

**AGENDA
CITY COUNCIL MEETING
September 18, 2018**

1. [Call the Meeting to Order](#)
2. [Pledge of Allegiance](#)

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 Council Chambers.

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

3. [Approval of Minutes – September 4, 2018](#)
4. [Approval of Claims](#)
5. [Public Hearing: To consider the Planning Commission’s recommendation regarding a request to rezone from A-1Agricultural to R-2 Residential, the area known as Southview III Addition, more specifically located in the NW1/4SE1/4 of 13-26N-R3, East of the 6th P.M., Wayne County, Nebraska, containing 1.43 acres more or less. The applicant is the City of Wayne.](#)
6. [Ordinance 2018-26: Rezoning the area known as Southview III Addition, more specifically located in the NW1/4SE1/4 of 13-26N-R3, East of the 6th P.M., Wayne County, Nebraska, containing 1.43 acres more or less, from A-1 Agricultural to R-2 Residential](#)
7. Public Hearing: Proposed acquisition of real estate from Douglas Pierson and Tracy Pierson, Husband and Wife, more particularly described as a tract of land located in the NW1/4SE1/4 of 13-26N-R3 East of the 6th P.M., Wayne County Nebraska, more particularly described as follows: Beginning at the Northwest Corner of Southview II Addition to the City of Wayne, Nebraska; thence S 02°19'08" E on the West line of said Southview II Addition, 510.95 feet; thence S 30°43'41" E on said West line, 174.34 feet; thence N 59°19'40" E on the South line of said Southview II Addition, 355.56 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°56'44" E on said East line, 233.11 feet; thence N 85°50'29" W, 333.20 feet; thence N 30°43'41" W and parallel to the West line of said Southview II Addition, 196.02 feet; thence N 02°19'08" W and parallel to the West line of said Southview II Addition, 518.58 feet to a point on the South Right-of-Way line of Grainland Road; thence N 87°44'58" E on said South line, 30.00 feet to the Point of Beginning, containing 1.43 acres more or less.

Background: Over the past few months, the Council has taken action to annex, replat, rezone this property (1.43 acres) and to ultimately purchase the property. This property will end up serving 3 purposes: drainage ditch to collect storm water from the south central area of the southwest quadrant of town; an outlet for access to the south farm ground and future street access (continuing South Sherman); and, a .5 acre lot to be developed/split and/or sold in the future (Clark Street will abut this property).

8. [Resolution 2018-52: Approving the acquisition of real estate from Douglas Pierson and Tracy Pierson, Husband and Wife](#)
9. [Action on Application for Addition to Liquor License – Wayne Country & Golf Club \(Request is: Addition of existing clubhouse approximately 44’x48’, making the new description read: two story clubhouse approximately 92’x96,’ including the entire golf course approximately 165 acres\)](#)

Background: The Country Club is now at a place where they can request to add the additional area of the Club to their liquor license. No public hearing is required on this matter; just a simple motion.

10. [Action on Change Order Nos. 2, 3, and 4 — Wayne Country & Golf Club Project – an increase of \\$17,375.00](#)

Background: There was no change in cost on Change Order Nos. 2 and 3. Change Order No. 4, which is to change the treated decking and railing materials to Fiberon composite decking and AFCO aluminum railing, adds an additional \$17,375 to the project cost.

11. [Action on Pay Application No. 5 in the amount of \\$41,060.00 to OCC Builders, LLC, for the Wayne Golf & Country Club Clubhouse Improvement Project](#)

Background: This is for work completed and approved by the Architect on the project.

12. [Ordinance 2018-23: Amending Wayne Municipal Code Title XV Land Usage, Chapter 152 Zoning, Sec. 152.131 Fences and Screens \(Third and Final Reading\)](#)
13. [Ordinance 2018-24: Amending Wayne Municipal Code Title IX General Regulations, Chapter 91 Streets, Sidewalks and other Public Places, by adding Sec. 91.085 Parks – Open Hours \(Second Reading – tabled at the last meeting\)](#)

14. [Resolution 2018-53: Approving Rules and Regulations for Campgrounds](#)

Background: Staff is in the process of putting together a proposed set of rules and/or regulations for the campgrounds for your consideration. This will be emailed to you on Monday.

15. [Resolution 2018-54: Approving Interlocal Agreement for Building Inspection Services with the Village of Concord, Nebraska](#)

Background: This interlocal agreement formalizes each political subdivision's responsibilities for the City to assist the Village of Concord with building inspections.

16. [Resolution 2018-55: Accepting the work on the "West Inner and East Inner Conversion Electric Distribution Project" and Authorizing Final Payment in the amount of \\$54,101.92 to Karian Peterson Powerline Contracting, LLC, on the "West Inner and East Inner Conversion Electric Distribution Project"](#)

Background: The project is complete, and this Resolution will accept the project and authorize final payment to the contractor. This project's original contract price was \$690,290.43. There were contract decreases of \$153,479.67, bringing the final project cost to \$536,810.75.

17. [Discussion regarding sludge removal from the lagoon](#)
18. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
September 4, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, September 4, 2018, at 5:30 o'clock P.M.

Mayor Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Terri Buck, Jason Karsky, Matt Eischeid and Nick Muir; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on August 23, 2018, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Brodersen advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, she 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.

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, to approve the minutes of the meeting of August 21, 2018, and to waive the reading of said minutes. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: 4IMPRINT, INC., SU, 1406.04; APPEARA, SE, 90.71; BENSCOTER CONST, RE, 66.08; BLACK HILLS ENERGY, SE, 301.67; BOMGAARS, SU, 686.31; BORDER STATES INDUSTRIES, INC, SU, 409.57; BROWN PLUMBING, SU, 171.25; CENTURYLINK, SE, 422.59; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 391.65; COLONIAL RESEARCH, SU, 149.16; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DGR & ASSOCIATES SE, 1391.35; DUTTON-LAINSON, SU, 7353.04; ED M. FELD

EQUIPMENT, SU, 177.00; ENVIRONMENTAL SERVICES, SE, 110.00; ERXLBEN, RADELLE, RE, 100.00; FLOOR MAINTENANCE, SU, 353.20; GERHOLD CONCRETE, SU, 3,032.63; GIS WORKSHOP, SE, 4200.00; GROSSENBURG IMPLEMENT, SU, 95.82; HILAND DAIRY, SE, 124.32; HYDRO OPTIMIZATION, SU, 4242.00; ICMA, SE, 9614.34; JACOBSEN, TOM, RE, 500.00; JEO CONSULTING GROUP, SE, 1818.75; JMB CONTRACTING, RE, 100.00; JMB CONTRACTING, RE, 100.00; KALLHOFF, KYLE, RE, 106.97; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KELLY SUPPLY, SU, 2623.86; LAUN, GALE, RE, 14.33; MARRIOTT HOTELS, SE, 159.00; METERING & TECHNOLOGY SOLUTIONS, SU, 100.51; MILLER LAW, SE, 5259.73; MURPHY TRACTOR & EQUIPMENT, SU, 689.91; NE DEPT OF TRANSPORTATION, RE, 2221.00; NE STATE VOLUNTEER FIREFIGHTERS ASSOC, FE, 816.00; NNEDD, SE, 1110.00; NORTHEAST POWER, SE, 13417.72; OAKSTONE PUBLICATIONS, SU, 217.80; OVERDRIVE, SU, 432.70; PROGRESSIVE PROPERTIES, RE, 250.00; PROGRESSIVE PROPERTIES, RE, 250.00; PROPERTY EXCHANGE, RE, 417.47; QUALITY 1 GRAPHIC, SU, 70.00; RESCO, SU, 1431.66; RIESBERG, PAT, RE, 160.54; ROBERT WOehler & SONS, SE, 55593.00; SCHMIT, KIM, SE, 10.00; SD MYERS, SE, 396.00; SKARSHAUG TESTING LAB, SE, 283.61; STAPLES, SU, 241.81; STATE NEBRASKA BANK-PETTY CASH, RE, 99.66; THREE RIVERS LIBRARY SYSTEM, FE, 10.00; TYLER TECHNOLOGIES, SE, 1437.50; VIAERO, SE, 116.44; WAED, SE, 7853.83; WAYNE COUNTY COURT, RE, 150.00; WESCO, SU, 446.19; WISNER WEST, SU, 349.31; ZIMCO SUPPLY, SU, 357.00; AMERICAN BROADBAND, SE, 2502.87; AMERITAS, SE, 86.15; AMERITAS, SE, 72.00; AMERITAS, SE, 60.16; AMERITAS, SE, 2524.50; ARNIE'S FORD, SE, 1559.10; BOK FINANCIAL, RE, 11090.00; BOK FINANCIAL, RE, 157055.63; BORDER STATES INDUSTRIES, SU, 3742.74; BOUND TO STAY BOUND BOOKS, SU, 20.51; BRIGGS, SU, 277.80; CITY OF WAYNE, PY, 86027.39; CORE & MAIN, SU, 340.18; DEMCO, SU, 206.73; DENKLAU, MICHAEL, RE, 7.00; ECHO GROUP, SU, 58.20; FIRST CONCORD GROUP, SE, 3983.29; GAMBLE, ROBBIE, SU, 81.15; GERHOLD CONCRETE, SU, 245.00; GILL HAULING, SE, 237.50; HEIKES AUTOMOTIVE, SE, 311.37; HOMETOWN LEASING, SE, 409.53; IRS, TX, 9611.18; IRS, TX, 14332.14; IRS, TX, 3351.82; L.G. EVERIST, SU, 1403.18; MIKEY C PRODUCTIONS, SE, 210.00; NE DEPT OF REVENUE, TX, 3918.80; NORTHEAST POWER, SE, 6240.00; ONE CALL CONCEPTS, SE, 94.05; PAC N SAVE, SU, 471.64; QUALITY FOOD CENTER, SU, 23.30; RESCO, SU, 165.78; SKARSHAUG TESTING, SE, 190.70; SUBSURFACE SOLUTIONS, SU, 86.75; TYLER TECHNOLOGIES, SE, 200.00; US BANK, SU, 5816.92; UTILITIES SECTION, FE, 3106.00; WESCO, SU, 4199.75

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

Mayor Brodersen proclaimed September as "National Senior Center Month."

Mike Powicki, Director of Athletics at Wayne State College, was present requesting Council consideration to allowing them to have a fireworks display at the College after the "Family Day" football game on Saturday, September 15, 2018.

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, approving the request of Mike Powicki, Director of Athletics at Wayne State College, to have a

fireworks display at the College after the “Family Day” football game on Saturday, September 15, 2018. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Andrew Ross, Director of the Nebraska Municipal Power Pool, gave a presentation on the electric cost-of-service study he prepared on behalf of the City of Wayne. He had two proformas – one that showed no electric rate increase and one that showed a 4.3% electric rate increase. No increases would result in negative operating income and deplete the cash by year 2023. A 4.3% increase now through 2023 would increase the net operating income and hit the cash balance target. Mr. Ross is targeting a January 1st adjustment to the rates. The majority of the increase would be on the customer service charge. The whole industry is shifting towards fixed cost recovery. The only fixed revenues that a municipality has is the customer service charge. The average customer service charge is around the \$20 - \$25 range. With that said, there would probably be some relief on the commodity or energy charge. In his opinion, Wayne’s rates are too seasonal. He thought there was too big of a discrepancy between the summer and winter rates.

Mr. Ross was directed to prepare/design rates as he recommended during his presentation, with a higher fixed rate on the service charge and lower commodity charge, and flagging any of those rate classes that are being subsidized.

Mayor Brodersen declared the time was at hand for the public hearing on the Application for Community Development Block Grant Funds on behalf of Jason Sears Flooring located at 904 Jaxon Street.

Jeff Christensen, representing Northeast Nebraska Economic Development District, was present to answer questions.

Jason Sears wants to purchase the warehouse he has been renting for the past three years, located at 904 Jaxon Street in Wayne. The warehouse is a one-story building built in 2012 that is 4,180 sq. ft., with an additional 960 sq. ft. used by Grace Counseling. The total

project costs are estimated to be \$177,000 for the purchase of that warehouse. Mr. Sears and the Elkhorn Valley Bank in Wayne are requesting that the City of Wayne provide a loan in the amount of \$50,000 to purchase the warehouse. The bank has approved a loan of up to \$99,000 for the building. Mr. Sears is providing equity of \$18,000 cash. Besides the current six employees that will be maintained, the project will create one to two additional jobs (7-8 total).

Wayne's CDBG Funds will be sub-granted to Northeast Economic Development, Inc. (NED, Inc.) NED, Inc., will then loan the funds to Mr. Sears to purchase the building at 904 Jaxon Street in Wayne. The \$50,000 loan will have a 15-year term at 5.00% (fixed). Payments will be made to NED, Inc. This is the process approved by the Nebraska Department of Economic Development (DED) to de-federalize CDBG funds in our local communities.

Other funds include \$10,000 from the Wayne Area Economic Development (WAED) with a 10-year term at 0.00% interest.

The Northeast RLF Committee was presented information on credit scores, net worth, collateral, and financial information as part of the loan summary discussion and recommends this loan for approval.

Jason Sears was present to answer questions.

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

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

Councilmember Sievers introduced Resolution No. 2018-47 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2018-47

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LOAN IN THE AMOUNT OF \$50,000 TO JASON SEARS FLOORING AND SUB-GRANTING CDBG FUNDS TO NEBRASKA ECONOMIC DEVELOPMENT, INC.

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

Mayor Brodersen declared the time was at hand for the public hearing on the land acquisition from G & D Appel, LLC.

The legal descriptions are as follows:

- Lots 1, 2, 3 and 6, 7, 8 and 8' of the vacated alley adjacent to each, and Lot 5 and 14.5' of the vacated alley and 16' of the vacated alley (previously Tax Lots 8 and 9), Block 29, Original Town of Wayne, Wayne County, Nebraska; and
- Tax Lot 83, being part of the SW1/4NW1/4 of Section 18, Township 26 North, Range 4 East of the 6th P.M., Wayne County, Nebraska (By Riley's)

The address of said properties is 113 S. Main Street, Wayne, Nebraska, and the proposed purchase price is \$87,275.00.

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 Brodersen closed the public hearing.

Councilmember Eischeid introduced Resolution 2018-48, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2018-48

A RESOLUTION APPROVING THE ACQUISITION OF TWO PARCELS OF REAL ESTATE LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM G & D APPEL, LLC.

Councilmember Eischeid reintroduced Resolution 2018-48, and moved for its approval; Councilmember Greve then seconded.

RESOLUTION NO. 2018-48

A RESOLUTION APPROVING THE ACQUISITION OF TWO PARCELS OF REAL ESTATE LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM G & D APPEL, LLC, **FOR THE AMOUNT OF \$87,275.00.**

Councilmember Giese noted his dissent. He liked the idea of the City controlling its own destiny and having a blank slate on one of the most important properties downtown, but he does not feel it is the city's role to do that at this time.

Councilmember Eischeid stated he feels more confident in spending \$87,000 for this piece of property than investing hundreds of thousands of dollars again on a development like Western Ridge. He feels this is a smart move, because it is cleaning up an area that is in desperate need of a facelift.

Mayor Brodersen stated that this Resolution is to acquire the property, and does not say what the city is going to do with it.

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

Mayor Brodersen declared the time was at hand for the public hearing on the proposed FY 2018-2019 budget.

The total of the FY 2018-2019 budget is \$35,836,401. The property tax proposal for the General Fund operation is \$828,838.32, which compares to the 2017 tax asking of \$793,321.67. Pursuant to State Law, the maximum levy for a municipality is \$0.45 per \$100 of property valuation. When combined with the debt service asking, the combined amount for the proposed budget year is \$929,838.32 or \$.410444 per \$100 of property valuation, which is slightly lower than last year - \$.410485. The valuation in the community, as reported by the County Assessor for 2018 is \$226,544,459, which is up \$8,674,894 from last year.

Finance Director Beth Porter stated these numbers are based on the final numbers set at the budget work session. When preparing for the budget, an estimated 2% increase on valuation in the community was used for calculations. The actual increase was closer to 4%, which results in an increase of about \$16,000 in Property Taxes that can be set aside in the General Fund Reserve Account.

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

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

Councilmember Giese introduced Resolution 2018-49, and moved for its approval;
Councilmember Eischeid seconded

RESOLUTION NO. 2018-49

A RESOLUTION TO ADOPT THE 2018-2019 BUDGET FOR THE CITY OF WAYNE.

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

Mayor Brodersen declared the time was at hand for the public hearing regarding the tax asking/property tax levy.

To support the proposed general operating and debt service budgets for the City and the Airport Authority, a total property tax levy of \$.449048 per hundred dollars of property value is included. The levy equates to a tax request of \$1,017,295.31. Last year's general tax levy was \$.410485 per hundred dollars of valuation; this year it is \$.410444, excluding the airport.

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

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

The following Resolution would approve the final property tax request of \$929,838.32. This Resolution does not include the airport levy.

Councilmember Giese introduced Resolution 2018-50, and moved for its approval;
Councilmember Greve seconded.

RESOLUTION NO. 2018-50

A RESOLUTION APPROVING FINAL PROPERTY TAX REQUEST FOR FY 2018-2019.

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

Councilmember Giese introduced Ordinance 2018-25, and moved for its approval;
Councilmember Sievers seconded.

ORDINANCE NO. 2018-25

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Buck, to move for final approval of Ordinance No. 2018-25. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The base year started in 1998. The restricted funds are the property taxes, payments in lieu of property taxes, local option sales taxes, motor vehicle taxes, state aid, transfers of surpluses from any user fee, and any funds excluded from restricted funds for the prior year because they were budgeted for capital improvements, but which were not spent and are not expected to be spent for capital improvements. Cities are given the opportunity to increase the base limitation of the restricted funds budget by 1%. The State Auditor is also recommending that entities pass this 1% increase. This increases our base number we can use for our restricted fund revenues.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the allowable 1% increase in base limitation of the restricted funds budget. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Attorney Miller explained the agenda item (ordinance) regarding the variance for the construction of the 8' fence. She noted that the Council is not voting to grant a

variance; they are simply voting to change the ordinance to read that the Board of Adjustment may consider granting a variance. However, Nebraska statutes are very specific on when a variance can be granted, and what conditions must be met. The purpose of a variance is to deal with situations related to the property itself, not the owners of the property. All of the conditions outlined in the State Statutes have to be met as it relates to the land. Even if the ordinance passes that allows for the variance, the Board of Adjustment still has to look at the remaining conditions for granting a variance. They are all-inclusive. If it does not meet every one of those conditions, all dealing with the situation of the property, a variance is not justified.

She also noted that a variance is not meant for this sort of issue. If the Council's goal is to allow Mr. Rutenbeck to have an 8' fence for the safety of his children, then the way to go about that would be in the fence provision. While there are other options, it was her legal opinion that simply amending the ordinance to provide a means for the requesting party to go to the Board of Adjustment to get a variance, when legally a variance should never be given in this situation, is the wrong way to go about this.

Attorney Miller stated that the ordinance could include language as follows: "Fences separating residential land uses shall not exceed 6' in height; however, the City Council may, by granting a waiver, authorize the construction of a fence higher than 6,' but not exceeding 8' in height, if the Council finds the public welfare is preserved."

Councilmember Eischeid opined he did not want everyone in Wayne putting in an 8' fence. He was of the opinion it should be on a case-by-case basis.

Micki Rutenbeck was present to answer questions. He advised the Council that he has already put up a 6' privacy fence around his house. He will finish the inside with an 8' privacy fence.

Councilmember Muir introduced Ordinance No. 2018-23, and moved for approval of the second reading thereof, with the following language inserted therein:

“Fences separating residential land uses shall not exceed 6’ in height; however, the City Council may, by granting a waiver, authorize the construction of a fence higher than 6,’ but not exceeding 8’ in height, if the Council finds the public welfare is preserved.”

Councilmember Sievers seconded.

ORDINANCE NO. 2018-23

AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING, SPECIFICALLY SECTION 152.131 FENCES AND SCREENS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase and Eischeid who voted Nay, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Attorney Miller stated that several sections were added to the following ordinance to address some of the issues being experienced in Victor Park.

Joel Hansen, Building and Planning Director, suggested establishing campground rules.

Councilmember Eischeid stated that before the Council starts passing these changes, he wants to make sure that everything is in order before moving forward.

Councilmember Eischeid made a motion to table action on the second reading of Ordinance No. 2018-24; Councilmember Muir seconded.

ORDINANCE NO. 2018-24

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, BY ADDING SECTION 91.085 PARKS – OPEN HOURS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Councilmember Giese continued discussion on the open hours. In the last two years, the Police Department has been called to city parks 27 times; 15 of those calls were to the Softball Complex. His concerns were that the Council was making an otherwise normal behavior illegal.

We are justifying the law by citing selective enforcement. We are relying on the enforcement branch of government to address our failure at the legislative level. We are passing a law with the full expectation that it is not going to be fully enforced. Is the real intent of this law to keep people out of the park or is it to prevent activities that are already illegal from taking place?

Police Chief Chinn stated it may seem like we are putting rules on top of rules, but without them, the police cannot do anything. Right or wrong, they are trying to be proactive of what is going on in the parks.

Councilmember Eischeid stated he wants to protect whatever the City owns.

Councilmember Karsky was in favor of passing the ordinance. He has lived near Bressler Park for approximately 20 years, and the activity there has gotten worse over that period of time.

Councilmember Giese stated he was in favor of having closing hours at the Summer Sports Complex because he did not feel that fit into the purview of a public park. He disagrees with having a blanket policy, however, on all parks.

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

Administrator Blecke stated that Providence Medical Center is participating in a Government program called the 340(b) program. This program allows them to purchase pharmaceutical products at a discount for certain Medicare patients. One of the requirements of the program is that they provide healthcare services to low income individuals who are not entitled to benefits under Title XVIII of the Social Security Act or eligible for assistance under the State Plan (Medicaid) under that subchapter. While they think the current contract for ambulance services meets this requirement, they would like to update the Memorandum of Understanding that was originally approved in 2012 by the City just to make sure. The only change on this agreement is the date.

Councilmember Sievers introduced Resolution No. 2018-51 and moved for its approval, Councilmember Haase seconded.

RESOLUTION NO. 2018-51

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND PROVIDENCE MEDICAL CENTER.

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

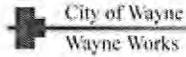
Advanced Consulting Engineering Services presented Contractor's Application for Payment No. 2 on the "2nd Street Storm Sewer Improvement Project" for \$35,019.72 to Robert Woehler & Sons Construction, Inc.

Councilmember Eischeid made a motion, which was seconded by Councilmember Muir, approving Contractor's Application for Payment No. 2 for \$35,019.72 to Robert Woehler & Sons Construction, Inc., for the "2nd Street Storm Sewer Improvement Project." Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated that The College, Public Schools, County and City meet once per quarter to discuss how our entities can share services/equipment/facilities and simply work better together. One item that the group has been discussing at its last few meetings is facilities that could be added or enhanced to benefit more than one entity. The four of us decided to put together a working group to study the possibilities of three facilities to the community: indoor swimming pool, additional gymnasium space, and a performing arts center. This working group would consider the needs for the facilities, determine economic impact...and then, if those are positive, would look at the feasibility of locations, costs, ownership, etc. This group would report back in March to its respective governing body. This agenda item is only to approve appointments to this working group. No other commitments are being asked for or made at this time.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the appointment of Jill Brodersen, Terri Buck and Bryce Meyer to the Recreation and Performing Arts Community Task Force. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 7:44 p.m.



Vendor	Payable Description	Payment Total
ADVANCED CONSULTING ENGINEERING SERVICES	2ND STREET STORM SEWER	1,875.00
ANDERSON, DERRICK	SIDEWALK COST SHARE	696.00
APPEARA	LINEN & MAT SERVICE	112.11
ARLT, NICK	SOFTBALL COMPLEX FIELD PREP	95.00
BARONE SECURITY SYSTEMS	AUDITORIUM QUARTERLY INSPECTIONS	144.00
BATTERY SOLUTIONS, LLC	BATTERY BUCKET	109.95
BORDER STATES INDUSTRIES, INC	POST POWER OUTLET BOX	286.76
BROWN PLUMBING	SEWER REPAIR	500.00
BROWN SUPPLY CO	CURB BOX/FIRE HYDRANT/COUPLING	3,028.15
CARROLL DISTRIBUTING	GAS SAW/BLADE	1,558.87
CERTIFIED TESTING SERVICES INC	2ND STREET STORM SEWER	2,096.50
CHEMQUEST, INC.	VER-DATE COOLING WATER TREATMENT	1,787.50
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	44.64
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	260.54
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	217.91
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	61.78
CITY OF MADISON	FIRE DEPT LOG PROGRAM FEES	100.00
COPY WRITE PUBLISHING	SHIPPING CHARGES	79.31
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	51.00
DHHS	GRADE IV OPERATOR TRAINING COURSE	80.00
DOLLAR GENERAL	LED LIGHTING INCENTIVE	860.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	257.48
FREDRICKSON OIL CO	TIRE	111.60
GROSSENBURG IMPLEMENT INC	TIRE/RIM ASSEMBLY/PLUG	287.34
HAUFF MID-AMERICAN SPORTS	FIELD PAINT	225.94
HEIKES AUTOMOTIVE LLC	BRAKE REPAIR ON 76' WATER WAGON	1,046.24
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	132.18
INTERSTATE ALL BATTERY	FIRE SYSTEM BATTERY	24.95
JODY KOCH CONSTRUCTION	RIGHT OF WAY BOND REFUND	1,000.00
KATHOL, GREG	SIDEWALK COST SHARE	1,110.00
LAUREL RECREATION	YOUTH VOLLEYBALL TOURNAMENT	225.00
MADISON CO COURT	BOND	300.00
MARCO INC	COPIER LEASE	126.36
MATHESON-LINWELD	OXYGEN TANK RENTAL	44.02
METERING & TECHNOLOGY SOLUTIONS	SENSUS ERT METERS	5,838.90
MIKEY C PRODUCTIONS	GREEN TEAM ELECTRONIC RECYCLING ADVERTISING	70.00
NE DEPT OF ENVIRONMENTAL QUALITY	TRANSFER STATION OPERATING FEE	500.00
NE HARVESTORE	A/C COMPRESSOR GUARD	34.33
NEXTERA ENERGY	WIND ENERGY	10,486.94
NORTHEAST NE ECONOMIC DEV DIST	16-CD-108 JULY 18 CONSTRUCTION SERVICES	480.00

Vendor	Payable Description	Payment Total
PAC N SAVE	AFTER SCHOOL SNACKS/BUDGET MEETING SUPPLIES	198.06
PITNEY BOWES INC	FOLDER LEASE	1,497.56
PROGRESSIVE PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	250.00
PROGRESSIVE PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	250.00
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	90.00
PTACEK, GREG	BUILDING PERMIT DEPOSIT REFUND	100.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	113.38
ROBERT WOEHLER & SONS	2ND STREET STORM SEWER	35,019.72
S & S WILLERS, INC.	FILL SAND/GRAVEL CONCRETE	1,590.68
SHOPKO	BOOSTER SEATS/GAMES/DVD'S/OFFICE SUPPLIES	221.78
SPARKLING KLEAN	JANITORIAL SERVICE	2,762.11
STADIUM SPORTING GOODS	EMBROIDERY ON SHIRTS	60.00
STATE NEBRASKA BANK & TRUST	SERIES 2011 PRINCIPAL & INTEREST	100,975.00
STATE NEBRASKA BANK-PETTY CASH	GREEN TEAM RECYCLING PETTY CASH	100.00
T & S TRUCKING	TRANSPORT ROCK	443.68
THE FINAL TOUCH	PAINT	38.99
TOM'S BODY & PAINT SHOP	DECALS ON SENIOR CENTER VAN	39.00
TYLER TECHNOLOGIES	VERSION X UTILITY MIGRATION	6,280.03
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,180.73
VERIZON WIRELESS SERVICES LLC	CELL PHONES	317.08
WASTE CONNECTIONS	SOFTBALL COMPLEX SANITATION SERVICE	120.60
WAYNE COUNTY CLERK	FILING FEES	54.00
WAYNE HERALD	GREEN TEAM RECYCLING ADVERTISING	136.00
WAYNE HERALD	CAC ADS	761.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	308.00
WESCO DISTRIBUTION INC	SPLICING TAPE/CONNECTORS	689.08
WESTERN AREA POWER ADMIN	ELECTRICITY	19,486.44
ZAMZOW, RILEY	SOFTBALL COMPLEX FIELD PREP	95.00
	Grand Total:	209,524.22

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: September 11, 2018

TO: Mayor Brodersen
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on September 10, 2018 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

Public Hearing: Consider a Request to Rezone from A-1 Agriculture to R-2 Residential; Applicant – City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorenson and seconded by Commissioner Meisenbach, to approve and forward a recommendation of approval to the City Council for the Request to Rezone from A-1 Agricultural to R-2 Residential, the area more specifically located in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska, containing 1.43 acres more or less, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

JJH:cb

ORDINANCE NO. 2018-26

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY OR AREA KNOWN AS SOUTHVIEW III ADDITION LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP TWENTY-SIX NORTH, RANGE THREE, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, FROM A-1 AGRICULTURAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

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

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

The area known as Southview III Addition, more specifically located in the NW1/4SE1/4 of 13-26N-R3, East of the 6th P.M., Wayne County, Nebraska, containing 1.43 acres more or less.

Section 2. That the Planning Commission held a public hearing on September 10, 2018, regarding this rezoning request, and have recommended approval thereof, with the "Finding of Fact" being 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 R-2 (Residential District) zone.

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Blaine Street

Sherman Street

Douglas Street

Lincoln Street

S. Blaine Street

S. Lincoln Street

S. Douglas Street

S. Sherman Street

W. 1st Street

Grainland Road

R-2

R-1

A-1

B-3

I-1



RESOLUTION NO. 2018-52

A RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM DOUGLAS PIERSON AND TRACY PIERSON, HUSBAND AND WIFE.

WHEREAS, City staff has concluded negotiations for the acquisition of land located in the City of Wayne, Wayne County, Nebraska, legally described as follows:

A tract of land located in the NW1/4SE1/4 of 13-26N-R3 East of the 6th P.M., Wayne County Nebraska, more particularly described as follows: Beginning at the Northwest Corner of Southview II Addition to the City of Wayne, Nebraska; thence S 02°19'08" E on the West line of said Southview II Addition, 510.95 feet; thence S 30°43'41" E on said West line, 174.34 feet; thence N 59°19'40" E on the South line of said Southview II Addition, 355.56 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°56'44" E on said East line, 233.11 feet; thence N 85°50'29" W, 333.20 feet; thence N 30°43'41" W and parallel to the West line of said Southview II Addition, 196.02 feet; thence N 02°19'08" W and parallel to the West line of said Southview II Addition, 518.58 feet to a point on the South Right-of-Way line of Grainland Road; thence N 87°44'58" E on said South line, 30.00 feet to the Point of Beginning, containing 1.43 acres more or less.

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

A tract of land located in the NW1/4SE1/4 of 13-26N-R3 East of the 6th P.M., Wayne County Nebraska, more particularly described as follows: Beginning at the Northwest Corner of Southview II Addition to the City of Wayne, Nebraska; thence S 02°19'08" E on the West line of said Southview II Addition, 510.95 feet; thence S 30°43'41" E on said West line, 174.34 feet; thence N 59°19'40" E on the South line of said Southview II Addition, 355.56 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°56'44" E on said East line, 233.11 feet; thence N 85°50'29" W, 333.20 feet; thence N 30°43'41" W and parallel to the West line of said Southview II Addition, 196.02 feet; thence N 02°19'08" W and parallel to the West line of said Southview II Addition, 518.58 feet to a point on the South Right-of-Way line of Grainland Road; thence N 87°44'58" E on said South line, 30.00 feet to the Point of Beginning, containing 1.43 acres more or less,

from Douglas Pierson and Tracy Pierson, Husband and Wife, for the sum of \$25,000.00, and other valuable consideration, and that the Mayor is hereby authorized to execute the necessary documents to carry out the acquisition thereof.

PASSED AND APPROVED this 18th day of September, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

PURCHASE AGREEMENT

This agreement is made and entered into by and between **Douglas Pierson and Tracy Pierson**, Husband and Wife, hereinafter referred to as "Seller," and **The City of Wayne, Nebraska**, a Nebraska Municipal Corporation, hereinafter referred to as "Buyer."

Seller and Buyer agree as follows:

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

A tract of land located in the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska more particularly described as follows:

Beginning at the Northwest Corner of Southview II Addition to the City of Wayne, Nebraska; thence S 02°19'08" E on the West line of said Southview II Addition, 510.95 feet; thence S 30°43'41" E on said West line, 174.34 feet; thence N 59°19'40" E on the South line of said Southview II Addition, 355.56 feet to a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 13, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°56'44" E on said East line, 233.11 feet; thence N 85°50'29" W, 333.20 feet; thence N 30°43'41" W and parallel to the West line of said Southview II Addition, 196.02 feet; thence N 02°19'08" W and parallel to the West line of said Southview II Addition, 518.58 feet to a point on the South Right-of-Way line of Grainland Road; thence N 87°44'58" E on said South line, 30.00 feet to the Point of Beginning, containing 1.43 acres more or less.

including all fixtures and equipment permanently attached to the property. The only personal property included is: None.

2. **Purchase Price.** Buyer agrees to pay to Seller, as full consideration for the above described premises, the sum of **\$25,000.00**, payable as follows:

The balance of \$25,000.00 to be paid in full at time of closing. All payments are to be made in cash, money order, or certified bank draft.

3. **Title.** Seller shall provide proof of marketable title in fee simple and furnish to Buyer, an abstract certified to date or a commitment for title insurance insuring merchantability. In the event that title insurance is used, the cost of such title insurance policy shall be split evenly between Buyer and Seller. Buyer shall be responsible for the cost of any lender's policy if one is required. Buyer agrees that should a valid defect exist, Seller shall have a reasonable time to correct said defect, not to exceed 30 days from the date of the title commitment. If there are defects that cannot be reasonably corrected within 30 days, this agreement shall be null and void and any earnest money paid upon execution shall be refunded.

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

all easements and restrictions of record and any applicable zoning regulations.

5. **Taxes.** Seller shall pay all real estate taxes up to and including for the calendar year of 2017. Taxes for the calendar year of 2018 shall be prorated to date of closing. Taxes shall be prorated on the basis of the prior year's taxes unless the current tax rate is available, in which case they shall be prorated on the basis of the current valuation and tax rate.

6. **Buyer's Inspection.** This offer is based upon the Buyer's personal inspection or investigation of the premises and not upon any representation or warranty of condition by Seller. Buyer agrees that the property is being sold in its present condition. Seller shall maintain until delivery of possession, the lawn, removal of snow from sidewalks and driveways, the heating, central air conditioning, water heater, sewer, plumbing, and electrical systems, and personal property listed above, in working condition.

7. **Risk of Loss.** This agreement shall in no manner be construed to convey the property or to give any right of possession. Risk of loss or damage to the property prior to date of closing shall rest with the Seller. Prior to closing, if the structures on the property are materially damaged by fire, explosion, or any other cause, either party may have the right to rescind this agreement and Seller shall then refund to Buyer, the earnest money.

8. **Closing and Possession.** The Parties agree to close the purchase on or before November 1, 2018. Possession of the property shall be given to Buyer at time of closing upon payment of the full purchase price herein.

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

10. **Miscellaneous.** All dirt removed from the subject property as a result of the Seller grading the property and installing a drainage ditch shall remain the property of Seller.

11. **Original Counterparts.** This agreement may be executed in one or more counterparts. Each such counterpart shall be considered an original and all of such counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

In witness whereof, the parties have hereunto set their hands on this ____ day of September, 2018.

Douglas Pierson, Seller

Tracy Pierson, Seller

Jill Brodersen, Mayor, Buyer

Betty McGuire, City Clerk: Attest

[Back to Top](#)



Pete Ricketts
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe

Executive Director

301 Centennial Mall South 5th Floor

P.O. Box 95046

Lincoln, Nebraska 68509-5046

Phone (402) 471-2571

Fax (402) 471-2814 or (402) 471-2374

TRS USER 800 833-7352 (TTY)

August 31, 2018

Wayne City Clerk
306 Pearl Street
PO Box 8
Wayne, Ne 68787-0008

Dear Clerk:

Please present the following application for **Addition** to your board and send us the results of that action.

ADDITION: Clubhouse addition

LICENSE #: C-012415

LICENSEE: WAYNE COUNTRY & GOLF CLUB

TRADE NAME: WAYNE COUNTRY & GOLF CLUB

ADDRESS: 302 EAST 21ST STREET

CITY/COUNTY: WAYNE/WAYNE

CONTACT NUMBER: 4023692626

CONTACT PERSON: TROY HARDER

EMAIL: TROYHARDER@PGA.COM

REQUEST: ADDITION OF EXISTING CLUBHOUSE APPROX 44 X 48

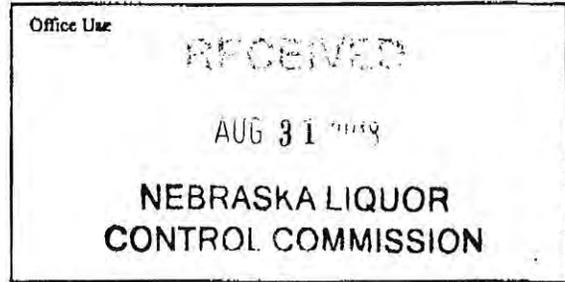
**MAKING THE NEW DESCRIPTION READ: TWO STORY CLUBHOUSE APPROX 92 X 96
INCLUDING ENTIRE GOLF COURSE APPROX 165 ACRES**

APPROVED _____ **DISAPPROVED** _____

Tracy Burmeister
Licensing Division

APPLICATION FOR ADDITION TO LIQUOR LICENSE

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Application:

- Must include processing fee of \$45.00 check made payable to the Nebraska Liquor Control Commission or you may pay online at www.ne.gov/go/NLCCpayport
- Must include a copy of the lease or deed showing ownership of area to be added. This is still required even if it's the same as on file with original application
- Must include simple hand drawn sketch showing existing licensed area and area to be added, must include outside dimensions in feet (not square feet), show direction north. NO BLUE PRINTS
- May include approval from the local governing body; no addition shall be approved unless endorsed by the local governing body
- Check with your local governing body for any additional requirements that may be necessary in making this request for addition

LIQUOR LICENSE # 012415 CLASS TYPE L
 LICENSEE NAME Wayne Country & Golf Club
 TRADE NAME Wayne Country & Golf Club
 PREMISE ADDRESS ~~RTE~~ 302 East 21st street
 CITY Wayne ZIP CODE 68787 COUNTY Wayne
 CONTACT PERSON Troy Harder
 PHONE NUMBER OF CONTACT PERSON 402-369-2626
 EMAIL ADDRESS OF CONTACT PERSON troyharder@ggc.com



1. **What is being added?**

Explain the type of addition that is being requested, i.e. beer garden, adding to building

Barbary addition 44 x 48

2. Will this addition cause the location to be within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1).

Must include supplemental Form 134 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

If proposed location is within 300 feet of a campus, the Commission may waive this restriction upon written approval from the governing body of the college or university. (Rev. Stat. 53-177)(1).

Must include supplemental Form 135 found at this link: <http://www.lcc.ne.gov/formsdiv.html>

- 3. Include a sketch of the area to be added showing:
 - ✓ existing licensed area with length & width in feet
 - ✓ area to be added with length & width in feet
 - ✓ direction north

- 4. If adding an outdoor area explain:
 - ✓ type of fencing
 - ✓ height of fence
 - ✓ length & width of outdoor area in feet

12.07 Outdoor area shall mean an outdoor area included in licensed premises, which is used for the service and consumption of alcoholic liquors and which is contained by a permanent fence, wall or other barrier approved by the Commission and shall be in compliance with all building and fire, or other applicable local ordinances. Rule Chapter 2-012.07

I acknowledge under oath that the premises as added to comply in all respects with the requirements of the act. Neb Rev Stat §53-129

Troy Harder
Signature of Licensee or Officer

State of Nebraska

County of Wayne

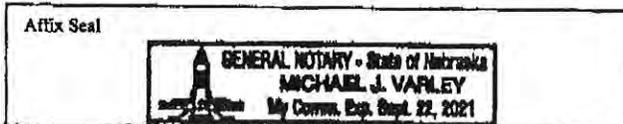
The foregoing instrument was acknowledged before me this

August 31st, 2018
Date

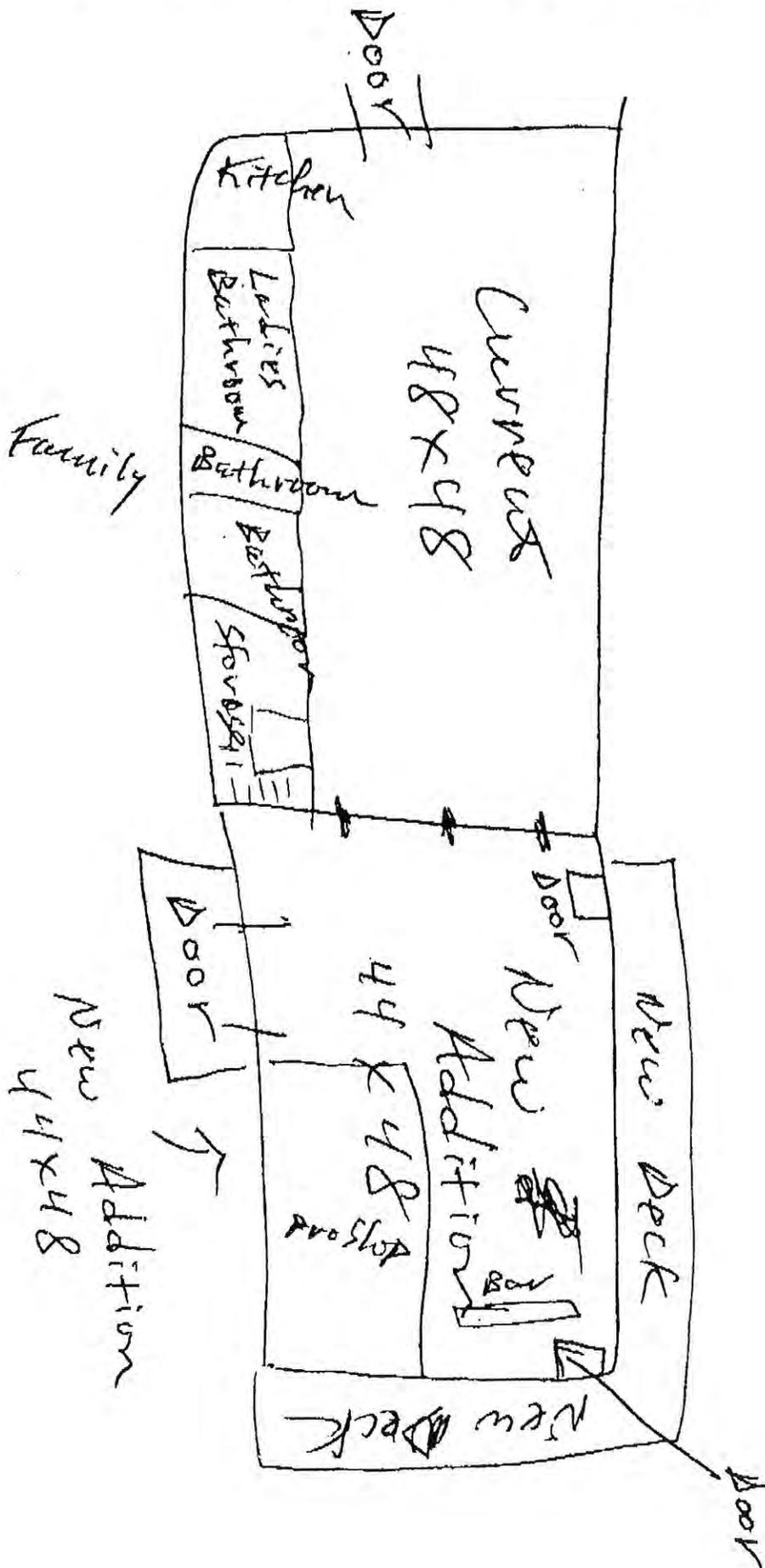
by Troy Harder

name of person acknowledged (individual(s) signing document)

[Signature]
Notary Public signature



Tony Harder
 402-369-2626
 Wayne Country Club
 Club house Addition
 Aug 31st
 2018



Aug 31st 2018

The Electricians won't be
Done until Next Friday
SEPT 7th hopefully!

Plumbing should be done
the week of SEPT 10-15th

Dry walling crew
SEPT 20 - Oct 10th

Painting + Carpet
finishing Oct 20 - Oct 30th

I'm still hopefully that if
all goes well all the above
Items could be done by Oct 10th
And if that happens be ready
to use by Oct 11th "wishful thinking"

Thanks Troy Harder
402-369-2626 cell #

P.S. I will send the \$45 check in
the mail,

Wayne State College

1111 Main Street • Wayne, Nebraska 68787 • www.wsc.edu • Member of the Nebraska State College System • *Our Focus is Your Future*

PRESIDENT
(402) 375-7200

March 7, 2018

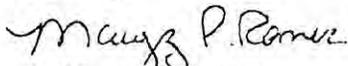
Nebraska Liquor Control Commission
301 Centennial Mall South, 5th Floor
PO Box 95046
Lincoln, NE 68509-5046

Dear Nebraska Liquor Control Commission:

I am writing at the request of Wayne Country Club regarding the updating of their liquor license. While the Country Club borders the Wayne State College campus, we have no concerns with this establishment holding a liquor license. On behalf of the College, I approve their request for a waiver associated with the Country Club's proximity to Wayne State's property.

Please let me know if you have any questions or need any further information.

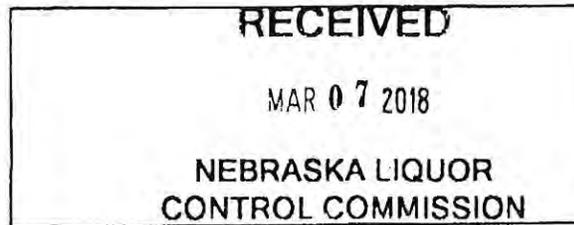
Cordially,


Dr. Marysz P. Rames
President

cc: Chancellor Carpenter
Vice Chancellor Petersen

**SUPPLEMENTAL FORM FOR APPLICATION
WITHIN 300' OF CAMPUS**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH, 5TH FLOOR
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov



PROPOSED PREMISE INFORMATION

Applicant name: Wayne Country Club
Premise name: Wayne Country Club
Premise address: 302 East 21st
City: Wayne
Type of business: Golf Course

Include a description of the justification for the waiver explaining how the proposed location complies with the findings listed:

- The impact of retail sales of alcoholic liquor for consumption on the premises on the academic mission of the college or university
- The impact on students and prospective students if such sales were permitted on or near campus
- The impact on economic development opportunities located within or in proximity to the campus

CAMPUS INFORMATION

Name of College/University: Wayne State College
Address of College/University: 1111 Main St Wayne NE 68787
City: Wayne County: Wayne
*Dr. Marysz Rames
marames1@wsc.edu*

DISTANCE FROM AFOREMENTIONED CAMPUS bordering property lines FEET

Waiver will **not** be granted without written approval from the governing body of the college or university or its designee if the physical location of the property which is the subject of the requested waiver is (a) surrounded by property owned by the college or university including any public or private easement, street, or right-of-way adjacent to the property owned by the college or university or (b) adjacent to property on two or more sides owned by the college or university including any public or private easement, street, or right-of-way adjacent to the property owned by the college or university.

RECEIVED

MAR 07 2018

LEASE AGREEMENT

NEBRASKA LIQUOR
CONTROL COMMISSION

This agreement made this 15 day of August, 2017, by and between the City of Wayne, Nebraska, a Nebraska political subdivision, hereinafter referred to as "Landlord", and Wayne Country Club, Inc., hereinafter referred to as "Tenant."

1. LEASED PREMISES. Landlord hereby leases to Tenant the following-described real property ("the property"):

A parcel of ground in the Southwest quarter of the Southwest quarter of Section 6, Township 26 North, Range 4 East of the 6th PM, Wayne County, Nebraska, further described as:

Commencing at the Southwest quarter of the Southwest quarter of Sec. 6, T26N, R4E, Thence, N° 87 41' 36" E along the south section line a distance of 923.1 feet to the Southwest corner of a parcel deeded to the Wayne Country Club and recorder in Book 33 Page 193, Wayne County;

Thence, N° 01 53' 48" W 350.0 feet along the west line of said parcel to the Northwest corner of said parcel;

Thence, S° 13 56' 12" W a distance of 123.0 feet to the Point of Beginning;

Thence, N° 45 01' 07" E a distance of 124.05 feet to a point;

Thence, S° 44 58' 53" E a distance of 93.58 feet to a point;

Thence, S° 45 01' 07" W a distance of 124.05 feet to a point;

Thence, N° 44 58' 53" W a distance of 93.58 feet to the Point of Beginning.

2. TERM. This lease shall be for a term of five years, to commence on August 15, 2017, and to end August 14, 2022. Landlord shall deliver possession of the premises to Tenant on the commencement date.

3. RENT. Tenant shall pay Landlord \$1.00 per year for the lease term, payable on September 1 of each year. Rent shall be paid to Landlord at 306 Pearl Street, Wayne, Nebraska, 68787, or at such other place as Landlord may designate in writing.

In addition, Tenant shall timely pay any property tax on the property directly to the County. Tenant shall also pay for, or reimburse Landlord for, any unexpected, unforeseen, or other out-of-pocket expenses associated with the property.

4. RENEWAL. At the expiration of the original lease term, and every lease term thereafter, this lease

RECEIVED

MAR 07 2018

agreement shall automatically renew and continue for a term of one year, unless Tenant gives notice in writing to Landlord that Tenant wishes for the lease agreement to cease at the end of the lease term. Tenant's notice must be provided to Landlord no later than three months prior to expiration of the lease term. Any duly exercised period shall be on the same terms and conditions as set forth herein, unless amended by the parties in writing.

NEBRASKA LIQUOR
CONTROL COMMISSION

5. ASSIGNMENT AND SUBLETTING. Tenant may not assign nor sublease its interest in this Lease without the written consent from Landlord.

6. MAINTENANCE AND IMPROVEMENT. Tenant shall responsible for maintaining and improving all aspects of the property during the lease term, except as otherwise noted or agreed upon by the parties in writing. Tenant's maintenance responsibilities shall include, but are not limited to: exterior and interior walls, roof, HVAC system, painting, windows, doors, mechanical equipment, and plumbing. Landlord may, at its discretion, make major renovations to the property during the lease term at Landlord's expense.

7. INSURANCE AND LIABILITY. Tenant shall at all times maintain property and liability insurance for the property, at Tenant's expense.

In addition, Tenant shall hold Landlord harmless from and against all loss, liability, or expense that may be incurred by reason of any claim arising out of or in connection with Tenant's occupancy and use of the premises.

8. UTILITIES. Tenant shall pay for all utilities for the premises, including but not limited to water, sewer, electricity, gas, telephone, television, heating, and air conditioning.

9. SEVERABILITY. If any term or provision of this Lease shall, to any extent, be determined by court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each remaining term and provisions shall be valid and enforceable.

WAYNE COUNTRY CLUB,
Tenant

By Lowell Heggemeyer
Lowell Heggemeyer, President

ATTEST:

Kevin Peterson
Kevin Peterson, Secretary

CITY OF WAYNE, a Nebraska Political
Subdivision,
Landlord

By Ken Chamberlain
Ken Chamberlain, Mayor

ATTEST:

Betty McQuire
Betty McQuire, City Clerk

RESOLUTION NO. 2017-77

**A RESOLUTION APPROVING LEASE AGREEMENT BETWEEN THE
CITY OF WAYNE AND THE WAYNE COUNTRY CLUB, LLC.**

WHEREAS, the City of Wayne is desirous of entering into a Lease Agreement with the Wayne Country Club, LLC (WCC); and

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

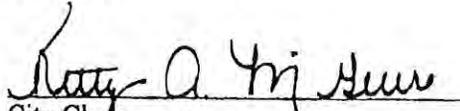
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Lease Agreement between the City of Wayne and WCC is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 15th day of August, 2017.

THE CITY OF WAYNE, NEBRASKA,

By  _____
Mayor

ATTEST:

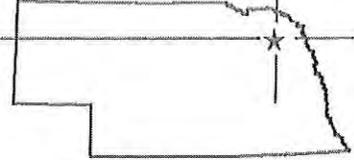

City Clerk

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 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: Rusty Parker

Address: 1203 LAUNDALe DRIVE
WAYNE, NE 68787

Telephone No.: 402-369-1273

Date of Request: 9-7-18

Description of Requested Topic: Change Order to
City of Wayne - Clubhouse Improvement
Project.





CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Clubhouse Improvement Project**
 Owner Project No.: **CEP No.: 2**
 Architect Project No.: **Date: September 5, 2018**
 Contractor Project No.: **18-04**

Description of proposed change(s):

Provide lowering of new basement floor height to match existing, and change North wall design to a 9' poured concrete wall in lieu of wood framed with exterior/interior finishes.

No Change in Cost

TOTAL AMOUNT OF CHANGE: \$0.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: _____
Contractor

Date: _____

RECOMMENDED APPROVAL

BY: _____
Architect

Date: _____

APPROVED

BY: _____
Owner

Date: _____



CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Clubhouse Improvement Project**
 Owner Project No.: **CEP No.: 3**
 Architect Project No.: **Date: September 5, 2018**
 Contractor Project No.: **18-04**

Description of proposed change(s):

Provide redesign of Men's 109 and Women's 110 Restrooms to allow for a new additional single stall Unisex Restroom 112 per the attached drawing.

No Change in Cost

TOTAL AMOUNT OF CHANGE: \$0.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: _____
Contractor

RECOMMENDED APPROVAL

Date: _____

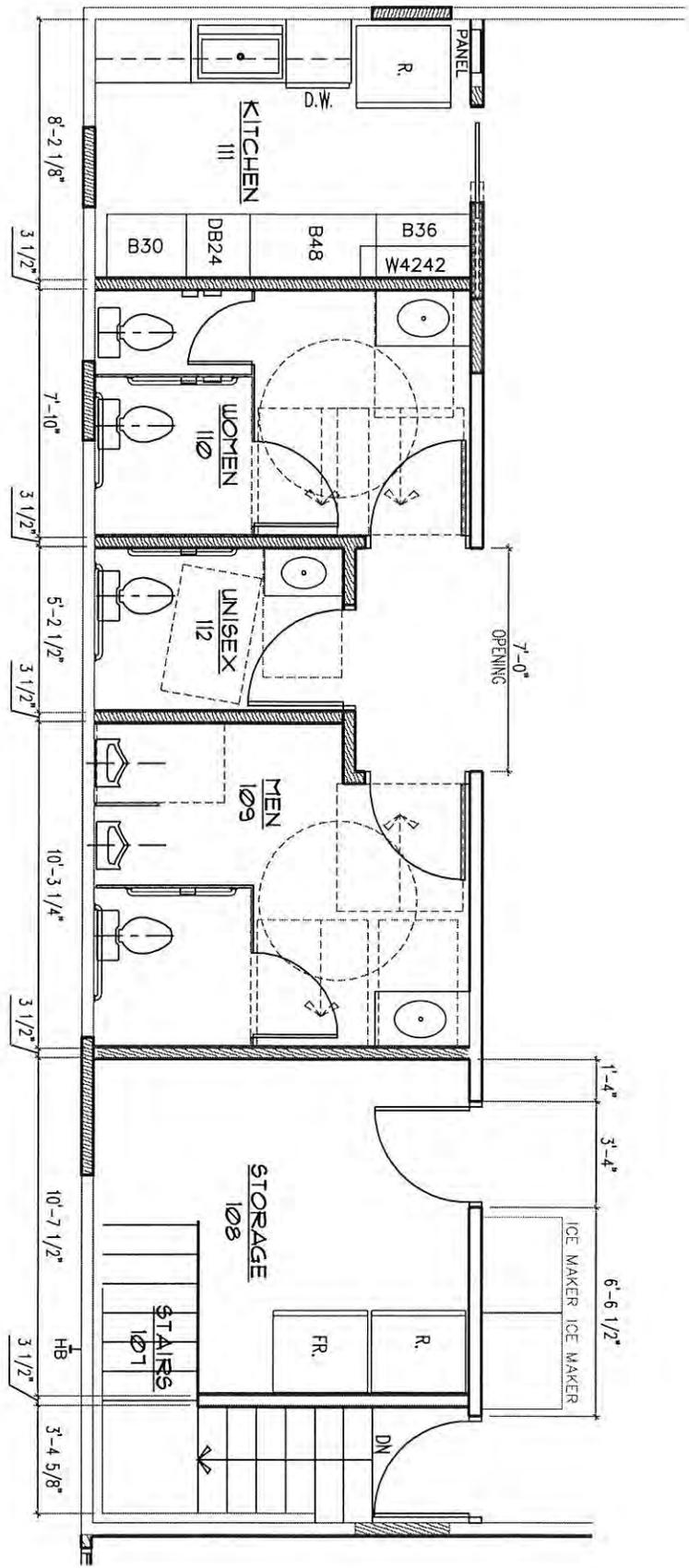
BY: _____
Architect

APPROVED

Date: _____

BY: _____
Owner

Date: _____





CHANGE ESTIMATE PROPOSAL

Project: **City of Wayne – Clubhouse Improvement Project**
 Owner Project No.: **CEP No.: 4**
 Architect Project No.: **Date: September 5, 2018**
 Contractor Project No.: **18-04**

Description of proposed change(s):

Provide material upgrade to change treated decking and railing materials to Fiberon composite decking and AFCO aluminum railing at the new deck.

Credit Treated Decking Materials	<\$ 2,790.00>
Credit Treated Railing Materials	<\$ 1,630.00>
Add Fiberon Composite Decking Materials	\$ 16,775.00
Add AFCO Aluminum Railing Materials	\$ 5,020.00
Total:	\$ 17,375.00

TOTAL AMOUNT OF ADD: \$17,375.00

All work shall be in accordance with the terms, stipulations and conditions of the original contract. No change in time shall be considered unless requested herein. A fully executed copy of this proposal is authorization for the Contractor to proceed with the work and for the Architect to issue a Change Order to the construction agreement.

BY: _____
Contractor

Date: _____

RECOMMENDED APPROVAL

BY: _____
Architect

Date: _____

APPROVED

BY: _____
Owner

Date: _____



PROGRESS BILLING

TO (OWNER): City Of Wayne
306 Pearl Street
Wayne, Nebraska 68787

PROJECT: Wayne Golf & Country Club
Clubhouse Improvement Project

FROM (CONTRACTOR): OCC Builders, LLC.
521 South Centennial Road
Wayne, Nebraska 68787

CONTRACTORS PROJECT NO.: 18-04
PERIOD THROUGH: August 31, 2018
APPLICATION DATE: August 31, 2018
APPLICATION NO.: #5

Application is made for Payment, as shown below, in connection with the Contract. Cost Breakdown is attached.

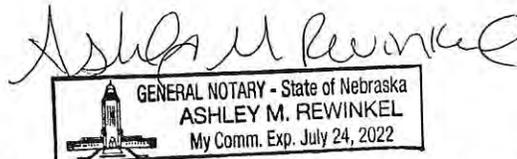
1. ORIGINAL CONTRACT SUM	\$	569,000.00
2. NET CHANGE BY CHANGE ORDERS (see attached)	\$	-50,785.00
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$	518,215.00
4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet)	\$	218,231.00
5. RETAINAGE:		
a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet)	\$	21,826.00
b. 10% of Stored Material (Column F on Cost Breakdown Sheet)	\$	0.00
TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet)	\$	21,826.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	196,405.00
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	155,345.00
8. CURRENT PAYMENT DUE	\$	41,060.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	321,810.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Application for Payment is to be received by the Architect no later than the last day of the month, and the Owner shall make payment to the Contractor no later than the last day of the following month.

CONTRACTOR: OCC Builders LLC.

By: [Signature] Date: 8/31/18

State of: Nebraska
County of: Wayne
Subscribed and sworn to before
me this 31 day of August, 2018



Notary Public:
My Commission expires:

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

\$ _____

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



COST BREAKDOWN SHEET

CITY OF WAYNE - CLUBHOUSE IMPROVEMENT PROJECT
 CONTRACTORS PROJECT NO.: 18-04
 PERIOD THROUGH: August 31, 2018
 APPLICATION DATE: August 31, 2018
 APPLICATION NO.: #5

APPLICATION AND CERTIFICATED FOR PAYMENT - Contractor's signed Certification is attached.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			WORK COMPLETED FROM PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD					
	General Conditions & Project Start-Up	16,800	8,360	2,056	0	0	10,416	6,384	1,042
	Soils Testing	1,150	0	0	0	0	0	1,150	0
	Concrete Foundations, Walls, & Waterproofing	24,800	24,800	0	0	0	24,800	100%	2,480
	Backfilling & Drain Tile	3,705	3,705	0	0	0	3,705	100%	371
	Rigid Insulation at Foundation Walls	2,070	0	0	0	0	0	0%	0
	Concrete Floor Slab	11,640	11,640	0	0	0	11,640	100%	1,164
	Concrete Sloop & Sidewalk Site Paving	23,000	1,895	0	0	0	1,895	8%	190
	Brick Masonry	5,730	0	0	0	0	0	0%	0
	Demolition, Rework, & Infill	26,720	22,178	4,542	0	0	26,720	100%	2,672
	Wall Framing & Sheathing	16,385	14,026	2,359	0	0	16,385	100%	1,639
	Floor Framing & Sheathing	23,380	20,200	3,180	0	0	23,380	100%	2,338
	Roof & Canopy Framing & Sheathing	33,510	33,510	0	0	0	33,510	100%	3,351
	Asphalt Shingle Roofing	10,600	1,155	9,445	0	0	10,600	100%	1,060
	Cement Board Soffit & Fascia	11,750	0	0	0	0	0	0%	0
	Foil Faced Insulation Sheathing	6,815	6,815	0	0	0	6,815	100%	682
	Cement Board Siding	19,460	0	0	0	0	0	0%	0
	Gutters & Downspouts	3,105	0	0	0	0	0	0%	0
	Treated Wood Deck	20,400	8,905	0	0	0	8,905	44%	891
	Insulation	6,600	0	0	0	0	0	0%	0
	Drywall	27,560	0	0	0	0	0	0%	0
	Aluminum Entries	18,650	0	0	0	0	0	0%	0
	Aluminum Windows	16,490	15,490	1,000	0	0	16,490	100%	1,649
	Basement Door, Frame, & Hardware	2,690	0	0	0	0	0	0%	0
	Interior Millwork (Doors, Hardware, Casing, Base, Borrowlities)	21,100	0	0	0	0	0	0%	0
	Cabinetry (Bar, Kitchen, Sinks, Etc.)	30,040	0	0	0	0	0	0%	0
	Painting, Staining, Joint Sealants	28,260	0	0	0	0	0	0%	0
	Finish Flooring	12,980	0	0	0	0	0	0%	0
	Toilet Partitions & Accessories	4,230	0	0	0	0	0	0%	0
	Electrical	90,695	3,305	13,240	0	0	16,545	18%	1,655
	Plumbing & Site Utilities	20,690	1,060	3,780	0	0	4,840	23%	484
	HVAC	27,995	3,240	9,550	0	0	12,790	46%	1,279
	ORIGINAL CONTRACT AMOUNT	569,000	180,284	49,152	0	0	229,436	40%	22,947
	CHANGE ORDERS								
	Items #1-#10								
1	Credit Exterior & Interior Painting Labor Only	(12,240)	0	0	0	0	0	0%	0
2	Credit Shingle Roofing Labor Only	(3,530)	0	(3,530)	0	0	(3,530)	100%	(353)
3	Delete 1" Foil Faced Insulation at Perimeter	(6,815)	(6,815)	0	0	0	(6,815)	100%	(682)
4	Retesign Aluminum Entry Door Systems & Hardware Changes	(3,130)	0	0	0	0	0	0%	0
5	Change Siding to 7" Reveal in Lieu of 4" Reveal	(2,900)	0	0	0	0	0	0%	0
6	Delete Prairie Style Grids in Windows	(860)	(860)	0	0	0	(860)	100%	(86)
7	Delete Oak Ceiling Trims at Coiffers	(4,510)	0	0	0	0	0	0%	0
8	Change 1x Oak Trims to Heritage Style Oak Trims	(1,750)	0	0	0	0	0	0%	0
9	Delete 2" Rigid Insulation at Poured Concrete Walls in Basement	(2,070)	0	0	0	0	0	0%	0
10	Delete Finish Flooring Material & Labor Throughout	(12,980)	0	0	0	0	0	0%	0
	SUB-TOTAL CHANGE ORDERS	(50,785)	(7,675)	(3,530)	0	0	(11,205)	22%	(1,121)
	ADJUSTED CONTRACT AMOUNT PER CHANGE ORDERS	518,215	172,609	45,622	0	0	218,231	42%	21,826

ORDINANCE NO. 2018-23

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.131 FENCES AND SCREENS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Title XV, Chapter 152, Section 152.131 of the Municipal Code of Wayne, is hereby amended as follows:

§ 152.131 FENCES AND SCREENS.

Except as otherwise specifically provided in this chapter and in other codes and regulations, the following regulations shall apply to the construction of fences and screening.

(A) No non-agricultural fence shall be constructed without a permit and no fence or screen may be constructed which will constitute a traffic hazard.

(B) No fence shall be constructed in such a manner or be of such design as to be hazardous or dangerous to persons or animals.

(C) Any fence which is designed or constructed with one side being a finished side, or more visually appealing than the other side, shall be built with that side facing the neighboring properties and street. If supporting structures are only visible from one side of the fence, that side must face the interior of the property.

(D) (1) Fences separating residential land uses shall not exceed six feet in height; **however, the City Council may, by granting a waiver, authorize the construction of a fence higher than 6,' but not exceeding 8' in height, if the Council finds the public welfare is preserved."**

(2) Fences separating residential and non-residential land uses or between two non-residential land uses shall not exceed eight feet in height.

(E) No fence, except fences erected upon public or parochial school grounds or in public parks and in public playgrounds, shall be constructed of a height greater than eight feet; however, the Board of Adjustment may, by granting a variance, authorize the construction of a fence higher than eight feet if the Board of Adjustment finds the public welfare is preserved.

(F) Where fences, screens or obstructions are constructed to prohibit view, from one side of the fence, screen, or obstruction to the other side, no such screen or fence shall be located in the front yard, when a sidewalk exists on the adjacent terrace. No such screen or fence shall be located within 20 feet of the back of the curb of the adjacent street. The placement of a future sidewalk in the adjacent terrace shall require such screen or fence to be removed from the front yard.

(2002 Code, § 90-702) (Ord. 93-11, passed 9-28-1993; Ord. 2018-8, passed 4-17-18)

Section 2. That the Planning Commission held a public hearing on August 6, 2018, regarding this matter, and have recommended approval thereof subject to the following "Finding of Fact:"

- According to the Planning Commission's discussion.

Section 3. The original Section and any other sections in conflict with this ordinance are hereby repealed.

Section 4. 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 _____, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-24

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, BY ADDING SECTION 91.085 PARKS – OPEN HOURS; SECTION 91.086 PARKS – OVERNIGHT CAMPING DEFINED; SECTION 91.087 PARKS – FIRES; SECTION 91.088 PARKS – ANIMALS; SECTION 91.089 PARKS – CAMPING, TIME LIMIT; PARKS 91.090 PARKS – VIOLATION, PENALTY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Title IX General Regulations, Chapter 91 Streets Sidewalks and other Public Places, of the Municipal Code of Wayne, is hereby amended by adding the following sections:

§ 91.085 PARKS – OPEN HOURS

The following city parks shall be open from 5:00 a.m. until 11:00 p.m. daily, with said hours of operation to be posted at the entrance to the park and/or shelter. It shall be unlawful for any person to be present in the following parks, except during such hours, or except upon the authority of the City Council granted by this ordinance:

- Ashley Park
- Bressler Park
- East Park
- Baseball Complex/**Hank Overin Field**
- Summer Sports Complex/Dog Park
- Viken Park
- Old Swimming Pool Park
- Sunnyview Park
- Vintage Hill Park
- Beverly Park

§ 91.086 PARKS – OVERNIGHT CAMPING DEFINED.

Overnight camping is hereby defined as the temporary outdoor lodging for recreational purposes, and presupposes the occupancy of a shelter designed for such purpose, such as a sleeping bag, tent, trailer, station wagon, pick-up camper, camper-bus, or other vehicle modified as suitable for camping, as well as the possession and use of camping equipment after park hours.

§ 91.087 PARKS – FIRES

Fires shall be permitted only in fireplaces, grills, or other fire facilities provided by the city, and it shall be illegal for any person to ignite fires in any other place or have any open fires other than above stated. It shall be legal to use privately owned cooking devices such as gasoline or propane stoves, charcoal grills, and similar devices, provided the use of such devices is restricted to the picnic and camping areas, and provided further that no property, real or personal, is subject to damage from the use of such device.

§ 91.088 PARKS – ANIMALS

All animals brought to the campground shall be kept on a leash.

§ 91.089 PARKS – CAMPING, TIME LIMIT

The maximum number of consecutive nights an overnight camper, as defined in this Chapter, may stay at the campgrounds is seven (7), unless written consent is given by the **Police Department**. Campers are subject to fees as posted. **The Council shall set the fees to be charged by resolution and shall file a copy of the fees in the office of the City Clerk for public inspection at any reasonable time.**

§ 91.090 PARKS – VIOLATION, PENALTY

Any person or persons who violate or refuse to comply with the provisions of this Chapter shall be deemed guilty of a misdemeanor, and subject to the penalties outlined in Section 10.99. Each day that such violation continues shall constitute a separate offense.

Section 2. The original section and any other sections in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting, as required by law.

PASSED AND APPROVED this _____ day of _____, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2018-54

A RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH THE VILLAGE OF CONCORD, NEBRASKA, FOR BUILDING INSPECTION SERVICES (2018).

WHEREAS, the City of Wayne, Nebraska, is desirous to enter into an Interlocal Agreement with the Village of Concord, Nebraska, for building inspection services; and

WHEREAS, the City of Wayne, Nebraska, is agreeable to entering into an Interlocal Agreement with the Village of Concord to provide said services as provided therein.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement with the Village of Concord, Nebraska, a copy of which is attached hereto, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this 18th day of September, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

INTERLOCAL AGREEMENT
FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Wayne, Nebraska, a Municipal Corporation, hereinafter referred to as "WAYNE", and the Village of Concord, Nebraska, a Municipal Corporation, hereinafter referred to as "CONCORD", WITNESSETH:

WHEREAS, WAYNE presently maintains and provides building inspection services in the City of Wayne and its extraterritorial jurisdiction; and

WHEREAS, CONCORD is desirous of entering into an interlocal agreement whereby WAYNE provides to CONCORD such building inspection services on a contract basis; and CONCORD; and

WHEREAS, WAYNE and CONCORD are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act (Nebr. Rev. Stat. §§ 13-801 through 13-827) as the same may from time to time be amended, for the purposes of describing the terms and conditions under which WAYNE will provide building inspection services to CONCORD;

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. DURATION. The term of this Agreement shall commence on the date of its execution and continue until terminated as set forth herein.
2. COMPENSATION. CONCORD agrees to compensate WAYNE for building inspection services as billed by WAYNE following jobs actually performed. WAYNE shall bill CONCORD at the rate of 1.5 times the hourly rate for the inspector(s) actually performing the inspection services plus mileage per mile traveled to conduct such inspection services at the current reimbursement rate for mileage paid by WAYNE.
3. INSPECTIONS. As soon as practicable after receiving notification from CONCORD of the need for specific inspection jobs, WAYNE shall inspect maintenance and property code violations and such other jobs as CONCORD may request. The inspection territory under this Agreement shall be limited to within the city limits of CONCORD, Nebraska, as well as within the extraterritorial zoning jurisdiction outside such city limits.
4. REPORTING. Following inspection jobs performed by WAYNE, WAYNE shall report back to CONCORD with its findings on specific jobs. All inspections and reporting shall be based on, and pursuant to, the International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc. which has been adopted by WAYNE and shall be adopted by CONCORD with such modifications as WAYNE has made prior to the execution of this Agreement. If WAYNE adopts future revisions or editions of this code, CONCORD shall

also adopt the same revisions or edition, as nearly as possible considering the statutory differences between the respective parties.

5. INSURANCE/INDEMNIFICATION/HOLD HARMLESS. CONCORD agrees to name WAYNE as an additional insured on its general liability insurance policy having liability limits of not less than \$1,000,000.00 per occurrence or a \$2,000,000.00 aggregate and agrees to provide to WAYNE a certificate of insurance evidencing compliance with this provision. CONCORD also agrees to indemnify and hold WAYNE harmless from any claims against WAYNE that result from any error or omission of WAYNE in performing the inspections provided pursuant to the terms of this Agreement.

6. TERMINATION. Either party may terminate this Agreement at any time within thirty (30) days after delivering written notice to the other party.

7. NO SEPARATE ENTITY. This Interlocal Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act. For purposes of this Agreement, WAYNE shall be considered the administrator of this Agreement pursuant to Neb. Rev. Stat. § 13-801 et seq.

8. NO PROPERTY. There shall be no property acquired pursuant to this Agreement.

9. TAXATION. As a result of this Agreement, no tax authorized under *Nebraska Revised Statutes* Sections 13-318 to 13-326 or 13-2813 to 13-2816 shall be levied or collected.

10. HEADINGS. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. GOVERNING LAW. The agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

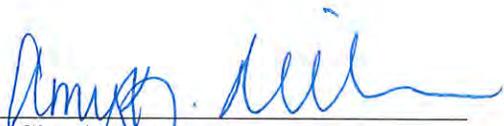
CITY OF WAYNE, NEBRASKA,
A Municipal Corporation

ATTEST:

By _____,
_____, Mayor

_____, City Clerk

Approved as to form:



City Attorney

VILLAGE OF CONCORD, NEBRASKA,
A Municipal Corporation,

ATTEST:

By _____
_____, Board Chair

_____, Village Clerk

[Back to Top](#)

RESOLUTION NO. 2018-55

A RESOLUTION ACCEPTING THE WORK ON THE “WEST INNER AND EAST INNER CONVERSION ELECTRIC DISTRIBUTION PROJECT” AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$54,101.92 TO KARIAN PETERSON POWERLINE CONTRACTING, LLC.

WHEREAS, on the 7th day of March, 2017, the City of Wayne approved Resolution No. 2017-19 awarding the contract on the “West Inner and East Inner Conversion Electric Distribution Project” to Karian Peterson Power Line Contracting, LLC, of Montevideo, MN; and

WHEREAS, the contract has been completed according to the terms of the plans and specifications and according to the report of the project engineer, DGR Engineering.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the “Engineer’s Statement of Final Completion and Owner’s Acceptance of Contract Construction” by the project engineer, DGR Engineering, for the work on the “West Inner and East Inner Conversion Electric Distribution Project” be and the same is hereby approved, and the Mayor is authorized to sign the same.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to make final payment to the contractor pursuant to the project contract.

PASSED AND APPROVED this 18th day of September, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



September 6, 2018

City of Wayne
Attn: Tim Sutton
306 Pearl St.
Wayne, NE 68787

**RE: Final Documents
West Inner and East Inner Conversion
City of Wayne, Nebraska
DGR Project No. 412305**

Dear Tim:

Enclosed are three (3) sets of Final Documents for the above reference project. The project has been completed by Karian Peterson Powerline Contracting LLC. as per the contract documents and to the satisfaction of DGR and the City of Wayne. Karian Peterson Powerline Contracting LLC. has completed all the necessary requirements and forms for the Final Documents.

The following items need to be completed.

1. Schedule approval of Final Documents and Final Payment to Karian Peterson Powerline Contracting LLC. in the amount of **\$54,101.92**.
2. Pay Estimate No. 9 - Final
 - Have the appropriate official sign, title, and date page 3 of 3 on all three (3) documents.
3. Engineer's Statement of Final Completion and Owner's Acceptance of Contract Construction.
 - Have the appropriate official sign and date this form in all three (3) documents.
 - An attest's signature is also required on this form in all three (3) documents.



Tim Sutton
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September 6, 2018

4. After approval of the Final Documents distribute as follows:
 - Send Contractor's Copy and payment of **\$54,101.92** to:

Karian Peterson Powerline Contracting, LLC.
Attn: Troy Blankenhagen
4437 Hwy 212
PO Box 345
Montevideo, MN 56265
 - Send Engineer's Copy to:

Paul Davis
DGR Engineering
1302 South Union Street
P.O. Box 511
Rock Rapids, IA 51246
 - Retain Owner's Copy for your files.
5. After final payment is received by Karian Peterson Powerline Contracting LLC., the City of Wayne will receive a "Contractor's Receipt for Final Payment". Insert the Receipt in the Final Document.

Sincerely,

DGR Engineering

A handwritten signature in blue ink that reads 'Daniel Messner'.

Daniel Messner

Enclosures (6)

WEST INNER AND EAST INNER CONVERSION

CITY OF WAYNE

WAYNE, NEBRASKA

FINAL CONTRACT BREAKDOWN

ORIGINAL CONTRACT PRICE	\$ 690,290.43
Final Contract Decrease	(\$ 153,479.67)
TOTAL PROJECT CONSTRUCTION COST	\$ 536,810.75
Less Previous Payments	(\$ 482,708.83)
FINAL AMOUNT DUE TO CONTRACTOR	<u>\$ 54,101.92</u>



SUMMARY

VALUE OF WORK COMPLETED TO DATE.....	\$536,810.75	ORIGINAL CONTRACT PRICE.....	\$690,290.43
LESS RETAINAGE.....(0%).....	\$0.00	EXPECTED FINAL CONTRACT COST (w/C O.s., Additions & Deletions).....	\$536,810.75
TOTAL AMOUNT DUE INCLUDING THIS PAYMENT.....	\$536,810.75	LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT.....	\$536,810.75
LESS ESTIMATES PREVIOUSLY APPROVED.....		EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT.....	\$0.00
Pay Estimate No. 1.....	\$53,685.94	% OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT.....	100%
Pay Estimate No. 2.....	\$66,879.24		
Pay Estimate No. 3.....	\$19,444.37		
Pay Estimate No. 4.....	\$67,157.09		
Pay Estimate No. 5.....	\$72,018.82		
Pay Estimate No. 6.....	\$34,991.85		
Pay Estimate No. 7.....	\$86,257.39		
Pay Estimate No. 8.....	\$82,274.13		
TOTAL AMOUNT DUE THIS ESTIMATE.....	\$54,101.92		

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

Prepared by, Karian Peterson Powerline Contracting, LLC.

By Date 8/17/18

CERTIFICATE

THE AMOUNT OF \$54,101.92 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

City of Wayne, Nebraska, Owner

DGR Engineering, Engineer

By _____
 Title _____
 Date _____

By
 Date 9/6/18

**ENGINEER'S STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF CONTRACT CONSTRUCTION**

TO: Karian Peterson Powerline Contracting, LLC.
4437 Hwy 212
Montevideo, MN 56265
West Inner and East Inner Electric Distribution Convserion
PROJECT DESIGNATION

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Construction Contract No. -- , dated March 16, 2017, including all approved amendments and change orders, (hereinafter called the "Project") between City of Wayne, Wayne, NE ("Owner") and Karian Peterson Powerline Contracting, LLC. ("Contractor") has been completed as of August 16, 2018 and to the best of my knowledge, information and belief, based on observations made during the period of construction, is in substantial compliance with the provisions of the Construction Contract, including all plans, specifications and drawings, and modifications thereof.

To the best of my knowledge, information and belief,

2. Defects in workmanship and materials reported during the period of construction of the Project have been corrected.
3. The total cost of the project as completed is five hundred thirty-six thousand, eight hundred ten and 75/100 dollars (\$ 536,810.75).
4. The Final Inventory attached hereto and made a part hereof is a complete and accurate summary of the work performed in accordance with the Construction Contract.

Accepted:

City of Wayne
Owner

DGR Engineering

By _____

By Paul Dan

Date _____

Title Project Manager

Attest _____

Date 9-6-18