERRENCE BARTLING, RE, 500.00; THE MAX AGAIN, SU, 55.31; TOM'S BODY & PAINT SHOP, SE, 263.26; TONI HYTREK, SE, 700.00; TYLER TECHNOLOGIES, SE, 187.50; ULTRAMAX AMMUNITION, SU, 1932.00; UNITED WAY, RE, 14.00; US BANK, SU, 7898.45; UTILITIES SECTION, FE, 2156.00; VAKOC CONSTRUCTION, SU, 155.96; VAN DIEST SUPPLY, SU, 624.00; VERIZON, SE, 99.26; WAED, RE, 7216.66; WAYNE COUNTRY CLUB, RE, 8969.20; WAYNE HERALD, SU, 48.00; WESCO, SU, 3616.64; WIGMAN CO, SE, 751.36; WINDOM RIDGE, RE, 2691.34; WINGATE INN, SE, 359.80; ADVANCED CONSULTING, SE, 9000.00; CERTIFIED TESTING SERVICE, SE, 2881.50; CHARTWELLS, SE, 5901.88; CITY OF WAYNE, RE, 35.00; CITY OF WAYNE, SU, 49.50; CONSOLIDATED MANAGEMENT, SE, 154.25; DEMCO, SU, 205.31; DUTTON-LAINSON, SU, 485.03; ECHO GROUP, SU, 203.76; ELECTRONIC SYSTEMS, SU, 65.00; GALE GROUP, SU, 249.75; HIRERIGHT SOLUTIONS, SE, 20.00; INGRAM BOOK CO, SU, 547.72; JILL BRODERSEN, AIA, SE, 576.00; KTCH, SE, 741.00; MAIN STREET AUTO CARE, SE, 130.00; MARCO, SE, 130.51; MATHESON TRI-GAS, SU, 29.76; MIDWEST LABORATORIES, SE, 280.50; NORTHEAST NEBRASKA NEWS, SU, 30.00; ORIENTAL TRADING CO, SU, 171.18; PAC N SAVE, SU, 182.43; PENGUIN RANDOM HOUSE, SU, 221.25; SKARSHAUG TESTING LAB, SE, 135.39; STADIUM SPORTING GOODS, SU, 97.50; CITY EMPLOYEE, RE, 90.72; WASTE CONNECTIONS, SE, 72.05; WAYNE COUNTY CLERK, SE, 118.00; WAYNE VETERINARY CLINIC, SE, 28.00; ZACH HEATING & COOLING, SU, 5316.50

Councilmember Haase made a motion, which was seconded by Councilmember Greve, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent and Councilmember Brodersen who abstained due to a conflict of interest, the Mayor declared the motion carried.

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

Steve Lutt and Pat Melena, representing the "Rebuild Hank Committee," updated the Council on the proposed design of the Hank Overin Field Grandstand Project, in addition to the improvements that have been made this spring to the facility.

Councilmember Giese requested Administrator Johnson to email the Council the operating budget for the ballpark.

Sandy Brown, Chair of the Wayne Green Team, was present to obtain "Go Green Pledges" from the Councilmembers indicating what activities they plan to do over the course of the upcoming year to reduce the amount of waste they create. In addition, she talked about partnerships between the Wayne Green Team and Wayne State College to conduct Earth Day activities, in conjunction with the 40th anniversary observance of Earth Day.

Phil Monahan, Fire Chief, updated the Council on the storm shelter that is being donated to the Wayne Volunteer Fire Department. This storm shelter will hold up to six six people, but more modules can be added at \$950 per module. This will be located at the Fire Hall.

Mayor Chamberlain stated the time was at hand for the public hearing regarding an application for a Retail Class C Liquor License for Lewellyn B. Whitmore Post 5291, d/b/a "Wayne Vets Club."

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

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

Councilmember Giese introduced Resolution No. 2015-39 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2015-39

A RESOLUTION APPROVING APPLICATION FOR RETAIL CLASS C LIQUOR LICENSE — LEWELLYN B. WHITMORE POST 5291, D/B/A "WAYNE VETS CLUB."

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

Darin Greunke, Leader of the Sharp Shooters 4-H Club, was present requesting Council consideration to allowing them to rent the Community Activity Center to host the 2016 Nebraska State 4-H BB Gun and Air Rifle Championships on April 2nd and 3rd, with set up on April 1st. They host this event every four years.

Discussion took place regarding the rental rates to be charged.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve approving the request of Darin Greunke, Leader of the Sharp Shooters 4-H Club, to rent the Wayne Community Activity Center to host the 2016 Nebraska State 4-H BB Gun and Air Rifle Championships on April 2nd and 3rd, with setup on April 1st, with the rental rate being the same as what they were charged four years ago.

Councilmember Giese wanted the Council to review the rental rates for all city facilities at a future meeting.

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

Darin Greunke, Leader of the Sharp Shooters 4-H Club, was present requesting Council consideration to allowing them to operate a shooting gallery style air gun trailer at the Henoween and Chicken Show activities in July.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, approving the request of Darin Greunke, Leader of the Sharp Shooters 4-H Club, to operate a

shooting gallery style air gun trailer at the Henoween and Chicken Show activities in July. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance No. 2015-11, and moved for approval of the third and final reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2015-11

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHWEST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE (SOUTHVIEW ADDITION).

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

Councilmember Eischeid introduced Ordinance No. 2015-12, and moved for approval of the second reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2015-12

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF BLOCKS 5 AND 6, COLLEGE HILL FIRST ADDITION, CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM R-3 RESIDENTIAL DISTRICT TO R-5 RESIDENTIAL DISTRICT.

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

Councilmember Eischeid introduced Ordinance No. 2015-14, and moved for approval of the second reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2015-14

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, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Eischeid introduced Ordinance No. 2015-15, and moved for approval of the second reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2015-15

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-112 PERMITTED PRINCIPAL USES AND 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, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Eischeid introduced Ordinance No. 2015-16, and moved for approval of the second reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-16

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-114 EXCEPTIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Eischeid introduced Ordinance No. 2015-17, and moved for approval of the second reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-17

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-115 CONDITIONS FOR GRANTING EXCEPTIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Discussion took place concerning Ordinance No. 2015-18, and more particularly regarding the number of animal units that should be allowed in an A-2 district adjacent and not adjacent to the city limits or any R District.

Councilmember Eischeid introduced Ordinance No. 2015-18, and moved for approval of the second reading thereof with the following amendments:

Sec. 90-121 Permitted Conditional Uses

A building or premises in an A-1 district may be used for the following in conformance with the prescribed conditions:

1. Second Class Animal Production
 - a. Where the parcel is adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One~~ **Two (2)** animal units per acre, ~~not to exceed 20 animal units.~~
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - b. Where the parcel is adjacent to the city limits or any R district, and is at least 40 acres in size,
 - i. ~~No more than 20 animal units~~ **Two (2) animal units per acre.**
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - c. Where the parcel is not adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One~~ **Two (2)** animal units per acre, ~~not to exceed 40 animal units.~~

- ii. No more than 10 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 10 of those animal units may consist of chickens.
- d. Where the parcel is not adjacent to the city limits or any R district, and is at least 40 acres in size
- i. No more than 80 animal units
 - ii. No more than 20 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 20 of those total animal units may consist of chickens.

Councilmember Sievers seconded.

After additional discussion on the matter, Councilmember Eischeid amended his motion, and Councilmember Sievers amended her second, to amend Sec. 90-121 as follows.

Sec. 90-121 Permitted Conditional Uses

A building or premises in an A-1 district may be used for the following in conformance with the prescribed conditions:

1. Second Class Animal Production +
 - a. Where the parcel is adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One Two (4 2) animal units~~ per acre, ~~not to exceed 20 animal units.~~
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - b. Where the parcel is adjacent to the city limits or any R district, and is at least 40 acres in size,
 - i. ~~No more than 20 animal units~~ **Two (2) animal units per acre.**
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - c. Where the parcel is not adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One Two (4 2) animal units~~ per acre, ~~not to exceed 40 animal units.~~
 - ii. No more than 10 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 10 of those animal units may consist of chickens.
 - d. Where the parcel is not adjacent to the city limits or any R district, and is at least 40 acres in size
 - i. ~~No more than 80 animal units.~~ **Two (2) animal units per acre.**
 - ii. No more than 20 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 20 of those total animal units.

After additional discussion, Councilmember Eischeid amended his motion, and Councilmember Sievers amended her second, to amend Sec. 90-121 as follows.

Sec. 90-121 Permitted Conditional Uses

A building or premises in an A-1 district may be used for the following in conformance with the prescribed conditions:

1. Second Class Animal Production
 - a. Where the parcel is adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One Two (1 2)~~ **Two (2) animal units per acre, not to exceed 20 animal units.**
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - iv. **Any A-1 property abutting any Residential District or city limits must have a 100' buffer. (Joel Hansen advised the Council he would prepare appropriate language for this section.)**
 - b. Where the parcel is adjacent to the city limits or any R district, and is at least 40 acres in size,
 - i. ~~No more than 20 animal units~~ **Two (2) animal units per acre.**
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - iv. **Any A-1 property abutting any Residential District or City limits must have a have a 100' buffer. (Joel Hansen advised the Council he would prepare appropriate language for this section.)**
 - c. Where the parcel is not adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One Two (1 2)~~ **Two (2) animal units per acre, not to exceed 40 animal units.**
 - ii. No more than 10 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 10 of those animal units may consist of chickens.
 - d. Where the parcel is not adjacent to the city limits or any R district, and is at least 40 acres in size
 - i. ~~No more than 80 animal units.~~ **Two (2) animal units per acre.**
 - ii. No more than 20 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 20 of those total animal units.

ORDINANCE NO. 2015-18

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY ADDING SECTION 90-121 PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Eischeid introduced Ordinance No. 2015-19, and moved for approval of the second reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-19

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 3. A-2 AGRICULTURAL RESIDENTIAL DISTRICT, SECTION 90-142 PERMITTED PRINCIPAL USES AND 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, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Discussion took place regarding Ordinance No. 2015-20, which was tabled at the last meeting. Councilmember Eischeid advised that after making the changes to the A-1 District, he did not have any issues with how the ordinance was written for the A-2 District.

The consensus seemed to be if you want to be able to have more animals on your property, a property owner should rezone his/her property to A-1, which is for animal production.

Susan Boust, Todd Luedeke and Al Walton spoke regarding this matter.

A request was made to have a reasonable cap on the number of animals that can be in an A-2 district. A cap should be in place and should be well thought out, and not just a decision to be made randomly.

Council discussion included adding definitions for stable, arena, etc., which would need to go back before the Planning Commission for a recommendation to Council.

Councilmember Brodersen would like to see a special permit allowed for certain circumstances. Councilmember Sievers agreed.

After discussion, Councilmember Eischeid introduced Ordinance No. 2015-20, and moved for approval thereof; Councilmember Giese seconded.

ORDINANCE NO. 2015-20

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 3. A-2 AGRICULTURAL RESIDENTIAL DISTRICT, BY ADDING SECTION 90-150 PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, and Councilmember Sievers who voted Nay, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Giese introduced Ordinance No. 2015-21, and moved for approval of the second reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-21

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE V. BUSINESS AND COMMERCIAL DISTRICTS, DIVISION 1. B-1 HIGHWAY BUSINESS DISTRICT, SECTION 90-352 PERMITTED PRINCIPAL USES AND 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, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Giese introduced Ordinance No. 2015-22, and moved for approval of the second reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2015-22

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE V. BUSINESS AND COMMERCIAL DISTRICTS, DIVISION 1. B-1 HIGHWAY BUSINESS DISTRICT, BY ADDING SECTION 90-363 PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Giese introduced Ordinance No. 2015-23, and moved for approval of the second reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2015-23

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VI. INDUSTRIAL AND MANUFACTURING DISTRICTS, DIVISION 2. I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT, SECTION 90-482 PERMITTED PRINCIPAL USES AND 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, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Giese introduced Ordinance No. 2015-24, and moved for approval of the second reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2015-24

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VI. INDUSTRIAL AND MANUFACTURING DISTRICTS, DIVISION 3. I-2 HEAVY INDUSTRIAL AND MANUFACTURING DISTRICT, SECTION 90-512 PERMITTED PRINCIPAL USES AND 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, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The following two ordinances will create Sanitary Sewer Extension District No. 2015-01 and Water Extension District No. 2015-01 (Grainland Road – Southview Addition).

Councilmember Eischeid introduced Ordinance 2015-25, and moved for its approval; Councilmember Giese seconded.

ORDINANCE NO. 2015-25

AN ORDINANCE CREATING SANITARY SEWER EXTENSION DISTRICT NO. 2015-01 OF THE CITY OF WAYNE, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS OF WATER MAINS AND WATER LINES WITHIN SAID DISTRICT; AND REFERRING TO PLANS AND SPECIFICATIONS AND COST ESTIMATES AS PREPARED BY THE ENGINEER IN CONNECTION THEREWITH AND ON FILE WITH THE CITY CLERK.

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

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid to move for final approval of Ordinance No. 2015-25. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance 2015-26, and moved for its approval; Councilmember Haase seconded.

ORDINANCE NO. 2015-26

AN ORDINANCE CREATING WATER EXTENSION DISTRICT NO. 2015-01 OF THE CITY OF WAYNE, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS

OF WATER MAINS AND WATER LINES WITHIN SAID DISTRICT; AND REFERRING TO PLANS AND SPECIFICATIONS AND COST ESTIMATES AS PREPARED BY THE ENGINEER IN CONNECTION THEREWITH AND ON FILE WITH THE CITY CLERK.

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

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to move for final approval of Ordinance No. 2015-26. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

The following Ordinance would provide for three one-hour parking stalls in front of Bailey's Hair & Nails on Pearl Street. This would be the same request as was granted in front of the Mineshaft Mall.

Councilmember Sievers introduced Ordinance 2015-27, and moved for its approval; Councilmember Greve seconded.

ORDINANCE NO. 2015-27

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

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

The following Ordinance will vacate a portion of the frontage road north of the Wayne Veterinary Clinic. At some time in the past, a sign for the Wayne Vet Clinic was erected in the east end of this right-of-way. The service road was originally platted by the city to give non-highway access to future businesses as they developed. The west end of the service road was traded for other land to give the McDonald's restaurant a better location. The remaining east end can no longer be used to access Thorman because of new highway regulations for greater side street intersection setbacks from highway intersections. Staff recommendation is to clean up the old railroad lines in this unusable parcel and allow Ken Jorgensen a permanent easement to use the west triangle-shaped portion of this small parcel for parking. In addition, staff recommended allowing the Vet Clinic a permanent easement for their sign, in return for a concrete driveway approach into the north clinic driveway to help stabilize the new sidewalk and the driveway portion of Thorman Street.

Councilmember Eischeid introduced Ordinance 2015-28, and moved for its approval; Councilmember Greve seconded.

ORDINANCE NO. 2015-28

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, TO VACATE THE REAL ESTATE DEDICATED TO THE PUBLIC FOR USE AS A PUBLIC ROAD LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, MOHR'S INDUSTRIAL TRACT, SAID POINT BEING THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE SOUTHEAST SIDE OF LOT 1, JORGENSEN SUBDIVISION; THENCE NORTHEASTERLY ALONG THE SOUTHEAST SIDE OF LOT 1, JORGENSEN SUBDIVISION TO THE SOUTH SIDE OF NEBRASKA HIGHWAY 35 ROW; THENCE EASTERLY ALONG THE SOUTH SIDE OF NEBRASKA HIGHWAY 35 ROW TO THE WEST SIDE OF THORMAN STREET ROW; THENCE SOUTHERLY ALONG THE WEST SIDE OF THORMAN STREET ROW 60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES, MORE OR LESS, PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, AND TO APPROVE THE RETENTION OF SAID REAL ESTATE AS ALLOWED BY NEB. REV. STAT. § 19-917.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

The City received four bids on the "2015 Wayne Storm Shelter Project." Roger Protzman, the City's Engineer with JEO Consulting Group, has reviewed the four bids and is recommending that the award go to the low bidder, OCC Builders, LLC, Wayne, NE, for \$179,407. The engineer's estimate on the project was \$135,000.

Councilmember Sievers introduced Resolution 2015-40, and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2015-40

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "2015 WAYNE STORM SHELTER PROJECT."

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

The City received two bids on the "Grainland Road Water and Sanitary Sewer Extension Project." John Zwingman, the City's Engineer with Advanced Consulting Engineering Services, has reviewed the two bids and is recommending that the award go to the low bidder, Robert Woehler & Sons Construction, Inc., for \$197,220. The engineer's estimate on this project was \$165,000.

Councilmember Eischeid introduced Resolution 2015-41, and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2015-41

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "GRAINLAND ROAD WATER AND SANITARY SEWER EXTENSION PROJECT."

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

The following Resolution would approve the plans, specifications and estimate of cost (\$80,000 to \$120,000) for the "Airport Lift Station Project," and authorize the City Clerk to begin advertising for bids.

Councilmember Sievers introduced Resolution 2015-42, and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2015-42

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE "2015 WAYNE AIRPORT LIFT STATION PROJECT," AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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

A final pay request (Pay Application No. 6) has been received from Robert Woehler & Sons Construction for the "Chief's Way Sanitary Sewer and Water Extension Project" for \$32,913.24. The engineer on the project has not yet approved the same.

Administrator Johnson stated he had a request from the Wayne Airport Authority to hold off payment until some remaining items are completed by the contractor on this project.

The City has not yet received the engineer's formal recommendation.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, to authorize the City Administrator to take action on Pay Application No. 6 (Final) for \$32,913.24 to Robert Woehler & Sons Construction for the "Chief's Way Sanitary Sewer and Water Extension Project." Mayor Chamberlain stated the motion, and the result of roll call being

all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Police Chief Marlen Chinn was requesting Council consideration to purchasing an emergency siren to be located/placed in the industrial park area that has recently been annexed. The siren project undertaken a year ago did not cover this area because it was not within city limits at that time. They may be able to apply for another grant, but the grant process takes over a year. The company recommended placing the siren in the cul de sac; however, there is no power out there. Another option the company provided was a solar powered siren, which is becoming more popular, especially in areas that have not been fully developed with infrastructure. This type of siren is self-contained, so it could be moved or placed anywhere we would want. The quote for a solar powered siren is \$23,250. The quote for a regular siren, which would require the City to bring power to the pole, is \$21,450. He believed there was a 50-year warranty on the solar panel for the siren.

Councilmember Eischeid questioned whether this purchase should be that of the Community Redevelopment Authority, since they made the request to be annexed.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, authorizing the purchase of a solar emergency warning siren to be located by the Marra storage units. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried and the meeting adjourned at 7:50 p.m.

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CLAIMS LISTING APRIL 21, 2015

ALEXANDER, RANDY	CITY HALL ASBESTOS INSPECTION	474.88
ALL-AMERICAN PUBLISHING	HIGH SCHOOL PROGRAM ADVERTISING	294.00
AMAZON.COM, LLC	DVD'S/VACUUM	587.58
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,292.13
APPEARA	LINEN & MAT SERVICE	232.06
BAKER & TAYLOR BOOKS	BOOKS	805.93
CITY EMPLOYEE	SAFETY BOOTS	150.00
CARROLL DISTRIBUTING	ALUMINUM PLACER	42.24
CHUCK LEYPOLDT	BOOK	12.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	200.00
CITY OF WAYNE	FIRE HALL DEPOSIT REFUND	200.00
CITY OF WAYNE	PAYROLL	63,293.02
CITY OF WAYNE	LIFEGUARD TRAINING REFUND	165.00
CITY OF WAYNE	SOCCER REFUND	60.00
CITY OF WAYNE	UTILITY REFUNDS	1,628.73
CLEAN TO A T	JANITORIAL SERVICES	890.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
CONSOLIDATED MANAGEMENT	TRAINING CENTER MEALS	162.75
COPY WRITE PUBLISHING	LIBRARY OFFICE SUPPLIES	3.15
CUMMINS CENTRAL POWER	GENERATOR BATTERY REPLACEMENT	149.72
DITCH WITCH OF OMAHA	TURBO NOZZLE	78.07
EASYPERMIT POSTAGE	POSTAGE	1,997.40
ECHO GROUP INC JESCO	THERMAL EQUALIZER	585.67
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	45.09
FASTENAL CO	STEP LADDER	233.74
FIREMAN	FIRE SCHOOL REIMBURSEMENT	300.00
FIRST CONCORD GROUP LLC	FLEX ACCOUNT	3,476.32
FLOOR MAINTENANCE	LINERS/JANITORIAL CLEANERS	89.14
FREDRICKSON OIL CO	OIL	1,075.05
GALE GROUP	BOOKS	61.77
GANDER FOODS LLC	CONCESSION PIZZA	48.00
GILMORE & BELL PC	LEGAL SERVICES	5,500.00
GUARANTEE ROOFING	PATCH TREATMENT PLANT ROOF	346.36
H.K. SCHOLZ COMPANY	PROTECTION RELAYS	16,507.50
HEIDI CLAUSSEN	RECYCLING BIN DECAL DESIGN	150.00
HEIKES AUTOMOTIVE LLC	VEHICLE REPAIR	1,874.59
HILLYARD/SIOUX FALLS	BLADE KIT	28.30
HOMETOWN LEASING	POLICE COPIER LEASE	412.00
ICMA RETIREMENT	RETIREMENT	7,098.29
IRS	FEDERAL WITHHOLDING	23,312.09
KATHY NELSON	DUES	15.00
KEEP NEB BEAUTIFUL	REGISTRATION	35.00
J.P. COOKE COMPANY	DOG TAGS	155.75
JOHN'S WELDING AND TOOL	EXTRACTOR ELECTRODE REPAIR	34.15

KRIZ-DAVIS COMPANY	COVER/WIRE/ARRESTER/MODULE/JUNCTION	2,686.50
LEAGUE OF NEBRASKA	REGISTRATION	130.00
LINPEPCO	CAC POP-BANK DEBIT	496.00
LORDAR INC	TELEPHONE BATTERIES/LABOR	213.44
LUTT OIL	GASOLINE	3,595.43
LYNN GAMBLE	ENERGY INCENTIVE	500.00
MICHAEL TODD & CO INC	STREET SIGNS	1,449.19
MSC INDUSTRIAL	WRENCHES/HEAT GUN/RIVETER/BATTERIES	190.61
NATL LEAGUE OF CITIES	DUES	1,117.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	67.04
NE DEPT OF REVENUE	STATE WITHHOLDING	3,322.37
NE DEPT OF ROADS	WINDOM STREET	114,545.82
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	53.58
NMPP ENERGY	MEMBERSHIP DUES	2,111.50
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	39.24
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	12,306.60
NOVA HEALTH EQUIPMENT CO	FITNESS EQUIPMENT REPAIRS	653.10
OLSSON ASSOCIATES	CHIEF'S WAY/AIRPORT PUMP STATION	1,922.10
OTTE CONSTRUCTION COMPANY	HANK OVERIN REPAIRS	53,104.00
PIEPER & MILLER	ATTORNEY FEES	3,210.00
QUALITY 1 GRAPHICS	EMERGENCY EXIT SIGN	25.00
ROBERT WOEHLER & SONS	CHIEF'S WAY SANITARY SEWER EXT	32,913.24
SIOUXLAND TURF PRODUCTS	FERTILIZER	3,260.00
SPARKLING KLEAN	JANITORIAL SERVICE	3,758.95
SHOPKO	CLEANER/TOTE/LATCH	203.06
STADIUM SPORTING GOODS	GREEN TEAM T SHIRTS	216.00
STATE NEBRASKA BANK	PETTY CASH	250.66
STATE NEBRASKA BANK	LIBRARY PETTY CASH	103.97
TAK, INC	POLICE UNIFORM CLEANING	75.00
TYLER TECHNOLOGIES	UTILITY BILLING TRANSACTION FEE	748.75
UNITED WAY	PAYROLL DEDUCTIONS	14.00
USC FOUNDATION	CROSS CONNECTION	119.00
VAC - SHACK	VACUUM	500.00
VIAERO	CELL PHONES	129.52
WAYNE AUTO PARTS	SCRUB PADS/FILTERS/BELTS/CHECK	160.67
WAYNE BASEBALL ASSOCIATION	20 BAGS SOFTENER SALT-FH	100.00
WAYNE HERALD	ADS AND NOTICES	2,229.28
WAYNE LIBRARY LANDSCAPE	LIBRARY LANDSCAPE	200.00
WESCO DISTRIBUTION INC	MARKING PAINT	57.78
WESTERN AREA POWER ADMIN	ELECTRICITY	34,186.91
WESTERN IOWA TECH	FIRE SCHOOL	225.00
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	82.48
GRAND TOTAL		351,111.51

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CITY OF WAYNE
OFFICE OF THE MAYOR

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, Wayne has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways,

NOW, THEREFORE, I, Ken Chamberlain, Mayor of the City of Wayne, Nebraska, do hereby proclaim

April 24, 2015, as ARBOR DAY

in the City of Wayne, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to support our City's urban forestry program.

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED this 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

City Clerk

OK
Cory

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

APPLICATION FOR MEMBERSHIP

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

Name Joe Ernst Address 418 West First Street
Phone Number 303-293-9918 Social Security # 522-93-3128
Employer Campus Security / WSC Occupation Security Officer / Student
How long have you been employed by your present employer? 8 months
Previous Employer and Address 1111 Main Street, Wayne, NE

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

Do you have any physical ailments or disabilities that could affect your performance on the department?

None

-As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes

- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes

-Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes

- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Joe Ernst Date 3-3-15

Sponsor's Signature (if applicable) _____ Date _____

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

Applicant's Signature Joe Ernst Date 3-3-15

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

Secretary's Signature Cory Walker Date _____

Chief's Signature Phillip Monahan Date 4-7-15

Council approved on _____ certified by City Clerk _____

For record purposes only: Date of Birth 5-26-1994

[Back to Top](#)**Phil Monahan - From Eddy Weiss**

From: "Chasing4Life" <c4l@chasing4life.org>
To: <firechief@cityofwayne.org>
Date: 4/2/2015 10:21 AM
Subject: From Eddy Weiss
Attachments: StationaryOpen.jpg; IOWA STATIONARY UNIT DIMENSIONS.jpg

Chief,

Each time you add a module, you will be adding two walls and a roof piece. You just keep moving your end wall.

Here are capacity points:

You will have a two module unit (the one you saw). It is set for 6 adults =/-

Changing to a 3 mod = 10 adults =/-

Changing to a 4 module = 14 adults =/- $+ \$4,000$

Each module addition will run about \$950 plus delivery

We are looking at delivery of your unit on April 14th. That date should work for us. Can you check it for your schedule?

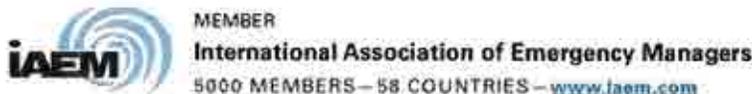
I am attaching a pic for you and dimensions as well...

Eddy

Eddy Weiss, C4L & Associates
www.C4LAssociates.com



"If you can't state an outcome that you are changing with your preparedness efforts, you're just adding stuff."
Craig Fugate



For more information, visit www.iaem.com

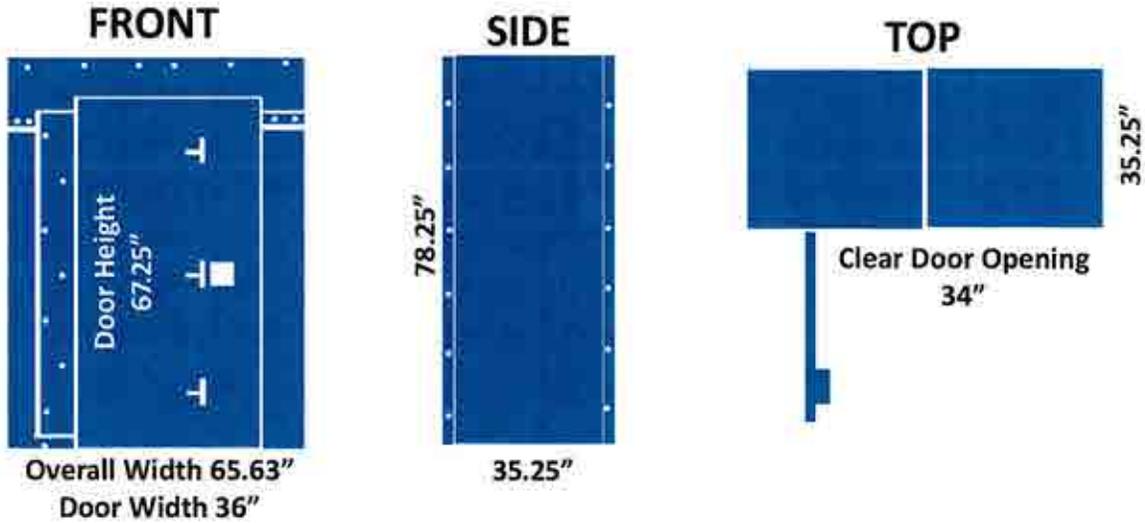
*Confidentiality Notice: The information contained in this electronic message is PRIVILEGED and confidential information intended only for the use of the individual entity or entities named as recipient or recipients. If the reader is not the intended recipient, be hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by electronic mail or by telephone and permanently delete this message from your computer system. Thank you.

HIDE-AWAY
STORAGE WITH LIFT ROOM

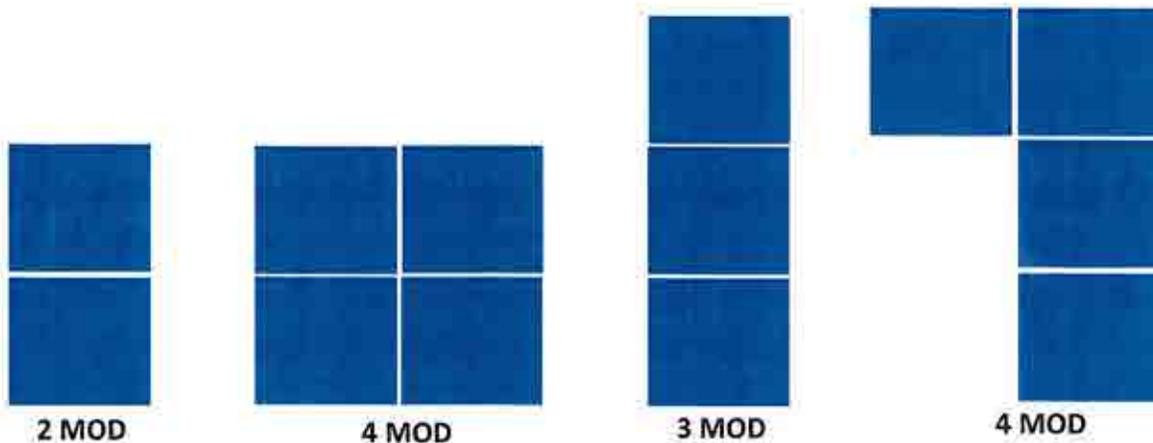


STATIONARY UNIT DIMENSIONS

Call for dimensions over 4 modules



MODULAR DESIGNS:



STORM SHELTERS OF IOWA LLC

9379 Swanson Blvd. Suite D

Clive, Iowa 50325

515-528-2042

This Agreement is by and between Wayne Senior Center at Wayne Nebraska, hereinafter called SENIOR CENTER and Chartwells Division, hereinafter called MEAL VENDOR. In consideration of the mutual promises and covenants contained herein, the Meal Vendor and the Senior Center agree as follows:

1. **MEAL PREPARATION.** The Meal Vendor shall prepare meals in compliance with the provision of Public Law 100-175, Title III-C of the Older Americans Act, the policies and procedures of the Northeast Nebraska Area Agency on Aging and any policies which may be adopted by its governing board. The Meal Vendor will be required to meet, but not be limited to, the criteria listed below:

A. **Menu Planning.** Each meal served by Contractor must contain at least one-third of the current Dietary Reference Intakes and Dietary Guidelines. Nutrients that must be considered are protein, calcium, iron, folate, fiber, fat, zinc, magnesium, sodium, vitamin A, vitamin C, vitamin B12, vitamin B6, thiamin, riboflavin, and niacin. Menu planning should be designed to include a variety of foods; avoid excess fat, saturated fats and cholesterol; include foods with complex carbohydrates and fiber; avoid excess refined carbohydrates (sugar); avoid excessive sodium.

B. **Menu Approval.** The Meal Vendor must supply the Senior Center with a 3 month calendar format, listing portions of each food, on or before the 20th of June, September, December and March (the month prior to the start of the 3 month cycle) to allow the Senior Center ample time to submit the menus to the Area Agency for approval. Senior Centers must submit menus to the Agency in a calendar format for approval on a quarterly basis:

- June 1st for July, August & September
- September 1st for October, November & December
- December 1st for January, February & March
- March 1st for April, May & June

When the 1st day of the month falls on a Saturday, menus are due the Friday before. When the 1st day of the month falls on a Sunday, menus are due the following Monday. *All menus must be pre-approved to receive reimbursement.*

Food Substitutions: Each meal will be served as originally planned. Food substitutions, if any, must be of a similar nutritional value and may not reduce the nutritional content of the meal as planned. Substitutions will be held to a minimum. Any deviation will be written on a substitution form provided by the Agency and kept by Contractor for a period of three years. Random review of food substitutions will be done by Agency.

C. **Meal Pattern.** The meal pattern as set forth below shall satisfy the requirements of the provision of one-third of the current Dietary Reference Intakes with limited duplicates during any one-week period. The following factors must be considered when menus are planned according to the menu pattern:

1. All foods must be specifically and precisely identified so that the nutritional content can be properly evaluated. For example, listing "fruit, juice or cookie" does not provide enough information to accurately determine the nutritional content of the menu.
2. Food items within the meat and meat alternatives, vegetable, and fruit groups shall be varied within the week and menu cycle. There should be minimal duplicates during any one-week period with the exception of bread, milk, and potatoes. The Area Agency will allow a meat item to be repeated on consecutive days if an alternate meat item is offered (the alternate must be listed on the menus for approval).

3. Menus are required to meet the daily nutrient requirements of 1/3 the Dietary Reference Intakes for the following nutrients:

- Protein – 22 grams per meal
- Fiber -10 grams per meal
- Vitamin A – 300 ug per meal
- Vitamin C – 30 mg per meal
- Folate – 133 mg per meal
- Calcium – 400 mg per meal
- Iron – 3 grams per meal
- Potassium – 1,566 per meal
- Sodium –1000 mg or less per meal

(a) Protein requirement will meet 1/3 of the Dietary Reference Intakes. Daily protein will be calculated from all food sources, meat, meat alternatives, beans, and dairy products.

(b) Fiber requirement will meet 1/3 of the Dietary Reference Intakes. Daily fiber requirements will be met by offering fresh fruits and vegetables, incorporating peelings, whole grain products such as brown rice, whole grain pasta, mixture of white/whole grain and or rice, whole or cracked wheat bread, dried bean items, and fruits. White bread may be available as an optional preference bread item. See attachment A.

(c) Vitamin A and C requirement will meet 1/3 of the Dietary Reference Intakes. Vitamin A and C foods will be served daily – fresh or frozen items are preferred. Maintaining these nutrients will be best served with minimal cooking, via a steamer, or oven baked. If cooking in water, retain the water for sauces, gravies or part of the liquid when mashing potatoes. Foods rich in vitamin A and C – see attachment A.

(d) Folate requirement will meet 1/3 of the Dietary Reference Intakes. Folate is a nutrient found in fortified breads, cereals, pastas, enriched rice, bean items, some vegetables, and home-made cereal/flour based desserts (pies, cookies, crisps, rice crispy bars, etc). See attachment A.

(e) Calcium requirement will meet 1/3 of the Dietary Reference Intakes. Calcium is found in all dairy products, canned fish items with bones, green leafy vegetables, spinach, broccoli, fortified orange juice, tofu, and enriched soy milk. See attachment A.

(f) Iron requirement will meet 1/3 of the Dietary Reference Intakes. Iron is found in all meat items, beans, dried peas, canned spinach, sweet potatoes, mixed vegetables with lima beans, dried apricots, peaches, prunes, raisins, prune and tomato juice, walnuts, molasses, and enriched pasta and bread. See attachment A.

(g) Potassium requirement will meet 1/3 of the Dietary Reference Intakes. Potassium is found in fresh fruits and vegetables. Potassium is found in the peelings of foods, therefore, every effort should be made to serve foods incorporating the peeling (baked potato, potato wedges with skin, mashed, hashed, or French fried potatoes with peelings). Refrain from using boxed, instant or frozen vegetables. See attachment A.

(h) Sodium requirement can be reduced by using fresh and frozen vegetables. Limit canned foods, convenience entrees, mixes, sauces, and baked items that offer few nutrients other than fat and sugar. Cooking with salt should be minimal. See Attachment A.

Nutrient content must be met for each menu but the following minimums must be served:

- Main entrée shall be no less than 3 ounces of edible protein.
- 1 and 1/2 cups of fruit and or vegetables.
- Two 1 oz serving of high fiber bread, nutrient dense bread desserts or bread alternatives.
- 8 oz of milk.
- 1 tsp margarine

Accompaniments will need to be added to the menu for appeal and participant satisfaction, e.g., coffee, tea, water, condiments, margarine, ketchup, mustard, sour cream, mayonnaise, tarter sauce, salad dressing, etc.

2. **PORTION CONTROL.** Prevents not having enough food at serving time, eliminates waste and assures the recommended quantity to each participant. Any Agency staff member may check portions when they are at the senior center on any given day. If the appropriate portion does not meet all recommendations each contractor will receive one written warning per fiscal year. After the written warning, if portions are not met, funding will not be provided for all meals served on that particular day.

3. **FOOD QUALITY.** In the context of food production, quality refers to a product's taste, texture, appearance, color, variety, nutritional value and overall level of excellence. To achieve an excellent finished product each time the following should be adhered to:

- Do not over cook foods. Prepare and cook foods to enhance flavor and to maintain color and texture.
- Prepare different types of food for each meal (Example: chicken, ham, roast beef, etc.).
- Use different methods of food preparation (Example: baking, boiling, steaming, etc.)
- Use a variety of textures (Example: mashed potatoes and carrot sticks).
- Two colorful food items will be used in each meal (Example: green beans and peaches).
- Garnishes can and should be used to add color and to "dress up" the food item (Example: whip topping on apple crisp; nutmeg on custards, etc.).
- Serve fruits, custards, puddings, etc. chilled.
- Use herbs and spices to enhance flavors. (Example: nutmeg, garlic or onion powder, parsley flakes, etc.)
- Use only good quality foods.
- Serve hot foods at 140 degrees F or above and cold foods at 40 degrees F or below.

The minimum standard of food to be used by the Contractor will include:

- Canned fruit and vegetable - USDA Grade A.
- Fresh fruit and vegetables - No. 1 quality.
- Poultry - USDA Grade A or better.
- Beef - USDA Choice or better. Ground beef should be no more than 20% fat content.
- Pork - USDA No 1. or better
- Eggs and Dairy Products - USDA Grade A or better. Eggs must be government inspected.
- Salt - iodized.

4. **RULES AND REGULATIONS.** The Meal Vendor shall comply with all federal, state and local laws and regulations governing the preparing and handling of food; all rules and regulations of the Northeast Nebraska Area Agency on Aging governing the preparing and handling of food; shall procure and keep in effect all necessary licenses and permits and display in a prominent place with the meal preparation areas as required. The Meal Vendor shall comply with applicable federal, state and local laws and regulations pertaining to wage and hours of employment for personnel preparing Senior Center meals.

5. **FAILURE TO PROVIDE MEALS.** In the event that the Meal Vendor fails to provide a meal or meals or other food to the Senior Center, as agreed upon, the Senior Center may procure a meal or meals or other food elsewhere, and charge or deduct from any amount payable to the Meal Vendor the cost of such replacement meal or meals or other food, plus any expenses incurred by the Senior Center in procuring such replacement meal or meals or other food.

6. **TRANSPORT EQUIPMENT.** The Meal Vendor will be responsible for cleaning and sanitizing transport equipment, which will be purchased by the Senior Center.

7. **INDEMNITY AGREEMENT.** Meal Vendor agrees to indemnify and hold Senior Center harmless from and against all claims, damages, loss, and causes of action, of whatever nature, arising from any act, omission or negligence of Meal Vendor or Meal Vendor's agents or employees, to any person or to the property of any person, or arising from any accident, injury or damage whatsoever caused to any person or to the property of any person occurring during the term

of this Agreement. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities in or in connection with any such claim or proceeding brought thereon and in defense thereof, including reasonable attorney fees.

8. INSURANCE REQUIRED. Meal Vendor hereby agrees during the term hereof to maintain adequate public liability, product liability and other insurance with reputable insurance companies approved by Senior Center as hereafter set forth. Upon request, furnish Senior Center and Northeast Nebraska Area Agency with certificates of insurance properly executed by insurance company evidencing such fact, giving 30 days prior written notice to Senior Center in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Meal Vendor shall include comprehensive general and product liability insurance against claims for bodily injury and death affording minimum single limited protection of \$1,000,000 (one million dollars) with respect to personal injury or death occurring or resulting from one occurrence. The Northeast Nebraska Area Agency on Aging and the Senior Center shall be named additional insured on all such insurance policies.

9. CLAIMS. The Senior Center shall promptly notify the Meal Vendor in writing of any claims against the Meal Vendor or the Senior Center, and in the event of a suit being filed, shall promptly forward to the Meal Vendor all papers in connection therewith. The Senior Center shall not insure any expense or make any settlement without the Meal Vendor's written consent. However, if the Meal Vendor refuses to defend any such suit, the Senior Center may defend, adjust or settle any such claim, and the costs of such defense, adjustment, or settlement, including reasonable attorney fees, shall be charged to the Meal Vendor.

10. PAYMENT FOR MEALS. The Senior Center shall pay the Meal Vendor for the meals prepared at the rate of \$ 5.70 per meal. *for C-1, \$ 5.70 per meal for C-2 (Home delivered)*

The Senior Center will provide for meal transportation and transporters, serving utensils such as plates, cups, silverware, glasses, etc. In the event that the Senior Center requests additional or special items of the Meal Vendor to be included in the meal, the Meal Vendor may request and negotiate a mutually agreed upon specific additional rate or amount for the added items.

11. MEAL PICK UP TIME. The Senior Center Manager and the Meal Vendor will determine at what mutually agreed upon time, which coincides with the Senior Center's time of meal service, the meals will be ready to be picked up by the Senior Center staff. The food shall be loaded in the transport equipment by the agreed pick up time. The hot foods must be more than 180 degrees Fahrenheit when placed in food transporters to assure that the food will be not less than 140 degrees Fahrenheit at serving time, and not be over cooked. Cold food shall be maintained for transporting at 40 degrees Fahrenheit or below.

12. MONTHLY MEAL STATEMENT. The Meal Vendor will submit an itemized monthly statement to the Senior Center as requested by the Senior Center. The statement will list total number of meals ordered each day, and special charges agreed upon, and any credit due to the Senior Center. The Senior Center shall make payment on such monthly statement to the Meal Vendor within 30 days of the invoice date.

13. STIPULATIONS.

- (a) Senior Center will notify Meal Vendor of the meal count by the hour of 1:30, prior to each serving day.
- (b) The Senior Center will make payment, as mutually agreed upon, to the Meal Vendor for any food or supplies that cannot be reused if Meal Vendor is not notified by 9:00 A.M., on any serving day if the Senior Center closes due to extreme weather conditions or other emergency situation.
- (c) The Senior Center observes and will not serve meals on the following holidays: Christmas, New Years, Thanksgiving, Friday after Thanksgiving, Good Friday, July 4, Memorial Day, Labor Day, Floating Holiday

14. MODIFICATIONS OF AGREEMENT. This Agreement and attachments constitute the entire agreement between the Meal Vendor and the Senior Center with respect to the subject matter hereof and there are no further written or oral understandings or agreements with respect hereto unless specifically referred to in this agreement.

No variations or modifications of this Agreement and no waiver of its provisions shall be valid unless prior written notice is given and the modifications or waivers are mutually agreed upon in writing and signed by the duly authorized officers of the Senior Center and the Meal Vendor.

15. **ASSIGNMENT.** No assignment or transfer of this Agreement may be made by the Meal Vendor, in whole or in part, without the written consent of the Senior Center being first obtained.
16. **TERM OF AGREEMENT.** This Agreement shall be effective as of **July 1, 2015**, and shall be in force with the respect to meals delivered during the period commencing on the effective date and ending **June 30, 2016**, and will be contingent upon the availability of funds to the Senior Center from its sponsoring organizations. All notices to the Senior Center shall be addressed to the permanent office of the Senior Center and all notices to the Meal Vendor shall be addressed to the permanent office of the Meal Vendor.
17. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by either party for any reason stated in writing after having given 30 days written notice to the other party.

Emergency Termination. In those instances where the Agreement violation threatens the health, welfare and safety of participants and/or staff of the Contractor, an emergency may be declared. After an emergency hearing and determination by the Agency Governing Board Executive Committee, this Agreement may be declared null and void and all payments to Contractor terminated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officer this _____ day of _____, 2015.

Wayne Senior Center
Senior Center

Address: 410 Pearl St
Wayne, Ne

By: President/Chairman

Mikolal
Meal Vendor

Address: 1111 Main Street
Wayne, NE 68787

← Sign Here

By: _____

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Leadership Wayne Class of 2015

Sports Complex Playground Project

Pros & Cons of placement at Northeast corner of Sports Complex

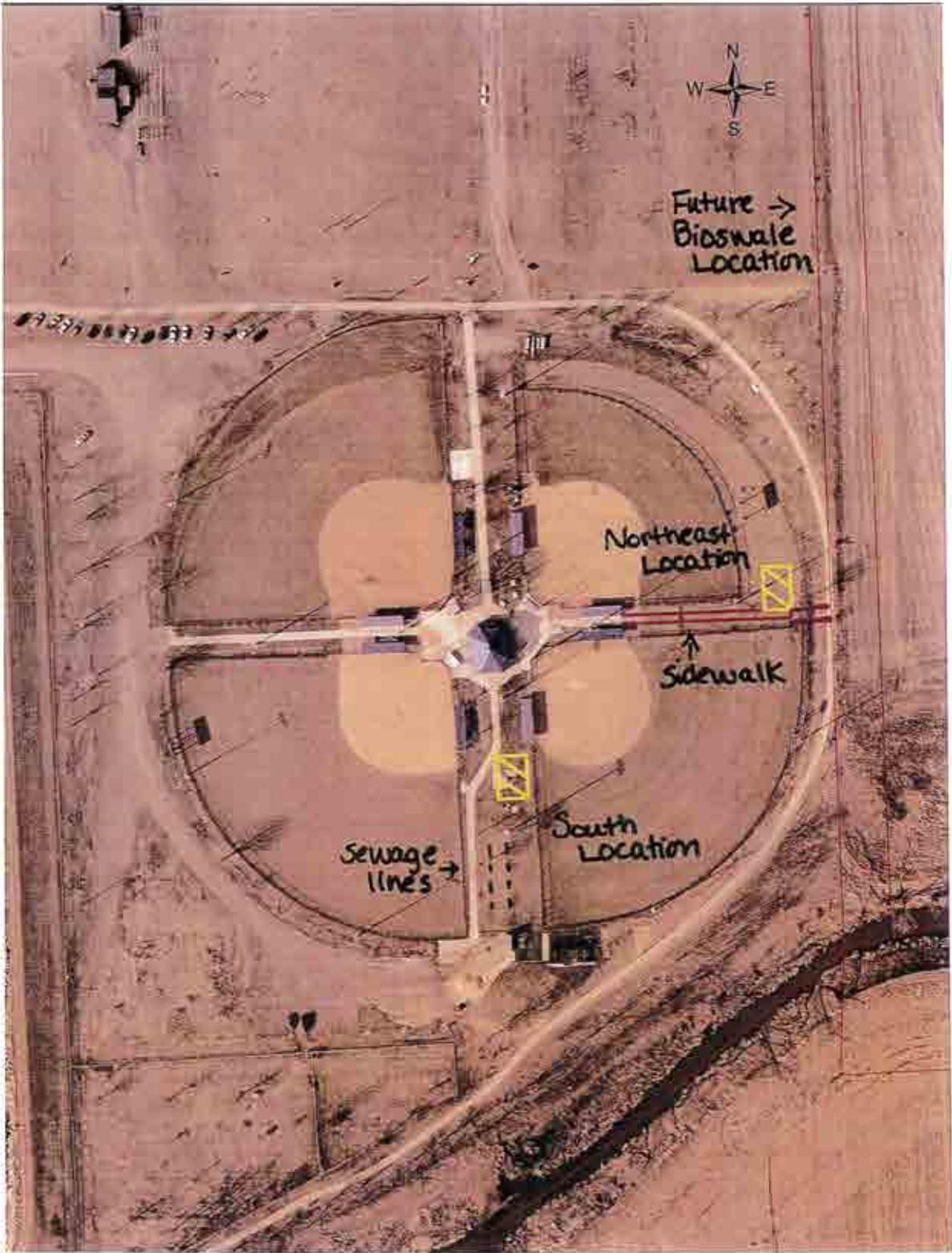
- Pros
 - Away from parking lot with cars and heavy traffic
 - Still in eye shot of parents from all fields
 - Most action is at Northeast corner field (i.e. Wayne High games)
 - Accessible sidewalk that wraps around from the rugby fields to the location
 - Sidewalk already started between the Northeast & Southeast fields
 - Sidewalk can be extended to reach the northeast walking trail
 - Ample room to add additional equipment and possible fitness equipment as it is closest to the walking trail
 - Community members are more likely to use this equipment while using the walking trail, not just at sporting events
- Cons
 - Further from center of the Sports Complex
 - Potential homerun/foul territory- purchasing of net as solution

Pros & Cons of placement at South side of Sports Complex

- Pros
 - Closest to all baseball fields
 - Closer to public restrooms
- Cons
 - Foul balls will come from both directions
 - Cannot add additional equipment at a later date
 - Sewage lines are running center of the location only 4.5 feet deep
 - One of the main entrances, causing lots of congestion
 - Teams warm up in this area
 - Closer to the parking lot for kids to be running in and out of

Potential ideas to enhance South location

- Shelter with seating to accommodate those wanting to enjoy a meal or shaded area (like prior to tornado)
- More general seating for both Southeast and Southwest fields could be added



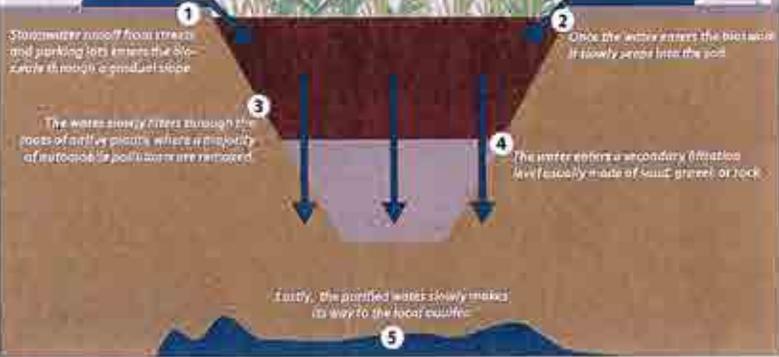
Northeast Location





What is a Bioswale?

A bioswale is a ditch that allows for impervious surfaces such as parking lots and streets to drain slowly, without flooding streets or parking lots and causing erosion.



Southeast Location

- White spray painted lines indicate sewage lines which are only located 4.5 ft. underground



Northeast Corner Cost Breakdown

Concrete Costs for Sidewalk Continuation: (185' X 9' X 6" = 31 cy)	\$2,852.00
Concrete Costs for Playground Pad Location: (46.5' X 31' X 4" = 18 cy)	\$1557.00
Rubber Coating Pad (\$9.98 sq ft):	\$14,386.17
Playground Equipment:	\$14,400 +Free Shipping
Picnic Table	\$790.00 +Free Shipping
Benches 2 (ordered before June 30th)	\$355.00x2
Estimated Total:	\$34,695.17



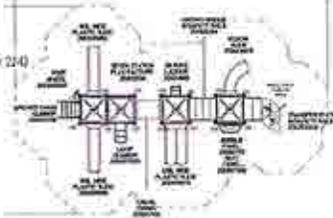
Sale Price:

\$14,400

+Free Shipping

Playground Details

Product #: GU063955
 Ages: 2-12 (18mos-5, 5-12 CSA)
 Use Zone: 45' 8" (13 3/4) x 30' 2" (9 2/4)
 Volume: 454
 Play Events: 12
 Approx. Accommodations: 44
 LEED® Points: 2
 Recycled Content: 29.7%



Conditions of Sale: All photos shown in USD and do not include installation, taxes, or safety surfacing. Sale prices shown herein to be combined with any other offer. Free shipping only applies within contiguous U.S. on orders of \$5,000 or higher. Orders must be received by May 31st and shipped by June 30, 2015. *Free shipping is available in contiguous 48 states only, for orders over \$5,000.

South Location Cost Breakdown

Concrete Costs for Playground Pad Location: (36' X 36' X 4"=16 cy)	\$1384.00
Rubber Coating Pad (\$9.98 sq ft):	\$12,934.08
Playground Equipment:	\$20,089.50
Benches 2 (ordered before June 30th)	\$355.00x2
Estimated Total:	\$35,117.58



KIDS' CHOICE

714-S423 APPROX. \$25,000

FOR AGES 2-12

PROTECTIVE AREA: 36' X 36' (11.0m x 11.0m)

SHIPPING WEIGHT: 4,200 lbs (1,905.1 kg)

ELEVATED PLAY ACTIVITIES: 6

GROUND LEVEL PLAY ACTIVITIES: 2

PLAY AREA CAPACITY: 60-80





Sales Representative
 Crouch Recreational Design, Inc.
 6946 N. 97th Circle
 Omaha, NE 68122
 Phone: (800) 747-7528 Fax: (402) 496-2018

Equipment Quotation

Quote Number: 11150102
 Quote Date: 04/14/2015
 Customer Number: 6878A08
 Terms of Sale: Net 30
 Customer Class:
 Shipping Method: Best Way
 Freight Terms: Prepaid
 Approximate Ship Date: ASAP
 Cust PO Num:

PO Remittance (if other than Sales Representative):

Prepared For: CITY OF WAYNE
 220 S. MAIN STREET

WAYNE, NE 68787

Location: CITY OF WAYNE
 220 S. MAIN STREET

WAYNE, NE 68787

Payment Remittance: Miracle Recreation Equipment Company
 PO Box 204757, Dallas, TX 75320-4757

Payment/Accounting Contact: 402-375-1300
 402-375-1300

Shipping/Delivery Contact: 402-375-1300
 402-375-1300

Quantity	Item Number	Description	Price Each	Price Total
1	714S423	KIDS' CHOICE 2 DECK SYSTEM	\$24,686.00	\$24,686.00
Color List:			Equipment Total:	\$24,686.00
System: KC			Freight:	\$1,403.50
			Installation:	\$0.00
			Discount:	\$6,000.00
			CTA Discount:	\$0.00
			Other Charge:	\$0.00
			SubTotal:	\$20,089.50
			Tax:	\$0.00
			Grand Total:	\$20,089.50

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miracleeq.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204757, Dallas, TX 75320-4757, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: 11150102 Quote Date: 04/14/2015 Equipment Total: \$24,686.00 Grand Total: \$20,089.50

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT COMPANY.

By:

Date:

ADDITIONAL TERMS, CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. **Limitation of Warranty/ Indemnity.** MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. **Restrictions.** Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. **Purchase Money Security Interest.** Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. **Choice of Law and Jurisdiction.** All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. **Title; Risk of Loss; Insurance.** Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. **Waiver; Invalidity.** Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults of the same kind of default at another time, or a forfeiture of any rights provided in Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. **Entire Agreement; Amendment; Binding Nature.** This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

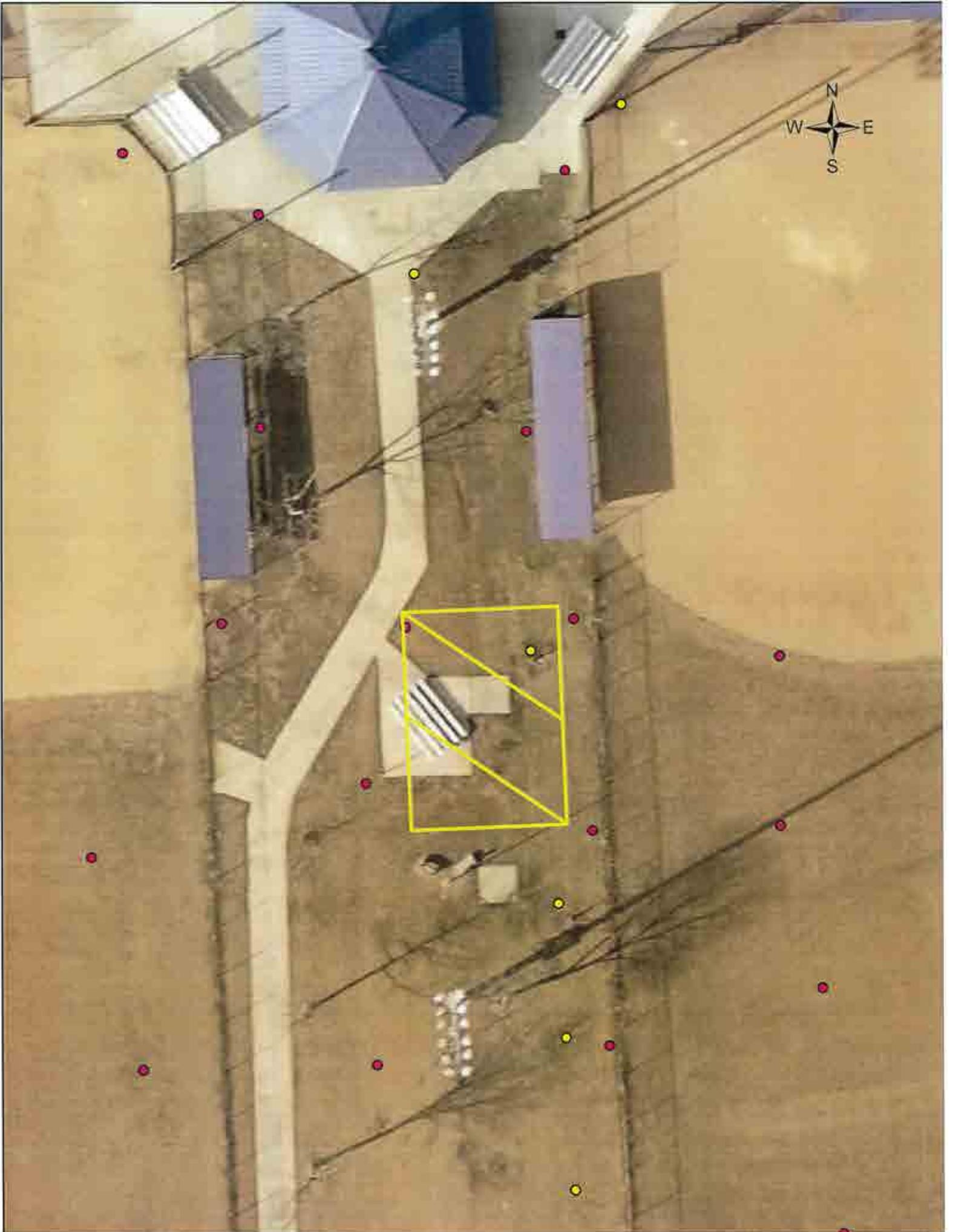
10. **Counterparts; Electronic Transmission.** This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

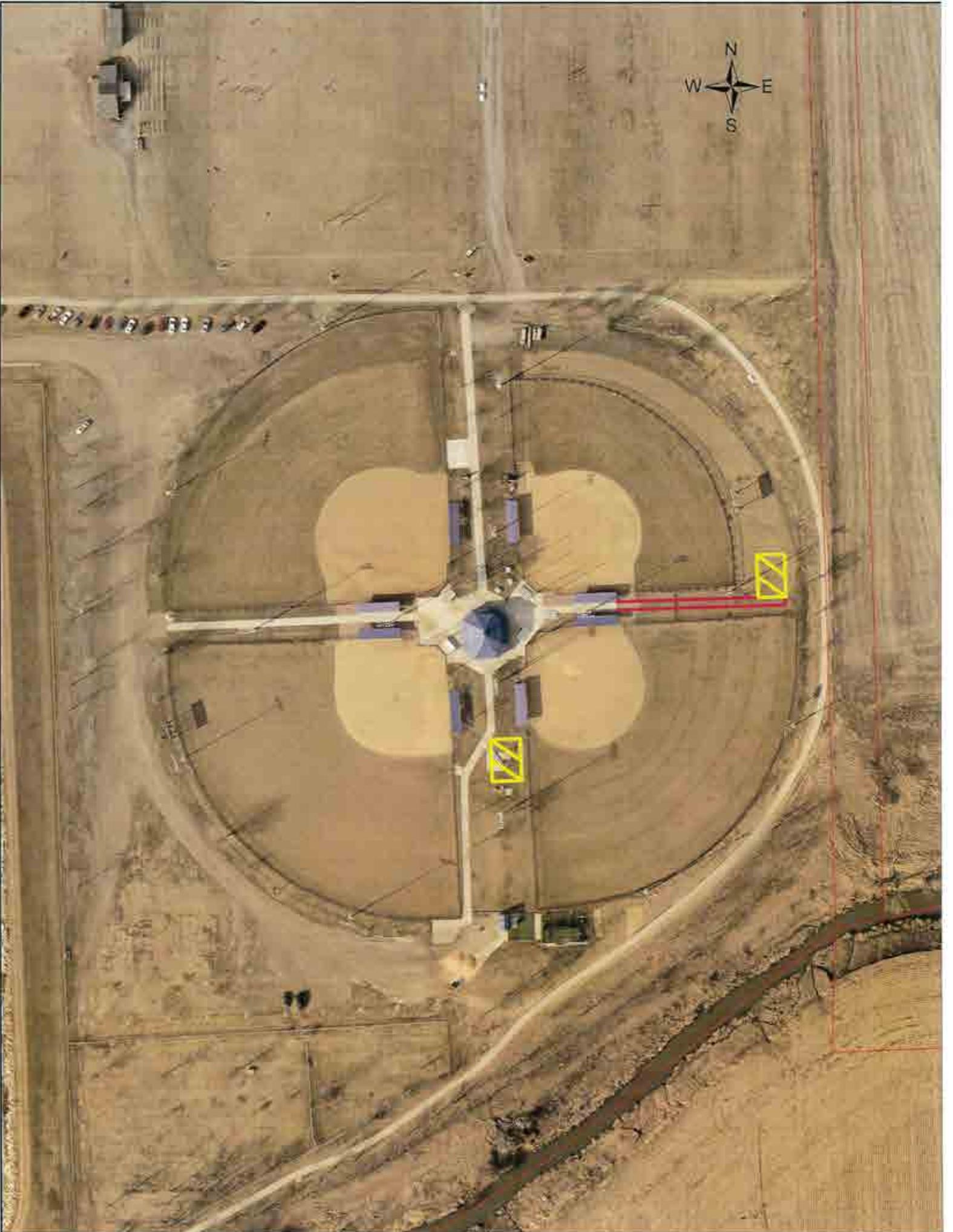
Rubber Coating Pad (used in Western Ridge)



Examples of Future Plans







PHOTOGRAPHED BY
AERIAL PHOTOGRAPHY

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April 9, 2015

Betty McGuire, City Clerk
City of Wayne
306 Pearl Street
Wayne NE 68787

Dear Ms. McGuire,

This is my official request, as owner of record, for deferral from all special assessments from Sanitary Sewer Extension District 2015-01 and Water Extension District 2015-01 for property that is included in the districts and is owned by us. This request for deferral is provided for and is pursuant to Sections 19-2427 to 19-2431 of Nebraska Statutes.

An identical request for deferral of the special assessments for Sanitary Sewer Extension District 2015-01 and Water Extension District 2015-01 has also been made to the Wayne County Clerk, as register of deeds.

Sincerely,



Steven F. Mrsny

ORDINANCE NO. 2015-12

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF BLOCKS 5 AND 6, COLLEGE HILL FIRST ADDITION, CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM R-3 RESIDENTIAL DISTRICT TO R-5 RESIDENTIAL DISTRICT.

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 R-3 (Residential) to R-5 (Residential). The area being rezoned is described as:

Blocks 5 and 6, College Hill First Addition, City of Wayne, Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on March 2, 2015, 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 R-5 (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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-14

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 March 2, 2015, 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 hereby amended as follows:

Sec. 90-10. Definitions.

~~Agriculture means the planting, cultivating, harvesting and storage of grains, hay or plants, commonly grown in the vicinity. The raising and feeding of livestock and poultry shall be considered an agricultural venture if the area on which the livestock or poultry is kept is ten acres or more in the area and if such raising of livestock and poultry is incidental or supplemental to the raising of crops.~~

~~Farm means an area which is used for growing of the usual farm products such as vegetables, fruit, and grain; and the storage on the area, as well as for the raising of the usual farm poultry and farm animals. The term includes the operating of such area for one or more of such uses with the necessary accessory uses for treating or storing the produce, however, the operation of any such accessory uses shall be secondary to that of the normal farming activities and such accessory uses must not include the feeding of garbage or offal to swine or other animals.~~

~~Feedlot means the confined feeding of food, fur or pleasure animals in buildings, lots, pens, pools or ponds which normally are not used for the raising of crops or for grazing animals. The term shall include the confined feeding of animal units, with one animal unit being equivalent to one head of feeder/fat beef, or dairy cattle; one horse or pony; one llama; two head of swine; two dogs; three ostriches; three emus; five head of sheep and/or goats; 25 turkeys, chickens, ducks, or geese; or an equivalent number of other animals as determined by the board of zoning adjustment. Feedlots shall also be classified according to the registered capacity, as registered with the zoning administrator. The registered capacity, of such feedlots shall be as follows:~~

- ~~• First class feedlot 1,500 or more animal units~~
- ~~• Second class feedlot 750 to 1,499 animal units~~
- ~~• Third class feedlot 321 to 749 animal units~~
- ~~• Fourth class feedlot Any operation consisting of 160 acres or less shall be permitted two animal units per acre.~~

Crop Production: The raising, harvesting, and storing of tree crops, row crops, or field crops on an agricultural or commercial basis. This includes buildings used to store equipment necessary for crop production and bulk grain storage. This definition may include accessory retail sales under certain conditions.

Animal Production: The raising of animals or production of animal products, such as eggs or dairy products, on an agricultural or commercial basis, or the raising of animals for recreational/pleasure use. This use includes buildings used to house animals or store equipment necessary for animal production. Typical uses include grazing, ranching, dairy farming, and poultry farming. The term shall include the confined feeding of animals.

First Class Animal Production: One (1) animal unit is equivalent to: 1 head of cattle or cow/calf pair.

Second Class Animal Production: One (1) animal unit is equivalent to: 1 head of cattle or cow/calf pair; 1 horse or horse/foal pair; 1 llama; 2 head of swine; 1 ostrich; 1 emu; 5 head of sheep and/or goats; 3 turkeys, ducks, or geese; 10 chickens.

Third Class Animal Production: One (1) animal unit is equivalent to: 1 head of cattle or cow/calf pair; 1 horse or horse/foal pair; 1 llama; 2 head of swine; 1 ostrich; 1 emu; 3 head of sheep and/or goats; 2 turkeys, ducks, or geese; 5 chickens.

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-15

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-112 PERMITTED PRINCIPAL USES AND STRUCTURES; 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 March 2, 2015, and recommended amending Section 90-112 Permitted Principal Uses and Structures 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 III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-112 of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-112. Permitted principal uses and structures

The following shall be permitted as uses by right in an A-1 district:

1. Ranch and farm dwellings;
- ~~2. Agricultural uses, excluding all classes of feedlots; Crop Production;~~
3. Bulk grain storage, both publicly or privately owned or managed;
4. Irrigation and flood control projects;
5. Child care home;
6. Public parks and recreation areas;
7. Greenhouses and nurseries; and
8. Animal clinics, animal hospitals and veterinarian services.

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-16

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-114 EXCEPTIONS; 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 March 2, 2015, and recommended amending Section 90-114 Exceptions 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 III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-114 Exceptions of the Wayne Municipal Code is hereby amended as follows:

Section 90-114 Exceptions

- (20) ~~Development and/or expansion of first, second, third and fourth class feedlots.~~
First Class Animal Production.

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-17

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III, AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY AMENDING SECTION 90-115 CONDITIONS FOR GRANTING EXCEPTIONS; 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 March 2, 2015, and recommended amending Section 90-115 Conditions for Granting Exceptions 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 III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-115 Conditions for Granting Exceptions of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-115 Conditions for Granting Exceptions

Notwithstanding the requirements of article XI of this chapter, the following regulations shall apply as minimum requirements for granting exceptions in the A-1 district.

- (1) Airport sites shall be so situated that the airport hazard area defined by the state department of aeronautics shall not include any existing obstruction regardless of public or private ownership of the airport.
- (2) Any use involving a business, service or process not completely enclosed in a structure, when located on a site abutting on or across a street or an alley from any residential district shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials not less than six feet in height if the board of adjustment finds the use to be unsightly.
- (3) **For First Class Animal Production there shall be no more than 999 animal units on any parcel, and any lagoon or confined feeding yard must be at least 1,000 feet from any residential dwelling located on another parcel.**

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-18

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 2. A-1 AGRICULTURAL DISTRICT, BY ADDING SECTION 90-121 PERMITTED CONDITIONAL USES; 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 March 2, 2015, and recommended adding Section 90-121 Permitted Conditional Uses to 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 III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-121 Permitted Conditional Uses of the Wayne Municipal Code be added as follows:

Sec. 90-121 Permitted Conditional Uses

A building or premises in an A-1 district may be used for the following in conformance with the prescribed conditions:

- I. Second Class Animal Production
 - a. Where the parcel is adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One Two (1 2)~~ animal units per acre, **not to exceed 20 animal units.**
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - iv. **Any A-1 property abutting any Residential District needs to have a 100' buffer.**
 - b. Where the parcel is adjacent to the city limits or any R district, and is at least 40 acres in size,
 - i. ~~No more than 20 animal units~~ **Two (2) animal units per acre.**
 - ii. No more than 4 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 4 of those animal units may consist of chickens.
 - c. Where the parcel is not adjacent to the city limits or any R district, and is less than 40 acres in size,
 - i. ~~One Two (1 2)~~ animal units per acre, **not to exceed 40 animal units.**
 - ii. No more than 10 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 10 of those animal units may consist of chickens.
 - d. Where the parcel is not adjacent to the city limits or any R district, and is at least 40 acres in size
 - i. ~~No more than 80 animal units~~ **Two (2) animal units per acre.**
 - ii. No more than 20 of those animal units may consist of turkeys, ducks, and geese combined.
 - iii. No more than 20 of those total animal units may consist of chickens.

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-19

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 3. A-2 AGRICULTURAL RESIDENTIAL DISTRICT, SECTION 90-142 PERMITTED PRINCIPAL USES AND STRUCTURES; 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 March 2, 2015, and recommended amending Section 90-142 Permitted Principal Uses and Structures of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article III. Agricultural Districts, Division 3. A-2 Agricultural Residential District, Section 90-142 Permitted Principal Uses and Structures of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-142 Permitted Principal Uses and Structures.

The following shall be permitted as uses by right in an A-2 district:

- ~~1. Agricultural uses, excluding first, second and third class feedlots; Crop Production;~~
2. One single-family dwelling;
3. Irrigation and flood control projects;
4. Child care home;
5. Public parks and recreational areas;
6. Community buildings and/or facilities owned and/or occupied by public agencies; and
7. Public and/or private schools.
8. Structures that would be considered accessory structures if there was a dwelling on the premise.

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-20

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE III. AGRICULTURAL DISTRICTS, DIVISION 3. A-2 AGRICULTURAL RESIDENTIAL DISTRICT, BY ADDING SECTION 90-150 PERMITTED CONDITIONAL USES; 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 March 2, 2015, and recommended adding Section 90-150 Permitted Conditional Uses to the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article III Agricultural Districts, Division 3. A-2 Agricultural Residential District, is amended by adding Section 90-150 Permitted Conditional Uses as follows:

Sec. 90-150 Permitted Conditional Uses.

A building or premises in an A-2 district may be used for the following in conformance with the prescribed conditions:

1. Third Class Animal Production

Where the parcel is adjacent to the city limits or any R district, and is over 3 acres in size,

- i. One (1) animal unit per every acre over 3 acres + 2 animal units.
- ii. No more than 15 animal units.
- iii. Any structure housing animals or any confined area must be at least 100' from any property line which borders the city limits or any R district.
- iv. No more than 2 animal units may consist of swine.

b. Where the parcel is not adjacent to the city limits or any R district, and is over 3 acres in size,

- i. One (1) animal unit per every acre over 3 acres + 2 animal units.
- ii. No more than 30 total animal units.
- iii. No more than 2 animal units may consist of swine.

c. Where the parcel is 3 acres or less,

- i. Two (2) animal units.
- ii. Any structure housing animals or any confined area must be at least 100' from any property line which borders the city limits or any R district.

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 _____ day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-21

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE V. BUSINESS AND COMMERCIAL DISTRICTS, DIVISION 1. B-1 HIGHWAY BUSINESS DISTRICT, SECTION 90-352 PERMITTED PRINCIPAL USES AND STRUCTURES; 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 March 2, 2015, and recommended amending Section 90-352 Permitted Principal Uses and Structures of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article V. Business and Commercial Districts, Division 1. B-1 Highway Business District, Section 90-352 Permitted Principal Uses and Structures of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-352 Permitted Principal Uses and Structures.

The following shall be permitted as uses by right in a B-1 district:

1. Establishments which provide services or supply commodities primarily for the convenience of patrons traveling on state highways and major county road entrances to the city, including:
 - a. Building material sales, and non-livestock auction rooms, and monument sales.
 - b. Bus depots and transit stations.
 - c. Car/truck wash establishments, subject to section 90-355.
 - d. Commercial recreational facilities such as golf putting courses, golf driving ranges, drive-in movie theaters subject to section 90-355, riding stables, bowling alleys, and other similar recreational uses.
 - e. Construction sales and services.
 - f. Convenience stores, as defined in section 90-9.
 - g. Banks and other lending agencies, detached banking facilities, and automatic teller machines subject to section 90-355.
 - h. Equipment and supply rental establishments.
 - i. Feed and seed establishments.
 - j. Finance, insurance and real estate services.
 - k. Foodstores, delicatessens and supermarkets.
 - l. Freight terminals.
 - m. Garden centers, plant nurseries, and greenhouses.
 - n. Hotels and motels.
 - o. Ice cream and confectionery stores.
 - p. Miniwarehouses.
 - q. Model home displays and mobile and modular home sales.
 - r. Museums and art galleries.
 - s. Orchards, including the retail sales of produce with the retail sale of food items, nursery stock, Christmas trees, and gifts as accessory uses subordinate to the sale of produce.

- t. Public and private charitable institutions.
 - ~~u.—Raising of crops, pasturing of livestock (in accordance with all other city ordinances) and other open space agricultural uses, but not including any confined livestock feeding or any agricultural related buildings.~~
 - v. Repair garages, automobile service stations, and major body repair, but not including the dismantling or wrecking of vehicles or the storage of damaged or inoperable vehicles.
 - w. Restaurants, eating establishments, cafes, and food services, subject to section 90-355.
 - x. Sales, rental and display of automobiles, trucks, large construction and earth-moving equipment and implements, campers, recreational vehicles, cycles, mobile homes, modular homes, boats, and farm machinery, provided that all servicing and maintenance shall be conducted entirely within completely enclosed buildings.
 - y. Service stations.
 - z. Stores or shops for the sale of goods at retail.
 - aa. Taverns and nightclubs.
 - bb. Theaters.
 - cc. Transportation warehousing.
 - dd. Wholesale sales and services.
- 2. Signs subject to section 90-713.
 - 3. Roadside rest areas.
 - 4. Video rental (General Public)

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-22

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE V. BUSINESS AND COMMERCIAL DISTRICTS, DIVISION 1. B-1 HIGHWAY BUSINESS DISTRICT, BY ADDING SECTION 90-363 PERMITTED CONDITIONAL USES; 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 March 2, 2015, and recommended adding Section 90-363 Permitted Conditional Uses to the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article V. Business and Commercial Districts, Division 1. B-1 Highway Business District, is amended by adding Section 90-363 Permitted Conditional Uses as follows:

Sec. 90-363. Permitted Conditional Uses

A building or premises in a B-1 district may be used for the following in conformance with the prescribed conditions:

1. Crop Production
 - a. Not including any agricultural related buildings that include but are not limited to structures used to store grain or house animals.

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-23

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VI. INDUSTRIAL AND MANUFACTURING DISTRICTS, DIVISION 2. I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT, SECTION 90-482 PERMITTED PRINCIPAL USES AND STRUCTURES; 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 March 2, 2015, and recommended amending Section 90-482 Permitted Principal Uses and Structures of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article VI. Industrial and Manufacturing Districts, Division 2. I-1 Light Industrial and Manufacturing District, Section 90-482 Permitted Principal Uses and Structures of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-482 Permitted Principal Uses and Structures.

The following shall be permitted as uses by right in an I-1 district:

- ~~1. Agriculture, excluding the development or expansion of existing first, second or third class feedlots;~~ **Crop Production;**
2. Animal hospitals;
3. Automobile sales and services;
4. Automotive wash facilities;
5. Bottling works;
6. Building material sales, except for ready-mix concrete plants and similar uses which emit particulate, odor or smoke;
7. Carpenter, cabinet, plumbing or sheet metal shops;
8. Carpet and rug cleaning and repair services;
9. Disinfecting and exterminating services;
10. Dry cleaning, laundering and dyeing services;
11. Dyeing and finishing of textiles;
12. Educational and scientific research services;
13. Electrical sales and services;
14. Equipment rental and leasing services;
15. Farm machinery and equipment - retail;
16. Farm supplies - retail;
17. Feeds, grains and hay - retail;
18. Food lockers and storage services;
19. Freight forwarding services;
20. Furniture repair and reupholstering services;
21. Fur repair and storage services;
22. Garden centers and nurseries;

23. Gas utility maintenance yard;
24. Light manufacturing operation, provided such use complies with the performance standards set forth in section 90-714;
25. Landscape sales and services;
26. Mobile and modular home sales and manufacturing;
27. Newspaper publishing plants and commercial printing;
28. Photoengraving;
29. Photofinishing services;
30. Public and quasi-public uses of an educational, recreational or religious type, including public and parochial elementary schools and junior high schools, high schools, private nonprofit schools, churches, parsonages, and other religious institutions; parks and playgrounds;
31. (31) Public utility and public service uses;
32. Repair of electronics;
33. Recycling centers;
34. Service stations;
35. Stores or shops for the sale of industry goods at retail;
36. Telemarketing;
37. Telephone services;
38. Transportation warehousing;
39. wash services;
40. Veterinarian services;
41. Warehousing, storage and wholesale establishments except for products of a highly explosive, combustible or volatile nature;
42. Wholesale establishments except those which handle products of a highly explosive, combustible or volatile nature; and
43. Mini-Warehouses.
44. Adult Media Outlet, providing that these establishments are not located nearer than 500 feet of the following:
 - a. a church, synagogue, mosque, temple, or any other building which is used primarily for religious purposes and activities
 - b. a public or private educational facility including but not limited to child day care facility, nursery school, preschool, kindergarten, private school, elementary, intermediate, junior high, middle, or high schools, vocational schools, secondary schools, junior colleges, community colleges, universities, and shall include the school grounds of the above identified schools
 - c. any park, children's playground area, or youth sports complex including activity center
 - d. a property line of any lot devoted to a residential use
 - e. a hospital
 - f. a senior citizen center
 - g. a public library, or
 - h. any building owned and/or used by a political subdivision
 - i. In addition no adult oriented business of any type shall be located any closer than 1000 (feet) of any other adult oriented business.
 - j. No sexually explicit information, or images depicting nudity or partial nudity, shall be displayed exterior of a premise for the purpose of advertising or other notice to the public.

For purposes of the above, 500 feet shall be measured in a straight line, along the

pedestrian way, the shortest walking distance from the front or main door of the adult business to the front or main door of the use or uses identified above a. through g. one thousand feet shall be measured in a straight line regardless of surface obstructions.

45. Adult Sex Shop, providing that these establishments are not located nearer than 500 feet of the following:
- a. a church, synagogue, mosque, temple, or any other building which is used primarily for religious purposes and activities
 - b. a public or private educational facility including but not limited to child day care facility, nursery school, preschool, kindergarten, private school, elementary, intermediate, junior high, middle, or high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, community colleges, universities, and shall include the school grounds of the above identified schools
 - c. any park, children's playground area, or youth sports complex including activity center
 - d. a property line of any lot devoted to a residential use
 - e. a hospital
 - f. a senior citizens center
 - g. a public library
 - h. any building owned and/or used by a political subdivision
 - i. In addition, no adult oriented business of any type shall be located any closer than 1000 (feet) of any other adult oriented business.
 - j. No sexually explicit information, or images depicting nudity or partial nudity, shall be displayed exterior of a premise for the purpose of advertising or other notice to the public.

For the purposes of the above, 500 feet shall be measured in a straight line, along the pedestrian way, the shortest walking distance from the front or main doors of the adult business to the front or main door of the use or uses identified above a. through h. One thousand feet shall be measured in a straight line regardless of surface obstructions.

46. Light Industry
47. General Industry

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-24

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VI. INDUSTRIAL AND MANUFACTURING DISTRICTS, DIVISION 3. I-2 HEAVY INDUSTRIAL AND MANUFACTURING DISTRICT, SECTION 90-512 PERMITTED PRINCIPAL USES AND STRUCTURES; 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 March 2, 2015, and recommended amending Section 90-512 Permitted Principal Uses and Structures of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article VI. Industrial and Manufacturing Districts, Division 3. I-2 Heavy Industrial and Manufacturing District, Section 90-512 Permitted Principal Uses and Structures of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-512 Permitted Principal Uses and Structures.

The following shall be permitted as uses by right in an I-2 district:

1. Alfalfa dehydrating mills;
- ~~2. Agriculture, excluding the expansion of existing or development of new feedlots; Crop Production;~~
3. Animal care and hospitals;
4. Automobile and truck sales and service;
5. Blacksmithing and welding shops;
6. Bottling water;
7. Building materials, storage and sales;
8. Carpenter, cabinet, plumbing and sheet metal shops;
9. Cold storage plants;
10. Construction sales and services;
11. Disinfecting and exterminating services;
12. Dyeing and finishing of textiles;
13. Electrical sales and services;
14. Farm machinery sales, service and storage;
15. Feed and seed stores;
16. Food processing;
17. Foundries;
18. Freight and truck services;
19. Frozen food lockers;
20. Furniture repair and reupholstering services;
21. Fur repair and storage services;
22. Gas and petroleum field services;
23. Gas utility maintenance yard;

24. Grain elevator;
25. Harvesting services;
26. Irrigation equipment sales and manufacture;
27. Kennels - boarding and breeding;
28. Landscape sales and services;
29. Livestock auction or sales barn;
30. Machinery sales and storage lots;
31. Manufacturing operations;
32. Mobile and modular home sales and manufacturing;
33. Newspaper publishing plants and commercial printing;
34. Outdoor advertising services;
35. Photo finishing and engraving services;
36. Public and quasi-public uses of an educational, recreational or religious type, including public and parochial elementary schools and junior high schools, high schools, private nonprofit schools, churches, parsonages, and other religious institutions; parks and playgrounds;
37. Public utility and public service uses, and detention-type facilities including jails and centers;
38. Radios, televisions, phonographs, recorders, tape players and other similar devices ;
39. Railroad equipment maintenance yards;
40. Railroad freight terminals;
41. Railroad passenger terminals;
42. Railroad switching yards;
43. Recycling centers;
44. Road maintenance yards;
45. Seed cleaning and processing;
46. Service stations;
47. Stores or shops for the sale of industrial goods at retail;
48. Storage yards;
49. Telephone services;
50. Transportation warehousing;
51. Truck wash services;
52. Veterinarian services;
53. Warehouses or storage houses;
54. Water well, drilling services; and
55. Wholesale sales and services.
56. Agricultural Industry
57. Light Industry
58. General Industry
59. Heavy Industry, provided that the entire property is not located within 500 feet of the following:
 - a. A public or private educational facility including but not limited to child day care facility, nursery school, preschool, kindergarten, private school, elementary, intermediate, junior high, middle, or high schools, vocational schools, secondary schools, continuation schools, special education schools, junior colleges, community colleges, universities, and shall include the school grounds of the above identified schools.
 - b. Any park, children's playground area, or youth sports complex including a community activity center and a recreational trail.
 - c. A property line of any lot located in a residential district.

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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-27

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

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

Section 1. That Chapter 78, Article III, Section 78-134 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

78-134 Parking time limits of 15 minutes, 30 minutes and one hour; location

- (a) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than one hour upon the following locations:
1. The west side of Pearl Street from 140 feet 8 inches south of the centerline of
 2. West 3rd Street to 200 feet 8 inches south of the centerline of West 3rd Street.
 3. The north side of East 2nd Street from 130 feet west of the centerline of Logan Street to 173 feet west of the centerline of Logan Street.
 4. **The east side of Pearl Street from 74 feet north of the centerline of West 3rd Street to 134 feet north of the centerline of West 3rd Street.**
- (b) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than 15 minutes upon the following locations:
1. The west side of Pearl Street from 40 feet north of the centerline of West 3rd Street to 129 feet north of the centerline of West 3rd Street.
- (c) 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 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2015-28

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA TO VACATE THE REAL ESTATE DEDICATED TO THE PUBLIC FOR USE AS A PUBLIC ROAD LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1, MOHR'S INDUSTRIAL TRACT, SAID POINT BEING THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 TO THE SOUTHEAST SIDE OF LOT 1, JORGENSEN SUBDIVISION; THENCE NORTHEASTERLY ALONG THE SOUTHEAST SIDE OF LOT 1, JORGENSEN SUBDIVISION TO THE SOUTH SIDE OF NEBRASKA HIGHWAY 35 ROW; THENCE EASTERLY ALONG THE SOUTH SIDE OF NEBRASKA HIGHWAY 35 ROW TO THE WEST SIDE OF THORMAN STREET ROW; THENCE SOUTHERLY ALONG THE WEST SIDE OF THORMAN STREET ROW 60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES, MORE OR LESS, PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, AND TO APPROVE THE RETENTION OF SAID REAL ESTATE AS ALLOWED BY NEB. REV. STAT. § 19-917.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The real estate dedicated to the public for use as a public road, described as: "Commencing at the northeast corner of Lot 1, Mohr's Industrial tract, said point being the Point of Beginning; thence west along the north line of said Lot 1 to the southeast side of Lot 1, Jorgensen Subdivision; thence northeasterly along the southeast side of Lot 1, Jorgensen Subdivision to the south side of Nebraska Highway 35 ROW; thence easterly along the south side of Nebraska Highway 35 ROW to the west side of Thorman Street ROW; thence southerly along the west side of Thorman Street ROW 60 feet to the Point of Beginning, containing 0.15 acres, more or less, part of the Northeast Quarter of Section 18, Township 26 North, Range 4 East of the 6th P.M., Wayne County, Nebraska," is hereby vacated.

Section 2. The land comprising said real estate shall be retained by the City of Wayne, Nebraska, and will remain the property of the City of Wayne, Nebraska, as allowed by Neb. Rev. Stat. § 19-917.

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

PASSED AND APPROVED this 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

Betty A. McGuire, City Clerk

RESOLUTION NO. 2015-43

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
"WAYNE AIRPORT LIFT STATION PROJECT."**

WHEREAS, three bids were received on April 9, 2015, on the "Airport Lift Station Project;" and

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

WHEREAS, Olsson Associates is recommending that the contract be awarded to Mark Albenesius, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Airport Lift Station Project," as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>	<u>Amount</u>
Mark Albenesius, Inc. South Sioux City, NE 68776	\$87,353.00

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

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

PASSED AND APPROVED this 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2015-44

A RESOLUTION APPROVING THE JOINT DEFENSE AND COMMON INTEREST AGREEMENT BETWEEN NORTHEAST NEBRASKA PUBLIC POWER DISTRICT; THE CITY OF WAYNE, NEBRASKA; THE CITY OF SOUTH SIOUX CITY, NEBRASKA; THE CITY OF WAKEFIELD, NEBRASKA; AND BAIRD HOLM LLP.

WHEREAS, the City of Wayne is desirous of entering into what is known as a "Joint Defense and Common Interest Agreement" between Northeast Nebraska Public Power District, the City of South Sioux City, Nebraska, the City of Wakefield, Nebraska, and Baird Holm LLP, for the purpose of retaining the law firm of Baird Holm LLP to provide legal advice regarding a rate dispute with Nebraska Public Power District.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Joint Defense and Common Interest Agreement," a copy of which is attached hereto and incorporated herein by reference, is hereby approved, and the Mayor is hereby authorized to sign said agreement on behalf of the City.

PASSED AND APPROVED this 21st day of April, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

JOINT DEFENSE AND COMMON INTEREST AGREEMENT

This Joint Defense and Common Interest Agreement ("Agreement") is entered into effective _____, by and among Northeast Nebraska Public Power District ("Northeast"); the City of Wayne, Nebraska ("Wayne"); the City of South Sioux City, Nebraska ("South Sioux City"); and the City of Wakefield, Nebraska ("Wakefield"). The term Parties includes Northeast, Wayne, South Sioux City, Wakefield, and their agents, assigns, employees, representatives, successors, parents, subsidiaries and other affiliates, and all those acting or purporting to act on their behalf.

WHEREAS,

1. The Parties are each wholesale customers of Nebraska Public Power District ("NPPD") and purchase demand and energy from NPPD at rates set forth in the Parties' respective wholesale power contracts with NPPD; and

2. NPPD has advised the Parties of its intention to charge for demand and energy to wholesale customers at differing rates depending upon the form and date of the particular wholesale power contract in place with the customer and customers' notices of intent to limit and reduce their purchases from NPPD (the "Rate Dispute"), and the Parties believe they share a common position in connection with the Rate Dispute; and

3. The Parties desire to explore the legal validity of NPPD's position regarding the Rate Dispute, and to consider joint negotiations with NPPD or potential legal action against NPPD regarding the Rate Dispute; and

4. The Parties intend to rely on their joint work product in evaluating and implementing a potential course of action in connection with the Rate Dispute; and

5. The Parties together have engaged Baird Holm LLP (the "Attorneys") to provide legal advice regarding the Rate Dispute; and

6. To further their common interest the undersigned Parties desire to share Privileged Materials on a confidential basis, and to employ to the extent available under applicable law, all of the protections and Privileges against discovery available under law. Accordingly, any such sharing of Privileged Materials is not intended to, and shall not, constitute a waiver of any Privileges.

NOW, THEREFORE, the Parties agree as follows:

1. As used herein "Privileged Materials" means communications, advice, opinions and other information embodied in any form, whether oral, electronic or written, relating to the Rate Dispute that are exchanged between Parties or Attorneys, or between any Party and the Attorneys, prior to or after the execution of this Agreement. Privileged Materials include, without limitation, documents, things, information, mental impressions, factual materials, memoranda, opinions of counsel, communications among the Parties and Attorneys, analyses of claims, defenses, counterclaims, legal strategy or tactics, interview reports and experts' reports. This Agreement is intended to invoke the full scope of protection from disclosure afforded by the attorney-client privilege, the work product doctrine and the joint defense and common interest privileges (the "Privileges") as provided by law.

2. The Parties shall endeavor to develop a common strategy in connection with any claims, demands, challenges or lawsuits related to the Rate Dispute in whatever form finally approved by the Parties. Toward this goal, the Parties shall meet individually or as a group at such times as they deem necessary.

3. Each Party shall act in a manner that is consistent with the common strategy and defense, unless one Party first informs the other Party that it intends to act otherwise. Should a Party inform the other Party that it intends to take inconsistent action, the Party planning such action shall not take such action until the other Party has had a reasonable opportunity to evaluate and adjust to the inconsistent action.

4. It is the intention and understanding of the Parties that Privileged Materials will be shared between the Parties, any separate attorneys engaged by any individual Party, Baird Holm LLP, and any consultants engaged by the parties or by Baird Holm LLP. Any such information so shared shall constitute Privileged Materials and shall remain confidential and protected from disclosure to any third-party by the Privileges. None of the Privileged Materials shared as a result of this Agreement may be disclosed to third-parties without the consent of the Party that made the information available in the first instance, unless required by law.

5. Each Party agrees that it will assert all Privileges in opposition to any discovery request, subpoena or other demand propounded by any person or entity not a signatory to this Agreement that seeks Privileged Materials, and will otherwise take all reasonable and necessary precautions to ensure the continued confidentiality of any Privileged Materials exchanged between the Parties. Each Party further agrees that it will notify all signatories of any and all such discovery requests.

6. Nothing in this Agreement shall limit or interfere with the right and ability of any Party to institute or conduct its own independent prosecution or defense of any claims or lawsuits. Each Party expressly reserves the right to make its own independent judgment in all matters and on all issues.

7. Nothing in this Agreement shall create an attorney-client relationship between any Party's separate attorneys other than Baird Holm LLP, and any other person or entity, or affect the right of any Party's separate attorneys to advise his or her client in a manner consistent with the best interests of that client.

8. For purposes of this Agreement Baird Holm LLP is engaged by all Parties to provide legal advice and services to all Parties regarding the Rate Dispute, and therefore, communications to and from Baird Holm LLP related to the Rate Dispute shall be deemed Privileged Materials subject to this Agreement.

9. The Parties do not intend for this Agreement to create a conflict of interest for any of the Parties' separate Attorneys or for Baird Holm LLP, and the Parties do not believe this Agreement creates any such conflict. Should an adversarial relationship subsequently develop between any of the Parties, the Parties will not seek to disqualify Baird Holm LLP from representing any individual Party in any unrelated dispute by virtue of their representation of the respective Parties in the common strategy and defense. In the event of a dispute among the Parties, or between one Party and the other Parties, each Party agrees that Baird Holm LLP may continue to represent Northeast to the extent the law allows, and that each other Party agrees not to attempt to disqualify Baird Holm LLP from doing so.

10. This Agreement shall remain in effect, and shall be binding upon the Parties, their successors, and assigns until any claims and challenges relating to the Rate Dispute have been resolved. A Party may withdraw from this Agreement at any time by providing 10 (ten) day's advance written notice to the other Parties; provided, however, that the Parties shall at all times comply with the obligations set forth in this Agreement to maintain the privileged and/or confidential nature of any Privileged Materials and shall have an ongoing duty to ensure the continued confidentiality of any such Privileged Materials exchanged between the Parties between the Effective Date and the date the withdrawing Party withdraws from this Agreement.

11. The laws of the State of Nebraska shall govern this Agreement. Should a court determine that any provision of this Agreement is void, or otherwise unenforceable, the provision shall be deemed amended to conform to applicable law. All other provisions shall remain in effect and unchanged.

12. This Agreement shall not constitute or be used as evidence of any admission by any of the Parties as among themselves or by any person not a Party. Each Party individually, and the Parties collectively, shall maintain this Agreement and its contents as confidential except as to one another.

13. No amendment, modification or waiver of this Agreement or any provision thereof shall be binding upon the Parties unless it is in writing and executed by all Parties.

14. Nothing in this Agreement shall limit or interfere with the right and ability of any Party to conduct its own independent research and analysis of the Rate Dispute or any claims or challenges in connection with the Rate Dispute. Likewise, nothing in this Agreement shall affect the right of any Party to pursue or defend a claim against a Party, or others in the future. Nothing in this Agreement shall obligate any Party or its attorneys to participate in meetings of counsel, disclose confidential or other information to any Party or its attorneys, or to take any other particular action with respect to claims.

15. Nothing in this Agreement is intended to require the Parties to share attorney's fees and costs of research, analysis and advice or defense of claims and challenges, except that the Parties have agreed on an allocation of fees of Baird Holm LLP in connection with the Rate Dispute, which shall issue its invoices in connection with the Rate Dispute to Northeast, which shall thereafter allocate that expense to other Parties accordingly.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

17. Each Party represents and warrants that it has taken all necessary actions to authorize the person signing below on its behalf to execute this Agreement and to bind that Party to all terms and conditions of this agreement.

[Signature Page Follows]

AGREED:

**Northeast Nebraska Public Power
District**

Signed: _____

Printed: _____

Its: _____

Date: _____

City of Wayne, Nebraska

Signed: _____

Printed: _____

Its: _____

Date: _____

City of South Sioux City, Nebraska

Signed: _____

Printed: _____

Its: _____

Date: _____

City of Wakefield, Nebraska

Signed: _____

Printed: _____

Its: _____

Date: _____

Baird Holm LLP

Signed: _____

Printed: _____

Date: _____

CITY OF WAYNE TRANSFER STATION OPERATION AGREEMENT

This Agreement is entered into by and between the _____, a Nebraska corporation, hereinafter referred to as "Operator," and **the City of Wayne, Nebraska**, a municipal corporation, hereinafter referred to as "City";

WHEREAS, the City has sought proposals for operations of the City's Transfer Station, located 110 S. Windom Street in Wayne; and

WHEREAS, Operator has timely submitted its proposal for operation of the transfer station; and

WHEREAS, the City desires to enter into an agreement with Operator to allow it to operate the transfer station under certain conditions;

NOW, THEREFORE, in consideration of mutual covenants contained herein, City and Operator enter in the Agreement under the following terms and conditions:

1. This Agreement will be effective as of the date of its execution by the parties hereto and remain in effect for a period of three (3) years unless terminated by either party as hereinafter set forth and renewable for an additional consecutive three (3) years upon agreement of both parties.
2. Operator agrees to pay a fee of _____ dollars (\$_____) per month to the City for the use of the transfer station.
3. There shall be no separate legal or administrative entity created by this Agreement.
4. Operator shall operate the transfer station under the City of Wayne's Nebraska Department of Environmental Quality (NDEQ) Solid Waste Permit, and agrees to follow all requirements and conditions of said permit.
5. Operator will provide proof of liability insurance in the amount of one million dollars (\$1,000,000), with the City named as an insured and will pay the cost of the City insurance for the transfer station.
6. City will maintain and repair the grounds, equipment, and buildings of the transfer station
7. Operator agrees that it will use all reasonable efforts to keep the grounds and surrounding area free of litter.
8. Operator will pay all the utility costs associated with the operation of the transfer station under this Agreement.
9. Operator agrees to provide staffing and management to operate the transfer station as a facility for the collection of garbage and recyclable materials which shall be open to the public for a minimum of fifteen (15) hours per week and by appointment as determined by Operator.

10. Operator agrees to accept garbage from City buildings, parks, facilities, and special events, including, but not limited to, the annual Wayne Chicken Show and related activities at no cost to the City. Operator also agrees to accept garbage from Wayne County road litter and the Wayne County Fair at no cost to the County.
11. Operator agrees to provide continued access and space for the local Boy Scout troop to operate their current [newspaper-recycling](#) collection program.
12. Operator agrees to provide containers at the transfer station to collect co-mingled recycling, [single stream recycling](#) and metal scrap from the City and/or the public to be transported and/or sold by Operator, and agrees to provide access to and space within the transfer station. [Operator agrees to post clear signage indicating what to recycle for each container, and provide flyers for public dissemination on what items are accepted at the Transfer Station for recycling.](#)
13. Operator agrees to accept the following materials under the following conditions at the transfer station:
 - a. Tires will be accepted for a fee as determined by Operator to cover the disposal costs of said tires.
 - b. Waste oil will be accepted at no charge and then collected by Wayne County at no additional charge to Operator
 - c. Refrigeration appliances will be accepted for a fee charged to the customer. Operator will drain the appliances of Freon and certify them as free of Freon.
- [14. Operator agrees to post for public viewing a schedule of any fees imposed on the collection of garbage or special materials brought to the Transfer Station for disposal. Operator will review the schedule yearly for updates and will provide a copy to the City when changed.](#)
- [14-15.](#) City will retain control and use of Lots 4 and 5, Original Town of Wayne, Nebraska.
- [15-16.](#) Operator will report the following monthly to the City:
 - a. scale tickets for total tonnage of [trash-garbage](#) collected at Wayne Transfer Station
 - b. scale tickets for total tonnage of [all](#) single stream recycling [by item](#) collected at Wayne and delivered to a recycling center
 - [c. scale tickets for total tonnage of all mixed stream recycling collected at Wayne and delivered to a recycling center](#)
 - [e-d.](#) scale tickets for total tonnage of steel scrap collected at Wayne and sold

d-e scale tickets for recycled glass collected at Wayne

e-f scale tickets for single baled cardboard collected at Wayne and sold

g scale tickets or actual count of tires collected at Wayne Transfer Station

f-h scale tickets for any other items that are regularly collected at Wayne Transfer Station.

i a log of customer complaints and resolution

g-j identification of the proprietor or business where the above items are delivered to for disposal and/or recycling.

16-17 In the event that either party breaches any portion of this agreement, each party may pursue any remedies allowed by applicable law.

17-18 This Agreement shall be binding upon and inure to the benefit of any and all successors, assigns, heirs, or their beneficiaries, of Operator.

18-19 This Agreement shall be construed pursuant to the laws of the State of Nebraska.

19-20 Any and all amendments, modifications or other changes to this Agreement shall be in writing, executed by the parties and attached to this Agreement.

20-21 This Agreement may be terminated at any time as follows:

- a. by either the City or Operator upon not less than thirty (30) days' prior written notice to the other party in the event that such other party has materially breached its obligations under this Agreement and has failed or refused to remedy such breach within thirty (30) days after written demand therefore is given by the aggrieved party to the other;
- b. by either City or Operator upon written notice to the other party, effective immediately, in the event the other party shall become the subject (voluntarily or involuntarily) of any proceeding relating to bankruptcy or insolvency, or makes an assignment or other arrangement for the benefit of its creditors, or is dissolved or liquidated (except as a consequence of a merger, consolidation or other corporate reorganization not involving the insolvency of such dissolved or liquidated party);
- c. by either party, for any reason, upon ninety (90) days written notice; or
- d. at any time and for any reason by mutual agreement of the parties

21-22 Operator, its successors and assigns, hereby agrees to save and hold harmless City and any of its employees or agents from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property

whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by City. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. This save harmless clause is not intended to indemnify against any cost or damage, or portion thereof, caused by City.

~~22-23~~ All notices required or permitted hereunder shall be in writing and shall be deemed given when personally delivered or upon enclosure thereof in the adequately post-paid envelope, sent by first-class certified mail, to that party at the following address (or to such other address of which either party may advise the other in writing):

City of Wayne _____
306 Pearl Street _____
Wayne, NE 68787 _____

In witness whereof, the parties have hereunto executed this Agreement on this _____ day of _____, 20_____.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

Attest: _____
City Clerk

_____ Operator _____

By _____