

**AGENDA
CITY COUNCIL MEETING
February 21, 2017**

1. [Approval of Minutes – February 7, 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. [Consideration and action on the Animal Permit Application of Jacob Jones to keep an African Pygmy Hedgehog within city limits](#)

Background: Years ago, as with all towns, Wayne City Code prohibited horses, cows and farm animals because of manure and disease shortly after getting automobiles and an underground sanitary sewer system for residences. The code allows dogs and cats, but requires any other animals to get special Council approval to be kept in the city limits. Betty has contacted abutting neighbors of the property where this pet will live, and we have received no responses. We are checking to see if the vet recommends any vaccinations.

Recommendation: We have no staff recommendation. Action on this would be the prerogative of the elected officials.

4. [Action on Lottery Location for Keno – The Max Bar and Grill, 109 Main Street, Wayne, NE](#)

Background: Approval of this request will add The Max as a legal keno location in Wayne.

Recommendation: We have no staff recommendation. Action on this would be the prerogative of the elected officials.

5. [Update on current services provided to the City of Wayne and a report of planned network upgrades to provide higher speeds for residential and business customers — Pam Adams, Marketing Manager with American Broadband](#)

6. [Resolution 2017-9: Authorizing City Administrator to apply for Nebraska Public Transportation Act Funds for the operation of the Wayne Public Transportation System](#)

Background: This is an annual action required to apply for and receive about \$50,000 per year in State subsidies for our handi-van public transportation system.

7. [Action on the submission of the Wayne Senior Center's Fiscal Year 2017 detailed plan of operation and budget to the Northeast Nebraska Area Agency on Aging; acceptance of new fiscal year Service Awards that have been awarded by the Area Agency; and approval of any revisions made during the fiscal year to the Service Awards](#)

Background: This is an annual action required to apply for and receive about \$40-60,000 per year in State subsidies for our Senior Center meals and meals on wheels.

8. [Public Hearing: To Consider the Planning Commission's Recommendation on the "Schulz Railyard Addition." The applicant for the plat is the City of Wayne. \(Advertised Time: 5:30 p.m.\)](#)

Background: This was approved by the Planning Commission after their public hearing.

9. [Resolution 2017-10: Approving the "Schulz Railyard Addition" Final Plat](#)
10. [Public Hearing: To Consider the Planning Commission's Recommendation on the request to rezone property from A-2 Agricultural Residential to A-1 Agricultural – Lot 6, Tuffern Blue Estates Subdivision. The applicant for the request is Todd Luedeke. \(Advertised Time: 5:30 p.m.\)](#)

Background: This was approved by the Planning Commission after their public hearing.

11. [Ordinance 2017-4: Rezoning property from A-2 Agricultural Residential to A-1 Agricultural – Lot 6, Tuffern Blue Estates Subdivision](#)

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

12. [Resolution 2017-11: Approving the City of Wayne Community Housing Study](#)

Background: This was completed in partnership with Wayne Community Housing and a \$12,000 NIFA grant. You have received a hard copy of the Study.

Recommendation: The City and Wayne Community Housing need to accept the final copy of the Study for us to use it for future grant applications for projects.

13. [Resolution 2017-12: Amending the Wage and Salary Schedule](#)

Background: The attached compensation schedule is the result of our comparison of the pay ranges for our job descriptions with the League of Municipalities' survey of pay ranges for the same job descriptions in other Nebraska cities with population of greater than half of Wayne or less than twice the Wayne population. We have noted to you in a previous email that our pay ranges match the survey results, but our group health costs for employees are higher.

We added a position for Senior Center Cook, as well as Assistant Finance Director and Assistant City Administrator so a pay range can be established in the event of new hires during training times that overlap while Nancy and I are still here.

14. [Discussion and/or action on the Group Health Plan Benefit for Employees](#)
15. [Resolution 2017-13: Accepting Bid and Awarding Contract on the “Logan Creek Bank Stabilization Project”](#)

Background: This project will protect the north bank of Logan Creek from erosion that is threatening the trail overlook site on the east side of the Highway 15 bridge. We received three bids yesterday, which are shown attached in this packet.

Recommendation: The recommendation of the project engineer is to accept the low bid of \$76,225.44 from Robert Woehler & Sons Construction and award a contract for work to be completed before next winter.

16. [Resolution 2017-14: Accepting Bid and Awarding Contract on a new 4x4 Mower for the Park Department](#)

Background: The quotes received are in the packet and are less than the amount budgeted.

17. [Resolution 2017-15: Accepting Bid and Awarding Contract on the “Library/Senior Center Roof Replacement Project”](#)

Background: Gene is soliciting bids/proposals from a couple of roofing companies. A recommendation will be brought forward at the Council meeting. This project is needed on the 20-year old building and is budgeted for this year.

18. [Resolution 2017-16: Approving a Consultant Agreement between the City of Wayne and Northeast Nebraska Economic Development District for Comprehensive Development Planning Services — 16-CD-008 Grant](#)

Background: This agreement will retain NNEDD to complete a Comprehensive Neighborhood Improvements Plan for \$36,000, using the \$26,400 Planning Grant we were awarded, plus matching city funds. The Plan will be for neighborhood improvements, mostly in the northwest and southwest quadrants of Wayne. Past CIS funds have been used for the tornado shelter in East Park and demolition of abandoned properties and rehab of owner-occupied homes. This Plan is the first step towards applying for up to \$750,000 in future grant funds for projects in these areas.

Recommendation: Wayne is a member of the NNEDD for an annual fee of \$1.50 each times our population. The District staff writes all of our grant applications for us at no additional cost, and they are frugal with our funds and our staff time. The recommendation of Lowell Johnson, City Administrator, and Nancy Braden, Finance Director, is to approve the agreement.

19. [Resolution 2017-17: Authorizing the Borrowing of Funds from the City of Wayne Electric Fund for the LB840 Fund — \\$200,000](#)

Background: This loan will cash flow additional funds to make the LB840 loans for the event center. The loan will be paid back at 3% interest.

20. [Resolution 2017-18: Approving a Memorandum of Understanding between the City of Wayne and the Wayne Country Club](#)

Background: This Memorandum is an initial document to establish the understandings of how this project will be funded and who will own and operate the clubhouse.

21. [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 \(Third and Final Reading\)](#)
22. [Ordinance 2017-2: Amending Wayne Municipal Code, Article VI. Snow Plow Alert, Sec. 78-282 Parking on City Streets \(Third and Final Reading\)](#)
23. [Ordinance 2017-3: Adopting and Enacting a New Code for the City of Wayne, Nebraska \(Second Reading\)](#)

24. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

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

The Wayne City Council met in regular session at the Wayne Senior Center on Tuesday, February 7, 2017, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Nick Muir.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 26, 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 Haase made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meeting of January 17, 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 Councilmember Muir who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMAZON.COM, LLC, SU, 288.32; AMERICAN BROADBAND, SE, 2469.20; AMERITAS, SE, 2339.44; AMERITAS, SE, 102.34; AMERITAS, SE, 68.07; AMERITAS, SE, 100.86; AMERITAS, SE, 72.00; AMERITAS, SE, 2506.66; AMERITAS, SE, 72.00; AMERITAS, SE, 55.33; APPEARA, SE, 339.37; ARBOR DAY FOUNDATION, FE, 100.00; AWWA, FE, 300.00; BINSWANGER GLASS, SE, 586.93; BLACK HILLS ENERGY, SE, 1702.86; BLUE CROSS BLUE SHIELD, SE, 40082.53; C. H. GUERNSEY & CO, SE, 10195.09; CENTURYLINK, SE, 415.81; CITY EMPLOYEE, RE, 562.63; CITY EMPLOYEE, RE, 207.71; CITY EMPLOYEE, RE, 1310.70; CITY EMPLOYEE, RE, 93.42; CITY EMPLOYEE, RE, 247.70; CITY EMPLOYEE, RE, 139.25; CITY EMPLOYEE, RE, 769.23; CITY EMPLOYEE, SE, 445.52; CITY EMPLOYEE, RE, 307.30; CITY EMPLOYEE, RE, 357.34; CITY EMPLOYEE, RE, 476.08; CITY OF WAYNE, PY, 67496.23; CITY OF WAYNE, PY, 66729.66; COLABELLO, JACQUIN, RE, 21.05; COMMUNITY HEALTH, RE, 3.00; COMMUNITY HEALTH, RE, 3.00; DANIEL GESY, RE, 250.00; DAS STATE ACCTG-

CENTRAL FINANCE, SE, 448.00; DAVID DREDGE, RE, 500.00; DAVID ROMANS, RE, 100.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 106.64; DEMCO INC, SU, 102.13; DGR & ASSOCIATES, SE, 16807.20; DUTTON-LAINSON, SU, 536.77P; ECHO GROUP, SU, 495.57; EDSTROM, DANIEL, RE, 121.13; ELECTRONIC ENGINEERING, SE, 142.50; EMBASSY SUITE, SE, 74.00; FIRST CONCORD GROUP, SE, 2848.44; FLOOR MAINTENANCE, SU, 425.96; FOUTCH, HALEY, RE, 84.38; GALE GROUP, SU, 50.03; GENO'S STEAKHOUSE, SE, 2269.35; GOVERNMENTAL ACCOUNTING, SU, 252.00; GROSSENBURG IMPLEMENT, SU, 243.25; H.K. SCHOLZ CO, SE, 975.00; HAUFF MID-AMERICAN SPORTS, SU, 76.00; HAWKINS, INC, SU, 1565.56; HOLIDAY INN EXPRESS-KEARNEY, SE, 182.00; HOLIDAY INN OF KEARNEY, SE, 379.80; HOMETOWN LEASING, SE, 412.86; HORIZON CONSTRUCTION, RE, 100.00; HR DIRECT, SU, 749.90; HTM SALES, SU, 821.50; ICMA, SE, 8791.31; ICMA, SE, 8828.55; IRS, TX, 2781.56; IRS, TX, 11968.58; IRS, TX, 10781.27; IRS, TX, 2799.18; IRS, TX, 11127.47; IRS, TX, 11893.66; JEO CONSULTING GROUP, SE, 17190.25; JERRY F & LINDA K DORCEY, RE, 1000.00; JOHN'S WELDING AND TOOL, SU, 4.93; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KRIZ-DAVIS, SU, 654.63; LAQUINTA INNS & SUITES, SE, 388.00; LAWSON PRODUCTS, SU, 134.59; LAYNE CHRISTENSEN, SE, 16151.52; LOWER ELKHORN NRD, SU, 176.00; MAIN STREET AUTO CARE, SE, 200.00; MATT SALTZMAN, SU, 250.00; MAXIMUM SOLUTIONS, SU, 465.00; MIDWEST PARTITIONS, RE, 90.30; MIDWEST SERVICE & SALES, SU, 824.80; MILLER LAW, SE, 4726.74; MINDY HAASE, SE, 396.00; NNEDD, SE, 723.81; NE DEPT OF REVENUE, TX, 3575.02; NE DEPT OF REVENUE, TX, 3659.58; NE NEB INS AGENCY, SE, 73390.00; NE NOTARY ASSOC, SU, 104.27; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 392.00; NE RURAL WATER, FE, 275.00; NE SAFETY COUNCIL, SE, 131.21; NPPD, SE, 309948.87; NELSEN, CLARK, RE, 88.02; NeRPA, FE, 60.00; NORFOLK DAILY NEWS, SU, 156.00; NNPPD, SE, 4488.00; NNPPD, SE, 12579.22; NWOD, FE, 15.00; OCC BUILDERS, RE, 250.00; OFFICE SYSTEMS CO, SE, 316.72; ONE CALL CONCEPTS, SE, 14.34; OTTE CONSTRUCTION, SU, 710.00; OVERDRIVE, INC, 397.87; PARTS ENGINEERING, SU, 151.95; PAUL, COURTNEY, RE, 96.52; PETERS, COREY, RE, 55.76; POLICE OFFICERS' ASSOCIATION OF NE, FE, 120.00; PROGRESSIVE PROPERTIES, RE, 3809.22; PROGRESSIVE PROPERTIES, RE, 1263.15; PROGRESSIVE PROPERTIES, RE, 112.40; PSYCHOLOGICAL RESOURCES, SE, 540.00; QUALITY 1 GRAPHIC, SE, 60.00; RAINTREE DRIVE, SE, 726.00; RESCO, SU, 987.47; RICK GATHJE, RE, 100.00; SEBADE HOUSING, RE, 3881.26; STAPLES ADVANTAGE, SU, 62.97; STATE NEBRASKA BANK-PETTY CASH, RE, 442.23; STEFFEN INC, SU, 9.74; THRASHER, RE, 100.00; TOM'S BODY & PAINT SHOP, SE, 268.73; TYLER TECHNOLOGIES, SE, 200.00; UNITED WAY, RE, 10.00; VERIZON, SE, 92.85; VIAERO, SE, 221.06; WAED, SE, 7286.66; WAYNE COUNTY COURT, RE, 400.00; WAYNE COUNTY COURT, RE, 150.00; WAYNE COUNTY TREASURER, SE, 1298.20; WAYNE KIWANIS, RE, 200.00; WESCO, SU, 1543.80; WESTERN RIDGE III, RE, 1895.26; WIGMAN CO, SU, 706.53; WISNER WEST, SU, 110.50; AHERN CO, SE, 330.00; APPEARA, SE, 71.45; ARNIE'S FORD, SU, 38963.00; BAKER & TAYLOR BOOKS, SU, 389.65; BOK FINANCIAL, RE, 43530.63; BOMGAARS, SU, 1631.63; CALLAHAN, SHELBY, RE, 127.92; CARHART LUMBER CO, SU, 1256.36; CARROT-TOP INDUSTRIES, SU, 173.19; CHARTWELLS, SE, 3316.55; CHEMQUEST, SE, 595.00; CITY EMPLOYEE, RE, 274.05; COPY WRITE, SE, 95.75; DOMINGUEZ, CONNIE, RE, 331.16; DUTTON-LAINSON, SU, 315.66; EASYPERMIT POSTAGE, SU, 1805.88; ECHO GROUP, SU, 2566.80; EISCHEID, MATT, SE, 100.00; ENVIROTECH SERVICES, SU, 5482.24; EVETOVICH, MARK, SE, 150.00; FREDRICKSON OIL, SU, 597.00; GFOA, FE, 575.00; GROSSENBURG IMPLEMENT, SE, 7670.67; HATTIG CONSTRUCTION, SE, 11910.00; HEIKES AUTOMOTIVE, SE, 192.60; INGRAM BOOK CO, SU, 722.77; JAMES RUSK, FE, 100.00; JONAH SCHEFFLER, FE, 200.00; KELLY SUPPLY, SU, 64.92; KTCH, SE, 644.00; LARRY MITCHELL, RE, 250.00; LOPEZ, MADAY, RE, 18.42;

LUTT OIL, SE, 4238.60; LYNN PEAVEY CO, SU, 64.10; MAIN STREET AUTO CARE, SE, 100.00; MARCO INC, SE, 126.36; MATHESON-LINWELD, SU, 18.60; MATT SCHAUB, RE, 200.00; MICHAEL VARLEY, RE, 250.00; MIDWEST LABORATORIES, SE, 161.50; NAPA OF WAYNE, SU, 88.13; NE SALT & GRAIN CO, SU, 1747.36; NNPPD, SE, 1534.56; OSBORN, ZACHARY, RE, 50.00; PAC N SAVE, SU, 11.68; PAC N SAVE, SU, 79.50; PENGUIN RANDOM HOUSE, SU, 180.00; PITNEY BOWES, SE, 253.85; POLICE OFFICERS' ASSOCIATION OF NE, FE, 105.00; QUALITY FOOD, SU, 226.47; SHOPKO, SU, 480.94; SKARSHAUG TESTING LAB, SE, 203.04; STADIUM SPORTING GOODS, SU, 93.00; SUPERCIRCUITS, SU, 775.29; UTILITIES SECTION, FE, 160.00; UTILITIES SECTION, FE, 1910.00; VIAERO, SE, 132.19; WAYNE COUNTY CLERK, SE, 42.00; WAYNE HERALD, SE, 472.00; WAPA, SE, 22996.45; WISNER WEST, SU, 19.77

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

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

Mayor Chamberlain requested Council consideration to the following appointment: Kim Schultz to the Board of Health.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Kim Schultz to the Board of Health. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to the following appointment: Tony Carollo to the Library Board.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Tony Carollo to the Library Board. Mayor

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

Diane Bertrand, Senior Center Director, presented a proposal to convert to in-house prepared meals beginning July 1, 2017. She is already preparing in-house meals on Monday. Additional equipment will need to be purchased, and Ms. Bertrand has negotiated \$6,500 worth of mostly used commercial kitchen equipment. There is \$10,000 in the current budget to use for this proposal. There are only 2-3 other senior centers in the State that have their meals catered. In addition, only one vendor bids on the catered meals.

Administrator Johnson stated that he and staff 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, and 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.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving the proposal of the Wayne Senior Center staff to convert to in-house prepared meals beginning July 1, 2017. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Terry Galloway of Almquist, Maltzahn, Galloway & Luth, presented the FY15-16 audit.

Mr. Galloway noted that the business type activities (electric, water and sewer) are excellent. Wayne is about 49.23%; anything above 30% is considered excellent. Governmental Activities is at 13.23%, which is low and indicates the need to increase the cash reserves. The recommended is 30%.

The outstanding general obligation debt/valuation is used a lot in the bonding world to see how much taxpayer pressure is going to be needed to meet obligations as you go forward. Wayne is at 2.8%, which is very good. Anything less than 3% is excellent in Nebraska.

In regard to the City's top six revenue sources, it shows in the past three years that Wayne has had nice increases. Sales tax runs at \$235 per capita or per person, and Wayne is at \$185. This now takes into account the 1.5% sales tax. Property taxes are good for the taxpayers in Wayne. The per capita basis is \$210 per person. Wayne is asking \$141 per person. Wayne is way under what they call best practice for a City its size.

In lieu of tax payments (franchise fees) is \$120 per capita; Wayne is at \$156. State Allocation is at \$145 per capita; Wayne is at \$183. Charges for services are \$125 per capita and Wayne is at \$115. The per capita for grants is \$300; Wayne is at \$252.

Under operating income, the Electric Fund is at 3.34%; best practice is 15%. The electric rates were increased in May, 2016. The water rates were increased in 2015, which have helped the Water Fund, which is at 25.78%; best practice is 15%. In addition, the sewer rates were increased in April, 2016. The Sewer Fund is at 6.96%; best practice is 15%.

In regard to the tax levy rates, Wayne is, again, under what the recommended or statewide average is. This is very good for the taxpayers in Wayne. In the general fund, the per capita is \$180 per person; Wayne is at \$124 per person.

In regard to the State Allocations, the Highway Allocation stayed the same as last year at \$81 per capita, and Municipal Equalization went down some from \$78 per capita to \$76 per capita. Normally, cities Wayne's size get \$100 per capita and \$30 per capita respectively. Wayne is getting state revenue back to help the taxpayers of Wayne.

Mr. Galloway then reviewed the per capita costs of departments compared to the statewide average. The administrative costs to run the City of Wayne are very low compared to the other cities. The per capita cost is \$85; Wayne is at \$40.

In Public Buildings, Wayne is about \$14 per capita; the average is \$20. In Public Safety, Wayne is at about \$184 per capita; the average is \$200. Public Works is \$97 per capita; the average is \$70. The Library is about \$44 per capita, with the average being \$55 per capita. Recreation is at \$52 per capita; the average is \$60. The Community Activity Center is at \$52 per

capita, with the average being \$40 per capita. Overall, Wayne has done an excellent job in keeping the costs and expenses down in the various departments and still being able to continue the level of service that everyone is used to.

In regard to operating income, with the exception of the water fund, the others are below best practices. However, next year will reflect better on how those rate increases in electric and sewer affect those funds.

Mr. Galloway noted that his firm did not encounter any difficulties in performing the audit. He ended his presentation by stating the City has done a very good job at being good stewards with the money that is here and commended City staff on a job well done.

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to the "Benscoter Addition Planned Unit Development Replat 3." The applicant for the plat is Lou Benscoter.

Rob Woodling, developer of the Crown Homes rent-to-own project in Western Ridge, was present to talk about the project and the need for the replat of the property. They will be building 15 single-family units in the development area. This will be similar to what they did in Western Ridge. Construction would not start until the fall, with completion in the Spring of 2018. They will work with Wayne Community Housing in regard to managing the property.

The Planning Commission reviewed the matter at their public hearing on January 23, 2017, 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 Brodersen introduced Resolution 2017-6, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2017-6

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

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

Andrew Ross, Director of the Nebraska Municipal Power Pool, was present to review their proposal to prepare a financial plan and undertake a cost of service and rate design study for electric rates for the sum of \$10,185.

Councilmember Sievers introduced Resolution 2017-8, and moved for its approval; Councilmember Brodersen seconded.

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 - \$10,185.

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

Wes Blecke, Director of Wayne Area Economic Development, presented the semi-annual report of the LB840 activity.

Mayor Chamberlain declared the time was at hand for the public hearing on the One and Six Year Street Improvement Program.

Joel Hansen, Street Superintendent, presented the One and Six Year Street Improvement Program. This is a yearly requirement to receive Highway Allocation Funds from the Nebraska Department of Roads. He noted that just because a project is in the One and Six Year Street Improvement Plan does not mean the project has to be done that year.

However, if the City would want to do a project that is not in the One and Six Year Street Improvement Plan, another public hearing would have to be held to amend the plan.

Upcoming projects, which include some carry-over projects from previous year(s), include the following:

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>

M-617(105)	2017	Tomar Drive, Mando Drive, Rugby Road & E. 4 th St. – 1,800’ Construct Concrete Paving, Curb & Gutter, & Storm Drainage	\$450,000
M-617(116)	2017	W. 7 th Street from Haas Avenue to Pleasant Run – 1,650’ Storm Drainage & Sidewalk	\$110,000
M-617(118)	2017	E. 4 th Street from Thorman St to Centennial Rd. – 785’ Construct Gravel Paving & Storm Drainage	\$50,000
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 st 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 th Street from Windom St. East for 150’ – 150’ Reconstruct Concrete Paving	\$20,000
M-617(123)	2017	E. 2 nd Street from Logan St. to Nebraska St. – 260’ Reconstruct Concrete Paving, Curb & Gutter	\$45,000
M-617(124)	2017	Dearborn Street from E. 4 th Street North for 135’ – 135’ Reconstruct Concrete Paving, Curb & Gutter	\$20,000
M-617(125)	2017	E. 5 th 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 th 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	\$566,000
M-617(126)	2018	West Downtown Alley from W. 1 st to W. 4 th Street – 950’ Reconstruct Concrete Paving & Storm Sewer	\$566,000

M-617(98)	2019	Sherman Street from W. 5 th St. to W. 6 th St. – 300’ Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$ 90,000
M-617(113)	2019	Sherman Street from W. 3 rd St. to W. 4 th St. – 300’ Construct Concrete Paving, Curb & Gutter	\$ 80,000

M-617(104)	2020	S. Lincoln Street from W. 1 st St. to 300' S. of W. 1 st St. 300'	\$ 90,000
		Construct Concrete Paving, Curb & Gutter	
M-617(114)	2020	W. 2 nd 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 rd Street from Oak Dr. to 250' E. of Oak Dr. - 250'	\$ 70,000
		Construct Concrete Paving, Curb & Gutter	
M-617(117)	2021	Nebraska Street & E. 2 nd Street from E. 7 th to Logan - 2,275'	\$850,000
		Construct Concrete Paving, Curb & Gutter, Storm Drainage and 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	

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 2017-5 and moved for its approval, with the amendment to include the entire length of 4th Street; Councilmember Haase seconded.

RESOLUTION NO. 2017-5

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

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

Mayor Chamberlain declared the time was at hand for the public hearing on the land acquisition from Jason and Vickie Schulz. The purchase price is \$22,000. The property is 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.

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 Brodersen introduced Resolution 2017-7, and moved for its approval to purchase said property for the sum of \$22,000; Councilmember Giese seconded.

RESOLUTION NO. 2017-7

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

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the Purchase Agreement between the City of Wayne and Jason and Vickie Schulz, Husband and Wife, for the sum of \$22,000. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Eischeid introduced Ordinance 2017-1, and moved for approval of the second reading thereof; Councilmember Brodersen 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 Councilmember Muir who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Eischeid introduced Ordinance 2017-2, and moved for approval of the second reading thereof; Councilmember Brodersen 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 Councilmember Muir who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The following ordinance would adopt the new code for the City of Wayne.

Councilmember Giese introduced Ordinance 2017-3, and moved for approval thereof; Councilmember Eischeid seconded.

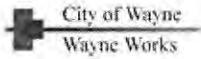
ORDINANCE NO. 2017-3

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.

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

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

all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:46 p.m.



Vendor	Payable Description	Payment Total
AMERITAS LIFE INSURANCE	POLICE RETIREMENT PERCENT	83.06
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,196.06
AMERITAS LIFE INSURANCE	AMERITAS ROTH	48.83
AMERITAS LIFE INSURANCE	POLICE RETIREMENT EMPLOYEE DONATION	72.00
APPEARA	MAT SERVICE	45.56
BAIRD HOLM LLP	WHOLESALE POWER CONTRACT	3,277.50
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
BROWN SUPPLY CO	SAFETY FLANGE REPAIR KIT/SERVICE PLUGS	571.20
BSN SPORTS, INC	PARACHUTE	74.99
CASTANEDA, GEORGINA	TRANSLATION SERVICES	25.00
CITY EMPLOYEE	VISION REIMBURSEMENT	8.00
CITY OF WAYNE	PAYROLL	76,594.44
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
DARIEN BEATTY	TRUCK BOX	1,650.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	71.16
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	87.00
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,156.77
ECHO GROUP INC JESCO	CH REMODEL-ELECTRICAL SUPPLIES	331.05
ED. M FELD EQUIPMENT CO INC	FILTERS	106.00
FIRST CONCORD GROUP LLC	ANNUAL COMPLIANCE & MAINTENANCE	400.00
FLOOR MAINTENANCE	TOILET PAPER/PAPER TOWELS/LINERS	269.40
GEOCOMM INC	GEOCOM SOFTWARE E911	3,184.00
GILL HAULING, INC	SANITATION SERVICE	170.50
HOLIDAY INN EXPRESS COLUMBUS	LODGING - FIRE DEPT	439.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	8,824.39
INTERNATIONAL PUBLIC MANAGEMENT	POLICE OFFICER TESTING	199.00
INTERSTATE BATTERY SYSTEM	BATTERY	149.97
IRS	FICA WITHHOLDING	13,060.60
IRS	MEDICARE WITHHOLDING	3,054.42
IRS	FEDERAL WITHHOLDING	10,753.98
JEO CONSULTING GROUP	SLUDGE REMOVAL/MANHOLE REPAIRS	1,564.50
JESSE & TERESA MICK	DOWN PAYMENT ASSISTANCE	28,000.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KELSEY SHIPE	AUDITORIUM DEPOSIT REFUND	150.00
KRIZ-DAVIS COMPANY	BULBS	839.84
LAQUINTA INNS & SUITES	LODGING-METER CONFERENCE	587.00
LEATHER, PAUL	UTILITY REFUND	105.67
MAIN STREET AUTO CARE	TOWING	100.00
MARCO INC	SR CENTER COPY CHARGES	1,525.00
METERING & TECHNOLOGY SOLUTIONS	WATER ERT METERS	2,901.58
N.E. NEB ECONOMIC DEV DIST	CIS SERVICES AUG-DEC 16	1,275.00

Vendor	Payable Description	Payment Total
NE DEPT OF REVENUE	STATE WITHHOLDING	3,530.25
NE NOTARY ASSOC	NOTARY STAMP-M CHINN	115.36
NE SALT & GRAIN CO	ICE CONTROL SALT	1,750.38
NEBRASKA ENVIRONMENTAL PRODUCTS	SPROCKETS/CHAIN	105.89
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	313,856.16
NHHS	POOL PERMITS	80.00
NORTHEAST NE PUBLIC POWER	RATE DISPUTE	895.85
PARTS ENGINEERING CO	PISTON/OVERHAUL KIT	195.00
RIEKES EQUIPMENT CO	HOIST INSPECTION	594.82
S & S WILLERS, INC.	GRAVEL FOR SALTING ROADS	4,754.35
SPARKLING KLEAN	JANITORIAL SERVICE	2,955.57
SUN RIDGE SYSTEMS	RIMS SUPPORT	2,898.00
THRASHER	BUILDING PERMIT DEPOSIT REFUND	100.00
TOM'S BODY & PAINT SHOP	SR CENTER VAN REPAIR	3,300.00
TORRES FAMILY RESTRAURANT	PIZZA-COUNCIL RETREAT	115.56
UNITED WAY	PAYROLL DEDUCTION	5.00
US BANK	I BEAMS/HARD DRIVE/SHELVING/THERMOSTAT ETC	6,008.07
UTILITIES SECTION	ELECTRIC METER SCHOOL	480.00
UTILITIES SECTION	SOLID WASTE SCREENING WORKSHOP	50.00
VAN DELDEN, KAREN	UTILITY REFUND	74.34
WAYNE AREA EVENT CENTER, INC	LB 840 LOAN	350,000.00
WAYNE AUTO PARTS	STARTER/HOSE/CLAMPS/FILTERS ETC	505.98
WAYNE HERALD	ADS AND NOTICES	802.25
WAYNE MARTIAL ARTS CENTER	UTILITY REFUND	30.42
WAYNE RENTALS	TIF INTEREST	12,601.24
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	252.00
WINDOM RIDGE	TIF- PRINCIPAL	2,394.18
	Grand Total:	873,899.94

Animal Permit Application

Date February 6th, 2017
Owner(s) Name Jacob Jones (402) 992-5231
Address 215 main str. Apt. 1
Species of Animal(s) African Pigmy Hedgehog
Name of Animal(s) Miles Hedgeworth
Age of Animal(s) About 7 months
Address where Animal(s) Housed 215 main str. Apt 1
Animal(s) Tag Number(s) _____
Certificate of Vaccination(s) _____ Yes No (Copy Attached)

- A. Applicant(s) shall provide to the City, a list of all property owners and residents (if other than owner) including names and address, located across the street and abutting where the animal(s) will be housed.
- B. Applicant(s) shall provide completed permit and all requested information 14 days prior to the hearing date.

The animal(s) will be required to be leashed when outside and unattended.


Applicant

Jacob L. Jones
Applicant

APPROVED this _____ day of _____, _____.

Chief of Police

Zoning Administrator

APPROVED this _____ day of _____, _____.

Mayor

City Clerk

Wayne, NE 68787

Jacob L. Jones

Pet Approval Permit

Property Owners: Lindner Construction - can provide written approval if needed

Nearby Residents/Businesses: Rachel Waddington
Temme Agribusiness

- 215 main str Apts. 2, 3, & 4 - Millie Niggelms

- Rustic Treasures 207 Main

- Coffee Shoppe 211 Main

- Moments Photography 217 Main

- Dojo below also owned by Lindners

Paul Lindner - 601 Westwood Rd

[Back to Top](#)

Betty McGuire - Keno at the Max Bar and Grill

From: "John Hassett" <stickman3@cox.net>
To: "Betty McGuire" <betty@cityofwayne.org>
Date: 2/10/2017 1:23 PM
Subject: Keno at the Max Bar and Grill
Cc: <kenjorgensen@hotmail.com>

Hello Betty,

I visited with Ken this week and we would like to offer keno at The Max Bar and Grill at 109 Main Street in Wayne. This would require City Council approval. Can you put us on the agenda for an upcoming City Council meeting.

Thanks,
John Hassett

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: American Broadband c/o Pam Adams

Address: 303 Logan
Wayne, NE 68787

Telephone No.: 402-426-6297

Date of Request: 2/14/2017

Description of Requested Topic: _____

- Provide update on current services provided to city of Wayne and its residents,
- Report of planned network upgrades to provide higher speeds for residential & business customers



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RESOLUTION NO. 2017-9

A RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO APPLY FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS.

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and for the Nebraska Public Transportation Assistance Program; and

WHEREAS, the City of Wayne desires to apply for said funds to provide public transportation in the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to apply for the above-mentioned funds and that said funds will be used for the City of Wayne's transportation operations in the FY 2017-2018 Application for Public Transportation Assistance.

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne submits herewith the Service Component Plan of Operation for a component of the Northeast Nebraska Area Agency on Aging's Plan and hereby agrees to administer such Detailed Plan of Operation in accordance with the regulations, policies and procedures prescribed by the Administration on Aging, the Nebraska Health & Human Services – Division of Aging, the Area Agency on Aging including, but not necessarily limited to the following conditions and contracts:

1. To ensure that all published material and news releases conspicuously acknowledge the Nebraska Health & Human Services – Division of Aging and the Area Agency on Aging's support of this project.
2. To report promptly and accurately to the Nebraska HHS – Division of Aging and the Area Agency on Aging when requested to do so and to supply such data and information as may be requested.
3. To make the financial and program records of the project supported by this award or contract available to representatives of the Nebraska HHS – Division of Aging and the Area Agency on Aging when requested to do so.
4. To ensure that the federal share of this III-B project year shall meet any amount less than \$18,496 but in no case shall the federal share exceed \$18,496 of the total project costs.
5. To ensure that the federal share of this III-C project year shall meet any amount less than \$24,651 but in no case shall the federal share exceed \$24,651 of the total project costs.
6. To ensure that the federal share of this III-E project year shall meet any amount less than \$0 but in no case shall the federal share exceed \$0 of the total project costs.
7. To have, and to furnish assurance thereof that it has in force, third party blanket liability coverage sufficient to protect it and the Area Agency on Aging in case of accident on the project premises.
8. To comply with Title VI of the Civil Rights Act of 1964, (P.L. 88-352), and the regulations issued pursuant thereto. An assurance of compliance with such regulations (Form AoA-441) is attached.
9. To maintain methods of personnel administration consistent with the State of Nebraska Merit System, where applicable and with a written EEO Affirmative Action Manual on file with the Nebraska HHS—Division of Aging.
10. To assure that all expenditures incurred by the sponsor will be in accordance with the cost policies of the Nebraska HHS – Division of Aging and the Department of Health, Education and Welfare as set forth in Federal Regulations Title 45, Part 74.
11. To operate in accordance with the Older Americans Act of 1965, as amended, and the regulations and instructions issued thereunder.

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

It is understood and agreed by the undersigned that: 1) Funds granted as a result of this request are to be expected for the purpose set forth herein and in accordance with all applicable laws, regulations, policies, procedures and instructions of the Area Agency on Aging, the State, the Nebraska HHS – Division of Aging and Administration on Aging of the U.S. Department of Health & Human Services; 2) Any proposed changes in the proposal as approved will be submitted in writing by the applicant and upon notification of approval by the Area Agency on Aging and the State Agency, shall be deemed incorporated into and become a part of this agreement; 3) The attached Assurance of Compliance which the Department of Health & Human Services regulations issued pursuant to Title VI of the Civil Rights Act of 1964 applies to this proposal as approved; and 4) Funds awarded by the Area Agency on Aging and the Department may be terminated at any time for violations of any terms and requirements of this Agreement.

Date _____

Signature _____

Name (please print) Ken Chamberlain

Title Mayor

III-B / III-C / III-E ASSURANCE OF COMPLIANCE
With the Department of Health, Education, and Welfare Regulations
Under Title VI of the Civil Rights Act of 1964

FY 2018

City of Wayne (hereinafter called the "Sub Recipient") **HEREBY AGREES**

THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health, Education, and Welfare (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub Recipient receives federal financial assistance from the Northeast Nebraska Area Agency on Aging, a recipient of federal financial assistance from the Department (hereinafter referred to as "NENAAA"); and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Sub Recipient by NENAAA, this assurance shall obligate the Sub Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose of which the federal financial assistance is expended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub Recipient for the period during which the federal financial assistance is expended to it by NENAAA.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Sub Recipient by NENAAA, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Sub Recipient recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that NENAAA or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below who are authorized to sign this assurance on behalf of the Sub Recipient.

Date _____

Signature _____

Name (please print) Ken Chamberlain

Title Mayor

BOARD OF DIRECTORS REVIEW STATEMENT

FY 2018

The Board of Directors for the City of Wayne has received, reviewed, and approved for submission this Center's Budget Application to the Northeast Nebraska Area Agency on Aging.

Attach a copy of the minutes of this Board meeting.

Board of Directors Signatures:

- | | |
|----------|-----------|
| 1. _____ | 9. _____ |
| 2. _____ | 10. _____ |
| 3. _____ | 11. _____ |
| 4. _____ | 12. _____ |
| 5. _____ | 13. _____ |
| 6. _____ | 14. _____ |
| 7. _____ | 15. _____ |
| 8. _____ | 16. _____ |

This review and action was made at a regular meeting
(check one) special meeting

City of Wayne
Senior Center Name

Date of Meeting (Month / Day / Year)

Ken Chamberlain
Chairman's Name (please print)

Chairman's Signature

Date Signed

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: February 7, 2017
TO: Mayor Chamberlain
Wayne City Council
FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on February 6, 2017 the Wayne Planning Commission made a recommendation on the following public hearings; the result of that recommendation is as follows:

Public Hearing: Schluz Railyard 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 Sorensen and seconded by Commissioner Giese, to approve and forward a recommendation of approval to the City Council for the Schulz Railyard 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: Rezoning Request from A-2 Agricultural Residential to A-1 Agricultural for Lot 6 of Tuffern Blue Subdivision; Applicant: Todd Luedeke

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Meisenbach, to approve and forward a recommendation of approval for the rezoning request for Lot 6 of Tuffern Blue Subdivision from A-2 Agricultural Residential to A-1 Agricultural, 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: Wayne Community Housing Study; 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 Sorensen and seconded by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council for the Wayne Community Housing Study, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

Note: The public hearing for Beaumont Valley Subdivision was not held due to lack of information needed for the plat.

JJH:cb

RESOLUTION NO. 2017-10

A RESOLUTION APPROVING THE FINAL PLAT FOR THE “SCHULZ RAILYARD ADDITION.”

WHEREAS, the Planning Commission, upon review of the Final Plat of the “Schulz Railyard Addition,” legally described as:

Legal Description:

A tract of land located in the SE1/4NE1/4 and the NE1/4SE1/4, Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of Block 28, Original Town of Wayne, Wayne County, Nebraska; thence S°02 12’06” E on the East line of said Block 28, 37.71 feet to a point on the Northwestern right-of-way line of the (abandoned) Chicago and Northwestern Transportation Company, said point being the Point of Beginning; thence S°02 06’00” E on the West right-of-way line of Main Street, 574.38 feet to a point on the North right-of-way line of Clark Street; thence S 88°02’49” W on said North right-of-way line, 315.84 feet to a point on the East right-of-way line of Pearl Street; thence N 02°02’44” W on said East right-of-way line, 400.07 feet to the Southwest corner of Lot 4 of said Block 28, said point being on the said Northwestern right-of-way line; thence N 59° 05’26” E on said Northwestern right-of-way line, 360.03 feet to the point of beginning, containing 3.53 acres, more or less,

on February 6, 2017, 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 “Schulz Railyard Addition” be approved subject to the recommendations of the Planning Commission and the foregoing “Findings of Fact.”

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

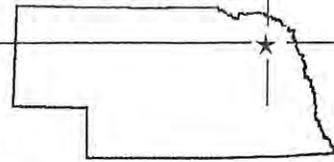
City Clerk

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR REZONING PROPERTY

Applicant TODD LUEDEKE Date 1-4-17
 Address 85726 575 Ave
 Legal Description Lot 6 Tufton Blue Subdivision
 Rezoning Change From A 2 To A I
 Reason for Rezoning Subdivision is complete and we now know what will be A-I in the 15 Acre track

Applicant's Signature

Summary of Chapter 90, Article 13 – Wayne Zoning Regulations

From time to time changes in the boundaries of the existing Zoning Districts may be made. The changes can be initiated by the City Council, Planning Commission, or by the owner of the property involved in the change. A Request for Rezoing is first submitted to the Planning Commission for consideration and their recommendation is submitted to the City Council for final action. If passed, the zoning change becomes an Ordinance and is recorded n the public records.

Rezoning procedures begin with the property owner submitting an application to the City Planner. This Rezoning Request gives the legal description of the property, the zoning change, and reasons for the rezoning. In addition to the Rezoning Request, a list of property owners with 300 feet of the proposed rezoning must be submitted. The list must include the property owner and a mailing address.

The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property owners are notified of the proposed rezoning along with the School District. A public notice is published in the local newspaper.

The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove the Rezoning Request or return it to the Planning Commission.

Date Rezoning Request Approved/Denied by Planning Commission _____

Date Rezoning Request Approved/Denied by City Council _____

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



Home of Wayne State College



Equal Housing Opportunity



A-2

R-1

A-2

A-1



ORDINANCE NO. 2017-4

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY LOCATED IN THE TUFFERN BLUE ESTATES SUBDIVISION, WAYNE COUNTY, NEBRASKA, FROM A-2 AGRICULTURAL RESIDENTIAL DISTRICT TO A-1 AGRICULTURAL DISTRICT.

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

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

Lot 6, Tuffern Blue Estates Subdivision, Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on February 6, 2017, regarding this rezoning request, and have recommended approval thereof subject to the following "Findings of Fact:"

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

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described as now in an A-1 (Agricultural District) zone.

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

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-11

A RESOLUTION APPROVING THE WAYNE COMMUNITY HOUSING STUDY.

WHEREAS, the firm of Hanna:Keelan Associates, P.C., was hired by the City of Wayne Planning Commission to conduct and prepare a housing study for the City of Wayne; and

WHEREAS, the Planning Commission held a public hearing on February 6, 2017, regarding said Housing Study, reviewed the same as to its conformity with the general plan for the development of the City as a whole, and forwarded a recommendation of approval to the City Council, with the "Finding of Fact" being staff's recommendation.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Wayne Community Housing Study, which is attached hereto and marked Exhibit "A," is hereby approved.

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-12

WHEREAS, the City of Wayne desires to amend Resolution No. 2016-64, a standard wage and salary schedule which was effective September 20, 2016;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the City of Wayne Wage & Salary Schedule shall be as follows:

CITY OF WAYNE
NON-EXEMPT WAGE AND EXEMPT SALARY SCHEDULES
Effective January 1, 2017

NON-EXEMPT WAGE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RANGE</u>		
Part-Time Employees (Lifeguards, Senior Center Activities Aid)	9.00	-	11.02
Recreation – Leisure Services Assistant I	9.00	-	11.66
Senior Center Operations Assistant	9.00	-	11.66
Custodian	9.87	-	13.14
Handi-Van Driver	10.90	-	14.57
Assistant Librarian I	11.44	-	15.53
Assistant Pool Manager	12.00	-	
Heavy Equipment Operator I	13.24	-	17.62
Pool Manager	13.50	-	15.00
Senior Center Cook	16.00		
Heavy Equipment Operator II	13.90	-	18.96
Administrative Assistant	13.90	-	18.96
Librarian 1	13.90	-	18.96
Water/Sewer Operator I	14.63	-	19.47
Light Plant Operator II	14.63	-	19.47
Account Clerk II	14.63	-	19.47
Accountant/Assistant Treasurer	14.63	-	19.47

Dispatchers	14.72	-	19.59
Mechanic	15.36	-	20.95
Dispatch Supervisor	15.70	-	20.89
Water/Wastewater Operator II	16.08	-	21.60
Assistant Street Foreman	16.08	-	21.60
Class A Licensed Electrician	16.08	-	21.60
Apprentice Lineman	16.08	-	21.60
Power Plant Foreman	17.37	-	23.12
Street Foreman	18.17	-	24.18
Patrolman	18.17	-	25.13
Water/Wastewater Operator III	18.55	-	24.69
Lineman I	18.98	-	26.65
Chief of Electric Production	19.49	-	27.76
Technology Support Specialist	20.83	-	28.13
Building Inspector/Planner/Street Superintendent	21.02	-	28.81
Lineman II	21.02	-	28.81
Water/Wastewater Foreman	21.43	-	28.77
Police Sergeant	21.86	-	28.81
Senior Lineman	22.70	-	30.21
Water Supervisor	22.70	-	31.71
Electric Line Supervisor	26.94	-	36.20

EXEMPT SALARY SCHEDULE

JOB CLASSIFICATION

Recreation Services Director	16.00	-	26.01
Community Activity Center Director	16.00	-	26.01
Sr. Citizens Center Coordinator	14.05	-	21.36

Library Director	21.45	-	28.89
Ex-Officio Treasurer for Airport	500.00		
Public Buildings Manager	300.00		
Third Party Administrator MRP	300.00		
City Clerk	25.23	-	35.46
Finance Director	26.42	-	36.09
Assistant Finance Director			
Electric Superintendent – Production	26.41	-	35.37
Police Chief	30.04	-	39.71
Electric Superintendent - Distribution	26.41	-	35.37
City Administrator			51.34

Assistant City Administrator

BE IT FURTHER RESOLVED that upon satisfactory evaluation, the progression through the exempt salary schedule and the labor grade steps shall be at least twelve (12) months, unless otherwise deemed warranted and appropriate by the City Administrator.

BE IT FURTHER RESOLVED that employees receiving wage rates less than rates scheduled herein above shall have their wage rates adjusted only upon satisfactory evaluation.

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

City of Wayne 2017 wage Scale

	P	A	B	C	D	E	F	G	H	I	J
	0/6 mo	6 mo/1 yr	1 - 2 yr	2 - 3 yr	3 - 4 yr	4 - 5 yr	5 - 6 yr	6 - 7 yr	7 - 8 yr	8 - 9 yr	9 yr & beyond
Part time employees; Life guards, Senior Center Activities Aide	\$ 9.00	\$ 9.19	\$ 9.38	\$ 9.58	\$ 9.78	\$ 9.99	\$ 10.20	\$ 10.41	\$ 10.63	\$ 10.85	\$ 11.02
Rec Leisure Service Asst; Senior Center Operations Assistant	\$ 9.00	\$ 9.23	\$ 9.47	\$ 9.72	\$ 9.97	\$ 10.23	\$ 10.50	\$ 10.77	\$ 11.05	\$ 11.34	\$ 11.66
Custodian	\$ 9.87	\$ 10.16	\$ 10.45	\$ 10.76	\$ 11.07	\$ 11.39	\$ 11.72	\$ 12.06	\$ 12.41	\$ 12.77	\$ 13.14
Handi Van Driver	\$ 10.90	\$ 11.17	\$ 11.50	\$ 11.85	\$ 12.20	\$ 12.57	\$ 12.94	\$ 13.33	\$ 13.73	\$ 14.14	\$ 14.57
Asst. Librarian 1	\$ 11.44	\$ 11.80	\$ 12.16	\$ 12.54	\$ 12.93	\$ 13.33	\$ 13.75	\$ 14.17	\$ 14.61	\$ 15.06	\$ 15.53
Heavy Equip Op I	\$ 13.24	\$ 13.62	\$ 14.02	\$ 14.43	\$ 14.84	\$ 15.27	\$ 15.72	\$ 16.17	\$ 16.64	\$ 17.12	\$ 17.62
Pool manager	\$ 13.50	\$ 13.66	\$ 13.80	\$ 13.94	\$ 14.08	\$ 14.22	\$ 14.36	\$ 14.50	\$ 14.65	\$ 14.79	\$ 15.00
Heavy Equip Op II	\$ 13.90	\$ 14.34	\$ 14.79	\$ 15.26	\$ 15.74	\$ 16.23	\$ 16.75	\$ 17.27	\$ 17.82	\$ 18.38	\$ 18.96
Admin. Assistant	\$ 13.90	\$ 14.34	\$ 14.79	\$ 15.26	\$ 15.74	\$ 16.23	\$ 16.75	\$ 17.27	\$ 17.82	\$ 18.38	\$ 18.96
Librarian 1	\$ 13.90	\$ 14.34	\$ 14.79	\$ 15.26	\$ 15.74	\$ 16.23	\$ 16.75	\$ 17.27	\$ 17.82	\$ 18.38	\$ 18.96
Water/Sew Operator I	\$ 14.63	\$ 15.05	\$ 15.49	\$ 15.94	\$ 16.40	\$ 16.87	\$ 17.36	\$ 17.87	\$ 18.39	\$ 18.92	\$ 19.47
Light Plant Op II	\$ 14.63	\$ 15.05	\$ 15.49	\$ 15.94	\$ 16.40	\$ 16.87	\$ 17.36	\$ 17.87	\$ 18.39	\$ 18.92	\$ 19.47
Account Clerk II	\$ 14.63	\$ 15.05	\$ 15.49	\$ 15.94	\$ 16.40	\$ 16.87	\$ 17.36	\$ 17.87	\$ 18.39	\$ 18.92	\$ 19.47
Accountant/Asst. Treas	\$ 14.63	\$ 15.05	\$ 15.49	\$ 15.94	\$ 16.40	\$ 16.87	\$ 17.36	\$ 17.87	\$ 18.39	\$ 18.92	\$ 19.47
Dispatchers	\$ 14.72	\$ 15.15	\$ 15.58	\$ 16.04	\$ 16.50	\$ 16.98	\$ 17.47	\$ 17.98	\$ 18.50	\$ 19.04	\$ 19.59
Mechanic	\$ 15.36	\$ 15.85	\$ 16.34	\$ 16.86	\$ 17.39	\$ 17.94	\$ 18.50	\$ 19.09	\$ 19.69	\$ 20.31	\$ 20.95
Dispatch Supervisor	\$ 15.70	\$ 16.15	\$ 16.62	\$ 17.10	\$ 17.60	\$ 18.11	\$ 18.64	\$ 19.18	\$ 19.73	\$ 20.30	\$ 20.89
WW Operator II	\$ 16.08	\$ 16.56	\$ 17.05	\$ 17.57	\$ 18.09	\$ 18.64	\$ 19.19	\$ 19.77	\$ 20.36	\$ 20.97	\$ 21.60
Asst St Foreman	\$ 16.08	\$ 16.56	\$ 17.05	\$ 17.57	\$ 18.09	\$ 18.64	\$ 19.19	\$ 19.77	\$ 20.36	\$ 20.97	\$ 21.60
Licensed Electrician	\$ 16.08	\$ 16.56	\$ 17.05	\$ 17.57	\$ 18.09	\$ 18.64	\$ 19.19	\$ 19.77	\$ 20.36	\$ 20.97	\$ 21.60
Apprentice Lineman	\$ 16.08	\$ 16.56	\$ 17.05	\$ 17.57	\$ 18.09	\$ 18.64	\$ 19.19	\$ 19.77	\$ 20.36	\$ 20.97	\$ 21.60
Power Plant Foremen	\$ 17.37	\$ 17.87	\$ 18.39	\$ 18.93	\$ 19.47	\$ 20.04	\$ 20.62	\$ 21.22	\$ 21.83	\$ 22.47	\$ 23.12
Street Foreman	\$ 18.17	\$ 18.69	\$ 19.24	\$ 19.79	\$ 20.37	\$ 20.96	\$ 21.57	\$ 22.19	\$ 22.83	\$ 23.50	\$ 24.18
Patrolman	\$ 18.17	\$ 18.77	\$ 19.38	\$ 20.02	\$ 20.69	\$ 21.37	\$ 22.07	\$ 22.80	\$ 23.55	\$ 24.33	\$ 25.13
WW Operator III	\$ 18.55	\$ 19.09	\$ 19.65	\$ 20.22	\$ 20.80	\$ 21.40	\$ 22.03	\$ 22.66	\$ 23.32	\$ 24.00	\$ 24.69
Lineman I	\$ 18.98	\$ 19.64	\$ 20.31	\$ 21.02	\$ 21.74	\$ 22.49	\$ 23.27	\$ 24.07	\$ 24.90	\$ 25.76	\$ 26.65
Chief EI Prod	\$ 19.49	\$ 20.19	\$ 20.92	\$ 21.67	\$ 22.45	\$ 23.26	\$ 24.10	\$ 24.97	\$ 25.87	\$ 26.80	\$ 27.76
Tech Support Specialist	\$ 20.83	\$ 21.46	\$ 22.12	\$ 22.79	\$ 23.49	\$ 24.20	\$ 24.94	\$ 25.70	\$ 26.49	\$ 27.30	\$ 28.13
Bldg Insp/Plan/St Supt	\$ 21.02	\$ 21.69	\$ 22.39	\$ 23.11	\$ 23.84	\$ 24.61	\$ 25.40	\$ 26.21	\$ 27.05	\$ 27.91	\$ 28.81
Lineman II	\$ 21.02	\$ 21.69	\$ 22.39	\$ 23.11	\$ 23.84	\$ 24.61	\$ 25.40	\$ 26.21	\$ 27.05	\$ 27.91	\$ 28.81
Water/Wastewater Foreman	\$ 21.43	\$ 22.05	\$ 22.71	\$ 23.39	\$ 24.10	\$ 24.82	\$ 25.56	\$ 26.33	\$ 27.12	\$ 27.93	\$ 28.77
Police Sergeant	\$ 21.86	\$ 22.47	\$ 23.10	\$ 23.75	\$ 24.41	\$ 25.10	\$ 25.80	\$ 26.52	\$ 27.26	\$ 28.03	\$ 28.81
Senior Lineman	\$ 22.70	\$ 23.35	\$ 24.03	\$ 24.73	\$ 25.44	\$ 26.18	\$ 26.94	\$ 27.72	\$ 28.53	\$ 29.35	\$ 30.21
Water Supervisor	\$ 22.70	\$ 23.47	\$ 24.26	\$ 25.09	\$ 25.94	\$ 26.82	\$ 27.74	\$ 28.68	\$ 29.65	\$ 30.66	\$ 31.71
Electric Line Supervisor	\$ 26.94	\$ 27.75	\$ 28.58	\$ 29.44	\$ 30.32	\$ 31.23	\$ 32.17	\$ 33.13	\$ 34.12	\$ 35.15	\$ 36.20

	Bottom Hourly Rate	Top Hourly Rate
City Administrator	\$ 51.34	\$ 51.34
City Clerk	\$ 25.23	\$ 35.46
Finance Director	\$ 26.42	\$ 36.09
Chief of Police	\$ 30.04	\$ 39.71
Recreation Services Director/Community Activity Center Director	\$ 16.00	\$ 26.01
Library Director	\$ 21.45	\$ 28.89
Supt. - Electric Distribution	\$ 26.41	\$ 35.37
Electric Superintendent- Production	\$ 26.41	\$ 35.37
Sr. Citizens Center Coordinator	\$ 14.05	\$ 21.36

minimum wage \$9 as of 1/1/16

2016 HEALTH INSURANCE COMPARISONS

CITY	Employer %	
	Family	Single
Wayne	70	80
Alliance	95	95
Blair	86	100
Chadron	88	95
Cozad	100	100
Crete	80	95
Gering	80	83
Gothenburg	88	98
Lexington	94	95
McCook	92	100
Nebraska City	85	85
Nebraska City Util	85	85
O'Neill	97	97
Schuyler	90	100
Seward	75	100
Sidney	91	87
S Sioux City	83	92
Wahoo	81	92
West Point	91	91
York	70	100
Mean (Average)	86	94
Median	87	95
Midpoint	87	95

RESOLUTION NO. 2017-13

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“LOGAN CREEK BANK STABILIZATION PROJECT.”**

WHEREAS, 3 bids were received on February 16, 2017, on the “Logan Creek Bank Stabilization Project;” and

WHEREAS, the bids have been reviewed by the City’s Engineer on the project, McLaury Engineering, Inc.; and

WHEREAS, McLaury Engineering, Inc., is recommending that the lowest bid, which was submitted by Robert Woehler & Sons Construction, Inc., in the amount of \$76,225.44 be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Logan Creek Bank Stabilization Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Robert Woehler & Sons Construction, Inc. Wayne, NE 68787	\$76,225.44

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

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

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

February 16, 2017

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



RE: Bid Award Recommendation
Logan Creek Bank Stabilization, 2017

Mr. Johnson,

Bids for the Logan Creek Bank Stabilization, 2017 project were opened on Thursday February 16th, 2017 at 2:00 PM. Three bids were received; Kohl Construction, K&L Construction, and RW & Sons Construction.

The engineers estimated cost of construction is \$76,419.75 including bid contingency.

Bids as read at the bid opening:

Kohl Construction	\$ 77,634.00
K& L Construction	\$109,953.00
RW & Sons Construction	\$ 76,225.44

All bidders acknowledged Addendum #1 and #2, and included a 5% Bid Bond. I have attached a bid tabulation prepared by McLaury Engineering that verifies the multiplication of the extended bid prices and total bid price.

No irregularities are noted in the bid documents. MEI recommends award of the **Bid for \$76,225.44** to RW & Sons Construction.

I am available to discuss the bid if you have any questions.

Respectfully,

Steven D. Rames, PE
McLaury Engineering Inc.

Attachments:
Bid Tab

ELK POINT (CORPORATE)
118 W. Main St
PO Box 1130
Elk Point, SD 57025
(605) 356-2308

SIOUX FALLS
5032 S Bur Oak Place
Suite #110
Sioux Falls, SD 57108
(605) 271-8998

PARKSTON
110 N. First St.
PO Box 916
Parkston, SD 57366
(605) 926-7676

WAYNE
208 Main St.
PO Box 232
Wayne, NE 68787
(402) 833-1830

CITY OF WAYNE
LOGAN CREEK BANK STABILIZATION, 2017

Bid Tabulation

NO.	ITEM	UNIT	QUANTITY	ENGINEERS ESTIMATE OF COST		Kohl Construction		K&L construction		RW & Sonts Construction	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	MOBILIZATION	LUMP SUM	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$25,500.00	\$25,500.00	\$3,800.00	\$3,800.00
2	GENERAL CLEARING AND GRUBBING	LUMP SUM	1	\$500.00	\$500.00	\$1,250.00	\$1,250.00	\$2,500.00	\$2,500.00	\$2,700.00	\$2,700.00
3	REMOVE WALK	SOYD	286	\$9.00		\$3,718.00	\$3,718.00	\$5,720.00	\$5,720.00	\$4.45	\$1,272.70
4	EXCAVATION (ESTABLISHED QUANTITY)	CUYD	270	\$15.00	\$4,050.00	\$20.00	\$5,400.00	\$30.00	\$8,100.00	\$8.24	\$2,224.80
5	EXCAVATION (BORROW)	CUYD	100	\$15.00	\$1,500.00	\$30.00	\$3,000.00	\$35.00	\$3,500.00	\$12.36	\$1,236.00
6	CONCRETE CLASS 47B-3000 SIDEWALK 7"	SOYD	286	\$50.00	\$14,300.00	\$60.00	\$17,160.00	\$38.00	\$10,868.00	\$76.22	\$21,798.92
7	PEDESTRIAN BARRIER RAIL	LF	63	\$70.00	\$4,410.00	\$25.00	\$1,575.00	\$200.00	\$12,600.00	\$20.10	\$1,266.30
8	SEEDING, TYPE A (BACKSLOPE AND DITCH)	LS	1	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,817.00	\$2,817.00
9	EROSION CONTROL, CLASS 1F	SOYD	802	\$2.50	\$2,005.00	\$3.00	\$2,406.00	\$2.50	\$2,005.00	\$6.96	\$5,581.92
10	RIPRAP FILTER FABRIC	SOYD	595	\$3.50	\$2,082.50	\$2.00	\$1,190.00	\$3.00	\$1,785.00	\$6.52	\$3,879.40
11	ROCK RIPRAP, TYPE B	TON	465	\$75.00	\$34,875.00	\$59.00	\$27,435.00	\$75.00	\$34,875.00	\$63.76	\$29,648.40
				SubTotal	\$69,472.50	SubTotal	\$77,634.00	SubTotal	\$109,953.00	SubTotal	\$76,225.44

Construction Subtotal \$69,472.50
Bid/Construction Contingency (10%) \$6,947.25
Total Estimated Construction \$76,419.75

RESOLUTION NO. 2017-14

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A NEW 4X4 MOWER FOR THE PARKS AND PUBLIC WORKS DEPARTMENTS.

WHEREAS, 2 bids were received for a new 4x4 Mower for the Parks and Public Works Departments; and

WHEREAS, staff has reviewed the bids and recommends that the bid, as submitted by the following bidder/vendor, is the most responsible and best bid/price received as follows:

<u>Name and Address</u>	<u>Amount of Bid</u>
Grossenburg Implement Wayne, NE	\$9,650 (with trade)

BE IT RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the notice calling for the proposal of a mower for the Parks and Public Works Departments be, and the same is hereby accepted.

BE IT FURTHER RESOLVED that any documents by and between the City and the bidder/vendor necessary to order and procure the said mower be executed within fifteen (15) days of the Notice of Award.

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



JOHN DEERE



Quote Id: 14625255

Prepared For:
City Of Wayne



www.grossenburg.com

South Dakota	Nebraska
Winner (605) 842-2040	Bloomfield (402) 373-4449
Pierre (605) 224-1631	Hartington (402) 254-3908
Philip (605) 859-2636	Wayne (402) 375-3325

Prepared By: **Russell Urbanec**

Grossenburg Implement, Inc.
1819 Chiefs Way
Wayne, NE 68787

Tel: 402-375-3325
Fax: 402-375-3033
Email: russurbanec@grossenburg.com

Date: 19 January 2017

Offer Expires: 03 February 2017

Confidential



JOHN DEERE



Quote Summary

Prepared For:

City Of Wayne
Po Box 8
Wayne, NE 68787
Business: 402-375-1733
RECREATE@CITYOFWAYNE.ORG

Prepared By:

Russell Urbanec
Grossenburg Implement, Inc.
1819 Chiefs Way
Wayne, NE 68787
Phone: 402-375-3325
russurbanec@grossenburg.com

Quote Id: 14625255
Created On: 19 January 2017
Last Modified On: 23 January 2017
Expiration Date: 03 February 2017

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)	\$ 23,488.06	\$ 15,765.06 X	1 =	\$ 15,765.06
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	\$ 5,241.51	\$ 3,834.94 X	1 =	\$ 3,834.94

Equipment Total \$ 19,600.00

Trade In Summary	Qty	Each	Extended
2011 JOHN DEERE 1435 - TC1435D100420	1	\$ 9,950.00	\$ 9,950.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 9,950.00
Trade In Total			\$ 9,950.00

Quote Summary

Equipment Total	\$ 19,600.00
Trade In	\$ (9,950.00)
SubTotal	\$ 9,650.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 9,650.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 9,650.00

I have \$15,000 in budget can trade for ↗

This will replace the 4x4 mower we use for holding the hills along the hwy, around retention ponds, by the C.A.C, fuel tank for power plant. When we try to mow with a Z-trac mower we just slide all the way to the bottom.

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



12750 15th Street
Grossenburg, PA 17031
610-533-8800

Quote Id: 14625255

Customer: CITY OF WAYNE

JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)

Hours:				Suggested List
Stock Number:				\$ 23,488.06
				Selling Price
				\$ 15,765.06
Code	Description	Qty	Unit	Extended
2400TC	1550 TerrainCut Commercial Front Mower (Less Mower Deck)	1	\$ 18,420.00	\$ 18,420.00
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 2,913.00	\$ 2,913.00
2011	Comfort Adjust Suspension Seat with Armrests	1	\$ 390.00	\$ 390.00
Standard Options Total				\$ 3,303.00
Dealer Attachments				
BTC10685	Slow Moving Vehicle (SMV) Kit	1	\$ 86.67	\$ 86.67
TCB10013	Dual Wheel Conversion Kit For 23x8.50-12 In. Drive Tires	1	\$ 298.53	\$ 298.53
TCB10413	Two Wheels with 23x8.50-12 In. 4PR Turf Drive Tires	1	\$ 379.86	\$ 379.86
Dealer Attachments Total				\$ 765.06
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 500.00	\$ 500.00
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 1,000.00
Suggested Price				\$ 23,488.06
Customer Discounts				
Customer Discounts Total			\$ -7,723.00	\$ -7,723.00
Total Selling Price				\$ 15,765.06

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

Hours:				Suggested List
Stock Number:				\$ 5,241.51
				Selling Price
				\$ 3,834.94



JOHN DEERE

Selling Equipment



Quote Id: 14625255

Customer: CITY OF WAYNE

Code	Description	Qty	Unit	Extended
0347TC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 4,787.00	\$ 4,787.00
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Freight	1	\$ 164.51	\$ 164.51
	EnviroCrate	1	\$ 40.00	\$ 40.00
	Setup	1	\$ 250.00	\$ 250.00
Other Charges Total				\$ 454.51
Suggested Price				\$ 5,241.51
Customer Discounts				
Customer Discounts Total			\$ -1,406.57	\$ -1,406.57
Total Selling Price				\$ 3,834.94



JOHN DEERE



Trade In

Quote Id: 14625255

Customer: CITY OF WAYNE

2011 JOHN DEERE 1435 SN# TC1435D100420	
Machine Details	
Description 2011 JOHN DEERE 1435 SN# TC1435D100420 Your Trade In Description	Net Trade Value \$ 9,950.00
Additional Options	
Hour Meter Reading	1235
Total	
\$ 9,950.00	



JOHN DEERE



GREEN LINE

Quote Summary

Prepared For:

City Of Wayne
Po Box 30
Wayne, NE 68787
Business: 402-375-1733

Prepared By:

Eric Essig
Green Line Equip., Inc.
3303 Norfolk Avenue
Po Box 1146
Norfolk, NE 68701
Phone: 402-371-7333
erice@greenlineequip.com

Quote Id: 14649193
Created On: 24 January 2017
Last Modified On: 24 January 2017
Expiration Date: 31 January 2017

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)	\$ 16,100.00 X	1 =	\$ 16,100.00
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	\$ 3,900.00 X	1 =	\$ 3,900.00
Equipment Total			\$ 20,000.00
Trade In Summary	Qty	Each	Extended
2011 JOHN DEERE 1435 24HP DIESEL FRONT MOWER - TC1435D100420	1	\$ 10,000.00	\$ 10,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 10,000.00
Trade In Total			\$ 10,000.00

Quote Summary

Equipment Total	\$ 20,000.00
Trade In	\$ (10,000.00)
SubTotal	\$ 10,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,000.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



GREEN LINE

Quote Id: 14649193

Customer: CITY OF WAYNE

JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)

Hours:

Stock Number:

Code	Description	Qty	Unit	Selling Price
2400TC	1550 TerrainCut Commercial Front Mower (Less Mower Deck)	1	\$ 18,420.00	\$ 16,100.00 Extended \$ 18,420.00
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 2,913.00	\$ 2,913.00
2011	Comfort Adjust Suspension Seat with Armrests	1	\$ 390.00	\$ 390.00
Standard Options Total				\$ 3,303.00
Dealer Attachments				
BTC10685	Slow Moving Vehicle (SMV) Kit	1	\$ 87.54	\$ 87.54
TCB10013	Dual Wheel Conversion Kit For 23x8.50-12 In. Drive Tires	1	\$ 301.52	\$ 301.52
TCB10413	Two Wheels with 23x8.50-12 In. 4PR Turf Drive Tires	1	\$ 383.66	\$ 383.66
Dealer Attachments Total				\$ 772.72
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 519.16	\$ 519.16
	EnviroCrate	1	\$ 40.00	\$ 40.00
	Setup	1	\$ 500.00	\$ 500.00
Other Charges Total				\$ 1,059.16
Suggested Price				\$ 23,554.88
Customer Discounts				
Customer Discounts Total			\$ -7,454.88	\$ -7,454.88
Total Selling Price				\$ 16,100.00

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

Hours:

Stock Number:

Selling Price

\$ 3,900.00



JOHN DEERE

Selling Equipment



GREEN LINE

Quote Id: 14649193

Customer: CITY OF WAYNE

Code	Description	Qty	Unit	Extended
0347TC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 4,787.00	\$ 4,787.00
Standard Options - Per Unit				
001A	United States and Canada	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Other Charges				
	Freight	1	\$ 164.51	\$ 164.51
	EnviroCrate	1	\$ 40.00	\$ 40.00
	Setup	1	\$ 200.00	\$ 200.00
Other Charges Total				\$ 404.51
Suggested Price				\$ 5,191.51
Customer Discounts				
Customer Discounts Total				\$ -1,291.51
Total Selling Price			\$ -1,291.51	\$ 3,900.00

RESOLUTION NO. 2017-15

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“LIBRARY/SENIOR CENTER ROOF REPLACEMENT PROJECT.”**

WHEREAS, _____ proposals were received on the “Library/Senior Center Roof Replacement Project;” and

WHEREAS, the proposals have been reviewed by the City Staff; and

WHEREAS, City Staff is recommending that the proposal, which was submitted by _____, in the amount of \$ _____ be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “Library/Senior Center Roof Replacement Project,” as submitted by the following contractor:

Bidder

Amount

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

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

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)**Betty McGuire - Pre-Development Planning Contract for Wayne's 16-CD-009**

From: "Jan Merrill" <jan@NENEDD.ORG>
To: <betty@cityofwayne.org>, "Nancy Braden" <nancy@cityofwayne.org>, "Lowell...
Date: 2/8/2017 3:54 PM
Subject: Pre-Development Planning Contract for Wayne's 16-CD-009
Attachments: CD Pre-development Planning Contract.docx

Attached you will find our Pre-Development Planning Contract for Wayne's 16-CD-008 grant.

The contract will allow NENEDD to complete the Comprehensive Development Study as stated in the grant application. Procurement will not be necessary because of the inter-local agreement between the City of Wayne and NENEDD.

Please feel free to contact me with any questions or concerns.

Jan Merrill | Community Planner
Northeast Nebraska Economic Development District
Good Life. Great Partnerships.
[402-379-1150 ext. 109](tel:402-379-1150)
www.nenedd.org



RESOLUTION NO. 2017-16

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR COMPREHENSIVE DEVELOPMENT PLANNING SERVICES.

WHEREAS, the City of Wayne wishes to enter into a Consultant Agreement with NNEDD to formalize their relationship; and

WHEREAS, the City of Wayne has been notified of CDBG Funds reservation as a result of CDBG Application 16-CD-008; and

WHEREAS, the Scope of Work included in the contract is authorized as part of the City's approved CDBG program; and

WHEREAS, it would be beneficial to the City to utilize NNEDD as an independent entity to accomplish the Scope of Work, and such endeavor would tend to best accomplish the objections of the local CDBG program; and

WHEREAS, the City agrees to compensate or reimburse NNEDD a sum of not to exceed \$36,000 to complete the Scope of Work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Consultant Agreement with NNEDD for comprehensive development planning services, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT CONSULTANT AGREEMENT FOR COMPREHENSIVE DEVELOPMENT PLANNING SERVICES

THIS AGREEMENT made and entered into by and between the City of Wayne, Nebraska, hereinafter referred to as the "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the Community and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community has been notified of CDBG funds reservation as a result of CDBG application 16-CD-008 for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the Community approved CDBG program, and

WHEREAS, it would be beneficial to the Community to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance

The effective -date of this contract shall be the date both parties sign. The termination date of the contract shall be the date DED accepts the pre-development study.

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$36,000.00. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$60/hour. It is expressly understood that claims for

reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

Should the project scope be expanded, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated lump sum fee determined at the time of authorization.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska Community Development Block Grant Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as outlined in the grant contract. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant as outlined in the grant contract.

The Community, DED and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the Community shall be that of an independent Consultant rendering professional services. The consultant shall have no authority to execute contracts or to make commitments on behalf of the Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the Community may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

- 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
 - 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

Then, the Community may terminate this contract in whole or in part and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- 1) By the Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
 - 2) If the funds allocated by the Community via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - 3) In the event the Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
 - 4) The Community may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the Community.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the Community thereto; provided, however, that claims for money by the Consultant from the Community under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

10. Reports and Information

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Community.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

14. Title VI of the Civil Rights Act of 1964

The law provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

The law provides that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's Community Development Block Grant Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

17. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.)

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

18. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

19. Executive Order 11246, As Amended

The Community, Consultant and subcontractors, if any, will comply with Executive Order 11246 as amended and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin.

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

The Community, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the Community, DED, the State Auditor and HUD.

22. Hold Harmless

The Consultant agrees to indemnify and hold harmless the Community, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the Community, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

23. Verification of Work Eligibility Status for New Employees.

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

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract. The Consultant will be responsible to the Department for enforcing this requirement with Consultant's subcontractors.

A failure by the Consultant to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring Consultant to be in default on the contract.

24. Verification of Lawful Presence for Public Benefits Eligibility (as required of applicants benefited by this contract).

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined the Consultant is, in the performance of Consultant's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Consultant shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract. See attachment #2.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, Consultant shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Consultant shall:

- a. Retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
- b. Provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
- c. Maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).
- d. Provide a summary report to the Department of Economic Development, no later than December 31st each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31st each year.

25. Governing Law

This agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising out of, or relating to this agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

WITNESS WHEREOF, the Community and the Consultant have executed this contract agreement as of the date and year last written below.

COMMUNITY

BY _____

TITLE Mayor _____

DATE _____

CONSULTANT

BY _____

TITLE Executive Director _____

DATE _____

ATTACHMENT 1

COMPREHENSIVE DEVELOPMENT PLANNING SERVICE SCOPE OF WORK

The duties and responsibilities of the Consultant under this scope of work include following:

- Data research
- Citizen participation, town hall meetings and surveys
- Prepare an analysis of the target area
- Prepare a strategy, work plan and budget
- Present the final study to the City Council and collect comments at a public hearing
- Submit the pre-development study to DED with the Phase II CD application

ATTACHMENT 2

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> (first, middle, last)
SIGNATURE	<hr/>
DATE	<hr/>

RESOLUTION NO. 2017-17

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the LB840 Economic Development Fund shall borrow from the City of Wayne Electric Fund the amount of \$200,000.00 at 3% interest, payable in equal payments over a period of seven years, and that the Mayor of the City of Wayne, Nebraska, is authorized and directed to execute on behalf of the City of Wayne, Nebraska, the Promissory Note and Security Instruments with such modifications as are deemed appropriate.

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-18

**A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WAYNE AND THE WAYNE COUNTRY CLUB,
INC.**

WHEREAS, the City of Wayne (City) is desirous of entering into a Memorandum of Understanding with the Wayne Country Club, Inc., (Country Club), a copy 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 Memorandum of Understanding between the City and the Country Club is hereby approved, and the Mayor is hereby authorized to execute the same on behalf of the City.

PASSED AND APPROVED this 21st day of February, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

This agreement is made this ____ day of _____, 2017, by and between Wayne Country Club, Inc., a Nebraska Corporation (“Country Club”), and the City of Wayne, Nebraska, a Nebraska Political Subdivision (“City”).

WHEREAS, the Country Club desires to transfer ownership of the country club clubhouse to the City; and

WHEREAS, the Country Club has received pledges of donations for clubhouse renovations; and

WHEREAS, the clubhouse will be renovated, funded in part by the Country Club and in part by the City; however, the City’s portion will only be in the amount of donations it receives for clubhouse renovations; and

WHEREAS, some donations for the renovation of the project are ready to be donated prior to the transfer of ownership to the City, and

WHEREAS, donations will be made to the City, and the City will designate those donations for clubhouse renovations.

NOW, THEREFORE, the parties acknowledge, understand, and generally agree on the following:

1. **Donations.** Beginning **March 1, 2017**, the City agrees to accept donations for the purpose of clubhouse renovations.
2. **Real Estate Transfer to City.** The Country Club will sell and transfer the real property on which the clubhouse sits to the City on or before **July 31, 2017**. The specific real property to be transferred will be surveyed prior to the transfer. All costs associated with said survey and transfer will be paid by the Country Club.
3. **City Ownership.** While it owns the clubhouse, the City will continue to accept donations for the purpose of clubhouse renovations. The City will use these donated funds to pay for renovations to the clubhouse. Specific amounts and bills to be paid will be discussed and determined between the parties. The City will not use non-donated funds to pay for clubhouse renovations. **If 2016 property taxes become due at any time during City ownership, the Country Club agrees to pay the property taxes.**

4. Information Sharing. The parties agree to share with each other any and all information pertaining to the clubhouse renovation project, including but not limited to, donation information, renovation specifications, and financials.

Dated: _____, 2017.

WAYNE COUNTRY CLUB, INC.,
a Nebraska Corporation

By _____
Lowell Heggemeyer, Director

CITY OF WAYNE, a Nebraska Political
Subdivision

By _____
Ken Chamberlain, Mayor

ATTEST:

Betty McGuire, City Clerk

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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 21st 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 21st 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 is 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