

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
July 5, 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 21, 2022](#)
4. [Approval of Claims](#)
5. [Presentation of check in the amount of \\$26,000 from the Lower Elkhorn Natural Resource District \(LENRD\) for the Wayne Pedestrian Trail – Phase II — Joel Hansen, Board of Director for the LENRD](#)
6. [Action on the Special Designated Liquor Permit for Johnnie Byrd Brewing Company on July 20, and 21, 2022, for an expanded outdoor beer garden](#)

Background: Johnnie Byrd is applying for a special designated liquor permit to have an expanded outdoor beer garden at the 1912 City Hall building, 117 W. 2nd Street, on July 20th and 21st. A diagram of the proposed area is included with his permit. He is not required to have a double fence, but measures need to be taken to secure the area.

7. [Resolution 2022-43: Approving the Service/Consultant Agreement for Lead \(Paint\) Services with Northeast Nebraska Economic Development District — CDBG 21-HO-35041](#)

This agreement with Northeast Nebraska Economic Development District is for lead paint services relating to CDBG 21-HO-35041 (Owner-Occupied Housing Grant). We were notified on November 18th that we were awarded up to \$315,000 to be used for owner-occupied rehabilitation. This is the grant that the City applied for, but will be used by Wayne Community Housing Development Corporation for owner-occupied rehab purposes. The amount was for \$250,000, with no match required. The services provided pertain to lead paint inspection, risk assessment, and clearance testing, and the fee for said services shall not exceed the sum of \$15,000.

8. [Resolution 2022-44: Approving the Service/Consultant Agreement for Housing Management with Northeast Nebraska Economic Development District — CDBG 21-HO-35041](#)

Background: This agreement with Northeast Nebraska Economic Development District is for housing management services relating to CDBG 21-HO-35041 (Owner-Occupied Housing Grant). The fee for the housing administrative services shall not exceed the sum of \$30,000.

9. [Ordinance 2022-8: Annexing Real Estate in the Northeast quadrant of the City \(Lot 1, containing 2.55 acres more or less of the Replat of Kardell Industrial Park, Wayne County, Nebraska\) – Second Reading](#)
10. [Ordinance 2022-9: Annexing Real Estate in the Northeast quadrant of the City \(A parcel of land containing 34.75 acres more or less to the City of Wayne on which Great Dane Trailers at 1200 Centennial Road is located\) – Second Reading](#)
11. [Ordinance 2022-10: Annexing real estate in the Northeast quadrant of the City \(A parcel of land containing 4.27 acres more or less to the City of Wayne on which the Department of Roads Wayne Office at 1300 East 7th Street is located\) – Second Reading](#)
12. [Ordinance 2022-11: Annexing real estate in the Northeast quadrant of the City \(A parcel of land containing 9.33 acres more or less to the City of Wayne on which Heritage Homes at 1519 East 7th Street is located\) – Second Reading](#)
13. Adjourn

**MINUTES
CITY COUNCIL MEETING
June 21, 2022**

The Wayne City Council met in regular session at City Hall on June 21 2022, at 5:30 o'clock P.M.

Council President Jill Brodersen 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, and Matt Eischeid; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Mayor Cale Giese.

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.

Council President Brodersen 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, she 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 Buck made a motion, which was seconded by Councilmember Woehler, to approve the minutes of the meeting of June 7, 2022, and to waive the reading thereof. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACE HARDWARE & HOME, SU, 308.84; APPEARA, SE, 178.45; ARNIE'S FORD, SU, 48.07; BAKER & TAYLOR BOOKS, SU, 471.50; CITY EMPLOYEE, RE, 2547.35; CITY EMPLOYEE, RE, 68.04; CITY EMPLOYEE, RE, 759.42; CITY OF WAYNE, RE, 1763.79; COPY WRITE PUBLISHING, SE, 14.16; CORE & MAIN, SU, 4777.24; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.79; DAVE'S DRY CLEANING, SE, 78.00; DEARBORN LIFE INSURANCE

COMPANY, SE, 2814.79; EAKES OFFICE PLUS, SE, 378.52; ELKINS PORTABLE RESTROOMS, LLC, SU, 330.00; FAITH TO LOVE PUBLISHING, SU, 10.00; FINDAWAY, SU, 1529.91; FLOOR MAINTENANCE, SU, 858.29; GALE/CENGAGE LEARNING, SU, 148.14; GERHOLD CONCRETE, SU, 1033.31; GROSSENBURG IMPLEMENT, SU, 270.75; HAWKINS, SU, 1820.27; HEARTLAND FIRE PROTECTION, SE, 894.50; HILAND DAIRY, SE, 228.21; INGRAM LIBRARY SERVICES, SU, 823.83; KOUATIL, ZAYNAB, SE, 150.00; LAMP, MACKENZIE, SE, 250.00; LINDNER, DAVID, RE, 38.51; LIVING HERE, SU, 21.00; LOPEZ, JUANA, RE, 45.00; MAIN STREET GARAGE, SE, 42.50; MATHESON-LINWELD, SU, 35.06; MAXNET SECURITY, SE, 2381.25; MONAHAN, PHILLIP, RE, 60.00; MUNICIPAL SUPPLY, SU, 1066.13; NE STATE VOLUNTEER FIREFIGHTERS ASSOC, FE, -60.00; NNEDD, SE, 6637.50; O'REILLY AUTOMOTIVE STORES, SU, 38.80; OVERDRIVE, SU, 643.54; PAC N SAVE, SU, 15.25; PAC N SAVE, SU, 14.92; PAC N SAVE, SU, 2003.73; PER MAR SECURITY SERVICES, SE, 1372.86; QUADIENT FINANCE USA, SU, 600.00; QUADIENT LEASING USA, SE, 2691.00; RIEKES EQUIPMENT, SE, 914.29; SCHMITZ, CINDY, SE, -45.00; SD MYERS, SE, 221.00; STADIUM SPORTING GOODS, SE, 36.00; US BANK, SU, 17752.60; US FOODSERVICE, SU, 1854.64; VERIZON, SE, 584.43; VERSCHOOR, RACHEL, RE, 17.50; WILLIAMS, LACEY, RE, 50.00; WISNER WEST, SU, 95.25; ACES, SE, 1021.15; ALARCON-FLORY,PERLA, SE, 25.00; AMERITAS, SE, 196.64; AMERITAS, SE, 94.18; AMERITAS, SE, 3148.72; AMERITAS, SE, 72.00; AMERITAS, SE, 35.00; BEBEE, TIMOTHY J. & LESLIE A, RE, 3076.60; BENSCOTER, LOUIS, RE, 3001.95; BIG RIVERS ELECTRIC CORPORATION, SE, 93840.84; CITIZENS STATE BANK, RE, 3816.75; CITY EMPLOYEE, RE, 210.50; CITY EMPLOYEE, RE, 78.53; CITY EMPLOYEE, RE, 58.90; CITY EMPLOYEE, RE, 450.63; CITY OF WAYNE, PY, 107798.88; CITY OF WAYNE, RE, 450.63; CUMMINS CENTRAL POWER, SE, 387.20; DAKOTA COUNTY COURT, RE, 546.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DGR & ASSOCIATES, SE, 3287.50; DUTTON-LAINSON, SU, 23288.56; ELLIS HOME SERVICES, SE, 4801.00; FIRST CONCORD GROUP, SE, 3947.74; FLOOR MAINTENANCE, SU, 67.46; FOURTH GENERATION FAMILY, RE, 15081.49; GERHOLD CONCRETE, SU, 1966.62; GRAINGER, SU, 374.16; HOCHSTEIN, NICK, RE, 1000.00; HYDRO OPTIMIZATION, SU, 190.43; ICMA, RE, 35.42; ICMA, RE, 8867.84; ICMA, RE, 65.00; ICMA, RE, 102.72; ICMA, RE, 119.12; ICMA, RE, 339.92; ICMA, RE, 132.14; ICMA, RE, 387.46; ICMA, RE, 174.75; ICMA, RE, 154.18; ICMA, RE, 1443.86; IRS, TX, 12330.26; IRS, TX, 17923.58; IRS, TX, 4191.84; JORGENSEN, KEN, RE, 3861.15; LIFE LINE SCREENING, RE, 200.00; LUTT OIL, SU, 73985.60; MARCO TECHNOLOGIES, SE, 180.50; MZRB, RE, 3736.95; NE DEPT OF REVENUE, TX, 5518.04; NE WATER RESOURCES ASSOCIATION, FE, 105.00; NORTHEAST POWER, SE, 18678.78; PETERSON, CARTER, RE, 1398.46; PREMIER BIOTECH, SE, 134.86; QUALITY FOOD CENTER, SU, 2.98; REEG, BETTY S. Revocable Trust, RE, 2796.91; SKARSHAUG TESTING LAB, SE, 247.04; STATE NEBRASKA BANK-PETTY CASH, RE, 108.87; STEFFEN TRUCK EQUIPMENT, SU, 1000.00; TOMPKINS, RODNEY R. Irrevocable Trust, RE, 2796.91; USA BLUE BOOK, SU, 489.63; WAYNE COUNTY CLERK, SE, 328.00; WAYNE HERALD, SE, 224.50; WAYNE VETERINARY CLINIC, SE, 196.00; WESCO, SU, 28508.65; ZACH HEATING & COOLING, SE, 3092.87

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

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.

This matter was tabled from the last meeting until staff could 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).

Mr. Gubbels had requested more than the initial offer since he wanted to put in a new fence in lieu of repairing the old one for privacy purposes. He previously requested from the City 25% of the new fence and materials (not to exceed \$1,500) and some light dirt work.

Discussion took place on putting in shrubs for privacy purposes. It was noted that could be cost prohibitive at this time, as well as take time to get established, and then maintain.

Consensus was that the City did owe Mr. Gubbels something for damage to his fence. The City estimated the same at \$200 to repair his fence at that time. Because the damage took place in the spring of 2021, consideration was given to increasing the amount due to inflation.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Pick, to reimburse Joe Gubbels the amount of \$400 for damage repair to his fence. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Luke Virgil, Director of Wayne Area Economic Development, was present representing the LB840 Revolving Loan Fund Review Committee. The LB840 Revolving Loan Fund Review 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. Mr. Nixon 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%).

Mr. Virgil noted that Mr. Nixon's request from the LB840 Revolving Loan Fund Review Committee was an interest rate of 1%.

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.

Sam Nixon was present to answer questions in addition to requesting the Council to consider reducing the interest rate to 1% as originally requested. This would save him approximately \$20,000. Jimmy John's will have between 12-14 FTE jobs created immediately. The drive-thru will have a 4-car stack.

Mr. Virgil, when asked, advised the Council of a few other LB840 loans where the Council did not go with the full recommendation of the Loan Review Committee. Some were based on the amount of sales tax revenue that would be generated for the City by the business.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving an LB840 revolving loan in the amount of \$300,000 to Nix Wayne, LLC, and a loan repayment period of 10 years as recommended by the LB840 Revolving Loan Fund Review Committee, but with an interest rate of 1%. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Dorey who abstained, the Council President declared the motion carried.

Taylor Kube, Engineer with Olsson, was present via zoom regarding the bids received on the "Wayne Lincoln Street Improvement Project." One bid was received for this project in the amount of \$224,429. Said bid was submitted by Robert Woehler & Sons Construction, Inc. Mr. Kube's

recommendation was to award the contract to the sole bidder, Robert Woehler & Sons Construction, Inc., in the amount of \$224,429.

Councilmember Karsky introduced Resolution 2022-41, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2022-41

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “WAYNE LINCOLN STREET IMPROVEMENT PROJECT” TO ROBERT WOehler & SONS CONSTRUCTION, INC., FOR \$224,429.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who abstained, the Council President declared the motion carried.

Taylor Kube, Engineer with Olsson, presented Certificate of Payment No. 1 in the amount of \$15,750 to Robert Woehler & Sons Construction, Inc., for the “Chicago Street Improvements Project.” This is for one-half of the mobilization costs, less the retainage of 10%. The engineer has approved the same.

Councilmember Eischeid made a motion, which was seconded by Councilmember Pick, approving Certificate of Payment No. 1 in the amount of \$15,750 to Robert Woehler & Sons Construction, Inc., for the “Chicago Street Improvements Project.” Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Woehler who abstained, the Council President declared the motion carried.

Council President Brodersen stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regarding 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.

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. Administrator Blecke stated he has spoken with all property owners, with the exception of the Department or Roads.

The Planning Commission held a public hearing on June 6, 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;
- Existing connection to utilities, including city water, city sewer and city electric; and
- Staff’s recommendation.

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

There being no further comments, Council President Brodersen closed the public hearing.

Councilmember Eischeid introduced Ordinance No. 2022-8, and moved for approval thereof; Councilmember Pick seconded.

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.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The second reading will take place at the next meeting.

Council President Brodersen stated the time was at hand for the public hearing to consider the Planning Commission’s recommendation in regarding 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.

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.

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

There being no further comments, Council President Brodersen closed the public hearing.

Councilmember Eischeid introduced Ordinance No. 2022-9, and moved for approval thereof;
Councilmember Pick seconded.

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.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The second reading will take place at the next meeting.

Council President Brodersen stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regarding 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 E. 7th Street is located.

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

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

There being no further comments, Council President Brodersen closed the public hearing.

Councilmember Karsky introduced Ordinance No. 2022-10, and moved for approval thereof;
Councilmember Eischeid seconded.

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.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The second reading will take place at the next meeting.

Council President Brodersen stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regarding 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.

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.

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

There being no further comments, Council President Brodersen closed the public hearing.

Councilmember Eischeid introduced Ordinance No. 2022-11, and moved for approval thereof; Councilmember Muir seconded.

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.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried. The second reading will take place at the next meeting.

Administrator Blecke stated 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. Because this property is located outside City limits but within the City's zoning jurisdiction, this matter also went before the County Commissioners for consideration and approval. Attorney Miller stated Mr. Thompson, at the County Commissioner's meeting, stated he did not want to be prevented from building on or across the lot line.

Councilmember Karsky introduced Ordinance No. 2022-12, and moved for approval thereof; Councilmember Eischeid seconded.

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.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Muir, to suspend the statutory rules requiring ordinances to be read by title on three different days. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Muir, to move for final approval of Ordinance No. 2022-12. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Eischeid introduced Ordinance No. 2022-7, and moved for approval of the third and final reading thereof; Councilmember Dorey 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.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Dorey, to enter into executive/closed session for the purpose of protecting the needless injury to the reputation of the City Administrator to discuss his employment agreement, and to allow Attorney Miller and City Clerk McGuire to be in attendance. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried, and executive session began at 6:39 p.m.

Council President Brodersen again stated that the matter to be discussed in execution session relates to the City Administrator's employment agreement.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to resume open session. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried, and open session resumed at 6:46 p.m.

Councilmember Eischeid made a motion, which was seconded by Councilmember Dorey, to approve the City Administrator's agreement/contract (per Resolution No. 2022-42) with a 3% increase - \$117,553.49.

RESOLUTION NO. 2022-42

A RESOLUTION TO ADOPT CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Council President Brodersen made a motion, which was seconded by Councilmember Buck, setting the budget work sessions for July 19th and August 2nd after the regularly scheduled Council meetings. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

There being no further business to come before the meeting, Council President Brodersen declared the meeting adjourned at 6:48 p.m.



6/14/22 Utility Refund \$18.80 not on last claims listing

Council Approved 6/21/22

GUBBELS, JOE

TRAIL FENCE REPAIR

400.00

Vendor	Payable Description	Payment Total
AHA	CPR CLASS	192.00
AMAZON.COM, LLC	BOOKS/DVD'S/OFFICE SUPPLIES	736.62
APPEARA	LINEN & MAT SERVICE	109.29
AQUARIUS TECHNOLOGIES LLC	MEMBRANE DIFFUSER	7,702.08
ARCADIAN MARKSMANSHIP CLUB	RANGE DUES	100.00
ARNIE'S FORD INC	SWITCH ASSEMBLY	14.41
BIO-ELECTRONICS	DEFIBULATORS	375.00
BLACK HILLS ENERGY	GAS BILLS	433.87
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	49,499.69
BOMGAARS	SUMMER PROGRAM GARDEN/TOOLS/FASTENERS/MULCH	1,336.27
BORDER STATES INDUSTRIES, INC	LED LIGHTS	263.96
BSN SPORTS, INC	BATTING TEES	84.00
CARHART LUMBER COMPANY	FACIA/WOOD/BATTERIES	560.42
CARROLL DISTRIBUTING	INDUSTRIAL HOSE	93.30
CENTURYLINK	TELEPHONE CHARGES	399.56
CITY EMPLOYEE	VISION REIMBURSEMENT	274.80
CITY EMPLOYEE	VISION REIMBURSEMENT	512.50
CITY EMPLOYEE	ZIP TIES	12.83
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	107.19
CITY OF WAYNE	UTILITY REFUNDS	1,445.86
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	10,000.00
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	10,000.00
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	20,308.17
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	96.32
DUTTON-LAINSON COMPANY	WATER ERT METERS	1,956.72
EAKES OFFICE PLUS	COPY CHARGES	400.51
EAKES OFFICE PLUS	COPY CHARGES	2,350.57
ED M. FELD EQUIPMENT CO INC	AIR COMPRESSOR FILTER CARTRIDGES/EXTINGUISHER TAGS	384.36
ERNESTI, TATE	CPR ONLINE CLASS REIMBURSEMENT	20.87
FAIRFIELD INN - KEARNEY	FINANCE CONFERENCE LODGING	439.80
FIRE CATT, LLC	FIRE HOSE TESTING	5,026.50
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/TAKE OUT CONTAINERS	338.63
GENERAL TRAFFIC CONTROLS, INC.	RED TRAFFIC SIGNAL	81.99
GEOCOMM INC	E911 GIS MAINTENANCE	2,197.00
GERHOLD CONCRETE CO INC.	CONCRETE	1,166.64
GROSSENBURG IMPLEMENT INC	HOSE/FITTINGS/MOWER BLADES	276.41
HAWKINS, INC	CHLORINE	5,066.93
HELENA AGRI-ENTERPRISES, LLC	ROUND UP	695.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	282.69
HURLBERT, AMARA	CPR CLASS ONLINE CLASS REIMBURSEMENT	20.87

Vendor	Payable Description	Payment Total
JACK'S UNIFORMS	POLICE UNIFORM PANTS	235.35
JEO CONSULTING GROUP	MASTER AGREEMENT/TRANSFER STATION PERMIT RENEWAL	12,675.37
KOUATIL, ZAYNAB	ART CAMP SESSION II	150.00
KTCH AM/FM RADIO	CAC RADIO ADS	150.00
L.G. EVERIST	CRUSHED QUARTZITE	184.44
LAMP, MACKENZIE	ART CAMP SESSION II	250.00
LANDPHEAR, LANA	SWIM LESSON REFUND	35.00
LINCOLN WINWATER WORKS CO.	PVC PIPE	423.00
LINCOLN WINWATER WORKS CO.	GOLF COURSE SEWER EXTENSION	23,898.60
MARCO INC	COPIER LEASE	175.92
MCCORMIICK, JORDAN	CPR ONLINE CLASS REIMBURSEMENT	20.57
MEYER, DELANEY	CPR ONLINE CLASS REIMBURSEMENT	20.87
MIDWEST TURF & IRRIGATION	COUNTRY CLUB MOWER	-77,074.00
MUHS, LANCE	CPR ONLINE CLASS REIMBURSEMENT	20.57
MUNICIPAL SUPPLY INC	WATER METERS	4,494.89
NE LIBRARY COMMISSION	CAT EXPRESS RENEWAL	1,680.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	923.00
NOVA FITNESS EQUIPMENT	LAT MACHINE CABLE	174.97
NOVA FITNESS EQUIPMENT	FITNESS EQUIPMENT PREVENTATIVE MAINTENANCE	770.95
NUSS, ANGELA	POOL NOODLES	42.80
NUSS, COURTNEY	CPR ONLINE CLASS REIMBURSEMENT	20.87
OLSSON	CHICAGO STREET PAVING/LAGOON RECREATIONAL DEVEL.	15,118.00
O'REILLY AUTOMOTIVE STORES, INC.	GLASS CLEANER/TRANSFORMER GEAR LUBRICANT	8.68
OSBORN, ANDREW	CPR ONLINE CLASS REIMBURSEMENT	20.87
REZURRECTED ROD & KUSTOM	CAC WEIGHT EQUIPMENT UPHOLSTER	1,165.04
ROBERT WOEHLE & SONS	CHICAGO STREET	15,750.00
SIEVERS, BRITTANY	SWIM LESSON REFUND	17.50
THOMPSON ELECTRIC CO	LIFT STATION 2 MATERIAL	230.78
UTILITIES SECTION	LINEWORKER SAFETY TRAINING	3,900.00
UTILITY EQUIPMENT CO	WATER METERS	5,600.00
VIAERO WIRELESS	CELL PHONE	65.52
VRBICKY, MARK	BUILDING PERMIT DEPOSIT REFUND	500.00
WAYNE AREA ECONOMIC DEVELOPMENT	CHICKEN SHOW SPONSOR	1,000.00
WAYNE COUNTY CLERK	2022 PRIMARY ELECTION	10,600.10
WAYNE HERALD	ADS AND NOTICES	1,895.04
	Grand Total:	150,908.33

**Special Designated License
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Johannie Byrd Brewing Company
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

~~LK-121870~~ 121 W Pearl St, Wayne, NE
Retail Liquor License Address or Non-Profit Business Address

LK-121870
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 7/20 7/21 _____

Event Start Time(s): 4p 5p _____

Event End Time(s): 1a 11p _____

Alternate Date: _____

Alternate Location Building & Address: _____

Event Building Name: 1912 City Hall

Event Street Address/City: 117 W 2nd Street Wayne, NE

Indoor area to be licensed in length & width: 411 X 70

Outdoor area to be licensed in length & width: 75 X 85 (Diagram Form #109 must be attached)

Type of Event: Expanded Beer Garden Estimate # of attendees: 150

Type of alcohol to be served: Beer Wine Distilled Spirits
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Greg Ptacek Event Contact Phone Number: 402-640-1489

Event Contact Email: greg@johanniebyrdbeer.com

*Signature Authorized Representative: [Signature] Printed Name Greg Ptacek

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

*Retail licensee – Must be signed by a member listed on permanent license
*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature Date

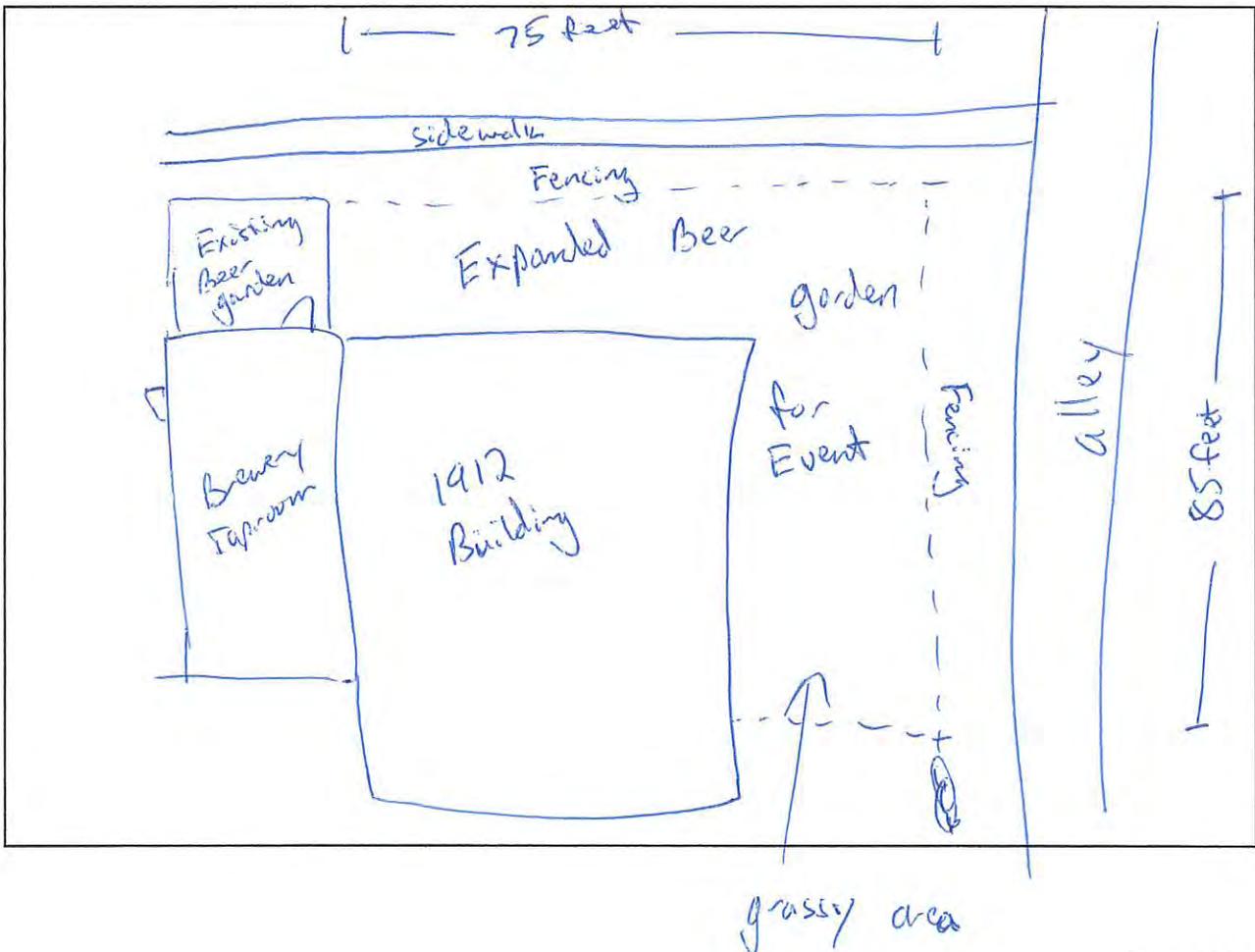
OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED

Designated Bouncer + Wristbands

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



RESOLUTION NO. 2022-43

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR LEAD (PAINT) SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 21-HO-35041 (OWNER-OCCUPIED HOUSING GRANT).

WHEREAS, the City of Wayne wishes to enter into a Consultant Agreement with NNEDD for lead (paint) services relating to Community Development Block Grant 21-HO-35041; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$15,000 for all allowable expenses agreed upon by the parties to complete the scope of work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Consultant Agreement with NNEDD for lead (paint) services relating to Community Development Block Grant 21-HO-35041, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 5th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
SERVICE/CONSULTANT AGREEMENT
FOR LEAD SERVICES**

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

WITNESSES THAT:

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

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

WHEREAS, the Community as part of its [2022] CDBG grant agreement with the Department, under contract number 21-HO-35041, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Wayne, for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

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

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. **In no event shall the total amount reimbursed by the Community exceed the sum of \$15,000.00.** Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current grant budgeted rate of \$1,500.00 per project. It is expressly

understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is expressly understood that Lead Services for the housing program will be for a maximum amount of \$15,000.00 of CDBG Housing Program Activities. Included in the \$15,000.00 is a \$500 per unit fee for lead-based paint testing and lead inspection; \$500 per unit fee for risk assessment; and \$500 per unit fee for clearance testing. (See scope of work for complete breakdown of services.) If additional clearance inspections are needed due to failed clearance an additional fee of \$500 will be assessed to the individual project contractor for each inspection needed to achieve clearance for the project.

Once Housing Program Activities exceed the grant requirements per Section E of Recitals of the grant contract, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated fee determined at the time of authorization.

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

4. Record Maintenance, Record Retention & Access to Records

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

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

- 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

- 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
 - 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

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

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

7. **Changes, Amendments, Modifications**

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance with Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

19. Executive Order 11246, As Amended

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

20. Conflict of Interest (2CFR200.318)

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

21. Audits and Inspections

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

22. Hold Harmless

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

23. Governing Law

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

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

ATTACHMENT #1
SCOPE OF WORK AND FEES for City of Wayne, Nebraska consisting of 1 page.

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

COMMUNITY

306 PEARL STREET WAYNE, NE 68787

BY _____

TITLE Mayor

DATE _____

CONSULTANT

111 South 1st Street Norfolk, NE 68701

BY _____

TITLE Executive Director

DATE _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1

SCOPE OF WORK

THE CONSULTANT WILL AS FOLLOWS:

1. Provide lead-based paint services to include the following:

Lead Inspection:

- Travel to and from job location
- Complete residential questionnaire and collect information regarding the unit
- Schematic overview of the unit and photo documentation
- Perform testing utilizing XRF and prepare report
- Perform lead wipe and soil tests
- Prepare samples and file documentation

Risk Assessment:

- Identify lead hazards and potential lead hazards upon review of the XFR report and sample reports
- Prepare documentation of observations, hazard control solutions, cost estimates, recommendations, reevaluation, and monitoring schedule

Clearance Testing:

- Travel to and from job location
- Visual inspection of the unit in conjunction with lead wipe and soil tests
- Review sample results and prepare clearance documentation for the client, contractor, and client file



NENEDD

Northeast Nebraska Economic Development District

EXHIBIT #1

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

BY: *Tom Bahr*
TITLE Board Chairman
DATE December 16, 2020

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

111 S. 1st Street Norfolk, NE 68701 (402) 379-1150

www.nenedd.org



equal housing opportunity

RESOLUTION NO. 2022-44

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR HOUSING MANAGEMENT SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 21-HO-35041 (OWNER-OCCUPIED HOUSING GRANT).

WHEREAS, the City of Wayne wishes to enter into a Consultant Agreement with NNEDD for housing management services relating to Community Development Block Grant 21-HO-35041; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$30,000 for all allowable expenses agreed upon by the parties to complete the scope of work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Consultant Agreement with NNEDD for housing management services relating to Community Development Block Grant 21-HO-35041, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 5th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
SERVICE/CONSULTANT AGREEMENT
FOR HOUSING MANAGEMENT**

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

WITNESSES THAT:

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

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

WHEREAS, the Community as part of its [2022] CDBG grant agreement with the Department, under contract number 21-HO-35041, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City of Wayne, for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

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

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. **In no event shall the total amount reimbursed by the Community exceed the sum of \$30,000.00.** Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1. It is expressly

understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is expressly understood that management of the housing program will be for a maximum amount of \$30,000.00 of CDBG Housing Program Activities.

Once Housing Program Activities exceed the grant requirements per Section E of Recitals of the grant contract, additional fees shall be negotiated for the additional basic services needed. The additional services shall be provided as authorized by the Community with compensation as a negotiated fee determined at the time of authorization.

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

4. Record Maintenance, Record Retention & Access to Records

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

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

- 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
- 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

- 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
 - 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

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

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance with Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of

the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

19. Executive Order 11246, As Amended

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

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

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

22. Hold Harmless

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

23. Governing Law

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

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

ATTACHMENT #1
SCOPE OF WORK AND FEES for Wayne, Nebraska consisting of 1 page.

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

COMMUNITY

306 PEARL STREET WAYNE, NE 68787

BY _____

TITLE Mayor

DATE _____

CONSULTANT

111 South 1st Street Norfolk, NE 68701

BY _____

TITLE Executive Director

DATE _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1

SCOPE OF WORK

THE CONSULTANT WILL AS FOLLOWS:

1. Provide housing administrative services for CDBG housing rehabilitation program.
2. Serve as the representative between homeowners, building contractors and the Community for rehabilitation projects.
3. Assist program applicants in application completion.
4. Maintain housing rehabilitation project files.
5. Conduct preliminary inspections of eligible homes in the Community.
6. Prepare all work write-ups and bid specifications.
7. Perform regular construction monitoring inspections.
8. Verify work completed and arrange progress payments to contractors.
9. Perform final inspections and certify completion of work.
10. Provide progress reports to the Community and Housing Rehabilitation Board.
11. Attend meetings of Community as required.
12. Keep current on CDBG housing rehabilitation guidelines.



NENEDD

Northeast Nebraska Economic Development District

EXHIBIT #1

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

BY: *Tom Deen*

TITLE Board Chairman

DATE December 16, 2020

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

111 S. 1st Street Norfolk, NE 68701 (402) 379-1150

www.nenedd.org



equal housing opportunity

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

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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.

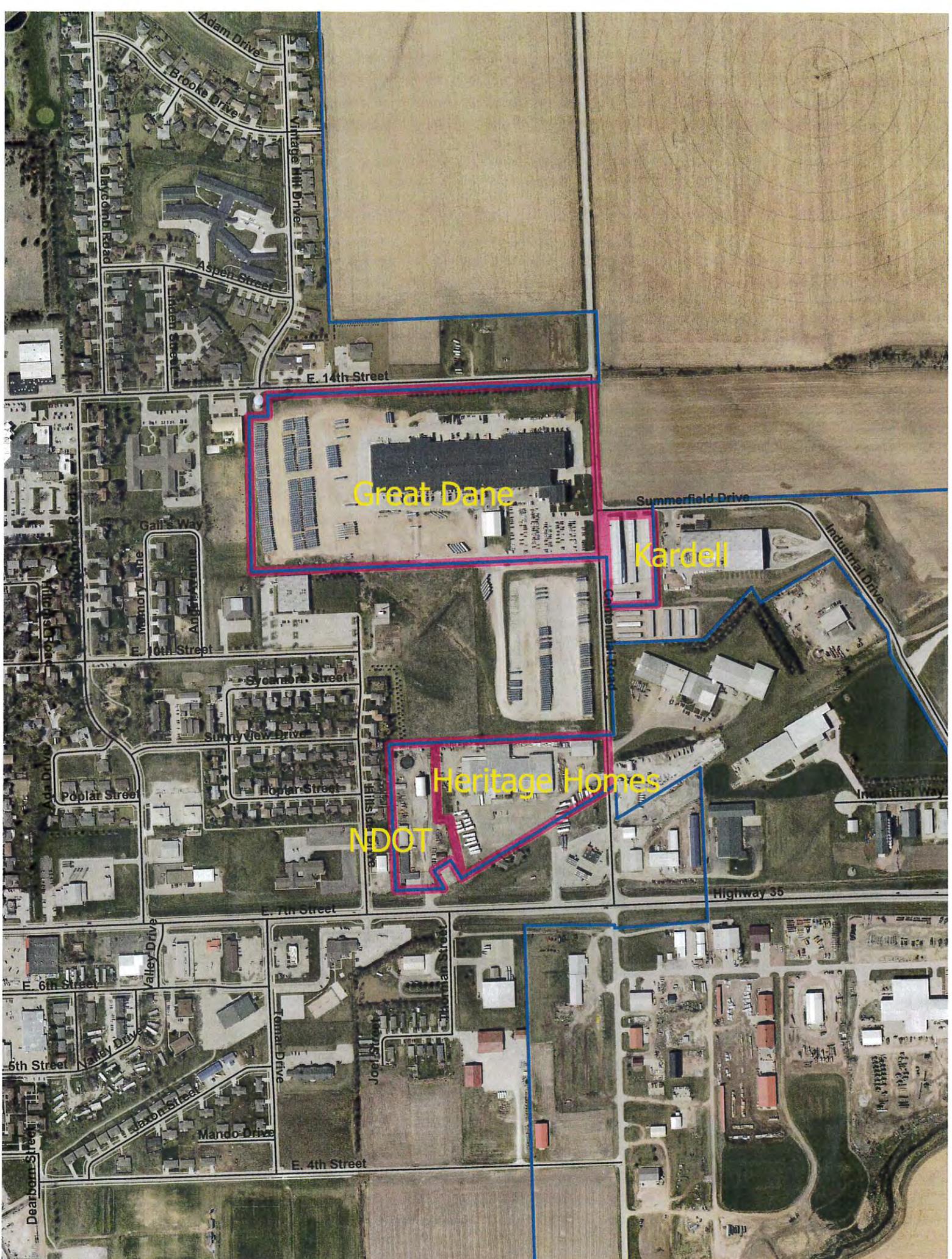
PASSED AND APPROVED this ____ day of _____, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



Great Dane

Kardell

Heritage Homes

NDOT