

AGENDA  
CITY COUNCIL MEETING  
May 19, 2015

1. Approval of Minutes – May 5, 2015

2. Approval of Claims

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

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

3. Appointment of Phil Monahan as Fire Chief

4. Action on Application for Membership of Nate Temme to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief

5. Resolution 2015-52: Approving Fire Department Active Status Policy Requirements

**Background:** This proposal was prepared by me, for consideration by the Rural Fire Board and the City Council, as a way to measure the participation rate in regular training and emergency calls, and to assess the need for fire department gear. My original draft was modified and adopted by the Rural Fire Board, and a few additional changes were added since then to make the draft version that is attached. Since the Fire Department serves the jurisdiction of the Rural Fire District and the City, the elected bodies will need to adopt this to be in effect.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, and Phil Monahan, Fire Chief, is to approve the policy.

6. Action on Request of Dr. Ken Liska to place Masonic Lodge cornerstones in any future Public Buildings

**Background:** The Wayne Lodge members would like Council approval to install a Mason's Cornerstone in future Wayne public buildings like other towns do.

7. Action on Request to close the following streets on Friday, July 10<sup>th</sup>, from 2:30 p.m. until 2:00 a.m. for the annual Henoween Celebration: Main Street from 1<sup>st</sup> Street to the alley between 3<sup>rd</sup> and 4<sup>th</sup> Streets; 2<sup>nd</sup> and 3<sup>rd</sup> Streets from the alley west of Main Street to the alley east of Main Street— Irene Fletcher, Assistant Director WAED

8. Action on Request to close the following streets on Saturday, July 11<sup>th</sup> from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show Celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln Street from 10<sup>th</sup> Street to 8<sup>th</sup> Street; and Douglas Street from 8<sup>th</sup> Street to 10<sup>th</sup> Street. The intersections

at 10<sup>th</sup> and Douglas and 10<sup>th</sup> and Lincoln Streets are also requested to be closed — Irene Fletcher, Assistant Director WAED

9. Action on Request to close the following Streets on Saturday, July 11<sup>th</sup>, for the Annual Chicken Show Parade from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street (including intersections) and 10<sup>th</sup> Street from Main Street to Lincoln Street. Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street will also be used for the parade — Irene Fletcher, Assistant Director WAED
10. Resolution 2015-53: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (Halloween and Chicken Show – July 10<sup>th</sup> and 11<sup>th</sup>)
11. Public Hearing: To Consider the Planning Commission’s recommendation in regard to a Use by Exception Request for the Wayne Municipal Code, Chapter 90, Section 90-354 Exceptions (5) of the B-1 Highway Business District. The applicant, Sunnyview Place, LLC, is seeking the request to allow for a preschool to be located at 803 Providence Road. (Advertised Time: 5:30 p.m.)

**Background:** The Wayne-Carroll Public Schools will add pre-school to their public education program beginning this fall, and the location will be in the east Sunnyview Plaza building. That use requires a “Use by Exception Permit” to be located in that zoning area.

12. Resolution 2015-54: Approving Use by Exception Request of Sunnyview Place, LLC, for a Preschool to be located at 803 Providence Road

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

13. Public Hearing: To Consider the Planning Commission’s recommendation in regard to the Final Plat of Opportunity Park Addition. The Applicant, City of Wayne, is seeking the request. (Advertised Time: 5:30 p.m.)

**Background:** This new plat is requested by the Wayne Community Redevelopment Authority.

14. Resolution 2015-55: Approving the Final Plat of Opportunity Park Addition

**Recommendation:** The recommendation of the Planning Commission is to approve the final plat.

15. Public Hearing: To Consider the Planning Commission’s recommendation in regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-10 Definitions, to include “Stable” and “Livestock Arena.” The applicant, City of Wayne, wishes to

[add these definitions to more clearly define them. \(Advertised Time: 5:30 p.m.\)](#)

**Background:** This definition was proposed during the discussions of the zoning limits on animal units per acre in the Extraterritorial Zoning Jurisdiction as an additional tool to provide greater flexibility to developing lots.

16. [Ordinance 2015-29: Amending Wayne Municipal Code, Section 90-10 Definitions](#)

**Recommendation:** The recommendation of the Planning Commission is to approve the definition as written.

17. **Public Hearing:** To Consider the Planning Commission's recommendation in regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-114 Exceptions of the A-1 Agricultural District, by adding (24) Stable and (25) Livestock Arena. The applicant for this request is the City of Wayne. (Advertised Time: 5:30 p.m.)

**Background:** This definition was proposed during the discussions of the zoning limits on animal units per acre in the Extraterritorial Zoning Jurisdiction as an additional tool to provide greater flexibility to developing lots.

18. [Ordinance 2015-30: Amending Wayne Municipal Code Section 90-114 Exceptions of the A-1 Agricultural District](#)

**Recommendation:** The recommendation of the Planning Commission is to approve the amendment.

19. **Public Hearing:** Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-115 Conditions for Granting Exceptions of the A-1 Agricultural District, by adding (3) Stable and (4) Livestock Arena. The applicant for this request is the City of Wayne. (Advertised Time: 5:30 p.m.)

**Background:** This definition was proposed during the discussions of the zoning limits on animal units per acre in the Extraterritorial Zoning Jurisdiction as an additional tool to provide greater flexibility to developing lots.

20. [Ordinance 2015-31: Amending Wayne Municipal Code Section 90-115 Conditions for Granting Exceptions of the A-1 Agricultural District](#)

**Recommendation:** The recommendation of the Planning Commission is to approve the amendment.

21. [Ordinance 2015-32: Vacating the North-South Alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition \(Between the Scott Hasemann and Denny Lutt Properties\)](#)

**Background:** The Hasemann and Lutt residences are located on a common driveway immediately west of the intersection of 10<sup>th</sup> and Sherman Streets. Shown on the attached aerial photo is a platted north/south alley between these residences that dead ends at the backyard fence of a private residence in the Westwood Addition.

The Hasemann's plan to build garage space onto the house, but are limited by the rear yard setback from the platted alley. The alley is currently lawn and is not traveled, but it has a buried city electric system primary line in it.

The Hasemann's are requesting the Council vacate the alley to give them additional rear yard setback distance to construct the garage. The garage would not be constructed into the vacated alley.

**Recommendation:** There is no staff recommendation, except to reserve a utility easement if you allow the vacation.

22. [Discussion regarding Request for Restricted Parking on Lincoln Street between 1<sup>st</sup> and 2<sup>nd</sup> Streets — Dean Carroll, General Manager, Mid-States School Bus, Inc.](#)

**Background:** Attached is an aerial photo showing Lincoln Street north of the 1<sup>st</sup> Street intersection. Mid-States is requesting a no-parking zone on the street west of the large doors of the bus company to allow more room to turn buses on the street when entering and leaving the building.

**Recommendation:** There is no staff recommendation at this time.

23. [Resolution 2015-56: Approving Agreement with JEO Consulting Group to Complete the Wayne NPDES Permit Application for the Wastewater Facility](#)

**Background:** Wayne is required to renew our NDEQ permit every five years to discharge clear treated water from our wastewater plant into Logan Creek. Our permit application needs to be submitted in July to be renewed in December, 2015. This application process is more complicated this year because we have a new Aquarius treatment system and are in transition from the lagoon to a belt press sludge handling system during the application time period.

We are requesting your approval to retain JEO Consulting Group on a per hour basis to assist with the application.

24. [Resolution 2015-57: Approving Amendment to Owner-Engineer Agreement with JEO Consulting Group, Inc., for the "Storm Shelter & Water Main Improvement Projects" – Additional amount of \\$10,000](#)

**Background:** When we approved the agreement to design the storm shelter/restroom for East Park, we considered it a simple "Lite-Form" project. Because of the FEMA design requirements and the Federal funding, the project has been more difficult and we have needed more help.

JEO Consulting Group did not list the additional work in the first agreement and is submitting the attached amendment to authorize work they have already done and for construction oversight they will do.

We have asked Roger Protzman from JEO to attend the Council meeting to describe the additional work and the cost.

25. [Resolution 2015-58: Approving Agreement for the operation of the Wayne Transfer Station](#)

**Background:** One of the goals of the February Mayor and Council planning retreat was to rebid the operating agreement for the transfer station to increase the revenues to the City. We received one bid in response to our request for proposals, and the same is included in this packet.

26. [Action on Pay Application No. 2 in the amount of \\$76,912.72 to Robert Woehler & Sons Construction, Inc., for the “2014 Hillside Drive, Paving and Storm Sewer Improvement Project”](#)

**Background:** As of this time, this pay request is still under review by the JEO project engineer before a final recommendation can be made for payment.

27. [Action on Lease Agreement with Glen Johnson \(City Railroad Right-of-Way Property\)](#)

**Background:** This is a rental agreement for 3 acres of the 5 acres of former Chicago Northwestern Railroad right-of-way the City owns. The other two acres are in a drainage ditch.

28. [Appointment of Katie Jensen and Brigitte Burbach to the Recreation-Leisure Services Commission \(Terms will Expire – 4/30/18\)](#)

29. [Request to talk to the Council about trail signage — Steve Hall](#)

30. [Annual Review of City Administrator](#)

31. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Mayor

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

[Back to Top](#)

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

The Wayne City Council met in regular session at City Hall on Tuesday, May 5, 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, Nick Muir, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 23, 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.

Mayor Chamberlain requested Council consideration to his appointment of Amy Miller as City Attorney.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Amy Miller as City Attorney.

Mayor Chamberlain noted that the Retainer Agreement he and Attorney Miller have agreed upon was distributed to them this evening.

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

Marlen Chinn, Police Chief, introduced Josh Fischer and Chris Peterson, the two new police officers who just completed training at the Academy.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, whereas, the Clerk has prepared copies of the Minutes of the meeting of April 21, 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, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMERITAS, SE, 2325.24; APPEARA, SE, 176.73; ARNIE'S FORD-MERCURY, SE, 199.31; AS CENTRAL SERVICES, SE, 448.00; BACKFLOW APPARATUS, SU, 1540.00; BLACK HILLS, SE, 542.83; BLUE CROSS BLUE SHIELD, SE, 29283.84; BOMGAARS, SU, 1956.71; BROWN SUPPLY, SU, 1315.10; CENTURYLINK, SE, 314.53; CITY OF PONCA, RE, 12648.84; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 247.00; CITY OF WAYNE, PY, 63807.52; CITY OF WEST POINT, RE, 18360.38; CITY OF WISNER, RE, 1911.70; COMMUNITY HEALTH, RE, 4.00; CONSOLIDATED MANAGEMENT, SE, 161.75; CUMMINS CENTRAL POWER, SU, 3859.38; DE LAGE LANDEN FINANCIAL, SE, 77.00; DUNRITE, SU, 147.91; DUTTON-LAINSON, SU, 3143.92; ECHO GROUP, SU, 1485.80; GERHOLD CONCRETE, SU, 248.88; GROSSENBURG IMPLEMENT, SU, 1888.98; HELENA CHEMICAL, SU, 1842.55; HOA SOLUTIONS, SE, 490.00; HOMETOWN LEASING, SE, 333.49; HUNTEL CABLEVISION, SE, 2502.05; ICMA, SE, 7105.79; IRS, TX, 23474.11; JACK'S UNIFORMS, SU, 650.55; JEO CONSULTING GROUP, SE, 29090.00; CITY EMPLOYEE, RE, 83.51; KELLY SUPPLY, SU, 138.43; KNIFE RIVER MIDWEST, SU, 855.90; KIMBERLY DEPEW, RE, 500.00; MSC INDUSTRIAL, SU, 84.79; N.E. NEB ECONOMIC DEV DIS, SE, 7742.12; CITY EMPLOYEE, RE, 599.04; NE DEPT OF REVENUE, TX, 3354.53; NE NEB INS AGENCY, SE, 92.00; NE PUBLIC HEALTH ENVIRONM, SE, 109.00; N.E. NE AMERICAN RED CROSS, RE, 19.62; NNPPD, SE, 4006.00; NORTHWEST ELECTRIC, SU, 161.52; NWOD, FE, 15.00; PIEPER & MILLER, SE, 2892.00; PONCA RURAL FIRE BOARD, RE, 3026.86; QUALITY 1 GRAPHICS, SU, 240.00; SAND CREEK POST & BEAM, SU, 9730.00; SD MEYERS, SE, 2568.00; STAPLES ADVANTAGE, SU, 199.64; STATE NEBRASKA BANK, RE, 54225.00; TAK, INC, SE, 72.00; THE TOOL DEPOT, SU, 153.89; TITAN MACHINERY, SU, 301.25; UNITED WAY, RE, 7.00; UTILITIES SECTION, FE, 720.00; VIAERO, SE, 237.51; VAN DIEST SUPPLY, SU, 880.80; VILLAGE OF WINSIDE, RE, 4046.18; WESCO, SU, 775.68; WESTERN OFFICE PRODUCTS, SU, 317.64; YOUNG, BILL, SE, 200.00; BARONE SECURITY SYSTEMS, SE, 716.04; CITY EMPLOYEE, RE, 1923.33; CHARTWELLS, SE, 6043.52; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 350.00; CITY OF WAYNE, RE, 40.00; CITY OF WAYNE, RE, 310.21; COPY WRITE PUBLISHING, SE, 380.09; CUMMINS CENTRAL POWER, SE, 168.88; DAVE'S DRY CLEANING, SE, 93.00; DIAMOND VOGEL PAINTS, SU, 323.35; DUTTON-LAINSON, SU, 315.66; EASYPERMIT POSTAGE, SU, 772.52; ECHO GROUP, SU, 61.74; FAITH REGIONAL, SE, 60.00; FASTENAL, SU, 25.33; FLOOR MAINTENANCE, SU, 226.94; GALE GROUP, SU, 46.48; GILL HAULING, SE, 170.50; GROSSENBURG IMPLEMENT, SU, 26.03; HAUFF MID-AMERICAN SPORTS, SU, 131.00; INDUSTRIAL TOOL, SU, 12.84; INGRAM BOOK CO, SU, 11.76; ISLAND SPRINKLER SUPPLY, SU, 255.44; JASON CAROLLO, SE, 35.00; KEITH DOESCHER, PY, 23304.89; KELLY SUPPLY, SU, 205.53; MARCO, SE, 126.36; MATHESON TRI-GAS, SU, 28.80; NHHS, FE, 7600.00; PAC N SAVE, SE, 1469.50; PENGUIN RANDOM HOUSE, SU, 160.00; PIEPER & MILLER, SE, 1157.80; QUALITY FOODS, SU, 7.50; SAND CREEK POST & BEAM, SE, 6000.00; SIMPLEXGRINNELL, SU, 837.90; SIOUX CONTRACTORS, SE, 1920.00; STADIUM SPORTING GOODS, SU, 112.00; STAPLES ADVANTAGE, SU, 56.26; STATE FIRE MARSHALM, SE, 320.00; THOMPSON-WEST PAYMENT, SU, 312.00; WAYNE COUNTY CLERK, SE, 156.00; WAYNE VETERINARY CLINIC, SE, 112.00; WESCO, SU, 315.65; WAPA, SE, 25631.23

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

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

Administrator Johnson stated Patrick J. and Gretchen T. O'Reilly have 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 sanitary sewer and water improvements will be made on Grainland Road (Southview Addition).

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, approving the request of Patrick J. and Gretchen T. O'Reilly 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, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the Final Plat for Frese Farms 1<sup>st</sup> Subdivision. The applicant, Hollis Frese, is seeking the request for the subdivision.

Joel Hansen, Zoning Administrator, stated the Planning Commission reviewed the Final Plat for Frese Farms 1<sup>st</sup> Subdivision and forwarded a recommendation to approve the same subject to the following "Findings of Fact:"

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

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

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

Councilmember Sievers introduced Resolution 2015-46, and moved for its approval; Councilmember Greve seconded.

#### RESOLUTION NO. 2015-46

A RESOLUTION APPROVING THE FINAL PLAT FOR FRESE FARMS 1<sup>ST</sup> SUBDIVISION.

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

Mayor Chamberlain declared the time was at hand for the public hearing on the “Blight and Substandard Area Determination” known as the “Industrial Drive East Area.” This includes the former Pacific Coast Feather properties, as well as other parcels in that area.

Northeast Nebraska Economic Development District prepared the blight study.

No written or oral comments had been received by the City Clerk’s Office concerning the public hearing.

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

Councilmember Sievers introduced Resolution No. 2015-47 and moved for its approval; Councilmember Haase seconded.

#### 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.

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

Pat Melena, representing the "Rebuild Hank Project Committee" was present to update the Council on the project. They would prefer the look of the wooden grandstand; however, they understand there will be some upkeep to that.

Administrator Johnson was requesting Council consideration to authorizing staff to order the materials for the project (paint vs. stain).

The consensus of Council was that they preferred the stain, but did not want City staff (Public Works Department) having to do this work. Administrator Johnson stated that the summer part-time help could do this work.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers authorizing staff to order the materials for the Rebuild Hank Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

George Parizek of JEO Consulting Group, engineers on the Wayne Aquatic Center Project, presented the plans and specifications of the project. The project total is \$2.9 million.

Administrator Johnson reminded Council that out of the \$2.9 million, \$50,000 was for bond costs and another \$50,000 was for the demolition of the old pool. These are not included in the JEO breakdown. Therefore, the cost of the pool should actually not go over \$2.8 million.

Mr. Parizek stated if the bids would come in higher than estimated, the bids can be rejected, or they could "value engineer" the overall project with the low bidder down to an acceptable level. You could see what the city forces could do in addition to what they are already doing to keep the number lower.

Some items were not included in the bidding process because the City could purchase those on their own cheaper than including them in with the project. These would be items like lap lanes, lifeguard chairs, flagpoles, starting blocks, etc.

If Council wanted to reduce the amount of the project total, a recommendation was to eliminate the slide and put that in as an alternate. The slide does add one additional guard or an attendant at the top.

Mr. Parizek advised the Council that the existing MDP in the community activity center does not have the required short circuit protection to add on the new load from the aquatic center, which adds additional costs to this project. It was a mystery to them as to why this was not upsized to begin with, in light of the planned future addition that was supposed to have happened at the Community Activity Center. That was an unforeseen cost, but there is no way to not address it now. It is a safety item.

The substantial completion date is May 20, 2016. The penalty for going beyond that date is somewhere between \$500 and \$700 per day.

Another added cost is the equipment area for the aquatic center now has a two wall, hard roofed structure. The concept that was originally voted on had a fabric shell structure.

Mayor Chamberlain stated shrinking the size of the deck could be another option to decrease the cost. He cautioned taking the slide out of the project.

Nancy Braden, Finance Director, advised the Council that approximately \$300,000 (\$75,000 per year) from the current sales tax has been set aside for the pool. The engineering fees are being paid out of that amount at this time.

Consensus was to bid the project as is and see where the bids come in.

Councilmember Eischeid introduced Resolution 2015-48, and moved for its approval; Councilmember Sievers seconded.

#### 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.

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

Administrator Johnson stated the following Resolution would approve Amendment No. 6 to the "Communication Tower and Real Estate Lease Agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless." This includes equipment modification to the lease.

Finance Director Braden advised the Council that there is a 5% annual increase in the lease payment.

Councilmember Sievers introduced Resolution No. 2015-49 and moved for its approval; Councilmember Giese seconded.

#### 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.

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

Marlen Chinn, Police Chief, and Jeff Carstens, representing Wayne State College, reviewed the proposed changes to the Interlocal Agreement to Share Law Enforcement Services between the City and Wayne State College. These changes come about because of changes to the Federal Regulations or Title IX regulations that the college has to abide by. Section 4(b) is what was amended.

Mr. Carstens advised the Council that the Federal Statute is Title IX of the Educational Amendments to the Civil Rights Act. Over the past year, regulations were promulgated relating to that statute that require higher education institutions, to the extent that is practicable, to maintain the confidentiality of victims who report sexual assault or sexual harassment on college campuses. This is in an effort to provide those victims with some sense of control over the process so that they can decide to what extent they report or whether they report issues to law enforcement or not. The College also maintains a responsibility for investigating and responding even though they may not be able to disclose that information to law enforcement. There are some stipulations and qualifications under which colleges can automatically report incidents of

sexual assault and sexual harassment to law enforcement if there is an eminent and serious threat of harm to an individual or the campus community. That would override a reporter's rights to privacy. The previous interlocal agreement stated that the City would investigate all crimes against persons, which would imply that all crimes against persons that are reported to the College would automatically be reported to law enforcement. This change in Federal Statute and regulations prevents that, because we cannot provide confidentiality to the extent that it is practicable if we automatically report all incidents to law enforcement. The interlocal agreement is not driving this change; it is the Federal legislative changes.

Councilmember Giese also requested that Section 9, Paragraph 4, be amended to read: Three Wayne State College student representatives selected by Student ~~Services~~ Senate will meet jointly....

Councilmember Giese introduced Resolution No. 2015-50 and moved for its approval, as amended (Section 9, paragraph 4 — striking the word “Services” and replacing it with the word “Senate”); Councilmember Muir seconded.

#### 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.

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

No action was taken on proposed Resolution 2015-51 approving interlocal agreement with Wayne County for joint services.

Councilmember Eischeid introduced Ordinance No. 2015-20, and moved for approval of the third and final reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2015-20

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

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

Councilmember Eischeid introduced Ordinance 2015-27, and moved for approval of the third and final reading thereof; Councilmember Brodersen 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, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance 2015-28, and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2015-28

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

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

David Linder, representing the Wayne Cub Scouts, and Mark Klassen, representing the Wayne Boy Scouts, were present requesting Council consideration to allowing them to build a shelter house, fire ring, and pad for a port-a-potty at the Boy Scout Park.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving the request of the Boy Scouts to build a picnic shelter at the Boy Scout Park. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, 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, the Mayor declared the motion carried and the meeting adjourned at 6:55 p.m.

[Back to Top](#)

CLAIMS LISTING MAY 19, 2015

ADVANCED CONSULTING	GRAINLAND RD W-S IMPROVEMENTS	1,750.00
ALTEC INDUSTRIES, INC.	IMPACT DRILL	596.15
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,407.89
APPEARA	LINEN & MAT SERVICE	169.41
BAKER & TAYLOR BOOKS	BOOKS	489.60
CARHART LUMBER COMPANY	VENTS/FILTERS/BATTERIES/CORD ETC	660.47
CARROLL DISTRIBUTING	FILTER KIT/SPARKPLUGS/ROPE	105.03
CDBG CERTIFICATION	REGISTRATION-N BRADEN	100.00
CERTIFIED TESTING SERVICE	HILLSIDE DR	2,939.50
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	100.00
CITY OF WAYNE	PAYROLL	79,575.60
CITY OF WAYNE	UTILITY REFUNDS	2,001.34
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
CONSOLIDATED MANAGEMENT	TRAINING CENTER MEALS	46.50
CORNHUSKER INTERNATIONAL	ELBOW HOSE	82.99
ECHO GROUP INC JESCO	HEATER UNIT/BUSHING/NUTS/PHOTOCELL	128.66
CITY EMPLOYEE	HEALTH REIMBURSEMENT	588.34
ERNEST E PING	GRIND 26 STUMPS	779.00
FLOOR MAINTENANCE	NAPKINS/PLATES/GLOVES/LIDS/LINERS	309.70
FREDRICKSON OIL CO	TIRES	1,108.50
GALE GROUP	BOOKS	163.73
GEMPLER'S INC	SHIPPING SAVER/GLOVES/TOOL BOX	291.25
GEOCOMM INC	E911 SYSTEM MAINTENANCE	2,084.00
GERHOLD CONCRETE CO INC.	CEMENT/VINYL PATCHING/CHAULKS	1,680.22
GROSSENBURG IMPLEMENT INC	FLASHLIGHTS/O RINGS	337.40
HEARTLAND FIRE PROTECTION	FIRE EXTINGUISHER INSPECTION	77.00
HIRERIGHT SOLUTIONS INC	COLLECTION FEES	106.30
HOMETOWN LEASING	COPIER LEASE	259.98
ICMA RETIREMENT	RETIREMENT	8,275.84
IRS	FEDERAL WITHHOLDING	28,327.09
JACK'S UNIFORMS	HOLSTER	27.95
JEO CONSULTING GROUP	AQUATIC STUDY	50,237.37
KAREN MECSEJI	TREE INCENTIVE	26.40
KEPCO ENGRAVING	NAMEPLATE	8.68
KRIZ-DAVIS COMPANY	EMERGENCY LIGHTING UNIT/BULBS/METERS	1,015.98
KTCH AM/FM RADIO	RADIO ADS	1,141.00
L.G. EVERIST	ROCK	1,837.36
LUTT OIL	GASOLINE	4,641.97
MAEDC	MEMBERSHIPS-BRADEN/JOHNSON	425.00
MICHAEL TODD & CO INC	TRAIL CROSSING SIGN	244.21
MIDSTATES ERECTORS INC	JACKET WATER REPAIRS	19,375.16
MIDWEST LABORATORIES, INC	BOD TESTING	337.50
MIKE TOWNE	T & E - NPPD	300.00
MOTOR MIDWEST INC	BOOKS	325.00
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENTS	60.84

NE DEPT OF REVENUE	STATE WITHHOLDING	3,887.12
NE NEB INS AGENCY INC	INSURANCE	863.00
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING	18.64
NEBR PUBLIC POWER DIST	ELECTRICITY	246,766.67
NEBRASKA COMMUNITY FOUND.	MAR 15-JUN 15 FEES	200.00
NLA	STICKERS	4.40
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	12,306.60
NORTHEAST TIRE SERVICE	TIRE REPAIR	126.48
NORTHERN SAFETY CO, INC.	SAFETY GLASSES/GLOVES/CONES	213.81
OLSSON ASSOCIATES	AIRPORT PUMP STATION	2,188.19
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	108.60
PEPSI	CAC POP-BANK DEBIT	226.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	1,129.93
RON'S RADIO	RADIO REMOTE MOUNT KIT	730.75
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	153.57
SOOLAND BOBCAT	CAMERA/FILTERS	579.00
SPARKLING KLEAN	JANITORIAL SERVICES	2,930.36
SHOPKO	DVD PLAYER/BATTERIES/OFFICE SUPPLIES	135.04
STADIUM SPORTING GOODS	BETTY ROBINS T-SHIRTS	385.25
STAPLES ADVANTAGE	OFFICE SUPPLIES	63.99
STATE NEBRASKA BANK	ACH FEES	68.56
TATE NELSON	ENERGY INCENTIVE	500.00
US BANK	BEARINGS/CHAIR/TASER RECERT/GAS/MEAL	2,075.35
VAN DIEST SUPPLY	AMINE	66.80
VIAERO	CELL PHONES	137.84
WASTE CONNECTIONS	SANITATION SERVICE	209.55
WAYNE AREA ECONOMIC DEVEL	MAY 15 CONTRIBUTION	7,216.66
WAYNE AUTO PARTS	FILTERS/BATTERY/PLIERS/WRENCHES ETC	380.06
WAYNE FIREWORKS COMMITTEE	FIREWORKS DONATION	2,000.00
WAYNE HERALD	ADS & NOTICES	3,832.07
WAYNE KRAMER	TREE INCENTIVE	50.00
WAYNE STATER	ADS	138.00
WESCO DISTRIBUTION INC	BOX PAD	754.35
ZACH HEATING & COOLING	CONDENSATION PUMP REPAIR	449.70

[Back to Top](#)

OK  
Coy

### APPLICATION FOR MEMBERSHIP

#### Wayne Volunteer Fire Department

Rural Fire District No. 2  
510 Tomar Drive  
Wayne, NE 68787

Please check all that apply :

- Firefighter
- Rescue
- Fire Cadet (High school applicants only)

Please Print Legibly:

Name: Nate Temme Address: 514 Wavside Lane  
 Phone Number(s): \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_ Age: 29  
 Employer: De's Baker Occupation: Baker  
 How long have you been employed by your current employer? 12 years  
 Previous Employer and Address: David Hart

Have you previously been a member of a fire department?  YES  NO

If yes, please give the name of the fire department, your rank/positions held. If applicable, include any related credentials and records of training. \_\_\_\_\_

In the fire service, a firefighter is expected to perform in physically and mentally stressful situations, below you will find a chart of physical and environmental demands associated with the position of firefighter:

Key: N= Never O= Occasionally F = Frequently A= Always

PHYSICAL DEMANDS	N	O	F	A
LIFTING			X	
TRANSPORTING			X	
PUSHING			X	
PULLING			X	
CLIMBING		X		
BALANCING			X	
STOOPING			X	
KNEELING			X	
CROUCHING			X	
REACHING			X	
HANDLING			X	
FINGERING			X	
FEELING			X	
TALKING			X	
HEARING			X	
NEAR ACUITY			X	
FAR ACUITY			X	
DEPTH PERCEPTION			X	
COLOR VISION			X	
FIELD OF VISION			X	
TASTING/SMELLING		X		

Position: STANDING: 20%                      Controls: HAND-ARM 50%  
 WALKING: 50%                                      FOOT-LEG 50%  
 SITTING: 30%

STRENGTH LEVEL: 150-200 pounds (lifting, pulling, pushing, carrying)

Key: N= Never O= Occasionally F = Frequently A= Always

ENVIRONMENTAL DEMANDS	N	O	F	A
EXPOSURE TO WEATHER			X	
EXTREME COLD		X		
EXTREME HEAT			X	
WET/HUMIDITY			X	
HIGH NOISE LEVELS			X	
VIBRATION			X	
ATMOSPHERIC CONDITIONS			X	
MOVING MECHANICAL PARTS			X	
ELECTRICAL SHOCK		X		
TALL HIEGHTS		X		
RADIATION LEVELS		X		
EXPLOSIVES		X		
TOXIC/CAUSTIC CHEMICALS		X		
CRT EXPOSURE		X		
HAZARDOUS MATERIALS		X		

Do you have any physical ailments or disabilities that could affect your performance on the department?  YES  NO  
 If so, please list them. \_\_\_\_\_

As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this?  YES  NO

Upon completion of application, there is a thirty (30) day waiting period until the fire department acts upon this request.  
 Do you agree to this?  YES  NO

Have you read the Wayne Volunteer Fire Department Bylaws, and do you understand them?  YES  NO  
 Do you agree to abide by them?  YES  NO

As an applicant of the department, you must understand that if accepted for membership you will be placed on a probationary membership period of six (6) months. During this time, you must meet certain criteria as stated in the department bylaws and follow the department's Standard Operating Guidelines. (SOGs)

APPLICANT'S SIGNATURE: Walter Tamm DATE: 4-2-15  
 SPONSOR SIGNATURE: Joshua Widner DATE: 4-2-2015

I agree to a background check with information provided by the Wayne Police Department and/or Wayne County Sheriff's Office.  
 APPLICANT'S SIGNATURE: Walter Tamm DATE: 4-2-15

\*All information on this application is deemed to be confidential in nature. Application will be placed in official personnel file and only shared with department members at time of application and Fire Department Officers should it need reviewed.

The following is for Official Department Use:

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

Committee Member Signature: [Signature] DATE: \_\_\_\_\_  
 Committee Member Signature: [Signature] DATE: \_\_\_\_\_  
 Committee Member Signature: [Signature] DATE: \_\_\_\_\_  
 Secretary Signature: \_\_\_\_\_  
 Fire Chief Signature: [Signature] DATE: 5-5-2015

City Council Approved - DATE: \_\_\_\_\_ Certified by City Clerk: \_\_\_\_\_

**RESOLUTION NO. 2015-52**

**A RESOLUTION APPROVING THE WAYNE VOLUNTEER FIRE DEPARTMENT "ACTIVE STATUS POLICY REQUIREMENTS."**

WHEREAS, because of the inherent dangers of firefighting, and in order to provide the City of Wayne better service to its taxpayers of the Wayne Fire District, the Wayne Rural Fire Board and the Wayne Volunteer Fire Department Board have established certain criteria for active membership on the Department; and

WHEREAS, the City Council has reviewed said policy/criteria and have determined that it is in the best interest of the Department to approve said "Active Status Policy Requirements."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne Volunteer Fire Department "Active Status Policy Requirements," a copy of which is attached hereto and incorporated herein by reference, are hereby approved as written.

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

Because of the inherent dangers of firefighting and in order to provide the City of Wayne better service to the taxpayers of the Wayne Fire District, the Wayne Rural Fire Board hereby referred to as the Board, has established a criteria for active membership on the Wayne Fire Department – Fire Division, hereby referred to as the department. The standard criteria for active membership on the department shall be based on a point system, in which a member must attain a minimum of 50 points in a 12 month period, beginning on June 1 and ending on May 31 of the following year. Points will be awarded as defined in the following sections of this standard.

#### Section 1 – Emergency Response

- a.) A fixed amount of 25 points shall be awarded for responding to **and participating in the emergency response** and 25 percent of the emergency calls dispatched to the department during the 12 month period.
- b.) An emergency response call means any dispatch involving an emergency activity that is announced over the paging system.
- c.) No points shall be awarded for responding to less than 25 percent of the emergency calls.

#### Section 2 – Drills

- a.) For full participation in drills one point shall be awarded for any drill over two hours in duration, not exceeding five hours.
- b.) For participation in drills exceeding five hours in duration, two points shall be awarded.
- c.) Drills mean regular weekly drills used for instructional and educational purposes, mock emergency response exercise to evaluate the efficiency or performance of members, and monthly maintenance nights.
- d.) A maximum of 25 points shall be awarded in the 12 month period for attendance at drills.

#### Section 3 – Regular Meetings

- a.) For attendance at regular meetings of the department, one point shall be awarded per meeting attended.
- b.) A maximum of ten points shall be awarded in the 12 month period for attendance at meetings.

#### Section 4 – Training Courses

- a.) For participation in training courses provided by an instructor from outside the department points shall be awarded in the following manner.
  - a. For participation in training courses of at least two hours not exceeding five hours, one point shall be awarded.
  - b. For participation in training courses of at least five hours but not exceeding ten hours, two points shall be awarded.
  - c. For participation in courses exceeding ten hours, five points shall be awarded.
  - d. One time per year mandatory training session or probation.
- b.) Members must provide, either through documentation of completion of the course by the instructor or a report at a regular meeting of the department, verification of their attendance at a training course and notify the chief of the department or their designee the duration of the course to be eligible for points.

- c.) A maximum total of 20 points shall be awarded for attendance at training courses in the 12 month period.

#### Section 5 – Other Activities

- a.) For participation in activities of fire prevention communicated to the public on behalf of the department, presenting fire apparatus at a parade or other public event or attendance at a function of the department, which is not an emergency response, a drill, or training, one point shall be awarded.
- b.) For attendance at meetings of organizations other than the department but that the department is affiliated with, one point shall be awarded.
- c.) Members must provide, by documentation of or by a report at a regular meeting of the department, verification of their attendance at any of the above named activities in this section.
- d.) A maximum of 10 points shall be awarded for participation in any of the above named activities in this section in the 12 month period.

#### Section 6 – Elected Officials

- a.) A fixed award of five points shall be awarded to any member who serves as an elected officer of the department or in an elected administrative position of the department for six months during the 12 month period.
- b.) Elected positions to which five points shall be awarded per twelve (12) month period are: Fire Chief, Assistant Fire Chief, Rescue Captain, Training Officer, President, Vice-President, Secretary, and Treasurer.
- c.) Members elected to multiple positions shall only be awarded five points for the six month period.

#### Section 7 – Restrictions on Multiple Awards

- a.) No member shall be awarded points in multiple categories for participation in a single activity.

#### Section 8 – Unaffected Members

- a.) Because of the training requirements to attain and maintain an EMT license, and the establishment of on call standards for members of the Wayne Fire Department – EMS Division, the following standard does not apply to those individuals who are members solely of the EMS Division.
- b.) Because they may have a shortened time frame, and must complete the required training and probation test to gain full active member status, probationary members shall not fall under these requirements until June 1 following their approval by the Board as probationary members of the department.
- c.) The requirements do not apply to any inactive member.
- d.) Inactive members are defined as any member who has not been issued any form of personal protective equipment by the department.

#### Section 9 – Notification and Board Determinations

- a.) The chief of the department or their designee shall every three months of each 12 month period make available to all active members their cumulative points for the term, and of the percentage of emergency calls that they have responded to.
- b.) The chief of the department or their (his or her) designee shall notify the Board of any members who have failed to attain at least 50 points in the 12 month period, at which time the Board, at their discretion, will make the determination to maintain or drop insurance coverage for the member.
- c.) If the Board determines not to maintain insurance coverage for the member, the department will define the member on the membership roll as an inactive member, and said inactive member will not be allowed to respond to emergency calls, and must return any personal protective equipment, which is the property of the department.

#### Section 10 – Executive Firefighter Status

- a.) Must have served at least a minimum 20 years.
- b.) Can keep longevity.
- c.) Do not have a key or fob.
- d.) Can attend meetings.
- e.) Does not have any bunker gear.
- f.) Does not conduct truck inspections.
- g.) Cannot vote at meetings but may voice their opinions.
- h.) Can be on committees
- i.) Still have insurance in case of accidents while at fire department or at fire department functions.
- j.) Can drive trucks in non-emergency situations.

#### Section 11 – Point System

- a.) Corresponds with the department by-laws.

[Back to Top](#)



Economic Development  
Chamber • Main Street

April 28, 2015

Chief of Police  
City of Wayne  
306 Pearl St.  
PO Box 8  
Wayne, NE 68787

Dear Chief:

On behalf of the Chicken Show Committee, this letter is a request for three (3) separate street closures during the 35th Annual Chicken Show, Friday and Saturday, July 10 and 11, 2015.

On Friday, July 10 the Committee is requesting the closure of the following streets from 2:30 pm until 2 am for the Annual Henoween celebration: Main Street from 1<sup>st</sup> Street to the alley between 3<sup>rd</sup> & 4<sup>th</sup> Street; 2<sup>nd</sup> and 3<sup>rd</sup> Streets from the alley west of Main Street to the alley east of Main Street.

On Saturday, July 11, the Committee is requesting the closure of the following streets from 6:00 am until 5:00 pm, for the Annual Chicken Show celebration in Bressler Park: 10<sup>th</sup> Street from Lincoln Street to Douglas Street; Lincoln Street from 10<sup>th</sup> Street to 8<sup>th</sup> Street; and, Douglas Street from 8<sup>th</sup> Street to 10<sup>th</sup> Street. Intersections at 10<sup>th</sup> and Douglas and 10<sup>th</sup> and Lincoln Streets and 9<sup>th</sup> and Lincoln are requested to be closed.

Finally, the Committee is requesting the closure of the following streets on Saturday, July 11 for the Annual Chicken Show Parade from 9:00 am until 11:30 am (or until the end of the parade): Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street (including intersections) and 10<sup>th</sup> Street from Main Street to Lincoln Street. Lincoln Street from 10<sup>th</sup> Street to 7<sup>th</sup> Street will also be used for the parade.

We ask that all street closures be properly identified adequately prior to the street closing so that event set-up is not delayed. The committee suggests that signs be installed early Friday morning for downtown, and Friday evening for Bressler Park and the parade route on 10<sup>th</sup> and Lincoln Streets.

Additional events on Sunday, July 12, will not require street closure.

The Chicken Show Committee appreciates your assistance during this event. Please contact us at 402-375-2240 if you have any questions or concerns regarding these requests.

Sincerely,

A handwritten signature in cursive script that reads "Irene Fletcher".

Irene Fletcher  
Assistant Director

**RESOLUTION NO. 2015-53**

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

WHEREAS, the annual Wayne Henoween Celebration will be held on Main Street between the north side of the intersection from 1<sup>st</sup> Street to the south side of the intersection of 4<sup>th</sup> Street on July 10, 2015, from 2:30 p.m. to 2:00 a.m. (July 11, 2015), at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, the annual Wayne Chicken Show parade will be held on Main Street from 1<sup>st</sup> Street to 10<sup>th</sup> Street, including the intersections, on July 11, 2015, from 9:00 a.m. until 11:30 a.m., at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

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

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

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

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

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** May 5, 2015  
**TO:** Mayor Chamberlain  
Wayne City Council  
**FROM:** Wayne Planning Commission  
Joel Hansen, Staff Liaison



At their meeting held on May 4, 2015 the Wayne Planning Commission made a recommendation on the following public hearings; the result of those recommendations is as follows:

**Public Hearing: Use by Exception Request for Section 90-354(5) Public Educational Facility Located at 803 Providence Road; Applicant – Sunnyview Place LLC**

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 Sweetland and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council for the Use by Exception request under Section 90-354(5) Public Educational Facility, with the Trail Easement satisfying the condition required under Section 90-355(1), to operate a preschool located at 803 Providence Road, with the findings of fact being consistency with 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.

**Public Hearing: Opportunity Park Addition Plat; Applicant – City of Wayne**

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 Carstens and seconded by Commissioner Braun to approve and forward a recommendation of approval to the City Council for Opportunity Park Addition, 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.

**Public Hearing: Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-10 Definitions, to include "Stable" and "Livestock Arena"; Applicant – City of Wayne**

**NOTE:** Staff has reviewed the definitions and uses proposed by RDG as a part of matching the Comprehensive Plan and feel that the definition of "Stable" will adequately address both terms.

Mayor and City Council  
May 5, 2015  
Page Two

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 Sorenson and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-10 Definitions, to include "Stable", with the findings of fact being staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

**Public Hearing: Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-114 Exceptions of the A-1 Agricultural District, by adding (25) Stable and (26) Livestock Arena; Applicant – City of Wayne**

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 Sorenson and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-114 Exceptions of the A-1 Agricultural District by adding (25) Stable, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

**Public Hearing: Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-115 Conditions for Granting Exceptions of the A-1 Agricultural District, by adding (4) Stable and (5) Livestock Arena; Applicant – City of Wayne**

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 Sorenson and seconded by Commissioner Giese to approve and forward a recommendation of approval to the City Council amending the Wayne Municipal Code, Chapter 90 Zoning, Section 115 Conditions for Granting Exceptions of the A-1 Agricultural District, by adding (4) Stable, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

JJH:cb  
Attachment

**RESOLUTION NO. 2015-54**

**A RESOLUTION APPROVING THE APPLICATION OF SUNNYVIEW PLACE, LLC, FOR A ZONING USE BY EXCEPTION PERMIT TO ALLOW FOR A PRESCHOOL TO BE LOCATED AT 803 PROVIDENCE ROAD.**

WHEREAS, the Planning Commission has considered an application for a zoning use by exception permit submitted by Sunnyview Place, LLC, to allow for a preschool to be located at 803 Providence Road; and

WHEREAS, the Planning Commission, subsequent to a public hearing held on May 4, 2015, recommended approval of the use by exception permit request under Section 90-354(5) Public Educational Facility, with the Trail Easement satisfying the condition required under Section 90-355(1) to operate a preschool located at 803 Providence Road, subject to the following "Findings of Fact:"

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

WHEREAS, the City Council considered the aforesaid application to allow for a preschool at 803 Providence Road subsequent to a public hearing held on May 19, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Council accepts the recommendation of the Planning Commission and approves the application, subject to the above-stated "Findings of Fact."

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

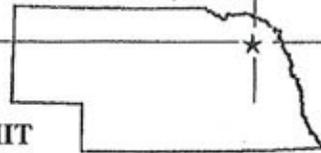
\_\_\_\_\_  
City Clerk

# City of Wayne

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

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

Incorporated - February 2, 1884



## REQUEST FOR USE BY EXCEPTION PERMIT

Applicant Sunnyview Place, LLC Date 3/23/15  
Address 823 Providence Rd.  
Section of Ordinance for Exception 90-355  
Reason for Use by Exception Public Educational Facility

Sunnyview Place, LLC.  
[Signature]  
Applicant's Signature

\*\*\*\*\*

### Municipal Code Section 90-833 Public Hearing by Planning Commission

(1) The Planning Commission shall hold public hearings upon all applications for exception use permits. Upon receipt of a complete application, the Zoning Administrator shall file a public notice in the legal newspaper of the city at least ten days prior to the Planning Commission's scheduled public hearing. Such notice shall fix the time and place for such hearing and contain a statement describing the request. A copy of such notice shall be mailed to each party in interest and to the Planning Commission.

(2) If such proposed request will affect specific property, it shall be designated by legal description and general street location; and in addition to such publication notice, written notice of such application shall be mailed to all owners of lands located within 300 feet of the area proposed to be altered and an opportunity granted to interested parties to be heard.

### Municipal Code Section 90-836 Expiration of Exception Use Permits

(1) Within one year of the approved, construction of the proposed site shall have commenced or the approval is void. However, the applicant may file a letter requesting an extension prior to the expiration of the approval to the Planning Commission or the Council, whichever granted the original permit. The Planning Commission or the Council shall review all requests for extensions. They may approve for a specified period up to 12 months or disapprove, indicating their reasons for such an action. The Planning Commission's or the Council's reasons for disapproval shall be forwarded to the applicant.

(2) After expiration, a new application is required if construction has not started and processed according to the provisions outlined in this chapter.

\*\*\*\*\*

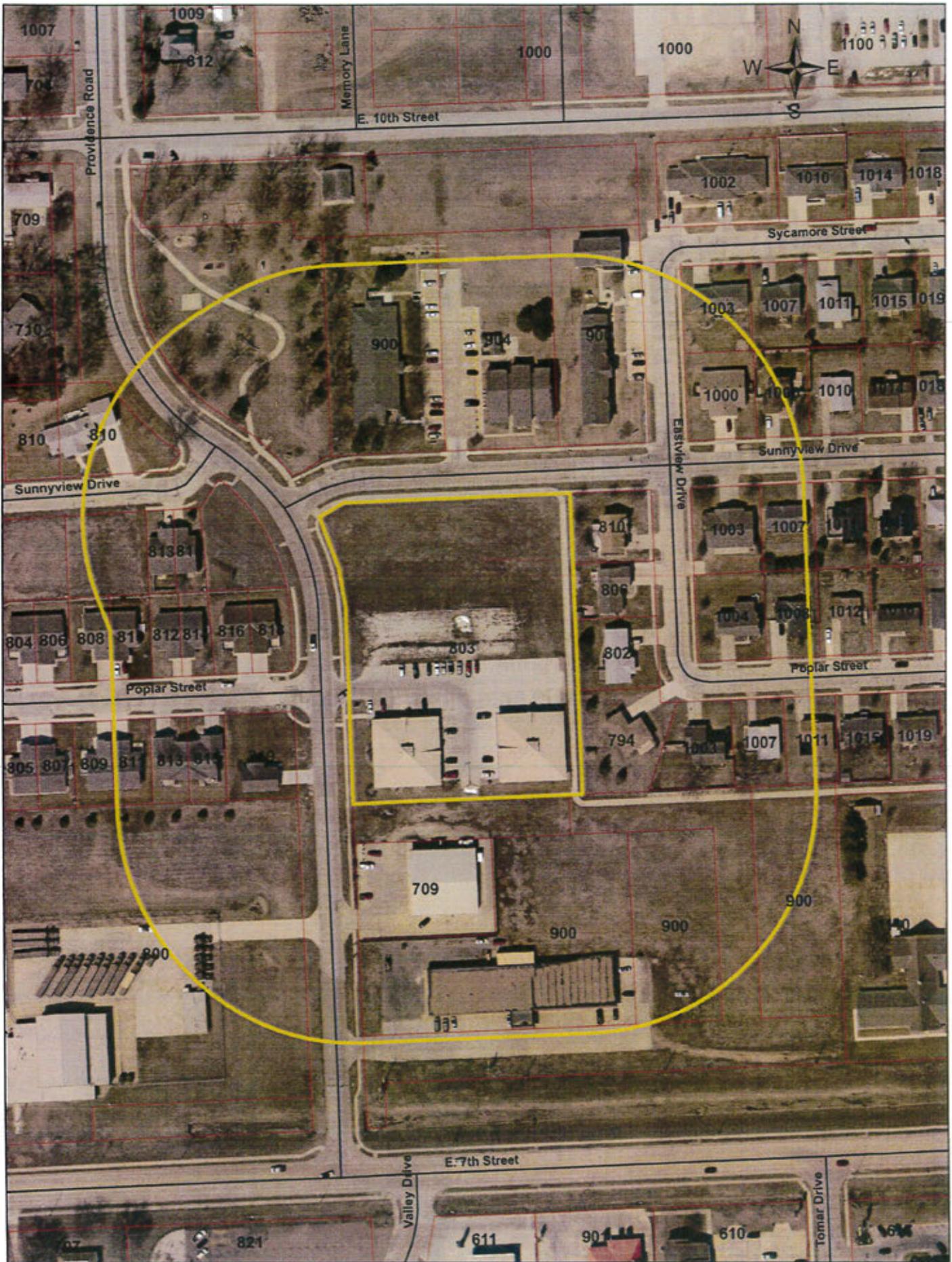
Date Use By Exception Request Approved/Denied by Planning Commission \_\_\_\_\_

Date Use By Exception Request Approved/Denied by City Council \_\_\_\_\_

Conditions Placed On Use By Exception (see attached sheet, if any)

Current Fee: \$200 per Hearing, Two Hearings Required (Planning Commission & City Council)





**RESOLUTION NO. 2015-55**

**A RESOLUTION APPROVING THE FINAL PLAT FOR OPPORTUNITY PARK ADDITION.**

WHEREAS, the Planning Commission, upon review of the Final Plat of Opportunity Park Addition, legally described as:

Legal Description:

A tract of land located in the South 1/2 of Section 8, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 8, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence S 87°51'41" W on an assumed bearing on the South line of said Southwest 1/4, 882.18 feet; thence N 02°08'19" W and perpendicular to said South line, 90.00 feet; thence N 03°10'39" E, 36.09 feet to a point on the North Right-of-Way line of Highway #35 and the Southeast corner of a tract of land surveyed by Bruce L. Gilmore, R.L.S. #96, dated September 13, 1976, said point being on the West Right-of-Way line of Industrial Drive and the Point of Beginning; thence N 03°10'39" E on the East line of said surveyed tract and the West Right-of-Way line of said Industrial Drive, 315.24 feet to a point on the South Right-of-Way line of Industrial Way; thence N 15°24'30" W, 145.65 feet; thence N 30°49'59" W on the West Right-of-Way of said Industrial Drive, 702.52 feet to a point on the South Right-of-Way line of the Abandoned Chicago & Northwestern Railway Company; thence N 59°08'07" E on said South Right-of-Way line, 1231.70 feet to a point on the center line of Logan Creek and a point of curvature; thence Southeasterly on a 157.00 foot radius curve to the left on said centerline, 63.43 feet, with a chord bearing of S 69°59'25" E, 63.00 feet to a point of curvature; thence Southeasterly on a 233.00 foot radius curve to the right on said centerline, 216.86 feet, with a chord bearing of S 55°22'50" E, 209.12 feet to a point of curvature; thence Southwesterly on a 160.00 foot radius curve to the right on said centerline, 148.74 feet, with a chord bearing of S 08°43'30" W, 143.44 feet to a point of curvature; thence S 27°37'47" W on said centerline, 250.00 feet; thence S 22°59'43" W on said centerline, 159.97 feet to a point of curvature; thence Southeasterly on a 124.00 foot radius curve to the left on said centerline, 207.70 feet, with a chord bearing of S 24°59'21" E, 184.25 feet to a point of curvature; thence Southeasterly on a 78.00 foot radius curve to the right on said centerline, 105.68 feet, with a chord bearing of S 35°42'17" E, 97.78 feet; thence S 03°06'16" W on said centerline, 90.62 feet to a point of curvature; thence Southwesterly on a 52.00 foot radius curve to the right on said centerline, 106.25 feet, with a chord bearing of S 61°38'14" W, 88.71 feet to a point of curvature; thence Westerly on a 75.00 foot radius curve to the left on said centerline, 89.09 feet, with a chord bearing of S 86°15'10" W, 83.95 feet to a point of curvature; thence Southwesterly on a 223.00 foot radius curve to the left on said centerline, 175.58 feet, with a chord bearing of S 29°48'11" W, 171.08 feet; thence S 07°11'00" W on said centerline, 188.00 feet; thence S 04°02'00" W on said centerline, 145.00 feet; thence S 07°59'22" W on said centerline, 158.80 feet to a point on said North Right-of-Way line of Highway #35; thence S 87°31'57" W on said North Right-of-Way line, 106.46 feet; thence S 88°12'32" W on said North Right-of-Way line, 428.28 feet to the Point of Beginning, containing 28.33 acres, more or less, to be hereafter known as Lot 1 and Lot 2 of Opportunity Park Addition, to the City of Wayne, Wayne County, Nebraska.

on May 4, 2015, recommended approval thereof, based upon the following "Findings of Fact":

- Staff's recommendation; and
- Consistency with 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 Opportunity Park Addition be approved subject to the recommendations of the Planning Commission and the foregoing "Findings of Fact."

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



### **Sec. 90-10. Definitions**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Stables:** Boarding, breeding or raising of horses, llamas, or other hooved animals which are not owned by the occupants of the premises; or for the purpose of riding animals included in this definition by members of the public other than the occupants of the premises or their nonpaying guests. Typical uses include boarding stables or public stables.

### **Sec. 90-114. Exceptions**

In accordance with article XI of this chapter, the following exceptions are allowed in an A-1 district:

#### **26. Stables**

### **Sec. 90-115. Conditions for granting exceptions**

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

#### **4. For Stables there shall be:**

- i) No more than 2 animals per acre allowed outside of an enclosed building at any given time with a maximum limit of 40 animals.
- ii) No structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure within 100 feet of any property line which borders the city limits, any R district, or any A district.
- iii) No structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure within 300 feet of a residential dwelling on another property when there are more than 15 animals associated with the use as a stable.

ORDINANCE NO. 2015-29

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

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

Section 1. The Planning Commission held a public hearing on March 2, 2015, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Finding of Fact" being staff's recommendation.

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

Sec. 90-10. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Stables: Boarding, breeding or raising of horses, llamas, or other hooved animals which are not owned by the occupants of the premises; or for the purpose of riding animals included in this definition by members of the public other than the occupants of the premises or their nonpaying guests. Typical uses include boarding stables or public stables.**

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2015-30**

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

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

Section 1. The Planning Commission held a public hearing on March 2, 2015, and recommended amending Section 90-114 Exceptions of the Wayne Municipal Code, with the "Finding of Fact" being staff's recommendation.

Section 2. That Chapter 90, Article III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-114 Exceptions of the Wayne Municipal Code is hereby amended as follows:

Section 90-114 Exceptions

(26) Stables

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

ORDINANCE NO. 2015-31

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

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

Section 1. The Planning Commission held a public hearing on March 2, 2015, and recommended amending Section 90-115 Conditions for Granting Exceptions of the Wayne Municipal Code, with the "Finding of Fact" being staff's recommendation.

Section 2. That Chapter 90, Article III. Agricultural Districts, Division 2. A-1 Agricultural District, Section 90-115 Conditions for Granting Exceptions of the Wayne Municipal Code is hereby amended as follows:

Sec. 90-115 Conditions for Granting Exceptions

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

- (1) Airport sites shall be so situated that the airport hazard area defined by the state department of aeronautics shall not include any existing obstruction regardless of public or private ownership of the airport.
- (2) Any use involving a business, service or process not completely enclosed in a structure, when located on a site abutting on or across a street or an alley from any residential district shall be screened by a solid fence or masonry wall or a compact growth of natural plant materials not less than six feet in height if the board of adjustment finds the use to be unsightly.
- (3) For First Class Animal Production there shall be no more than 999 animal units on any parcel, and any lagoon or confined feeding yard must be at least 1,000 feet from any residential dwelling located on another parcel.
- (4) For Stables, there shall be:**
  - i. No more than 2 animals per acre allowed outside of an enclosed building at any given time, with a maximum limit of 40 animals.**
  - ii. No structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure within 100 feet of any property line which borders the city limits, any R District, or any A District.**
  - iii. No structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure within 300 feet of a residential dwelling on another property when there are more than 15 animals associated with the use as a stable.**

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2015-32**

**AN ORDINANCE APPROVING THE VACATION OF AN ALLEY LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THE NORTH-SOUTH ALLEY ADJACENT TO THE EAST SIDE OF LOT 1, CARHART'S FIRST ADDITION, AND LYING BETWEEN LOT 2, CARHART'S FIRST ADDITION, AND LOT 3, WESTWOOD ADDITION, WAYNE, WAYNE COUNTY, NEBRASKA.**

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

Section 1. That the vacation of the north-south alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition, Wayne, Wayne County, Nebraska, is in the best interest of the City of Wayne.

Section 2. That the north-south alley adjacent to the east side of Lot 1, Carhart's First Addition, and lying between Lot 2, Carhart's First Addition, and Lot 3, Westwood Addition, Wayne, Wayne County, Nebraska, is hereby vacated

Section 3. That the City of Wayne, Nebraska, shall reserve in said alley all utility easements for installing and/or maintaining all utilities in the alley herein vacated.

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

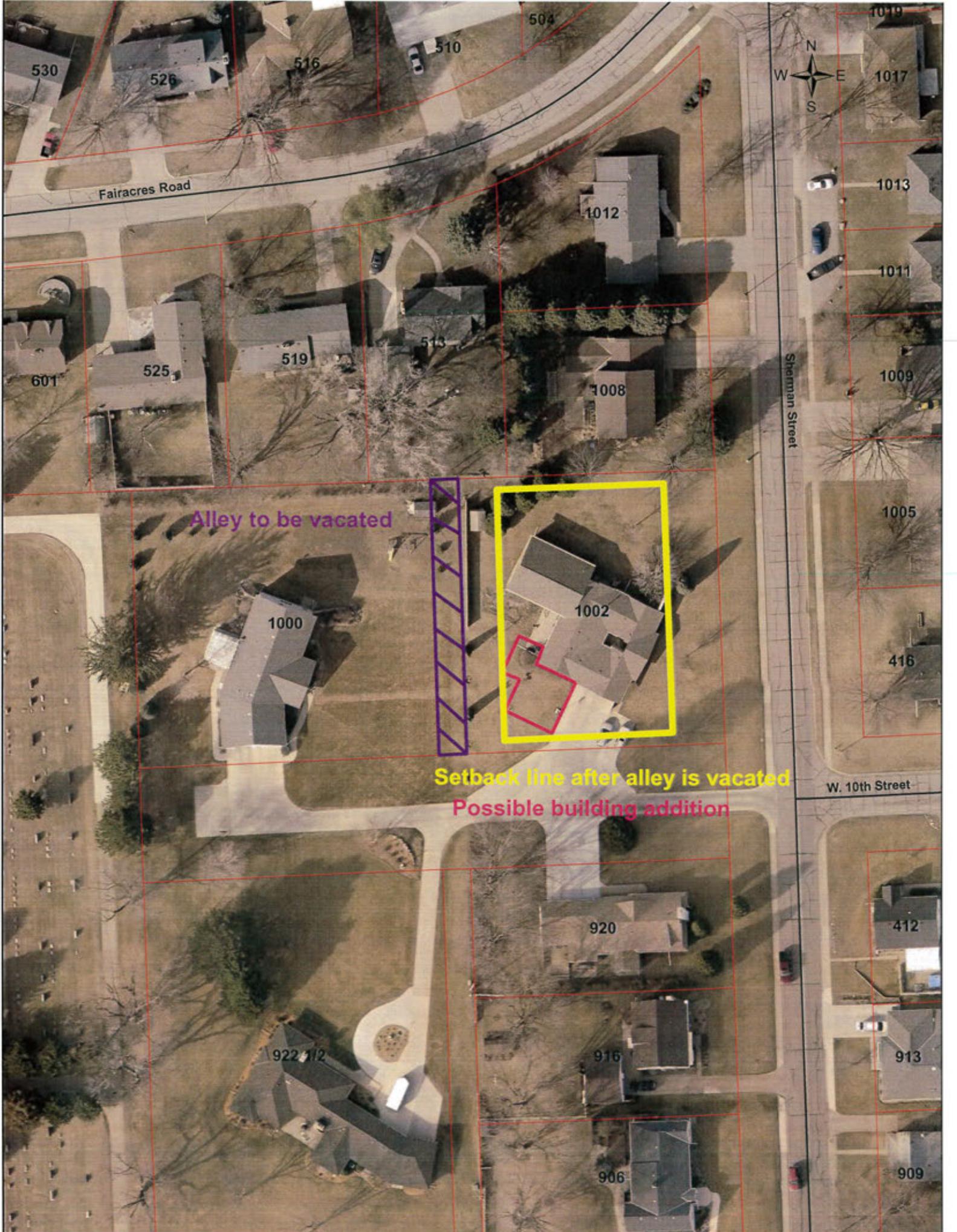
PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



Fairacres Road

Sherman Street

W. 10th Street

Alley to be vacated

Setback line after alley is vacated  
Possible building addition

530

526

516

510

504

1019

1017

1013

1011

1009

1005

416

412

913

909

1012

513

1008

601

525

519

1000

1002

920

922 1/2

916

906

[Back to Top](#)

# Mid States

## SCHOOL BUS INC.

*We Transport Your Future*

May 1<sup>st</sup>, 2015

RE: No Parking Sign Request

Dear Mayor Chamberlain and Members of Wayne City Council

I visited with both Jill Brodersen and Joel Hansen about changing a parking code on the West end of Lincoln Street between 1<sup>st</sup> and 2<sup>nd</sup> Street. They suggested writing a letter to the Mayor and City Council to see if a change can be made.

Mid States School Bus has 3 shop doors which are located on the West end of our building located at 216 West 1<sup>st</sup> Street. I have been with the company for almost 4 years and we are constantly dodging parked cars on Lincoln Street directly behind our shop doors. We have asked the owners of the vehicles to park on First Street so we can enter and back out of our shop. As of the date of this letter, they have not obliged our requests.

I am requesting to have a small area north of the stop sign located at 1<sup>st</sup> and Lincoln zoned as "No Parking from here to corner" or "No parking from 8:00 AM to 5:00 PM" for purposes of our buses being able to enter and leave our shop. Currently we have to have two people out there or we have to jockey back and forth so we don't hit the parked vehicle.

Under currently city code, there is no parking 15foot from the stop sign, all I am asking is that we remove approximately two parking stalls up to the parking pad for the Don and Shelly Preston house. I have enclosed two photos from Google Earth to show location of our building and where we would like the stalls to be no parking. How appropriate that there is a vehicle parked exactly where they park every day and the reason for this request.

Please take this under consideration and I would be more than happy to address the Mayor and Council at their next meeting.

Sincerely,

*Dean Carroll*  
*General Manager*

**Mid States**  
SCHOOL BUS INC.

Cell: 402-369-1302

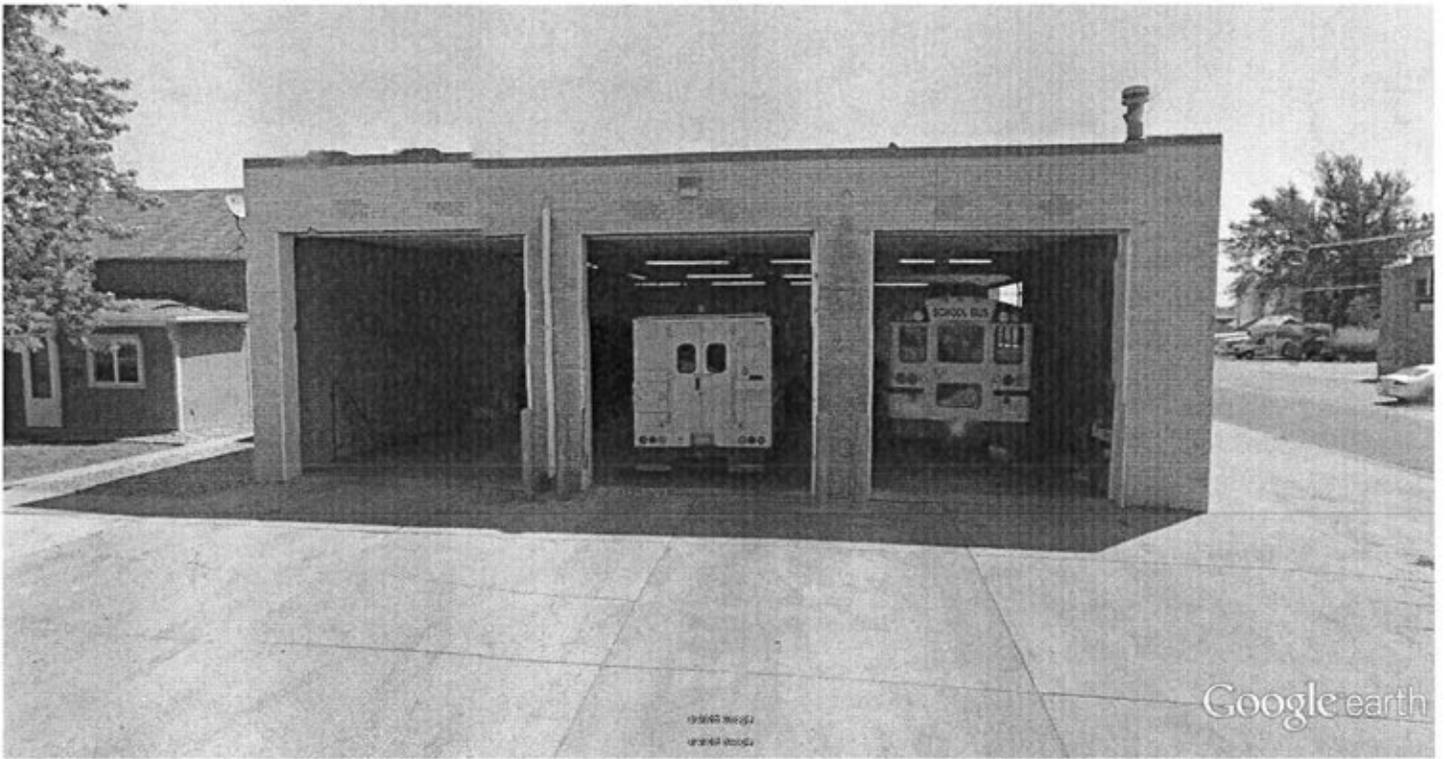
Office: 402-375-2887

Fax: 402-375-5310

216 W. 1st St. | Wayne, Ne 68787

[www.midstatesschoolbus.com](http://www.midstatesschoolbus.com)





Google earth





Google earth



**RESOLUTION NO. 2015-56**

**A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES TO COMPLETE THE NPDES PERMIT APPLICATION PROCESS FOR THE CITY'S WASTEWATER FACILITY.**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services to complete the NPDES Permit Application process for the City's wastewater facility; and

WHEREAS, a proposal has been requested and received from JEO Consulting Group, Inc., for said professional services; and

WHEREAS, the total fees for said services are as follows: \$1,000 – Hourly to a Max; and

WHEREAS, staff recommendation is to accept the proposal of JEO Consulting Group, Inc.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and JEO Consulting Group, Inc., for professional services to complete the NPDES Permit Application process for the City's wastewater facility, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the Agreement for said professional services on behalf of the City.

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



May 6, 2015

Lowell Johnson  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787-0008

RE: Wayne, Nebraska  
Wayne NPDES Permit Application  
JEO Project No. P150658

Dear Mr. Johnson:

The following is our understanding that the City of Wayne desires JEO Consulting Group, Inc. to provide for the City's NPDES Permit Application. This project generally consists of completing the Nebraska Department of Environmental Quality's NPDES Permit Application for the City's wastewater facility.

Scope: Study and report services provided shall be as needed to complete the NPDES Permit Application.

Fee: JEO's fees from the proposed services are outlined as follows:

**Permit Application:                    \$1,000.00    Hourly to a Max**

Estimated Hourly Fees for services shall be conducted on an hourly rate based on the standard hourly billing rates for JEO Consulting Group, Inc.

Payment: Payment is due 30 days of the Invoice date. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/Month).

Michael Schultes will be the Project Manager on this project and Roger Protzman will be the designated representative. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

City of Wayne  
May 6, 2015  
Page 2

Our firm appreciates the opportunity to work with the City of Wayne on this project. If you concur that our firm should provide these services for the project, we request that you please sign the copies attached and return one copy to us for our records. If any of this does not agree with your understanding of this project or you have any questions concerning the above, please contact us at your convenience.

Sincerely,



Michael E. Schultes PE  
Project Manager



Roger S. Protzman PE  
Senior Project Engineer

Encl.

Pc: Jeff Brady, City of Wayne

Accepted:

\_\_\_\_\_  
City of Wayne

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

**RESOLUTION NO. 2015-57**

**A RESOLUTION APPROVING AMENDMENT TO OWNER-ENGINEER AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ADDITIONAL SERVICES FOR THE "WAYNE STORM SHELTER/WATER LINE IMPROVEMENT PROJECTS."**

WHEREAS, the Wayne City Council previously approved an agreement on November 18, 2014, with JEO Consulting Group, Inc., for professional services for the "Wayne Storm Shelter/Water Line Improvement Projects;" and

WHEREAS, said agreement is being amended to include additional services to be performed by JEO Consulting Group, Inc., for \$10,000, a copy of which 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 Amendment to Owner-Engineer Agreement is hereby approved and made a part of the original agreement previously entered into with JEO Consulting Group, Inc., on November 18, 2014, for the Wayne Storm Shelter/Water Line Improvement Projects."

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**

**Amendment No.   1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement:   October 28, 2014
- b. Owner:   City of Wayne, Nebraska
- c. Engineer:   JEO Consulting Group, Inc.
- d. Project:   Storm Shelter & Water Main Improvements, Wayne, Nebraska

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:

**Project:** JEO to provide bidding and limited construction services for the storm shelter building.

**Bidding Services**

Taks 100 – Storm Shelter Bidding \$2,500.00 (Lump Sum)

**Construction Services**

Staking for Storm Shelter	\$800.00 (Hourly)
Architectural Shop Drawing Review	\$1,000.00 (Hourly)
Structural Shop Drawing Review	\$1,300.00 (Hourly)
Plumbing Shop Drawing Review	\$1,000.00 (Hourly)
Electrical Shop Drawing Review	\$700.00 (Hourly)
Pre-Construction Meeting	\$700.00 (Hourly)
Structural Inspection	\$1,300.00 (Hourly)
Review of Final Pay Application	\$700.00 (Hourly)

*Total Estimated Additional Amount* **\$10,000.00**

- b. The schedule for rendering services is modified as follows:

JEO Consulting Group will perform the services as needed during the construction schedule.

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ 47,340.00
- b. Net change for prior amendments: \$   0.00
- c. This amendment amount: \$ 10,000.00
- d. Adjusted Agreement amount: **\$ 57,340.00**

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 1, 2015.

OWNER:

ENGINEER:

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

By: Roger Protzman, P.E.

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

Title: Senior Project Engineer

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

Date Signed: April 24, 2015

October 28, 2014



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Mr. Lowell Johnson, City Administrator  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

RE: Wayne, NE  
Storm Shelter / Water Line Improvements  
JEO Project No. P140948

Dear Mr. Johnson:

We appreciate you providing JEO Consulting Group, Inc. with the opportunity to submit the following proposal for assisting with the storm shelter and water line improvements. We are excited to demonstrate to you why the JEO team is so highly respected in our industry and why we are the best choice for this assignment.

Currently, it is our understanding that the following services are desired for JEO Consulting Group, Inc. to provide.

Scope: Engineering services provided shall be as indicated in the Scope of Services included in Attachment A. JEO intends to provide plans and technical specifications for the proposed work. If our proposed scope is not consistent with your needs, please advise us and we will tailor our services appropriately to meet your needs and budget.

Fee: JEO's fees from the proposed services are outlined as follows:

**Task 100 – Storm Shelter**

Preliminary Design	\$ 9,600.00 (Lump Sum)
Final Design	<u>\$ 8,340.00 (Lump Sum)</u>
Subtotal	\$17,940.00

**Task 200 – Water Line Relocation**

Preliminary Design	\$ 9,700.00 (Lump Sum)
Final Design	\$ 4,500.00 (Lump Sum)
Bidding	\$ 4,000.00 (Lump Sum)
Construction Services	\$ 6,200.00 (Lump Sum)
Resident Project Representative	<u>\$ 5,000.00 (Hourly)</u>
Subtotal	\$29,400.00

Total Services **\$47,340.00**

Payment: Payment is due 30 days of the Invoice Date. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/Month).

Michael Schultes will be the Project Manager on this project and Roger Protzman will be the designated representative. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

City of Wayne  
October 28, 2014  
Page 2

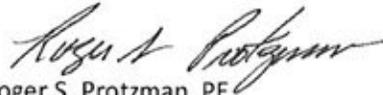
Our firm appreciates the opportunity to work with you on this project. If you concur that our firm should provide these services for the project, we request that you please sign each of the copies attached and return one copy to us for our records.

If any of this does not agree with your understanding of this project or you have any questions concerning the above, please contact us at your convenience.

Sincerely,



Michael E. Schultes, PE  
Project Manager



Roger S. Protzman, PE  
Senior Project Engineer

MES/RSP:skw  
Encl.

Accepted:

\_\_\_\_\_  
City of Wayne

\_\_\_\_\_  
Date



FEBRUARY 1, 2014  
JEO CONSULTING GROUP INC.  
CURRENT HOURLY RATE SCHEDULE RANGE

ACTUAL HOUR BASIS

Project Managers:	\$120.00 -	\$190.00
Project Engineers/Architects:	\$100.00 -	\$158.00
Project Engineers (E.I.):	\$75.00 -	\$110.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00 -	\$120.00
Office/Administrative:	\$76.00 -	\$100.00
Principals:	\$175.00 -	\$205.00

**NOTE:** Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement or \$50,000.00, whichever is greater.

## ATTACHMENT A

### SCOPE OF SERVICES

**Project Description:** **Task 100** – Develop plans for a public restroom / storm shelter (safe room) to be located in East Park. Plans to include plumbing, ventilation, electrical, and ADA elements. Exterior finishes are specifically excluded at Owner's request including siding and shingles. We understand the community of Wayne was awarded a federal grant for the development of a safe room designed and constructed to meet the guidelines specified by the Federal Emergency Management Agency (FEMA P-361 Design and Construction Guidance for Community Safe Rooms). We understand these guidelines have to meet and exceed the design criteria set forth in the International Code Council (ICC-500), Standard for the Design and Construction of Storm Shelters. Design is to accommodate 40 to 49 people. Each restroom will accommodate two individuals. This task is limited to design services only and bidding or construction services can be provided at standard hourly rates if requested in the future.

**Task 200** - Develop plans and specifications for water main improvements between 4<sup>th</sup> and 7<sup>th</sup> Streets along Walnut Street and along 4<sup>th</sup> Street from Nebraska Street to Dearbon Street. Services to include survey, design, bidding, construction services, staking, and part time resident project representative. Approximately 1600 feet of water main is anticipated to be relocated.

**General Phases for each Task are as follows:**

#### **Preliminary Design Phase**

- A. Attend Initiation/Kick-off Meeting with Owner (1 meeting). Meeting review to include:
  - a. Review the scope, schedule, and project requirements.
  - b. Collect additional information about the proposed improvements and to review the available data.
  - c. Review the proposed water alignment locations and discuss the amount of property acquisition/easements necessary if any. Owner to visit with landowner(s) to communicate the proposed property issues.
  - d. Engineer will also ask for any specific requirements or concerns from the Owner about the project.
  - e. Engineer and Owner to finalize sizing and facilities in restroom/storm shelter.
- B. Once Owner has provided confirmation to the Engineer of the proposed water main and storm shelter, and both Owner and Engineer are comfortable with the proposed locations, Engineer will schedule and conduct a topographic survey to compliment the survey data previously collected. Schedule utility location information and incorporate all marked utilities on the preliminary plans (sewer, gas, telephone, electrical, fiber optic). Surveyors also to locate right away lines when lot corners are present.
- C. Plot existing field data in AutoCAD.
- D. Prepare a 30% preliminary set of plans and conduct a plan-in-hand review in the field to confirm the proposed layout and survey information.
- E. Review alternatives for major construction materials and equipment.

- F. Prepare 70% preliminary plans and specifications. Plans and specifications to include:
  - a. General location maps.
  - b. Survey control sheets.
  - c. Water main plan and profile sheets with corresponding technical specifications.
  - d. Building floor plan and sections with structural details.
  - e. Electrical sheets including a new electrical service for the building.
  - f. Front end specifications complete with bidding, contract, and funding requirement documentation.
- G. Perform an internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- H. Present completed 70% preliminary design to Owner and review in detail with the Owner's designated representative(s). Review proposed equipment and preliminary opinion of cost. (1 meeting).

#### ***Final Design Phase***

- A. Revise plans and specifications based on the QA/QC comments and the 70% design meeting with the owner.
- B. Prepare 90% complete plans and specifications. Plans and specifications to include:
  - a. Revised and advanced plan sheets from the 70% complete set.
  - b. Insertion of design detail sheets.
  - c. Completion of the special provisions section of the specifications.
- C. Perform an internal quality assurance and quality control (QA/QC) review of the 90% complete plans and specifications.
- D. Revise the plans and specification in accordance with the review comments.
- E. Perform legal research necessary for the proposed property boundary survey and acquisition/easement descriptions. Write up to three (3) land acquisition legal descriptions to be provided to the City and/or City attorney to be used in the acquisition of land purchase or easements for the proposed improvements. Any additional descriptions for easements or other property acquisitions can be negotiated as needed.
- F. Finalize construction drawings and specifications subject to Owner's approval.
- G. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- H. Present completed final documents (Plans, Specifications, and Contract Documents) to Owner for review, approval, and review in detail by attending up to one (1) meeting with Owner, as necessary, to present Final Design Documents and Opinions of Cost.
- I. Complete the NDOR Right of Way permit for constructing utilities within the highway right of way. Owner to pay all permit fees.
- J. Submit final plans, specifications, and bid documents to the Nebraska Department of Environmental Quality for the construction permit.
- K. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

#### ***Bidding and Negotiation Phase***

- A. There will be one bid opening for the project.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Respond to inquiries from prospective bidders and prepare any addenda required.

- D. Assist the Owner in securing construction bids for the project.
- E. Assist the Owner at the bid opening.
- F. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- G. Prepare and submit necessary information to the Owner for project award approval. (1 meeting).
- H. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel.

***Construction Phase Services***

- A. Schedule and conduct a Pre-Construction Conference. Minutes of the Pre-Construction Conference will be provided to all participants by the Engineer.
- B. Provide construction staking of the proposed improvements. The proposed improvements will be staked one time, and will include line and grade for all main (100' or longer intervals) and line and grade of all manholes. Staking of all the proposed improvements will be completed during the same trip.
- C. Provide interpretation of plans and specifications.
- D. Review shop drawings and related data of the Contractor(s) and manufacturer(s).
- E. Provide Contract Administration for one (1) contract. Construction Administration includes preparing the Contract between the Owner and Contractor, facilitating obtaining the required signatures, insurance requirements, bonds, and Notice of Award and Notice to Proceed between the Contractor and Owner. All executed documents will be compiled and a copy provided to the Owner and to the Contractor for their records.
- F. Review Contractor's periodic (monthly) payment estimates and provide to Owner with recommendations. (No meetings).
- G. Consult with and advise the Owner or their representative during construction.
- H. Conduct a final inspection of the project with the Contractor's and Owner's Representative(s). A Punch List will be prepared following final inspection and presented to the Contractor for completion prior to final payment.
- I. Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). These recommendation(s) will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor(s) have completed their contracts in substantial compliance with the plans, specifications and contract documents.

***Meeting Included in the Scope of Services***

- A. Kick-off Meeting. (1 meeting)
- B. 70% Review Meeting with City's Designated Representative(s). (1 meeting)
- C. Present Final Plans to City Council for approval. (1 meeting)
- D. Present bid results to City Council for their review and approval. (1 meeting)

***Additional Services Not Included, But Could Be Negotiated If Needed.***

- A. Prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit permit applications to NDEQ for NPDES permitting requirements for the project if the project will disturb more than 1 acre of land.
- B. Floodplain, Corps 404, or any other permitting, not outlined in the scope of services.
- C. Provide an Operations and Maintenance manual.
- D. Generator design for building.
- E. SWPPP Administration and monitoring services during construction.
- F. Meetings not outlined in the scope of services.
- G. Any other item not outlined in the scope of services.

***Estimated Time Frame***

- A. Preliminary Design Phase – 30 calendar days from authorization to proceed.
- B. Final Design Phase – 30 calendar days following acceptance of preliminary design.
- C. Bidding & Negotiation Phase – 30 to 60 calendar days from approval by the City Council.

**RESOLUTION NO. 2015-58**

**A RESOLUTION APPROVING AGREEMENT WITH GILL HAULING FOR THE OPERATION OF THE WAYNE TRANSFER STATION.**

WHEREAS, the City sought Requests for Proposals for the operation of the Wayne Transfer Station; and

WHEREAS, the City received one proposal, that being from Gill Hauling of Jackson, NE; and

WHEREAS, staff has reviewed said proposal and is recommending the same be accepted, and has directed staff to prepare an agreement with the terms and conditions stipulated therein.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and Gill Hauling for the operation of the Wayne Transfer Station, a copy of which is attached hereto and incorporated herein by reference, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 19<sup>th</sup> day of May, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**CITY OF WAYNE TRANSFER STATION OPERATION AGREEMENT**

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

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

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

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

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

1. This Agreement will be effective as of the date of its execution by the parties hereto and remain in effect for a period of three (3) years unless terminated by either party as hereinafter set forth and renewable for an additional consecutive three (3) years upon agreement of both parties.
2. Operator agrees to pay a fee of one thousand dollars (\$1,000<sup>00</sup>) per month to the City for the use of the transfer station.
3. There shall be no separate legal or administrative entity created by this Agreement.
4. Operator shall operate the transfer station under the City of Wayne's Nebraska Department of Environmental Quality (NDEQ) Solid Waste Permit, and agrees to follow all requirements and conditions of said permit.
5. Operator will provide proof of liability insurance in the amount of one million dollars (\$1,000,000), with the City named as an insured and will pay the cost of the City insurance for the transfer station.
6. City will maintain and repair the grounds, equipment, and buildings of the transfer station
7. Operator agrees that it will use all reasonable efforts to keep the grounds and surrounding area free of litter.
8. Operator will pay all the utility costs associated with the operation of the transfer station under this Agreement.
9. Operator agrees to provide staffing and management to operate the transfer station as a facility for the collection of garbage and recyclable materials which shall be open to the public for a minimum of fifteen (15) hours per week and by appointment as determined by Operator.
10. Operator agrees to accept garbage from City buildings, parks, facilities, and special events, including, but not limited to, the annual Wayne Chicken Show and related activities at no cost to

the City. Operator also agrees to accept garbage from Wayne County road litter and the Wayne County Fair at no cost to the County.

11. Operator agrees to provide continued access and space for the local Boy Scout troop to operate their current recycling collection program.
12. Operator agrees to provide containers at the transfer station to collect co-mingled recycling, single stream recycling and metal scrap from the City and/or the public to be transported and/or sold by Operator, and agrees to provide access to and space within the transfer station. Operator agrees to post clear signage indicating what to recycle for each container, and provide flyers for public dissemination on what items are accepted at the Transfer Station for recycling.
13. Operator agrees to accept the following materials under the following conditions at the transfer station:
  - a. Tires will be accepted for a fee as determined by Operator to cover the disposal costs of said tires.
  - b. Waste oil will be accepted at no charge and then collected by Wayne County at no additional charge to Operator.
  - c. Refrigeration appliances will be accepted for a fee charged to the customer. Operator will drain the appliances of Freon and certify them as free of Freon.
14. Operator agrees to post for public viewing a schedule of any fees imposed on the collection of garbage or special materials brought to the Transfer Station for disposal. Operator will review the schedule yearly for updates and will provide a copy to the City when changed.
15. City will retain control and use of Lots 4 and 5, Original Town of Wayne, Nebraska.
16. Operator will report the following monthly to the City:
  - a. scale tickets for total tonnage of garbage collected at Wayne Transfer Station
  - b. scale tickets for total tonnage of all single stream recycling by item collected at Wayne and delivered to a recycling center
  - c. scale tickets for total tonnage of all mixed stream recycling collected at Wayne and delivered to a recycling center
  - d. scale tickets for total tonnage of steel scrap collected at Wayne and sold
  - e. scale tickets for recycled glass collected at Wayne
  - f. scale tickets for single baled cardboard collected at Wayne and sold
  - g. scale tickets or actual count of tires collected at Wayne Transfer Station
  - h. scale tickets for any other items that are regularly collected at Wayne Transfer Station.
  - i. a log of customer complaints and resolution

- j. identification of the proprietor or business where the above items are delivered to for disposal and/or recycling.
17. In the event that either party breaches any portion of this agreement, each party may pursue any remedies allowed by applicable law.
  18. This Agreement shall be binding upon and inure to the benefit of any and all successors, assigns, heirs, or their beneficiaries, of Operator.
  19. This Agreement shall be construed pursuant to the laws of the State of Nebraska.
  20. Any and all amendments, modifications or other changes to this Agreement shall be in writing, executed by the parties and attached to this Agreement.
  21. This Agreement may be terminated at any time as follows:
    - a. by either the City or Operator upon not less than thirty (30) days' prior written notice to the other party in the event that such other party has materially breached its obligations under this Agreement and has failed or refused to remedy such breach within thirty (30) days after written demand therefore is given by the aggrieved party to the other;
    - b. by either City or Operator upon written notice to the other party, effective immediately, in the event the other party shall become the subject (voluntarily or involuntarily) of any proceeding relating to bankruptcy or insolvency, or makes an assignment or other arrangement for the benefit of its creditors, or is dissolved or liquidated (except as a consequence of a merger, consolidation or other corporate reorganization not involving the insolvency of such dissolved or liquidated party);
    - c. by either party, for any reason, upon ninety (90) days written notice; or
    - d. at any time and for any reason by mutual agreement of the parties
  22. Operator, its successors and assigns, hereby agrees to save and hold harmless City and any of its employees or agents from all cost, injury and damage incurred by any of the above, and from any other injury or damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any provision of this agreement by City. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. This save harmless clause is not intended to indemnify against any cost or damage, or portion thereof, caused by City.
  23. All notices required or permitted hereunder shall be in writing and shall be deemed given when personally delivered or upon enclosure thereof in the adequately post-paid envelope, sent by first-class certified mail, to that party at the following address (or to such other address of which either party may advise the other in writing):

City of Wayne  
306 Pearl Street  
Wayne, NE 68787

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, the parties have hereunto executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Ken Chamberlain, Mayor

Attest: \_\_\_\_\_  
City Clerk

\_\_\_\_\_ Operator \_\_\_\_\_

By Dill Hauling Inc. By Bernie Hill Pres



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mills-Shellhammer-Puetz Assoc. PO Box 567 Sioux City IA 51102	CONTACT NAME: Dawn Draube	FAX (A/C, No.): 712-258-2184	
	PHONE (A/C, No, Ext): 712-258-2580	E-MAIL ADDRESS: info@mspinsurance.com	
INSURED GILLH-1 Gill Hauling Inc PO Box 128 Jackson NE 68743	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ALLIED GROUP		42579
	INSURER B : QBE INSURANCE CORPORATION		
	INSURER C : WESTCHESTER FIRE INS CO		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**                      **CERTIFICATE NUMBER: 659691904**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		ACPGLO716088311	3/1/2015	3/1/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACPBA71603088311	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ACPCAA7163088311	3/1/2015	3/1/2016	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	QWC4001037	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
C	Pollution Liability			G27584317001	3/27/2015	3/1/2016	Each Condition	1,000,000
							Aggregate	2,000,000
							Deductible	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Wayne to show as additional insured for work performed for them by Gill Hauling, Inc.

### CERTIFICATE HOLDER

### CANCELLATION

City of Wayne  
PO Box 8  
Wayne NE 68787

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

APPLICATION FOR PAYMENT NO. 2

To: City of Wayne, Nebraska
From: Robert Woehler & Sons Construction, Inc.
Contract For: 2014 Hillside Drive, Paving & Storm Sewer Improvements
ENGINEER's Project No. 131118 - 130788
For Work accomplished through the date of: May 11, 2015

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price (\$ 194,468.08), 2. Net change by Change Orders and Written Amendments (+ or -) (\$ (662.00)), 3. Current Contract Price (1 plus 2) (\$ 193,806.08), 4. Total completed and stored to date (\$ 191,856.26), 5. Percent of Project Completed (99%), 6. Retainage (per agreement) (10% of completed Work and Stored Materials: \$ 19,185.63), Total Retainage (\$ 19,185.63), 7. Total completed and stored to date less retainage (4 minus 6) (\$ 172,670.63), 8. Less previous Application for Payments (\$ 95,757.91), 9. DUE THIS APPLICATION (7 MINUS 8) (\$ 76,912.72)

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: Robert Woehler & Sons Construction, Inc.

By:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 5-18-15 JEO CONSULTING GROUP, INC.

By: [Signature]

APPLICATION APPROVED BY:

By:

Title:

Date:

ATTEST:

By:

Title:



**Robert Woehler & Sons Construction, Inc.**  
 123 Fairgrounds Ave.  
 Wayne NE 68787

Phone: 402-375-3744  
 Fax: 402-833-5363  
 Cell: 402-369-0049

**Pay App 2**

5/11/2015

**To: City of Wayne**  
 2014 Hillside Drive, paving and Storm Sewer Improvements  
 Wayne, NE  
 Engineer: JEO

Office:  
 Cell:  
 Fax:

<b>Group B - Paving Removals &amp; Grading</b>		<b>Bid</b>	<b>Installed</b>		
1	Mobilization	LS	1	1	\$9,000.00 \$9,000.00
2	Traffic Control	LS	1	1	\$4,000.00 \$4,000.00
3	Remove & Reset Sign	EA	9	9	\$200.00 \$1,800.00
4	Remove Sidewalk	SF	4143	4143	\$0.75 \$3,107.25
5	Remove Concrete Curb and Gutter	LF	218	221	\$7.50 \$1,657.50
6	Build 12" Subgrade Preparation	SY	182	182	\$10.00 \$1,820.00
7	Build 9" PCC Paving w/curb & Gutter	SY	182	182	\$70.00 \$12,740.00
8	Build 9" Concrete Curb & Gutter	LF	64	66	\$25.00 \$1,650.00
9	Build 8" Concrete Curb & Gutter	LF	68	69	\$24.00 \$1,656.00
10	Build 8" Subgrade Preparation	SF	6608	6839	\$0.75 \$5,129.25
11	Build 4" Concrete Sidewalk	SF	1132	1123	\$5.00 \$5,615.00
12	Build 5" PCC Trail	SF	5476	5716	\$5.50 \$31,438.00
13	Build Concrete Header	LF	32	26	\$10.00 \$260.00
14	Install Detectable Warning Panel (Revised Price CO #1)	SF	56	80	\$20.00 \$1,800.00
15	Install Sign Panel	SF	13.5	13.5	\$250.00 \$3,375.00
16	Install Sign Post	EA	6.0	6.0	\$150.00 \$900.00
17	Install Crosswalk Markings	SF	112	112	\$12.00 \$1,344.00

**Group "A" Paving Removals \$87,092.00**

<b>Group B Storm Sewer</b>					
1	Build 36" HDPE Storm Sewer	LF	786	771	\$57.54 \$44,363.34
2	Build 18" HDPE Storm sewer	LF	8	0	\$34.21 \$0.00
3	Build 15" HDPE Storm sewer	LF	37	0	\$31.67 \$0.00
4	Build 12" HDPE Storm sewer	LF	13	13	\$29.84 \$387.92
5	Build 36" RCP Storm Sewer	LF	47	47	\$78.00 \$3,666.00
6	15" HDPE FES	EA	1	0	\$400.00 \$0.00
7	Curb Inlet (Y=4')	EA	2	2	\$4,000.00 \$8,000.00
8	Area Inlet	EA	2	3	\$4,500.00 \$13,500.00
9	Storm Sewer Junction Box (<5')	EA	2	1	\$4,000.00 \$4,000.00

10	Storm Sewer Junction Box (>5')	EA	2	1	\$4,500.00	\$4,500.00
11	Remove Existing FES	EA	2	2	\$100.00	\$200.00
12	Concrete Collar	EA	2	2	\$250.00	\$500.00
13	Embankment (Borrow Established Quantity	CY	3100	3100	\$5.50	\$17,050.00
14	Remove and Replace Topsoil (6" Depth)	SY	4500	4500	\$0.75	\$3,375.00
15	Seeding	ACRE	1	1	\$2,250.00	\$2,250.00

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**Total Group "C" Water Main**      \$101,792.26

Base Bid      \$188,884.26

**Change Order**

A	Install Erosion Mat Supplied by City	SY		178	\$2.00	\$356.00
	Extra ADA ramp Repair on NW Hillside					
B	Remove Sidewalk 1st time	SF		178	\$0.75	\$133.50
C	Build 8" Subgrade Preparation 1st Time	SF		178	\$0.75	\$133.50
D	Build 5" PCC Trail 1st Time	SF		178	\$5.50	\$979.00
E	Remove Sidewalk 2nd time	SF		160	\$0.75	\$120.00
F	Build 8" Subgrade Preparation 2nd Time	SF		200	\$0.75	\$150.00
G	Build 5" PCC Trail 2ndTime	SF		200	\$5.50	\$1,100.00

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**Total**      \$191,856.26

\$0.00

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Pay App # 2      \$191,856.26

Less previous Payments      -\$95,575.91

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Pay App # 1      **\$96,280.35**

## FARM LEASE

This lease is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, between The City of Wayne, Nebraska, and Glen Johnson, Tenant, of Wayne, Wayne County, Nebraska.

1. Description of Property. The Owner hereby leases to the Tenant, to occupy and use for agricultural and related purposes, the following described property located in Wayne County, State of Nebraska:

All of the farm land located in a 100 wide tract of land in the Northeast Quarter of Section 4, Range 4 East of the Sixth PM, Wayne County Nebraska that is owned by the City of Wayne and was formerly the Chicago Northwester Rail Road right of way containing 7.5 acres of land more or less.

2. Term of Lease. The term of this lease shall be from the 1st day of March, 2015, until the tenant completes harvest of the 2015 crop or to the 1<sup>st</sup> day of December 2015, whichever is later.

3. Rental. For the occupancy and use of the Property, the Tenant agrees to pay the Owner annual rent computed at the rate of \$250 per acre for 3 acres, or total cash rent of \$750.00, with the first half of \$375 payable on June 1, 2015, and the second half in the amount of \$375, due on November 1, 2015.

The failure or delay of the Owner or Tenant to exercise any of their respective rights or privileges under this provision of the lease, or any other terms of this agreement, shall not be held a waiver of any of the terms, covenants or conditions of said instrument, nor of any of the respective rights or privileges of either party under the same. Any act of either the Owner or Tenant waiving, or which may be held to have waived, any specific default of the other party shall not be construed or held to be a waiver of any future default.

4. Operational Expenses. The Tenant shall furnish all labor, equipment and expenses for the operation of the farm, except as indicated below:

[NONE]

5. Tenant Agrees to the Following:

- a. Maintenance. He will maintain the Property during his tenancy in as good condition and repair as at the beginning, or as later improved, normal wear and depreciation from causes beyond the Tenant's control excepted.
- b. Operation. He will operate the farm in an efficient and husband-like manner, will do the plowing, seeding, cultivating and harvesting at the proper time and in the proper manner.
- c. Waterways, etc. He will keep in good repair any and all grass waterways, terraces,

open ditches, and inlets and outlets of tile drains.

- d. Waste. He will not commit waste on or damage to the Property and will use due care to prevent others from so doing.
  - e. Timber. No timber on the Property shall be used for any purpose without the prior written consent of the Owner. 2015.
  - f. Access. He will permit the Owner or its agent(s) to enter the Property at any reasonable time for repairs, improvements or inspection.
  - g. Possession. He will yield possession of the Property to the Owner at the expiration of this Lease without further notice.
  - h. Hunting or Trapping. He will not, nor will he permit anyone else to hunt or trap on the Property without the written consent of the Owner.
  - i. Assignment of Lease. He shall not assign this lease, either in whole or in part, nor sublet or mortgage the leasehold interest of Tenant, nor any part or parts thereof, without first obtaining, in each and every instance, the Owner's consent thereto in writing. No such assignment or subleasing shall relieve the Tenant from any of the Tenant's obligations contained in this Lease.
  - j. Liens. He will not permit any construction lien, crop lien, fertilizer lien, or any other lien or encumbrance to be placed upon real estate or any building or improvement thereon during the term hereof, and in the case of the filing of any such lien, will promptly pay the same unless Tenant elects to contest the validity or amount of the lien. If Tenant so elects, Tenant shall, within twenty (20) days of filing of the lien, notify Owner, in writing, and deposit with Owner, a sum of money equal to one and one half (1½) times the amount of the claimed lien to be held in escrow by Owner until said lien is released.
6. Owner Agrees to the Following:
- a. Taxes. It will pay all taxes on the Property.
  - b. Transfer of Property. If it should sell or otherwise transfer the Property, it will do so subject to the provisions of this Lease.
7. Tenant and Owner Mutually Agree to the Following:
- a. Time. Time is of the essence of this Lease.
  - b. Binding Effect. The terms of this Lease shall apply to the heirs, personal representatives, successors and assigns of both Owner and Tenant in like manner as to the original parties. However, in the event this Lease is for more than one year,

the heirs or personal representative of the deceased party shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

8. Default. All covenants and agreements contained in this Lease are declared to be conditions to this lease and to the term hereby demised to the Tenant. Should the Tenant default in the performance of any covenant, condition or agreement contained in this lease, the Owner may terminate this lease and reenter and regain possession of the Property in the manner then provided by the laws of unlawful detainer of the State of Nebraska then in effect.

9. Additional Agreements:

a. Indemnity; Insurance. Tenant shall hold harmless and indemnify Owner for any and all injury to persons or damage to property occurring on the Property during the term of this Lease, including, but not limited to, any injuries to persons or damage to property, farming equipment, or crops caused by any debris, litter, or other materials remaining on the Property from the storms and tornado that occurred on October 4, 2013. Tenant shall maintain liability insurance and shall provide proof of the same to the Owner upon Owner's request. Failure to maintain insurance shall constitute a breach of this Lease.

Dated this \_\_\_\_\_ day of May, 2015.

THE CITY OF WAYNE, NEBRASKA

TENANT

By \_\_\_\_\_  
Ken Chamberlain, Mayor

By \_\_\_\_\_  
Glen Johnson

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF WAYNE        )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of May, 2015, by Ken Chamberlain, Mayor, on behalf of the City of Wayne, Owner.

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF WAYNE        )

\_\_\_\_\_  
Notary Public

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Glen Johnson, Tenant.

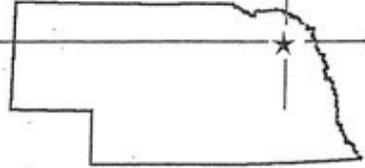
\_\_\_\_\_  
Notary Public

# City of Wayne

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

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

Incorporated - February 2, 1884



## REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Steve Connic Hall

Address: 326 S. main

Telephone No.: 402-375-3029 use cell  
402 518 0911

Date of Request: ASAP

Description of Requested Topic: Trail Signs

