

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
June 21, 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 – June 7, 2022](#)
4. [Approval of Claims](#)
5. [Action on request for compensation for fence – Joe Gubbels](#)

Background: Tabled from last meeting, the Council asked staff to measure the space for vegetation between the side yard and the trail. At the narrowest spot, the trail is approximately 4’8” away from the lot line and the other open space averages about 6’. Western Ridge property owners are about 3’ away from the physical trail. The trail is in the back yard on these. There are other close spots to the trail and side property lines (South Sherman, 3rd Avenue, and Meadow Lane to North Douglas).

6. [Action to consider the recommendation of the LB840 Revolving Loan Fund Review Committee on the application of Nix Wayne, LLC \(Sam Nixon and Jimmy John’s Franchise\) for an LB840 Revolving Loan in the amount of \\$300,000 to make improvements to the former First National Bank of Wayne building located 106 E. 7th Street](#)

Background: The LB840 Revolving Loan Fund Committee met on June 16, 2022, to review the revolving loan fund application of Nix Wayne, LLC (Sam Nixon and Jimmy John’s Franchise) to the Wayne Economic Development Program. Sam intends to utilize the funds to make improvements (renovate and repurpose) to the former First National Bank of Wayne building located at 106 E. 7th Street, which would convert a vacant building (formerly a drive-thru bank) at Wayne’s main intersection to a full-service Jimmy John’s franchise. Following the meeting, the Committee voted unanimously to recommend the following terms for a loan to Nix Wayne, LLC: approval of the loan request of \$300,000; a loan repayment period of 10 years; and an interest rate to be set at one-half the rate set by the primary lender (Primary Lender Rate: 4.625%).

7. [Resolution 2022-41: Accepting Bid and Awarding Contract on the “Wayne Lincoln Street Improvement Project”](#)

Background: Bids for the above-referenced project were received and opened on Thursday, June 9, 2022. One bid was submitted and has been reviewed by the project engineer, Olsson. The engineer has stated in his recommendation letter that the bid appears to be competitive to other projects they have bid recently and near the engineer's estimate for the project. After review of the bid, it is their recommendation that Notice of Award be given to the apparent low bidder, Robert Woehler & Sons Construction, Inc., in the contract amount of \$224,429.00.

8. Action on Certificate of Payment No. 1 in the amount of \$15,750.00 to Robert Woehler & Sons Construction, Inc., for the "Chicago Street Improvements Project" – Taylor Kube, Olsson
9. Public Hearing: To consider the Planning Commission's recommendation in regard to annexing Lot 1, containing 2.55 acres more or less of the Replat of Kardell Industrial Park, Wayne County, Nebraska. The applicant is the City of Wayne.

Background: Annexation is a Council goal set at retreat. This agenda item, as well as the following three agenda items, if approved will annex Lot 1 of the Replat of Kardell Industrial Park, Great Dane Trailers, Department of Roads' office, and Heritage Homes. The Planning Commission held public hearings on these 4 proposed annexations and recommended the approval thereof. A map showing the locations of these annexations is in this packet.

10. Ordinance 2022-8: Annexing Real Estate in the Northeast quadrant of the City
11. Public Hearing: To consider the Planning Commission recommendation in regard to annexing a parcel of land containing 34.75 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which Great Dane Trailers at 1200 Centennial Road is located.
12. Ordinance 2022-9: Annexing Real Estate in the Northeast quadrant of the City
13. Public Hearing: To consider the Planning Commission's recommendation in regard to annexing a parcel of land containing 4.27 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which the Department of Roads Wayne Office at 1300 East 7th Street is located.
14. Ordinance 2022-10: Annexing real estate in the Northeast quadrant of the City
15. Public Hearing: To consider the Planning Commission's recommendation in regard to annexing a parcel of land containing 9.33 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which Heritage Homes at 1519 East 7th Street is located.
16. Ordinance 2022-11: Annexing real estate in the Northeast quadrant of the City

17. [Ordinance 2022-12: Authorizing the release and abandonment of the 12 foot utility easement located between Lots 1A and 1B of the Corrected Administrative Replat of Lots 1 and 2 of Amended Plat of Tuffern Blue Estates Subdivision, Wayne County, Nebraska, excluding the east 6 feet and the west 6 feet of said easement – Lucas Thompson](#)

Background: Lucas Thompson has purchased two lots from Todd Luedeke in the Tuffern Blue Estates Subdivision, north and west of Wayne. He would like to eliminate the utility easement between the two lots.

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

19. [Resolution 2022-42: Approving City Administrator Contract](#)

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

20. Action to set budget work sessions – July 19th and August 2nd after regular Council meetings
21. Adjourn

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**MINUTES
CITY COUNCIL MEETING
June 7, 2022**

The Wayne City Council met in regular session at City Hall on June 7, 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 Eischeid made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meetings of May 17, 2022, and May 31, 2022, and to waive the readings 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; AMAZON, SU, 898.53; AMERITAS, SE, 72.00; AMERITAS, SE, 94.18; AMERITAS, SE, 35.00; AMERITAS, SE, 161.94; AMERITAS, SE, 3073.16; APPEARA, SE, 180.56; ARC-HEALTH & SAFETY, SE, 172.00; ASPEN EQUIPMENT, SU, 808.05; ASPM LANDSCAPES, SU, 11202.50; BARELMAN, JASON, RE, 30.00; BARTON SOLVENTS, SU, 690.83; BLACK HILLS ENERGY, SE, 623.15; BLUE CROSS BLUE SHIELD, SE, 49499.69; BLUE VALLEY

PUBLIC SAFETY, SE, 135.00; BOARDERS INN & SUITES, SE, 1666.00; BOK FINANCIAL, RE, 224222.50; BOK FINANCIAL, RE, 222367.50; BOMGAARS, SU, 1728.11; BORDER STATES INDUSTRIES, SU, 120.98; BORDER STATES INDUSTRIES, SU, 365.81; BRINER, WAYNE, RE, 150.00; BROUSE, CALEB, RE, 50.00; BROWN SUPPLY, SU, 785.00; CARHART LUMBER COMPANY, SU, 63.28; CARROLL DISTRIBUTING, SU, 66.38; CENTURYLINK, SE, 424.07; CHEMQUEST, SE, 695.00; CHRISTIAN CHINCHILLA, RE, 150.00; CITY EMPLOYEE, RE, 241.97; CITY EMPLOYEE, RE, 410.76; CITY EMPLOYEE, RE, 324.87; CITY EMPLOYEE, RE, 180.72; CITY EMPLOYEE, RE, 529.00; CITY OF PONCA, RE, 14885.14; CITY OF WAYNE, PY, 117266.80; CITY OF WAYNE, RE, 13394.12; CITY OF WEST POINT, RE, 21603.83; CITY OF WISNER, RE, 2251.38; COBBLESTONE HOTEL-WAYNE, SE, 96.00; COLONIAL RESEARCH, SU, 557.60; CORE & MAIN, SU, 430.00; COUNTRY NURSERY, SU, 120.00; CP STRATEGIES, RE, 250.00; DARLAND CONSTRUCTION, RE, 1000.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 96.32; DGR & ASSOCIATES, SE, 200.00; ED M. FELD EQUIPMENT, SU, 1220.97; ELLIS HOME SERVICES, SE, 227.78; FIREMAN, RE, 415.99; FIRST CONCORD GROUP, SE, 3947.74; FLOOR MAINTENANCE, SU, 514.01; GENO'S STEAKHOUSE, SE, 1800.00; GERHOLD CONCRETE, SU, 1499.97; GERHOLD CONCRETE, SU, 2125.89; GROSSENBURG IMPLEMENT, SU, 269.16; HAASE, MINDY, RE, 100.00; HASEMANN, CARTER, RE, 150.00; HAWKINS, SU, 2358.45; HILAND DAIRY, SE, 233.34; HILL, MONTANA, RE, 150.00; HOMETOWN LEASING, SE, 436.02; HYDRO OPTIMIZATION, SE, 150.00; ICMA, SE, 102.72; ICMA, SE, 35.42; ICMA, SE, 154.18; ICMA, SE, 8606.80; ICMA, SE, 1561.62; ICMA, SE, 168.72; ICMA, SE, 392.29; ICMA, SE, 119.12; ICMA, SE, 65.00; ICMA, SE, 132.14; ICMA, SE, 387.46; IRS, TX, 1488.00; IRS, TX, 139.50; IRS, TX, 12487.40; IRS, TX, 17548.92; IRS, TX, 32.62; IRS, TX, 4104.22; IRS, TX, 12.88; IRS, TX, 348.00; IRS, TX, 0.38; JEO CONSULTING GROUP, SE, 7916.56; JOHNSON, SHANNON, RE, 175.00; JOHNSON'S PLUMBING & HEATING, SU, 751.00; KAUP FORAGE & TURF, SU, 1425.00; KOUATIL, ZAYNAB, SE, 20.00; KUTCHA, ANDY, RE, -30.00; KUTCHA, MARY, RE, 30.00; L.G. EVERIST, SU, 1590.36; LINCOLN WINWATER WORKS, SU, 349.13; LOPEZ, JUANA, RE, 205.00; LUNA'S MEXICAN FOOD, RE, 205.00; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 180.50; MEISENBACH, SCOTT, RE, 500.00; MEYER, SU, 600.00; MEYER, SU, 2400.00; MIDWEST TURF & IRRIGATION, SU, 77074.00; MILLER LAW, SE, 5416.67; MODEL ELECTRIC, SE, 63.00; MRSNY, JASON, RE, 100.00; MUNICIPAL SERVICE, SU, 467.76; MUNICIPAL SUPPLY, SU, 332.22; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 201146.96; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 1099.50; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 87606.47; NE DEPT OF REVENUE, TX, 26.66; NE DEPT OF REVENUE, TX, 21.87; NE DEPT OF REVENUE, TX, 5362.70; NE HARVESTORE, SU, 35.37; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 216.00; NELSEN, KYLE, RE, 100.00; NERC, SE, 930.77; NORTHEAST POWER, SE, 5490.00; NORTHEAST POWER, SE, 18678.78; ODEYS, SU, 1018.00; OLSSON ASSOCIATES, SE, 10066.18; ONE CALL CONCEPTS, SE, 149.80; O'REILLY AUTOMOTIVE STORES, SU, 263.65; OVERHEAD DOOR, SU, 1571.00; PONCA RURAL FIRE BOARD, RE, 3563.22; POSTMASTER, SU, 936.66; QHA CLEANING, SE, 1585.04; REDDEN, GARY, RE, 200.00; REINKE, NOAH, RE, 150.00; RUZICKA, JACKIE, RE, 241.50; SCHMITZ, CINDY, SE, 45.00; SCHMITZ, CINDY, SE, 45.00; SCHMITZ, CINDY, SE, 45.00; SCHMITZ, TOM, RE, 10.99; SCHULZ, TRUDY, RE, 175.00; SELER INSTRUMENT & MFG, SU, 920.00; STATE NEBRASKA BANK & TRUST, RE, 86288.75; STATE NEBRASKA BANK, RE, 103.56; SWARTZENDRUBER, NICOLE, RE, 233.64; T & S TRUCKING, SE, 559.00; TELE-PAK, SU, -1,275.00; THORP, TODD, RE, 50.00; TYLER TECHNOLOGIES, SE, 1559.82; VAN DIEST SUPPLY, SU, 705.00; VANHORN, NICK, RE, 150.00; VIAERO, SE, 65.52; VILLAGE OF WINSIDE, RE, 4762.77; WAED, RE, 2000.00; WAED, SE, 8592.41; WAYNE COUNTY CLERK, SE, 268.00; WAYNE COUNTY COURT, RE, -230.00; WAYNE COUNTY COURT, RE, 230.00; WAYNE RURAL FIRE, RE, 2441.44; WESCO, SU, 425.33; WISNER WEST, SU, 135.04; ZACH, MARK, RE, 100.00; ZARA, COOPER, RE, 150.00; ZEE MEDICAL SERVICE, SU, 90.36; AMERITAS, SE, 161.94; AMERITAS, SE, 35.00; AMERITAS, SE, 94.18; AMERITAS, SE, 72.00; AMERITAS, SE, 3044.84; APPEARA, SE, 52.16; BATTERY SOLUTIONS, SU, 306.00; BSN SPORTS, SU, 42.00; CARPENTER

PAPER COMPANY, SU, 672.00; CITY OF WAYNE, PY, 97869.40; CITY OF WAYNE, RE, 1358.48; COPY WRITE PUBLISHING, SE, 739.48; DUTTON-LAINSON COMPANY, SU, 977.00; ED M. FELD EQUIPMENT, SU, 1337.26; GERHOLD CONCRETE, SU, 2999.94; GLOBAL PAYMENTS INTEGRATED, SE, 782.14; GODFATHERS PIZZA, SU, 121.91; GROSSENBURG IMPLEMENT, SU, 102.33; HILAND DAIRY, SE, 101.46; HOEPPNER, CHAD, RE, 500.00; ICMA, SE, 35.42; ICMA, SE, 175.78; ICMA, SE, 1443.86; ICMA, SE, 154.18; ICMA, SE, 8859.27; ICMA, SE, 387.46; ICMA, SE, 65.00; ICMA, SE, 134.21; ICMA, SE, 119.12; ICMA, SE, 102.72; ICMA, SE, 339.92; IRS, TX, 3832.42; IRS, TX, 1.72; IRS, TX, 5.36; IRS, TX, 11738.69; IRS, TX, 16386.66; IRS, TX, 22.88; LUTT OIL, SU, 10446.70; MERCHANT SERVICES, SE, 3577.44; MERCHANT SERVICES, SE, 1405.16; MERCHANT SERVICES, SE, 108.10; MIDWEST LABORATORIES, SE, 254.00; NATP, FE, 95.00; NE DEPT OF REVENUE, TX, 5131.43; NE DEPT OF REVENUE, TX, 1.58; NPPD, SE, 7767.76; NPPD, SE, 31.00; NORTHEAST TIRE SERVICE, SE, 117.00; PLUNKETT'S PEST CONTROL, SE, 104.15; QUADIENT LEASING USA, SE, 655.38; QUALITY FOOD CENTER, SU, 37.25; STATE NEBRASKA BANK & TRUST, SE, 63.20; TOTAL GRAPHICS, SU, 314.40; WAYNE AUTO PARTS, SU, 488.95; WAYNE HERALD, SE, 95.00; WEBORG, JESSICA, RE, 10.00; WAPA, SE, 16384.26; WHITE FARMHOUSE REALTY, RE, 500.00

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

Josh Moening and Mitch Hyde, representing Bluestem Energy Solutions, were present and gave a presentation on solar energy. Bluestem owns, operates, and develops renewable energy systems throughout the state. They have been in discussions with City Staff over the past several months talking about the possibility of Wayne adding a solar facility to its energy generation mix. Marysz Rames, President of Wayne State College, was present in support of Bluestem Energy Solutions and is working with them on a proposal for the College.

Joe Gubbels was present requesting Council consideration to compensating him for fence material and dirt work that occurred at the time when the City was preparing for the construction of the Phase II Trail project.

Administrator Blecke updated the Council on what had happened on Mr. Gubbels' property. He stated when city crews were cutting trees, etc., in the future trail easement, the City damaged Mr. Gubbels' fence from a dropping branch. At the time, the City estimated a couple hundred dollars of materials and staff time to fix the fence. Mr. Gubbels indicated he was planning to put in a new fence, so City staff agreed not to fix the fence at that time. Instead, staff offered to pay him the cost (\$200) that it would have

cost the City to make the fix. Mr. Gubbels is now requesting more than the initial offer since he would like to put in a new fence in lieu of repairing the old one.

Mr. Gubbels stated the trail is located on three sides of his property which impacts his privacy. The trail on the west side of his property is a lot closer to his house than anticipated (4' from his property line). He is asking the City for 25% of the fence and materials (not to exceed \$1,500) and some light dirt work.

Councilmember Eischeid noted he would be more receptive to the request if Mr. Gubbels was replacing with the same fence. He did not think the City should be paying \$1,500 for a completely different style fence because that is what Mr. Gubbels wants, rather than the \$200 for replacing or repairing what was there. He was concerned about setting a precedent for others that are along the trail to come forward for reimbursement of a fence they put in for privacy purposes.

Mr. Gubbels stated, when asked, that there have not been any issues on the trail.

Councilmember Brodersen did not think taxpayer money should be spent for something that goes on private property.

Councilmember Dorey stated he would consider or entertain reimbursement on the part where there is not enough room to plant anything (bushes/shrubs) for privacy for Mr. Gubbels. Measurements would have to be taken to determine if there is enough room for bushes/shrubs to be planted.

Councilmember Karsky noted that if anyone else comes forward, we can identify that that is specifically the reason why we would be reimbursing 25% — because the alternative that is in place will not work.

Mayor Giese stated if that is what Council desires, he would recommend that this matter be tabled until staff can get official measurements so Council can justify this in the future and justify the expense.

Attorney Miller stated from a legal standpoint, Council will want a reason to justify putting a fence in for Mr. Gubbels. She has walked that trail and has seen all of the new fences back there. The concern is that all of those people will submit a claim for a new fence. She advised staff to measure the area on the north side of the trail and the west side to make sure that bushes/shrubs will not fit there.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to table the request of Joe Gubbels until city staff can get measurements to verify hedges would fit and how long the fence is on the west side. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who voted Nay, the Mayor declared the motion carried.

Angie Liston, on behalf of the Wayne Baseball Association, made a request for Council consideration to close Windom Street north of 3rd Street and south of 4th Street during the home baseball games/tournaments at Hank Overin Field. Intersections would remain open, and barricades will be staggered for local traffic to get through. Safety for kids running for foul balls was a concern.

The City would provide barricades, and the Association would be responsible for putting them up and taking them down. If this would continue next season and beyond, they would make a request to their board to purchase barricades themselves.

Councilmember Pick noted it has been this way for a long time (kids running for foul balls).

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, approving the request of the Wayne Baseball Association to close Windom Street north of 3rd Street and south of 4th Street during the baseball games at Hank Overin Field, and that they can use City barricades this year, but they should get their own barricades for next year. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Pick who voted Nay, the Mayor declared the motion carried.

Jennifer Sievers, Wayne First Impressionist and Jeff Liechtie, field Service Manager with Allo Communications, were present to update the Council on their project in Wayne and to request Council consideration to allowing them to use the old Riley's parking lot for their open house to be held on Tuesday, June 21st, from 10:00 a.m. to 3:00 p.m.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the request of Allo Communications to use the old Riley's parking lot for their open house to

be held on Tuesday, June 21st, from 10:00 a.m. to 3:00 p.m. 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 the Findings of the Election Commission on the Remonstrance Petition.

Attorney Miller reviewed what had taken place regarding the Remonstrance Petition filed with the County Clerk. By law, the County Clerk has 40 days to review the petition for validity and to verify the signatures on the petition. When verifying signatures, the County Clerk checks to make sure the signers are registered voters within the city limits of Wayne, that the address on the voter registration card matches the address the signor listed on the petition, and that the signature on the petition matches that of the signer's voter registration card. The County Clerk started with verifying signatures and not with verifying the validity of the petition itself. In order for the remonstrance to be successful in preventing the sale of the property for one year, the circulators had to obtain at least 625 signatures from registered voters in the City of Wayne who voted in the last election. The petition submitted to the County Clerk contained 638 signatures. Of those 638 signatures, 27 signers were determined not to be registered voters, or were not registered at the address listed on the petition, or the signature on the petition was an obvious forgery. Therefore, only 611 signers were registered voters at the address listed on the petition. 611 is not enough to prevent the sale of the property. She noted that the Council needs to accept the Election Commissioner's findings or reject her findings. Nebraska State Statute 16-202 does state that the determination of the Election Commissioner or Council Clerk may be rebutted by any credible evidence which the City Council finds sufficient.

BJ Woehler and Lee Brogie spoke against the findings of the Election Commissioner and asked Council to table the matter until they could present their proof/evidence that the Election Commissioner erred in some of her findings.

Attorney Miller stated Mr. Woehler's position is that Section 32 of the Nebraska Revised Statute does not apply because it deals with elections. Section 16-202 is what applies specifically to remonstrance petitions. The remonstrance statute states the signature and address must match at the time the petition is

actually turned it. Section 32, which is the election portion, does say that if you are voting and your address has not been changed, you can vote in the precinct where you currently reside. However, if we are going to go by Section 32, the entire petition would be thrown out because of the way it was set up - it was not validated. We are just looking at Section 16, which is what the Election Commissioner looked at when she was validating signatures. The Election Commissioner did not get to Section 32, which deals with the validity of the actual petition and the format itself.

Mayor Giese stated the evidence should have been presented at this public hearing. In addition, he told Mr. Woehler and Ms. Brogie that the best course of action if they want the Council to work with local entities to solve the problem is to get something to present to them. Council cannot delay under the assumption that something will happen in the future. You have to come before the Council with something on paper.

Chele Meisenbach spoke in favor of the findings of the Election Commissioner.

Attorney Miller again advised the Council they have two options this evening: either accept the findings of the Election Commissioner or reject the findings of the Election Commissioner and accept the remonstrance petition.

After discussion, Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, to approve and accept the findings of the Election Commissioner, specifically, the remonstrance petition did not contain the number of valid signatures required to prevent the sale of the property described as Lot 3, Southeast Addition to the City of Wayne, Wayne County, Nebraska.

Councilmember Eischeid stated he and Attorney Miller live in a black and white world when it comes to State Statutes. People have to provide evidence to win a case. Nothing has been provided to us to win this case. In addition, we use subject matter experts. If we have a case where we need an expert, we call them in. The Election Commissioner is our subject matter expert when it comes to elections. For us to go against her findings, we are basically saying we do not like the job you do or we do not trust the job that you did. We have to trust the people that are holding those positions. He feels the City has done

everything it can. If we certify an invalid petition, then we are breaking State Statute. We are not doing what that law book upholds us to do.

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

Councilmember Brodersen introduced Ordinance No. 2022-7, and moved for approval of the second reading thereof; Councilmember Buck seconded.

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.

Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Roger Protzman, Engineer with JEO Consulting Group, was present via zoom regarding the bids received on the “2022 Golf Course Sewer Improvements Project.” Two bids were received for this labor only project (the City is supplying the materials). This project would extend sewer closer to the College/Hwy 15 and to the residents at 1701 N Hwy 15 (whose septic is failing, and who have been in the City limits since 1992). The lowest bid was for \$64,187.97 from Kay Contracting of Wayne, and it was below the engineer’s opinion of cost (\$75,000). The other bid was from Robert Woehler & Sons Construction, Inc., for \$95,938.00. The proposed start date noted on the bid form is July, 2022. The contractor has indicated they will accommodate the dates requested by the golf course and start after Chicken Days. Completion date is September 1, 2022. The contractor believes the work will take about two weeks.

Mr. Protzman’s recommendation was to award the contract to the low bidder, Kay Contracting in the amount of \$64,187.97

Councilmember Eischeid introduced Resolution 2022-39, and moved for its approval; Councilmember Dorey seconded.

RESOLUTION NO. 2022-39

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “2022 GOLF COURSE SEWER IMPROVEMENTS PROJECT” TO KAY CONTRACTING, INC., FOR \$64,187.97.

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

Marlen Chinn, Police Chief, reviewed the Interlocal Agreement to Share Law Enforcement Services between the City and Wayne State College (WSC). The monetary amount has increased to \$33,427 (July 1, 2022 – June 30, 2023) and will be increased by the lesser of 5% or the end of March Consumer Price Index. The term of this agreement again is 3 years.

It was noted that in Section 5, subparagraph c, WSC is requesting to have one of the City’s officers at home football games. In discussions with the College, it was not feasible to have our school resource officer come in on Saturdays for their home football games. We came to the agreement that we will just have the regular on-duty police officer that is working Saturday make their presence known and be there as much as they can during the game to assist them if there is any issue.

Councilmember Eischeid introduced Resolution No. 2022-40 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2022-40

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

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

Mayor Giese requested Council consideration to his mayoral appointment of Brandon Mainquist to the LB840 Revolving Loan Fund Review Committee.

Councilmember Eischeid made a motion, which was seconded by Councilmember Dorey, approving the mayoral appointment of Brandon Mainquist to the LB840 Revolving Loan Fund Review

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to enter into executive/closed session to conduct the City Administrator's evaluation, with the purpose being to prevent the needless injury to the reputation of the City Administrator, 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, the Mayor declared the motion carried, and executive session began at 7:19 p.m.

Mayor Giese again stated the matter to be discussed in execution/closed session relates to the City Administrator's evaluation.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 7:38 p.m.

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



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	CARPET CLEANER/MURICACID/TECH TOOLS	308.84
APPEARA	LINEN & MAT SERVICE	178.45
ARNIE'S FORD INC	SWITCH ASSEMBLY	48.07
BAKER & TAYLOR BOOKS	BOOKS	471.50
CITY EMPLOYEE	MEDICAL/VISION REIMBURSEMENT	2,547.35
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	68.04
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	759.42
CITY OF WAYNE	UTILITY REFUNDS	1,763.79
COPY WRITE PUBLISHING	SHIPPING CHARGES	14.16
CORE & MAIN LP	IPEAL WATER METERS	4,777.24
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	67.79
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	78.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,814.79
EAKES OFFICE PLUS	CAC COPY CHARGES	378.52
ELKINS PORTABLE RESTROOMS, LLC	BOYSCOUT PARK PORTABLE RESTROOM	330.00
FAITH TO LOVE PUBLISHING	BOOK	10.00
FINDAWAY	DVD'S	1,529.91
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/PLATES/CUPS/NAPKINS	858.29
GALE/CENGAGE LEARNING	BOOKS	148.14
GERHOLD CONCRETE CO INC.	CONCRETE	1,033.31
GROSSENBURG IMPLEMENT INC	FILTERS/BLADES/TOGGLE SWITCH	270.75
HAWKINS, INC	POOL CHEMICALS	1,820.27
HEARTLAND FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTIONS	894.50
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	228.21
INGRAM LIBRARY SERVICES	BOOKS	823.83
KOUATIL, ZAYNAB	ART CAMP	150.00
LAMP, MACKENZIE	ART CAMP	250.00
LINDNER, DAVID	TREE INCENTIVE	38.51
LIVING HERE	SUBSCRIPTION RENEWAL	21.00
LOPEZ, JUANA	FIRE HALL DEPOSIT REFUND	45.00
MAIN STREET GARAGE, LLC	LABOR FOR ALIGNMENT	42.50
MATHESON-LINWELD	OXYGEN	35.06
MAXNET SECURITY	MCAFEE ENDPOINT	2,381.25
MONAHAN, PHILLIP	FIRE DEPT MEMBERSHIPS REIMBURSEMENT	60.00
MUNICIPAL SUPPLY INC	WATER METERS	1,066.13
NE STATE VOLUNTEER FIREFIGHTERS ASSOC	MEMBERSHIP DUES	-60.00
NORTHEAST NE ECONOMIC DEV DIST	21-HO-35041 DEC 2021 - APRIL 2022 SERVICES	6,637.50
O'REILLY AUTOMOTIVE STORES, INC.	OIL FILTER/O-RINGS/REAR SEAL/GASKET REMOVER	38.80
OVERDRIVE, INC.	AUDIO/E BOOKS	643.54
PAC N SAVE	BATTERIES	15.25
PAC N SAVE	DISTILLED WATER	14.92

Vendor	Payable Description	Payment Total
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	2,003.73
PER MAR SECURITY SERVICES	MONITORING SERVICES	1,372.86
QUADIENT FINANCE USA, INC	POSTAGE	600.00
QUADIENT LEASING USA, INC	FOLDER LEASE	2,691.00
RIEKES EQUIPMENT CO	HOIST CRANE INSPECTION	914.29
SCHMITZ, CINDY	FIRE HALL CUSTODIAL CLEANING	-45.00
SD MYERS, LLC	GAS IN OIL TESTING	221.00
STADIUM SPORTING GOODS	EMBROIDERY	36.00
US BANK	SIGNS/FOLDING TABLES/TECH/POOL SUPPLIES	17,752.60
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,854.64
VERIZON WIRELESS SERVICES LLC	CELL PHONES	584.43
VERSCHOOR, RACHEL	SWIM LESSON REFUND	17.50
WILLIAMS, LACEY	REC SUMMER CLUB REFUND	50.00
WISNER WEST	FD GASOLINE	95.25
	Grand Total:	61,750.93



June 16, 2022

Wes Blecke
City Administrator
306 Pearl Street
POB 8
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Nix Wayne, LLC*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on June 16, 2022, and reviewed a revolving loan fund application to Wayne’s Economic Development Program (WEDP) by *Nix Wayne, LLC*.

The Review Committee met with Mr. Sam Nixon, President of *Nix Wayne, LLC*. Mr. Nixon said the company intends to utilize the WEDP Funds to renovate and repurpose the former First National Bank of Wayne building located at 106 E 7th Street, which would convert a vacant building (formerly a drive-thru bank) at Wayne’s main intersection to a full-service Jimmy John’s franchise.

The Wayne Community Redevelopment Authority (CRA) owns the property at 106 E 7th Street. In January 2022, *Nix Wayne, LLC* secured a 5-year lease agreement with the CRA that allows for the proposed improvements.

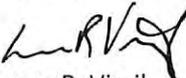
To match their request of \$300,000 from the WEDP, *Nix Wayne, LLC* has provided \$221,000 in capital injection via their partners and has secured financing for \$300,000 via a traditional lender. The total renovation project is estimated to cost at least \$821,000.

Following the meeting with Mr. Nixon, the Review Committee discussed the request by *Nix Wayne, LLC* for an LB840 RLF Loan of \$300,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Nix Wayne, LLC*:

- approval of the loan request for \$300,000;
- a loan repayment period of 10 years;
- and, an interest rate to be set at one half the rate set by the primary lender.
(Primary Lender Rate: 4.625%)

Please convey this recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,


Lucas R. Virgil
Executive Director



APPLICATION FOR WAYNE'S ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND

Application Number:
Date Received <i>06/02/2022</i>

LB840 (form approved 073109)

2022

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION								
Applicant Name Nix Wayne, LLC	Name/Business Sam Nixon/Jimmy John's								
Mailing Address 2109 W Prospect Ave	Address								
Norfolk NE 68701 (City) (State) (ZIP)	NE (City) (State) (Zip)								
Telephone Number 402-640-3145	Telephone Number								
Fax Number	Federal Tax ID # / SS#								
Federal Tax ID Number									
Email Address	Email Address								
3. BUSINESS TYPE <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:	5. FUNDING SOURCES								
4. ASSISTANCE TYPE REQUESTED <input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WEDP Funds Requested</td> <td style="text-align: right;">\$ 300,000</td> </tr> <tr> <td>Matching Funds</td> <td style="text-align: right;">\$ 221,000</td> </tr> <tr> <td>Other Funds</td> <td style="text-align: right;">\$ 300,000</td> </tr> <tr> <td>Total Project Funds</td> <td style="text-align: right;">\$ 821,000</td> </tr> </table> <p><i>(Round amounts to the nearest hundred dollars.)</i></p>	WEDP Funds Requested	\$ 300,000	Matching Funds	\$ 221,000	Other Funds	\$ 300,000	Total Project Funds	\$ 821,000
WEDP Funds Requested	\$ 300,000								
Matching Funds	\$ 221,000								
Other Funds	\$ 300,000								
Total Project Funds	\$ 821,000								

6. PROGRAM SUMMARY: Brief narrative description of the project for which WEDP funds are requested

The following low interest loan is requested in relief to finances available to rebuild the corner of 7th and Main St in Wayne, NE into a fully functioning "quick serve" restaurant. The restaurant is part of a national franchise known as Jimmy John's. This project will renovate and revitalize the corner. It will add to general appeal, tax revenues, and employment. The restaurant will offer counter service, pick-up orders, full delivery service, and a drive-thru.

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WEDP funds.

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds.

	Sam Nixon President	6-1-22
Signature in ink	Typed Name and Title	Date Signed
	Luke Virgil, WAED Executive Director	06/02/2022
Attest	Typed Name and Title	Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:

Wayne Economic Development Program Fund
108 W 3rd Street, Wayne, NE 68787
(402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.	\$300,000	\$221,000	\$300,000		Partnership Capital Injection Bank First Promissory Note
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
TOTAL PROGRAM COSTS	\$300,000	\$221,000	\$300,000	\$821,000	

APPLICANT CERTIFICATIONS

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By: _____ Date: _____

If benefiting business/organization is a Corporation, sign below:

By: *[Signature]* Date: 6-1-22

[Signature] Luke Virgil/WAED Executive Director Date: 06/02/2022
 Attest _____ Typed Name/Title

PART III. PROJECT DESCRIPTION AND IMPACT

On separate sheets of paper, provide any additional information (such as jobs to be created, collateral assignments, community impact, etc.) and enclose with this application form.

Submit the original and one copy of the application form and all application materials.

DO NOT BIND, FOLD, OR STAPLE

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June 16, 2022

City of Wayne
Attn: Mr. Wes Blecke
306 N Pearl Street
Wayne, Nebraska 68787

Re: Wayne Lincoln Street
Wayne, Nebraska-2022
Olsson Project Number: 021-07991

Mr. Blecke:

Bids for the above referenced project were received and opened on Thursday, June 09, 2022. A total of one bid was submitted and has been reviewed. The bid appears to be competitive to other projects we have bid recently and near our engineer's estimate for the project.

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, Robert Woehler & Sons Construction, Inc., in the contract amount of \$224,429.00. Upon your approval, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required. The full bid tab is included with this letter.

Sincerely,

Taylor Kube, PE

Encl.

cc: Robert Woehler & Sons Construction, Inc.

F:\2021\7500-7999\021-07991\20-Management\Communication

RESOLUTION NO. 2022-41

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“WAYNE LINCOLN STREET IMPROVEMENT PROJECT.”**

WHEREAS, one (1) bid was received on June 9, 2022, on the “Wayne Lincoln Street Improvement Project;” and

WHEREAS, the bid has been reviewed by the engineer on the project, Olsson; and

WHEREAS, said engineer on the project, Olsson, 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 “Wayne Lincoln Street Improvement Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Robert Woehler & Sons Construction, Inc. 123 Fairgrounds Ave Wayne NE 68787	\$224,429.00

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 21st day of June, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Wayne**

Attn: Betty McGuire, City Clerk

306 Pearl Street

Wayne, NE 68787

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Est. Qtys.	Bid Unit Price	Bid Amount
1	MOBILIZATION	LS	1	\$ 20,000 ⁻	\$ 20,000 ⁻
2	TRAFFIC CONTROL	LS	1	\$ 3,000 ⁻	\$ 3,000 ⁻
3	EARTHWORK	LS	1	\$ 4,000 ⁻	\$ 4,000 ⁻
4	REMOVE PAVEMENT	SY	926	\$ 5 ⁻	\$ 4,630 ⁻
5	REMOVE AND REPLACE UNSUITABLE SOILS	CY	100	\$ 50 ⁻	\$ 5,000 ⁻
6	EROSION CONTROL	LS	1	\$ 3,500 ⁻	\$ 3,500 ⁻
7	12" SUBGRADE PREP	SY	1002	\$ 10 ⁻	\$ 10,020 ⁻
8	8" CONCRETE PAVEMENT W/ 6" INTEGRAL CURB	SY	888	\$ 70 ⁻	\$ 62,160 ⁻
9	18" CURB AND GUTTER	LF	80	\$ 50 ⁻	\$ 4,000 ⁻
10	REMOVE AND REPLACE BRICK STREET PAVEMENT WITH BRICK	SY	60	\$ 150 ⁻	\$ 9,000 ⁻
11	6" CONCRETE DRIVEWAY	SY	35	\$ 110 ⁻	\$ 3,850 ⁻
12	4" CONCRETE SIDEWALK	SY	210	\$ 110 ⁻	\$ 23,100 ⁻
13	DETECTABLE WARNING PANELS	SF	48	\$ 75 ⁻	\$ 3,600 ⁻
14	WET CUT-IN	EA	2	\$ 2,000 ⁻	\$ 4,000 ⁻
15	CAP AND ABANDON 4" WATERMAIN	EA	2	\$ 1,000 ⁻	\$ 2,000 ⁻

EJCDC® C-410, Bid Form for Construction Contract.

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16	1" WATER SERVICE ASSEMBLY	EA	7	\$ 1,200 ⁻	\$ 8,400 ⁻
17	1" WATER SERVICE LINE	LF	211	\$ 29 ⁻	\$ 6,119 ⁻
18	8" MJ GATE VALVE	EA	5	\$ 3,500 ⁻	\$ 17,500 ⁻
19	8" X 6" MJ TEE	EA	1	\$ 750 ⁻	\$ 750 ⁻
20	8" X 8" MJ TEE	EA	2	\$ 800 ⁻	\$ 1,600 ⁻
21	8" X 4" MJ REDUCER	EA	1	\$ 400 ⁻	\$ 400 ⁻
22	8" CONNECTION SLEEVE	EA	1	\$ 600 ⁻	\$ 600 ⁻
23	8" 90° MJ BEND	EA	2	\$ 700 ⁻	\$ 1,400 ⁻
24	8" C900 WATER MAIN	LF	420	\$ 40 ⁻	\$ 16,800 ⁻
25	FIRE HYDRANT ASSEMBLY, TYPE II	EA	1	\$ 6,500 ⁻	\$ 6,500 ⁻
26	SEEDING	AC	0.25	\$ 10,000 ⁻	\$ 2,500 ⁻
Total of All Unit Price Bid Items					\$ 224,429 ⁻

1. Unit Bid Price (Bid Items and Alternates)

Total of All Unit Price Base Bid (Items 1-26 MINUS Item #7.)				\$ 214,509
7A - Alternate - FLYASH (ADD)	TN	70	\$ 290 ⁻	\$ 20,300 ⁻
Total of All Unit Price with Alternate 7A				\$ 234,809

3.02 Total Bid Price (Unit Prices)

Total Base Bid Price	\$ 224,429 ⁻
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B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
- Apparent low bidder will be determined by Base Bid without Alternate.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete on or before **October 15, 2022**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 1, 2022**.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
None	None

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. No reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: Robert Woehler + Sons Construction, Inc
 (typed or printed name of organization)

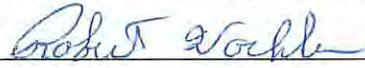
By: 
 (individual's signature)

Name: Bradley J. Woehler
 (typed or printed)

Title: Secretary
 (typed or printed)

Date: 6/9/22
 (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
 (individual's signature)

Name: Robert E. Woehler
 (typed or printed)

Title: President
 (typed or printed)

Date: 6/9/22
 (typed or printed)

Address for giving notices: office
123 Fairgrounds Ave | Law: Dore Copple
Wayne NE 68797 | 2425 Taylor Ave.
Montello NE 68701

Bidder's Contact:

Name: B. J. Woehler
 (typed or printed)

Title: Secretary
 (typed or printed)

Phone: 402.369.0049

Email: b-j-woehler@hotmail.com

Address: 123 Fairgrounds Ave
Wayne NE 68797

Bidder's Contractor License No.: (if applicable) NE 29891

ROBERT WOehler & SONS CONSTRUCTION, INC.

Wed Jun 8 15:18:39 2022

SOS Account Number

10067839

Status

Active

Principal Office Address123 FAIRGROUNDS AVE
WAYNE, NE 68987**Registered Agent and Office Address**DAVID E. COPPLE
2425 TAYLOR AVENUE
NORFOLK, NE 68701**Nature of Business**

CONSTRUCTION

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Feb 07 2005

Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	ROBERT E WOehler	1910 CENTENNIAL RD WAYNE, NE 68987
Secretary	BRADLEY J WOehler	902 BRESSLER CT PO BOX 354 WAYNE, NE 68987
Vice President	CHRISTOPHER A WOehler	221 E. 3RD STREET WAYNE, NE 68787 USA

Filed Documents

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

Document	Date Filed	Price
<input type="checkbox"/> Articles Perpetual	Feb 07 2005	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Proof of Publication	Mar 29 2005	\$0.45 = 1 page(s) @ \$0.45 per page

Document	Date Filed	Price
<input type="checkbox"/> Tax Return	Feb 23 2006	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Tax Return	Mar 07 2008	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Change of Agent or Office	Apr 04 2008	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Tax Return	Mar 08 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Tax Return	Mar 06 2012	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Tax Return	Feb 19 2014	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Tax Return	Jan 28 2016	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Tax Return	Feb 28 2018	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Occupation Tax Report	Feb 28 2020	\$1.35 = 3 page(s) @ \$0.45 per page
<input type="checkbox"/> Occupation Tax Report	Mar 22 2022	\$1.35 = 3 page(s) @ \$0.45 per page

Good Standing Documents

To purchase documents attesting to the entity's good standing check the box next to the document title.

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Select All | Select None

[↑ Back to Top](#)



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 1

Date of Issuance: 06/16/2022

Project No. 021-07991

Project: Wayne Chicago Street

Contractor: Robert Woehlers & Sons Construction, INC.
123 Fairground Ave.
Wayne, NE 68787

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Robert Woehlers & Sons Construction, INC.

Value of Work Stored & Completed: \$17,500.00

Original Contract Cost:	\$744,327.00
Approved Change Orders:	
No. 1	\$0.00
No. 2	\$0.00
No. 3	\$0.00
No. 4	\$0.00
No. 5	\$0.00
Total Contract Cost:	\$744,327.00

Value of completed work and materials stored	\$17,500.00
Less retained percentage (10 %)	\$1,750.00
Net amount due including this estimate	\$15,750.00

Less: Estimates previously approved:

No. 1	\$0.00	No. 6	\$0.00
No. 2	\$0.00	No. 7	\$0.00
No. 3	\$0.00	No. 8	\$0.00
No. 4	\$0.00	No. 9	\$0.00
No. 5	\$0.00	No. 10	\$0.00

Total Previous Estimates: \$0.00

NET AMOUNT DUE THIS ESTIMATE: \$15,750.00

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

cc: Robert Woehlers & Sons Cc
Project File

OLSSON

CITY

By  By _____

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: June 7, 2022

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission
Wes Blecke, Staff Liaison 

At their meeting held on June 6, 2022, the Wayne Planning Commission made recommendations on the following public hearings; the results of those recommendations are as follows:

Public Hearing: Request to Annex Lot 1, Containing 2.55 Acres More or Less, of the Replat of Kardell Industrial Park, Wayne County, Nebraska; 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, motion was made by Commissioner Sorenson and second by Commissioner Sandoz, to approve and forward a recommendation of approval to the City Council annexing 2.55 acres more or less to the City of Wayne, the parcel of land described as Lot 1, Replat of Kardell Industrial Park, Wayne County, Nebraska, with the findings of fact being consistency with the Comprehensive Plan, the Current and Future Land Use Maps, existing connection to 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: Redevelopment Plan for "Perry Apartment Development"

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion by Commissioner Meisenbach and second by Commissioner Sorenson to approve and forward a recommendation of approval to the Community Redevelopment Authority the Redevelopment Plan for Perry Apartment Development, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, as outlined in Resolution No. 2022-01, including amending "Exhibit A" to read, "Legal Description of Redevelopment Project Area **Apartment Site:** Lot Three (3) Southeast Addition to the City of Wayne, Wayne County, Nebraska, Parcel 0080238.00 **Lake Site:** Lot Five (5), Southeast Addition to the City of Wayne, Wayne County, Nebraska, Parcel 0080235.00. Chair Melena stated the motion and second; all were in favor, with the exception of Commissioner Schultz who voted nay, motion approved and carried.

**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.

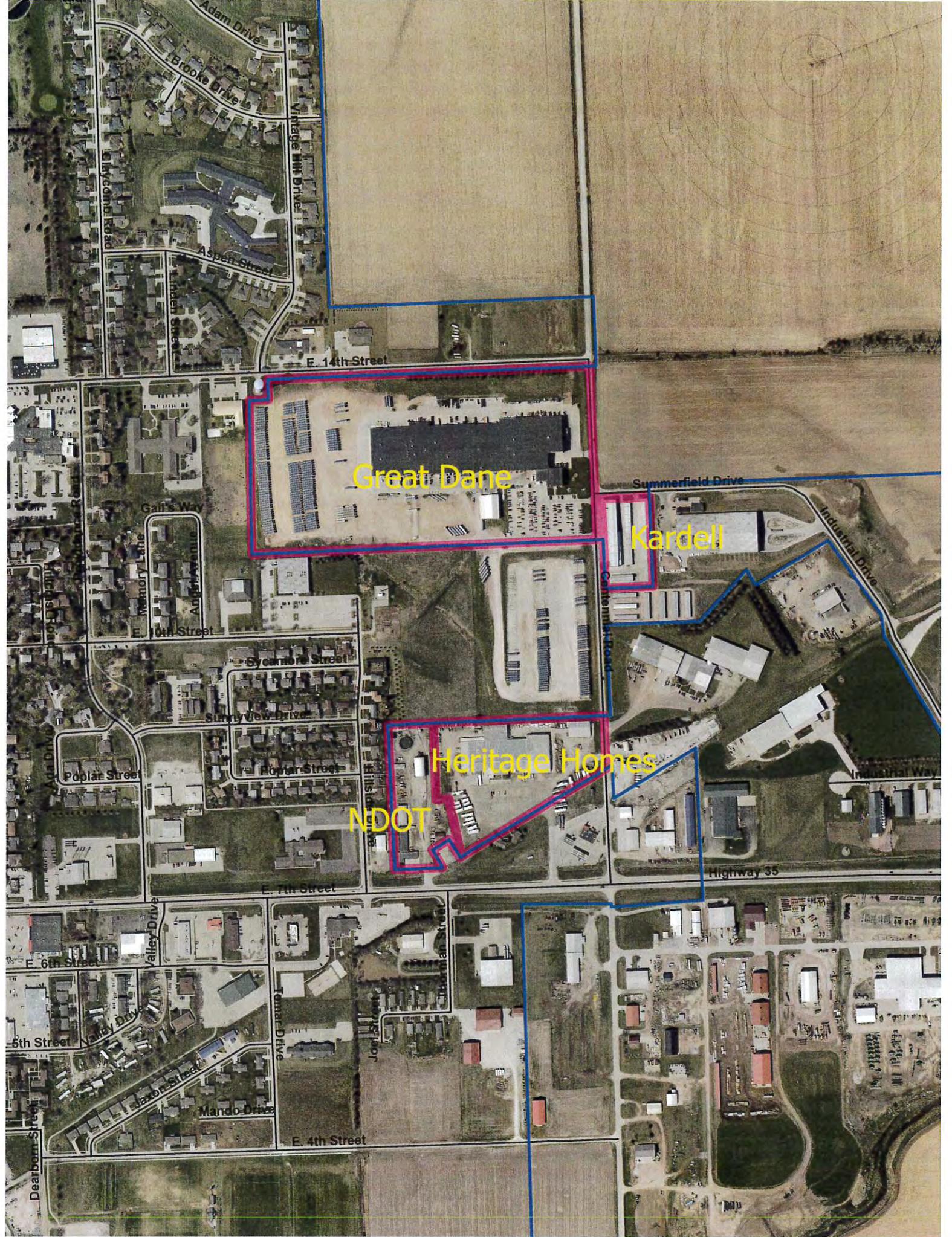
Public Hearing: Annexing a Parcel of Land Containing 4.27 Acres More or Less to the City of Wayne, Nebraska, Parcel Located on Which Department of Transportation (formerly Department of Road Wayne Office) at 1300 East 7th Street is Located; Applicant: City of Wayne

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



Great Dane

Kardell

Heritage Homes

NDOT

ORDINANCE NO. 2022-8

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

Lot 1, containing 2.55 acres, more or less, of the Replat of Kardell Industrial Park, Wayne County, Nebraska,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The Planning Commission held a public hearing on June 6, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Finding of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Existing connection to utilities, including city water, city sewer and city electric; and
- Staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 _____, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2022-9

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

Annexing a parcel of land containing 34.75 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which Great Dane Trailers at 1200 Centennial Road is located, more particularly described as:

Tract 4

A tract of land located in the North 1/2 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence S 02°29'52" E on an assumed bearing on the East line of said Southeast 1/4, 37.00 feet to the Point of Beginning; thence S 02°29'52" E on said East line, 875.09 feet; thence S 87°34'08" W on the North line of Centennial Valley Addition to the City of Wayne, 1742.71 feet to a point on the East line of Angel Acres Addition to the City of Wayne; thence N 02°29'11" W on the East line of said Angel Acres Addition and Longe's Addition to the City of Wayne, 775.28 feet; thence N 87°39'15" E, 99.98 feet; thence N 02°30'31" W, 100.10 feet to a point on the South Right-of-Way line of East 14th Street; thence N 87°34'38" E on said South Right-of-Way line, 1642.60 feet to the Point of Beginning, containing 34.78 acres more or less,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The Planning Commission held a public hearing on May 2, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Utilities, including city water, city sewer and city electric; and
- Staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 _____, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2022-10

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

Annexing a parcel of land containing 4.27 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which the Department of Roads Wayne Office at 1300 East 7th Street is located, more particularly described as:

Tract 5

A tract of land located in the Southeast 1/4 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence S 87°35'36" W on an assumed bearing on the South line of the Southeast 1/4 of said Southeast 1/4, 1096.56 feet (1095.80' Dd); thence N 02°19'24" W, 116.60 feet to a point on the North Right-of-Way line of Highway #35 and the Southeast corner of the Administrative Subdivision of Lots 1 & 2, Wacker's Addition and Lot 15, Block 5, Sunnyview Subdivision to the City of Wayne, Wayne County, Nebraska, said point being the Point of Beginning; thence N 02°23'05" W on the East line of said Administrative Subdivision and the East line of said Sunnyview Subdivision, 730.19 feet (728.68' Dd) to the Southwest corner of Lot 2, Centennial Valley Addition Replat 1; thence N 87°34'36" E on the South line of said Lot 2, 227.00 feet; thence S 02°34'04" E, 384.76 feet; thence N 87°42'52" E, 63.00 feet; thence S 12°51'20" E, 295.26 feet to a point on the North Right-of-Way line of the abandoned Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed); thence S 59°06'36" W on said North Right-of-Way line, 12.13 feet to the Southeast corner of Utilicorp United Inc. property; thence N 30°53'24" W and perpendicular to said North Right-of-Way line, 100.00 feet; thence S 59°06'36" W and parallel to said North Right-of-Way line, 100.00 feet; thence S 30°53'24" E and perpendicular to said North Right-of-Way, 100.00 feet to a point on said North Right-of-Way line; thence S 59°06'36" W on said North Right-of-Way line, 3.85 feet to a point on the North Right-of-Way line of Highway #35, said point being 116.30 feet North of said South line; thence S 87°39'51" W, on said North Right-of-Way line, 242.96 feet to the Point of Beginning, containing 4.27 acres, more or less,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The Planning Commission held a public hearing on May 2, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Utilities, including city water, city sewer and city electric; and
- Staff's recommendation

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 _____, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2022-11

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

Annexing a parcel of land containing 9.33 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which Heritage Homes at 1519 East 7th Street is located, more particularly described as:

Tract 6

A tract of land located in the Southeast 1/4 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence N 02°29'52" W on an assumed bearing on the East line of said Southeast 1/4, 580.31 feet to a point on the North Right-of-Way line of the abandoned Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed), said point being the Point of Beginning; thence N 02°29'52" W on said East line, 266.80 feet (267.19' R) to a point on the Easterly extension of the South line of Lot 2, Centennial Valley Addition Replat 1 to the City of Wayne, Wayne County, Nebraska; thence S 87°34'36" W on the South line of said Lot 2, 867.76 feet; thence S 02°34'04" E, 384.76 feet; thence N 87°42'52" E, 63.00 feet; thence S 12°51'20" E, 295.26 feet to a point on the North Right-of-Way line of the abandoned Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed); thence N 59°01'27" E on said North Right-of-Way line, 854.63 feet to the Point of Beginning, containing 9.33 acres, more or less,

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The Planning Commission held a public hearing on May 2, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Utilities, including city water, city sewer and city electric; and
- Staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 _____, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2022-12

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE 12 FOOT UTILITY EASEMENT LOCATED BETWEEN LOTS 1A AND 1B OF THE CORRECTED ADMINISTRATIVE REPLAT OF LOTS 1 AND 2 OF AMENDED PLAT OF TUFFERN BLUE ESTATES SUBDIVISION, WAYNE COUNTY, NEBRASKA, EXCLUDING THE EAST 6 FEET AND THE WEST 6 FEET OF SAID EASEMENT.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The City of Wayne, Nebraska has received a request to release the 12 foot utility easement located between Lots 1A and 1B of the Corrected Administrative Replat of Lots 1 and 2 of Amended Plat of Tuffern Blue Estates Subdivision, Wayne County, Nebraska, excluding the east 6 feet and the west 6 feet of said easement.

Section 2. The City hereby releases and abandons the 12 foot utility easement located between Lots 1A and 1B of the Corrected Administrative Replat of Lots 1 and 2 of Amended Plat of Tuffern Blue Estates Subdivision, Wayne County, Nebraska, excluding the east 6 feet and the west 6 feet of said easement.

Section 3. This Ordinance shall be in full force and effect, from and after its passage, approval and publication, as provided by law.

PASSED AND APPROVED this 21st day June, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

CORRECTED ADMINISTRATIVE REPLAT OF LOTS 1 AND 2 OF
 AMENDED PLAT OF TUFFERN BLUE ESTATES SUBDIVISION

A tract of land located in the Southwest 1/4 of Section 1, T26N, R3E of the 6th P.M.,
 Wayne County, Nebraska

RECEIVED
 WAYNE COUNTY, NE

2022 MAY -9 PM 2:59

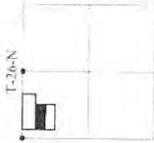
DEBRA FINN
 CLERK/ROD/ELECTION



Drawn By: LRR
 Date: April 9, 2022
 Project Number: S-090-364
 Scale: 1" = 100'



Situation Sketch
 R-3-E



SECTION 1
 Wayne County, Nebraska

LEGEND

- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- M Measured Distance
- R Recorded Distance (T.L.S.) Terry L. Schulz, R.L.S. #550, Dated October 21, 2005, Warranty Deed #131793, dated December 27, 2013, Joint Warranty Deed #141214, dated October 1, 2014

This survey was prepared at the request of Todd Luedeke, Wayne County, Nebraska.

LEGAL DESCRIPTION

Lots 1 and 2 of Amended Plat of Tuftern Blue Estates Subdivision, A tract of land located in the Southwest 1/4 of Section 1, T26N, R3E of the 6th P.M., Wayne County, Nebraska.

CITY ZONING

The above Replat is approved by the City Zoning Administrator of the City of

Wayne, Nebraska on this 9th day of May, 2022, pursuant to Authority of the Subdivision Ordinance for the City of Wayne.

Joel J. Komer
 Zoning Administrator, City of Wayne

CONSENT OF OWNER

KNOWN ALL MEN BY THESE PRESENT THAT: We, Tuftern Blue Ranch, LLC, a Nebraska limited liability company being the owner of the land described hereon, have caused the land as described on this plat to be surveyed and platted into Lots 1A, 1B and 2 of the Corrected Administrative Replat of Lots 1 and 2 of Amended Plat of Tuftern Blue Estates Subdivision, Wayne County, Nebraska, and do hereby freely dedicate the easements to the public as shown for the location, construction, and maintenance of public service utilities forever, together with the right of ingress and egress thereto, and that the foregoing Subdivision is made with free consent and in accordance with the desire of the undersigned owners and proprietors.

OWNER

Tuftern Blue Ranch, LLC
 Tuftern Blue Ranch, LLC

State of Nebraska

County of Wayne

State of Nebraska - General Notary
 CHANELLE J BELT
 My Commission Expires
 June 3, 2022

The foregoing instrument was acknowledged before me on this 25th day of

April, 2022, by Todd Luedeke
Chanelle J Belt
 Notary Public

ABSTRACTER'S CERTIFICATE

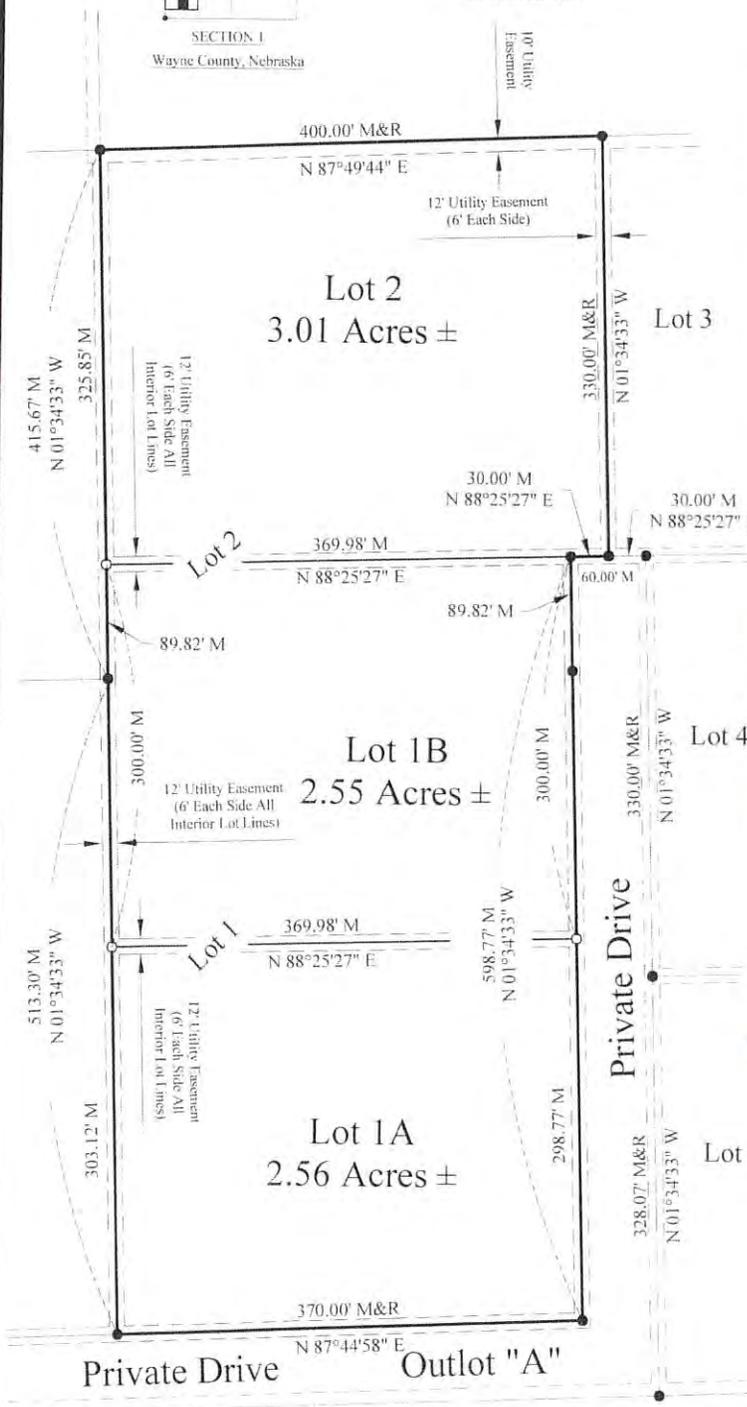
I, Sharon K Braun, a Registered Abstracter, hereby state that on this 14th day of April, 2022, Tuftern Blue Ranch, LLC, a Nebraska limited liability company, appeared as title holder of record of the land described on this plat.

Sharon K Braun and *Lola Luedeke*
 Registered Land Abstracter

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me or under my direct supervision on April 11, 2022; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz 4-13-2022
 Terry L. Schulz, State of Nebraska, LS #550 Date



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 21st day of June, 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.

[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. 2022-42

A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.

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

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

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

PASSED AND APPROVED this 21st day of June, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 21st day of June, 2022, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as “City,” and Wes Blecke, hereinafter referred to as “Employee.”

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

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

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

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

**SECTION I.
DUTIES**

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

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

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

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

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

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

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

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

H. Serve as City’s purchasing agent.

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

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

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

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

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

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

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

**SECTION II.
BASE SALARY**

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of ~~\$114,129.60~~ \$_____. Said annual base salary shall be payable in equal installments at the same time as other employees of the City are paid. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately May/June of each year, or at such other times as the governing body shall deem necessary or advisable. Salary increases are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

**SECTION III.
BENEFITS**

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

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

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

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

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

3.6. The Employee shall earn one hundred sixty (160) hours paid vacation leave and may carry over vacation leave up to a maximum of two hundred eighty (280) hours. At least once per year, the Employee shall take not less than forty (40) consecutive hours vacation. After being employed by the City for a total of ten years, said vacation leave shall be adjusted to 4 weeks, and after twenty years, it shall be adjusted proportionately thereafter in compliance with the City's vacation schedule.

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

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

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

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

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

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

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

**SECTION IV.
HOURS OF WORK**

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

**SECTION V.
TERM OF AGREEMENT**

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

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

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

**SECTION VI.
TERMINATION**

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

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

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

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

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

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

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

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

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

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

**SECTION VII.
EMPLOYEE EVALUATION**

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

**SECTION VIII.
INDEMNIFICATION**

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

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee