

**AGENDA
CITY COUNCIL MEETING
January 15, 2019**

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 – January 2, 2019](#)
4. [Approval of Claims](#)
5. [Public Hearing: To consider the Planning Commission’s recommendation regarding the “Final Plat for Logan Valley Industrial Park 3rd Addition.” The applicant for the request is Brent Pick. \(Advertised Time: 5:30 p.m.\)](#)

Background: The Planning Commission met on January 7th to consider the Final Plat for the “Logan Valley Industrial Park 3rd Addition.” The applicant is Brent Pick. Mr. Pick would like to subdivide unplatted land he would like to purchase, but it must first be split apart from the current parcel. The Commission has forwarded a recommendation of approval, with an additional stipulation that a 30’ easement be added on each side of the lot line between Lots 3 and 4 and Lots 5 and 6 for a future street. A copy of the final plat, along with an aerial photo showing the location of the “Logan Valley Industrial Park 3rd Addition” are enclosed for your reference.

6. [Resolution 2019-2: Approving the “Final Plat for Logan Valley Industrial Park 3rd Addition”](#)
7. [Ordinance 2018-33: Adopting Electrical Interconnection Standards, Procedures, Agreements, Charges and Fees \(Third and Final Reading\)](#)
8. [Ordinance 2018-34: Approving Amendment No. 3 between Big Rivers Electric Corporation and the City of Wayne \(Third and Final Reading\)](#)
9. [Ordinance 2018-35: Amending Wayne Municipal Code Title VII, Chapter 78 Snow Plow Alert \(Third and Final Reading\)](#)
10. [Resolution 2019-3: Appointing JEO Consulting Group as the Special Engineer to be used for the design and reconstruction of the “Nebraska Street from 2nd Street to 7th Street Project,” which is in conjunction with CDBG Community Development Grant - Contract No. 16-CD-208](#)

Background: We received “Statement of Qualifications” from seven engineering firms for the “Nebraska Street from 2nd Street to 7th Street Project.” This is in conjunction with the grant the City received for street and storm sewer improvements in this area. A committee reviewed and scored the “Statement of Qualifications” and is recommending that the firm of JEO Consulting Group be approved as the special engineer for this project.

11. [Action authorizing Marlen Chinn, Police Chief, to make an application to the Crime Commission for grant funds to transition over to digital citation equipment for police vehicles](#)

Background: Marlen will be requesting grant funds from the Crime Commission as part of a statewide project for police departments to transition over to digital citation equipment for their cruisers. The Crime Commission has granted Wayne a waiver for the year of 2019 to make the transition to digital citations by 2020. This is not a typical grant process and does not have set grant-matching funds. The Crime Commission was awarded a lump sum of money to assist police departments across the state to make the transition, so the fund amount received will depend upon the number of departments that applied or until their funds are depleted. We will need to equip the four marked patrol cars with this equipment, which will consist of laptop/tablet, thermal printer and scanner. Depending upon the amount of funds obtained from the State, if any, Marlen had \$10,000 for this budget period earmarked towards this project, anticipating grant funds to complete it. Rough estimated cost for the total project is around \$28,000. The vendor for the equipment is to be here this week to obtain price quotes for the grant application – the deadline is January 21st.

12. [Action on a request to reduce the easement size from 60’ to 20’ on Lot 2, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Nebraska \(the lot south of the Cobblestone Hotel\) — Lou Benscoter](#)

Background: Lou Benscoter owns the lot just south of the Cobblestone. There is a dedicated 60’ easement at the north end of this property to allow for a street someday. Since the land to the east (Cityside area) has been platted without an outlet to a potential street, the owner and City staff do not think it is necessary to keep this entire easement. Lou is looking at building on this lot, and before Joel Hansen will administratively split this lot, he needs to know the Council’s wishes for this easement.

Staff recommends that Council reduce the 60’ easement to a minimum of 20’ for future utilities through the lot.

13. [Appointments:](#)

[Betty McGuire, City Clerk](#)
[Beth Porter, Finance Director](#)
[Joel Hansen, Street and Planning Director](#)
[Marlen Chinn, Police Chief](#)
[Bryce Meyer, Recreation Director](#)
[Diane Bertrand, Senior Citizens Coordinator](#)
[Heather Headley, Library Director](#)
[Gene Hansen, Electric Production Superintendent](#)

Tim Sutton, Electric Distribution Superintendent

14. [Update/Discussion on lagoon property](#)

Background: Before moving forward with additional solicitation for work at the lagoon, we wanted to know if the sludge could be land applied without being incorporated into the soil. This would cut down on costs. Preliminary tests of the north end and the middle of the lagoon (the south is still wet and will be the last area to be removed) showed that the “middle” of the lagoon was stable enough to be land applied without incorporating. We have since retested the north part and are waiting for results. This stability test takes about 45 days.

Roger Protzman with JEO is helping us through this process to make sure the City is in compliance with any sludge removal. I hope to have more on the process before the meeting on Tuesday from him.

15. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
January 2, 2019**

The Wayne City Council met in regular session at City Hall on Wednesday, January 2, 2019, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 20, 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 Giese advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, to approve the minutes of the meeting of December 18, 2018, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky 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: ACES, SE, 901.25; AMAZON.COM, SU, 527.92; AMERITAS, SE, 120.76; AMERITAS LIFE, SE, 61.93; AMERITAS, SE, 2588.24; AMERITAS, SE, 72.00; APPEARA, SE, 155.84; AWWA, FE, 309.00; BARELMAN, JASON, RE, 500.00; BLACK

HILLS ENERGY, SE, 2246.91; BLUE 360 MEDIA, SU, 403.65; BOMGAARS, SU, 72.61; BROWN, SANDY, RE, 16.45; CITY EMPLOYEE, RE, 103.96; CITY EMPLOYEE, RE, 433.81; CITY EMPLOYEE, RE, 399.84; CITY OF WAYNE, PY, 71299.74; CITY OF WAYNE, RE, 363.10; CORE & MAIN, SU, 4711.30; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 106.64; ECHO GROUP, SU, 120.74; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 99.17; ELECTRONIC ENGINEERING, SU, 240.90; FAIR MANUFACTURING, SU, 745.21; FIRST CONCORD GROUP, SE, 2688.86; GEMPLER'S, SU, 113.94; GROSSENBURG IMPLEMENT, SU, 1.85; HERITAGE HOMES, RE, 150.00; ICMA, SE, 9550.67; INTERNATIONAL PUBLIC MANAGEMENT, SU, 160.50; INTERSTATE BATTERY SYSTEM, SU, 248.95; IRS, TX, 12388.14; IRS, TX, 2897.26; IRS, TX, 9381.70; JACK'S UNIFORMS, SU, 461.75; JEO CONSULTING GROUP, SE, 1891.25; KEPSCO, SU, 18.44; KLEIN ELECTRIC, SE, 8521.02; LCL TRUCK EQUIPMENT, SU, 12265.00; MILLER LAW, SE, 5416.67; MILO MEYER CONSTRUCTION, SE, 20600.00; NE DEPT OF REVENUE, TX, 3818.64; NE ECONOMIC DEVELOPERS ASSN, FE, 100.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 1078.00; NPPD, SE, 297986.72; NORTHEAST POWER, SE, 13,417.72; NOVA FITNESS EQUIPMENT, SE, 388.50; NWOD, FE, 15.00; QUALITY 1 GRAPHIC, SU, 120.00; SOOLAND BOBCAT, SU, 1732.03; STAPLES, SU, 47.04; THE CAROM HOUSE, SU, 70.00; TITAN MACHINERY, SU, 390.71; TOTAL FIRE & SECURITY, SU, 594.76; WAED, SE, 7871.00; WISNER WEST, SU, 143.51; AMERICAN BROADBAND, SE, 2382.59; BUGS BOWS, SU, 184.00; CITY EMPLOYEE, RE, 84.01; CITY EMPLOYEE, RE, 199.00; CITY EMPLOYEE, RE, 97.75; CITY EMPLOYEE, RE, 1147.61; CITY EMPLOYEE, RE, 52.61; CITY EMPLOYEE, RE, 385.67; CITY OF WAYNE, RE, 1147.61; CITY EMPLOYEE, RE, 75.25; ED M. FELD EQUIPMENT, SU, 86.42; GILL HAULING, SE, 237.50; HILAND DAIRY, SE, 35.59; HOMETOWN LEASING, SE, 409.53; KNOEPFLER CHEVROLET, SU, 386.79; NE RURAL WATER, SE, 2000.00; NORTHEAST NE INS AGENCY, SE, 85803.00; NORTHEAST POWER, SE, 5528.00; STAPLES, SU, 83.31; STEFFEN TRUCK EQUIPMENT, SU, 884.13; TYLER TECHNOLOGIES, SE, 2070.90; VIAERO, SE, 67.38

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

Councilmember Eischeid introduced Ordinance No. 2018-33, and moved for approval of the second reading thereof and to include the "Annual Avoided Cost Rate as prepared by Nebraska Municipal Power Pool;" Councilmember Brodersen seconded.

ORDINANCE NO. 2018-33

AN ORDINANCE ADOPTING ELECTRICAL INTERCONNECTION STANDARDS, PROCEDURES, AGREEMENTS, CHARGES AND FEES.

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

Councilmember Brodersen introduced Ordinance No. 2018-34, and moved for approval of the second reading thereof; Councilmember Buck seconded.

ORDINANCE NO. 2018-34

AN ORDINANCE APPROVING AMENDMENT NO. 3 TO THE CONTRACT WITH BIG RIVERS ELECTRIC CORPORATION.

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

Councilmember Brodersen introduced Ordinance No. 2018-35, and moved for approval of the second reading thereof; Councilmember Woehler seconded.

ORDINANCE NO. 2018-35

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, GENERAL PROVISIONS – SNOW PLOW ALERT; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky 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 No. 2018-36, and moved for approval of the second reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2018-36

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, GENERAL PROVISIONS, SECTION 78-237 STREETS TO BE KEPT CLEAN; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to move for final approval of Ordinance No. 2018-36. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

The “2nd Street Storm Sewer Improvement Project” is complete as per the contract documents and final payment being made. The following Resolution would formally accept the project and authorize the Mayor to sign the official “Certificate of Completion.”

Councilmember Sievers introduced Resolution No. 2019-1 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2019-1

A RESOLUTION ACCEPTING WORK ON THE “2ND STREET STORM SEWER IMPROVEMENT PROJECT.”

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent and Councilmember Woehler who abstained, the Mayor declared the motion carried.

A pay request (No. 9) has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$55,655.00. The architect on the project has approved the same.

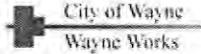
Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Pay Application No. 9 for \$55,655.00 to OCC Builders, LLC, for the “Wayne

Golf & Country Club Clubhouse Improvement Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

City Attorney Miller advised the Council that as of January 1, 2019, she was no longer going to be on the City’s group health insurance plan. However, she was just notified that she is unable to get on Wayne County’s group health insurance plan until March 1, 2019. Therefore, she was requesting Council consideration to amending her contract to extend her coverage on the City’s group health insurance plan until February 28, 2019.

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, amending the City Attorney’s Contract to extend her coverage on the City’s group health insurance plan for two months or until February 28, 2019. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Spieker, to adjourn the meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried and the meeting adjourned at 5:46 p.m.



Vendor	Payable Description	Payment Total
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	107.30
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,625.78
AMERITAS LIFE INSURANCE	AMERITAS ROTH	74.45
APPEARA	LINEN & MAT SERVICE	159.65
ASCAP	RADIO LICENSE FEE	357.00
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
CARHART LUMBER COMPANY	OUTLETS/BATTERIES/FASTENERS	119.48
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	56.82
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	22.35
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	33.82
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	38.75
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	44.72
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	71.47
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	75.42
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	7,192.22
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	29.34
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	26.52
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	144.45
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	54.79
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	242.10
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	22.35
CITY OF WAYNE	PAYROLL	70,509.98
CITY OF WAYNE	UTILITY REFUNDS	869.33
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	177.53
CUMMINS CENTRAL POWER, LLC	GENERATOR INSPECTION	318.40
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	66.00
DEARBORN NATIONAL LIFE	LIFE/DISABILITY INSURANCE	2,385.32
EASYPERMIT POSTAGE	POSTAGE	1,747.89
ECHO GROUP INC JESCO	CEILING FAN/BREAKER/FUSES	302.80
ED M. FELD EQUIPMENT CO INC	HYDRANT VALVE	718.95
ELLIS HOME SERVICES	WATER SOFTENER FILTER	176.79
FAITH REGIONAL PHYSICIAN SERV.	RANDOM DRUG TESTING	30.00
FIRST CONCORD GROUP LLC	2019 FLEX CARDS	180.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	553.53
GERHOLD CONCRETE CO INC.	CAULK	47.19
GRANQUIST, JIM	FUEL GASKET	3.05
HAWKINS, INC	PUMP/VALVE/TUBE	1,862.62
HEATHER HEADLEY	HEALTH REIMBURSEMENT	23.43
HEIKES AUTOMOTIVE LLC	TOWING	107.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	118.94
HUNDERTMARK CLEANING SYSTEMS	POWER WASHER	7,036.25

Vendor	Payable Description	Payment Total
HYDRO OPTIMIZATION	POWER SUPPLY	290.63
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,901.36
INTERSTATE ALL BATTERY	FIRE SYSTEM BATTERY	49.00
INTERSTATE BATTERY SYSTEM	FIRE ALARM BATTERY	25.50
IRS	FEDERAL WITHHOLDING	9,556.63
IRS	FICA WITHHOLDING	12,392.68
IRS	MEDICARE WITHHOLDING	2,898.34
KNOEPFLER CHEVROLET CO	PUMP	84.65
KTCH AM/FM RADIO	RADIO ADS	850.00
LUTT OIL	GASOLINE	4,354.36
MAJOR REFRIGERATION CO INC	ICE MACHINE REPAIR	492.25
MARCO INC	COPIER LEASE	126.36
MATHESON-LINWELD	OXYGEN	44.02
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	1,172.00
MILO MEYER CONSTRUCTION	CRUSHED CONCRETE-PARKING LOT	443.80
NE DEPT OF ENVIRONMENTAL QUALITY	CERTIFICATION/EXAMINATION-J DAVIS	150.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,895.77
NE DEPT OF REVENUE	2018 LODGING TAX	280.65
NEBRASKA DEVELOPMENT NETWORK-NE	2019 NETWORK MEMBERSHIP DUES	50.00
NORTHEAST TIRE SERVICE	TIRES ON LADDER TRUCK	2,196.00
NWEA	WASTE WATER CERTIFICATION TRAINING	350.00
OCC BUILDERS LLC	WAYNE COUNTRY CLUB-CLUBHOUSE	55,655.00
O'KEEFE ELEVATOR COMPANY, INC	ELEVATOR INSPECTION	593.63
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	9.06
OVERDRIVE, INC.	E BOOKS	329.54
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	657.44
PEARCY, SHAWN	TRAINING DIVISION STUDENT CERTIFICATION	51.25
PENGUIN RANDOM HOUSE LLC	AUDIO BOOK	60.00
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
POSTMASTER	PO BOX FEE	144.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	187.77
QUALITY FOOD CENTER	WATER/ICE	254.50
RR DONNELLEY	POLICE CITATIONS	95.60
SHOPKO	SUPPLIES	117.11
SIEVERS, SHARLENE	TRAINING DIVISION STUDENT CERTIFICATION	51.25
STEFFEN TRUCK EQUIPMENT INC	BUMPER STOP KIT/OIL	120.94
TEI LANDMARK AUDIO	AUDIO BOOK	61.59
TIJ CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	250.00
TYLER TECHNOLOGIES	INSITE TRANSACTION FEES	1,295.00
US BANK	FLOOR SCRUBBER/GEAR MOTOR/VIDEO UPGRADE ETC	11,316.64
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	951.44
VERIZON WIRELESS SERVICES LLC	CELL PHONES	318.08
WAYNE AREA CHAMBER OF COMMERCE	AWARDS BANQUET-YEARS OF SERVICE	1,200.00
WAYNE AUTO PARTS	BRAKE PADS/RADIATOR/VALVE/WIPER BLADES	1,286.39
WAYNE COUNTY CLERK	FILING FEES	16.00
WAYNE HERALD	CAC ADS	241.00

Vendor	Payable Description	Payment Total
WAYNE HERALD	ADS AND NOTICES	1,181.75
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	182.00
WESCO DISTRIBUTION INC	SWIVEL/METER RING	363.80
WESTERN AREA POWER ADMIN	ELECTRICITY	21,559.44
WESTRUM LEAK DETECTION	PINE HEIGHTS WATER LEAK DETECTION SERVICES	905.00
Y & Y LAWN SERVICE LLC	SPRING/FALL FERTILIZER	400.00
ZACH HEATING & COOLING	FURNACE LABOR	69.50
	Grand Total:	248,838.35

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: January 8, 2019
TO: Mayor Giese
Wayne City Council
FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on January 7, 2019 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

Public Hearing: Final Plat for “Logan Valley Industrial Park 3rd Addition”;
Applicant – Brent Pick

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 to approve the final plat for “Logan Valley Industrial Park 3rd Addition”, and adding a 30 foot easement on each side of the lot line between Lots 3 and 4 and Lots 5 and 6 for a future street, 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



This survey was prepared at the request of Brent Pick, Wayne, Nebraska.

LEGAL DESCRIPTION

A tract of land located in the Northwest 1/4 of Section 17, T26N, R4E of the 6th P.M., Wayne County, Nebraska, is described as follows:

Commencing at the Northwest Corner of the Northwest 1/4 of Section 17, T26N, R4E of County, Nebraska; thence S 01°44'45" E on the West line of said Northwest 1/4, 728.87 feet 34.00 feet to a point on the East Right-of-Way line of South Centennial Road, said point also Beginning; thence N 87°51'48" E, 200.00 feet; thence S 01°45'08" E, 300.11 feet to the North the Administrative Lot Split of Lot 15 of Logan Valley Industrial Park 2nd Addition; thence to the Northeast corner of said Lot 15A; thence S 01°44'23" E, 449.58 feet to the Southeast corner of said Lot 15A; thence S 87°49'20" W, 200.79 feet; thence S 01°38'22" E, 465.18 feet; thence S 73°52'13" W said East Right-of-Way line; thence N 01°43'54" W on said East Right-of-Way line, 964.69 on said East Right-of-Way line, 300.00 feet to the Point of Beginning, containing 7.76 acres

SURVEYOR'S CERTIFICATE

I, Terry L. Schultz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on December 31, 2018, also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schultz 1-7-2019
 Terry L. Schultz, State of Nebraska, R.L.S. #550 Date

CONSENT AND DEDICATION OF OWNERS

KNOWN ALL MEN BY THESE PRESENT THAT: We, Kory & Lisa Leseberg, Gill Hauling Corporation, and Bernard A. & Laurinda M. Gill, Siouxland Bank, being the owners and lessors described hereon, have caused this part of the Northwest 1/4 of Section 17, T26N, R4E of the Wayne, Nebraska, to be surveyed, platted, and designated as Logan Valley Industrial Park 3rd Addition, and that the foregoing Subdivision is made with free consent and in accordance with the undersigned owners and proprietors.

OWNERS

Kory Leseberg Lisa Leseberg

NOTARY
 STATE OF NEBRASKA) ss
 COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came, Kory & Lisa Leseberg person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.

This ___ day of ___, 2019. Notary Public

OWNER

Gill Hauling, Inc.
 A Nebraska Corporation

NOTARY
 STATE OF NEBRASKA) ss
 COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came, Gill Hauling, Inc. A known to be the identical person who signed the foregoing Dedication and acknowledge the voluntary act and deed.

Witness by my hand and notarial seal.

This ___ day of ___, 2019. Notary Public

OWNERS

Bernard A. Gill Laurinda M. Gill

NOTARY
 STATE OF NEBRASKA) ss
 COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came, Bernard A. and Laurinda M. Gill, the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.

This ___ day of ___, 2019. Notary Public

LIENHOLDER

Siouxland Bank, South Sioux City, Nebraska

NOTARY
 STATE OF NEBRASKA) ss
 COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came a representative of, Siouxland Bank, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.

This ___ day of ___, 2019. Notary Public

B) Southwest Corner, Northwest 1/4, Section 17, T26N, R4E





Aspen Street

E-14th Street

Summerfield Drive

Industrial Drive

Gail's Way

10th Street

Sycamore Street

Sunnyview Drive

Poplar Street

E. 7th Street

6th Street

Valley Drive

Mando Drive

E. 4th Street

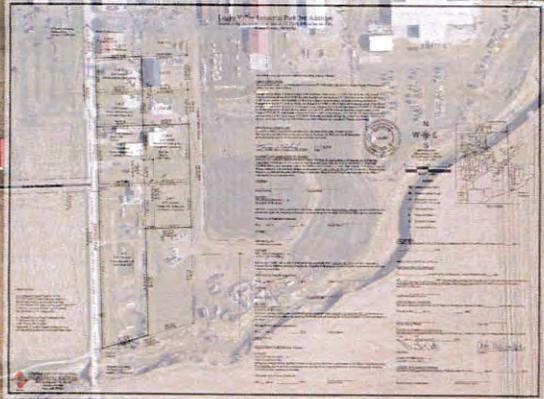
Roman Drive

Horrian Street

Highway 35

Industrial Way

Centennial Road



RESOLUTION NO. 2019-2

A RESOLUTION APPROVING THE FINAL PLAT FOR THE "LOGAN VALLEY INDUSTRIAL PARK 3RD ADDITION" OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

WHEREAS, the Planning Commission, upon review of the Final Plat of the "Logan Valley Industrial Park 3rd Addition" of the City of Wayne, Wayne County, Nebraska, legally described as:

A tract of land located in the Northwest 1/4 of Section 17, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of the Northwest 1/4 of Section 17, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence S 01°44'45" E on the West line of said Northwest 1/4, 728.87 feet; thence N 87°51'48" E, 34.00 feet to a point on the East Right-of-Way line of South Centennial Road, said point also being the Point of Beginning; thence N 87°51'48" E, 200.00 feet; thence S 01°45'08" E, 300.11 feet to the Northwest corner of Lot 15A of the Administrative Lot Split of Lot 15 of Logan Valley Industrial Park 2nd Addition; thence N 87°50'47" E, 199.96 feet to the Northeast corner of said Lot 15A; thence S 01°44'23" E, 449.58 feet to the Southeast corner of said Lot 15A; thence S 87°49'20" W, 200.79 feet; thence S 01°38'22" E, 465.18 feet; thence S 73°52'13" W, 205.60 feet to a point on said East Right-of-Way line; thence N 01°43'54" W on said East Right-of-Way line, 964.69 feet; thence N 01°37'32" W on said East Right-of-Way line, 300.00 feet to the Point of Beginning, containing 7.76 acres more or less,

on January 7, 2019, recommended approval thereof, with an amendment being to add a 30' easement on each side of the lot line between Lots 3 and 4 and Lots 5 and 6 for a future street, with the "Finding of Fact" being staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of the "Logan Valley Industrial Park 3rd Addition" of the City of Wayne, Wayne County, Nebraska, be approved subject to the recommendations of the Planning Commission and the foregoing "Finding of Fact."

PASSED AND APPROVED this 15th day of January, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-33

AN ORDINANCE ADOPTING ELECTRICAL INTERCONNECTION STANDARDS, PROCEDURES, AGREEMENTS, CHARGES AND FEES.

WITNESSETH:

WHEREAS, the Governing Body of the City of Wayne, Nebraska, finds that private electrical generating capacity is becoming a significant potential, now and in the future; and

WHEREAS, standards and procedures are necessary for the health, safety and welfare of the citizens and city employees for the interconnection of such capacity with the City of Wayne's electrical system; and

WHEREAS, the Governing Body of the City of Wayne, Nebraska, wishes to enact certain uniform standards and procedures for such privately-owned electrical generation.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WAYNE, NEBRASKA, AS FOLLOWS:

Section 1. There is hereby adopted a Net Metering Application and Interconnection Agreement all as attached hereto and marked Exhibit "A," incorporated herein, and made a part of this Ordinance.

Section 2. This ordinance shall be effective upon its adoption and publication in the official city newspaper.

PASSED, APPROVED AND ADOPTED by the Governing Body of the City of Wayne, Nebraska, this 15th day of January, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

City of Wayne (Utility)

**Policy and Guidelines
for
Interconnection for Parallel Installation and Operation
of
Small (25 kW-DC or less) and Large (greater than 25 kW-DC)
Customer-Owned
Renewable Electric Generating Facilities**

_____, 20____

Part 1. OVERVIEW

1. PURPOSE:

The purpose of this document is to establish standards for the Utility to interconnect and operate in parallel with customer-owned renewable electric generators.

2. DEFINITIONS:

- a. **Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.
- b. **Avoided Costs** – The incremental costs of the Utility’s energy or capacity or both which, but for the purchase from the Customer’s Generating Facility, the Utility would generate itself or purchase from another source.
- c. **Customer** – Any entity interconnected to the Utility’s distribution system for the purpose of receiving retail electric power service from the Utility’s distribution system.
- d. **Customer Generator** – The owner or operator of a generating facility which:
 - i. is powered by a renewable energy resource;
 - ii. is located on a premise owned, operated, leased or otherwise controlled by the Customer Generator;
 - iii. is interconnected and operates in parallel phase and synchronization with an affected utility and is in compliance with the standards established by the affected utility;
 - iv. is intended primarily to offset part or all of the Customer Generator’s own electrical energy requirements;
 - v. contains a mechanism, approved by the Utility, that automatically disables the unit and interrupts the flow of electricity back onto the supplier's electricity lines in the event that service to the Customer Generator is interrupted.
- e. **Distribution System** – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances and from the Utility’s Wholesale supplier(s).
- f. **Force Majeure** – A Force Majeure event shall mean “any natural disaster, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party’s control.” A Force Majeure event does not include an act of negligence or intentional wrongdoing.

City of Wayne (Utility)

- g. **Generating Facility** – For purposes of this Standard, the customer's device for the conversion of renewable generation like bio fuel, hydro, wind or solar energy to electricity, as identified in the Interconnection Application and able to be certified as a Qualifying Facility under the definitions in the Public Utility Regulatory Policies Act (PURPA, Pub. L. 95–617, 92 Stat. 3117, enacted November 9, 1978), a United States Act passed as part of the National Energy Act and as amended.
- h. **Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.
- i. **Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Customer or any affiliate thereof.
- j. **Interconnection Application** – The Customer's request to interconnect a new Generating Facility, or to increase the capacity of, or make a material modification to the operating characteristics of an existing Generating Facility that is interconnected with the Utility's electrical system.
- k. **Interconnection Standard** – Any reference to Interconnection Standard shall mean all the provisions, forms and related documents described in the collective parts of this document, the Policy and Guidelines for Interconnection of Parallel Installation and Operation of Small (25 kW-DC or less) and Large (greater than 25 kW-DC) Customer-Owned Renewable Electric Generating Facilities as of the date adopted and printed on the cover page.
- l. **Qualifying Facility** – A *generation* facility that is a Qualifying Facility under 18 CFR Part 292, Subpart B, and is proposed to be used by an interconnection customer to generate electricity that operates in parallel with the electric Distribution System or local electric power system. Qualifying Facilities that are not Generating Facilities under subparagraph "g" above may qualify for interconnection with the Utility under provisions of the Public Utilities Regulatory Policies Act (PURPA), but the terms and conditions of interconnection shall be determined on a case-by-case basis.
- m. **System Upgrades** – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the point of interconnection to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution upgrades do not include Interconnection Facilities.

3. ELIGIBILITY:

- a. Interconnection to the electric system shall be granted only to new or existing customers in good standing under the Utility's electric service schedules. The Interconnection Agreement shall be between the Customer who owns a Generating Facility and the Utility (Utility).

City of Wayne (Utility)

- b. The Interconnection Standards for small customer-owned renewable electric Generating Facilities apply to a Generating Facility with rated output 100 kilowatts (kW-DC) or less. Eligibility of a Generating Facility with rated output of greater than 100 kW-DC will be determined on a case-by-case basis regarding voltage level of connection, metering and purchase of output. However, a similar Facilities Interconnection Agreement will also apply.

4. **REQUEST:**

A Customer desiring to interconnect a qualifying Generating Facility must complete and return to the Utility an *Application for Interconnection* (Document A) with payment of the applicable processing fee. The processing fee for 25 kW (DC rated generators) and under is \$250. The processing fee for 25 kW-DC to 100 kW-DC is \$500. The Utility may require additional details or clarifications as needed to properly evaluate the application.

The Utility requires that the Customer provide the capability to deliver hourly generator AC output meter readings (net of any generator auxiliary usage) to the Utility. The Customer shall install a meter socket that meets the Utility's specifications between the Inverter and the AC connection to the Customer's load panel. The Utility shall have the right to install such additional metering equipment as it deems necessary for the collection of data for research purposes, which metering will be furnished and paid for by the Utility.

5. **SYSTEM EFFECTS:**

The Utility will analyze the overall impact of the proposed Generating Facility on the transmission and Distribution System. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage fluctuations, power quality, system stability, etc.

6. **SYSTEM UPGRADES:**

As a result of the above analysis, the Utility will provide the Customer with a cost estimate and projected timeframe for any system upgrades that may be necessary to accommodate the Generating Facility (Document B).

7. **AGREEMENT:**

Once the Customer and the Utility have identified and mutually agreed upon the scope of the overall project including the Generating Facility, system upgrades and estimated costs, the Customer and the Utility shall execute the attached document entitled ***Customer-Owned Generation Facilities Interconnection Agreement***.

8. **CODES AND PERMITS:**

- a. The Customer shall be responsible for procuring all building, operating and environmental permits that are required by any Governmental Authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed.
- b. The equipment shall meet the standards listed in Section 7 of Part 2 below as "National Certification Codes and Standards."
- c. The construction and facilities shall meet all applicable building and electrical codes.

9. **CERTIFICATE OF COMPLETION:**

Upon completion of the Generating Facility and prior to normal operation, the Customer shall provide a signed copy of the attached document entitled ***Certificate of Completion*** (Document C) to the Utility.

City of Wayne (Utility)

10. **NORMAL OPERATION:**

The Customer may begin normal operation of the Generating Facility upon completion of all documentation and receipt of written approval from the Utility.

Part 2. TECHNICAL REQUIREMENTS

1. **CHARACTER OF SERVICE:**

The electrical service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases that apply under the Utility's rate schedules and metering requirements.

2. **CODE REQUIREMENTS:**

The Generating Facility shall meet all requirements established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health Administration. Specific codes are listed in Section 7 of this Part 2, below as "National Certification Codes and Standards." In addition, Manufacturer's Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both parties prior to beginning operation.

3. **GENERATING FACILITY CONTROL AND OPERATION:**

The control system of the Generating Facility shall comply with the IEEE specifications and standards for parallel operation with the Utility and in particular as follows:

- a. Power output control system shall automatically disconnect from Utility source upon loss of Utility voltage and not reconnect until Utility voltage has been restored by the Utility.
- b. Power output control system shall ride through voltage fluctuations but shall automatically disconnect from Utility source if Utility or customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent). The Customer shall provide adequate protection to prevent damage to the Utility's electrical system from inadvertent over/under voltage conditions originating in Customer's Generating Facility and to protect the Customer's Generating Facility from inadvertent over/under voltage conditions originating from the Utility's electrical system.
- c. Power output control system shall ride through frequency fluctuations but shall automatically disconnect from Utility if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).
- d. Inverter output distortion shall meet IEEE requirements.
- e. The Generating Facility shall meet the applicable IEEE standards concerning impacts to the Distribution System with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
- f. The voltage produced by the Customer's Generating Facility must be balanced if it is a three-phase installation. The Customer is responsible for protecting the Generating Facility from an inadvertent phase unbalance in the Utility's service voltage.

4. **FAULT CURRENT CONTRIBUTION**

The Generating Facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.

City of Wayne (Utility)

5. **RECLOSING COORDINATION**

The Generating Facility shall be coordinated with the Distribution System reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.

6. **DISCONNECT DEVICE:**

A safety disconnect switch shall be installed that is visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the Distribution System.

7. **STANDARDS FOR INTERCONNECTION, SAFETY, AND OPERATING RELIABILITY**

The interconnection of a Generating Facility and associated interconnection equipment to the Utility's Distribution System shall meet the applicable provisions of the following publications:

- a. ANSI/IEEE1547-2003 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity).
The following standards shall be used as guidance in applying IEEE 1547:
 - i. IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 - ii. IEC/TR3 61000-3-7 Assessment of emission limits for fluctuating loads in MV and HV power systems
- b. State of Nebraska Electric Safety Code
- c. ANSI/NFPA 70 (2014), National Electrical Code
- d. OSHA (29 CFR § 1910.269)
- e. Applicable regional transmission organization/independent system operator or transmission provider Tariff, Criteria, Business Practices, Protocols or other governing documents

City of Wayne (Utility)

**Customer-Owned Generation
FACILITIES INTERCONNECTION AGREEMENT**

This Agreement, ("**Agreement**") is entered into by and between the City of Wayne, Nebraska ("**Utility**") and _____ ("**Customer**"). Customer and Utility are referenced in this Agreement collectively as "**Parties**" and individually as "**Party**."

Recitals

WHEREAS, Utility is a publicly-owned electric utility engaged in the retail sale of electricity in the state of Nebraska,

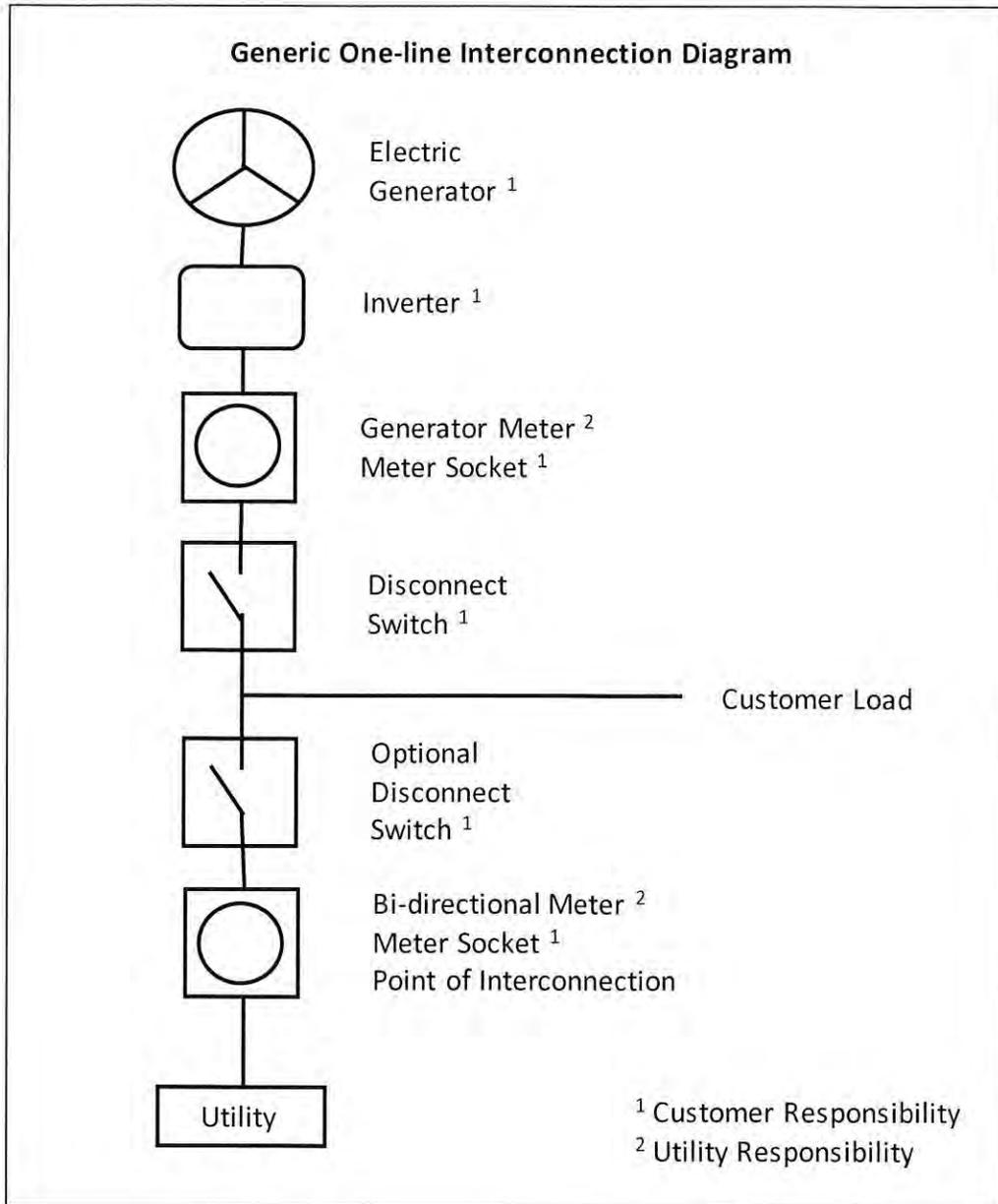
WHEREAS, Customer owns or desires to install, own and operate an electric Generating Facility that qualifies as a Qualifying Facility under the Utility's ***Policy and Guidelines for Interconnection for Parallel Installation and Operation*** (adopted _____ date) and as allowed by federal and Nebraska law;

Agreement

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

1. **SCOPE OF AGREEMENT**
This Agreement governs the terms and conditions under which the Customer's Generating Facility will interconnect to, and operate in parallel with, the Utility's electrical system.
2. **PARALLEL OPERATION**
Customer shall not commence parallel operation of the Generating Facility until written approval of the interconnection facilities has been given by Utility. Such approval shall not be unreasonably withheld. Utility shall have the right to have representatives present at the initial testing of Customer's protective apparatus and receive a copy of the inspection from the State Electrical Division pursuant to Nebraska law.
3. **INTERCONNECTION COSTS**
The Utility has estimated the costs, including overheads, for the purchase and construction of necessary System Upgrades to its Distribution System and has provided a detailed itemization of such costs on the attached document entitled "System Upgrade Estimated Costs." The Customer agrees to pay the costs upon receipt of the Utility's invoice within the timeframe indicated on the invoice. The diagram below shows the interconnection and metering requirements, ownership and responsibilities of the Parties.

City of Wayne (Utility)



4. BILLING OF NET EXCESS ENERGY

Customer Generators of greater than 25 kW-DC will be paid at the Utility's avoided cost rate for all excess energy delivered to the Utility and will pay for all energy delivered to the customer at the Utility's retail rate. Customer Generators of 25 kW-DC or less will be paid at the Utility's avoided cost rate for the net excess energy delivered to the Utility. Net excess energy for Customer Generators of 25 kW-DC or less will be determined as the net amount of energy, if any, by which the output of the facility exceeds a Customer's total electricity requirements during a billing period. The Utility shall provide net metering for Customer Generators of 25 kW-DC or less, to the extent required by Nebraska law.

Nebraska Revised Statutes §70-2001 to §70-2005 as may be amended provide among other things the following rules for compensation for net metering (relevant excerpts are shown below):

City of Wayne (Utility)

70-2002. Terms Defined:

(6) Net metering means a system of metering electricity in which a local distribution utility:

(a) Credits a Customer Generator at the applicable retail rate for each kilowatt-hour produced by a Qualified Facility during a billing period up to the total of the Customer Generator's electricity requirements during that billing period. A Customer Generator may be charged a minimum monthly fee that is the same as other noncustomer-generators in the same rate class but shall not be charged any additional standby, capacity, demand, interconnection, or other fee or charge; and

(b) Compensates the Customer Generator for net excess generation during the billing period at a rate equal to the local distribution utility's avoided cost of electric supply over the billing period. The monetary credits shall be applied to the bills of the Customer Generator for the preceding billing period and shall offset the cost of energy owed by the Customer Generator. If the energy portion of the Customer Generator's bill is less than zero in any month, monetary credits shall be carried over to future bills of the Customer Generator until the balance is zero. At the end of each annualized period, any excess monetary credits shall be paid out to coincide with the final bill of that period ...

70-2003:

(4) Subject to the requirements of sections [70-2001](#) to [70-2005](#) and the interconnection agreement, a local distribution utility shall provide net metering to any customer-generator with a qualified facility. The local distribution utility shall allow a customer-generator's retail electricity consumption to be offset by a qualified facility that is interconnected with the local distribution system. A qualified facility's net excess generation during a billing period, if any, shall be determined by the local distribution utility in accordance with section [70-2002](#) and shall be credited to the customer-generator at a rate equal to the local distribution utility's avoided cost of electricity supply during the billing period, and the monetary credits shall be carried forward from billing period to billing period and credited against the customer-generator's retail electric bills in subsequent billing periods. Any excess monetary credits shall be paid out to coincide with the final bill at the end of each annualized period or within sixty days after the date the customer-generator terminates its retail service.

(5) A local distribution utility shall not be required to provide net metering to additional customer-generators, regardless of the output of the proposed generation unit, after the date during a calendar year on which the total generating capacity of all customer-generators using net metering served by such local distribution utility is equal to or exceeds one percent of the capacity necessary to meet the local distribution utility's average aggregate customer monthly peak demand forecast for that calendar year.

City of Wayne (Utility)

For a Generating Facility of 100 kW-DC or less, the Utility's avoided cost rate, with adjustment noted below for losses, will be used to determine the monetary credits of the Customer's net excess energy month to month. See the Appendix, as amended from time to time. The net excess energy in kWh will be multiplied by a loss factor of 1.05 representing the average distribution losses at the secondary level. If the Customer generator is metered at the primary voltage level the net excess energy kWh will be multiplied by a factor of 1.03. For a Generating Facility of more than 100 kW-DC, the compensation rate will be determined on a case-by-case basis.

5. INTERRUPTION OR REDUCTION OF DELIVERIES

Utility may require Customer to interrupt or reduce deliveries and/or automatically isolate the facility from the electrical system when the Utility determines, in its sole discretion, that curtailment, interruption or reduction is necessary because of personnel safety, emergencies, Force Majeure or compliance with good utility practices.

6. ADVERSE OPERATING EFFECTS

The interconnection of the customer-owned Generating Facility shall not reduce the reliability and quality of the Distribution System. This includes, but is not limited to high levels of harmonics, abnormal voltage fluctuations and excessive frequency deviations. The Utility shall notify the Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Utility's Distribution System. If, after notice, the Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall provide the Customer with notice of such disconnection as provided in the Utility's Service Policies.

7. ACCESS TO PREMISES

Utility shall have access to the Customer's premises or property.

8. INDEMNITY AND LIABILITY

Each Party shall at all times indemnify, defend, and hold the other Party and its directors, officers, employees and agents, harmless from any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the indemnifying Party's action or failure to meet its obligations under this Agreement.

9. CONSEQUENTIAL DAMAGES

Other than as expressly provided for in this Agreement, no Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

City of Wayne (Utility)

10. GOVERNING LAW

This Agreement shall be interpreted and governed under the laws of the State of Nebraska.

11. DOCUMENTS

The Agreement includes the following documents, which are attached and incorporated by reference:

- A. Application for Interconnection
- B. System Upgrade Estimated Costs
- C. Certificate of Completion

12. NOTICES

All written notices shall be directed as follows:

UTILITY:

City of Wayne
Electric Distribution Department
207 Pearl Street
Wayne, NE 68787

CUSTOMER:

Name _____
Address _____
City _____

13. TERM OF AGREEMENT

This Agreement shall be in effect when signed by the Customer and Utility and shall remain in effect thereafter month to month unless terminated by either Party on thirty (30) days prior written notice and in accordance with the Service Policies.

[SIGNATURE PAGE FOLLOWING]

City of Wayne (Utility)

IN WITNESS WHEREOF, the Parties hereto have caused two originals of the Customer-Owned Generation Facilities Interconnection Agreement to be executed by their duly authorized representatives.

This Agreement is effective as of the last date set forth below.

(CUSTOMER)

City of Wayne, Electric Distribution Department

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

City of Wayne (Utility)

Document A
Application for Interconnection

Page 1 of 2

This Application is considered complete when it provides all applicable and correct information required below. Additional information or clarification to evaluate the Application may be requested by the Utility.

Processing Fee

A non-refundable processing fee of \$250 must accompany this Application for 25kW-DC and less generators. The fee is \$500 for over 25 kW-DC generators.

Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner of the facility: _____

Generating Facility Information

Location (if different from above): _____

Local Electric Utility: City of Wayne, Electric Distribution Department

Account Number: _____

Inverter Manufacturer: _____

Model: _____

Nameplate Rating: _____ (kW) _____ (kVA)
(AC Volts) Single Phase _____ Three Phase _____

System AC Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic Reciprocating Engine Fuel Cell
 Turbine Other _____

City of Wayne (Utility)

Energy Source: Solar Wind Hydro Methane Biomass

Geo Thermal Hydro Power

Other (describe) (Diesel, Natural Gas, Fuel Oil) _____

Is the equipment UL1741 Listed? Yes ___ No ___

If Yes, attach manufacturer's cut-sheet showing UL1741 listing

Does the equipment meet IEEE 1547 specifications? Yes ___ No ___

Estimated Installation Date: _____ Estimated In-Service Date: _____

List components of the Small Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

The customer is required to install a meter socket that meets the Utility's specifications between the Inverter and the AC connection to the customer's load panel. The Utility will cause to be installed an interval recording meter to record net generator power output. The Utility shall have the right to install such additional metering equipment as it deems necessary for the collection of data for research purposes, which metering will be furnished and paid for by the Utility.

Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Application is true. I agree to abide by the terms and conditions of the Utility's Interconnection Standard and will return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Generating Facility

Interconnection of the Generating Facility is approved contingent upon the terms and conditions of the Utility's Interconnection Standard Inspection and upon return of the Certificate of Completion.

Utility Signature: _____

Title: _____ Date: _____

Copies: Customer, Utility

City of Wayne (Utility)

Document C
Certificate of Completion

Page 1 of 2

Customer Declaration:

Is the Generating Facility installed, tested and ready for operation? Yes _____ No _____

Customer: _____

Contact Person: _____

Address: _____

Location of the Generating Facility (if different from above):

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician/Service Company:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Date "Contingent Approval to Interconnect the Generating Facility" granted by the Utility
(See Document A): _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building and electrical codes of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to the Utility:

Name: _____

Electric Utility: City of Wayne, Electric Distribution Department

Address: 207 Pearl Street

City, State, ZIP: Wayne, NE 68787

Fax: _____ E-Mail Address: _____

City of Wayne (Utility)

Document C
Certificate of Completion

Page 2 of 2

Approval to Energize the Renewable Generating Facility

Energizing the Generating Facility is approved:

Utility Signature: _____

Title: _____ Date: _____

Copies: Customer, Utility

Appendix
Annual Avoided Cost Rate
(Less than or equal to 100 kW)

Avoided Cost Rates:

	Solar	Wind
Generator nameplate rating of 25 kW or less:	\$0.03257 per kWh	\$0.02994 per kWh

Effective: January 1, 2019

	Solar	Wind
Generator nameplate rating greater than 25 kW:	\$0.02077 per kWh	\$0.01746 per kWh

Effective date: January 1, 2019

(Rate is subject to change)

ORDINANCE NO. 2018-34

AN ORDINANCE APPROVING AMENDMENT NO. 3 TO THE CONTRACT WITH BIG RIVERS ELECTRIC CORPORATION.

WHEREAS, the City of Wayne is a political subdivision of the State of Nebraska providing retail electric service to its residents; and

WHEREAS, Big Rivers Electric Corporation is a Kentucky electric generation and transmission cooperative, organized and existing under the laws of the Commonwealth of Kentucky; and

WHEREAS, the City of Wayne previously entered into the Market Based Rate Partial and Full Requirements Agreement, dated as of December 20, 2013, as amended by Amendment No. 1, by and between the parties, dated as of June 11, 2014, and by Amendment No. 2, by and between the parties, dated as of April 24, 2017; and

WHEREAS, it is necessary to amend said contract to extend the City of Wayne's Capacity Purchase Agreement for the life of its power contract per Amendment No. 3.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Amendment No. 3 to the Contract between Big Rivers Electric Corporation and the City of Wayne is hereby approved, and the Mayor is hereby authorized to execute said Amendment on behalf of the City.

PASSED AND APPROVED this 15th day of January, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2018-35

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, GENERAL PROVISIONS – SNOW PLOW ALERT; 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 VII Traffic Code, the section title Snow Plow Alert is hereby amended to read as follows:

SNOW ~~PLOW ALERT~~ EMERGENCY

§ 78-281 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY ADMINISTRATOR or **DESIGNATE**. The person authorized by the Council to enforce this subchapter.

ROADWAY. The portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder.
(2002 Code, § 78-281) (Ord. 2004-3, passed 4-13-2004)

§ 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 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 the parking prohibition on all city streets as necessary by declaring a snow ~~plow alert~~ or **winter** weather emergency.

(B) 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 subchapter. 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.
(2002 Code, § 78-282) (Ord. 2004-3, passed 4-13-2004; Ord. 2008-4, passed 3-4-2008)

§ 78-283 STALLED VEHICLE ON CITY STREET.

Whenever a vehicle becomes stalled for any reason, whether or not in violation of this subchapter, or on any part of a city street on which there is a covering of snow, sleet or ice, upon which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such street, or onto the public space portion of a nearby driveway. No person shall abandon or leave his or her vehicle in the roadway of a street, except for the purpose of securing assistance during the actual time necessary to go to a place of assistance and return without delay.

(2002 Code, § 78-283)

§ 78-284 DECLARATIONS OF DIRECTOR.

The City Administrator or designate shall cause each declaration by him or her pursuant to this subchapter to be publicly announced by means of broadcast or telecast, from stations with a normal operating range covering the city or by cable television; and he or she may cause such declaration to be further announced in the newspapers of general circulation when feasible. Each announcement shall describe the action taken by the City Administrator or designate, including the time it became or will become effective, and shall specify the streets or areas affected. A parking prohibition declared by the City Administrator or designate shall not go into effect until at least three hours after it has been announced, at least five times, between 6:00 a.m. and 10:00 p.m., in accordance with this section.

(2002 Code, § 78-284) (Ord. 2004-3, passed 4-13-2004)

§ 78-285 TERMINATION OF PARKING PROHIBITION BY THE DIRECTOR.

Whenever the City Administrator or designate shall find that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this subchapter no longer exists, he or she may declare the prohibition terminated, in whole or in part, in a manner prescribed by this subchapter, effective immediately upon announcement.

(2002 Code, § 78-285)

PROVISIONS TEMPORARILY EFFECTIVE TO TAKE PRECEDENCE.

Any provision of this subchapter which becomes effective by declaration of the City Administrator or designate or upon the occurrence of certain weather conditions shall, while temporarily in effect, take precedence over other conflicting provisions or law normally in effect; except that, it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles or emergency traffic directions by a police officer.

(2002 Code, § 78-286)

§ 78-287 REMOVAL, IMPOUNDING, RETURN OF VEHICLES.

(A) City employees are authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety, including another place on a street, or to a garage designated or maintained by the Police Department when:

(1) The vehicle is parked on a part of a street on which a parking prohibition is in effect pursuant to this subchapter;

(2) The vehicle is stalled on a part of a street on which there is a covering of snow, sleet or ice on which there is a parking prohibition in effect pursuant to this subchapter and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this subchapter; or

(3) The vehicle is parked in violation of any parking ordinance or provisions of law and is interfering or about to interfere with snow removal operations.

(B) Whenever an officer or employee removes or has removed a vehicle from a street as authorized in this section and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner, such officer shall give or cause to be given notice to such owner of the fact of such removal and the reasons for removal and of the place to which such vehicle has been removed.

(C) No person shall recover any vehicle removed in accordance with this section, except as provided in this division (C). Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been placed or impounded, he or she shall present to a member of the Police Department evidence of his or her identity and right to possession of the vehicle, and shall sign a receipt for its return, shall pay the cost of impound, shall pay any cost of storage accrued and shall pay any issued and outstanding parking ticket.

(D) It shall be the duty of the Police Department to keep a record of each vehicle removed in accordance with this section. The records shall include:

- (1) A description of the vehicle;
- (2) Its license number;
- (3) The date and time of its removal;
- (4) Where it was removed from;
- (5) Its location;
- (6) The name and address of its owner and last operator, if known;
- (7) Its final disposition; and
- (8) The parking violation involved.

(E) This section shall be supplemental to any other provisions of law granting members of the Police Department authority to remove vehicles.
(2002 Code, § 78-287) (Ord. 2004-3, passed 4-13-2004)

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 or posting as provided by law.

PASSED AND APPROVED this 15th day of January, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-3

A RESOLUTION APPOINTING JEO CONSULTING GROUP AS THE SPECIAL ENGINEER TO BE USED FOR THE DESIGN AND RECONSTRUCTION OF THE “NEBRASKA STREET FROM 2ND STREET TO 7TH STREET PROJECT,” WHICH IS IN CONJUNCTION WITH CDBG COMMUNITY DEVELOPMENT GRANT - CONTRACT NO. 16-CD-208.

WHEREAS, the City will be undertaking a project for the design and replacement of pavement, curb and gutters, and storm sewer improvements to Nebraska Street between 2nd and 7th Street, in connection with CDBG Community Development Grant - Contract No. 16-CD-208; and

WHEREAS, the City sought and received “Statement of Qualifications” from seven engineering firms, which were reviewed by a Committee; and

WHEREAS, the Committee, after review of said “Statement of Qualifications,” is recommending that the firm of JEO Consulting Group be approved as the special engineer for said project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to engage and use the firm of JEO Consulting Group for the “Nebraska Street from 2nd Street to 7th Street Project” in connection with the CDBG Community Development Grant – Contract No. 16-CD-208.

PASSED AND APPROVED this 15th day of January, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

