

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
July 6, 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 – June 15, 2021 and June 29, 2021](#)
3. [Approval of Claims](#)
4. [Action on the request of BJ Woehler, 902 Bressler Court, for a waiver of the sidewalk requirement](#)

Background: BJ Woehler is asking for Council consideration to waiving the requirement to install a sidewalk at his residence on Bressler Court.

5. [Action on the request of Dustin Soden to close 5th Street from Main Street to Pearl Street for a “Burn Out Competition” during Cruise Night or Chicken Days](#)

Background: Dustin Soden is requesting 5th Street from Main Street to Pearl Street be closed on Cruise Night and/or Chicken Days for a “Burn Out Competition.” Event insurance is required for anyone wishing to use City right-of-way. At this time, WAED is being asked whether or not this could fall under their “event insurance coverage.” If not, the event will, in all likelihood, not happen.

6. [Resolution 2021-32: Approving Master Services Agreement with HunTel.net, Inc., d/b/a American Broadband Nebraska Communications, Inc.](#)

Background: ABB representatives will be at the meeting to present this agreement. The City currently leases fiber strands from ABB. These strands connect City Hall to other City properties, as well as our main line from WSC. The City pays just under \$1,000 total for all strands per month for this fiber. ABB is proposing this monthly fee goes to \$0. They have also indicated the City could add additional strands to our system at no charge.

7. [Resolution 2021-33: Accepting Work on the “Greenwood Cemetery – West Driveway Project” and authorizing final payment to TR Harris Construction, Inc. - \\$75,350](#)

Background: The work has been completed on this project, and TR Harris Construction has submitted their invoice for payment. Staff recommendation is to accept the work and authorize payment to the contractor.

8. [Resolution 2021-34: Approving Addendum to Agreement between the City of Wayne and the Wayne Country and Golf Club](#)

Background: The City is wanting to provide water to the golf course from Well No. 6 instead of Well No. 7. This agreement will take the place of an earlier version.

9. [Resolution 2121-35: Authorizing Chief Elected Official to sign an Application for Community Development Block Grant Funds – Owner Occupied Rehabilitation - \\$250,000 \(Wayne Community Housing Development Corporation\)](#)

Background: Wayne Community Housing Development Corporation is making a CDBG application for owner-occupied rehabilitation. The amount is for \$250,000, and there is no match. The Mayor needs to sign a form as chief elected officer of the City to be attached to the grant application. Mytzy will be available to answer any questions.

10. [Resolution 2021-36: Approving Memorandum of Understanding between the City of Wayne and Wayne Area Economic Development regarding “Public Art”](#)
11. Action to set Budget Work Sessions — July 20th and August 3rd
12. Adjourn

**MINUTES
CITY COUNCIL MEETING
June 15, 2021**

The Wayne City Council met in regular session at City Hall on June 15, 2021, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 3, 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 Council retreat on Tuesday, June 29th, at 5:30 p.m. at the Wayne Fire Hall.

Councilmember Brodersen made a motion, which was seconded by Councilmember Woehler, to approve the minutes of the meeting of June 1, 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 Councilmember Eischeid who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERICAN BROADBAND, SE, 2444.50; AMERITAS, SE, 157.25; AMERITAS, SE, 2624.34; AMERITAS, SE, 72.00; AMERITAS, SE, 94.15; APPEARA, SE, 44.40; ASPEN EQUIPMENT, SU, 26091.00; BLACKBURN MANUFACTURING, SU, 325.26; BOARDERS INN &

SUITES, SE, 1666.00; BORDER STATES INDUSTRIES, SU, 1023.51; BRINER, WAYNE, RE, 150.00; CARHART LUMBER, SU, 644.07; CARPENTER PAPER CO, SU, 535.68; CARROLL DISTRIBUTING, SU, 587.45; CENTURYLINK, SE, 426.69; CITY OF WAKEFIELD, RE, 700.00; CITY OF WAYNE, PY, 84923.65; CITY OF WAYNE, RE, 2128.36; COPY WRITE PUBLISHING, SE, 217.95; DANKO EMERGENCY EQUIPMENT, SU, 600.00; DAUM, NICHELLE, RE, 200.00; DAVID & NIKKI LINDNER, RE, 250.00; DEARBORN LIFE INSURANCE, SE, 2596.52; EASYPERMIT POSTAGE, SU, 884.32; ED M. FELD EQUIPMENT, SU, 156.00; FLOOR MAINTENANCE, SU, 246.48; FRIDERES, AUSTIN, RE, 150.00; GERHOLD CONCRETE, SU, 1541.76; GLOBAL PAYMENTS INTEGRATED, FE, 450.69; GROSSENBURG IMPLEMENT, SU, 378.32; HAWKINS, SU, 165.56; HILAND DAIRY, SU, 145.37; HILL, MONTANA, RE, 150.00; ICMA, RE, 112.52; ICMA, RE, 372.47; ICMA, RE, 145.28; ICMA, RE, 159.20; ICMA, RE, 366.40; ICMA, RE, 8360.08; ICMA, RE, 1446.86; ICMA, RE, 147.00; ICMA, RE, 124.70; IRS, TX, 14552.16; IRS, TX, 3403.40; IRS, TX, 10708.73; JACK'S UNIFORMS, SU, 1044.70; JOHN'S WELDING AND TOOL, SU, 136.22; JONES, LEONARD, RE, 500.00; KRING, KYUANA, RE, 150.00; LUTT OIL, SU, 5755.53; MAAS, COURTNEY, SU, 21.35; MAIN STREET GARAGE, SE, 75.00; MERCHANT SERVICES, FE, 1495.59; MERCHANT SERVICES, FE, 103.40; MERCHANT SERVICES, FE, 2754.76; MIDWEST LABORATORIES, SE, 202.00; MILLER, GRANT, RE, 150.00; MONAHAN, PHILLIP, RE, 305.68; NE DEPT OF REVENUE, TX, 4573.88; NPPD, SE, 26538.36; ONE CALL CONCEPTS, SE, 236.27; O'REILLY AUTOMOTIVE STORES, SU, 210.58; PAC N SAVE, SU, 5.09; PAC N SAVE, SU, 522.08; PEARCY, SHAWN, RE, 150.00; PLUNKETT'S PEST CONTROL, SE, 97.34; QHA CLEANING, SE, 1375.00; QUADIENT LEASING USA, SE, 655.38; QUALITY FOOD CENTER, SU, 26.35; SERVICE TECH OF CENTRAL IOWA, SE, 1993.59; SKARSHAUG TESTING LAB, SE, 225.54; SPLASHTACULAR, SU, 650.00; STATE NEBRASKA BANK & TRUST, SE, 61.84; TAMIRAT, MOLLY, RE, 108.60; TITAN MACHINERY, SU, 316.00; TYLER TECHNOLOGIES, SE, 3239.29; UTILITY EQUIPMENT, SU, 67.39; VANHORN, NICK, RE, 150.00; VIAERO, SE, 67.32; WASTE CONNECTIONS, SE, 261.25; WAYNE FIREWORKS COMMITTEE, FE, 2000.00; WAYNE HERALD, SE, 190.00; WAYNE HERALD, SE, 140.50; WESCO, SU, 278.20; WAPA, SE, 16384.26; WINNING FINISH, SE, 210.00; APPEARA, SE, 49.90; BAKER & TAYLOR BOOKS, SU, 1286.79; BIG RIVERS ELECTRIC CORPORATION, SE, 726797.67; CITY EMPLOYEE, RE, 385.30; CITY EMPLOYEE, RE, 1083.90; CITY EMPLOYEE, RE, 115.60; CITY OF WAYNE, RE, 900.00; COTTONWOOD WIND PROJECT, SE, 13938.04; EXLINE, SU, 990.51; GROSSENBURG IMPLEMENT, SU, 259.85; HILAND DAIRY, SE, 222.62; INGRAM LIBRARY SERVICES, SU, 872.42; IOWA PUMP WORKS, SE, 5928.71; MARCO TECHNOLOGIES, SE, 200.61; NE HARVESTORE, SU, 511.25; OVERDRIVE, SU, 971.38; PER MAR SECURITY SERVICES, SE, 1307.37; QUADIENT FINANCE USA, SU, 184.23; QUADIENT LEASING USA, SE, 2691.00; REHAB SYSTEMS, SE, 22084.30; SANDRY FIRE SUPPLY, SU, 890.36; TOTAL GRAPHICS, SU, 2404.00; US BANK, SE, 9875.02; US FOODSERVICE, SU, 2630.29; VERIZON, SE, 536.22; WAYNE COUNTY CLERK, SE, 72.00; WAYNE COUNTY COURT, RE, 150.00; WAYNE VETERINARY CLINIC, SE, 280.00; WESCO, SU, 28000.83

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

Phill Monahan, Fire Chief, stated that Logan Miller could not be here this evening to be introduced to Council. However, he was still requesting Council consideration to approving her cadet membership application to the Wayne Volunteer Fire Department.

Councilmember Karsky made a motion, which was seconded by Councilmember Buck, approving the cadet membership application of Logan Miller to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Patty Wieland was present requesting Council consideration to return her newly adjusted sewer rate to what it was a year ago, based on previous year's water consumption.

Administrator Blecke explained the sewer rates and how they are averaged over a 3-month period in the winter time. Then that average is what is used to determine the sewer bill for one year until a new average is established.

Ms. Wieland's 90-day average a year ago was 1500 gallons. This year, it increased to 4100 gallons. This was due, she believes, to her having some issues with kids who left her outside water spigot on. She has now turned the water off from the inside to prevent this from happening again.

Councilmember Spieker arrived at the meeting at 5:56 p.m.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving 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 (1500 gallons), effective with the bill that comes out July 1st. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Travis Bull, representing Allo Communication, LLC, was present requesting an easement across the area east of the baseball field (Old Girl Scout Cabin area) to run fiber over to equipment that will set on the property to the south of this area. Electric and fiber will be in this easement.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Woehler, approving the "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, with the following language amended therein:

“The Grantee, **upon obtaining prior approval from Grantor, may ~~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.”

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

The following Easement in Viken Park is needed to set equipment for one of the PON’s that Allo referred to in the permit.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving the “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, with the following language amended therein:

“The Grantee, **upon obtaining prior approval from Grantor, may ~~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.”

And in addition, that the PON cabinet will not make any noise which would disturb the neighborhood.

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

Mayor Giese stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation concerning the Savidge Court 2nd Addition Plat, a Replat of the Savidge Court Administrative Replat.” The applicant for the request is Lucas Thompson.

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.

The Planning Commission reviewed the matter at their public hearing on June 14, 2021, and forwarded a recommendation to approve the same, with the "Finding of Fact" being staff's recommendation.

This plat is now similar to what the original plat showed. The original plat was changed due to a contractor's error in building over two of the lot lines. At that time, it was felt that the remaining 4 lots were too small to put homes on, so the decision was made to replat the same into 3 lots. It was noted that there is an electric pedestal, as well as a cable tv and phone box on the middle lot that will create some issues if the plat is only 3 lots.

Lucas Thompson was present to answer questions.

Alex Wieland was present and voiced his concerns over parking in this area, increased traffic and the number of rentals.

It was noted that even if the plat was changed to 2 lots, Mr. Thompson could still build two townhomes.

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.

Councilmembers Spieker and Woehler voiced concerns that were raised by Mr. Wieland.

Patty Wieland inquired how Western Ridge went from being for low-to-moderate single-family residences/families to where contractors were building rental homes for profit.

Administrator Blecke stated the regulations for Western Ridge have changed over the years from the original intent.

Councilmember Brodersen introduced Resolution 2021-29, and moved for its approval; Councilmember Muir seconded.

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.

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

Joel Hansen, Street and Planning Director, stated the City received two bids on the Lagoon Fence Project.” After review of the same, staff recommendation is to award the project to the low bidder, Noswett Fencing & Decks, Columbus, NE, for \$25,426.51. The second bid was from Elkhorn Fence for \$35,775.

Councilmember Brodersen introduced Resolution No. 2021-30 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2021-30

A RESOLUTION ACCEPTING BID AND AWARING CONTRACT ON THE “LAGOON FENCE PROJECT” — NOSWETT FENCING & DECKS FOR \$25,426.51.

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

Administrator Blecke stated the following Resolution would approve the agreement with Hanna:Keelan Associates PC for professional services relating to a “Community Housing Study Update.” The cost for said services is \$16,000.00. We have been approved for an \$8,000 grant, which the City is required to match.

Councilmember Brodersen introduced Resolution No. 2021-31 and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2021-31

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

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

Councilmember Spieker introduced Ordinance No. 2021-9, and moved for approval of the third and final reading thereof; Councilmember Brodersen 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 Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Brodersen introduced Ordinance No. 2021-10, and moved for approval of the third and final reading thereof; Councilmember Muir 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 Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Discussion took place regarding "Food Truck Parking." Mayor Giese stated he has concerns that a food truck can theoretically roll up in front of an established business and start selling food. After discussion, staff would contact other communities for ordinances/permits to see what they do.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to enter into executive/closed session for the purpose of protecting the needless injury to the reputation of the City Administrator to discuss his employment agreement, and to allow Attorney Miller 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 Eischeid who was absent, the Mayor declared the motion carried, and executive session began at 7:20 p.m.

Mayor Giese again stated that the matter to be discussed in execution session relates to the City Administrator's employment agreement.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried, and open session resumed at 7:37 p.m.

Councilmember Spieker made a motion, which was seconded by Councilmember Brodersen, to approve the City Administrator's contract (per Resolution No. 2021-28), with the option of allowing him to choose between one week of additional vacation and moving to the low midpoint on the salary survey or a 3% increase to \$116,996.46.

RESOLUTION NO. 2021-28

A RESOLUTION TO ADOPT CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT.

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

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:38 p.m.

**MINUTES
CITY COUNCIL MEETING
June 29, 2021**

The Wayne City Council met in special session at the Wayne Fire Hall on Tuesday, June 29, 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, Yasuko Taoka, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Nick Muir.

Notice of the convening meeting was given in advance by posting in three places on June 24, 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 Wayne Fire Hall, 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.

The Council then discussed the following retreat items:

➤ **Water Update**

As of this writing, the City has failed another set of samples on the new main. Roger Protzman is reaching out to other engineers and the State to get advice on the sample failings. City Administrator Blecke and Water/Wastewater Superintendent Casey Junck updated the Council on what has been happening to date.

A memo was distributed from Roger Protzman, Engineer with JEO Consulting Group, Inc. The memo outlined the next steps they would like to work through:

- Disassemble the vent piping and observe valve operation (within 2 weeks);
- Disassemble two valves and inspect for contamination (within 2 weeks);
- Install just air releases in the first 1 to 2 miles and see if this resolves the problem (might take more time);

- Consult with HHS to see if they would send an engineer onsite to see if they observe anything unusual (he has been in contact with them); and
- Contact another consulting firm (HDR, Omaha, NE) to potentially review the project at Administrator Blecke's request. (Council consensus was that the City should not be responsible for this charge.)

The warranty period is up at the end of August. Councilmember Woehler is concerned about the design of the project and the amount of time City staff is having to spend on this matter.

➤ **Discussion on Historic Buildings**

Representatives from the First Baptist Church were present to discuss the plans for church which is located at the corner of 4th Street and Main Street. Robert Dyer stated the building is in need of substantial improvements. They have found a new location on E. 10th Street. They are researching and trying to figure out what to do with the old building (e.g. demolish, rebuild, sell, etc.). They are having an auction on August 5th. They are in need of handicapped accessibility, which this facility does not have. The church is 112 years old. A suggestion was to list this property for sale to see if there is any interest in it, and take all reasonable efforts to sell the same.

Should the City play a role in historic preservation? Administrator Blecke stated the role we play is to facilitate or have economic development facilitate the process to go through the incentives for certain things and come forward with LB840, etc.

➤ **Videotaping Council Meetings**

Currently, the plan is to keep the regular meetings on Zoom, but not allow the public to talk via Zoom. This will be like a C-Span channel. You can tune in and watch, but to participate, you must show up in person at the meeting. It was noted that the Emergency Declaration ends June 30th.

Investing in better equipment was suggested/recommended.

➤ **Juneteenth Holiday**

Juneteenth (June 19) was declared a national holiday on June 16, 2021, and one day later a State holiday. Council consensus was to treat this as a "holiday" and close. This matter will be brought forward for Council consideration to amend the personnel manual at a future meeting.

➤ **Food Trucks**

Council reviewed several ordinances from other communities. An ordinance could be drafted to exempt Chicken Show, Bressler Fest, etc. The purpose for drafting an ordinance is: so that we know food truck are located in town and that everyone knows the rules.

➤ **Sidewalk Improvement Districts**

Sidewalk on the north side of 7th Street to Bomgaars

Sidewalk improvement districts allow the City to improve dilapidated sidewalks as well as add sidewalks where there are not any. Joel Hansen, Street & Planning Director, provided some past history on "Sidewalk Improvement Districts." In the past, the City had a cost-share program of 50% of replacement costs to sidewalks, and the same could be assessed over a 7-year period. The Council, back in 2002, approved a 5-year moratorium on sidewalk improvement districts and to put

the money normally spent on those projects towards funding the trail program. The districts were usually done annually by quadrant.

Staff is taking into consideration having connectivity to the trail system. One of the areas looked at was the northwest quadrant (Westwood Addition).

Gap paving was also discussed.

Installing sidewalk on 7th Street from the cemetery to Bomgaars was discussed. After discussion, staff was directed to come up with an estimate (ballpark figure) to extend that sidewalk. A question arose as to why those businesses did not have sidewalks in their plans when those buildings were built.

➤ **4th Street Development**

With this area now being rezoned for residential development, staff was seeking direction from Council on what they would like to do next. Staff outlined that:

1. The City can continue to operate the property “as is” (the rezoning doesn’t force the City to do anything);
2. The City can wait until more is known about the lagoon developments and how best to tie this property into it; or
3. The City can solicit proposals from developers now or in the future to sell and develop the land.

Even if No. 3 is chosen, the City would not have to accept any proposals. No matter what the Council decides to do with this property, staff advises that no physical development take place until June 2022 or after, as there is a national high school rugby tournament planned for May 2022. If Council wants to solicit proposals, Council should have some type of discussion if it wants to consider certain development over others (i.e. all multifamily units, only single-family units, or a combination thereof). It was noted that there has been some interest expressed in this property.

After some discussion, consensus was that this should wait until decisions are made on what the lagoon layout is going to be.

➤ **Update on Civic and Community Center Financing Fund (CCCFF) Planning Grant.**

In 2019, the City applied for and received a planning grant from the CCCFF. The City chose to use Carlson West Povondra Architects to complete the plan. The architect has met with City staff as well as Wayne Community Schools a few times to see how updates and an addition could better serve the public. Current budget numbers for updates and an addition is about \$4.5 million (pre-COVID).

The planning grant was funded. The hope was to apply for funding in the spring of 2021. There were no applications because that money was all derived from Pinnacle Bank, CHI, and the Baxter and Ralston Arenas. Administrator Blecke did not know if anything would be open in the spring of 2022, but Jan Merrill with the Northeast Nebraska Economic Development District said we need to get the application done to be able to apply for funding. The intent is to have this done this fall. At some point, the Council will have to review and make a final decision on what they want to do. Preliminary plans of several proposed additions, including a walking track, gym and indoor pool

were reviewed. Partners could include, Wayne Community Schools, Wayne State College and Providence Medical Center.

Administrator Blecke noted that the LB840 sales tax will be up in 2024. We will meet the \$3.2 million threshold well before that. Whatever sales tax comes in after that point will go into the General Fund.

➤ **Disputes on Water/Sewer Bills**

Summaries of the past four disputes were presented to Council for their review.

➤ **Lagoon Redevelopment Survey Updates/Recreational Development**

- **Additional Recreation Fields**
- **Fitness Court Presentation**

The lagoon redevelopment survey results were discussed. Recreation fields, pond/lake, campsites were probably the most common survey wants. Consensus of Council was to accelerate the lagoon project.

In regard to the fitness court presentation brought forward by Councilmember Spieker from a recent visit to UNL, staff was to contact the District to see if this could be incorporated into the grant for the old pool bathhouse project/renovation. Right now, the estimate on the old pool bathhouse project is \$230,000. The minimum grant is \$250,000, with a maximum of \$400,000, and you have to match with 30%. So, we have to have a \$350,000 project for this area. If the fitness court could be incorporated therein, that would meet the minimum requirement.

➤ **Alley Parking/New Construction/Owner Responsibility/Runoff**

Councilmember Buck had concerns from property owners regarding runoff in the alley — 8th street between Nebraska and Windom. Mr. Hansen advised that property owners can petition to get gravel/rock for the alleys. The City then provides the gravel/rock and then bills those that sign the petition an equal share for one-half the cost or one dump truck load.

➤ **Update on Community Redevelopment Authority**

Councilmember Brodersen (Chair of the CRA) stated that the CRA now owns 717 Main Street. The intent is to demolish the same. The CRA has talked about coming to the City for funding for different things. The CRA currently owes the City \$300,000. If the CRA is going to continue to undertake those types of purchases or try to obtain some of those properties, they are likely going to need more funding at some point. They can levy a property tax, but they have to come through the City to get that. However, you (the City) cannot go over the \$.45 levy limit.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 9:00 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	PADLOCKS/FASTENERS/PAINT/BOLTS	464.06
ACES	ACES WIND ENERGY SERVICE AGREEMENT	956.14
AMAZON.COM, LLC	DVDS/OFFICE SUPPLIES/PAINT	1,219.15
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	91.43
AMERITAS LIFE INSURANCE	AMERITAS ROTH	190.94
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,732.96
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	CAC MAT SERVICE	44.40
BAUER UNDERGROUND INC	BORING	65,438.93
BEBEE, TIMOTHY J. & LESLIE A.	TIF PRINCIPAL/INTEREST	3,307.12
BENSCOTER, LOUIS	TIF INTEREST	1,198.59
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	109,433.60
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	47,804.08
BOMGAARS	TOOLS/TOOL BOX/BATTERIES/FITTINGS/CHEMICALS	1,667.03
BSN SPORTS, INC	SOCCER NET/BATTING TEE	208.95
CARROLL DISTRIBUTING	SCREED/FORM COATING	650.24
CENTURYLINK	TELEPHONE CHARGES	426.69
CITIZENS STATE BANK	TIF PRINCIPAL & INTEREST	5,777.45
CITY EMPLOYEE	MEDICAL/VISION REIMBURSEMENT	952.84
CITY EMPLOYEE	VISION REIMBURSEMENT	478.50
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	726.53
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	840.88
CITY OF WAYNE	PAYROLL	95,453.52
CITY OF WAYNE	UTILITY REFUNDS	715.48
CONTRERAS, SHERRY	BUILDING PERMIT DEPOSIT REFUND	500.00
CORE & MAIN LP	HYDRANT EXTENSION	735.18
CUMMINS CENTRAL POWER, LLC	GENERATOR INSPECTIONS	1,875.50
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	509.04
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	54.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	103.20
DEMCO INC	BOOK COVERS/DVD BROWSER HOLDER/LAMINATING SHEETS	1,338.72
DITCH WITCH UNDERCON	RELAY/SUCTION TOOL/WATER FOUNTAIN/ERTS	364.43
DUTTON-LAINSON COMPANY	WATER ERTS	7,648.40
EAKES OFFICE PLUS	COPY CHARGES	408.45
ED M. FELD EQUIPMENT CO INC	SCBA EQUIPMENT TESTING/HARNES	1,917.24
FAITH REGIONAL PHYSICIAN SERV.	RANDOM DRUG TESTING	199.00
FIRST CONCORD GROUP LLC	FLEX FEES	3,467.88
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/BOWLS/CUPS	798.48
FOURTH GENERATION FAMILY	TIF PRINCIPAL & INTEREST	14,735.24
FREDRICKSON OIL CO	TIRE REPAIR	16.00
GERHOLD CONCRETE CO INC.	CONCRETE	3,744.01
GOTTULA, ALAN	TREE INCENTIVE	88.58

Vendor	Payable Description	Payment Total
GROSSENBURG IMPLEMENT INC	GAS METER FREIGHT CHARGE	108.69
HAWKINS, INC	AZONE/PUMP/POOL SUPPLIES	2,074.32
ICMA MEMBERSHIP RENEWAL	MEMBERSHIP DUES	923.11
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,446.86
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,394.12
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	159.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	145.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	366.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	124.70
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	372.47
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	147.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	112.52
IRS	FEDERAL WITHHOLDING	51.53
IRS	MEDICARE WITHHOLDING	10.66
IRS	FICA WITHHOLDING	45.54
IRS	FICA WITHHOLDING	16,051.72
IRS	FEDERAL WITHHOLDING	11,422.40
IRS	MEDICARE WITHHOLDING	3,754.00
JACK'S UNIFORMS	POLICE UNIFORM	870.00
JENSEN, MATT	TREE INCENTIVE	48.14
JEO CONSULTING GROUP	CENTENNIAL RD	33,838.60
JOHNSON'S PLUMBING & HEATING	BOILER REPAIR INSPECTION	191.00
JORGENSEN, KEN	TIF PRINCIPAL & INTEREST	2,796.91
KTCH AM/FM RADIO	SEWER CLEANING/SURVEY	675.00
LUTT, STEVE	AUDITORIUM DEPOSIT REFUND	250.00
MACQUEEN EQUIPMENT	STREET SWEEPER SCRAPER	-271.41
MACQUEEN EQUIPMENT	AIR RIDE SEAT REPAIR	2,448.62
MATHESON-LINWELD	OXYGEN	35.06
MICRO FOCUS (US) INC	GROUPWISE EMAIL LICENSING	2,821.27
MILO MEYER CONSTRUCTION	LAGOON PROJECT	7,612.50
NATIONAL INDUSTRIAL & SAFETY SUPPLY	GLOVES	143.64
NATP	MEMBERSHIP RENEWAL	95.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,002.26
NE DEPT OF REVENUE	STATE WITHHOLDING	7.22
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	1,283.00
NE RURAL WATER	REGISTRATION	300.00
NEBRASKA JOURNAL LEADER	POOL ADVERTISING	54.96
NORTHEAST POWER	WHEELING CHARGES	13,882.96
NWRA	2021-2022 MEMBERSHIP	105.00
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY/BATTERY ACID/CORE RETURN	127.33
PETERSON, CARTER	TIF PRINCIPAL & INTEREST	1,503.22
POLLARD PUMPING	PORT A POTTY RENTAL	520.00
PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	135.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	10.42
RAULSTON, JUSTIN	BUILDING PERMIT DEPOSIT REFUND	500.00
REEG, BETTY S. Revocable Trust	TIF PRINCIPAL/INTEREST	3,006.47

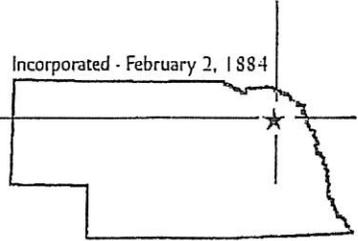
Vendor	Payable Description	Payment Total
RICK'S RADIATOR & HEATER REPAIR	RADIATOR	825.00
ROTARY CLUB OF WAYNE	DUES-K WARNER	160.00
SCHULTZ, EVERETT	DRIVEWAY DEPOSIT REFUND	500.00
SEBADE CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	1,000.00
SEILER INSTRUMENT & MFG. CO. INC.	MAPPING SUBSCRIPTION	1,200.00
STADIUM SPORTING GOODS	SHIRTS	49.00
STAPLES, INC	OFFICE SUPPLIES	484.08
STATE FIRE MARSHAL TRAINING DIVISION	HAZMAT CERTIFICATION	300.00
STATE NEBRASKA BANK & TRUST	SWIMMING POOL REFUNDING BOND	350,824.24
STRAIGHT, RICHARD	AUDITORIUM DEPOSIT REFUND	200.00
TENTINGER, CRAIG	BUILDING PERMIT DEPOSIT REFUND	500.00
TITAN MACHINERY	MOWER PARTS	65.65
TOMPKINS, RODNEY R. Irrevocable Trust	TIF PRINCIPAL & INTEREST	3,006.48
UTILITIES SECTION	UNDERGROUD WORKSHOP	650.00
UTILITIES SECTION	LINEWORKERS WORKSHOP	3,990.00
WAYNE AREA ECONOMIC DEVELOPMENT	CHICKEN SHOW SPONSORSHIP	1,000.00
WAYNE AUTO PARTS	TOOLS/BATTERY/TERMINAL/DISC	279.44
WAYNE HERALD	ADS	103.00
WAYNE HERALD	ADS AND NOTICES	907.20
WESCO DISTRIBUTION INC	BOX PAD/SOCKETS/SAFETY PAINT	1,981.64
WINNING FINISH	DETAIL CARAVAN	225.00
WINNING FINISH	DETAIL UPLANDER VAN	210.00
WINSUPPLY NORFOLK NE CO	PLUG	27.38
WISNER WEST	FD GASOLINE	44.89
ZILA, BRIAN	ENERGY INCENTIVE	500.00
	Grand Total:	872,090.55

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.

(Faint, illegible text)

Name: B. J. Woehler

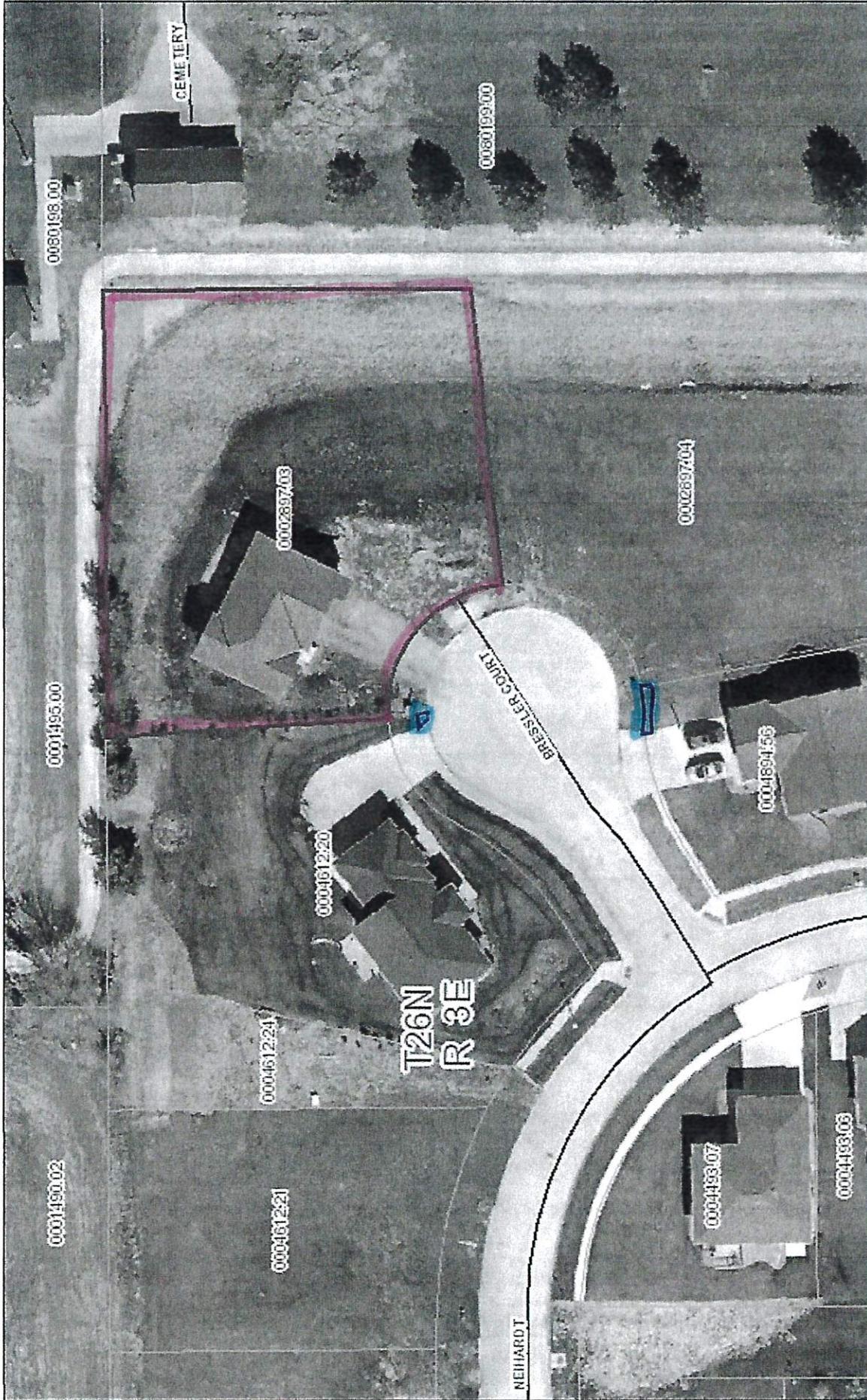
Address: 902 Bressler Ct Wayne NE 68787

Telephone No.: 402-369-0049

Date of Request: 6/28/2021

Description of Requested Topic:
Remove / Waive Sidewalk Requirement
because the lot is in a Cuydesac and
my neighbors do not extend to my
property line and stop short at their
driveways - See missing areas in blue





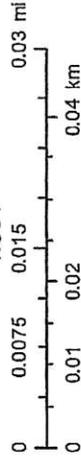
June 28, 2021

- Parcels
- Sections
- Townships

— Streets

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:884

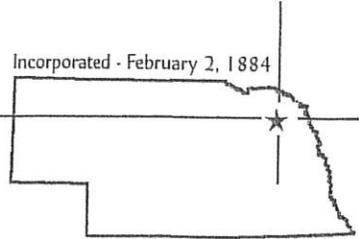


City of Wayne

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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: Dustin Soden

Address: 502 Main Street

Telephone No.: 402-518-0542

Date of Request: 6-26-21

Description of Requested Topic: Burn out competition.

Corner of 5th and Main St. During Cruise

night, or chicken days depending on insurance.

60 second time limit to create as much time

Smoke as possible.



RESOLUTION NO. 2021-32

A RESOLUTION APPROVING MASTER SERVICES AGREEMENT BETWEEN THE CITY OF WAYNE (CITY) AND HUNTEL.NET, INC., D/B/A AMERICAN BROADBAND NEBRASKA COMMUNICATIONS, INC., (ABB) TO PROVIDE SERVICES TO CITY OFFICES AND FACILITIES.

WHEREAS, the City has numerous offices and facilities in need of services; and

WHEREAS, a proposal to provide services to said offices and facilities has been received from ABB, as outlined in said agreement, at no charge.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Master Services Agreement with ABB to provide services to all city offices and facilities, as outlined therein and attached hereto and incorporated herein by reference, is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 6th day of July, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

American Broadband

1638 Lincoln Street
P.O. Box 400
Blair, NE 68008-0400
Main 402.426.6200
Fax 402.426.6298
www.ABBNebraska.com

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made this 22nd day of June, 2021, (the “Commencement Date”) between HunTel.net, Inc. D/B/A American Broadband Nebraska Communications, Inc., a Nebraska Corporation, with offices located at 1605 Washington Street, P.O. Box 400, Blair, NE 68008 (“ABB”) and the City of Wayne, with corporate offices located at 306 N Pearl St, Wayne, NE 68787 (“CUSTOMER”).

RECITALS

WHEREAS, ABB and CUSTOMER wish to enter into this Agreement to set forth the general terms and conditions under which ABB will provide CUSTOMER with services and CUSTOMER will purchase services from ABB; and,

WHEREAS, the parties wish to define the specific terms of services purchased and sold hereunder by means of service orders, which will be issued and accepted by both parties.

NOW, THEREFORE,

In consideration of the mutual covenants and agreements contained herein the parties agree as follows:

1. DEFINITIONS

- a. “**Service(s)**” shall mean the services particularly described in each Service Order.
- b. “**Service Order(s)**” shall mean fully-executed orders for specific Services on ABB’s standard Service Order forms, including attachments hereto. Each Service Order shall be issued and accepted by the parties in accordance with the provisions of this Agreement. Each Service Order will contain specific provisions with respect to prices, features, locations, descriptions of service, duration and other terms as appropriate.

2. SCOPE AND ORDER OF PRECEDENCE

- a. This Agreement establishes general terms and conditions, which apply to Services provided by ABB to the CUSTOMER. Each Service Order issued and accepted hereunder, and the Services ordered there under, shall be subject to all of the terms of this Agreement.
- b. Exact scope of services to be provided by ABB and agreed upon by CUSTOMER are outlined in Attachment A attached to this Agreement.
- c. In the event of conflict or inconsistency between the general provisions of this Agreement and those of an individual Service Order, the conflict or inconsistency shall be resolved in favor of the Service Order.

3. TERM

- a. The term of this Agreement shall begin on the Commencement Date as outlined above through June 22, 2026. After June 22, 2026, Agreement renews annually unless CUSTOMER provides sixty (60) days written notice prior to terminating said Agreement.

4. PAYMENT

- a. **Charges.** Installation and all other non-recurring charges, if any, and monthly recurring charges for the Services will be at the rates set forth as specified on the Summary of Services page (Attachment A); or as otherwise agreed by the parties for the specific Service Order. Except for usage-based Services, which are billed in arrears, the services are billed one (1) month in advance and the first billing cycle may include a partial month Service and a full month Service charge, if the Service is installed and activated during a partial month of

American Broadband

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- Service. All fees and charges are payable for the duration of the Term, regardless of whether CUSTOMER actually uses the Services.
- b. **Taxes and Other Fees.** Prices established in this Agreement and the applicable Service Order are exclusive of taxes and other fees which may be imposed on ABB or CUSTOMER for the provision or use of the Services. CUSTOMER will pay such taxes and other fees. Tax exempt status will be granted to CUSTOMER upon presentation of a satisfactory certificate of exemption.
 - c. **Assurance of Payment.** If CUSTOMER has failed to timely pay for Service(s) on two occasions during any six month prior ABB may require that CUSTOMER provide an advance deposit or form of security in amount and form satisfactory to ABB. Upon expiration or termination of this Agreement and CUSTOMER's compliance with its financial obligations hereunder, all amounts on deposit will be returned to CUSTOMER.
 - d. **Invoicing and Payment.** Billing will commence for each Service on the date of issue by ABB to CUSTOMER of a notice of billing commencement (the "Billing Acknowledgement"). CUSTOMER will pay all amounts owed under each Service Order within thirty (30) days after the invoice date (the "Due Date"). ABB reserves the right to charge interest on delinquent amounts at the lower of one and one-half percent (1.5%) per month or such other rate or rates as may be permitted under applicable law.
 - e. **Disputed Payments.** In the event CUSTOMER in good faith disputes any charges invoiced by ABB, CUSTOMER shall promptly pay all undisputed charges, and shall notify ABB in writing of any such disputed amounts within 60 days of the Due Date, identifying in reasonable detail its reasons for the dispute and the nature and amount of the dispute. All amounts not timely (within 60 days of the Due Date) and appropriately disputed shall be deemed final and not subject to further dispute. ABB will review the amounts in dispute within thirty (30) days after its receipt of such notice. If ABB determines that CUSTOMER was billed in error, a credit for the amount billed incorrectly will be made to the next invoice. If ABB and CUSTOMER determine that the amount was billed correctly, CUSTOMER will pay the amount by the Due Date of the next invoice.
5. **INTERNET USAGE.** To the extent the Services are used in connection with CUSTOMER's use of the Internet, CUSTOMER warrants and represents to ABB (i) that the Services will be used only for lawful purposes, and CUSTOMER shall not transmit, retransmit or store material in violation of any federal or state laws or regulations; (ii) that CUSTOMER will comply with the applicable Acceptable Use Policy ("AUP") as amended from time to time and which is posted on ABB's Website at www.abbnebraska.com; and (iii) that CUSTOMER will ensure that its end users accept and comply with the applicable AUP.
 6. **INDEMNIFICATION.** Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct.
 7. **TERMINATION.** Either party in accordance with the following may terminate this Agreement and any Service Order(s):
 - a. **Default by CUSTOMER.** If (i) CUSTOMER makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy, other

- insolvency protection against CUSTOMER is filed and not dismissed within sixty (60) days;
- (iii) CUSTOMER fails to make any payment required hereunder when due, and such failure continues for a period of five (5) business days after written notice from ABB; or (iv) CUSTOMER fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from ABB; then ABB may: (A) terminate this Agreement and any Service Order, in whole or in part, in which event ABB shall have no further duties or obligations there under, and/or (B) subject to Section 13, pursue any remedies ABB may have under this Agreement, at law or in equity.
- b. **Default by ABB.** If (i) ABB makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy, other insolvency protection against ABB is filed and not dismissed within sixty (60) days; or (iii) ABB fails to observe and perform any material term of this Agreement and/or Service Order and such failure continues for a period of thirty (30) days after written notice from CUSTOMER; then CUSTOMER may (A) terminate this Agreement and/or any Service Order, in whole or in part, in which event CUSTOMER shall have no further duties or obligations there under, and/or (B) subject to Section 13, pursue any remedies CUSTOMER may have under this Agreement, at law or in equity.
- c. **Early Termination.** If CUSTOMER terminates or cancels service under any Service Order prior to its agreed expiration date, CUSTOMER will pay ABB a termination charge (as liquidated damages and not as a penalty) including all nonrecurring, disconnection or termination charges reasonably incurred by ABB on CUSTOMER's behalf, and seventy-five (75) percent of the remaining monthly charges for the remainder of the Term.
8. **NON-DISCLOSURE.** Any information or documentation disclosed between the parties during the performance of this Agreement shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the parties.
9. **INTELLECTUAL PROPERTY RIGHTS.** Neither party shall use any copyrights, patents, trade secrets, software, trade marks, trade names, service marks, license rights or other intellectual property rights (collectively "Intellectual Property") owned, licensed or used by the other party.
10. **FORCE MAJEURE.** Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("Force Majeure Event"). In the event ABB is unable to deliver Service as a result of a Force Majeure Event, CUSTOMER shall not be obligated to pay ABB for the affected Service for so long as ABB is unable to deliver the affected Service.
11. **LEGAL NOTICES.**
- a. Notices and communications concerning this Agreement shall be addressed to:
CUSTOMER:
City of Wayne, 306 N Pearl St, Wayne, NE 68787
Attn: Wes Blecke

American Broadband Nebraska Communications

American Broadband

1638 Lincoln Street
P.O. Box 400
Blair, NE 68008-0400
Main 402.426.6200
Fax 402.426.6298
www.ABBNebraska.com

1605 Washington St., P.O. Box 400, Blair, NE 68008
Attn: Pam Adams, Marketing Manager
Phone: (402) 426-6297
Fax: (402) 426-6298

Or at such other address as either party may designate to the other.

- b. Notices shall be sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, by facsimile, or electronic transmission, and shall be deemed delivered either on the date of return receipt acknowledgement (in the case of U.S. Mail), or on the next day after sending of the notice (in the case of facsimile or overnight delivery service). Notwithstanding the foregoing, in the event of facsimile or electronic transmission notice, the confirming original must be sent by overnight delivery service for notice to be deemed effective.

12. RIGHTS AND OBLIGATIONS OF ABB; DISCLAIMER OF WARRANTIES

- a. ABB shall have no liability or responsibility for the content of any communications transmitted via the Service, and CUSTOMER shall defend, indemnify and hold ABB harmless from any and all claims related to such content or for claims by third parties related to CUSTOMER's use of the Service. ABB only provides access to the internet, and CUSTOMER agrees that it shall make no claims whatsoever against ABB relating to the content of the internet or respecting any information, product, service, or software ordered through or provided by virtue of the internet.
- b. EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR IN ANY SERVICE ORDER, THE SERVICES PROVIDED BY ABB ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY ABB, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

13. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING FROM OR RELATED TO THE SERVICES OR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ABB'S LIABILITY HEREUNDER TO CUSTOMER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGE PAID BY CUSTOMER FOR THE PARTICULAR SERVICE, OR SERVICE ORDER TO WHICH THE CLAIM PERTAINS.

14. **ASSIGNMENT.** CUSTOMER may not assign this Agreement or any Service Order without the prior written consent of ABB, which consent will not be unreasonably withheld or denied.

15. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its principles of conflict of laws.

16. **GENERAL PROVISIONS.**

American Broadband

1638 Lincoln Street
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- a. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement and to execute it and any Service Orders or other attachments hereto on behalf of such party and any of its Affiliates.
- b. The relationship of the parties hereunder shall always and only be that of independent contractors. No provision of this Agreement shall be construed to create a joint venture or partnership between the parties.
- c. In the event any provision in the Agreement shall be held invalid, illegal or unenforceable, the unaffected provisions shall remain in full force and effect.
- d. The Agreement, the Service Order(s) and the attachments and exhibits to each Service Order constitute the entire agreement between the parties with the respect to the subject matter hereof, and supersede any and all prior or contemporaneous agreements, written or oral. This Agreement and any Service Order may be modified at any time only by written agreement of the parties.
- e. No waiver of any breach of this Agreement or any Service Order shall be deemed to be a waiver of any other or subsequent breach.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF WAYNE, NEBRASKA

Signature

Date

Printed Name & Title

AMERICAN BROADBAND NEBRASKA

Signature

Date

Printed Name & Title

American Broadband

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ATTACHMENT A: SUMMARY OF SERVICES

CUSTOMER: City of Wayne

CONTACT: Wes Blecke, City Administrator

SUMMARY OF SERVICES:

Renewal of existing dark fiber leases 60-month term
--

CONSTRUCTION: N/A

Monthly Recurring Charges (MRC)	Non-Recurring Charges (NRC)
Click here to enter text.	n/a

Terms and Conditions are outlined in the attached Master Services Agreement. The above MRCs and NRCs do not include taxes and surcharges.

This offer good for 90 days from June 22, 2021.

Thank you for the opportunity to provide the City of Wayne the best in communications services.

American Broadband Contact:

Pam Adams, Marketing Manager

We accept the above Summary of Services:

Signature

Date

Printed Name & Title

MASTER SERVICES AGREEMENT

RESOLUTION NO. 2021-33

A RESOLUTION ACCEPTING WORK ON THE “GREENWOOD CEMETERY – WEST DRIVEWAY PROJECT” AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF \$75,350.00 TO TR HARRIS CONSTRUCTION, INC.

WHEREAS, on the 16th day of March, 2021, the City of Wayne approved Resolution No. 2021-23 awarding the contract on the “Greenwood Cemetery – West Driveway Project” to TR Harris Construction, Inc., of Homer, Nebraska; and

WHEREAS, the contract has been completed according to the terms and specifications of City Staff.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the recommendation of acceptance by City Staff for the work on the “Greenwood Cemetery – West Driveway Project” be and the same is hereby approved, and that the City Administrator is authorized to make final payment to the contractor pursuant to the project contract.

PASSED AND APPROVED this 6th day of July, 2021.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

TR HARRIS CONSTRUCTION INC
102 Robert St
PO Box 129
Homer Nebraska 68030
trharris1960@gmail.com
Tim Harris Cell 712-259-4400

Bill To City of Wayne

Invoice # 06242021

<u>ITEM NO.</u>	<u>Section 1 Roadway Items</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOT. COST</u>
1	Removal	SY	1316	\$ 4.00	\$ 5,264.00
2	7" PCC Paving	SY	1245	\$ 53.00	\$ 65,985.00
3	Subgrade Prep	SY	1245	\$ 3.00	\$ 3,735.00
6	Full Depth Saw Cut	LF	61	\$ 6.00	\$ 366.00
	No Bond or Dues				
	No Sales Tax				
	No Seeding Or Erosion Control				
	Total due			\$	75,350.00

RESOLUTION NO. 2021-34

A RESOLUTION APPROVING ADDENDUM TO AGREEMENT BETWEEN THE CITY OF WAYNE AND THE WAYNE COUNTRY AND GOLF CLUB.

WHEREAS, the City of Wayne (City) is desirous of entering into an Addendum to the Agreement entered into on or about November 1, 1994, with the Wayne Country and Golf Club (WCC), a copy which is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City and the WCC is hereby approved, and the Mayor is hereby authorized to execute the same on behalf of the City.

PASSED AND APPROVED this 6th day of July, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ADDENDUM TO AGREEMENT

This Addendum supplements and modifies the Agreement entered into by and between the Wayne Country and Golf Club (WCC) and the City of Wayne, Nebraska (City) on or about November 1, 1994, attached hereto, specifically Paragraphs 2-4.

WCC and City hereby agree to the following amendments:

Paragraph 2 shall be amended to read as follows:

2. The City will provide necessary fertilizer, water, and tree trimming, provided the Club will furnish all new trees for planting and tree removal. City intends to provide water for the municipal golf course from city-owned Well #6.

Paragraph 3 shall be amended to read as follows:

3. The club house, golf car garages, and Well #6 shall be metered, and the expense of electricity for the club house, golf car garages, and Well #6 shall be the responsibility of WCC.

Paragraph 4 shall be amended to read as follows:

4. WCC shall be responsible for maintaining and repairing Well #6, including the installation of a mechanical seal on the well shaft. WCC is further responsible for inspecting Well #6 on a regular basis to ensure the well is functioning properly.

City agrees to isolate Well #6 water main from the irrigation system on the municipal golf course. City shall purchase, install, and inspect as necessary a backflow prevention device used to isolate the irrigation system from the Well #6 water main, including an above-ground protective cover, the piping, and the valving for the backflow prevention device.

THE CITY OF WAYNE, NEBRASKA

By: _____
Cale Giese, Mayor

ATTEST:

Betty McGuire, City Clerk

WAYNE COUNTRY AND GOLF CLUB, INC

By: _____
Rusty Parker, President

AGREEMENT

This agreement is made and entered into by and between the City of Wayne, Nebraska, hereinafter called the City, and the Wayne Country and Golf Club of Wayne, Nebraska, hereinafter called the Club.

Section A. The parties are mutually desirous of clearly setting forth their respective rights and duties as to the municipal golf course and operation thereof, the parties agree as follows:

1. Said golf course consisting of the old nine holes is hereby recognized as a municipal golf course. As such, its use is public in nature. The public is entitled to the use of the facilities of the municipal golf course and the new nine holes which is owned by the Club upon the payment of a reasonable greens fee or membership fee. That part of the grounds which is picnic area is available to the public free of charge.

2. The City reserves the right to establish a Memorial Park or other public park for other recreational purposes; provided such reservation shall not seriously interfere with the operation of the grounds as a municipal golf course.

3. The parties agree that the 350' x 375' parcel of land deeded by the City to the Club on July 10, 1951, is the sole property of the Club; also the club house located on said parcel and all other buildings located on the entire park grounds are the sole property of the Club.

4. The parties realize that problems may arise not specifically governed by this agreement; such problems shall be resolved by mutual agreement of the governing bodies of the parties.

Section B. Relative to the municipal golf course and subject to the foregoing, the parties more specifically agree as follows:

1. The golf course ground comprising the old nine holes is hereby leased to the Club for a period of five (5) years commencing November 1, 1994. The Club will pay no rent, but shall perform the obligations imposed upon it by this agreement.

2. The City will provide necessary fertilizer, water and tree trimming; provided, the Club will furnish all new trees for planting, and will provide for tree removal. As it has historically, the City intends to provide water for the municipal golf course from City owned Well #7.

3. The club house, golf car garages and Well #7 shall be metered, and the expense of electricity for the club house, golf car garages and Well #7 shall be the responsibility of the Club.

4. The City will maintain and repair Well #7, including the installation of a mechanical seal on the well shaft.

Further, the City will isolate Well #7 water main from the irrigation system on the municipal golf course. The City shall purchase, install, and inspect as necessary a backflow prevention device used to isolate the irrigation system from the Well #7 water main, including an above ground protective cover, the piping, and the valving for the backflow prevention device.

5. The Club shall be responsible for the day to day operation of the premises.

6. The Club shall be entitled to charge reasonable greens fee and membership fees, said fees to remain the property of the Club.

7. Except as otherwise herein provided, the Club shall, at its expense, pay for all labor hired, furnish all equipment, and maintain the grounds, including picnic grounds. To further clarify this agreement, all expenses incurred shall be the expenses of the Club, save such as are expressly assumed by the City herein.

8. The Club agrees that the City reserves the right to use the municipal golf course and the driving range, the latter being owned by the Club, for City Recreation-Leisure Services (RLS) Department programs at such times as it does not interfere with scheduled activities without cost to the City.

9. The Club agrees to indemnify and hold the City harmless from any and all liability regarding the operation, maintenance and activities of the golf course, except for such instances related to RLS Department programs, and to maintain liability insurance with a reputable insurance company in the minimum amount of \$1,000,000.

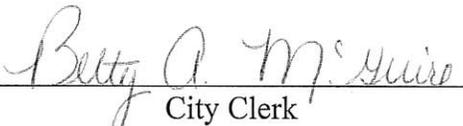
10. This agreement shall continue after the original term, on a year-to-year calendar basis, unless on or before May 31, 1999, and thereafter May 31 of each ensuing year, either party notifies the other, in writing, of its intention that the lease not continue for the ensuing year.

11. Except as otherwise provided in this document, the parties recognize that this agreement, in no manner, covers the new nine holes, said nine holes being the property of the Club and the sole responsibility, in all respects, of the Club.

THE CITY OF WAYNE, NEBRASKA,

ATTEST

By 
Mayor


City Clerk

WAYNE COUNTRY AND GOLF CLUB

By 
President

RESOLUTION NO. 2021-35

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT OWNER OCCUPIED REHABILITATION (CDBG-OOR) FUNDS.

WHEREAS, the City of Wayne Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Wayne, Nebraska, through the Wayne Community Housing Development Corporation, is requesting \$250,000 of CDBG OOR funds to provide remodeling for structures in Wayne. There are no required matching funds.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of Wayne and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

PASSED AND APPROVED this 6th day of July, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



I, Cale Giese, Mayor, hereby certify that I am the chief elected officer of the City of Wayne, Nebraska, and to the best of my knowledge and belief, data, and information in this **2021 Community Development Block Grant (CDBG) Owner Occupied Rehabilitation Pre-Application**, are true and correct. The City of Wayne, Nebraska, is applying to rehab a total of _____ housing units and estimates that a total of \$250,000 of Community Development Block Grant will be requested.

Chief Elected Official

Signature in Blue Ink

Cale Giese

Printed Name

Mayor

Title of Chief Elected Official

July 6, 2021

Date Signed

NEBRASKA

Good Life. Great Opportunity.

DEPT. OF ECONOMIC DEVELOPMENT

Wayne Community Housing Development Corporation

Prepared by Wayne Community Housing Development Corporation
for Nebraska Department of Economic Development 2021 CDBG Pre-Application Owner Occupied Rehabilitation

Primary Contact: Mytzy Rodriguez-Kufner

Opportunity Details

Opportunity Information

Title

2021 CDBG Pre-Application Owner Occupied Rehabilitation

Description

CDBG funds will be utilized for owner occupied rehabilitation (OOR) activities that are made available to persons at or below 80% of the Area Median Income. The purpose of the OOR category is to promote housing preservation by improving the quality of Nebraska's existing affordable housing.

To be eligible to submit a full CDBG OOR Category applicants must submit a Pre-Application. The Pre-Application provides the Department with information about applications prior to submitting the full application.

Fund Activity Category

Community Development

Opportunity Manager

Evan Clark

Opportunity Posted Date

6/14/2021

Public Link

<https://ne.amplifund.com/Public/Opportunities/Details/1aba0df5-8fcc-4c0b-9819-525257f1d114>

Is Published

Yes

Submission Information

Submission Window

06/14/2021 8:00 AM - 07/15/2021 6:00 PM

Submission Timeline Additional Information

Pre-Applications are due July 15 at 6PM.

Allow Multiple Applications

Yes

Additional Information

Additional Information URL

<https://opportunity.nebraska.gov/program/community-development-block-grant/#guidelines>

Additional Information URL Description

Nebraska Community Development Block Grant (CDBG) Application Guidelines

Statewide Relay System

Individuals, who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (800) 833-7352 (TTY) or (800) 833-0920 (voice).

The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111.

Resources

General and Program specific AmpliFund user guides and videos can be found at <https://opportunity.nebraska.gov/amplifund/>.

Project Information

Application Information

Application Name

Wayne Community Housing Development Corporation

Award Requested

\$250,000.00

Cash Match Requirement

\$0.00

Cash Match Contributions

\$0.00

Total Award Budget

\$250,000.00

Primary Contact Information

Name

Mytzy Rodriguez-Kufner

Email Address

wchdc@waynetworks.org

Address

108 West 3rd Street
Wayne, NE 68787

Phone Number

(402) 375-5266

Project Description

Part 01: Applicant, Contact, and Preparer Information

Applicant Information

Enter the information of the applying municipality below. In the Name of Applicant Municipality field, enter the name of the local unit of government applicant.

Please don't include "City of" etc. in the Name of Applicant Municipality field. The Municipality Type will be determined in the Applicant - Municipality Type question.

Name of Applicant Municipality

Wayne Community Housing Development Corporation

Applicant - Municipality Type

- City
- County
- Township
- Village

Mailing Address

Applicant - Address Line 1

108 W. 3rd Street

Applicant - Address Line 2

Applicant - City

Wayne

Applicant - State

NE

Applicant - Postal Code

68787

Applicant - County

Wayne

Applicant - Tax ID (Do Not Include Dashes)

470775970

Applicant - DUNS # (Do Not Include Dashes)

008797941

Chief Elected Official, Mayor, Board Chair

This individual is referred to as the Authorizer.

Authorizer - First Name

Cale

Authorizer - Last Name

Giese

Authorizer - Title

Mayor

Authorizer - Email Address

cgiese@cityofwayne.org

Authorizer - Phone Number (Do Not Include Dashes)

4023751733

Authorizer - Phone Number Extension

Authorizer - Address Line 1

306 Pearl St.

Authorizer - Address Line 2

Authorizer - City

Wayne

Authorizer - State

NE

Authorizer - Postal Code

68787

Local Contact

Identify the Local Contact for the local unit of government. Depending on the structure of the local unit of government, the local contact is usually the clerk or the city administrator. The Local Contact is the main contact for questions regarding the CDBG application. The Local Contact will be responsible for adding additional users if the Applicant organization does not have an AmpliFund Recipient account yet.

Local Contact - First Name

Betty

Local Contact - Last Name

McGuire

Local Contact - Job Title

City Clerk

Local Contact - Email Address

betty@cityofwayne.org

Local Contact - Phone Number (Do Not Include Dashes)

4023751733

Local Contact - Phone Number Extension

Application Preparer Information

Is the Preparer organization different from the Applicant?

- Yes
 No

Application Preparer Information

Application Preparer - First Name

Mytzy

Application Preparer - Last Name

Rodriguez-Kufner

Application Preparer - Title

Executive Director

Application Preparer - Email Address

wchdc@waynetworks.org

Application Preparer - Phone Number (Do Not Include Dashes)

4023755266

Application Preparer - Phone Number Extension

Additional Contact Information

Secondary Contact

Is there another contact that should be notified regarding the status of the application?

- Yes
 No

Secondary Contact - First Name

Trisha

Secondary Contact - Last Name

Peters

Secondary Contact - Job Title

Board Chair

Secondary Contact - Email Address

trisha@whitefarmhouse Realty.com

Secondary Contact - Phone Number (Do Not Include Dashes)

4023754663

Secondary Contact - Extension

Is the Secondary Contact an employee of the Local Unit of Government Applicant?

- Yes
- No

Secondary Contact - Organization Name

White Farmhouse Realty

Secondary Contact - Address Line 1

219 Main Street

Secondary Contact - Address Line 2

Secondary Contact - City

Wayne

Secondary Contact - State

NE

Secondary Contact - Postal Code

68787

Part 02: Certifying Official

Certifying Official

Download and complete the form CDBG Chief Elected Official_OOR Pre-Application Template. Print on the local unit of Government's letterhead.

ATTACHMENT: CDBG Chief Elected Official_OOR Pre-Application Template
CDBG_OOR_Pre-App_Certifying Official Template.docx

UPLOAD: CDBG Chief Elected Official_OOR Pre-Application

Enter the Proposed Housing Units

10

Enter the Proposed Amount Requested

\$250,000.00

Part 03: For Further Questions

DED Contact Information

Select the region of your designated Representative

- Central
- Northeast
- Southeast
- Western

For assistance regarding the CDBG OOR Application process contact your designated Regional Housing Representative identified below.

Central

Central Vacant

(please reach out to Housing Specialist - CDBG & NAHTF)

Evan Clark

402-471-4679

evan.clark@nebraska.gov

Northeast

Barb Pierce

402-719-0030

barb.pierce@nebraska.gov

Southeast

Amy Kienzler

402-580-7131

amy.kienzler@nebraska.gov

Western

Kristi McClung

308-889-3420

kristi.mcclung@nebraska.gov

Additional information: <https://opportunity.nebraska.gov/program/community-development-block-grant/>

RESOLUTION NO. 2021-36

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND WAYNE AREA ECONOMIC DEVELOPMENT (WAED).

WHEREAS, Wayne Area Economic Development (WAED) is requesting that the City enter into a Memorandum of Understanding regarding the selection, payment, management, and promotion of art within the City of Wayne.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Memorandum of Understanding between the City of Wayne and WAED, a copy of which is attached hereto and incorporated herein by reference, is approved, and the Mayor is hereby authorized to execute the same.

PASSED AND APPROVED this 6th day of July, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Wayne (City) has budgeted a certain amount for public art to be displayed within the city limits of Wayne, Nebraska; and

WHEREAS, Wayne Area Economic Development (WAED) and City have reached an agreement whereby WAED will be responsible for the selection, payment, management, and promotion of art located within the City of Wayne;

WHEREFORE, it is hereby agreed by and between City and WAED that City will pay to WAED the sum of \$10,000.00. WAED will use these funds to pay ten (10) artists \$1,000.00 each to display his/her artwork within the city limits of Wayne, pursuant to the terms and conditions agreed to by the artist and WAED.

WAYNE AREA ECONOMIC DEVELOPMENT

By: _____
Luke Virgil, Director

CITY OF WAYNE, NEBRASKA

By: _____
Cale Giese, Mayor

Attest:

By: _____
Betty McGuire, City Clerk