

**AGENDA
CITY COUNCIL MEETING
May 5, 2015**

1. [Appointment of City Attorney](#)
2. [Introduction of new Police Officers — Josh Fischer and Chris Peterson](#)
3. [Approval of Minutes – April 21, 2015](#)
4. [Approval of Claims](#)

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

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

5. [Action on Request of an Ag Deferral for Special Assessments for Sanitary Sewer Extension District No. 2015-01 and Water Extension District No. 2015-01 — Patrick J. and Gretchen T. O'Reilly](#)

Background: The O'Reilly property is zoned A-2 and abuts Grainland Road within the Southview Subdivision Sewer and Water Extension District. The O'Reillys do not plan to subdivide their property at this time and have asked for the deferral of payment of their utility assessments until such time in the future when they do develop their property.

Recommendation: State Law allows owners of agricultural zoned property to request a deferral of subdivision development assessments without interest until the property is developed.

6. [Public Hearing: To Consider the Planning Commission's recommendation in regard to the Final Plat for the Frese Farms 1st Subdivision. The applicant, Hollis Frese, is seeking the request for the subdivision. \(Advertised Time: 5:30 p.m.\)](#)

Background: Frese Farms is selling a 2-acre parcel of land that is cut off from the rest of the quarter section by a creek. The buyer owns adjoining land on the other side of the creek and will farm the 2-acre parcel with his. The parcel is located within the City of Wayne extraterritorial zoning jurisdiction and Nebraska law requires a subdivision to be created to sell off small parcels within the ETJ.

7. [Resolution 2015-46: Approving the Final Plat for Frese Farms 1st Subdivision](#)

Recommendation: The recommendation of Joel Hansen, Zoning Administrator, is to approve the subdivision and plat.

8. [Public Hearing: Blighted and Substandard Area Determination – Industrial Drive East Area \(Advertised Time: 5:30 p.m.\)](#)

Background: The Community Redevelopment Authority retained Northeast Nebraska Economic Development District to update the Blight Study completed earlier for the Pacific Coast Feather property, the Robert Woehler & Sons property, the abandoned Liquid Tire Fill Property, and the lot owned by the City along Hwy 35.

9. [Resolution 2015-47: Making Findings and Declaring Portions of the City of Wayne to be Blighted and Substandard Pursuant to the Nebraska Community Development Act — Industrial Drive East Area](#)

Recommendation: The recommendation of the Community Redevelopment Authority is to approve the Blight Study and declare the area blighted to make TIF (tax increment financing) incentives available to new businesses to help clean up and develop the property.

10. [Update and authorization to order materials for the Rebuild Hank Project — Pat Melena, Chair of the Rebuild Hank Project Committee](#)

Background: The Insurance Company has provided the funding to order materials and begin construction. At a previous Council meeting, there were a couple of questions about the extra cost of the stain requirements for the exterior materials. The cost to seal and stain the rough lumber each time is less than painting, but rough lumber will need to be resealed about every 3-5 years, making the average cost about \$1,000 per year. Regular lumber needs to be repainted about every 15 years, making the average cost about \$500 per year

Recommendation: The recommendation of the Rebuild Hank Committee is to use the Sand Creek materials for the exterior.

11. [Resolution 2015-48: Approving the Plans, Specifications and Estimate of Cost for the “2016 Wayne Aquatic Center Project” for Submission to Nebraska Health & Human Services to Review, and Authorizing the City Clerk to Advertise for Bids](#)

Background: The Swimming Pool Committee and the engineer, JEO, will present their recommendation for design and construction of the pool. The engineer’s estimate is \$2.9 million. If you approve the plans, the next step is to advertise for bids.

12. [Resolution 2015-49: Approving Amendment No. 6 to Communication Tower and Real Estate Lease Agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless](#)

Background: Verizon is updating their cell phone equipment on our communications tower by City Hall. We have an existing lease with Verizon to utilize the area of the tower between 136 ft. and 134 ft. above the ground and locate their equipment in a room in the northeast corner of the basement of City Hall. The lease contract automatically renews every five years until 2029, and currently pays us \$2,600 per month. Verizon must have our approval to change the equipment on the tower and must provide engineering assurance that their equipment will not conflict with our public safety communications equipment.

Recommendation: The recommendation of Marlen Chinn, Police Chief, and Brian Kesting, Technology Support Specialist, is to approve the amendment.

13. [Resolution 2015-50: Approving Interlocal Agreement to share law enforcement services between the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College](#)

Background: This one-year agreement provides a city police officer on campus 22 hours per week during the fall and spring semesters and provides dispatch for campus security after hours for \$30,000 per year. WSC requires City Council approval of this agreement before they submit it to the State College Board for their approval, so if you want to consider amendments to the agreement, this would be the time. If the agreement is not signed, we would reschedule those 22 hours into regular police coverage of the city.

At the Council meeting, Marlen and I wish to clarify for you the city police department's actual role and perceived role in Section 4 - Criminal Investigation section of the agreement. The changes shown in the attached agreement are proposed by the State College Board in response to their concerns about increased privacy for students. This may restrict our ability to respond to assault complaints in a way expected by you as elected officials and the public.

14. [Resolution 2015-51: Approving Interlocal Agreement with Wayne County for Joint Services](#)

Background: Wayne County is relocating the Wayne County road operating location to their new site south of Van Diest Chemical. They will construct all of their buildings at the north, higher elevation end of their new location and will be connecting to the existing sanitary sewer manhole at the intersection of Erin and Thorman Streets.

It is normal policy for Wayne and most towns that whenever new lots are connected to the sewer and water system, the owner of the lot has to pay half of the cost to extend the sewer or water line across the frontage of their lot to the next lot to be connected. The lot owner or owners on the other side of the street have to pay the other half of the sewer extension cost. An exception to this is the new North Star office just east of Rainbow World. The North Star property is at the top of the hill and no gravity flow sewer service can ever be built to the east to service the next lot.

The only time the Sewer Department itself has built sewer lines at the cost of the city is when we have been building new sewer out in the Industrial Park outside city limits to connect the businesses out there that want sewer service. In the Industrial Park, the city has been building all the sewer line at our own expense and calling it "Pioneering Expense" to be used at some future time to connect new and existing businesses. As each new business connects to our city sewer, we bill them, through their "sewer hook-up fee," the amount of their prorated share of the cost to build the entire sewer system out to the far end of their property being served. Those prorated costs per lot have been calculated based on front footage, like regular assessments, by Olsson Associates, and those sewer hookup fees for each lot have been approved by council Resolution. A copy of the Resolution has been filed at the Courthouse with the title for each property, so all know what the future liability for that lot owner is to pay the sewer hook-up fee.

In the case of the new County sewer hook-up:

1. There is already an adequate sewer manhole in the immediate area of the county buildings to connect a service line.
2. The County won't need any future sewer to the south on their lot, but a sewer will still have to be extended at some later date to serve the two undeveloped lots on the west side of Thorman Street across from the big County lot.
3. The existing sewer line gravity flows back to the north toward the highway.
4. The elevations of Thorman Street and of the County's land drops quickly to the south towards 4th Street, and any gravity flow sewer extended south becomes too shallow to use before it gets to 4th Street.
5. A gravity flow sewer can be extended part of the way south along Thorman Street, depending on whether the future buildings on the west side will have basements or will be slab on grade.
6. Since that distance is an unknown at this time, it makes no sense to make the County extend a sewer main to some unknown point at this time.
7. However, if the County connects to our city sewer at this time without extending the sewer line south as required, the City loses the future ability to allocate any future sewer extension cost to the County. State Statutes determine that if a lot is already being served by sewer, then that lot won't benefit from the cost of future sewer assessments to extend the sewer across that served property to the next property. Thus the City Sewer Department ends up paying that cost if required.
8. The most logical future ending point to the south for a future sewer extension is the intersection of Alex and Thorman Streets. At that point, the depth would be getting shallow, but all the platted lots would then have gravity flow sewer service for future slab-on-grade buildings. The estimated cost to extend 400 feet of sanitary sewer, plus another manhole to that intersection that the County would avoid by this agreement is \$15,000.
9. The City Public Works Department owns a 1966 motor grader that we purchased used from the County. It has no power steering for the tight work we have in town, it needs maintenance, and is taking up a lot of room in our street shop. We are advertising it for sale and plan to hire future grading work done. We hope to get an offer for you to consider.
10. If we estimate that we would hire \$1,500 worth of motor grader work per year for ten years, that would equal \$15,000, and a potential fair trade in lieu of the unknown future sewer cost.
11. An alternate solution is to bill the County now for \$15,000 to put in escrow for when a future sewer is needed or amend this interlocal agreement to allow the County to connect to the city sewer at this time, with a commitment to pay the actual cost of their portion at a later date.

Recommendation: The County Board has not acted on this. The recommendation of Lowell Johnson, City Administrator, is to monetize the estimated value of the future sewer extension obligation and share motor grader service with the County.

15. [Ordinance 2015-20: Amending Wayne Municipal Code, by adding Section 90-150 Permitted Conditional Uses in the A-2 Agricultural Residential District \(Third and Final Reading\)](#)

16. [Ordinance 2015-27: Amending Wayne Municipal Code, Section 78-134 relating to Parking Time Limits of 15 Minutes, 30 Minutes and One Hour \(Bailey's Hair & Nails - 3 stalls\) \(Third and Final Reading\)](#)
17. [Ordinance 2015-28: Vacating a Portion of the Frontage Road North of the Wayne Veterinary Clinic \(Third and Final Reading\)](#)
18. Action on Request by the Boy Scouts to build a picnic shelter at the Boy Scout Park

Background: The Wayne Boy Scouts are proposing an Eagle Scout project for 2016 that would build a picnic shelter (designed like the south shelter in Bressler Park), a fire pit ring, and a small concrete base for a Porta-Pottie in the summer. A copy of their proposal is in this packet. They want your approval before they start fundraising.

19. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Wayne Public Library Board of Trustees Minutes – March 3, 2015](#)

**MINUTES
CITY COUNCIL MEETING
April 21, 2015**

The Wayne City Council met in regular session at City Hall on Tuesday, April 21, 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, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Nick Muir.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 9, 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 Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of April 7, 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 Councilmember Muir who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ALEXANDER, RANDY, SE, 474.88; ALL-AMERICAN PUBLISHING, SE, 294.00; AMAZON.COM, SU, 587.58; AMERITAS, SE, 2292.13; APPEARA, SE, 232.06; BAKER & TAYLOR BOOKS, SU, 805.93; CITY EMPLOYEE, RE, 150.00; CARROLL DISTRIBUTING, SU, 42.24; CHUCK LEYPOLDT, SU, 12.00; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 200.00; CITY OF WAYNE, RE, 200.00; CITY OF WAYNE, PY, 63293.02; CITY OF WAYNE, RE, 165.00; CITY OF WAYNE, RE, 60.00; CITY OF WAYNE, RE, 1628.73; CLEAN TO A T, SE, 890.00; COMMUNITY HEALTH, RE, 4.00; CONSOLIDATED MANAGEMENT, SE, 162.75; COPY WRITE, SU, 3.15; CUMMINS CENTRAL POWER, SU, 149.72; DITCH WITCH OF OMAHA, SU, 78.07; EASYPERMIT POSTAGE, SU, 1997.40; ECHO GROUP, SU, 585.67; CITY EMPLOYEE, RE, 45.09; FASTENAL, SU, 233.74; FIREMAN, RE, 300.00; FIRST CONCORD GROUP, SE, 3476.32; FLOOR MAINTENANCE, SU, 89.14; FREDRICKSON OIL, SU, 1075.05; GALE GROUP, SU, 61.77; GANDER FOODS, SU, 48.00; GILMORE & BELL, SE, 5500.00; GUARANTEE ROOFING, SE, 346.36; H.K. SCHOLZ, SU, 16507.50; HEIDI CLAUSSEN, SE, 150.00; HEIKES AUTOMOTIVE, SE, 1874.59; HILLYARD/SIOUX FALLS, SU, 28.30; HOMETOWN

LEASING, SE, 412.00; ICMA, SE, 7098.29; IRS, TX, 23312.09; KATHY NELSON, FE, 15.00; KEEP NEB BEAUTIFUL, FE, 35.00; J.P. COOKE COMPANY, SU, 155.75; JOHN'S WELDING AND TOOL, SE, 34.15; KRIZ-DAVIS, SU, 2686.50; LEAGUE OF NEBRASKA, FE, 130.00; LINPEPCO, SU, 496.00; LORDAR, SU, 213.44; LUTT OIL, SU, 3595.43; LYNN GAMBLE, RE, 500.00; MICHAEL TODD & CO, SU, 1449.19; MSC INDUSTRIAL, SU, 190.61; NATL LEAGUE OF CITIES, FE, 1117.00; CITY EMPLOYEE, RE, 67.04; NE DEPT OF REVENUE, TX, 3322.37; NE DEPT OF ROADS, SE, 114545.82; NE SAFETY COUNCIL, SE, 53.58; NMPP ENERGY, FE, 2111.50; N.E. NE AMERICAN RED CROSS, RE, 39.24; NNPPD, SE, 12306.60; NOVA HEALTH EQUIPMENT, SE, 653.10; OLSSON ASSOCIATES, SE, 1922.10; OTTE CONSTRUCTION, SE, 53104.00; PIEPER & MILLER, SE, 3210.00; QUALITY 1 GRAPHICS, SU, 25.00; ROBERT WOehler & SONS, SE, 32913.24; SIOUXLAND TURF PRODUCTS, SU, 3260.00; SPARKLING KLEAN, SE, 3758.95; SHOPKO, SU, 203.06; STADIUM SPORTING GOODS, SU, 216.00; STATE NEBRASKA BANK, RE, 250.66; STATE NEBRASKA BANK, RE, 103.97; TAK, INC, SE, 75.00; TYLER TECHNOLOGIES, SE, 748.75; UNITED WAY, RE, 14.00; USC FOUNDATION, SU, 119.00; VAC – SHACK, SU, 500.00; VIAERO, SE, 129.52; WAYNE AUTO PARTS, SU, 160.67; WAYNE BASEBALL ASSOCIATION, SU, 100.00; WAYNE HERALD, SE, 2229.28; WESCO DISTRIBUTION, SU, 57.78; WAPA, SE, 34186.91; WESTERN IOWA TECH, FE, 225.00; ZEE MEDICAL SERVICE, SU, 82.48; AHERN CO, SE, 611.00; BOMGAARS, SU, 5.69; BROWN SUPPLY, SU, 612.00; CHEMQUEST, SE, 595.00; CITY OF WAYNE, RE, 550.00; CONSOLIDATED MANAGEMENT, SE, 153.25; DEARBORN NATIONAL LIFE, SE, 2019.99; DGR & ASSOCIATES, SE, 1494.00; HEARTLAND PAPER, SU, 113.37; HMC, FE, 155.00; IRS-DEPT OF TREASURY, RE, 8.42; ISLAND SPRINKLER SUPPLY, SU, 1190.09; NNEDD, SE, 183.00; NE DEPT OF ROADS, SE, 3150.00; NE SAFETY COUNCIL, SE, 248.00; NPPD, SE, 281070.10; OLSON TREE SERVICE, SE, 6200.00; OVERDRIVE, INC., SU, 242.67; PARTS ENGINEERING, SU, 101.39; PITNEY BOWES, SE, 258.00; ROBERTSON IMPLEMENT, SU, 111.96; STAPLES ADVANTAGE, SU, 375.68; THE GLASS EDGE, SU, 264.00; TITAN MACHINERY, SU, 113500.00; TOM'S BODY & PAINT SHOP, SU, 39.90; VERIZON, SE, 99.30; WAYNE LIBRARY LANDSCAPE, RE, 100.00; WESTERN OFFICE PRODUCTS, SU, 417.74

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

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

Mayor Chamberlain proclaimed Friday, April 24, 2015, as "Arbor Day."

Phil Monahan, Fire Chief, introduced Joe Ernst, who has submitted an application for membership to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, approving the Application for Membership of Joe Ernst to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, presented the Council with a proposal from Eddy Weiss, CRL & Associates, to go from a two-module storm shelter (originally donated to the Fire Department) to a four-module shelter for \$2,030, plus shipping.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, authorizing the purchase of additional modules for space up to 14 people for \$2,030 for the Fire Hall tornado shelter. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Penny Vollbracht, Senior Center Coordinator, advised the Council that one bid was received for the preparation of the hot meals at the Senior Center. The bid came from Chartwells. Congregate meals will increase to \$5.40 (\$.22 higher) per meal and home-delivered will increase to \$5.70 (\$.26 higher) per meal. This bid is in effect from July 1, 2015, through June 30, 2016.

Discussion took place regarding the costs associated with providing congregate and home-delivered meals and the amount subsidized by the City for these two programs. Staff was asked to contact other centers who cater meals to find out what they charge for those services, the number of meals served per day, etc., for comparison purposes.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving the bid received from Chartwells to prepare the hot meals as part of the nutrition program for the elderly at the Wayne Senior Center. Mayor Chamberlain stated the

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

Heather Reinhardt, representing the Leadership Wayne Class, was present requesting Council consideration to purchasing park equipment for the Wayne Summer Sports Complex. They were proposing two locations for the equipment, one of which was in the northeast corner of the complex, and the other, which was on the south side of the complex. However, the group was recommending that the park equipment be placed in the northeast location. The cost of the playground equipment proposed for the northeast location would be approximately \$34,695.17. The cost of the playground equipment proposed for the south location would be approximately \$35,117.58.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, approving the recommendation of the Leadership Wayne Class for park equipment at the Summer Sports Complex at the northeast location. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Administrator Johnson stated Steven F. Mrsny has made a written request for an agricultural deferral of the special assessments for Sanitary Sewer Extension District No. 2015-01 and Water Extension District No. 2015-01. These are the sanitary sewer and water improvements that will be made on Grainland Road (Southview Addition).

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, approving the request of Steven F. Mrsny for an ag deferral of special assessments for Sanitary Sewer Extension District No. 2015-01 and Water Extension District No. 2015-01 (Grainland Road – Southview Addition). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-12, and moved for approval of the third and final reading thereof; Councilmember Greve 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Discussion took place concerning Ordinance No. 2015-18.

Councilmember Giese introduced Ordinance No. 2015-18, and moved for approval of the third and final reading thereof, and Councilmember Eischeid seconded the same, 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:

- 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 (4 2) animal units~~ per acre, ~~not to exceed 20 40 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 structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100' from any property line, which borders the city limits or any R district.~~
 - 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 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.~~
 - b. 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.
 - iv. **Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100' from any property line, which borders the city limits or any R district, and at least 300' from a residential dwelling on another property.**
- c. 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.
 - iv. **Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100' from any property line, which borders the city limits or any R district, and at least 300' from a residential dwelling on another property.**

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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Discussion then took place regarding Ordinance No. 2015-20.

After discussion, Councilmember Giese introduced Ordinance No. 2015-20, and moved for approval of the second reading thereof, with the following amendments:

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

- a. 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 storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100' from any property line which borders the city limits or any R district and at least 25' from any other property line.**
 - 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.
 - iii. **Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 25' from any property line which does not border the city limits or any R district that has a residential dwelling on it.**

- 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.
 - iii. **Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 25' from any property line which does not border the city limits or any R district that has a residential dwelling on it.**

Councilmember Sievers 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 Councilmember Muir who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Discussion took place regarding Ordinance 2015-14.

Councilmember Giese introduced Ordinance No. 2015-14, and moved for approval of the third and final reading thereof, with the amendment being to change the number of swine from two head to one head in the definition of "Second Class Animal Production" and "Third Class Animal Production;" Councilmember Eischeid 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-15, and moved for approval of the third and final reading thereof; Councilmember Eischeid 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-16, and moved for approval of the third and final reading thereof; Councilmember Haase 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-17, and moved for approval of the third and final reading thereof; Councilmember Haase 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-19, and moved for approval of the third and final reading thereof; Councilmember Haase 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-21, and moved for approval of the third and final reading thereof; Councilmember Haase 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-22, and moved for approval of the third and final 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-23, and moved for approval of the third and final reading thereof; Councilmember Haase 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2015-24, and moved for approval of the third and final 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2015-27, and moved for approval of the second reading thereof; Councilmember Haase 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 Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers 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 five Yeas, with the exception of Councilmember Muir who was absent, and Councilmembers Giese and Eischeid who voted Nay, the Mayor declared the motion failed. The third and final reading will take place at the next meeting.

Councilmember Sievers introduced Ordinance 2015-28, and moved for approval of the second reading thereof; Councilmember Haase 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 Councilmember Muir who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The City received three bids on the "Airport Lift Station Project." Olsson Associates has reviewed the bids and is recommending that the award go to the low bidder, Mark Albenesius, Inc., South Sioux City, NE, for \$87,353. The engineer's estimate on the project was between \$80,000 and \$120,000.

Councilmember Sievers introduced Resolution 2015-43, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2015-43

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

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

Administrator Johnson stated the following resolution would approve the "Joint Defense and Common Interest Agreement" between Northeast Nebraska Public Power District, the Cities of South Sioux City, Wakefield and Wayne, and the Law Firm of Baird Holm. NPPD has given official notice that it plans to charge a higher wholesale rate to those customers that do not sign a new wholesale power contract. This agreement will retain Baird Holm, as special legal counsel, to examine the known details of NPPD's plans and the language of our existing contract, and allow us to be privy to the information provided to Northeast Nebraska Public Power District.

Councilmember Sievers introduced Resolution 2015-44, and moved for its approval; Councilmember Haase seconded.

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.

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

The following Resolution would give staff the authority to solicit an agreement with Advanced Consulting Engineering Services for design and construction services for a sanitary sewer extension project that will begin on Chief's Way and head south 900 feet. This is the last segment of extending the sewer out from Chief's Way south. If this project is done, sewer in that area will serve all of the lots.

Councilmember Giese introduced Resolution 2015-45, and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2015-45

A RESOLUTION 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.

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

Administrator Johnson presented Council with a draft of the "Transfer Station Operation Agreement." If approved, staff will proceed to bid it out. The Green Team has asked that we require the operator to measure the recyclables coming out of the transfer station. This was also talked about at the Council Retreat. Our three-year agreement ends in June.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen approving the proposed draft of the Transfer Station Agreement and authorizing city staff to bid it out. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was 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 Councilmember Muir who was absent, the Mayor declared the motion carried and the meeting adjourned at 7:48 p.m.

CLAIMS LISTING MAY 5, 2015

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,325.24
APPEARA	LINEN & MAT SERVICE	176.73
ARNIE'S FORD-MERCURY INC	VEHICLE REPAIR	199.31
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BACKFLOW APPARATUS	BACKFLOW PREVENTER	1,540.00
BLACK HILLS	GAS BILLING	542.83
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	29,283.84
BOMGAARS	SEED/STRAPS/PAINT/VALVES/GLOVES ETC	1,956.71
BROWN SUPPLY CO	WARNING PLATES	1,315.10
CENTURYLINK	TELEPHONE CHARGES	314.53
CITY OF PONCA	MFO FUNDS	12,648.84
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING PERMIT DP/FEE REFUND	247.00
CITY OF WAYNE	PAYROLL	63,807.52
CITY OF WEST POINT	MFO FUNDS	18,360.38
CITY OF WISNER	MFO FUNDS	1,911.70
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
CONSOLIDATED MANAGEMENT	TRAINING CENTER MEALS	161.75
CUMMINS CENTRAL POWER	SERVICE GENERATORS	3,859.38
DE LAGE LANDEN FINANCIAL	SENIOR CENTER COPIER LEASE	77.00
DUNRITE INC	PROBE HOSE/CARPET MATTING	147.91
DUTTON-LAINSON COMPANY	LED FIXTURES	3,143.92
ECHO GROUP INC JESCO	HAND DRYER/BULBS/WIRE/HUBS	1,485.80
GERHOLD CONCRETE CO INC.	CONCRETE	248.88
GROSSENBURG IMPLEMENT INC	FILTERS/BEARINGS	1,888.98
HELENA CHEMICAL CO.	WEED PREVENTER	1,842.55
HOA SOLUTIONS, INC.	LIFT STATION REPAIRS	490.00
HOMETOWN LEASING	CITY HALL/POLICE COPIER LEASES	333.49
HUNTEL CABLEVISION INC	TELEPHONE CHARGES	2,502.05
ICMA RETIREMENT	RETIREMENT	7,105.79
IRS	FEDERAL WITHHOLDING	23,474.11
JACK'S UNIFORMS	UNIFORM PANTS	650.55
JEO CONSULTING GROUP	BIOSOLID HANDLING IMPROVEMENTS	29,090.00
CITY EMPLOYEE	VISION REIMBURSEMENT	83.51
KELLY SUPPLY COMPANY	SILICONE	138.43
KNIFE RIVER MIDWEST LLC	COLD MIX ASPHALT	855.90
KIMBERLY DEPEW	ENERGY INCENTIVE	500.00
MSC INDUSTRIAL	STEP LADDER	84.79
N.E. NEB ECONOMIC DEV DIS	CIS GRANT	7,742.12
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENTS	599.04
NE DEPT OF REVENUE	STATE WITHHOLDING	3,354.53
NE NEB INS AGENCY INC	INSURANCE	92.00
NE PUBLIC HEALTH ENVIRONM	COLIFORM TESTING	109.00
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	19.62
NORTHEAST NE PUBLIC POWER	ELECTRICITY	4,006.00

NORTHWEST ELECTRIC LLC	COOLER MOTOR	161.52
NWOD	MEMBERSHIP DUES- J BRADY	15.00
PIEPER & MILLER	ATTORNEY FEES	2,892.00
PONCA RURAL FIRE BOARD	MFO FUNDS	3,026.86
QUALITY 1 GRAPHICS	BURN SITE SIGNS	240.00
SAND CREEK POST & BEAM	SUMMERS SPORTS PAVILLION	9,730.00
SD MEYERS	EQUIPMENT OIL TESTING	2,568.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	199.64
STATE NEBRASKA BANK	PUBLIC SAFETY BONDS	54,225.00
TAK, INC	POLICE UNIFORM CLEANING	72.00
THE TOOL DEPOT	SWITCH	153.89
TITAN MACHINERY	BLADE KIT	301.25
UNITED WAY	PAYROLL DEDUCTIONS	7.00
UTILITIES SECTION	RUBBER GLOVE WORKSHOP	720.00
VIAERO	CELL PHONES	237.51
VAN DIEST SUPPLY	AMINE	880.80
VILLAGE OF WINSIDE	MFO FUNDS	4,046.18
WESCO DISTRIBUTION INC	MARKING PAINT/CURRENT TRANSFORMERS	775.68
WESTERN OFFICE PRODUCTS	OFFICE SUPPLIES	317.64
YOUNG, BILL	FERTILIZE LAWN- CH/LIB	200.00

[Back to Top](#)

April 9, 2015

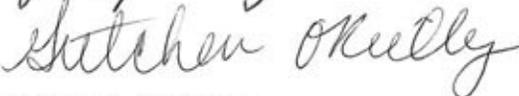
Betty McGuire, City Clerk
City of Wayne
306 Pearl Street
Wayne NE 68787

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,

Patrick J. O'Reilly
Gretchen T. O'Reilly

Legal Description:

Tax Lot 58, PT SW1/4NW1/4, 13-26-3E 6th P.M., Wayne County, NE.

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: April 8, 2015
TO: Mayor Chamberlain
Wayne City Council
FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on April 6, 2015 the Wayne Planning Commission made a recommendation on the following public hearings and discussion item; the result of those recommendations is as follows:

Public Hearing: Frese Farms 1st Subdivision Plat; Applicant – Hollis Frese

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Braun and seconded by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council for the Frese Farms 1st Subdivision Plat, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

Discussion and Recommendation: Blight and Substandard Determination Study for Industrial Drive – East Wayne Redevelopment Area; Applicant – City of Wayne

After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council for the Blight and Substandard Determination Study for the area referenced to as Industrial Drive – East Wayne Redevelopment Area, with the findings of fact being as stated in Resolution No. 2015-01, 1) the Planning Commission has reviewed the Study (a copy of which is attached to the Resolution as Exhibit "A") as to its conformity with the general plan for the development of the City as a whole; and 2) the Planning Commission confirms that the area described in the study meets the definition of blighted and substandard as set forth in the Act; and 3) the Planning Commission makes no other recommendation with regard to such study; and staff's recommendation. Chair Melena stated the motion and second. All were in favor; motion carried to approve.

JJH:cb
Attachment

RESOLUTION NO. 2015-46

A RESOLUTION APPROVING THE FINAL PLAT FOR FRESE FARMS 1ST SUBDIVISION.

WHEREAS, the Planning Commission, upon review of the Final Plat of Frese Farms 1st Subdivision, legally described as:

A tract of land in the Southwest ¼ of the Northwest ¼ of the Southwest 1/4 of Section 14, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the Southwest ¼ of Section 14, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 02°01'31" E on an assumed bearing on the West line of said Southwest ¼, 855.00 feet to a point on the centerline of Logan Creek, said point being the Point of Beginning; thence S 62°15'00" E on the centerline of said Creek, 164.00 feet; thence S 38°58'00" W on the Centerline of said Creek, 193.00 feet; thence S 43°34'00" E on the centerline of said Creek, 93.00 feet; thence S 55°13'00" E on the centerline of said Creek, 263.65 feet to a point on the South line of the North ½ of said Southwest ¼; thence S 87°52'34" W on said South line, 531.10 feet to the Southwest corner of the North ½ of said Southwest ¼; thence N 02°01'31" W on said West line, 464.18 feet to the Point of Beginning, containing 2.85 acres, more or less.

on April 6, 2015, recommended approval thereof, based upon the following "Finding of Fact":

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of Frese Farms 1st Subdivision be approved subject to the recommendations of the Planning Commission and the foregoing "Finding of Fact."

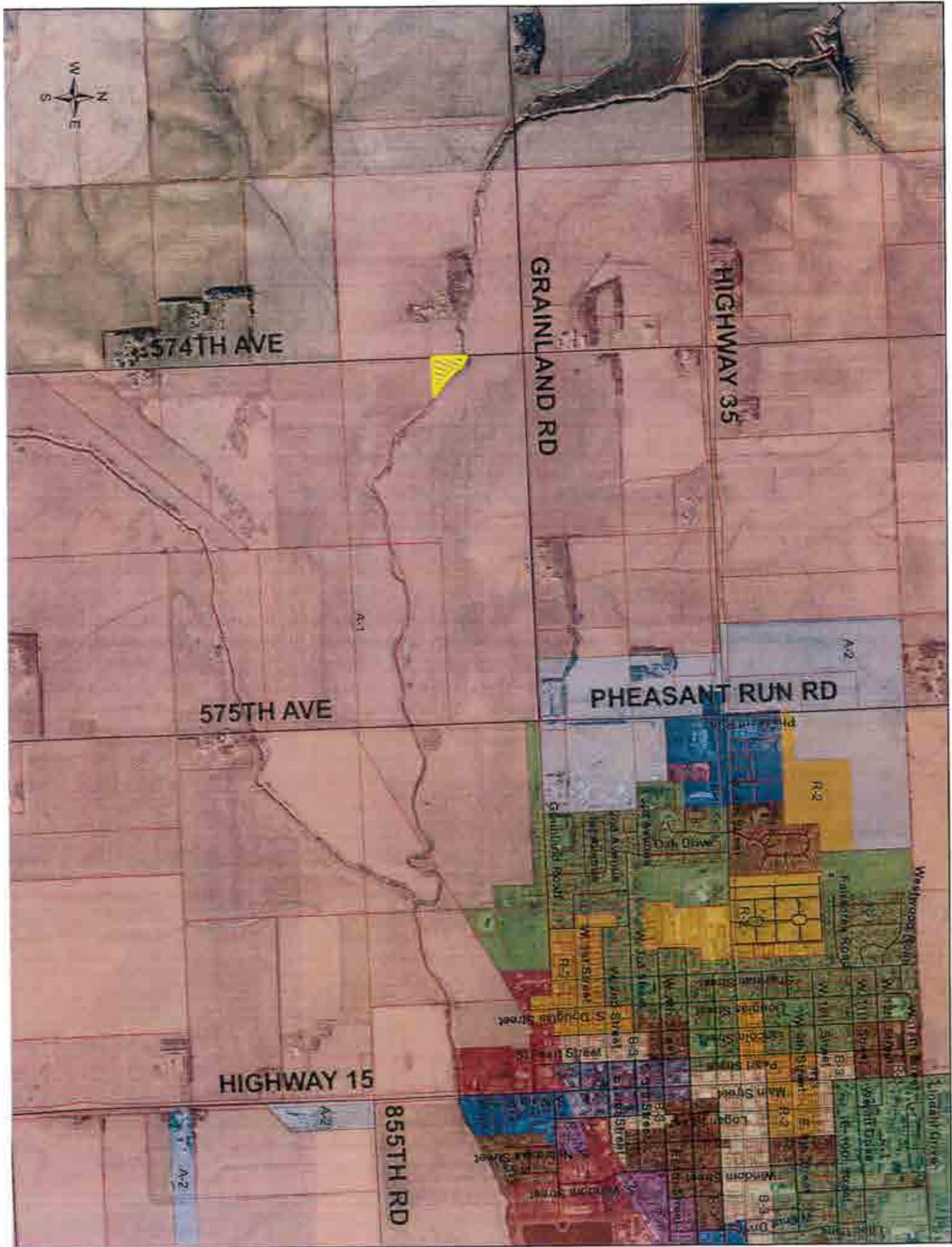
PASSED AND APPROVED this 5th day of May, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



CITY OF WAYNE PLANNING COMMISSION

RESOLUTION NO. 2015-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WAYNE, NEBRASKA, MAKING RECOMMENDATIONS WITH RESPECT TO A BLIGHT AND SUBSTANDARD STUDY FOR AN AREA IN THE CITY PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT.

WHEREAS, the Mayor and City Council of the City of WAYNE, Nebraska, (the "City") by its Ordinance created the Community Development Agency of the City of WAYNE, Nebraska (the "Agency") pursuant to Sections 18-2101 through 18-2153, Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act;

WHEREAS, the City has submitted the question of whether such area is blighted and substandard for purposes of review and recommendation pursuant to Section 18-2109 of the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WAYNE, NEBRASKA, AS FOLLOWS:

RESOLVED, that the Planning Commission hereby makes the following findings with respect to the Blight and Substandard Determination Study prepared for the City, (the Study):

1. The Planning Commission has reviewed the Study (a copy of which is attached to this resolution as Exhibit "A") as to its conformity with the general plan for the development of the City as a whole; and
2. The Planning Commission confirms that the area described in the study meets the definition of blighted and substandard as set forth in the Act.
3. The Planning Commission makes no other recommendation with regard to such study.

RESOLVED FURTHER, that any Resolution passed and approved prior to the passage, approval and publication of this Resolution which is in conflict with the terms and provisions of this Resolution is hereby repealed. This Resolution shall take effect and be in full force and effect from and after its passage, approval and publication as required by law. The provisions of this Resolution are separable, and invalidity of any

phrase, clause or part of this Resolution shall not affect the validity or effectiveness of the remainder of this Resolution.

PASSED AND APPROVED by the Planning Commission of the City of Wayne, Nebraska, this 6th day of April, 2015.

PLANNING COMMISSION
CITY OF WAYNE, NEBRASKA

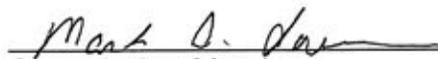

Commission Member


Commission Member


Commission Member

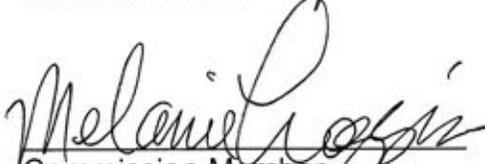

Commission Member


Commission Member


Commission Member


Commission Member

Commission Member


Commission Member

RESOLUTION NO. 2015-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA, MAKING FINDINGS AND DECLARING PORTIONS OF THE CITY TO BE BLIGHTED AND SUBSTANDARD PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW; ORDERING PUBLICATION OF NOTICE AND OTHER MATTERS.

WHEREAS, it is desirable and in the public interest that the City of Wayne, Nebraska, a Municipal Corporation and City of the First Class, undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, Chapter 18, Article 21, Nebraska Reissue Revised Statutes, as amended, known as the Community Development Law (the "Act"), is the Urban Renewal and Redevelopment Law for the State of Nebraska and prescribes the requirements and procedures for the planning implementation of urban redevelopment projects; and

WHEREAS, the City, in accordance with the Laws of the State of Nebraska applicable to cities, has duly prepared and approved a general plan for the development of the City known as its Comprehensive Plan, all as required by Section 18-2110 of the Act; and

WHEREAS, the Planning and Zoning Commission of the City has recommended that the area described in Attachment "A" (the "Study") be declared blighted and substandard and in need of redevelopment; and

WHEREAS, this Council has held a public hearing, after notice as required by Sections 18-2109 and 18-2115 of the Act and has received and duly considered evidence relating to the present condition of the areas as shown and described in the Study; and

WHEREAS, Section 18-2109 of the Act required that, prior to the preparation by the City of a redevelopment plan for a redevelopment project, this Council as governing body of the City, by Resolution, finds and determines that the area is a substandard and blighted area as defined in the Act and in need of redevelopment; and

WHEREAS, the evidence demonstrates that said area, as shown and described in the Study, constitutes a substandard and blighted area as defined in the Act, which area is in need of redevelopment.

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

1. That it is hereby found and determined that the area shown and described on Attachment "A" constitutes a substandard and blighted area as defined by Section 18-2103 of the Act and that said area is in need of redevelopment.
2. That it is hereby found and determined that a substandard and blighted condition exists as set forth and discussed in the Study.
3. That such substandard and blighted condition is beyond the remedy and control solely by regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Community Development Law. The elimination of said substandard and blighted condition under the authority of the Community Development Law is found to be a public purpose and in the public interest.
4. That it is hereby found and determined that said area is an eligible site for an urban redevelopment project under the provisions of Chapter 18, Article 21, Nebraska Revised Statutes of 2013, as amended.
5. That the City Clerk is directed to publish notice, according to law, inviting proposals from developers for the redevelopment of the area described on Attachment "A".

PASSED AND APPROVED this 5th day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

By: _____
Mayor

ATTEST:

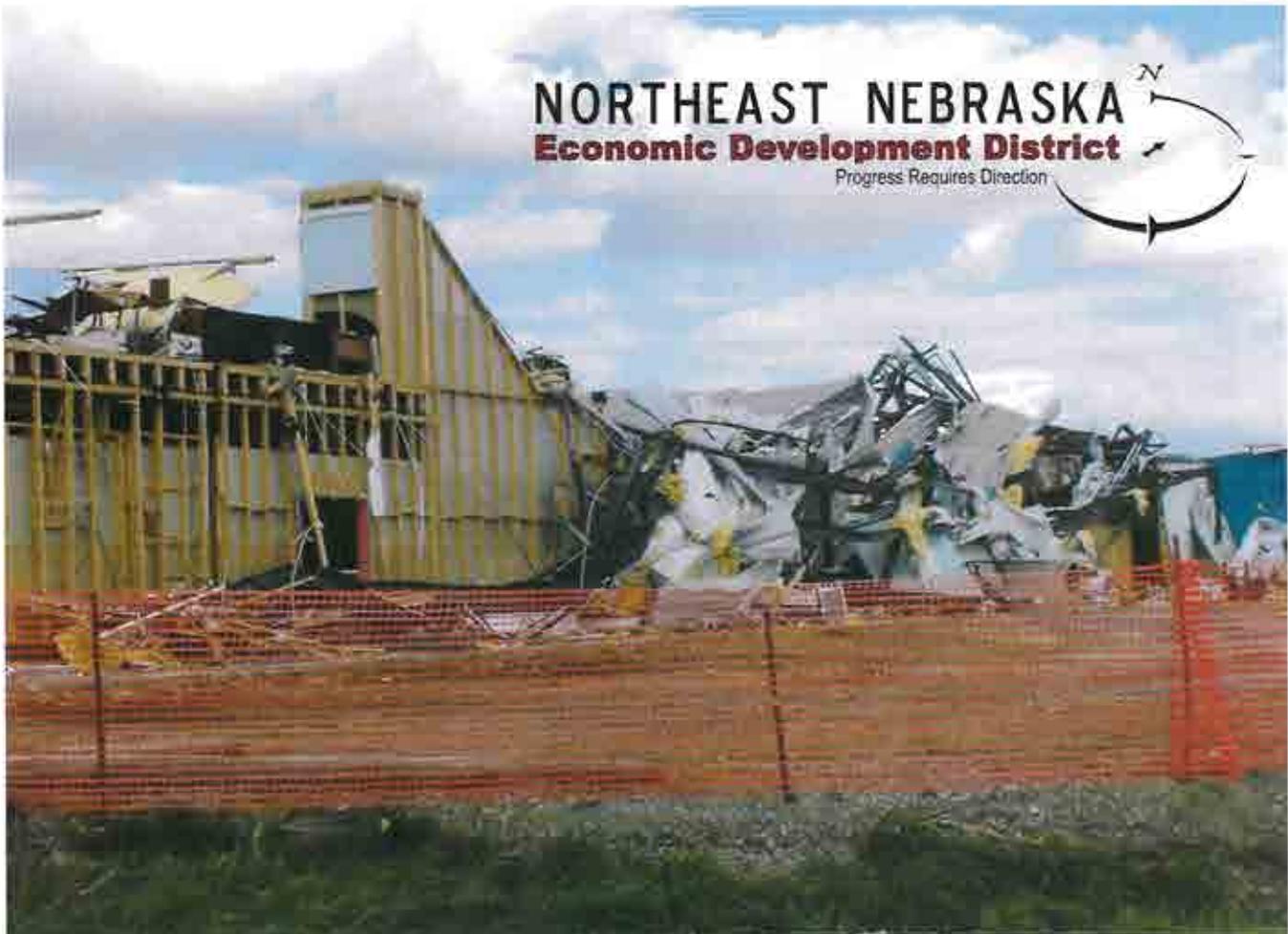
City Clerk

City of Wayne

Blight and Substandard Determination
Study for Area Referred to as the

Industrial Drive - East Wayne Redevelopment Area

May 5, 2015



Industrial Drive-East

Wayne Blight

Table of Contents:

- Executive Summary 1
- Study Area 3
- Findings
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 - 2) Documentation of Blighted Criteria Qualifying Conditions 5
- Conclusion 9
- Exhibits
 - 1) Pictures of Study Area

Executive Summary

On October 4, 2013 an F-4 tornado caused significant damage to an area on the east side of the City of Wayne. The purpose of this Study is to determine if all or part of the designated Industrial Drive-East-Wayne blight study area has deteriorated and become substandard and blighted according to the Community Development Law established in Nebraska Statute 18-2102.

The study has determined that the area is substandard due to the factors of:

- 1) Dilapidation/deterioration
- 2) Age or obsolescence

The study has determined that the area is blighted due to the factors of:

- 1) A substantial number of deteriorated or deteriorating structures,
- 4) Unsanitary or unsafe conditions,
- 5) Deterioration of site or other improvements,
- 10) The existence of conditions that endanger life or property by fire and other causes.
- 12) (v) Stable or decreasing population.

Community Development Law

18-2102. Community Development Law; purpose. It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, unsanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable lands uses. Such conditions or a combination of some or all of them have resulted and will continue to result in making such areas economic or social liabilities harmful to the social and economic well-being of the entire communities in which they exist, needlessly increasing public expenditures, imposing onerous municipal burdens, decreasing the tax base, reducing tax revenue, substantially impairing or arresting the sound growth of municipalities, aggravating traffic problems, substantially impairing or arresting the elimination of traffic hazards and the improvement of traffic facilities, and depreciating general community-wide values. The existence of such areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency, and for the maintenance of adequate police, fire, and accident protection and other public services and facilities. These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are

public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination.

18-2103(10). Substandard areas shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of (1) dilapidation, deterioration, (2) age or obsolescence, (3) inadequate provision for ventilation, light, air, sanitation, or open spaces, (4) high density of population and over-crowding, or (5) the existence of conditions which endanger life or property by fire and other causes, or (6) any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare.

18-2103(11). Blighted area means an area, which (a) by reason of the presence of a (1) substantial number of deteriorated or deteriorating structures, (2) existence of defective or inadequate street layout, (3) faulty lot layout in relation to size, adequacy, accessibility or usefulness, (4) unsanitary or unsafe condition, (5) deterioration of site or other improvements, (6) diversity of ownership, (7) tax or special assessment delinquency exceeding the fair value of the land, (8) defective or unusual conditions of title, (9) improper subdivision or obsolete platting, or (10) the existence of conditions which endanger life or property by fire and other causes, or (11) any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or contributes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use, and (b) in which there is at least one of the following conditions; (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) that the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred per cent of the village as blighted.

The Study Area:

The findings in this study are based on analysis conducted for a location referred to as the "Industrial Drive-East", The parcels in the study area include-KARDELL INDUSTRIAL PARK SUBDIVISION #2 8-26-4; PT SW1/4SW1/4 (TL 26) 8-26-4 1810 INDUSTRIAL WAY; PT SW1/4 (TL 15 & TL 24) 8-26-4 1810 INDUSTRIAL WAY; LOT 5 REPLAT OF LOTS 3-4-5 KARDELL INDUSTRIAL PARK #2 SUBDIVISION 8-26-4; the west part of TL 16 PT S1/2 8-26-4; and adjacent portions of Industrial Drive and un-platted City property, including both east and west right of ways which adjoin the previously identified properties.



Substandard Area Criteria-Documentation of Qualifying Conditions

18-2103(10). Substandard areas shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of:

1) Dilapidation/deterioration

The results of the field survey conducted on October 18, 2013 determined that of the total buildings assessed, all structures were damaged by the tornado to the extent that repair or renovation may prove to be unfeasible. This accounted for 100% of the total properties in the redevelopment area. All building debris has been cleared from the site; however, on February 12, 2015 the concrete building foundations and floors remain and are in deteriorating condition. See Exhibit 1.

The factor of Dilapidation or Deterioration ***is a strong presence*** throughout the redevelopment area.

2) Age or obsolescence

An analysis of property records available from the Wayne County Assessor and online <http://www.nebraskaassessoronline.us/search.aspx?county=Wayne> was conducted to document the age of buildings within the study area. There were eight buildings with an age listed. The average age of construction was 23 years.

Merriam-Webster defines obsolescence as the condition of no longer being used or useful. The industrial site sustained significant damage from the October 4, 2013 tornado is now in a condition of no longer being used or useful for manufacturing products for the company.

The factor of Obsolescence ***is a strong presence*** throughout the redevelopment area.

The field analysis conducted on February 12, 2015 determined that there was not a strong presence of the remaining substandard factors in the redevelopment area.

- 3) Inadequate provision for ventilation, light, air, sanitation, or open spaces.
- 4) High density of population or overcrowding;
- 5) The existence of conditions which endanger life or property by fire and other causes;
- 6) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or welfare.

Blighted Criteria-Documentation of Qualifying Conditions

18-2103(11). Blighted area means an area, which (a) by reason of the presence of:

- 1) A substantial number of deteriorated or deteriorating structures.

A field analysis was conducted on February 12, 2015 to determine if parcels within the redevelopment area have significant combination of deteriorating factors present. The field survey included a detailed evaluation of structures and improvements on the site.

During analysis, the structures were given a condition rating. The condition ratings were based on the following criteria:

Dilapidated: In need of more than one major repair, for example, to the roof, foundation, windows, and/or siding, etc. Severe visible damage to the foundation automatically leads to a classification of dilapidated. These structures are usually considered to be beyond rehabilitation.

Poor: Had multiple visible signs of deterioration, especially to the windows, siding, roof, and porch. Asbestos shingles/siding automatically leads to a classification of poor. Could be rehabilitated, but substantial cost would be involved.

Fair: Usually had at least one or more signs visible of deterioration to the windows, siding, roof, etc. Not a significant amount of damage, but some work would be required to list the building for top dollar.

Average: Structure had no substantial signs of building deterioration. However, cosmetic flaws were visible, such as outdated fixtures or very minor paint damage. This would require very little to no cost to sell the building for top dollar.

Excellent: Structure shows absolutely no signs of deterioration. No cosmetic flaws were visible. Only a very small percentage of structures will fall into this category.

Structure Condition	Excellent	Good	Fair	Poor	Dilapidated
Total: 8	0	0	0	0	8

Of the eight building sites assessed, all eight foundation and concrete floor structures were given ratings of dilapidated based upon signs of substantial deterioration of the remaining concrete foundation and floor surfaces. This accounts for 100% of the total properties in the redevelopment area. See Exhibit 1.

The study area does meet the criteria of a substantial number of deteriorated or deteriorating structures.

2) Existence of defective or inadequate street layout.

Industrial Drive provides adequate street layout to the west of the lots in the study area.

The study area does not meet the existence of defective or inadequate street layout criteria of blighted.

3) Faulty lot layout in relation to size, adequacy, accessibility or usefulness.

The existing lot layout is adequate for existing industrial land uses. The vacant land tracts with development potential can be easily subdivided into appropriate sized lots to accommodate industrial and commercial buildings.

The study area does not meet the faulty lot layout in relation to size, adequacy, accessibility or usefulness criteria of blighted.

4) Unsanitary or unsafe conditions.

The presence of debris from the tornado throughout the study area creates unsafe conditions on the site. Since the buildings and large debris have been cleared, small metal debris still remains along with debris in the drainage ditch. One of the lots previously contained three tanks of which the previous use of contents was unknown at the time of their removal.

See Exhibit 1.

The study area does meet the unsanitary or unsafe conditions criteria.

5) Deterioration of site or other improvements.

The field survey evaluated the condition of site improvements. The property in the study area was determined to have eight structures in deteriorating condition which are damaged beyond repair. Since the buildings have been cleared, concrete slabs still remain in deteriorating condition. See Exhibit 1.

The study area does meet the deterioration of site or other improvements criteria.

6) Diversity of ownership.

There are four property owners listed within the study area, and they do not appear to be a factor in the prevention of development in the area.

Property ownership is not a factor which prevents development within the study area.

The study area does not meet the diversity of ownership criteria.

7) Tax or special delinquency exceeding the fair value of the land.

The Wayne County Assessor's office records did not reveal any excessive tax or special assessment.

The study area does not meet the tax or special delinquency criteria.

8) Defective or unusual conditions of title.

No defective or unusual conditions of title were identified at the Wayne County Assessor's office records.

The study area does not meet the defective or unusual conditions of title criteria.

9) Improper subdivision or obsolete platting.

The records at the Wayne County Courthouse did not indicate any problems with subdivision or platting within the study area.

The study area does not meet the faulty lot layout in relation to size, adequacy, and accessibility or usefulness criteria.

10) The existence of conditions that endanger life or property by fire and other causes.

Field analysis conducted on February 12, 2015 determined that there is a predominance of conditions that endanger life due to debris and deteriorating concrete improvements remaining from the tornado. See Exhibit 1

The study area does meet the existence of conditions that endanger life or property by fire and other causes criteria.

11) Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or contributes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use,

The October 18, 2013 field analysis and further research conducted on the current industrial business confirms that the company has endured a substantial economic impact from the damage to the manufacturing facility, production equipment, inventory of production inputs, and finished product awaiting shipment. The financial impact of cleanup and demolition expenses will place additional burdens upon the company. The business also faces loss of revenue due to a long term disruption of production at the Wayne facility. The business evaluated the future of its Wayne operations as to the feasibility of rebuilding the facility and decided to transfer the production and local jobs to another company plant. The loss of 137 full time jobs has had a major economic and social impact upon the employees, area supporting businesses, governmental taxing

entities, and the City of Wayne. As of March 2015, the industrial site remains vacant with substantial costs to be incurred for the removal of concrete in order to prepare the site for future industrial development.

The study area does meet the existence of a combination of other factors which are detrimental to the public health, safety, morals, or welfare in its present condition and use.

And (b) in which there is at least one or more of the following conditions exist;

i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average.

Wayne County had an August 2013 unemployment rate of 3.4%. Nebraska had an unemployment rate of 3.8%, and the United States had a rate of 7.3%.

The study area does not meet the criteria of at least 120% of the state or national average.

ii) The average age of residential or commercial units in the area is at least 40 years old.

The study area does not meet the qualifying condition for average age.

iii) More than half of the plotted and subdivided property in an area is unimproved land that has been within the city for 40 years and has remained unimproved during that time.

The study area does not meet the criteria of unimproved land.

iv) The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

The study area does not meet the per capita income qualification.

v) The area has had either stable or decreasing population based on the last two decennial censuses.

Population for the study area has been stable or decreasing over the past two decennial censuses according to a review of historical data including aerial photography, property ownership and use information provided by the City of Wayne staff. The land use in the study area has been agricultural and industrial since 1977. No additional development has occurred that has increased the population in at least the last two decennial censuses. Therefore, one can reasonable deduct that the study area has a stable or decreasing population.

The study area does meet the criteria of stable or decreasing population.

Conclusion

The purpose of this study is to determine if all or part of the designated study area is sub-standard and blighted. In order to make the determination of substandard and blighted, state statute establishes a series of criteria.

The Nebraska Community Development law identifies six factors substandard factors. A review of Wayne County Assessor property data and site inspection of the Industrial Drive-East-Wayne blight area by NENEDD staff identified a presence of two substandard factors:

- 1) Dilapidation/deterioration
- 2) Age or obsolescence

The Nebraska Community Development law identifies twelve blight factors. A review of Wayne County Assessor property data and site inspection of the Industrial Drive-East-Wayne Blight area by NENEDD staff identified a presence of five blight factors. If the area met one least one of the first eleven qualifying requirements, it would then be subject to review of item twelve in order to determine if the area meets at least one of the other five conditions required within the statute. In this instance, it has been determined that the blighted criteria of the following have been met:

- 1) A substantial number of deteriorated or deteriorating structures,
- 4) Unsanitary or unsafe conditions,
- 5) Deterioration of site or other improvements,
- 10) The existence of conditions that endanger life or property by fire and other causes.
- 12) (v) Stable or decreasing population.

Having met the of substandard and blighted as defined by section 18-2103 (10) and 18-2103 (11) of the Nebraska Community Development Law, this study has determined that the study area is both substandard and blighted under the provisions identified and the general plan as required.

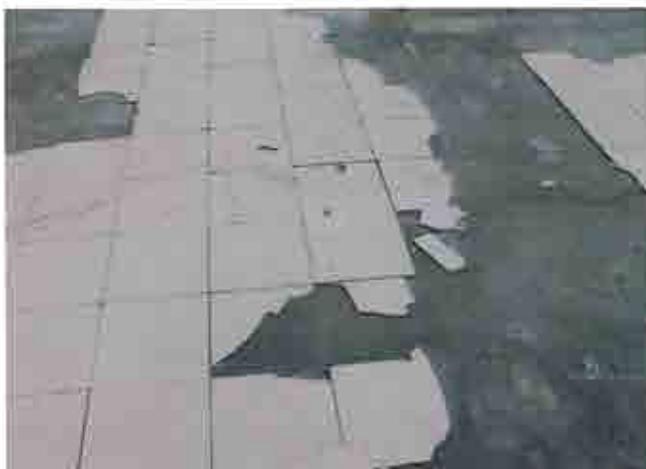
Wayne - "Industrial Drive East" Redevelopment Area

Structure damage and debris following tornado - October 2013



Wayne - "Industrial Drive East" Redevelopment Area

Progress made to tornado site - buildings cleared - not yet suitable for building - February 2015



Wayne - "Industrial Drive East" Redevelopment Area

Progress made to tornado site - debris still remaining - February 2015



Wayne - “Industrial Drive East” Redevelopment Area

Drainage ditch and vacant lot - March 2015



Hank Overin Rebuild - Cost Breakdowns to Date (4/22/15)

Grandstand (Insurance \$153896.50)

Deleted ADA Concrete Ramp to Lower Level	Deduct	\$ (12,650.00)
Delete Landscaping	Deduct	\$ (3,500.00)
Delete Pressbox Finishes	Deduct	\$ (13,730.00)
Delete Roof Repairs to Storage Building	Deduct	\$ (2,640.00)
Delete Netting	Deduct	\$ (3,718.00)
SCPB Structural Members	Add	\$ 31,000.00
SCPB Stained Wood Siding	x	\$ -
Metal Roofing - Screw Down	x	\$ -
Concrete Sidewalk Paving & Drainage (4500 sqft)	Add	\$ 27,000.00
Vinal Bleacher Seat Wraps - Colored	Add	\$ 4,000.00
	Budget To Date	\$ 25,762.00

Notes

*Work Deleted
w/Plaza Budget
W/Storage Building Budget
W/Concession Budget
W/ Backstop
(\$35.00 sqft) Budget Cost

Add \$2,000 Standing Seam*

Pressbox Storage Building

Pressbox Storage Building	Add	\$ 72,400.00
	Budget To Date	\$ 72,400.00

Backstop & Netting

Poles & Netting	Add	\$ 43,800.00
	Budget To Date	\$ 43,800.00

NoSwett Fencing Contract

Need to request from Donations

Restroom Building

SCPB Stained Wood Siding	ADD	\$ 7,200.00
Metal Roofing - Screw Down	ADD	\$ 2,600.00
Restroom ADA Upgrades	ADD	\$ -
	Budget To Date	\$ 9,800.00

Add \$1,000 Standing Seam

Concession Building

Metal Doors & Hardware	ADD	\$ 1,800.00
SCPB Stained Wood Siding	ADD	\$ 3,500.00
Metal Roofing - Screw Down	ADD	\$ 1,400.00
Water & Sewer Utilities	ADD	\$ 5,000.00
Electrical	ADD	\$ 3,000.00
Concession Window & Interior Finishes	ADD	\$ -
	Budget To Date	\$ 14,700.00

Add \$400 Standing Seam

Entry Gate & Plaza

Paver Plaza (2500 sqft)	ADD	\$ 5,000.00
Statue	ADD	\$ 7,500.00
Concrete Sidewalk Paving (1000 sqft)	ADD	\$ 6,000.00
Iron Gate & Fencing	ADD	\$ 7,500.00
	Budget To Date	\$ 26,000.00

Otte Guess

Otte Guess

Final Cost Breakdowns to Date

Grandstand	\$ 25,762.00
Pressbox/Storage	\$ 72,400.00
Backstop & Netting	\$ 43,800.00
Restroom Building	\$ 9,800.00
Concession Building	\$ 14,700.00
Entrygate/Plaza	\$ 26,000.00
	\$ 192,462.00
	\$ (43,800.00)
	\$ 148,662.00



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

April 27, 2015

Lowell Johnson/Wayne Pool Committee
City of Wayne
306 Pearl Street
Wayne, NE 68787

RE: Wayne Aquatic Facility
Updated Opinions of Costs
JEO Project No. 141213

Dear Lowell:

We have updated a breakdown for the 6,784 SF outdoor pool and appurtenances. These numbers are based upon opinions provided by Christiansen Construction and other pool contractors.

Outdoor Pool

General Conditions	\$	156,000
Sitework	\$	319,000
Concrete	\$	593,000
Caulking and Painting	\$	58,000
Mechanical, heaters, filters, etc	\$	460,000
Pool Gutters/Deck Equipment	\$	196,000
Waterslide & Play Features	\$	262,000
Domestic Plumbing	\$	41,000
Electrical	\$	157,000
Overhead and Profit	\$	<u>225,000</u>
Construction Total	\$	2,467,000
Contingency, Legal, Overhead	\$	174,400
Engineering	\$	<u>258,300</u>
Project Total	\$	2,900,000

If you have any questions, feel free to contact me at this office.

Sincerely,

A handwritten signature in black ink that reads "Dave Henke".

Dave Henke
Aquatics Department Manager

JEO CONSULTING GROUP INC

142 W. 11th Street | PO Box 207 | Wahoo, Nebraska 68086-0207 | p: 402.443.4661 | f: 402.443.3506
www.jeo.com

POOL COMMITTEE

2016

DRAFT

WAYNE AQUATIC CENTER WAYNE, NEBRASKA

CITY OFFICIALS

MAYOR
CITY ADMINISTRATOR
CLERK
COUNCIL MEMBERS

KEN CHAMBERLAIN
LOWELL JOHNSON
BETTY McGUIRE
JILL BRODERSEN
MATT EISCHEID
CALE GIESE
ROD GREVE
JON HAASE
JASON KARSKY
NICK MUIR
JENNIFER SIEVERS
OLDS, PIEPER & CONNOLLY
WAYNE, NEBRASKA

ATTORNEY



INDEX OF SHEETS

<u>SHEET NO.:</u>	<u>SHEET NAME:</u>
C0.0	COVER SHEET
C0.1	SYMBOLS
C0.2	LOCATION MAP
C1.1 - C1.X	CIVIL PLANS
D1.1 - D1.X	CIVIL DETAILS
A1.1 - AX.X	ARCHITECTURAL PLANS
S1.1 - S1.X	STRUCTURAL PLANS
E1.1 - E1.X	ELECTRICAL PLANS

L. GEORGE P. PARIZEK,
and the Corporation,
DATE: 4/20/2015
WAYNE AQUATIC
CENTER PROJECT

COVER SHEET

NOT FOR
CONSTRUCTION
50%
DATE
4/20/2015

2016
WAYNE AQUATIC CENTER
WAYNE, NEBRASKA





11717 Park Ave, Ste 203
Omaha, NE 68131

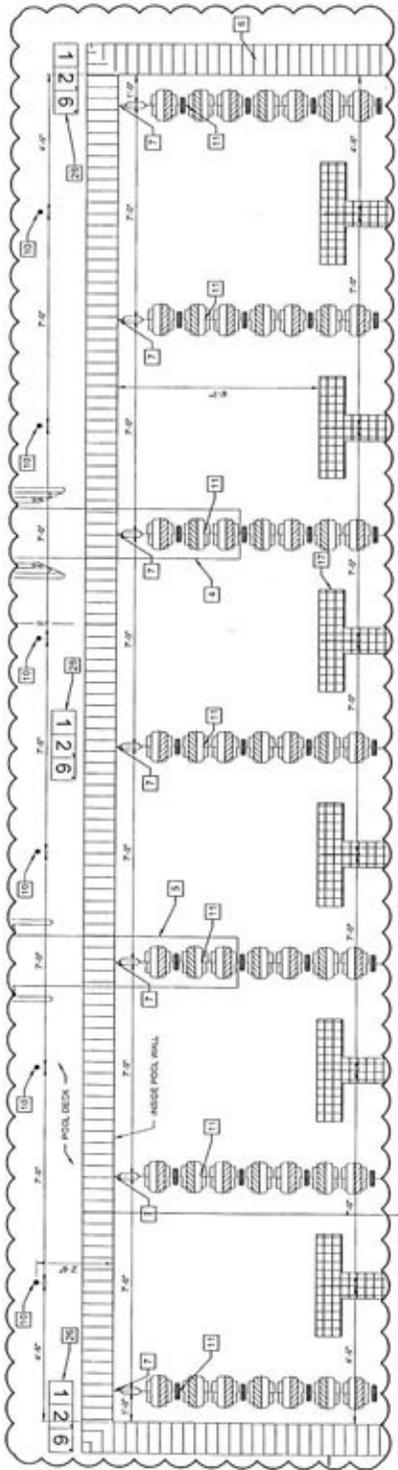
2016
WAYNE AQUATIC CENTER
WAYNE, NEBRASKA

STANDARD DETAILS

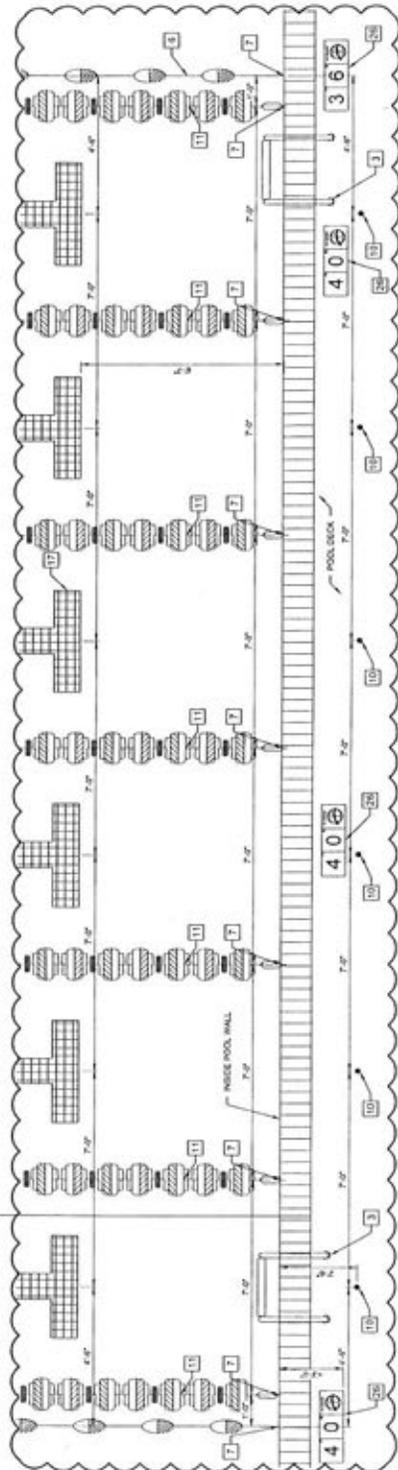
NOT FOR CONSTRUCTION
80%
DATE: 4/27/2015

PROJECT NO: 14123
SHEET: 4212013
SCALE: NGS
DRAWN BY: S. J. HARRIS
CHECKED BY: M. J. HARRIS
DATE: 4/27/2015
PROJECT: WAYNE AQUATIC CENTER
SHEET: 4212013

ITEM #	DESCRIPTION
1	SEE SPECIFICATIONS FOR MATERIALS AND FINISHES. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
2	SEE SPECIFICATIONS FOR MATERIALS AND FINISHES. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.
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18	SEE SPECIFICATIONS FOR MATERIALS AND FINISHES. ALL DIMENSIONS ARE UNLESS OTHERWISE NOTED.

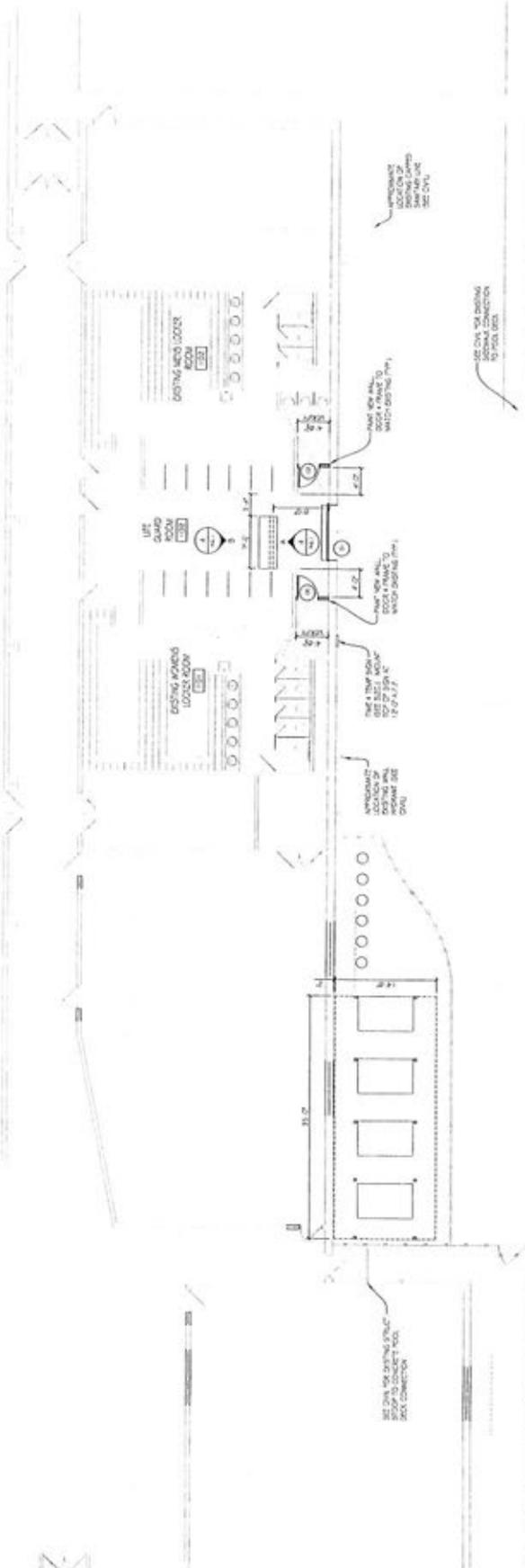


ENLARGED PLAN VIEW 1



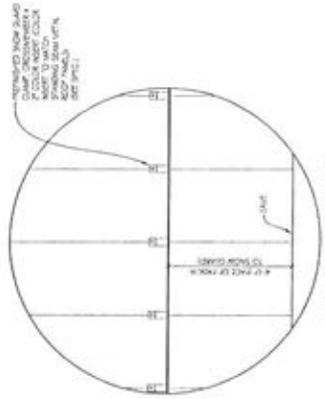
ENLARGED PLAN VIEW 2



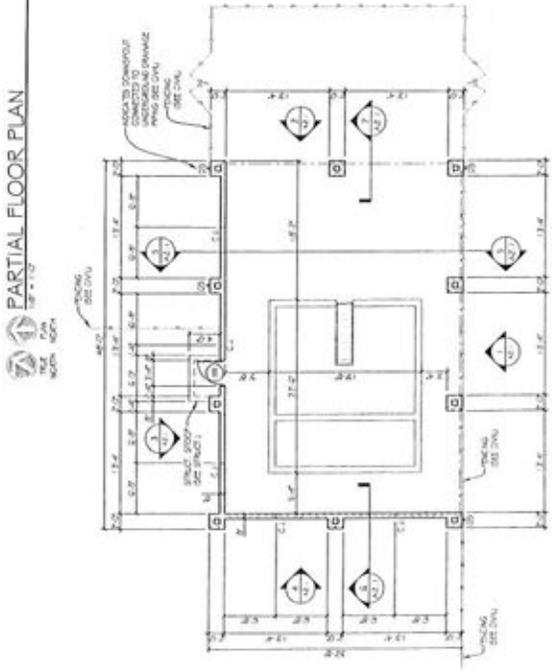


PROJECT PHASING NOTES:

- GENERAL NOTES FOR CONSTRUCTION PHASING:
1. ALL WORK SHALL BE PERFORMED IN A MANNER TO ALLOW FOR FULL OPERATION OF THE COMMUNITY CENTER AT ALL TIMES.
 2. A MINIMUM 7 DAY NOTICE SHALL BE PROVIDED PRIOR TO ANY CONSTRUCTION PHASING.
 3. AT THE COMPLETION OF EACH PHASE, ALL PUBLIC AREAS SHALL BE CLEANED OF CONSTRUCTION MATERIALS AND EQUIPMENT TO ALLOW FOR CONTINUED OCCUPANCY OF THE SPACE.
 4. A WORK PHASING PLAN SHALL BE PROVIDED BY THE CONTRACTOR TO THE OWNER FOR REVIEW PRIOR TO COMMENCEMENT OF THE WORK.



PARTIAL FLOOR PLAN



15-11213-00-01 FILTER BUILDING ROOF PLAN

15-11213-00-01 FILTER BUILDING FLOOR PLAN



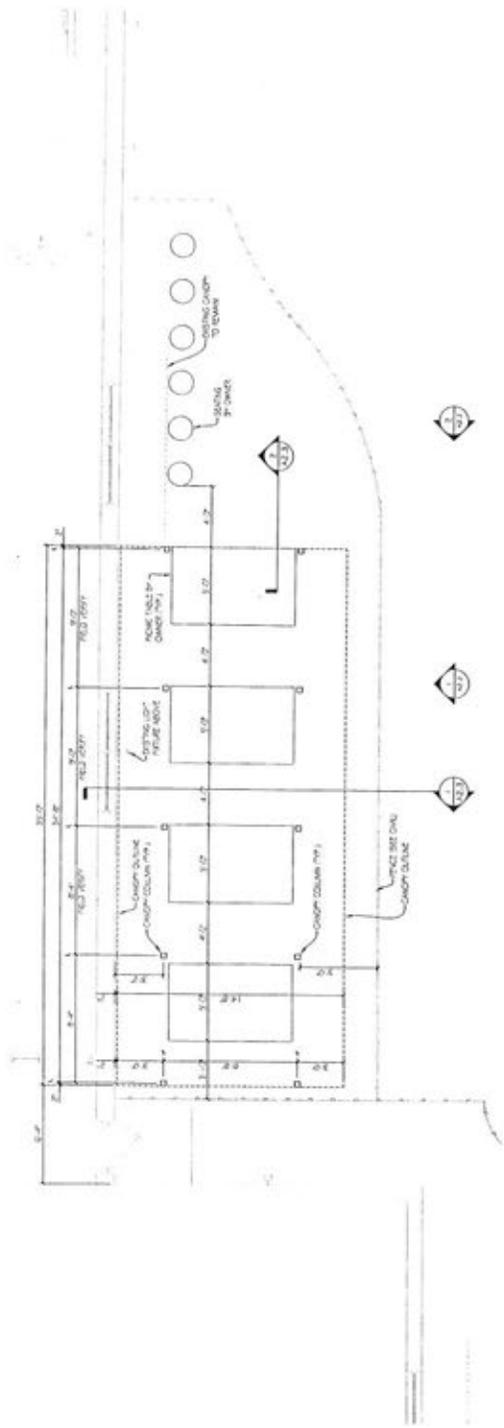
2016
WAYNE AQUATIC CENTER

PARTIAL ENLARGED FLOOR PLAN

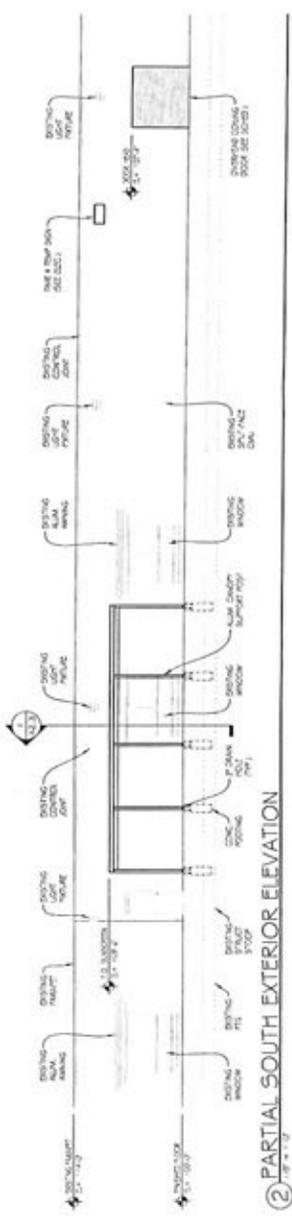
PRELIMINARY
NOT FOR
CONSTRUCTION
DATE: 04-27-2015

PRELIMINARY
DATE: 04-27-2015
SCALE: AS SHOWN
DRAWN BY: JAC
CHECKED BY: JAC

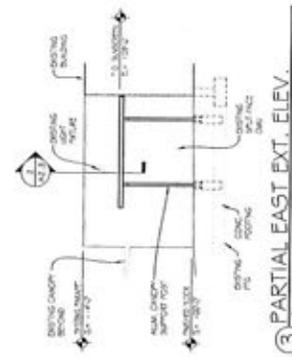
PROJECT NO: 15-000000
SHEET NO: 15-000000-01
DATE: 04-27-2015
SCALE: AS SHOWN
DRAWN BY: JAC
CHECKED BY: JAC



① PARTIAL ENLARGED FLOOR PLAN



② PARTIAL SOUTH EXTERIOR ELEVATION



③ PARTIAL EAST EXT. ELEV.

NOT TO SCALE
DATE: 04-27-2015

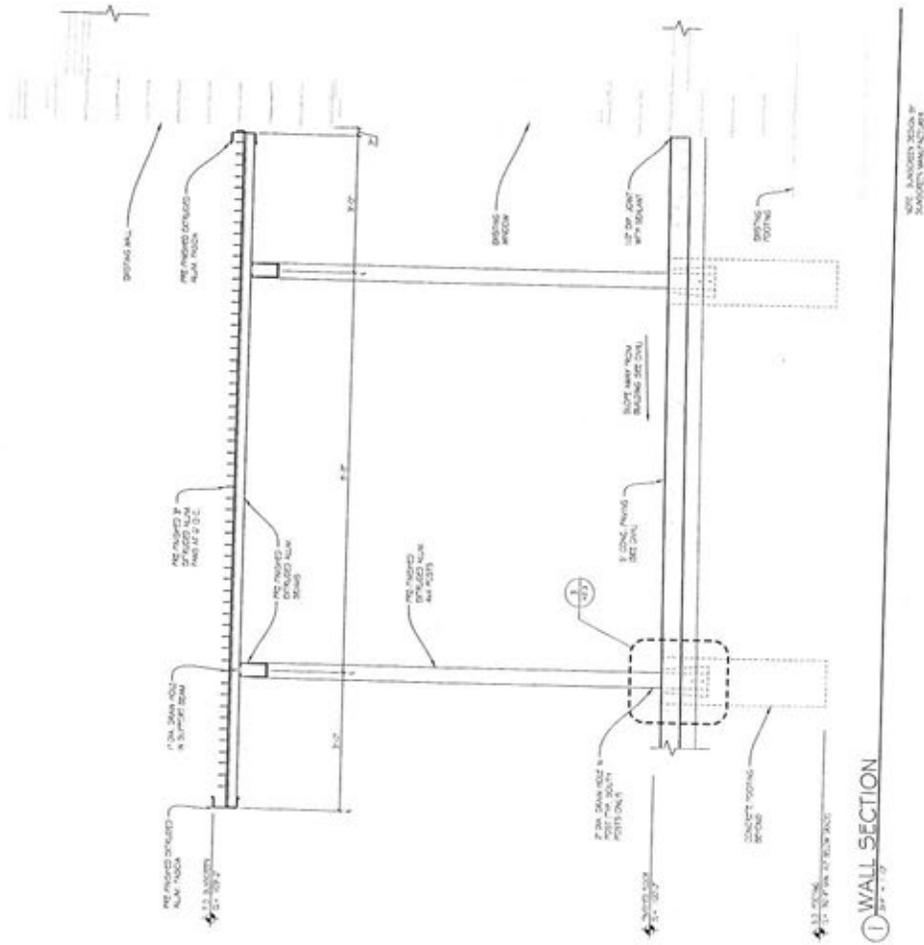
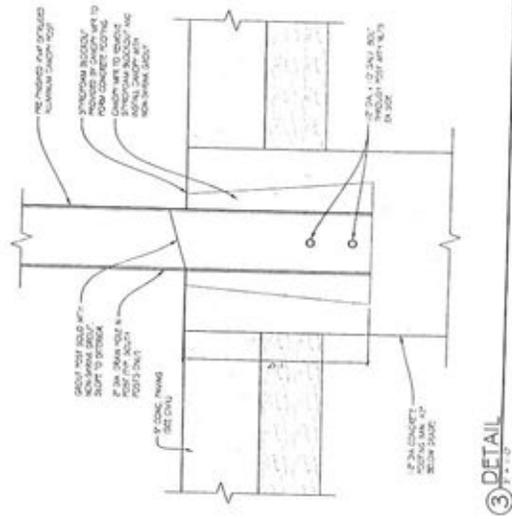
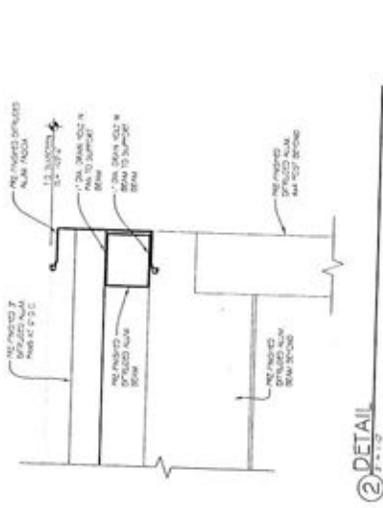


2016
WAYNE AQUATIC CENTER
WAYNE, NE

PRELIMINARY
WALL SECTION
DETAILS

PRELIMINARY
\$108,174.90
NOT FOR
CONSTRUCTION

DATE: 04/11/16
DRAWN BY: J. H. HARRIS
CHECKED BY: J. H. HARRIS
SCALE: AS SHOWN
PROJECT: WAYNE AQUATIC CENTER
SHEET: 16 OF 16



SEE LARGEST SCALE IF
DIMENSIONS VARY

RESOLUTION NO. 2015-48

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE "2016 WAYNE AQUATIC CENTER PROJECT" FOR SUBMISSION TO NEBRASKA HEALTH & HUMAN SERVICES TO REVIEW, AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the hiring of JEO Consulting Group, Inc., as engineers for the "2016 Wayne Aquatic Center Project" is hereby reaffirmed, and that the plans, specifications and estimate of cost of \$2,900,000, as prepared by the City's engineer and filed in the office of the City Clerk for the said project, are hereby approved for submission to Nebraska Health & Human Services to review, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City's Engineer.

PASSED AND APPROVED this 5th day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2015-49

A RESOLUTION APPROVING AMENDMENT NO. 6 TO COMMUNICATION TOWER AND REAL ESTATE LEASE AGREEMENT WITH ALLTEL COMMUNICATIONS OF NEBRASKA, LLC, d/b/a VERIZON WIRELESS.

WHEREAS, the City owns a communication tower next to City Hall at 306 Pearl Street; and

WHEREAS, said parties entered into a lease agreement dated March 1, 1998, as amended by First Amendment to Lease Agreement, dated October 2, 2003, and as further amended by Second Amendment to Lease Agreement dated December 14, 2004, Third Amendment to Lease Agreement dated November 8, 2010, Fourth Amendment to Lease Agreement dated July 20, 2012, and Fifth Amendment to Lease Agreement dated December 10, 2012.

WHEREAS, the City Administrator has renegotiated and the City Attorney has reviewed said Amendment No. 6 to the Communication Tower and Real Estate Lease Agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless and recommend approval thereof.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 6 to the Communication Tower and Real Estate Lease Agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless, is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 5th day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**SIXTH AMENDMENT TO COMMUNICATION
TOWER AND REAL ESTATE LEASE AGREEMENT**

This Sixth Amendment to Communication Tower and Real Estate Lease Agreement ("**Amendment**") is made and entered into this ____ day of _____ 20__, by and between the **City of Wayne, Nebraska** ("**Lessor**") and **Alltel Communications of Nebraska LLC d/b/a Verizon Wireless** ("**Lessee**"). The Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

WHEREAS, Lessor and Aliant Cellular Inc., Lessee's predecessor in interest, entered into a Communication Tower and Real Estate Lease Agreement dated March 1, 1999, as previously amended (collectively, the "**Lease**"), pursuant to which Lessee leases space on Lessor's communications tower and a portion of the property located at 306 Pearl Street, Wayne, Wayne County, Nebraska 68787; and

WHEREAS, the Parties desire to amend the Lease to, among other things, extend the Lease term and allow modification of Lessee's antennas on Lessor's tower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Any capitalized terms used in this Amendment that are not defined herein have the meanings given those terms in the Lease.
2. Section 1(a) of the Lease is deleted in its entirety and replaced with the following:
 - (a) Space on Lessor's tower between 136' and 142' for the installation of twelve (12) antennas, three (3) TMA's, three (3) RRUs and one (1) distribution box.
3. Lessor specifically approves of Lessee's proposed equipment modification.
4. Lessor and Lessee each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Except as specifically provided in this Amendment, the Lease shall remain in full force and effect and shall continue to be binding upon, and enforceable against, Lessor and Lessee in accordance with its terms. All covenants, terms and obligations of the Lease not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Lease and this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the day and year first above written.

LESSOR:

City of Wayne, Nebraska

By: _____

Name: _____

Title: _____

Date: _____

LESSEE:

**Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless**

**By: Alltel Communications, LLC,
its Sole Member**

By: _____

Lynn Ramsey

Area Vice President Network

Date: _____

RESOLUTION NO. 2015-50

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

WHEREAS, the City of Wayne is desirous to enter into an Interlocal Agreement with the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College, to share law enforcement resources; and

WHEREAS, a copy of the proposed Interlocal Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Board of Trustees of the Nebraska State Colleges, d/b/a Wayne State College, is hereby approved and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 5th day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**AN INTERLOCAL AGREEMENT
TO SHARE LAW ENFORCEMENT RESOURCES
BETWEEN THE CITY OF WAYNE AND
THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
dba WAYNE STATE COLLEGE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the "City" and the Board of Trustees of the Nebraska State Colleges dba Wayne State College, hereinafter called the "College" which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the College to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety, and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers, and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the city's law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the College do hereby agree to the following:

1. Authority and Purpose

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 *et seq.*, (the "Act"), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. College and the City are public agencies within the meaning of the Act.

- b. The City has the authority to provide law enforcement services and the College has the authority to ensure safety services on the Wayne State College campus (the "Campus"), and to enter into any contracts to effectuate this authority and responsibility.
- c. It is the purpose of this Agreement for the College and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

2. Administration of Agreement

- a. The City and the College will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Dean of Students of the College, or his identified designee, will be the College's contact person for the purpose of this Agreement.
- b. Any ~~real and~~ personal property shall be acquired, held, and disposed as set forth in this Agreement; or any amendment hereto.
- c. No separate legal or administrative entity is created under this Agreement.

3. Law Enforcement Services To Be Provided By The City

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the "School Resource Officer," to the Campus for twenty-two (22) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the School Resource Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;
- b. The City will be allowed to provide the School Resource Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

- c. The School Resource Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence on Campus. The School Resource Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City's ability to respond to police calls off-campus, as needed, will maximize the Police Department's ability to respond to citizen calls for service received while maintaining the spirit of this inter-local agreement. The Wayne Police Department will make efforts to make up missed hours if the School Resource Officer is called off-campus. When the School Resource Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;
- d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer's involvement on campus.

4. Criminal Investigation

a. The City will investigate all property crimes reported on the Campus where the loss value is \$100 or greater or involves the theft of any identification or financial transaction device. All property crime reports will be communicated to the School Resource Officer. If the loss value of any reported property crime is less than \$100 the School Resource Officer may refer the case to Campus Security for follow up.

~~a. Any property crimes with a loss greater than \$100 and all crimes against persons reported to Campus Security will be immediately referred to the School Resource Officer when on duty, or the Police Department when the School Resource Officer is not on duty, for investigation. These investigations will be made independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to report to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses' names, date, time and location of offense, for the School Resource Officer. For the purpose of this agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.~~

b.

b. The City will investigate all crimes against persons reported on the Campus, except for reports of sexual violence or sex harassment which may be investigated by the College or by the College and the City.

e. Individuals who report an incident of sexual violence or sex harassment to the College will be advised to report the incident to law enforcement, however, students are not required to notify law enforcement authorities regarding a report of sexual violence or sex harassment.

~~d. Any property crimes with a loss greater than \$100 and all crimes against persons reported to Campus Security will be immediately referred to the School Resource Officer when on duty, or the Police Department when the School Resource Officer is not on duty, for investigation. These investigations will be made independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to report to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses' names, date, time and location of offense, for the School Resource Officer. For the purpose of this agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.~~

c. Investigations by the City will be conducted independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to respond to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses' names, date, time and location of offense, for the School Resource Officer. For the purpose of this agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.

a.d. The Police Department will provide Campus Security with reports of all crimes investigated on Campus containing sufficient information for the completion of legally mandated reporting requirements. To prevent duplication of work the School Resource Officer will complete only the Police Department's investigative report. A copy of these investigative reports will be provided to Campus Security for data entry purposes. Except that the Police Department will use its discretion, on a case by case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.

b.e. When any criminal investigation conducted by the Police Department involves a College residence hall or includes an apparent conflict between students, the Director of Residence Life and/or the Dean of Students will also be provided investigatory reports. The Police Department will use its discretion, on a case by case basis, as to when to provide full or partial investigative reports to Campus Security, depending on the case.

~~e-f.~~ The Police Department will refer all property crimes reported on the Campus, and which they investigate, to the College judicial process, however;

(1) Any crime victim, including the College, may request criminal charges;

~~(2) Suspects involved in second and subsequent offenses may be referred to the Wayne County Attorney for prosecution;~~

~~(3)~~(2) Crimes may be referred for prosecution before the College judicial process begins;

~~(4)~~(3) Both the College disciplinary process and criminal prosecution may happen concurrently;

~~(5)~~(4) Police Officers will appear for College disciplinary hearings as needed.

~~d-g.~~ The Police Department will refer all crimes against persons to the Wayne County Attorney's Office for prosecution.

~~h.~~ To facilitate investigative follow up the School Resource Officer will be provided access to any Campus surveillance camera recordings and/or allowable student information currently maintained in hard copy or electronically in the Campus Security Office.

~~e.~~

5. Community Policing & Crime Prevention

- a. The College and the City recognize that positive interaction between the School Resource Officer, students, faculty and staff is beneficial to both parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.
- b. The School Resource Officer will be given an opportunity to co-present at crime prevention and/or education programs given by Campus Security, or upon the request of other Campus entities. To ensure adequate planning for any presentation, the School Resource Officer will be provided a minimum of five (5) days written notice. Said notice shall include the topic, date, time, and location of the presentation. The decision to participate in any on-campus crime prevention and/or education presentation will be left to the discretion of the School Resource Officer and/or the Dean of Students. If an officer participates he or she will be given a minimum of 15 minutes participation per hour of scheduled presentation.
- c. To provide a community policing presence the School Resource Officer will regularly attend Clery/Behavioral Intervention Team meetings and other Campus meetings and activities as part of his/her assigned duties.

- d. The City will not provide overtime pay for the School Resource Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- e. The School Resource Officer will meet regularly with the Residence Life Staff in each housing unit.
- f. The School Resource Officer will respond to fire alarms on Campus and, in the absence of Campus Security personnel, will reset the fire alarm panels.
- g. The Campus Security Director will provide training specific to the fire alarm systems to the School Resource Officer before the start of the school year. A laminated flip chart of alarm procedures for each building will be placed in each alarm box as a ready reference.

6. Security Responsibilities

- a. The following duties will be performed solely by College Campus Security personnel and not by the City:
 - (1) Fueling vehicles for the College motor pool
- b. Campus Security will be the first to respond to calls for service on the Wayne State College campus. If the Campus Security Officer is occupied with Security Department business and a call for service is received, the School Resource Officer may be asked to help with the following types of calls:
 - (1) Helping to lock and unlock Campus facilities;
 - (2) Respond to calls for service and fire alarm panels.

7. Use of Equipment

- a. The Police Department will provide the School Resource Officer with all uniforms, equipment, leather, firearms, and continuing education at all times relevant to this agreement.
- b. The Police Department will provide a multi-channel portable radio programmed with the Campus Security frequency. The priority frequency will be that of the Wayne Police Department but the Campus Security frequency will be monitored.
- c. The City will provide a vehicle for the School Resource Officer to use.

8. Training Provided by College

- a. Fire Alarm Panels – School Resource Officers will receive training specific to the fire alarm panels of each College building. Quick reference laminated charts will be provided to the School Resource Officer and/or Police Department and placed at each alarm panel.
- b. School Resource Officers will attend Residence Life staff training.
- c. Written training defining the College student disciplinary procedures.
- d. Training on procedures for notification of campus staff for after-hours assistance, including when, who, and how to request assistance.
- e. When possible all training will be done beginning two (2) weeks prior to the start of each fall semester.
- f. It is recognized that the School Resource Officer's schedule will be modified during the training period to facilitate attendance at some orientations.
- g. A current roster of Residence Life staff and contact information will be provided to the School Resource Officer each semester.
- h. Monthly Campus Security work schedules, and updates, will be provided to the School Resource Officer and Wayne Police dispatch, including a contact person(s) in the event no one answers the Campus Security number.

9. Direct Oversight of the Agreement to Provide Police Coverage on Campus

Certified Police Officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his designate. Campus Security employees shall remain under the direct supervision of the College.

The City of Wayne Police Department shall control the manner in which law enforcement services are performed; however, the Agreement shall specify the nature of the services to be performed. The School Resource Officer is not to be deemed an employee of the College and has no authority to make any binding commitments or obligations on behalf of the College except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the School Resource Officer is the responsibility of the City of Wayne.

The Chief of Police will meet monthly with the Dean of Students and the Campus Security Director to review and evaluate the provisions of this Agreement.

Three (3) Wayne State College student representatives selected by Student Services will meet jointly with the Police Chief, the School Resource Officer and any Campus Security official at least two (2) times per year to review the student perspective of this Agreement, one during the fall semester, and one during the spring semester. These meetings may be scheduled by either party with not less than thirty (30) days' notice. Only those representatives designated in this paragraph, or a designee thereof, shall attend the meeting.

10. Dispatch Services

The City agrees to provide the following dispatch services to the Campus:

- a. Answer Campus Security telephone after hours and refer calls to Campus Security Staff and assign police officers to crimes reported;
- b. Monitor Campus fire alarm system and dispatch fire trucks as needed. Police Dispatch staff will also coordinate with the Director of Facility Services and his staff to prevent unwarranted fire alarm responses.

11. Fees for Service

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$30,000.00 per year to be paid in 12 monthly installments.

12. Agreement Duration

The term of this agreement will be effective beginning July 1, 201~~5~~⁴ and shall be in effect until June 30, 201~~6~~⁵ except that either the City or the College may execute a written sixty (60) day notice to quit or withdraw from the Agreement.

13. Agreement Amendments

~~13.~~

This Agreement may be amended at any time by the written agreement of both parties.

14. Indemnification

To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence or willful misconduct of such party or any of its employees or agents; provided however, the indemnification under

this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the negligence of the party entitled to indemnification hereunder. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

15. New Employee Work Eligibility Status. - *One box below must be selected and marked.*

Employee Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The Contractor is an individual or sole proprietorship. The Contractor must complete the "United States Citizenship Attestation Form," available on the Department of Administrative Services website at http://das.nebraska.gov/lb403/attestation_form.pdf. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

16. Liability Insurance Requirements

The City is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a six (6) million dollar umbrella. The City's insurance policy shall be primary and non-contributory. The College shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the College. A copy of the certificate shall be provided to the College.

17. Designated College Representative

The designated College representative for purposes of monitoring and oversight of this contract is:

Jeff Carstens (402) 375-7213 jecarst1@wsc.edu
~~Printed Name~~ ~~Telephone~~ ~~Email Address~~

This Agreement is hereby executed by the City of Wayne and the Board of Trustees of the Nebraska State Colleges dba Wayne State College upon the respective dates set forth following the executory signature attached to this agreement.

AND BE IT FURTHER RESOLVED that the Board of Trustees of the Nebraska State Colleges dba Wayne State College and the City of Wayne each declares itself to be a participant in the joint efforts to provide law enforcement services on the Wayne State College Campus.

Passed and approved this ___ day of _____, 20154.

CITY OF WAYNE

**THE BOARD OF TRUSTEES OF
THE NEBRASKA STATE
COLLEGES**

By: _____

By: _____

Name: Ken Chamberlain

Name: Michelle Suarez

Title: Mayor

Title: Chair, Board of trustees

Attested By: _____

City Clerk

Date: _____

Date: _____

RESOLUTION NO. 2015-51

A RESOLUTION TO PROVIDE JOINT SERVICES BETWEEN THE CITY OF WAYNE AND WAYNE COUNTY.

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

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of municipalities and counties to develop and maintain quality services and facilities to the community; and

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

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

WHEREAS, the County is constructing new public facilities on a lot at the intersection of Erin Street and 4th Street and wishes to connect the sanitary sewer into the existing manhole at Erin Street and 4th Street; and

WHEREAS, the City wishes to sell its 50-year old motor grader and not replace it; and

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

WHEREAS, it is the desire of the parties hereto signed to participate in the joint development of city and county land and resources.

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

1. County Motor Grade Assistance to City of Wayne: The County will provide motor grader service to the City upon request for routine maintenance and dirt work on public property for small to moderate projects within the city limits and city projects outside the city limits in the Extraterritorial Jurisdiction. Large construction projects will be bid out to private contractors upon agreement by both the City and the County.

2. Administration of the Agreement: A separate entity is not created by this agreement and the grading services provided for by this agreement will be approved by the Chair of the Wayne County Commissioners and Wayne City Administrator or his/her designee after consultation with the Mayor.
3. Sanitary Sewer Extension along Thorman from Erin Street South to 4th Street: The normal requirement for extension of sanitary service to a newly subdivided lot is to extend the sanitary service all the way across the frontage of the new lot to provide the connection for the future sanitary service to the next lot. The elevations of Thorman Street and of the County property and of the undeveloped lots on the west side of Thorman Street fall substantially as they extend south to 4th Street. Because of the unknown depth of any future sanitary sewer connections on the west side of Thorman Street, it is not deemed practical to require the extension of sanitary sewer south along Thorman Street at this time.

In lieu of being required to pay half the cost to extend a Thorman Street sanitary sewer across the County lot frontage south from Erin Street and 4th Street to serve the new County lot, the County agrees to provide motor grader service at no charge to the City under the terms of Paragraph #1 and in return, the City will pay half the cost to install any future sanitary service line as needed to provide gravity flow sanitary service to the lots on the west side of Thorman Street.

6. Agreement Duration: The term of this agreement will be effective upon execution by both parties and be in effect for ten years or until such time either party shall terminate the agreement after 120 days written notice.
7. Agreement Amendments: This agreement may be amended at any time by the written agreement of all parties.
8. Hold Harmless: The City of Wayne and Wayne County agree to indemnify and hold each other harmless from any and all liability regarding services provided in this agreement and/or to maintain liability insurance in the minimum amount of \$1,000,000 with Wayne County and the City of Wayne listed as additional named insured. Wayne County and the City of Wayne shall at all times provide each other with proof of the insurance required by this paragraph.

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

Passed and approved this _____ day of _____, 2015.

THE COUNTY OF WAYNE, NEBRASKA

By _____

Chair

ATTEST:

County Clerk

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

PASSED AND APPROVED this 5th day of May, 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

- a. 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 storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100' from any property line which borders the city limits or any R district and at least 25' from any property line.**
 - 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.
 - iii. **Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 25' from any property line which does not border the city limits or any R District that has a residential dwelling on it.**

- 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.
 - iii. **Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 25' from any property line which does not border the city limits or any R district that has a residential dwelling on it.**

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 5th day of May, 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 5th day of May, 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 5th day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

Betty A. McGuire, City Clerk



S. Nebraska Street



Wayne Public Library Board of Trustees
Tuesday, March 3, 2015 / 5 p.m., Conference Room

AGENDA

CALL TO ORDER - Vice President Dennis Lipp called the meeting to order at 5:05 pm.

ROLL CALL – Dennis Lipp, Ellen Imdieke, and Spring Dahl in attendance along with Lauran Lofgren, Library Director.

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 Library/Senior Center Conference Room.

The Library Board 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.

APPROVAL OF MINUTES - minutes approved, moved S. Dahl, seconded E.Imdieke

FINANCIAL REPORT – LKL reported a \$300 donation from Ameritas to assist with the Santa Storytime expenses; claims included 2 months of Cleaning to a T charges (side note, beginning March 16 cleaning service will only do bathrooms and main hallway – library and senior center staff will do the rest); claims included Ancestry Library Edition annual license (side note, if usage continues to drop may not renew for 2016); cutting back on expenditures will begin immediately, staff and hours reduction begins May 4; financial report approved, moved S. Dahl, seconded E. Imdieke

DIRECTOR'S REPORT

- Statistics – door traffic and circulation was down some in February, although in-house use of materials and technology was up. Stilling running slightly ahead of YTD circulation over 2013-2014, and use of both the downloadable book and music services are increasing
- Activities
 - LKL attended the Wayne Library Foundation annual meeting
 - LKL met with LJohnson regarding budget issues
 - LKL met with Senior Center board and a representative of Experience Works regarding possibilities of EW participants helping out in our facility
 - Library hosted Mardi Gras with 50 participating throughout the day and 9 attending the craft time.
 - Annual report to the Nebraska Library Commission was submitted
 - Staff evaluations have been completed
 - Stakeholders have been invited to participate in strategic planning and all but 2 have responded in the affirmative

- JOsnes provided a program for the Senior Center on Nebraska flag and facts.
- JOsnes attended the Three Rivers Library System summer reading workshop in Norfolk
- RMcLean met with presenters for the Expand Your Horizon Severe Weather Awareness series.
- Library hosted a Chinese New Year's craft time with 7 participating.
- RMcLean met with the Library Book Club on February 24 to discuss the book Olive Kitteridge.
- Staff has begun a major shift of the adult fiction section in order to make room for an expanded large print section.
- Weeding is being carried out in all areas of the library with discards going to the Friends of the Library book sale in April. YA books being discarded due to lack of circulation are first being offered to the high school library as many of our items are in better condition. This is part of fulfilling our strategic plan goal of improved collaboration with the school system.
- Plans are being made for reduced staffing plus the short term addition of cleaning duties
- School survey was carried out at the high school and in the 5th-6th grades. Results are being tallied... there are some interesting suggestions that we will be sharing with you next month. The high school survey is also complete and the 7th-8th grade survey will be taken next week.

OLD BUSINESS

- Update on WSC Service learning mural
 - Work is progressing on gathering the information/facts to be shown on the mural and the history group hopes to get this to the graphic design group by early April. Project may be complete by end of April or early May. Installation may not happen before students leave for the summer so we are considering hosting a Chamber Coffee in late August or early September to officially acknowledge the project. Hoping the FOL/WLF/Trust&Agency account can contribute \$500 each to the cost plus a possible \$500 from the college – funds available to impact the scope of the project.
- Adjusted library budget proposal
 - Initial proposal for budget cuts was returned for additional work. LKL will meet with LJohnson on March 4 to discuss options. After discussion of patron impact, the board gave approval to move closing time to 8 pm instead of 8:30 pm beginning May 4. Board directed LKL to see if a library board/city council meeting would be possible.
- Board report on Trustees newsletter – postponed to April board meeting
- Strategic planning...Strength/Weakness/Opportunities/Challenges discussion

- LKL shared the list of stakeholders – Mike Barry, Irene Fletcher, Nancy Jo Powers, Mark Evetovich, Kim Endicott, Jeanne Brink, Deb Dickey, Charlene Rasmussen, Mytzy Kufner-Rodriguez
- SWOC analysis – board conducted an abbreviated analysis of library strengths and weaknesses in addition external opportunities and challenges. Staffing and the youth programs were highlighted as strengths; marketing and public relations stood out as weaknesses; opportunities included growing adult/senior programming, the willingness of local media to provide support, and chances to coordinate with other groups; challenges focused in on lack of awareness of library services among general population, lifestyle changes, tightening city/ state/federal budgets
- The same analysis will be conducted with library staff at their monthly meeting on Thursday, March 5.
- Results will be compiled and sent out to stakeholders, asking for a response by Friday, March 20

NEW BUSINESS – no new business

The board adjourned at 5:50 pm. Moved S.Dahl, seconded E.Imdieke

Submitted by Lauran Lofgren