

**AGENDA
CITY COUNCIL MEETING
December 3, 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 – November 19, 2019](#)
4. [Approval of Claims](#)
5. [Action to terminate the City of Wayne’s group health insurance with United Healthcare and enroll with Blue Cross Blue Shield — Gary Boehle, Elkhorn Agency](#)

Background: We were notified that United Healthcare was going to increase premiums by 26%. Gary Boehle sought a proposal from Blue Cross Blue Shield. Their proposal came back with a 15% increase of what our premiums currently are set at. Changing to Blue Cross will reduce the monthly increase in premium proposed by United by approximately \$4,000. Therefore, staff is recommending that the City terminate coverage with United and enroll with Blue Cross effective 1/1/20.

6. [Action to approve the Application for Addition to Liquor License — El Tequila LLC, d/b/a Fiesta Brava](#)
7. [Action on the Nebraska Department of Transportation’s Maintenance Agreement \(2020 Renewal\)](#)

Background: This is the annual agreement with the Nebraska Department of Transportation regarding surface maintenance of the state highways through our City limits. The State maintains the driving lanes at their cost, and this agreement is for us to pay for the center turn lane through town. Typical maintenance work under this agreement is crack sealing, pothole repair, joint grinding, and concrete replacement. The City is responsible for the snow removal on the entire highway within the City limits.

8. [Resolution 2019-70: Approving Wage and Salary Schedule](#)

Background: The attached wage and salary schedule amends the same to include a 2% cost of living increase that was approved in the budget. This would be effective with the first payroll period in January, 2020.

9. [Resolution 2019-71: Approving a Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for General Administration of Community Development Block Grant 19-PW-017](#)

Background: This agreement with Northeast Nebraska Economic Development is for the general administration of CDBG 19-PW-017. We were notified on November 21st that we were awarded up to \$435,000 to be used for infrastructure improvements to the following areas: Pine Heights Road between 9th and 10th Street, and approximately 300 feet west and 125 feet east on 10th Street and 75 feet north on Lilac Lane from the intersection of Pine Heights, Lilac Lane and 10th Street. \$400,000 will be used for those infrastructure improvements; \$25,000 will be used for general administration; and \$10,000 will be used for construction management. The required matching funds of \$100,000 will be provided by the City of Wayne, as well as \$416,230 in additional leverage needed to compete the improvements. The estimate cost of the street improvements is \$916,230, for a total project cost of \$951,230.

10. [Ordinance 2019-17: Amending Wayne Municipal Code Title XV Land Usage, Chapter 150 Building Regulations; Construction, Sec. 150.03 Moving Buildings \(Second Reading\)](#)
11. [Ordinance 2019-18: Annexing certain real estate to the City of Wayne and extending the corporate limits in the Southeast Quadrant of the City of Wayne to include said real estate \(Second Reading\)](#)
12. Action to approve and direct City Staff to move forward with the renovation of the concession area in the Community Activity Center Facility as proposed at the Council Mini-Retreat

Background: This item was tabled at the last meeting so staff could verify no issues with this project from the State Fire Marshal. Staff met with the Fire Marshal on November 26th on site, and he saw no issues with the proposed full, 13-ft. long wall. He noted that the sprinklers were in good position to cover the area (even with the wall to the ceiling).

13. Discussion regarding Council retreat dates — Saturday morning, January 25th
14. [Resolution 2019-72: Approving the appointment of Amy K. Miller as City Attorney and the Retainer Agreement](#)

Background: Amy's retainer agreement is up for renewal. This resolution will approve her appointment as City Attorney, as well as her Retainer Agreement. There were no changes to the agreement.

15. Adjourn

**MINUTES
CITY COUNCIL MEETING
November 19, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, November 19, 2019, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 7, 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 Sievers made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting November 5, 2019, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERITAS, SE, 72.00; AMERITAS, SE, 80.09; AMERITAS, SE, 87.86; AMERITAS, SE, 2604.60; APPEARA, SE, 48.50; APX, INC, FE, 54.78; BEBEE, TIMOTHY & LESLIE, RE, 3076.61; BORDER STATES INDUSTRIES, SU, 160.24; BROWN, SANDY, RE, 72.94; CITY EMPLOYEE, RE, 327.20; CITY EMPLOYEE, RE, 139.09; CITY EMPLOYEE, RE, 412.10; CITY EMPLOYEE, RE, 95.00; CITY OF PONCA, RE, 14993.09; CITY OF WAYNE, PY, 75749.66; CITY OF WAYNE, RE, 168.60; CITY OF WEST POINT, RE, 21760.50; CITY OF WISNER, RE, 2267.70; CREDIT MANAGEMENT SERVICES, RE,

181.95; CUMMINS CENTRAL POWER, SE, 336.96; DEARBORN LIFE INSURANCE COMPANY, SE, 2497.84; GRANQUIST, JIM, RE, 18.69; GROSSENBURG IMPLEMENT, SU, 29.01; HEISER, ROBERT, RE, 540.00; HYDRO OPTIMIZATION, SE, 54601.15; ICMA, SE, 7989.75; IRS, TX, 12712.10; IRS, TX, 9105.59; IRS, TX, 2973.00; JEO CONSULTING GROUP, SE, 19363.75; JORGENSEN, KEN, RE, 1839.09; LUTT OIL, SU, 6534.12; MAILFINANCE, SE, 538.20; MATHESON-LINWELD, SU, 33.51; MIDWEST ALARM SERVICES, SE, 667.03; MIDWEST LABORATORIES, SE, 177.00; MIKEY C PRODUCTIONS, SE, 80.00; NE DEPT OF REVENUE, TX, 3845.08; NE SALT & GRAIN, SU, 3679.90; NPPD, SE, 27772.88; NORTHEAST NE INS AGENCY, SE, 136.00; OVERDRIVE, SU, 401.43; OVERDRIVE, SU, -401.43; PEPSI COLA OF SIOUXLAND, SU, 562.85; PETERSON, CARTER, RE, 1398.46; PITNEY BOWES, SE, 253.85; PITNEY BOWES, SU, 229.48; PLUNKETT'S PEST CONTROL, SE, 32.45; PONCA RURAL FIRE BOARD, RE, 3589.06; QUALITY FOOD CENTER, SU, 339.67; REEG, BETTY S. Revocable Trust, RE, 2796.91; RON'S RADIO, SE, 45.00; S & S WILLERS, SU, 3436.35; STAPLES, SU, 51.03; STATE NEBRASKA BANK-PETTY CASH, RE, 98.73; TOMPKINS, RODNEY R. Irrevocable Trust, RE, 2796.91; VERIZON, SE, 389.69; VILLAGE OF WINSIDE, RE, 4797.30; WAYNE AUTO PARTS, SU, 245.18; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, SE, 118.13; WAYNE SENIOR CENTER, SU, 534.75; WAYNE VETERINARY CLINIC, SE, 210.00; WESCO, SU, 359.52; WAPA, SE, 15280.50; WISNER WESTM, SU, 66.45; AERO-MOD, SU, 1618.70; ALARCON-FLORY,PERLA, SE, 62.50; ALERT-ALL CORP, SU, 315.00; ARNIE'S FORD, SE, 58.82; BAIRD HOLM LLP, SE, 443.95; BIG RIVERS ELECTRIC CORPORATION, SE, 151205.61; BORDER STATES INDUSTRIES, SU, 355.16; CITY EMPLOYEE, RE, 114.94; CITY EMPLOYEE, RE, 150.00; CITY OF WAYNE, RE, 208.40; COTTONWOOD WIND PROJECT, SE, 17295.22; DANKO EMERGENCY EQUIPMENT, SU, 25.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; DEMCO, SU, 175.43; DUTTON-LAINSON, SU, 545.70; ED M. FELD EQUIPMENT, SU, 1769.00; ELLIS HOME SERVICES, SE, 311.26; GALE/CENGAGE LEARNING, SU, 148.79; GRANBERG, GORDON, RE, 100.00; GROSSENBURG IMPLEMENT, SU, 0.29; HILAND DAIRY, SE, 141.88; INGRAM LIBRARY SERVICES, SU, 736.80; INTERSTATE BATTERY SYSTEM, SU, 83.00; KORN, RICHARD, RE, 773.20; LEO A DALY, SE, 8250.00; MAIN STREET GARAGE, SE, 425.07; MAJESTIC THEATER, SE, 184.00; MARCO TECHNOLOGIES, SE, 182.96; MIDWEST TAPE, SU, 34.99; MORRIS, MUFFIN, RE, 310.47; O'REILLY AUTOMOTIVE STORES, SU, 64.12; OVERDRIVE, SU, 396.49; PULFER, JODI, RE, 450.00; UNITED HEALTHCARE, SE, 43599.15; WAYNE COUNTY COURT, RE, 400.00; WAYNE COUNTY COURT, RE, 400.00; ZEE MEDICAL SERVICE, SU, 70.09

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

Mayor Giese requested Council consideration to the appointment of Mollie Young to the Library Board. She will replace Ellen Imdieke.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the appointment of Mollie Young to the Library Board. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving the membership application of Austin Frideres to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving the cadet membership application of Noah Reinke to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phill Monahan, Fire Chief, introduced Nicole Swartzendruber and requested Council consideration to approving her membership application to the Wayne Volunteer Fire Department.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the membership application of Nicole Swartzendruber to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phill Monahan, Fire Chief, introduced Oghenemaro-Aghoghoubia and requested Council consideration to approving her membership application to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the membership application of Oghenemaro-Aghoghoubia to the Wayne

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

Phill Monahan, Fire Chief, introduced Mekdelawit Tamirat and requested Council consideration to approving her membership application to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving the membership application of Mekdelawit Tamirat to the Wayne Volunteer Fire Department. 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 public hearing on the annexation of a parcel of land containing 8.23 acres, more or less, in the southeast quadrant of the City.

The Planning Commission held a public hearing on this matter on November 4, 2019, and recommended that the Council approve this annexation, with the findings of fact being:

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

This parcel includes property owned by the Orville D. Lage Revocable Trust and the City of Wayne.

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

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

Councilmember Eischeid introduced Ordinance No. 2019-18, and moved for approval thereof; Councilmember Buck seconded.

ORDINANCE NO. 2019-18

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE (LAGE PROPERTY).

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Discussion took place on the sale of City-owned property 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.

At the last Council meeting, both a Resolution and the first reading of an Ordinance were voted on to sell the property at the corner of 10th and Main Streets to Ed and Lee Brogie. After the meeting, it was discovered that a 5th affirmative vote is needed for proper action on a resolution or ordinance. In this case, the Mayor could have provided that 5th deciding vote, but he was not aware that he could have done that. Therefore, staff is bringing both items back for consideration again.

Steve Elliot, Vice President for Academic Affairs at Wayne State College, was present and stated that the College's interest in this property is to try to preserve a green belt space or buffer around the campus. It was noted that their bid was \$1,500.

Ed and Lee Brogie were also present to answer questions and request Council to, again, approve the sale of the property to them. Their bid was \$501.

Discussion took place in regard to selling the property to Wayne State College which would be tax exempt, as opposed to selling the property to a private entity and recouping taxes. Concern was had on whether or not it was in the best interests of the City of Wayne to sell this property at this time.

Councilmember Woehler introduced Resolution 2019-69, and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2019-69

A RESOLUTION RESCINDING RESOLUTION 2019-65 AND 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 ED AND LEE BROGIE, HUSBAND AND SIFE, FOR \$501.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker, Buck, Karsky, Eischeid and Brodersen who voted Nay, the Mayor declared the motion failed.

There being no further motions made, said Resolution 2019-69 died for lack of a motion. Therefore, no action could be taken on Ordinance 2019-16.

Amber Schwarte, Recreation Services Coordinator, and Joey Lenihan, Community Activity Center Manager, presented their proposal to renovate the concession area at the Community Activity Center. They were requesting formal direction from Council to proceed with the same. They are proposing to move the vending machines to the youth room and then move the cardio equipment to the concession stand area. They sought quotes from three contractors — Horizon Construction, L & L Construction and Kelby Herman. The total estimate for the project is \$12,000-\$15,000.

Councilmember Woehler thought this project needed to be engineered and that a master upgrade plan needed to be done on the facility. He compared it to the issues that came into play with the Senior Center Addition. However, if the Fire Marshall would sign off on it, he would be fine with it.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, tabling action to approve and direct City Staff to move forward with the renovation of the concession area in the Community Activity Center Facility, as proposed at the Council miniretreat, until the Fire Marshal has been contacted to do an on-site visit. 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 6:31 p.m.



Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGMT	901.25
AMAZON.COM, LLC	OFFICE SUPPLIES/BOOKS/DVD'S	1,122.89
AMERICAN UNDERGROUND SUPPLY, LLC	SEAL COVER/FRAME	745.73
AMERITAS LIFE INSURANCE	AMERITAS ROTH	94.48
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,049.58
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	114.54
APPEARA	LINEN & MAT SERVICES	146.59
BENSCOTER, LOUIS	BUILDING PERMIT DEPOSIT REFUND	250.00
BIG STATE INDUSTRIAL SUPPLY	NITRILE GLOVES/DE-ICER	229.35
BLACK HILLS ENERGY	GAS BILLS	1,247.07
BOMGAARS	ICE MELT/COUPLER	119.88
BORDER STATES INDUSTRIES, INC	PHOTOCELL/LED FIXTURES/LAG SCREWS	2,099.40
CARHART LUMBER COMPANY	EXTENSION CORD/WOOD/BATTERIES/FASTENERS	117.21
CENTURYLINK	TELEPHONE CHARGES	424.09
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	226.22
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	17.13
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	960.03
CITY OF WAYNE	PAYROLL	79,544.64
CITY OF WAYNE	UTILITY REFUNDS	1300.03
COLONIAL RESEARCH	BATTERY TERMINAL CLEANER	38.49
COMMUNITY REDEVELOPMENT AUTHORITY	WILLIAMS FORM CREDIT CARD PAYMENT	2,000.00
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	8.74
CREAMER AUCTIONEERS	AUDITORIUM DEPOSIT REFUND	150.00
CREDIT MANAGEMENT SERVICES, INC.	PAYROLL DEDUCTION	183.54
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	115.02
ED M. FELD EQUIPMENT CO INC	GLOVES	156.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,841.76
FLOOR MAINTENANCE	SHOWER CURTAIN	164.00
HEIKES AUTOMOTIVE LLC	FUEL MODULE/V-JOINT	847.61
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	108.89
HOMETOWN LEASING	COPIER LEASES	433.87
HYDRAULIC SALES & SERVICE	HYDRAULIC SEAL REPAIR	115.20
HYDRO OPTIMIZATION	CONTROL CARD/KEYPAD	1,152.58
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,002.02
INTERSTATE BATTERY SYSTEM	BATTERY	127.95
IOWA PUMP WORKS, INC.	LIFT STATION 4 PUMP	5,250.53
IRS	FICA WITHHOLDING	13,430.16
IRS	MEDICARE WITHHOLDING	3,140.88
IRS	FEDERAL WITHHOLDING	9,998.18
JACK'S UNIFORMS	BATONS	189.90
JEO CONSULTING GROUP	MASTER AGREEMENT	1,891.69

Vendor	Payable Description	Payment Total
JOHN'S WELDING AND TOOL LLC	CYLINDER PLATE WELD	35.00
LAQUINTA INNS & SUITES	LODGING-DAVIS,LISTON, BREITKREUTZ	869.60
MIDWEST SERVICE & SALES	DUMP TRUCK SNOW BOX	12,213.00
MIDWEST TAPE LL	AUDIO BOOK	59.99
NE DEPT OF REVENUE	STATE WITHHOLDING	4,208.58
NE PUBLIC HEALTH ENVIRONMENTAL LAB	COLIFORM TESTING	331.00
NORTHEAST NE ECONOMIC DEV DIST	16-CD-208 SEPT-OCT 19 SERVICES	587.14
NORTHEAST POWER	WHEELING CHARGES	19,171.64
STAPLES, INC	OFFICE SUPPLIES	117.73
STATE NEBRASKA BANK & TRUST	WATER BANS	11,752.17
STATE NEBRASKA BANK & TRUST	ACH	45.44
STATE NEBRASKA BANK & TRUST	ACH VOID	-45.44
STATE NEBRASKA BANK & TRUST	ACH-BANK DEBIT	45.44
WAYNE COUNTY COURT	BOND	50.00
WIGMAN COMPANY	TOILETS/FAUCETS	957.38
WISNER WEST	FD GASOLINE	299.63
ZIMCO SUPPLY	FERTILIZER	100.00
	Grand Total:	194,375.41



BlueFreedom

FINAL QUOTE Medical and Rx Plan Design and Rates

Selected Network Option:

Network Blue

Prepared for: CITY OF WAYNE

Broker: Gary Boehle
Valid for Effective Date: Jan 1, 2020
Run Date: November 15, 2019

Medical Option
BlueFreedom 66
Rx Option
HSA
HSA - Embedded Deductible

Benefit Description:

	<u>In Network</u>	<u>Out of Network</u>
Deductible - Single	\$6,350	\$12,700
Deductible - Family	\$12,700	\$25,400
Coinsurance	0%	50%
Out Of Pocket Maximum - Single	\$6,350	\$25,400
Out Of Pocket Maximum - Family	\$12,700	\$50,800
Physician Office Services	Deductible & Coinsurance	Deductible & Coinsurance
Specialist Office Services	Deductible & Coinsurance	Deductible & Coinsurance
Covered Office Services	- Physician office visit and consultation - Pathology and laboratory in physician's office - Diagnostic radiology / ultrasound - Eye / hearing exams for eligible medical diagnoses - Allergy Testing	
Urgent Care Services	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Room Visits	Deductible & Coinsurance	
Preventive Care Services:	0%	Deductible & Coinsurance
Mental Health / Substance Abuse Benefits:		
Inpatient Benefits:	Deductible & Coinsurance	Deductible & Coinsurance
Outpatient Office Services:	Deductible & Coinsurance	Same as In Network
All Other Outpatient Services:	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care Benefits:	Deductible & Coinsurance	Same as In Network

(for services rendered in an Emergency Setting)

Prescription Drug Coverage

	<u>In Network</u>	<u>Out of Network</u>
Generic	Deductible & Coinsurance	Deductible & Coinsurance
Brand Formulary	Deductible & Coinsurance	Deductible & Coinsurance
Brand Non-Formulary	Deductible & Coinsurance	Deductible & Coinsurance
Specialty Network Drugs	Deductible & Coinsurance	Not Covered
Mail Order	90 Day Supply (Subject to Deductible & Coinsurance)	

Note: A 25% penalty will apply when an ID card is not presented at a Participating Pharmacy or a Nonparticipating Pharmacy is used.

Rating Tier

	<u>Contracts</u>	<u>Premium per Contract</u>	<u>Total Monthly Premium</u>
Employee Only:	9	\$607.09	\$5,463.80
Employee + Spouse:	6	\$1,244.53	\$7,467.20
Employee + Children:	1	\$1,062.41	\$1,062.41
Employee + Family:	20	\$1,760.56	\$35,211.18
Totals:	36	\$1,366.79	\$49,204.59

The above proposal for group insurance may be retracted or benefits, rates and/ or effective date may be changed if the established underwriting guidelines have not been adhered to, if the characteristics of the group, including enrollment and/ or benefit design are different from what was proposed, or if inadequate or inaccurate information is disclosed during the proposal or application process which would affect BCBSNE's underwriting or rating decisions.

Note: Please be advised that Blue Cross and Blue Shield of Nebraska does not perform plan discrimination testing. Such activities are the responsibility of the employer.

Review

The chart below shows an overview of your current plan, your renewal plan and the associated premiums.



Your current benefit design options are no longer available together in a Multi-Choice package. Your replacement options are included in the new Multi-Choice package, offering you the same flexibility, choice and affordability that you are enjoying today.

Here is your renewal plan.

	Current medical plan MLTICHOICE_NE12 / NE012 HSA, BI-5H / RX396 ¹		Renewal medical plan MLTICHOICE_NE13 / NE013 HSA w/Motion, BR-CL / RX396 ^{1,2}	
Metallic Level	B		B	
	Network single/family	Non-network single/family	Network single/family	Non-network single/family
Plan deductibles	\$6,550/\$13,100	\$7,500/\$15,000	\$6,550/\$13,100	\$7,500/\$15,000
Out-of-pocket max	\$6,550/\$13,100	\$10,000/\$20,000	\$6,550/\$13,100	\$10,000/\$20,000
Office copays (PCP/Spec)	NA/NA	NA	NA/NA	NA
Coinsurance	100%	70%	100%	70%
Legal Entity/License	INS		INS	
Med/Rx Ded Combined	Y		Y	
Pharmacy	0% ALL TIERS		0% ALL TIERS	
Enrolled Employees	36		36	
HSA/HRA Contribution	\$0 - \$0		\$0 - \$0	
Monthly medical premium	\$42,078.25		\$53,146.54 Change from current: 26.3%	

Metallic Levels: P = Platinum, G = Gold, S = Silver, B = Bronze

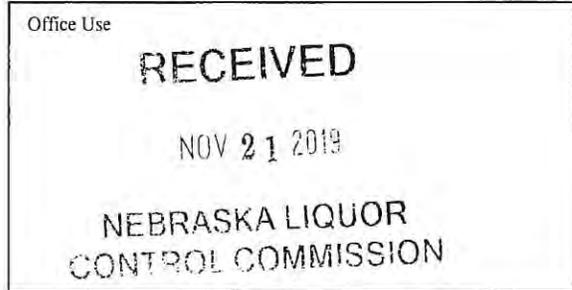
- Important: If multiple policies are sold to one customer, we require the policy year or calendar year basis selection be the same for each sold policy.
- If you choose to add or change an existing HRA plan, you must choose from the list of UnitedHealthcare HRA-eligible medical plans as shown to you by your broker or agent. If you have a Third Party Administrator for your HRA, please note that HRA plans administered by other insurers or TPAs must comply with UnitedHealthcare HRA design standards.
- This premium may include state and federal taxes and fees.
- Premium rates and/or product forms included herein are subject to approval by regulators. If the rates or product forms offered herein are subsequently modified by regulators we will immediately advise you of the change in plan design and retroactively adjust premium in subsequent billings, in accordance with applicable law.
- Starting with 2014 effective dates, all pharmacy plans include an ancillary charge (also known as a generic pharmacy program). This type of pharmacy program includes out of pocket expenses when a member fills a brand name or higher tier generic prescription but there is a chemically equivalent lower tier brand or generic available.
- ¹ This medical plan is available with either calendar year or policy year deductibles and out of pocket maximums.
- ² The Metallic Level associated to this plan, listed in the 'Metallic Level' column, is based on the assumed HSA/HRA contribution amount range listed in the 'HSA/HRA Contrib.' column. Any contribution amount outside this range may impact the plan's Metallic Level.

Renewal Assumptions:

- The monthly cost noted above is based upon the coverage in force at the time the renewal was calculated. Please refer to Appendix A included in this package. Actual billed premium as of your renewal date may differ from the amounts reflected in this package if enrollment in your employer-sponsored plans has changed due to events such as employee terminations, new hires, or age or student status changes.
- Renewal of your employer plan is contingent upon meeting UnitedHealthcare's minimum participation requirements.
- Plan design and corresponding premium rates offered herein represent a coverage option that is consistent with your current group size (based on most recent census or survey information) and closely matches your current coverage. Additional coverage options may be available to you.
- Upon the renewal of your employer plan, the Certificate of Coverage or Summary Plan Description, and other documents, notices and communications regarding the plan(s) selected may be transmitted electronically to you (employer group) and the group employees. The employer group may withdraw their consent at any time or request a document in a paper or non-electronic form.
- Information on alternate benefit plans is summarized for ease of review. It is not intended to be a statement of benefits, nor does it guarantee coverage. The Certificate of Coverage provides the legal description of coverage and is available for your review upon request. UHC Choice plans will cover only the employees within the defined UnitedHealthcare service area. The rates are based upon the employer's primary location. Other locations will require alternate plan designs and rates.

**APPLICATION FOR ADDITION
TO LIQUOR LICENSE**

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



Application:

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

LIQUOR LICENSE # 110031 CLASS TYPE C
LICENSEE NAME EL Tequila LLC
TRADE NAME (dba) Fiesta Brava
PREMISE ADDRESS 117 MAIN ST
CITY WAYNE NE ZIP CODE 68787 COUNTY WAYNE
CONTACT PERSON Luis Abundes
PHONE NUMBER OF CONTACT PERSON (901) 620-1248
EMAIL ADDRESS OF CONTACT PERSON MRDONLUIZ@HOTMAIL.COM

11/21/19
CK 002445
EL Tequila LLC
45.00 + 5



1. What is being added?

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

WE Add ANOTHER dining PLUS PATIO IN SOUTH side OF THE BUILDING

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

YES NO

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

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

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

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

3. Include a sketch of the area to be added showing:

- ✓ existing licensed area with length & width in feet
- ✓ area to be added with length & width in feet
- ✓ direction north

4. If adding an outdoor area explain:

- ✓ type of fencing
- ✓ height of fence
- ✓ length & width of outdoor area in feet

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

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

Luis Abundes

Signature of Licensee or Officer

State of Nebraska

County of Cuming

The foregoing instrument was acknowledged before me this

NOV 18, 2019

Date

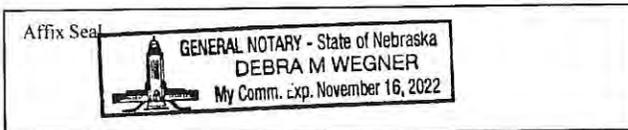
by

Luis Abundes

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

Debra Wegner

Notary Public signature



LEASE

This Agreement made and entered into this 17th day of August, 2016 by and between Fiesta Brava, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "Fiesta Brava" and El Tequila, LLC, a Nebraska Limited Liability Company, hereinafter referred to as "El Tequila".

Witnesseth, that Fiesta Brava has this day leased to El Tequila the restaurant facility as well as the restaurant fixtures and equipment located on the following described premises, to-wit:

Lot Four (4), Block Twenty (20), Original Town of the City of Wayne, Wayne County, Nebraska

for a term of three ~~(3)~~ years from the 25th day of August, 2016 to midnight of the 31st day of October, 2027 for the sum of \$ 2,500.00 per month, with the first (basic rent) payment to be paid on September 1, 2016 and the balance payable at the rate of \$ 2,500.00 on the first day of each month thereafter in advance to Fiesta Brava or its successors or assigns. In addition, El Tequila shall pay all of the utilities, taxes and insurance allocated against the leased property.

El Tequila shall no sublease any portion of the property without the consent of Fiesta Brava.

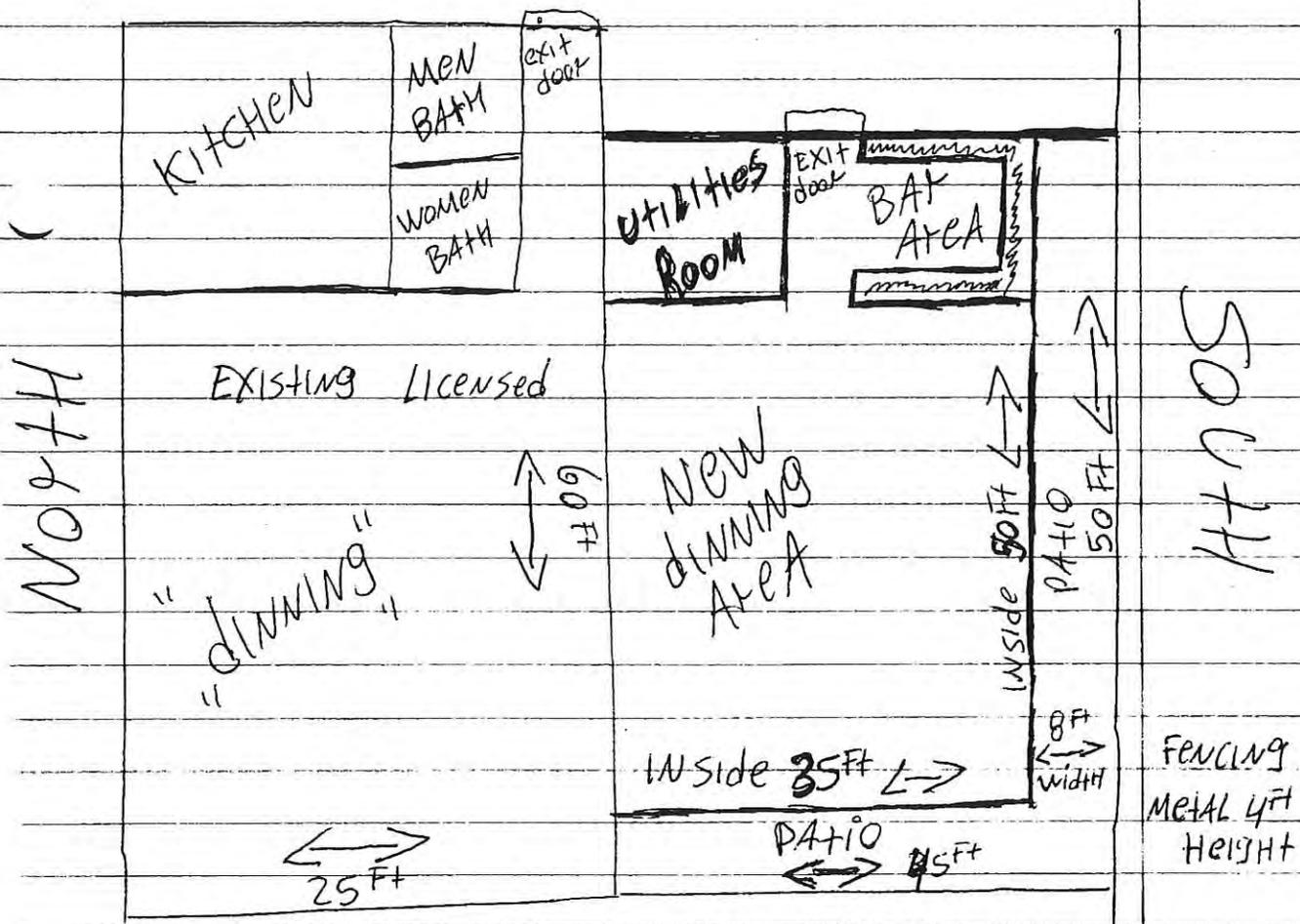
El Tequila hereby agrees to indemnify Fiesta Brava from all liabilities, charges, expenses and costs on account of or growing out of the use of the facilities or equipment by El Tequila.

El Tequila shall keep the premises and equipment in good working order and agrees not to suffer any waste or to injure, overload or deface the same or any part thereof.

El Tequila agrees to obey and comply with all laws and requirements of the health department, liquor commission and the municipal regulations.

Fiesta Brava Wayne

West



East

NEBRASKA

Good Life Great Journey

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 72
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby agree that Maintenance Agreement No. 72 described above be renewed for the period January 1, 2020 to December 31, 2020.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2017 with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of _____ Wayne _____

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne

Date: 11/15/19

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.35 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:
 2.35 lane miles x \$2,100.00 per lane mile = \$4,935.00.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:
 _____ lane miles x \$ _____ per lane mile = \$ _____

Other (Explain)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to N. City Limits	15	163.84	166.07	2.23	2	4.46	4.46	0.00
W. City Limits to City Limits E of Centennial Rd.	35	28.68	30.77	2.09	3	6.27	4.18	2.09
City Limits at Industrial Drive to E. City Limits	35	31.04	31.30	0.26	3	0.78	0.52	0.26
	35	31.30	31.68	0.38	2	0.76	0.76	0.00
Total Lane Miles				4.96		12.27	9.92	2.35

RESOLUTION NO. 2019-70

WHEREAS, the City of Wayne desires to amend Resolution No. 2018-67, a standard wage and salary schedule which was effective January 1, 2019;

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

CITY OF WAYNE
NON-EXEMPT WAGE AND EXEMPT SALARY SCHEDULES
Effective December 16, 2019

NON-EXEMPT WAGE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RANGE</u>		
Part-Time Employees (Lifeguards, Senior Center Activities Aid)	9.36	-	11.53
Recreation – Leisure Services Assistant I	9.74	-	12.59
Senior Center Operations Assistant	9.74	-	12.59
Custodian	10.48	-	13.94
Handi-Van Driver	11.57	-	15.45
Assistant Librarian I	12.14	-	16.47
Assistant Pool Manager	12.00	-	13.28
Pool Manager	13.77	-	15.24
Heavy Equipment Operator I	14.05	-	18.69
Park & Recreation Laborer	14.05	-	18.69
Street Maintenance Worker I	14.73	-	19.42
Heavy Equipment Operator II	14.75	-	20.11
Administrative Assistant	14.75	-	20.11
Librarian I	14.75	-	20.11
Senior Center Cook	14.86	-	19.78
Water/Sewer Operator I	15.52	-	20.66
Light Plant Operator II	15.52	-	20.66

Account Clerk II	15.52	-	20.66
Accountant/Assistant Treasurer	15.52	-	20.66
Dispatchers	15.62	-	20.78
Mechanic	16.30	-	22.23
Dispatch Supervisor	16.66	-	22.17
Water/Wastewater Operator II	17.06	-	22.93
Assistant Street Foreman	17.06	-	22.93
Class A Licensed Electrician	17.06	-	22.93
Apprentice Lineman	17.06	-	22.93
Power Plant Foreman	18.43	-	24.53
Street Foreman	19.28	-	25.66
Patrolman	19.28	-	26.67
Water/Wastewater Operator III	19.69	-	26.20
Recreation Services Coordinator	20.15	-	27.08
Lineman I	20.48	-	28.75
Chief of Electric Production	20.69	-	29.46
Park Supervisor	21.20	-	27.14
Street Supervisor	22.11	-	29.15
City Inspector	22.43	-	29.85
Technology Support Specialist	22.11	-	29.86
Building Inspector/Planner/Street Superintendent	22.31	-	30.57
Lineman II	22.31	-	30.57
Water/Wastewater Foreman	22.75	-	30.54
Police Sergeant	23.21	-	30.59
Senior Lineman	24.08	-	32.05
Electric Line Supervisor	28.59	-	38.42

EXEMPT SALARY SCHEDULE

JOB CLASSIFICATION

City Administrator	48.56	-	57.38
City Clerk	26.76	-	37.64
Electric Superintendent – Production	28.03	-	40.33
Electric Superintendent - Distribution	28.03	-	40.33
Finance Director	28.04	-	38.30
Library Director	22.77	-	30.66
Parks & Recreation Director	28.65	-	36.03
Police Chief	31.88	-	42.14
Sr. Citizens Center Coordinator	14.91	-	22.67
Street and Planning Director	30.02	-	39.02
Water Supervisor	24.08	-	33.65
Ex-Officio Treasurer for Airport	500.00		
Third Party Administrator MRP	400.00		

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

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

PASSED AND APPROVED this 3rd day of December, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

City of Wayne 2020 Wage Scale

	P	A	B	C	D	E	F	G	H	I	J
	0/6 mo	6 mo/1 yr	1 - 2 yr	2 - 3 yr	3 - 4 yr	4 - 5 yr	5 - 6 yr	6 - 7 yr	7 - 8 yr	8 - 9 yr	9 yr & beyond
Part-Time Employees; Life Guards;	\$ 9.36	\$ 9.56	\$ 9.76	\$ 9.97	\$ 10.18	\$ 10.39	\$ 10.61	\$ 10.83	\$ 11.06	\$ 11.29	\$ 11.53
Senior Center Activities Aide	\$ 9.74	\$ 9.99	\$ 10.25	\$ 10.52	\$ 10.79	\$ 11.07	\$ 11.36	\$ 11.66	\$ 11.96	\$ 12.27	\$ 12.59
Recreation/Leisure Services Assistant;	\$ 10.48	\$ 10.78	\$ 11.09	\$ 11.41	\$ 11.74	\$ 12.09	\$ 12.44	\$ 12.80	\$ 13.17	\$ 13.55	\$ 13.94
Senior Center Operations Assistant	\$ 11.57	\$ 11.84	\$ 12.20	\$ 12.57	\$ 12.94	\$ 13.33	\$ 13.73	\$ 14.14	\$ 14.57	\$ 15.00	\$ 15.45
Custodian	\$ 12.14	\$ 12.51	\$ 12.90	\$ 13.30	\$ 13.71	\$ 14.14	\$ 14.58	\$ 15.03	\$ 15.50	\$ 15.98	\$ 16.47
Handi-Van Driver	\$ 12.00	\$ 12.14	\$ 12.27	\$ 12.39	\$ 12.51	\$ 12.64	\$ 12.76	\$ 12.89	\$ 13.02	\$ 13.15	\$ 13.28
Assistant Librarian 1	\$ 13.77	\$ 13.94	\$ 14.07	\$ 14.22	\$ 14.36	\$ 14.50	\$ 14.65	\$ 14.79	\$ 14.94	\$ 15.09	\$ 15.24
Assistant Pool Manager	\$ 14.05	\$ 14.45	\$ 14.87	\$ 15.30	\$ 15.75	\$ 16.20	\$ 16.67	\$ 17.16	\$ 17.65	\$ 18.17	\$ 18.69
Pool Manager	\$ 14.73	\$ 15.14	\$ 15.57	\$ 16.00	\$ 16.45	\$ 16.91	\$ 17.38	\$ 17.85	\$ 18.33	\$ 18.83	\$ 19.42
Heavy Equipment Operator I	\$ 14.86	\$ 15.29	\$ 15.74	\$ 16.19	\$ 16.66	\$ 17.14	\$ 17.64	\$ 18.15	\$ 18.68	\$ 19.22	\$ 19.78
Park & Recreation Laborer	\$ 14.75	\$ 15.21	\$ 15.69	\$ 16.19	\$ 16.70	\$ 17.22	\$ 17.77	\$ 18.33	\$ 18.90	\$ 19.50	\$ 20.11
Street Maintenance Worker I	\$ 14.75	\$ 15.21	\$ 15.69	\$ 16.19	\$ 16.70	\$ 17.22	\$ 17.77	\$ 18.33	\$ 18.90	\$ 19.50	\$ 20.11
Senior Center Cook	\$ 14.75	\$ 15.21	\$ 15.69	\$ 16.19	\$ 16.70	\$ 17.22	\$ 17.77	\$ 18.33	\$ 18.90	\$ 19.50	\$ 20.11
Heavy Equipment Operator II	\$ 14.75	\$ 15.21	\$ 15.69	\$ 16.19	\$ 16.70	\$ 17.22	\$ 17.77	\$ 18.33	\$ 18.90	\$ 19.50	\$ 20.11
Administrative Assistant	\$ 14.75	\$ 15.21	\$ 15.69	\$ 16.19	\$ 16.70	\$ 17.22	\$ 17.77	\$ 18.33	\$ 18.90	\$ 19.50	\$ 20.11
Librarian 1	\$ 15.52	\$ 15.97	\$ 16.44	\$ 16.91	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.08	\$ 20.66
Water/Sewer Operator I	\$ 15.52	\$ 15.97	\$ 16.44	\$ 16.91	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.08	\$ 20.66
Light Plant Operator II	\$ 15.52	\$ 15.97	\$ 16.44	\$ 16.91	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.08	\$ 20.66
Accounting Clerk II	\$ 15.52	\$ 15.97	\$ 16.44	\$ 16.91	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.08	\$ 20.66
Accountant/Assistant Treasurer	\$ 15.52	\$ 15.97	\$ 16.44	\$ 16.91	\$ 17.41	\$ 17.91	\$ 18.43	\$ 18.96	\$ 19.51	\$ 20.08	\$ 20.66
Dispatchers	\$ 15.62	\$ 16.07	\$ 16.54	\$ 17.01	\$ 17.51	\$ 18.02	\$ 18.54	\$ 19.08	\$ 19.63	\$ 20.20	\$ 20.78
Mechanic	\$ 16.30	\$ 16.81	\$ 17.34	\$ 17.89	\$ 18.45	\$ 19.03	\$ 19.63	\$ 20.25	\$ 20.89	\$ 21.55	\$ 22.23
Dispatch Supervisor	\$ 16.66	\$ 17.14	\$ 17.64	\$ 18.15	\$ 18.67	\$ 19.22	\$ 19.77	\$ 20.35	\$ 20.94	\$ 21.54	\$ 22.17
Water/Wastewater Operator II	\$ 17.06	\$ 17.58	\$ 18.10	\$ 18.65	\$ 19.21	\$ 19.78	\$ 20.38	\$ 20.99	\$ 21.62	\$ 22.27	\$ 22.93
Assistant Street Foreman	\$ 17.06	\$ 17.58	\$ 18.10	\$ 18.65	\$ 19.21	\$ 19.78	\$ 20.38	\$ 20.99	\$ 21.62	\$ 22.27	\$ 22.93
Licensed Electrician	\$ 17.06	\$ 17.58	\$ 18.10	\$ 18.65	\$ 19.21	\$ 19.78	\$ 20.38	\$ 20.99	\$ 21.62	\$ 22.27	\$ 22.93
Apprentice Lineman	\$ 17.06	\$ 17.58	\$ 18.10	\$ 18.65	\$ 19.21	\$ 19.78	\$ 20.38	\$ 20.99	\$ 21.62	\$ 22.27	\$ 22.93
Power Plant Foreman	\$ 18.43	\$ 18.97	\$ 19.52	\$ 20.08	\$ 20.66	\$ 21.26	\$ 21.88	\$ 22.51	\$ 23.17	\$ 23.84	\$ 24.53
Street Foreman	\$ 19.28	\$ 19.84	\$ 20.41	\$ 21.00	\$ 21.61	\$ 22.24	\$ 22.89	\$ 23.55	\$ 24.23	\$ 24.93	\$ 25.66
Patrolman	\$ 19.28	\$ 19.91	\$ 20.57	\$ 21.25	\$ 21.95	\$ 22.68	\$ 23.42	\$ 24.20	\$ 25.00	\$ 25.82	\$ 26.67
Water/Wastewater Operator III	\$ 19.69	\$ 20.26	\$ 20.84	\$ 21.45	\$ 22.07	\$ 22.71	\$ 23.37	\$ 24.05	\$ 24.74	\$ 25.46	\$ 26.20
Recreation Services Coordinator	\$ 20.15	\$ 20.75	\$ 21.38	\$ 22.02	\$ 22.68	\$ 23.36	\$ 24.06	\$ 24.78	\$ 25.53	\$ 26.29	\$ 27.08
Lineman I	\$ 20.48	\$ 21.19	\$ 21.92	\$ 22.68	\$ 23.46	\$ 24.27	\$ 25.10	\$ 25.97	\$ 26.87	\$ 27.79	\$ 28.75
Chief of Electric Production	\$ 20.69	\$ 21.43	\$ 22.20	\$ 23.00	\$ 23.83	\$ 24.69	\$ 25.58	\$ 26.50	\$ 27.45	\$ 28.44	\$ 29.46

Park Supervisor	\$ 21.20	\$ 21.73	\$ 22.27	\$ 22.83	\$ 23.40	\$ 23.99	\$ 24.59	\$ 25.20	\$ 25.83	\$ 26.48	\$ 27.14
Street Supervisor	\$ 22.11	\$ 22.73	\$ 23.37	\$ 24.02	\$ 24.70	\$ 25.39	\$ 26.10	\$ 26.83	\$ 27.58	\$ 28.35	\$ 29.15
City Inspector	\$ 22.43	\$ 23.08	\$ 23.75	\$ 24.44	\$ 25.15	\$ 25.88	\$ 26.63	\$ 27.40	\$ 28.19	\$ 29.01	\$ 29.85
Technology Support Specialist	\$ 22.11	\$ 22.79	\$ 23.48	\$ 24.20	\$ 24.94	\$ 25.70	\$ 26.48	\$ 27.29	\$ 28.12	\$ 28.98	\$ 29.86
Building Inspector/Planner/Street											
Superintendent	\$ 22.31	\$ 23.02	\$ 23.76	\$ 24.52	\$ 25.30	\$ 26.11	\$ 26.95	\$ 27.81	\$ 28.70	\$ 29.62	\$ 30.57
Lineman II	\$ 22.31	\$ 23.02	\$ 23.76	\$ 24.52	\$ 25.30	\$ 26.11	\$ 26.95	\$ 27.81	\$ 28.70	\$ 29.62	\$ 30.57
Water/Wastewater Foreman	\$ 22.75	\$ 23.41	\$ 24.11	\$ 24.83	\$ 25.58	\$ 26.34	\$ 27.13	\$ 27.95	\$ 28.79	\$ 29.65	\$ 30.54
Police Sergeant	\$ 23.21	\$ 23.85	\$ 24.52	\$ 25.21	\$ 25.92	\$ 26.64	\$ 27.39	\$ 28.15	\$ 28.94	\$ 29.75	\$ 30.59
Senior Lineman	\$ 24.08	\$ 24.78	\$ 25.50	\$ 26.24	\$ 27.00	\$ 27.78	\$ 28.59	\$ 29.42	\$ 30.27	\$ 31.15	\$ 32.05
Electric Line Supervisor	\$ 28.59	\$ 29.45	\$ 30.33	\$ 31.24	\$ 32.18	\$ 33.14	\$ 34.14	\$ 35.16	\$ 36.22	\$ 37.30	\$ 38.42

	Bottom Hourly Rate	Top Hourly Rate
City Administrator	\$ 48.56	\$ 57.38
City Clerk	\$ 26.76	\$ 37.64
Electric Superintendent - Production	\$ 28.03	\$ 40.33
Electric Superintendent - Distribution	\$ 28.03	\$ 40.33
Finance Director	\$ 28.04	\$ 38.30
Library Director	\$ 22.77	\$ 30.66
Parks and Recreation Director	\$ 28.65	\$ 36.03
Police Chief	\$ 31.88	\$ 42.14
Senior Citizens Center Coordinator	\$ 14.91	\$ 22.67
Street and Planning Director	\$ 30.02	\$ 39.02

RESOLUTION NO. 2019-71

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT 19-PW-017.

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant 19-PW-017; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$25,000 to complete the General Administration Scope of Work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant 19-PW-017, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 3rd day of December, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR GENERAL ADMINISTRATION

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

WITNESSES THAT:

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

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

WHEREAS, the Community has been notified of CDBG funds reservation as a result of CDBG application 19-PW-017 for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be the date on the written notice of approval from DED. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. **In no event shall the total amount reimbursed by the Community exceed the sum of \$25,000.** Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$60/hour. It is expressly understood that claims for

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

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

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

4. Record Maintenance, Record Retention & Access to Records

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

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

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

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

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

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

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

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

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

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

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

19. Executive Order 11246, As Amended

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

20. Conflict of Interest (2CFR200.318)

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

21. Audits and Inspections

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

22. Hold Harmless

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

23. Verification of Work Eligibility Status for New Employees.

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

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

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

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

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

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

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

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

Consultant shall:

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

25. Governing Law

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

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

COMMUNITY

BY _____

TITLE _____

DATE _____

CONSULTANT

BY _____

TITLE Executive Director _____

DATE _____

ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

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

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).

ATTACHMENT 2

United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

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

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

PRINT NAME

(first, middle, last)

SIGNATURE

DATE

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:

§ 150.03 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 the 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

ORDINANCE NO. 2019-18

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE SOUTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

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,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 3. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

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

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

PASSED AND APPROVED this _____ day of December, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



RESOLUTION NO. 2019-72

A RESOLUTION APPROVING THE APPOINTMENT OF AMY K. MILLER AS CITY ATTORNEY AND RETAINER AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, is desirous of appointing Amy K. Miller, Attorney, as the City Attorney; and

WHEREAS, the City of Wayne and Amy K. Miller have agreed to the terms on the proposed Retainer Agreement, a copy of which is attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. Amy K. Miller, Attorney, is appointed as the City Attorney for 2020;
2. The attached Retainer Agreement is hereby approved and adopted; and
3. The parties thereto are directed to execute said Retainer Agreement.

PASSED AND APPROVED this 3rd day of December, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RETAINER AGREEMENT

This agreement is made this 3rd day of December, 2019, by and between **The City of Wayne** (hereinafter referred to as the client), and **Amy K. Miller**, (hereinafter referred to as the attorney). In exchange of the mutual covenants contained herein, the parties hereto agree to the following:

1. **Legal representation**: The client hereby agrees to engage the attorney to represent the client in all matters in which the client may desire or require legal representation or in such other matters as the client may desire or require assistance from the attorneys. The attorneys agree to accept this representation subject to this retainer agreement and to perform all of the duties required hereunder. This agreement shall run for one year and may be renewable each year thereafter, subject to the terms and provisions of the Nebraska Code of Professional Responsibility.

2. **Services to be rendered**: Under the terms of this agreement, the attorneys shall perform all of the functions within the services described in paragraph one above in consideration of a monthly retainer payment in the amount of \$5,416.67. Of this amount, \$800.00 per month shall be attributable to the Community Redevelopment Authority (CRA), and \$4616.67 shall be attributable to the City of Wayne. In exchange for the monthly retainer payment, the attorney shall provide the following services at no additional charge:

- A. Write and issue letters;
- B. Answer any and all telephone or E-mail questions of the mayor, administrator, council, various boards and committees, and/or city employees;
- C. Research of Nebraska state law and applicable regulations that relate to the operation of the client;
- D. Attend city council meetings, CRA meetings, Planning Commission meetings, Problem Resolution Team meetings, and any other special meeting to which attorney's presence is requested;
- E. Review policies, codes, resolutions, and ordinances to be considered by the council;
- F. Prepare contracts and purchase agreements, and handle closings for the CRA as necessary;
- G. Prosecute city ordinance violations, including preparing Complaints and Petitions, reviewing reports, and appearing in court.

3. **Other legal services**: In addition to the matters covered by the retainer above, the client and attorney acknowledge that certain litigation or discovery matters may arise that require attorney to charge an hourly fee in addition to the monthly retainer agreement. In that event, attorney and client will meet in an attempt to reach an agreement for compensation on those

matters. Attorney will not bill client for any services outside the retainer agreement without first consulting with client.

4. **Expense reimbursement:** The client shall reimburse the attorneys for most expenses including, but not limited to:

- A. Photocopy or postage expenses;
- B. Mileage at the maximum IRS rate at the time of travel;
- C. Court costs;
- D. Litigation expenses (ie: court reporters, experts, and witness fees);
- E. Service fees;
- F. Seminar travel, lodging, meals and registration costs.

5. **Conflicts:** The attorneys agree that they will not represent or provide legal services for any clients on any matters known to be in direct conflict with the interests of the client. If a conflict of interest arises between the client and any other party, the attorney may be required to withdraw as attorney for client pursuant to the Nebraska Code of Professional Responsibility and the client may seek legal counsel from any other attorney or law firm, at client's cost.

6. **Availability of Attorney:** Client and Attorney acknowledge there may be times when attorney is unable to attend a meeting due to illness, vacation, or other reason beyond attorney's control. In this instance, attorney will arrange for alternate counsel to be present in her absence, at attorney's cost.

7. **Termination:** The client may terminate this agreement for any reason it deems appropriate, subject to full payment of all fees and expenses hereunder. The client agrees and acknowledges that in the event of termination, the attorney shall not be responsible for or required to provide any services as of the date of termination. The attorney may terminate this agreement for any reason they deem appropriate without waiving rights to full payment of all fees and expenses due hereunder. Termination by either party shall not be effective until a letter stating that the agreement has been terminated is delivered to the other party.

8. **Modification:** Parties hereto agree that any of the terms and conditions hereunder may be modified at any time pursuant to negotiations between the parties and that in the event that an oral modification is reached, a memorandum, letter or other documentation of such modification, including authorized signatures from each party is attached to this agreement.

DATED this 3rd day of December, 2019.

CITY OF WAYNE, A Municipal Corporation,

By _____

Cale Giese, Mayor

Amy K. Miller, Attorney at Law