

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
August 1, 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 – July 18, 2023](#)
4. [Approval of Claims](#)
5. [Report to Council on LB 840 Activity — Luke Virgil, Director of Wayne Area Economic Development](#)
6. [Action on Application for Payment No. 11 in the amount of \\$15,784 to OCC Builders, LLC, for the Freedom Park Trailhead Project — Jill Brodersen, Architect](#)

**Background:** This is for work completed and approved by the Project Architect.

7. [Action on Application for Payment No. 1 in the amount of \\$83,033.56 to Vrba Construction, Inc., for the “2023 Wayne Sanitary Sewer Service Improvement Project” — Roger Protzman, JEO Consulting Group, Inc.](#)

**Background:** This is for work completed and approved by the Project Engineer.

8. [Ordinance 2023-14: Amending Wayne Municipal Code Title VII Traffic Code, Prohibitions and Enforcement, Section 78-13 Stop Sign Locations; West of Main Street, South of 7<sup>th</sup> Street \(Second Reading\)](#)
9. [Ordinance 2023-15: Amending Wayne Municipal Code Title XV Land Usage, Chapter 152 Zoning, Section 152.111 SFP Floodplain District \(Second Reading\)](#)
10. [Ordinance 2023-16: Amending Wayne Municipal Code Title XI Business Regulations, Chapter 110 Occupation Taxes, Section 110.07 Utility Franchise Fees](#)

**Background:** This amendment comes to you from budget discussions. The last amendment made to these franchise fees was in 2014, and before that, in 2007. If approved, all franchise fees will be the same for electric, water and sewer – 10.5%.

11. [Resolution 2023-48: Authorizing the allocation of property taxes to the Wayne Airport Authority - \\$79,044 \(last year - \\$69,337\)](#)

12. [Resolution 2023-49: Authorizing the allocation of property taxes to the Wayne Community Redevelopment Authority – 2.6 cents per \\$100.00 of the taxable value of real property within the City of Wayne](#)

**Background:** The Community Redevelopment Authority has met and reviewed their proposed budget for the 2023/2024 fiscal year and is requesting that the Council approve a 2.6 cent levy that is made available to the Authority by State Statute.

13. [Resolution 2023-50: Approving Wayne County Local Emergency Operations Plan](#)

**Background:** This Local Emergency Operations Plan is set to expire in August and needs to be renewed. Marlen will be available to answer any questions you may have.

14. [Resolution 2023-51: Approving Memorandum of Understanding with Wayne Community School District #90-0017 for a “School Resource Officer”](#)

**Background:** Wayne Public Schools approached us inquiring whether an agreement could be reached to add a part-time School Resource Officer (SRO) to work approximately 10 hours per week within the school district buildings this coming school year. The Memorandum of Understanding (MOU) is a required document by State Statute for the schools to move forward that would need approval by both the School and the City.

15. [Resolution 2023-52: Approving Interlocal Agreement to share Law Enforcement Resources with Wayne Community School District #90-0017](#)

**Background:** If the MOU is approved, the Interlocal Agreement between the School District and the City of Wayne was created describing the work expected, along with details of liability coverage, training expectations and costs associated to the position. Per State Statute, the SRO position and school administration are required to obtain 20 hrs of specialized training within six months of the start of the SRO program. The School District has agreed to fund the training in full for their administration involved and the Police Administrator, along with the officer assigned the SRO position. This type of program has never existed within the Wayne School District before, hence the Interlocal Agreement is for a trial period of one year. The SRO position would not add additional staff to the Police Department, and at this point, only added some scheduling changes to make it work, as long as the Police Department is able to maintain its current staffing level.

16. [Resolution 2023-53: Approving the specifications and authorizing the purchase of a John Deere 320G Skid Steer Loader and related equipment as per the bid proposal received from Murphy Tractor & Equipment \(\\$56,800\) through the Sourcewell Cooperative Pricing Program](#)

**Background:** Payment for this vehicle will not be made until after October 1<sup>st</sup>.

17. [Resolution 2023-54: Amending Fee Schedule](#)

**Background:** The proposed changes are in red. Please review and bring forward any other changes you may want to make in the schedule.

18. Appointment of Dwaine Spieker to the Planning Commission
19. Action to set Council Retreat Date – August 29, 2023 at 5:30 p.m. in the Freedom Park Trailhead Building
20. Budget Update

**Background: This is an opportunity for Council to review their budget books again and ask questions, etc., if you have any.**

21. [Discuss/Update on the potential negotiations on real property](#)
22. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
July 18, 2023**

The Wayne City Council met in regular session at City Hall on July 18, 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 Brent Pick, Terri Buck, Nick Muir, Brittany Weber, 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 Webber, to approve the minutes of the meeting of July 6, 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:

**VARIOUS FUNDS:** ALL HOURS TOWING, SE, 225.00; AMERITAS, SE, 168.44; AMERITAS, SE, 35.00; AMERITAS, SE, 123.30; AMERITAS, SE, 72.00; AMERITAS, SE, 3568.60; APPEARA, SE, 56.51; ASSOCIATION FOR RURAL & SMALL LIBRARIES, FE, 50.00; BAKER & TAYLOR BOOKS, SU, 419.51; BLACK HILLS ENERGY, SE, 470.68; CIRBA SOLUTIONS SERVICES, SU, 204.00; CITY EMPLOYEE, RE, 67.52; CITY OF WAYNE, PY, 121971.62; CITY OF WAYNE, RE, -198.78; CITY OF

WAYNE, RE, 268.03; CIVICPLUS, SE, 160.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 45000.00; COPY WRITE PUBLISHING, SE, 417.75; CORE & MAIN, SU, 3330.72; COTTONWOOD WIND PROJECT, SE, 8676.41; DAS STATE ACCTG-CENTRAL FINANCE, SE, 62.36; DAVE'S DRY CLEANING, SE, 24.00; DOESCHER REPAIR, SE, 134.00; ELKINS PORTABLE RESTROOMS, SE, 260.00; FAITH REGIONAL PHYSICIAN SERV, SE, 99.50; GERHOLD CONCRETE, SU, 2593.28; GROSSENBURG IMPLEMENT, SU, 228.98; HAWKINS, SU, 2858.86; HILAND DAIRY, SE, 111.20; HYDRAULIC SALES & SERVICE, SE, 415.94; ICMA, SE, 8474.99; ICMA, SE, 36.84; ICMA, SE, 413.68; ICMA, SE, 142.75; ICMA, SE, 189.32; ICMA, SE, 200.00; ICMA, SE, 166.28; ICMA, SE, 495.46; ICMA, SE, 2180.90; ICMA, SE, 127.36; ICMA, SE, 70.00; IRS, TX, 20025.10; IRS, TX, 4683.24; IRS, TX, 12808.96; J. F. AHERN CO, SE, 356.00; JEO CONSULTING GROUP, SE, 1860.00; KTCH, SE, 155.00; MID-IOWA SOLID WASTE, SE, 95896.04; MIDWEST LABORATORIES, SE, 288.07; MIDWEST TAPE, SU, 127.98; MUNICIPAL SUPPLY, SU, 1317.50; NDEE-FISCAL SERVICES, FE, 40.00; NE DEPT OF REVENUE, TX, 6111.39; NE LIBRARY ASSOCIATION, FE, 75.00; NE LIBRARY COMMISSION, RE, 2482.00; NE POWER REVIEW BOARD, SE, 963.97; NORTHEAST TIRE SERVICE, SE, 385.00; OCLC, SE, 575.06; ODEYS, SU, 558.00; O'REILLY AUTOMOTIVE STORES, SU, 124.36; OVERDRIVE, SU, 1146.19; PEPSI COLA OF SIOUXLAND, SU, 228.57; PETERS, TRICIA, RE, 125.00; PLUNKETT'S PEST CONTROL, SE, 107.64; PSYCHOLOGICAL RESOURCES, SE, 150.00; SCHLICKBERND'S APPLIANCE, SU, 954.00; SCHULTZ, EVERETT, RE, 1000.00; SEBADE HOUSING, RE, 8624.24; STADIUM SPORTING GOODS, SE, 144.00; STAPLES, SU, 6.97; TYLER TECHNOLOGIES, SE, 3283.75; US BANK, SU, 10544.56; US FOODSERVICE, SU, 2997.96; UTILITY EQUIPMENT, SU, 7240.90; VERIZON, SE, 584.08; WAED, RE, 2000.00; WAYNE COUNTY CLERK, SE, 144.00; WAYNE STATE COLLEGE, SU, 60.00; WAYNE VETERINARY CLINIC, SE, 210.00; WESCO, SU, 236.47; WAPA, SE, 23259.01; ZACH HEATING & COOLING, SE, 1581.60; BIG RIVERS ELECTRIC CORPORATION, SE, 261108.04; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 1500.00; FLOOR MAINTENANCE, SU, 454.93; JILL BRODERSEN, AIA, SE, 864.00; LUTT TRUCKING, SE, 325.00; MEYER, SU, 1500.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 59.00; OLSSON, SE, 24229.95; SKARSHAUG TESTING LAB, SE, 260.29; SOOLAND BOBCAT, SU, 63.60

Councilmember Buck made a motion, which was seconded by Councilmember Bratcher, to approve the claims.

Councilmember Brodersen noted she would be abstaining from her claim.

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

Phil Monahan, Fire Chief, requested Council consideration to approving Logan Miller's membership application to the Wayne Volunteer Fire Department.

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

Mayor Giese declared the time was at hand for the public hearing on the Community Development Block Grant — Land and Water Conservation Funds - \$600,000.

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

The City of Wayne is requesting \$600,000 in Land and Water Conservation Funds (LWCF) for implementing the third phase of their Prairie Park project, including lake access for kayaks, ADA jetties for fishing access, a bridge, ADA trail access to the lake, and a bathhouse for future campers. Total project costs will be \$1,200,000, with a \$600,000 match from the City. In an effort to improve quality of life for Wayne residents through outdoor recreation, the City has determined outdoor water recreation that is accessible for all residents is a priority. The project is in the Wayne Municipal Area in the southeast corner of the City and repurposes an old lagoon site that is owned by the City. No businesses, farms, or residents will be displaced because of this project.

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

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

Councilmember Brodersen introduced Resolution 2023-47, and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2023-47

#### A RESOLUTION ON THE DEVELOPMENT FOR OUTDOOR RECREATION — PRAIRIE PARK 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.

The following ordinance comes forward from the request of Mick Kemp at the last meeting to replace the stop sign on the west corner of 5<sup>th</sup> Street and Schoolview Drive. By putting this stop sign location in the municipal code book, the same will be enforceable. In addition, staff also including a stop sign on West 7<sup>th</sup> Street at the south approach of the Community Activity Center driveway.

Councilmember Brodersen introduced Ordinance 2023-14, and moved for approval thereof; Councilmember Buck seconded.

ORDINANCE NO. 2023-14

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, PROHIBITIONS AND ENFORCEMENT, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, SOUTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Joel Hansen, Street and Planning Director, stated the City's floodplain ordinance was last adopted when the existing maps were still preliminary and referenced as such in the ordinance. During an audit this year with the Nebraska Department of Natural Resources, it was discovered that the ordinance was never updated to reflect the map being made permanent in 2008. This is an oversight that needs to be corrected to keep us in compliance with the National Flood Insurance Program.

The only change in the ordinance is the reference to the date of the map.

Councilmember Brodersen introduced Ordinance 2023-15, and moved for approval thereof; Councilmember Karsky seconded.

ORDINANCE NO. 2023-15

AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.111 SFP FLOODPLAIN DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; 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. The second reading will take place at the next meeting.

The budget work session then took place.

Beth Porter, Finance Director, reviewed the proposed budget.

- Franchise fees for electric, water and sewer will be amended as follows: Electric – 10.5% (stayed the same); Water – will increase from 8% to 10.5%; and Sewer – will increase from 7% to 10.5%.
- An assumption of a 4% increase in the current property valuation. This budget would decrease the general fund reserve by \$1,187,317 over last year's balance. The total property tax asking, which includes the airport, Community Redevelopment Authority and Debt Service would be \$1,340,494, with a total levy of \$.445585/100.
- Creation of a new City Department – Economic Development (4 full-time employees); proposed budget - \$352,657. The funding of source of 1.85% from the electric and now proposed water and sewer franchise fees will help fund this department. In addition, Economic Development would contract with Wayne Community Housing Development Corporation to provide services that the previous director used to do. Three employees would be funded by City funds. The proposal is for a 4<sup>th</sup> person in the office. The hope is that they can get the County to contribute more to help fund that position, and if not, then Economic Development would have to use their membership money to fund that position.
- Bonds - Increase the bond previously approved from \$7.5 million to \$10 million (15 years) for the following projects: Prairie Park, new City Hall, Park and Rec Building, and possible property acquisition. It was noted that the City will also have to do a bond issuance for the electrical projects (solar, substation, and electric production/generation projects).

Councilmember Eischeid arrived at 6:55 p.m.

- Property acquisition.

Councilmember Brodersen made a motion, which was seconded by Councilmember Pick, to enter into executive/closed session to discuss property acquisition, with the purpose being to protect the financial interest of the City, and to allow City Administrator Blecke, City Clerk McGuire, City Attorney Miller, and Finance Director Porter to also be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive session began at 7:52 p.m.

Mayor Giese again stated the matter to be discussed in executive/closed session relates to the discussion on property acquisition.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 8:30 p.m.

- Discussion then took place on housing.

After discussion, no changes were made to the budget.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 8:39 p.m.



Vendor	Council Approved 7/6/23	Payable Description	Payment Total
OTTE CONSTRUCTION		FREEDOM PARK TRAILHEAD #10	34,662.00
<b>Vendor</b>		<b>Payable Description</b>	<b>Payment Total</b>
ACES		WIND ENERGY SERVICE AGREEMENT	1,093.66
ADVANCED CONSULTING ENGINEERING SERVICES		CRA SOUTHVIEW LOT SWAP	300.00
ALL-AMERICAN PUBLISHING		WINTER AD	370.00
APPEARA		HAND SOAP/LINEN & MAT SERVICES	260.71
BAKER & TAYLOR BOOKS		BOOKS	1,091.48
BINSWANGER GLASS		DOOR CONTROLS	340.60
BLAZER PRODUCTIVE PRODUCTS LLC		LB 840 LOAN	200,000.00
BOMGAARS		TOOL BOX/TOOLS/CHAINS/MULCH/FASTENERS	2,551.84
BRADY, JEFF		TRIM ON GARAGE DOORS	250.50
CARLSON WEST POVONDRA ARCHITECTS		NEW CITY HALL RENOVATION DESIGNS	32,040.10
CITY EMPLOYEE		VISION REIMBURSEMENT	751.60
CITY EMPLOYEE		MEDICAL REIMBURSEMENT	4,068.39
CITY EMPLOYEE		MEDICAL REIMBURSEMENT	879.57
CITY EMPLOYEE		VISION REIMBURSEMENT	250.40
CITY EMPLOYEE		VISION REIMBURSEMENT	150.83
CITY EMPLOYEE		CLOTHING REIMBURSEMENT	69.23
CITY OF NORFOLK		911 MISCELLANEOUS BILLING	149.12
CITY OF WAYNE		UTILITY REFUNDS	211.46
CIVICPLUS		CIVIC ENGAGE-HOURLY DESIGN RATE	320.00
CLAUSSEN & SONS IRRIG.		IRRIGATION AT FREEDOM PARK	8,178.00
DAS STATE ACCTG-CENTRAL FINANCE		TELECOMMUNICATION CHARGES	448.00
DEARBORN LIFE INSURANCE COMPANY		VFD INSURANCE	86.00
DITCH WITCH UNDERCON		VALVE HANDLE/ADAPTER/COUPLER	658.64
ED M. FELD EQUIPMENT CO INC		GENERATOR REPAIR ON FIRE TRUCK/ELECTRIC FAN	8,540.05
ELKINS PORTABLE RESTROOMS, LLC		CHICKEN SHOW PORTABLE RESTROOMS	985.00
FASTWYRE BROADBAND		TELEPHONE CHARGES	1,547.54
FLOOR MAINTENANCE		JANITORIAL MAINTENANCE/TAKE OUT CONTAINERS	1,177.63
GALE/CENGAGE LEARNING		BOOKS	103.31
GERHOLD CONCRETE CO INC.		CONCRETE	2,073.76
GERHOLD CONCRETE CO INC.		CONCRETE	1,116.64
GROSSENBURG IMPLEMENT INC		HANGER	45.32
HILAND DAIRY		SENIOR CENTER FOOD SERVICE	182.62
INGRAM LIBRARY SERVICES		BOOKS	622.04
ISLAND SPRINKLER SUPPLY CO		IRRIGATION SUPPLIES	108.66
KAUP FORAGE & TURF		GRASS SEED	1,425.00
KOUATIL, ZAYNAB		ART CAMP SESSION 3	400.00
LIVING HERE		SUBSCRIPTION RENEWAL	28.00
MARCO INC		COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC		COPIER LEASE	180.50
MUNSON, TERRY		TREE INCENTIVE	50.00

NATL LEAGUE OF CITIES	MEMBERSHIP DUES	1,239.00
NE DEPT OF REVENUE-CHARITABLE GAMING DIV.	KENO LOTTERY TAX	1,829.00
NE FIRE CHIEFS ASSOC	FIRE CHIEF MEMBERSHIP DUES	100.00
NE STATE VOLUNTEER FIREFIGHTERS ASSOC	MEMBERSHIP DUES	603.00
NORTHEAST NE ECONOMIC DEV DIST	21-PW-022 MAY SERVICES	75.00
NORTHEAST NE INS AGENCY INC	PARK REC VEHICLE INSURANCE	466.00
NORTHEAST POWER	WHEELING CHARGES	21,756.30
NORTHWEST ELECTRIC LLC	BLOWER MOTOR BALL BEARINGS	1,577.01
O'REILLY AUTOMOTIVE STORES, INC.	FILTER/OIL/REAL SEALS	135.54
OVERDRIVE, INC.	E BOOK	29.99
QUADIENT LEASING USA, INC	FOLDER LEASE	2,691.00
SCHMITZ, CINDY	FIRE HALL RENTAL CLEANINGS	90.00
SOOLAND BOBCAT	HOSE HYDRAULIC ASSEMBLY	142.16
STAPLES, INC	OFFICE SUPPLIES	86.13
TOTAL GRAPHICS	LIFEGUARD SHIRTS	516.25
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	46.25
VAKOC	WOOD	87.04
	<b>Grand Total:</b>	<b>339,413.79</b>

### 6-Month Report to the Wayne City Council

LB 840 Funds Committed (as of 06/30/2023)

LB840 GRANTS					
Applicant	Amount		Type of funding	Purpose	Committee review
Digital Blue	\$ 30,600.00		performance based loan	relocation/expansion	5/27/2009
Louis and Jevonah Benscoter	\$ 36,000.00		performance based loan	land development	8/13/2009
Interactive Impact	\$ 30,000.00		performance based loan	intellectual property development	8/13/2009
Jim Milliken (Godfathers)	a \$ 2,500.00		grant	parking lot (rain garden)	10/8/2009
Wayne Area Economic Development	\$ 10,000.00		grant	marketing (general)	11/12/2009
Wayne Area Economic Development (Project Majestic)	\$ 200,000.00		grant	theater renovation/remodel	11/12/2009
Wayne Veterans Memorial Project	b \$ 72,686.00		grant	memorial completion	2/11/2010
Farmers Market and Community Garden	c \$ 2,750.00		grant	marketing	4/15/2010
Wayne Hospitality Group LLC	d \$ 250,000.00		grant	hotel project	10/19/2010
Wayne Area Economic Development	\$ 10,000.00		grant	marketing (general)	12/21/2010
City of Wayne	j \$ 13,285.00		grant	water/sewer for Western Ridge III	8/1/2011
Windom Ridge	\$ 5,000.00		grant	housing study targeting 55+	8/11/2011
Miss Mollys Coffee Company	\$ 30,000.00		performance based loan	purchase building/new coffee shop	10/13/2011
Wayne Area Economic Development on behalf of WCNGC	i \$ 250,000.00	[info only]	loan guarantee	compressed natural gas car	10/13/2011; 07/12/12
Wayne Area Economic Development	\$ 5,000.00		grant	marketing (general)	11/7/2011
Wayne Community Theater	g \$ 5,000.00		grant	overhead doors replaced	12/8/2011
Wayne Area Economic Development (Chicken Show)	\$ 12,050.00		grant	marketing for Wayne Chicken Show	3/8/2012
Rainbow World Child Care Center	\$ 25,000.00		grant	facility addition	10/11/2012
Wayne Area Economic Development	\$ 5,000.00		grant	marketing (general)	11/8/2012
City of Wayne	\$ 17,500.00		grant	water/sewer for Western Ridge III	1/10/2013
Wreidt Properties	q \$ 33,000.00	[info only]	grant	trailer relocation	2/14/2013
Angel Village	q \$ 240,000.00	[info only]	performance based loan	senior village; common space	2/14/2013
City of Wayne	m \$ 30,000.00		grant	Welcome to Wayne signs (4)	11/14/2013
Wayne Area Economic Development	\$ 5,000.00		grant	general administration	12/12/2013
Darrin Barner (WSC Rugby)	n \$ 1,600.00	[info only]	grant	to replace goal post pads	1/9/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00		performance based loan	build a bar and grill/package liquor	4/10/2014
Jen and Chad Claussen	\$ 23,765.00		performance based loan	purchase Swans and building	11/13/2014
Wayne Area Economic Development	\$ 5,000.00		grant	admin/marketing	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00		performance based loan	building addition and fiber glass car manu	8/4/2015
Wayne Area Economic Development	\$ 5,000.00		grant	admin/marketing	11/3/2015
City of Wayne	p \$ 240,000.00	[info only]	performance based loan	housing cost buy down	3/10/2016
<i>Subtotal of "grant"</i>	<i>\$ 981,136.00</i>	<i>30.66%</i>			

## 6-Month Report to the Wayne City Council

LB 840 Funds Committed (as of 06/30/2023)

LB840 LOANS					
Applicant	Amount	Type of funding	Purpose	Committee review	
City of Wayne	f \$ 7,132.00	zero percent loan	housing downpayment match	10/8/2009	
Jim Milliken (Godfathers)	a \$ 35,500.00	zero percent loan	parking lot	10/8/2009	
Inet Library	e \$ 86,038.00	3 percent interest loan	expansion/start up expenses	2/10/2011	
RBDK LLC	\$ 70,000.00	3 percent interest loan	new dental clinic at 7th & Pearl	8/11/2011	
City of Wayne	h \$ 160,000.00	[info only] zero percent loan	housing incentives (0% loans)	4/12/2012	
Rainbow World Child Care Center	k \$ 75,000.00	zero percent loan	facilty addition	10/11/2012	
Mandy Benscoter and Louis Benscoter	\$ 50,000.00	zero percent loan	commercial bldgs on Jaxon St	1/10/2013	
John and Molly Temme	\$ 65,000.00	3 percent interest loan	commercial property at 7&Dear	6/27/2013	
Geno's Steakhouse	\$ 37,000.00	3 percent interest loan	renovation/windows/etc	7/28/2013	
Paulson Construction	\$ 39,750.00	3 percent interest loan	purchase building/move bus. to city	7/28/2013	
City of Wayne - SCPB, OCC Bldrs, IPI	l \$ 240,900.00	zero percent loan	disaster recovery loans (15 yrs. % payroll)	10/10/2013	
Brent L. Pick	\$ 50,000.00	zero percent loan	15 yrs - buy&rebuild Estes/DB/NAPA	11/14/2013	
Lutt Oil and Service (Rod L. and Christin E. Cook-Lutt)	\$ 50,000.00	3 percent interest loan	Buy and update Zach's/expand services	12/12/2013	
NAPA - Wayne	\$ 50,000.00	zero percent loan	15 yrs - rebuild NAPA	1/9/2014	
NAPA - Wayne	o \$ 25,000.00	zero percent loan	to rebuild; require annexation	1/9/2014	
Leseberg Masonry and Construction	\$ 75,000.00	0% loan; 3% loan	rebuild \$40k at 0%; build \$35k at 3%	1/9/2014	
Pat Garvin / Innovative Protectives	\$ 40,000.00	0% loan for 15 yrs	rebuild buildings lost to tornado	2/13/2014	
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	3% loan for 15 yrs	build a bar and grill/package liquor	2/13/2014; 4/10/14	
Dollar Plus	\$ 125,000.00	0% loan for 5 yrs	open Dollar Plus in Downtown Wayne	4/10/2014	
Heft Trucking	\$ 50,000.00	0% loan for 15 yrs	rebuild building lost to tornado	6/12/2014	
Tim Fertig	\$ 50,000.00	3% loan for 15 yrs(10yr bln)	buy 2nd&Main prop and open fitness	7/28/2014	
Jen and Chad Claussen	\$ 23,765.00	3% loan for 15 yrs	purchase Swans and building	11/13/2014	
Rezurrected Rod and Kustom	\$ 25,000.00	3% loan for 10 yrs	building addition and fiber glass car manu	8/4/2015	
Beck Ag Inc	\$ 50,000.00	3% loan for 3 yrs	build out and business growth	12/10/15; 1/14/16	
Adam Manoucheri/Crossroads-Atoll Productions LLC	\$ 40,000.00	3% loan for 15 yrs	purchase and remodel 200&202 Main St	1/14/2016	
Josh Hopkins - Hopkins Eyecare	\$ 35,000.00	0% loan for 2 yrs	purchase property for new eye clinic	6/9/2016	
Lukas Rix - Rustic Treasures	\$ 55,000.00	0% loan for 5 yrs	purchase and rehab 1912 City Hall	7/14/2016	
Wayne Country Club	r \$ 150,000.00	0% loan for 15 yrs	addition/remodel club house	10/13/2016	
Wayne Country Club	r \$ 60,000.00	0% loan for 15 yrs	addition/remodel club house	10/30/2017	
Wayne Area Event Center	s \$ 350,000.00	new terms below	new event center construction	10/13/2016; 7/2/18	
<i>Subtotal of revolving</i>	\$ 2,135,085.00	66.72%			
<b>TOTAL FUNDS COMMITTED (as of December 31, 2017)</b>	* \$ 3,116,221.00	97.38%			
<b>TOTAL AVAILABLE FOR 15 YEARS (to collect)</b>	\$ 3,200,000.00				

## 6-Month Report to the Wayne City Council

**LB 840 Funds Committed (as of 06/30/2023)**

**LB840 PROJECT NOTES**

* Interest accrued/paid on the Fund's borrowed money is NOT included in this total		
a Committee recommended \$38,000 zero percent interest loan; Council granted \$2500 of this after the City requested a rain garden in the parking lot.		
b Committee recommended \$75,000; only \$72,686 was spent.		
c Committee recommended \$1,250; Council approved \$2,750.		
d Legally, this is a grant (not required to be paid back); however, the Wayne Hospitality Group LLC plans to honor their previous request's terms of 15 years at 0% interest.		
e Committee recommended only an interest bearing loan for \$43,019; Council approved \$43,019 for an interest bearing loan and \$43,019 for a performance based loan. (all is now a loan)		
f Committee recommended and Council approved \$64,200; only \$7,132 was used after the program closed.		
g Committee recommended a 5 yr loan; Council approved the grant request.		
h Initial housing request from the City was approved; further action by Council allocated housing funds from a different source		
i Revision of previous approval (10/2011) - increased loan guarantee from \$150,000 to \$250,000 (07/2012); allocation became void after 12/31/12 if no company was in Wayne		
j Committee/Council approved \$26,000 for wastewater improvements - only \$13,285 was used		
k Committee recommended \$75,000 loan with interest half of its conventional rate; Council changed the loan to 0% interest		
l \$500,000 was set aside for tornado relief (up to 10% of payroll); only \$241k was used		
m Committee recommended a set number of \$28,000; the Council allowed the request of "up to" \$30,000 for signage		
n Committee recommended approval but believed other sources of funds might be available; Council took no action on this recommendation.		
o Originally a performance based loan; FTE requirement not met so is now a loan		
p Committee recommended approval; City Council did not approve		
q Committee and Council approved; projects were never completed		
r Committee originally recommended \$100,000 loan for 5 yrs at 3%; City of Wayne approved \$150,000 loan for 15 yrs at 0%; Wayne Country Club re-applied to reflect changes to the project scope/bid received; Committee recommended \$210,000 for 15 yrs at 0%; Council approved new loan of \$210,000 for 15 years at 0%;		
s Committee recommended \$250,000 loan for 10 yrs at 3%; Council approved loan of \$350,000 at 3% for 10 years on 10/18/2016; Council approved new terms on 07/03/2018:		
<input type="checkbox"/> A \$350,000 loan;		
<input type="checkbox"/> 3% interest rate;		
<input type="checkbox"/> Defer principal payments for 3 years, but require interest payments throughout the deferment period, with the first deferred interest payment being delayed until November 1, 2018;		
<input type="checkbox"/> Changing the loan repayment period from 10 years to 15 years;		
<input type="checkbox"/> Deferment period would be from March 1, 2018, to February 28, 2021;		
<input type="checkbox"/> Repayment period for principal and interest would begin on March 1, 2021; and		
<input type="checkbox"/> Final payment would be due March 1, 2035.		

**6-Month Report to the Wayne City Council**

**RLF Funds Committed (as of 06/30/2023)**

<u>Applicant</u>	<u>Amount</u>	<u>Type of funding</u>	<u>Purpose</u>	<u>Committee Review</u>	<u>Council Approval</u>
Talon Capital, LLC (dba Fyre-Tec)	\$ 250,000.00	performance based loan	a purchase existing business/expand business	1/10/2019	2/5/2019
Ace Hardware & Home	\$ 200,000.00	no-interest loan	b start retail store/purchase inventory	9/18/2019	10/1/2019
Johnnie Byrd Brewing Company	\$ 40,000.00	low-interest loan	c purchase real estate	12/13/2019	12/17/2019
DSF Wayne Short Stop, LLC	\$ 85,000.00	low-interest loan	d property improvements/business expansion	4/14/2021	4/20/2021
Sanctuary Apartments, LLC	\$ 400,000.00	low-interest loan	e historic preservation/housing development	10/13/2021	11/2/2021
Nix Wayne, LLC	\$ 300,000.00	low-interest loan	f property improvements/business expansion	6/16/2022	6/21/2022
I Wet My Plants (Katelynn Broders)	\$ 40,000.00	low-interest loan	g property improvements/business expansion	2/15/2023	2/21/2023
<b>TOTAL RLF COMMITMENTS (as of Dec. 31, 2022)</b>	<b>\$ 1,315,000.00</b>				
<p>a On 01/10/2019, RLF Committee recommended approval: \$250,000 loan with a repayment term of 10 yrs, with interest rate set at one-half of the rate set by the primary lender (Midwest Bank: 5.7%; WEDP: 2.85%); On 02/05/2019, Council approved loan of \$250,000, with a repayment term of 10 years and an interest rate of 2.85%, plus a job creation requirement of 5 FTE within 3 years.</p>					
<p>b On 09/18/2019, RLF Committee recommended approval: \$200,000 loan with a repayment term of 15 years, with interest rate set at 0% for years 1-5 and 2% for years 6-15; On 10/01/19, Council approved loan of \$200,000 with a repayment term of 15 years with interest rate of 0%.</p>					
<p>c On 12/13/2019, RLF Committee recommended approval: \$40,000 loan with a repayment term to match the primary lender, with the interest rate set at one-half the rate set by the primary lender (SNB&amp;T: TBD; WEDP: TBD); On 12/17/2019, Council approved loan of \$40,000 with repayment term to match the primary lender and an interest rate set at one-half the rate set by the primary lender.</p>					
<p>COVID-19: In April 2020, Council provided LB840 Loan and RLF Program recipients a grace period until Feb. 28, 2021 to make their payment obligations due in 2020. Through June and July 2020, Council discussed the potential of adding funds to the LB840 Program for business loans specific to Covid-19 relief. In Jan. 2021, Council approved a motion to re-evaluate the LB 840 discussion and authorize city staff, upon request, to allow businesses to extend their payment(s) pursuant to negotiations with each business owner, but set a deadline of Feb. 28, 2021 for businesses to pursue negotiations. WAED contacted LB840 Loan and RLF recipients to notify them of their new latitude and the deadline.</p>					
<p>d On 04/14/2021, the RLF Committee recommended approval: \$85,000 loan with a repayment term of 10 years with the interest rate set at 50% of the interest rate set by the primary lender (since the primary loan was via the U.S. Small Business Administration and the primary lending rate was set at 2.75% plus prime, which is variable, the RLF Committee recommended 3% as the fixed rate for the LB840 Loan); On 04/20/2021, Council approved loan of \$85,000 with a repayment term of 10 years and an interest rate set at 3%.</p>					
<p>e On 10/13/2021, the RLF Committee recommended approval: \$400,000 loan with a repayment term of 10 years, based on a 20-year amortization, with the interest rate to be set at one-half the rate set by the primary lender (F&amp;M Bank: 3%; WEDP: 1.5%). On 11/02/2021, Council approved loan of \$400,000 with a repayment term of 10 years, based on a 20-year amortization, and an interest rate to be set at one-half the rate set by the primary lender (1.5%). The Council also stipulated that the project was approved because the project intends to preserve a historic building, as well as provide additional housing units in downtown Wayne and rehabilitating property.</p>					
<p>f On 06/16/2022, the RLF Committee recommended approval: \$300,000 loan with a repayment term of 10 years, with the interest rate to be set at one-half the rate set by the primary lender (BankFirst: 4.625%; WEDP: 2.3125%). On 06/21/2022, Council approved a loan of \$300,000 with a repayment term of 10 years and an interest rate of 1%.</p>					
<p>g On 02/15/2023, the RLF Committee recommended approval: \$40,000 loan with a repayment term of 10 years, with the interest rate to be set at one-half the rate set by the primary lender (SNB&amp;T Rate: 7.5%; WEDP Rate: 3.75%). On 02/21/2023, Council approved a loan of \$40,000 with a repayment term of 10 years and an interest rate of 3.75%.</p>					



APPLICATION FOR PAYMENT

TO (OWNER): City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

PROJECT: Freedom Park Trailhead Project

FROM (CONTRACTOR): OCC Builders, LLC.
521 South Centennial Road
Wayne, Nebraska 68787

CONTRACTORS PROJECT NO.: 22-11
PERIOD THROUGH: July 28, 2023
APPLICATION DATE: July 25, 2023
APPLICATION NO.: 11 - FINAL

Application is made for Payment, as shown below, in connection with the Contract. Cost Breakdown is attached.

Table with 2 columns: Description and Amount. Rows include: 1. ORIGINAL CONTRACT SUM (\$372,310), 2. NET CHANGE BY CHANGE ORDERS (\$14,126), 3. CONTRACT SUM TO DATE (\$386,436), 4. WORK COMPLETED & STORED TO DATE (\$386,436), 5. RETAINAGE (a. 10% of Completed Work \$38,645; b. 10% of Stored Material \$0), 6. TOTAL EARNED LESS RETAINAGE (\$347,791), 7. LESS PREVIOUS APPLICATIONS FOR PAYMENT (\$332,007), 8. CURRENT PAYMENT DUE (\$15,784), 9. BALANCE TO FINISH, PLUS RETAINAGE (\$38,645).

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: OCC Builders LLC.

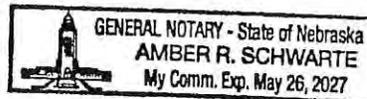
By: [Signature]

Date: 7/25/23

State of: Nebraska
County of: Wayne

Subscribed and sworn to before me this 25th day of July, 2023

Notary Public: Amber R. Schwarte
My Commission expires:



In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown below.

AMOUNT CERTIFIED \$
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

Form with checkboxes for OWNER, ARCHITECT, and CONTRACTOR.

By: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# COST BREAKDOWN SHEET

City of Wayne - Freedom Park Trailhead

CONTRACTORS PROJECT NO.:  
 PERIOD THROUGH:  
 APPLICATION DATE:  
 APPLICATION NO.:

22-11  
 July 28, 2023  
 July 25, 2023  
 11 - FINAL

APPLICATION AND CERTIFICATED FOR PAYMENT - Contractor's signed Certification is attached.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION	THIS PERIOD						
	General Conditions (Bonds, Trash, Supervision, Cleaning, Etc.)	23,200	21,355	1,845	0	0	23,200	100%	0	2,320
	Demolition	9,610	9,610	0	0	0	9,610	100%	0	961
	Interior Concrete Floor & Sealer	17,580	17,580	0	0	0	17,580	100%	0	1,758
	Masonry	12,830	11,780	1,050	0	0	12,830	100%	0	1,283
	HMI Frames/Doors, Wood Doors, & Hardware	13,780	12,810	970	0	0	13,780	100%	0	1,378
	Aluminum Entries & Windows	32,820	32,820	0	0	0	32,820	100%	0	3,282
	Interior Framing & Insulation Board	12,290	12,290	0	0	0	12,290	100%	0	1,229
	Roof Framing & Sheathing	24,900	24,900	0	0	0	24,900	100%	0	2,490
	Canopy Framing & Support	24,100	24,100	0	0	0	24,100	100%	0	2,410
	Asphalt Shingles	12,170	12,170	0	0	0	12,170	100%	0	1,217
	Aluminum Soffit & Gutters	8,950	8,950	0	0	0	8,950	100%	0	895
	Canopy Wood Soffit	7,020	7,020	0	0	0	7,020	100%	0	702
	Drywall	14,160	14,160	0	0	0	14,160	100%	0	1,416
	Painting, Staining, & Joint Sealants	16,335	16,335	0	0	0	16,335	100%	0	1,634
	Cabinetry, Countertops, & Window Sills	14,550	14,550	0	0	0	14,550	100%	0	1,455
	Vinyl Base	1,850	600	1,250	0	0	1,850	100%	0	185
	Toilet Accessories	995	0	995	0	0	995	100%	0	100
	Plumbing, Fixtures, & Site Utilities	27,960	20,348	7,612	0	0	27,960	100%	0	2,796
	HVAC & Floor Heat	41,700	39,615	2,085	0	0	41,700	100%	0	4,170
	Electrical	13,660	13,130	530	0	0	13,660	100%	0	1,368
	Site Paving	41,830	41,830	0	0	0	41,830	100%	0	4,183
	<b>SUB-TOTAL</b>	<b>372,310</b>	<b>355,953</b>	<b>16,357</b>	<b>0</b>	<b>0</b>	<b>372,310</b>	<b>100%</b>	<b>0</b>	<b>37,232</b>
	<b>CHANGE ORDERS</b>									
1	Light Fixture Package	4,265	4,265	0	0	0	4,265	100%	0	427
2	Interior Truss Fire Coating	7,648	7,648	0	0	0	7,648	100%	0	765
3	Additional Plumbing Requests	1,033	1,033	0	0	0	1,033	100%	0	103
4	Additional Data & Communications	1,180	0	1,180	0	0	1,180	100%	0	118
	<b>SUB-TOTAL CHANGE ORDERS</b>	<b>14,126</b>	<b>12,946</b>	<b>1,180</b>	<b>0</b>	<b>0</b>	<b>14,126</b>	<b>4</b>	<b>0</b>	<b>1,413</b>
	<b>TOTALS</b>	<b>386,436</b>	<b>368,899</b>	<b>17,537</b>	<b>0</b>	<b>0</b>	<b>386,436</b>	<b>100%</b>	<b>0</b>	<b>38,645</b>



July 26, 2023

Mayor and City Council  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787

RE: Wayne, Nebraska  
2023 Wayne Sanitary Sewer Service Improvements  
JEO Project No. 190287.05

Mayor and Council Members:

Attached is Application for Payment No. 1 for the above referenced project. The contractor has completed installation of the sewer main and is requesting payment for planned quantities. The project is continuing to move forward and paving work is currently underway. The plan is to complete the project prior to school beginning.

The request is for \$87,403.75 less retainage of \$4,370.19 for a net amount of \$83,033.56. JEO recommends approval of payment in the amount of \$83,033.56 to VRBA Construction, Inc.

If you have any questions or concerns, please feel free to contact me at 402-371-6416.

Sincerely,

A handwritten signature in cursive script that reads "Roger S. Protzman".

Roger S. Protzman, P.E.  
Senior Project Engineer

RSP  
Enclosures

190287.05LTR022623-PA1.docx

**Contractor's Application for Payment**

Owner: <u>City of Wayne</u>	Owner's Project No.: _____
Engineer: <u>JEO Consulting Group, Inc.</u>	Engineer's Project No.: <u>190287.05</u>
Contractor: <u>Vrba Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>2023 Wayne Sanitary Sewer Service Improvements</u>	
Contract: <u>2023 Wayne Sanitary Sewer Service Improvements</u>	
Application No.: <u>1</u>	Application Date: <u>7/19/2023</u>
Application Period: From <u>6/15/2023</u>	to <u>7/19/2023</u>

1. Original Contract Price	\$ 120,642.50
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 120,642.50
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 87,403.75
5. Retainage	
a. <u>5%</u> X \$ 87,403.75 Work Completed =	\$ 4,370.19
b. <u>5%</u> X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 4,370.19
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 83,033.56
7. Less previous payments (Line 6 from prior application)	
8. Amount due this application	\$ 83,033.56
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 37,608.94

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Vrba Construction, Inc.

Signature: Nicki Moore Date: 7/21/2023

<p><b>Recommended by Engineer</b></p> <p>By: <u>Roger A. Proffner</u></p> <p>Title: <u>Sr. Proj. Engineer</u></p> <p>Date: <u>7-26-23</u></p> <p><b>Approved by Funding Agency</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>Approved by Owner</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
--	---

**Progress Estimate - Unit Price Work**

**Owner:** City of Wayne  
**Engineer:** JEO Consulting Group, Inc.  
**Contractor:** Vrba Construction, Inc.  
**Project:** 2023 Wayne Sanitary Sewer Service Improvements  
**Contract:** 2023 Wayne Sanitary Sewer Service Improvements

**Contractor's Application for Payment**

**Owner's Project No.:**  
**Engineer's Project No.:** 190287.05  
**Contractor's Project No.:**

A Bid Item No.	B Description	C Item Quantity			D Units		E Unit Price (\$)		F Value of Bid Item (C x E) (\$)	G Work Completed		H Value of Work Completed to Date (E x G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		From	Application Period:	From	Contract Information	Contract Information	Contract Information	Contract Information	Contract Information	Contract Information	Contract Information	Contract Information				
1	Mobilization	1.00	LS	20,000.00				20,000.00	Original Contract	1.00	20,000.00	20,000.00		20,000.00	100%	-
2	Bonding and Insurance	1.00	LS	5,000.00				5,000.00		1.00	5,000.00	5,000.00		5,000.00	100%	-
3	Connect to Existing Manhole	1.00	EA	550.00				550.00		1.00	550.00	550.00		550.00	100%	-
4	8" PVC Sanitary Sewer Main, SDR 26	530.00	LF	59.00				31,270.00		530.00	31,270.00	31,270.00		31,270.00	100%	-
5	48" Dia. Concrete Manhole	14.00	VF	975.00				13,650.00		14.00	13,650.00	13,650.00		13,650.00	100%	-
6	8" x 4" Wye, PVC	5.00	EA	200.00				1,000.00		5.00	1,000.00	1,000.00		1,000.00	100%	-
7	4" PVC Sanitary Sewer Service, SDR 26	70.00	LF	68.50				4,795.00		70.00	4,795.00	4,795.00		4,795.00	100%	-
8	4" 45 Band, PVC	10.00	EA	37.00				370.00		10.00	370.00	370.00		370.00	100%	-
9	Connect Existing Sewer Service	5.00	EA	650.00				3,250.00		5.00	3,250.00	3,250.00		3,250.00	100%	-
10	Cleanout	1.00	EA	2,000.00				2,000.00		1.00	2,000.00	2,000.00		2,000.00	100%	-
11	Temporary Traffic Control Measures	1.00	LS	3,000.00				3,000.00		1.00	3,000.00	3,000.00		3,000.00	100%	-
12	7" Concrete Pavement	300.00	SY	91.50				27,450.00							0%	27,450.00
13	Remove Pavement	300.00	SY	14.15				4,245.00							0%	4,245.00
14	Gravel Surface Course	50.00	TONS	81.25				4,062.50		31.00	2,518.75	2,518.75		2,518.75	62%	1,543.75
<b>Original Contract Totals</b>									<b>\$ 120,642.50</b>		<b>\$ 87,403.75</b>	<b>\$ 87,403.75</b>	<b>\$ -</b>	<b>\$ 87,403.75</b>	<b>72%</b>	<b>\$ 33,238.75</b>



**ORDINANCE NO. 2023-14**

**AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, PROHIBITIONS AND ENFORCEMENT, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, SOUTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Title VII Traffic Code, Prohibitions and Enforcement, Section 78-13 of the Wayne Municipal Code is amended to read as follows:

**Sec. 78-13. Stop sign locations; west of Main Street, south of 7<sup>th</sup> Street.**

(A) Stop signs are established at the following locations in the city:

Donner Pass at the west approach of Nathan Drive
Grainland Road at the north approach of South Maple Street
Grainland Road at the north approach of South Blaine Street
Grainland Road at the north approach of Pheasant Run Road
Main Street at the west approach of West 4th Street
Main Street at the west approach of West 5th Street
Main Street at the west approach of West 6th Street
Main Street at the west approach of West 1st Street
Oak Drive at the west approach of 3rd Avenue
Oak Drive at the east approach of West 3rd Street
Pearl Street at the east and west approaches of West 6th Street
Pearl Street at the east and west approaches of West 5th Street
Pearl Street at the east and west approaches of West 2nd Street
Pearl Street at the east and west approaches of West 3rd Street
Pearl Street at the east and west approaches of West 4th Street
Pheasant Run at the east and west approaches of Grainland Road
<b>Schoolview Drive at the west approach of West 5th Street</b>
Sherman Street at the east and west approaches of West 6th Street

South Sherman Street at the west approach of Grainland Road
South Main Street at the west approach of Clark Street
West 1st Street at the north and south approaches of Douglas Street
West 1st Street at the north and south approaches of Lincoln Street
West 1st Street at the north and south approaches of Pearl Street
West 1st Street at the north and south approaches of Sherman Street
West 1st Street at the north approach of Blaine Street
West 3rd Street at the north and south approaches of Douglas Street
West 3rd Street at the north and south approaches of Sherman Street
West 3rd Street at the south approach of Blaine Street
West 3rd Street at the south approach of Wilcliff Drive
West 3rd Street at the north and south approaches of Lincoln Street
West 4th Street at the north and south approaches of Sherman Street
West 5th Street at the north and south approaches of Sherman Street
West 7th Street at the south approach of Pearl Street
West 7th Street at the south approach of Lincoln Street
West 7th Street at the south approach of Douglas Street
West 7th Street at the south approach of Sherman Street
West 7th Street at the south approach of Oak Drive
West 7th Street at the south approach of Donner Pass
West 7th Street at the south approach of Pheasant Run <b>West 7th Street at the south approach of Community Activity Center  Driveway</b>

(B) Except where directed to proceed by a police officer or traffic-control signal, every driver of a vehicle approaching an intersection where a stop is indicated by a stop sign shall stop, which, for the purpose of this section, shall be a completed cessation or movement, at a clearly marked stop line, but if there is no such line, then before entering the crosswalk on the near side of the intersection or, if no crosswalk as indicated, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic from the intersecting roadway before entering the intersection. After having stopped, such driver shall yield the right-of-way to any vehicle which has entered the intersection from another street or which is approaching so closely on such street as to constitute an immediate hazard if such driver moved across or into such intersection.

(C) It shall be unlawful for any person to violate the provisions of this section.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this \_\_\_\_\_ day of August, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2023-15**

**AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.111 SFP FLOODPLAIN DISTRICT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A TIME WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.**

Section 1. That Title XV Land Usage, Chapter 152 Zoning, Section 151.222 SFP Flood Plain District, shall be amended in its entirety as follows:

**152.111 SFP Floodplain District**

(A) *Statutory authorization, findings of fact and purposes.*

(1) *Statutory authorization.* The legislature of the state has delegated the responsibility to local governmental units to adopt zoning regulations designed to protect the public health, safety and general welfare. The legislature, in Neb. RS 31-1001 to 31-1022 (as amended), has further assigned the responsibility to adopt, administer and enforce floodplain management regulations to the county, city, or village with zoning jurisdictions over the flood-prone area. Therefore, the city ordains as follows.

(2) *Findings of fact.*

(a) *Flood losses resulting from periodic inundation.* The flood hazard areas of the city are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare.

(b) *General causes of the flood losses.* These flood losses are caused by:

1. The cumulative effect of obstructions in floodplains causing increases in flood heights and velocities; and

2. The occupancy of flood hazard areas by uses vulnerable to floods or hazardous to others, which are inadequately elevated or otherwise unprotected from flood damages.

(c) *Methods used to analyze flood hazards.* This section uses a reasonable method of analyzing flood hazards which consists of a series of interrelated steps:

1. Selection of a regulatory flood which is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated and the depth of the inundation. The base flood is selected for this section. It is representative of large floods which are reasonably characteristic of what can be expected to occur on the particular streams subject to this section. It is in the general order of a flood which could be expected to have a 1% chance of occurrence in any one year, as delineated on the Federal Insurance Administration's Flood Insurance Study, and illustrative materials dated ~~3-30-2006~~

~~(preliminary) as amended and effective date not yet determined by FEMA effective on March 18, 2008.~~

2. Calculation of water surface profiles based on a hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the base flood;
3. Computation of the floodway required to convey this flood without increasing flood heights more than one foot at any point; and
4. Delineation of floodway encroachment lines within which no obstruction is permitted which would cause any water surface increase along the floodway profile.

(3) *Statement of purpose.* It is the purpose of this section to promote the public health, safety, and general welfare and to minimize those losses described herein by applying the provisions of this section to:

- (a) Restrict or prohibit uses which are dangerous to health, safety or property in times of flooding or cause undue increases in flood heights or velocities;
- (b) Require that uses vulnerable to floods, including public facilities which serve such uses, be provided with flood protection at the time of initial construction;
- (c) Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard; and
- (d) Assure that eligibility is maintained for property owners in the community to purchase flood insurance in the National Flood Insurance Program.

(B) *General provisions.*

(1) *Lands to which section applies.* This section shall apply to all lands within the jurisdiction of the city identified on the Flood Insurance Rate Map (FIRM) Panels 31179C0070C, 31179C0075C, 31179C0090C, 31179C0185C, 31179C0200C, 31179C0205C dated ~~3-30-2006~~ ~~(preliminary) and effective date not yet determined by FEMA effective on March 18, 2008,~~ as numbered and unnumbered A Zones (including AE, AO and AH Zones) and within Zoning Districts FW and FF established herein. In all areas covered by this section no development shall be permitted, except upon the issuance of a floodplain permit to develop, granted by the city or its duly designated representative under such safeguards and restrictions as the city or the designated representative may reasonably impose for the promotion and maintenance of the general welfare, health of the inhabitants of the community and where specifically noted herein.

(2) *The Enforcement Officer.* The Zoning Administrator/Chief Building Official of the community is hereby designated as the community's duly designated Enforcement Officer under this section.

(3) *Rules for interpretation of district boundaries.* The boundaries of the floodway and flood fringe overlay districts shall be determined by scaling distances on the official zoning map or on

the Flood Insurance Rate Map or Floodway Map. Where interpretation is needed to the exact location of the boundaries of the districts as shown on the official zoning map, as for example where there appears to be a conflict between a mapped boundary and actual field conditions, the Enforcement Officer shall make the necessary interpretation. In such cases where the interpretation is contested, the Board of Adjustment (Appeal Board) will resolve the dispute. The regulatory flood elevation for the point in question shall be the governing factor in locating the district boundary on the land. The person contesting the location of the district boundary shall be given a reasonable opportunity to present his or her case to the Board of Adjustment and to submit his or her own technical evidence, if he or she so desires.

(4) *Compliance.* Within identified special flood hazard areas of the community, no development shall be located, extended, converted or structurally altered without full compliance with the terms of this section and other applicable regulations.

(5) *Abrogation and greater restrictions.* It is not intended by this section to repeal, abrogate or impair any existent easements, covenants or deed restrictions. However, where this section imposes greater restrictions, the provision of this section shall prevail. All other ordinances inconsistent with this section are hereby repealed to the extent of the inconsistency only.

(6) *Interpretation.* In their interpretation and application, the provisions of this section shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

(7) *Warning and disclaimer of liability.* The degree of flood protection required by this section is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood height may be increased by human-made or natural causes, such as ice jams and bridge openings restricted by debris. This section does not imply that areas outside floodway and flood fringe district boundaries or land uses permitted within such districts will be free from flooding or flood damage. This section shall not create liability on the part of the city or any officer or employee thereof for any flood damages that may result from reliance on this section or any administrative decision lawfully made thereunder.

(8) *Severability.* If any section, clause, provision or portion of this section is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this section shall not be affected thereby.

(9) *Appeal.* Where a request for a permit to develop or a variance is denied by the Zoning Administrator/Chief Building Official, the applicant may apply for such permit or variance directly to the Board of Adjustment.

(C) *Development permit.*

(1) *Permit required.* No person, firm or corporation shall initiate any floodplain development or substantial improvement or cause the same to be done without first obtaining a separate permit for development as defined herein.

(2) *Administration.*

(a) The Zoning Administrator/Chief Building Official is hereby appointed to administer and implement the provisions of this section.

(b) Duties of the Zoning Administrator/Chief Building Official shall include, but not be limited to:

1. Review all development permit applications to assure that sites are reasonably safe from flooding and that the permit requirements of this section have been satisfied;

2. Review applications for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required;

3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;

4. Notify adjacent communities and the State Department of Natural Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;

5. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished;

6. Verify, record and maintain record of the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved structures in special flood hazard areas;

7. Verify, record and maintain record of the actual elevation (in relation to mean sea level) to which new or substantially improved **non-residential** structures have been floodproofed; and

8. When floodproofing is utilized for a particular structure the Zoning Administrator/Chief Building Official shall be presented certification from a registered professional engineer or architect.

(3) *Application for permit.* To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every such application shall:

(a) Identify and describe the development to be covered by the floodplain development permit;

(b) Describe the land on which the proposed development is to be done by lot, block, tract and house and street address, or similar description that will readily identify and definitely locate the proposed building or development;

(c) Indicate the use or occupancy for which the proposed development is intended;

(d) Be accompanied by plans and specifications for proposed construction;

(e) Be signed by the permittee or his or her authorized agent who may be required to submit evidence to indicate such authority; and

(f) Give such other information as reasonably may be required by the Zoning Administrator/Chief Building Official.

(D) *Establishment of zoning districts.* Along watercourses where a floodway has been established, the mapped floodplain areas are hereby divided into the two following districts: a floodway overlay district (FW) and a flood fringe overlay district (FF) as identified in the Flood Insurance Study dated March 18, 2008, and accompanying map(s). Within these districts all uses not meeting the standards of this section and those standards of the underlying zoning district shall be prohibited.

(E) *Standards of floodplain development.*

(1) No permit for development shall be granted for new construction, substantial improvements and other development(s) including the placement of manufactured homes within all numbered and unnumbered A zones (including AE, AO and AH zones) unless the conditions of this section are satisfied.

(2) All areas identified as unnumbered A zones on the FIRM are subject to inundation of the base flood; however, the water surface elevation was not provided. The unnumbered A zones shall be subject to all development provisions hereof. If Flood Insurance Study data is not available, the community shall utilize any base flood elevation or floodway data currently available from federal, state or other sources.

(3) Until a floodway has been designated, no development or substantial improvement may be permitted within special flood hazard areas unless the applicant has demonstrated that the proposed development or substantial improvement, when combined with all other existing and reasonably anticipated developments or substantial improvements, will not increase the water surface elevation of the base flood more than one foot at any location as shown on the Flood Insurance Study.

(4) New construction, subdivision proposals, substantial improvements, prefabricated buildings, placement of manufactured homes and other developments shall require:

(a) Design or anchorage to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(b) New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination;

(c) Construction with materials resistant to flood damage, utilizing methods and practices that minimize flood damages, and with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

(d) All utility and sanitary facilities be elevated or floodproofed up to the regulatory flood protection elevation.

(5) Storage of material and equipment.

(a) The storage or processing of materials that are in time of flooding buoyant, flammable, explosive or could be injurious to human, animal or plant life is prohibited.

(b) Storage of other material or equipment may be allowed if not subject to major damage by floods and firmly anchored to prevent flotation or if readily removable from the area within the time available after flood warning.

(6) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, be required to assure that:

(a) All such proposals are consistent with the need to minimize flood damage;

(b) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located, elevated and constructed to minimize or eliminate flood damage;

(c) Adequate drainage is provided so as to reduce exposure to flood hazards; and

(d) Proposals for development (including proposals for manufactured home parks and subdivision) of five acres or 50 lots, whichever is lesser, include within such proposals the base flood elevation.

(F) *Flood Fringe Overlay District (including AO and AH Zones).*

(1) *Permitted uses.* Any use permitted herein shall be permitted in the Flood Fringe Overlay District. No use shall be permitted in the district unless the standards hereof are met.

(2) *Standards for the Flood Fringe Overlay District.*

(a) Require new construction or substantial improvements of residential structures to have the lowest floor, including basement, elevated to or above one foot above the base flood elevation;

(b) Require new construction or substantial improvements of non-residential structures to have the lowest floor, including basement, elevated to or above one foot above the base flood elevation or, together with attendant utility and sanitary facilities, to be floodproofed so that below that level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this division (F)(2)(b) are satisfied. Such certification shall be provided to the Zoning Administrator/Chief Building Official as set forth herein;

(c) Require for all new construction and substantial improvements that fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area

other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria: a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be not higher than one foot above grade. Openings may be equipped with screens, louvers, valves or other coverings or devices; provided that, they permit the automatic entry and exit of floodwaters;

(d) Within AH zones adequate drainage paths around structures on slopes shall be required in order to guide floodwaters around and away from proposed structures;

(e) Manufactured homes:

1. All manufactured homes shall be anchored to resist flotation, collapse or lateral movement. Manufactured homes must be anchored in accordance with local Building Codes or FEMA guidelines. In the event that over-the-top frame ties to ground anchors are used, the following specific requirements (or their equivalent) shall be met:

a. Over-the-top ties be provided at each of the four corners of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side;

b. Frame ties be provided at each corner of the home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side;

c. All components of the anchoring system be capable of carrying a force of 4,800 pounds; and

d. Any additions to the manufactured home be similarly anchored.

2. Require that all manufactured homes to be placed or substantially improved within special flood hazard areas on the community's FIRM on sites:

a. Outside of a manufactured home park or subdivision;

b. In a new manufactured home park or subdivision;

c. In an expansion to an existing manufactured home park or subdivision; or

3. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above one foot above the base flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions hereof.

a. Require that manufactured homes to be placed or substantially improved on sites in an existing

manufactured home park or subdivision within special flood hazard areas on the community's FIRM that are not subject to the provisions hereof be elevated so that either:

b. The lowest floor of the manufactured home is at or above one foot above the base flood elevation; or

c. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade; and be securely anchored to an adequately anchored foundation system in accordance with the provisions hereof.

(f) Recreational vehicles placed on sites within the special flood hazard areas on the community's official map shall either:

1. Be on the site for fewer than 180 consecutive days;

2. Be fully licensed and ready for highway use; or

3. Meet the permit requirements and the elevation and anchoring requirements for manufactured homes of this section.

a. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

(g) Located within the areas of special flood hazard established herein are areas designated as AO Zones. These areas have special flood hazard associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply within AO Zones.

1. All new construction and substantial improvements of residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as one foot above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).

2. All new construction and substantial improvements of non-residential structures shall:

a. Have the lowest floor elevated above the highest adjacent grade at least as high as one foot above the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or

b. Together with attendant utility and sanitary facilities be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Such certification shall be provided to the official as set forth herein.

3. Adequate drainage paths around structures on slopes shall be required in order to guide flood waters around and away from proposed structure.

(h) Appurtenant Structures

1. Structures accessory to a principal building may have the lowest floor below one foot above base flood elevation provided that the structure complies with the following requirements:

(a) The structure shall not be used for human habitation.

(b) The use of the structure must be limited to parking of vehicles or storage of items readily removable in the event of a flood warning.

(c) The floor area shall not exceed 800 square feet.

(d) The structure shall have a low damage potential.

(e) The structure must be adequately anchored to prevent flotation, collapse, or other lateral movement.

(f) The structure shall be designed to automatically provide for the entry and exit of floodwaters for the purpose of equalizing hydrostatic forces. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(1) A minimum of two openings having a net area of not less than one (1) square inch for every one (1) square foot of enclosed space,

(2) The bottom of all openings shall not be higher than one (1) foot above grade, and

(3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they allow the automatic entry and exit of floodwaters.

(g) No utilities shall be installed except electrical fixtures in the structure, which must be elevated to or above one (1) foot above the base flood elevation or floodproofed so that below one (1) foot above the base flood elevation they are:

(1) Watertight and substantially impermeable to the passage of water; and,

(2) Capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy

A registered professional engineer or architect shall certify that the standards of (h)(1)(g)(1) and (2) are satisfied. A floodproofing certificate shall be provided to the floodplain administrator as set forth in section (C).

(h) The structure shall be constructed and placed on the building site so as to offer the minimum

resistance to the flow of floodwaters.

(i) If the structure is converted to another use, it must be brought into full compliance with the minimum standards governing such use.

(G) *Floodway Overlay District.*

(1) *Permitted uses.* Only uses having a low flood-damage potential and not obstructing flood flows shall be permitted within the Floodway District to the extent that they are not prohibited by any other ordinance. The following are recommended uses for the Floodway District:

(a) Agricultural uses such as general farming, pasture, nurseries, forestry;

(b) Residential uses such as lawns, gardens, parking and play areas;

(c) Non-residential uses such as loading areas, parking and airport landing strips; and

(d) Public and private recreational uses such as golf courses, archery ranges, picnic grounds, parks, wildlife and nature preserves.

(2) *Standards for the Floodway Overlay District.* New structures for human habitation are prohibited. All encroachments, including fill, new construction, substantial improvements and other development must be prohibited unless certification by a registered professional engineer or architect is provided demonstrating that the development shall not result in any increase in water surface elevations along the floodway profile during occurrence of the base flood discharge. These uses are subject to the standards hereof. In Zone A unnumbered, obtain, review and reasonably utilize any flood elevation and floodway data available through federal, state or other sources or this section, in meeting the standards of this section.

(H) *Variance procedures.*

(1) *Variance procedures.*

(a) The Board of Adjustment as established by the city shall hear and decide appeals and requests for variances from the requirements of this section.

(b) The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision or determination made by the Zoning Administrator/Chief Building Official in the enforcement or administration of this section.

(c) Any person aggrieved by the decision of the Board of Adjustment or any taxpayer may appeal such decision to the District Court as provided in Neb. RS 19-912.

(d) In passing upon such applications, the Board of Adjustment shall consider all technical evaluation, all relevant factors, standards specified in other sections of this section, and:

1. The danger that materials may be swept onto other lands to the injury of others;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. The importance of the services provided by the proposed facility to the community;
5. The necessity of the facility of a waterfront location, where applicable;
6. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
7. The compatibility of the proposed use with existing and anticipated development;
8. The relationship of the proposed use to the Comprehensive Plan and floodplain management program for that area;
9. The safety of access to the property in times of flood for ordinary and emergency vehicles:
  - a. The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
  - b. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems and streets and bridges.

*(2) Conditions for variances.*

- (a) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (b) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- (c) Variances shall not be issued within any designated floodway if any increase in flood levels along the floodway profile during the base flood discharge would result.
- (d) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(e) Variances shall only be issued upon:

1. A showing of good and sufficient cause;
2. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.

(f) This application shall be given a written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and
2. Such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this section.

**(I) Enforcement.**

**(1) Violations.**

(a) Failure to obtain a floodplain development permit or the failure of a structure or other development to be fully compliant with the provisions of this ordinance shall constitute a violation. A structure or other development without a floodplain development permit, elevation certificate, certification by a licensed professional engineer of compliance with these regulations, or other evidence of compliance is presumed to be in violation until such time as documentation is provided.

**(2) Notices.**

(a) When the floodplain administrator or other authorized community representative determines, based on reasonable grounds, that there has been a violation of the provisions of this ordinance, the floodplain administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

1. Be in writing;
2. Include an explanation of the alleged violation;
3. Allow a reasonable time for the performance of any remedial act required;
4. Be served upon the property owner or their agent as the case may require; and

5. Contain an outline of remedial actions that, if taken, will bring the development into compliance with the provisions of this ordinance.

*(3) Penalties.*

(a) Violation of the provisions of this ordinance or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with grants of variances or special exceptions) shall constitute a misdemeanor. Any person, firm, corporate, or other entity that violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

(b) The imposition of such fines or penalties for any violation or non-compliance with this ordinance shall not excuse the violation or non-compliance or allow it to continue. All such violations or non-compliant actions shall be remedied within an established and reasonable time.

(c) Nothing herein contained shall prevent the City of Wayne or other appropriate authority from taking such other lawful action as is necessary to prevent or remedy any violation.

*(J) Non-conforming use.*

(1) A structure or the use of a structure or premises which was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this section may be continued subject to the following conditions.

(a) If such use is discontinued for 12 consecutive months, any future use of the building premises shall conform to this section. The Utility Department shall notify the Zoning Administrator/Chief Building Official in writing of instances of non-conforming uses where utility services have been discontinued for a period of three months.

(b) Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as non-conforming uses.

(2) If any non-conforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than 50% of the market value of the structure before the damage occurred except if that it is reconstructed in conformity with the provisions of this section. This limitation does not include the cost of any alteration to comply with existing state or local Health, Sanitary, Building or Safety Codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places; provided that, the alteration shall not preclude its continued designation.

*(K) Amendments.* The regulations, restrictions and boundaries set forth in this section may from time to time be amended, supplemented, changed or appealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973; provided, however, that, no such action may be taken until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation on the city. At least 15 days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the Federal Emergency Management Agency. The regulations of

this section are in compliance with the National Flood Insurance Program Regulations as published in 44 C.F.R. and the 1983 Nebraska Flood Plain Management Act, being Neb. RS 31-1001 to 31-1023.

(L) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**APPEAL.** A request for a review of the Zoning Administrator/Chief Building Official's interpretation of any provision of this section or a request for a variance.

**APPURTENANT STRUCTURE.** A structure on the same parcel of property as the principal structure, the use of which is identical to the use of the principal structure.

**AREA OF SHALLOW FLOODING.** A designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a 1% or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

**BASE FLOOD.** The flood having 1% chance of being equaled or exceeded in any given year.

**BASEMENT.** Any area of the building having its floor subgrade (below ground level) on all sides.

**DEVELOPMENT.** Any human-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

**EXISTING CONSTRUCTION.** For the purposes of determining rates, structures for which the start of construction commenced before the effective date of the FIRM or before 1-1-1975, for FIRMs effective before that date. **EXISTING CONSTRUCTION** may also be referred to as **EXISTING STRUCTURES**.

**EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.

**EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION.** The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads).

**FLOOD or FLOODING.** A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (a) The overflow of inland or tidal waters; and
- (b) The usual and rapid accumulation of runoff of surface waters from any source.

**FLOOD FRINGE.** The area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a 1% chance of flood occurrence in any one year).

**FLOOD INSURANCE RATE MAP (FIRM).** An official map of a community, on which the Flood Insurance Study has delineated the flood hazard boundaries and the zones establishing insurance rates applicable to the community.

**FLOOD INSURANCE STUDY.** The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

**FLOODPLAIN.** Any land area susceptible to being inundated by water from any source. (See definition of flooding.)

**FLOODWAY** or **REGULATORY FLOODWAY.** The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

**FREEBOARD.** A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. **FREEBOARD** tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings and the hydrological effect on urbanization of the watershed.

**HIGHEST ADJACENT GRADE.** The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

**HISTORIC STRUCTURE.** Any structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

1. By an approved state program as determined by the Secretary of the Interior; or
2. Directly by the Secretary of the Interior in states without approved programs.

**LOWEST FLOOR.** The lowest floor of the lowest enclosed area (including basement). An unfinished or

flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's **LOWEST FLOOR**; provided that, such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this section.

**MANUFACTURED HOME.** A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term **MANUFACTURED HOME** does not include a recreational vehicle.

**MANUFACTURED HOME PARK OR SUBDIVISION.** A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

**NEW CONSTRUCTION.** For floodplain management purposes, structures for which the start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

**NEW MANUFACTURED HOME PARK OR SUBDIVISION.** A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

**OVERLAY DISTRICT.** A district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.

**PRINCIPALLY ABOVE GROUND.** At least 51% of the actual cash value of the structure is above ground.

**RECREATIONAL VEHICLE.** A vehicle which is:

- (a) Built on a single chassis;
- (b) Four hundred square feet or less when measured at the largest horizontal projections;
- (c) Designed to be self-propelled or permanently towable by a light duty truck; and
- (d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use.

**SPECIAL FLOOD HAZARD AREA.** The land in the floodplain within a community subject to 1% or greater chance of flooding in any given year.

**START OF CONSTRUCTION.** For other than new construction or substantial improvements under the Barrier Resources Act (Pub. Law No. 97-348), being 16 USC 3501 et seq., includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual **START** means the first placement of permanent construction of a

structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual **START OF CONSTRUCTION** means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not the alteration affects the external dimensions of the building.

**STRUCTURE.** A walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.

**SUBSTANTIAL DAMAGE.** Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

**SUBSTANTIAL IMPROVEMENT.** Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

(a) Any project for improvement of a structure to correct existing violations of state or local Health, Sanitary or Safety Code specifications which have been identified by the local Code Enforcement Official and which are the minimum necessary to assure safe living conditions; or

(b) Any alteration of a "historic structure"; provided that, the alteration will not preclude the structure's continued designation as a "historic structure".

**VARIANCES.** A grant of relief to a person from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in necessary hardship.

**VIOLATION.** A failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

PASSED AND APPROVED this 18<sup>th</sup> day of July, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2023-16**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, TITLE XI BUSINESS REGULATIONS, CHAPTER 110 OCCUPATION TAXES, SECTION 110.07 UTILITY FRANCHISE FEES; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Title XI Business Regulations, Chapter 110 Occupation Taxes, Section 110.07 Utility Franchise Fees, shall be amended as follows:

§ 110.07 Utility Franchise Fees.

There is hereby assessed a Franchise Fee for the distribution of electricity for sale in an amount equal to 10.5% of the gross receipts derived from the business of distributing and selling electricity. Payment shall be made to the Clerk on a monthly basis.

There is hereby assessed a Franchise Fee for the distribution of water for sale in an amount equal to ~~8~~ **10.5**% of the gross receipts derived from the business of distributing and selling water. Payment shall be made to the Clerk on a monthly basis.

There is hereby assessed a Franchise Fee for the processing of sewer in an amount equal to ~~7~~ **10.5**% of the gross receipts derived from the business of processing sewer. Payment shall be made to the Clerk on a monthly basis.

Section 2. 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 August, 2023.

THE CITY OF WAYNE, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2023-48**

**A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY TAXES TO THE WAYNE AIRPORT AUTHORITY.**

WHEREAS, the Governor signed LB989 of the 1997 Session into law, and this law authorizes the City Council to allocate property taxes to the Wayne Municipal Airport Authority; and

WHEREAS, LB 1114 allows Airport Authorities to adopt a resolution requesting that the governing body of the city include their tax levy in the city budget; and

WHEREAS, the Wayne Municipal Airport Authority has requested \$79,044 in property tax allocation; and

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska, hereby finds and determines that it is in the best interest of the City to allocate \$79,044 in property taxes to the Wayne Municipal Airport Authority.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City of Wayne allocates \$79,044 to the Wayne Municipal Airport Authority.

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**PRELIMINARY LEVY ALLOCATION FROM CITY OF WAYNE**  
RESOLUTION NO. 2023-2

WHEREAS, Nebraska Statute 77-3443 (3) requires all political subdivisions subject to city levy authority to submit a preliminary request for levy allocation to the city council; and

WHEREAS, the Wayne City Council is the levy authority for the Wayne Municipal Airport.

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2023-2024:

FUND TAX REQUEST

General Fund	<u>\$ 79,044</u>
TOTAL	<u>\$ 79,044</u>

BE IT FURTHER RESOLVED that said Public Airport has repayment of Interest-Free Loans from the Department of Aeronautics for \$30,876 and this amount is not included in the above tax request as allowed by law.

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2023-2024:

TOTAL

Motion by Ley to adopt Resolution NO. 2023-2. Seconded by Hammer.

Voting yes were: Meyer, Ley, Hammer, Schmitz

Voting no were: -

Motion carried.

Date this 10<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary

**RESOLUTION NO. 2023-49**

**A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY TAXES  
TO THE WAYNE COMMUNITY REDEVELOPMENT AUTHORITY.**

WHEREAS, the Community Redevelopment Authority of the City of Wayne, Nebraska, has by Resolution adopted July 25, 2023, submitted a request to the City Council of the City of Wayne for property tax levy allocation as follows:

The amount of revenue sought to be raised is 2.6 cents per \$100.00 of the taxable value of real property within the City of Wayne.

NOW, THEREFORE, in consideration of the foregoing recitals, the Mayor and City Council of the City of Wayne, Nebraska, hereby adopt the following Resolution:

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the final allocation of levy authority for the Community Redevelopment Authority shall be in the amount of 2.6 cents per \$100.00 of the taxable value of real property within the City of Wayne.

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CRA RESOLUTION 2023-1**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA, APPROVING A REQUEST BE MADE TO THE CITY OF WAYNE, NEBRASKA, TO LEVY TAXES FROM ITS GENERAL FUND TO ASSIST THE COMMUNITY REDEVELOPMENT AUTHORITY IN DEFRAYING ITS EXPENSES.**

WHEREAS, the Community Redevelopment Authority of the City of Wayne, Nebraska ("CRA") has been formed and has undertaken certain redevelopment activities under the Authority of Neb. Rev. Stat. 18-2101 et seq.; and

WHEREAS, it is necessary for the Authority to submit an estimate of the amounts necessary to be appropriated by the governing body of the City of Wayne, Nebraska, to defray the expenses of the Authority, pursuant to Neb. Rev. Stat. 18-2140; and

WHEREAS, it is necessary for the governing body of the City of Wayne, Nebraska, to prepare a budget statement setting out separately the amount of revenue sought to be raised from the levy of a tax on the taxable value of real property for the purpose of paying the principal or interest on bonds issued by the governing body and for all other purposes; and

WHEREAS, the Authority is in the process of preparing a budget for the next fiscal year of operations and has determined the amount of revenue expected to be necessary to defray the expenses of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA, as follows:

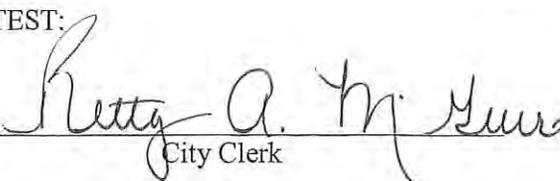
1. The amount of revenue sought to be raised is 2.6 cents per \$100.00 of the taxable value of real property within the City of Wayne; and
2. The governing body of the City of Wayne, Nebraska, is hereby requested to levy taxes and/or to appropriate from its general fund and place at the disposal of the Authority such amounts in order to assist the Authority in defraying its expenses.

**PASSED AND APPROVED** this 25<sup>th</sup> day of July, 2023.

**THE COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF WAYNE,  
NEBRASKA**

By   
Chair

ATTEST:

By:   
City Clerk

[Back to Top](#)

**RESOLUTION NO. 2023-50**

**A RESOLUTION APPROVING WAYNE COUNTY LOCAL EMERGENCY OPERATIONS PLAN.**

BE IT RESOLVED by the Mayor and the City Council of the City of Wayne, Nebraska, that in order to provide for a coordinated response to a disaster or emergency in Wayne County, the City of Wayne and other cities and villages in Wayne County, the Wayne City Council deems it advisable and in the best interests of the community and Wayne County to approve the attached Wayne County Local Emergency Operations Plan. Acceptance of this 2023 Local Emergency Operations Plan supersedes all previously approved Wayne County Local Emergency Operations Plans.

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CITY  
OF  
WAYNE**

**OPERATIONS  
PLAN**

**FOR  
DISASTER  
RESPONSE  
AND  
RECOVERY**

**2023**

# CITY OF WAYNE EMERGENCY OPERATIONS PLAN

## TABLE OF CONTENTS

<u>Subject</u>	<u>Page</u>
I. <u>Purpose</u>	A-27
II. <u>Planning Factors</u>	A-27
III. <u>Basic Disaster Operations</u>	A-28
IV. <u>Incident Command/Field Operations/ First Responders</u>	A-31
Police Department	A-32
Police Department Communications Center	A-34
Fire Department	A-34
Emergency Medical Services	A-35
Public Works/Utilities	A-36
Street Department	A-36
Electric Department/Power District	A-37
Water Division	A-38
Wastewater Division	A-39
Parks and Recreation Department	A-39
Landfill	A-40
V. <u>Emergency Operations Center</u>	A-40
Mayor/City Council	A-40
City Administrator	A-41
Emergency Management Director	A-43
City Attorney	A-45
Building Inspector	A-46
City Clerk/Treasurer	A-47
Purchasing Officer	A-48

## CITY of WAYNE EMERGENCY OPERATIONS PLAN

### I. PURPOSE

- A. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The Mayor will be responsible for the coordination and management of both the prevention preparations and the disaster operations and recovery. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster. (Nebraska Emergency Management Act, 1996, section 81-829.46).
- B. The Emergency Preparedness Mission for the City of Wayne is to ensure the coordination of city departments and personnel to effectively respond to and recover from a natural or manmade disaster so that the maximum number of people and the greatest amount of property in jeopardy from a disaster can be saved and order restored as soon as possible.
- C. This plan identifies the primary disaster responsibilities of city departments and personnel employed by the city. This plan is intended to supplement the Wayne County Local Emergency Operations Plan (LEOP); functions found in this plan are also discussed in the LEOP.
- D. It is in the best interest of the City of Wayne that the named key officials meet at least once a year and after each disaster to review the Plan with the County Emergency Manager to determine that the Plan is current and reflects the roles and responsibilities as defined by statutes, resolutions and field operations.

### II. PLANNING FACTORS

#### A. All-Hazards Approach

- 1. This Plan uses an "all-hazards" approach that provides general direction for responding to any type of disaster across a full spectrum of hazards.

#### B. Vulnerable Populations

- 1. There are populations at risk in Wayne. These will require special considerations in warning, evacuation, and other areas of disaster response.

2. The community could use local radio and TV station scrolls to warn the various access and functional needs populations.

C. Primary Responsibility For Disaster Response and Recovery

1. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster.
2. In the absence of the Mayor, the established line of succession is:
  - a. President of the City Council
  - b. Senior member of the City Council
  - c. An official as appointed/elected by the City Council (special election as necessary)

III. BASIC DISASTER OPERATIONS

A. Operations - Warning Phase

1. When alerted of a disaster situation, the Communications Center of the Wayne Police Department will begin notification of those on their emergency notification list.
2. The public may have already been warned by sirens or through the electronic media. If there are no automated warnings, dispatch will sound the sirens as authorized.

B. Operations - Actual Disaster

1. The first priority after a disaster has struck is lifesaving activities and the subsequent preservation of property. First Responders will proceed to the scene of the disaster or staging area as soon as possible. Initial requests for Field Operations assistance will be channeled through the Communications Center.
2. After the initial response, the Emergency Operations Center (EOC) will likely be activated to provide a site for local officials and other designated personnel to implement direction and provide coordination and support of Field Operations.

3. Other agencies and groups not defined as First Responders may be asked to provide additional disaster services as the city begins the process of recovery.
4. All responders in the field and officials at the EOC must maintain contact with each other to effectively coordinate response/recovery from the demands of the emergency.
5. All responding departments, agencies, and jurisdictions will follow the National Incident Management System (NIMS) protocols when conducting either individual or joint disaster response and recovery activities. This includes but is not limited to establishing unified or area incident command systems, the use of staging areas as needed, implementing multi-agency coordination systems and resource management including the identification and listing of all department, agency, and jurisdiction disaster response resources (equipment, trained personnel, supplies, facilities) using the NIMS resource identification process.

C. Operations - Departmental Responsibilities

The City has defined responsibilities for providing assistance to individuals suffering injury and/or loss and for providing government emergency services after a disaster. Disaster operations can encompass three areas:

1. Field Operations (Tactical and Operational)

- a. First Responders will provide the initial tactical response to a disaster.
- b. These First Responders will use the National Incident Management System by establishing Incident Command. A member of one of the First Responder emergency units will provide the initial Incident Commander. This will be determined by the nature of the disaster. Incident Command may be transferred to another agency as disaster priorities change.
- c. Because of the scope of the disaster, First Responders may incur additional responsibilities as defined in Section IV of this plan.
- d. When the EOC is activated, field operations will coordinate with the EOC; although the EOC will not dictate field actions, final authority for major decisions in response/recovery operations is the responsibility of the elected officials at the EOC.

2. Emergency Operations Center (EOC) (Strategic and Functional)

The Emergency Operations Center will be activated to coordinate disaster response and recovery with the site Incident Commander.

- a. Staffing will be determined by the severity of the situation.
- b. The EOC is located at City Hall, 306 Pearl Street. This location provides communications capability, auxiliary power and ample space with support equipment for disaster operations. The Wayne Fire Hall is an alternate site for the EOC located at 510 Tomar Drive. This location provides communications capability and ample space for disaster operations. The Wayne County EOC is another alternate site in the basement of the Sheriff's Office, 521 Lincoln Street. This location provides communications capability and ample space with support equipment for disaster operations. The Wayne County Emergency Operations Center Trailer is another alternate which provides communications capabilities, auxiliary power, with support equipment for disaster operations.

### 3. Additional Disaster Services (Support)

Other agencies and groups may be asked for assistance after the initial response to the disaster. The Incident Command or the EOC Staff may request these services.

## D. Field Operations: Incident Command and the EOC

1. Both the field responders and the EOC staff must interface during disaster operations so response efforts are channeled for the quickest, most effective recovery for the city. The use of the NIMS will help standardize communications and enhance coordination between incidents, initial responders, mutual aid, CEO's and supporting organizations.
2. Communications Capabilities: When the Incident Commander establishes a command post and the EOC is activated, each will maintain communications with each other.
3. EOC Briefings: The Incident Commander, first responders, City Departments and agencies working the disaster may be required to send a representative to report activities, accomplishments, needed support and supplies and the next operational priority in their area. From this report, the Emergency Operations Center Incident Action Plan (EOC-IAP) is developed for the next specified operational period.
4. Security of the Disaster Area:
  - a. Security may be needed at all the highway points leading into Wayne. The Nebraska State Patrol can help with security.

- b. Local resources will be used first for roadblocks and barricades; then other village/county/state roads departments may be asked to help. The Incident Commander or Law Enforcement will contact the Communications Center to request additional resources from these agencies.
- c. Identification cards for access to the disaster area will be issued in Wayne and the County. ID cards are needed for local officials, volunteers, the media, and residents when the disaster area has been secured. The Wayne County Emergency Management Director (or other authorized position) will distribute identification cards from the EOC or at the disaster access points.

#### E. Operations - Administration

1. Under the direction of the Mayor/City Administrator, either the City Clerk/Treasurer/Purchasing Officer will purchase or rent needed supplies, materials, and equipment or hire temporary help for disaster operations. All agreements and contracts on a temporary basis will be recorded in the City Clerk's/Treasurer's Office. Contracting for permanent repairs and/or new construction of public facilities will follow established, routine procedures. All labor, equipment, and material expenditures, including donated supplies, equipment, professional and volunteer services for the disaster will be submitted to and documented by the City Clerk/Treasurer.

### IV. INCIDENT COMMAND / FIELD OPERATIONS - FIRST RESPONDERS

#### A. Primary Field Operational Control for the Disaster

1. All City Departments will become familiar with an Incident Command System per HSPD-5, NIMS. This Incident Command System will be used to ensure one point of contact for field coordination.
2. The Incident Commander may select staging area(s) if needed. The Incident Commander will inform the EOC of the location(s) of the staging area(s).

#### B. Responsibilities List for Field Operations

1. In preparing this plan, city officials have assigned responsibilities for disaster response and recovery. These responsibilities address an "all-hazards" approach; therefore, all activities listed for each department may not need to be applied to every disaster. However, the list is not all-inclusive; at the direction of either the Department Supervisor or the City

Administrator (Mayor, if no City Administrator); city personnel may be requested to perform other disaster duties.

2. The task assignments for each City Department are written in general terms and purposely do not tell supervisors how to do their jobs. Each Department should develop guidelines (SOPs) for their specific operations in a disaster situation.

C. Police Department - Police Chief (LEOP - Annex H)

1. Among the First Responders to the disaster scene.
2. Implements the appropriate National Incident Management System.
3. Assesses communications capability as a priority action.
4. Notifies off-duty Police Department personnel and, if required, other law enforcement agencies for assistance. About 10 persons could be available from the Wayne Police Department, County Sheriff's Office, Nebraska State Patrol, Game and Parks Commission.
5. If needed, in conjunction with the Fire Department, warns residents and businesses by public address systems, knocking on doors, or other means.
6. Conducts any evacuation as required; including coordination with Emergency Management to select the best evacuation routes to the selected shelter. See Annex E for evacuation planning and operations guidelines.
7. Implements established procedures for roadblock locations to isolate Wayne if entry control is necessary.
8. Warns the public to evacuate by public mass notification system or door-to-door if time does not allow emergency information to be released through the Public Information Officer; the Fire Department may assist in contacting those affected. See Annexes B and D for communications capabilities and strategies.
9. Coordinates with the EOC and Incident Command for transportation of access and functional needs evacuees.
10. Coordinates with the EOC and Incident Command in selecting assembly points and exercises surveillance over the assembly points being used for loading buses used for evacuation.
11. Assesses and determines the immediate needs for cleared routes to the hospital and coordinates with the EOC and Incident Command.

12. Coordinates traffic control and crowd control in and around the disaster area.
13. Coordinates with the Street Department for barricades, signs, and flags at control points as established by the Police Department. This will also be coordinated with the EOC and Incident Command.
14. Conducts search and rescue operations with Fire Department personnel.
15. Assesses the need for other City Departments to respond, contacts the Superintendents of Departments and reports this to the EOC.
16. May request opening the EOC for assistance in coordinating disaster response.
17. Relocates to an alternate site, the Wayne Co Sheriff's Office at 521 Lincoln Street if the Police Department is damaged.
18. May initially advise the EOC of area affected and gives general damage information.
19. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual to the EOC.
20. Sends a representative to the briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
21. Secures the disaster area:
  - a. To include critical public facilities and residences
  - b. Checks volunteer ID cards
  - c. Checks permanent ID cards of City personnel
  - d. Controls EOC security from any interference with emergency operations
22. Prevents looting in disaster area.
23. Prevents re-entry into damaged or contaminated buildings.
24. Provides security at shelters, if needed.
25. Provides security for visiting dignitaries.
26. Notifies the EOC of possible flooding problems.

27. Picks up stray animals or implements other animal control measures using volunteers, veterinarians or animal control officers. See Annex H.
28. Deputizes additional personnel, as required.
29. Continues with police responsibilities and services in unaffected areas.
30. Designates and maintains the lines of succession in the absence of the Police Chief.

D. Communications Center - Police Department (LEOP - Annex B)

1. Maintains a current call-down roster of phones and pagers for key city personnel and others such as the hospital, care centers, schools, and businesses.
2. Provides warning through sirens; if the endangered area is isolated, telephones residents and/or businesses and initiates other warnings systems for identified special populations.
3. Monitors and disseminates further watches and/or warnings or advisories.
4. After the initial request for first response, makes the necessary notifications to include notifying the City Administrator, Mayor, and Emergency Management Director.
5. Coordinates emergency radio traffic.
6. May request additional assistance through the EOC.

E. Fire Department - Fire Chief (LEOP - Annex F)

1. Among the First Responders to disaster scene.
2. Assumes the operational control for fire suppression and explosions.
3. If properly trained, serve as a hazardous materials responder; provides measures to minimize dangers from hazardous materials.
4. Provides radiological monitoring at radiological accidents, including the necessary coordination with Nebraska Health and Human Services System Regulation and Licensure and the Nebraska Emergency Management Agency.
5. Implements the Incident Command System per NIMS.

6. May request opening the EOC for assistance in coordinating and supporting disaster response.
7. Coordinates with Law Enforcement in search and rescue operations.
8. Assists Law Enforcement in evacuation efforts.
9. Assists Law Enforcement in warning by public address system or door-to-door.
10. Assists Law Enforcement in crowd control/security of the disaster area.
11. Assesses need for other City Departments to respond and contacts the Department Superintendent(s); reports this to the EOC.
12. Implements mutual aid agreements with other jurisdictions, as needed.
13. Coordinates the staging area with the EOC and Incident Command.
14. Assists in safety inspections to assure the integrity of a structure before permitting re-occupancy.
15. Sends a representative to briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
16. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual, to the EOC.
17. Continues fire suppression operations.
18. Establishes and maintains the lines of succession in the absence of the Fire Chief.

F. Emergency Medical Services - Rescue Chief (LEOP - Annex G)

1. May be among the First Responders at the disaster scene.
2. Implements the Incident Command System per NIMS.
3. Conducts triage operations, if needed.
4. Operates emergency medical units to provide emergency treatment to injured personnel at the scene.
5. Transports injured to the hospital; checks with Police Department\EOC for open routes to hospital.

6. Implements mutual aid agreements with other jurisdictions as necessary, allowing hospital staff to stay at their facility to receive injured.
7. Sends a representative to briefings at the EOC and informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
8. Continues emergency medical services for the remainder of the City.
9. Establishes and maintains the lines of succession.

G. Public Works/Utilities (LEOP - Annex K)

1. The Public Works/Utilities Department includes these departments: Street, City Electric, Water/Waste Water, Parks and Recreation. If a staging area for the Public Works/Utilities function is established, it will be coordinated with the EOC and Incident Command.
2. Street Department - Superintendent

The call to respond to the disaster will probably come from dispatch at the Wayne PD Communications Center. The Superintendent will coordinate with the Mayor/City Administrator/Incident Commander on disaster work assignments. Tasks may include but are not limited to:

- a. Developing a response priority/plan to clear debris from the primary routes needed for First Responders; then clearing the arterials and collectors.
- b. Assessing and reporting street damage to the EOC; systematically clearing the streets as prioritized at the EOC briefings with input from the City Administrator/Mayor/Incident Commander, Police Department, and other affected City Departments.
- c. Closing streets, if requested by Law Enforcement/Incident Commander, by transporting and erecting barricades, signs, and flags at control points established by Law Enforcement.
- d. Posting traffic directional signs, as needed, particularly for evacuation.
- e. Clearing debris from public areas, but only from private property as is necessary for the rescue or safety of the occupants.
- f. Performing priority repairs to streets.
- g. Clearing inlets and repairing storm sewers.

- h. Providing emergency repair and maintenance of vehicles and equipment during disaster operations.
  - i. During flooding conditions, coordinating sandbagging operations for public buildings/entities.
  - j. Assisting the City Administrator/Mayor in meeting requirements for the disposal of disaster debris. Responsibilities for landfill operations are listed under City Administrator.
  - k. Establishing temporary debris collection or disposal sites, additional temporary tree burning areas, as needed and as approved by Dept. of Environmental Quality.
  - l. If not being utilized, furnishing heavy equipment and personnel to other City Departments.
  - m. Sending a representative to the briefings at the EOC; informing the EOC, City Administrator, Mayor and Incident Commander of accomplishments, needs, and any problems.
  - n. Maintaining records of all overtime, operational expenses, repair costs, in-stock supplies used; supplies, equipment and labor procured during the response and recovery.
3. City Electric Department
- a. All department employees will report to their normal Street and/or Electric Shop for vehicles, mobile communications, and assignments. If their work reporting stations are un-accessible, they will receive further information during the notification or recall process.
  - b. The first qualified employee reporting may survey the sub-stations; survey overall damage to see if outside assistance will be required and will alert the Superintendent if mutual aid is needed. This will also be reported to the EOC.
  - c. Electrical Supervisor/director will direct and coordinate activities that:
    - i. De-energizes downed power lines.
    - ii. Restores service as prioritized.
    - iii. Coordinates with the City Administrator/Mayor and Incident Command and supplier in finding a temporary source of electricity should the city need it to restore utility service.

- iv. Keeps the City Administrator/Mayor and Incident Command and supplier informed of the current situation and when service may be restored.
  - v. Sends representative to briefings at the EOC; inform the EOC/City Administrator/Mayor/Incident Commander of any problems.
  - vi. Safety inspects the electric systems on damaged public buildings; coordinates with the building inspector on these inspections.
  - vii. Provides emergency lighting where needed for disaster operations.
  - viii. Coordinates the use of emergency power generators with the EOC and Incident Command.
  - ix. Furnishes available heavy equipment and personnel to other City Departments.
4. Water and Wastewater Department - Superintendent
- a. Water Division
    - i. Can assess each house individually.
    - ii. Maintain water pressure and uncontaminated water supply.
    - iii. Where possible, ensures an adequate water supply to the fire hydrants in case of major fire.
    - iv. Is prepared to isolate the water system where there is a possibility of contamination from a hazardous materials spill.
    - v. Repairs the water tower and/or mains, as prioritized; isolates ruptured or damaged mains until repairs can be made.
    - vi. Coordinates water testing with the State Health and Human Services System.
    - vii. Provides potable emergency water supply.
      - a. Locates suitable containers; fills with uncontaminated, potable water.

- b. Distributes water to locations as coordinated by the EOC; is aware of prioritized facilities needing water such as the hospital or care facilities.
- viii. Safety inspects the water system.
- b. Wastewater Division
  - i. Maintains the sanitary sewer operations.
  - ii. Is prepared to isolate in-flow if the incident involves a hazardous materials spill into the waste system.
  - iii. Safety inspects the wastewater system if damaged from the disaster.
  - iv. Contracts for portable toilets and for their maintenance.
- c. Both Water and Wastewater Divisions
  - i. If not being utilized, may be required to furnish equipment, such as vehicles, and personnel to other City Departments.
  - ii. Sends one person to EOC briefings to represent both Divisions; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
- 5. Parks and Recreation Department - Director
  - a. Surveys damage to parks.
  - b. Reports to the City Administrator/Mayor for disaster work assignment.
  - c. If not being utilized, furnishes equipment/personnel to other City Departments.
  - d. Will attend or be represented at EOC briefings; informs the EOC/City Administrator/Mayor of any problems in disaster clean-up/repair.

## 6. Landfill Operation

The City Administrator/Mayor will primarily be responsible for coordinating disposal of disaster debris and will work with the Street Department in accomplishing this function. The following may be some of the requirements for disaster operations:

- a. Meet the demand for greater disposal operations by:
  - i. Requesting an extension of hours as needed for debris disposal.
  - ii. Requesting signs or guides in the debris management area to organize disposal efforts.
- b. Obtain permission from DEQ for normally unauthorized items (to the extent possible) to go to the landfill; find alternatives for disposal of unauthorized items.
- c. Maintain a "salvage depot" for recovered, unclaimed damaged property which is removed from public or private property.
- d. In coordination with other affected City Departments, the EOC, and Incident Commander establishes temporary site(s) for debris disposal/storage, separation, storage, recycling.
- e. Will establish an additional temporary tree-burning area, if the one "permitted" burn site in Wayne is not adequate.

## V. EMERGENCY OPERATIONS CENTER

### A. Mayor/City Council (LEOP - Annex A)

Responsibilities of the Mayor and City Council during disaster operations may include, but are not limited to:

1. Making executive decisions; establish effective disaster response policy.
2. Exercising emergency powers; provide policy decisions.
3. Signing the Disaster Declaration.
4. Exercising the final authority on subjects such as:
  - a. Curfews
  - b. Price restrictions

- c. Standards for contractors, craftsmen
  - d. Temporary waivers for land use
  - e. Other related legal responsibilities
  - f. Evacuation decisions
5. Approving emergency legislation for the city.
  6. Activating the EOC; notifying the Emergency Manager
  7. Emergency Public Information (LEOP - Annex D)
    - a. The Mayor will ensure that the public is given timely and accurate information through the Public Information Officer (PIO).
    - b. The Mayor will designate a PIO at the time of the disaster if one is not appointed.
    - c. The PIO will establish an Information Center to:
      - i. Release emergency directions and information to radio, television and newspaper.
      - ii. Work with outside media sources, providing timely, accurate information at scheduled media briefings or as the situation dictates.
      - iii. Maintains liaison with the EOC and the Incident Commander to stay abreast of current information.
      - iv. Serves as the source through which the media will gain access to public officials, if required.
      - v. Provides current and accurate information to the general public making inquiries.

#### B. City Administrator

The City Administrator is the administrative head of the city government and works under the direction of the Mayor who has final authority for all City Departments. The City Administrator may be delegated responsibility by the Mayor and Council to coordinate with the Emergency Management Director in providing unified management of the direction and control functions for disaster response and recovery and for support of the Incident Command. The City Administrator's responsibilities may include, but are not limited to:

1. Coordinating with the Mayor/City Council members, the Wayne County Emergency Management Director and the Incident Commander during disaster operations.
2. The City Administrator will be alerted of a disaster situation by the dispatcher or Wayne County Emergency Management Director; normally, the City Administrator will, in turn, call the Mayor.
3. Activating the EOC.
4. Reporting to the EOC to monitor the disaster incident through situation reports and data coming into the EOC; visiting the various areas of the disaster, as necessary.
5. In conjunction with the Wayne County Emergency Management Director, determining EOC staffing.
6. Providing over-all coordination of all City Departments and purchasing for handling the disaster effort.
7. In conjunction with needs of Field Operations and Emergency Management:
  - a. Recruiting any city personnel not involved in disaster response who could assist in emergency duties.
  - b. Forming a clerical pool and provide any other support personnel needed to staff the EOC - may include recording disaster events, maintaining status boards, word processing, answering inquiries, telephoning, etc.
8. Maintaining current inventory and resource list of emergency equipment and supplies.
9. Coordinating citywide resources that may be used in disaster response/recovery.
10. Coordinating with the City Attorney on any legal emergency matters.
11. Responding to official inquiries.
12. If a number of public buildings and/or streets have been affected by the disaster, assisting in prioritizing the return to service.
13. Coordinating with the Building Inspector in recovery and rebuilding efforts.

14. Ensuring the Building Inspector has designated someone to photographically document damage should there be a later application for state or federal assistance.
15. Designating appropriate staff to photograph debris piles before disposal.
16. In conjunction with the Clerk/Treasurer, ensuring that the City Clerk/Treasurer documents expenses for the disaster including the donation of supplies, equipment, services and volunteer labor.
17. Assisting the Wayne County Emergency Management Director in determining the location(s) for the distribution of potable water and requesting the Water Department to provide potable water to the public; then through the Public Information Officer, notifying the public of the availability and location(s) of water.
18. Working with the Wayne County Emergency Management Director in providing liaison with local contractors, businesses, and industries to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required in the disaster situation.
19. Advising disaster victims of temporary emergency housing.
20. Establishing a point of contact for cash donations from the community for disaster victims/efforts and establishing guidelines in distributing the money. Also maintain an accepted, standardized accounting system to track appropriate financial donations.
21. Maintaining a "salvage depot" for unclaimed items.

C. Emergency Management Director

The Wayne County Emergency Management Director will act as a disaster operations advisor to the Mayor and City Council. In performing the direction and control function for coordinating disaster operations, the Wayne County Emergency Management Director will work closely with the City Administrator. Disaster operations duties for the Wayne County Emergency Management Director may include, but are not limited to:

1. Being responsible for the EOC readiness to include adequate communications systems, status/ICS boards, maps, office supplies/equipment, printed logs/forms, alternate power or an alternate location.
2. Activating the EOC (normally called by the Dispatcher or Incident Commander); assumes overall operational management and coordination for the support of emergency functions of the disaster response and recovery.

3. In conjunction with the City Administrator/Mayor, determining who is needed on the EOC Staff.
4. Maintaining a current call-down list of EOC Staff with an established procedure for calling in the Staff.
5. Coordinating additional communications support, such as amateur radio operators, staff to take calls for "rumor control", etc.
6. Tracking and recording disaster events electronically, or on a status board or flip chart; plotting areas of destruction on maps; staff from the City Clerk/Treasurer's may be assigned this function.
7. Conducting EOC briefing(s) to coordinate disaster response/recovery efforts; determine with executives how often briefings are needed.
8. Coordinating with the City Departments as well as local businesses, private groups, volunteers, and adjacent jurisdictions called for mutual aid and with Wayne County government if the situation dictates.
9. Requesting the Public Information Officer to provide emergency information to the public concerning an evacuation.
10. Coordinating transportation that may be required for evacuation.
11. Advising in the selection of assembly points for transportation.
12. Coordinating shelter operations with the American Red Cross.
13. Recommending that the Mayor/Council declare an emergency; preparing the Disaster Declaration for the signature of the Mayor and the witness of the Clerk.
14. Coordinating with the City Attorney on any legal emergency matters.
15. Coordinating with the ARC/Social Services/Area Agency on Aging on disaster needs of individuals to provide necessary outreach services and assistance in recovery.
16. Coordinating staging areas with Field Operations.
17. Disseminating Identification cards for:
  - a. Emergency workers
  - b. Volunteers
  - c. Disaster area residents

## d. Appointed/elected officials

18. Coordinating with the City Administrator in determining potable water distribution locations; assuring that the public is notified concerning the availability and location of water.
19. Working with the City Administrator in providing liaison with local contractors, businesses, and industry to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required.
20. Making formal requests to the next higher levels of government for assistance if the disaster response is beyond the capability of the City.
21. Providing pre-event training opportunities for personnel who will respond to a disaster.
22. Reviewing and updating this Plan for the City of Wayne, annually.

D. City Attorney

1. Reviews the Nebraska Emergency Management Act and provides emergency legal counsel to city officials on subjects such as:
  - a. Curfews
  - b. Price restrictions
  - c. Standards for contractors, craftsmen to ensure disaster victims are not further victims of unscrupulous practices
  - d. Temporary waivers for land use
  - e. Other related legal duties
2. Drafts emergency legislation for the city.
3. Provides assistance in negotiating contracts for emergency services.

E. Building Inspector (LEOP - Annex C)

1. May coordinate or assist the Debris Manager in damage assessment of:
  - a. Public entities
  - b. Homes
  - c. Businesses
2. Compiles information to define the property appraisals/values and insurance coverage as well as damage sustained.
3. Works with the American Red Cross damage assessment team to assure all homes have been surveyed for damage.
4. In conjunction with the City Administrator, assures someone is designated to photograph and record public and private damage should there be an application for state or federal assistance.
5. Compiles all damage assessment reports into a summary document for use by the EOC Staff.
6. Assures that safety inspections are conducted for public and private buildings and issues temporary occupancy permits for temporary housing.
7. Prepares demolition orders for all unsafe structures and provides assistance in the coordination of the demolition work.
8. Assures that rebuilding is in compliance with the City's master development plan.
9. Coordinates first with local contractors/lumber yards to restore damaged public facilities.
10. Coordinates with the City Administrator in establishing a point of contact for insurance adjusters and the influx of builders and repairmen.
11. Contracts, with the approval of the City Administrator, for needed structural engineering services.
12. Coordinates, as necessary, with the City Electric Superintendent on the safety inspections of the electric systems on damaged public buildings.
13. Ensures that all incoming contractors register through the Building Inspector's office.

F. City Clerk/Treasurer

1. Witnesses the Disaster Declaration.
2. Tracks and documents all expenses for the disaster operations from each City Department to include:
  - a. Labor (regular and overtime, temporary help and volunteer time).
  - b. Equipment usage, rentals, repairs due to the disaster.
  - c. Materials (to include parts and supplies used from the City's inventory) and
  - d. Accounts for the reception and disbursements of all appropriate financial aid, equipment, supplies, volunteer labor, and donations.
3. Coordinates with the Purchasing Officer in assigning (at the time of the disaster) an account number for emergency expenditures.
4. Provides financial statistics and summaries for the cost of the disaster, when requested.
5. In conjunction with the City Administrator, prepares the necessary documentation required for state and federal disaster assistance applications.
6. In initial disaster response, may assist at the Communications Center.
7. Provides staff for the EOC to track and record disaster events.
8. Work as or closely with the Volunteer Coordinator in Wayne. Procedures are outlined in Attachment 3 to Annex L.

G. Purchasing Officer

1. Makes emergency purchases, as required.
2. When the Mayor declares a disaster, implements the policy that delegates authority to department superintendents to purchase or lease emergency supplies and/or equipment.
3. Coordinates with the City Clerk/Treasurer in assigning department superintendents an account number for emergency expenditures.

**RESOLUTION NO. 2023-51**

**A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.**

WHEREAS, the City of Wayne (“City”) is desirous of entering into a Memorandum of Understanding with Wayne Community School District #90-0017 (“School District”), which describes/outlines and constitutes a general agreement amongst the parties for the City to provide a “School Resource Officer” to have a presence at the school during the school year; and

WHEREAS, a copy of said Memorandum of Understanding is attached hereto and incorporated herein by reference.

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

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN  
WAYNE POLICE DEPARTMENT, CITY OF WAYNE, AND  
WAYNE COMMUNITY SCHOOL DISTRICT 90-0017**

This Memorandum of Understanding (MOU) is made and entered as of the date fully executed below, by and between the WAYNE POLICE DEPARTMENT and the Wayne County School District No.90-0017, also known as Wayne Community Schools.

WAYNE POLICE DEPARTMENT provides law enforcement services to the City of Wayne and approximately 6,000 residents.

WAYNE COMMUNITY SCHOOLS is a public education institution that provides free and public education to approximately 1,000 students in Wayne County.

**WHEREAS**, WAYNE COMMUNITY SCHOOLS and the WAYNE POLICE DEPARTMENT share the goal of promoting school safety and a positive school climate;

**WHEREAS**, All parties acknowledge that crime prevention is most effective when WAYNE COMMUNITY SCHOOLS, WAYNE POLICE DEPARTMENT, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

**WHEREAS**, WAYNE COMMUNITY SCHOOLS and the WAYNE POLICE DEPARTMENT agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

**WHEREAS**, WAYNE COMMUNITY SCHOOLS staff should generally not involve the WAYNE POLICE DEPARTMENT Student Resource Officer(s), (SRO), in enforcement of WAYNE COMMUNITY SCHOOLS discipline policies;

**WHEREAS**, WAYNE COMMUNITY SCHOOLS and WAYNE POLICE DEPARTMENT recognize that student contact with WAYNE POLICE DEPARTMENT's SROs and WAYNE COMMUNITY SCHOOLS staff builds positive relationships leading to better student outcomes; and

**WHEREAS**, WAYNE COMMUNITY SCHOOLS and the WAYNE POLICE DEPARTMENT agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all WAYNE COMMUNITY SCHOOLS students.

NOW, THEREFORE, WAYNE COMMUNITY SCHOOLS and the WAYNE POLICE DEPARTMENT agree as follows:

## **Section 1. School Discipline and Law Enforcement Program Goals**

1. To create a common understanding (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) SROs should not be involved in the enforcement of school rules; and (c) a clear delineation of the roles and responsibilities of SROs as to student discipline, with regular review by all stakeholders, is essential.
2. To minimize student discipline issues so they remain school-based and do not transfer to the juvenile justice system;
3. To promote educational effectiveness and accountability for the actions of juveniles;
4. To provide training as available to SROs and appropriate WAYNE COMMUNITY SCHOOLS staff on effective strategies to work with students that align with program goals;
5. To employ best practices so that all students are treated impartially and without bias by WAYNE POLICE DEPARTMENT's SROs and the policies of WAYNE POLICE DEPARTMENT, and also by WAYNE COMMUNITY SCHOOL'S staff in alignment with rules and procedures applicable to WAYNE COMMUNITY SCHOOLS equity policies; and
6. To utilize best practices for training and oversight with the goal of reducing any existing disproportionality

## **Section 2. Roles and Responsibilities regarding School Discipline.**

1. Disciplining students is the responsibility and authority of WAYNE COMMUNITY SCHOOLS school administrators, and parents. Law enforcement is the responsibility of WAYNE POLICE DEPARTMENT. WAYNE COMMUNITY SCHOOLS and WAYNE POLICE DEPARTMENT shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. WAYNE POLICE DEPARTMENT can provide assistance when: (a) required by law under Neb. Rev. Stat. §§79-262 and 79-293 or other state or City/County/Security Agency law; (b) there is a threat to the safety of students, teachers, or public safety personnel; (c) to assist with victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; or (e) it is required as part of emergency management response.
3. The SRO should not act as a school disciplinarian. WAYNE COMMUNITY SCHOOLS staff should not involve the SRO in disputes that are related to issues of school discipline; however, the SRO may serve as a complement to school staff, provide education, or act in the role of a mentor, counselor, or trusted adult as herein provided.
4. The SRO should not interview students or collect evidence solely for WAYNE COMMUNITY SCHOOLS disciplinary purposes.
5. WAYNE POLICE DEPARTMENT shall inform WAYNE COMMUNITY SCHOOLS of its policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a SRO or other employee of WAYNE POLICE DEPARTMENT. WAYNE COMMUNITY SCHOOLS policy that addresses when a parent or guardian will be notified or present if a student is subjected to questioning or interrogation by a school official or by an SRO in conjunction with a school official may be found on the school district web site [www.wayneschools.org](http://www.wayneschools.org). WAYNE COMMUNITY SCHOOLS will provide written notice of the WAYNE POLICE DEPARTMENT policy and any WAYNE COMMUNITY SCHOOLS policy or regulation as described

above and make that information available to all parents or guardians in a language such parent or guardian understands.

6. WAYNE POLICE DEPARTMENT shall inform WAYNE COMMUNITY SCHOOLS of its policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by an SRO or other employee of WAYNE POLICE DEPARTMENT.

WAYNE COMMUNITY SCHOOLS will provide notice of the WAYNE POLICE DEPARTMENT policy and any WAYNE COMMUNITY SCHOOLS policy or regulation addressing students being advised of constitutional rights prior to being question or interrogated by a school official or by an SRO in conjunction with a school official and make that information available to all parents or guardians.

7. WAYNE POLICE DEPARTMENT and WAYNE COMMUNITY SCHOOLS will both comply with the school's rules and standards concerning the type or category of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement and the type of student conduct or actions that will be referred to law enforcement for prosecution as required by section 79-262 R.R.S. These rules and standards may be found at [www.wayneschools.org](http://www.wayneschools.org).

8. WAYNE POLICE DEPARTMENT shall keep records on each student referral by an SRO for prosecution in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.

9. School Resource Officers of the WAYNE POLICE DEPARTMENT will maintain a high level of confidentiality of all matters regarding the WAYNE COMMUNITY SCHOOLS, staff, and student information.

### **Section 3. Training.**

1. Within six months of being assigned as SROs to WAYNE COMMUNITY SCHOOLS, each SRO shall have completed a minimum of twenty hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice practices, and preventing violence in school settings. Assignments as an SRO that do not meet the definition of "School resource officer" found at Section 79-2702 R.R.S. are not subject to the requirements of this MOU, but the use of such assignments should not be used to circumvent the training requirements set forth in in this paragraph.

2. Within six months of a SRO being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework, focused on school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

**Section 4. Program Review.**

1. WAYNE POLICE DEPARTMENT will inform WAYNE COMMUNITY SCHOOLS, of its process for accepting student and parent complaints regarding its SROs. In collaboration with WAYNE POLICE DEPARTMENT, WAYNE COMMUNITY SCHOOLS shall provide written notice of the WAYNE POLICE DEPARTMENT policy and make that information available to all parents or guardians. If such process does not exist, complaints will be forwarded to WAYNE POLICE DEPARTMENT.

2. WAYNE COMMUNITY SCHOOLS, in collaboration with the WAYNE POLICE DEPARTMENT, shall conduct an annual review of the program and shall: (a) make modifications as necessary to accomplish stated SRO program goals; and (b) create a report of the review to be provided to both parties and, to the extent permitted by law, made available online. The parties will establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first of the annual report will be for the first full school year following the formation of this MOU.

**Section 5. Community Partnerships.**

WAYNE COMMUNITY SCHOOLS and WAYNE POLICE DEPARTMENT shall continue to collaborate with community and governmental agencies to further program goals, support strategies to divert students from the criminal justice system, and access additional support services for students.

**Section 6. Liability and Indemnification.**

Nothing in the performance of this MOU shall impose any liability for claims made against the parties, and the parties agree to indemnify the other for intentional wrongdoing or negligence by the offending party, related to this MOU.

**Section 7. Term, Termination, and Related Documents.**

An Interlocal agreement between THE WAYNE POLICE DEPARTMENT and WAYNE COMMUNITY SCHOOLS will be established and approved by the Wayne Community Schools Board of Education and the City of Wayne, which shall include details on the term, termination, hours of service, and cost of utilizing an SRO by WAYNE COMMUNITY SCHOOLS.

Agreed upon by:

Law Enforcement Agency: \_\_\_\_\_ Date: \_\_\_\_\_

Officer Marlen Chinn, Police Chief, Wayne Police Department

WAYNE COMMUNITY SCHOOLS: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Mark Lenihan, Superintendent, Wayne Community Schools

**RESOLUTION NO. 2023-52**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT TO SHARE  
LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND  
WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.**

WHEREAS, the City of Wayne is desirous to enter into an Interlocal Agreement with the Wayne Community School District #90-0017 for the purpose of providing a School Resource Officer at the School during the school year; and

WHEREAS, a copy of the proposed Interlocal Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement to between the City of Wayne and Wayne Community School District #90-0017 is hereby approved and the Mayor is hereby authorized to execute the same.

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**AN INTERLOCAL AGREEMENT  
TO SHARE LAW ENFORCEMENT RESOURCES  
BETWEEN THE CITY OF WAYNE AND  
THE WAYNE COMMUNITY SCHOOLS BOARD OF EDUCATION 90-0017**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the “City” and the Wayne Community Schools Board of Education 90-0017, hereinafter called the “School District” which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the School District to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety, and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers, and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the city’s law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the School District do hereby agree to the following:

**1. Authority and Purpose**

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 *et seq.*, (the “Act”), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. The School District and the City are public agencies within the meaning of the Act.
- b. The City has the authority to provide law enforcement services and the School District has the authority to ensure safety services on the Wayne

Community Schools campus (the “Campus”), and to enter into any contracts to effectuate this authority and responsibility.

- c. It is the purpose of this Agreement for the School District and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

## **2. Administration of Agreement**

- a. The City and the School District will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Superintendent of Wayne Community Schools, or his/her identified designee, will be the School District’s contact person for the purpose of this Agreement (see Section 17).
- b. No separate legal or administrative entity is created under this Agreement.

## **3. Law Enforcement Services to Be Provided by The City**

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the “School Resource Officer,” to the School District for ten (10) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending when school dismisses for the school year.
- b. The School District will arrange and pay expenses for the required 20 hours of training within six months prior to? Or following commencement? the beginning of the 2023-24 school year. Should a new officer be assigned for future school years, the School District will do the same;

## **4. Community Policing & Crime Prevention**

- a. The School District and the City recognize that positive interaction between the School Resource Officer, students, faculty and staff is beneficial to both parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.
- b. To provide a community policing presence, the School Resource Officer will attend School District meetings and activities as part of his/her assigned duties, as requested by the School District and as he/she is

available. The School Resource Officer will be an active member of the School District Safety Committee.

- c. The City will not provide overtime pay for the School Resource Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- d. The School Resource Officer will meet regularly with the Principal and Superintendent.

#### **5. Use of Equipment**

- a. The Police Department will provide the School Resource Officer with all uniforms, equipment, leather, firearms, and continuing education at all times relevant to this Agreement.
- b. The City will provide a vehicle for the School Resource Officer to use.

#### **6. Direct Oversight of the Agreement to Provide Police Coverage on Campus**

Certified Police Officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his/her designee.

The School Resource Officer is not to be deemed an employee of the School District and has no authority to make any binding commitments or obligations on behalf of the School District except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the School Resource Officer is the responsibility of the City of Wayne.

The Chief of Police will communicate regularly with the Superintendent or his/her designee and the School Principals review and evaluate the provisions of this Agreement.

#### **7. Fees for Service**

The total charge to the School District by the City for the above defined law enforcement services shall be a total of \$35.00 per hour and based on 10 hours per

week. For the first year (August 1, 2023-May 31, 2024) to be paid in ten (10) monthly installments. The School District and City will confirm by May 1<sup>st</sup> the actual cost for the following year.

#### **8. Agreement Duration**

The term of this Agreement shall be for one (1) year commencing on August 1, 2023, except that either the City or the School District may execute a written sixty (60) calendar day notice to quit or withdraw from the Agreement. Terms of the agreement for subsequent school years will be agreed upon by both parties on or about May, 1, 2024.

#### **9. Agreement Amendments**

This Agreement may be amended at any time by the written agreement of both parties.

#### **10. Indemnification**

To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the willful misconduct or gross negligence of either party. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

#### **11. New Employee Work Eligibility Status**

The City is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

The City understands and agrees that lawful presence in the United States is required and the City may be disqualified or the Agreement terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**12. Liability Insurance Requirements**

The City is required to carry liability insurance in the amount of one (1) million dollars per occurrence with a four (4) million-dollar umbrella. The City's insurance policy shall be primary and non-contributory. The School District shall be named as an additional insured party on the policy and the certificate of insurance shall reflect that the policy waives its right of subrogation against the School District. A copy of the certificate shall be provided to the School District.

By: \_\_\_\_\_

Name: Cale Giese  
Title: Mayor

Name: Mark  
Title: Superintendent

Attested By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_ Date: \_\_\_\_\_

The designated School District representative for purposes of monitoring and oversight of this Agreement is the Superintendent of Schools or his/her designee.

This Agreement is hereby executed by the City of Wayne and the Wayne Community Schools Board of Education, upon the respective dates set forth following the executory signature attached to this Agreement.

**RESOLUTION 2023-53**

**A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A JOHN DEERE 320G SKID STEER LOADER AND RELATED EQUIPMENT AS PER THE BID PROPOSAL RECEIVED FROM MURPHY TRACTOR & EQUIPMENT (\$56,800) THROUGH THE SOURCEWELL COOPERATIVE PRICING PROGRAM.**

WHEREAS, City staff have prepared specifications for a new John Deere 320G Skid Steer Loader and related equipment; and

WHEREAS, City staff solicited a proposal from Murphy Tractor & Equipment Co. for the purchase of a new John Deere 320G Skid Steer Loader and related equipment through the Sourcewell Cooperative Pricing Program; and

WHEREAS, staff has reviewed the proposal and recommends that the loader and related equipment, as submitted by the following vendor, is the lowest, responsible and best price received:

<u>Name and Address</u>	<u>Amount of Base Bid</u>
Murphy Tractor & Equipment 4900 Harbor Drive Sioux City IA 51111-1106	\$56,800.00

BE IT RESOLVED that the proposal, as above set forth, filed with the City Clerk for the purchase of a new skid steer loader and related equipment be, and the same is hereby accepted.

BE IT FURTHER RESOLVED that documents by and between the City and the vendor necessary to order and procure said equipment be executed within fifteen (15) days of the Notice of Award.

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2023.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Quote Id: 29122802

---

Prepared For:  
**CITY OF WAYNE**



Prepared By: **BRICE FARLEY**

Murphy Tractor & Equipment  
4900 Harbor Drive  
Sioux City, IA 51111

Tel: 712-252-2753

Mobile Phone: 712-389-7322

Fax: 712-252-0352

Email: [bfarley@murphytractor.com](mailto:bfarley@murphytractor.com)

Date: 27 June 2023

Offer Expires: 21 August 2023

---

*Confidential*

**Quote Summary**

**Prepared For:**  
 CITY OF WAYNE  
 PO BOX 30  
 WAYNE, NE 68787  
 Business: 402-375-1733

**Prepared By:**  
 BRICE FARLEY  
 Murphy Tractor & Equipment  
 4900 Harbor Drive  
 Sioux City, IA 51111  
 Phone: 712-252-2753  
 Mobile: 712-389-7322  
 bfarley@murphytractor.com

**Quote Id:** 29122802  
**Created On:** 27 June 2023  
**Last Modified On:** 14 July 2023  
**Expiration Date:** 21 August 2023

<b>Equipment Summary</b>	<b>Qty</b>	<b>Extended</b>
2023 JOHN DEERE 320G SKID STEER	1	
John Deere Extended Warranty-5 year/2000 HR COMP	1	
<b>Equipment Total</b>		<b>\$ 56,800.00</b>

<b>Quote Summary</b>	
Equipment Total	\$ 56,800.00
SubTotal	\$ 56,800.00
Total	\$ 56,800.00
<b>Balance Due</b>	<b>\$ 56,800.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id:** 29122802

**Customer:** CITY OF WAYNE

## 2023 JOHN DEERE 320G SKID STEER

**Equipment Notes:** Price reflects use of Souircewell discount/funds

**Hours:** 0

**Stock Number:** 230609

Code	Description	Qty
00B2T	2023 JOHN DEERE CAB, STD HYD, EH, PP, TIER 1+	1

### Standard Options - Per Unit

170K	JDLINK	1
0750	2SP STDFL SLEV CB/AC PQT	1
0953	ISO SWITCHABLE CTLS & JS PPK	1
1301	ENGINE TURBO 4TNV98CT	1
1501	ENGLISH OP MAN & DECALS	1
2440	12X16.5 12PR GALAXY HULK	1
4001	2" SEAT BELT W/SHOULDERSTRAP	1
6006	AIR RIDE SEAT (CLOTH W HEAT)	1
8042	REAR VIEW CAMERA	1
8050	COLD START PACKAGE 110V	1
8342	RADIO AM/FM W/BLUETOOTH	1
8370	HD REAR GRILLE	1
8380	FOOTREST WITH FLOORMAT	1
9041	72 IN CONST BKT W/EDGE	1

### Dealer Attachments

03J1T	New JOHN DEERE 03J1T 45" FRAME, 48" TINES, 5500LB CAPAC Stock Number:207449	1
At348835	At348835 Single Set Ct Weight	1

### Service Agreements

John Deere Extended Warranty - 5 year/2000 HR COMP

**RESOLUTION NO. 2023-54**

**A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.**

WHEREAS, the City Council, by and through the City Code and as a matter of general policy, establish certain rates, fees and charges for purposes of raising operating revenue and covering costs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Wayne, Nebraska, that the attached schedule of rates, fees and charges are hereby amended and the same shall, if not already in effect, become effective upon the passage and approval of this Resolution.

PASSED AND APPROVED this 1<sup>st</sup> day of August, 2023.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CLERK/POLICE**

	<b>2023</b>		<b>Last Amended</b>
<b>Utility Deposits</b>			
Electric	\$ 150.00	?	2013
Water	\$ 75.00	?	
Sewer	\$ 75.00	?	
<b>Reconnect Fees</b>	\$ 75.00		
Overtime Rate	\$ 100.00		
<b>Bad Checks</b>	\$ 50.00		
<b>Vendor's Permit</b>	\$ 25.00		
<b>Route Vendor</b>	\$ 100.00		
<b>Copies</b>	\$ 0.50		
Color	\$ 1.00		
CAD Maps (24" wide)	\$ 15.00		
CAD Maps (36" wide)	\$ 20.00		
CAD Maps (42" wide)	\$ 25.00		
Digital Scan per page	\$ 10.00		
<b>Electronic Media (per recording)</b>	\$25.00		
<b>Faxes (per page)</b>	\$ 2.00		
International Faxes (per page)	\$ 6.00		
<b>Clearing Snow and Ice (per hr w/ min. of 1 hr)</b>	\$ 75.00		
<b>Mowing (per hr w/ min. of 1 hr)</b>	\$ 300.00		
<b>Water/Sewer Hook-ups</b>			
Residential	\$ 250.00		
Commercial	\$ 500.00		
<b>Tapping Fee</b>	\$ 60.00	\$ 100.00	2018
<b>Well Permit Fee</b>			
Non-Domestic - over 100 gpm	\$200 + Engineering Fee		
Domestic - less than 100 gpm			
<b>Meter Testing</b>			
Residential	\$ 30.00		
Non-Residential	\$ 50.00		
<b>Specially Req. Bldg Inspect.</b>	\$ 30.00		
<b>Garbage Haulers</b>			
Class A Permit	\$ 400.00		
Class B Permit	\$ 30.00		

## CLERK/POLICE

<b>Plumber Permits</b>		
New	\$	100.00
Renewal	\$	50.00
<b>Electrician Permits</b>		
New	\$	100.00
Renewal	\$	50.00
<b>Pawnbroker Permit</b>	\$	50.00
<b>ATV &amp; Utility Vehicle Permit - Annual</b>	\$	75.00
<b>ATV &amp; Utility Vehicle Operator's Permit - Annual</b>	\$	25.00
<b>Vehicle Storage (Per Day Outside)</b>	\$	10.00
<b>(Per Day Inside)</b>	\$	25.00
<b>Impounded Vehicle</b>	\$	150.00 or actual amount of tow bill if over
<b>Parking Fines:</b>		
Paid within first five days	\$	15.00
Paid between 6-15 days	\$	30.00
Paid after 15 days	\$	45.00
<b>Police Reports</b>	\$	10.00 up to 10 pages
		\$0.50 per page over 10 pages
<b>Dog/Cat License</b>	\$	6.00 Annual renewal or new issue
		\$21.00 Delinquent Registration after May 31st
<b>Fingerprints</b>	\$	20.00
<b>Firearms Purchase Permit</b>	\$	5.00 permit
Lamination (optional)	\$	2.00 In addition to permit fee
<b>Campground Parking Fee (per day) with 10 day limitation</b>		\$15 Effect 8/1/16
<b>Animal Impound</b>	\$25.00	Plus vet fees
<b>Bike Registration</b>	\$3.00	One-time fee

**CLERK/POLICE**

<b>Plumber Permits</b>	
New	\$ 100.00
Renewal	\$ 50.00
<b>Electrician Permits</b>	
New	\$ 100.00
Renewal	\$ 50.00
<b>Pawnbroker Permit</b>	\$ 50.00
<b>ATV &amp; Utility Vehicle Permit - Annual</b>	\$ 75.00
<b>ATV &amp; Utility Vehicle Operator's Permit - Annual</b>	\$ 25.00
<b>Vehicle Storage (Per Day Outside)</b>	\$ 10.00
<b>(Per Day Inside)</b>	\$ 25.00
<b>Impounded Vehicle</b>	\$ 150.00 or actual amount of tow bill if over
<b>Parking Fines:</b>	
Paid within first five days	\$ 15.00
Paid between 6-15 days	\$ 30.00
Paid after 15 days	\$ 45.00
<b>Police Reports</b>	\$ 10.00 up to 10 pages
	\$0.50 per page over 10 pages
<b>Dog/Cat License</b>	\$ 6.00 Annual renewal or new issue
	\$21.00 Delinquent Registration after May 31st
<b>Fingerprints</b>	\$ 20.00
<b>Firearms Purchase Permit</b>	\$ 5.00 permit
Lamination (optional)	\$ 2.00 In addition to permit fee
<b>Campground Parking Fee (per day) with 10 day limitation</b>	\$15 Effect 8/1/16
<b>Animal Impound</b>	\$25.00 Plus vet fees
<b>Bike Registration</b>	\$3.00 One-time fee

**BUILDING/PLANNING**

2023

<b>Moving Permit</b>			
Primary	\$	200.00	
Accessory	\$	50.00	
Pre-Inspection	\$	35.00	Per Hour, Plus Federal Mileage
<b>Razing Permits</b>			
Residential & Commercial	\$	75.00	
Accessory Structures (includes garages)	\$	25.00	
<b>Fence Permit</b>	\$	<b>25.00</b>	
<b>Right-of-Way Permit for:</b>			<b>Deposit</b>
Grass/Yard	\$	35.00	\$500 / or Bond
Sidewalk	\$	35.00	None
Driveway/Parking	\$	35.00	\$500 / or Bond
Street/Alley Paving (includes curb grinding)	\$	50.00	\$1,000 / or Bond
Unpaved Alley	\$	135.00	\$1,000 / or Bond
<b>Rock for Alleys</b>	\$	210.00	Property owner's half/City pays the other half
<b>Zoning Regulation</b>			
Amendment Text	\$	200.00	
Amendment District/Map	\$	400.00	
<b>Variance Application (Board of Adjustment)</b>	\$	200.00	
<b>Use by Exception Application</b>	\$	400.00	
<b>Subdivision</b>			
Preliminary Plat	\$	100.00	
Final	\$	200.00	
Lot Split/Admin. Subdivision	\$	150.00	

**BUILDING/PLANNING**

**Building Permits**

\$0 - \$5,000	\$	40.00
\$5,001 - \$25,000	\$	125.00
\$25,001 - \$50,000	\$	200.00
\$50,001 - \$100,000	\$	325.00
\$100,001 - \$200,000	\$	575.00
\$200,001 - \$300,000	\$	850.00
\$300,001 - \$400,000	\$	1,100.00
\$400,001 - \$500,000	\$	1,400.00
\$500,001 - \$1,000,000	\$	1,750.00
\$1,000,001 - \$2,000,000	\$	2,500.00
\$2,000,001 - \$5,000,000	\$	3,500.00
\$5,000,001 and up	\$	5,000.00

**Building Permit Deposit**

Project valued at less than \$100,000  
 Project valued at \$100,000 or more

\$	500.00
\$	1,000.00

## RENTALS

2023

### Auditorium

Rental	\$	300.00
State Registered	\$	150.00
Youth	\$	85.00

### North Meeting Room

State Registered	\$	125.00
Breakfast/Lunch Mtgs	\$	95.00

Damage Deposit	\$	200.00
With Sound System	\$	250.00

Library/Sr Center Mtg Rm	\$	75.00
--------------------------	----	-------

Senior Center Rental	\$	200.00
Damage Deposit	\$	200.00

Fire Hall Rental	\$	250.00
Damage Deposit	\$	250.00

Freedom Park Rental	\$	100.00
Damage Deposit	\$	150.00
Damage Deposit for Non-Profits (Annual) (No rental fee for Non-Profits)	\$	100.00

**OCCUPATION TAXES/FRANCHISE FEES**

**2023**

**Occupation Taxes:**

Telephone & Telecommunication		5%	
Hotel		5%	
Cable		5%	
Fireworks	\$		200.00
Natural Gas Companies			
Residential			\$4.00 per month
Commercial			\$7.00 per month
Industrial			\$50.00 per month
Utility Franchise Fees:			
Electric		10.50%	
Water		<del>8.00%</del>	<b>10.50%</b>
Sewer		<del>7%</del>	<b>10.50%</b>
Alcoholic Liquors			2x License Fee Per Statute
Non-Profit Class C			\$150
Special Designated Liquor Permits w/o a Catering License	\$		40.00

## POOL AND COMMUNITY ACTIVITY CENTER

<b>Pool</b>	<b>2023</b>
Family Ticket	\$ 125.00
Family +1 Pass (+1=babysitter/grandma/grandpa who must be present <b>with the family children to use the pass</b> )	\$ 165.00
Individual Ticket	\$ 85.00
Senior Citizen (age 55 and up)	\$ 70.00
Daily Admissions - Ages 13 - over	\$ 5.00
Ages 3 - 12	\$ 4.00
Age 2 and under	Free with paying adult
<b>Non-Swimmer</b> <b>(Grandma/grandpa clearly not dressed to get into the pool)</b>	\$ 1.00
Swimming Lessons	\$ 35.00
Swimming Parties	\$ 100.00 per hour
 <b>Activity Center</b>	
Family (Includes children 18 or under or meeting college requirements)	\$ 330.00
Adult Married Couple	\$ 255.00
Single Adult (Includes adults 19 or older not meeting college requirements)	\$ 185.00
Senior Citizen Married Couple	\$ 120.00
Senior Citizen (55 or older)	\$ 95.00
 Military Discount (current or retired)	
Family - year	\$ 285.00
Family - 6 month	\$ 185.00
Couple - year	\$ 230.00
Couple - 6 month	\$ 120.00
Single - year	\$ 165.00
Single - 6 month	\$ 95.00
 College	
Full Calendar Year	\$ 130.00
School Year (Available only Aug-May. This membership will always expire on WSC graduation day.)	\$ 110.00
Semester (5 month) (ONLY available for purchase between Aug-May. Will always expire 5 mos from purchase)	\$ 75.00
Summer	\$ 70.00
College Married Couple (Includes married couple currently enrolled in college courses during current academic year.)	\$ 205.00
High School (Grades 9-12) (Students enrolled in grades 9-12 during the current year.)	\$ 110.00
Middle School (Grades 5-8) (Students enrolled in grades 5-8 during the current year.)	\$ 90.00
Elementary School (Grades K-4) (Students enrolled in grades K-4 during the current year.)	\$ 70.00

## POOL AND COMMUNITY ACTIVITY CENTER

Punch Card (10 visits)	\$	36.00
Punch Card (5 visits)	\$	24.00

### **CORPORATE RATES**

Family		
6 - 25 Members	\$	313.50
26+	\$	297.00

Adult Couple		
6 - 25 Members	\$	242.25
26+	\$	229.50

Adult Single		
6 - 25 Members	\$	175.75
26+	\$	166.50

Daily Admissions - 18 and Older	\$	5.00
Under 18	\$	4.00
Family Day Pass	\$	10.65

### **6 - Month Billing**

Family	\$	220.00
Adult Married Couple	\$	140.00
Adult Single	\$	110.00
Senior Married Couple	\$	75.00
Senior Single	\$	55.00
College	\$	17.44
College Married Couple	\$	27.69
High School	\$	65.00
Middle School	\$	55.00
Elementary	\$	50.00

### **6 - Month Corporate Rates**

Family 6-25	\$	50.00
Family 26+	\$	47.50
Adult Married Couple 6-25	\$	39.17
Adult Married Couple 26+	\$	38.33
Adult Single 6-25	\$	29.17
Adult Single 26+	\$	27.50

### **Locker Rentals (Annual)**

Large	\$	35.00
Medium	\$	25.00
Small	\$	15.00

### **Community Room (per hour)**

Member	\$	20.00
Non-Member	\$	40.00

### **Youth Center (per hour)**

Member	\$	20.00
--------	----	-------

## POOL AND COMMUNITY ACTIVITY CENTER

Non-Member	\$	40.00	
<b>Gym Court Space</b>			
1/4 gym floor		\$25/Hr	
1/2 gym floor		\$50/hr	
<b>Gym Rental Rate (per day)</b>			
Non-Profit		\$250.00	
For Profit	\$	350.00	
<b>Full Gym/Facility Rental</b>	\$	100.00	per hr/min 6 hrs
<b>Weight Watchers (monthly)</b>		\$117.36	
<b>Personal Training</b>			
Member/Non-Member Same Price			
30 Minute Session	\$	15.00	
45 Minute Session	\$	20.00	
1 Hour Session	\$	25.00	
 <b>Introduction to Yoga</b>			
<del>Single Class</del>	<del>\$</del>	<del>5.00</del>	<del>Member</del>
	<del>\$</del>	<del>6.00</del>	<del>Non-Member</del>
<del>10-punch card</del>	<del>\$</del>	<del>35.00</del>	<del>Member</del>
	<del>\$</del>	<del>40.00</del>	<del>Non-Member</del>
 <b>Summer Club</b>			
Individual Days	\$	20.00	Member
	\$	25.00	Non-Member
10 - day punch card	\$	180.00	Member
	\$	230.00	Non-Member
 Kids After School Program			
Individual Day	\$	5.00	Member
	\$	7.00	Non-Member
10 - day punch card	\$	45.00	Member
	\$	65.00	Non-Member
2:00 Dismissal	\$	9.00	Member
	\$	14.00	Non-Member
All Day (7 a.m. to 6 p.m. - only offered when no school)	\$	24.00	Member
	\$	34.00	Non-Member
 <b>Merchandise</b>			
Replacement ID Cards	\$	10.00	
Key FOB - New (one-time fee effective 5/1/17)	\$	5.00	
One-Time Renewal Fee (for those that already have a key FOB and would renew membership and renew key FOB)			
 <b>Co-Ed Dodgeball - per team</b>	 \$	 100.00	

**POOL AND COMMUNITY ACTIVITY CENTER**

**Co-Ed Volleyball - per team** \$ 100.00

**Women's Volleyball - per team** \$ 100.00

**Men's Slow Pitch - per team**

Chicken Days Slow Pitch Tournament - per team \$ 350.00

Chicken Days Slow Pitch Tournament - per team \$ 125.00

**Field Usage**

Hank Overin \$300.00 per game

Sports Complex \$150.00 per game

## EQUIPMENT RENTAL, MATERIALS AND LABOR

**2023**

Service call after hours & holidays (includes man & vehicle)	1/2 hr min - \$45 1 hr - \$65
Service call regular hours (includes man & vehicle)	1/2 hr min - \$35 1 hr - \$50
Vehicles leaving town	\$1.25 per mile
*Street Sander	\$125 per hr (1 hr min)
*Air Compressor (in City limits)	\$100 first hr \$25 each add hr
Air Compressor Tools	\$135 per day
*Backhoe (minimum charge - \$60)	\$135 per hr
*Concrete Saw (minimum charge - \$50)	\$5 per ft
Dump Truck, with driver (minimum charge - \$60)	\$120 per hr
Dump Truck, with driver (minimum charge - \$90)	
*Street Sweeper	\$125 first hr \$75 each add hr
*Street Flusher (only available for use inside city limits)	\$125 per 1500 gal load
*Two-yard Loader, with driver (minimum charge - \$130)	\$130 per hr
*Two-yard Loader and Snow Blower, with driver	\$150 per hr
*Tractor and Mower (minimum charge - \$300)	\$300 per hr
Push Mower, Weed Eater, or Hand Sprayer (minimum charge - \$300)	\$300 per hr
Genie Lift (plus city employee labor)	\$100 per hr
2" Water Pump	\$50 first hr \$15 each add hr
3" Water Pump	\$60 first hr \$25 each add hr
3" Hydraulic Pump (minimum charge - \$25)	\$60 first hr \$25 each add hr
<b>4" Water Pump</b>	<b>\$90 first hr</b> \$35 each add hr
Parts and Materials	Cost plus 50%
**Sewer Jet (greater of minimum charge or footage charge)	
With City limits (minimum charge)	\$80 per hr
Outside City limits & mileage (minimum charge)	\$120 per hr
Footage charge	\$.60/ft (0-300') \$.50/ft (over 300')
**Jet/Vac Trailer	\$150 per hr

## EQUIPMENT RENTAL, MATERIALS AND LABOR

*Digger and Bucket Trucks	\$150 per hr
**Trenching	\$90 per hr
**Vibrator	\$50 per hr
*Skid Loader	\$100 per hr
Barricades	\$15 per day/per barricade
Cones	\$5 per day/per cone
Barrels	\$10 per day/per barrel
Signs	\$7 per day/per sign
*Plus Operator	
**Not Available for Public Use	