

**AGENDA
CITY COUNCIL MEETING
November 5, 2019**

1. [Call the Meeting to Order – 5:30 p.m.](#)
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 southwest 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 – October 15, 2019 and October 29, 2019](#)
4. [Approval of Claims](#)
5. [Public Hearing: To consider a business loan from its Revolving Loan Fund — Retail Reclaimers, LLC, in the amount of \\$145,000 to purchase furniture, fixtures, equipment and inventory to start a hardware/home store to be located at 615 Dearborn Street. The total project costs are estimated to be \\$1,891,000.](#)

Background: Retail Reclaimers, LLC, is has made application for a business loan from our revolving loan fund which was established using Community Development Block Grant Funds. Retail Reclaimers is requesting a CDBG RLF loan in the amount of \$145,000 to purchase furniture, fixtures, equipment and inventory to start a hardware/home store to be located at 615 Dearborn Street. Total project costs are estimated to be \$1,891,000. It is anticipated that funding to purchase the furniture, fixtures, equipment and inventory will include \$400,000 of bank financing, \$145,000 Wayne CDBG funds, \$200,000 Wayne LB840 Funds, \$200,000 Northeast Economic Development, Inc., funds, \$411,000 ACE Hardware loan, \$200,000 MUCS loan, and \$334,000 business equity. Approximately 10 jobs that primarily benefit low-to-moderate income persons will be created as a result of this project. No persons will be relocated as a result of this project.

The recommendation of is to approve a \$145,000 Wayne CDBG Loan amortized over 10 years at 4.50% interest as recommended by the Northeast Nebraska Economic Development District (NENEDD) staff and the Northeast Loan Committee per the Resolution below.

6. [Resolution 2019-61: Approving CDBG loan in the amount of \\$145,000 to Retail Reclaimers, LLC, to purchase furniture, fixtures, equipment and inventory to start a hardware/home store to be located at 615 Dearborn Street and subgranting funds to Nebraska Economic Development, Inc.](#)
7. [Resolution 2019-62: Approving Marketing Agreement with Utility Service Partners, Inc.](#)

Background: This program is designed to help address the public policy issue of aging infrastructure. If this agreement is approved, they would partner with the City to make this optional program available to the cities' customers. They provide homeowners with protection on their external water lines, external sewer lines as well as their in-home plumbing. USP would do the marketing, billing, claims management, and customer service. They offer homeowners the opportunity to purchase a warranty on water service lines, sanitary sewer service lines or in-home plumbing. They only use local area plumbers to do all of their work. The homeowner will receive up to \$8,500 in coverage towards each repair incident. This company does not have an annual or lifetime limit, as well as they do not limit the number of incidents or claims that anyone can have. They do not have a service fee or deductible. The in-home coverage is up to \$3,000 towards each repair incident. The City will receive revenue for their partnership in this - \$.50 per month per paid warranty contract. They market by way of direct mail. They have three campaigns in the calendar year. Council will consider entering into a contract with USP at a future meeting date. They have approximately 700 municipal partners across the United States and six are in Nebraska. The premiums are \$6.75 external water service line; \$7.75 external sewer service line; and in-home plumbing is \$9.99.

8. [Resolution 2019-63: Accepting Bid and Awarding Contract on the "2019 Water Transmission Main Project"](#)

Background: Eight bids were received today on this project. Roger Protzman, the City's engineer on the project, will be reviewing the same and have a recommendation for you at meeting time. At this time, the apparent low bidder is from Rutjens Construction, Tilden NE for \$2,121,077.91. The bid tabulation is included in the packet.

9. [Resolution 2019-64: Approving Scope of Services and Task Order No. 190287.02 with JEO Consulting Group, Inc., for the "Senior Center Addition Walk-In Cooler Project"](#)

Background: The scope of services, as well as the task order, are included in this packet for the "Senior Center Addition Walk-In Cooler Project." The estimated cost for the engineer and architect on this project is \$10,236.75 to \$11,496.75 after the 5% discount cost savings.

10. [Resolution 2019-65: Authorizing the sale of the South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska, to the Wayne State Foundation for \\$1,500.00](#)

Background: Per Council's directive at a previous meeting, staff sought proposals/bids on the city-owned property at the corner of 10th and Main Streets. Two bids were received: Wayne State Foundation - \$1,500 and Ed Brogie - \$501.00.

11. [Ordinance 2019-16: Directing the sale of the South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska, to the Wayne State Foundation for \\$1,500.00](#)

12. [Resolution 2019-66: Amending Schedule of Fees](#)

Background: The same is being brought forward in Resolution form per the suggestions/recommendations at the Council Mini-Retreat on Tuesday. Staff looked back on the rental fees of the auditorium, library/senior center and fire hall. In 2014, the only ones that were amended were: auditorium - \$225 to \$250, and fire hall - \$150 to \$200. Staff recommendations are in red.

13. [Resolution 2019-67: Authorizing the signing of the Year-End Certification of City Street Superintendent Form — 2019](#)

Background: These new requirements are the basis for determining the City's calendar year 2019 incentive funds. This Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2019.

14. [Resolution 2019-68: Accepting a plan to extend city services and setting a public hearing on the proposed annexation area for November 19, 2019, at or about 5:30 p.m. — Southeast Quadrant](#)

Background: The Planning Commission will meet on Monday to review and make a recommendation on this proposed annexation of property in the southeast quadrant of Wayne. A map is enclosed for your reference.

15. [Ordinance 2019-17: Amending Wayne Municipal Code Title XV Land Usage, Chapter 150 Building Regulations; Construction, Sec. 150.03 Moving Buildings](#)

Background: The City was approached by a developer to find a way to move a couple of mobile homes from one area across the street to another area. There are strict restrictions on moving buildings into and within the City that were adopted in 2002. One of the restrictions is based on the age of a mobile home instead of its condition. Staff feels the condition is more important than the age. Staff has proposed a few changes to this process that we feel is more flexible, but still ensures the public safety.

16. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
October 15, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, October 15, 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, Jennifer Sievers, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Jon Haase.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 3, 2019, 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 southwest 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 Buck, to approve the minutes of the meeting of October 1, 2019, 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 Haase 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:

Fiscal Year 2018-2019: ALERT-ALL CORP, SU, 205.00; APPEARA, SE, 76.90; BAKER & TAYLOR BOOKS, SU, 1213.57; BOMGAARS, SU, 3621.80; BRUENING LANDSCAPES

AND TURF, SE, 2750.00; CARHART LUMBER COMPANY, SU, 921.16; CARROLL DISTRIBUTING, SU, 701.29; CHEMQUEST, SU, 1457.50; CITY EMPLOYEE, RE, 78.94; CITY EMPLOYEE, RE, 4040.00; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 416.98; CITY EMPLOYEE, RE, 6550.86; CITY EMPLOYEE, RE, 248.09; CITY EMPLOYEE, RE, 56.94; CITY EMPLOYEE, RE, 80.21; COPY WRITE PUBLISHING, SU, 481.69; CORE & MAIN LP, SU, 1265.68; DEMCO, 2235.56; DUTTON-LAINSON COMPANY, SU, 14213.88; EASYPERMIT POSTAGE, SU, 829.01; ELECTRONIC ENGINEERING, SE, 3739.25; GALE/CENGAGE LEARNING, SU, 125.40; GERHOLD CONCRETE, SU, 3379.35; HILAND DAIRY, SE, 77.26; INGRAM LIBRARY SERVICES, SU, 850.79; INTERSTATE BATTERY SYSTEM, SU, 127.95; KAUP FORAGE & TURF, SU, 1290.00; KAY PARK REC CORP, SU, 6983.00; KTCH AM/FM RADIO, SE, 507.00; LUTT OIL, SU, 5110.92; MATHESON-LINWELD, SU, 32.75; MIDWEST LABORATORIES, SE, 184.00; MIDWEST TAPE, SU, 69.98; MOTOROLA SOLUTIONS, SU, 20030.40; NPPD, SE, 36589.45; NORTHEAST POWER, SE, 14672.36; OLSSON ASSOCIATES, SE, 1664.80; ONE CALL CONCEPTS, SE, 87.57; PAC N SAVE, SU, 749.45; PAC N SAVE, SU, 243.65; PENGUIN RANDOM HOUSE, SU, 131.24; QHA CLEANING, SE, 2532.75; QUALITY FOOD CENTER, SU, 282.95; QUALITY FOOD CENTER, SU, 47.92; RASMUSSEN, JEREMY, RE, 100.00; SELECT APPLIANCE, SU, 250.00; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1291.00; THE GLASS EDGE, SU, 179.00; TRUCK CENTER COMPANIES, SU, 484.31; ULINE, SU, 119.75; US BANK, SU, 3879.11; WAYNE AUTO PARTS, SU, 732.15; WAYNE COUNTY CLERK, SE, 46.00; WAYNE HERALD, SE, 272.00; WAYNE HERALD, SE, 465.00; WAYNE HERALD, SE, 797.00; WAYNE HERALD, SE, 2612.19; WAYNE HERALD, SE, 595.00; WAYNE VETERINARY CLINIC, SE, 560.00; WESCO, SU, 188.32; WAPA, SE, 14676.09; WIGMAN COMPANY, SU, 213.48; WILSON TOOL SERVICE, SU, 338.00; WISNER WEST, SU, 141.26; AMERICAN UNDERGROUND SUPPLY, SU, 296.60; BIG RIVERS ELECTRIC CORPORATION, SE, 234464.51; CITY EMPLOYEE, RE, 3.06; COTTONWOOD WIND PROJECT, SE, 16114.05; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; FAITH REGIONAL PHYSICIAN SERV., SE, 90.00; HYDRO OPTIMIZATION, SE, 60667.94; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 1416.00; MERCHANT SERVICES, SE, 2187.89; MERCHANT SERVICES, SE, 996.61; MERCHANT SERVICES, SE, 21.78; NORTHEAST POWER, SE, 19171.64; S & S WILLERS, SU, 298.41; SIGNS BY TOMORROW, SU, 634.00; TYLER TECHNOLOGIES, SE, 1393.75; WAYNE COMMUNITY SCHOOLS, RE, 1419.50; WORLDPAY INTERGRATES PAYMENTS, SE, 342.56

FISCAL YEAR 2019-2020: AMERITAS, SE, 80.09; AMERITAS, SE, 2624.22; AMERITAS, SE, 72.00; AMERITAS, SE, 89.96; BORDER STATES INDUSTRIES, SU, 144.65; BROWN SUPPLY, SU, 37.64; CITIZENS STATE BANK, RE, 1595.41; CITY EMPLOYEE, RE, 736.28; CITY EMPLOYEE, RE, 68.00; CITY OF WAYNE, PY, 77638.25; CITY OF WAYNE, RE, 736.28; CREDIT MANAGEMENT SERVICES, RE, 181.95; DUTTON-LAINSON, SU, 34.24; ECHO GROUP, SU, 164.48; FETHKENHER, KELSEA, RE, 150.00; FOURTH GENERATION FAMILY LIMITED, RE, 12615.48; GALE/CENGAGE LEARNING, SU, 173.48; GROSSENBURG IMPLEMENT, SU, 116.13; HAWKINS, SU, 872.50; ICMA, RE, 7983.69; IRS, TX, 3034.58; IRS, TX, 9362.38; IRS, TX, 12975.52; KELLY SUPPLY COMPANY, SU, 32.10; MARCO, SE, 182.96; MERCHANT SERVICES, SE, -3,206.28; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 150.00; NE DEPT OF REVENUE, TX, 3923.23; NE LIBRARY COM, FE, 800.00; OVERDRIVE, SU, 346.93; PAR MAR SECURITY SERVICES, SE, 113.38; ROBERTS, MAXIM, RE, 10.00; STADIUM SPORTING GOODS, SE, 184.00; UTILITY EQUIPMENT, SU, 5000.00; W.T. COX SUBSCRIPTIONS, SU, 1325.80; WAYNE COMMUNITY SCHOOLS, FE, 143.00; WAYNE HERALD, SU, 48.00; WORLDPAY INTERGRATED PAYMENTS, SE, -342.56; AMERICAN BROADBAND, SE, 2564.24; BACKSTROM, LESLIE, RE, 150.00; BENSCOTER CONSTRUCTION, SE, 8334.50; CITY OF WAYNE, RE, 50.76; DEARBORN LIFE INSURANCE, SE, 2497.62; ECHO GROUP, SU, 123.64; EMBASSY SUITE, SE, 278.00; EMPLOYERS MUTUAL CASUALTY, SE, 1008.01;

FRANCO, ELDA, SE, 35.00; GILL HAULING, SE, 261.25; GROSSENBURG IMPLEMENT, SU, 1.46; HANSEN, BRAD, RE, 500.00; HILAND DAIRY, SE, 110.85; MARCO, SE, 126.36; MERCHANT SERVICES, SE, 996.61; MERCHANT SERVICES, SE, 21.78; MERCHANT SERVICES, SE, 2187.89; MZRB, RE, 250.00; NE MUNICIPAL CLERKS ASSOC, FE, 45.00; NE NOTARY ASSOC, SU, 147.58; O'KEEFE ELEVATOR COMPANY, SE, 1629.92; O'REILLY AUTOMOTIVE STORES, SU, 34.18; PITNEY BOWES, SE, 253.84; STANTON YOUTH VOLLEYBALL PROGRAM, FE, 75.00; STATE NEBRASKA BANK & TRUST, SE, 45.28; TYLER TECHNOLOGIES, SE, 200.00; US FOODSERVICE, SU, 981.41; VAKOC CONSTRUCT, SU, 13.99; VERIZON, SE, 320.83; WAYNE COUNTY COURT, RE, 400.00; WORLDPAY INTERGRATES PAYMENTS, SE, 342.56

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

Phill Monahan, Fire Chief, introduced Carter Hasemann and requested Council consideration to approving his cadet membership application to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the cadet membership application of Carter Hasemann to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Phill Monahan, Fire Chief, introduced Kyauna Kring and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the membership application of Kyauna Kring to the Wayne Volunteer Fire

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

Ashley Shiwarski, Director Business Development – Administrator for the National League of Cities Service Line Warranty Program, stated her company or program is the only one endorsed by the National League of Cities; however, the company she actually works for is called “Utility Service Partners (USP).” Their program is designed to help address the public policy issue of aging infrastructure. They would partner with the City to make this optional program available to the city’s customers. They provide homeowners with protection on their external water lines and external sewer lines, as well as their in-home plumbing. USP would do the marketing, billing, claims management, and customer service. They would also educate the city’s customers on the homeowner’s responsibilities regarding water and sewer lines. USP offers homeowners the opportunity to purchase a warranty on water service lines, sanitary sewer service lines and in-home plumbing. USP only uses local area plumbers to do their work. The homeowner will receive up to \$8,500 in coverage towards each repair incident. USP does not have an annual or lifetime limit, nor do they limit the number of incidents or claims that anyone can have. USP does not have a service fee or deductible. The in-home coverage is up to \$3,000 towards each repair incident. The City will receive revenue for their partnership in this - \$.50 per month, per paid warranty contract. USP markets by way of direct mail and has three campaigns in the calendar year. Council will consider entering into a contract with USP at a future meeting date. USP has approximately 700 municipal partners across the United States and six are in Nebraska. The premiums are \$6.75 for the external water service line; \$7.75 for the external sewer service line; and \$9.99 for the in-home plumbing.

Councilmember Haase arrived at 5:36 p.m.

Denny Lutt, representing the Wayne VFW, 220 Main Street, was present requesting Council to consider adjusting their utility bill due to a higher than normal water/sewer usage as a result of a toilet running unnoticed.

Staff recommendation was to not adjust the utility bill, but rather allow more time in which to make payments.

While the Council sympathized with the situation, they felt that reducing the bill would be setting a precedent.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, denying the request of Denny Lutt, representing the Wayne VFW, 220 Main Street, to adjust the VFW's utility bill, but to allow them to pay the excess over a 12-month period. Mayor Giese stated the motion, and the result of roll call being all yeas, the Mayor declared the motion carried.

Matt Ley, CEO of State Nebraska Bank & Trust, was present requesting Council consideration to participating in the "Commercial Alley Paving Cost-Share Program." Mr. Ley stated the bank is willing to pay for 50% of the costs without involving the property owners on the west side of the alleyway, up to the end of their lot line, which is approximately 218 feet. Otte Construction has provided a cost estimate of \$7.09 per square foot (3,488 sq. ft.) for a total of \$24,734.00 for 7" thickness.

Administrator Blecke stated that Resolution 2006-75 established a cost-share program for paving alleys in areas zoned for commercial use in the City of Wayne. First National Bank of Wayne used this program in 2007 when the alley west of their new location (now Elkhorn Valley Bank) was built. State Nebraska Bank is now requesting the same consideration as they build their new branch facility at the corner of 10th and Main.

There was concern posed by Council over not paving the entire alley because of its high usage.

Administrator Blecke stated the Council could create a paving district; however, if the owners of 51% or more of the property (linear feet) opt out of the district, then the district is defeated. It was noted that the property or alley adjoining Chad Sebade's property to the north is already paved and therefore would not be part of the paving district.

Joel Hansen, Street and Planning Director, stated his concern is that the City is responsible for maintaining the alley. If a portion is left unpaved, the City will be receiving calls about erosion, mud, etc., to keep the alley in drivable condition.

Keith Moje, representing Otte Construction, advised the Council that 90% of the water from the project would be discharged out to Main Street and not in the alley. He was of the opinion if the other property owners, at a future time, would decide to pave the alley, it would not cause any issues.

Councilmember Woehler thought the entire alley should be completed/paved at one time.

Mr. Ley did not think the customers would be using the alley, as one would think.

Mr. Hansen, when asked, stated his opinion was also that the alley should be paved at one time.

Councilmember Woehler made a motion, which was seconded by Councilmember Eischeid, approving the request of Matthew Ley, CEO of State Nebraska Bank & Trust to participate in the Commercial Alley Paving Cost-Share Program (50%) for the alley located behind their new drive-thru at the corner of 10th and Main Streets, and to look at options to finish paving the remainder of the alley. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the second public hearing to obtain public input on the application for Community Development Block Grant No. 16-CD-108 — Wayne 2018 Pedestrian Curb Ramp Project.

Jan Merrill with the Northeast Nebraska Economic Development District was present to answer questions. She advised the Council that a second public hearing is required for each CDBG funded project to obtain citizen input, comments, or opinions with regard to the program performance.

The City of Wayne was awarded \$350,000 of CDBG Comprehensive Development (CD) Phase II funds. \$277,674.43 has been used to install approximately 175 ADA ramps at pedestrian crossings; \$6,161.98 has been used for general administration; and \$2,138.12 has been used for construction management. Local matching funds of \$76,750 and \$76,750 in leveraged funds was provided by the City of Wayne from the 2nd Street Paving and Storm Sewer Project. The total program cost to date is \$285,554.53. All activities will be conducted within the LMI target area. All CDBG funds will benefit low-to-moderate income persons in the community and no persons will be displaced as a result of this project.

No action was needed on the matter.

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

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

Ms. Merrill then requested Council consideration to amending the budget for CDBG 16-CD-108 –“Wayne 2018 Pedestrian Curb Ramp Project.” She explained that the amendment consists of moving \$27,428.00 in CDBG funds from the General Administration and \$5,622.00 of Construction Management funds into the Street activity. This is a result of the actual construction and project engineering costing more than the estimated costs indicated in the grant application. The Northeast Nebraska Economic Development District, the organization providing grant administration services, estimates that approximately \$33,050.00 in general administration funds will be de-obligated if the budget amendment is not approved. The City has provided \$216,679.49 in local matching and leveraged funds to this project.

Administrator Blecke stated we would then reimburse ourselves \$27,428 for the ADA work that was done at Bressler Park. It fits very well with this project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving the budget amendment for CDBG 16-CD-108 – Wayne 2018 Pedestrian Curb Ramp Project. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated the “Wayne 2018 Pedestrian Curb Ramp Project” is complete, and the following two agenda items have been requested to be brought before Council for consideration by Jon Mooberry, JEO Consulting Group, Inc., engineer on the project.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, approving the Certificate of Substantial Completion for the “Wayne 2018 Pedestrian Curb Ramp — CDBG No. 16-CD-108 Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, approving Contractor’s Application for Payment No. 5 (Final) for \$10,860.52 to I & A Construction, LLP, for the “Wayne 2018 Pedestrian Curb Ramp – CDBG No. 16-CD-108 Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated that the City received three bids on the “Senior Center Freezer/Pantry Storage Addition Project.” After review of the same, the recommendation is to award the contract to the lowest bidder – Benscoter Construction for \$27,215. The other two bids were from Otte Construction - \$41,670 and Horizon Construction - \$37,910. Mr. Blecke’s only concern on the bids received was the brick, specifically the size and color. He wants the outside to look like it was not an afterthought.

Lou Benscoter was present to answer questions. He noted that the color match would be the same, but the size would be a little shorter. He thought that maybe enough of the old brick could be salvaged to do the south side of the addition.

City Clerk McGuire noted that the bond previously submitted is for “Louis Benscoter, d/b/a Benscoter Plumbing.” She stated she does not have a Certificate of Insurance on file from Mr. Benscoter. Mr. Benscoter advised them that this project would be for “Benscoter Construction,” which is now owned by Louis Benscoter, his son. The appropriate bond/certificate of insurance would need to be received for “Benscoter Construction.”

Mr. Blecke stated the start date for this project was the fall of 2019, and the completion date was April 1, 2020. There were no penalties indicated in the specifications, nor was there a bid bond required for the project.

Councilmember Woehler had concerns about the lack of a bid bond being required for the project. In addition, the lack of bid specs could be why there is a discrepancy in the bid amounts. It could be that not everyone is bidding apples to apples.

Councilmember Brodersen also had concerns with the lack of bid specs.

Administrator Blecke stated in order to address the additional concerns, the project would have to be rebid.

City Attorney Miller advised the Council they have to take the lowest responsible bid. If Council has more questions, they can reject all bids.

Councilmember Eischeid made a motion, which was seconded by Councilmember Woehler, rejecting the bids received on the “Senior Center Freezer/Pantry Storage Addition Project” and directing City staff to contact the City Engineer and Architect to prepare plans and specifications for the “Senior Center Freezer/Pantry Storage Addition Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Police Chief Chinn stated due to an accident a few weeks ago involving one of the Police Department’s patrol cars, he is requesting approval to purchase a new 2019 Ford Police Interceptor Sedan that was located in Nebraska by Arnie’s Ford. EMC Insurance has totaled the cruiser involved in the accident and is issuing the City of Wayne a check for \$15,000 (market value of the vehicle) to speed the process of the claim that has been made. They will then subrogate the other insurance company involved for any other additional expenses or damages found. Chief Chinn asked Arnie’s to search to see if any prebuilt units were available to help alleviate the wait time of working through the specs and ordering a replacement vehicle. They found six patrol cars that were not accepted by an ordering agency due to end of year budget

time issues. There is one of these left that has very similar specs to what the City would normally order. The State bid contract price is \$26,147.00. Since Ford was stuck with these, they have reduced the purchase price to \$25,147.00. Arnie's is placing a hold on this vehicle, pending Council approval to purchase.

Chief Chinn would not necessarily be looking at another sedan for a replacement due to size restrictions with equipment, but all of the equipment in the 2015 vehicle involved in the accident will transfer to this 2019 vehicle with no additional purchase of any equipment. EMC will also be covering the costs involved with the un-installing of the existing equipment, the installation of equipment into the new unit, along with the decals on the new unit, and any other equipment damage found from the accident during this process.

Councilmember Spieker introduced Resolution 2019-60, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2019-60

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2019 FORD POLICE INTERCEPTOR SEDAN AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD - \$25,147.00.

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

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:51 p.m.

**MINUTES
CITY COUNCIL MEETING
October 29, 2019**

The Wayne City Council met in special session at City Hall on Tuesday, October 29, 2019, at 5:00 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, Jennifer Sievers, Chris Woehler, Jason Karsky, and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Jon Haase and Matt Eischeid.

Notice of the convening meeting was given in advance by posting in three places on October 25, 2019, 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 southwest 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.

The Council discussed the following retreat items:

- Presentation by CLAWS (Civic Leadership at Wayne State) and Dr. Teresa Morales, Associate Professor of Communication, Wayne State College, regarding tenant/landlord issues in Wayne.
- Community Activity Center update by Amber Schwarte, Recreation Services Coordinator, on:
 - Possible weight room/cardio expansion into the concession area; and
 - Track/floor/north wall
- Schedule of Fees
- Blueprint Nebraska — a Strategic Plan to "Grow the Good Life"
- Public Art — General Discussion and Artist Solicitation
- Parking – Multi-Family/Rental
- City Hall – Civic and Community Center Financing Fund Grant Application (January 15, 2020 deadline) – Staff was directed to apply for a planning grant.

- Sale of City-Owned Property
- Annexation — Development Plan
- Rezoning – Future Land Use Map
- Employee Benefits
- Consider planning a half cent sales tax on the ballot next year

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 8:53 p.m.



Vendor	Payable Description	Payment Total
FISCAL YR 2018-2019		
CITY OF NORFOLK	SNARE MATCH	1,500.00
I&A CONSTRUCTION	PEDESTRIAN CURB RAMP	10,860.52
FISCAL YR 2019-2020		
ACES	ACES WIND ENERGY SERVICE AGMT	901.25
AKOI, AWOTI	YOUTH FOOTBALL REF	12.00
ALARCON-FLORY,PERLA	INTERPRETER SERVICES	25.00
ALERT-ALL CORP.	HATS/STICKERS/BAGS	1,128.50
AMAZON.COM, LLC	INDEX CARDS/HEADPHONES/BOOKS/DVD'S	627.70
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	94.66
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,782.58
AMERITAS LIFE INSURANCE	AMERITAS ROTH	80.09
APPEARA	LINEN & MAT SERVICE	272.13
ARC-HEALTH & SAFETY	AED/CPR TRAINING SUPPLIES	240.00
ARNIE'S FORD INC	2019 POLICE INTERCEPTOR	25,157.00
ARNIE'S FORD INC	STEERING WHEELS	416.57
B & B PAINTING, LLC	PAINT FIRE HALL WALLS	337.94
BAIRD HOLM LLP	FERC LITIGATION	329.43
BEAVER, ADAM	YOUTH FOOTBALL REF	135.00
BEHNKIE, NATE	FOOTBALL REF	-80.00
BEHNKIE, NATE	FOOTBALL REF	80.00
BLACK HILLS ENERGY	GAS BILLS	275.22
BLACKBURN MANUFACTURING CO	MARKING FLAGS	382.08
CARRAHER, ELLIOT	YOUTH FOOTBALL REF	105.00
CDW GOVERNMENT LLC	COMPUTER TOWERS	3,593.93
CENTURYLINK	TELEPHONE CHARGES	422.09
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	740.80
CITY OF WAYNE	PAYROLL	77,448.58
CITY OF WAYNE	UTILITY REFUNDS	1,097.23
CONCEPT SEATING	SHIPPING CHARGES ON CHAIR WARRANTY PARTS	50.00
CORE & MAIN LP	HYDRANT REPAIRS	1,478.01
CREATIVE DISPLAYS, INC	CHRISTMAS LIGHT BULBS	103.17
CREDIT MANAGEMENT SERVICES, INC.	PAYROLL DEDUCTION	181.95
DANKO EMERGENCY EQUIPMENT	REPAIR HURST CUTTER TOOL	1,484.01
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	75.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	113.52
DISPLAY SALES INC	CHRISTMAS BULBS	477.00
DUGAN BUSINESS FORMS	25,000 WINDOW ENVELOPES	1,468.75
DUTTON-LAINSON COMPANY	PADMOUNT TRANSFORMER	11,545.84
ECHO GROUP INC JESCO	LED CANOPY FIXTURE	304.33

ELLIS HOME SERVICES	TOILET REPAIRS	139.35
FAIR MANUFACTURING INC.	HYDRAULIC HOSE/ADAPTER/LABOR	700.00
FAUSS, DAVE	FOOTBALL REF	80.00
FIREMAN'S ASSOCIATION	2019-2020 WSC FIRE AGREEMENT	5,000.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,841.76
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	229.14
GERHOLD CONCRETE CO INC.	CONCRETE	5,546.57
GROSSENBURG IMPLEMENT INC	FILTERS/OIL	260.62
HAUFF MID-AMERICAN SPORTS	FIELD PAINT	229.26
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	208.56
HOLTORF, JACOB	YOUTH FOOTBALL REF	150.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	7,994.45
IRS	FEDERAL WITHHOLDING	9,406.86
IRS	MEDICARE WITHHOLDING	21.08
IRS	FICA WITHHOLDING	90.10
IRS	MEDICARE WITHHOLDING	1.46
IRS	FICA WITHHOLDING	6.24
IRS	MEDICARE WITHHOLDING	3,017.74
IRS	FICA WITHHOLDING	12,903.42
ISLAND SPRINKLER SUPPLY CO	LID	77.71
JACK'S UNIFORMS	EMBLEM SEWN ON JACKET	2.50
JEO CONSULTING GROUP	PEDESTRIAN CROSSING CURB RAMPS	911.60
JEO CONSULTING GROUP	WATER TRANSMISSION MAIN/MASTER AGMT	21,396.25
JONES, LEONARD	DRIVEWAY DEPOSIT REFUND	500.00
KEAGLE, JEFF	FOOTBALL REF	80.00
KNOX, EVELYN	YOUTH FOOTBALL REF	12.00
MAIN STREET GARAGE, LLC	TOWING CHARGES	100.00
MAIN STREET GARAGE, LLC	HANDIVAN OIL CHANGE	58.95
MAROTZ, MORGAN	YOUTH FOOTBALL REF	84.00
MIDWEST TAPE LL	AUDIO BOOKS	24.99
NE DEPT OF REVENUE	STATE WITHHOLDING	3,963.05
NE DEPT OF REVENUE	STATE WITHHOLDING	1.38
NE DEPT OF TRANSPORTATION	WAYNE TRAIL PHASE II	120,413.59
NE HARVESTORE	SERVICE TOOLCAT/TIRES	1,095.25
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	349.00
NE SAFETY COUNCIL	MEMBERSHIP DUES	350.00
NICHOLS, GLEN	BUILDING PERMIT DEPOSIT REFUND	100.00
NISSEN, TEGAN	YOUTH FOOTBALL REF	12.00
NORTHEAST NE ECONOMIC DEV DIST	16-CD-108 SEPTEMBER 19 SERVICES	824.88
NORTHEAST POWER	FERC LITIGATION	2,485.40
NOVA FITNESS EQUIPMENT	REPAIR GRIPS/WIRE HARNESS	139.31
POLLARD PUMPING	PORT A POTTY-BOYSCOUT PARK	250.00
RETHWISCH, RICHARD	FOOTBALL REF	80.00
RON'S RADIO	PAGER BATTERY	307.20
SCHUTTE, BYRN	YOUTH FOOTBALL REF	108.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	195.96
STADIUM SPORTING GOODS	EMBROIDERY	78.00
STAPLES, INC	OFFICE SUPPLIES	587.53
STATE NEBRASKA BANK & TRUST	PUBLIC SAFETY BONDS	6,326.25

STATE NEBRASKA BANK & TRUST	WIRE FEE-PUBLIC SAFETY BONDS	25.00
TITAN MACHINERY	ANTIFREEZE	41.40
UNITED HEALTHCARE	HEALTH INSURANCE PREMIUM	44,804.16
US BANK	COMPUTER SUPPLIES/CONFERENCE/LODGING	5,717.59
	CIRCUIT BREAKERS/TREATMENT PLANT UPGRADES	
VIAERO WIRELESS	CELL PHONE	68.36
WAYNE COUNTY COURT	BOND	300.00
WESCO DISTRIBUTION INC	FUSES	977.98
WISNER WEST	FD GASOLINE	113.70
WRIEDT, RONALD	ANNUAL CONFERENCE	367.00
	Grand Total:	408,923.48

Wayne City Council Agenda

Object: Approve a \$145,000 loan and subgrant the funds to Northeast Economic Development, Inc. utilizing the NDO process to lend to Retail Reclaimers, L.L.C.

Contact Person: Jeff Christensen, NENEDD Business Loan Specialist

For: Action

Background: Retail Reclaimers, L.L.C. is requesting \$145,000 of Wayne’s Community Development Block Grant (CDBG) RLF funds to open an Ace Hardware and Home Store to be located at the former Shopko building at 615 Dearborn St. in Wayne. Steven LeGrand and partners, Mike McManigal, Bradley Woehler, Christopher Woehler, Wesley Blecke, and Geoff Rozovics are the business professionals behind the LLC. These people are local businessmen in the Wayne area. Some of these investors are also part of the LLC that has purchased the Shopko building and with the intention of leasing it to Ace Hardware and Home Store. A complete disclosure will be made regarding any potential conflict of interest of those involved with the City of Wayne.

The Shopko building is 27,600 sq ft with 21,000 sq ft of retail space. The Ace store will occupy approximately 17,000 sq. ft. with the remaining sales floor space dedicated for a home store with categories like apparel, shoes, domestics and health and beauty aids. The Ace will be a full line hardware store with all categories represented (paint, plumbing, electrical, hardware and fasteners, hand and power tools, housewares, lawn and garden, automotive, sporting goods).

The investment plans to use economic development funds and other capital sources to help fund this project. Steve, Mike and Bradley will be in charge of the day to day operations of the store and plan to hire a key store manager and assistant manager. With the team’s business experience, the store will have very high standards for service and quality. The plan is to have this store open for the 2020 lawn and garden season.

Wayne has a population of 5,660, is the county seat, and home of Wayne State College (WSC). WSC has an enrollment of 2,975 with 44% of students living in college owned or operated housing. This presents two business opportunities in business to business and in a college focused assortment for campus living- license apparel, small appliances, cleaning supplies, etc.

Total project costs are estimated to be \$1,891,000 to purchase the furniture, fixtures, equipment and inventory. State Nebraska Bank & Trust in Wayne and the members of Retail Reclaimers, LLC are requesting that the City of Wayne will provide a CDBG loan in the amount of \$145,000 towards the project in addition to the \$200,000 LB840 funds. State Nebraska Bank & Trust will provide a loan of up to \$400,000, NED, Inc. will provide \$200,000, Ace Hardware will provide \$411,000, MUCS (Blair Ace Hardware) will provide \$200,000, and the members of Retail Reclaimers, L.L.C. will provide \$335,000 in cash. It is also anticipated the project will create 10 full time equivalent (FTE) jobs.

Explanation:

Uses ↓	Sources →	Bank	Wayne RLF	NED, Inc.	Wayne LB840	ACE Discount	MUCS	Equity	Total
Furniture, Fixtures, Eq.		-0-	-0-	\$128,114	-0-	-0-	-0-	\$145,000	\$273,114
Working Capital		\$400,000	-0-	-0-	-0-	-0-	-0-	-0-	\$400,000
Startup costs/fees		-0-	-0-	-0-	\$125,225	-0-	-0-	\$71,886	\$197,111
Home Store Inventory		-0-	\$145,000	\$71,886	\$74,775	-0-	-0-	\$83,569	\$375,230
Ace Inventory		-0-	-0-	-0-		\$411,000	\$200,000	\$34,545	\$645,545
Total		\$400,000	\$145,000	\$200,000	\$200,000	\$411,000	\$200,000	\$335,000	\$1,891,000

State Nebraska Bank & Trust in Wayne is considering a loan of up to \$400,000 for working capital for this project. It will be set up as a regular real estate commercial loan with a one-year drawdown period, and then fully amortized over a 10-year term at an interest rate of 5.00% fixed. The loan will be interest only for the first 12 months, then amortized with principal and interest payments due monthly once the business is fully operational. The bank will require first position UCC filing on company assets as collateral, along with personal guarantees of 125% of the loan pro-rata to the ownership percentage.

The City of Wayne will lend \$145,000 of its CDBG funds for this project. These funds will be sub-granted to NED, Inc., as a Non-profit Development Organization (NDO), who will in turn lend the \$145,000 to Retail Reclaimers, L.L.C. The \$145,000 NDO loan will have a 10-year term at NENEDD staff/Northeast Loan Committee recommendation of 4.50% (fixed). The members of the LLC have requested 0.00% interest at a 15 year term. The Wayne City Council does not have to accept the recommendation and can set the rate and term as they choose. 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. NED, Inc. will also lend an additional \$200,000 for this project making a total NED, Inc. loan of \$345,000. The \$200,000 portion was approved by the NED, Inc. board of directors with an 11-year term at 4.50% (fixed). Interest only payments can be made the first year followed by a 10 year term with interest and principal payment to be paid.

Regarding the interest rate & term: Wayne and NENEDD/NED, Inc. have approved loans to other projects at a lower interest rate. However, these were businesses that met the Nebraska Department of Economic Development's eligibility guidelines related to the Nebraska Advantage tax incentive program such as Research and Development, Scientific Testing, Manufacturing, Production of Electricity Using renewable Energy Sources, Targeted Export Services, (75% of sales outside Nebraska or to the U.S. Government including Cloud Computing), Software Development Services, Computer Systems Design, Product Testing Services, Guidance or Surveillance Systems, Technology Licensing, Distribution, Storage/Warehousing, Transportation Headquarters (Administrative) Data Center, Internet Web Portal, Retail Sales of Tangible Personal Property (TPP) if 20% is at wholesale, manufactured, or to someone else in qualified business, and Retail Sales of TPP if 75% or more of sales are outside of Nebraska. Section 6.0 of Wayne's RLF guidelines state funds used for furniture, fixtures, and equipment have a term up to 10 years.

NED, Inc. will have a blanket UCC lien on company assets subordinate to the bank with the intent of securing a first lien position on the "non-ACE Hardware" inventory. NED, Inc. will require a personal guaranty from all owners/members of the LLC at 125% of the loan pro-rata to their ownership percentage. NED, Inc. will also require life insurance assignments from Steve LeGrand for \$175,000 and Mike McManigal for \$100,000. Other public funds include \$200,000 from the Wayne's LB840 funds with a 15-year term at 0.00% interest.

The Northeast Revolving Loan Fund (RLF) committee was presented information on credit scores, net worth, collateral, and financial information as part of the loan summary and recommends this loan for approval.

Motion: Approve a \$145,000 Wayne CDBG loan amortized over 10 years at 4.50% interest (fixed) as recommended by NENEDD staff and the Northeast Loan Committee. The \$145,000 Wayne CDBG funds will be sub-granted to NED, Inc. to lend to Retail Reclaimers, L.L.C., utilizing the Non-Profit Development Organization (NDO) process.

RESOLUTION NO. 2019-61

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) LOAN IN THE AMOUNT OF \$145,000 TO RETAIL RECLAIMERS, LLC, AND SUBGRANTING FUNDS TO NEBRASKA ECONOMIC DEVELOPMENT, INC.

WHEREAS, the City of Wayne held a public hearing on November 5, 2019, regarding the \$145,000 Revolving Loan Fund application of Retail Reclaimers, LLC, of which said funds will be used to purchase furniture, fixtures, equipment and inventory to start a hardware/home store to be located at 615 Dearborn Street in Wayne; and

WHEREAS, the City of Wayne will sub-grant the \$145,000 CDBG Funds to Northeast Economic Development, Inc., to loan to Retail Reclaimers, LLC, utilizing the Non-Profit Development Organization process as presented and recommended by Northeast Nebraska Economic Development District staff and the Northeast Revolving Loan Fund Committee; and

WHEREAS, the only comments regarding the \$145,000 loan were received in writing from Northeast Economic Development, Inc., favorably recommending the loan be approved, with the same being amortized over 10 years at an interest rate of 4.50%.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the application submittal of Retail Reclaimers, LLC, is hereby affirmed and the same is hereby approved; and that the Mayor, City Administrator, and City Attorney are authorized to proceed forthwith in preparation of the necessary project use documents and are hereby authorized to enter into all necessary agreements regarding the same.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that it approves the loan from the Revolving Loan Fund in the sum not to exceed \$145,000; the use of said funds to be used to purchase furniture, fixtures, equipment and inventory to start a hardware/home store to be located at 615 Dearborn Street in Wayne.

BE IT FURTHER RESOLVED by the Mayor and the City Council of the City of Wayne, Nebraska, that said application be designated RLF No. 2019-01.

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-62

A RESOLUTION APPROVING MARKETING AGREEMENT BETWEEN THE CITY OF WAYNE AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., D/B/A SERVICE LINE WARRANTIES OF AMERICA.

WHEREAS, the Wayne City Council is desirous of entering into a Marketing Agreement with Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America to offer the City of Wayne utility customers/property owners the opportunity to purchase service plan(s) for external water and/or sewer and interior plumbing and drainage; and

WHEREAS, a license fee will be paid to the City in the amount of \$.50 per product/plan that the same is in force for said property owner(s).

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Marketing Agreement with Utility Service Partners Private Label, Inc., d/b/a Service Line Warranties of America, be approved and that the Mayor be and he hereby is hereby authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of Wayne, Nebraska ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo or other branding ("**Marks**"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. **Property Owner Data.** Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "**Property Owner Data**". City may provide Company with Property Owner Data for use by Company in furtherance of the

advertisement, marketing, and sale of the Products. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. For the avoidance of doubt, this Agreement shall be deemed confidential and the City shall notify Company should this Agreement be subject to disclosure due to any public records laws.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Wes Blecke
City of Wayne
PO Box 8
Wayne, NE 68787-0008
Email: wblecke@cityofwayne.org
Phone: (402) 375-1733

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** This Agreement and the License granted herein may not be assigned by

Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of City, such consent not to be unreasonably withheld.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Nebraska, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF WAYNE

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Wayne
Term Sheet
June 17, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products.

- a. External water service line plan (initially, \$6.75 per month)
- b. External sewer/septic line plan (initially, \$7.75 per month)
- c. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:
 - Property Owner responsibility: From the main to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line plan:
 - Property Owner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage plan:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.



Bid Tab

PROJECT | 2019 Water Transmission Main, DWSRF No. 311643

JEO PROJECT NO. | 182177.00

LOCATION | Wayne, Nebraska

LETTING | October 31, 2019 @ 10:00AM

OPINION OF PROBABLE COST | Base Bid \$3,030,800; Alternate \$595,000

*** Award Pending Council Approval and Final Tabulation of Bids

Bidder	Base Bid	Alternate Deduct	Bid Bond / Ackn Add.
Bauer Underground Lincoln, NE			
BRB Contractors, Inc. Topeka, KS	\$2,838,166.40	\$0.00	X
Carl V Carlson Cmpany Hartford, SD			
Carstens Contracting, Inc. Dell Rapids, SD	\$3,564,953.50	\$0.00	X
Core & Main Sioux Falls, SD			
Horizontal Boring & Tunneling Co. Exeter, NE			
King Cnostruction Wall Lake, IA			
Mellen & Associates Council Bluffs, IA			
Midlands Contracting, Inc. Kearney, NE			
Myers Construction, Inc. Broken Bow, NE	\$3,643,203.90	\$40,000.00	X
Nebraska Hydro Seeding Gretna, NE			
Northern Lights Contracting Bloomington, MN			
Penro Construction Co., Inc. Pender, NE	\$2,405,021.10	\$138,000.00	X
Robert Woehler & Sons Construction, Inc. Wayne, NE			
Rutjens Construction Tilden, NE	\$2,121,077.91	\$0.00	X
Starostka Group Unlimited, Inc. Grand Island, NE	\$3,540,224.35	\$40,500.00	X
SuBSurfco, LLC South Sioux City, NE			
Valley Corporation Valley, NE	\$3,245,185.63	\$0.00	X
Van Kirk Bros. Contracting Sutton, NE	\$2,333,176.10	\$0.00	X

RESOLUTION NO. 2019-63

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
"2019 WATER TRANSMISSION MAIN PROJECT."**

WHEREAS, eight bids were received on October 31, 2019, on the "2019 Water Transmission Main Project;" and

WHEREAS, the bids have been reviewed by the City's Engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "2019 Water Transmission Main Project," as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Rutjens Construction Tilden Nebraska	\$2,121,077.91

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

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-64

A RESOLUTION APPROVING SCOPE OF SERVICES AND TASK ORDER NO. 190287.02 WITH JEO CONSULTING GROUP, INC., FOR THE “SENIOR CENTER ADDITION WALK-IN COOLER PROJECT.”

WHEREAS, the Wayne City Council, on July 2, 2019, appointed JEO Consulting Group, Inc., as the special engineer on various City of Wayne Projects; and

WHEREAS, JEO Consulting Group, Inc., has prepared a Scope of Services and Task Order for a project entitled: “Senior Center Addition Walk-In Cooler Project:” and

WHEREAS, said additional engineering services for this project is proposed to range from \$10,236.75 to \$11,496.75; and

WHEREAS, said amount includes the 5% discount as per the Master Services Agreement entered into on July 2, 2019.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Scope of Services and Task Order No. 190287.02 between the City of Wayne and JEO Consulting Group, Inc., is hereby approved for the “Senior Center Addition Walk-In Cooler Project.”

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

SCOPE OF SERVICES

SENIOR CENTER ADDITION FOR WALKIN COOLER
WAYNE, NEBRASKA
JEO Project # 190287.02

1. Project Description/Assignment:

Senior Center, Wayne, Nebraska: Architecture and Engineering services to generate design documents for the construction of a 13 ft x 14 ft addition to include an 8 ft x 8 ft walk-in cooler. Plans are to be developed from existing drawings. Site survey will not be completed.

2. Scope of Services

I. **Design Phase**

1. Code Review: International Building code, ADA requirements, and International Plumbing Code.
2. Construction documents detailing the architectural aspects of the project –floor plan, electrical and lighting layout, interior elevations, sections, and details as needed.
3. Structural plans to include foundation/slab, and roof framing.
4. Material selections and Coordination with JEO on the specifications.
5. Architectural Seal of plans and submittal to State of Nebraska Fire Marshal.
6. Mailing/Emailing at no charge. Plans printed at no charge.
7. Electrical design.
8. General civil site notes.

II. **Bidding and Negotiation Phase, if needed**

- A. To be completed and negotiated by Owner.

III. **Construction Phase**

- A. Construction one site visit and material approval (architectural only)
- B. Provide interpretation of the plans and specifications, when necessary.

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

- A. Schedule and conduct Pre-construction meeting, on site, for the proposed improvements.
- B. Review shop drawings and related data supplied by the Contractor.
- C. Provide horizontal and vertical control for the project (staking).
- D. Review Contractor's final payment estimate and provide to Owner and review.
- E. Consult with and advise Owner during construction.
- F. Review Geotechnical soil and concrete testing results, as needed. Testing to be paid for by Owner.
- G. Conduct a final inspection of project with the Contractor and Owner.
- H. Compile record drawings and submit to NDEQ along with notice of completion.
- I. Design of structural components.
- J. Recommend to the Owner the acceptance of the project, and complete the necessary certificates. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance

EXHIBIT A

with the plans, specifications and contract documents. Final acceptance documentation may be the final pay application.

- K. Floodplain, Corps 404, Migratory Bird Studies, or other environmental permitting, not outlined in the scope of services.
- L. Water main design.
- M. RPR services for construction observation.
- N. Meetings not outlined in the scope of services.
- O. Any other item not outlined in the scope of services.

V. **Estimated Time Frame**

- A. Design Phase – 21 calendar days from authorization to proceed.
- B. Bidding & Negotiation Phase – By Owner.
- C. Construction Phase – after construction contract award and during construction.

Exhibit B

This is Task Order No. 190287.02,

Consisting of 5 pages

Task Order

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated October 30, 2019 ("Agreement"), Owner and Engineer agree as follows:

Specific Project Data

- A. Title: Senior Center
- B. Description: Addition to southwest corner of Senior Center to add a walkin cooler.

1. Services of Engineer

See Attachment "A".

2. Owner's Responsibilities

Exhibit "A" from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

3. Times for Rendering Services

Phase	Completion Date
Study and Report – Title Search	NA
Preliminary Design	
Final Design	11/22/19
Bidding or Negotiating	NA
Construction	NA
Post-Construction	
TOTAL	

4. Payments to Engineer

A. For Lump Sum Method of Payment:

- 1. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$_____ based on the following assumed distribution.
- 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in by the Owner.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated 7/9/19.

Exhibit B

Phase	Compensation
Study and Report	
Preliminary Design	
Final Design	
Bidding or Negotiating	
Construction	
Post-Construction	
TOTAL	

B. For Standard Hourly Rates Method of Payment:

1. The Standard Hourly Rates shall be per Engineer’s Standard Hourly Rates Schedule.
2. The total compensation for services identified under paragraph 1 of the Task Order is estimated to be \$ 10,236.75 to 11,496.75 based on the following assumed distribution.
3. Engineer’s estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

Phase	Estimated Compensation
Study and Report – Title Search	
Preliminary Design	
Final Design	Consultant \$6,180 to \$7700
Final Design	JEO Fees \$4,365
Bidding or Negotiating	
Construction	
Post-Construction	
SUBTOTAL	\$10,745 to \$12,065
5% Discount Cost Savings	(\$508.25-\$568.25)
FINAL PROJECT COSTS	\$10,236.75 – \$11,496.75

5. Other Modifications to Master Agreement:

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated 7/9/19.

Exhibit B

receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____.

Engineer

Roger L. Protzman

Signature

Date

Roger Protzman, P.E.

Name

Project Manager

Title

Owner

Signature

Date

Cale Giese

Name

Mayor

Title

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Roger Protzman

Name

Project Engineer

Title

803 Norfolk Ave, Norfolk, NE 68701

Address

rprotzman@jeo.com

E-Mail Address

402-371-6416

Phone

402-371-5109

Fax

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name

Title

Address

E-Mail Address

Phone

Fax



WAYNE STATE FOUNDATION & ALUMNI

1111 Main Street • Wayne, Nebraska 68787 • www.wsc.edu/alumni

Foundation Office: 402-375-7510 • Alumni Office: 402-375-7526

October 18, 2019

Wes Blecke, City Administrator
City of Wayne
306 Pearl St
Wayne, NE 68787

Dear Mr. Blecke,

The Wayne State Foundation would like to make an official offer of **\$1,500 (fifteen hundred dollars)** to purchase the following:

- 30' x 150' piece of property located at the corner of 10th and Main Streets and legally described as the South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Armstrong".

Kevin Armstrong
CEO, Wayne State Foundation
Kearmst1@wsc.edu
402-375-7534

Ed & Lee Brogie
319 West 6th Street
Wayne, NE 68787

21 October 2019

City of Wayne
306 Pearl Street
Wayne, NE 68787

Re: Purchase of Property - Parcel ID 80197.00

We are interested in purchasing the property, currently owned by the City of Wayne, identified as Parcel ID 80197.00, for the price of **\$501.00**.

This property is directly to the north of the property we own at 935 Main Street (Parcel ID 4700.00) and our sewer line runs under this property.

Our purchase of this property, which currently is an unbuildable lot, will benefit the City of Wayne, by removing the City's need to maintain the property (mowing and snow removal) and by returning the property to the tax levy.

Sincerely,

Ed Brogie
Lee Brogie




RESOLUTION NO. 2019-65

A RESOLUTION AUTHORIZING THE SALE OF THE SOUTH 25' OF LOT 5, AND THE NORTH 5' OF LOT 4, BLOCK 1, SPAHR'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO WAYNE STATE FOUNDATION.

WHEREAS, the City of Wayne is the owner of the following described property, to-wit:

The South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, there are no current delinquent real estate taxes or special assessments payable to Wayne County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Clerk is directed to prepare an ordinance directing the sale of a tract of land legally described as follows:

The South 25' of Lot 5 and the North 5' of Lot 4, Block 1, Spahr's Addition to the City of Wayne, Wayne County, Nebraska,

to Wayne State Foundation for the sum of \$1,500.00 and other valuable consideration.

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2019-16

AN ORDINANCE DIRECTING THE SALE OF THE SOUTH 25' OF LOT 5, AND THE NORTH 5' OF LOT 4, BLOCK 1, SPAHR'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO THE WAYNE STATE FOUNDATION.

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to the Wayne State Foundation the Wayne State Foundation, a tract of land legally described as:

**The South 25' of Lot 5 and the North 5' of Lot 4, Block 1,
Spahr's Addition to the City of Wayne, Wayne County,
Nebraska,**

for the sum of \$1,500.00 and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2019-66

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

WHEREAS, the City Council, by and through the City Code and as a matter of general policy, establish certain rates, fees and charges for purposes of raising operating revenue and covering costs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Wayne, Nebraska, that the attached schedule of rates, fees and charges are hereby amended and the same shall, if not already in effect, become effective upon the passage and approval of this Resolution.

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

CLERK/POLICE

	2019
Utility Deposits	
Electric	\$ 150.00
Water	\$ 75.00
Sewer	\$ 75.00
Reconnect Fees	\$ 75.00
Overtime Rate	\$ 100.00
Bad Checks	\$ 50.00
Vendor's Permit	\$ 25.00
Route Vendor	\$ 100.00
Copies	\$ 0.50
Color	\$ 1.00
CAD Maps (24" wide)	\$ 15.00
CAD Maps (36" wide)	\$ 20.00
CAD Maps (42" wide)	\$ 25.00
Digital Scan per page	\$ 10.00
Electronic Media (i.e. CD's)	\$25.00
Faxes (per page)	\$ 2.00
International Faxes (per page)	\$ 6.00
Clearing Snow and Ice (per hr w/ min. of 1 hr)	\$ 75.00
Mowing (per hr w/ min. of 1 hr)	\$ 300.00
Water/Sewer Hook-ups	
Residential	\$ 250.00
Commercial	\$ 500.00
Tapping Fee	\$ 60.00
Well Permit Fee	
Non-Domestic - over 100 gpm	\$200 + Engineering Fee
Domestic - less than 100 gpm	
Meter Testing	
Residential	\$ 30.00
Non-Residential	\$ 50.00
Specially Req. Bldg Inspect.	\$ 30.00
Garbage Haulers	
Class A Permit	\$ 400.00
Class B Permit	\$ 30.00

CLERK/POLICE

Plumber Permits

New	\$	100.00
Renewal	\$	50.00

Electrician Permits

New	\$	100.00
Renewal	\$	50.00

Pawnbroker Permit	\$	50.00
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ATV & Utility Vehicle Permit - Annually	\$	75.00
--	----	-------

ATV & Utility Vehicle Operator's Permit - Annually	\$	25.00
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Vehicle Storage (Per Day Outside)	\$	10.00
(Per Day Inside)	\$	25.00

Impounded Vehicle	\$	150.00	or actual amount of tow bill if over
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Parking Fines:

Paid within first five days	\$	15.00
Paid between 6-15 days	\$	30.00
Paid after 15 days	\$	45.00

Police Reports

\$5.00 up to 6 pages
\$0.50 per page over 6 pgs

Dog/Cat License

\$ 6.00 **Annual renewal or new issue**
\$21.00 Delinquent Registration after May 31st

Fingerprints	\$	20.00
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Firearms Purchase Permit	\$	5.00	permit
Lamination (optional)	\$	2.00	In addition to permit fee

Campground Parking Fee (per day) w/ 10 day limitation	\$15	Effect 8/1/16
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Animal Impound	\$25.00	Plus vet fees
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Bike Registration	\$3.00	One-time fee
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BUILDING/PLANNING

2019

Excavation Permit	\$	25.00
Annual Fee	\$	250.00

Moving Permit		
Primary	\$	200.00
Accessory	\$	50.00

Razing Permits		
Residential & Commercial	\$	75.00
Accessory Structures (includes garages)	\$	25.00

Plan Review Fee (non-refundable)

1. Inspections outside of normal business hours; \$35 plus \$25/hour after first hour and expenses at actual cost.
2. Reinspections fees assessed under the provisions of Sec. 305(g), \$35 plus \$25/hour after first hour and expenses at actual cost.
3. Inspections for which no fee is specifically indicated; \$35 plus \$25/hour after first hour and expenses at actual cost.
4. Additional plan review required by changes, additions, or revisions to approve plans; \$35 plus \$25/hour after first hour and expenses at actual cost.
5. Inspections for Property Maintenance Code - \$35 plus \$25/hour after first hour and expenses at actual cost.

Fence Permit	\$	25.00
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Right-of-Way Permit for:		Deposit
Grass/Yard	\$	\$500 / or Bond
Sidewalk	\$	None
Driveway/Parking	\$	\$500 / or Bond
Street/Alley Paving (includes curb grinding)	\$	\$1,000 / or Bond
Unpaved Alley	\$	\$1,000 / or Bond

Rock for Alleys	\$	210.00		Property owner's half/City pays the other half
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Property Maintenance Fees

Initial Code Complaint Inspection; \$35 plus \$25/ hour after first hour and expenses at actual cost		
Final Inspection to Verify Compliance	\$	-
Failure to Meet 1st Notice Compliance Deadline	\$	300.00
Failure to Meet 2nd Notice Compliance Deadline	\$	300.00

Zoning Regulation

Amendment Text	\$	100.00
Amendment District/Map	\$	200.00

Variance Application (Board of Adjustment)	\$	200.00
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Use by Exception Application	\$	200.00
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Subdivision

RENTALS

	2019	
Auditorium		
Rental	\$ 250.00	300
State Registered	\$ 100.00	150
Youth	\$ 35.00	85
North Meeting Room	\$ 75.00	125
State Registered	\$ 45.00	95
Breakfast/Lunch Mtgs	\$ 45.00	95
Damage Deposit	\$ 150.00	200
With Sound System	\$ 200.00	250
Library/Sr Center Mtg Rm	\$ 25.00	75
Senior Center Rental	\$ 150.00	200
Damage Deposit	\$ 150.00	200
Fire Hall Rental	\$ 200.00	250
Damage Deposit	\$ 200.00	250

OCCUPATION TAXES/FRANCHISE FEES

2019

Occupation Taxes:

Telephone & Telecommunication		5%		
Hotel		5%		
Cable		5%		
Fireworks	\$	100.00	\$	200.00
Natural Gas Companies				
Residential		\$4.00 per month		
Commercial		\$7.00 per month		
Industrial		\$50.00 per month		
Utility Franchise Fees:				
Electric		10.50%		
Water		8.00%		
Sewer		7%		
Alcoholic Liquors		2x License Fee	Per Statute	
Non-Profit Class C		\$150		
Special Designated Liquor Permits w/o a Catering License	\$	40.00		

POOL AND COMMUNITY ACTIVITY CENTER

Pool		
Family Ticket	\$	125.00
Family +1 Pass	\$	165.00
(+1=babysitter/grandma/grandpa who must be present with the family children to use the pass)		
Individual Ticket	\$	85.00
Daily Admissions -		
Ages 13 - over	\$	5.00
Ages 3 - 12	\$	4.00
Age 2 and under		Free with paying adult
Non-Swimmer	\$	1.00
(Grandma/grandpa clearly not dressed to get into the pool)		
Swimming Lessons	\$	35.00
Swimming Parties	\$	100.00 per hour
Activity Center		
Family	\$	330.00
(Includes children 18 or under or meeting college requirements)		
Adult Married Couple	\$	255.00
Single Adult	\$	185.00
(Includes adults 19 or older not meeting college requirements)		
Senior Citizen Married Couple	\$	120.00
Senior Citizen	\$	95.00
(55 or older)		
Military Discount (current or retired)		
Family - year	\$	285.00
Family - 6 month	\$	185.00
Couple - year	\$	230.00
Couple - 6 month	\$	120.00
Single - year	\$	165.00
Single - 6 month	\$	95.00
College		
Full Calendar Year	\$	130.00
School Year	\$	110.00
(Available only Aug-May. This membership will always expire on WSC graduation day.)		
Semester (5 month)	\$	75.00
(ONLY available for purchase between Aug-May. Will always expire 5 mos from purchase)		
Summer	\$	70.00
College Married Couple	\$	205.00
(Includes married couple currently enrolled in college courses during current academic year.)		
High School (Grades 9-12)	\$	110.00
(Students enrolled in grades 9-12 during the current year.)		
Middle School (Grades 5-8)	\$	90.00
(Students enrolled in grades 5-8 during the current year.)		
Elementary School (Grades K-4)	\$	70.00
(Students enrolled in grades K-4 during the current year.)		

POOL AND COMMUNITY ACTIVITY CENTER

Punch Card (10 visits)	\$	36.00
Punch Card (5 visits)	\$	24.00

CORPORATE RATES

Family		
6 - 25 Members	\$	300.00
26+	\$	285.00
Adult Couple		
6 - 25 Members	\$	235.00
26+	\$	230.00
Adult Single		
6 - 25 Members	\$	175.00
26+	\$	165.00
Daily Admissions - 18 and Older	\$	5.00
Under 18	\$	4.00
Family Day Pass	\$	10.65

POOL AND COMMUNITY ACTIVITY CENTER

6 - Month Billing

Family	\$	220.00
Adult Married Couple	\$	140.00
Adult Single	\$	110.00
Senior Married Couple	\$	75.00
Senior Single	\$	55.00
College	\$	17.44
College Married Couple	\$	27.69
High School	\$	65.00
Middle School	\$	55.00
Elementary	\$	50.00

6 - Month Corporate Rates

Family 6-25	\$	50.00
Family 26+	\$	47.50
Adult Married Couple 6-25	\$	39.17
Adult Married Couple 26+	\$	38.33
Adult Single 6-25	\$	29.17
Adult Single 26+	\$	27.50

Locker Rentals (Annual)

Large	\$	35.00
Medium	\$	25.00
Small	\$	15.00

Community Room (per hour)

Member	\$	20.00
Non-Member	\$	40.00

Youth Center (per hour)

Member	\$	20.00
Non-Member	\$	40.00

Gym Court Space

1/4 gym floor	\$25/Hr
1/2 gym floor	\$50/hr

Gym Rental Rate (per day)

Non-Profit	\$250.00
For Profit	\$ 350.00

Full Gym/Facility Rental

\$ 100.00 per hr/min 6 hrs

Weight Watchers (monthly)

\$117.36

Personal Training

Member/Non-Member Same Price

30 Minute Session	\$	10.00
45 Minute Session	\$	15.00

POOL AND COMMUNITY ACTIVITY CENTER

1 Hour Session	\$ 20.00	
Introduction to Yoga		
Single Class	\$ 5.00	Member
10 punch card	\$ 6.00	Non-Member
	\$ 35.00	Member
	\$ 40.00	Non-Member
Summer Club		
Individual Days	\$ 20.00	Member
10 - day punch card	\$ 25.00	Non-Member
	\$ 180.00	Member
	\$ 230.00	Non-Member
Kids After School Program		
Individual Day	\$ 5.00	Member
10 - day punch card	\$ 7.00	Non-Member
	\$ 45.00	Member
2:00 Dismissal	\$ 65.00	Non-Member
	\$ 9.00	Member
All Day (7 a.m. to 6 p.m. - only offered when no school)	\$ 14.00	Non-Member
	\$ 24.00	Member
	\$ 34.00	Non-Member
Merchandise		
Replacement ID Cards		
Key FOB - New (one-time fee effective 5/1/17)		
One-Time Renewal Fee (for those that already have a key FOB and would renew membership and renew key FOB)	\$ 10.00	
	\$ 5.00	
Leagues		
Co-Ed Dodgeball - per team	\$ 100.00	
Co-Ed Volleyball - per team	\$ 100.00	
Women's Volleyball - per team	\$ 100.00	
Men's Slow Pitch - per team		
Chicken Days Slow Pitch Tournament - per team	\$ 350.00	
Chicken Days Slow Pitch Tournament - per team	\$ 125.00	
Baseball/Softball Field Rental	\$50 per field/per game	
Field Usage		
Hank Overin	\$300.00	per game
Sports Complex	\$200.00	per game

EQUIPMENT RENTAL, MATERIALS AND LABOR

	2019
Service call after hours & holidays (includes man & vehicle)	1/2 hr min - \$45 1 hr - \$65
Service call regular hours (includes man & vehicle)	1/2 hr min - \$35 1 hr - \$50
Vehicles leaving town	\$1.25 per mile
*Street Sander	\$125 per hr (1 hr min)
*Air Compressor (in City limits)	\$100 first hr \$25 each add hr
Air Compressor Tools	\$135 per day
*Backhoe (minimum charge - \$60)	\$135 per hr
*Concrete Saw (minimum charge - \$50)	\$5 per ft
Dump Truck, with driver (minimum charge - \$60)	\$120 per hr
Dump Truck, with driver (minimum charge - \$90)	
*Street Sweeper	\$125 first hr \$75 each add hr
*Street Flusher	\$125 per 1500 gal load
*Two-yard Loader, with driver (minimum charge - \$130)	\$130 per hr
*Two-yard Loader and Snow Blower, with driver	\$150 per hr
*Tractor and Mower (minimum charge - \$300)	\$300 per hr
Push Mower, Weed Eater, or Hand Sprayer (minimum charge - \$300)	\$300 per hr
Genie Lift (plus city employee labor)	\$100 per hr
2" Water Pump	\$50 first hr \$15 each add hr
3" Water Pump	\$60 first hr \$25 each add hr
3" Hydraulic Pump (minimum charge - \$25)	\$60 first hr \$25 each add hr
4" Water Pump	\$90 first hr

EQUIPMENT RENTAL, MATERIALS AND LABOR

	\$35 each add hr
Parts and Materials	Cost plus 50%
*Sewer Jet (greater of minimum charge or footage charge)	
With City limits (minimum charge)	\$80 per hr
Outside City limits & mileage (minimum charge)	\$120 per hr
Footage charge	\$.60/ft (0-300')
	\$.50/ft (over 300')
*Jet/Vac Trailer	\$150 per hr
*Digger and Bucket Trucks	\$150 per hr
*Trenching	\$90 per hr
*Vibrator	\$50 per hr
*Skid Loader	\$100 per hr
Barricades	\$12 per day/per barricade
Cones	\$2 per day/per cone
Barrels	\$4 per day/per barrel
Signs	\$7 per day/per sign

***Plus Operator**

****Not Available for Public Use**

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

October 15, 2019

Betty A. McGuire
Wayne City Clerk
306 Pearl St
PO Box 8
Wayne NE 68787-0008

The enclosed **YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT** form is the basis for determining your calendar year 2019 Incentive funds. **Please return the following documents to us by December 31, 2019:**

- **Year-End Certification of City Street Superintendent** form. **Note: If more than one individual or the City Council or Village Board provided superintending services during the calendar year, list each successive superintendent on a separate form.** If your municipality did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent."
- **Meeting minutes: (only required for an appointed City Street Superintendent).** A copy of the City Council or Village Board meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), the type of appointment, i.e., employed, contract (consultant or interlocal agreement with another incorporated municipality and/or county), and the **beginning date of the appointment.**
- **Resolution:** A copy of a resolution of the City Council or Village Board authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson

Failure to return the certification, meeting minutes and resolution may result in your municipality not receiving an Incentive Payment for Calendar Year 2019. Payment is scheduled for February 2020.
Reference Neb. Rev. Stat. §39-2515.

Please let me know if you have any questions. Email: lemoyne.schulz@nebraska.gov, Phone: (402) 479-4436, Fax: (402) 479-3525.

Sincerely,



LeMoyne D. Schulz
Highway Local Liaison Coordinator
Liaison Services Section

LDS/bex12-zl

Enclosures

Kyle Schneweis, P.E., Director

Department of Transportation

Board of Examiners for County Highway and City Street Superintendents

1500 Highway 2

PO Box 94759

Lincoln, NE 68509-4759

OFFICE 402-479-4436

ndot.blshelp@nebraska.gov

dot.nebraska.gov

RESOLUTION

**SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT FORM
2019**

Resolution No. _____

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment;

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form;

Whereas: The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent form.

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted.

Attest:

(Signature of Clerk)

Year-End Certification of City Street Superintendent

For Determining Incentive Payment

January 1, 2019 to December 31, 2019

*This certifies that _____, License Number S-_____, Class _____,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of _____
(Print name of City or Village)

from _____, 2019 to _____, 2019
Month Date Month Date

and actually performed all of the following duties:

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units;
2. Developing an annual program for design, construction, and maintenance;
3. Developing an annual budget based on programmed projects and activities;
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets.

And further certifies that the superintending services of the above listed individual were provided by: (Check one)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

Signature of Mayor Village Board Chairperson

* If more than one individual or the City Council or Village Board provided superintending services during the calendar year, list each successive superintendent on a separate form. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. Reference Neb. Rev. Stat. §§39-2511 through 39-2515. If your city or village did **not** have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the certification, meeting minutes and resolution may result in your municipality not receiving an Incentive Payment for Calendar Year 2019.

* * * * *

Note: In addition to this annual, Year-End certification of superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" form with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).

Return the completed original certification, meeting minutes and resolution by December 31, 2019 to:



Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

RESOLUTION NO. 2019-68

A RESOLUTION ACCEPTING A PLAN TO EXTEND CITY SERVICES AND SETTING A PUBLIC HEARING ON THE PROPOSED ANNEXATION AREA TO THE CITY OF WAYNE.

WHEREAS, Section 16-117 N.R.S. 1943 (R.S. Supp. 1990) grants the authority for Cities of the First Class to annex, by ordinance, any contiguous or adjacent lands, lots, tracts, streets, or highways as are urban or suburban in character and in such direction as said City may deem proper; and

WHEREAS, the owner of certain property, contiguous and adjacent to the City, has requested the annexation of the property; and

WHEREAS, the City of Wayne, Nebraska, desires to exercise said power by annexing contiguous and adjacent land as subsequently described herein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City of Wayne is considering the annexation of land and a plan for extending City services to said land; that a public hearing be held on the 19th day of November, 2019, at or about 5:30 P.M. in the Council Chambers of Wayne, Nebraska, located in the Municipal Building at 306 Pearl Street, Wayne, Nebraska, for the purpose of receiving testimony from interested persons; and that the legal description of the land proposed for annexation is as follows:

A tract of land located in Section 18, T26N, R4E of the 6th P.M., Wayne County, Nebraska more particularly described as follows:

Beginning at the Northeast Corner of Lot 1, Block 1, Roosevelt Park Addition to the City of Wayne, Wayne County, Nebraska; thence N 02°23'53" W, 15.79 feet; thence N 87°37'09" E, 491.48 feet; thence S 02°16'41" E, 619.66 feet to the southeast corner of a tract of land previously surveyed by Clyde R. Flowers, Jr., LS# 357, dated August 2, 1979; thence S 02°16'02" E, 86.97 feet to a point on the Centerline of Logan Creek; thence S 89°03'01" W on said Centerline, 83.42 feet; thence N 82°06'40" W on said Centerline, 144.30 feet to a point of curvature; thence Southwesterly on an 80.00 foot radius curve to the left on said Centerline, 90.57 feet of which said curve has a chord bearing of S 65°27'17" W, 85.81 feet; thence S 33°01'15" W on said Centerline, 63.23 feet to a point of curvature; thence Southwesterly on a 197.39 foot radius curve to the right on said Centerline, 164.28 feet of which curve has a chord bearing of S 66°06'50" W, 159.57 feet; thence N 02°23'53" W, 180.31 feet; thence N 02°23'53" W on the East line of said Block 1, 625.14 feet to the Point of Beginning, containing 8.23 acres more or less.

BE IT FURTHER RESOLVED, that the plan of the City of Wayne, Nebraska, for the extension of City services to the aforescribed land proposed for annexation is available for public inspection during regular business hours in the office of the City Clerk at 306 Pearl Street, Wayne, Nebraska.

PASSED AND APPROVED this 5th day of November, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Fairground Avenue

S. Windom Street

S. Windom Street

201

211

217

219

221

305

309, 311, 315, & 319

310

311

115

410

540

411

ORDINANCE NO. 2019-17

AN ORDINANCE TO AMEND TITLE XV LAND USAGE, CHAPTER 150 BUILDING REGULATIONS; CONSTRUCTION, SECTION 150.03 MOVING BUILDINGS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

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

Section 1. That Title XV Land Usage, Chapter 150 Building Regulations; Construction, Section 150.03 Moving Buildings of the Wayne Municipal Code is amended to read as follows:

§ 150.15 MOVING BUILDINGS.

(A) *Permit required.*

(1) It shall be unlawful for any person to move, or cause to have moved, any permanent, previously used or otherwise occupied structure greater than 50 square feet including, but not limited to, garages and storage type structures, along or across any road, street or alley, into or within the jurisdiction of the city, except as provided in this chapter. Any person desiring to move any permanent structure, previously-used structure or otherwise occupied structure, including garages and storage type structures, upon, along or across any road, street or alley of the jurisdiction of the city shall make written application to the Building Inspector for a permit to do so.

(2) This section shall not pertain to new designed modular or mobile type structures moved into and/or through the jurisdiction of the city. Buildings and/or structures of 50 square feet or less, determined by exterior measurements of the structure, shall be exempted from this section.

(3) Prior to issuance of a moving permit, the applicant shall provide and state the following to the City Building Inspector:

- (a) A vermin-free certification from a reputable exterminating firm;
- (b) Description of the lot on which the structure is located within the jurisdiction of the city;
- (c) Proof of ownership of the structure;
- (d) A statement of verification that all taxes have been paid at the structure's current location;
- (e) Proposed route of travel of the structure;
- (f) A certified engineer's statement, unless waived by the City Council, that the movement of the structure will in no way have adverse effects upon any road surface or bridge on or along the proposed route within the city jurisdiction;
- (g) Date of the proposed move;
- (h) Proof that the structure will be moved by a licensed and bonded contract mover;

(i) Proof of liability insurance, provided by the moving contractor, in the amount of \$1,000,000;

(j) Estimate of the time required to complete the move;

(k) Written and signed statement indicating the intended use of the structure at the new site;

(l) If within the jurisdiction, a signed statement, attesting that all utilities will be properly disconnected and abandoned as per this code to include, but not be limited to, electrical connections, shutting off the water and properly plugging and sealing all sewer lines back of curb or at right-of-way;

(m) Legal description of the lot the structure will be placed upon;

(n) To-scale drawing depicting the exact location of the structure on the new site or lot, if within the jurisdiction of the city;

(o) A cost of repair, remodel or construction estimate provided by a reputable and practicing construction firm, recognized by the city as an active firm engaged in repair, remodel or new construction;

(p) A certified copy of any and all recorded covenants in place at the new lot location;

(q) An approved building permit, from the city, meeting all the requirements of the adopted Electrical and International Property Maintenance Code in effect at the time of the application;

(r) Copies of approved moving applications from all counties of jurisdiction affected by the move and/or the state, is required; and

(s) A statement from all utility entities that the movement of the structure is acceptable or that a representative of that entity will be present during the move and that the applicant agrees to pay the cost of monitoring and all subsequent related costs pursuant thereto, including, but not limited to, Electrical, Telephone, Gas, Water and the City Street Department.

(4) Prior to issuance of a moving permit, the Building Inspector shall inspect the structure at the present site or location to determine structural soundness of the building to be moved. If evidence of vermin infestation is noted, the applicant shall remove or cause to have removed adjacent interior wall coverings of all vermin-infested areas of the structure, to allow the Building Inspector to determine the extent of damage. A reinspection fee shall be charged as per the schedule outlined in the current Building Code.

(5) (a) Exception: used, previously erected or occupied modular or mobile homes seeking approval to move into or within the city shall meet all of the above conditions, except divisions (A)(3)(a), (b), (f), (h), (i), (l), (n), (o), (p), (q), (r), (s) and (t) above. Upon inspection, the Building Official may require the owner to comply to any or all of the expected divisions listed above, where justified by inspection results. Appeal of the Building Official's decision shall be presented in writing to the Building Official's office, requesting an appeal to the specific divisions above not accepted by the Building Official, a minimum of ten days prior to the next regularly scheduled City Council meeting.

(b) In addition to the above, once located onsite on a lot in the city, the modular or mobile home owner shall:

1. Close/skirt or underpin the area directly under the unit to the ground, including the tongue or towing apparatus if non-detachable;

2. Construct or otherwise provide a landing at all exterior doors a minimum of three feet in any direction;
3. Construct or otherwise provide a set of steps that meet current Building Code regulations;
4. Where indicated by current Building Code, construct a guard and handrails for the above landing and steps;
5. ~~Install at least one egress window in all bedrooms, per current Building Code requirements~~ **Obtain a statement from a licensed electrician that structure is safe to connect to the City's electrical system;**
6. Install GFCI receptacles at all appropriate locations per current NEC requirements;
7. ~~Install minimally battery operated smoke detectors per current Building Code; and~~

~~8.7. Meet all requirements as set forth in § 152.140 of this code, including tongue or towing mechanism removal~~ **the City's adopted Property Maintenance Code.**

(c) Upon completion of all of the required and stipulated conditions above, the Building Official shall issue an occupancy certificate prior to the owner or tenants occupying the structure. The owner shall not occupy structure until authorized by the Building Official.

(6) Any of the above provisions may be waived upon showing good cause and upon approval by the City Council.

(2002 Code, § 18-301)

Section 2. That the original Sections and all ordinances or parts of ordinances in conflict herewith are hereby amended and 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. This ordinance may be published in pamphlet form as authorized by law.

PASSED AND APPROVED this _____ day of _____, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk