

AGENDA
CITY COUNCIL MEETING
COMMUNITY ROOM
WAYNE COMMUNITY ACTIVITY CENTER
January 19, 2021

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 Community Room at the Wayne Community Activity Center as well as on the City of Wayne website at cityofwayne.org/8/Government.

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 – January 5, 2021](#)

3. [Approval of Claims](#)

4. Report – Brian Kesting, Information Technology Specialist

5. [Public Hearing: To consider the Planning Commission’s recommendation in regard to a request to rezone from A-1 \(Agriculture\) to A-2 \(Agriculture Residential\). The applicant, Layne Mann, is seeking the request to separately parcel the house and outbuildings on a 2.5 acre lot. The requested area to be rezoned is more accurately described as: A tract of land located in the North 1/2 of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska. \(Advertised Time: 5:30 p.m.\)](#)

6. [Ordinance 2021-4: Amending the Zoning Map – A tract of land located in the North 1/2 of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska, from A-1 \(Agriculture\) to A-2 \(Agriculture Residential\)](#)

Background: The property owners want to sell off the acreage, but do not want to sell the minimum lot size for A-1 of more than 10 acres. Thus, they want to rezone so they can sell off a 2.5 acre lot.

7. [Public Hearing: To consider the Planning Commission’s recommendation in regard to a Final Plat for “Beckman Farm Subdivision.” The applicant is Mann Acres, LLC, and the area of the subdivision is more particularly described as: A tract of land located in the North 1/2 of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska. \(Advertised Time: 5:30 p.m.\)](#)

Background: This is the same area that was rezoned in the previous agenda item. This will create the 2.5 acre lot the property owners wish to sell. The plat will include the entire property so the owners have the ability to sell off a few more lots if they wish in the future via an administrative subdivision.

8. [Resolution 2021-4: Approving the Final Plat for “Beckman Farm Subdivision”](#)

9. Public Hearing: To consider the Planning Commission’s recommendation in regard to a Preliminary Plat for “Greenwood Addition.” The applicant is the City of Wayne, and the area is located in the E1/2SE1/4SW1/4 of Section 12, T26N, R3E of the 6th P.M., Wayne County, Nebraska. (Advertised Time: 5:30 p.m.)

Background: This plat, when finalized, will allow the City to take ownership of the west driveway in the cemetery which provides access to the west water tower. The preliminary plat shows the layout of the existing driveway lays within the platted outlot. By taking ownership of the outlot as shown, the City would have the ability to improve the concrete driveway this summer.

10. [Resolution 2021-5: Approving the Preliminary Plat for “Greenwood Addition”](#)

11. [Ordinance 2021-3: Amending Wayne Municipal Code, Title VII Traffic Code, Chapter 78 Parking, Section 78-126 Prohibited Parking; Northeast Quadrant of the City \(Second Reading\)](#)

12. [Resolution 2021-6: Accepting Proposal and Approving Engineering Agreement between the City of Wayne and McLaury Engineering, Inc., for the 4th Street, Thorman Street and Cityside Drive Projects](#)

Background: City staff is anticipating possible stimulus money from the Feds in a President Biden administration. It is good to have some projects “ready to go” once this money becomes available and likely has a short turn around for grant awards. 4th Street paving to the east to Centennial Road has already been preliminarily designed by McLaury. City staff has asked McLaury to finalize these designs and also include extending Thorman Street south to 4th Street. Utilities will also be reviewed and designed.

13. [Resolution 2021-7: Approving the appointment of Amy K. Miller as City Attorney and Retainer Agreement](#)

14. [Review of the City of Wayne Employee Personnel Manual – Chapters 7-13](#)

Background: Attached are the next sections of the Personnel Manual for your review. Again, a seven-member committee was established to review and make recommended changes to the City of Wayne’s Personnel Manual. Once those changes were made, the manual was given to City Administrator Blecke and City Attorney Miller to review. The manual will be brought to you in three sections for review. This is Part 2. Once the entire manual has been reviewed by you, the same will be brought forward in its entirety for approval by Resolution.

15. Discussion concerning possible shovel-ready project – 21st Street and Centennial Road

Background: City staff is anticipating possible stimulus money from the Feds in a President Biden administration. It is good to have some projects “ready to go” once this money becomes available and likely has a short turn around for grant awards. We would like to start working with the County to engineer Centennial Road to 21st Street, and 21st Street back west to

current pavement. City staff recommends that these streets be built as City streets with our requirements. The County will discuss this matter the morning prior to the next City Council meeting.

16. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
January 5, 2021**

The Wayne City Council met in regular session in the Community Room of the Wayne Community Activity Center on January 5, 2021, 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, Nick Muir, Yasuko Taoka, Jason Karsky, Matt Eischeid, and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Chris Woehler.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 24, 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 Community Room of the Wayne Community Activity Center, 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 Brodersen made a motion, which was seconded by Councilmember Eischeid, to approve the minutes of the meeting of December 15, 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 Woehler who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 956.14; ALARCON-FLORY,PERLA, SE, 25.00; AMERITAS, SE, 180.75; AMERITAS, SE, 2059.28; AMERITAS, SE, 72.00; AMERITAS, SE, 29.87; ANDERSON, MAX, SU, 34.25; APPEARA, SE, 102.02; ARC-HEALTH & SAFETY, FE, 60.00; AWWA, FE, 328.00; BLACK HILLS ENERGY, SE, 1503.63; BOMGAARS, SU, 1662.15; BROWN SUPPLY, SU, 230.42; CARHART LUMBER CO, SU, 927.97; CENTURYLINK, SE, 425.57; CITY EMPLOYEE, RE, 317.20; CITY

EMPLOYEE, RE, 165.20; CITY EMPLOYEE, RE, 77.14; CITY EMPLOYEE, RE, 21.83; CITY EMPLOYEE, RE, 187.20; CITY EMPLOYEE, RE, 10.14; CITY EMPLOYEE, RE, 126.72; CITY OF WAYNE, PY, 77764.63; CITY OF WAYNE, RE, 593.09; CORE & MAIN LP, SU, 5342.80; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DAVIS, JENNIFER, RE, 50.00; EAKES OFFICE PLUS, SE, 1988.88; ECHO GROUP, SU, 404.76; FIRST CONCORD GROUP, SE, 2697.80; FLOOR MAINTENANCE, SU, 256.66; GENO'S STEAKHOUSE, SE, 1659.57; GERHOLD CONCRETE, SU, 115.72; GROSSENBURG IMPLEMENT, SU, 113.57; HAWKINS, SU, 572.50; HILAND DAIRY, SU, 174.06; HTM SALES, SU, 2339.58; HYPERION, SE, 81.00; ICMA, SE, 9354.24; ICMA, SE, 9655.30; INTERNATIONAL PUBLIC MANAGEMENT, SU, 104.00; IRS, TX, 10.76; IRS, TX, 13217.46; IRS, TX, 9972.45; IRS, TX, 3091.12; IRS, TX, 86.80; IRS, TX, 20.30; JACK'S UNIFORMS, SU, 352.80; JASON SEARS FLOORING, SU, 19.24; JEO CONSULTING GROUP, SE, 2748.44; JOHN'S WELDING AND TOOL, SU, 98.84; KASEYA US, SE, 154.86; MARCO, SE, 175.92; MICHAEL TODD & CO, SU, 256.41; MIDWEST ALARM SERVICES, SE, 978.43; MIDWEST TURF & IRRIGATION, SU, 55272.00; MUNICIPAL SUPPLY, SU, 771.26; NE AIR FILTER, SU, 338.49; NE DEPT OF REVENUE, TX, 3.86; NE DEPT OF REVENUE, TX, 4191.66; NE LAW ENFORCEMENT, FE, 135.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 138.00; NNEDD, SE, 630.00; NORTHEAST POWER, SE, 18917.44; ROBERT WOEHLE & SONS, SE, 58637.50; SIOUX SALES COMPANY, SU, 119.95; STADIUM SPORTING GOODS, SU, 300.00; STAPLES, SU, 54.99; TYLER TECHNOLOGIES, SE, 2414.76; UNIVERSITY OF NORTHERN IOWA, FE, 695.00; USA BLUE BOOK, SU, 163.75; VIAERO, SE, 66.06; WAYNE COUNTY COURT, RE, 150.00; WESCO, SU, 588.50; WIGMAN COMPANY, SU, 38.46; AMERICAN BROADBAND, SE, 2443.88; AMERITAS, SE, 218.38; AMERITAS, SE, 2452.06; AMERITAS, SE, 72.00; AMERITAS, SE, 40.54; APX, FE, 1044.72; ASCAP, FE, 367.00; CITY EMPLOYEE, RE, 943.46; CITY EMPLOYEE, RE, 277.94; CITY EMPLOYEE, RE, 1343.18; CITY EMPLOYEE, RE, 27.69; CITY OF WAYNE, PY, 82501.67; CITY OF WAYNE, RE, 450.00; CITY OF WAYNE, RE, 277.94; COLONIAL RESEARCH, SU, 108.14; DEARBORN LIFE INSURANCE COMPANY, SE, 86.50; EASYPERMIT POSTAGE, SU, 865.21; GLOBAL PAYMENTS INTEGRATED, FE, 40.75; HILAND DAIRY, SU, 257.15; IRS, TX, 14238.76; IRS, TX, 11173.25; IRS, TX, 3330.08; JEO CONSULTING GROUP, SE, 1410.00; MERCHANT SERVICES, FE, 2686.58; MERCHANT SERVICE, FE, 144.64; MERCHANT SERVICES, FE, 1695.09; MILLER LAW, SE, 5416.67; NE DEPT OF REVENUE, TX, 4683.26; NNEDD, SE, 120.00; NORTHEAST POWER, SE, 6699.00; PAC N SAVE, SU, 787.87; POSTMASTER, FE, 150.00; QHA CLEANING, SE, 1375.00; TRI-STATE COMMUNICATIONS, SU, 6601.46; WAED, SE, 8592.41; WORLDPAY INTERGRATES PAYMENTS, FE, 157.92

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

Casey Junck, Water/Wastewater Superintendent, gave a report on what is taking place in his department.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne.

Joel Hansen, Street & Planning Director, stated the Planning Commission met on December 7, 2020, to review the “Future Land Use Map of the Comprehensive Plan.” The Planning Commission has begun the process of reviewing annually the “Future Land Use Map” and has brought forth the following revisions, which will place the zoning request to follow in compliance with the new “Future Land Use Map” should the change be approved. The revision would be in the area south of East 3rd Street between Logan and Windom Streets, which currently shows the area as Multifamily Residential being changed to Mixed Use Residential/Commercial.

The Planning Commission recommended approval of the Future Land Use Map with the “Finding of Fact” being staff’s recommendation.

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

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

Councilmember Eischeid introduced Ordinance No. 2021-1, and moved for approval thereof; Councilmember Spieker seconded.

ORDINANCE NO. 2021-1

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 Woehler who was absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, 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 Woehler who was absent, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to move for final approval of Ordinance No. 2021-1. Mayor Giese stated the motion, and the result of roll

call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to a request to rezone property from R-3 (Residential) to B-3 (Neighborhood Commercial). The applicant, Diana Zach, is seeking the request to rezone 212 Windom Street, 313 E. 3rd Street and 321 E. 3rd Street, from R-3 to B-3.

This property is at the corner of 3rd and Windom Streets. The applicant would like to tear down the quonset and put up a new storage facility. The use is already established, but because of how the applicant wants to change the overhead doors, she needs to change some of the setbacks on the property lines, which is the reason for the zoning change.

Joel Hansen, Street and Planning Director, advised the Council that the Planning Commission held a public hearing on December 7, 2020, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

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

Dave Zach was present to answer questions.

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

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

Councilmember Spieker introduced Ordinance No. 2021-2 and moved for its approval; Councilmember Brodersen seconded.

ORDINANCE NO. 2021-2

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY OR AREA KNOWN AS 212 WINDOM STREET, 313 E. 3RD STREET, AND 321 E. 3RD STREET, CITY OF WAYNE, FROM R-3 (RESIDENTIAL) TO B-3 (NEIGHBORHOOD COMMERCIAL DISTRICT).

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

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, 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 Woehler who was absent, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to move for final approval of Ordinance No. 2021-2. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the "Preliminary Plat for the Beckman Farm Subdivision." The applicant for the request is Mann Acres, LLC. The area of the subdivision is more particularly described as: A tract of land located in the North 1/2 of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska.

Joel Hansen, Street and Planning Director, stated the Planning Commission held a public hearing on December 7, 2020, and approved the same with the "Findings of Fact" being:

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

The owner wishes to sell the acreage, which is smaller than what the current zoning will allow.

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

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

Councilmember Brodersen introduced Resolution 2021-1, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2021-1

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE "BECKMAN FARM SUBDIVISION," WAYNE COUNTY, NEBRASKA.

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

Mayor Giese declared the time was at hand for the public hearing on the land acquisition from the Wayne Community Redevelopment Authority. This is the property located on Fairgrounds Avenue.

The legal descriptions is as follows:

Tax Lot 22 in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., City of Wayne, Wayne County, Nebraska.

The purchase price is \$24,300

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

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

Councilmember Eischeid introduced Resolution 2021-2, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2021-2

A RESOLUTION APPROVING THE ACQUISITION OF TAX LOT 22 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4, EAST OF THE 6TH P.M., CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FOR THE AMOUNT OF \$24,300.00.

Councilmember Muir explained why he would be casting a Nay vote on this matter. He was a member of the Wayne Community Redevelopment Authority when action on approving the sale to the City took place. His opinion was that this property should have been sold to the business who had made the original offer, and he wants to stay consistent with that vote.

The plan for the property is to try to negotiate with the adjoining property owners to work out some type of land swap, etc., to expand the street department's building.

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

Administrator Blecke stated that ALLO Communications, LLC, is continuing to prepare to build-out technology infrastructure to the entire Wayne community in 2021. They are requesting the ability to work city-wide to enhance the efficiencies of the build-out. ALLO has submitted detailed plans to staff. Staff felt an additional agreement with them made sense to make sure the over-build went as smoothly as possible. The permit fee for this will be \$1,800.00 (the same fee as in Lincoln – \$600 per pon). This is for the entire community; it is not block by block. Within six months, they are proposing to have the project completed. He has visited with a couple of other communities in which ALLO is working, and they have not had any issues with them.

Mayor Giese stated that if another company would want to do this, we now have a template or protocol for them to do this as well. He wants to be fair to anyone else that wants to do this.

It was noted that this is less expensive than going through the traditional right-of-way permit process. Mr. Hansen, in response to Mayor Giese's question, stated he thought the permit process is necessary since they are working in the City's right-of-way.

Mayor Giese stated that the nature of this request is fundamentally different than what we have been dealing with in the past because of the size of the project and the details the City was being provided for the size, where typically we are engaged in smaller projects that are smaller in scope that would require city staff to take time to make sure that that plan works.

Dwight Winger and Al Schroeder, representing ALLO Communications, LLC, were present to answer questions. This will help expedite the completion of the network in Wayne. In addition, they noted construction methods have changed throughout the years.

Councilmember Eischeid introduced Resolution 2021-3, and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2021-3

A RESOLUTION APPROVING INITIAL COMMUNITY-WIDE TECHNOLOGY OVER-BUILD AGREEMENT BETWEEN THE CITY OF WAYNE AND ALLO COMMUNICATIONS, LLC.

Danny Rockhill, representing BNT, stated they started their project a year ago and have been doing it block by block, and they would like to discuss the matter outside this meeting.

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

Joel Hansen, Street and Planning Director, stated that with some new houses being built in the Vintage Hills 3rd Addition, staff realized the parking ordinances were never updated to limit parking to one side of the street in that neighborhood. This includes East 21st Street, which is a major arterial street, with large trucks using it to access the industrial area on the east side of town. Staff's recommendation is to prohibit any parking on East 21st Street. The proposed changes include no parking on the following streets:

- The north side of the centerline of Vintage Hill Drive from the east line of Claycomb Road east to a point 117 feet east of the east line of Claycomb Road
- The south side of the centerline of East 21st Street from the east line of Main Street east to the city limits
- The north side of the centerline of East 21st Street from the east line of Main Street east to the city limits
- The south side of the centerline of Adam Drive from the east line of Claycomb Road east to the west line of Vintage Hill Drive
- The east side of the centerline of Jordan Drive from the north line of Adam Drive north to a point 155 feet north of the north line of Adam Drive

Councilmember Eischeid introduced Ordinance No. 2021-3, and moved for approval thereof; Councilmember Buck seconded.

ORDINANCE NO. 2021-3

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 Woehler who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Back in April 2020, Council approved delaying payments on the LB 840 loans, as well as City-held assessments, for businesses. Council had asked at that time that this decision be reviewed in about 6 months. After discussing the matter with Wayne Area Economic Development (WAED), the local business community would appreciate additional time with their LB 840 loan commitments. One proposal is to allow businesses a certain timeframe to generate stable revenue before the loans are due again. This could be sometime in 2022.

Luke Virgil, Executive Director for WAED, updated the Council on his communication with the businesses that have received LB 840 loans. He stated there were 21 businesses. They were asked if they would be in favor of having more flexibility to make their payments or work out a different amortization schedule. Ten of the businesses said yes and nine said no.

Mr. Virgil did not know what the time frame should be. A suggestion was 30 months from when the pandemic started, which was in March, 2020, or September, 2022. That would give people the entire year of 2021 to start recovering revenues and most of 2022 to build up that cash so they can start making payments again. The recommendation would be that if the business has to use the entire grace period, that the amortization schedule and promissory note be rewritten so that the entire loan is being kicked down the road three years.

Beth Porter, Finance Director, stated right now, there is approximately \$258,000 in the LB840 fund. The debt for this fiscal year has been paid.

The ability to make a new LB 840 loan is there even if we give a grace period on the repayments.

Mayor Giese noted the first priority is to keep the businesses open; the second priority is to collect the full amount to keep that a revolving fund.

It was noted that this basically would be a 30-month loan extension; interest would not accrue; and the business owner would have to request to have it paused and reworked. Otherwise, you are staying on your old time/payment schedule.

Councilmember Spieker asked if Council should make a motion authorizing city staff to negotiate individually with each business for a deferred repayment of their LB 840 loan on or after September 1, 2022. After discussion, it was noted that they need to notify city staff before February 28, 2021.

Councilmember Spieker was trying to write out his motion so it covers everything that was talked about. Attorney Miller stated the motion could be as simple as saying “to re-evaluate the LB 840 discussion and authorize city staff, upon request, to allow businesses to extend their payment(s) pursuant to negotiations with each business owner.”

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to re-evaluate the LB 840 discussion and authorize city staff, upon request, to allow businesses to extend their payment(s) pursuant to negotiations with each business owner. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried.

Council reviewed and discussed Chapters 1-6 of the City of Wayne Employee Personnel Manual. Mayor Giese recommended revisions to Section 2.1 Policy, barring any legal restrictions.

The City of Wayne is an equal opportunity employer. Discrimination against any ~~person in recruitment, selection, appointment, classification, compensation, duty assignment, work schedule, working condition, leave authorization, training, promotion, discipline, retention, or any other aspect of personnel management because of political or religious opinions or affiliations, or because of race, color, national origin, marital status, veteran status, or other~~ non-merit based factor is prohibited. Discrimination on ~~any the~~ basis ~~of age, sex, or physical requirements~~ is prohibited except where specific age, sex, or physical requirements constitute statutory or other bona fide occupational qualifications necessary for proper and efficient administration.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, to enter into executive session to protect the public interest to be updated on the Federal Lawsuit matter regarding the Police Department, and to allow City Administrator Blecke, City Clerk McGuire, City Attorney Miller, and Police Chief Chinn to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried, and executive session began at 7:28 p.m.

Mayor Giese, again, stated the matter to be discussed in execution session relates to being updated on the Federal Lawsuit matter regarding the Police Department.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried, and open session resumed at 7:48 p.m.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to enter into executive session to prevent the needless injury to the reputation of an individual who has not requested a public hearing to discuss a personnel matter (the performance review/evaluation of City Attorney Amy Miller), and to allow City Administrator Blecke and City Clerk McGuire to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried, and executive session began at 7:49 p.m.

Mayor Giese again stated the matter to be discussed in execution session relates to the performance review/evaluation of City Attorney Amy Miller.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who was absent, the Mayor declared the motion carried, and open session resumed at 8:08 p.m.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 8:08 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	CHAINSAW/OIL	438.68
AMAZON.COM, LLC	DVD'S/STORYTIME SUPPLIES	1,448.97
APPEARA	LINEN & MAT SERVICE	184.13
ARBOR DAY FOUNDATION	MEMBERSHIP	100.00
ARNIE'S FORD INC	REAR TOE LINK REPAIR	254.30
BAKER & TAYLOR BOOKS	BOOKS	604.62
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	50,005.40
BORDER STATES INDUSTRIES, INC	METER SOCKET	293.18
BROWN SUPPLY CO	RUBBER BLADE	1,035.87
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	16.80
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	671.70
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	21.83
CITY OF WAYNE	UTILITY REFUNDS	955.45
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	63.51
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	612.06
CORE & MAIN LP	WATER METERS	1,267.69
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	16,394.32
DANKO EMERGENCY EQUIPMENT	BLANKET	24.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY	2,597.75
DUTTON-LAINSON COMPANY	ELECTRIC & WATER METERS	13,982.99
ECHO GROUP INC JESCO	CONNECTORS	36.23
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	2,001.74
FAIR MANUFACTURING INC.	HYDRAULIC CONVERSION OF SNOW BODY INSERT/HUB	1,763.04
FAITH REGIONAL PHYSICIAN SERV.	RANDOM DRUG TESTING	199.00
FIRST CONCORD GROUP LLC	2021 FLEX CARDS	168.00
FIRST CONCORD GROUP LLC	FLEX CARD	-168.00
FLOOR MAINTENANCE	TOWELS/BOWLS/CUPS	204.86
FREDRICKSON OIL CO	TIRES	1,465.20
GILL HAULING, INC	SANITATION SERVICE	261.25
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	211.08
HOMETOWN LEASING	CITY HALL COPIER LEASE	436.02
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,437.91
INGRAM LIBRARY SERVICES	BOOKS	703.95
JACK'S UNIFORMS	PANTS	215.80
JOHN'S WELDING AND TOOL LLC	CYLINDER FILLS/WELD IRON	393.14
JOHNSON'S PLUMBING & HEATING	OUTDOOR SENSOR	530.81
KLEIN ELECTRIC	INSTALL CONDUIT FOR HANK OVERIN LIGHTING	4,134.00
LINCOLN WINWATER WORKS CO.	BALL VALVE	484.99
LINDLEY, NATE	BUILDING PERMIT DEPOSIT REFUND	900.00
LOGIC LAWNS	SIDEWALK SNOW REMOVAL	195.00
LUTT OIL	GASOLINE	5,225.21

Vendor	Payable Description	Payment Total
MALLOY ELECTRIC	WHEEL	65.85
MATHESON-LINWELD	OXYGEN	35.06
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	321.00
MUNICIPAL SUPPLY INC	WATER METERS	2,336.68
NE DEPT OF REVENUE	2020 LODGING TAX	171.35
NE DEPT OF REVENUE-GAMING DIVISION	KENO LOTTERY TAX	907.00
NE HARVESTORE	PRIMARY ELEMENT	168.02
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	28,303.58
NEBRASKA RECYCLING COUNCIL	MEMBERSHIP DUES	200.00
NORFOLK DAILY NEWS	CAC ADVERTISING	40.00
NOVA FITNESS EQUIPMENT	ELLIPTICAL	4,228.60
OCC BUILDERS LLC	SHADE STRUCTURE	20,240.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	32.67
O'REILLY AUTOMOTIVE STORES, INC.	SILICONE/REPLACEMENT GLASS	30.97
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
QUALITY 1 GRAPHIC	TRAIL SIGN DECALS	25.00
QUALITY FOOD CENTER	COFFEE/ICE	18.73
QUALITY FOOD CENTER	SENIOR CENTER MEAL SUPPLIES	56.79
ROCKMOUNT RESEARCH AND ALLOYS, INC	WELDING WIRE	261.27
SALT CREEK SOFTWARE, INC.	SUPPORT PLAN	2,140.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	222.91
STAPLES, INC	OFFICE SUPPLIES	34.86
STATE NEBRASKA BANK & TRUST	ACH	66.40
TYLER TECHNOLOGIES	INSITE TRANSACTION FEES	2,171.25
US BANK	KEYFOBS/BOOKS/TRAYS/HARD DRIVE/TOOLS	4,896.63
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,411.61
VERIZON WIRELESS SERVICES LLC	CELL PHONES	416.68
VILLAGE OF CONCORD	CHRISTMAS LIGHT BULBS	260.00
WATCHGUARD VIDEO	WARRANTY/SOFTWARE MAINTENANCE	4,750.00
WAYNE AUTO PARTS	FILTERS/WATER PUMP/BEARINGS/OIL/HOSE	1,280.01
WAYNE COUNTY CLERK	FILING FEES	50.00
WAYNE HERALD	CAC ADS	210.00
WAYNE HERALD	ADS AND NOTICES	748.72
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	154.00
WESCO DISTRIBUTION INC	BRACKETS	581.33
WESTERN AREA POWER ADMIN	ELECTRICITY	21,559.44
Y & Y LAWN SERVICE LLC	SPRING/FALL FERTILIZER	380.00
Grand Total:		218,548.89

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: January 13, 2021

TO: Mayor Giese
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison 

At their meeting held on January 11, 2021, the Wayne Planning Commission made a recommendation on the following public hearings; the results of those recommendations are as follows:

Public Hearing: Request to Rezone from A-1 Agriculture to A-2 Agriculture Residential; Applicant: Layne Mann

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Sorenson and seconded by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council to zone the area north and east of the centerline of Dog Creek A-2 Agriculture Residential and to zone the area south and west of the centerline of Dog Creek A-1 Agriculture, with the findings of fact being consistency with the Comprehensive Plan, the Future Land Use map and staff's recommendation. Chair Melena stated the motion and second; all were in favor; motion carried.

Public Hearing: Final Plat for Beckman Farm Subdivision; Applicant: Mann Acres LLC

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Meisenbach and seconded by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council for the Final Plat for Beckman Farm Subdivision, with the findings of fact being consistency with the Comprehensive Plan, the Future Land Use Map and staff's recommendation. Chair Melena stated the motion and second; all were in favor; motion carried.

Memo to Mayor and City Council
January 13, 2021
Page Two

Public Hearing: Preliminary Plat for Greenwood Addition; Applicant: City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Meisenbach and seconded by Commissioner Jones to approve and forward, a recommendation of approval to the City Council for the Preliminary Plat for Greenwood Addition, with the findings of fact being consistency with the Comprehensive Plan, the Future Land Use Map and staff's recommendation. Chair Melena stated the motion and second; all were in favor; motion carried.

JH:cb

ORDINANCE NO. 2021-4

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 NORTH, RANGE 3 EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, FROM A-1 AGRICULTURE DISTRICT TO A-2 AGRICULTURE RESIDENTIAL DISTRICT.

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

Section 1. That the real estate area shown on the attached map be changed and rezoned from A-1 (Agriculture) to A-2 (Agriculture Residential). The area being rezoned is legally described as:

A tract of land located in the North 1/2 of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Beginning at the Northwest Corner of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence N 88°26'30" E on the North line of said Northeast 1/4, 2406.07 feet to a point on the West Right-of-Way line of Highway #15; thence S 75°19'49" E on said Right-of-Way line, 192.08 feet; thence S 01°58'26" E on said West Right-of-Way line, 806.35 feet; thence S 88°00'34" W and perpendicular to said West Right-of-Way line, 433.05 feet to the East Bank of Dog Creek; thence S 31°19'10" E on said East Bank, 142.90 feet; thence S 29°10'11" E on said East Bank, 198.97 feet; thence S 39°16'00" E on said East Bank, 200.48 feet to a point on the South line of the North 1/2 of said Northeast 1/4; thence S 88°11'25" W on said South line, 2442.71 feet to the Southwest Corner of said North 1/2; thence N 01°49'59" W on the West line of said North 1/2, 1332.97 feet to the Point of Beginning, containing 75.66 acres more or less.

Section 2. That the Planning Commission held a public hearing on January 11, 2021, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

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

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described as now in an A-2 (Agriculture Residential District) zone.

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

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

PASSED AND APPROVED this 19th day of January, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



REQUEST FOR REZONING PROPERTY

Applicant Layne Mann, et al Date November 10, 2020

Address 3418 N. Highway 15, Wayne

Legal Description Please see the attached

Rezoning Change From A1 to A2

Reason for Rezoning In order to separately parcel the existing home & outbuildings on a 2.5 acre lot.

Layne Mann
Applicant's Signature

Summary of Chapter 152 - Zoning

From time to time changes in the boundaries of the existing Zoning Districts may be made. The changes can be initiated by the City Council, Planning Commission, or by the owner of the property involved in the change. A Request for Rezoing is first submitted to the Planning Commission for consideration and their recommendation is submitted to the City Council for final action. If passed, the zoning change becomes an Ordinance and is recorded n the public records.

Rezoning procedures begin with the property owner submitting an application to the City Planner. This Rezoning Request gives the legal description of the property, the zoning change, and reasons for the rezoning. In addition to the Rezoning Request, a list of property owners with 300 feet of the proposed rezoning must be submitted. The list must include the property owner and a mailing address.

The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property owners are notified of the proposed rezoning along with the School District. A public notice is published in the local newspaper.

The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove the Rezoning Request or return it to the Planning Commission.

Date Rezoning Request Approved/Denied by Planning Commission December 7, 2020

Date Rezoning Request Approved/Denied by City Council January 11, 2021

Current Fee: \$200 per Hearing, Two Hearings Required (Planning Commission & City Council)

306 Pearl Street
Wayne, NE 68787
404-575-1733
cityofwayne.org

RESOLUTION NO. 2021-4

A RESOLUTION APPROVING THE FINAL PLAT FOR THE "BECKMAN FARM SUBDIVISION," WAYNE COUNTY, NEBRASKA.

WHEREAS, the Planning Commission, upon review of the Final Plat of the "Beckman Farm Subdivision," Wayne County, Nebraska, legally described as:

Legal Description:

A tract of land located in the North 1/2 of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Beginning at the Northwest Corner of the Northeast 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence N 88°26'30" E on the North line of said Northeast 1/4, 2406.07 feet to a point on the West Right-of-Way line of Highway #15; thence S 75°19'49" E on said Right-of-Way line, 192.08 feet; thence S 01°58'26" E on said West Right-of-Way line, 806.35 feet; thence S 88°00'34" W and perpendicular to said West Right-of-Way line, 433.05 feet to the East Bank of Dog Creek; thence S 31°19'10" E on said East Bank, 142.90 feet; thence S 29°10'11" E on said East Bank, 198.97 feet; thence S 39°16'00" E on said East Bank, 200.48 feet to a point on the South line of the North 1/2 of said Northeast 1/4; thence S 88°11'25" W on said South line, 2442.71 feet to the Southwest Corner of said North 1/2; thence N 01°49'59" W on the West line of said North 1/2, 1332.97 feet to the Point of Beginning, containing 75.66 acres more or less.

on January 11, 2021, recommended approval thereof, based upon the following "Findings of Fact:"

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of the "Beckman Farm Subdivision," Wayne County, Nebraska, be approved subject to the recommendations of the Planning Commission and the foregoing "Findings of Fact."

PASSED AND APPROVED this 19th day of January, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-5

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR
“GREENWOOD ADDITION,” CITY OF WAYNE, WAYNE COUNTY,
NEBRASKA.**

WHEREAS, the Planning Commission, upon review of the Preliminary Plat of “Greenwood Addition,” City of Wayne, Wayne County, Nebraska, legally described as:

Legal Description:

A tract of land located in the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 12, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the Southwest 1/4 of Section 12, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence N 02°06’27” W on an assumed bearing on the East line of the Southeast 1/4 of the Southwest 1/4 of said Section 12, 33.00 feet to a point on the North Right-of-Way line of Hwy. #35, said point being the Point of Beginning; thence N 02°06’27” W on said East line, 23.10 feet to a point on said North Right-of-Way line; thence S 88°05’16” W on said North Right-of-Way line, 329.41 feet to the Southwest corner of Greenwood Cemetery, said point being 55.30 feet North of the South line of the Southwest 1/4 of said Section 12; thence N 02°08’14” W on the West line of said Greenwood Cemetery, 1264.97 feet to the Northwest corner of said Greenwood Cemetery and the Northeast corner of Western Ridge II Addition; thence S 87°40’29” W on the North line of said Western Ridge II Addition, 75.02 feet to the Southwest corner of Tax Lot 11; thence N 02°06’27” W on the West line of said Tax Lot 11 and parallel to the East line of said Southwest 1/4, 208.71 feet to the Northwest corner of said Tax Lot 11; thence N 87°36’33” E on the North line of said Tax Lot 11, 208.71 feet to the Northeast corner of said Tax Lot 11; thence S 02°06’27” E on the East line of said Tax Lot 11 and parallel to the East line of said Southwest 1/4, 208.71 feet to a point on the North line of said Greenwood Cemetery; thence N 87°34’22” E on said North line, 856.46 feet to the Northeast corner of said Greenwood Cemetery; thence S 02°21’36” E on the East line of said Greenwood Cemetery, 1290.36 feet to the Southeast corner of said Greenwood Cemetery, said point being on the North Right-of-Way line of Hwy. #35 and 33.00 feet North of the South line of the Southeast 1/4 of said Section 12; thence S 87°31’00” W on said North Right-of-Way line and parallel to said South line, 665.78 feet to the Point of Beginning, containing 30.23 acres, more or less,

on January 11, 2021, recommended approval thereof, based upon the following “Findings of Fact:”

- Consistency with the Comprehensive Plan and the future land use map; and
- Staff’s recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Preliminary Plat of “Greenwood Addition,” City of Wayne, Wayne County, Nebraska, be approved subject to the recommendations of the Planning Commission and

the foregoing "Findings of Fact."

PASSED AND APPROVED this 19th day of January, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



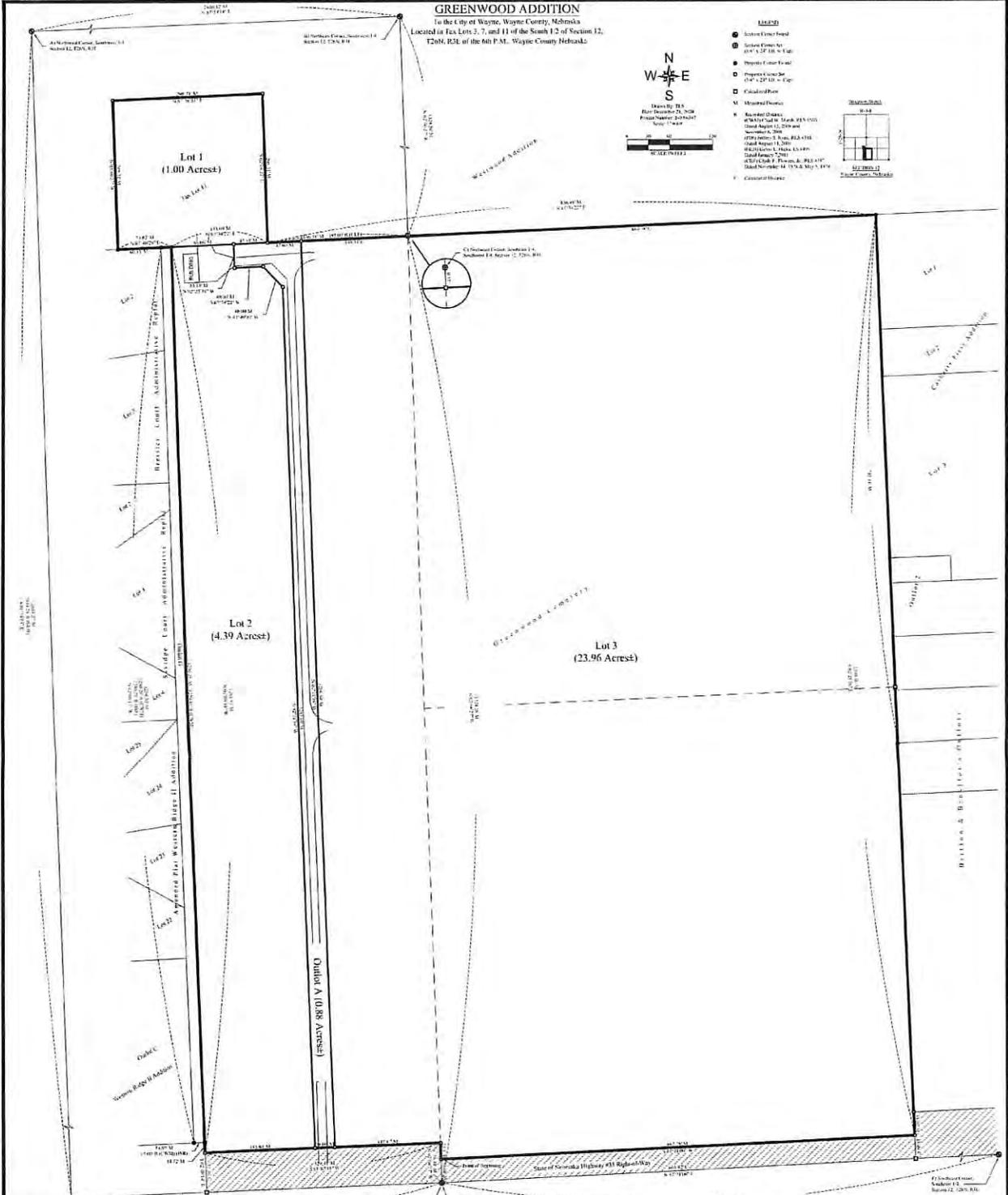
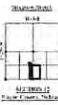
GREENWOOD ADDITION

In the City of Wayne, Wayne County, Nebraska
Located in Lots 3, 7, and 11 of the South 1/2 of Section 12,
T20N, R3E of the 6th P.M., Wayne County, Nebraska.



Scale: 1" = 200'
SCALE: 1"=200'

- 1. Section Corner Found
- 2. Section Corner Not Found
- 3. Property Corner Found
- 4. Property Corner Not Found
- 5. Easement Found
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LEGAL DESCRIPTION
 The Greenwood Addition is located in the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska. It consists of Lot 1, Lot 2, and Lot 3, as shown on the attached plat.

LEGAL DESCRIPTION OF LOT 1
 Lot 1 is a rectangular parcel containing 1.00 acre, bounded by the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the north, by the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the east, by the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the west, and by the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the south.

LEGAL DESCRIPTION OF LOT 2
 Lot 2 is a long, narrow strip of land containing 4.39 acres, bounded by the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the west, by the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the east, by the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the north, and by the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the south.

LEGAL DESCRIPTION OF LOT 3
 Lot 3 is a large rectangular parcel containing 23.96 acres, bounded by the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the east, by the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the west, by the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the north, and by the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the south.

LEGAL DESCRIPTION OF DITCH
 A ditch is shown running along the western boundary of Lot 2. It is bounded by the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the west, by the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the east, by the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the north, and by the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the south.

LEGAL DESCRIPTION OF EASEMENTS
 The following easements are shown on the plat:
 1. Easement for the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 2. Easement for the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 3. Easement for the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 4. Easement for the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.

LEGAL DESCRIPTION OF ENCLOSURES
 The following enclosures are shown on the plat:
 1. Enclosure for the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 2. Enclosure for the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 3. Enclosure for the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 4. Enclosure for the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.

LEGAL DESCRIPTION OF ADJACENT PARCELS
 The following adjacent parcels are shown on the plat:
 1. Parcel 1: Located to the north of Lot 1, containing 1.00 acre.
 2. Parcel 2: Located to the east of Lot 1, containing 1.00 acre.
 3. Parcel 3: Located to the west of Lot 1, containing 1.00 acre.
 4. Parcel 4: Located to the south of Lot 1, containing 1.00 acre.
 5. Parcel 5: Located to the north of Lot 2, containing 4.39 acres.
 6. Parcel 6: Located to the east of Lot 2, containing 4.39 acres.
 7. Parcel 7: Located to the west of Lot 2, containing 4.39 acres.
 8. Parcel 8: Located to the south of Lot 2, containing 4.39 acres.
 9. Parcel 9: Located to the north of Lot 3, containing 23.96 acres.
 10. Parcel 10: Located to the east of Lot 3, containing 23.96 acres.
 11. Parcel 11: Located to the west of Lot 3, containing 23.96 acres.
 12. Parcel 12: Located to the south of Lot 3, containing 23.96 acres.

LEGAL DESCRIPTION OF DITCH
 The ditch is shown running along the western boundary of Lot 2. It is bounded by the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the west, by the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the east, by the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the north, and by the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the south.

LEGAL DESCRIPTION OF EASEMENTS
 The following easements are shown on the plat:
 1. Easement for the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 2. Easement for the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 3. Easement for the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 4. Easement for the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska, to the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.

LEGAL DESCRIPTION OF ENCLOSURES
 The following enclosures are shown on the plat:
 1. Enclosure for the West 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 2. Enclosure for the East 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 3. Enclosure for the North 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.
 4. Enclosure for the South 1/2 of Section 12, T20N, R3E of the 6th P.M., Wayne County, Nebraska.

LEGAL DESCRIPTION OF ADJACENT PARCELS
 The following adjacent parcels are shown on the plat:
 1. Parcel 1: Located to the north of Lot 1, containing 1.00 acre.
 2. Parcel 2: Located to the east of Lot 1, containing 1.00 acre.
 3. Parcel 3: Located to the west of Lot 1, containing 1.00 acre.
 4. Parcel 4: Located to the south of Lot 1, containing 1.00 acre.
 5. Parcel 5: Located to the north of Lot 2, containing 4.39 acres.
 6. Parcel 6: Located to the east of Lot 2, containing 4.39 acres.
 7. Parcel 7: Located to the west of Lot 2, containing 4.39 acres.
 8. Parcel 8: Located to the south of Lot 2, containing 4.39 acres.
 9. Parcel 9: Located to the north of Lot 3, containing 23.96 acres.
 10. Parcel 10: Located to the east of Lot 3, containing 23.96 acres.
 11. Parcel 11: Located to the west of Lot 3, containing 23.96 acres.
 12. Parcel 12: Located to the south of Lot 3, containing 23.96 acres.



ORDINANCE NO. 2021-3

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:

§ 78-126 PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY.

(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 north side of the centerline of Vintage Hill Drive from the east line of Claycomb Road east to a point 117 feet east of the east line of Claycomb Road
The south side of the centerline of East 21st Street from the east line of Main Street east to the city limits
The north side of the centerline of East 21st Street from the east line of Main Street east to the city limits
The south side of the centerline of Adam Drive from the east line of Claycomb Road east to the west line of Vintage Hill Drive
The east side of the centerline of Jordan Drive from the north line of Adam Drive north to a point 155 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; Ord. 2020-1, passed 6/16/20)

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 19th day of January, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-6

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT BETWEEN THE CITY OF WAYNE AND MCLAURY ENGINEERING, INC., FOR ENGINEERING SERVICES RELATING TO THE “4TH STREET (STORM SEWER, STREET & WATERMAIN), THORMAN STREET (STORM SEWER & STREET) AND CITYSIDE DRIVE (STORM SEWER, STREET, SANITARY SEWER & WATERMAIN) PROJECTS.”

WHEREAS, a proposal has been received regarding engineering services for the the “4th Street, Thorman Street and Cityside Drive Projects” from McLaury Engineering, Inc.; and

WHEREAS, said proposal has been reviewed by city staff; and

WHEREAS, city staff is recommending that the proposal of McLaury Engineering, Inc., for a fee of \$66,900 be accepted.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement for engineering services for the “4th Street, Thorman Street and Cityside Drive Projects” be accepted as recommended, and the Mayor be, and he hereby is instructed and authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 19th day of January, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

January 14, 2021

City of Wayne
Attn: Wes Blake, City Administrator
306 Pearl Street
Wayne, NE 68787



RE: Scope of Services
Design – 4th Street – Storm Sewer, Street, Watermain
Design – Thorman Street – Storm Sewer, Street
Design – Cityside Drive – Storm Sewer, Street, Sanitary Sewer, Watermain

Dear Wes,

Attached is the Scope of Services we have put together from our meeting and discussions on the proposed project. We look forward to working with you and your staff again! If this proposal meets your requirements, we can forward a contract for your signature.

Should you have any questions on the proposal, please let me know.

Best regards,

A handwritten signature in blue ink that reads 'Kim L. McLaury'.

Kim L. McLaury, PE, PLS
McLaury Engineering, Inc.

File: 422101xx 4th Street Phase 2

SCOPE OF SERVICES – EXHIBIT A

Section 1 – 4th Street Construction

McLaury Engineering will provide the engineering design services to prepare plans for bidding on 4th Street, Thorman Street, and Cityside Drive. We will attend one meeting as a project kick off design, one meeting at 60% design submittal, and one meeting at 95% design Submittal. Since we do not know when bidding will happen any services after submitting the final design will be billed hourly through construction.

We will submit three printed copies of Plans & Specifications to the city upon completion of design along with PDF of Plans.

Items include in the design are:

SURVEYING

1. Area of Site Survey
 - a. Cityside Drive to the south ±400'
 - b. Thorman Street from Cityside Drive to 4th Street
 - c. Centennial Road – 4th Street going South on West Side Down to Logan Creek
 - d. Extension of utilities from 4th Street to the east ±465' for Sanitary Sewer tie in.

2. Update Site Survey
 - a. Boundary
 - b. Site Utilities
 - c. Contours

3. Design Files Updated
 - a. Update Boundary File
 - b. Update Existing Utility File
 - c. Update Existing Surface File
 - d. Update Existing DTM

4. Survey Items not included
 - a. Platting
 - b. Easements
 - c. Flood Determination

ENGINEERING DESIGN

1. 4th STREET DESIGN

- a. Complete design on Storm Sewer down to Logan Creek
- b. Complete Roadway Model including intersection at Thorman Street
 - i. This will include a preliminary design on Thorman Street
- c. Extend 8" Watermain to the East and tie into waterline on Centennial Road
- d. Verify design on Storm Sewer, Update Drainage Model and verify flows
- e. Extension of utilities from 4th Street to the east ±465' for Sanitary Sewer tie in
- f. Storm Sewer will be on South Side of 4th and West Side of Centennial Road down to Logan Creek
- g. Submit Project Approval from DHHS, Department of Environment and Energy (cost paid by city)
- h. Develop Title Sheet
- i. Develop Quantity Sheet
- j. Develop Plan Notes
- k. Develop Miscellaneous Details
- l. Develop Storm Sewer Drop Inlet Details
- m. Develop Storm Water Discharge Plan
- n. Develop Erosion Control Plan
- o. Develop Traffic Control Plan
- p. Develop Plan & Profile Sheets with Notes
 - i. Paving
 - ii. Sanitary Sewer
 - iii. Storm Sewer
 - iv. Watermain
 - v. Coordinate with Local Tel-Com Utilities
- q. Review and Coordination
 - i. 60% Plan Review
 1. Preliminary Cost Estimate
 - ii. 90% Plan Review
 1. Final Cost Estimate

2. THORMAN STREET DESIGN

- a. Complete Design of Storm Sewer and how to tie into 4th Street
- b. Design Street from N. Cityside Drive to tie in at 4th Street
- c. Design Sanitary Sewer from east of Centennial Road to Cityside Drive
 - i. Work with staff to determine sewer service stub locations
- d. Design Watermain and Stub to S. Cityside Drive
 - i. Work with staff to determine water service stub locations
 - ii. Work with staff to determine fire hydrant locations
- e. Update Drainage Model with Design DTM
- f. Verify storm sewer flows downstream
- g. Add additional plan sheets to design

3. CITYSIDE DRIVE DESIGN

- a. Complete Design of Storm Sewer and how to tie into Thorman Street Design
- b. Develop template for typical section, no curb and gutter
- c. Design pavements tie in on west end of Cityside Drive and tie in on Thorman Street
- d. Design Sanitary Sewer to tie into Thorman Street
 - i. Work with staff to determine sewer service stub locations
- e. Design Watermain and service stubs
 - i. Work with staff to determine water service stub locations
 - ii. Works with staff to determine fire hydrant locations
- f. Update drainage model with Design DTM and verify storm sewer flows downstream
- g. Add additional plan sheets to design

4. ENGINEERING SERVICES NOT INCLUDED

- a. Any Scope Changes to Project
- b. Detention basin modeling
- c. FEMA Map coordination
- d. Soils Testing, coordination, and assessment
- e. Bidding services
- f. Construction services

* McLaury Engineering can provide the above services at normal hourly billing rates.

5. DELIVERABLES

- a. Project Opinion of Probable Cost
- b. Three Printed Copies of Plans & Specifications
- c. Final Signed PDF of Project & Specifications

6. SCHEDULE

- a. Completions of Survey – 30 days after Notice to Proceed (NTP)
- b. Design Plans & Specifications
 - i. Design will start around April 15, 2021
 - ii. Complete Design August 1, 2021

7. Construction Administration, Inspection, Staking

- a. Hourly (TBD)

8. Billing Rates 2021

Staffing Description	Billing Rate (Hour)
Principal Engineer	\$205.00
Engineering Manager	\$205.00
Senior Project Engineer	\$160.00 - \$180.00
Project Engineer	\$120.00 - \$160.00
Senior Engineering Technician	\$130.00 - \$150.00
Survey Manager	\$180.00
Survey Crew Chief	\$90.00 - \$105.00
Administration	\$60.00 - \$100.00

9. Cost

- a. Design services though delivery of plans to city staff.
- b. Fees include all equipment, and incidental costs
- c. Filing fees with DEQ & DHHS are not included and will be invoiced directly.

Phase	Description	Cost
1	Project Administration & Kick Off	\$2,600
11	Field Survey & File Update	\$6,000
20	Storm Sewer Design to Dawson Creek	\$6,800
21	4 th Street Design	\$13,000
22	Thorman Street Design	\$21,000
23	Cityside Drive Design	\$17,500
	Total Fee	\$66,900

RESOLUTION NO. 2021-7

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

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

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

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

1. Amy K. Miller, Attorney, is appointed as the City Attorney for 2021;
2. The attached Retainer Agreement is hereby approved and adopted; and
3. The parties thereto are directed to execute said Retainer Agreement.

PASSED AND APPROVED this 19th day of January, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RETAINER AGREEMENT

This agreement is made this 19th day of January, 2021, by and between **The City of Wayne** (hereinafter referred to as the client), and **Amy K. Miller**, (hereinafter referred to as the attorney). In exchange of the mutual covenants contained herein, the parties hereto agree to the following:

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

2. **Services to be rendered**: Under the terms of this agreement, the attorneys shall perform all of the functions within the services described in paragraph one above in consideration of a monthly retainer payment in the amount of \$5,416.67. Of this amount, \$800.00 per month shall be attributable to the Community Redevelopment Authority (CRA), and \$4,616.67 shall be attributable to the City of Wayne. In exchange for the monthly retainer payment, the attorney shall provide the following services at no additional charge:

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

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

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

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

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

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

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

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

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

DATED this 19th day of January, 2021.

CITY OF WAYNE, A Municipal Corporation,

By _____
Cale Giese, Mayor

Amy K. Miller, Attorney at Law

CHAPTER EIGHT SEVEN

ATTENDANCE AND LEAVE

Sec. 7.1 Work Schedules and Attendance

Department ~~and division~~ heads shall establish work schedules to meet the requirements of their organizations. Employees shall be at their place of work as scheduled or shall provide timely notification if unable to report. No employee's regular schedule shall call for more than forty hours of work per week, except that sworn police officers shall not be scheduled for more than 171 hours in a 28 day period.

Lunch periods shall ordinarily be one hour in length, although work situations may require that lunch periods be shortened or that employees eat lunch while working. In any such cases, working day length shall be adjusted accordingly.

Department ~~and division~~ heads shall be responsible for establishing any policies permitting rest periods during the work day.

Sec. 7.2 Overtime

Employees shall work overtime or shall be on call when necessary. Overtime shall be worked only with ~~specific written authorization~~ **the approval of the department division** head or supervisor and shall be allocated as evenly as possible among all employees qualified to do the work. ~~This written notification must be submitted in advance to the division department head.~~ **A request for approval of overtime shall be submitted in advance to the department head or supervisor.** If the ~~division department~~ head or supervisor is not available for authorization of overtime, or if time does not allow ~~the advanced written notification for approval before the overtime is worked,~~ the request shall be submitted for retroactive approval. **Time off for sick leave, vacation leave, funeral leave, holiday leave, or any other leave, will not be considered hours worked for purposes of calculating overtime pay.** Compensation for overtime shall be paid to the employee at a rate of time and one-half computed to the nearest quarter hour.

Reporting to work early or staying late shall not be compensable unless authorized by the ~~division department~~ head or supervisor.

Sec. 7.3 Volunteer Time

Volunteer time is any time spent working on a project or task that may be City-related but is not required by the ~~division department~~ head.

Work performed by an employee on a volunteer basis is not compensable. If work is required to maintain a certification, it shall be compensable.

Any city employee who serves on the Wayne Volunteer Fire Department shall not be required to use vacation, holiday or personal leave to attend fire, rescue or EMT training. **However, hours spent at training shall not count in calculating overtime pay.**

Sec. 7.4 Vacation Leave

Regular full-time employees, and regular part-time employees normally working ~~thirty~~ **twenty-nine (30 29)** hours or more per week shall be provided with paid vacation leave to allow them periods of rest, relaxation, and freedom from the rigors of their jobs. Eligible employees, ~~other than sworn police officers working a 28 day period,~~ shall accrue vacation leave at the following rates, with the bi-weekly accrual for part-time employees prorated according to time worked:

<u>YEARS OF REGULAR CITY SERVICE</u>	<u>BIWEEKLY ACCRUAL</u>
Less than 10 years	3.08 hours
At least 10 but less than 20	4.62 hours
Twenty but less than 30	6.15 hours
Thirty or more years	7.68 hours
	Annual Accrual
1 st year	10 days
2 nd and 3 rd year	11 days
4 th and 5 th year	12 days
6 th and 7 th year	13 days
8 th and 9 th year	14 days
10 th and 11 th year	15 days
12 th and 13 th year	16 days
14 th and 15 th year	17 days
16 th and 17 th year	18 days
18 th and 19 th year	19 days
20 th and 21 st year	20 days
22 nd and 23 rd year	21 days
24 th and 25 th year	22 days
26 th and 27 th year	23 days
28 th and 29 th year	24 days
30 th year and beyond	25 days

~~Sworn police officers working 28 day periods shall accrue vacation leave at the following rates:~~

<u>YEARS OF REGULAR CITY SERVICE</u>	<u>BIWEEKLY ACCRUAL</u>
Less than 10 years	3.27 hours
At least 10 but less than 20	4.90 hours
Twenty but less than 30	6.54 hours
Thirty or more years	8.16 hours

Regular part-time employees working 29 hours per week shall receive 2.31 hours per pay period, and shall include the following positions: Adult Services Librarian and Youth Services Librarian.

Vacation leave shall be administered according to the following rules:

- (a) Vacation may be accumulated; ~~however, the employee may not use more than the earned vacation time for a given year without special approval of the City Administrator.~~ Vacation leave shall not be accrued beyond 280 hours for full-time employees; the proportionate lesser amount for eligible part-time employees.
- (b) Employees are required to accrue vacation leave prior to use.
- (c) The City Administrator shall approve vacation leave for department ~~and division~~ heads, who in turn shall be responsible for scheduling vacation leave for subordinate employees based on consideration of operational requirements, employee preferences, and seniority within the regular City service.
- (d) ~~Unless otherwise stated in department work rules, the general minimum period of vacation leave shall be four hours.~~
- (e) **Vacation leave shall not accrue for any pay period during which the employee is in pay status for less than a full pay period.**
- (f) Holidays occurring during periods of vacation leave shall not be charged against vacation leave.
- (g) No cash payments for unused vacation leave shall be authorized except upon separation from City service by retirement, dismissal, or resignation in good standing.
- (h) Vacation leave shall not be transferable between employees.
- (i) No vacation may be taken until the employee has completed the probationary period **unless approved by the Personnel Officer.**
- (j) ~~An employee's earned and unused vacation to the date of death, shall be paid to the deceased personal representative, if such is determined, or to the next of kin upon the execution by the next of kin of a surety bond protecting the City from further claims by the estate.~~
- (k) Any city employee who serves on the Wayne Volunteer Fire Department shall not be required to use vacation, holiday or personal leave to attend fire, rescue or EMT training.

Sec. 7.5 Sick Leave

Regular full-time employees shall be provided with paid sick leave for use if incapacitated by illness or injury, if exposed to contagious disease when presence at work would jeopardize the health of others, and for medical, dental, optical, or other health care appointments ~~which cannot reasonably be scheduled for off-duty hours.~~ Eligible employees shall accrue four (4) hours of sick leave per pay period. Sick

leave shall be administered according to the following rules:

- (a) Sick leave may not be accumulated beyond 120 days for full-time employees, the proportionate lesser amount for eligible part-time employees.
- (b) Sick leave shall not be granted in advance of accrual, but vacation leave or leave without pay may be authorized for employees exhausting their sick leave.
- (c) Employees injured on City jobs who are eligible to receive workmen's compensation disability payments shall receive **two-thirds** ~~66-2/3%~~ of their salary from workers compensation ~~not to exceed \$250 per week~~ and the remaining **one-third salary** from unused sick leave or vacation leave.
- (d) Sick leave shall not be taken for child care purposes except for allowable emergency leave, or for which vacation leave, personal leave or leave without pay may be authorized if feasible and appropriate;
- (e) Requests for sick leave shall be as timely as possible and shall be made in advance for non-emergency health care appointments.
- (f) The City may request and obtain medical certificates or otherwise verify the circumstances surrounding the taking of sick leave, the abuse of which shall be grounds for disciplinary action.
- ~~(g) — The general minimum period of sick leave shall be one-half hour.~~
- (g) Sick leave shall not accrue for any pay period during which the employee is in pay status for less than half the pay period.
- (h) Holidays occurring during periods of sick leave shall not be charged against sick leave.
- (i) No cash payments for unused sick leave shall be authorized except upon separation in good standing, as determined by the Personnel Officer, **after fifteen (15) years of service, in which instance the employee shall receive payment for 25% of the unused sick leave, and after 20 years of service, in which instance the employee shall receive payment for 50% of the unused sick leave. If an employee dies with hours remaining in the sick leave account, 100% of this accumulation will be paid to the same beneficiary as is named in the City life insurance policy records for that employee. ~~twenty (20) or more years of regular service or upon normal retirement, in which instance the employee shall receive payment for one-fourth of the unused sick leave.~~**
- (j) Sick leave shall not be transferable between employees.
- (k) Sick leave may be used during the probationary period, however, cannot be used until earned.
- (l) Regular part-time employees working 29 hours per week shall receive 3 hours per pay period and includes the following positions: Adult Services Librarian and**

Youth Services Librarian.

Sec. 7.6 Sick Leave Donation

The City of Wayne has a short and long-term disability insurance policy. The short-term disability policy has a 30-day waiting period prior to an employee receiving benefits. There are times when an employee does not have enough sick leave time accrued to receive wages for this waiting period. In order to help out the financial situation of a fellow employee, it has been determined that the best policy for the City of Wayne is a voluntary donation of sick leave or emergency leave as needed.

General policy:

1. The participation in this program is voluntary.
2. Records of all sick leave donations will be kept in the personnel office.

Recipient requirements:

1. Recipients must be non-probationary.
2. Prior to receiving donated leave through this program, an employee must first exhaust all paid accruals, including sick leave, vacation leave, holidays and compensatory time. The recipient may not be receiving disability benefits or Workers' Compensation payments.
3. A full-time employee may draw no more than 25 days in a calendar year. An employee employed on less than a full-time basis will contribute and receive proportionate benefits. There may be times when there are not sufficient hours donated to accommodate all requests.
4. A written request to receive donated leave must be submitted to the personnel officer along with a physician's written verification of the illness or injury. This does not insure approval. The personnel officer shall make the final decision.
5. Leave donations cannot be used retroactively for previous unpaid absences.

Donor requirements:

1. All donations shall be confidential.
2. The donor should send a memo to the personnel office indicating their desire to donate leave.
3. Any one employee in a calendar year may donate no more than 16 hours.
4. If donated leave remains unused; the leave is irrevocably credited to the recipient's sick leave account for future use, or pay out if eligible.

~~Sec. 7.7 Pregnancy and Maternity. (Amended by Res. 2006-22, 3/28/06)~~

~~Maternity medical leave refers to the period of time (usually six weeks for a normal vaginal delivery and uncomplicated cesarean delivery) after the birth, during which you are medically unable to work as you recuperate. A pregnant employee shall make her own decision, in consultation with her physician, as to when she will cease working. She shall also be responsible for providing her supervisor with as much advance notice as possible and for indicating her intentions concerning resumption of work. If pregnancy or maternity prevents an employee from properly performing her duties or creates a hazard to persons or property, the City may invoke the provisions of these rules concerning separation for incapacity or may take other appropriate administrative measures.~~

Sec. 7.7 Emergency Leave

In the event of a death or illness in a regular employee's family or step-family (~~e.g. husband, wife, parents, children, siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law~~) or a personal problem of similar magnitude, the City Administrator may grant the employee up to ten working days in a calendar year of paid emergency leave, which shall be chargeable to sick leave. The emergency request will be submitted in writing to the City Administrator by the department ~~or division~~ head.

If extraordinary circumstances warrant additional time over and above the ten working days, allowed in a calendar year, as described above, and the employee has sufficient accrued sick leave, said employee may request the City Administrator to grant, at the Administrator's discretion, up to five additional days, which additional time shall be chargeable to sick leave.

If additional time is required, time may be granted provided the employee agrees to use holiday time, vacation time, personal leave time, compensatory time, or leave without pay for the period that extends beyond the emergency leave otherwise allowable in this section.

Sec. 7.8 Funeral Leave (Amended by Res. 94-74, 11/8/94)

Funeral leave may be granted, not to exceed one-half day, for an employee to serve as pallbearer or attend a funeral for other than immediate family. Time used will be charged against the employee's sick leave balance, **and shall not exceed 10 days in a calendar year.**

If the employee has exhausted his/her sick leave, time may be charged against his/her holiday, vacation or compensatory time.

Funeral leave requested beyond the allowable one-half day, may be granted provided the employee agrees to use holiday time, vacation time, or leave without pay for the period that extends beyond the one-half day funeral leave allowable in this section.

Sec 7.9 Administrative Leave

~~Managers at and above the division head~~ **The City Administrator** may grant subordinate employees paid administrative leave, not chargeable to vacation leave, under the following circumstances:

- (a) When an employee is ordered not to report for work because of severe weather, disaster, or similar reasons.
- (b) When an employee is called to serve as a court witness in his or her official capacity or as a juror, provided that any witness or juror fees shall be remitted to the City.
- (c) When an employee desires to attend, at his or her own expense, a professional conference, training session, legislative proceeding, civic meeting, or similar activity related to the employee's job but not constituting a work assignment.

Sec. 7.10 Military Leave

~~Military leave shall be granted without loss of total compensation, including benefits and accumulation of paid leave and holidays, under the following circumstances:~~

- ~~(a) When an employee participates in military training for not more than fifteen working days in any year, for which participation the employee shall also retain his or her military pay, such leave shall be in addition to their regular annual leave; and~~
- ~~(b) When the Governor of Nebraska calls an employee to military duty in an emergency, in which case the City shall pay the difference between the employee's City salary and his or her military pay, if lower.~~
- ~~(c) A military leave of absence shall not be used during a state of emergency declared by the Governor.~~

Military leave shall be governed by USERRA and Neb.Rev.Stat 55-160, as both may be amended from time to time. If at any time this policy is in conflict with USERRA and/or Nebraska Revised Statutes, State and Federal Law shall prevail. Notwithstanding the foregoing, military leave shall be granted to employee, without loss of pay, pursuant to the following:

- (a) Any employee who participates in non-emergency military training, or who requires a military leave of absence, pursuant to Neb.Rev.Stat. 55-160, shall be entitled to the same, without loss of pay. Such military leave of absence may be taken in hourly increments, and shall be in addition to the regular annual leave of the persons named in this section.**
- (b) When the Governor of Nebraska calls an employee to emergency military leave, the City shall pay the difference between the employee's City salary and his/her military pay, if lower, OR, in the alternative, the employee may use vacation time during his/her emergency military leave.**

Sec. 7.11 Leave Without Pay

A department ~~or division~~ head, with the approval of the City Administrator if the request involves more than thirty days, may grant an employee a period of leave without pay, work load permitting, for any good reason. Approved leave without pay may be terminated earlier than planned if in the best interest of the City. The effect of leave without pay upon seniority shall be as prescribed by administrative directive.

When an employee desires to attend, at his or her own expense, a professional conference, training session, legislative proceeding, civic meeting, or similar activity, he or she may be granted leave without pay.

Sec. 7.12 Absence Without Leave

Employees failing to report for or remain at work as scheduled or directed without proper notification, authorization, or excuse shall be considered absent without leave, shall not be in pay status for the time involved, and shall be subject to appropriate disciplinary action. Absence without leave for more than three consecutive working days shall be considered abandonment of duties, which shall ordinarily result in dismissal.

Sec. 7.13 Payment of Vacation Leave/Sick Leave/Holiday Leave Upon Death of An Employee

~~Families of City employees shall be entitled to payment for all the accumulated vacation leave and holiday leave credited to his/her account. The survivors will also be entitled to one fourth of the accumulated sick leave if the employee has had twenty or more years of service with the City upon death of the employee. All such leave computations shall be at the regular rate of pay of the employee at the time of death. Such accumulated leave entitlement shall be paid to the spouse, if any, and if not, to the estate of the deceased.~~

Upon the death of an employee, families of City employees shall be entitled to payment for all the accumulated vacation leave credited to his/her account. The survivors will also be entitled to 100% of the accumulated sick leave. All such leave computations shall be at the regular rate of pay of the employee at the time of death. Such accumulated leave entitlement shall be paid to the estate of the deceased or other person or entity as directed by the employee during his/her lifetime.

~~Sec. 7.14 Medical Leave~~

~~Medical leaves of absence, including maternity, shall be granted provided medical verification is submitted. Medical leave, without pay, shall be granted only after the exhaustion of sick leave and vacation leave. Employees desiring a medical leave of absence shall submit the request in writing to their immediate supervisor which shall be accompanied by a doctor's statement providing verification of the necessity for the medical leave of absence. A medical leave of absence may be initiated by the employee (with medical verification), or the employee's supervisor (with health and safety reasons). If the supervisor and the employee and his/her doctor are of the opinion that he/she is physically able to continue working, the employee may use the employee grievance procedure.~~

~~During an approved, unpaid Medical Leave for a serious personal health condition, the City shall provide continued life insurance and disability insurance premium payments for a period not to exceed twelve (12) weeks. Continuation of health insurance during a period not to exceed twelve (12) weeks of an approved unpaid Medical Leave shall be shared in the proportionate amount otherwise paid by the City and employee.~~

~~Prior to return to work, an employee on a medical leave must provide the employer with satisfactory medical evidence of his/her physical ability to return to work.~~

~~All medical leaves of absence shall provide for a specific return-to-work date. The employee shall submit a written request for an extension accompanied by a doctor's statement providing verification of the necessity for the extension. The employee shall be expected to return to work on the first regularly scheduled work day following the day the medical leave of absence ends. Employees not returning to work on that date and failing to request an extension shall be considered by the employer to have voluntarily resigned their employment.~~

Sec. 7.14 Family and Medical Leave Policy

This policy establishes the rights and obligations of the City of Wayne and its employees with respect to leave necessary for the medical care of employees and their families. Employees must have been employed for at least 12 months and have worked at least 1,250 hours in the year preceding the date the employee seeks to start the leave.

Eligible employees are entitled up to 12 weeks of leave per year. The year shall be defined as the first day that the leave is taken and will commence at the end of the following 12-month period. Family medical leave may be used for the following purposes: (amended 11-18-02)

- a. **Child Care - Unpaid leave may be taken because of the birth, adoption, or foster-care placement of a child in order to care for the child.**
 1. **Child-care leave must be concluded within 12 months from the date of birth, adoption, or foster-care placement.**
 2. **Child-care leave may be taken intermittently.**
 3. **Parents who are both employees of the City and who are eligible to take unpaid leave are entitled to a total not to exceed 12 weeks of the leave for child care purposes under this paragraph.**
 4. **Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least 30 days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such 30 day notice may be given.**
- b. **Family Care - Unpaid leave may be taken to care for a son, daughter, spouse or parent who has a serious health condition.**
 1. **A serious health condition is one:**
 - **which requires inpatient treatment, or**
 - **which causes an absence from work, school, or normal activities for more than three (3) days and requires treatment by or under the direction or supervision of a health care provider on two (2) or more occasions.**
 2. **Employees requesting leave under this paragraph must present a certification from a health care provider containing the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is needed to care for the family member, and an estimate of the amount of time such care will be required.**
 3. **Employees taking leave under this paragraph may take the leave intermittently upon production of a health care provider's certification that the intermittent leave is necessary for or will assist the care of the family member and that provides the dates and duration any treatment and leave is expected. Employees using leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations. An employee may be reassigned to an alternative position, with equivalent pay and benefits, that better accommodates the recurring periods of leave.**
 4. **Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least 30 days prior to the date the leave is**

anticipated to begin, or such notice as is practicable if leave becomes necessary before such 30 day notice may be given.

- c. **Self-Care - Unpaid leave may be taken when the employee is unable to perform the essential functions of the position that the employee holds.**
 - 1. **Employees seeking leave for self-care must have a serious health condition, as defined by paragraph b(1), above.**
 - 2. **Employees requesting leave under this paragraph must provide a certification from a health care provider containing the date the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee is unable to perform the essential functions of the position. Employees seeking the certification must provide the health care provider with a verbal description of the essential functions performed by the employee.**
 - 3. **Employees taking leave under this paragraph may take the leave intermittently upon production of a health care provider's certification that the intermittent leave is medically necessary and states the expected duration of the leave. Employees who elect to use the available leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations. An employee may be reassigned to an alternative position with equivalent pay and benefits that better accommodates the recurring periods of leave.**
 - 4. **Employees who anticipate taking leave under this paragraph are required to provide notice of their intent at least 30 days prior to the date leave is anticipated to begin, or such notice as is practicable if leave becomes necessary before such 30 day notice may be given.**
- d. **Failure to Provide Required Certifications - Failure to provide the certifications required under this paragraph may result in denial of the leave or the request for leave on an intermittent basis.**
- e. **Use of Accrued Paid Leave - Eligible employees are required to use available paid leave before unpaid leave is taken.**
 - 1. **Child or Family Care - Employees taking leave upon the birth, adoption, or placement of a foster child under paragraph a, above, or for the care of a son, daughter, spouse, or parent under paragraph b, above must use accrued vacation or personal leave (if applicable) prior to taking unpaid leave.**
 - 2. **Self-Care - Employees unable to perform the essential functions of their job and who take leave under paragraph c, above, must use accrued vacation or personal leave prior to taking unpaid leave.**
- f. **Benefits While on Leave - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began.**

1. **Employees who normally make a contribution toward their health insurance coverage must continue to do so. If on paid leave, the employee's contribution will be collected in the same manner as if the employee were reporting to work. During the periods of unpaid leave the employee must arrange with the Personnel Office prior to commencement of the leave, for payment of the employee's share of the premium.**
 2. **An employee who does not return to duty from unpaid leave under this policy for at least 30 calendar days will be liable for the City's group health insurance premium contribution and any part of the employee's share paid by the department, unless the failure to return to duty is caused by continuation, recurrence, or onset of a serious health condition that would entitle the employee to leave under this policy or for circumstances beyond the employee's control. Where recovery of premiums is permitted, the City shall be entitled to offset the amount against any final pay or monetary benefit to which the employee should otherwise be entitled.**
 3. **Employees will not accrue other benefits while in an unpaid leave status, including seniority rights.**
- g. Return to Duty - Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.**
1. **An employee who has taken leave for self-care under paragraph 3c, above, will be required to present a certification of fitness for duty from a health care provider prior to commencement of work. Failure to provide the certification may cause denial of reinstatement.**

Employees not returning to work on the scheduled date shall be considered by the employer to have voluntarily resigned their employment.

Sec. 7.15 Holiday Leave

The following days and any other days designated by the Mayor and City Council shall be official holidays for the City government:

New Year's Day	Set by Federal Government
Martin Luther King Jr. Day	Set by Federal Government
Memorial Day	Set by Federal Government
Independence Day	Set by Federal Government
Labor Day	Set by Federal Government
Veterans' Day	Set by Federal Government
Thanksgiving	Set by Federal Government
Day after Thanksgiving	Department discretion
Christmas Eve (one-half day – 4 hrs)	Mayoral discretion
Christmas	Set by Federal Government
Floating Holiday	Determined by the City Administrator

Holidays shall be observed in accordance with the following rules:

- (a) As many employees as possible shall be given each holiday off consistent with City

functions.

- (b) A holiday falling on a Saturday shall be observed on the preceding Friday, and a holiday falling on a Sunday shall be observed on the following Monday.
- (c) Regular full-time employees shall receive paid holidays.
- (d) Regular part-time employees **(Adult Services Librarian and Youth Services Librarian)** normally working ~~thirty~~ **twenty-nine (29)** per week shall receive a prorated paid holiday **(6 hours per holiday)** ~~if they would normally have worked on the holiday.~~ **Regular part-time Senior Center employees shall receive prorated paid holidays (3 or 4 hours per holiday depending upon their schedule).**
- (e) **Vacation, holiday or personal leave shall be used by “Department Discretion” on the day after Thanksgiving.**
- (f) An employee not in pay status on the holiday or on the scheduled working day immediately preceding or following shall not receive any form of pay for the holiday.
- (g) Employees, otherwise eligible to receive paid holidays, who work on a scheduled holiday or whose normal day off falls on a scheduled holiday shall be permitted a day of premium time to be used at another date. This time may be accumulated but must be used within four calendar months following the date of the first holiday accumulated.
- (h) Any city employee who serves on the Wayne Volunteer Fire Department shall not be required to use vacation, holiday or personal leave to attend fire, rescue or EMT training.

Sec. 7.16 Personal Leave

Each employee eligible for benefits will be allowed the equivalent of two work days per year. Personal leave shall not be accrued beyond two days during the calendar year.

Regular part-time employees (Adult Services Librarian and Youth Services Librarian) working 29 hours per week shall receive 12 hours per year.

Regular part-time Senior Center employees shall receive 6 or 8 hours per year depending upon their schedule.

Personal Leave shall accrue to the credit of each eligible employee on the first payroll in January. Eligible employees hired during the year shall be allowed a pro rata amount of Personal Leave to use on the first day of the month following their date of employment.

Any city employee who serves on the Wayne Volunteer Fire Department shall not be required to use vacation, holiday or personal leave to attend fire, rescue or EMT training.

~~Sec. 7.17 Weather Related Leave~~

~~Under extreme circumstances, it may be in the best interest of City to send employees home from work or ask that they not report for work at the start of their normal shift. Under those extreme~~

~~circumstances, time away from work will be charged to administrative leave.~~

~~Employees who fail to report for work or who leave work before the end of their normal shift because of the weather and without the work shift being canceled, shall have that time away from work charged against their vacation time, or holiday time.~~

~~If the employee does not have any accrued vacation time or holiday time, the City Administrator may charge the time to future accrued vacation leave or holiday leave, or may deduct the time from the employee's next paycheck.~~

CHAPTER NINE EIGHT

EMPLOYEE RESPONSIBILITIES AND CONDUCT

Sec. 8.1 Basic Employee Responsibilities and Conduct

It shall be the duty of all employees to maintain high standards of cooperation, efficiency, economy, integrity, and impartiality in their work for the City. Employees shall be responsible for:

- (a) Treating their supervisors with appropriate respect and carrying out all instructions to the best of their abilities without delay or argument.
- (b) Conducting themselves both on-duty and off-duty in such a manner as to bring credit to the City government.
- (c) Treating citizens and other employees with courtesy, fairness, and equality.
- (d) Dressing in good taste and maintaining appropriate personal appearance and cleanliness at work,
- (e) Maintaining the levels of physical fitness required for performing their jobs.
- (f) Refraining from any form of gambling or the use or possession of illegal drugs or intoxicating beverages while on duty. Nothing in this subsection shall be construed to prohibit the same, except for illegal drugs, at any preplanned and approved City function.

Sec. 8.2 Supervisory Responsibilities

If work habits, attitude, production, personal conduct, and/or any other aspect of an employee's job performance should fall below standard, it shall be the duty of the supervisor to advise the employee of the deficiency at the time it is observed. When feasible, warning and counseling the employee shall precede formal disciplinary action, but nothing herein shall prevent immediate formal action as provided elsewhere in these rules whenever required in the best interest of the City.

Sec. 8.3 City Property

Employees shall be responsible for the proper care and use of all City property entrusted or available to them. Employees damaging or losing City property through negligence or abuse shall be subject to disciplinary action and may be required to reimburse the City for such damage or loss. City equipment, materials, and supplies shall not be used for private purposes and shall not be removed from authorized locations without proper supervisory approval. Employees leaving the City service shall return any tools, uniforms, or other City property issued to them before receiving their final pay.

Sec. 8.4 Assigned Vehicles

The City Administrator may assign City vehicles to department heads, ~~division heads~~, and certain other employees for use during normal duty hours. Such vehicles shall otherwise be used only for official purposes, shall be kept clean, and shall be driven in a manner conforming to applicable traffic regulations and reflecting credit upon the City.

Sec. 8.5 Security

For security purposes, City facilities are locked during certain hours. To help insure your protection, the City property and its contents, please adhere to all security procedures and report any conditions that may be potentially harmful.

Sec. 8.6 Outside Employment

A City employee may hold another position of paid employment or accept pay for other services only with prior approval of his or her ~~division or~~ department head. A request for approval of outside employment shall include a description of the nature of the proposed employment, the hours involved, and any other pertinent information. Outside employment which would create a conflict of interest or the appearance thereof or which would adversely affect the employee's City job performance shall not be approved. Approval of outside employment may be rescinded at a time if in the best interest of the City. The requirements of the City job, including availability for overtime or other extra duty, shall take precedence over approved outside employment.

Action on a request for approval of outside employment shall be fully documented for inclusion in the employee's official personnel records.

Sec. 8.7 Conflicts of Interest

No employee shall engage in any activity or enterprise which conflicts or creates the appearance of conflicting with his or her City duties or with the duties, functions, or responsibilities of his or her employing organization. Department ~~and division~~ heads may prohibit particular activities which would create conflicts of interest in their specific organizational environments. Employees shall be encouraged to seek advance determinations regarding possible conflict of interest situations. The following employee activities shall generally constitute conflicts of interest and may in some cases also be criminal acts:

- (a) Engaging in any activity or enterprise involving the use for other than City purposes of City time, facilities, equipment, materials, or supplies or the badge, prestige, or influence of City employment.
- (b) Receiving or accepting money or other consideration from any person or entity other than the City for the performance of any service which the employee or the City would normally be required or expected to render or for preferential or favorable treatment in relation to others.
- (c) Having a direct financial interest in any contract with the City or a direct financial interest in the provision of equipment, materials, supplies, or services to the City, except as may be disclosed to and approved by the Mayor and City Council.
- (d) Failing to disclose, as may be administratively required, the nature and extent of any direct financial interest in legislative matter pending before the Mayor and City Council or any zoning matter.
- (e) Engaging in any business transaction or having a direct or indirect financial or other

personal interest incompatible with the employee's performance of official duties in the public interest or tending to impair independence of judgment or action in the performance of official duties.

- (f) Disclosing confidential, official information or using official information in advance of public release when such disclosure or use would be detrimental to the City or would advance the financial or other private interest of the employee or others.
- (g) Engaging in any activity or enterprise involving so much of the employee's time that City job performance is impaired.

Sec. 8.8 Accountability and Disclosure

Any employee, who appears to have a conflict of interest, shall file with the Personnel Officer, a statement of financial interest with the City Personnel Officer, on a form prescribed by the City. Employees shall file the form, including the following information:

- (a) Name, address and nature of association with any business with which the individual was associated and any entity.
- (b) Name, address, and nature of business of a person, including a body corporate, from whom any income in the value of \$200.00 or more, was received during the preceding year, and the nature of the services rendered. If income results from employment by, operation of, or participation in a proprietorship, corporation, business, nonprofit corporation, or other person, the employee may list the entity as a source of income and not the individual customers, patients, or clients.
- (c) Name, address, occupation, or nature of business of any person from whom a gift in the value of more than \$100.00 was received and the circumstances of each gift. Gift shall not include a commercially reasonable loan made in the ordinary course of business or a gift received from a member of the individual's immediate family or from a relative.
- (d) Such other information from the employee as required by the City or as the City deems necessary.

Sec. 8.9 Conflict of Interest; Prohibited Acts

No person shall offer or give to a City employee anything of value, including a gift, loan, contribution, reward or promise of future employment, based on an agreement that a vote, official action, contract, agreement, or judgment of any public official or public employee would be influenced thereby. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, contract, agreement, or judgment of any public official, or public employee would be influenced thereby.

No employee shall use the employment, public office, or any confidential information received through the holding of public employment to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the employee is associated.

Sec. 8.10 Confidential Information

You may be entrusted with certain information concerning techniques, processes, and other customer data and to disclose this information is a breach of confidence, and could jeopardize the City and your job. You are required to comply with all State and Federal laws regarding confidentiality and must not reveal any confidential matters or data in the possession of the City.

Sec. 8.11 Political Activity

Employees shall not participate in City political campaigns and shall not solicit or receive political contributions for any candidate or issue in a City election. Employees may privately express their opinions regarding City elections, shall be encouraged to vote, and may objectively provide election information to the public in the performance of their official duties. No employee shall coerce or attempt to coerce another employee or shall use his or her official authority or influence for the purpose of interfering with or affecting the result of a nomination or election for any public office. No City employee shall be rewarded, disciplined, or otherwise subjected to special treatment for reasons of political favor or disfavor.

Sec. 8.12 Solicitation

No solicitation of funds or anything of value or the sale of any items or materials, whether for commercial or charitable purposes shall be permitted among or by City employees during working hours or in working areas only with the approval of the City Administrator. No employee shall be penalized or rewarded in any way in connection with City employment according to his or her response to a solicitation.

Sec. 8.13 Telephone

The City telephone usage is vital to the City providing service to its constituency. It is, therefore, necessary that personal calls, both incoming and outgoing, be restricted.

Sec. 8.14 Work Area Cleanliness

Cleanliness, neatness, and orderliness all contribute to your safety, health, and efficiency at work. All employees are expected to keep their equipment and work area clean and neat at all times to provide for a clean and healthful working environment. Exceptional waste of materials or supplies related to your work area could lead to disciplinary action.

Sec. 8.15 Uniform Allowance

The following items of clothing will be furnished by the City of Wayne for full-time regular sworn officers of the Police Department: all necessary uniform needs except shoes, socks, and underwear. Cleaning will be provided for Police uniforms. The other departments' uniforms will be provided by the City. The initial uniform issue and subsequent uniform purchases for replacement will be established by administrative directive. All employees shall wear their uniforms while on duty.

Purpose: To implement the amendment to Section 8.15 Uniform Allowance of the Personnel Manual which stipulates that uniforms for all departments will be provided by the City, where previously the City furnished necessary uniforms for police officers and shared the cost of uniforms for other departments.

Applicability: This administrative directive shall be applicable to the following eligible employees:

1. **Full-time regular** sworn officers of the Police Department;
2. **Full-time regular status** employees hired to work ~~30~~ **29** or more hours per week who have successfully completed probation;
3. **Regular status handi-van drivers** who have successfully completed probation; and
4. **Regular status library personnel** at the discretion of the ~~Library Board~~ **City Administrator**.

Uniform Allowances and Requirements: Eligible employees by department/~~division~~ or general classification shall be subject to the following uniform allowances and requirements:

1. All uniforms, except for shoes, socks, and underwear, shall be furnished to personnel hired as sworn officers of the Police Department as determined necessary by the Police Chief with approval of the City Administrator. Cleaning will be provided for officer uniforms by the City.
2. Uniforms, as provided below, shall be provided by the City on an “as needed basis” for employees of other departments/~~divisions~~ who work outdoors year round (e.g. **Custodian**, Building Inspector, Electric Production, Electric Distribution, Water/Wastewater, Public Works, **and Parks and Recreation**).
 - a. Shirts, Pants, and Jacket (maximum City cost ~~\$300~~ **\$400** per employee per year)
 - b. One (1) insulated or non-insulated coverall (maximum City cost \$100)
 - c. One (1) pair of safety-toed shoes (maximum City cost ~~\$150~~ **\$175** per year)
3. Shirts/Blouses/Slacks at a maximum City cost of ~~\$300~~ **\$400.00** per employee shall be provided by the City for the Administration Department, **Police Dispatchers, and Recreation Services Coordinator, Library Director and Senior Center Director** ~~Recreation-Leisure Services~~.
4. **Pool staff each receive one (1) swimsuit and one (1) t-shirt as part of their uniform.**
5. **Community Activity Center staff each receive two (2) t-shirts as part of their uniform.**
6. **Up to four (4) shirts or blouses shall be provided by the City for employees of other departments/divisions (e.g. Dispatch, Recreation-Leisure Services, Senior Center, Handi-Van Drivers, and Library Personnel).**
- ~~6. Two pairs of slacks/pants shall be provided by the City for police dispatchers (maximum City cost \$60 per year).~~
7. The “City of Wayne” or department emblem ~~and employee name~~ shall be attached to the front of all shirts, jackets, and coveralls which are provided by the City.
8. Department/~~division~~ heads shall have the following responsibilities:
 - a. Selecting the color and type of uniform for their respective eligible employees.
 - b. Maintaining an accurate accounting of uniforms provided to eligible employees.
 - c. Authorizing the release of a final paycheck to an employee who has resigned, retired, or been terminated only upon verifying the employee’s return of the uniform(s) that were provided by the City in the year of employment separation.

- d. Approving uniform(s) replacement on an “as needed basis” throughout the year. Uniform replacement shall not exceed the initial issue to an employee in any year; provided that coveralls/overalls shall not be replaced more often than every two (2) years. Replacement should be considered when a uniform is grossly stained, torn beyond reasonable repair, generally worn out, or excessively faded.
 - e. Approving request for employee reimbursement of initial issue and replacement of uniforms, and forwarding request for reimbursement form to the City Clerk **or his/her designee** for final processing and payment.
 - f. Requiring employees to whom uniforms have been provided by the City to wear the uniform as a general operating standard.
9. Reference herein to the term “year” shall mean fiscal year.

CHAPTER TEN NINE

DISCIPLINARY ACTION

Sec. 9.1 Grounds

The following shall be grounds for taking disciplinary action, including employee dismissal from employment against a City employee:

- (a) Tardiness, early departure, absence without leave, abandonment of position, or other failure to maintain a satisfactory attendance record.
- (b) Unsatisfactory performance of duties in terms of quality or quantity.
- (c) For supervisors, the inability to plan, organize, or direct the work of subordinates.
- (d) In positions requiring initiative and independent judgment, the inability to perform duties without excessive supervision.
- (e) Insubordination, including the refusal or failure to comply with a proper order of higher authority; the refusal or failure to perform assigned work within capabilities; or the refusal or failure to perform regular and overtime work, lying, or acts of disrespect towards supervisors, superiors, management, or disobedience of orders.
- (f) Abuse of sick leave or other benefits.
- (g) Neglect, waste, damage, misuse, or unauthorized taking of any kind of City property.
- (h) Failure to retain qualifications necessary for the job.
- (i) Use of offensive language toward or abusive, improper, or discourteous treatment of any person or another City employee.
- (j) Harassment or unfair treatment of any person because of political or religious opinions or affiliations, or because of race, color, national origin, marital status, veteran status, age, sex or physical disability.
- (k) Possession, use, or presence under the influence of an intoxicating beverage or illegal drug while on duty or on City property.
- (l) Fighting or gambling while on duty.
- (m) Acceptance of any gratuity or gift for performance or nonperformance of duties, use of City position or time for private gain, or other conflict of interest violation.
- (n) Unauthorized or improper use of official authority.
- (o) Violation of the prohibitions on political activity or solicitation.
- (p) Use or attempted use of political influence or bribery to obtain a favorable personnel

action.

- (q) Falsification of any City document or record.
- (r) Unauthorized disclosure of official information.
- (s) Conviction of a crime under such circumstances that unfitness for the position results or that disciplinary action is otherwise necessary in the best interest of the City.
- (t) Failure to observe and follow required safety precautions and directives.
- (u) Conduct unbecoming a City employee, tending to be prejudicial to the reputation of the City government, or otherwise contravening the public interest.
- (v) Violation of the constitution of the United States or the State of Nebraska, any State or Federal law or regulations, and City Council or administrative requirement, or these personnel rules or applicable supplemental regulation.
- (w) For supervisors, the failure to maintain clean, safe, operational environment in facilities under his or her supervision.
- (x) For supervisors, failure to enforce directives or policies.
- (y) Sleeping on the job.
- (z) Theft, abuse, destruction, removal, or attempted removal of the City's or another employee's personal property or materials.
- (aa) Physical violence, fighting, or creating a disturbance on the City's premises or inciting others to such activities while at work.
- (bb) Threatening, intimidating, coercing, or abusing fellow employees, or any attempt to ~~retard~~ **inhibit** the work or advancement of another employee.
- (cc) Punching or marking another employee's time card, or permitting someone else to punch or mark your time card.
- (dd) Immoral behavior.
- (ee) Refusal to work overtime, particularly if the overtime is vital to the efficient operation of the City.
- (ff) Obscene language.
- (gg) Rudeness to customers.
- ~~(hh) Arguing or fighting with customers.~~
- (hh) Unlawful discrimination or harassment.

- (ii) Violation of any State or Federal law while working for the City.
- (jj) Unauthorized use of City equipment for personal purposes.

In addition, any other conduct not specifically noted above, if deemed serious by management, will result in disciplinary action, including immediate dismissal.

Sec. 9.2 Types of Disciplinary Action

Disciplinary action shall be consistent with the nature of the deficiency or violation involved and the record of the employee. Types of disciplinary action include oral reprimand, written reprimand, denial or delay of a scheduled salary increase, reduction in salary within grade, suspension from work with pay or without pay, demotion, and dismissal, including immediate dismissal from City employment. A lateral transfer may also be affected for disciplinary reasons. One or more of the foregoing types of action may be taken for a particular deficiency or violation. Disciplinary action shall be imposed in a clear and businesslike manner and, as appropriate, shall be directed at improving the employee's performance or conduct and at avoiding recurrence of the deficiency or violation.

Sec. 9.3 Disciplinary Authority

Unless otherwise provided by supplemental personnel regulations, all supervisors shall have the authority to issue oral and written reprimands to their subordinate employees. **The City Administrator and Department Heads** ~~Managers at and above the division department head level~~ shall have the authority for other types of disciplinary action, except that suspensions in excess of one calendar week, lateral transfers, demotions, and dismissals shall require the prior approval of the appointing authority as defined elsewhere in these rules. Disciplinary action other than oral reprimands shall be documented for permanent inclusion in the official personnel records of the employee involved.

Sec. 9.4 Protective Suspension

When an employee is under investigation for a crime or official misconduct or is awaiting hearing or trial in a criminal matter, he or she may be suspended from work with pay or without pay for the duration of the investigation or proceeding if necessary to protect the public interest. Such suspension shall require the approval of the appointing authority, and any return to duty shall be under such terms and conditions as may be specified by the appointing authority.

CHAPTER ELEVEN TEN

APPEALS AND GRIEVANCES

Sec. 10.1 Appeal Rights

An employee may file a written appeal of a disciplinary action with the City Administrator within ten working days after actual or constructive receipt of notice of the decision to take action, except that the following shall not be subject to the appeal procedure:

- (a) A disciplinary action taken by the Mayor and City Council, reconsideration of which shall be at that body's discretion.
- (b) An oral or written reprimand, which shall be subject to review through the grievance procedure.
- (c) A disciplinary action associated with failure of probation where there is no allegation of prohibited discrimination.

Sec. 10.2 Appeal Procedure

An employee appealing a disciplinary action shall state why he/she believes the action to be inappropriate. As administratively determined, action may be stayed pending the filing or processing of appeal or may take effect at any time after issuance of the notice of the decision to take action. The City Administrator shall conduct any investigation and/or hearing necessary to adjudicate the appeal. If the City Administrator determines that a hearing is necessary, the employee shall be afforded an opportunity to attend, to be represented by anyone of his or her choosing, and to present evidence and/or witnesses on his or her behalf. The City Administrator shall adjudicate the appeal within ten working days after filing or, if a hearing is held, within ten working days following conclusion of the hearing. The City Administrator shall have the authority to approve, rescind, or modify any disciplinary action taken or proposed which is appealed under this procedure.

After receiving the decision of the City Administrator, an employee may file a written appeal thereof regarding the disciplinary decision of the City Administrator, with the Mayor and City Council. The written appeal shall be filed with the City Clerk within seven days after actual or constructive receipt with a notice of the decision of the City Administrator. If the Mayor and City Council determines that a hearing is necessary, notice of a proposed hearing date shall be submitted to the employee, and the employee shall be afforded an opportunity to attend, to be represented by anyone of his/her choosing, and to present evidence and/or witnesses on his or her behalf. After conclusion of the hearings, the Mayor and City Council will render a decision within three weeks after the conclusion of the hearing.

Sec. 10.3 Grievance Policy

In keeping with the philosophy that employee dissatisfaction should be resolved at the lowest possible level with a minimum of paperwork, it shall be City policy to encourage employees to informally take any job related complaints to their immediate supervisors. Supervisors shall listen with care to employees, shall attempt to understand their points of view, and shall provide clear and timely responses to their complaints. An employee remaining dissatisfied with a working condition, reprimand, or other aspect of employment not subject to the appeal procedure may then use the formal grievance procedure.

Sec. 10.4 Grievance Procedure

An employee may submit a written grievance to his or her immediate supervisor within seven calendar days after the cause of the grievance arises or becomes known to the employee. The grievance shall clearly state the basis for the complaint and the relief requested. The supervisor shall discuss the grievance with the employee as necessary and shall provide a written response within seven calendar days after receipt. An employee remaining dissatisfied may then submit the grievance to the next higher supervisor within seven calendar days following receipt of the initial response, and so on up to the City Administrator, if necessary. Time limits shall be strictly enforced. Late submission of a grievance at any stage of the procedure shall bar its consideration. Similarly, if a supervisor below the level of the City Administrator should fail to provide a written response within seven calendar days after receipt of the grievance, the employee shall be allowed to take the grievance to the next higher supervisor.

Sec. 10.5 Final Authority for Grievances

The City Administrator shall be the final authority for considering a grievance and shall conduct any necessary investigation and/or hearing. If the City Administrator determines that a hearing is necessary, the employee shall be afforded an opportunity to attend, to be represented by anyone of his or her choosing, and to present evidence and/or witnesses in his or her behalf. The City Administrator shall provide the final written response to a grievance within ten calendar days after receipt or, if a hearing is held, within ten calendar days following conclusion of the hearing.

Sec. 10.6 Records

Management shall provide the Personnel Officer with copies of appeals, grievances, and the responses thereto as they occur for inclusion in official personnel records and/or appeal and grievance files as appropriate.

Sec. 10.7 ~~Sexual~~ Harassment

~~It is the policy of the City to provide an environment free of sexual harassment. Sexual harassment is a violation of Title VII of the Civil Rights of 1964, and it is against City policy for any employee to sexually harass another employee by:~~

- ~~(a) — Making unwelcome sexual advances or request for sexual favors or other verbal or physical conduct a condition of the employee's employment.~~
- ~~(b) — Making submission to or rejection of such conduct the basis for employment decisions affecting the employee.~~
- ~~(c) — Creating an intimidating, hostile, or offensive working environment by such conduct.~~

~~Sexual harassment refers to behavior which is not welcome, which is personally offensive, which fails to respect the rights of others, and which interferes with an employee's work performance. Sexual harassment may take many forms, but not limited to, the following:~~

- ~~(a). — Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, and threats.~~

~~(b) — Non-verbal: Sexually suggestive objects or pictures, pornographic commentaries, suggestive or insulting sounds, leering, whistling, or obscene gestures.~~

~~(c) — Physical: Unwanted physical contact, including touching, pinching, brushing against the body, coerced sexual contact, and assault.~~

~~Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the work place. Sexual harassment by any employee, manager, supervisor, or non-employee will not be tolerated. All employees, managers, and supervisors will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy.~~

~~Any employee who believes he or she has been subject to sexual harassment should promptly notify his or her immediate supervisor or if that is not appropriate, the Personnel Department or City Administrator. An investigation will be conducted and appropriate action will be taken when necessary to ensure compliance with the policy.~~

~~Any employee who complains pursuant to this policy will not suffer retaliation as a result. Complaints made which are knowingly false will result in discipline.~~

It is the policy of the City of Wayne, Nebraska ("City") to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. The purpose of the policy statement is to establish clearly and unequivocally that the City prohibits sexual harassment (or harassment based on age, disability, race, color, religion, national origin, veteran's status or marital status) by and of its' employees and to set forth procedures by which allegations of such harassment may be raised, investigated and resolved.

Sex or other types of illegal harassment are a form of employee misconduct, which interferes with work productivity and wrongfully deprives employees of the opportunity to work in an environment free from unsolicited and unwelcome sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited personnel practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sex harassment. Sexual harassment is defined in those guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

It shall be a violation of this City's policy to harass another employee sexually or to permit the harassment of an employee by a non-employee. Harassment may take many forms, including but not limited to:

1. Verbal harassment or abuse based on a person's sex, race, color, religion, national origin, age, disability, marital status or veteran's status.
2. Subtle pressure or requests for sexual activity.
3. Unnecessary touching of an individual, e.g., patting, pinching, hugging, repeated brushing against another employee's body.
4. Requesting or demanding sexual favors accompanied by implied or overt threats concerning an individual's employment status; or
5. Requesting or demanding sexual favors accompanied by implied or overt promise of preferential treatment with regard to an individual's employment status.

Any employee who feels he or she has been subjected to harassment has several ways to make his or her concerns known:

1. Aggrieved persons who feel comfortable doing so should directly inform the person engaging in the harassing conduct or communication that such conduct or communication is offensive and must stop.
2. If an aggrieved person does not wish to communicate directly with the person whose conduct or communication is offensive or if direct communication with the offending party has been unavailing, the aggrieved employee should contact his or her supervisor or the offending party's supervisor.
3. Aggrieved employees alleging either harassment by anyone with supervisory authority or the failure of a supervisor to take immediate action on the employee's complaint may communicate with other supervisory personnel or communicate directly with the Personnel Officer or City Administrator.

The complaint will be promptly and confidentially (to the extent possible) investigated. Appropriate action will be taken based on the results of the investigation. Regardless of the means selected for resolving the problem, the initiation of a complaint of harassment will not cause any reflection of the complainant nor will it affect such person's future business dealings with the City, his or her employment, compensation or work assignments.

CHAPTER TWELVE ELEVEN

RESIGNATION, LAYOFF AND INCAPACITY

Sec. 11.1 Resignation

An employee may leave the City service in good standing by submitting his or her resignation at least two weeks in advance of the effective date. The City Administrator, for good cause, may waive any portion of the notice period. An employee resigning without the required notice shall forfeit payment for unused holiday leave, sick leave, and vacation leave accrued and shall be ineligible for reinstatement. The appropriate department or division head or the Personnel Officer **City Administrator** shall conduct an exit interview with each resigning employee to determine the reasons for the resignation, to solicit suggestions for improving operations and personnel management, and to determine whether prohibited discrimination was a factor in the decision to resign.

~~Sec. 11.2 Retirement~~

~~The normal retirement date for general City employees will be the first day of the month following the attainment of age 65. Early retirement will be the first day of the month following the attainment of age 62. Employees may continue employment beyond age 65 by advising the Department Head and City Administrator it is the employee's desire. Health and physical capabilities will be determining factors.~~

Sec. 11.2 Layoff

A regular employee may be laid off from work because of lack of work or funds. Whenever possible, an employee laid off from one department ~~or division~~ shall be assigned to a suitable position elsewhere. Whenever possible, at least two weeks notice or two weeks severance pay in lieu of the notice shall be given prior to layoff. In determining the order of layoff, the following factors shall be taken into consideration:

- (a) Needs of service.
- (b) Nature of work to be curtailed.
- (c) Length of service.
- (d) In addition to the above factors, the advisability of demoting the employees in higher classes to lower classes for which they are qualified and laying off those in lower classes may also be considered.
- (e) No regular, full-time employee shall be laid off from any position while a temporary employee is still employed in the same department. Unless it is determined that two or more employees in the department in which a layoff is to be made possess substantial differences in their respective qualifications to perform the work to be done, the order of layoff shall be in the reverse order of the date when the employees first entered the service. Layoffs shall not be considered disciplinary actions.

Sec. 11.3 Separation for Incapacity

An employee may be separated for incapacity for medical reasons when the employee no longer meets the standards of fitness required for the position or is not physically capable of performing assigned duties without endangering self, other persons, or property. A finding of incapacity shall be made through individual medical determination by competent authority at the City's expense in a manner prescribed by the City Administrator. Separation for incapacity shall not be considered disciplinary action and shall not operate to deny an employee the use of any sick leave or other benefits that would otherwise be appropriate. Separation for incapacity is an administrative measure designed to protect the interest of the City and the employee and to unencumber the employee's position so that a replacement may be assigned for the maintenance of essential City functions.

Sec. 11.4 Benefits During Incapacity

During the incapacitated period upon the exhaustion of sick leave, the City will continue to pay the stipulated health insurance premium for an additional 30 days. After the thirty day period, it will be the individual's responsibility to pay the premium cost. After the exhaustion of sick leave, the vacation, holiday and sick leave benefits shall not accrue; nor will the employee receive holiday pay. (For information on pension refer to the Police or General Employees Pension Ordinance.)

CHAPTER THIRTEEN TWELVE

REINSTATEMENT

Sec. 12.1 Following Resignation

A person who resigned in good standing may be reinstated to a position at or below his or her former level within one year following resignation, provided that the person is qualified to perform the duties of the position and such reinstatement would be in the best interest of the City.

Sec. 12.2 Following Layoff

A person who was laid off from City employment may be reinstated any time to a position at or below his or her former level, provided that the person is qualified to perform the duties of the position. In appropriate circumstances, reinstatements following layoff shall be based on seniority, with the persons with the longest total regular City service being reinstated first.

Sec. 12.3 Following Separation for Incapacity

A person who was separated for incapacity may be reinstated to a position at or below his or her former level within one year following separation, provided that the incapacity has been removed to the satisfaction of the City, the person is otherwise qualified to perform the duties of the position, and the reinstatement would be in the best interest of the City.

Sec. 12.4 Restoration of Credits

Following a reinstatement, periods of regular City service shall be combined to determine the employee's seniority. Similarly, any sick leave balance for which the employee did not receive payment at the time of separation shall be restored.

Sec. 12.5 Other Re-employment

Former employees ineligible for reinstatement under specific provisions of this chapter or under laws applicable to certain military veterans may be considered for re-employment in the same manner as members of the general public. In such circumstances there shall be no restoration of credits upon re-employment.

CHAPTER FOURTEEN THIRTEEN

CLASSIFICATION AND COMPENSATION

Sec. 13.1 Position Classification

A class is a group of positions or individual jobs that involve similar duties and responsibilities require similar qualifications, and which are properly designated by one official title indicative of the nature of the work. The City Administrator, with the assistance of the ~~Personnel Officer~~ **administrative staff**, shall allocate each City position to an appropriate class. Allocations shall be objectively based on the duties and responsibilities of positions and not on the abilities or other characteristics of individual incumbents. A class may include only one position. The City classification plan shall consist of the overall grouping of similar positions into classes and a set of current class specifications including for each class a non-restrictive description of the nature of the work, a statement of the qualifications required for employment, and the official class title, the existence of which shall not preclude the use of functional or working titles in appropriate circumstances. The classification plan shall serve the following purposes:

- (a) To help describe work distribution, areas of responsibility, lines of authority, and other characteristics of City positions.
- (b) To provide a basis for recruitment and selection activities.
- (c) To provide a basis for developing standards of work performance.
- (d) To help identify training needs.
- (e) To establish lines of promotion.
- (f) To help ensure like pay for like work.
- (g) When related to compensation, to assist in determining budget requirements.

Sec. 13.2 Classification Plan Maintenance

The Personnel Officer shall maintain the master set of class specifications and shall periodically review the classification plan to ensure that it is kept current. The plan shall be updated as necessary when a position is created or abolished or when there are significant changes in duties, responsibilities, or required qualifications. Department ~~and division~~ heads shall promptly notify the Personnel Officer when changes likely to affect the classification plan occur or are planned in their organizations. If necessary, the City Administrator may reallocate a position from one class to another. An employee in a position which is reallocated shall ordinarily be eligible to continue to serve therein if he or she has successfully performed the principal duties and responsibilities of the new class or substantially meets its required qualifications. The ~~Personnel Officer~~ **City Administrator, with the assistance of administrative staff**, shall provide department ~~and division~~ heads with copies of the current class specifications applicable to their organizations and shall make the master set available for review by interested employees.

Sec. 13.3 Pay Schedule

Subject to review by the Mayor and City Council, the City Administrator shall assign classes to grades based on relative duties, responsibilities, required qualifications, and other relevant factors. The Mayor and City Council shall establish for each grade an hourly salary range comprised of a minimum step or rate of pay, a maximum step, and any number of intermediate steps. The aggregate of these salary ranges shall constitute the pay schedule. The assignment of classes to grades, the pay schedule, and the rules and procedures for its administration shall constitute the City pay plan.

Sec. 13.4 Pay Plan Maintenance

The City Administrator, with the assistance of the ~~Personnel Officer~~ **administrative staff**, shall periodically review the pay plan to ensure that desirable relationships among classes are preserved and that salary levels in the applicable labor markets are properly reflected. The City Administrator shall propose to the Mayor and City Council such general pay adjustments as are necessary for the City to remain a competitive and equitable employer and to meet the requirements of the Commission of Industrial Relations and State law. General pay adjustments shall ordinarily be applied to all grades on a fixed percentage, across-the-board basis by means of re-promulgating the pay schedule. General pay adjustments in and of themselves shall not affect the assignment of classes to grades or the rate of progression of individual employees within grade.

Sec. 13.5 Step Placement

The following rules shall govern step placement on the pay schedule:

- (a) No employee shall be paid less than the minimum salary for the grade to which the class including his or her position is assigned.
- (b) No employee shall be paid more than the maximum salary for the appropriate grade, except that an employee whose job is downgraded by reclassification or changes in the labor market, through no fault of the employee, shall continue to receive his or her last previous rate of pay, if it is above the new maximum, until such time as a step on the new salary range equals or exceeds the previous rate.
- (c) A new employee shall ordinarily be paid at the minimum step, except that the appointing authority may authorize hiring above the minimum if the appointee possesses clearly exceptional qualifications and such action would be in the best interest of the City.
- (d) A new employee or an employee receiving a promotion may be granted a merit salary increase upon successful completion of his or her probationary period, contingent upon satisfactory performance as certified by the employee's department ~~or division~~ head.
- (e) An employee receiving a promotion may receive a salary increase at the time of promotion and may be granted a merit increase upon successful completion of his/her probationary period. The opportunity for a further merit increase will occur on the new anniversary date, one year from the completion of the probationary period.
- (f) An employee receiving a merit pay denial shall be denied for a period of six months;

upon the completion of the six-month period and reevaluation, the employee may be granted a merit increase.

- (g) **Employees may also be given cost of living increases. An employee who is in an introductory status or on probation for any reason shall not receive the cost-of-living increase.**

Sec 13.6 Compensation and Overtime

The work cycles for the various employee groups shall be as follows:

General	7-day work cycle	40 hours
*Sworn Police	14-day work cycle	84 hours

Employees working beyond the hours in a given cycle shall be eligible for paid overtime at time and one half. For purposes of computing overtime, the base hours shall exclude all hours used for vacation and sick leave. All periods during which employees are completely relieved from duty and which are long enough to enable them to use the time effectively for their own purposes are not hours worked. Employees required to work on a holiday, excluding the Floating Holiday, shall be paid time and one-half. The City Administrator, upon the request of the non-exempt employee, may compensate in cash, overtime worked on holidays and emergency call-out time by the employee at the rate of 1.5 times the employee's regular wage rate. Nonexempt employees are prohibited from performing city work outside of normal working hours without prior authorization by their supervisor.

Police Department: Hours of work during which employees respond to work pursuant to an off-duty call arising out of their employment (e.g. court time) or who appear for official parade duty arising out of their employment at a time during which they are not otherwise on duty during a scheduled shift shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding/parade and shall be guaranteed a minimum of 2 hours compensation and overtime credit.

Sec. 13.7 Employee Exempt from Overtime

The following employee position classifications are exempt from overtime:

<u>POSITION CLASSIFICATION</u>	<u>CATEGORY OF EXEMPTION</u>
City Administrator	Executive
City Clerk	Executive
Finance Director	Executive
Chief of Police	Executive
Senior Citizens Center Coordinator	Executive
Recreation Services Director	Executive
Library Director	Executive
Park and Recreation Director	Executive
Superintendent of Electric Production	Executive
Superintendent of Electric Distribution	Executive
Street and Planning Director	Executive
Water/Wastewater Superintendent	Executive

Sec. 13.8 Call-Back Time

An employee eligible for overtime compensation who is called back to duty after leaving work shall always receive credit for one hour. The minimum entitlement shall be one hour credit followed by increments of credit to the nearest quarter hour.

In the event that before or after-hours job related use of city-provided computers, **or** cell phones, **or other electronic devices** ~~or BlackBerry-type devices~~ by non-exempt employees is required, but the employee is not called back to duty, non-exempt employees are required to accurately record the time that they spend using the devices in quarter hour increments and submit that time worked for compensation.

Sec. 13.9 On-Call Time

The employees of the City of Wayne, excluding the Police Department, when they are "on call," are not required to be on the City premises. The City allows the employees to leave telephone numbers or use the City paging system, where said worker may be reached while said worker is "on call," and said employee is not restricted in any manner whatsoever, other than being available for "on call," if called or paged by the City. An employee who is "on call" with the City shall be paid the sum per hour as herein provided for the period that said employee is "on call." Further, any time an employee is called to work by the City while the employee is "on call," the employee shall be credited with a minimum of one hour for each period that said employee is called to work, even though the actual work period is less than one hour. Any work period in excess of the one hour minimum, shall be credited by the actual time. The "on-call" sum to be paid per hour shall be ~~\$1.00~~ **\$1.50**.

On-call pay for the Police Department shall be paid at the rate of \$5.00 per hour.

Sec. 13.10 Pay Checks

Pay checks shall ordinarily be distributed every other ~~Friday~~ **Thursday**. Prior to releasing an employee's check, the department ~~or division~~ head shall ensure that there is sufficient work time and/or paid leave to cover the gross pay indicated for the period involved.

Sec. 13.11 Employee Benefits

In order to remain a competitive and equitable employer and to comply with applicable laws, the City offers a total compensation plan consisting not only of pay but also of substantial employee benefits. The Personnel Officer shall make information available concerning current benefits, some of which may be provided at an employee's option, in whole or in part at his or her expense, and /or only to certain categories of employees. It is the responsibility of the employee to notify the personnel office and the plan administrators of changes in the employee status, change in beneficiaries, marriage, additions to households, etc.

The following are the principal employee benefits which are offered prorata on the basis of a 40 hour week to all regular, full-time employees after completing necessary waiting periods:

- (a) Health and Major Medical Insurance:
 - PPO program with no limit for maximum major medical expenses.

2018: Deductibles will be \$2,000 for single and \$4,000 for family coverage in the PPO. The employer is self-insuring (80/20) a ~~\$6,550~~ **high deductible plan** for single and ~~\$13,100 deductible for~~ family after meeting either one or two deductibles. An eligible employee qualifies on the first day of the month following 30 days of continuous employment.

The City will pay 80% of the premium for single employee and 70% for family coverage. The employee will pay 20% of the premium for single coverage and 30% for family coverage.

As an incentive for the employee and family to reduce the deductible to \$1,500 for single and \$3,000 for family coverage paid for by the City, the following must be met:

- Employee and spouse must be a non-tobacco user. The City reserves the right to verify this by nicotine blood test; and
- Employee and spouse must have annual physical as provided in the plan.

Effective 5/1/17, as an additional incentive for the employee and family to reduce the portion of the premium they pay bi-weekly for single and family coverage, the following must be met:

- Employee and spouse must be a non-tobacco user. The City reserves the right to verify this by nicotine blood test (credit of 7.5% employee and 7.5% spouse – total 15%); and
- Employee and spouse must have annual physicals as provided in the plan (credit of 7.5% employee and 7.5% spouse – total 15%).

The City will pay for any portion of the annual physical that is not covered 100% by the health insurance provider after 5/1/17.

Pre-op physicals will not count as having an annual physical after 5/1/17.

The Employer will self-insure vision benefits as follows:

Vision: \$10 co-pay per exam
 50% discount for eyeglasses ~~at member facilities~~
 ~~25~~ **50**% discount for contacts
 \$100 for Safety Glasses

(b) COBRA:

If an employee or family member elects to go on COBRA under the City's group health insurance plan, the plan benefits will be the same as those of the original policy, not those benefits which the City provides by self-funding the policy.

(c) Life Insurance:

The City pays for group life insurance. The amount of insurance generally equals one times (1x) annual salary to the next highest \$1,000.

(d) Disability Insurance:

A tailored program of coverage paid by the City for short term disability for up to 52 weeks of weekly benefit starting after a 30 day period, and long term disability with a monthly benefit starting after twelve months of short term disability. The plan generally pays employees 60% of their gross pay subject to certain maximums for qualifying conditions.

(e) Retirement:

The City of Wayne provides a deferred compensation retirement savings plan to eligible employees and a 401(a) Money Purchase Plan. An eligible full-time employee may participate in the retirement plan from their date of hire. However, the City will start contributions after one (1) year of employment and upon finishing probationary period for eligible employees. **At that time, the employee must contribute 1% of their annual wage. ~~but not more than 19%~~.** The City will contribute ~~6~~7% of their annual base salary to the 401(a) Money Purchase Plan.

City Administrator Recommendation: The City will match up to 7% of the employee's contribution.

2020: A participant may contribute up to 100% of their pay until they reach the annual maximum which is \$19,000. (\$25,000 if age 50 or over, and \$38,000 if the participant is utilizing the Pre-Retirement Catch-Up provision)

***The employer and employee contributions count towards the annual maximum.**

An eligible regular part-time employee working ~~30~~ 29 or more hours per week may participate with unmatched contributions in the retirement plan from their date of hire.

According to State Statute and Civil Service requirements, sworn police officers receive pension contributions from the City immediately at a rate of ~~6.5%~~ 7% employee, ~~6.5%~~ 7% employer. The deferred compensation retirement savings plan may be used by sworn police officers, as well; however, the City will not match any employee contributions.

(f) Flexible Employee Benefit Plan:

The Flex Plus Plan was developed to allow eligible employees to use before-tax earnings to purchase benefits under the Plan; examples of flexible spending account benefits include child care, unreimbursed medical expenses, health and accident insurance premium, etc.; Federal, State and Social Security taxes do not apply to these benefits.

An employee may participate in the Plan as of the first day of the month after completing the first day of employment. Prior to the date of being eligible to participate in the Plan, an employee is required to fill out an election form.

- (g) Paid holidays, personal days, and leave for vacation, illness or other designated purposes.

Benefits available to regular status employees hired to work 29 hours per week, only, include prorated vacation, sick leave, holidays, and personal leave.

Benefits available to all employees:

- Worker's Compensation
- Social Security

More pertinent information regarding paid holidays, personal days, vacation, and sick leave and other leave are included elsewhere in this manual. Any questions not answered in the manual with regard to benefits should be directed to the Personnel Officer.

- (h) Educational Scholarships for Full-Time Employees

Providing that scholarship funds for this program are budgeted and available, any employee regularly scheduled to work 40 hours per week or more is eligible to apply for up to \$150 in scholarship funds per calendar year for tuition and/or books for an approved trade or educational course related to his or her job description at an approved two or four-year degree institution. The course, the educational institution, and the application must be pre-approved by the department head.

- (i) **Membership in the Nebraska Energy Credit Union**
- (j) **Single membership at Community Activity Center**