

(Amended: 2/6/17)

**AGENDA  
CITY COUNCIL MEETING  
February 7, 2017**

1. [Approval of Minutes – January 17, 2017](#)
2. [Approval of Claims](#)

The City Council will be hearing public comments on the following agenda items: \_\_\_\_\_

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 Senior Center.

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:** Board of Health — Kim Schultz, Director of Operations/Emergency Response Coordinator at Northeast Nebraska Public Health Department  
**Library Board - Tony Carollo**
4. [Action on a proposal of the Wayne Senior Center staff to convert to in-house prepared meals beginning July 1, 2017](#)

**Background:** For a number of years we have seen the steady increase in contract costs of catered noon meals at the Senior Center and for the Meals-on-Wheels program. At the same time, we are seeing a slow decline in the number of regular meal participants. Our current cost per meal from Chartwells is \$5.65. Our total cost per meal, including staff and facilities, is about \$9.00 per meal. We order about 50 meals per day from Chartwells, and they are nutritious and high quality.

The “suggested donation” for people over 60 is \$4.75 for Senior Center meals and Meals-on-Wheels. Wayne receives a \$1.98 State subsidy per meal at the Senior Center and a \$.70 Federal subsidy. The meal cost for those under 60 is the fully loaded \$9.00 per meal. The Meals-on-Wheels State subsidy is \$2.57 per meal and the Federal subsidy is \$.70 per meal. About 75% of those eating at the center make the “suggested donation” for their meal. Many of those are comped meals for the volunteer kitchen workers. The shortfall in total revenues under total cost is covered by City and State subsidies.

If we raise the “suggested contribution” for a meal over \$5.00 for seniors, we believe we will lose participation. The State subsidy is based on daily meal counts of seniors.

Diane has been preparing the noon meals in-house each Monday with her labor and locally purchased food. The meals attract seniors and are produced at a significantly lower cost. The cost of the Wayne Senior Center meals is among the highest in the State and so are the City and State subsidies. Diane, Nancy and I have prepared a budget proposal to convert to all in-house meal preparation beginning July 1, 2017. Based on a year’s experience, the cost of food ingredients and supplies purchased in Wayne, plus the cost of 29 hours of additional part-time labor at \$16/hr per week will be at or below the cost of the catered meals.

Diane and the State Fire Marshal have determined no fire suppression equipment, building expansions, stand-alone food storage, or freezers are needed in this proposal. The Senior Center Board is ok with this, and Diane has negotiated \$6,500 worth of mostly used commercial kitchen equipment in the que ready to purchase and thinks that will do.

We have \$10,000 in the current budget to use for this. However, Diane and I want to hold off on the purchase of this equipment until next Wednesday to make sure we answer your questions or concerns. This change will come eventually. While Diane is here with restaurant and grocery store ownership experience and food preparation expertise, I believe this is the opportune time for us.

**Recommendation:** The recommendation of Diane Bertrand, Senior Center Coordinator, and Lowell Johnson, City Administrator, is to buy the equipment and advertise for a part-time cook.

5. [Presentation of FY15-16 Audit – Terry Galloway, Almquist, Maltzahn, Galloway & Luth, PC](#)
6. [Report to Council on LB840 Activity — Wes Blecke, Director of Wayne Area Economic Development](#)

**Background:** The LB840 Economic Development Plan that was approved by the voters requires this report to the City Council and the public every 6 months.

7. **Public Hearing:** [One and Six Year Street Improvement Program \(Advertised Time: 5:30 p.m.\)](#)

**Background:** We are required to have this plan in place to receive about \$450,000 in roads' funding annually from the State.

8. [Resolution 2017-5: Approving One and Six Year Street Improvement Program](#)

**Recommendation:** The recommendation of Joel Hansen, Street Superintendent, is to approve the One and Six Year Street Improvement Plan as presented. This Plan can be modified at this meeting.

9. **Public Hearing:** [To Consider the Planning Commission's Recommendation on the "Benscoter Addition Planned Unit Development Replat 3" \(Advertised Time: 5:30 p.m.\)](#)

**Background:** Rob Woodling is purchasing this property to build more Wayne Crown II rent-to-own homes and needs this replat to be done for the project.

10. [Resolution 2017-6: Approving the "Benscoter Addition Planned Unit Development Replat 3"](#)

**Background:** This project meets Council retreat goals and fulfills some of the need for workforce housing for local industries and the recommendations for new housing in the 2017 Wayne Comprehensive Housing Plan.

11. **Public Hearing:** Land Acquisition from Jason Schulz – North-South Alley and East-West Alley (Advertised Time: 5:30 p.m.)

**Background:** This purchase was verbally agreed upon by the City Council, but we have been waiting for the survey work to prepare the subdivision and the legal description for the purchase agreement.

12. [Resolution 2017-7: Approving the Acquisition of the North-South Alley and the East-West Alley \(\\$22,000\)](#)

**Recommendation:** This purchase divides the former elevator property by the depot on Main Street and creates city alleys through the former large parcel for future city use. The recommendation of Lowell Johnson, City Administrator, is to approve the purchase agreement.

13. [Action on Purchase Agreement between the City of Wayne and Jason and Vickie Schulz, Husband and Wife](#)

14. [Resolution 2017-8: Approving Proposal/Agreement from the Nebraska Municipal Power Pool for a Financial Plan and Cost of Service and Rate Design Study for Electric Rates — \\$10,185.00](#)

15. [Ordinance 2017-1: Authorizing the vacation of an alley located in the City of Wayne described as the north-south alley adjacent to Lots 1-12, Block 5, College Hill First Addition to the City of Wayne - Tom Jacobsen \(Second Reading\)](#)

16. [Ordinance 2017-2: Amending Wayne Municipal Code, Article VI. Snow Plow Alert, Sec. 78-282 Parking on City Streets \(Second Reading\)](#)

17. [Ordinance 2017-3: Adopting and Enacting a New Code for the City of Wayne, Nebraska](#)

**Background:** This officially adopts an updated version of the “Wayne City Code.” New State Statutes are passed each year that affect our code, and new council ordinances amend the code continually. This codifies the new city ordinances into paragraph form that can be searched and referenced in the codebook for future use. We have submitted individual sections of this recodification to you over the past six months, and you have approved the changes in each section. The final step is for you to adopt this new City Code by Ordinance so it can be enforced. Additional changes can be made at this meeting or any time in the future.

**Recommendation:** The recommendation of Betty McGuire, City Clerk, and Lowell Johnson, City Administrator, is to approve the final draft by Ordinance.

18. **Adjourn**

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Mayor

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

**MINUTES**  
**CITY COUNCIL MEETING**  
**January 17, 2017**

The Wayne City Council met in regular session at the Wayne Senior Center on Tuesday, January 17, 2017, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Rod Greve, Jennifer Sievers, Nick Muir, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Cale Giese and Jon Haase.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 5, 2017, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, whereas, the Clerk has prepared copies of the Minutes of the meeting of January 3, 2017, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ALTONA FINISHING INC., SE, 6372.08; ALVAREZ, ROSA, RE, 168.58; AMERICAN BROADBAND, SE, 900.00; AMERITAS, SE, 81.91; AMERITAS, SE, 72.00; AMERITAS, SE, 2956.08; AMERITAS, SE, 131.51; APPEARA, SE, 69.67; AWWA, FE, 300.00; BAKER & TAYLOR BOOKS, SU, 513.73; BARCO MUN PRODUCTS, SU, 3200.00; BENSCOTER INC, RE, 250.00; BLUE CROSS BLUE SHIELD, SE, 34279.40; BRUHA, ALEXIS, RE, 54.13; BUDERUS, PATRICK, RE, 138.40; CALE, MIKAELA, RE, 153.89; CERTIFIED TESTING SERVICES, SE, 270.00; CHARTWELLS, SE, 4282.70; CITY EMPLOYEE, RE, 215.10; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 252.71; CITY EMPLOYEE, RE, 93.42; CITY EMPLOYEE, RE, 293.56; CITY OF WAYNE, PY, 71083.78; CLASSEN, ELYSSA, RE, 135.05; COMMUNITY HEALTH, RE, 3.00; CONTINENTAL FIRE SPRINKLER CO, SE, 215.00; COPY WRITE, SE, 200.41; CORNERSTONE LLC, RE, 250.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 71.16; DAVE'S DRY CLEANING, SE, 30.00; DEARBORN NATIONAL LIFE, SE, 2156.21; DEMCO,

SU, 244.44; DUTTON-LAINSON, SU, 347.76; ECHO GROUP, SU, 20.32; FIRST UNITED METHODIST CHURCH, RE, 2762.50; FLOOR MAINTENANCE, SU, 45.91; FREDRICK BRUNO, RE, 55.00; FREDRICKSON OIL, SE, 14.00; GARCIA, ALFREDO, RE, 50.58; GERHOLD CONCRETE, SU, 11.87; GROENKE, MCKENZIE, RE, 11.53; GROSSENBURG IMPLEMENT, SU, 1.42; HARPHAM, COLE, RE, 31.37; HAUFF MID-AMERICAN SPORTS, SU, 1325.00; HEIKES AUTOMOTIVE, SE, 467.43; HEINE, ASHLEY, RE, 300.00; HERMAN, KELBY, RE, 100.00; HOMETOWN LEASING, SE, 412.86; HTM SALES, SU, 6081.54; ICMA, SE, 8344.35; INGRAM BOOK CO, SU, 333.84; IRS, TX, 12204.69; IRS, TX, 2936.42; IRS, TX, 12555.42; JANKE, PAYTON, RE, 95.03; JOHNSON, ZACK, RE, 180.38; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KATHY BOUREK, RE, 500.00; KELLY SUPPLY COMPANY, SU, 139.44; KEPCO ENGRAVING, SU, 27.82; KRIZ-DAVIS, SU, 240.75; KRUSE, JOSHUA, RE, 129.43; KTCH, SE, 644.00; LARSEN, JONATHAN, RE, 300.00; LAWSON PRODUCTS, SU, 398.71; LEE, MARISSA, RE, 150.82; LEE, QUINNEKA, RE, 18.83; LUTT OIL, SU, 3563.81; MARCO INC, SE, 180.64; MATHESON-LINWELD, SU, 18.60; MCLAURY ENGINEER, SE, 8155.00; MESSERSCHMIDT, RYAN, RE, 300.00; MEYER, HANNAH, RE, 208.31; MIDWEST LABORATORIES, SE, 161.50; MIKE WURDEMAN, RE, 100.00; MSC INDUSTRIAL, SU, 302.56; NE CODE OFFICIAL ASSOCIATION, FE, 130.00; NE CODE OFFICIAL ASSOCIATION, FE, 115.00; NE DEPT OF REVENUE, TX, 102.46; NE DEPT OF REVENUE, TX, 4004.77; NE SAFETY COUNCIL, SE, 9.73; NUSS, CHRIS, RE, 113.64; OLVERA, JESUS, RE, 0.80; O'REILLY AUTOMOTIVE STORES, SU, 5.69; PAC N SAVE, SU, 38.39; PAC N SAVE, SU, 347.48; PAUL, COURTNEY, RE, 96.52; PENALOZA, GABRIELA, RE, 41.91; PENGUIN RANDOM HOUSE, SU, 216.75; PITNEY BOWES, SE, 253.85; POSTMASTER, FE, 138.00; QUALITY FOOD, SU, 175.64; QUALITY FOOD, SU, 33.31; QUILL, SU, 57.95; RADER, KAILEY, RE, 190.36; RESCO, SU, 432.82; ROBERT WOHLER & SONS, SE, 647.50; ROEBER, FAYEMARIE, RE, 49.84; ROSBERG, LEANNA, RE, 139.15; RUBENDALL, RANDY, RE, 54.30; SHARP CONSTRUCTION, RE, 250.00; SHOPKO, SU, 176.55; SPARKLING KLEAN, SE, 3623.73; STATE NEBRASKA BANK-PETTY CASH, RE, 107.08; SYLVIA RUHL, RE, 150.00; TATUM, RYLEE, RE, 132.14; THE DIAMOND CENTER/FLOWERS & WINE, SU, 6.90; TRI AIR TESTING, SE, 495.00; TYLER TECHNOLOGIES, SE, 2770.44; UNITED WAY, RE, 5.00; VIAERO, SE, 132.19; WAYNE AREA CHAMBER OF COMMERCE, FE, 250.00; WAYNE COUNTY CLERK, SE, 88.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE COUNTY TREASURER, SE, 1383.20; WEBER, JENNA, RE, 83.42; WESCO, SU, 693.36; WAPA, SE, 29959.21; WIETFELD, KALE, RE, 23.57; WISNER WEST, SU, 90.02; WORTMANN, MARIA, RE, 86.86; Y & Y LAWN SERVICE, SE, 380.00; ZACH HEATING & COOLING, SU, 57.00; ABERNETHY, SANDRA, RE, 15.59; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 3953.75; ALL-AMERICAN PUBLISHING, SE, 274.00; BOARD OF EXAMINERS – COUNTY, FE, 10.00; BRODERSON, JILL, SE, 59.75; CARHART LUMBER CO, SU, 597.78; DROST, MAKENZIE, RE, 301.06; DUTTON-LAINSON, SU, 3410.31; ECHO GROUP, SU, 236.63; EZRA BRODERSON, SE, 300.00; HTM SALES, SU, 517.80; JOHN'S WELDING AND TOOL, SE, 69.00; KIRKPATRICK, KATIE, RE, 214.62; KL, LLC, RE, 165.00; KRIZ-DAVIS, SU, 172.35; LAWSON PRODUCTS, SU, 448.26; LAYNE CHRISTENSEN, SU, 16137.16; MARATHON PRESS, SU, 1573.12; MILLER LAW, SE, 5416.67; NNEDD, SE, 70000.00; NE EXPRESSWAYS, RE, 883.44; NE PLANNING & ZONING ASSOC, FE, 40.00; NNPPD, SE, 365.46; PROPERTY EXCHANGE PARTNERS, RE, 500.00; RIBEIRO, NATALIE, RE, 11.91; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1244.00; STADIUM SPORTING GOODS, SU, 159.00; STAPLES ADVANTAGE, SU, 91.20; STATE NEBRASKA BANK & TRUST, FE, 40.00; WAED, SE, 7216.66; WAYNE AUTO PARTS, SU, 921.74; WAYNE HERALD, SE, 652.00; WAYNE HERALD, SE, 592.43; WAYNE HERALD, SE, 187.50

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent and Councilmember Brodersen who abstained, 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 Wayne Senior Center 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.

Phil Monahan, Fire Chief, was present to request Council consideration to approving the Wayne Volunteer Fire Department Application for Membership of Don Johnson.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, approving the Wayne Volunteer Fire Department Application for Membership of Don Johnson. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2016-17, and moved for approval of the third and final reading thereof; Councilmember Brodersen seconded.

#### ORDINANCE NO. 2016-17

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE UTILITY EASEMENTS ON PROPERTY LOCATED IN THE KARDELL INDUSTRIAL PARK NO. 2 SUBDIVISION, AND IN THE 2<sup>ND</sup> REPLAT OF TOMPKINS INDUSTRIAL TRACT #1 SUBDIVISION.

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

Councilmember Sievers introduced Ordinance 2016-18, and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2016-18

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 14 ANIMALS, ARTICLE I IN GENERAL, SECTION 14-7 BANNED FROM CITY; TO REPEAL CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

The following Ordinance relates to a request from Tom Jacobsen to vacate the north-south alley adjacent to Lots 1 through 12, Block 5, College Hill First Addition to the City of Wayne, Wayne County, Nebraska. He wants to put in a parking lot to serve his apartments in the area. This alley is not used. The City has a water main running down this alley and will reserve a utility easement for future use.

Councilmember Sievers introduced Ordinance 2017-1, and moved for approval thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2017-1

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 LOTS 1-12, BLOCK 5, COLLEGE HILL FIRST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

The following ordinance will amend the Wayne Municipal Code, Article VI Snow Plow Alert, Section 78-282 Parking on City Streets. The wording of the current code is confusing, contradictory, and not needed. The amendment would read as follows:

**Sec. 78-282. PARKING ON CITY STREETS**

(a) Whenever the City Administrator or designate finds, on the basis of falling snow, sleet or freezing rain, or on the basis of a forecast by a weather service, of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic will be expedited and that parking on city streets be prohibited or restricted for snow plowing and other purposes, the City Administrator or designate shall put into effect a parking prohibition on all city streets as necessary by declaring a snow plow alert or weather emergency.

~~(b) Notwithstanding the provisions of subsection (a) of this section, a parking prohibition shall automatically go into effect on any part of any city street until terminated pursuant to section 78-285, upon which there has been an accumulation of snow and ice of three inches or more for one hour or more between the hours of 7 am and 10 pm of any day.~~

(c) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the City Administrator or designate in accordance with this chapter. ~~except any street area which has become substantially clear of snow and ice from curb to curb for the length of the entire block shall be automatically excluded from this prohibition.~~ While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a city street to which it applies. This prohibition shall remain in effect for the duration of the storm and/or until removed.

Councilmember Sievers introduced Ordinance 2017-2, and moved for approval thereof;  
Councilmember Muir seconded.

#### ORDINANCE NO. 2017-2

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE VI. SNOW PLOW ALERT BY AMENDING SECTION 78-282 PARKING ON CITY STREETS.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent and Councilmember Eischeid who voted Nay, the Mayor declared the motion failed. The second reading will take place at the next meeting.

Tim Sutton, Electric Line Supervisor, was present to review the bids received on the “Electric Distribution Project — Furnishing Electric Materials for the West Inner and East Inner Conversion Project.” Bids were received and reviewed by the project engineer. Their recommendations regarding the awards were as follows:

**Proposal No. 1 – Primary Power Cable:**

<u>Bidder</u>	<u>Amount</u>
Wesco Sioux City, IA 51101	\$150,360.00

**Proposal No. 2 – Padmount Switches:**

<u>Bidder</u>	<u>Amount</u>
Kriz-Davis Co Fremont, NE 68025	\$ 82,047.00

**Proposal No. 3 – Three Phase (30) Padmount Distribution Transformers:**

<u>Bidder</u>	<u>Amount</u>
Resco Ankeny, IA 50021	\$ 16,780.00

**Proposal No. 4 – Single Phase (10) Padmount Distribution Transformers :**

<u>Bidder</u>	<u>Amount</u>
Resco Ankeny, IA 50021	\$ 61,260.00

Councilmember Sievers introduced Resolution No. 2017-2 and moved for its approval; Councilmember Greve seconded the motion.

RESOLUTION NO. 2017-2

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “ELECTRIC DISTRIBUTION PROJECT — FURNISHING ELECTRIC MATERIALS FOR THE WEST INNER AND EAST INNER CONVERSION PROJECT.”

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

Administrator Johnson stated one bid was received on the “City Hall Carpet Replacement Project.” The said bid was submitted by PCF, LLC, for \$7,987.00. The bid specs were sent to three local vendors.

Councilmember Eischeid question the need for a higher priced carpet than what was selected for the Community Activity Center.

Councilmember Brodersen stated when she chose this particular carpet for the billing office, she chose a little higher quality. The price difference is about \$500 more to have a nicer carpet. In addition, she noted that the carpet in the entryway was added onto this office remodel, as well as a few other upgrades/repairs to the building.

Councilmember Greve introduced Resolution No. 2017-3 and moved for its approval; Councilmember Brodersen seconded the motion.

RESOLUTION NO. 2017-3

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "CITY HALL CARPET REPLACEMENT PROJECT."

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent, and Councilmember Eischeid who voted Nay, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would formally accept the CDBG No. 16-CD-008, which will reserve \$26,400 for Wayne to use for a planning grant that would prepare a long-term plan for public and private improvements in eligible residential areas of Wayne. The final plan would make Wayne eligible for \$750,000 in future grants for neighborhood improvement projects in eligible residential areas of Wayne.

Councilmember Muir introduced Resolution No. 2017-4 and moved for its approval; Councilmember Greve seconded the motion.

RESOLUTION NO. 2017-4

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO REQUEST COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

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

Administrator Johnson stated the planning grant above requires the community to "leverage" the grant funds with a local improvement project to assist qualified homeowners.

The minimum value required for the leverage is \$12,600. The leverage letter, if approved, will exceed the required amount and establish a trial loan program to finance and install energy saving home improvements that will use the savings in energy costs to repay the loans through the residential utility bill.

Councilmember Muir made a motion, which was seconded by Councilmember Brodersen, approving the "Leverage Letter." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to the following appointments to the LB840 Loan Committee: Galen Wiser (retired banker), Angie Fredrickson (Director of Finance at Wayne State College), and Jim Frank (Director at Providence Medical Center and CPA).

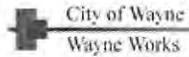
Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Galen Wiser, Angie Fredrickson, and Jim Frank to the LB840 Loan Committee. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent, the Mayor declared the motion carried.

Mayor Chamberlain stated he has received Administrator Johnson's letter of intent to retire July 31, 2017. He will begin to put together a search committee and will take input and recommendations from the Council.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to begin advertising for the position of City Administrator. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese and Haase who were absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being

all Yeas, with the exception of Councilmembers Giese and Haase who were absent, the Mayor declared the motion carried and the meeting adjourned at 6:17 p.m.



Vendor	Payable Description	Payment Total
AMAZON.COM, LLC	DVD'S	288.32
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES	2,469.20
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,339.44
AMERITAS LIFE INSURANCE	POLICE RETIREMENT PERCENT	102.34
AMERITAS LIFE INSURANCE	AMERITAS ROTH	68.07
AMERITAS LIFE INSURANCE	POLICE RETIREMENT PERCENT	100.86
AMERITAS LIFE INSURANCE	POLICE RETIREMENT EMPLOYEE DONATION	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,506.66
AMERITAS LIFE INSURANCE	POLICE RETIREMENT EMPLOYEE DONATION	72.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	55.33
APPEARA	LINEN & MAT SERVICE	339.37
ARBOR DAY FOUNDATION	MEMBERSHIP DUES	100.00
AWWA	MEMBERSHIP DUES-J BRADY	300.00
BINSWANGER GLASS	BACK DOOR GLASS REPAIR	586.93
BLACK HILLS ENERGY	GAS BILLS	1,702.86
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	40,082.53
C. H. GUERNSEY & COMPANY	POWER AND TRANSMISSION SERVICES	10,195.09
CENTURYLINK	644-0103 TELEPHONE CHARGES	415.81
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	562.63
CITY EMPLOYEE	VISION REIMBURSEMENT	207.71
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,310.70
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	93.42
CITY EMPLOYEE	VISION REIMBURSEMENT	247.70
CITY EMPLOYEE	VISION REIMBURSEMENT	139.25
CITY EMPLOYEE	VISION REIMBURSEMENT	769.23
CITY EMPLOYEE	TELEPHONE CHARGES	445.52
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	307.30
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	357.34
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	476.08
CITY OF WAYNE	PAYROLL	67,496.23
CITY OF WAYNE	PAYROLL	66,729.66
COLABELLO, JACQUIN	UTILITY REFUND	21.05
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
DANIEL GESY	BUILDING PERMIT DEPOSIT REFUND	250.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DAVID DREDGE	ENERGY INCENTIVE	500.00
DAVID ROMANS	BUILDING PERMIT DEPOSIT REFUND	100.00
DE LAGE LANDEN FINANCIAL	SENIOR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	106.64
DEMCO INC	JACKET COVERS/TOTE BAGS/STICKY NOTES	102.13
DGR & ASSOCIATES CO	WEST/EAST INNER CONVERSION	16,807.20

Vendor	Payable Description	Payment Total
DUTTON-LAINSON COMPANY	WIRE HOLDERS	536.77
ECHO GROUP INC JESCO	CITY HALL REMODEL SUPPLIES	495.57
EDSTROM, DANIEL	UTILITY REFUND	121.13
ELECTRONIC ENGINEERING CO	ADJUST TONE	142.50
EMBASSY SUITE	LODING - PUBLIC WORK CONFERENCE	974.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,848.44
FLOOR MAINTENANCE	BOWLS/NAPKINS/FOIL/PAPER TOWELS	425.96
FOUTCH, HALEY	UTILITY REFUND	84.38
GALE GROUP	BOOKS	50.03
GENO'S STEAKHOUSE	APPRECIATION DINNER	2,269.35
GOVERNMENTAL ACCOUNTING	SUBSCRIPTION RENEWAL	252.00
GROSSENBURG IMPLEMENT INC	HOSE/FITTINGS/FILTERS/SPARK PLUGS/SOCKET	243.25
H.K. SCHOLZ COMPANY	GENERATOR ON-LINE REPAIR	975.00
HAUFF MID-AMERICAN SPORTS	MAT TAPE	76.00
HAWKINS, INC	FLUORIDE FOR WELLS/ZETAG	1,565.56
HOLIDAY INN EXPRESS-KEARNEY	LODGING-J HANSEN	182.00
HOLIDAY INN OF KEARNEY	AVIATION SYMPOSIUM -LODGING	379.80
HOMETOWN LEASING	COPIER LEASE	412.86
HORIZON CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	100.00
HR DIRECT	POSTER GUARD	749.90
HTM SALES INC	PUMP SEAL LEAKS	821.50
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	8,791.31
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	8,828.55
IRS	MEDICARE WITHHOLDING	2,781.56
IRS	FICA WITHHOLDING	11,968.58
IRS	FEDERAL WITHHOLDING	10,781.27
IRS	MEDICARE WITHHOLDING	2,799.18
IRS	FEDERAL WITHHOLDING	11,127.47
IRS	FICA WITHHOLDING	11,893.66
JEO CONSULTING GROUP	AQUATIC CENTER/SLUDGE REMOVAL/SYSTEM CAPACITY	17,190.25
JERRY F & LINDA K DORCEY	TEMPORARY CONSTRUCTION EASEMENT	1,000.00
JOHN'S WELDING AND TOOL LLC	PARTS FOR DUMP TRUCK	4.93
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KRIZ-DAVIS COMPANY	VINYL TAPE/CONNECTORS/LIGHT BULBS	654.63
LAQUINTA INNS & SUITES	LODGING-SNOWBALL CONFERENCE	388.00
LAWSON PRODUCTS, INC	NUT & BOLT LOOSENER	134.59
LAYNE CHRISTENSEN CO	WELL 10 REPAIRS	16,151.52
LOWER ELKHORN NRD	200 TREE SEEDLINGS	176.00
MAIN STREET AUTO CARE	TOWING	200.00
MATT SALTZMAN	SNOW PLOW HARNESS	250.00
MAXIMUM SOLUTIONS, INC.	MEMBERSHIP CARDS	465.00
MIDWEST PARTITIONS	UTILITY REFUND	90.30
MIDWEST SERVICE & SALES	SNOW PLOW BLADES	824.80
MILLER LAW	ATTORNEY FEES	4,726.74
MINDY HAASE	APPRECIATION DINNER DESSERTS	396.00

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Page 2 of 4

Vendor	Payable Description	Payment Total
N.E. NEB ECONOMIC DEV DIST	WRLF SERVICES	723.81
NE DEPT OF REVENUE	STATE WITHHOLDING	3,575.02
NE DEPT OF REVENUE	STATE WITHHOLDING	3,659.58
NE NEB INS AGENCY INC	INSURANCE	73,390.00
NE NOTARY ASSOC	NOTARY STAMP	104.27
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	392.00
NE RURAL WATER	MEMBERSHIP RENEWAL	275.00
NE SAFETY COUNCIL	SAFETY MEETING	131.21
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	309,948.87
NELSEN, CLARK	UTILITY REFUND	88.02
NeRPA	MEMBERSHIP DUES	60.00
NORFOLK DAILY NEWS	SUBSCRIPTION RENEWAL	156.00
NORTHEAST NE PUBLIC POWER	ELECTRICITY	4,488.00
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	12,579.22
NWOD	MEMBERSHIP RENEWAL-D ECHTENKAMP	15.00
OCC BUILDERS LLC	BUILDING PERMIT DEPOSIT REFUND	250.00
OFFICE SYSTEMS COMPANY	COPIER LEASE	316.72
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	14.34
OTTE CONSTRUCTION COMPANY	HANK OVERIN -GUTTERS/DOWNSPOUTS	710.00
OVERDRIVE, INC.	AUDIO & E BOOKS	397.87
PARTS ENGINEERING CO	AIR COMPRESSOR OVERHAUL KIT	151.95
PAUL, COURTNEY	UTILITY REFUND	96.52
PETERS, COREY	UTILITY REFUND	55.76
POLICE OFFICERS' ASSOCIATION OF NE	MEMBERSHIP DUES	120.00
PROGRESSIVE PROPERTIES	NEBRASKA ST TIF INTEREST	3,809.22
PROGRESSIVE PROPERTIES	1ST STREET TIF PRINCIPAL & INTEREST	1,263.15
PROGRESSIVE PROPERTIES	6TH STREET TIF INTEREST	112.40
PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	540.00
QUALITY 1 GRAPHIC	VINYL SHEETING/NO PARKING SIGNS	60.00
RAINTREE DRIVE IN LIQUORS	APPRECIATION DINNER	726.00
RESCO	DEADEND CAP/BUSHING	987.47
RICK GATHJE	BUILDING PERMIT DEPOSIT REFUND	100.00
SEBADE HOUSING LLC	TIF PRINCIPAL & INTEREST	3,881.26
STAPLES ADVANTAGE	OFFICE SUPPLIES	62.97
STATE NEBRASKA BANK-PETTY CASH	PETTY CASH	442.23
STEFFEN INC.	SPRING KIT	9.74
THRASHER	BUILDING PERMIT DEPOSIT	100.00
TOM'S BODY & PAINT SHOP	DOOR REPAIR	268.73
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE	200.00
UNITED WAY	PAYROLL DEDUCTION	10.00
VERIZON WIRELESS SERVICES LLC	CELL PHONE	92.85
VIAERO WIRELESS	CELL PHONE	221.06
WAYNE AREA ECONOMIC DEVELOPMENT	FEB 17 CONTRIBUTION	7,286.66
WAYNE COUNTY COURT	BOND	400.00
WAYNE COUNTY COURT	BOND	150.00

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
WAYNE KIWANIS	SWIM TEAM MEET REIMBURSEMENT	200.00
WESCO DISTRIBUTION INC	FIBERGLASS EXTENSION ARM/DUSK TO DAWN BULBS	1,543.80
WESTERN RIDGE III	TIF INTEREST	1,895.26
WIGMAN COMPANY	TOILET REPAIR KITS	706.53
WISNER WEST	FD-GASOLINE	110.50
	<b>Grand Total:</b>	<b>644,418.50</b>

City of Wayne  
September 30,

	Reference	Best Practice	2016	2015	2014	2013	2012
1) Unrestricted Net Assets/Total Net Assets							
Government Wide	Page 25	30%	30.81%	34.66%	30.73%	31.25%	29.69%
Governmental Activities	Page 25	30%	13.23%	22.51%	10.14%	8.97%	5.44%
Business-Type Activities	Page 25	30%	49.23%	46.42%	49.67%	50.75%	50.79%
2) Top 6 Sources of Revenues - Governmental Activities							
Sales Tax	Page 10	\$235 per Capita	\$ 185	\$ 147	\$ 121	\$ 107	\$ 107
Property Taxes		\$210 per Capita	141	136	131	131	128
In Lieu of Tax Payments		\$120 per Capita	156	147	128	120	104
State Allocation		\$145 per Capita	183	166	162	151	142
Charges for Services		\$125 per Capita	115	109	98	100	92
Grants		\$300 per Capita	252	106	156	40	51
3) State Allocations							
Highway Allocation		\$100 Per Capita	\$ 81	\$ 81	\$ 78	\$ 71	\$ 69
Municipal Equalization		\$30 Per Capita	76	78	77	73	66
4) Governmental Expenses (Excludes capital outlay)							
Administration	Page 86	\$85 Per Capita	\$ 40	\$ 35	\$ 36	\$ 49	\$ 36
Community Center		\$40 Per Capita	52	47	43	41	38
Public Building		\$20 Per Capita	14	14	14	12	11
Recreation		\$60 Per Capita	52	66	57	48	47
Library		\$55 Per Capita	44	47	48	45	40
Public Works		\$70 Per Capita	97	85	79	76	83
Public Safety		\$200 Per Capita	184	196	196	183	227
5) Outstanding GO Debt/Valuation	Page 15	< 5%-Good < 3%-Excellent	2.70%	3.00%	1.64%	1.50%	1.24%
6) Unassigned Fund Balance/General Fund Expenditures	Page 27	40%	6.36%	2.90%	0.00%	3.10%	19.64%
7) Months Expense in Street Cash Reserve	Pages 27 & 29	12.0	8.8	2.5	1.1	8.5	1.9

	Reference	Best Practice	2016	2015	2014	2013	2012
8) Levy Rates							
General		0.35	0.348162	0.355090	0.358051	0.360590	0.389185
Debt Service		\$180/Capita	\$ 124	\$ 120	\$ 117	\$ 115	\$ 123
Total Levy		\$35/Capita	\$ 18	\$ 14	\$ 14	\$ 16	\$ 14
			0.398927	0.397923	0.402255	0.411612	0.434914
9) Net Depreciable Capital Assets/Original Cost							
Governmental Activities	Page 62	> 30%	53.05%	48.90%	50.11%	50.35%	51.24%
Business-type Activities	Page 64	> 35%	45.80%	43.22%	45.13%	46.26%	30.99%
Component Unit	Page 65	> 35%	81.39%	85.43%	89.82%	83.11%	87.03%
10) Operating Income/Total Operating Revenue							
Electric Fund	Page 32	15.00%	3.34%	-0.12%	-2.69%	-1.66%	-0.24%
Water Fund		15.00%	25.78%	2.30%	16.23%	1.72%	12.96%
Sewer Fund		15.00%	6.96%	5.24%	17.84%	31.00%	19.85%
Transfer Station		15.00%	-135.00%	-119.57%	-84.98%	-283.61%	-106.95%
Internal Service Fund		15.00%	16.85%	17.64%	21.97%	10.54%	11.12%
11) Debt Coverage Ratio							
Electric	Pages 32-33	1.50	4.10	1.58	0.95	0.74	1.03
Water		1.50	6.56	3.96	5.79	3.79	5.34
Sewer		1.50	1.27	0.92	1.81	1.39	0.81
12) Cash, Investments & Treasurer Cash							
Governmental Activities:	Page 27/29/62	1,225,000					
Operating							
Replacement							
(Budgetary stabilization = \$986,633)			335,988	105,147	-	78,381	616,269
Business-type Activities (Excluding Depreciation/Amortization)	Page 31/32/64	4,120,000					
Operating		580,000					
Restricted		1,640,000					
Replacement		6,340,000	8,276,374	7,056,445	7,376,111	8,689,731	8,908,933

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**6-Month Report to the Wayne City Council**  
LB 840 Funds Committed (as of 12/31/16)

Applicant	Amount	Type of funding	Purpose	Committee review
Digital Blue	\$ 30,600.00	performance based loan	relocation/expansion	5/27/2009
Louis and Jevonah Benscoter	\$ 36,000.00	performance based loan	land development	8/13/2009
Interactive Impact	\$ 30,000.00	performance based loan	intellectual property development	8/13/2009
Jim Milliken (Godfathers)	a \$ 2,500.00	grant	parking lot (rain garden)	10/8/2009
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	11/12/2009
Wayne Area Economic Development (Project Majestic)	\$ 200,000.00	grant	theater renovation/remodel	11/12/2009
Wayne Veterans Memorial Project	b \$ 72,686.00	grant	memorial completion	2/11/2010
Farmers Market and Community Garden	c \$ 2,750.00	grant	marketing	4/15/2010
Wayne Hospitality Group LLC	d \$ 250,000.00	grant	hotel project	10/19/2010
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	12/21/2010
City of Wayne	j \$ 13,285.00	grant	water/sewer for Western Ridge III	8/1/2011
Windom Ridge	\$ 5,000.00	grant	housing study targeting 55+	8/11/2011
Miss Mollys Coffee Company	\$ 30,000.00	performance based loan	purchase building/new coffee shop	10/13/2011
Wayne Area Economic Development on behalf of WCNGC	i \$ 250,000.00 [info only]	loan guarantee	compressed natural gas car	10/13/2011; 07/12/12
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/7/2011
Wayne Community Theater	g \$ 5,000.00	grant	overhead doors replaced	12/8/2011
Wayne Area Economic Development (Chicken Show)	\$ 12,050.00	grant	marketing for Wayne Chicken Show	3/8/2012
Rainbow World Child Care Center	\$ 25,000.00	grant	facility addition	10/11/2012
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/8/2012
City of Wayne	\$ 17,500.00	grant	water/sewer for Western Ridge III	1/10/2013
Wreidt Properties	q \$ 33,000.00 [info only]	grant	trailer relocation	2/14/2013
Angel Village	q \$ 240,000.00 [info only]	performance based loan	senior village; common space	2/14/2013
City of Wayne	m \$ 30,000.00	grant	Welcome to Wayne signs (4)	11/14/2013
Wayne Area Economic Development	\$ 5,000.00	grant	general administration	12/12/2013
Darrin Barner (WSC Rugby)	n \$ 1,600.00 [info only]	grant	to replace goal post pads	1/9/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	performance based loan	build a bar and grill/package liquor	4/10/2014
Jen and Chad Claussen	\$ 23,765.00	performance based loan	purchase Swans and building	11/13/2014
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00	performance based loan	building addition and fiber glass car man	8/4/2015
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/3/2015
City of Wayne	p \$ 240,000.00 [info only]	performance based loan	housing cost buy down	3/10/2016
<b>Subtotal of "grant"</b>	<b>\$ 981,136.00</b>	<b>30.66%</b>		
City of Wayne	f \$ 7,132.00	zero percent loan	housing downpayment match	10/8/2009
Jim Milliken (Godfathers)	a \$ 35,500.00	zero percent loan	parking lot	10/8/2009
Inet Library	e \$ 86,038.00	3 percent interest loan	expansion/start up expenses	2/10/2011
RBDK LLC	\$ 70,000.00	3 percent interest loan	new dental clinic at 7th & Pearl	8/11/2011
City of Wayne	h \$ 160,000.00 [info only]	zero percent loan	housing incentives (0% loans)	4/12/2012
Rainbow World Child Care Center	k \$ 75,000.00	zero percent loan	facility addition	10/11/2012
Mandy Benscoter and Louis Benscoter	\$ 50,000.00	zero percent loan	commercial bldgs on Jaxon St	1/10/2013
John and Molly Temme	\$ 65,000.00	3 percent interest loan	commercial property at 7&Dear	6/27/2013
Geno's Steakhouse	\$ 37,000.00	3 percent interest loan	renovation/windows/etc	7/28/2013
Paulson Construction	\$ 39,750.00	3 percent interest loan	purchase building/move bus. to city	7/28/2013
City of Wayne - SCPB, OCC Bldrs, IPI	l \$ 240,900.00	zero percent loan	disaster recovery loans (15 yrs. % payroll)	10/10/2013
Brent L. Pick	\$ 50,000.00	zero percent loan	15 yrs - buy&rebuild Estes/DB/NAPA	11/14/2013
Lutt Oil and Service (Rod L. and Christin E. Cook-Lutt)	\$ 50,000.00	3 percent interest loan	Buy and update Zach's/expand services	12/12/2013
NAPA - Wayne	\$ 50,000.00	zero percent loan	15 yrs - rebuild NAPA	1/9/2014
NAPA - Wayne	o \$ 25,000.00	zero percent loan	to rebuild; require annexation	1/9/2014
Lesseberg Masonry and Construction	\$ 75,000.00	0% loan; 3% loan	rebuild \$40k at 0%; build \$35k at 3%	1/9/2014
Pat Garvin / Innovative Protectives	\$ 40,000.00	0% loan for 15 yrs	rebuild buildings lost to tornado	2/13/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	3% loan for 15 yrs	build a bar and grill/package liquor	2/13/2014; 4/10/14
Dollar Plus	\$ 125,000.00	0% loan for 5 yrs	open Dollar Plus in Downtown Wayne	4/10/2014
Heft Trucking	\$ 50,000.00	0% loan for 15 yrs	rebuild building lost to tornado	6/12/2014
Tim Fertig	\$ 50,000.00	3% loan for 15 yrs(10yr bln)	buy 2nd&Main prop and open fitness	7/28/2014
Jen and Chad Claussen	\$ 23,765.00	3% loan for 15 yrs	purchase Swans and building	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00	3% loan for 10 yrs	building addition and fiber glass car man	8/4/2015
Beck Ag Inc	\$ 50,000.00	3% loan for 3 yrs	build out and business growth	12/10/15; 1/14/16
Adam Manoucheri/Crossroads-Atoll Productions LLC	\$ 40,000.00	3% loan for 15 yrs	purchase and remodel 200&202 Main St	1/14/2016
Josh Hopkins - Hopkins Eyecare	\$ 35,000.00	0% loan for 2 yrs	purchase property for new eye clinic	6/9/2016
Lukas Rix - Rustic Treasures	\$ 55,000.00	0% loan for 5 yrs	purchase and rehab 1912 City Hall	7/14/2016
Wayne Country Club	r \$ 150,000.00	0% loan for 15 yrs	addition/remodel club house	10/13/2016
Wayne Area Event Center	s \$ 350,000.00	3% loan for 10 yrs	new event center construction	10/13/2016
<b>Subtotal of revolving</b>	<b>\$ 2,075,085.00</b>	<b>64.85%</b>		
<b>TOTAL FUNDS COMMITTED (as of June 30, 2016)</b>	<b>* \$ 3,056,221.00</b>	<b>95.51%</b>		
<b>TOTAL AVAILABLE FOR 15 YEARS (to collect)</b>	<b>\$ 3,200,000.00</b>			

\* Interest accrued/paid on the Fund's borrowed money is NOT included in this total

a Committee recommended \$38,000 zero percent interest loan; Council granted \$2500 of this after the City requested a rain garden in the parking lot.

b Committee recommended \$75,000; only \$72,686 was spent.

c Committee recommended \$1,250; Council approved \$2,750.

d Legally, this is a grant (not required to be paid back); however, the Wayne Hospitality Group LLC plans to honor their previous request's terms of 15 years at 0% interest.

e Committee recommended only an interest bearing loan for \$43,019; Council approved \$43,019 for an interest bearing loan and \$43,019 for a performance based loan, (all is now a loan)

f Committee recommended and Council approved \$64,200; only \$7,132 was used after the program closed.

g Committee recommended a 5 yr loan; Council approved the grant request.

h Initial housing request from the City was approved; further action by Council allocated housing funds from a different source

i Revision of previous approval (10/2011) - increased loan guarantee from \$150,000 to \$250,000 (07/2012); allocation became void after 12/31/12 if no company was in Wayne

j Committee/Council approved \$26,000 for wastewater improvements - only \$13,285 was used

k Committee recommended \$75,000 loan with interest half of its conventional rate; Council changed the loan to 0% interest

l \$500,000 was set aside for tornado relief (up to 10% of payroll); only \$241k was used

m Committee recommended a set number of \$28,000; the Council allowed the request of "up to" \$30,000 for signage

n Committee recommended approval but believed other sources of funds might be available; Council took no action on this recommendation.

o Originally a performance based loan; FTE requirement not met so is now a loan

p Committee recommended approval; City Council did not approve

q Committee and Council approved; projects were never completed

r Committee recommended \$100,000 loan for 5 yrs at 3%

s Committee recommended \$250,000 loan for 10 yrs at 3%

**RESOLUTION NO. 2017-5**

**A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM.**

BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the One and Six Year Street Improvement Program, as prepared by the Street Superintendent and City Administrator of the City of Wayne, Nebraska, and attached hereto be approved and adopted.

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

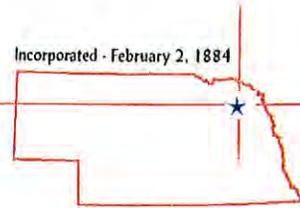
\_\_\_\_\_  
City Clerk

# City of Wayne

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

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

Incorporated - February 2, 1884



PROPOSED AMENDED ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM FOR THE  
CITY OF WAYNE, NEBRASKA

Project Number	Project Year	Improvement	Estimated Cost
*****			
M - 617(105)	2017	Tomar Drive, Mando Drive, Rugby Road & E. 4 <sup>th</sup> St. – 1,800’ Construct Concrete Paving, Curb & Gutter, & Storm Drainage	\$450,000
M - 617(116)	2017	W. 7 <sup>th</sup> Street from Haas Avenue to Pheasant Run – 1,650’ Storm Drainage & Sidewalk	\$110,000
M - 617(118)	2017	E. 4 <sup>th</sup> Street from Thorman St. to Centennial Rd. – 785’ Construct Gravel Paving & Storm Drainage	\$40,000
M - 617(119)	2017	South Windom Street from 232’ S of Folk St. to 333’ S of Folk St. Construct Concrete Paving, Curb and Gutter – 101’	\$25,000
M - 617(120)	2017	Northern Ridge Drive from Highway 15 to W. 21 <sup>st</sup> St. – 1,800’ Construct Concrete Paving, Curb & Gutter, & Storm Drainage	\$400,000
M - 617(121)	2017	Beaumont Drive from Highway 15 East for 425’ – 425’ Construct Concrete Paving, Curb & Gutter, & Storm Drainage	\$90,000
M - 617(122)	2017	E. 4 <sup>th</sup> Street from Windom St. East for 150’ – 150’ Reconstruct Concrete Paving	\$20,000
M - 617(123)	2017	E. 2 <sup>nd</sup> Street from Logan St. to Nebraska St. – 260’ Reconstruct Concrete Paving, Curb & Gutter	\$45,000
M - 617(1214)	2017	Dearborn Street from E. 4 <sup>th</sup> Street North for 135’ – 135’ Reconstruct Concrete Paving, Curb & Gutter	\$20,000
M - 617(125)	2017	E. 5 <sup>th</sup> Street from Dearborn St. East for 70’ – 70’ Reconstruct Concrete Paving, Curb & Gutter	\$15,000
*****			
M - 617(91)	2018	Trail & Pedestrian Underpass on W. 7 <sup>th</sup> Street Located between CAC and Oak Drive	\$1,672,738
M - 617(107)	2018	Clark Street & S. Pearl Street . – 745’ Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$180,000
M - 617(126)	2018	West Downtown Alley from W. 1 <sup>st</sup> to W. 4 <sup>th</sup> – 950’ Reconstruct Concrete Paving & Storm Sewer	\$250,000
*****			

Continued on Page 2

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



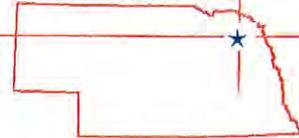
Equal Housing Opportunity

# City of Wayne

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

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

Incorporated - February 2, 1884



M - 617(98)	2019	Sherman Street from W. 5 <sup>th</sup> St. to W. 6 <sup>th</sup> St. - 300'	\$90,000
Construct Concrete Paving, Curb & Gutter, Storm Drainage			
M - 617(113)	2019	Sherman Street from W. 3 <sup>rd</sup> St. to W. 4 <sup>th</sup> St. - 300'	\$80,000
Construct Concrete Paving, Curb & Gutter			
*****			
M - 617(104)	2020	S. Lincoln Street from W. 1 <sup>st</sup> St. to 300' S. of W. 1 <sup>st</sup> St. - 300'	\$90,000
Construct Concrete Paving, Curb & Gutter			
M - 617(114)	2020	W. 2 <sup>nd</sup> Street from Blaine St. to 360' E of Blaine St. - 380'	\$105,000
Construct Concrete Paving, Curb & Gutter, Storm Drainage			
*****			
M - 617(115)	2021	W. 3 <sup>rd</sup> Street from Oak Dr. to 250' E. of Oak Dr. - 250'	\$ 70,000
Construct Concrete Paving, Curb & Gutter			
M - 617(117)	2021	Nebraska Street from E. 2 <sup>nd</sup> St. to E. 7 <sup>th</sup> - 2,000'	\$850,000
Construct Concrete Paving, Curb & Gutter, Storm Drainage, Sidewalks			
*****			
M - 617(112)	2022	Lagoon Streets - 2,500'	\$700,000
Construct Concrete Paving			
M - 617(89)	2022	Lage Subdivision - South of Fairgrounds Avenue - 900'	\$ 175,000
Construct Concrete Paving, Curb & Gutter, Storm Drainage			
*****			

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



Equal Housing Opportunity

# City of Wayne

## One & Six Year Plan 2017



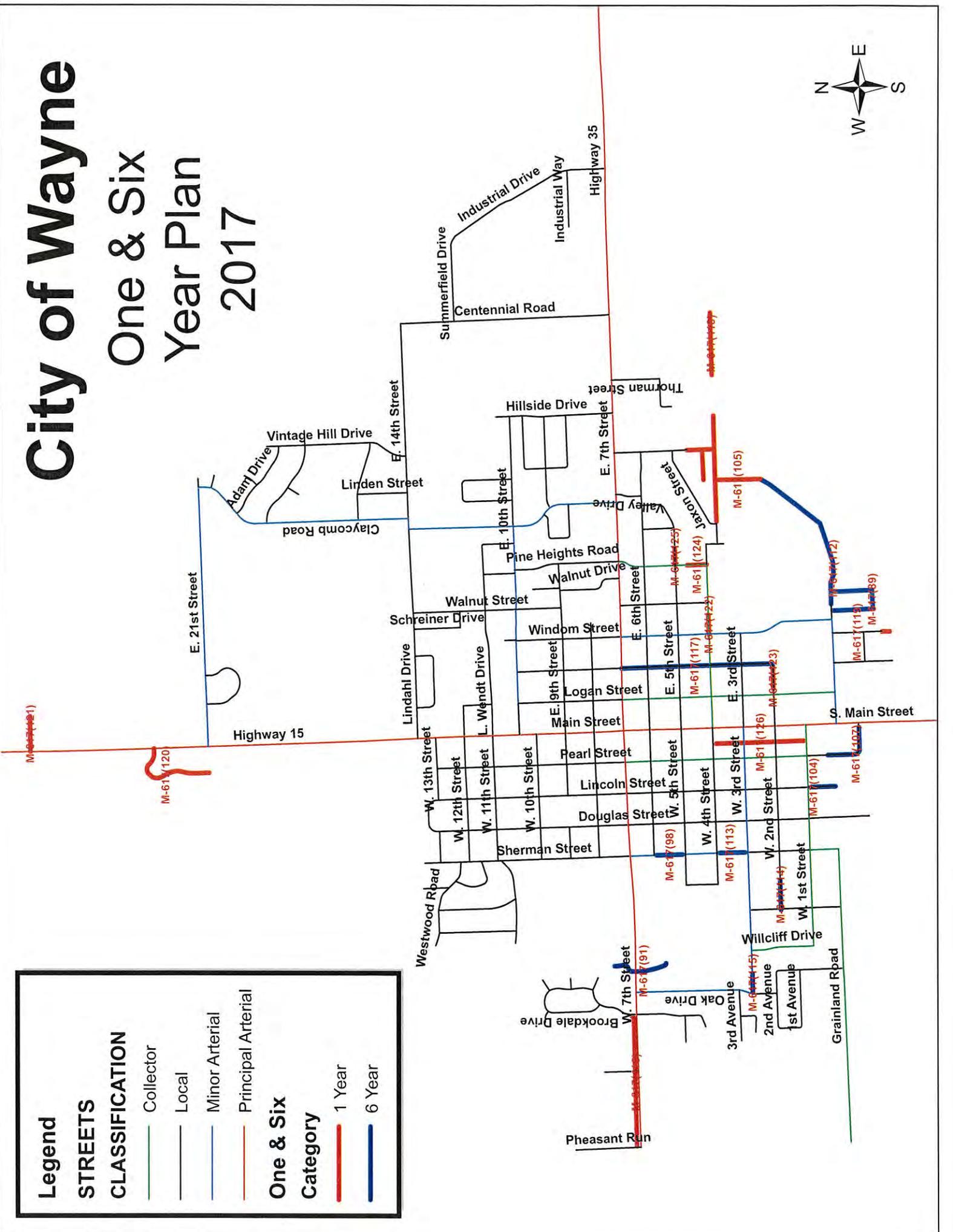
**Legend**

**STREETS CLASSIFICATION**

- Collector
- Local
- Minor Arterial
- Principal Arterial

**One & Six Category**

- 1 Year
- 6 Year



**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** January 24, 2017  
**TO:** Mayor Chamberlain  
Wayne City Council  
**FROM:** Wayne Planning Commission  
Joel Hansen, Staff Liaison



At their meeting held on January 24, 2017 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

**Public Hearing: Benscoter Addition Planned Unit Development Replat 3;  
Applicant being Lou Benscoter**

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 Sorensen to approve and forward a recommendation of approval to the City Council approving the Benscoter Addition Planned Unit Development Replat 3, applicant being Lou Benscoter, 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.

JJH:cb



**RESOLUTION NO. 2017-6**

**A RESOLUTION APPROVING THE FINAL PLAT FOR THE “BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 3” TO THE CITY OF WAYNE.”**

WHEREAS, the Planning Commission, upon review of the Final Plat of the “Benscoter Addition Planned Unit Development Replat 3” to the City of Wayne,” legally described as:

**Legal Description:**

Lot 4, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne County, Nebraska,

on January 23, 2017, recommended approval thereof, based upon the following “Findings of Fact:

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of the “Benscoter Addition Planned Unit Development Replat 3” to the City of Wayne be approved subject to the recommendations of the Planning Commission and the foregoing “Findings of Fact.”

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION NO. 2017-7**

**A RESOLUTION APPROVING THE ACQUISITION OF PROPERTY LOCATED IN THE ORIGINAL TOWN OF WAYNE, WAYNE COUNTY, NEBRASKA.**

WHEREAS, the Mayor and/or City Administrator have concluded negotiations for the acquisition of property located in the Original Town of Wayne, Wayne County, Nebraska, legally described as follows:

**North-South Alley:**

Commencing at the Northwest corner of Lot 8, Block 28, Original Town of Wayne, Wayne County, Nebraska; thence S 02°03'54" E on West line of lots 7 and 8, said Block 28, 119.99 feet to a point on the Northwesterly Right-of-Way line of the (abandoned) Chicago and Northwestern Transportation Company, said point being the Point of Beginning; thence S 02°08'35" E, 187.85 feet to a point on the Southeasterly Right-of-Way line of said (abandoned) Chicago and Northwestern Transportation Company; thence S 59°30'32" W, 18.30 feet; thence N 02°05'35" W, 187.61 feet to a point on said Northwesterly Right-of-Way line; thence N 59°05'26" E on said Northwesterly Right-of-Way line, 18.19 feet to the Point of Beginning, containing 0.07 acres, more or less.

**East-West Alley:**

Commencing at a point on the North Right-of-Way line of Clark Street and the East Right-of-Way line of Pearl Street; thence N 02°02'44" W on said East Right-of-Way line, 256.82 feet to the Point of Beginning; thence N 02°02'44" W on said East Right-of-Way line, 21.00 feet; thence N 87°49'07" E, 150.12 feet; thence S 02°05'35" E, 21.00 feet; thence S 87°49'07" W, 149.97 feet to the Point of Beginning, containing 0.07 acres, more or less; and

WHEREAS, the owner of said properties, Jason and Vickie Schulz, Husband and Wife, are willing to receive the sum of \$22,000.00 and other good and valuable consideration as offered by the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City of Wayne shall purchase the properties, legally described as:

**North-South Alley:**

Commencing at the Northwest corner of Lot 8, Block 28, Original Town of Wayne, Wayne County, Nebraska; thence S 02°03'54" E on West line of lots 7 and 8, said Block 28, 119.99 feet to a point on the Northwesterly Right-of-Way line of the (abandoned) Chicago and Northwestern Transportation Company, said point being the Point of Beginning; thence S 02°08'35" E, 187.85 feet to a point on the Southeasterly Right-of-Way line of said (abandoned) Chicago and Northwestern Transportation Company; thence S 59°30'32" W, 18.30 feet; thence N 02°05'35" W, 187.61 feet to a point on said Northwesterly Right-of-Way line; thence N 59°05'26" E on said Northwesterly Right-of-Way line, 18.19 feet to the Point of Beginning, containing 0.07 acres, more or less.

**East-West Alley:**

Commencing at a point on the North Right-of-Way line of Clark Street and the East Right-of-Way line of Pearl Street; thence N 02°02'44" W on said East Right-of-Way line, 256.82 feet to the Point of Beginning; thence N 02°02'44" W on said East Right-of-Way line, 21.00 feet; thence N 87°49'07" E, 150.12 feet; thence S 02°05'35" E, 21.00 feet; thence S 87°49'07" W, 149.97 feet to the Point of Beginning, containing 0.07 acres, more or less,

for the sum of \$22,000.00, and that the Mayor is hereby authorized to execute the necessary documents to carry out the acquisition.

PASSED AND APPROVED this 7<sup>th</sup> day of February, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**PURCHASE AGREEMENT**

This agreement is made and entered into by and between **Jason and Vickie Schulz**, Husband and Wife, hereinafter referred to as "Seller," and **City of Wayne**, a municipal corporation, hereinafter referred to as "Buyer."

Seller and Buyer agree as follows:

1. **Property Purchased.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following described property, to-wit:

North-South Alley

*Commencing at the Northwest corner of Lot 8, Block 28, Original Town of Wayne, Wayne County, Nebraska; thence S 02°03'54"E on West line of lots 7 and 8, said Block 28, 119.99 feet to a point on the Northwesterly Right-of-Way line of the (abandoned) Chicago and Northwestern Transportation Company, said point being the Point of Beginning; thence S 02°08'35" E, 187.85 feet to a point on the Southeasterly Right-of-Way line of said (abandoned) Chicago and Northwestern Transportation Company; thence S 59°30'32" W, 18.30 feet; thence N 02°05'35" W, 187.61 feet to a point on said Northwesterly Right-of-Way line; thence N 59°05'26" E on said Northwesterly Right-of-Way line, 18.19 feet to the Point of Beginning, containing 0.07 acres, more or less*

East-West Alley

*Commencing at a point on the North Right-of-Way line of Clark Street and the East Right-of-Way line of Pearl Street; thence N 02°02'44" W on said East Right-of-Way line, 256.82 feet to the Point of Beginning; thence N 02°02'44" W on said East Right-of-Way line, 21.00 feet; thence N 87°49'07" E, 150.12 feet; thence S 02°05'35" E, 21.00 feet; thence S 87°49'07" W, 149.97 feet to the Point of Beginning, containing 0.07 acres, more or less.*

including all fixtures and equipment permanently attached to the property.

2. **Purchase Price.** Buyer agrees to pay to Seller, as full consideration for the above described premises, the sum of **\$22,000.00**, payable as follows:

\$22,000.00 to be paid in full at time of closing. All payments are to be made in cash, money order, or certified bank draft.

3. **Title.** Seller shall provide proof of marketable title in fee simple and furnish to Buyer an abstract certified to date or a commitment for title insurance insuring merchantability. In the event that title insurance is used, the cost of such title insurance policy shall be split equally between the Buyer and the Seller. Buyer shall be responsible for the cost of any additional title endorsements or riders required as a condition of Buyer's loan. Buyer agrees that should a valid defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the

date of the title commitment. If there are defects that cannot be reasonably corrected within 30 days, this agreement shall be null and void and any earnest money paid upon execution shall be refunded.

4. **Deed.** Seller agrees to convey the property to Buyer, or Buyer's nominee, by Warranty Deed, free and clear of all liens and encumbrances, special assessments, levied or assessed, except any special assessments resulting from assessments from districts that may be created or ordered constructed subsequent to the date of acceptance of this purchase agreement, and subject to all easements and restrictions of record and any applicable zoning regulations.

5. **Taxes.** Seller shall pay all real estate taxes up to and including for the calendar year of 2016 and all years prior. Taxes for the calendar year of 2017 shall be prorated to date of closing. Taxes shall be prorated on the basis of the prior year's taxes unless the current tax rate is available, in which case they shall be prorated on the basis of the current valuation and tax rate.

6. **Buyer's Inspection.** This offer is based upon the Buyer's personal inspection or investigation of the premises and not upon any representation or warranty of condition by Seller. Buyer agrees that the property is being sold in an "as is" condition.

7. **Risk of Loss.** This agreement shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property prior to date of closing shall rest with the Seller.

9. **Closing and Possession.** The Parties agree to close the purchase on or before February 28, 2017. Possession of the property shall be given to Buyer at time of closing upon payment of the full purchase price herein.

10. **Liquidated Damages.** If Buyer fails to consummate this purchase according to the terms of this agreement, Seller may, at Seller's option, retain the earnest money as liquidated damages for such failure, or utilize such other legal remedies as are available to Seller by reason of such failure.

11. **Binding Agreement.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each party.

12. **Original Counterparts.** This agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document.

**In witness whereof**, the parties have hereunto set their hands on this \_\_\_\_ day of January, 2017.

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Jason Schulz, Seller

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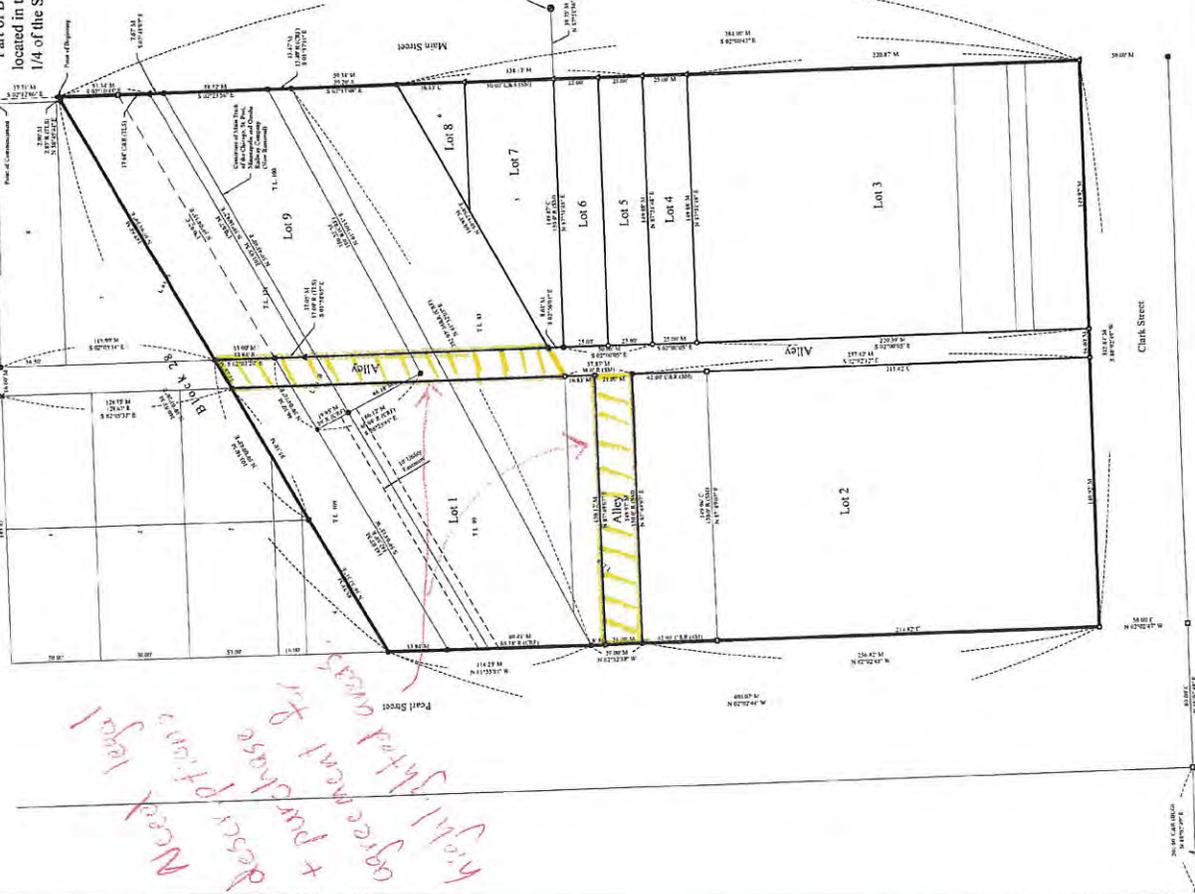
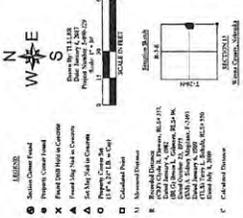
City of Wayne, Ken Chamberlain, Mayor, Buyer

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Vickie Schulz, Seller

**SCHULZ RAIL YARD ADDITION**

Part of Block 28, Original Town of Wayne and Tracts of Land located in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska.



*Need legal agreement for purchase of rail yard assets.*

The survey was prepared in accordance with the provisions of the Nebraska Surveying Act, Nebraska Statutes, Chapter 79, and the rules and regulations of the Board of Surveying and Mapping, Nebraska. The survey was prepared by the undersigned, a duly licensed Professional Engineer in the State of Nebraska, and is hereby certified to be true and correct.

**PLAT INFORMATION:**  
 This plat is a part of a larger survey of Block 28, Original Town of Wayne and Tracts of Land located in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska. The total area of the survey is 1.25 acres. The area shown on this plat is 0.75 acres.

**LEGAL DESCRIPTION:**  
 That certain portion of Block 28, Original Town of Wayne and Tracts of Land located in the Southeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska, containing 0.75 acres, more or less, as shown on the attached plat, and as more fully described in the accompanying plat.

**CONVEYANCE:**  
 The undersigned hereby conveys and warrants to the City of Wayne, Nebraska, the above described premises, together with all rights and interests therein, unto the City of Wayne, Nebraska, its successors and assigns, for the purposes and uses herein specified.

**WARRANTY:**  
 The undersigned warrants that the above described premises are free from all liens, claims, mortgages, judgments, taxes, and other encumbrances, and that the same are in full compliance with all applicable laws and regulations.

**RECORDING:**  
 This plat is being recorded for the purpose of establishing the boundaries of the above described premises, and for the purpose of recording the same in the public records of the State of Nebraska.

**DATE:** \_\_\_\_\_  
**BY:** \_\_\_\_\_  
**PROFESSIONAL ENGINEER**

**ADVANCED CONSULTING ENGINEERING SERVICES**  
 111 W. Washington St. - 7th Fl. - Omaha, NE 68102  
 Phone: (402) 325-9333



**RESOLUTION NO. 2017-8**

**A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AN AGREEMENT WITH THE NEBRASKA MUNICIPAL POWER POOL FOR A FINANCIAL PLAN AND COST OF SERVICE AND RATE DESIGN STUDY FOR ELECTRIC RATES.**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with the Nebraska Municipal Power Pool (NMPP) for services regarding a financial plan and a cost of service and rate design study for electric rates; and

WHEREAS, a proposal has been requested and received from the NMPP for said services; and

WHEREAS, the fee for said services is \$10,185.000; and

WHEREAS, staff recommendation is to accept the proposal of the NMPP.

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 the NMPP for a financial plan and cost of service and rate design study for electric rates, 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 the Agreement for said services on behalf of the City.

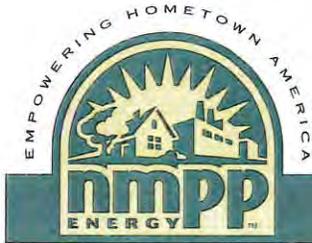
PASSED AND APPROVED this 7<sup>th</sup> day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



**NMPP • MEAN • NPGA • ACE**

NMPP Energy ■ 8377 Glynoaks Drive ■ Lincoln, NE 68516 ■ Phone: 402.474.4759 ■ Fax: 402.474.0473 ■ [www.nmppenergy.org](http://www.nmppenergy.org)

January 30, 2017

Lowell D. Johnson  
City Administrator  
306 Pearl St.  
Wayne, NE 68787

Dear Mr. Johnson,

Enclosed you will find two originals of the Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates (Agreement) between the City of Wayne, Nebraska (City) and Nebraska Municipal Power Pool (NMPP).

Please have the authorized official sign both originals and send to NMPP for full execution. We will return one of each original for the City's files.

If you have any questions please contact Andrew Ross, Director of Retail Utility Services and Member Relations, at 402-474-4759.

Sincerely,

Mandy Hansen  
Member Services Coordinator

Enclosures

**AGREEMENT FOR  
FINANCIAL PLAN, COST OF SERVICE  
AND  
RATE DESIGN STUDY  
FOR ELECTRIC RATES**

This Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Nebraska Municipal Power Pool, a non-profit corporation of the State of Nebraska, hereinafter called "NMPP," and the City of Wayne, Nebraska, hereinafter called "Municipality."

**RECITALS:**

NMPP, under the provisions of its Articles of Incorporation, has the authority to enter into and perform contracts with its members.

NMPP has initiated a Financial Plan, Cost of Service and Rate Design Study (Rate Study) designed to provide assistance in certain technical areas related to calculating rates for municipal utility systems for all customer classes and to provide ongoing rate support.

Municipality is a member of NMPP and recognizes the importance of completing a Rate Study.

In consideration of the mutual promises contained herein, NMPP and Municipality agree as follows:

**1. TERM**

1.1 This Agreement shall become effective upon execution. The term of this Agreement shall begin on the date of execution and terminate two (2) years after the date of the delivery of the documents referred to in Section 2.1.3.6.

**2. SCOPE OF SERVICES TO BE PROVIDED AND RESPONSIBILITIES OF THE PARTIES**

2.1 Responsibilities of NMPP

2.1.1 Questions regarding services under this Agreement should be directed to NMPP's Director of Retail Utility Services and Member Relations, or to such other person as may be designated by NMPP from time to time. NMPP will complete the scope of work of this Agreement typically within ninety (90) days of the receipt of all data requested by NMPP. Such data must be accurate and in a format easily usable by NMPP in order for the scope of work to be done on time. Reports and other document

presentation are delivered to the Municipality as outlined in Section 2.1.3.6.

- 2.1.2 The Rate Study computer models shall be retained by and become the property of NMPP. The Municipality will receive all tables and charts from the model and may use the Rate Study findings and recommendations at Municipality's sole risk and without liability or legal exposure to NMPP.
- 2.1.3 The Rate Study will include completion by NMPP of the following tasks:
  1. Data Collection – NMPP will request data, including but not limited to, customer rate class usage by rate block and revenue billed, and audited and budgeted assets including financial and operating data for the utility as necessary to prepare the Rate Study. This data is to be in an easy to read and organized format. To the extent the requested data is not readily available, NMPP and Municipality will develop and agree upon estimates for the missing data.
  2. Develop a Financial Model – NMPP will develop a five-year Financial pro forma model that will provide net-income, target return on facilities investments, minimum cash reserve policy, capital improvements, borrowing, and recommend future rate increases to achieve financial targets.
  3. Calculate Revenue Requirements for Test Year to be used in Rate Study – NMPP will calculate Municipality's revenue requirements in a financial pro forma to determine cost of service rate elements to be used in future rate design.
  4. Functional Costs – NMPP will assign a function to each expense and each non-retail revenue including, but not limited to, generation, transmission and customer service, as applicable. The items will also be assigned to a sub-category of a function as necessary.

Expenses will be allocated to the various cost classifications based on methodologies that are generally applied to municipal utilities. These allocations will enable NMPP to separately identify and establish cost elements for each rate class provided by the Municipality, including, but not limited to, commodity generation or treatment, transmission, distribution, and customer service and accounting, as applicable.
  5. Rate Design – NMPP will design rates using cost elements determined for one or two years to recover adequate revenue for the system and move classes toward cost of service revenue recovery.

NMPP will work with Municipality to develop rates that maintain the financial integrity of each municipal utility system being studied. New rate schedules and ordinances will be drafted by NMPP for approval by Municipality.

6. Present Findings – (a) NMPP will typically within sixty (60) days of receipt of sound data provide a Preliminary Executive Summary, which will present the Financial Plan, first to the Municipality’s staff and then to rate making authority. Such presentations will be typically a combination of electronic mail and telephone and/or video conference presentation. An in-person presentation by NMPP may be scheduled as is agreed to by both Parties. (b) The Final Report including draft rate approval documents will be completed by NMPP typically thirty (30) days after direction is provided to NMPP regarding the level of rate adjustments desired as directed by either Municipality’s staff or the rate making authority. If additional trips are necessary for (a) or (b) above or other purposes, the trips will be billed on a time and expense basis.
7. Support – As a part of this Agreement, upon request NMPP will provide to Municipality the following support:
  - A. Review of up to five (5) large customer bills for accuracy.
  - B. Up to ten (10) hours of telephone support to answer rate application questions from Municipality.

2.1.4 The Parties hereby agree that the Rate Study to be provided by NMPP to Municipality pursuant to this Agreement shall include only the following study(ies) as indicated below:

- Electric study
- Water study
- Wastewater study
- Water and Wastewater study
- Trash study
- Natural Gas study

## 2.2 Responsibilities of Municipality

2.2.1 Municipality shall furnish to NMPP, as requested by NMPP, available cost of serve studies, audited financial reports and other data; obtain or authorize NMPP to obtain or provide additional reports and data as required; and furnish to NMPP any required services of outside third parties. NMPP shall be entitled to use and rely upon all information and services provided by or on behalf of Municipality as accurate without

independent verification in the completion of the services provided hereunder.

- 2.2.2 Municipality shall designate, in writing, a person with authority to act on Municipality's behalf on all matters concerning the services provided by NMPP under this Agreement.
- 2.2.3 Municipality shall perform the responsibilities outlined in this Section 2 in a timely manner so as not to delay the services of NMPP. A delay in Municipality's performance of more than three (3) months for any specific responsibility of Municipality shall be deemed an event of default, and NMPP shall have the right to suspend services or terminate this Agreement in the event such default is not cured within ten (10) days after written notice to Municipality.
- 2.2.4 Municipality shall bear all costs associated with the completion of all requirements under this Section 2.

### **3. LIMITATION OF LIABILITY AND INDEMNIFICATIONS**

3.1 Notwithstanding any other provision of this Agreement, NMPP's total liability to Municipality for any loss or damage, including, but not limited to, special and/or consequential damages arising out of or in connection with the performance of services or any other cause shall not exceed the compensation received by NMPP from Municipality under this Agreement, and Municipality hereby releases and will hold harmless NMPP from any liability above such amount. Municipality further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless NMPP and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of NMPP's services hereunder.

3.2 NMPP shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. **NO WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT.**

3.3 All express representations, indemnifications or limitations of liability included in this Agreement will survive its completion or termination for any reason.

**4. FEES AND PAYMENT**

4.1 Municipality shall pay NMPP for performance of the services described in Section 2.1 as follows:

Total Fee for Section 2.1 Services	Current Municipal Energy Agency of Nebraska (“MEAN”) Funding (subject to change per Section 4.7)	Municipality eligible for MEAN funding as of date of execution of the Agreement	Total Fee Due from Municipality for Section 2.1 Services
\$10,185.00	50% <sup>1</sup>	Yes <input checked="" type="radio"/> No	\$10,185.00 <sup>1</sup>

<sup>1</sup>For qualifying participants of MEAN, the MEAN Funding amount and the Total Fee Due will be automatically adjusted in accordance with Section 4.7 in the event MEAN modifies or eliminates funding for the Rate Study service.

4.2 Additional services not provided for in the scope of services set forth herein shall be provided only upon separate mutual written agreement between the Parties or upon modification of the scope of services in accordance with Section 4.5 of this Agreement. Expenses will be those incurred in completing the services at the cost or fee associated with the expense.

4.3 The fees established in this Section 4 may be reviewed and updated by NMPP from time to time in accordance with Section 4.5 of this Agreement.

4.4 Fifty percent (50%) of the total fee due from Municipality for Section 2.1 services will be invoiced after NMPP presents the Preliminary Executive Summary, including the Financial Plan, to the Municipality’s staff and/or the rate making authority, with the balance invoiced after delivery of the Final report and Rate Ordinances. For any additional services provided under Section 4.2, and for any additional trips needed pursuant to Section 2.1.3.6, bills for services shall be rendered upon completion of each such additional service. Each bill shall be paid by Municipality within thirty (30) days after the date the bill is rendered. If any bill is not paid within thirty (30) days, it shall be deemed delinquent and interest shall accrue at the rate of 1.25% per month, or fraction thereof, on any unpaid amount from the date the bill becomes delinquent until the date on which payment is made. This Agreement may be terminated by NMPP for non-payment by Municipality.

4.5 Notwithstanding any provision to the contrary in this Agreement, NMPP shall have the right to modify any of the terms and conditions of this Agreement, including but not limited to the scope of services and fees for participation, at any time, by providing written notice to Municipality. Municipality shall have thirty (30) days from the issuance of such notice to inform NMPP in writing of Municipality’s objection to modification of the terms and conditions. Upon receipt by NMPP of Municipality’s sufficient notice of objection, NMPP shall cease providing

services to Municipality under this Agreement and this Agreement shall automatically terminate; provided, however, that such termination shall not take effect unless and until Municipality has made complete payment for any outstanding amount due and for services provided pursuant to this Agreement prior to receipt of Municipality's notice of objection.

4.6 If at any time during the term of this Agreement Municipality's membership in NMPP is withdrawn or terminated for any reason, the fees for services provided to Municipality pursuant to this Agreement shall automatically convert to the non-member fee, where such a fee is applicable, which fee may be modified from time to time by NMPP, and NMPP shall have the right to terminate this Agreement upon written notice at any time to Municipality.

4.7 For qualifying participants of the Municipal Energy Agency of Nebraska (MEAN), the Board of Directors of MEAN has approved partial funding of the cost of Service Schedule M and K participants to utilize the Section 2.1 services under this Agreement. If this funding is applicable to Municipality as of the date of execution of this Agreement, this amount has been reflected in Section 4.1. Funding is subject to change or elimination without notice from time to time by action of the MEAN Board of Directors. In such event, the amount due from Municipality will be adjusted accordingly and any balance due will be billed by NMPP to Municipality.

## **5. USE OF ELECTRONIC MEDIA**

5.1 Copies of documents that may be relied upon by Municipality are limited to the printed copies, also known as hard copies, which are signed by NMPP. Files in electronic media format of text, data, graphics, or of other types that are furnished by NMPP to Municipality are only for the convenience of Municipality. Any conclusion or information obtained or derived from such electronic files will be used at Municipality's sole risk.

5.2 When transferring documents in electronic media format, NMPP makes no representations as to compatibility, usability, or readability of documents resulting from such transfer or from the use of software application packages, operating systems, or computer hardware differing from those used by NMPP at the beginning of services rendered.

5.3 If there is a discrepancy between the electronic files and the hard copies, the hard copies shall govern.

5.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Party receiving electronic files agrees that it will perform acceptance tests or procedures within thirty (30) days, after which the receiving Party shall be deemed to have accepted the data thus transferred. Any errors reported by receiving Party to delivering Party within the thirty (30)-day acceptance period will be corrected by the delivering Party within sixty (60) days of such notification. NMPP shall not be responsible to maintain documents stored in electronic media format after acceptance by Municipality.

## **6. GENERAL**

6.1 Neither Party shall have the right to assign this Agreement without the consent, in writing, of the other Party.

6.2 This Agreement shall be governed by the laws of the State of Nebraska.

6.3 In no event shall any delay by any party in enforcing (in whole or in part) any provision of this Agreement be or be deemed to be a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this Agreement. Any waiver in regard to the performance of this Agreement shall operate only if in writing and mutually agreed upon by each Party.

6.4 In the event any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than NMPP and Municipality.

6.6 Neither Party shall be liable to the other for any delay in the performance of its duties hereunder or for any loss or damage arising from uncontrollable forces including but not limited to fire, theft, storm, war, terrorism, power outage, regulatory action or any other force majeure that could not have been reasonably avoided by exercise of due diligence by the Parties. In the event of such a force majeure, the affected Party shall notify the other Party of the circumstances surrounding the force majeure and provide an estimate of delay time caused thereby. The affected Party shall use due diligence to remove such force majeure as soon as is reasonably practicable.

## **7. NOTICES**

7.1 Any notice required under this Agreement will be in writing, addressed to the appropriate Party at its address on the signature page and given personally, or by mail postage prepaid, or by commercial courier service.

## **8. OTHER AGREEMENTS**

8.1 This Agreement constitutes the entire agreement between the parties and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in a writing signed by both parties.

[SIGNATURE PAGE FOLLOWING]

WHEREAS, NMPP and Municipality have caused this Agreement for a Financial Plan, Cost of Service and Rate Design Study for Electric Rates to be duly executed by their authorized officers.

NEBRASKA MUNICIPAL POWER POOL

CITY OF WAYNE, NEBRASKA

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

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

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

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

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

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

Address: 8377 Glynoaks Drive  
Lincoln, NE 68516

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ORDINANCE NO. 2017-1**

**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 LOTS 1-12, BLOCK 5, COLLEGE HILL FIRST ADDITION TO THE CITY OF 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 Lots 1-12, Block 5, College Hill First Addition to the City of Wayne, Wayne County, Nebraska, is in the best interest of the City of Wayne.

Section 2. That the north-south alley adjacent to Lots 1-12, Block 5, College Hill First Addition to the City of Wayne, Wayne County, Nebraska, is hereby vacated

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

Section 4. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of February, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

ORDINANCE NO. 2017-2

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE VI. SNOW PLOW ALERT BY AMENDING SECTION 78-282 PARKING ON CITY STREETS.

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

Section 1. That Chapter 78, Article VI., Section 78-282 of the Wayne Municipal Code of Wayne, Nebraska, shall be amended to read as follows:

**Sec. 78-282. PARKING ON CITY STREETS**

- (a) Whenever the City Administrator or designate finds, on the basis of falling snow, sleet or freezing rain, or on the basis of a forecast by a weather service, of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic will be expedited and that parking on city streets be prohibited or restricted for snow plowing and other purposes, the City Administrator or designate shall put into effect a parking prohibition on all city streets as necessary by declaring a snow plow alert or weather emergency.
- ~~(b) Notwithstanding the provisions of subsection (a) of this section, a parking prohibition shall automatically go into effect on any part of any city street until terminated pursuant to section 78-285, upon which there has been an accumulation of snow and ice of three inches or more for one hour or more between the hours of 7 am and 10 pm of any day.~~
- (c) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the City Administrator or designate in accordance with this chapter. ~~except any street area which has become substantially clear of snow and ice from curb to curb for the length of the entire block shall be automatically excluded from this prohibition.~~ While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a city street to which it applies. This prohibition shall remain in effect for the duration of the storm and/or until removed.

Section 2. All ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. This ordinance shall be in full force and effect after the passage, approval and publication as provided by law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**ORDINANCE NO. 2017-3**

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF WAYNE, NEBRASKA; TO REPEAL PRIOR ORDINANCES; TO REQUIRE FILING; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. The general ordinances of the City of Wayne, Nebraska, are hereby revised, codified and printed in book form as the “Code of Ordinances of Wayne, Nebraska” consisting of the following Titles:

Title I: General Provisions  
Title III: Administration  
Title V: Public Works  
Title VII: Traffic Code  
Title IX: General Regulations  
Title XI: Business Regulations  
Title XIII: General Offenses  
Title XV: Land Usage

Section 2. The Code of Ordinances contains all of the provisions of a general nature pertaining to the subjects enumerated and embraced in the code. All prior ordinances pertaining to the subjects treated by the code are repealed, except that nothing shall affect any rights acquired under, actions involving, or fines, penalties, forfeitures, or liabilities incurred pursuant to such ordinances prior to repeal.

Section 3. All ordinances of a temporary or special nature and all other ordinances pertaining to subjects not embraced in the Code of Ordinances, including ordinances specified in this section, shall remain in full force and effect unless repealed expressly or by necessary implication.

- Vacating or setting the boundaries of streets, alleys, or other public places.
- Annexing or detaching territory.
- Granting or accepting easements, plats, or dedication of land to public use.
- Providing for the acquisition or conveyance of real or personal property.
- Authorizing or directing public improvements to be made.
- Levying taxes or special assessments.
- Appropriating money.
- Granting franchises or special licenses.
- Providing for the issuance of bonds or other instruments of indebtedness.

Section 4. At least one copy of the Code of Ordinances shall be on file in the office of the City Clerk and available for inspection by members of the public during the hours the office is kept open for the ordinary transaction of business.

Section 5. This ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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