

**AGENDA
CITY COUNCIL MEETING
February 4, 2020**

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 – January 21, 2020](#)

4. [Approval of Claims](#)

5. [Ordinance 2020-1: Amending Wayne Municipal Code Title VII Traffic Code, Chapter 78 Parking, Section 78-126 Prohibited Parking; Northeast Quadrant of the City – Second Reading](#)

Background: This ordinance includes the amendment to prohibit parking on both sides of Summerfield Drive and Industrial Drive.

6. [Resolution 2020-4: Identifying City of Wayne Goals](#)

Background: This Resolution outlines the current year goals and future goals brought forth from the mini-retreats that have taken place over the past year. Council may add, delete or move the goals from current to future or future to current, at their discretion, at meeting time.

7. [Resolution 2020-5: Approving a Consultant Agreement between the City and Northeast Nebraska Economic Development District for Construction Management Services relating to Community Development Block Grant 19-PW-017](#)

Background: This agreement with Northeast Nebraska Economic Development is for construction management services relating to CDBG 19-PW-017. This is for the grant the City was awarded (up to \$435,000) to be used for infrastructure improvements to the following areas: Pine Heights Road between 9th and 10th Street, and approximately 300 feet west and 125 feet east on 10th Street and 75 feet north on Lilac Lane from the intersection of Pine Heights, Lilac Lane and 10th Street. The fees for said construction management services shall not exceed \$10,000.

8. [Action on the Mayoral appointment of Galen Wiser to the Wayne Public Housing Authority – Villa Wayne Board of Commissioners \(replaces Pat Gross whose term would have expired June 30, 2022\)](#)

9. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
January 21, 2020**

The Wayne City Council met in regular session at City Hall on Tuesday, January 21, 2020, 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 Spicker, Terri Buck, Jon Haase, Jennifer Sievers, Chris Woehler, Jason Karsky and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Matt Eischeid.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 9, 2020, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Brodersen made a motion to approve the minutes of the meetings of January 7, 2020 and January 15, 2020, and to waive the reading thereof.

Councilmember Woehler stated he had met with City Clerk McGuire in regard to amending the January 7, 2020, minutes.

City Clerk McGuire had prepared verbatim excerpts of the minutes regarding those portions thereof that were being questioned, as well as what was in the minutes as presented, and proposed amendments to the minutes for Council review.

After discussion, Councilmember Sievers seconded the motion.

It was noted that the motion on the table was to approve the minutes as presented. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Woehler who voted Nay and Councilmember Eischeid 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: AMERICAN UNDERGROUND SUPPLY, SU, 345.80; APPEARA, SE, 48.50; APX, INC, SE, 21.40; BAIRD HOLM LLP, SE, 272.74; BIG RIVERS ELECTRIC CORPORATION, SE, 173661.80; BLUE CROSS BLUE SHIELD, SE, 50267.01; BORDER STATES INDUSTRIES, SU, 111.02; BSN SPORTS, SU, 2757.29; CITY EMPLOYEE, RE, 18.20; CITY EMPLOYEE, RE, 504.78; CITY EMPLOYEE, RE, 11.47; CITY EMPLOYEE, RE, 97.75; CITY EMPLOYEE, RE, 12.01; CITY EMPLOYEE, RE, 132.66; CITY EMPLOYEE, RE, 460.56; CITY OF WAYNE, PY, 448.36; CITY OF WAYNE, PY, 517.16; CITY OF WAYNE, RE, 2147.57; CITY OF WAYNE, RE, 1397.51; COLONIAL RESEARCH, SE, 17.70; COTTONWOOD WIND PROJECT, SE, 12564.92; DANLADI, PHIMWANALA, SE, 90.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; DEARBORN LIFE INSURANCE, SE, 2446.57; ECHO GROUP, SU, 9.42; EMPLOYERS MUTUAL CASUALTY, SE, 681.70; EVETOVICH, MARK, SE, 90.00; FEHRER, LAURA, RE, 75.00; FIRST CONCORD GROUP, SE, 156.00; FLOOR MAINTENANCE, SU, 299.80; GROSSENBURG IMPLEMENT, SU, 194.74; HEARTLAND FIRE PROTECTION, SU, 111.00; HILAND DAIRY, SE, 128.78; ICMA, SE, 7676.18; IMPACT SPECIALTIES, SU, 697.50; IOWA PUMP WORKS, SU, 679.27; JACK'S UNIFORMS, SU, 17.90; JOHNNIE BYRD BREWING, RE, 40000.00; MAIN STREET GARAGE, SE, 100.00; MATHESON-LINWELD, SU, 33.51; MATT PARROTT, SU, 32.50; MIDWEST LABORATORIES, SE, 177.00; MUNICIPAL SUPPLY, SU, 679.40; N.E. NEB CLERKS ASSOCIATION, FE, 20.00; NE AIR FILTER, SU, 100.47; NPPD, SE, 29208.61; PITNEY BOWES, SE, 253.85; PROGRESSIVE PROPERTIES, RE, 3780.73; PROGRESSIVE PROPERTIES, RE, 1185.75; PROGRESSIVE PROPERTIES, RE, 3283.42; QUALITY FOOD CENTER, SE, 304.89; RETAIL RECLAIMERS, RE, 200000.00; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1220.00; STAPLES, SU, 483.64; TOM'S BODY & PAINT SHOP, SE, 4897.47; TYLER TECHNOLOGIES, SE, 1572.50; WAYNE AUTO PARTS, SU, 1056.62; WAYNE HERALD, SE, 366.00; WAYNE RENTALS, RE, 23073.77; WAYNE VETERINARY CLINIC, SE, 364.00; WESTERN RIDGE III, RE, 3939.45; WISNER WEST, SU, 32.85; COUNCIL APPROVAL 1-15-20: KAY CONTRACTING, SE, 18926.40; ACES, SE, 928.29; AMERICAN UNDERGROUND SUPPLY, SE, 13.31; AMERITAS, SE, 93.59; AMERITAS, SE, 2941.36; AMERITAS, SE, 72.00; AMERITAS, SE, 108.81; APPEARA, SE, 60.07; BLUE 360 MEDIA, SU, 430.44; CITY EMPLOYEE, RE, 150.00; CITY OF WAYNE, PY, 75881.85; CORE & MAIN, SU, 5817.06; DANLADI, PHIMWANALA, SE, 120.00; EVETOVICH, MARK, SE, 120.00; FAITH REGIONAL PHYSICIAN SERV, SE, 199.00; FLOOR MAINTENANCE, SU, 1869.12; HILAND DAIRY, SE, 84.07; IRS, TX, 3005.26; IRS, TX, 9688.32; IRS, TX, 12849.94; LUNA'S MEXICAN FOOD, SE, 267.50; MAIN STREET GARAGE, SE, 130.00; MARCO TECHNOLOGIES, SE, 182.96; NE DEPT OF REVENUE, TX, 4085.33; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 909.00; NORFOLK DAILY NEWS, SE, 40.00; NORTHEAST POWER, SE, 19171.64; RIDLING, JOE, SE, 36.00; SIGNS BY TOMORROW, SU, 225.00; STAPLES, SU, 11.51; WATCHGUARD VIDEO, SU, 75.00; WAYNE COUNTY COURT, RE, 150.00; WESCO, SU, 224.70

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

Travis Meyer, representing the Wayne Airport Authority as newly elected President, gave an update/report of what has been taking place at the airport (airport runway project; flight simulator; flying club, etc.).

Casey Junck, Water Supervisor, gave a report on upcoming and current water projects (the need for a building addition to Well No. 7; mandated chlorinating through February; potential lead and copper sampling for schools and daycare facilities from information obtained at a conference, etc.).

Roger Protzman, representing JEO Consulting Group, Inc., was present and reviewed the scope of services and construction oversight services he was directed by Council to prepare for the "Transmission Water Main from North Well Field to City Limits Project." This additional oversight would increase the engineering services dollar amount by \$115,254, for a total of \$244,329. The existing agreement has very limited field observation work.

Council discussed the need to have these additional engineering services for the project. The original agreement allows JEO to be here twice a month. Construction progress meetings are monthly. In addition, there will be a pre-construction meeting. If JEO would be needed throughout the project, which is over and above the initial terms of the agreement, they are able to bill the City on an hourly basis.

BJ Woehler recommended hiring a full-time engineer.

Councilmember Karsky noted that they, the Council, requested this information from JEO Consulting Group. He did not like this number (\$115,254) being used as a basis for discussion about other engineers.

Mr. Protzman stated that as an engineer, he would like an agreement so that there is an understanding between the parties.

After discussion, said Resolution No. 2020-2 died for lack of a motion.

Roger Protzman, representing JEO Consulting Group, Inc., advised the Council that the City received two bids on January 16, 2020, for the “Wayne Senior Center – Room and Walk-In Freezer Addition Project.” The bids were from Sioux Contractors, Inc., Sioux City, for \$47,800 and Otte Construction, Wayne, for \$55,300. Mr. Protzman’s opinion of cost for the project was \$50,000. After review of the bids and the reference lists, his recommendation is to award the contract to the low bidder, Sioux Contractors, Inc., for \$47,800, which is below the opinion of cost for said project. Start date is February 17, 2020; substantial completion date is May 15, 2020.

Councilmember Sievers introduced Resolution 2020-3, and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2020-3

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “WAYNE SENIOR CENTER – ROOM AND WALK-IN FREEZER ADDITION PROJECT” FOR THE CITY OF WAYNE, NEBRASKA.

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

Councilmember Sievers introduced Ordinance 2019-19, and moved for approval of the third and final reading thereof; Councilmember Woehler seconded.

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.

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

Joel Hansen, Street and Planning Director, advised the Council that he had received a call from a Councilmember asking about parking restrictions in the industrial area. Mr. Hansen noted there is a fair amount of truck traffic on this street, and it is almost impossible to get a large vehicle through when vehicles are parked on both sides. The ordinance has been written to prohibit parking on one side of the street for safety purposes.

Discussion took place on whether or not there should be no parking on both sides of the street.

Councilmember Spieker introduced Ordinance 2020-1, and moved for approval thereof, with the amendment being that there be no parking allowed on either side of Summerfield Drive and then amended the same to also include Industrial Drive; Councilmember Sievers seconded both the first and then the second amendment.

ORDINANCE NO. 2020-1

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 78 PARKING, SECTION 78-126 PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:43 p.m.



Vendor	Payable Description	Payment Total
ALTEC INDUSTRIES, INC.	SAFETY GLASSES	195.13
AMAZON.COM, LLC	DVD'S/GAMES/OFFICE SUPPLIES	865.55
AMERICAN UNDERGROUND SUPPLY, LLC	QUICK COUPLING	86.62
APPEARA	STREET MAT SERVICE	52.31
ARBOR DAY FOUNDATION	MEMBERSHIP DUES	100.00
ARDENT LIGHTING GROUP LLC	BASEBALL FIELD LIGHTS	103,333.34
BAKER & TAYLOR BOOKS	BOOKS	750.08
BATTERY SOLUTIONS, LLC	BATTERY BUCKET	219.90
BLACK HILLS ENERGY	GAS BILLS	1,542.55
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	48,081.49
BOMGAARS	TOOLS/BATTERIES/FASTENERS/PAINT	1,383.35
BORDER STATES INDUSTRIES, INC	LED BULBS	674.10
BROWN PLUMBING	WATER HEATER REPAIR	484.50
CARHART LUMBER COMPANY	BITS/PAINT	65.82
CARROT-TOP INDUSTRIES	FLAGPOLES/POLE KEY LOCK	2,117.87
CENTURYLINK	TELEPHONE CHARGES	421.95
CHARTWELLS DINING SERVICES	APPRECIATION DINNER	2,728.00
CITY EMPLOYEE	VISION REIMBURSEMENT	248.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	70.69
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	214.30
CITY EMPLOYEE	VISION REIMBURSEMENT	342.13
CITY EMPLOYEE	HEALTH REIMBURSEMENT	15.93
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	801.13
CITY OF WAYNE	UTILITY REFUNDS	228.07
CLARK EQUIPMENT COMPANY	SNOW BLADE	2,894.08
CUMMINS CENTRAL POWER, LLC	GENERATOR INSPECTION	1,444.56
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	141.54
DUTTON-LAINSON COMPANY	PHASE METERS	3,696.86
ECHO GROUP INC JESCO	THERMOSTAT COVER/BALLAST	394.60
ED M. FELD EQUIPMENT CO INC	FILTER/OIL/CAP SCREWS	120.10
EMBASSY SUITE	LODGING-PUBLIC WORKS CONFERENCE	1,245.08
EXHAUST PROS & LIGHTING REPAIR LLC	TOWING CHARGES	100.00
FLOOR MAINTENANCE	TOILET PAPER/TOWELS/LINERS/PLATES/FOIL/GLOVES	1,124.70
GALE/CENGAGE LEARNING	BOOKS	74.72
GEOCOMM INC	DISPATCH DESKTOP MAPPING SUPPORT/MAINTENANCE	2,750.00
GROSSENBURG IMPLEMENT INC	THREAD SEALANT/BATTERY	17.49
HAWKINS, INC	FLUORIDE	2,160.70
HEIKES AUTOMOTIVE LLC	FUEL REGULATOR	85.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	76.04
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	7,673.54
INGRAM LIBRARY SERVICES	BOOKS	710.68

Vendor	Payable Description	Payment Total
INTERSTATE BATTERY SYSTEM	BATTERIES	153.00
IOWA PUMP WORKS, INC.	KEYHOLE GRIP HOIST RING	200.00
JEO CONSULTING GROUP	SENIOR CENTER ADDITION/MASTER AGREEMENT	8,482.06
KELLY SUPPLY COMPANY	BOLT FLANGE BEARINGS/COPPER TUBING	101.54
MAIN STREET GARAGE, LLC	SUSPENSION ARM REPAIR	383.52
MARCO INC	COPIER LEASE	126.36
MARCO INC	COPIER LEASE	250.92
MARCO TECH LLC	COPY CHARGES	347.41
MES-MIDAM	FIRE BOOTS	221.00
MIDWEST TAPE LL	AUDIO BOOKS	591.89
MILLER LAW	ATTORNEY FEE	5,416.67
NEXIC, INC	EMAIL ARCHIVE SOFTWARE	1,540.00
NORTHEAST NE ECONOMIC DEV DIST	19-PW-017 DECEMBER 201P SERVICES	990.00
NORTHEAST NE INS AGENCY INC	RURAL FIRE INSURANCE	228.00
OVERDRIVE, INC.	AUDIO/E BOOKS	610.46
SIRSIDYNIX	SOFTWARE MAINTENANCE	6,737.12
STADIUM SPORTING GOODS	EMBROIDERY	20.00
THE WAKEFIELD REPUBLICAN	LIBRARY SUBSCRIPTION	36.00
TITAN MACHINERY-SC	TUBE	49.77
TRI-STATE COMMUNICATIONS, INC.	CABLE	5.80
US BANK	REGISTRATION/LODGING/MEALS/TECH SUPPLIES	12,496.36
VIAERO WIRELESS	CELL PHONE	67.60
WAYNE AREA ECONOMIC DEVELOPMENT	CONTRIBUTION/ANNUAL BANQUET	8,402.92
WAYNE COMMUNITY SCHOOLS	PARKING TICKET REMITS	6,978.75
WAYNE EAGLES CLUB	APPRECIATION DINNER	650.00
WAYNE HERALD	ADS AND NOTICES	965.37
WESCO DISTRIBUTION INC	STAPLES	74.90
WIGMAN COMPANY	WATER FILTERS	489.69
WISNER WEST	FD GASOLINE	82.15
	Grand Total:	246,431.76

ORDINANCE NO. 2020-1

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, CHAPTER 78 PARKING, SECTION 78-126 PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Title VII Traffic Code, Chapter 78 Parking, Section 78-126 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

(A) No person shall, at any time, park a vehicle upon the following described streets or parts of streets:

All of Lloyd Court from the southerly line of Brooke Drive to and including the entire circle
The east side of the centerline of Vintage Hill Drive from the north line of East 14th Street north to a point 125 feet north of the north line of Adam Drive
The east side of the centerline of Eastview Drive from the north line of Poplar Street to the south line of Sycamore Street
The east side of the centerline of Ada Drive from Sunnyview Drive to the north line of Poplar Street
The east side of the centerline of Hillside Drive from the north line of East 7th Street north to the city limits
The east side of the centerline of North Main Street from the north line of East 7th Street north to the south line of East 14th Street
The east side of the centerline of Claycomb Road from the north line of East 14th Street north to the city limits
The east side of the centerline of Providence Road from the north line of East 7th Street north to the south line of East 14th Street
The east side of the centerline of Lilac Lane from the north line of East 10th Street north to the south line of Hillcrest Road
The east side of the centerline of Pine Heights Road from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north a distance of 150 feet
The east side of the centerline of Logan Street from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of Nebraska Street from the north line of East 7th Street north to the south line of East 10th Street

The east side of the centerline of Windom Street from the north line of East 7th Street north to the south line of East 10th Street
The east side of the centerline of Walnut Drive from the north line of East 7th Street north to the south line of East 9th Street
The east side of the centerline of Walnut Street from the north line of East 9th Street north to the south line of East 14th Street
The east side of the centerline of Linden Street from the north line of East 14th Street north to the south line of Aspen Street
The east side of the centerline of Memory Lane from the north line of East 10th Street north to the south line of Gail's Way
The east side of the centerline of Angel Avenue from the north line of East 10th Street to the north line of Gail's Way
The north side of the centerline of East 10th Street from the north-south alley between Walnut Street and Windom Street to the west line of Walnut Street
The north side of the centerline of East 10th Street from the east line of Main Street east to the west line of Logan Street
The north side of the centerline of East 7th Street from the east line of Main Street east to the city limits
The north side of the centerline of 14th Street between the east boundary of the Wayne State College Technology Building Lot on the quarter section line east to Claycomb Road
The south side of the centerline of Aspen Street from the east line of Claycomb Road east to the city limits
The south side of the centerline of East 14th Street from the east line of Providence Road east to the city limits
The south side of the centerline of Poplar Street from the west line of Ada Drive to the west line of Providence Road
The south side of the centerline of East 10 th Street from the east line of Main Street east to the east line of Providence Road.
The south side of the centerline of East 10 th Street from 221 feet east of the east line of Providence Road east to the west line of Hillside Drive
The south side of the centerline of Hillcrest Road from the east line of Walnut Street east to the point where Hillcrest Road turns south and then on the east side of the centerline to the north line of East 10th Street
The south side of the centerline of Poplar Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Sunnyview Drive from the west line of Hillside Drive to the east line of Providence Road

The south side of the centerline of East 9th Street from the east line of Main Street east to the west line of Pine Heights Road
The south side of the centerline of Sunnyview Drive from the west side of Providence Road to the east line of Alda Drive
The south side of the centerline of Sycamore Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Brooke Drive from the east line of Claycomb Road east to the city limits
The south side of the centerline of Sycamore Street from the west line of Hillside Drive to the east line of Eastview Drive
The south side of the centerline of Gail's Way from the east line of Memory Lane to the west line of Angel Avenue
The south side of the centerline of East 8th Street from the east line of Main Street to the north-south alley east of Windom Street
The west side of the centerline of Logan Street from the north line of East 7th Street north for a distance of 150 feet
The west side of the centerline of Walnut Street from 10th Street north to J.G. Lewis Drive
The west side of the centerline of Providence Road from the north line of East 7th Street north to the south line of East 14th Street
The west side of the centerline of Circle Drive from the north line of East 9th Street north to the circle and the entire circle
The west side of Claycomb Road from the north line of 14th Street going north a distance of 104 feet
The west side of the centerline of Pine Heights Road from the north line of East 7th Street north for a distance of 25 feet
The west side of the centerline of Walnut Drive from the north line of East 7th Street north for a distance of 190 feet
The west side of the centerline of the north-south alley west of Walnut Street from the north line of East 10th Street north for a distance of 150 feet
The south side of the centerline of Summerfield Drive from the east line of Centennial Road to the west line of Industrial Drive.
The north side of the centerline of Summerfield Drive from the east line of Centennial Road to the west line of Industrial Drive.
The west side of the centerline of Industrial Drive from the north line of East 7th Street to the south line of Summerfield Drive.

The east side of the centerline of Industrial Drive from the north line of East 7th Street to the south line of Summerfield Drive.

(B) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

(2002 Code, § 78-126) (Ord. 2005-22, passed 8-9-2005; Ord. 2008-18, passed 9-16-2008; Ord. 2008-21, passed 10-21-2008; Ord. 2013-36, passed 8-6-2013; Ord. 2014-2, passed 3-4-2014; Ord. 2014-21, passed 6-17-2014; Ord. 2018-19, passed 8-7-18)

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

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

PASSED AND APPROVED this ____ day of _____, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-4

A RESOLUTION IDENTIFYING CITY OF WAYNE GOALS.

WHEREAS, the Mayor and City Council met in open session on January 15, 2020, with the express purpose of identifying and developing goals for the City; and

WHEREAS, there were new and expanded items in addition to goals from the prior year that were considered during the retreat, some for their guidance of future strategies and policies, and many for their consolidated value as specific goals over one to five year periods; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the strategic planning goals of the City are as follows:

CURRENT YEAR GOALS

- Community Activity Center:
 - Review coaching positions and standards, etc.; refurbish track and other updates
- Continue to discuss options for City Hall/Council Chambers accessibility
 - Start renovating basement of the building
- City Auditorium:
 - Continue to make improvements and encourage utilization of the facility
- Address garbage containers in right-of-way
- City Properties:
 - 4th Street – solicit proposals for development
- Protect Right-of-Way – visibility and safety
- Terrace parking – prepare ordinance removing the same
- ADA sidewalks at public places (e.g. Bressler Park)
 - Park Improvements – focus on East Park, Bressler, Sunnyview & Ashley
- Implement a half cent sales tax initiative on the ballot for projects
- Development strategies
 - Revisit the blight and substandard designations
 - Rezoning – future land use (direct Planning Commission to review zoning map and future land use maps)
- Continue discussion on old pool use
- Annexation – Conduct town hall meetings – proceed with annexation of various properties (e.g. donut holes)

FUTURE GOALS

- Continue plans to fully decommission lagoon and begin development
- Continue discussion on the future of electricity (2020 and beyond)
- Explore opportunities for Community Activity Center use by other entities; CAC improvements/study
- Put electric substation on hold – use those monies to evaluate and make repairs to downtown alleys and install underground powerlines on both sides of Main Street

The Council shall regularly evaluate the progress toward achieving the aforesaid goals.

The Mayor and Council shall consider the annual restatement and expansion of goals as a matter of policy.

PASSED AND APPROVED this 4th day of February, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2020-5

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR CONSTRUCTION MANAGEMENT SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 19-PW-017.

WHEREAS, the City of Wayne wishes to enter into a Consultant Agreement with NNEDD for construction management services relating to Community Development Block Grant 19-PW-017; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$10,000 for all allowable expenses agreed upon by the parties to complete the scope of work for said grant.

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

PASSED AND APPROVED this 4th day of February, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
CONSULTANT AGREEMENT
FOR CONSTRUCTION MANAGEMENT**

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

WITNESSES THAT:

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

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

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

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be the date both parties sign. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. **In no event shall the total amount reimbursed by the Community exceed the sum of \$10,000.** Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$60/hour. It is expressly understood that claims for

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

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

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

4. Record Maintenance, Record Retention & Access to Records

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

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

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

3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

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

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

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

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

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

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

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

19. Executive Order 11246, As Amended

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

20. Conflict of Interest (2CFR200.318)

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

21. Audits and Inspections

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

22. Hold Harmless

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

23. Verification of Work Eligibility Status for New Employees.

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

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

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

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

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

Public benefits are statutorily defined broadly (see Neb. Rev Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev Stat. §4-110. For the purposes of this

contract, the Department has determined the Consultant is, in the performance of Consultant's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

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

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

Consultant shall:

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

25. Governing Law

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

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

COMMUNITY

BY _____

TITLE Mayor

DATE _____

CONSULTANT

BY  _____

TITLE Executive Director

DATE 1/31/2020

ATTACHMENT 1

CONSTRUCTION MANAGEMENT SCOPE OF WORK

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

1. Provide construction management services for CDBG Davis Bacon and Related Acts (DBRA) compliance
2. Activities include, but not limited to the following:
 - Securing applicable general wage determination;
 - Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents;
 - Monitoring contractor compliance, including but not limited to:
 - Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award;
 - Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
 - Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors.; and
 - Completion of employee interviews under all identified wage classifications.

ATTACHMENT 2

United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

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

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

PRINT NAME

(first, middle, last)

SIGNATURE

DATE

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Betty McGuire - Board of Commissioners Appointment

From: Wayne Housing Authority <waynepha@gmail.com>
To: Betty McGuire <betty@cityofwayne.org>
Date: 1/21/2020 8:44 AM
Subject: Board of Commissioners Appointment

Good Morning,

Pat Gross has left the Wayne Public Housing Authority - Villa Wayne Board of Commissioners after serving 14 years. Galen Wisner has volunteered to replace Pat on the Board of Commissioners. Will you have the Mayor appoint Galen to the Board during a City Council meeting? Galen's appointment just needs to be reflected in the Council minutes.

Thank you and please let me know if you have any questions or need anything else from me.

Trine McBride, Executive Director
Wayne Housing Authority
409 Dearborn Street
PO Box 183
Wayne NE 68787
402-375-2868
waynepha@gmail.com