

**AGENDA
CITY COUNCIL MEETING
Wayne Fire Hall
June 2, 2020**

1. [Call the Meeting to Order – 5:30 p.m.](#)

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 as well as on the City of Wayne website at cityofwayne.org/8/Government.

Citizens have the right under the Open Meetings Act to attend all meetings of public bodies. Pursuant to the Governor’s Executive Order No. 20-03, this meeting will be held by video/telephone conference. Members of the public may attend this meeting electronically.

Please join this meeting from your computer, tablet or smartphone by going to the City of Wayne website at cityofwayne.org.

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.

2. [Approval of Minutes – May 19, 2020](#)
3. [Approval of Claims](#)
4. Update on COVID-19 Pandemic
5. Update and possible action on opening City Services (e.g. bathrooms, rental facilities, CAC, pool)
6. [Public Hearing: Regarding a Reuse Plan for the City of Wayne Economic Development Revolving Loan Funds \(Advertised Time: 5:30 p.m.\)](#)

Background: The City of Wayne has had a Community Development Block Grant (CDBG) Economic Development Revolving Loan Fund (RLF) for many years. The final loan was approved in March 2020, using the last of the funds in the account.

The Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), have requested that local RLF’s be discontinued and sub-grant funds to designated non-profit development organizations (NDO) to de-federalize CDBG funds in the local communities. This is being done as an amendment to the current RLF guidelines to discontinue the RLF.

Jeff Christensen, Business Loan Specialist with the Northeast Nebraska Economic Development will be available for questions, should you have any.

7. [Resolution 2020-28: Approving Amendment to Wayne Revolving Loan Fund Guidelines](#)

8. [Ordinance 2020-9: Approving the vacating of an alley located in the City of Wayne, Wayne County, Nebraska, described as the North-South Alley lying between Lots 3 and 4, Taylor & Wachob's Addition to the City of Wayne, Wayne County, Nebraska – Scot Saul](#)

Background: Scot would like to construct a new garage. His situation is similar to Chad Hoepfner's from the last meeting. Like Chad, he has the following options:

- 1) Reduce the width of his garage;
- 2) Request to amend the zoning text for all R Districts to reduce the side yard setback for detached accessory structures in the rear yard to 1 foot instead of 3 feet; or
- 3) Request the City to vacate the alley while maintaining a permanent easement for the storm sewer and other utilities. This will give Scot an additional 8 feet and thus, he will have adequate footage between the house and the alley.

Staff's recommendation to Scot was that he pursue Option 3, as it has the least impact on anyone else within the neighborhood or the City. Scot is also requesting that the three readings of the ordinance be waived.

9. [Action on Change Order No. 2 in the amount of \\$12,398.00 \(to add a 6" service line for Todd Luedeke\) to Rutjens Construction, Inc., for the "2019 Water Transmission Main Project" – Roger Protzman, JEO Consulting Group, Inc.](#)

Background: Todd Luedeke would like to put in a 6" tie from the new water main, including the bore under the road. The engineer on the project has prepared a Change Order for your consideration with a cost of \$12,398.00 to add this 6" service line. Mr. Luedeke has been advised that he is responsible for the cost. He is willing to pay one-half of the amount now to the City and the remaining one-half when the project is completed.

10. [Resolution 2020-29: Regarding the risk of exposure to COVID-19 through the use of municipal property for sports or recreational activities](#)

Background: There have been multiple calls with the League of Nebraska Municipalities (along with their outside legal counsel) discussing how sports could resume safely in our communities and limiting our liability regarding the COVID 19 pandemic. Amy Miller has been on these calls and in discussions with the ball associations to protect the City and still allow ball to be played this summer. Staff recommendation is to approve this Resolution. Associations will sign an addendum to their current Memorandums of Understanding, as well as have all participants of their ball programs sign agreements acknowledging the inherent risks to the COVID 19 virus. One major change to the previously signed MOU's is that staff is advising that the City waives the license fee for 2020 (this fee would again be collected annually for the remaining term of the MOU through 2022).

11. [Resolution 2020-30: Adopting City Administrator Employment Agreement](#)

12. Adjourn

**MINUTES
CITY COUNCIL MEETING
May 19, 2020**

The Wayne City Council met in regular session by way of telephone/video conference due to circumstances associated with the COVID 19 Pandemic on May 19, 2020, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order 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 May 7, 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, as well as on the City of Wayne website at cityofwayne.org/8/Government, 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 Haase made a motion, which was seconded by Councilmember Eischeid, to approve the minutes of the meeting of May 5, 2020, 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: AMERITAS, SE, 154.17; AMERITAS, SE, 2313.94; AMERITAS, SE, 72.00; AMERITAS, SE, 89.61; APPEARA, SE, 54.60; ARDENT LIGHTING GROUP, SU, 8,866.00; BACKFLOW APPARATUS, SU, 210.00; BAKER & TAYLOR BOOKS, SU, 842.58; BORDER STATES INDUSTRIES, SU, 218.88; CITIZENS STATE BANK, RE, 8550.80; CITIZENS STATE BANK, RE, 3787.70; CITY EMPLOYEE, RE, 1082.71; CITY EMPLOYEE, RE, 75.11; CITY EMPLOYEE, RE, 68.05; CITY OF WAYNE, PY, 74236.88; CITY OF WAYNE, RE, 3007.80; COTTONWOOD WIND PROJECT, SE, 17217.98; CUSIP SERVICE BUREAU, SE, 91.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; DEARBORN LIFE INSURANCE, SE, 2536.90; DITCH WITCH UNDERCON, SU, 457.44; EASYPERMIT POSTAGE, SU, 1873.98; ED M. FELD EQUIPMENT, SU, 249.40; ELECTRONIC ENGINEERING, SE, 657.45; EXHAUST PROS TOTAL CAR CARE, SE, 74.90; FAITH REGIONAL PHYSICIAN SERV, SE, 151.00; FASTENAL, SU, 122.12; FLOOR MAINTENANCE, SU, 25.99; GILL HAULING, SE, 261.25; GRAINLAND ESTATES, RE, 7917.22; GROSSENBURG IMPLEMENT, SU, 169.21; HEARTLAND FIRE PROTECTION, SE, 1450.40; HILAND DAIRY, SE, 104.40; HYDRO OPTIMIZATION, SE, 1032.00; ICMA, SE, 8142.35; IRS, TX, 12579.40; IRS, TX, 9422.31; IRS, TX, 2941.90; J.P. COOKE COMPANY, SU, 180.40; JASON SEARS FLOORING, SU, 50.00; JOHN'S WELDING AND TOOL, SU, 78.64L; LEO A DALY, SE, 27525.00; LOEWENSTEIN, DAVID, FE, 375.00; LUTT OIL, SU, 2500.98; MATHESON-LINWELD, SU, 34.25; MERCHANT SERVICES, SE, 2087.35; MERCHANT SERVICES, SE, 1832.67; MERCHANT SERVICES, SE, 34.28; MIDWEST ALARM SERVICES, SE, 667.03; MIDWEST LABORATORIES, SE, 210.00; NATL LEAGUE OF CITIES, FE, 1172.00; NE DEPT OF REVENUE, TX, 3994.11; NE HARVESTORE, SU, 791.96; NPPD, SE, 24623.20; NNEDD, SE, 7305.27; NORTHEAST TIRE SERVICE, SE, 39.00; PAC N SAVE, SU, 954.62; PITNEY BOWES, SE, 253.85; PLUNKETT'S PEST CONTROL, SE, 92.12; POLLARD PUMPING, SE, 250.00; QUALITY FOOD CENTER, SU, 138.90; SD MYERS, SE, 3213.00; STATE NEBRASKA BANK-PETTY CASH, RE, 93.06; US FOODSERVICE, SU, 1263.21; VERIZON, SE, 398.85; WAYNE AUTO PARTS, SU, 2174.68; WAYNE COUNTY CLERK, SE, 108.00; WAYNE HERALD, SE, 1088.55; WAYNE HERALD, SE, 80.50; WAYNE HOSPITALITY, RE, 22401.28; WAYNE SENIOR CENTER, SU, 3000.00; WAYNE VETERINARY CLINIC, SE, 196.00; WAYNE VETERINARY CLINIC, SE, -126.00; WORLDPAY INTERGRATES PAYMENTS, SE, 137.77; ZACH HEATING & COOLING, SE, 894.00; ZOOBEAN, SE, 949.00; AMAZON.COM, SU, 405.09; APPEARA, SE, 90.83; BIG RIVERS ELECTRIC CORPORATION, SE, 117336.89; BORDER STATES INDUSTRIES, SU, 149.37; CARROLL DISTRIBUTING, SU, 301.81; CITY EMPLOYEE, RE, 7.19; DAVE'S DRY CLEANING, SE, 27.00; DGR & ASSOCIATES, SE, 1032.50; ELLIS HOME SERVICES, SU, 299.39; FREDRICKSON OIL, SU, 401.00; GROSSENBURG IMPLEMENT, SU, 52.72; HANZLIK, ADAM, RE, 150.00; HILAND DAIRY, SE, 110.18; INGRAM LIBRARY SERVICES, SU, 710.90; JACK'S UNIFORMS, SU, 15.60; KELLY SUPPLY COMPANY, SU, 260.57; KORTH CONSTRUCTION, SE, 4080.00; MARCO TECHNOLOGIES, SE, 191.17; MONAHAN, PHILLIP, RE, 50.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 199.00; NMPP ENERGY, SE, 800.00; NORTHEAST POWER, SE, 38343.28; PIERSON, TRACY, RE, 150.00; ROBERTS, JANET, RE, 200.00; STADIUM SPORTING GOODS, SU, 15.00; STATE NEBRASKA BANK & TRUST, RE, 70397.50; TOM'S BODY & PAINT SHOP, SE, 97.50

Councilmember Haase made a motion, which was seconded by Councilmember Brodersen, 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.

An update was given on the COVID-19 Pandemic by Julie Rother, Director of the Northeast Nebraska Public Health Department.

City Administrator Blecke advised the Council that the City is back at full force at this time. The plan is to open City Hall back up to the public June 1st. There will be six feet distancing with marks on the floor for the utility billing office, as well as for the Police Department. There has been a lot of discussion on swimming pools and youth sports. The League of Nebraska Municipalities came out with their recommendation, which was not to open pools for the summer, as per the directive of their insurance carrier, LARM. Our insurance carrier has no recommendation. Most communities in Nebraska have decided to delay or not to open. On the youth sports side, that would be the opposite right now. The League's recommendation is if you allow youth sports to take place, turn everything over to your associations and let them be responsible for those facilities. Attorney Miller is going to work on some language to amend our Memorandums of Understanding to give us a little better protection. Most of the communities are going to allow this, but then turn things over to their associations to make sure they are abiding by the Governor's directed health measures.

Mayor Giese stated he would like to plan on having the next Council meeting being held at the Wayne Fire Hall. The public will attend by zoom. The Council can spread out at the Fire Hall, and we will continue like that. The Library is following their own protocol, and the Senior Center will be closed for the month of June.

The weight room at the activity center has opened up. A decision on opening the pool will be postponed at this time. The current rules would limit it to 10 people. The pool will be filled, whether it gets open or not, for maintenance reasons. It was noted that Wakefield and Laurel will not be opening their pools.

Darin Greunke, Leader of the Sharp Shooters 4-H Club, was present requesting Council consideration to allowing them to operate a shooting gallery style air gun/archery trailer at the Henoween and Chicken Show activities in July, with an alternate date of September 12, 2020.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, approving the request of Darin Greunke, Leader of the Sharp Shooters 4-H Club, to operate a shooting gallery style air gun/archery trailer at the Henoween and Chicken Show activities in July, with an alternate date of September 12, 2020. 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.

Mayor Giese declared the time was at hand for the public hearing regarding the submittal of a grant application for the purchase of a 14-passenger bus with wheelchair lift for the Wayne Senior Center.

The Wayne Senior Center is submitting a grant application to the State of Nebraska Department of Transportation (NDOT) for funds to purchase a 14-passenger bus with wheelchair lift. This vehicle will replace both the 2008 7-passenger Chevy Uplander van and the 2004 9-passenger Ford van. The total cost of this bus is \$66,000, of which the Federal share is 80% or \$52,800, State share is 10% or \$6,600 and the City's share is 10% or \$6,600. Any maintenance done to this new vehicle after it is purchased will be paid for 100% by the NDOT. The 2008 and 2004 vans will be put up for sealed bids or offers, and the City will be able to keep the proceeds from those sales.

Diane Bertrand, Wayne Senior Center Coordinator, was present to answer questions.

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

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

Councilmember Spieker introduced Resolution 2020-25, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2020-25

A RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO APPLY FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS.

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.

Administrator Blecke stated that the 2019-2020 budget has \$30,000 allocated for Public Art. Last fall, a committee of “art minded” individuals helped create a request for proposal for Public Art with a \$20,000 limit. The City received nine proposals. The Committee chose one artist, Dave Loewenstein from Lawrence KS, to prepare a draft concept. This would be a painted mural on the north side of the Majestic Theater. The Majestic Board would give approval of the final design. The final project should be completed by the end of July.

Councilmember Brodersen introduced Resolution 2020-26, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2020-26

A RESOLUTION APPROVING LEAD ARTIST AND OWNER AGREEMENT BETWEEN THE CITY OF WAYNE AND DAVE LOEWENSTEIN, INDEPENDENT CONTRACTOR.

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.

Marlen Chinn, Police Chief, stated his department has assisted Providence Medical Center (PMC) for years for ambulance assist calls. The COVID-19 pandemic has brought up some concerns. He notified PMC that the Police Department would not be assisting with their calls because they were not issued personal protective equipment to protect his staff. That opened up some other discussions and concerns as far as trying to limit the city’s liability in assisting a private entity with their services.

The amendment to the Police Officer job description adds “Providence Medical Center” to the list of assisting entities.

Councilmember Karsky made a motion, which was seconded by Councilmember Buck, approving the amendment to the Police Officer job description. 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 amendment to the agreement between Providence Medical Center and the City to add assist calls for police officers when available. It also adds that Providence Medical Center will provide training for proper lifting technique and appropriate donning and doffing of personal protective equipment.

Councilmember Spieker introduced Resolution No. 2020-27 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2020-27

A RESOLUTION APPROVING AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF WAYNE, NEBRASKA, AND PROVIDENCE MEDICAL CENTER.

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.

Mayor Giese stated he was informed that Williams Form Engineering was about 30 days away from having a solution to the parking matter on Summerfield/Industrial Drive, so he recommended Council tabling action on the third and final reading of Ordinance 2020-1 until the second meeting in June.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to table action on the third and final reading of Ordinance 2020-1 for 30 days. 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.

Councilmember Brodersen introduced Ordinance No. 2020-7, and moved for approval of the third and final reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2020-7

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

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.

Joel Hansen, Street and Planning Director, stated that Chad Hoepfner would like to move his existing detached one-stall garage between his house and the alley to the rear of his property for use as a lawn shed. He would then add onto the house with a two-stall garage. This will increase the size of his existing house west towards the alley. Chad has found his property pins, and with his planned addition, he will only have between 5 and 6 feet between the house and the alley. His property is zoned R-1, so his side yard setback is 7 feet. Thus, he has the following options:

- 1) Reduce the width of his garage by 2 feet;
- 2) Request to rezone his block to R-2 to match the south side of the street and reduce his setback requirement to 5 feet;
- 3) Request to amend the zoning text for R-1 to reduce the side yard setback to 5 feet like it is for the other R Districts; or
- 4) Request the City to vacate the alley while maintaining a permanent easement for the storm sewer and other utilities. This will give Chad an additional 8 feet and thus, he will have between 13 and 14 feet between the house and the alley.

Staff's recommendation to Chad was that he pursue Option 4, as it has the least impact on anyone else within the neighborhood or the City. The City will retain a permanent easement on this alley. The property will revert back to the adjacent property owners. Chad is requesting that the three readings of the ordinance be waived.

Chad Hoepfner was present to answer questions.

Councilmember Brodersen introduced Ordinance 2020-8, and moved for its approval; Councilmember Spieker seconded.

ORDINANCE NO. 2020-8

AN ORDINANCE APPROVING THE VACATION OF AN ALLEY LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THE NORTH-SOUTH ALLEY LYING BETWEEN LOTS 15 AND 16, TAYLOR & WACHOB'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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.

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

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to move for final approval of Ordinance No. 2020-8. 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.

Roger Protzman, representing JEO Consulting Group, Inc., updated the Council on the “2019 Water Transmission Main Project” and presented Contractor’s Application for Payment No. 1 in the amount of \$680,672.88 to Rutjens Construction, Inc.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving Contractor’s Application for Payment No. 1 for \$680,672.88 to Rutjens Construction, Inc., for the “2019 Water Transmission Main Project.” 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.

Roger Protzman, representing JEO Consulting Group, Inc., then presented Change Order No. 1 for an increase of \$4,845.00, to Rutjens Construction, Inc., for the “2019 Water Transmission Main Project.” Groundwater was found along the project route. The contractor, per the City’s request, was requested to drain the lines to keep the transmission main dry at the manhole point. They installed a pipe and tile line from the manhole to the creek so that the manhole would be permanently dewatered to keep groundwater out of that manhole.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, approving Change Order No. 1 in the amount of \$4,845.00 to Rutjens Construction, Inc., for the

“2019 Water Transmission Main Project.” 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.

Roger Protzman, representing JEO Consulting Group, Inc., and on behalf of Jon Mooberry, presented Contractor’s Application for Payment No. 3 in the amount of \$139,045.50 to Robert Woehler & Sons Construction, Inc., for the “2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208.”

Chris Woehler, representing Robert Woehler & Sons Construction, Inc., and city staff updated the Council on the project.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, approving Contractor’s Application for Payment No. 3 for \$139,045.50 to Robert Woehler & Sons Construction, Inc., for the “2019 Nebraska Street Improvements Project - CDBG No. 16-CD-208.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent and Councilmember Woehler who abstained, the Mayor declared the motion carried.

David Wiggins, representing Leo A Daly, updated the Council on the “Restoration of Walking Trail Project” and presented Application and Certificate of Payment No. 1 in the amount of \$340,522.20 to M&B Quality Concrete.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, approving Application and Certificate of Payment No. 1 for \$340,522.20 to M&B Quality Concrete for the “Restoration of Walking Trail Project.” 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.

Jill Brodersen, Architect for the “Wayne Senior Center – Room and Walk-In Freezer Addition Project” presented Application and Certificate for Payment No. 2 in the amount of \$24,890.00 to Sioux Contractors, Inc.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, approving Application and Certificate for Payment No. 2 for \$24,890.00 to Sioux Contractors, Inc., for the “Wayne Senior Center – Room and Walk-In Freezer Addition Project.” 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.

Phill Monahan advised the Council that he was appointed the Fire Chief by the Wayne Volunteer Fire Department for the upcoming year. This is his 8th year serving as Fire Chief.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, approving the appointment of Phill Monahan as Fire Chief. 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.

Councilmember Brodersen made a motion, which was seconded by Councilmember Spieker, to set the next mini retreat date for June 30, 2020, at 5:00 p.m. at the Wayne Fire Hall. 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 6:55 p.m.



Vendor	Payable Description	Payment Total
Council Approved 5/19/20		
M & B QUALITY CONCRETE, LLC	RESTORATION OF WALKING TRAIL	340,522.20
ROBERT WOEHLE & SONS	NEBRASKA ST IMPROVEMENTS	139,045.50
RUTJENS CONSTRUCTION	WATER TRANSMISSION MAIN	680,672.88
SIOUX CONTRACTORS	SENIOR CENTER ADDITION	24,890.00
		1,185,130.58
Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGREEMENT	928.29
AMERICAN UNDERGROUND SUPPLY, LLC	SADDLE/TUBING	527.92
AMERICAN UNDERGROUND SUPPLY, LLC	POOL PAINT	275.62
AMERITAS LIFE INSURANCE	AMERITAS ROTH	154.17
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,326.54
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	89.61
APPEARA	JANITORIAL SUPPLIES	92.65
APPEARA	LINEN & MAT SERVICE	51.33
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	52,148.99
CARHART LUMBER COMPANY	PAINT/CEILING TILES/BENCH REPAIRS/SEALANT	459.92
CDW GOVERNMENT LLC	AUDIO CABLE	36.68
CENTURYLINK	TELEPHONE CHARGES	421.61
CERTIFIED TESTING SERVICES INC	GEOTECHNICAL REPORT-PINE HEIGHTS	2,550.00
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	24.77
CITY EMPLOYEE	VISION REIMBURSEMENT	600.60
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	418.99
CITY OF WAYNE	PAYROLL	96,455.89
CITY OF WAYNE	UTILITY REFUNDS	4,034.47
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	18,004.77
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	114.02
DESCHARME, JANA E	CAC MEMBERSHIP REFUND	36.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,797.80
FLOOR MAINTENANCE	LID CONTAINERS/CLEANING SUPPLIES	103.89
FLOORING SOLUTIONS LLC	LIB/SR CENTER WOMEN'S BATHROOM	2,489.92
FREDRICKSON OIL CO	TIRE	206.00
GALE/CENGAGE LEARNING	BOOKS	172.83
GERHOLD CONCRETE CO INC.	CONCRETE	1,586.68
GERHOLD CONCRETE CO INC.	CONCRETE	2,637.20
GROSSENBURG IMPLEMENT INC	EYEBOLT	39.90
HEARTLAND FIRE PROTECTION	SR CENTER VAN FIRE EXTINGUISHER	56.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	95.63
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,156.75

IRS	FEDERAL WITHHOLDING	9,945.26
IRS	MEDICARE WITHHOLDING	3,660.42
IRS	FICA WITHHOLDING	15,651.36
JEO CONSULTING GROUP	WATER TRANSMISSION MAIN	16,868.37
JEO CONSULTING GROUP	NEBRASKA STREET IMPROVEMENTS	26,025.15
KAUP SEED & FERTILIZER	FERTILIZER	760.00
MACQUEEN EQUIPMENT	SWEEPER PARTS	845.73
MARCO INC	COPIER LEASE	175.92
MILLER LAW	ATTORNEY FEE	5,416.67
MILO MEYER CONSTRUCTION	BLADE HILL BEHIND ACTIVITY CENTER	975.00
NE DEPT OF ENVIRONMENTAL QUALITY	CLEAR WATER SRF	229,703.20
NE DEPT OF ENVIRONMENTAL QUALITY	DRINKING WATER SRF	25,593.65
NE DEPT OF REVENUE	STATE WITHHOLDING	4,117.66
NIEMANN, ANDREA	PARK REC REFUND	50.00
NORTHEAST NE ECONOMIC DEV DIST	16-CD-208 NOV 2019-APRIL 2020 SERVICES	720.00
NORTHEAST POWER	WHEELING CHARGES	19,171.64
OVERDRIVE, INC.	AUDIO/E BOOKS	942.20
PROGRESSIVE PROPERTIES	BUILDING PERMIT DEPOSIT REFUND	250.00
RAMIREZ, TRINA	PERSONAL TRAINING REFUND	75.00
RUDLOFF, JOSH	AUDITORIUM DEPOSIT REFUND	200.00
SALTZMAN, MATT	STROBE LIGHT WIRING	50.00
SIMS,NATE	PARK REC REFUND	25.00
SIOUX CONTRACTORS	SENIOR CENTER/LIBRARY BATHROOM REMODEL	13,029.00
STAPLES, INC	OFFICE SUPPLIES	176.37
THOMPSON ELECTRIC CO	BLOWER FANS	3,273.66
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE	200.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,674.87
VAN DIEST SUPPLY	FERTILIZER	420.00
VIAERO WIRELESS	CELL PHONE	64.58
WAYNE AREA ECONOMIC DEVELOPMENT	JUNE 2020 CONTRIBUTION	8,222.92
WIGMAN COMPANY	FLOAT KITS	382.76
	Grand Total:	587,431.83



City of Wayne, NE

Council Approval Listing

Payment Date Range: 05/28/2020 - 06/01/2020

Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	TOOLS/PAINT	197.15
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES/FIBER LINE LEASE	2,522.55
AMERICAN UNDERGROUND SUPPLY, LLC	KEY WRENCHES	75.46
ARCADIAN MARKSMANSHIP CLUB	RANGE DUES	105.50
BLACK HILLS ENERGY	GAS BILLS	202.66
BLACKSTONE PUBLISHING	AUDIO BOOKS	305.45
BOK FINANCIAL	HIGHWAY ALLOCATION BONDS 2019	238,220.21
BROWN PLUMBING	VENT FAN	688.90
CITY EMPLOYEE	VISION REIMBURSEMENT	115.60
CITY EMPLOYEE	VISION REIMBURSEMENT	11.00
CITY OF WAYNE	UTILITY REFUNDS	3,060.33
CORE & MAIN LP	REMOTE WIRE	330.00
EAKES OFFICE PLUS	COPY CHARGES	316.73
EASYPERMIT POSTAGE	POSTAGE ON UTILITY BILLS	869.92
ELLIS HOME SERVICES	TOILET REPAIR	135.58
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/BOWLS/CUPS	411.68
GERHOLD CONCRETE CO INC.	CONCRETE	1,458.00
GILL HAULING, INC	SANITATION SERVICE	261.25
GROSSENBURG IMPLEMENT INC	TOGGLE/JUMPER/BLADE/BAR/OIL	117.31
HELENA AGRI-ENTERPRISES, LLC	PRAMITOL	180.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	143.14
HOA SOLUTIONS,	SCADA RETAINER	6,066.79
LOEWENSTEIN, DAVID	PUBLIC ART	5,916.00
MERCHANT JOB TRAINING	BOOKS	550.00
MONAHAN, PHILLIP	FIRE SERVICE TRAINING INSTITUTE	50.00
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,375.00
QUALITY FOOD CENTER	COFFEE	21.90
SIOUX CITY JOURNAL	SUBSCRIPTION RENEWAL	243.00
STADIUM SPORTING GOODS	SHIRTS/EMBROIDERY	115.00
STAPLES, INC	OFFICE SUPPLIES	185.22
STATE NEBRASKA BANK & TRUST	SERIES 2019 GO INTEREST/PRINCIPAL	87,808.75
STATE NEBRASKA BANK & TRUST	ELECTRIC REVENUE SERIES 2012	163,415.00
THRASHER	BUILDING PERMIT DEPOSIT REFUND	500.00
TYLER TECHNOLOGIES	SIGNATURE FEE	138.00
WESTERN AREA POWER ADMIN	ELECTRICITY	15,721.26
WIGMAN COMPANY	TOILET REPAIR KITS	499.23
WRIEDT, RONALD	FIRE SERVICE TRAINING INSTITUTE	50.00
	Grand Total:	532,383.57

Wayne City Council Agenda

Object: Approve amending the City of Wayne's CDBG RLF guidelines to discontinue the RLF.

Contact Person: Jeff Christensen, NENEDD Business Loan Specialist

For: Action

Background: The City of Wayne has had a Community Development Block Grant (CDBG) Economic Development Revolving Loan Fund (RLF) for many years. The final loan was approved in March 2020 using the last of the funds in the account.

Explanation: The Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), have requested that local RLF's be discontinued and sub-grant funds to designated non-profit development organizations (NDO) to defederalize CDBG funds in the local communities. This is being done as an amendment to the current RLF guidelines to discontinue the RLF.

Motion: Consideration for approval of an amendment to the City of Wayne's CDBG RLF to discontinue the RLF.

RESOLUTION NO. 2020-28

**A RESOLUTION OF THE CITY COUNCIL OF WAYNE, NEBRASKA,
APPROVING “AMENDMENT TO THE WAYNE COMMUNITY
DEVELOPMENT BLOCK GRANT REVOLVING LOAN FUND GUIDELINES.”**

WHEREAS, the City Council adopted the Guidelines for its Community Development Block Grant Economic Development Revolving Loan Fund (CDBG ED RLF), by its Resolution 2012-92 on December 18, 2012, and amended the same on February 2, 2016, and then on October 17, 2017; and

WHEREAS, the final loan for this RLF was approved in March, 2020; and

WHEREAS, the Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), has requested that local RLF's be discontinued and said funds be sub-granted to designated non-profit development organizations to defederalize CDBG funds in the local communities; and

WHEREAS, this directive is being done as an amendment to the current RLF guidelines to discontinue the RLF.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the proposed amendment, which is attached hereto and incorporated herein by reference, is hereby approved.

PASSED AND APPROVED this 2nd day of June, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

AMENDMENT TO RLF GUIDELINES

On or about the October 17, 2017, the City of Wayne, Nebraska, adopted Guidelines for its Community Development Block Grant Economic Development Revolving Loan Fund (RLF).

Wayne wishes to add Section 13.0 to these guidelines which will discontinue the RLF.

13.0 Discontinue the RLF Program

The Nebraska Department of Economic Development, following directions from Housing and Urban Development (HUD), have requested that local communities consider an amendment of its Community Development Block Grant (CDBG) Economic Development Revolving Loan Fund Program (RLF). The RLF will be discontinued, ceasing any Economic Development activities. The previous RLF program guidelines still apply to any existing projects and loans.

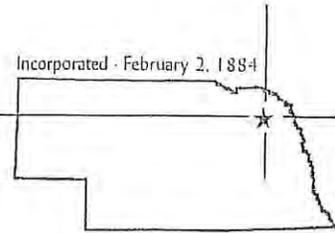
These guidelines are hereby approved by action of the City of Wayne, Nebraska, this ____ day of June, 2020.

Cale Giese, Mayor
City of Wayne, Nebraska

City of Wayne

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

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



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: Scot Saul

Address: 612 W 3rd St, Wayne, NE 68789

Telephone No.: 402-613-9951

Date of Request: 5-26-2020

Description of Requested Topic: Vacate alley between 610 + 612 W 3rd St
to Allow for construction of a new garage. I need to
build 3-4 feet into the alley to allow room on the West side.
I will talk to my neighbor to see if he is ok with it and
will obtain an easement to continue to park my trailer between
to two garages



ORDINANCE NO. 2020-9

AN ORDINANCE APPROVING THE VACATION OF AN ALLEY LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THE NORTH-SOUTH ALLEY LYING BETWEEN LOTS 3 AND 4, TAYLOR & WACHOB'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. That the vacation of the north-south alley lying between Lots 3 and 4, Taylor & Wachob's Addition to the City of Wayne, Wayne County, Nebraska, is in the best interest of the City of Wayne.

Section 2. That the north-south alley lying between Lots 3 and 4, Taylor & Wachob's Addition to the City of Wayne, Wayne County, Nebraska, is hereby vacated, and the ownership shall revert to the adjacent property owners.

Section 3. The City of Wayne, Nebraska, shall reserve in said alley permanent utility easements for installing and/or maintaining all utilities in the alley herein vacated.

Section 4. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 2nd day of June, 2020.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



School View Drive

W. 4th Street

W. 3rd Street

W. 2nd Street

Elaine Street

611

519

414

409

408

516

510

402

519

515

511

314

520

514

508

708

706

702

614

612

610

602

615

603

521

515

511

715

705

214

619

213

212

208

206

204

120

118

112

620

604

602

520

512

210

206

508

613

613

607

603

517

515

509

Date of Issuance:	May 27, 2020	Effective Date:	June 2, 2020
Owner:	City of Wayne, Nebraska	Owner's Contract No.:	
Contractor:	Rutjens Construction, Inc.	Contractor's Project No.:	
Engineer:	JEO Consulting Group, Inc. 2019 Water Transmission Main	Engineer's Project No.:	182177 2019 Water Transmission Main
Project:	DWSRF No. 311643	Contract Name:	DWSRF No. 311643

The Contract is modified as follows upon execution of this Change Order:

Description: **Add 6" Service for Luedeke**

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,166,877.91</u>	Original Contract Times: Substantial Completion: <u>October 1, 2020</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>4,845.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: <u>October 1, 2020</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>2,171,722.91</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 1, 2020</u> Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>12,398.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>7 days</u> Ready for Final Payment: <u>7 days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,184,120.91</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 8, 2020</u> Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

RESOLUTION NO. 2020-29

A RESOLUTION OF THE CITY OF WAYNE, NEBRASKA, REGARDING THE RISK OF EXPOSURE TO COVID-19 THROUGH THE USE OF MUNICIPAL PROPERTY FOR SPORTS OR RECREATIONAL ACTIVITIES.

RECITALS

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person contact; and

WHEREAS, on March 13, 2020, the Governor of the State of Nebraska declared a state of emergency related to COVID-19 within the entire State of Nebraska, and this state of emergency remains in effect; and

WHEREAS, directed health measures are in effect for every County in the State of Nebraska through May 31, 2020, and are likely to be extended by the Governor in some form for most or all Counties after May 31, 2020; and

WHEREAS, on May 21, 2020, the Governor announced that the directed health measure prohibiting all organized team sports, youth and adult, would be relaxed by the State of Nebraska beginning June 1, 2020, in order to permit the planned reopening of certain adult and/or youth team sports; and

WHEREAS, a copy of the *June 1st Statewide Sports Reopening Guidelines* is attached to this Resolution and incorporated herein as part of these Recitals; and

WHEREAS, it is anticipated that future guidance from the State of Nebraska will permit additional team sports and other recreational activities; and

WHEREAS, players, coaches, officials, and others who participate in such games, practices, or other recreational activities, and spectators who attend such activities risk the dangers of illness, disease, medical complications, injury or death, caused by or related to COVID-19, by voluntarily entering the municipal property and/or facilities on which such activities take place, by watching such activities, and by participating or authorizing the participation of a minor, in such games, practices, or other recreational activities; and

WHEREAS, it is the intent of the City of Wayne to permit the resumption of adult and/or youth team sports and other recreational activities on municipal property and/or facilities, in accordance with the directed health measures and other laws and guidance issued by the State of Nebraska, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines* and such further laws and guidance that may be issued in the future, provided that every individual, organization, or group sponsoring such activities, and all participants and spectators, fully assume the health risks associated with these activities, including the inherent risk now present in any such activities as a result of the presence of COVID-19 in the State of Nebraska, and provided that participants in such activities sign an agreement that releases the City of Wayne, its elected and appointed officials and employees, and all other participants in adult and/or youth team sports or other recreational activities from liability associated with exposure to COVID-19 in the course of such activities.

NOW, THEREFORE, BE IT RESOLVED by the City Council that any individual, organization or group sponsoring adult and/or youth team sports or other recreational activities that wishes to use the playing or practice fields, courts, grounds, and/or other facilities of the City of Wayne for games, practices, or other recreational activities will be required to enter into the *COVID-19: Addendum to Agreement for Use of Municipal Property for Sports or Other Recreational Activities* attached hereto. These License Agreements will be maintained by the Municipal Clerk and shall constitute an addendum to any other contract, license agreement, lease, or agreement allowing the use of the municipal property and/or facilities of the City of Wayne by the same individual, organization, or group.

BE IT FURTHER RESOLVED that, in order to enter the playing or practice fields, courts, grounds, and/or other facilities of the City of Wayne to participate in games, practices, or other recreational activities, all players, coaches, officials and other participants must sign the agreement titled *COVID-19: Participants Agreement for Sports or Other Recreational Activities* in substantially the same form as attached hereto. Each team wishing to participate on or use the municipal property and/or facilities of the City of Wayne must provide copies of signed *Agreements* for all participants affiliated with the team, together with a roster containing a complete list of the names of all players, coaches, officials, and others affiliated with the team. Copies of these documents must be provided to and shall be maintained by the Municipal Clerk.

BE IT FURTHER RESOLVED that, for the avoidance of doubt as to the risk assumed by participants and spectators, in order to encourage compliance with directed health measures and guidelines, and in order to promote public safety, the applicable provisions of the *June 1st Statewide Sports Reopening Guidelines*, shall be posted on all practice and playing fields, courts, grounds, and/or other facilities where adult and/or youth practices and/or games or other recreational activities occur. If the *June 1st Statewide Sports Reopening Guidelines*, are subsequently modified or updated, the applicable provisions of the modified or updated guidelines shall be posted in the same manner.

BE IT FURTHER RESOLVED that all participants and spectators shall comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of Wayne relating to COVID-19 or other safety or hygiene precautions while present on municipal property and/or facilities, understanding that the City of Wayne may elect to deny entrance to its playing or practice fields, courts, grounds, and/or other facilities to any non-complying participant or spectator, or to require a non-complying participant or spectator to leave the premises at any time.

BE IT FURTHER RESOLVED that officials and employees of the City of Wayne are authorized to execute the directives set forth in this Resolution.

PASSED AND APPROVED this 2nd day of June, 2020.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

June 1st Statewide Sports Reopening Guidelines

The below guidelines lay out the planned reopening of certain sports. The State of Nebraska will utilize the April 2008 American Academy of Pediatrics Classification of Sports According to Contact as a guideline for opening sports of differing contact levels. Violation of these rules may mean a team is prohibited from practicing or playing games for the entire summer.

The below guidelines apply only to team sports. Individual sports such as golf and tennis (including doubles tennis) are not prohibited under any Directed Health Measure (DHM), however, participants must practice social/physical distancing.

Classification of Team Sports According to Contact Level

Contact	Limited-Contact	Non-Contact
Basketball	Baseball	Badminton
Boxing	Football, flag or touch	Bowling
Cheerleading	Softball	Crew/Rowing
Football, tackle	Volleyball	Curling
Gymnastics		Dance
Hockey		Rodeo* and horseback riding
Lacrosse		Swimming
Martial arts		Track and field events
Rugby		
Soccer		
Wrestling		

* Exception for rodeo as there is limited or no contact with other people, primary contact is with animals.

Month of May

- No Organized Team Sports games for youth and adults.
- No Team Organized Sports practices for youth and adults. This prohibition includes any practice, training or group exercise program organized by a coach of a sports team.
- Businesses and organizations that provide sports training AND that sell memberships to provide such training are allowed to offer sports training as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas. No team organized training is allowed.

June 1

- Schools are permitted to open weight rooms for use by all student athletes as long as they follow the same guidelines as fitness centers/clubs, gymnasiums, health clubs, and health spas.

- Team Organized practices for Noncontact and Limited-Contact Sports may begin unless circumstances dictate a change in date.
- Rodeo events may also begin.
- Players, coaches, and staff showing signs/symptoms of COVID-19 (fever over 100.4F, sudden onset of cough or sudden onset of shortness of breath) shall not participate.
- Dugout and bench use will not be allowed. Players and their items when not on the field/court should be lined up against the fence/wall at least six (6) feet apart.
- Parents must remain in their cars or drop off and pick players up afterwards.
- Players should use their own protective equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use. Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each practice.
- Coaches are responsible for ensuring social/physical distancing is maintained between players as much as possible. This means additional spacing between players while playing catch, during drills, or while waiting to participate.
- Players must bring their own water/beverage to consume during and after practice. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice. No shared/communal snacks.
 - The use of sunflower seeds, tobacco products, and spitting while practicing or playing is prohibited.
- Team organized practices for contact sports remain suspended.

June 18

- Team Organized games for Noncontact and Limited-Contact sports may begin unless circumstances dictate a change in date.
- Same guidelines apply as above for practices.
- Use of dugouts and benches are permitted during games only.
 - For baseball and softball, the bleachers located between the dugout and home plate should also be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
 - For all other sports, additional benches or bleachers should be used to spread out players. Players should have designated spots to place their personal items. Coaches must designate an adult who is responsible for ensuring players are seated on the benches unless they are actively participating in the game.
- Players should use their own equipment including gloves, helmets, and bats as much as possible.
 - When protective equipment is needed to be shared, it should be disinfected between players use.
 - Coaches are encouraged to rotate equipment when possible.
- Coaches must disinfect shared equipment before and after each game/match.
- Fan attendance is limited to household members of the players on the team. (*Collegiate, semi-professional, and professional games will follow gathering requirements under the Directed Health Measures and must submit plans prior to reopening if facilities meet these requirements.*) For outdoor sports, no use of bleachers for fans. Fans must bring their own chairs or stand. Fans should keep six (6) feet of social distancing between different household units. No fan seating or standing is allowed within in six (6) feet of the teams' benches or for baseball and softball within the area from behind home plate to six (6) feet past the far end of each dugout.
 - If game/match is held at a facility that has a capacity of 500 or more individuals, (1,000 or more in counties over 500,000 population) shall follow reopening plans submitted, reviewed and approved by the Local Health Department by the facility.
- Teams to play next must be provided designated areas for player warm-ups that provide for necessary physical/social distancing.
- Post-game handshakes or interaction between teams are prohibited.

- When games end, the leaving team must sanitize the dugout or bench area. No post-game talks at the field or court are permitted. Fans and players must leave the playing area and return to their cars immediately after the game.
- The team to play next must remain in their designated warm up area until the prior team has finished disinfecting and is completely out of the dugout or off of the court/field.
- Fans for upcoming games must remain in their cars during player warm ups. They will be permitted to come to the field/court once the team they are there to watch enters the playing area.
- Restrooms must be cleaned and disinfected regularly (at least every 2 hours) while players and fans are present. Markings should be placed on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart.
- Players must bring their own water/beverage to consume during and after practices and games. No shared drinking fountains or coolers.
- Players must bring their own snacks to consume during and after practice/games. No shared/communal snacks.
- Concession stands are allowed to open, if they meet the following:
 - Markings should be placed on the ground to ensure individuals are spaced six (6) feet apart.
 - Clean and disinfect high touch surfaces regularly while players and fans are present.
 - Staff must serve food directly to customers and remove self-serve condiment stations (e.g. provide customers with condiment packets upon request).
 - Whenever possible, practice social distancing between staff.
 - All employees directly interacting with customers should wear face coverings.
 - All food code regulations must still be followed.
 - Employees should wash hands frequently; provide hand sanitizer for customers.
- Team organized practices and games for other sports may remain suspended.



COVID-19: Addendum to Agreement for Use of Municipal Property for Sports or Other Recreational Activities

This Addendum to Agreement (“Addendum”) is made and entered into as of the ____ day of June, 2020, by and between Northeast Nebraska Crush Baseball (“Licensee”) and the City of Wayne, a municipal corporation (“Licensor”).

RECITALS

- A. The parties previously executed an Agreement effective as of November 19, 2019, (the “Agreement”) relating to certain real property as described in the Agreement (the “Premises”).
- B. Licensee has utilized the Premises for organizing and operating adult and/or youth team sports on municipal playing field(s), court(s), or other grounds suitable for sports and other recreational activities, and/or the associated structures and improvements included therewith.
- C. Licensor recognizes the additional requirements associated with operating the Premises as a result of the ongoing COVID-19 and novel coronavirus situation.
- D. Licensee desires to continue to utilize the Premises for adult and/or youth team sports or other recreational activities and is willing to enter into this Addendum in order to ensure that the operation of the real property during all practices and games follows the current applicable rules for safe operation.
- E. The parties desire to amend the Agreement to clarify certain management obligations of Licensee in effect as a result of the COVID-19 and novel coronavirus situation.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Management. The parties acknowledge and agree that Licensee shall be solely responsible for the operation and management of the Premises during the term of the Agreement when the Premises are being utilized for organized adult and/or youth team sports or other recreational activities, including, but not limited to, games, practices, and related activities. Licensee shall be responsible for operating and managing the Premises in accordance with all applicable rules and regulations of any governmental entity with jurisdiction over the Premises, including, but not limited to, the *June 1st Statewide Sports Reopening Guidelines*, issued by the State of Nebraska attached hereto as Exhibit “A” and incorporated herein by this reference, any other comparable guidelines that may be promulgated by the State of Nebraska regarding sports or other recreational activities, and any amendments, replacements, or supplements thereto, any applicable directed health measure, and all resolutions and ordinances of Licensor (collectively the “Rules”). Licensee represents and covenants to Licensor that Licensee is familiar with the

Rules and that Licensee shall operate and manage the Premises in accordance with the Rules. Licensee shall ensure that all coaches or appropriate personnel utilizing the Premises shall conduct themselves and their teams in accordance with the Rules. Licensee agrees to provide training and education as appropriate to all coaches or team managers to ensure that the Rules are followed. It shall be the responsibility of Licensee to ensure all teams, coaches, and players utilizing Licensor's premises, whether a member of Licensee or another team, sign the attached COVID-19: YOUTH BASEBALL AND SOFTBALL PARTICIPANTS AGREEMENT.

2. Annual Fee. Licensee's annual fee of \$1,400 shall be waived for the 2020 season.

3. Maintenance. Licensee shall be responsible to maintain the Premises in accordance with the Rules so that the Premises may be utilized for adult and/or youth team sports or other recreational activities hereunder. Such obligation shall include, but not be limited to, cleaning and disinfecting restroom facilities regularly while players and fans are present, and placing markings on the ground to ensure individuals waiting to use the restroom are spaced six (6) feet apart, if any such restroom facilities are included and open for use on the Premises. Licensee shall also ensure that the concession stand, if any, is only allowed to open if all requirements set forth in the Rules are followed. Licensee shall ensure that the stands, bleachers, or other facilities are only utilized in accordance with the applicable Rules and that any spectators are those permitted to be in attendance at the Premises in accordance with the Rules.

4. Insurance. During the term of the Agreement, Licensee shall, at its own cost and expense, procure and continue in force such insurance policies as are required by Licensor. Such insurance shall, at a minimum include commercial general liability insurance with a combined policy limit of at least \$1,000,000 or such other amount as is reasonably agreed to by the parties. Licensor shall be named as an additional named insured on all such policies of insurance. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or a certified copy thereof, or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium, shall be deposited with Licensor prior to the commencement date of the term hereof and within ten (10) days of the each anniversary date thereafter. If possible and financially feasible, Licensee shall endeavor to have the foregoing insurance policy provide coverage for issues related to COVID-19, novel coronavirus, or similar issues. Licensee shall provide workers' compensation and employer liability coverage as may be required by the State of Nebraska.

5. Indemnification. Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees to the extent the same arise out of or in any way connected with Licensee's or Licensee's agents' use of the Premises during the term hereof. Whether the same are raised during the term hereof or after. Without limiting the foregoing,

the parties acknowledge and agree that the foregoing indemnification specifically includes any claims, damages, or causes of action and all liability, cost or expense specifically including court costs and all reasonable attorney fees for any COVID-19, novel coronavirus, or related issues.

6. Reconfirm Other Terms. All other terms and conditions of the Agreement are hereby confirmed by Licensor and Licensee, except to the extent they expressly conflict with the terms of this Addendum.

7. Counterparts. This Addendum may be executed in two or more counterparts, all of which shall, in the aggregate, be considered one and the same instrument.

8. Terms. Any capitalized terms used herein and not otherwise defined in this Addendum shall have the meaning assigned in the Agreement.

IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the day and year first above written.

NORTHEAST NEBRASKA CRUSH
BASEBALL, LICENSEE

By: Joe Wendte
Its: President

THE CITY OF WAYNE, NEBRASKA, a
Municipal Corporation, "LICENSOR"

By: Cale Giese
Its: Mayor

COVID-19: Participants Agreement for Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): _____

Address: _____

Municipality: _____ State: _____ Zip: _____

Telephone #: _____

Age of Participant _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other group recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other group recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, or official ("Participant") being allowed to participate in adult and/or youth team sports or other group recreational activities on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE every city or village (hereinafter, **Municipality**) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other group recreational activities, together with each such **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication

or related disease or condition, occurring as a result of entering the property of any such **Municipality**, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of any such **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other group recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such **Municipality** in connection with any game, practice, or other group recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.

3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other group recreational activity at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

Signature of Parent
(If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable)
4842-4390-9309, v. 2

Print Clearly or Type Name of Legal Guardian

RESOLUTION NO. 2020-30

A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, and Wes Blecke, City Administrator, have entered into an employment agreement.

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

1. The attached Employment Agreement is approved and adopted.
2. The parties are directed to execute said Employment Agreement.

PASSED AND APPROVED this 2nd day of June, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this ____ day of June, 2020, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as “City,” and Wes Blecke, hereinafter referred to as “Employee.”

WHEREAS, the City desires to employ the services of Wes Blecke as City Administrator of the City of Wayne, Nebraska, as provided by the Wayne Municipal Code; and

WHEREAS, the Employee desires to obtain employment as the City Administrator of the City under the terms and conditions as hereinafter set forth; and

WHEREAS, it is the desire of the City to provide certain benefits to establish certain conditions of employment, and to set working conditions of the Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION I.
DUTIES**

1.1. The Employee agrees to perform and have the following duties and responsibilities as an integral part of the position of City Administrator as follows:

A. Pursuant to law and the City Administrator’s authority, execute all laws of the State of Nebraska applicable to city administrators and municipalities, and ordinances of the City, as are required to maintain the public health, safety, and welfare of inhabitants of the City.

B. Attend all necessary meetings of the governing body and make all necessary and proper recommendations for the proper functioning of the City.

C. Perform all duties required by the Administrator’s office, as directed by the City.

D. Prepare and submit to the governing body all reports required by it and that the Employee may consider advisable and appropriate.

E. Keep the governing body fully advised of the City’s financial condition.

F. Keep the governing body of the City advised of the City’s future needs, based upon the goals of the City.

G. Prepare and submit to the City an annual budget.

H. Serve as City’s purchasing agent.

I. Serve as City’s general manager of utilities.

J. Recommend rules and regulations for the governing body and departments of the City that may be necessary for efficient, economic conduct of the business of the City.

K. Keep the City advised and informed of the needs and conditions of all agencies and employees under the Employee's direction and maintain continuous liaison with appropriate community groups, organizations, and individuals.

L. Perform all duties and obligations specified in the City Municipal Code and applicable Nebraska Statutes and perform such other legally permissible and proper duties and functions as the governing body may from time to time assign.

1.2. Employee shall be fully informed and current on local government and management and utility management, and except as otherwise set forth herein devote the Employee's full time to the services, employment, and requirements of the City.

1.3. The job description may be adjusted from time to time by the mutual agreement of the parties hereto, although at all times, such job description shall be consistent with and not contrary to the lawful authority given to city administrators by Statute and by local ordinances.

1.4. Subject to the foregoing, Employee may continue his work as athletic coaching, provided such work does not materially interfere with Employee's duties hereunder.

SECTION II. BASE SALARY

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of **\$101,000.00**. Said annual base salary shall be payable in equal installments at the same time as other employees of the City are paid. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately May/June of each year, or at such other times as the governing body shall deem necessary or advisable. Salary increases are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

SECTION III. BENEFITS

3.1. The City agrees to provide Employee with professional liability insurance for the actions of the Employee conducted within the scope of his employment with the City in an amount of not less than \$1,000,000.00.

3.2. The City agrees to provide Employee, his spouse, and dependents, hospitalization, surgical, and comprehensive medical insurance, and to pay or contribute to the premiums thereon in a manner equal to and upon the same terms and conditions as provided from time to time for other City employees.

3.3. The City agrees to provide Employee with a term life insurance policy in an amount not less than Employee's annual salary. Employee shall have the right to name the beneficiaries, the right of conversion and continuation, and any face value shall belong to the Employee.

3.4. The City agrees to provide Employee with disability leave on the same basis as is provided to other City employees pursuant to the City personnel manual.

3.5. The City agrees to provide Employee with long-term disability insurance coverage equal to that provided to other City employees.

3.6. The Employee shall earn one hundred twenty (120) hours paid vacation leave and may carry over vacation leave up to a maximum of two hundred eighty (280) hours. At least once per year, the Employee shall take not less than forty (40) consecutive hours vacation. After being employed by the City for a total of ten years, said vacation leave shall be adjusted to 4 weeks, and after twenty years, it shall be adjusted proportionately thereafter in compliance with the City's vacation schedule.

3.7. The City shall provide Employee with time off for all Federal, State and local holidays as from time to time established for all City employees by the governing body.

3.8. The City, being a member of the ICMA Retirement Corporation Deferred Compensation Program, will match the Employee's contribution up to 6% of the employee's monthly salary or in an amount not less than that provided to other city employees, starting 180 days after employment.

3.9. The City will pay for professional dues and subscriptions of the employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. These include such organizations as the International City Managers Association, Nebraska City Managers Association, American Public Works Association, Nebraska Planning & Zoning Association, and related subdivisions of these organizations. Conference attendance will be paid by the City, subject to budget consideration and council approval, to the Nebraska conference every year and ICMA conference every other year.

3.10. The City agrees to pay Employee a monthly vehicle allowance in the amount of \$150.00 for the use of personal vehicle for City business, and in addition, to reimburse the Employee at the latest maximum IRS approved rate per mile for all use of his personal vehicle for travel on City business outside of the City. The Employee shall record and supply in support of all reimburses mileage, suitable records sufficient to establish the dates, details, and purposes of such travel. The Employee shall also maintain such other recordkeeping as to the use of his personal vehicle for City business, as shall be necessary in order for the City to prepare such reports or maintain such records as may from time to time be necessary or required for Federal or State income tax reporting purposes.

3.11. The City hereby agrees to budget and to pay travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee, and adequately to pursue necessary official and other functions for the City, and for short courses, institutes, and seminars that are necessary for professional development and for the good of the City when deemed appropriate by the Employee and approved by the City.

3.12. The City recognizes the desirability of representation in and before local, civic, and other organizations, and the Employee is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided that City will pay membership dues for one such club selected by the Employee.

3.13. All provisions of City ordinances, regulations, and personnel rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other employment benefits, as they now exist or hereafter may be amended, shall also apply to the Employee as they would other employees of the City, in addition to other benefits enumerated specifically herein for the benefit of the Employee, except if they are in conflict with the express provisions of this agreement, in which case this agreement shall supersede any conflicting provision.

**SECTION IV.
HOURS OF WORK**

4.1. It is contemplated that the Employee's duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that the Employee will be expected to devote more than a basic forty-hour work week to perform those duties. However, in relation to unusual demands upon the Employee's time, the Employee will be allowed to take a reasonable amount of compensatory time off as he shall deem appropriate, although not to the prejudice of his responsibilities as City Administrator.

**SECTION V.
TERM OF AGREEMENT**

5.1. The term of this agreement shall commence on the 1st day of June, 2020, and shall remain in effect through May 31, 2021, and may be terminated as provided herein. This agreement and any termination hereunder shall comply with all applicable Federal, State and local laws, codes and regulations, and rules. In the event this Agreement is not terminated as provided herein, the Agreement shall automatically renew for one (1) year from the expiration of this agreement (a "Renewal Term") and will automatically renew for successive Renewal Terms thereafter unless terminated as provided herein. This agreement shall supersede any previous or current employment agreement between Employee and City.

5.2. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, with or without cause, and the parties acknowledge Employee will serve at the will of the City, subject to the provisions of Section VI of this Agreement.

5.3. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 6.2 of this agreement.

**SECTION VI.
TERMINATION**

6.1. Termination by City for Cause. During any Term, the Mayor may terminate Employee's employment and any and all rights or benefits of Employee or obligations of the City under this Agreement for Cause. Prior to doing so, the Mayor will seek the sense of the Council regarding such termination through a non-binding vote of the Council, but authority for termination shall ultimately reside with the Mayor.

(i) Definition of "Cause." For purposes of this Agreement, "Cause" shall be defined to include any of the following:

- Employee's conviction or plea of guilty or no contest to any felony or any crime involving moral turpitude, dishonesty or fraud;
- Breach of this Agreement;
- Commission of any dischargeable offense as defined in the Personnel Rules of the City;
- Immoral conduct affecting the performance of Employee's duties; or
- Inefficiency or incompetence in office, which Employee has failed to correct after written notice.

6.2. Termination for Reasons Other Than Cause, and Consideration Given for Release of All Claims Against City. Either party may terminate this Agreement during any Term for any reason whatsoever upon sixty (60) days' written notice to the other party.

(i) Sense of Council. In the event the Mayor, during any Term under this Agreement, terminates Employee's employment for reasons other than Cause, prior to such termination, the Mayor will seek the sense of the Council regarding such termination through a non-binding vote of the Council, but authority for termination shall ultimately reside with the Mayor.

(ii) In the event of termination by the Mayor during any term for reasons other than Cause, the City agrees to pay Employee an amount equivalent to six (6) months of Employee's Base Salary and six (6) months of health insurance premiums at the level of coverage at the time of termination, but excluding the City's obligation for (1) retirement, (2) benefits other than as described above in this Section, and (3) any allowances for said six (6) month period. Such payment shall be made over the course of six (6) months, shall commence within thirty (30) days of termination of Employee's employment by the City, and shall be made on the City's regular paydays and pursuant to the City's regular payroll practices ("Severance").

(iii) Conditions of Severance Payment. As a condition to payment of any Severance to Employee, Employee does hereby waive and release the City, and its elected and appointed officials, managers, employees, attorneys, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including but not limited to, an alleged breach of this Agreement (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that Employee's termination by the City deprived Employee of a property interest in continued employment with the City and/or of a liberty interest in Employee's good name and reputation, and will execute appropriate documentation demonstrating such waivers and releases as a condition of payment.

(iv) Employee, in accepting this Severance, agrees after termination of employment with the City that he will voluntarily participate and cooperate with the City in the defense of the City and its elected and appointed officials, managers, employees, attorneys, and agents, and the prosecution of any action or proceeding about which Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.

6.3. Termination by Reason of Employee's Death. If Employee dies during the Term of this Agreement, the City shall only be obligated to pay Employee his Base Salary and other compensation up to and including the date of Employee's death.

6.4. Termination by Reason of Employee's Disability. If Employee becomes Disabled during the Term of this Agreement, the City shall be obligated to pay Employee his Base Salary up to and including the date on which it is determined that Employee is Disabled. For purposes of this Agreement, Employee shall be deemed "Disabled" if a physical or mental condition or impairment renders Employee unable to perform Employee's normal and customary duties under this Agreement, with or without reasonable accommodation. If a dispute arises with respect to whether Employee is Disabled, the Disability of Employee shall be determined by a qualified medical doctor mutually selected by the City and Employee. In the event the parties cannot agree on the selection of a qualified medical doctor, each party shall select one qualified medical doctor and these two qualified medical doctors will mutually select a third qualified medical doctor who will then determine whether Employee is Disabled for purposes of this Agreement.

**SECTION VII.
EMPLOYEE EVALUATION**

7.1. The governing body and Employee shall establish a mutually acceptable procedure for evaluating the Employee's performance.

**SECTION VIII.
INDEMNIFICATION**

8.1. The City shall defend, hold harmless, and indemnify the Employee against any tort or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Administrator. The City or its insurance carriers may compromise or settle any such claim or suit, and the City shall pay the amount of any settlement or judgment rendered thereon.

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee