

AGENDA
CITY COUNCIL MEETING
December 17, 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 on the Wayne Volunteer Fire Department Application for Membership of Sumaya Ibrahim — Phill Monahan, Fire Chief](#)
6. Presentation/Update on the 2019 Wayne Trail Repair Project — David Wiggins, Senior Civil Project Engineer, Leo A Daly
7. [Resolution 2019-73: Reaffirming the project engineer and approving the plans, specifications and estimate of cost for the “2019 Wayne Trail Repair Project;” authorizing submittal of the plans and specifications to the Nebraska Department of Transportation and US Army Corps of Engineers; and authorizing the City Clerk to advertise for bids](#)
8. [Presentation by Northeast Nebraska Insurance Agency on the 2020 Property & Casualty Insurance Package and action to approve the same – Cap Peterson](#)

Background: A breakout and history of our property insurance/liability coverage and costs is included in the packet. Cap will be at the meeting to discuss details and answer questions.

9. [Action on the recommendation of the LB840 Revolving Loan Fund Review Committee on the Revolving Loan Fund Application of Johnnie Byrd Brewing Co. - \\$40,000 to be used to purchase the real estate at 121 Pearl Street and conduct minor improvements at said property.](#)

10. **Public Hearing:** To consider the Planning Commission’s recommendation in regard to amending the Zoning Text, Section 152.139 Parking Regulations, specifically Section (F) Design Standards (6) Schedule of Minimum Off-Street Parking and Loading Requirements. The applicant, Wayne Rentals LLC/Tom Jacobsen, is seeking the request to revert the parking requirement for R-5 Residential back to one parking space per sleeping room.

Background: The Planning Commission held a public hearing on this matter on December 2, 2019, and recommended approval of the request of Wayne Rentals, LLC/Tom Jacobsen, to revert the parking requirement for R-5 Residential back to one parking space per sleeping room. The code now reads one parking space per sleeping room, plus one parking space per dwelling unit.

11. **Ordinance 2019-19:** Amending Wayne Municipal Code Title XV Land Usage, Chapter 152 Zoning, Section 152.139 Parking Regulations, Section (F) Design Standards (6) Schedule of Minimum Off-Street Parking and Loading Requirements
12. **Ordinance 2019-17:** Amending Wayne Municipal Code Title XV Land Usage, Chapter 150 Building Regulations; Construction, Sec. 150.03 Moving Buildings (Third and Final Reading)

The changes before you were developed after meeting with one of the trailer court owners in town. Since the 2nd reading of the Ordinance, we were approached by the other trailer court owner to discuss the changes. After further review of the Code, we have determined there is language already in the Zoning Code which excludes trailers located within a mobile home park from being manufactured after June 15, 1976. Therefore, staff recommends leaving the requirement to meet the Zoning Regulations in place for moving permits since mobile homes are allowed on individual lots within an R-4 district to protect the neighborhood's character. The language has also been amended to remove the requirement for a moving permit for mobile homes being moved within the community at the request of the 2nd trailer court owner. Due to the fact mobile homes can be placed on individual lots in R-4 outside of a mobile home park, Council may want to consider changing the proposed language to still require moving permits for mobile homes being moved within the community, but placed outside of a mobile home park.

13. **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 (Third and Final Reading)
14. **Resolution 2019-74:** Approving the Plans and Specifications for the “Senior Center Freezer/Pantry Storage Addition Project” and authorizing the City Clerk to advertise for bids

Background: Roger Protzman and Jill Brodersen are finalizing the plans and specifications for this project. We will distribute the same to you when we receive them.

15. [Resolution 2019-75: Approving Pole Agreement with WayneNet, LLC](#)

Background: WayneNet, LLC, is a company laying fiber in the ROW and will be providing internet service in the future. They are asking to use the City's utility poles, mainly in the downtown area, for overhead access (until the City resurfaces the alleys). This agreement is very similar to the pole agreement the City has with American Broadband.

16. [Resolution 2019-76: Approving Administrative Service Agreement with ICMA Retirement Corporation](#)

Background: ICMA has forwarded an Administrative Services Agreement to approve/appoint them as the City's Administrator of the Plan. This would be for a 4-year term.

17. [Action on the Letter of Intent directed to the Nebraska Department of Economic Development to apply for an award through the Community and Civic Center Financing Fund Program](#)

Background: This "Letter of Intent" will give official notice to the Department of Economic Development that the City of Wayne intends to apply for an award through the Community and Civic Center Financing Fund program. The "Letter of Intent" is due by January 15, 2020.

18. [Reappointment of Jill Brodersen to the Wayne Community Redevelopment Authority](#)

19. [Reappointment of Jon Meyer to the Wayne Community Redevelopment Authority](#)

20. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
December 3, 2019**

The Wayne City Council met in regular session at City Hall on Tuesday, December 3, 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, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Jennifer Sievers.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 21, 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 Woehler made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting November 19, 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 Sievers who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 901.25; AMAZON.COM, SU, 1122.89; AMERICAN UNDERGROUND SUPPLY, SU, 745.73; AMERITAS, SE, 94.48; AMERITAS, SE, 3049.58; AMERITAS, SE, 72.00; AMERITAS, SE, 114.54; APPEARA, SE, 146.59; BENSCOTER,

LOUIS, RE, 250.00; BIG STATE INDUSTRIAL SUPPLY, SU, 229.35; BLACK HILLS ENERGY, SE, 1247.07; BOMGAARS, SU, 119.88; BORDER STATES INDUSTRIES, SU, 2099.40; CARHART LUMBER COMPANY, SU, 117.21; CENTURYLINK, SE, 424.09; CITY EMPLOYEE, RE, 226.22; CITY EMPLOYEE, RE, 17.13; CITY EMPLOYEE, RE, 960.03; CITY OF WAYNE, PY, 79544.64; CITY OF WAYNE, RE, 1300.03; COLONIAL RESEARCH, SU, 38.49; COMMUNITY REDEVELOPMENT AUTHORITY, SE, 2000.00; CONSOLIDATED MANAGEMENT, SE, 8.74; CREAMER AUCTIONEERS, RE, 150.00; CREDIT MANAGEMENT SERVICES, RE, 183.54; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 115.02; ED M. FELD EQUIPMENT, SU, 156.00; FIRST CONCORD GROUP, SE, 2841.76; FLOOR MAINTENANCE, SU, 164.00; HEIKES AUTOMOTIVE, SE, 847.61; HILAND DAIRY, SE, 108.89; HOMETOWN LEASING, SE, 433.87; HYDRAULIC SALES & SERVICE, SE, 115.20; HYDRO OPTIMIZATION, SU, 1152.58; ICMA RETIREMENT-FIRST NATL BANK – MARYLAND, SE, 8002.02; INTERSTATE BATTERY SYSTEM, SU, 127.95; IOWA PUMP WORKS, SE, 5250.53; IRS, TX, 13430.16; IRS, TX, 3140.88; IRS, TX, 9998.18; JACK'S UNIFORMS, SU, 189.90; JEO CONSULTING GROUP, SE, 1891.69; JOHN'S WELDING AND TOOL, SU, 35.00; LAQUINTA INNS & SUITES, SE, 869.60; MIDWEST SERVICE & SALES, SU, 12213.00; MIDWEST TAPE, SU, 59.99; NE DEPT OF REVENUE, TX, 4208.58; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 331.00; NNEDD, SE, 587.14; NORTHEAST POWER, SE, 19171.64; STAPLES, SU, 117.73; STATE NEBRASKA BANK & TRUST, RE, 11752.17; STATE NEBRASKA BANK & TRUST, RE, 45.44; STATE NEBRASKA BANK & TRUST, RE, -45.44; STATE NEBRASKA BANK & TRUST, RE, 45.44; WAYNE COUNTY COURT, RE, 50.00; WIGMAN COMPANY, SU, 957.38; WISNER WEST, SU, 299.63; ZIMCO SUPPLY, SU, 100.00; AMERICAN BROADBAND, SE, 2427.28; APX, SU, 1000.00; BORDER STATES INDUSTRIES, SU, 102.99; CITY EMPLOYEE, RE, 31.22; CITY EMPLOYEE, RE, 29.21; CITY EMPLOYEE, RE, 165.63; CITY EMPLOYEE, RE, 21.86; COPY WRITE PUBLISHING, SE, 149.50; ECHO GROUP, SU, 70.25; ELECTRONIC ENGINEERING, SU, 4520.48; GILL HAULING, SE, 261.25; HILAND DAIRY, SE, 52.33; HILAND DAIRY, SE, 105.15; JEO CONSULTING GROUP, SE, 9862.50; JOHNSON HARDWARE, SU, 123.83; MAIN STREET GARAGE, SE, 401.25; MERCHANT SERVICES, SE, 1815.24; MERCHANT SERVICES, SE, 1048.72; MERCHANT SERVICES, SE, 72.76; METERING & TECHNOLOGY SOLUTIONS, SU, 3169.25; MILLER LAW, SE, 5416.67; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 25685.10; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 230504.13; NORTHEAST NE INS AGENCY, SE, 61.00; NORTHEAST POWER, SE, 5304.00; ONE CALL CONCEPTS, SE, 41.48; SIGNS BY TOMORROW, SE, 634.00; SKARSHAUG TESTING LAB, SE, 180.59; SOOLAND BOBCAT, SU, 23.47; STAPLES, SU, 95.61; STATE NEBRASKA BANK & TRUST, SE, 45.44; TYLER TECHNOLOGIES, SE, 200.00; VIAERO, SE, 68.36; WAED, SE, 8222.92; WESCO, SU, 173.34

Councilmember Haase 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, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

Gary Boehle of Elkhorn Agency, the City's group health insurance agent, reviewed the 2020 renewal rates that were received from United Healthcare of Nebraska. The same were

increasing by 26%. Mr. Boehle obtained a proposal from Blue Cross Blue Shield of Nebraska, the only other group health insurance carrier in the State of Nebraska. That plan is comparable to the City's current plan, and would be an increase of 15% in the premiums. The deductibles will decrease from \$6,550/\$13,100 single/family to \$6,350/\$12,700 single/family, and with the self-insuring that the City does, the decrease in the out-of-pocket expense to the employees will be \$40/\$80 single/family.

Councilmember Woehler questioned whether a wellness program should be put together or looked into for the employees. He had visited with another insurance agent who has set this program up with other municipalities.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker to terminate the City of Wayne's group health insurance coverage with United Healthcare of Nebraska and to enroll with Blue Cross Blue Shield of Nebraska, effective January 1, 2020, and to direct City staff and Gary Boehle of Elkhorn Agency to look into a wellness program discount. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

City Clerk McGuire had received an application for Addition to Liquor License Premises from El Tequila LLC, d/b/a Fiesta Brava. They are requesting Council approval to add a dining area or new addition to the south and a patio café along the west and south sides of that building. She visited with Luis Abundes who said he intends to put in a 5' black metal fence around the perimeter of the sidewalk café.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, approving the Application for Addition to Liquor License Premises – El Tequila LLC, d/b/a Fiesta Brava to add a dining area to the south and a patio café along the west and south side of that building. Mayor Giese stated the motion, and the result of roll call being all

Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

The City has received the Annual Renewal Maintenance Agreement from the State of Nebraska Department of Transportation (NDOT). This is their standard form of renewal agreement. This is the same agreement as last year — the City will pay the NDOT \$2,100.00 per lane mile or \$4,935.00 in 2020 for the surface maintenance on 2.35 lane miles of highway through Wayne.

Councilmember Brodersen made a motion, which was seconded by Councilmember Wochler, approving the Annual Renewal Maintenance Agreement (2020) with the State of Nebraska Department of Transportation. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

The following Resolution would amend the Wage and Salary Schedule by including a 2% cost of living increase that was approved in the budget. This would be effective with the first payroll period in January, 2020.

Councilmember Brodersen introduced Resolution No. 2019-70 and moved for its approval; Councilmember Spieker seconded the motion.

RESOLUTION NO. 2019-70

A RESOLUTION AMENDING THE WAGE AND SALARY SCHEDULE.

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

The following Resolution would approve the “Service/Consultant Agreement” between the City and Northeast Nebraska Economic Development District for general administration of CDBG No. 19-PW-017. This grant is for the infrastructure improvements to Pine Heights Road between 9th and 10th Streets, 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 Road, Lilac Lane and 10th

Street. The amount to be reimbursed to the District shall not exceed \$25,000. The estimated cost of the project is \$916,230, and the City has been awarded up to \$400,000. Those amounts do not include grant administration (\$25,000) and construction management (\$10,000) fees.

Councilmember Brodersen introduced Resolution No. 2019-71 and moved for its approval; Councilmember Karsky seconded the motion.

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.

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

The following ordinance comes before Council for its second reading. Administrator Blecke explained the discussion that took place at the meeting when the first reading of the ordinance was approved. If the Council wants to move trailers that have some life left in them, then staff is of the opinion that how the ordinance has been amended is the easier way to do it. If the wish is to have all mobile homes be demolished on site if they are no longer useable, then the ordinance does not have to be amended.

Joel Hansen, Street and Planning Director, was present to answer questions, and explain his reasons for recommending the amendment to the code.

Councilmember Eischeid introduced Ordinance 2019-17, and moved for approval of the second reading thereof; Councilmember Buck seconded.

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.

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

Councilmember Eischeid introduced Ordinance No. 2019-18, and moved for approval of the second reading 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, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Administrator Blecke stated that 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).

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving and directing City Staff to move forward with the renovation of the concession area in the Community Activity Center Facility, as proposed at the Council min-retreat. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried.

Discussion took place in regard to setting a date and time for the next Council retreat. Consensus was to have the Council retreat on Wednesday, January 15, 2020, at 5:00 p.m. in Council Chambers.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to enter into executive session to discuss a personnel matter (the appointment of Amy

Miller as City Attorney and her Retainer Agreement), so as to prevent the needless injury to the reputation of the individual (City Attorney) who has not requested a public hearing, and to allow City Administrator Blecke and City Clerk McGuire to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried, and executive session began at 6:07 p.m.

Mayor Giese again stated the matter to be discussed in execution session relates to the appointment and retainer agreement of Amy Miller, City Attorney.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Mayor declared the motion carried, and open session resumed at 6:32 p.m.

Councilmember Brodersen introduced Resolution 2019-72, and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2019-72

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

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

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:33 p.m.



Vendor	Payable Description	Payment Total
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	87.86
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,882.74
AMERITAS LIFE INSURANCE	AMERITAS ROTH	109.47
APPEARA	LINEN & MAT SERVICE	82.71
ARNIE'S FORD INC	F-350 SUPER DUTY PICK UP	40,750.00
BAIRD HOLM LLP	FERC LITIGATION	48.55
BATTERY SOLUTIONS, LLC	BATTERY BUCKETS	219.90
BMI	RADIO LICENSE FEE	322.20
BOMGAARS	CHAIN/ICEMELT/HEATER/TIMER/BATTERIES	869.29
BORDER STATES INDUSTRIES, INC	COIL VOLTAGE TERMINAL/FIRE RESISTANT CLOTHING	940.72
CHEMQUEST, INC.	QUARTERLY MONITORING	695.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,540.91
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	88.05
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	56.38
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,076.34
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,329.15
CITY EMPLOYEE	VISION REIMBURSEMENT	96.48
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	88.37
CITY OF WAYNE	PAYROLL	86,532.57
CITY OF WAYNE	UTILITY REFUNDS	273.59
CORE & MAIN LP	IPERL WATER METERS	6,672.00
CREATIVE DISPLAYS, INC	CHRISTMAS DECORATION LIGHTS	122.74
CREDIT MANAGEMENT SERVICES, INC.	PAYROLL DEDUCTION	183.54
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	60.15
EASYPERMIT POSTAGE	POSTAGE	843.17
ED M. FELD EQUIPMENT CO INC	FIRE FIGHTER FLASHLIGHTS	354.00
ENGINEERED EQUIPMENT SOLUTIONS INC	SERVICE BELT PRESS	1,585.40
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	255.02
FREDRICKSON OIL CO	GENERATOR OIL	1,001.22
FREVERT, BRIAN	CAT TRAP REFUND	20.00
GODINEZ, EMILY	OVERPAYMENT ON MEMBERSHIP	55.00
HAWKINS, INC	AZONE	539.31
HEIKES AUTOMOTIVE LLC	TOWING CHARGE	110.00
HERITAGE HOMES	AUDITORIUM DEPOSIT REFUND	150.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	88.74
HUBER TECHNOLOGY INC	DUST COLLECTION BAGS	268.00
HYDRAULIC SALES & SERVICE	REPAIR HYDRAULIC SEAL	249.25
HYDRO OPTIMIZATION	SCADA COMPUTER UPGRADE	17,970.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,002.39
INTERSTATE BATTERY SYSTEM	BATTERY	127.95
IRS	FEDERAL WITHHOLDING	9,740.90

Vendor	Payable Description	Payment Total
IRS	MEDICARE WITHHOLDING	3,355.66
IRS	FICA WITHHOLDING	14,348.22
JACK'S UNIFORMS	BATTERY STICK	89.85
JOHN'S WELDING AND TOOL LLC	REPAIR DUMP TRUCK HOIST/REBUILD SEWER LINE	2,338.46
KNEIFL, BROOKS	REC FOOTBALL REF	72.00
KNEIFL, JACOB	REC FOOTBALL REF	60.00
L.G. EVERIST	CRUSHED ROCK	710.43
LESEBERG MASONRY & CONST	WAYNE COUNTRY CLUB CONCRETE	1,308.10
LUTT OIL	GASOLINE	5,017.62
MACQUEEN EQUIPMENT	MIRROR	107.69
MAIN STREET GARAGE, LLC	OIL CHANGE	50.95
MARCO INC	COPIER LEASE	126.36
MATHESON-LINWELD	OXYGEN	32.75
MATT PARROTT	W-2/1099 FORMS	267.69
METERING & TECHNOLOGY SOLUTIONS	ELECTRIC ERT METERS	12,526.96
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	177.00
MIDWEST TAPE LL	AUDIO BOOKS	189.96
NE DEPT OF REVENUE	STATE WITHHOLDING	4,093.03
NE ECONOMIC DEVELOPERS ASSN	MEMBERSHIP DUES	150.00
NE TURFGRASS ASSOCIATION	TURF WORKSHOPS	100.00
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	29,195.75
NORTHEAST POWER	FERC LITIGATION	2,028.10
NORTHEAST TIRE SERVICE	TIRE REPAIR	120.00
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	670.72
PAC N SAVE	BATTERY/COFFEE SUPPLIES	35.14
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	108.00
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	2,515.00
QUALITY 1 GRAPHIC	HELMET/VEHICLE DECALS	185.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	126.31
REHAB SYSTEMS	TELEVISION SANITARY SEWER LINES	1,000.00
REPCO MARKETING INC	BLOOD/ALCOHOL SIMULATOR SOLUTION	48.30
STADIUM SPORTING GOODS	EMBROIDERY	90.00
STATE NEBRASKA BANK & TRUST	SERIES 2019 GO	9,421.71
STATE NEBRASKA BANK & TRUST	ELECTRIC REV SERIES 2012	13,390.00
STATE NEBRASKA BANK & TRUST	HIGHWAY ALLOCATION 2013	424,918.61
STATE NEBRASKA BANK & TRUST	HIGHWAY ALLOCATION 2013B	304,760.42
STATE TREASURER OF NE	LB910 CAT/DOG FEES	799.10
TOTAL GRAPHICS	BASKETBALL SHIRTS	180.00
US BANK	TECH SUPPLIES/MEMBERSHIPS/SPREADER/MEALS	8,776.30
VERIZON WIRELESS SERVICES LLC	CELL PHONES	413.32
WATCHGUARD VIDEO	RADIO CABLE	90.00
WAYNE AUTO PARTS	FILTERS/BRAKE PADS/STARTER/COUPLING/BULBS	759.34
WAYNE COUNTY CLERK	FILING FEES	54.00
WAYNE COUNTY COURT	BOND	150.00
WAYNE HERALD	CAC ADS	336.00

Vendor	Payable Description	Payment Total
WAYNE HERALD	ADS AND NOTICES	829.01
WAYNE VETERINARY CLINIC	CAT IMPOUND	28.00
WESTERN AREA POWER ADMIN	ELECTRICITY	19,224.90
WISNER WEST	FD GASOLINE	54.98
WORLDPAY INTERGRATES PAYMENTS	CAC CREDIT CARDS	240.69
	Grand Total:	1,056,486.34

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Sumaya Ibrahim Address 517 wayside
Phone Number 712-223-5807 Social Security # _____
Driver's License Number and Issuing State 258AP0886 Sioux city
Employer _____ Occupation Student / working part time
How long have you been employed by your present employer? _____ in Wayne college
Previous Employer and Address _____

Have you previously been a member of a Fire Department? no
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. _____

Do you have any physical ailments or disabilities that could affect your performance on the department?
X no

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? yes
- Have you read the Bylaws of the Department, and do you understand them? yes Do you agree to abide by them? yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Sumaya Ibrahim Date 11/05/19

.....
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Sumaya Ibrahim Date 11/05/19

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

[Signature] [Signature] _____

Secretary's Signature _____ Date _____

Chief's Signature [Signature] Date 12-3-2019

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth _____

RESOLUTION NO. 2019-73

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “2019 WAYNE TRAIL REPAIR PROJECT;” AUTHORIZING SUBMITTAL OF THE PLANS AND SPECIFICATIONS TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION AND US ARMY CORPS OF ENGINEERS; AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the hiring of Leo A Daly, as engineers for the “2019 Wayne Trail Repair Project” is hereby reaffirmed; that the plans, specifications and estimate of cost of \$1,505,078, as prepared by the City’s engineer and filed in the office of the City Clerk for the said project, are hereby approved; that said engineer is authorized to submit the plans and specifications to the Nebraska Department of Transportation and the US Army Corps of Engineers; and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 17th day of December, 2019.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

RESTORATION OF WALKING TRAIL TO PRE-DISASTER CONDITIONS, WAYNE, NE					
BID ITEMS AND PRELIM COST ESTIMATE				12/11/2019	
BID #	ITEM:	QTY:	UNIT	COST	TOTAL COST
1	Mobilization	1	LS	\$ 100,000	\$ 100,000
2	Dewatering For Site (60 Calendar Days)	1	LS	\$ 100,000	\$ 100,000
3	Dewatering For Site (1 Additional Calendar Day past initial 60 Calendar days)	1	DAY	\$ 5,000	\$ 5,000
4	Temporary Lease of Property for Construction Staging	1	LS	\$ 30,000	\$ 30,000
5	Signage and Barricades	1	LS	\$ 20,000	\$ 20,000
6	Remove Unsuitable Fill (Earthwork Measured In Embankment)	100	CY	\$ 1,000	\$ 100,000
7	Fill Earth (Earthwork Measured In Embankment)	31	CY	\$ 800	\$ 24,800
8	Remove 5" Concrete Sidewalk	1,113	SF	\$ 20	\$ 22,260
9	Remove Pipe Railing	98	LF	\$ 20	\$ 1,960
10	Remove and Replace Chain Link Fence	16	LF	\$ 85	\$ 1,360
11	Remove Steel Sheet Piling	1,200	SF	\$ 65	\$ 78,000
12	NDOT Type B Rip-Rap	285	TON	\$ 150	\$ 42,750
13	NDOT Type C Rip-Rap	578	TON	\$ 100	\$ 57,800
14	Steel Sheet Piling	3,957	SF	\$ 145	\$ 573,765
15	Steel Sheet Piling Concrete Cap	151	LF	\$ 100	\$ 15,100
16	Geotextile Filter Fabric	3,316	SF	\$ 5	\$ 16,580
17	5" Concrete Sidewalk	1,658	SF	\$ 10	\$ 16,580
18	42" Railing - 1 1/2" O.D. Std. Pipe With Posts	129	LF	\$ 100	\$ 12,900
19	Sodding	87	SF	\$ 30	\$ 2,610
20	6" Soil with Wetland Seeding Mix	3,852	SF	\$ 8	\$ 30,816
21	Silt Fence	78	LF	\$ 25	\$ 1,950
Total Site Construction Costs:					\$ 1,254,231

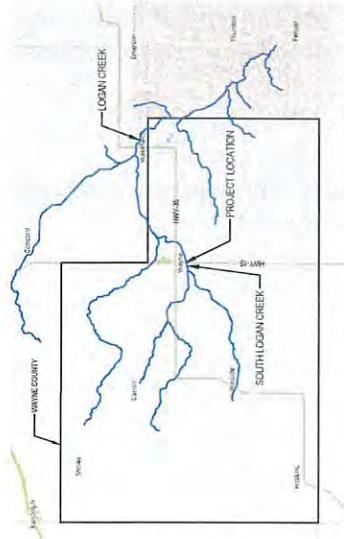
Contingency (20%) \$ 250,847.0

TOTAL CONSTRUCTION COST \$ 1,505,078.0

RESTORATION OF WALKING TRAIL TO PRE-DISASTER CONDITIONS



PROJECT LOCATION
SCALE: N.T.S.



VICINITY MAP
SCALE: N.T.S.

PRICE NUMBER	SHEET NUMBER	SHEET NAME
001	1	COVER SHEET
1	1	PROPOSED PRE-DISASTER CONDITIONS
2	1	PROPOSED PRE-DISASTER CONDITIONS
3	1	PROPOSED PRE-DISASTER CONDITIONS
4	1	PROPOSED PRE-DISASTER CONDITIONS
5	1	PROPOSED PRE-DISASTER CONDITIONS
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49	1	PROPOSED PRE-DISASTER CONDITIONS
50	1	PROPOSED PRE-DISASTER CONDITIONS

SHEET INDEX

**RESTORATION OF
WALKING TRAIL**
Highway 15 & South Logan Creek
Wayne, NE 68787

City of Wayne

306 Pearl Street
Wayne, NE 68787

PROJECT NO. 002-10218-000
Dec 10, 2019
100% CONSTRUCTION DOCUMENTS

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS
EST. 1915
ABU DHABI
AUSTIN
COLLEGE STATION
DALLAS
DALLAS CHRISTI
FORT WORTH
HOUSTON
LANSING
LOS ANGELES
LOS VEGAS
MEMPHIS
MIAMI
MINNEAPOLIS
MOBILE
NEW YORK
ORLANDO
ORLANDO
SAN ANTONIO
SAN FRANCISCO
WASHINGTON DC
WEST PALM BEACH

LEO A DAILY

CITY OF WAYNE			
	2018-2019	2019-2020	2020-2021
PROPERTY PREMIUMN	\$111,370.00	\$120,285.00	\$129,976.00
Co-Ins 100% Values	\$40,461,187.00	\$42,071,687.00	\$43,045,587.00
Extra Expense	\$120,000.00	\$120,000.00	\$120,000.00
COMMERCIAL OUTPUT	\$61,367.00	\$63,930.00	\$64,059.00
Power Plant			
Building - Stated Value	\$38,600,000.00	\$40,222,300.00	\$40,304,000.00
Contents - Rep. Cost	163,900.00	163,000.00	163,900.00
AUTO	\$18,020.00	\$24,417.00	\$27,692.00
Added 2019 Ford Taurus ↗			
6 Units Rural Fire District			
INLAND MARINE	\$8,905.00	\$9,304.00	\$9,390.00
UMBRELLA	\$23,936.00	\$23,619.00	\$24,836.00
Additional Insured Wayne Rural Fire District			
LINEBACKER	\$4,349.00	\$4,602.00	\$4,602.00
Law Enforcement Liability	\$2,851.00	\$2,851.00	\$2,851.00
CRIME	\$691.00	\$511.00	\$571.00
LIABILITY	\$15,160.00	\$16,095.00	\$17,592.00
Additional Insured Wayne Rural Fire District			
WORKERS COMPENSATION	\$63,507.00	\$77,535.00	\$75,185.00
Exp Mod	0.74	0.93	0.90
TERRORISM	INCLUDED	INCLUDED	INCLUDED
	\$3,181.00	\$2,958.00	\$2,488.00
TOTAL	\$310,156.00	\$343,149.00	\$356,694.00

[Back to Top](#)



**Economic Development
Chamber ■ Main Street**

December 16, 2019

Wes Blecke
City Administrator
306 Pearl Street
POB 8
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Johnnie Byrd Brewing Co.*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on December 13, 2019 and reviewed a revolving loan fund application to Wayne's Economic Development Program by *Johnnie Byrd Brewing Co.*

The Review Committee met with Mr. Greg Ptacek from *Johnnie Byrd Brewing Co.* Mr. Ptacek said the company intends to utilize the WEDP Funds for the purchase of real estate at 121 Pearl Street and conduct minor improvements at the aforementioned property. Along with Wayne's Economic Development Program, the investors have been pre-approved for financing through a primary lender.

Following the meeting with *Johnnie Byrd Brewing Co.*, the Review Committee discussed and took action on the request by *Johnnie Byrd Brewing Co.* for an LB840 RLF Loan of \$40,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Johnnie Byrd Brewing Co.*:

- approval of the loan request for \$40,000;
- a loan repayment period to match the primary lender;
- and, an interest rate to be set at one half the rate set by the primary lender.

Please convey these recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Luke Virgil".

Luke Virgil
Executive Director

APPLICATION FOR WAYNE AREA ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

WAEDRLF Application
No.

Date Received

12/05/2019

2019

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

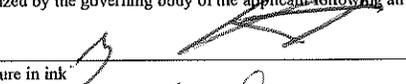
1. APPLICANT IDENTIFICATION			2. PERSON PREPARING APPLICATION		
Applicant Name	Johnnie Byrd Brewing Co.		Name/Business	Greg Ptacek	
Mailing Address	121 N. Pearl St. Wayne, NE		Address	1001 W. 2nd St, Wayne, NE	
	Wayne	NE	Wayne	NE	68787
	(City)	(State)	(City)	(State)	(Zip)
Telephone Number	402-833-1522		Telephone Number	402-833-1522	
Fax Number	81-5330337		Federal Tax ID # / SS#		
Federal Tax ID Number			Email Address		
Email Address	greg@johnniebyrdbeer.com				
3. OWNERSHIP TYPE			5. FUNDING SOURCES		
<input type="checkbox"/> Minority	<input type="checkbox"/> Disabled		WAEDRLF Funds Requested	\$ 40000	
<input type="checkbox"/> Female	<input type="checkbox"/> Other		Matching Funds	\$ 87,000	
4. APPLICATION TYPE			Other Funds	\$	
<input checked="" type="checkbox"/> Individual			Total Project Funds	\$ 127,000	
<input type="checkbox"/> Joint (List other applicants in box #6)			<i>(Round amounts to the nearest hundred dollars.)</i>		

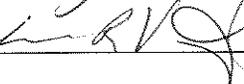
6. PROGRAM SUMMARY: Brief narrative description of the project for which funds are requested

Purchase of 121 N. Pearl St. for \$110,000 and \$17,000 for minor interior remodel, \$40,000 from LB840 funds + \$87,000 from private capital

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WAEDRLF funds.

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the applicant following an official public hearing. This applicant will comply with all Federal and state requirements governing the use of CDBG funds.

Signature in ink:  Greg Ptacek, President 12/5/19
 Typed Name and Title Date Signed

Attest:  Lucas R. Virgil, Executive Director, WAED 12/05/2019
 Typed Name and Title Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:

Wayne Area Economic Development
 Revolving Loan Fund
 108 West 3rd Street
 Wayne, NE 68787
 Phone (402) 375-2240; Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Activity Code	WAEDRLF Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
0010 Acquisition	34,639	75,361		110,000	
0070 Public Fac. & Improvements					
0230 Streets					
0250 Storm Sewers					
0270 Sanitary Sewers					
0290 Sewage Treatment					
0310 Water Source/Well					
0330 Water Distribution					
0350 Water Storage					
0370 Flood & Drainage Facilities					
0690 Fixed Assets / Land and Building					
0730 Working Capital					
0750 Fixed Assets / Machinery & Equipment					
0770 Fixed Assets / Leaseholds Improvements	5,361	11,639		17,000	
0791 Microenterprise					
0792 Business Incubators					
0793 Information Technology					
0797 Productivity Enhancement					
0798 Commercial / Retail / Service					
0690 Speculative Building					
0710 Job Training					
0180 Total Non-administration					
0181 General Administration					
1000 TOTAL PROGRAM COSTS	4,000	87,000		127,000	

APPLICANT CERTIFICATIONS

- a. All information in this application and the exhibits are true and complete; at least 51 percent of the jobs created or retained will be available to or held by lower income persons; all employment recruitment activities will be conducted within all Federal, State and Local laws.
- b. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WAEDRLF program requirements. No project costs have been incurred by this company which have not been approved in writing by Wayne Area Economic Development.

c. I have received a copy of the Wayne Area Economic Development Revolving Loan Fund Guidelines and agree to the terms therein.

If benefiting business is a proprietorship or partnership, sign below:

By: _____ Date: _____

If benefiting business is a Corporation, sign below:

By: _____ Date: 12/5/14

		President	12/5/19
Attest	Lucas R. Virgil,	Executive Director, WAED	12/05/2019

PART III. PROJECT DESCRIPTION AND IMPACT

Refer to the requirements for submitting applications, including Section 2.2 required information from all applicants and Section 2.5, required application conditions, and supporting exhibits as required. On separate sheets of paper, provide the required information and enclose with this application form.

Submit the original and one copy of the application form and all application materials.
DO NOT BIND, FOLD, OR STAPLE

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: December 3, 2019

TO: Mayor Giese
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on December 2, 2019 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

Public Hearing: Amending the Zoning Text, Section 152.139 Parking Regulations, Specifically Section (F) Design Standards (6) Schedule of Minimum Off-Street Parking and Loading Requirements; Applicant: Wayne Rentals LLC / Tom Jacobsen

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Giese and seconded by Commissioner Schultz to approve and forward a recommendation of approval to the City Council to amend the zoning text, Section 152.139 Parking Regulations, specifically Section (F) Design Standards (6) Schedule of Minimum Off-Street Parking and Loading Requirements to revert the parking requirement for R-5 Residential back to one parking space per sleeping room, with the findings of fact being staff's recommendation. Vice-Chair Sorenson state the motion and second; all were in favor, motion carried.

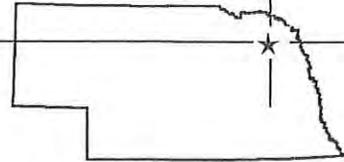
JJH:cb

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR AMENDING ZONING TEXT

Applicant Wayne Rentals, LLC / Tom Jacobsen Date 11-8-19

Section of Ordinance to be Amended 152.139 (F)(6) - Residential Structures
Multiple family + townhouse.

Reason for Amending Text _____
See attached


Applicant's Signature

Application Process:

1. An application requesting the amendment of the zoning ordinance and the reason for such amendment.
2. An application fee must be included with the request – current fee is \$200, which would cover the Planning Commission public hearing and the City Council public hearing.
3. Request for amendment of zoning language will be placed on the agenda of the Planning Commission for their next available meeting date and then a recommendation of approval or denial forwarded onto the City Council for their approval or denial of the same.

Public Hearing by: Planning Commission 12-2-2019 City Council 12-17-19

Request Approved / Denied by Planning Commission _____

Request Approved / Denied by City Council _____

Date Fee Paid: _____



Home of Wayne State College



Equal Housing Opportunity

The existing college housing units on 13th Street owned by applicant are zoned R5 and provide for one parking space per sleeping room. The recent change in the regulations added an additional parking space per dwelling unit.

This change becomes a significant impact in deciding whether to move forward in building more housing units in the R5 zoning district while striving to keep rents affordable.

Applicant seeks reverting to one parking space per sleeping room in properties zoned R5.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines.

ORDINANCE NO. 2019-19

AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING (SUPPLEMENTARY DISTRICT REGULATIONS), SECTION 152.139 PARKING REGULATIONS; 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, Chapter 152, Section 152.139 of the Wayne Municipal Code is hereby amended to read as follows:

§ 152.139 PARKING REGULATIONS.

(A) Parking, storage or use of recreational equipment.

(1) All recreational equipment shall be parked behind the building line except for a period not to exceed 72 consecutive hours for purposes of loading and unloading. The building line of a residential dwelling on a corner lot fronts the street that the dwelling is addressed to. No recreational equipment shall be used for living, sleeping or housekeeping purposes in excess of 30 days in a 60-day period when parked or stored on a residential lot or on any location not approved for such use.

(2) Council may consider granting a waiver upon individual application for recreational equipment in parking spaces existing prior to the passage and approval of this section and based upon the parking surface and the distance from the street in connection with traffic hazards.

(B) Minimum off-street parking and loading requirements.

(1) Off-street motor vehicle parking and loading space shall be provided on any lot, or the terrace adjacent to the lot, on which any of the indicated structures and uses are hereafter established. These requirements are thus only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as listed in the schedule of minimum off-street parking and loading requirements in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition. Such space, as defined in § 152.010 of this chapter, shall be provided with vehicular access to a street or an alley. A required loading space shall include a ten-foot by 50-foot space with a minimum of 14 feet of height clearance. The loading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Minimum off-street parking and loading requirements, which shall be applicable in all zoning districts to the structures and uses indicated, shall be set forth in the following schedule of minimum off-street parking and loading requirements. If minimum off-street parking required in the schedule cannot be reasonably provided on the same lot, or the terrace adjacent to the lot, on which the principal

structure or use is conducted in the opinion of the Board of Adjustment, the Board may permit such space to be provided on other off-street property, provided that such space lies within 400 feet of the entrance to such principal structure or use. Non-residential uses in the B-2 District shall be exempt from these parking and loading requirements.

(2) For purposes of this division, terrace parking shall be considered off-street parking.

(3) Any corner lot located in a residential zoning district shall only use the terrace adjacent to one of the lot's front yards for terrace parking. Terrace parking constructed before May 1, 2013 or designed through a building permit approved by May 1, 2013 shall be exempt from this restriction on a corner lot.

(4) Shared Parking. In meeting the requirements of the Schedule of minimum off-street parking and loading requirements, adjacent land uses, lots or sites, as well as uses on the same property may share parking under the following conditions and standards:

a) All landowners participating in the shared parking shall execute the necessary cross-access easements which shall exist for the duration of the grantee's use to facilitate shared parking and record all documents for the easements with the County unless the uses are on the same property under common ownership.

b) A written agreement for the joint use of parking facilities shall be executed by the parties and approved by the City unless the uses are on the same property under common ownership.

c) All shared parking spaces shall be within a reasonable proximity of the main entrance of any building sharing the parking and provide direct pedestrian access to the entrance either by way of pedestrian alleys and passes, or by way of public sidewalks in the streetscape. In general, locations greater than 600' shall not qualify unless exceptional circumstances justify.

d) Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different categories of uses (Retail or Service, Employment, Civic, or Residential) are participating in the sharing agreement and are likely to generate distinctly different times of peak parking demand. The following table is a base guide for shared parking. Each use should provide a percentage of parking required by these regulations according to the Shared Parking Schedule below. Whichever time period requires the highest total parking spaces among the various uses should be the amount of parking provided subject to the shared parking agreement. Alternative parking allocations may be approved by the City Council based on industry data or other sufficient evidence and analysis of peak parking demands for specific uses.

c) Parking or driveway surface shall have the curb ground or sawed out the entire parking or drive-way width. Exception: when proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.

d) Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be a nine-foot by 20-foot rectangle.

e) Terrace parking shall not interfere with the intersection site triangle of this code.

f) Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.

g) Terrace parking and driveway surfaces shall be excavated a minimum of four inches deeper than the surrounding terrain or unpaved surface.

h) Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of 12 inches wide the entire width of the parking surface or driveway.

i) Parking or driveway surfaces shall be placed on a minimum of two inches of compacted sand or gravel material.

j) Proposed parking or driveway surface property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

(2) *Interior of the lot.*

a) Parking or drive surfaces interior of the property shall be material other than dirt, grass or weeds, as identified below:

1. Concrete;
2. Asphalt;
3. Bricks;
4. Concrete pavers;
5. Aggregate (but not pea gravel, road gravel, sand or other aggregates symmetrical or round in nature less than one and one-half inches in diameter);
6. Fractured concrete; and
7. Cinders.

b) All of the above materials (except divisions (C)(2)(a) and (C)(2)(b) above) shall be contained within a suitable barrier of sufficient height (e.g., landscape timber, railroad ties, landscaping blocks, lumber, but excluding tires) that retain the material, and shall conform to the abutting surface topography, sufficiently anchored to resist movement, and must retain the parking surface material from spreading into the street, alleys or abutting vegetative areas.

c) No weeds, grass or other vegetation shall be allowed within the defined area of parking or driveway surfaces.

d) Entire parking or driveway surface shall be evenly surfaced or covered so that at no time is the underlying dirt visible.

(D) *Asphalt, concrete.* Any new single family type residential dwellings built after 6-15-2006 shall have all driveway areas and parking areas constructed of asphalt or concrete.

(E) *Curb ground, drive surface.* All driveway entries from the paved street shall have the curb ground or removed and a drive surface installed to the front property line.

(F) *Design standards for parking lots.*

(1) *Definitions.* For the purpose of this division (F), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PERMANENT PARKING SURFACES. Any of the four surfaces allowed in division (F)(4)(b) below.

(2) *Drainage.*

a) All permanent parking lots shall be designed to develop proper site drainage. Proper site drainage is required to dispose of all storm water that is accumulated on the site.

b) If a new permanent parking lot containing 6,000 square feet or more is located within 150 feet or reasonably accessible to a storm sewer or other drainageway, including open channels and creeks, but excluding gutters, the following standards shall apply:

1. The permanent parking lot must be graded and surfaced such that storm water runoff from the site is collected on the site by a parking lot drainage system and carried to an approved public storm sewer system, and not allowed to discharge through the driveway entrances and exits onto the public way. Proposed finish elevation of the parking lot must be indicated on appropriate plans; and

2. All parking lots shall be graded as to eliminate standing water on site to reduce or eliminate the silt run off from the lot onto the street or into the public storm water conveyance system. Non-permanent parking surfaces shall only be allowed that do not cause silt or other

debris to travel onto the street or into the public storm water conveyance system, providing that no vegetation growth occurs interior of parking surfaces (i.e., weeds or other volunteer growth).

(3) *Parking barriers.*

a) *Required.* Approved parking barriers must be provided around parking lots to prevent the parking of vehicles overhanging the sidewalk space, public alley or other public property and adjacent residential property. Approved barriers are also required as necessary to protect any required landscaping or landscape screen planting.

b) *Approved barriers.* Approved barriers include the following type of barriers. Other barriers may be approved, subject to the approval of the city:

1. Poured concrete curb, nominal six inches by six inches exposed;
2. Fence (minimum 30-inch height), wire fabric, solid wood, post and rail;
3. Masonry or concrete wall (minimum 30-inch height);
4. Guard rail;
5. Post and cable; and
6. Precast concrete barriers, firmly and permanently anchored.

c) *Location.* Barriers must be located to contain the parking within the approved parking lot. When a concrete curb is used as a barrier for perpendicular or angle parking, it must be offset at least two feet from the edge of the parking lot to allow for the front overhang of the vehicle. Other type barriers may be located at the edge of the parking lot.

(4) *Parking layout and markings.*

a) The developer shall submit to the city for review and approval, a detailed and accurately scaled parking lot layout, clearly showing the location of parking spaces and aisles, all conforming to city standards. Upon construction of the parking lot, the parking spaces must be marked on the parking lot surface according to city standards to the extent that those spaces are required in connection with a development. Spaces not required for a development need not be marked, or may be marked to lesser standards. Handicapped parking stalls required by state statutes shall be designed and signed per ADA standards.

b) All permanent parking lots shall be surfaced with one of the following minimum cross sections:

1. Five inches of Class A portland cement concrete;
2. Six inches of asphaltic concrete;

3. Four inches of aggregate (i.e., crushed rock, crushed concrete, slag or other material that cannot be displaced or easily moved by storm water run-off); and

4. Paving bricks or blocks, subject to approval of the city.

(5) *Surfacing.* The non-permanent parking lot may be surfaced as approved by the city, and shall be maintained in a dust free condition. It should be noted that the above alternatives are designed only to serve as minimum standards. In situations where moderate to heavy truck loads are anticipated, the structural load capacity of the surfacing should be analyzed and designed accordingly. In such instances, a thicker or reinforced section may be desirable.

(6) *Schedule of minimum off-street parking and loading requirements.*

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Bed and breakfast guest home	1 space per rental guest room	None
Bowling alleys	4 spaces per alley	1 space per establishment
Child care centers	1 space per employee plus 1 space per each 10 persons of licensed capacity	1 space per 10 children
Churches, synagogues and temples	1 space per 4 seats in main unit of worship	None required
Eating and drinking places	Parking spaces equal to 30% of capacity in persons	1 space per establishment
Education uses	Parking spaces equal to 40% of capacity in students	2 spaces per structure
Education uses, nursery and primary	Parking spaces equal to 20% of capacity in students	2 spaces per structure
Funeral homes and chapels	8 spaces per reposing room	1 space per establishment
Hospitals	1 space per 2 beds	2 spaces per establishment
Hotels & Motels	1 space per rental unit	1 space per establishment
Industrial uses	1 space per 2 employees on largest shift	2 spaces per establishment
Libraries	1 space per 500 square feet floor area	1 space per structure
Medical clinics	5 spaces per staff, doctor or dentist	None required
Mobile home park	2 spaces per dwelling unit	None required
	1 space per 500 square feet floor	

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Private clubs and lodges	area	1 space per establishment
Residential structures (multiple family and townhouse)	1 space per sleeping room, plus 1 space per dwelling unit	None required
Residential structures (single-family and two-family)	2 spaces per dwelling unit	None required
Retail sales establishment	1 space per 250 square feet sales floor area	1 space per establishment
Roadside stands	4 spaces per establishment	None required
Sanitariums, rest home service, convalescent	1 space per 3 beds, plus 1 space per employee	1 space per establishment
Service establishment	1 space per 350 square feet gross floor area	None required
Theaters, auditoriums, places of assembly	1 space per 5 people in design capacity	1 space per establishment
Veterinary establishment	3 spaces per staff doctor	None required
Wholesale and distribution operations	1 space per 2 employees on largest shift	1 space for every 10,000 s.f. gross floor area with a maximum of 2 spaces

(2002 Code, § 90-710) (Ord. 93-11, passed 9-28-1993; Ord. 2001-19, passed 11-27-2001; Ord. 2002-17, passed 12-17-2002; Ord. 2006-10, passed 9-12-2006; Ord. 2007-26, passed 1-15-2008; Ord. 2009-17, passed 7-21-2009; Ord. 2012-60, passed 12-18-2012; Ord. 2013-11, passed 2-19-2013; Ord. 2013-29, passed 6-18-2013; Ord. 2014-37, passed 12-16-2014; Ord. 2017-22, passed 8-1-17).

Section 2. That the Planning Commission held a public hearing on December 2, 2019, regarding this matter, and have recommended approval thereof subject to the following “Finding of Fact:” Staff’s recommendation.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting in pamphlet form as required by law.

PASSED AND APPROVED this _____ day of _____, 20__.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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 and 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 17th day of December, 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 17th day of December, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



RESOLUTION NO. 2019-74

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “SENIOR CENTER FREEZER/PANTRY STORAGE ADDITION PROJECT,” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans and specifications and estimate of cost of \$ _____, as prepared by the City’s Engineer and Architect filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 17th day of December, 2019.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk



December 13, 2019

City of Wayne
Mr. Wes Blecke, City Administrator
306 Pearl Street
Wayne, NE 68787

RE: Wayne Senior Center
Wayne, NE
JEO Project No. 191782

Dear Mr. Blecke:

We will be submitting plans and specification on the above referenced project at the next council meeting. We request this be considered at that meeting for authorization to advertise and receive bids.

Our opinion of cost for the project is \$50,000 based on adding the bonding requirements to the project which are an addition to the previous requirements. This project assumes the city is still hiring others to provide and install the walk-in cooler. It is separate from this contract.

We propose to advertise December 26, January 2, and January 9 and receive bids on January 15 for award on January 21, 2020. Please advise if acceptable.

Sincerely,

A handwritten signature in blue ink that reads "Roger S. Protzman".

Roger S. Protzman, PE
Sr. Project Engineer

RESOLUTION NO. 2019-75

**A RESOLUTION APPROVING POLE USE AGREEMENT BETWEEN
THE CITY OF WAYNE AND WAYNET, LLC.**

WHEREAS, the Wayne City Council is desirous of entering into a "Pole Use Agreement" with BNT, LLC to use the City's utility poles to make attachments of their fiber transmission lines; and

WHEREAS, staff recommendation is to approve said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Pole Use Agreement" between the City of Wayne and BNT, LLC, which is attached hereto, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 17th day of December, 2019.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

POLE USE AGREEMENT

THIS POLE USE AGREEMENT (the "Agreement") is made and entered into this ____ day of December, 2019, by and between the City of Wayne, Nebraska (hereinafter designated as "Licensor") and WayneNet, LLC (hereinafter designated as "Licensee").

WITNESSETH

1. Attachment.

(a) Licensor, for and in consideration of payment of the sum set forth in Paragraph 1(b), herein below, and the covenants hereinafter made by the Licensee, does hereby license the nonexclusive use to Licensee of the following described premises in the City of Wayne, State of Nebraska:

All utility poles owned by Licensor and utility poles owned by third parties to which Licensor is authorized to permit Licensee to make attachment of fiber transmission lines. Licensee shall be permitted to attach messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's system.

(b) Licensee shall pay to Licensor a pole attachment fee calculated as follows:

<u>Period</u>	<u>Rental Fee</u>
December 1, 2019 to November 30, 2023	\$11.00 per pole per year (payable in arrears in quarterly installments)
December 1, 2023 to November 30, 2027	\$12.00 per pole per year (payable arrears in quarterly installments)
December 1, 2027 to End of Lease	Amount to be negotiated

2. Term. The term of this Agreement shall commence on the date hereof and shall terminate on the date the applicable franchise granted by Licensor to Licensee to operate and maintain a community cable television system shall terminate.

3. Specifications. Attachments shall at all times be in conformity with accepted modern methods and shall at all times conform to the requirements of the National Electrical Safety Code, 2017 Edition and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

4. Termination. Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party.

5. Pole Placement, Replacement, and Modification. In the event any pole, as currently constructed, to which Licensee desires to make attachments, is unable to support or accommodate said attachments, Licensor will notify Licensee of the necessary work required to accommodate Licensee's attachments, and associated costs. If Licensee elects to go forward with the necessary changes, Licensee

shall pay to Licensor, and any currently existing Licensees, the actual cost of the required work. Work shall be performed by Licensor or Licensor's agents, employees, or contractors. Licensee shall reimburse Licensor for the cost of said work, and Licensor may, at its discretion, require advance payment for the same. If Licensor intends to replace, repair, or modify a pole for any reason, Licensor shall notify Licensee of its intent. Licensee shall be solely responsible for the cost of relocating, removing, reinstalling, or any other costs association with Licensee's attachments.

6. Assignment. Licensee may assign this Agreement, upon written notice to Licensor, to any party to which the City has consented.

7. Liability. Licensor reserves to itself the right to maintain and operate its poles in such manner as will best enable it to fulfill its service requirements. Licensee enters into this contract at its own risk. Licensor shall exercise reasonable precaution to avoid damaging Licensee's communication facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents, or contractors.

8. Indemnification. Licensee, and any agent, contractor or subcontractor of Licensee, shall defend, indemnify, and hold harmless Licensor and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments, and expenses arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents or contractors, of Licensee's Communications Facilities, except to the extent of the District's negligence of willful misconduct giving rise to such covered claims.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective executors, administrators, heirs, legatees, successors and assigns.

10. Laws. This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

11. Amendment. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing duly executed by the parties hereto.

IN WITNESS THEREOF, the parties hereto have hereunto set their hand the day and year first above written.

WITNESSES:

LICENSOR:
CITY OF WAYNE, NEBRASKA

By: _____
Cale Giese, Mayor

LICENSEE:
WAYNENET, LLC

By: _____

RESOLUTION NO. 2019-76

A RESOLUTION REAFFIRMING ICMA-RC DEFERRED COMPENSATION RETIREMENT SAVINGS PLAN AND ADOPTING ICMA-RC ADMINISTRATIVE SERVICES AGREEMENT.

WHEREAS, the City Council approved by Resolution the use of the ICMA-Retirement Corporation deferred compensation retirement savings plan for select employees at their meeting of December 30, 1974; and

WHEREAS, the City Council has required the ICMA-RC plan as the retirement savings plan for the City Administrator since 1974; and

WHEREAS, the ICMA-RC plan was extended to select Department Heads in 1986; and

WHEREAS, the ICMA-RC plan was extended to all regular full-time employees as the retirement savings plan to which the City would provide matching contributions for general service employees, excluding police officers, in 1995; and

WHEREAS, the ICMA-RC plan was amended by way of Resolution 2004-23 to adopt a Section 401(a) Money Purchase Plan; and

WHEREAS, the ICMA-RC plan was amended by way of Resolution 2012-88 to adopt Individual Retirement Accounts for all regular full-time employees; and

WHEREAS, ICMA-RC is requesting that an Administrative Services Agreement with a proposed four-year term be adopted for said plans.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, as follows: The ICMA-RC deferred compensation plan is hereby re-affirmed as the retirement savings plan for eligible employees who shall be in regular full-time status, or regular part-time status working 29 hours or more per week, pursuant to the Wayne Personnel Manual for the Employees' contribution.

BE IT FURTHER RESOLVED, that the City Administrator or his/her designee, on behalf of the City of Wayne, shall execute all deferred compensation, money purchase plan agreements, and individual retirement accounts with said employees and other eligible officials and officers which are necessary for said persons to participate in the ICMA-RC plan.

PASSED AND APPROVED this 17th day of December, 2019.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ADMINISTRATIVE SERVICES AGREEMENT

Between

ICMA Retirement Corporation

and

City of Wayne

Type: 401

Account #: 107673, 108620

Type: 457

Account #: 300321

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”), made as of the day of , 20____ between the International City Management Association Retirement Corporation (“ICMA-RC”), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the City of Wayne (“Employer”), a city organized and existing under the laws of the State of Nebraska with an office at 306 Pearl Street, Wayne, Nebraska 68787.

RECITALS

Employer acts as public plan sponsor of a retirement plan (“Plan”), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

ICMA-RC, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

ICMA-RC has designed, and VantageTrust offers, a series of separate funds (the “Funds”) for the investment of plan assets as referenced in VantageTrust’s principal disclosure documents, the VantageTrust Disclosure Memorandum and the Funds’ Fact Sheets (together, “VT Disclosures”); and

ICMA-RC provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby appoints ICMA-RC as Administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by ICMA-RC shall be those set forth in Exhibit A to this Agreement.

2. Adoption of Trust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the VT Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Employer Duty to Furnish Information

Employer agrees to furnish to ICMA-RC on a timely basis such information as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify ICMA-RC in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the online EZLink employer contact options. ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide reports, statements and account information to the Employer through EZLink, the online plan administrative tool.

Employer is required to send in contributions through EZLink, the online plan administration tool provided by ICMA-RC. Alternative electronic methods may be allowed but must be approved by ICMA-RC for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to ICMA-RC through our electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to ICMA-RC timely fund investment updates for disclosure to Plan participants. Such updates may be provided to ICMA-RC through the Employer's investment consultant or other designated representative.

4. ICMA-RC Representations and Warranties

ICMA-RC represents and warrants to Employer that:

- (a) ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for ICMA-RC, or its wholly owned subsidiary, to serve in that capacity.
- (b) ICMA-RC is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) ICMA-RC shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that ICMA-RC shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs ICMA-RC to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, ICMA-RC shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in ICMA-RC's standard plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.
- (c)(ii) ICMA-RC shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, ICMA-RC shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs ICMA-RC to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. ICMA-RC shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state

requirements regarding plan administration unless Employer notifies ICMA-RC of any such local or state requirements.

5. Employer Representations and Warranties

Employer represents and warrants to ICMA-RC that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that ICMA-RC's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, ICMA-RC does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. ICMA-RC does not perform any service under this Agreement that might cause ICMA-RC to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that ICMA-RC provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.
- (c) Employer acknowledges and agrees that ICMA-RC does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the VT Retirement Income Advantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the VT Disclosures and that it has read the information therein concerning the VT Retirement Income Advantage Fund.
- (d) Employer acknowledges that certain such services to be performed by ICMA-RC under this Agreement may be performed by an affiliate or agent of ICMA-RC pursuant to one or more other contractual arrangements or relationships, and that ICMA-RC reserves the right to

change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.

- (e) Employer acknowledges that it has received ICMA-RC's Fee Disclosure Statement, prepared in substantial conformance with ERISA regulations regarding the disclosure of fees to plan sponsors.
- (f) Employer approves the use of its Plan in ICMA-RC external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

6. Participation in Certain Proceedings

The Employer hereby authorizes ICMA-RC to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

7. Compensation and Payment

- (a) ICMA-RC's compensation under this Agreement shall be as set forth in subsection (b) below.
- (b) **Compensation for Management Services to VantageTrust, Compensation for Advisory and other Services to the VT III Vantagepoint Funds and Payments from Third-Party Mutual Funds.** Employer acknowledges that ICMA-RC, or its wholly owned subsidiary, receives fees from VantageTrust for investment advisory services and plan and participant services furnished to VantageTrust. Employer further acknowledges that ICMA-RC, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the VT III Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a VantageTrust Fund that invests substantially all of its assets in a third-party mutual fund not affiliated with ICMA-RC, ICMA-RC or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the VT Disclosures and ICMA-RC's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, ICMA-RC receives administrative fees from its third party mutual fund settlement and clearing agent for

providing administrative and other services based on assets invested in third party mutual funds; such administrative fees come from payments made by third party mutual funds to the settlement and clearing agent.

- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the VT Disclosures.
- (d) **Payment Procedures.** All payments to ICMA-RC pursuant to this Section 7 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by ICMA-RC shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 7 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 7 are contingent upon the Employer's use of ICMA-RC's EZLink system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 7 is also based on the assets of the Plan being invested in R5 shares of VantageTrust.

The compensation and payment in this Section 7 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 – Effective April
- Agreement received by May 20 – Effective July
- Agreement received by August 20 – Effective October
- Agreement received by December 20 – Effective February

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet ICMA-RC's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

8. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC may return it to Employer with proper instructions.

9. Indemnification

ICMA-RC shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than ICMA-RC in connection with the administration or operation of the Plan. Employer shall indemnify ICMA-RC against, and hold ICMA-RC harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against ICMA-RC by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from ICMA-RC's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend four (4) years from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the Vantagepoint PLUS Fund, offered by VantageTrust, as an investment option in its investment line-up), ICMA-RC retains full discretion to release Plan assets invested in the Vantagepoint PLUS Fund in an orderly manner over a period of up to 12 months from the date ICMA-RC receives written notification from the Employer that it has made a final and binding selection of a replacement for ICMA-RC as administrator of the Plan (or a replacement investment option for the Vantagepoint PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) ICMA-RC may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies ICMA-RC in writing that it objects to such modification.

- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

ICMA-RC: Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240

Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

CITY OF WAYNE

By _____
Signature/Date

By _____
Name and Title (Please Print)

INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION

By  _____
Erica McFarquhar
Assistant Secretary

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Electronically to PlanAdoptionServices@icmarc.org, or
- (b) In paper form to ICMA-RC
ATTN: PLAN ADOPTION SERVICES
777 North Capitol Street NE
Suite 600
Washington DC 20002-4240

Exhibit A

Administrative Services

The administrative services to be performed by ICMA-RC under this Agreement shall be as follows:

- (a) Participant enrollment services, including providing a welcome package and enrollment kit containing instructions and notices necessary to implement the Plan's administration. Employees will enroll online or through a paper form. Employer can also enroll employees through EZLink.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom ICMA-RC receives appropriate enrollment instructions. ICMA-RC is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to ICMA-RC through Account Access or EZLink), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through EZLink. Participants will have access to account information through Investor Services, Voice Response System, Account Access, and Text Access, and through quarterly statements that can be delivered electronically through Account Access or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Investor Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or ICMA-RC are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to ICMA-RC's web site, to allow participants to access certain account information and initiate certain plan transactions at any time. Account access is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software

and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.

- (k) Making available access to ICMA-RC's plan sponsor EZLink web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. EZLink is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through Account Access or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through Account Access.
- (o) Guided Pathways Advisory Services – ICMA-RC's participant advice service, "Fund Advice", and asset allocation service, "Asset Class Guidance" may be made available through a third-party vendor on the terms specified on ICMA-RC's website.
- (p) ICMA-RC will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

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December 17, 2019

Jenny B. Mason, CCCFF Coordinator
Nebraska Department of Economic Development
301 Centennial Mall South
PO Box 94666
Lincoln, NE 68509-4666

RE: Letter of Intent for the City of Wayne CCCFF Planning grant application

Dear Ms. Mason:

This letter is official notice to the Department of Economic Development that the City of Wayne intends to apply for an award through the Community and Civic Center Financing Fund program. The City is in the process of completing the application for the 2020 program year.

City staff is working with Jan Merrill with Northeast Nebraska Economic Development District on a planning application for a Civic Center project. The estimated total project budget is \$20,000. The City has reviewed the grant maximum schedule and will apply for \$10,000. The City is aware that, if awarded, CCCFF monies cannot account for more than fifty percent of total project costs and has a general accounting system in place to track project costs.

The City's local contact for this application is Wes Blecke, City Administrator, 402-375-1733, wblecke@cityofwayne.org, City of Wayne, 306 Pearl Street, Wayne, NE 68787.

Sincerely,

Cale Giese, Mayor
City of Wayne

306 Pearl Street
Wayne, NE 68787
402.375.1733
cityofwayne.org

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