

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
May 17, 2022**

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

2. [Pledge of Allegiance](#)

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the southwest wall of the Council Chambers as well as on the City of Wayne website.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. [Approval of Minutes – May 3, 2022](#)

4. [Approval of Claims](#)

5. [Presentation of Dividend Check from Employers Mutual Company — Cap Peterson, Northeast Nebraska Insurance Agency](#)

6. [Action to appoint Phil Monahan as Fire Chief](#)

7. [Action on Liquor License Manager Application of Hunter R. Jorgensen for the 4th Jug, LLC, d/b/a Max Again \(109 Main Street\)](#)

8. [Public Hearing:](#) To consider the Planning Commission’s recommendation regarding a request to rezone 200, 204 and 208 S. Lincoln Street from I-1 Light Industrial to R-2 Residential.

Background: The Planning Commission held a public hearing on this rezoning request on Monday, May 2, 2022, and recommended approval thereof with the Findings of Fact being consistency with the Comprehensive Plan, and the current and future land use maps and staff’s recommendation. The applicant, the City of Wayne, wishes to rezone this area to create housing on the west side of S. Lincoln Street that matches the rest of the block.

9. [Ordinance 2022-7: Amending the Zoning Map \(200, 204 and 208 S. Lincoln Street\)](#)

10. [Resolution 2022-34: Identifying City of Wayne Goals](#)

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

11. [Resolution 2022-35: Accepting Bid and Awarding Contract on the “College Hill Park Trail Head Project”](#)

Background: Bids will be received and opened at 2:00 p.m. on Monday, May 16th. Jill will then review the same and make a recommendation at the meeting. This is a rebid of the same project. Some items, including Davis-Bacon wage requirements, were missed in the bid documents the first time this was bid. In order to not jeopardize grant funding for the project, it was recommended to bid the project again. We anticipate the winning bid to be higher than last time.

12. [Resolution 2022-36: Approving the plans, specifications and estimate of cost for the “2022 S. Lincoln Street Improvements Project” and authorizing the City Clerk to advertise for bids](#)

Background: The preliminary plans and specifications for this project have been prepared by Olsson and are included in the packet. This was a separate project from Chicago Street as we did not include S. Lincoln Street until after the other project was being bid. If bids come in much higher than the engineer’s estimate, staff will likely recommend waiting on this project.

13. [Resolution 2022-37: Approving the plans, specifications and estimate of cost for the “2022 Golf Course Sewer Improvements Project” and authorizing the City Clerk to advertise for bids](#)

Background: The engineer on the project, JEO Consulting Group, Inc., is working on the plans and specs and the same will be sent out to you once we have them in hand. This project will extend the sanitary sewer main from the golf course onto college property. It also will run a smaller sewer main to the west. Easements will need to be obtained from the Wayne Country Club and Wayne State College.

14. [Resolution 2022-38: Approving Consultant Agreement between the City of Wayne and Northeast Nebraska Economic Development for Construction Management — CDBG 21-PW-022 \(Pool House Renovation Project\)](#)

Background: This agreement with Northeast Nebraska Economic Development is for construction management services relating to CDBG 21-PW-022. This is for the grant the City was awarded (up to \$303,000) to be used to repurpose the shower house which will be used by the community as a four-season recreational facility and will become the trailhead for the City’s trail system. The project will also include a pathway that will be in compliance with the Americans with Disabilities Act (ADA) that will connect the facility with the trails. The fees for said construction management services shall not exceed \$10,000.

The total project costs are estimated at \$383,400, and local matching funds of \$80,400 will be provided by the City. The project site is at what is now known as “Freedom Park,” formerly the old City Pool Park, located at the corner of West 13th and Lincoln Streets in Wayne. All CDBG funds will benefit low-to-moderate income persons in the community, and no persons or businesses will be displaced as a result of this project.

15. [Action to approve the purchase of an art sculpture based upon the recommendation of the Wayne Public Art Committee](#)

Background: The Wayne Public Art Committee has approved its second year of sculptures for the Wayne Sculpture Walk. Funds for this have been allocated by the Council through the budget process. One idea that the committee had when it was formed was to purchase a sculpture, perhaps every year, to start building a sculpture inventory for the City that it could place in areas around town. The group has identified a sculpture from 2021-2022, and would like the Council to consider purchasing it.

16. [Action to set Council Retreat Date – May 31, 2022 at 5:30 p.m. in the Wayne Fire Hall](#)
17. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
May 3, 2022**

The Wayne City Council met in regular session at City Hall on May 3, 2022, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Brendon Pick, Terri Buck, Nick Muir, Dallas Dorey, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. 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 Council Chambers, as well as on the City of Wayne website and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to approve the minutes of the meeting of April 19, 2022, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 1021.15; AMERITAS, SE, 98.31; AMERITAS, SE, 165.05; AMERITAS, SE, 2800.56; AMERITAS, SE, 72.00; APPEARA, SE, 52.16; ARMSTRONG, SHELLY, RE, 100.00; BATTERY SOLUTIONS, SU, 204.00; BEACH, KAITLYN, RE, 9.25; BIG RIVERS ELECTRIC CORPORATION, SE, 161554.83; BLUE CROSS BLUE SHIELD, SE, 49499.69; BOMGAARS, SU, 2031.84; BROWN SUPPLY, SU, 5225.00; BSN SPORTS, SU, 811.14; CARHART LUMBER

COMPANY, SU, 96.45; CARLSON WEST PVONDRA ARCHITECTS, SE, 6142.50; CENTURYLINK, SE, 424.07; CITY EMPLOYEE, RE, 632.31; CITY EMPLOYEE, RE, 507.28; CITY EMPLOYEE, RE, 175.00; CITY EMPLOYEE, RE, 14.50; CITY EMPLOYEE, RE, 534.44; CITY EMPLOYEE, RE, 31.50; CITY OF WAYNE, PY, 91781.29; CITY OF WAYNE, RE, 690.93; CLAUSSEN, HEATHER, RE, 125.00; CONSOLIDATED MANAGEMENT, SE, 38.04; CUNNINGHAM, TAYLER, RE, 25.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 89.44; DUTTON-LAINSON COMPANY, SU, 3043.60; DUTTON-LAINSON COMPANY, SU, 2064.57; ESRI, SE, 1900.00; EXHAUST PROS TOTAL CAR CARE, SE, 80.25; FIRST CONCORD GROUP, SE, 3947.74; FLOOR MAINTENANCE, SU, 931.70; GERHOLD CONCRETE, SU, 2231.72; GROSSENBURG IMPLEMENT, SU, 176.27; HARLEMAN, MARK, RE, 9.25; HEWLETT PACKARD, SE, 4939.20; HILAND DAIRY, SE, 110.11; HOSKINS, MOLLY, RE, 40.00; ICMA, SE, 8587.88; ICMA, SE, 168.72; ICMA, SE, 154.18; ICMA, SE, 390.42; ICMA, SE, 35.42; ICMA, SE, 65.00; ICMA, SE, 1561.62; ICMA, SE, 128.40; ICMA, SE, 119.12; ICMA, SE, 387.46; IIMC, FE, 175.00; IRS, TX, 11383.80; IRS, TX, 3622.82; IRS, TX, 15490.70; JEO CONSULTING GROUP, SE, 5286.75; JEO CONSULTING GROUP, SE, 4490.00; KOENIG ENTERPRISES, RE, 1000.00; KTCH, SE, 150.00; KUTCHA, ANDY, RE, 30.00; MARCO TECHNOLOGIES, SE, 180.50; MESSINGER, DAVID, RE, 40.00; MILLER LAW, SE, 5416.67; MUNSELL, JENNIFER, RE, 40.00; NE DEPT OF REVENUE, TX, 4955.11; NE LAW ENFORCEMENT, SE, 125.00; NORTHEAST POWER, SE, 18678.78; NOVA FITNESS EQUIPMENT, SE, 1137.44; OLSSON ASSOCIATES, SE, 3290.01; O'REILLY AUTOMOTIVE STORES, SU, 62.35; PROGRESSIVE BUILDERS, RE, 500.00; SANDRY FIRE SUPPLY, SU, 1250.21; SUPERCIRCUITS, SU, 699.00; THE RETROFIT COMPANIES, SU, 345.00; TOTAL GRAPHICS, SU, 2463.65; TOTAL GRAPHICS, SU, 163.30; VAN DIEST SUPPLY, SU, 224.25; VIAERO, SE, 65.52; WAED, SE, 20592.41; WAYNE DIRT DEVILS, RE, 250.00; WESCO, SU, 398.05; WISNER WEST, SU, 7.61; ZUEL, CATERIN, RE, 200.00; ACE SIGN DISPLAYS, RE, 500.00; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 8515.05; APPEARA, SE, 59.38; APPEARA, SE, 55.50; ARC-HEALTH & SAFETY, FE, 43.00; BENSCOTER CONSTRUCTION, RE, 1000.00; BROWN SUPPLY, SU, 880.00; CITY EMPLOYEE, RE, 485.12; CONSOLIDATED MANAGEMENT, SE, 3.94; ELLIS, JEFF, RE, 100.00; ENGBRETSEN, KATLYN, RE, 500.00; FLOOR MAINTENANCE, SU, 750.28; GILLILAND, ROD, RE, 500.00; GLOBAL PAYMENTS INTEGRATED, SE, 907.45; HEIKES AUTOMOTIVE, SE, 85.00; HILAND DAIRY, SE, 112.69; HOMETOWN LEASING, SE, 436.02; LOVE SIGNS, RE, 500.00; MERCHANT SERVICES, SE, 4196.64; MERCHANT SERVICES, SE, 68.85; MERCHANT SERVICES, SE, 1559.80; NE SECRETARY OF STATE, SE, 30.00; NNEDD, FE, 7418.53; NORTHEAST POWER, SE, 5740.00; PEERLESS WIPING CLOTH, SU, 510.00; PLUMBING & HEATING WHOLESALE, SU, 179.50; PLUNKETT'S PEST CONTROL, SE, 1231.59; POSTMASTER, SU, 941.59; SCHMITZ, CINDY, SE, 45.00; SEBADE, CHERRY, RE, 200.00; SIEVERS, TOM, RE, 100.00; THOMPSON, LUCAS, RE, 500.00; TYLER TECHNOLOGIES, SE, 200.00; ZEE MEDICAL SERVICE, SU, 121.24

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

Marysz Rames, President of Wayne State College, gave an overview of their new strategic plan that just launched, as well as their campus master plan that was just completed.

A Liquor License Manager Application was received from the Nebraska Liquor Control Commission on behalf of Joshua C. Sievers for the Wayne Hospitality Group, LLC, d/b/a Cobblestone Hotel.

Joshua C. Sievers was present to answer questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Pick, approving the Liquor License Manager Application of Joshua C. Sievers for the Wayne Hospitality Group, LLC, d/b/a Cobblestone Hotel. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese stated the time was at hand for the public hearing regarding the application for a Retail Class Z (Micro Distillery) Liquor License on behalf of Johnnie Byrd Brewing Company, d/b/a “Johnnie Byrd Brewing Company,” located at 121 N. Pearl Street.

Greg Ptacek, representing Johnnie Byrd Brewing Company, was present to answer questions.

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

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

Councilmember Karsky introduced Resolution No. 2022-31 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2022-31

A RESOLUTION APPROVING THE APPLICATION FOR A RETAIL CLASS Z LIQUOR LICENSE — JOHNNIE BYRD BREWING COMPANY, D/B/A “JOHNNIE BYRD BREWING COMPANY.”

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Giese declared the time was at hand for the public hearing on Community Development Block Grant — Owner-Occupied 21-HO-35041.

Riah Deane, Community Planner with the Northeast Nebraska Economic Development District, was present to answer questions.

This grant was initially applied for by the Wayne Community Housing Development Corporation (WCHDC). DED, upon review of the submitted pre-application, determined that WCHDC was not eligible to submit an application for 2021 CDBG Owner Occupied Rehabilitation funds. However, it was determined that the City of Wayne could apply and did and would then be responsible for administering the grant if selected for award. The City will be using \$315,000 of CDBG – Owner Occupied Rehab (OOR) funds, of which \$250,000 will be used for Owner Occupied Rehab of 10 units; \$20,000 will be used for general administration; \$30,000 for housing management; and \$1,500 per unit will be used for lead based paint abatement. All CDBG funds will benefit low-to-moderate income persons in the community, and no persons or businesses will be displaced as a result of this project. Again, there is no City match with this grant.

This public hearing is for submitting a request to NDED for the release of funds to undertake the project.

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

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

Councilmember Eischeid introduced Resolution 2022-32, and moved for its approval; Councilmember Pick seconded.

RESOLUTION NO. 2022-32

A RESOLUTION TO APPOINT THE NED, INC., BOARD TO APPROVE/DENY APPLICANTS AS DIRECTED IN THE CITY OF WAYNE OWNER-OCCUPIED REHABILITATION PROGRAM GUIDELINES.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Wayne has participated in numerous NDED (Nebraska Department of Economic Development) Housing and Nebraska Housing Trust Fund grant programs. These programs require each city to establish guidelines to comply with all Federal requirements for how the funds are used and to prohibit discrimination. Wayne has not participated in a housing grant for a couple of years. Because Wayne listed owner-occupied home rehabilitation as one of the objectives in the \$315,000 grant, we need to update our

existing housing policy to meet recent Federal requirements before NDED will release the grant funds. Northeast Nebraska Economic Development District has revised our plan to meet the new policy requirements.

Councilmember Eischeid introduced Resolution 2022-33, and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2022-33

A RESOLUTION ADOPTING OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM GUIDELINES, HOUSING REUSE PLAN AND SUBORDINATION POLICY.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated Olsson has submitted a proposal to work with the Stool to Cool Task Force to design the old lagoon area into recreation. The Stool to Cool Task Force is at a point to start working with a firm to design what the old lagoon area will ultimately look like. This action is needed to start placing amenities (i.e. sporting fields, roadways, pathways, a water feature/lake, open space, possible Park & Rec building, etc.) into a 3-D world and not just working off of overhead maps that do not take into account the significant grade changes in the area. This design process would hopefully be completed in 8-10 weeks. The design would come back to Council for formal approval.

Seth Lange with Olsson was present via zoom to answer questions. The proposal submitted is for a lump sum fee of \$28,650. This is for Plan A or the first design phase (Master Plan).

Discussion took place on whether or not to include a proposal for additional services (Plan B or second design phase). This would provide a final grading plan, layout of storm sewer, erosion control and a storm water pollution prevention plan and layout of additional services to get the grading done – this would be around the \$20,000 range. Then, the final plan would be the design of paving and utilities which would be an additional \$30,000 on top of the other two phases.

After some discussion, it was determined that a site master plan concept needed to be presented to the community for input.

Mayor Giese recommended locking in the proposal for both Phase 1 and Phase 2.

Councilmember Karsky, on behalf of the Stool to Cool Task Force, stated this is the next step in the process. He was of the opinion this needed to move forward even if we do not know about the sales tax and some of the other things that are out there.

Councilmember Muir stated that to the effect of adding the \$20,000 for the final grading, he thought it just shows another step towards how serious the Council is in redeveloping this area for recreation and quality of life.

Riah Dean with the Northeast Nebraska Economic Development District stated there are resources/grants available for parks. She will do some research on what is available and get back to Administrator Blecke.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the proposal from Olsson to work with the Stool to Cool Task Force for the amount of \$28,650 for Phase 1 of the overall project, and also, for City staff to contact Olsson to prepare a draft for compensation of services for Phase 2 to include dirt work and elevation. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:34 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	TOOLS/BALL VALVES/BATTERIES	363.34
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	94.18
AMERITAS LIFE INSURANCE	AMERITAS ROTH	161.94
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,219.08
APPEARA	MAT SERVICE	52.16
APPEARA	LINEN & MAT SERVICE	66.91
BAKER & TAYLOR BOOKS	BOOKS	1,385.21
BENSCOTER INC	TIF PRINCIPAL & INTEREST	2,404.23
BENSCOTER, LOUIS	TIF PRINCIPAL	7,187.09
BLACK HILLS ENERGY	GAS BILLS	1,733.68
BROGIE, ED	RAZING PERMIT REFUND	440.00
CITIZENS STATE BANK	TIF PRINCIPAL/INTEREST	5,916.78
CITIZENS STATE BANK	TIF PRINCIPAL/INTEREST	8,702.26
CITIZENS STATE BANK	TIF PRINCIPAL	5,987.74
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	113.93
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,466.15
CITY EMPLOYEE	VISION REIMBURSEMENT	684.45
CITY OF WAYNE	PAYROLL	92,125.08
CITY OF WAYNE	UTILITY REFUNDS	2,339.90
CLAUSSEN & SONS IRRIG.	HANK OVERIN IRRIGATION	8,251.04
COPY WRITE PUBLISHING	INSPECTION SHEETS/SHIPPING CHARGES	291.59
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	24,595.95
COUNTRY NURSERY INC	LIBRARY/SENIOR CENTER LANDSCAPE	480.00
CUMMINS CENTRAL POWER, LLC	GENERATOR INSPECTIONS	1,548.80
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	67.79
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	69.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,859.49
DEMCO INC	BOOKMARKS/STICKERS	111.14
DOESCHER REPAIR	CAC DRYER REPAIR	144.00
ECHO GROUP INC JESCO	WIRE	366.17
FLOOR MAINTENANCE	DETERGENT	50.72
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	250.58
GALE/CENGAGE LEARNING	BOOKS	123.45
GRAINLAND ESTATES LLC	TIF PRINCIPAL	8,001.17
GROSSENBURG IMPLEMENT INC	OIL FILTER/BLADE	90.12
GUARANTEED LANDSCAPING & SPRINKLERS LLC	LIBRARY/SENIOR CENTER LANDSCAPE EDGING	6,297.50
HANSEN BROTHERS PARTS & SERVICE, INC.	UPLANDER ABS LIGHT	120.13
HEARTLAND FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTIONS	1,074.00
HELENA AGRI-ENTERPRISES, LLC	FERTILIZER	1,085.74
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	160.92

Vendor	Payable Description	Payment Total
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	95.95
ICMA MEMBERSHIP RENEWAL	MEMBERSHIP DUES	927.44
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	119.12
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	168.72
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,561.62
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	154.18
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	65.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	128.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,594.83
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	390.42
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	35.42
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	387.46
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	102.72
INGRAM LIBRARY SERVICES	BOOKS	650.60
INTERSTATE BATTERY SYSTEM	BATTERIES	107.22
IRS	FICA WITHHOLDING	15,642.86
IRS	FEDERAL WITHHOLDING	11,582.92
IRS	MEDICARE WITHHOLDING	3,658.38
KELLY SUPPLY COMPANY	BALL VALVE	307.34
KTCH AM/FM RADIO	TIF 101 MEETING RADIO AD	200.00
LEAGUE OF NEBRASKA MUNICIPALITIES	NCMA SUMMER CONFERENCE REGISTRATION	130.00
LEAGUE OF NEBRASKA MUNICIPALITIES	FINANCE CONFERENCE REGISTRATION	944.00
LUTT OIL	GASOLINE	10,403.48
MAIN STREET GARAGE, LLC	TOWING CHARGES	130.00
MARCO INC	COPIER LEASE	175.92
MATHESON-LINWELD	OXYGEN	34.25
MEYER, INC.	PLAYGROUND WOODCHIPS	600.00
MID PLAINS GRAIN	TIF PRINCIPAL	6,996.57
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION/MONITORING	791.14
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	189.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,055.23
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES	7,767.76
NEBRASKA PUBLIC POWER DISTRICT	BREC METER REPORTS	31.00
NMPP ENERGY	ANNUAL REPORTS	1,200.00
NORTHWEST ELECTRIC LLC	HEATER MOTOR	359.61
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	92.26
O'REILLY AUTOMOTIVE STORES, INC.	FILTERS/TIE RODS	79.04
OVERDRIVE, INC.	AUDIO/E BOOKS	764.57
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,142.45
PAC N SAVE	OPEN HOUSE WATER	10.45
PIP MARKETING, SIGNS & PRINT	UTILITY ENVELOPES	2,064.84
PLUMBING & HEATING WHOLESALE INC.	DRINKING FAUCET HEAD	82.50
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,500.00
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
QUALITY FOOD CENTER	COFFEE/ICE	33.40
ROBERT WOEHLER & SONS	BUILDING PERMIT DEPOSIT REFUND	100.00

Vendor	Payable Description	Payment Total
RUZICKA, JACKIE	PUMP SEPTIC SYSTEM	200.00
SD MYERS, LLC	SUBSTATION TRANSFORMER OIL TESTING	2,026.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	246.05
SOUTHERN CARLSON INC.	KARCHER ROLLER	730.21
STADIUM SPORTING GOODS	CAC STAFF/BASKETBALL CHAMPIONS/WALK CLUB SHIRTS	526.00
STAPLES, INC	TONER	261.11
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	60.80
STATE NEBRASKA BANK & TRUST	WATER BANS	74,227.50
TELE-PAK INC.	MEMBERSHIP ID CARDS	1,275.00
THREE RIVERS LIBRARY SYSTEM	WORKSHOP-K WARNER	10.00
TOTAL GRAPHICS	RUN CLUB SHIRTS	1,105.50
TOTAL GRAPHICS	SOCCER/REC RUN CLUB SHIRTS-REISSUE	2,626.95
TOTAL GRAPHICS	VOID	-2,626.95
UNL-PIERCE COUNTY EXTENSION	KITCHEN MANAGER TRAINING	135.00
US BANK	PARK SIGN/TECH SUPPLIES/CHAIRS/TAKEOUT CONTAINERS	9,673.69
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,762.79
UTILITY EQUIPMENT CO	INSTATITE	229.75
VERIZON WIRELESS SERVICES LLC	CELL PHONES	584.43
WAYNE AUTO PARTS	BATTERY/BELT/FILTERS	778.62
WAYNE HERALD	CAC ADS	171.50
WAYNE HERALD	ADS AND NOTICES	1,097.03
WAYNE HOSPITALITY	TIF PRINCIPAL/INTEREST	21,990.22
WAYNE VETERINARY CLINIC	IMPOUND DOGS	42.00
WESTERN AREA POWER ADMIN	ELECTRICITY	19,286.78
WINDOM RIDGE	TIF PRINCIPAL	3,068.42
WISNER WEST	FD GASOLINE	239.76
	Grand Total:	419,503.59

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

120655
BR

RECEIVED

MAY 02 2022

**NEBRASKA LIQUOR
CONTROL COMMISSION**

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- ✓ Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- ✓ Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- ✓ Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- ✓ Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, spouse must:

- NA
- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
 - Need not answer question #1 of the application

Spouse who **will** participate in the business, the spouse must:

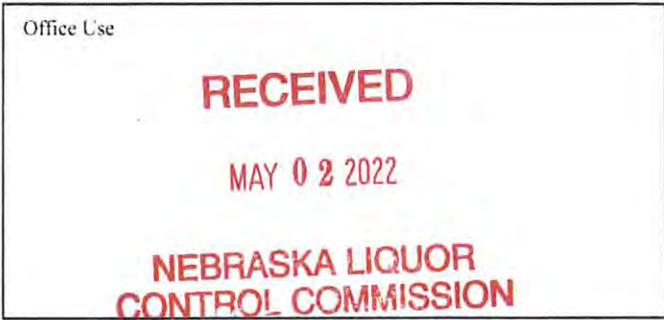
- NA
- Sign the application
 - Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
 - Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
 - Be a registered voter in the state of Nebraska, include a copy of voter card with application
 - Spousal Affidavit of Non Participation Insert **not** required



0400
0019
0147

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: 4th Jug, LLC

Premise information

Liquor License Number: 120655 Class Type CK (if new application leave blank)

Premise Trade Name/DBA: The Max Again

Premise Street Address: 109 Main Street

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: (402) 375-9817

Premise Email address: kenjorgensen@hotmail.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Jorgensen First Name: Hunter MI: R

Home Address: 409 W 9th St

City: Wayne County: Wayne Zip Code: 68787-1315

Home Phone Number: (402) 369-2057

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Sioux City, IA

Email address: hunterjorgensen@gmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES

NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2021	Central Valley Ag	Jerad Gubbles	(402) 360-1828
2016	2019	Hytrek Lawn Service	Toni Hytrek	(402) 369-1561

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Hunter Jorgensen	04/2017	Wayne, NE	Violation of stop sign	\$75.00
Hunter Jorgensen	01/2018	Norfolk, NE	Improper U-turn	\$25.00
Hunter Jorgensen	03/2019	Kenansville, NC	Speeding	\$263.00
Hunter Jorgensen	09/2019	Wayne, NE	Speeding	\$75.00

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4.

List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Hunter Jorgensen	10/2018 - present	The Max Again, Wayne, NE 68787

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*



Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of WAYNE

The foregoing instrument was acknowledged before me this

April 26, 2022

date

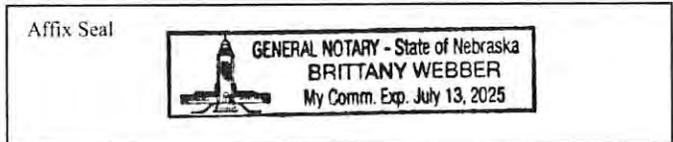
by

Hunter R. Jorgensen

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name The Max Again

Name of Person Being Fingerprinted: Hunter R. Jorgensen

Date of Birth: Last 4 SSN:

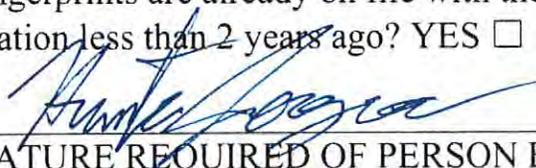
Date fingerprints were taken: 04/26/2022

Location where fingerprints were taken: Wayne Police Department

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Precinct: Third Ward
Polling Place: Party: REP
Dist 1 County Shop - Ward 3
515 Thorman
Wayne
U.S. Congressional District 3
Legislative District 17
Lower Elkhorn NRD SubD 5
Wayne Community Schools
Wayne Council Ward 3
Commissioner Dist #2

Wayne County, State of Nebraska
3635378
Hunter Ryan Jorgensen
409 W 9th
Wayne, NE 68787

← FOLD HERE →
← FOLD HERE →



ORDINANCE NO. 2022-7

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF 200, 204 AND 208 S. LINCOLN STREET FROM I-1 LIGHT INDUSTRIAL DISTRICT TO R-2 RESIDENTIAL DISTRICT.

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

Section 1. That the Planning Commission held a public hearing on May 2, 2022, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

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

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

Lots 21, 22 and 23, Southview II Addition to the City of Wayne,
Wayne County, Nebraska

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-2 (Residential) 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 ____ day of May, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: May3, 2022

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison 

At their meeting held on May 2, 2022, the Wayne Planning Commission made recommendations on the following public hearings; the results of those recommendations are as follows:

Public Hearing: Request to Rezone 200 South Lincoln, 204 South Lincoln and 208 South Lincoln from I-1 Light Industrial to R-2 Residential; Applicant: City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commission Giese and second by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council for the Request to Rezone from I-1 Light Industrial to R-2 Residential the area of 200 South Lincoln, 204 South Lincoln and 208 South Lincoln, more particularly described as Lots 21, 22 and 23 of Southview II Addition, with the findings of fact being, consistency with Comprehensive Plan, the Current and Future Land Use Map, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

Public Hearing: Annexing a Parcel of Land Containing 34.78 Acres More or Less to the City of Wayne, Nebraska, Parcel Located on Which Great Dane Trailers at 1200 Centennial Road is Located; Applicant: City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Melena and second by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council annexing 34.78 acres more or less to the City of Wayne, the parcel of land on which Great Dane Trailers is located at 1200 Centennial Road, as described in the attached legal description, with the findings of fact being consistency with the Comprehensive Plan, the Current and Future Land Use Map, utilities including city water, city sewer and city electric, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

Public Hearing: Annexing a Parcel of Land Containing 4.27 Acres More or Less to the City of Wayne, Nebraska, Parcel Located on Which Department of Transportation (formerly Department of Road Wayne Office) at 1300 East 7th Street is Located; Applicant: City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Jones and second by Commissioner Giese to approve and forward a recommendation of approval to the City Council annexing 4.27 acres more or less to the City of Wayne, the parcel of land on which Department of Transportation (formerly Department of Roads Wayne Office) is located at 1300 East 7th Street, as described in the attached legal description, with the findings of fact being consistency with the Comprehensive Plan, the Current and Future Land Use Map, utilities including city water, city sewer and city electric, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

Public Hearing: Annexing a Parcel of Land Containing 9.33 Acres More or Less to the City of Wayne, Nebraska, Parcel Located on Which Heritage Homes at 1320 East 7th Street if located; Applicant: City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Meisenbach and second by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council annexing 9.33 acres more or less to the City of Wayne, the parcel of land on which Heritage Homes is located at 1320 East 7th Street, as described in the attached legal description, with the findings of fact being consistency with the Comprehensive Plan, the Current and Future Land Use Map, utilities including city water, city sewer and city electric, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

JH:cb



REQUEST FOR REZONING PROPERTY

Applicant City of Wayne Date April 7, 2022
Address 200, 204, + 208 S. Lincoln St.
Legal Description Lots 21, 22, + 23, Southview II Addition
Rezoning Change From I-1 To R-2
Reason for Rezoning To create housing on the west side of S. Lincoln St. that matches the rest of the block.

[Handwritten Signature]
Applicant's Signature

*Does this Request comply with the Future Land Use Map [X] YES [] NO

Summary of Chapter 152 - Zoning

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

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

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

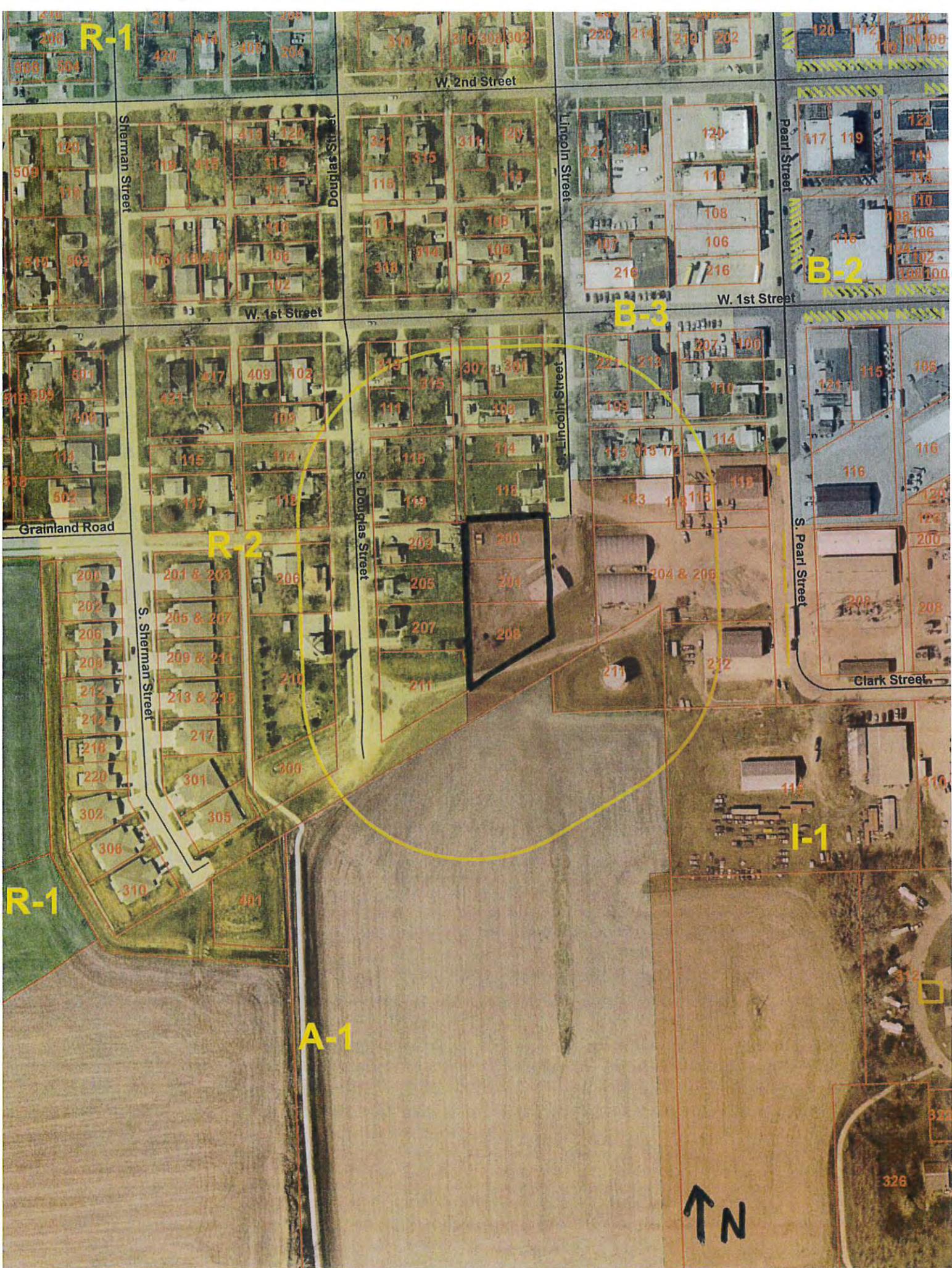
The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove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

Date Rezoning Request Approved/Denied by Planning Commission

Date Rezoning Request Approved/Denied by City Council

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

306 Pearl Street
Wayne, NE 68787
402.375.1733
cityofwayne.org



R-1

B-2

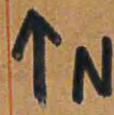
B-3

R-2

R-1

I-1

A-1



RESOLUTION NO. 2022-34

A RESOLUTION IDENTIFYING CITY OF WAYNE GOALS.

WHEREAS, the Mayor and City Council met in open session on March 30, 2021, June 29, 2021, and August 31, 2021, with the express purpose of identifying and developing goals for the City; and

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

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

CURRENT YEAR GOALS

- Victor Park improvements
- Install gravel parking lot on the East side of Hank Overin Field
- Old Pool House — Combine the Victor Park improvements with this public works grant.
- Consider line of credit for the Community Redevelopment Authority
- Set town hall meeting for annexation discussion

- Discussion on Historic Buildings — what role, if any, should the City play in historic preservation.
- Videotaping Council Meetings — start to invest in better equipment.
- Juneteenth Holiday — amend personnel manual to include this as a holiday and close city offices.
- Food Trucks — consider drafting ordinance to exempt Chicken Show, Bressler Fest, etc.
- Sidewalk Improvement Districts
 - Sidewalk on the north side of 7th Street to Bomgaars — staff was directed to come up with an estimate to extend that sidewalk.
- 4th Street Development
- Lagoon Redevelopment Survey Updates/Recreational Development
- Alley Parking/New Construction/Owner Responsibility/Runoff

- Street/Parks & Recreation — forego street shop addition and build a park rec building; storage for senior center vehicles.
- Library — building storage addition similar to Senior Center
- Community Activity Center: proceed with Applying for the Civic and Community Center Financing Fund (CCCFF) to determine the possibilities of renovating the existing CAC (offices/weight room/cardio room/entry way) and adding on another gymnasium, with elevated walking track over the new gym, flex space, storage and restrooms.
- Local Option Sales Tax – prepare ballot language; have all four initiatives on the May ballot
- City Hall — repair front steps and reach out to other towns to see who or how many have built new city halls within the past few years.

FUTURE GOALS

- Annex additional property into the City of Wayne
- Continue discussion on City Hall (stay and make improvements or build new...and if so, where?)
- Evaluate best locations for a future substation and begin discussions with possible land owner(s)

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

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

PASSED AND APPROVED this 17th day of May, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-35

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“COLLEGE HILL PARK TRAIL HEAD PROJECT.”**

WHEREAS, _____ bids were received on May 16, 2022, on the “College Hill Park Trail Head Project;” and

WHEREAS, the bids have been reviewed by the Architect on the project; and

WHEREAS, said Architect is 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 for the “College Hill Park Trail Head Project,” as submitted by the following contractor:

Bidder

Amount

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 17th day of May, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-36

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE “2022 SOUTH LINCOLN STREET IMPROVEMENTS PROJECT” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans, specifications and contract documents, as prepared by the City’s Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 17th day of May, 2022.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

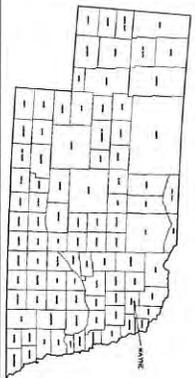
City Clerk

WAYNE LINCOLN STREET

CHICAGO STREET TO W. 1ST STREET

WAYNE, NEBRASKA

2022



LEGEND

---	PROPERTY/ROW LINE
---	SECTION LINE
---	STREET CENTERLINE
---	STREET RIGHT OF WAY
---	WATER MAIN/SEWER MAIN
---	UNDERGROUND UTILITY LINE
---	DATE LINE
---	FRONT YARD SETBACK
---	SSA
---	WATER MAIN/SEWER MAIN
---	FRONT YARD SETBACK
---	STREET ROW MARKING
---	CONCRETE DRIVE
---	SMOOTH DRIVE CURB/PAVEMENT
---	PAVEMENT MARKING
---	POWER POLE
---	DATE LINE
---	SECTION LINE



PROJECT LOCATION
 NOT TO SCALE

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
1	COVER
2	SITE PLAN/10' NOTES
3	GRADING & EROSION CONTROL
4	PAVEMENT PLAN & DETAILS
5	WATER MAIN & SEWER

TABLE OF APPROXIMATE QUANTITIES

NO.	DESCRIPTION	UNIT	QUANTITY
1	UTILIZATION	LS	1
2	PAVEMENT	LS	1
3	PAVEMENT	LS	1
4	PAVEMENT	LS	1
5	PAVEMENT	LS	1
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9	PAVEMENT	LS	1
10	PAVEMENT	LS	1
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19	PAVEMENT	LS	1
20	PAVEMENT	LS	1
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23	PAVEMENT	LS	1
24	PAVEMENT	LS	1
25	PAVEMENT	LS	1
26	PAVEMENT	LS	1



COVER

WAYNE LINCOLN STREET

WAYNE, NEBRASKA

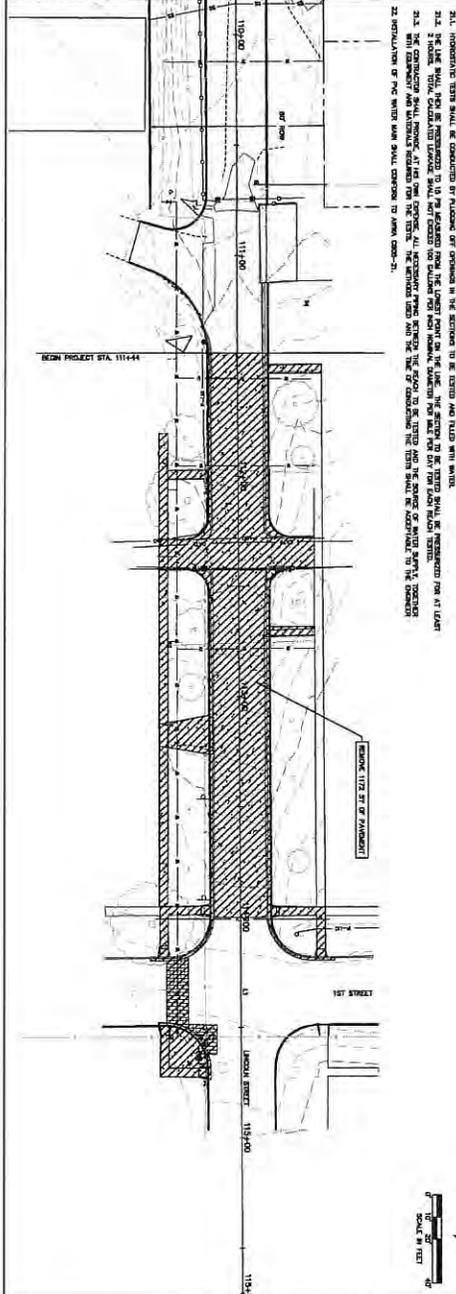
2022

REV	DATE	DESCRIPTION
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PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 May 12, 2022
 DATE PLOTTED
 OLSSON

olsson

1707 Dakota Avenue
 South Sioux City, NE 68770-2205 TEL: 402.494.3030 www.olsson.com



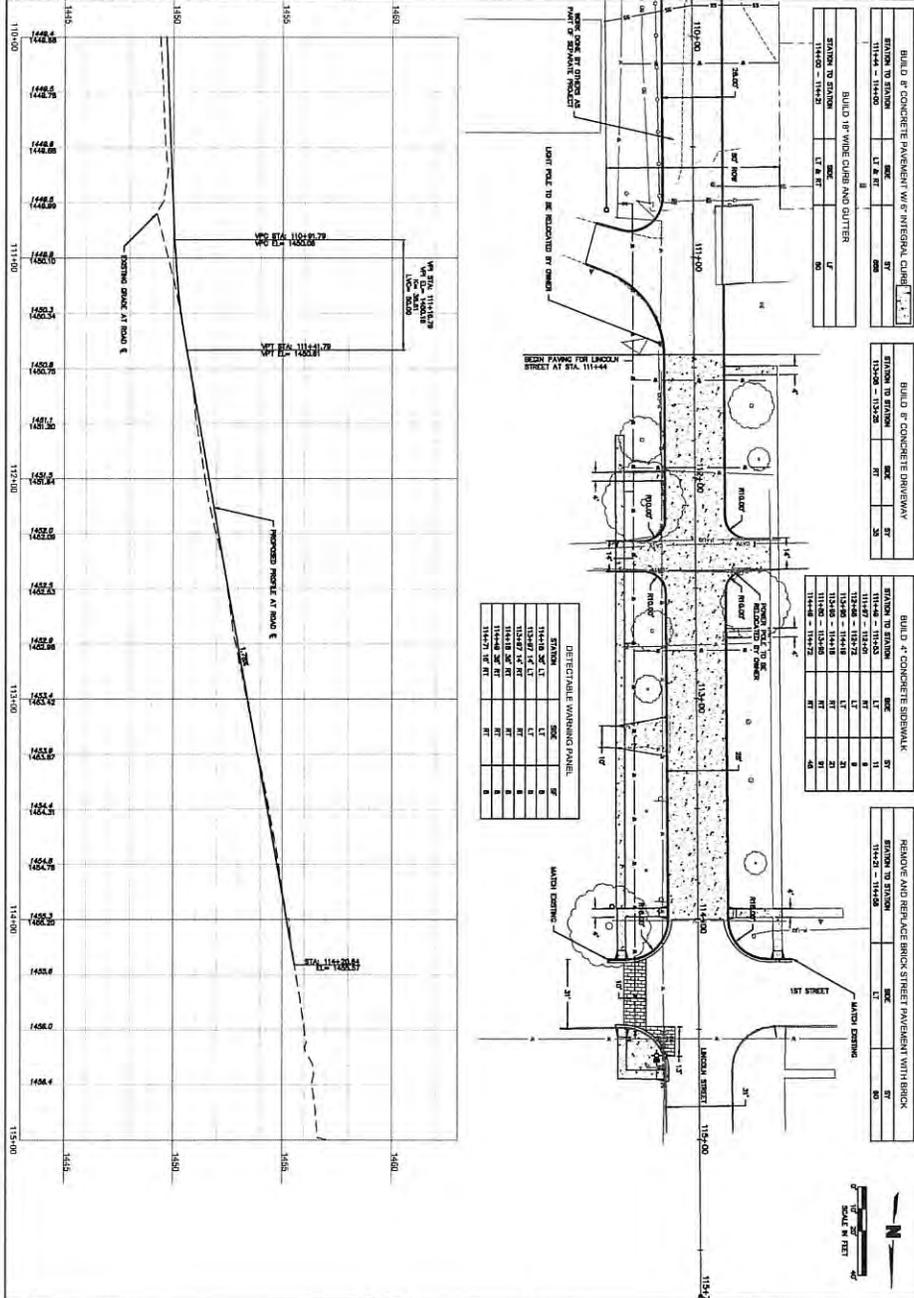
- GENERAL NOTES:**
1. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIDEWALK WIDTH AND LEVEL. THE CONTRACTOR SHALL REMOVE ALL DAMAGED SIDEWALK PORTIONS. THE WORK SHALL BE COMPLETED TO THE PROJECT.
 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING SIDEWALK WIDTH AND LEVEL. THE CONTRACTOR SHALL REMOVE ALL DAMAGED SIDEWALK PORTIONS. THE WORK SHALL BE COMPLETED TO THE PROJECT.
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NO.	STATION	NOTHING	EASTING	LENGTH	BEARING	COLLAR	THROUGHT	MARKS
1	1123+24.8	1123+24.8	1123+24.8	1123+24.8	1123+24.8	1123+24.8	1123+24.8	1123+24.8

STATION TO STATION	SECTION	TYPE	REMARKS
1119+00 - 1124+00	1119+00 - 1124+00	1119+00 - 1124+00	1119+00 - 1124+00

STATION TO STATION	SECTION	TYPE	REMARKS
1119+00 - 1124+00	1119+00 - 1124+00	1119+00 - 1124+00	1119+00 - 1124+00

<p>WAYNE LINCOLN STREET</p> <p>WAYNE, NEBRASKA</p>	<p>2022</p>	<p>REVISIONS</p>	<p>PRELIMINARY</p> <p>NOT TO BE USED FOR CONSTRUCTION</p> <p>May 12, 2022</p> <p>OLSSON</p>	<p>olsson</p> <p>1701 Colfax Avenue South Sioux City, NE 68775-2226 Tel: 402.484.3022 www.olsson.com</p>
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<p>ROADWAY PLAN & PROFILE</p> <p>WAYNE LINCOLN STREET</p> <p>WAYNE, NEBRASKA</p>	<table border="1"> <tr> <th>REV.</th> <th>DATE</th> <th>REVISION DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	REV.	DATE	REVISION DESCRIPTION							<p style="text-align: center;">PRELIMINARY</p> <p style="text-align: center; font-size: small;">NOT TO BE USED FOR CONSTRUCTION</p> <p style="text-align: center;">MAY 12, 2022</p> <p style="text-align: center;">DATE PLOTTED:</p> <p style="text-align: center;">OLSSON</p>	<p style="font-size: x-small;">1127 CHASE AVENUE SOUTH BEND CITY, IN 46778-2336 TEL 402.494.3038 WWW.OLSSON.COM</p>
REV.	DATE	REVISION DESCRIPTION										

RESOLUTION NO. 2022-37

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE “2022 GOLF COURSE SEWER IMPROVEMENTS PROJECT” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans, specifications and contract documents, as prepared by the City’s Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 17th day of May, 2022.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-38

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR CONSTRUCTION MANAGEMENT SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 21-PW-022 (POOL HOUSE RENOVATION PROJECT).

WHEREAS, the City of Wayne wishes to enter into a Consultant Agreement with NNEDD for construction management services relating to Community Development Block Grant 21-PW-022; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Consultant Agreement with NNEDD for construction management services relating to Community Development Block Grant 21-PW-022, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 17th day of May, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT

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

WITNESSES THAT:

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

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the Community as part of its 2021 CDBG grant agreement with the Department, under contract number 21-PW-022 has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the Village/City/County, for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

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

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the Community exceed the sum of \$10,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

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

4. Record Maintenance, Record Retention & Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

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

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

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

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

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

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance with Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

19. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

20. Conflict of Interest (2CFR200.318)

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

21. Audits and Inspections

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

22. Hold Harmless

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

23. Governing Law

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

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for \$10,000, Nebraska consisting of 2 pages.

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

COMMUNITY

BY _____

TITLE Mayor

DATE _____

CONSULTANT

BY _____

TITLE Executive Director

DATE _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1

CONSTRUCTION MANAGEMENT SCOPE OF WORK

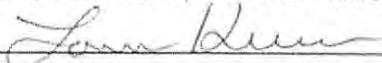
The duties and responsibilities of the Consultant under this scope of work include following:

1. Provide construction management services for CDBG Davis Bacon and Related Acts (DBRA) compliance
2. Activities include, but not limited to the following:
 - Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents;
 - Bid opening and related compliance items;
 - Pre-Construction Conference and Related Compliance Items;
 - Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors
 - Monitoring contractor compliance
 - Site visits to conduct employee interviews and ensure all federal and state informational posters are displayed
 - Verification of eligibility for all project contractors and/or subcontractors in the System for Award Management prior to award



EXHIBIT #1

As of January 1, 2021, the new hourly billing rate is \$75 per hour as approved by the Board of Directors on December 16, 2020. Below is an excerpt of those meeting minutes.

BY: 
TITLE Board Chairman
DATE December 16, 2020

D. Consideration to approve a billing rate increase. NENEDD Executive Director Thomas L. Higginbotham Jr. presented. NENEDD has been charging \$60 per hour for approximately the past 10 years. As operating costs continue to increase on an annual basis, staff has determined that it is time to raise the rate to \$75 per hour for member communities and \$125 per hour for non-member communities. Staff obtained the billing rates from the other economic development districts for a comparison and the considered rate increase is in line with what the other districts are charging. Charlie Bahr made a motion to approve a billing rate increase. Gary Jackson seconded that motion. **AYES:** Gary Jackson, Judy Mutzenberger, Loren Kucera, Dan Kathol, Glen Ellis, Tina Biteghe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhlir. Motion carried.



[Back to Top](#)

Will Vannerson



Borbor 7
2015
galvanized steel
appx 100" H x 50" x 40"
200lbs
\$8000.00

The works titled Borbor interpret living bodies as vigorous puzzles of bulging tubes. This name comes from "borborygmos", a Greek word still used by the medical community to refer to one's familiar digestive noises. The sound of the title spoken aloud suggests an internal rumble.

