

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
June 15, 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. **Reminder: Council Retreat on Tuesday, June 29th, at 5:30 p.m. at the Wayne Fire Hall. Please email Wes or Betty any items you would like to discuss at the retreat by Monday, June 21st.**
3. [Approval of Minutes – June 1, 2021](#)
4. [Approval of Claims](#)
5. [Action on the Volunteer Fire Department Application for Cadet Membership of Logan Miller — Phill Monahan, Fire Chief](#)
6. [Action on the request of Patty Wieland to return her newly adjusted sewer rate to what it was a year ago based on previous year’s water consumption](#)

Background: Patty has a made a request to have her sewer winter average changed to what it was last year. Her water and sewer usage histories are included in the packet, as well as her letter outlining her reasons for the request.

7. [Action on a request for an “Easement for Fiber Optic Facilities & Structures” —Allo Communications, LLC \(A portion of PICD 0080232.00, Tracts located within the North 1/4 of Section 18, Township 26, Range 03 East of the 6th P.M., City of Wayne, Wayne County, Nebraska, more particularly described as follows: 15 feet offset from the east-most side of the parcel 0080232.00\) – located by “Old Girl Scout Cabin” property](#)

Background: This easement across the area east of the baseball field is to run fiber over to equipment that will set on the property to the south of this area.

8. [Action on a request for an “Easement for Fiber Optic Facilities & Structures” —Allo Communications, LLC \(A portion of PID 0080170.00, Tracts located within the South 1/2 of Section 7, Township 26, Range 4 East of the 6th P.M., City of Wayne, Wayne County, Nebraska, more particularly described as follows: Commencing at the Southeast Corner of Parcel Id 0080170.00; thence, along the southern parcel line, a distance of 10](#)

feet west; thence, paralleling the east parcel line, a distance of 35 feet north; thence, paralleling the southern parcel line, a distance of 10 feet east; thence, paralleling the east parcel line, a distance of 35 feet south to the point of beginning) – located by Viken Park

Background: This easement in Viken Park is needed to set equipment for one of the PON's Allo talked about in the permit.

9. **Public Hearing:** To Consider the Planning Commission's recommendation regarding the "Savidge Court 2nd Addition Plat, a Replat of the Savidge Court Administrative Replat" (Advertised Time: 5:30 p.m.)

Background: The Planning Commission will hold a public hearing on this matter, Monday, June 14th, and will forward their recommendation to you at meeting time. Lucas Thompson is purchasing these lots (3) in Western Ridge from the Community Redevelopment Authority, but would like to replat them to build two townhomes on.

10. **Resolution 2021-29: Approving the "Savidge Court 2nd Addition Plat, a Replat of the Savidge Court Administrative Replat"**
11. **Resolution 2021-30: Accepting bid and awarding contract on the "Request for Proposals – Lagoon Fence Project"**

Background: We received two bids on this project. The recommendation of staff is to award the project to the low bidder, Noswett Fencing & Decks, Columbus, NE, for \$25,426.51. A photo showing where the fence will go is included in this packet.

12. **Resolution 2021-31: Approving Agreement with Hanna:Keelan Associates PC for professional services relating to a "Community Housing Study Update"**
13. **Ordinance 2021-9: Amending the Zoning Map — Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska, from I-1 Light Industrial and Manufacturing to R-4 Residential (Third and Final Reading)**
14. **Ordinance 2021-10: Amending Wayne Municipal Code, Title XV Land Usage, Chapter 152 Zoning, Section 152.064 R-4 Residential District (D) Permitted Conditional Uses (2) Exceptions to include (4) Electrical Distribution Substations, Gas Regulator Stations, Communications Equipment Buildings, Public Service Pumping Stations and/or Elevated Pressure Tanks (Third and Final Reading)**

15. Discussion regarding "Food Truck Parking"

Background: With an increase in food trucks around town, a discussion needs to start about how the City currently regulates them on City property/in the right-of-way, if there should be limits on private property, and if the City should provide a designated area for them. This is for discussion only.

16. **Resolution 2021-28: Adopting City Administrator Employment Agreement**

Background: Amendments to the City Administrator's Employment Agreement will be available at meeting time. Included in the packet is a copy of last year's agreement.

17. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
June 1, 2021**

The Wayne City Council met in regular session at City Hall on June 1, 2021, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order with the following in attendance: Councilmembers Terri Buck, Nick Muir, Yasuko Taoka, Chris Woehler, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Dwaine Spieker and Jason Karsky.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 20, 2021, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Council Chambers, as well as on the City of Wayne website at cityofwayne.org/8/Government, and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Mayor Giese reminded Council about the town hall meeting to be held on Tuesday, June 8th, at 7:00 p.m. at the Community Activity Center regarding the 2021 Community Attitude Survey and renovation of the old bathhouse.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to approve the minutes of the meeting of May 18, 2021, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker and Karsky who were 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; AMERITAS, SE, 174.53; AMERITAS, SE, 103.40; AMERITAS, SE, 2562.06; AMERITAS, SE, 72.00; APPEARA, SE, 44.40; ARKFELD LOCK & SECURITY, SE, 177.25; BATTERY SOLUTIONS, SU, 329.85; BIG RIVERS ELECTRIC CORPORATION, SE,

117565.44; BLUE CROSS BLUE SHIELD, SE, 48131.31; BOK FINANCIAL, RE, 228027.50; BOK FINANCIAL, RE, 220811.25; BOMGAARS, SU, 1688.62; BROWN SUPPLY, SU, 270.00; CITY EMPLOYEE, RE, 500.00; CITY EMPLOYEE, RE, 130.55; CITY EMPLOYEE, RE, 305.60; CITY EMPLOYEE, RE, 26.86; CITY OF WAYNE, PY, 92279.03; COLONIAL RESEARCH, SU, 322.25; CORE & MAIN, SU, 4521.24; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE, SE, 103.20; DGR & ASSOCIATES, SE, 1177.00; DSF WAYNE SHORT STOP, RE, 85000.00; DUGAN BUSINESS FORMS, SU, 625.00; DUTTON-LAINSON, SE, 3210.00; ECHO GROUP, SU, 87.94; ESRI, SE, 2150.00; FIRST CONCORD GROUP, SE, 3467.88; FLOOR MAINTENANCE, SU, 187.12; GERHOLD CONCRETE, SU, 2302.26; GROSSENBURG IMPLEMENT, SU, 42.32; HAWKINS, SU, 2649.18; HILAND DAIRY, SE, 149.13; HOMETOWN LEASING, SE, 436.02; HORIZON CONSTRUCTION, RE, 500.00; HYDRO TECH, SU, 100.00; ICMA, SE, 275.65; ICMA, SE, 1446.86; ICMA, SE, 147.00; ICMA, SE, 124.70; ICMA, SE, 366.40; ICMA, SE, 61.88; ICMA, SE, 8360.08; ICMA, SE, 112.52; ICMA, SE, 145.28; ICMA, SE, 154.72; INTERSTATE BATTERY SYSTEM, SU, 126.95; IRS, TX, 3624.40; IRS, TX, 10646.15; IRS, TX, 15497.82; ISLAND SPRINKLER SUPPLY, SU, 145.12; JEO CONSULTING GROUP, SE, 1172.06; KELLY SUPPLY COMPANY, SU, 133.29; LAWYER, MICHELLE, RE, 70.00; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 420.00; LOBERG, JACKIE, RE, 75.00; MURRAY CONSTRUCTION, RE, 500.00; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 88010.38; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 199932.24; NE DEPT OF REVENUE, TX, 4541.10; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 221.00; NERC, FE, 1819.50; NMPP ENERGY, SE, 400.00; NORTHEAST POWER, SE, 13882.96; OLSSON ASSOCIATES, SE, 6407.50; O'REILLY AUTOMOTIVE STORES, SU, 20.22; R & L CARRIERS, SU, 1634.63; REZURRECTED ROD & KUSTOM, SE, 2744.09; STADIUM SPORTING GOODS, SE, 80.00; STAN HOUSTON EQUIPMENT, SE, 175.00; STAPLES, SU, 26.17; STATE NEBRASKA BANK & TRUST, RE, 87048.75; THE HOME DEPOT PRO, SU, 43.68; THRASHER, RE, 500.00; TOTAL GRAPHICS, SU, -157.20; WISNER WEST, SU, 102.63; ADAMSON, TOM, SU, 8.00; APPEARA, SE, 52.40; BLACK HILLS ENERGY, SE, 511.59; CITY EMPLOYEE, RE, 831.43; CITY EMPLOYEE, RE, 500.00; CITY EMPLOYEE, RE, 126.93; CITY EMPLOYEE, RE, -831.43; CITY EMPLOYEE, RE, 704.50; CITY OF WAYNE, RE, 5,937.85; DANIELSON, SARALOU, RE, 46.00; GERHOLD CONCRETE, SU, 1339.81; HILAND DAIRY, SE, 157.83; HORIZON CONSTRUCTION, RE, 500.00; JANWAY COMPANY, SU, 208.42; JOHNSON'S PLUMBING & HEATING, SU, 572.80; LIFE LINE SCREENING, RE, 200.00; MAGNUSON HOPKINS EYE CARE, SU, 111.20; MARCO, SE, 175.92; MILLER LAW, SE, 5416.67; MUNICIPAL SUPPLY, SU, 102.33; NORTHEAST POWER, SE, 6502.00; PING TREE SERVICE, SE, 603.00; TYLER TECHNOLOGIES, SE, 200.00; WAED, SE, 8592.41

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

Mike Powicki, representing the Wayne Kiwanis Club, was present requesting Council consideration on their request to close 2nd Street from Main Street east to the west side of the alley on Saturday, July 10, 2021, from 6:00 a.m. until the start of the Chicken Show parade, for the "Kiwanis Club Omelet Feed." They have provided the necessary proof of insurance for the event.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving the request of the Wayne Kiwanis Club to close 2nd Street from Main Street east to the west side of the alley on Saturday, July 10th, from 6:00 a.m. until the start of the Chicken Show parade. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried.

Ordinance No. 2021-8 came on for the third and final reading with the proposed amendments included therein, as recommended from the previous meeting. The same was tabled at the last meeting.

Joel Hansen, Street and Planning Director, reviewed the changes made to “Temporary Occupancy:”

“Section 110.4 Temporary Occupancy. Add the following text to the end of this section, “The owner of the building shall provide an additional cash deposit in the amount of \$1,000 that will be returned upon issuance of a final certificate of occupancy. If at any time the building permit is revoked or becomes invalid the deposit will be forfeited to the City.”

In order to obtain a temporary occupancy the following items shall be completed:

1. House numbers on the front of the building.
2. Exterior siding (not just moisture barrier) placed on the building.
3. Driveway surfaced as required by the zoning code.
4. All smoke/carbon monoxide detectors installed per code.
5. Handrails on all stairs as required by code.
6. Hot water available as required by code.
7. One working sink.
8. One working toilet.
9. One working tub or shower.
10. Front stoop/stairs completed.
11. Any deck over 30” above the adjacent grade must have guardrails installed as required by code or access to the deck denied by removing operational hardware from any exterior door entering the deck, or by other means that prevent the door from being unlocked and opened. Also any access from the ground level may not be put in place without guardrails on the deck for temporary occupancy to be allowed.”

After some discussion, the consensus of Council was to add another item to the list as recommended by staff above: “Final approval by the State Electrical Inspector.”

In addition, the following language was added to Section 105.5 Expiration: “The two years shall include any temporary occupancy of the building.”

Mr. Hansen also noted that another change was needed in Section 3410.2 Applicability — the date needed to be changed from June 1, 2021 to July 1, 2021.

After discussion, Councilmember Eischeid introduced Ordinance No. 2021-8, and moved for approval of the third and final reading thereof as amended and with the following changes:

Add "Final approval by State Electrical Inspector" to the Temporary Occupancy list, and change the date from June 1, 2021, to July 1, 2021, in Section 3410.2 Applicability; Councilmember Woehler seconded.

ORDINANCE NO. 2021-8

AN ORDINANCE TO AMEND TITLE XV LAND USAGE, CHAPTER 150 BUILDING REGULATIONS; CONSTRUCTION, SECTION 150.15 BUILDING CODE; BUILDING PERMITS; SECTION 150.16 ELECTRICAL CODE; SECTION 150.17 ONE AND TWO FAMILY DWELLING CODE; SECTION 150.18 PLUMBING CODE; PLUMBERS; SECTION 150.19 MECHANICAL CODE; SECTION 150.31 PROPERTY MAINTENANCE CODE; SECTION 150.32 ENERGY CONSERVATION CODE; AND SECTION 150.33 STRUCTURES DAMAGED BY FIRE, FLOOD, WIND, DISASTER OR OTHER CALAMITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried.

Mayor Giese stated that BJ Woehler visited with him regarding Ord. No. 2021-9 amending the zoning of Lot 3, Southeast Addition to the City of Wayne. He was against rezoning this property from I-1 to R-4.

After discussion Councilmember Eischeid introduced Ordinance No. 2021-9, and moved for approval of the second reading thereof; Councilmember Buck seconded.

ORDINANCE NO. 2021-9

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM I-1 LIGHT INDUSTRIAL DISTRICT TO R-4 RESIDENTIAL DISTRICT.

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

Councilmember Brodersen introduced Ordinance No. 2021-10, and moved for approval of the second reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2021-10

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.064 — R-4 RESIDENTIAL DISTRICT, SUBSECTION (D) PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND 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 Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Administrator Blecke stated the following Ordinance would amend Sec. 31.26 Public Administration to bring it in line with LB83 that was recently passed regarding virtual conferencing. This is to allow virtual conferencing through the Open Meetings Act. The League is recommending that cities amend their code books to meet State Statute.

Councilmember Eischeid introduced Ordinance No. 2021-11 and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2021-11

AN ORDINANCE TO AMEND TITLE III PUBLIC ADMINISTRATION, CHAPTER 31 CITY COUNCIL, SECTION 31.36 PUBLIC PARTICIPATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, 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 Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to move for final approval of Ordinance No. 2021-11. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried.

Mayor Giese requested Council to table action on Resolution 2021-28 adopting City Administrator Employment Agreement until the next meeting.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to table action on Resolution 2021-28 until the next meeting. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Woehler, to set the next Council Mini-Retreat for Tuesday, June 29th, at 5:30 p.m. at the Wayne Fire Hall. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Spieker and Karsky who were absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:02 p.m.



Vendor	Payable Description	Payment Total
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES/FIBER LINE LEASE	2,444.50
AMERITAS LIFE INSURANCE	AMERITAS ROTH	157.25
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,624.34
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	94.15
APPEARA	CAC MAT SERVICE	44.40
ASPEN EQUIPMENT CO.	FLATBED & CRANE	26,091.00
BLACKBURN MANUFACTURING CO	MARKING FLAGS	325.26
BOARDERS INN & SUITES	LODGING-FIRE SCHOOL	1,666.00
BORDER STATES INDUSTRIES, INC	SECTIONALIZING CABINET	1,023.51
BRINER, WAYNE	FIRE SCHOOL PER DIEM	150.00
CARHART LUMBER COMPANY	WOODFAUCET/SEALANT/SOCKETS	644.07
CARPENTER PAPER COMPANY	PAPER TOWELS	535.68
CARROLL DISTRIBUTING	MIRROR/CAUTION TAPE/BLADES	587.45
CENTURYLINK	TELEPHONE CHARGES	426.69
CITY OF WAKEFIELD	LIFEGUARD CERTIFICATION REIMBURSEMENT	700.00
CITY OF WAYNE	PAYROLL	84,923.65
CITY OF WAYNE	UTILITY REFUNDS	2,128.36
COPY WRITE PUBLISHING	SHIPPING CHARGES	217.95
DANKO EMERGENCY EQUIPMENT	ARTICULATING LADDER OVERHAUL	600.00
DAUM, NICHELLE	AUDITORIUM DEPOSIT REFUND	200.00
David & Nikki Lindner	BUILDING PERMIT DEPOSIT REFUND	250.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY	2,596.52
EASYPERMIT POSTAGE	POSTAGE ON UTILITY BILLS	884.32
ED M. FELD EQUIPMENT CO INC	GLOVES	156.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/TO GO CONTAINERS	246.48
FRIDERES, AUSTIN	FIRE SCHOOL PER DIEM	150.00
GERHOLD CONCRETE CO INC.	CONCRETE	1,541.76
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	450.69
GROSSENBURG IMPLEMENT INC	HOSE/FITTINGS/SCREWS	378.32
HAWKINS, INC	POOL INJECTION VALVE/CLARIFIER	165.56
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	145.37
HILL, MONTANA	FIRE SCHOOL PER DIEM	150.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	112.52
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	372.47
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	145.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	159.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	366.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,360.08
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,446.86
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	147.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	124.70

Vendor	Payable Description	Payment Total
IRS	FICA WITHHOLDING	14,552.16
IRS	MEDICARE WITHHOLDING	3,403.40
IRS	FEDERAL WITHHOLDING	10,708.73
JACK'S UNIFORMS	POLICE UNIFORM	1,044.70
JOHN'S WELDING AND TOOL LLC	GAS CYLINDER	136.22
JONES, LEONARD	BUILDING PERMIT DEPOSIT REFUND	500.00
KRING, KYUANA	FIRE SCHOOL PER DIEM	150.00
LUTT OIL	GASOLINE	5,755.53
MAAS, COURTNEY	RUN CLUB SUPPLIES	21.35
MAIN STREET GARAGE, LLC	TOWING CHARGES	75.00
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	1,495.59
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	103.40
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	2,754.76
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	202.00
MILLER, GRANT	FIRE SCHOOL PER DIEM	150.00
MONAHAN, PHILLIP	FIRE SCHOOL PER DIEM/MILEAGE	305.68
NE DEPT OF REVENUE	STATE WITHHOLDING	4,573.88
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	26,538.36
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	236.27
O'REILLY AUTOMOTIVE STORES, INC.	BRAKE PADS/ROTOR/FILTERS/OIL	210.58
PAC N SAVE	CUPS	5.09
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	522.08
PEARCY, SHAWN	FIRE SCHOOL PER DIEM	150.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	97.34
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,375.00
QUADIENT LEASING USA, INC	POSTAGE METER LEASE	655.38
QUALITY FOOD CENTER	COFFEE/ICE/OIL	26.35
SERVICE TECH OF CENTRAL IOWA, INC	FIRE HYDRANT REPAIRS	1,993.59
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	225.54
SPLASHTACULAR	NETTING	650.00
STATE NEBRASKA BANK & TRUST	ACH	61.84
TAMIRAT, MOLLY	FIRE SCHOOL PER DIEM/MEAL	108.60
TITAN MACHINERY	FILTERS	316.00
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE/TAX ANNUAL FEES	3,239.29
UTILITY EQUIPMENT CO	ORING/GRIPPER	67.39
VANHORN, NICK	FIRE SCHOOL PER DIEM	150.00
VIAERO WIRELESS	CELL PHONE	67.32
WASTE CONNECTIONS	SANITATION BILLING	261.25
WAYNE FIREWORKS COMMITTEE	FIREWORKS PROMOTION	2,000.00
WAYNE HERALD	ADS	190.00
WAYNE HERALD	ADS	140.50
WESCO DISTRIBUTION INC	TAPE	278.20
WESTERN AREA POWER ADMIN	ELECTRICITY	16,384.26
WINNING FINISH	SHAMPOO VAN CARPETS	210.00
	Grand Total:	246,098.42

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

APPLICATION FOR MEMBERSHIP

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

Name Logan Miller Address 312 S. Nebraska St. Wayne, NE
Phone Number 402-369-9953 Social Security #
Driver's License Number and Issuing State NE H14074858
Employer City of Wayne Occupation Lifeguard / student
How long have you been employed by your present employer? 1 year - this is my 2nd summer
Previous Employer and Address n/a

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

Do you have any physical ailments or disabilities that could affect your performance on the department?

NO

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

Applicant's Signature Logan Miller Date 5/19/21

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

Applicant's Signature Logan Miller Date 5/19/21

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

Brian Bell B. McD

Secretary's Signature Tom Schmitz Date 6-1-2021

Chief's Signature Phil Mowbray Date 6-1-2021

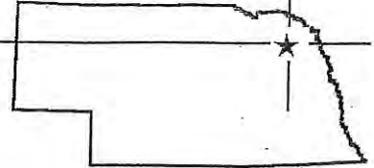
.....
Council approved on _____ certified by City Clerk _____

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Patty Wieland

Address: Wayne NE

Telephone No.: _____

Date of Request: 06-08-21

Description of Requested Topic: Sewer Rate
See attached letter and documentation.



Dear City Council,

I respectfully request my sewer rate return to rate previous set \$25.43. Sewer rates are set based on water consumption.

I am sure my outside water was left turned on by neighborhood kids. This would have been done after I was done watering newly planted trees for the season. I have been having issues with said kids (vandalism, stealing the list goes on) I did contact the police, they asked if I had any pictures of them doing what I was talking about and of course I did not. I talked with the caretaker of the apartments where they lived and was told they were having issues as well. My other neighbor also saw the kids in my yard, but like me they would run away and no pictures taken.

Obviously I did not realize this till I questioned my bill and was told about the excessive water usage. That surprised me as I was focused on my electrical usage. I followed the suggestions where I might have a water leak. I did not find a reason (outside water spigot) until I needed to water the trees I planted last year. I did turn the water off from the inside to prevent this from happening again.

Again the city office has been great help, letting me know my new sewer rate will not change till my water consumption average is taken again next Dec., Jan., and Feb. I am compelled to request that the new sewer rate of \$45.24 be returned to \$25.43. You can see from my history since 2013 my average water consumption during Dec., Jan., and Feb. is 5343 for that seven year period verses this year 12300.

I thank you all very much for your consideration in this matter.

Respectfully,

Patty Wieland

Patty Wieland

Water

Bill Date	Rate Code	Total Dollars	Tax Dollars	taxable Dollar	Consumption	Service Start Date	Service End Date	Number of Days	Cons Year
05/26/2021	WA- RES 3/4'	30.46	2	28.46	2800	04/14/2021	05/13/2021	29	2021
04/27/2021	WA- RES 3/4'	32.75	2.14	30.61	3900	03/15/2021	04/14/2021	30	2021
03/26/2021	WA- RES 3/4'	31.29	2.05	29.24	3200	02/15/2021	03/15/2021	28	2021
02/24/2021	WA- RES 3/4'	32.54	2.13	30.41	3800	01/13/2021	02/15/2021	33	2021
01/26/2021	WA- RES 3/4'	33.38	2.19	31.19	4200	12/16/2020	01/13/2021	28	2021
12/28/2020	WA- RES 3/4'	31.52	2.06	29.46	4300	11/16/2020	12/16/2020	30	2020
11/24/2020	WA- RES 3/4'	32.11	2.1	30.01	4600	10/14/2020	11/16/2020	33	2020
10/27/2020	WA- RES 3/4'	29.15	1.91	27.24	3100	09/15/2020	10/14/2020	29	2020
09/28/2020	WA- RES 3/4'	28.75	1.88	26.87	2900	08/13/2020	09/15/2020	33	2020
08/26/2020	WA- RES 3/4'	28.75	1.88	26.87	2900	07/15/2020	08/13/2020	29	2020
07/29/2020	WA- RES 3/4'	28.36	1.86	26.5	2700	06/15/2020	07/15/2020	30	2020
06/26/2020	WA- RES 3/4'	35.67	2.33	33.34	6400	05/13/2020	06/15/2020	33	2020
05/28/2020	WA- RES 3/4'	27.17	1.78	25.39	2100	04/14/2020	05/13/2020	29	2020
04/28/2020	WA- RES 3/4'	26.18	1.72	24.46	1600	03/15/2020	04/14/2020	30	2020
03/27/2020	WA- RES 3/4'	24.79	1.62	23.17	900	02/14/2020	03/15/2020	30	2020
03/05/2020	WA- RES 3/4'	25.18	1.64	23.54	1100	01/15/2020	02/14/2020	30	2020
01/27/2020	WA- RES 3/4'	26.57	1.74	24.83	1800	12/16/2019	01/15/2020	30	2020
12/26/2019	WA- RES 3/4'	24.39	1.59	22.8	1600	11/14/2019	12/16/2019	32	2019
11/25/2019	WA- RES 3/4'	24.77	1.62	23.15	1800	10/14/2019	11/14/2019	31	2019
10/29/2019	WA- RES 3/4'	24.96	1.63	23.33	1900	09/16/2019	10/14/2019	28	2019
09/26/2019	WA- RES 3/4'	24.77	1.62	23.15	1800	08/14/2019	09/16/2019	33	2019
08/28/2019	WA- RES 3/4'	25.89	1.69	24.2	2400	07/15/2019	08/14/2019	30	2019
07/26/2019	WA- RES 3/4'	25.34	1.66	23.68	2100	06/14/2019	07/15/2019	31	2019
06/25/2019	WA- RES 3/4'	26.64	1.74	24.9	2800	05/15/2019	06/14/2019	30	2019
05/30/2019	WA- RES 3/4'	24.21	1.58	22.63	1500	04/15/2019	05/15/2019	30	2019
04/26/2019	WA- RES 3/4'	24.77	1.62	23.15	1800	03/16/2019	04/15/2019	30	2019
03/27/2019	WA- RES 3/4'	22.72	1.49	21.23	700	02/14/2019	03/16/2019	30	2019
02/27/2019	WA- RES 3/4'	23.28	1.53	21.75	1000	01/15/2019	02/14/2019	30	2019

12300

4500

11400

01/30/2019	WA- RES 3/4	24.96	1.63	23.33	1900	12/14/2018	01/15/2019	32	1	2019
12/27/2018	WA- RES 3/4	19.69	1.29	18.4	1500	11/13/2018	12/14/2018	31	12	2018
11/29/2018	WA- RES 3/4	19.86	1.3	18.56	1600	10/14/2018	11/13/2018	30	11	2018
10/30/2018	WA- RES 3/4	20.03	1.31	18.72	1700	09/14/2018	10/14/2018	30	10	2018
09/28/2018	WA- RES 3/4	19.86	1.3	18.56	1600	08/15/2018	09/14/2018	30	9	2018
08/30/2018	WA- RES 3/4	19.86	1.3	18.56	1600	07/15/2018	08/15/2018	31	8	2018
07/25/2018	WA- RES 3/4	19.17	1.25	17.92	1200	06/15/2018	07/15/2018	30	7	2018
06/27/2018	WA- RES 3/4	20.54	1.34	19.2	2000	05/15/2018	06/15/2018	31	6	2018
05/29/2018	WA- RES 3/4	20.03	1.31	18.72	1700	04/15/2018	05/15/2018	30	5	2018
04/26/2018	WA- RES 3/4	20.54	1.34	19.2	2000	03/16/2018	04/15/2018	30	4	2018
03/26/2018	WA- RES 3/4	18.49	1.21	17.28	800	02/14/2018	03/16/2018	30	3	2018
02/26/2018	WA- RES 3/4	19.17	1.25	17.92	1200	01/15/2018	02/14/2018	30	2	2018
01/29/2018	WA- RES 3/4	20.54	1.34	19.2	2000	12/15/2017	01/15/2018	31	1	2018
12/26/2017	WA- RES 3/4	19.86	1.3	18.56	1600	11/15/2017	12/15/2017	30	12	2017
11/28/2017	WA- RES 3/4	20.03	1.31	18.72	1700	10/13/2017	11/15/2017	33	11	2017
10/27/2017	WA- RES 3/4	19.17	1.25	17.92	1200	09/12/2017	10/13/2017	31	10	2017
09/27/2017	WA- RES 3/4	19.69	1.29	18.4	1500	08/13/2017	09/12/2017	30	9	2017
08/28/2017	WA- RES 3/4	20.2	1.32	18.88	1800	07/14/2017	08/13/2017	30	8	2017
07/27/2017	WA- RES 3/4	22.6	1.48	21.12	3200	06/14/2017	07/14/2017	30	7	2017
06/27/2017	WA- RES 3/4	21.06	1.38	19.68	2300	05/15/2017	06/14/2017	30	6	2017
05/30/2017	WA- RES 3/4	20.37	1.33	19.04	1900	04/16/2017	05/15/2017	29	5	2017
04/26/2017	WA- RES 3/4	19.86	1.3	18.56	1600	03/17/2017	04/16/2017	30	4	2017
03/27/2017	WA- RES 3/4	19	1.24	17.76	1100	02/15/2017	03/17/2017	30	3	2017
02/28/2017	WA- RES 3/4	18.66	1.22	17.44	900	01/13/2017	02/15/2017	33	2	2017
01/30/2017	WA- RES 3/4	20.72	1.36	19.36	2100	12/14/2016	01/13/2017	30	1	2017
12/27/2016	WA- RES 3/4	20.03	1.31	18.72	1700	11/14/2016	12/14/2016	30	12	2016
11/29/2016	WA- RES 3/4	20.37	1.33	19.04	1900	10/15/2016	11/14/2016	30	11	2016
10/27/2016	WA- RES 3/4	20.89	1.37	19.52	2200	09/15/2016	10/15/2016	30	10	2016
09/28/2016	WA- RES 3/4	19.52	1.28	18.24	1400	08/14/2016	09/15/2016	32	9	2016
08/29/2016	WA- RES 3/4	19.86	1.3	18.56	1600	07/15/2016	08/14/2016	30	8	2016
07/27/2016	WA- RES 3/4	19.86	1.3	18.56	1600	06/15/2016	07/15/2016	30	7	2016
06/28/2016	WA- RES 3/4	19.69	1.29	18.4	1500	05/16/2016	06/15/2016	30	6	2016
05/26/2016	WA- RES 3/4	20.89	1.37	19.52	2200	04/13/2016	05/16/2016	33	5	2016
04/27/2016	WA- RES 3/4	21.23	1.39	19.84	2400	03/14/2016	04/13/2016	30	4	2016

4/14/18

4/14/18

4/14/18

03/29/2016	WA- RES 3/4	19.69	1.29	18.4	1500	02/13/2016	03/14/2016	30	3	2016
02/25/2016	WA- RES 3/4	20.2	1.32	18.88	1800	01/14/2016	02/13/2016	30	2	2016
01/27/2016	WA- RES 3/4	20.72	1.36	19.36	2100	12/15/2015	01/14/2016	30	1	2016
12/29/2015	WA- RES 3/4	22.43	1.47	20.96	3100	11/14/2015	12/15/2015	31	12	2015
11/24/2015	WA- RES 3/4	22.08	1.44	20.64	2900	10/15/2015	11/14/2015	30	11	2015
10/28/2015	WA- RES 3/4	21.91	1.43	20.48	2800	09/15/2015	10/15/2015	30	10	2015
09/29/2015	WA- RES 3/4	20.72	1.36	19.36	2100	08/14/2015	09/15/2015	32	9	2015
08/26/2015	WA- RES 3/4	17.25	1.13	16.12	2400	07/15/2015	08/14/2015	30	8	2015
07/29/2015	WA- RES 3/4	16.55	1.08	15.47	1900	06/15/2015	07/15/2015	30	7	2015
06/24/2015	WA- RES 3/4	16.97	1.11	15.86	2200	05/16/2015	06/15/2015	30	6	2015
05/28/2015	WA- RES 3/4	17.53	1.15	16.38	2600	04/16/2015	05/16/2015	30	5	2015
04/27/2015	WA- RES 3/4	16.83	1.1	15.73	2100	03/17/2015	04/16/2015	30	4	2015
03/27/2015	WA- RES 3/4	15.92	0.97	14.95	1500	02/15/2015	03/17/2015	30	3	2015
02/24/2015	WA- RES 3/4	16.75	1.02	15.73	2100	01/14/2015	02/15/2015	32	2	2015
01/28/2015	WA- RES 3/4	17.72	1.08	16.64	2800	12/15/2014	01/14/2015	30	1	2015
12/30/2014	WA- RES 3/4	16.34	1	15.34	1800	11/14/2014	12/15/2014	31	12	2014
11/25/2014	WA- RES 3/4	16.48	1.01	15.47	1900	10/15/2014	11/14/2014	30	11	2014
10/27/2014	WA- RES 3/4	15.92	0.97	14.95	1500	09/13/2014	10/15/2014	32	10	2014
09/26/2014	WA- RES 3/4	16.06	0.98	15.08	1600	08/14/2014	09/13/2014	30	9	2014
08/27/2014	WA- RES 3/4	16.61	1.01	15.6	2000	07/15/2014	08/14/2014	30	8	2014
07/29/2014	WA- RES 3/4	16.34	1	15.34	1800	06/15/2014	07/15/2014	30	7	2014
06/26/2014	WA- RES 3/4	17.03	1.04	15.99	2300	05/16/2014	06/15/2014	30	6	2014
05/29/2014	WA- RES 3/4	16.06	0.98	15.08	1600	04/16/2014	05/16/2014	30	5	2014
04/28/2014	WA- RES 3/4	16.48	1.01	15.47	1900	03/17/2014	04/16/2014	30	4	2014
03/27/2014	WA- RES 3/4	15.23	0.93	14.3	1000	02/15/2014	03/17/2014	30	3	2014
02/25/2014	WA- RES 3/4	16.06	0.98	15.08	1600	01/15/2014	02/15/2014	31	2	2014
01/29/2014	WA- RES 3/4	16.48	1.01	15.47	1900	12/15/2013	01/15/2014	31	1	2014
12/27/2013	WA- RES 3/4	16.34	1	15.34	1800	11/12/2013	12/15/2013	33	12	2013
11/27/2013	WA- RES 3/4	16.2	0.99	15.21	1700	10/13/2013	11/12/2013	30	11	2013
10/28/2013	WA- RES 3/4	16.75	1.02	15.73	2100	09/13/2013	10/13/2013	30	10	2013
09/26/2013	WA- RES 3/4	18.41	1.12	17.29	3300	08/14/2013	09/13/2013	30	9	2013
08/28/2013	WA- RES 3/4	17.31	1.06	16.25	2500	07/14/2013	08/14/2013	31	8	2013
07/29/2013	WA- RES 3/4	13.95	0.85	13.1	3100	06/14/2013	07/14/2013	30	7	2013
06/26/2013	WA- RES 3/4	13.42	0.82	12.6	2600	05/15/2013	06/14/2013	30	6	2013

7000

6700

5300

05/29/2013	WA- RES 3/4'	13.31	0.81	12.5	2500	04/15/2013	05/15/2013	30	5	2013
04/24/2013	WA- RES 3/4'	13.53	0.83	12.7	2700	03/16/2013	04/15/2013	30	4	2013
03/26/2013	WA- RES 3/4'	13.85	0.85	13	1100	02/14/2013	03/16/2013	30	3	2013
02/25/2013	WA- RES 3/4'	12.14	0.74	11.4	1400	01/15/2013	02/14/2013	30	2	2013
01/29/2013	WA- RES 3/4'	13.63	0.83	12.8	2800	12/14/2012	01/15/2013	32	1	2013

Patty Wieland Sewer

Bill Date	Service Code	Rate Code	Total Dollars	Tax Dollars	taxable Dollar	Service Quantit	Service Amount	Service Status	Service Start Da
05/26/2021	300	SW-RES 3/4"	48.41	3.17	45.24	4100	0	Active	04/14/2021
04/27/2021	300	SW-RES 3/4"	48.41	3.17	45.24	4100	0	Active	03/15/2021
03/26/2021	300	SW-RES 3/4"	48.41	3.17	45.24	4100	0	Active	02/15/2021
02/24/2021	300	SW-RES 3/4"	27.21	1.78	25.43	1500	0	Active	01/13/2021
01/26/2021	300	SW-RES 3/4"	27.21	1.78	25.43	1500	0	Active	12/16/2020
12/28/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	11/16/2020
11/24/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	10/14/2020
10/27/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	09/15/2020
09/28/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	08/13/2020
08/26/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	07/15/2020
07/29/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	06/15/2020
06/26/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	05/13/2020
05/28/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	04/14/2020
04/28/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	03/15/2020
03/27/2020	300	SW-RES 3/4"	25.07	1.64	23.43	1500	0	Active	02/14/2020
03/05/2020	300	SW-RES 3/4"	24.8	1.62	23.18	1467	0	Active	01/15/2020
01/27/2020	300	SW-RES 3/4"	24.8	1.62	23.18	1467	0	Active	12/16/2019
12/26/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	11/14/2019
11/25/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	10/14/2019
10/29/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	09/16/2019
09/26/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	08/14/2019
08/28/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	07/15/2019
07/26/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	06/14/2019
06/25/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	05/15/2019
05/30/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	04/15/2019
04/26/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	03/16/2019
03/27/2019	300	SW-RES 3/4"	22.66	1.48	21.18	1467	0	Active	02/14/2019
02/27/2019	300	SW-RES 3/4"	23.74	1.55	22.19	1600	0	Active	01/15/2019
01/30/2019	300	SW-RES 3/4"	23.74	1.55	22.19	1600	0	Active	12/14/2018
12/27/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	11/13/2018
11/29/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	10/14/2018

10/30/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	09/14/2018
09/28/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	08/15/2018
08/30/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	07/15/2018
07/25/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	06/15/2018
06/27/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	05/15/2018
05/29/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	04/15/2018
04/26/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	03/16/2018
03/26/2018	300	SW-RES 3/4"	19.43	1.27	18.16	1600	0	Active	02/14/2018
02/26/2018	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	01/15/2018
01/29/2018	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	12/15/2017
12/26/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	11/15/2017
11/28/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	10/13/2017
10/27/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	09/12/2017
09/27/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	08/13/2017
08/28/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	07/14/2017
07/27/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	06/14/2017
06/27/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	05/15/2017
05/30/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	04/16/2017
04/26/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	03/17/2017
03/27/2017	300	SW-RES 3/4"	19.21	1.26	17.95	1600	0	Active	02/15/2017
02/28/2017	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	01/13/2017
01/30/2017	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	12/14/2016
12/27/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	11/14/2016
11/29/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	10/15/2016
10/27/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	09/15/2016
09/28/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	08/14/2016
08/29/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	07/15/2016
07/27/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	06/15/2016
06/28/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	05/16/2016
05/26/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	04/13/2016
04/27/2016	300	SW-RES 3/4"	24.41	1.6	22.81	1600	0	Active	03/14/2016
03/29/2016	300	SW-RES 3/4"	19.73	1.29	18.44	1600	0	Active	02/13/2016
02/25/2016	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	01/14/2016
01/27/2016	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	12/15/2015

12/29/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	11/14/2015
11/24/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	10/15/2015
10/28/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	09/15/2015
09/29/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	08/14/2015
08/26/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	07/15/2015
07/29/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	06/15/2015
06/24/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	05/16/2015
05/28/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	04/16/2015
04/27/2015	300	SW-RES 3/4"	19.19	1.26	17.93	1600	0	Active	03/17/2015
03/27/2015	300	SW-RES 3/4"	19.1	1.17	17.93	1600	0	Active	02/15/2015
02/24/2015	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	01/14/2015
01/28/2015	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	12/15/2014
12/30/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	11/14/2014
11/25/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	10/15/2014
10/27/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	09/13/2014
09/26/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	08/14/2014
08/27/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	07/15/2014
07/29/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	06/15/2014
06/26/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	05/16/2014
05/29/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	04/16/2014
04/28/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	03/17/2014
03/27/2014	300	SW-RES 3/4"	16.56	1.01	15.55	1600	0	Active	02/15/2014
02/25/2014	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	01/15/2014
01/29/2014	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	12/15/2013
12/27/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	11/12/2013
11/27/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	10/13/2013
10/28/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	09/13/2013
09/26/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	08/14/2013
08/28/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	07/14/2013
07/29/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	06/14/2013
06/26/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	05/15/2013
05/29/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	04/15/2013
04/24/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	03/16/2013
03/26/2013	300	SW-RES 3/4"	18.37	1.12	17.25	1600	0	Active	02/14/2013

02/25/2013	300	SW-RES 3/4"	22.01	1.34	20.67	1600	0	Active	01/15/2013
01/29/2013	300	SW-RES 3/4"	22.01	1.34	20.67	1600	0	Active	12/14/2012

EASEMENT FOR FIBER OPTIC FACILITIES & STRUCTURES

KNOW ALL MEN BY THESE PRESENTS:

That the **CITY OF WAYNE**, of **Wayne** County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$1.00 for underground fiber facilities, communication lines, and fiber structures when set on the following described property, do hereby grant and convey unto the **Allo Communications, LLC**, hereinafter referred to as Grantee, its lessees, successors and assigns, the exclusive permanent right, privilege and easement, subject to all terms and conditions herein, to construct, reconstruct, operate and remove all necessary underground fiber facilities, communication lines, and fiber structures in connection therewith, on, under, and across the following property situated in Wayne County, Nebraska, more particularly described as follows:

A portion of PID 0080232.00, Tracts located within the North 1/4 of Section 18, Township 26, Range 03 East of the 6th P.M., City of Wayne, Wayne County, Nebraska, more particularly described as follows:

15 feet offset from the East-most side of the parcel 0080232.00.

The underground fiber facilities, communication lines, and fiber structures herein contemplated shall be located on the Easement Property as shown on the attached **Exhibit "A"**.

The Grantee shall also have the exclusive privilege and easement of ingress and egress across that portion of the Easement Property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction, operation, maintenance, inspection, and removal of said underground fiber facilities, communication lines, and fiber structures to the extent such use or ingress and egress does not unreasonably interfere with Grantor's rights of ingress and egress, site improvements and its use of PID 0080232.00.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush on the Easement Property as may in any way endanger or interfere with the safe operation of the underground fiber facilities, communication lines, and fiber structures used in connection therewith.

The Grantee shall also at all times exercise all due care and diligence to avoid injury or damage to all persons or property, including but not limited to all personal property, the landscaping, and improvements of the Grantor, and the Grantee shall indemnify, defend and hold harmless Grantor from any such damage and loss arising or occurring to persons or property by reason of the construction, operation, maintenance and removal of any underground fiber facilities, communication lines, and fiber structures. Grantee shall repair any damage and loss arising or occurring to Grantor's property solely by reason of the construction, operation, maintenance and removal of any underground fiber facilities, communication lines, and fiber structures.

Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

Signed the _____ day of _____, 2021.

CITY OF WAYNE

Signed: _____
Printed Name: _____
Title: _____

**STATE OF NEBRASKA
COUNTY OF WAYNE**

On this _____ day of _____, 2021, before me the undersigned, a Notary Public duly commissioned for and qualified in said County and State, personally came _____ **and on behalf of the CITY OF WAYNE,** personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal on the _____ day of _____, 2021.

Notary Public

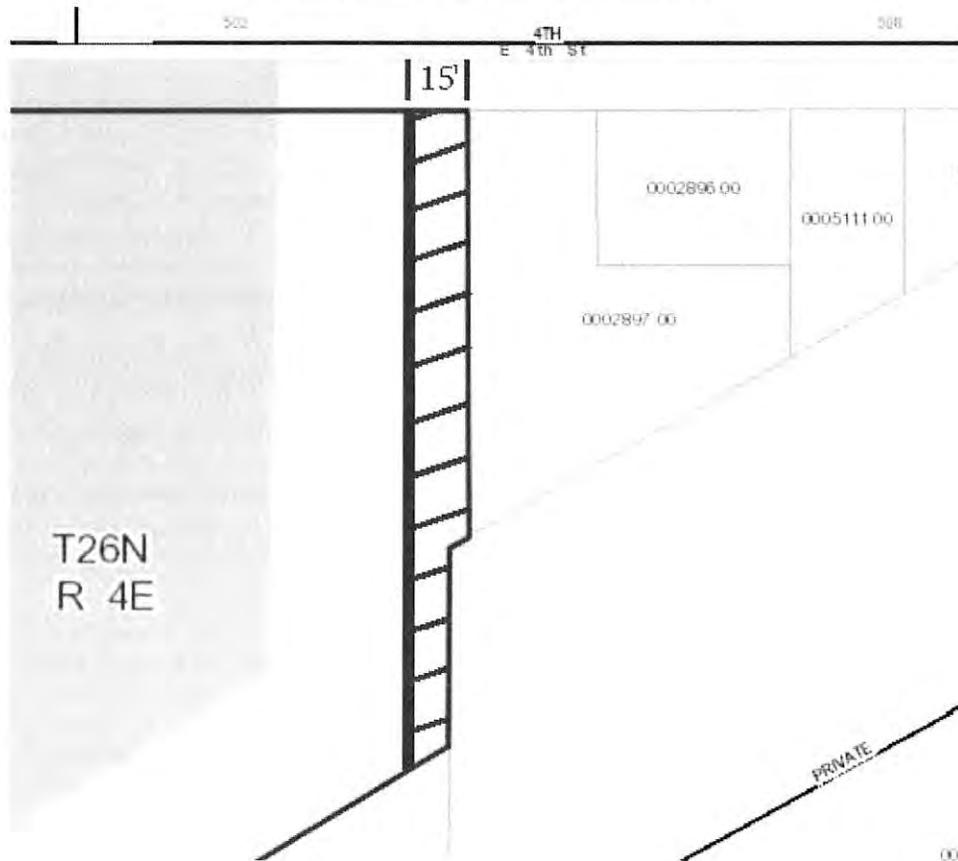
Exhibit "A"

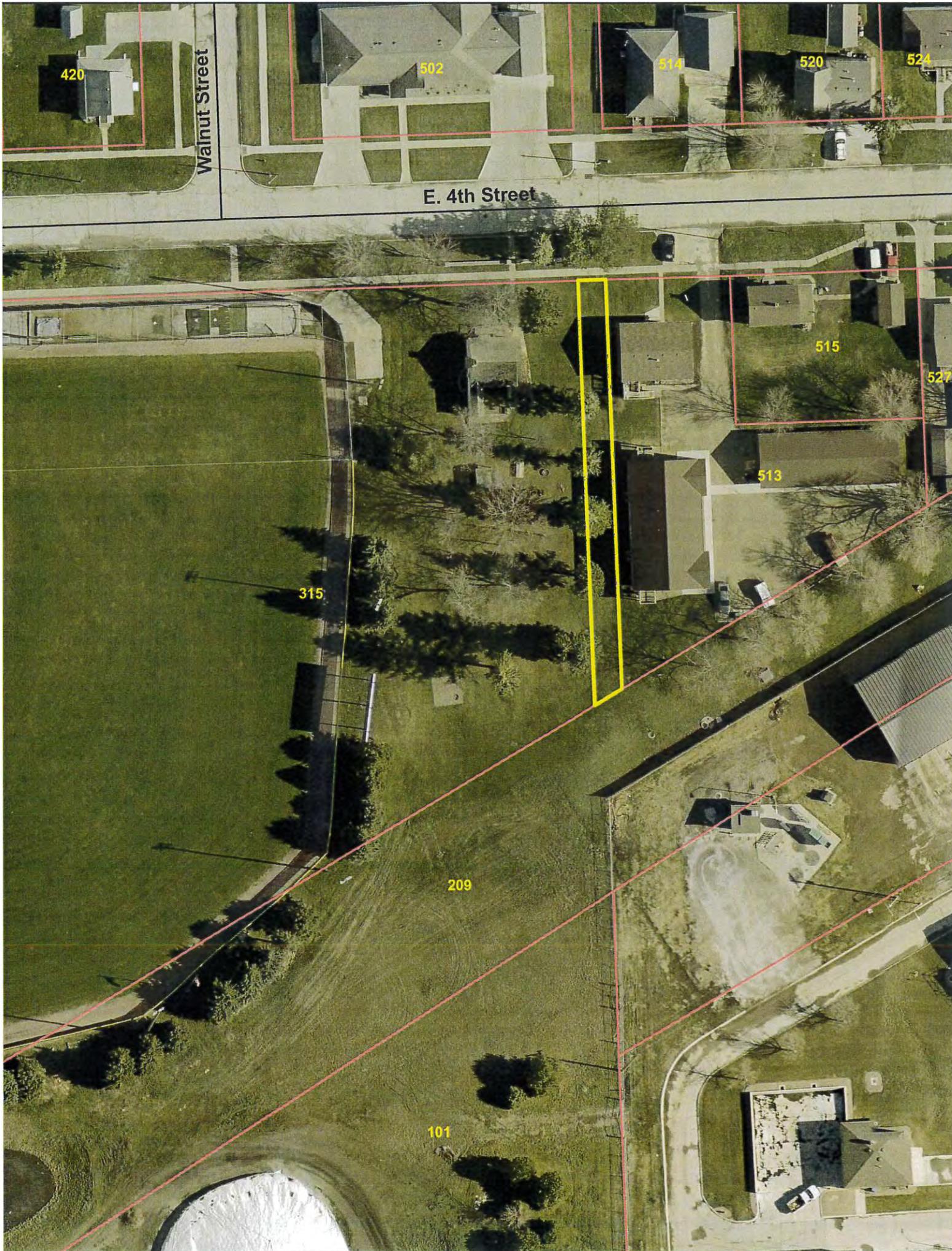
LEGAL DESCRIPTION

A PORTION OF PID 0080232.00, TRACTS LOCATED WITHIN THE NORTH 1/4 OF SECTION 18, TOWNSHIP 26, RANGE 03 EAST OF THE 6TH P.M., CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

15 FEET OFFSET FROM THE EAST-MOST SIDE OF THE PARCEL.

DEPICTION OF EASEMENT





420

502

514

520

524

Walnut Street

E. 4th Street

315

515

527

513

209

101

EASEMENT FOR FIBER OPTIC FACILITIES & STRUCTURES

KNOW ALL MEN BY THESE PRESENTS:

That **The City of Wayne**, of **Wayne** County, Nebraska, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$1.00 for underground fiber facilities, communication lines, and fiber structures when set on the following described property, do hereby grant and convey unto the **Allo Communications, LLC**, hereinafter referred to as Grantee, its lessees, successors and assigns, the exclusive permanent right, privilege and easement, subject to all terms and conditions herein, to construct, reconstruct, operate and remove all necessary underground fiber facilities, communication lines, and fiber structures in connection therewith, on, under, and across the following property situated in Wayne County, Nebraska, more particularly described as follows:

A portion of PID 0080170.00, Tracts located within the South 1/2 of Section 7, Township 26, Range 4 East of the 6th P.M., City of Wayne, Wayne County, Nebraska, more particularly described as follows:

Commencing At The Southeast Corner Of Parcel Id 0080170.00; Thence, Along The Southern Parcel Line, A Distance Of 10 Feet West; Thence, Paralleling The East Parcel Line, A Distance Of 35 Feet North; Thence, Paralleling The Southern Parcel Line, A Distance Of 10 Feet East; Thence, Paralleling The East Parcel Line, A Distance Of 35 Feet South To The Point Of Beginning.

The underground fiber facilities, communication lines, and fiber structures herein contemplated shall be located on the Easement Property as shown on the attached **Exhibit "A"**.

The Grantee shall also have the exclusive privilege and easement of ingress and egress across that portion of the Easement Property to its (their) officers and employees for any purpose necessary in connection with the construction, reconstruction, operation, maintenance, inspection, and removal of said underground fiber facilities, communication lines, and fiber structures to the extent such use or ingress and egress does not unreasonably interfere with Grantor's rights of ingress and egress, site improvements and its use of PID 0080170.00.

The Grantee shall also have the right at any time to trim or remove such trees and underbrush on the Easement Property as may in any way endanger or interfere with the safe operation of the underground fiber facilities, communication lines, and fiber structures used in connection therewith.

The Grantee shall also at all times exercise all due care and diligence to avoid injury or damage to all persons or property, including but not limited to all personal property, the landscaping, and improvements of the Grantor, and the Grantee shall indemnify, defend and hold harmless Grantor from any such damage and loss arising or occurring to persons or property by reason of the construction, operation, maintenance and removal of any underground fiber facilities, communication lines, and fiber structures. Grantee shall repair any damage and loss arising or occurring to Grantor's property solely by reason of the construction, operation, maintenance and removal of any underground fiber facilities, communication lines, and fiber structures.

Grantee shall perform any work in connection with this Easement in a good and workmanlike manner with reasonable effort to minimize interference with the use of Grantor's herein described property except as may be reasonably necessary for Grantee to carry out the terms and conditions of this Easement.

Signed the _____ day of _____, 2021.

The City of Wayne

Signature: _____

Printed Name: _____

Title: _____

**STATE OF NEBRASKA
COUNTY OF WAYNE**

On this _____ day of _____, 2021, before me the undersigned, a Notary Public duly commissioned for and qualified in said County and State, personally came _____ **and on behalf of The City of Wayne**, personally to me known to be identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be a voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal on the _____ day of _____, 2021.

Notary Public

Exhibit "A"

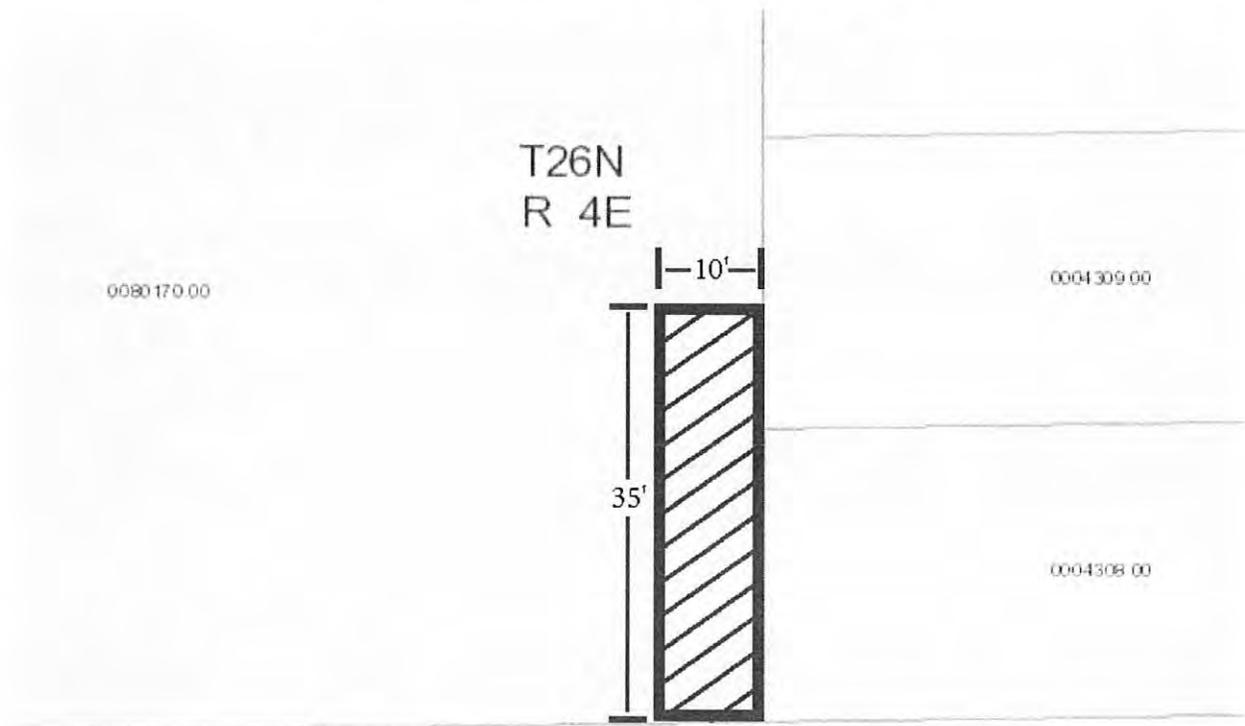
LEGAL DESCRIPTION

A PORTION OF PID 0080170.00, TRACTS LOCATED WITHIN THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 26, RANGE 4 EAST OF THE 6TH P.M., CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL ID 0080170.00; THENCE, ALONG THE SOUTHERN PARCEL LINE, A DISTANCE OF 10 FEET WEST; THENCE, PARALLELING THE EAST PARCEL LINE, A DISTANCE OF 35 FEET NORTH; THENCE, PARALLELING THE SOUTHERN PARCEL LINE, A DISTANCE OF 10 FEET EAST; THENCE, PARALLELING THE EAST PARCEL LINE, A DISTANCE OF 35 FEET SOUTH TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS A CALCULATED AREA OF 350 SQUARE FEET, MORE OR LESS.

DEPICTION OF EASEMENT AREA





505

509

513

1014

1010

506

1004

1000

E. 10th Street

505

513

918

RESOLUTION NO. 2021-29

A RESOLUTION APPROVING THE “SAVIDGE COURT 2ND ADDITION PLAT, A REPLAT OF THE SAVIDGE COURT ADMINISTRATIVE REPLAT,” CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

WHEREAS, the Planning Commission, upon review of the “Savidge Court 2nd Addition Plat, a replat of the Savidge Court Administrative Replat,” City of Wayne, Wayne County, Nebraska, on June 14, 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 “Savidge Court 2nd Addition Plat, a replat of the Savidge Court Administrative Replat,” 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 15th day of June, 2021.

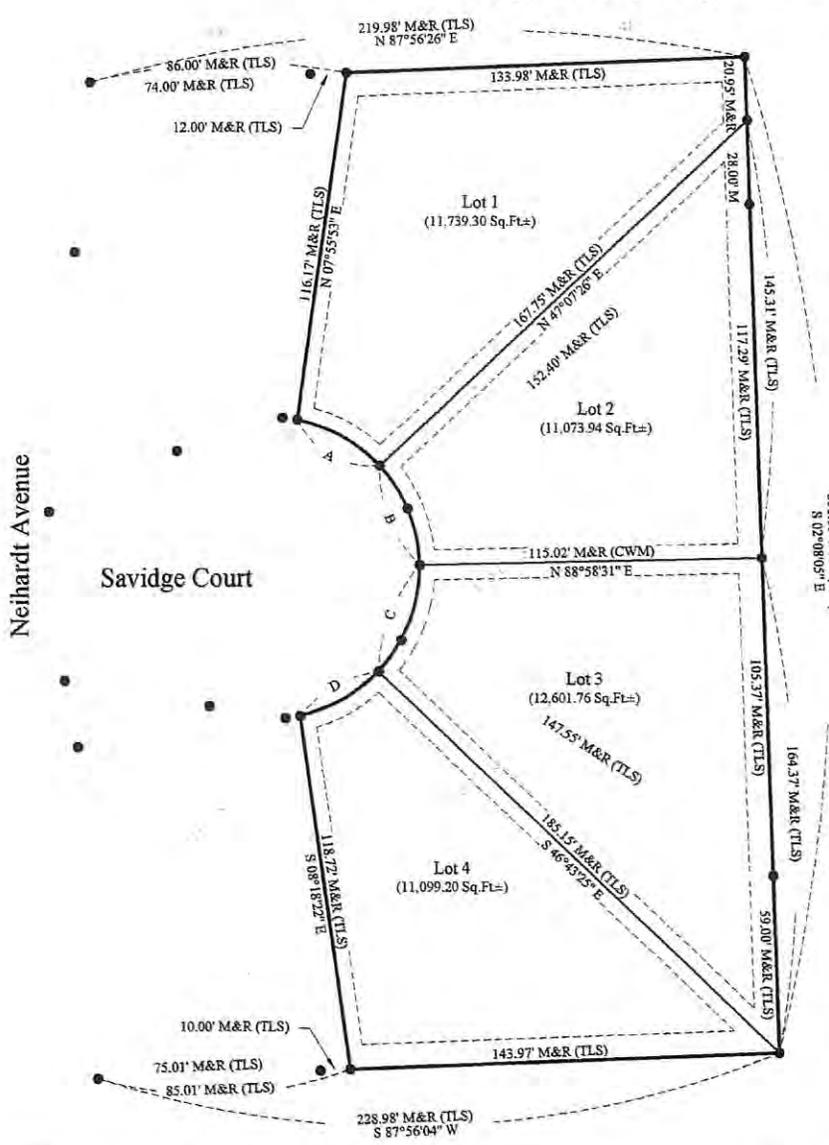
THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

SAVIDGE COURT 2nd ADDITION
of Lots 2, 3, and 4 of Savidge Court Administrative Replat of Lots 34 - 39 of Western Ridge II Addition
to the City of Wayne, Wayne County, Nebraska.



Drawn By: HJM
Date: June 7, 2021
Project Number: S-090-409
Scale: 1" = 40'
0 20 40 80
SCALE IN FEET

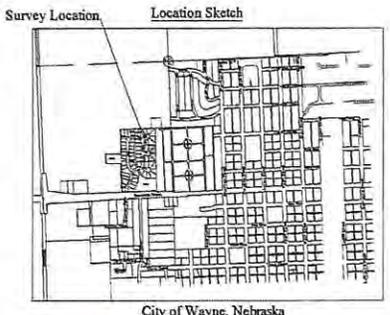
LEGEND

- Property Corner Found (5/8" I.B. w/Cap)
- M Measured Distance
- R Recorded Distance (TLS) Terry L. Schulz, RLS #550, Dated August 18, 2015 (CWM) Chad W. Marsh, RLS #560, Dated July 21, 2009

Curve Data	Curve Data
A) 50.00' (Rad.) 32.18' (Arc) 31.63' (Ch.) N 61°20'12" W	B) 50.00' (Rad.) 36.52' (Arc) 35.71' (Ch.) N 21°59'00" W
C) 50.00' (Rad.) 38.30' (Arc) 37.85' (Ch.) N 21°10'51" E	D) 50.00' (Rad.) 30.52' (Arc) 30.05' (Ch.) N 60°53'39" E

UTILITY EASEMENTS
5' Side Yard
5' Front Yard
8' Rear Yard

SETBACKS
20' Front Yard
10' Street Side Yard
5' Side Yard
20' Rear Yard



ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 572-1923

This survey was prepared at the request of Lucas Thompson, Wayne, Nebraska.

LEGAL DESCRIPTION
Lots 2, 3, and 4 of Savidge Court Administrative Replat of Lots 34 - 39 of Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska.

CONSENT OF OWNER
The above Administrative Replat is submitted at the request of and with the consent of the Community Redevelopment Authority of the City of Wayne, Nebraska, and MZRB Properties, LLC, owners of said property as described herein.

DEDICATION
MZRB Properties, LLC, owners of the described property, hereby dedicate the utility easements referred to in this plat to the use and benefit of the public.

OWNER
Community Redevelopment Authority of the City of Wayne, Nebraska

STATE OF NEBRASKA)
COUNTY OF WAYNE) SS
CITY OF WAYNE)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by _____ representing Community Redevelopment Authority of the City of Wayne, Nebraska.

My commission expires: _____

Notary Public _____

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on June 7, 2021; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska, R.L.S. #550

6-11-2021
Date



OWNER

MZRB Properties, LLC

STATE OF NEBRASKA)
COUNTY OF WAYNE) SS
CITY OF WAYNE)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2021, by _____ representing _____

MZRB Properties, LLC.

My commission expires: _____

Notary Public _____

CITY ZONING

The above replat approved by the City Zoning Administrator of the City of Wayne, Nebraska, on this _____ day of _____, 2021, pursuant to Authority of the Subdivision Ordinance for the City of Wayne.

Zoning Administrator, City of Wayne

ABSTRACTER

I, Sharon K. Braun, a Registered Land Abstractor, hereby state that on this _____ day of _____, 2021, Community Redevelopment Authority of the City of Wayne, Nebraska, and MZRB Properties, LLC, appeared as title holder(s) of record of the land described in the surveyors certificate.

Registered Land Abstractor _____

RESOLUTION NO. 2021-30

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“LAGOON FENCE PROJECT.”**

WHEREAS, two bids/proposals were received on June 11, 2021, on the “Lagoon Fence Project;” and

WHEREAS, City Staff has reviewed the same and are recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid/proposal for the “Lagoon Fence Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Noswett Fencing & Decks 382 Rd 1 Columbus NE 68601	\$25,426.51

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

PASSED AND APPROVED this 15th day of June, 2021.

CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



382 RD 1

COLUMBUS NE 68601

PH. 402-563-3766 FAX- 402-563-2877

BID PROPOSAL:

CITY OF WAYNE

WAYNE NE

ATT: JOEL

LAGOON FENCE

INSTALL APPROX. 1055' OF 72" TALL 9GA COMMERCIAL CHAIN LINK FENCE WITH THREE STRANDS OF BARBWIRE. INSTALL (1) ONE 24' DOUBLE DRIVE GATES ON SOUTH SIDE AND REUSE (1) 20' DOUBLE DRIVE GATE ON THE EAST SIDE. ALL POSTS CONCRETED IN.

72" TALL 9GA COMMERCIAL CHAIN LINK
2-3/8" X 9' SCHEDULE 40 PIPE LINE POSTS
3" X 10'-6" SCHEDULE 40 TERMINAL POSTS
4" X 10'-6" SCHEDULE 40 GATE POSTS
1-5/8" SCHEDULE 40 TOPRAIL
7GA TENSION WIRE
BRACE ALL ENDS AND CORNERS

TOTAL MATERIAL AND LABOR== \$ 25,426.51

START DATE AUGUST 1ST AND COMPLETION DATE AUGUST 15TH 2021

THANKS

TERRY SWETT



ELKHORN FENCE CO.

P.O. Box 186

Elkhorn, NE 68022

Office 402-289-4945 / Fax 402-289-5566

To: City of Wayne
Attn: Betty McGuire

Date: 6-11-21

Project Name:
Lagoon Fence

Elkhorn Fence proposes to supply all materials and labor to install 1,099 LF of 6'+1' BW tall galv chainlink fence and gates for:

\$35,775.00 + \$1,086.00 tax if applicable

Clarifications:

- Per job plan and specs.

Conditions:

Fence to conform to drawings and written specifications and installed in a professional manner.

All terminal and corner points to be clearly marked prior to our crew's arrival unless otherwise indicated herein. Fence line location shall be the sole responsibility of the Owner/General Contractor.

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

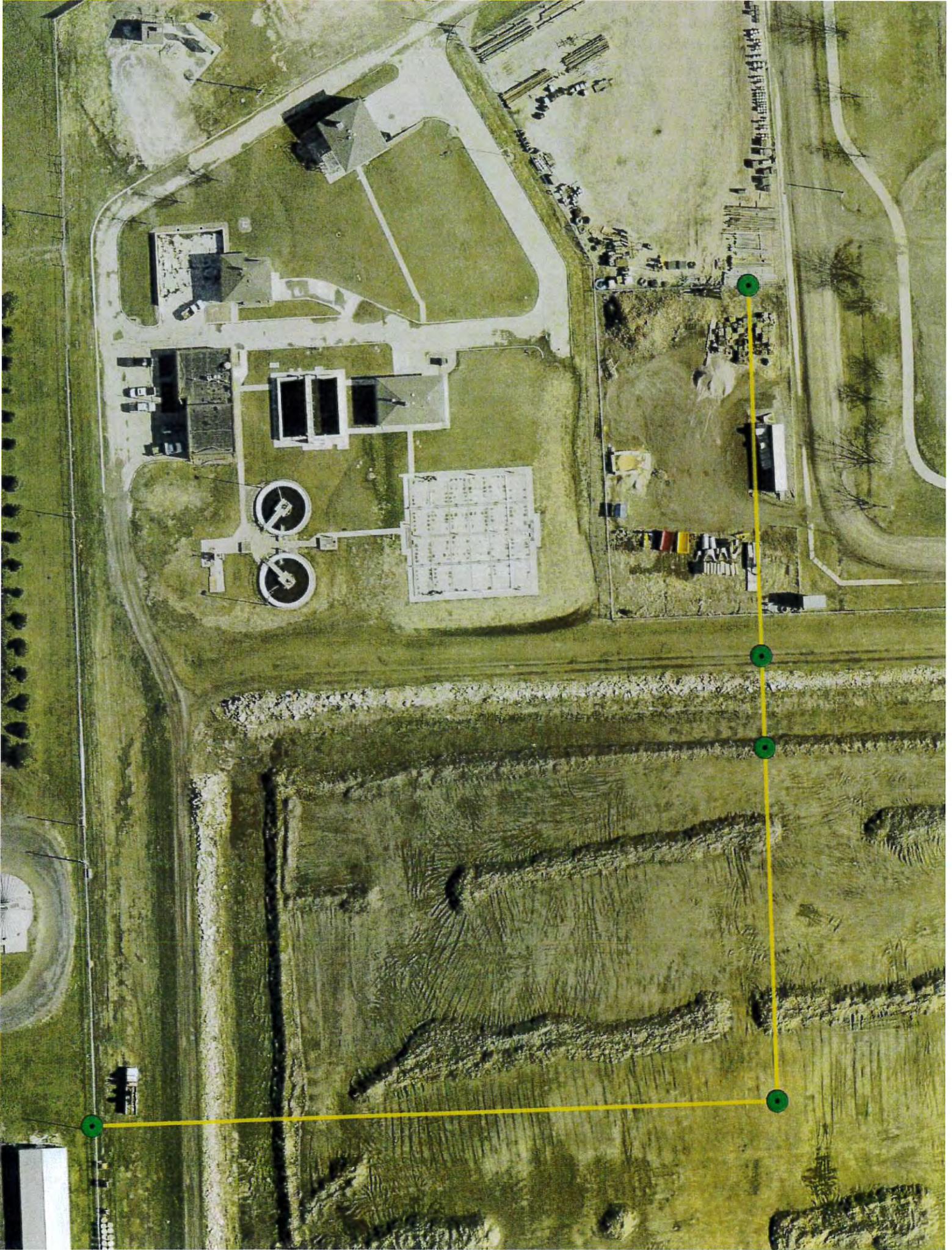
Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to any Contract upon acceptance.

Price good for **30** days.

Submitted by: Rob Brooks Accepted By: _____

Rob Brooks
402-677-8677 cell



RESOLUTION NO. 2021-31

A RESOLUTION APPROVING AGREEMENT WITH HANNA:KEELAN ASSOCIATES PC FOR PROFESSIONAL SERVICES RELATING TO A “COMMUNITY HOUSING STUDY UPDATE.”

WHEREAS, the City is desirous of updating its Community Housing Study that was last done and prepared by Hanna:Keelan Associates PC and approved by the Wayne City Council on February 21, 2017, by way of Resolution No. 2017-11; and

WHEREAS, the City would like to update said Housing Study and has requested and received a proposal from Hanna:Keelan Associates PC to provide services for the same, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the fee for said “Community Housing Study Update” is \$16,000; and

WHEREAS, staff recommendation is to accept the proposal of Hanna:Keelan Associates PC for said services for the “Community Housing Study Update.”

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement for said services for the “Community Housing Study Update,” as prepared by Hanna:Keelan Associates PC, be accepted as recommended, and the Mayor be and he hereby is authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 15th day of June, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

AGREEMENT
BETWEEN
HANNA:KEELAN ASSOCIATES, P.C.
&
CITY OF WAYNE, NEBRASKA

This **AGREEMENT** is made by and between the **City of Wayne, Nebraska**. (hereinafter referred to as "**CW**") and the consulting firm of **Hanna:Keelan Associates, P.C.**, of Lincoln, Nebraska (hereinafter referred to as the "**Consultant**"). The **CW** hereby engages the services of the **Consultant** to prepare a **Community Housing Study-Update for the City of Wayne, Nebraska**.

I. Scope of Work.

1.1 **Consultant Responsibilities**: The **Consultant** agrees to provide the following services:

- A. To prepare a **Community Housing Study-Update** for the **City of Wayne**. The detailed **Scope of Work, Time Line and Cost Matrix** for the **Housing Study** is identified in **Attachment A**, included as a part of this **AGREEMENT**.
- B. As per the NIFA Letter Agreement, the **Consultant** will: 1. Provide **CW** with written quarterly reports; 2. Acknowledge the NIFA Award on any report other written or verbal communication published or released with respect to the **Housing Study**; and 3. Representatives from NIFA shall be invited to any presentation or ceremony held upon completion of the **Housing Study**.

1.2 **CW Responsibilities**: To facilitate the **Consultant's** accomplishment of the services set forth in paragraph 1.1, above, the **CW** agrees to provide the following supportive services:

- A. Assist in securing general information required to provide analysis and profile of the demographic, housing stock and housing support services in Wayne, Nebraska.
- B. Assist **Consultant** in scheduling and facilitating meetings with persons of housing interests and stakeholders in Wayne, Nebraska for the implementation of the proposed Citizen Participation, as identified in **Attachment A**.
- C. Upon request by the **Consultant**, the **CW** will inform the **Consultant** as to the whereabouts of various data/information, necessary to complete the **Housing Study**. The collection of various data/information needs will be the sole responsibility of the **Consultant**.

II. Compensation/Performance.

2.1 Payment for Services: The **CW** agrees to pay the **Consultant** a fee of Sixteen Thousand Dollars (\$16,000) for services rendered and expenses incurred in performing the responsibilities under this **AGREEMENT**. Payments for services rendered will be made at 50, 75 and 100 percent of completion.

2.2 Assignment: This **AGREEMENT** shall not be assigned by the **Consultant** without prior written approval of the **CW**. In the absences of such written approval, any attempt at assignment shall render this **AGREEMENT** void.

2.3 Indemnity: The **Consultant** agrees to indemnify and hold the **CW** harmless from all liabilities to third parties proximately caused by the negligent acts or omissions of the **Consultant**, its employees, agents or representatives.

2.4 Time of Performance: The **Consultant** agrees to complete the specified services as described in paragraph 1.1 above by October 31, 2021. The **CW** may, at its discretion, extend the time period of this **AGREEMENT** upon good cause shown by the **Consultant**.

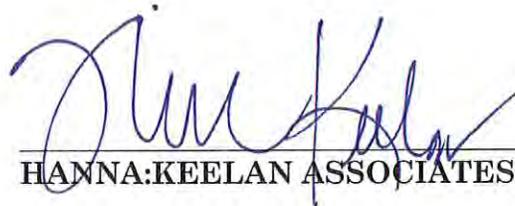
2.5 Termination: The **CW** reserves the right to terminate this **AGREEMENT**, with or without cause, upon 10 days written notice to the **Consultant**. In the event of such termination, the **CW** agrees to compensate the **Consultant** for those items enumerated in Article II above, in an amount equivalent to the reasonable value of services rendered to the date of termination plus the actual expenses incurred.

2.6 Integration: This **AGREEMENT** represents the parties' entire agreement, and the same shall not be modified except in writing, signed by both parties.

2.7 Modification: This **AGREEMENT** may be modified at any time by agreement of both parties in writing.

Signed by authorized representatives of the parties on the dates indicated.

6.9.2021
Date


HANNA:KEELAN ASSOCIATES, P.C.

Date

CITY OF WAYNE, NEBRASKA

ATTACHMENT A

Wayne, Nebraska Community Housing Study-Update Scope of Work, Time Line & Cost Matrix.	Month #1	Month #2	Month #3	Month #4
Citizen Participation Process.				
Housing Steering Committee Meetings.	█	█	█	█
*Community, Workforce & Senior/Elderly Housing Surveys.	█	█	█	█
Community Housing Focus Group Session.	█	█	█	█
*Social Media via Facebook, Constant Contact, etc.				
Background Research.				
Tabulation of Census & Housing Information.	█	█	█	█
Review & Summary of Existing Housing & Planning Studies.	█	█	█	█
Demographic Profile & Projections.				
Effective (Housing) Market Area Analysis.	█	█	█	█
Population, Household & Income Trends & Projections.	█	█	█	█
Economic Profile & Projections.				
Labor Force & Employment.	█	█	█	█
Economic Trends & Projections.	█	█	█	█
Housing Profile.				
Housing Trends & Projections (Age, Occupancy/Vacancy, etc.).	█	█	█	█
Housing Conditions Analysis.	█	█	█	█
Matrix of Affordable Housing Programs.	█	█	█	█
Housing Market Review.	█	█	█	█
Housing Market Demand.				
Five-Year Housing Target Demand w/ Estimated Budget.	█	█	█	█
A. Housing Demand to meet Population Estimates.	█	█	█	█
B. Housing Demand for Cost Burdened Households.	█	█	█	█
C. Housing Replacement Demand.	█	█	█	█
D. Housing Vacancy Deficiency & Pent-Up Demand.	█	█	█	█
Housing Demand For Household Types & Income Sectors.	█	█	█	█
Impact of COVID-19 Pandemic on the Local Housing Market	█	█	█	█
Workforce Housing Demand.	█	█	█	█
Downtown Housing Demand.	█	█	█	█
Housing Rehabilitation Demand w/ Estimated Budget.	█	█	█	█
Five-Year Housing Action Plan.				
Family & Elderly Housing Program Initiative/Owner & Rental.	█	█	█	█
Workforce Housing Initiative.	█	█	█	█
Downtown Housing Initiative.	█	█	█	█
Strategies to Meet the Affordable Housing Needs of the Community.	█	█	█	█
Local, State & Federal Funding Options & Housing Partnership Identification.	█	█	█	█
Place-Based Housing Development Components & Plan.	█	█	█	█
A. Uses & Activities.	█	█	█	█
B. Sociability.	█	█	█	█
C. Comfort & Image.	█	█	█	█
D. Access & Linkage.	█	█	█	█
Land Use & Housing Site Analysis.				
Identification of Owner/Renter & Family/Elderly Housing Sites & Associated Land Needs.	█	█	█	█
Housing Development, Redevelopment Target Areas.	█	█	█	█
TOTAL PROJECT COST				\$16,000

ORDINANCE NO. 2021-9

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF LOT THREE (3), SOUTHEAST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM I-1 LIGHT INDUSTRIAL DISTRICT TO R-4 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 I-1 (Light Industrial) to R-4 (Residential). The area being rezoned is legally described as:

Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on May 3, 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 or as recommended as now in an R-4 (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.

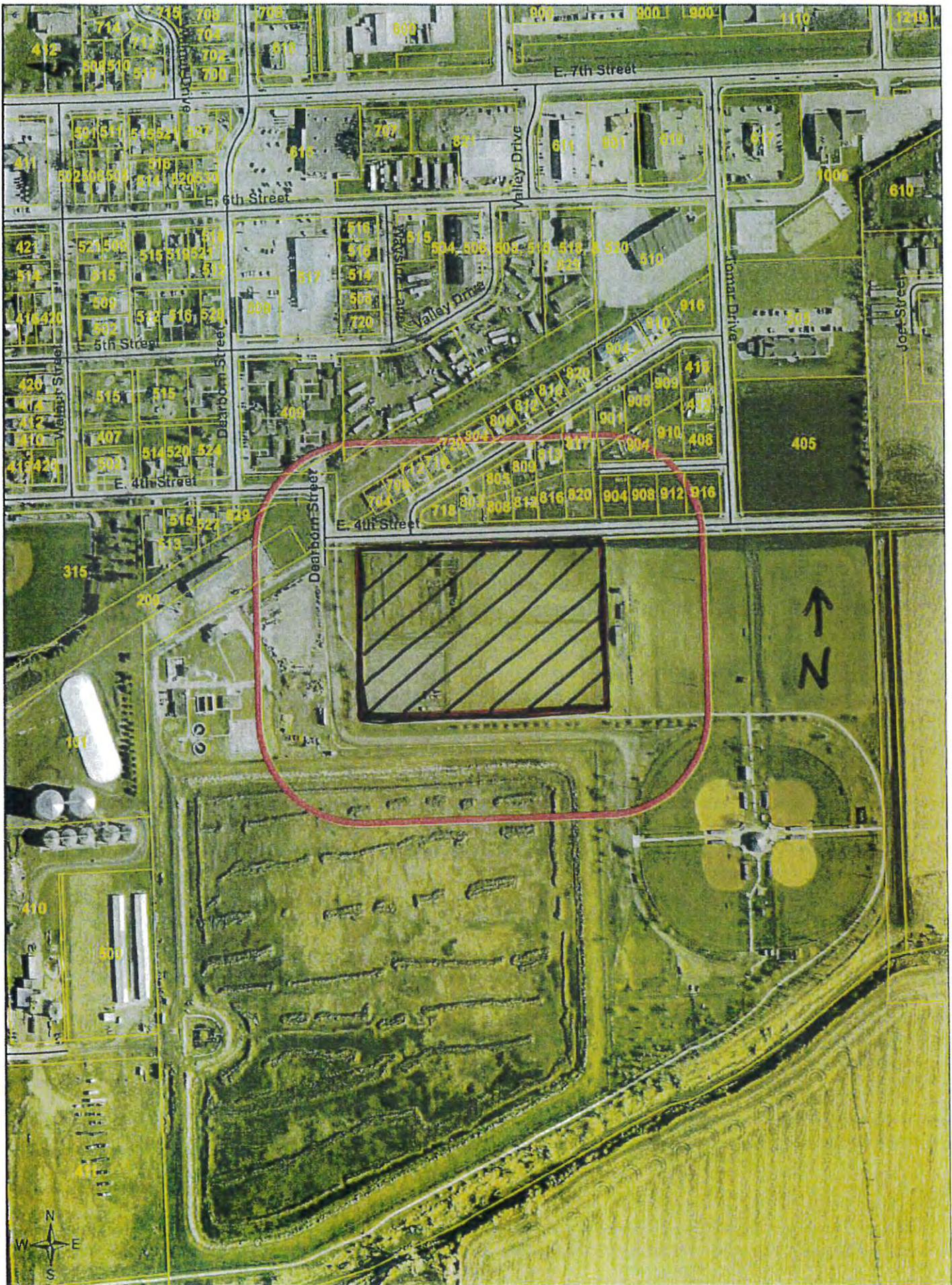
PASSED AND APPROVED this 15th day of June, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



ORDINANCE NO. 2021-10

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.064 — R-4 RESIDENTIAL DISTRICT, SUBSECTION (D) PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on May 3, 2021, regarding a request to consider amending the zoning text, specifically the R-4 Residential District, Section 152.064 (D) Permitted Conditional Uses, and have recommended approval thereof subject to the “Findings of Fact” being consistency with the Comprehensive Plan and staff’s recommendation.

Section 2. That Title XV Land Usage, Chapter 152 Zoning, Section 152.064 – R-4 Residential District, Subsection (D) Permitted Conditional Uses of the Municipal Code of Wayne, is hereby amended as follows:

§ 152.064 R-4 RESIDENTIAL DISTRICT.

(D) *Permitted conditional uses.*

(1) A building or premises in an R-4 District may be used for the following in conformance with the conditions prescribed in this section:

(a) For a bed and breakfast guest home:

1. Parking as required in § 152.139 of this chapter;
2. Signs as required in § 152.142 of this chapter;
3. A maximum of four rooms or suites of rooms are made available for use as transient lodging; and
4. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.

(b) For a domestic shelter, the maximum number of occupants shall not exceed one person per 750 square feet of lot area.

(2) Exceptions, in accordance with §§ 152.195 through 152.202 of this chapter, are:

(a) Child care centers; ~~and~~

(b) Accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or 7% of the total lot area; **and**

(c) Electrical distribution substations, gas regulator stations, communication equipment buildings, public service pumping stations and/or elevated pressure tanks.

Section 3. Any other ordinance or parts of ordinance in conflict herewith are repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 15th day of June, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2021-28

A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.

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

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

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

PASSED AND APPROVED this 15th day of June, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 15th day of June, 2021, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as “City,” and Wes Blecke, hereinafter referred to as “Employee.”

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

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

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

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

**SECTION I.
DUTIES**

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

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

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

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

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

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

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

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

H. Serve as City’s purchasing agent.

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

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

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

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

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

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

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

SECTION II. BASE SALARY

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of **\$113,588.80** _____. Said annual base salary shall be payable in equal installments at the same time as other employees of the City are paid. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately May/June of each year, or at such other times as the governing body shall deem necessary or advisable. Salary increases are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

SECTION III. BENEFITS

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

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

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

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

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

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

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

3.8. The City, being a member of the ICMA Retirement Corporation Deferred Compensation Program, will match the Employee's contribution up to ~~6%~~ 7% of the employee's monthly salary or in an amount not less than that provided to other city employees, starting 180 days after employment.

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

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

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

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

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

**SECTION IV.
HOURS OF WORK**

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

**SECTION V.
TERM OF AGREEMENT**

5.1. The term of this agreement shall commence on the 1st day of June, 2021, and shall remain in effect through May 31, 2022, and may be terminated as provided herein. This agreement and any termination hereunder shall comply with all applicable Federal, State and local laws, codes and regulations, and rules. In the event this Agreement is not terminated as provided herein, the Agreement shall automatically renew for one (1) year from the expiration of this agreement (a "Renewal Term") and will automatically renew for successive Renewal Terms thereafter unless terminated as provided herein. This agreement shall supersede any previous or current employment agreement between Employee and City.

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

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

**SECTION VI.
TERMINATION**

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

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

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

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

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

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

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

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

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

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

**SECTION VII.
EMPLOYEE EVALUATION**

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

**SECTION VIII.
INDEMNIFICATION**

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

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee