

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
May 16, 2023**

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

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

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

3. [Approval of Minutes – May 2, 2023](#)
4. [Approval of Claims](#)
5. [Action to appoint Phil Monahan as Fire Chief](#)
6. [Resolution 2023-34: Approving Water Well Permit Application – Lucas and Heidi Thompson](#)

Background: Lucas and Heidi Thompson have purchased two lots in the Tuffern Blue Estates Subdivision. They are requesting approval of a “Water Well Permit” to put in a 40 gpm well to accommodate their home they will be building out there. They have paid the \$200 permit fee, and included in the packet is their application form as well as a request to waive the impact study. In the past, staff has been recommending that the Council waive the impact study requirement for the following reasons:

- 1) A well this small would have no significant impact on the city wells;
- 2) If we cannot show any harm to a city well, we have no legal justification or authority to deny a private well on private property outside city limits; and
- 3) Nebraska well regulations are relatively strict, and licensed well drillers are closely regulated regarding protection against ground water pollution from use or construction of new wells.

7. [Public Hearing:](#) Class K (Catering Endorsement) Liquor License Application of McLaulvis LLC d/b/a “Good ‘Nuff Bar,” 111 E. 3rd Street (Advertised Time: 5:30 p.m.)

Background: Retail liquor license holders that have a Class K (catering) license are allowed unlimited special designated liquor licenses (SDLL) and are not required to pay the \$40 fee to the Liquor Commission and the City. A SDLL is required to sell alcoholic beverages at another location other than the licensed premises for a special event.

8. [Resolution 2023-35: Approving Class K \(Catering Endorsement\) Liquor License for McLaulvis LLC d/b/a “Good ‘Nuff Bar”](#)
9. Public Hearing: To consider the Planning Commission’s recommendation in regard to amending the Future Land Use Map of the Comprehensive Plan. The applicant for the request is the City of Wayne. (Advertised Time: 5:30 p.m.)

Background: The Planning Commission held another public hearing on this matter on May 1, 2023, to consider a request to amend the same (area on S. Main Street). After discussion and review, the Planning Commission did not change or amend their original recommendation.

10. [Ordinance: 2023-10: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne](#)
11. Public Hearing: Acquisition of real estate from Wayne Community School District #90-0017

Background: The City will be acquiring the West 33 feet of Lot 2, Community Schools Addition to the City of Wayne, Wayne County, Nebraska, which is directly adjacent to Oak Ridge Addition to the City of Wayne, Wayne County, Nebraska. This is the area that the trail is on.

12. [Resolution 2023-36: Approving the acquisition of real estate from Wayne Community School District #90-0017](#)
13. [Resolution 2023-37: Authorizing the sale of real estate to Wayne Community School District #90-0017](#)

Background: The sale of this parcel to the School is where the PK-2 Early Learning Center will be located that was approved by the voters back in March.

14. [Ordinance 2023-11: Directing the sale of real estate to the Wayne Community School District #90-0017](#)
15. [Ordinance 2023-12: Authorizing the release and abandonment of the North 16’ Easement of Lots 1 and 2, Hillcrest Addition, City of Wayne, Wayne County, Nebraska](#)

Background: Wayne State College wants to build a dorm on three lots and over the existing utility easement which is occupied. They need to have the utilities relocated so the easement can be vacated and they can then build.

16. Update on 513 Main Street (New Police and City Municipal Building Renovation Project)
17. Update on the Wayne Aquatic Center Pool
18. Closed session to discuss the potential negotiations on real property, to protect the reputation of an individual when the individual has not requested a public hearing
19. [Resolution 2023-38: Approving City Administrator Contract](#)

20. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
May 2, 2023**

The Wayne City Council met in regular session at City Hall on May 2, 2023, 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, Brittany Webber, Clayton Bratcher, Jason Karsky and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and Attorney Amy Miller. Absent: Councilmember Matt Eischeid.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of April 18, 2023, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

APPROVED 4/18/23: OTTE CONSTRUCTION, SE, 44348
VARIOUS FUNDS: ACES, SE, 1093.66; AMERITAS, SE, 3147.94; AMERITAS, SE, 97.94; AMERITAS, SE, 35.00; AMERITAS, SE, 168.44; AMERITAS, SE, 72.00; APPEARA, SE, 117.79; ATCO INTERNATIONAL, SU, 155.60; BOMGAARS, SU, 830.05; BORDER STATES INDUSTRIES, SU, 1336.00; CARHART LUMBER COMPANY, SU, 232.45; CARLSON WEST PVONDRA ARCHITECTS,

SE, 21005.14; CIRBA SOLUTIONS SERVICES, SU, 102.00; CITY EMPLOYEE, RE, 420.36; CITY EMPLOYEE, RE, 4200.00; CITY EMPLOYEE, RE, 146.07; CITY EMPLOYEE, RE, 415.29; CITY OF WAYNE, PY, 97266.73; CITY OF WAYNE, RE, 193.83; CJH TECHNOLOGIES, SE, 1000.00; CLAUSSEN & SONS IRRIG, SE, 256.09; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 10000.00; COMPLETE FLOORS, SE, 1990.00; DJ GONGOL & ASSOCIATES, SE, 2750.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 86.00; DUNKLAU, RYAN, RE, 30.00; FASTWYRE BROADBAND, SE, 1512.16; FIRST CONCORD GROUP, SE, 4284.64; FLOOR MAINTENANCE, SU, 232.39; GERHOLD CONCRETE, SU, 738.08; GRAINLAND ESTATES LLC, RE, 1799.69; HILAND DAIRY, SE, 330.59; HOEPPNER, CHAD, RE, 332.85; HYTREK LAWN, SE, 900.00; ICMA, SE, 8687.90; ICMA, SE, 127.36; ICMA, SE, 36.84; ICMA, SE, 186.63; ICMA, SE, 166.28; ICMA, SE, 413.68; ICMA, SE, 137.38; ICMA, SE, 70.00; ICMA, SE, 372.24; ICMA, SE, 255.46; ICMA, SE, 1460.02; IIMC, FE, 185.00; INTERNATIONAL CODE COUNCIL, FE, 145.00; IRS, TX, 10.38; IRS, TX, 44.36; IRS, TX, 16258.18; IRS, TX, 11290.81; IRS, TX, 3802.24; ISLAND SPRINKLER SUPPLY, SU, 766.63; JENSEN BUILDERS, RE, 1000.00; JEO CONSULTING GROUP, SE, 969.00; KASEYA US, SU, 356.50; KELLY SUPPLY COMPANY, SU, 181.81; MAAS, COURTNEY, SE, 103.75; MAIN STREET GARAGE, SE, 211.89; MARCO, SE, 175.92; MARCO TECHNOLOGIES, SE, 180.50; MATTHES, LONNIE, RE, 50.00; MONAHAN, PHILLIP, RE, 134.35; NE DEPT OF REVENUE, TX, 6.65; NE DEPT OF REVENUE, TX, 5207.12; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 111.00; NE STATE VOLUNTEER FIREFIGHTERS ASSOC, FE, 60.00; NICK'S WOOD SHOP, SE, 13645.45; NO SWETT FENCING, SU, 4350.00; NNEDD, FE, 7884.36; NNEDD, SE, 356.25; NORTHEAST POWER, SE, 21756.30; OLSSON, SE, 7128.46; O'REILLY AUTOMOTIVE STORES, SU, 165.43; PER MAR SECURITY SERVICES, SE, 984.83; PLUMBING & HEATING WHOLESALE, SE, 1176.16; PROKOP, KEN, RE, 384.00; SID SUDBECK CONSTRUCTION, RE, 35.00; SKL RENTALS, RE, 500.00; SPARTAN ATHLETIC, SU, 519.86; STAPLES, SU, 106.37; STATE NEBRASKA BANK-PETTY CASH, RE, 109.09; ULINE, SU, 396.81; UTILITY EQUIPMENT, SU, 1665.90; WAYNE COUNTY AG, RE, 500.00; WESCO, SU, 1904.60; WISNER WEST, SU, 157.56; WSC FOUNDATION CHEERLEADING, FE, 400.00; ZIMCO SUPPLY, SU, 2098.00; BEIERMANN ELECTRIC, SE, 3901.05; BLUE CROSS BLUE SHIELD, SE, 48325.17; BORDER STATES INDUSTRIES, SU, 586.31; BROWN, SANDY, SE, 182.83; CITY EMPLOYEE, RE, 902.82; DUTTON-LAINSON COMPANY, SU, 3884.10; ELLIS HOME SERVICES, SE, 144.00; FLOOR MAINTENANCE, SU, 966.73; FLOOR MAINTENANCE. SU. 340.84; GALE/CENGAGE LEARNING, SU, 102.66; GERHOLD CONCRETE, SU, 578.56; HELENA AGRI-ENTERPRISES, SU, 1372.50; HILAND DAIRY, SE, 15.31; HOMETOWN LEASING, SE, 365.84; MERCHANT SERVICES, FE, 80.46; MERCHANT SERVICES, FE, 4575.09; MERCHANT SERVICES. FE, 1374.35; MILLER LAW, SE, 5416.67; NORTHEAST POWER, SE, 6667.00; OPTK NETWORKS, SE, 408.54; O'REILLY AUTOMOTIVE STORES, SU, 7.64; PLUNKETT'S PEST CONTROL, SE. 299.99; PLUNKETT'S PEST CONTROL, SE, 968.91; POSTMASTER, SU, 1034.41; SANDRY FIRE SUPPLY, SU, 406.60; SKARSHAUG TESTING LAB, SE, 261.10; SOOLAND BOBCAT, SU, 888.31; STAPLES, SU, 394.71; STATE NEBRASKA BANK & TRUST, SE, 60.80; ULINE, SU, 111.44; VIAERO, SE, 70.86; WAED, SE, 8980.41; WAPA, SE, 22440.13

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

Administrator Blecke stated City staff is recommending that Council consider amending the 2018 IBC pertaining to storm shelters (Section 423). With both Wayne Community Schools and the City of Wayne (specifically the police department) renovating/constructing new buildings, staff/architects have

found the storm shelter sections to be very arduous. When the Council adopted and amended the 2018 IBC code in 2021, these provisions were not reviewed for amendment. While safety is always the key component of establishing and upholding building codes, the reason local jurisdictions have the ability to amend is so it can fit certain circumstances in their communities. Staff feels the amendments proposed in Ordinance 2023-9 protects the public, employees, and students, while making the code more cost effective to the end user/consumer. This section, if not amended, would require the garage that we will build to be storm rated to protect the vehicles. In addition, we would need to have our dispatch center storm protected as well (according to the IBC 500, it would have to sustain a 250 mph wind). Dispatch will also be located downstairs in the building. If we would build according to the IBC 500 Code, the building could be wiped away and dispatch could operate out of this “bomb shelter.” However, we have a communication tower at the old City Hall. If that is gone or destroyed, too, you cannot communicate. It does not make a lot of sense to bomb proof one area and be vulnerable at another area. We want to make sure the Police Department staff is protected and they feel comfortable in whatever we do. Staff does not think we need to go to the extreme and the cost of making this IBC 500 compliant. The code is kept intact. What has been added are exceptions.

Councilmember Karsky introduced Ordinance No. 2023-9, and moved for approval thereof; Councilmember Buck seconded.

ORDINANCE NO. 2023-9

AN ORDINANCE TO AMEND TITLE XV LAND USAGE, CHAPTER 150 BUILDING REGULATIONS; CONSTRUCTION, SECTION 150.15 BUILDING CODE; BUILDING PERMITS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

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

Councilmember Karsky made a motion, which was seconded by Councilmember Buck, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese stated the

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to move for final approval of Ordinance No. 2023-9. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Jill Brodersen, Architect, presented Application for Payment No. 8 in the amount of \$82,695 to OCC Builders, LLC, for the "Freedom Park Trailhead Project."

Councilmember Webber made a motion, which was seconded by Councilmember Buck, approving Application for Payment No. 8 for \$82,695 to OCC Builders, LLC, for the "Freedom Park Trailhead Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, setting the date for the next Council "Mini-Retreat" for Tuesday, May 30th, at 5:30 p.m. at the Wayne Fire Hall. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Administrator Blecke updated the Council on 513 Main Street (New Police and City Municipal Building Renovation Project). There is a second rendition. Councilmember Brodersen wanted to see what the architects' ideas are for the outside of the building. Administrator Blecke would forward the second rendition to the Council for their review.

Discussion took place on housing. Luke Virgil, Wayne Area Economic Development Director, stated there is a need for housing. Council needed to determine what level of development they wanted. Wayne is in need of residential lots. It is a question of size and location. There are approximately 25-28 empty lots in Wayne at this time. Wayne should probably have 100 available lots. Incentives were discussed (water & sewer). Affordable housing is now considered to be at \$325,000. This makes it difficult

for the average employee or average household to consider building a home. Continued discussions will take place.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, 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. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried, and executive session began at 6:22 p.m.

Mayor Giese again stated the matter to be discussed in executive/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, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried, and open session resumed at 6:48 p.m.

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



City of Wayne, NE

Council Approved on 5/2/23

OTTE CONSTRUCTION		FREEDOM PARK TRAILHEAD #8	82,695.00
Vendor	Payable Description	Payment Total	
ACE HARDWARE & HOME	HEATER/TRAY SETS/PAINT/TOOLS	770.40	
AMERITAS LIFE INSURANCE	AMERITAS ROTH	181.97	
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	97.94	
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00	
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00	
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,304.78	
APPEARA	LINEN & MAT SERVICE	142.11	
BAKER & TAYLOR BOOKS	BOOKS	855.68	
BARGSTADT, DARRIN	LIFEGUARD CLASS REFUND	125.00	
BORDER STATES INDUSTRIES, INC	GROUNDING GLOVES/DIE SET	367.58	
CARLSON, KERI	LIFEGUARD CLASS REFUND	125.00	
CINTAS	FIRST AID SUPPLIES	277.70	
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	102.00	
CITY EMPLOYEE	VISION REIMBURSEMENT	349.00	
CITY EMPLOYEE	NDOT PARKING CHARGES	38.00	
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	343.20	
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	173.97	
CITY OF WAYNE	MOVE MONEY TO INVESTMENTS	1,000,000.00	
CITY OF WAYNE	FIRE DEPT PAYROLL	9,017.52	
CITY OF WAYNE	PAYROLL	97,711.16	
CITY OF WAYNE	UTILITY REFUNDS	3,531.50	
COLONIAL RESEARCH	MARKING PAINT	595.11	
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	582.95	
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	19,964.96	
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	62.36	
DAUM TREE SERVICE	GRIND 3 STUMPS	337.50	
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	60.00	
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,851.57	
DEMCO INC	DISPLAY BOXES/BINDER TAPE/DODDLE DUDES BAGS	302.29	
DUFFY, DAVID	BUILDING PERMIT DEPOSIT REFUND	500.00	
ENGINEERED EQUIPMENT SOLUTIONS INC	SLUDGE PUMP REBUILD	6,089.89	
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	111.10	
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	758.08	
GROSSENBURG IMPLEMENT INC	BEARINGS	920.00	
HAWKINS, INC	POOL CHEMICALS/CHLORINE/ZETAG POLYMER	5,714.81	
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	233.57	
HYDRAULIC EQUIPMENT	DIGGER DERRICK/BUCKET TRUCK TESTING	3,381.96	
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,430.90	
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	36.84	
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,702.50	
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	255.46	
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	413.68	

ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	70.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	372.24
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	137.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	186.63
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	127.36
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	166.28
INGRAM LIBRARY SERVICES	BOOKS	434.35
IRS	FICA WITHHOLDING	1,488.00
IRS	MEDICARE WITHHOLDING	348.00
IRS	FEDERAL WITHHOLDING	2,043.08
IRS	FICA WITHHOLDING	16,402.22
IRS	FEDERAL WITHHOLDING	11,576.09
IRS	MEDICARE WITHHOLDING	3,835.96
ISLAND SPRINKLER SUPPLY CO	IRRIGATION CHECK VALVES/SOLENOID KIT	621.32
JACK'S UNIFORMS	POLICE OFFICER SHIRT/PANTS	273.80
KTCH AM/FM RADIO	CAC/GREEN TEAM ADS	1,355.00
LEAGUE OF NEBRASKA MUNICIPALITIES	FINANCE CONFERENCE	505.00
LUTT OIL	GASOLINE	5,846.37
MELENA, PAT	AUDITORIUM DEPOSIT REFUND	200.00
MICHAEL TODD INDUSTRIAL SUPPLY	STREET SIGNS/BRACKETS	1,022.90
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION/MONITORING FEE	839.19
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	493.82
NDEE-FISCAL SERVICES	POOL OP CERTIFICATES	80.00
NE DEPT OF REVENUE	STATE WITHHOLDING	21.40
NE DEPT OF REVENUE	STATE WITHHOLDING	5,261.20
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	8,076.56
NICK'S WOOD SHOP	SENIOR CENTER CABINETS	5,848.05
NORFOLK DAILY NEWS	RECREATION SERVICE COORDINATOR AD	235.99
OLSSON	FAIRGROUNDS AVE RECREATIONAL DEVELOPMENT	23,000.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	84.60
O'REILLY AUTOMOTIVE STORES, INC.	CABIN FILTER	8.63
OVERDRIVE, INC.	AUDIO/E BOOKS	906.35
PAC N SAVE	EASTER EGG COLORING/OPEN HOUSE COFFEE	33.23
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,016.99
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
SKID STEER NATION LLC	SERRATED CUTTING EDGE FOR PLOW	10,666.75
STADIUM SPORTING GOODS	EMBROIDERY	24.00
STAPLES, INC	OFFICE SUPPLIES	95.51
THRASHER	BUILDING PERMIT DEPOSIT REFUND	500.00
TRUCK CENTER COMPANIES	FIX A/C/INCREASE HORSE POWER ON FREIGHTLINER	2,558.56
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,264.22
VERIZON WIRELESS SERVICES LLC	CELL PHONES	584.08
WAYNE AUTO PARTS	GROMETS/FILTERS/OIL/BATTERY/JIMMY BAR	634.60
WAYNE COUNTY CLERK	FILING FEES	66.00
WAYNE HERALD	CAC ADS	524.00
WAYNE HERALD	GREEN TEAM MOVIE ADS	380.00
WAYNE HERALD	ADS AND NOTICES	2,478.60
WESCO DISTRIBUTION INC	BOX PAD	898.80
	Grand Total:	1,369,215.15

RESOLUTION NO. 2023-34

A RESOLUTION APPROVING WATER WELL PERMIT – LUCAS AND HEIDI THOMPSON.

WHEREAS, the City of Wayne, by and through the City Clerk's office, on May 9, 2023, received a Water Well Permit Application from Lucas and Heidi Thompson, of which a copy is attached hereto, to construct a domestic well having a pumping capacity of 40 gallons per minute; and

WHEREAS, said applicants have requested that the City waive the required engineering impact study/statement on the proposed domestic well; and

WHEREAS, said applicants have paid the required permit fee of \$200.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Water Well Permit Application be, and the same is hereby approved, and the requirement for an engineering impact study/statement is waived.

PASSED AND APPROVED this 16th day of May, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Water Well Permit Application

Date 5/8/2023

Applicant(s) Lucas + Heidi Thompson

Address of Applicant _____

The above named applicant(s) request permission to construct or have constructed a water well.

Legal Description & Address of Well Site Lot 1A and Lot 1B of the corrected

Administrative replat of Lot 1 and 2 of the Amended Plat of

Lufton Blue Estates Subdivision tract of land located in the Southwest
Quarter of Section 1 Township 26 North Range 3, East of the 6th PM Wayne County

Intended Use of Well (Non-Domestic) (Domestic) (Geo-Thermal) _____

Desired Well Capacity (gpm) 40

The applicant(s) agree to and acknowledge as condition contingent to granting of this permit that when the well is completed the applicant(s) will provide the City with the following information:

Name of Well Driller Dretz Well & Pump Co

Address 1310 S Elkhorn St Norfolk NE 68701

Date Well(s) Completed _____

Depth of Well(s) _____

Size of Casing, Screen, or Bore (Geo-Thermal) _____

Length of Casing, Screen, or Bore (Geo-Thermal) _____

Type of Pump Installed _____

Motor Size (H.P.) _____

Out of Pump (gpm) _____

The applicant shall provide to the City a map, drawn to scale, of all well(s) location(s) as they relate to the property pins.

Lufton Blue
estates 2214

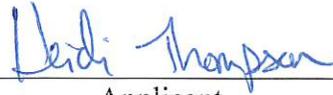
The applicant(s) agree(s) to furnish the City with samples of the water and/or a driller well(s) log(s) if requested.

A non-refundable application fee of \$200.00 must accompany the application. (Resolution #2001-16)

The applicant(s) agree(s) to complete the Impact Statement as per attached Scope of Services document.



Applicant



Applicant

APPROVAL:

Water/Wastewater Superintendent Date

Zoning Administrator Date

APPROVAL:

Mayor Date

City Clerk Date

5/9/2023

Lucas and Heidi Thompson request the city of Wayne wave the impact study so they can dig a domestic well on their property at 2216 Tuffern Blue Estates.

Thank you

Lucas Thompson

WELL PERMIT

§ 53.057 WELLS PROHIBITED.

It shall be unlawful for any person, other than the city, to have a well, construct a well, or repair a well within the city limits. Any existing non-conforming well shall be terminated and abandoned. (2002 Code, § 82-189) Penalty, see § 53.999

§ 53.058 REGISTRATION.

(A) All persons having a well within the zoning jurisdiction of the city, as prescribed by Neb. RS 16-901, shall register such well with the City Clerk.

(B) Such registration shall be on a form furnished by the City Clerk and shall contain the following information:

- (1) Location of the well site;
- (2) Description of the use of the well;
- (3) Capacity of the well;
- (4) Name of the person drilling the well;
- (5) Date the well was completed, or date to be completed;
- (6) Depth of the well; and
- (7) Type and size of the pump installed.

(2002 Code, § 82-190)

Statutory reference:

Related provisions, see Neb. RS 46-638

§ 53.059 PERMIT APPLICATION.

Any person desiring to drill a well or replacement well within the zoning jurisdiction of the city shall apply to the city for a permit for drilling of such well. All applications for permits shall be made on forms furnished by the City Clerk.

(2002 Code, § 82-191)

§ 53.060 PERMIT FEES.

The completed application for a well in which a pump of 50 gallons per minute or less capacity is to be installed, and the well is to be used for domestic use and for no other use, shall be accompanied by the current non-refundable permit application fee. The completed application for a replacement well, which replaces a well that has been properly abandoned and capped as determined by the city's designee, shall be accompanied by the current non-refundable permit application fee. Each completed application in which a pump of over 50 gallons per minute capacity is to be installed, or the well is to be used for any non-domestic use, shall be accompanied by the current non-refundable permit application fee.

(2002 Code, § 82-192)

§ 53.061 HEARING.

Council shall hold a public hearing to consider the application for any well in which a pump of over 50 gallons per minute capacity is to be installed, or the well is to be used for any non-domestic use, after which the Council shall either grant or deny the application for permit upon determination as to whether the proposed well will pollute or injure the water source for the supply of water for the city.

(2002 Code, § 82-193)

RESOLUTION NO. 2023-35

WHEREAS, McLaulvis, LLC, d/b/a “Good ‘Nuff Bar,” made application to the Nebraska Liquor Control Commission for a Retail Class K (Catering Endorsement) Liquor License at 111 E. 3rd Street, Wayne, Wayne County, Nebraska; and

WHEREAS, said application has been forwarded to the City of Wayne for public hearing and recommendation by the City Council; and

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on May 4, 2023; and

WHEREAS, a hearing was held on May 16, 2023, and all persons desiring to present evidence for or against said application were heard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the application of the license aforementioned be recommended for approval to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 16th day of May, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: April 24, 2023

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

McLaulvis LLC dba Good Nuff Bar
111 E 3rd St, Wayne / 68787 County, WAYNE
Application for Class C - 125568
45 days - 6.8.23

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

Clerk's name DATE

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License
Class: K

License
Number: 125568

Office Use only

Date Stamp HERE ONLY
Do not stamp any of the following pages

- Application fee \$100.00
- Please pay online at: www.ne.gov/go/NLCCpayport
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

LICENSEE

McLaulvis LLC

TRADE NAME

Good 'Nuff Bar

PREMISES ADDRESS

111 E 3rd St

CITY

Wayne

ZIP CODE

68787

CONTACT PERSON

Scot Saul

PHONE NUMBER

402-369-6934

EMAIL

goodnuffbar23@gmail.com

Scot Saul
Signature of **APPLICANT**

Scot Saul
Printed Name of **APPLICANT**

Office use only

PAYMENT TYPE Payport

AMOUNT \$100 RCPT

RECEIVED: 4/13/2023

DATE DEPOSITED _____



2300003989

ORDINANCE NO. 2023-10

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

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

Section 1. On July 18, 2017, the City of Wayne adopted the “Comprehensive Plan” for the City of Wayne, Nebraska, and then approved the amendments thereto on May 19, 2020, January 5, 2021, and March 15, 2022.

Section 2. The Planning Commission, upon review of the “Future Land Use Map” of the Comprehensive Plan at their public hearing held on May 1, 2023, recommended approval of amendments thereto, based upon the following “Finding of Fact:”

➤ Staff’s recommendation.

Section 3. The existing “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, is hereby repealed, and the amended “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, of which a copy thereof is attached hereto and incorporated herein by reference, shall now be made a part of said Comprehensive Plan.

Section 4. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this ____ day of _____, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: May 2, 2023

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on May 1, 2023, the Wayne Planning Commission made a recommendation on the following public hearing.

Public Hearing: Amending the Future Land Use Map; Applicant being: 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 Giese and seconded by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council amending the Future Land Use Map by moving the five recently annexed properties into the Corporate Limits as industrial and to have the City Council continue to work on areas that are targeted for annexation by 2027, with the findings of fact being, staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

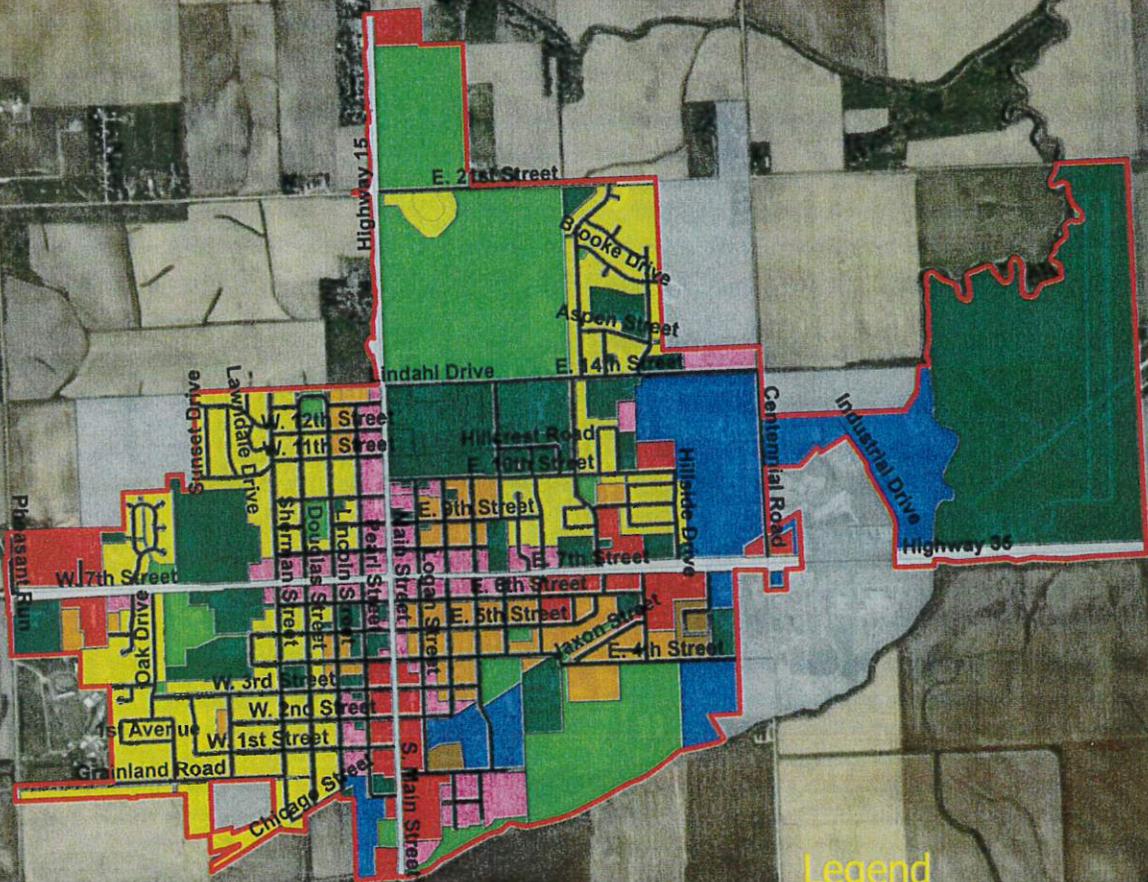
JH:cb

FUTURE LAND USE MAP

CORPORATE LIMITS

Wayne, Nebraska

2027



Legend

-  City Limits
-  Areas Targeted for Annexation
-  Commercial
-  Highway Corridor
-  Industrial
-  Mixed Use Residential/Commercial
-  Mobile Home Residential
-  Multifamily Residential
-  Parks/Recreation
-  Public/Quasi-Public
-  Single Family Residential
-  STREETS

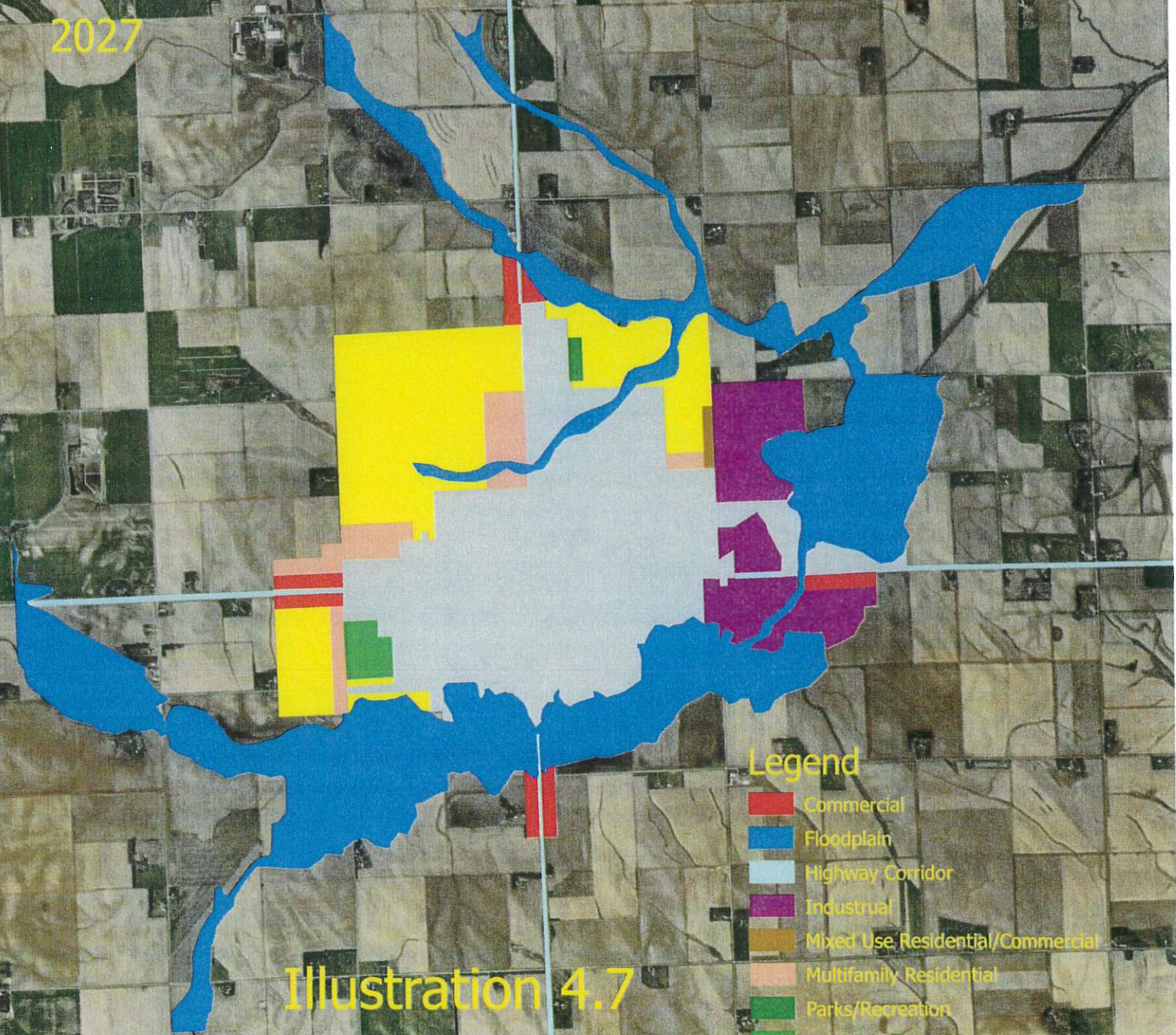
Illustration 4.6

FUTURE LAND USE MAP

TWO MILE PLANNING JURISDICTION

Wayne, Nebraska

2027



Legend

- Commercial
- Floodplain
- Highway Corridor
- Industrial
- Mixed Use Residential/Commercial
- Multifamily Residential
- Parks/Recreation
- Public/Quasi-Public
- Single Family Residential
- Wayne Incorporated Area

Illustration 4.7

RESOLUTION NO. 2023-36

A RESOLUTION APPROVING THE ACQUISITION OF REAL ESTATE LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.

WHEREAS, City staff has concluded negotiations for the acquisition of land located in the City of Wayne, Wayne County, Nebraska, legally described as follows:

Legal Description:

The West 33 feet of Lot 2, Community Schools Addition to the City of Wayne, Wayne County, Nebraska. Said strip of land is directly adjacent to Oak Ridge Addition to the City of Wayne, Wayne County, Nebraska,

from Wayne Community School District #90-0017 for the sum of \$1.00 and other valuable consideration; and

WHEREAS, the Mayor is hereby authorized to execute the necessary documents to carry out the acquisition thereof.

PASSED AND APPROVED this 16th day of May, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ADMINISTRATIVE LOT SPLIT OF LOTS 2 & 3, COMMUNITY SCHOOLS ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA

LEGAL DESCRIPTION:
LOTS 2, 3 AND 3A OF THE ADMINISTRATIVE REPLAT OF LOTS 2 AND 3, COMMUNITY SCHOOLS ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

CONSENT AND DEDICATION OF OWNERS:
I, the undersigned, being the owner of the above described property, do hereby consent and dedicate to the City of Wayne, Nebraska, the use of the above described property for the purposes of the City of Wayne, Nebraska, and I hereby agree to the terms and conditions set forth herein. My consent and dedication shall be in full force and effect from the date hereof until the date of the next election of the City of Wayne, Nebraska, and I shall be bound by the terms and conditions of this agreement for the term of my ownership of the above described property.

ABSTRACTOR CERTIFICATE:
I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the public records of the State of Nebraska.

SURVEYOR'S CERTIFICATE:
I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the public records of the State of Nebraska.

ACKNOWLEDGMENT OF OWNER:
I, the undersigned, do hereby acknowledge the foregoing and agree to the terms and conditions set forth herein.

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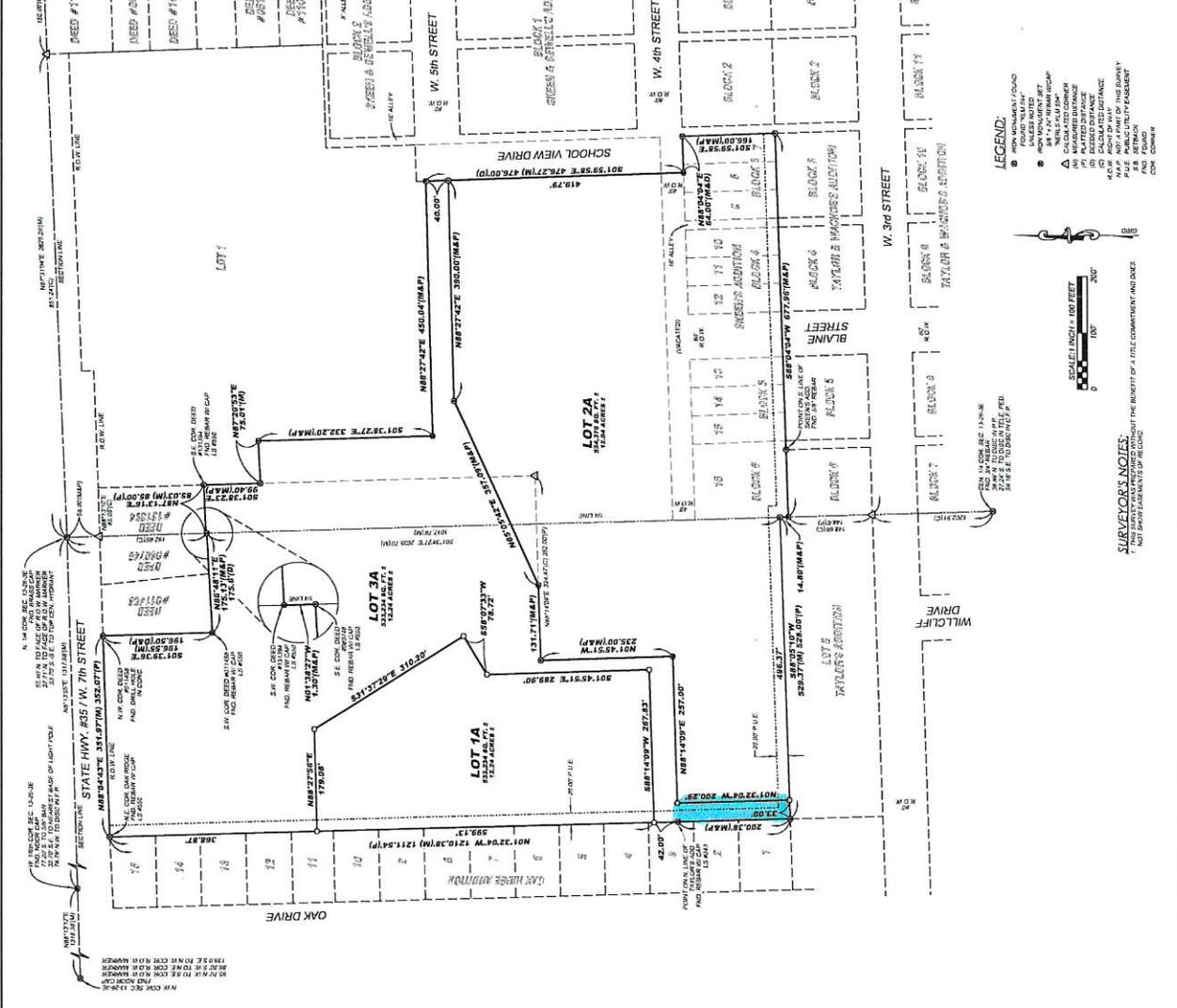
ACKNOWLEDGMENT OF OWNER:
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ACKNOWLEDGMENT OF OWNER:
I, the undersigned, do hereby acknowledge the foregoing and agree to the terms and conditions set forth herein.

THIS DOCUMENT IS NOT VALID UNLESS IT IS SIGNED BY THE SURVEYOR AND THE CITY ENGINEER AND THE CITY CLERK.



McLaurry Engineering, Inc.

McLaurry ENGINEERING

CITY AND SCHOOL DISTRICT OF WAYNE

ADMINISTRATIVE LOT SPLIT

SCALE 1" = 100' DATE: 05/02/23 JOB NO: 4230304

DRAWN BY: PK APPROVED BY: KM SHEET 1 OF 1

PAPER: 27.734

RESOLUTION NO. 2023-37

A RESOLUTION AUTHORIZING THE SALE OF A TRACT OF LAND LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.

WHEREAS, the City of Wayne is the owner of the following described property, to-wit:

Legal Description:

Lot 1A, Administrative Lot Split of Lots 2 & 3, Community Schools Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, there are no current delinquent real estate taxes or special assessments payable to Wayne County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Clerk is directed to prepare an ordinance directing the sale of the following parcel of real estate legally described as follows:

Legal Description:

Lot 1A, Administrative Lot Split of Lots 2 & 3, Community Schools Addition to the City of Wayne, Wayne County, Nebraska,

to Wayne Community School District #90-0017 for the sum of \$1.00 and other valuable consideration.

PASSED AND APPROVED this 16th day of May, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



707
705
703

701

W. 7th Street

612
606
600
524
518
512
506
500
424
418
412
406
417
400
322
316 316

Oak Drive

613
607
601
525
519
513
507
505
425
419
413
407
401
323
317

809 803 721

901

611

611

3rd Avenue

1000 920 914 906 904 810 806 710 708 706 702

614 612

306
302

W. 3rd Street

[Back to Top](#)

ORDINANCE NO. 2023-11

AN ORDINANCE DIRECTING THE SALE OF A TRACT OF LAND IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to Wayne Community School District #90-0017 a tract of land legally described as:

Legal Description:

Lot 1A, Administrative Lot Split of Lots 2 & 3, Community Schools
Addition to the City of Wayne, Wayne County, Nebraska,

for the sum of \$1.00 and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 16th day of May, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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ORDINANCE NO. 2023-12

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE NORTH 16 FOOT EASEMENT OF LOTS 1 AND 2, HILLCREST ADDITION, CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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 North 16 foot easement of Lots 1 and 2, Hillcrest Addition, City of Wayne, Wayne County, Nebraska.

Section 2. The City hereby releases and abandons the North 16 foot easement of Lots 1 and 2, Hillcrest Addition, City of Wayne, Wayne County, Nebraska.

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 16th day May, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2023-38

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 16th day of May, 2023

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 16th day of May, 2023, 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 ~~\$117,553.49~~ \$ _____. 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, 2023, and shall remain in effect through May 31, 2024, 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