

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
September 5, 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 – August 15, 2023 and August 29, 2023](#)
4. [Approval of Claims](#)
5. [Action on the request to use the Freedom Park parking lot on Lincoln Street and to close off a small portion of Lincoln Street up to W. 13th Street to host a Memorial Car Show on October 7, 2023, from 7:00 a.m. – 1:00 p.m. in honor of Bryan L. “Dink” Denklau — Cec Vandernick](#)

Background: Cec has provided the \$1,000,000 liability insurance policy (Malachi, Inc., d/b/a Wildcat Lanes) for this event, naming the City as an additional insured.

6. [Action on the request to close westbound traffic on 3rd Street between Lincoln and Pearl Streets on Saturday, September 23, 2023, from 7:00 a.m. to noon or earlier for set up; allow two lanes of one-way traffic heading eastbound on 3rd Street, with cars entering at Lincoln Street and exiting at Pearl Street for the event; and prohibit parking on 3rd Street between Lincoln and Pearl Streets beginning Friday, September 22, 2023, for the Electronic Recycling Event — Sandy Brown, Wayne Green Team](#)
7. [Action on the request to waive the rental fee for the Freedom Park Shelter House on September 11, 2023 for a PEO Function — Jan Casey, a member of PEO](#)
8. [Action on the request to discuss watering and caring for the City pots downtown — Deb Dannelly and Lou Wiltse](#)
9. [Resolution 2023-59: Acknowledging Nebraska Department of Transportation Requirements for the Temporary Use of the State Highway System for Special Events — Christmas in Main Celebration/Annual Parade of Lights on Thursday, November 16th](#)

Background: This is an annual request.

10. [Action on the request of Wayne Area Economic Development to prohibit parking on Main Street in the 200 block and 300 block from 5:30 p.m. until 8:00 p.m. for the Christmas in Main Celebration/Annual Parade of Lights Event to be held on Thursday, November 16th](#)

Background: This is an annual request also.

11. [Action on Change Order No. 1 in the amount of \\$8,363.72 to Vrba Construction, Inc., for the “2023 Wayne Sanitary Sewer Service Improvement Project” — Roger Protzman, JEO Consulting Group, Inc.](#)

Background: This Change Order represents adjustments to final quantities.

12. [Action on Contractor’s Application for Payment No. 2 in the amount of \\$39,522.38 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.

13. [Action on Certificate of Substantial Completion for the “2023 Wayne Sanitary Sewer Service Improvement Project” — Roger Protzman, JEO Consulting Group, Inc.](#)
14. [Public Hearing: To consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Chapter 152 Zoning, specifically Section 152.046 A-1 Agricultural District, specifically \(K\) Permitted Conditional Uses, by adding \(3\) Stables, as a permitted conditional use. The applicants are Randy and Laura Nelson.](#)

Background: The Planning Commission met on August 7, 2023, to consider a request to amend City Code to add “stables” as a permitted conditional use. The Applicants are Randy and Laura Nelson. The Planning Commission has forwarded a recommendation of approval, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff’s recommendation.

15. [Ordinance 2023-18: Ordinance 2023-17: Amending Wayne Municipal Code, Chapter 152 Zoning, specifically Section 152.046 A-1 Agricultural District, specifically \(K\) Permitted Conditional Uses, by adding \(3\) Stables, as a permitted conditional use](#)
16. [Public Hearing: To consider the Planning Commission’s recommendation in regard to a Request to Rezone Lot 6, Amended Plat of Tuffern Blue Estates, from A-2 Agricultural Residential District to A-1 Agricultural District. The applicants, Randy and Laura Nelson, wish to rezone for the purpose of allowing stables under the permitted conditional use](#)

Background: The Planning Commission also considered a request from the Nelsons to rezone Lot 6, Amended Plat of Tuffern Blue Estates from A-2 Agricultural Residential District to A-1 Agricultural District. The Nelsons wish to rezone the area to allow for stables as a permitted conditional use. The Planning Commission forwarded a recommendation of approval, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation.

The City Clerk has also received two letters from individuals who are in favor of this rezoning request (Lucas and Heidi Thompson and Lou Ann and Shannon Reed).

17. [Ordinance 2023-19: Amending the Zoning Map](#)

18. **Public Hearing:** Tax Asking/Property Tax Levy (Advertised Time: 5:30 p.m.)

The total of the FY 2023-2024 budget is \$54,337,210. The property tax proposal for the General Fund operation is \$1,072,999.61, which compares to the 2022 tax asking of \$1,009,364.56. Pursuant to State Law, the maximum levy for a municipality is \$0.45 per \$100 of property valuation. When combined with the debt service asking, the combined amount for the proposed budget year is \$1,175,499.61 or \$0.358201 per \$100 of property valuation, which is lower than last year - \$0.384371. The valuation in the community, as reported by the County Assessor for 2023, is \$328,167,247, which is up \$38,898,571 from last year. The 2023 operating budget is \$53,585,042; the 2022 operating budget was \$40,484,352. The combined levy from 2022 to 2023 has decreased from \$0.419053 to \$0.417696.

19. [Resolution 2023-60: Setting the Property Tax Request for 2023-2024](#)

20. [Resolution 2023-61: Approving the Allowable 1% Increase in Base Limitation of Restricted Funds' Budget](#)

21. [Resolution 2023-62: Adopting the 2023-2024 Budget](#)

22. [Ordinance 2023-20: Approving Annual Appropriation Bill](#)

23. [Resolution 2023-63: Approving the Rental Agreement for the use of the Freedom Park Shelter House](#)

Background: Staff followed similar language that was in the Fire Hall Rental Agreement. The same has been reviewed by the City Attorney.

24. [Resolution 2023-64: Approving the specifications and authorizing the purchase of a 2024 Chevrolet Silverado 4WD Crew Cab \(\\$49,933\) through the State Bid System as per the bid proposal received from Sid Dillon – Electric Production Department](#)

25. [Resolution 2023-65: Approving the specifications and authorizing the purchase of a 2023 Chevrolet Tahoe \(\\$47,933\) through the State Bid System as per the bid proposal received from Sid Dillon – Police Department](#)

26. [Resolution 2023-66: Accepting and authorizing the execution of a Service/Consultant Agreement with Northeast Nebraska Economic Development District for Construction Management Services relating to CDBG 22-PW-008](#)

(Trail Expansion Project – Greenwood Cemetery to Pheasant Run Road)

Background: When going through some of the files, NNEDD discovered that they did not have a Construction Management Services Agreement between the City and NNEDD for this grant/project. The fees for said construction management services shall not exceed \$10,000.

27. Discuss/Update on the potential negotiations on real property
28. Adjourn

**MINUTES
CITY COUNCIL MEETING
August 15, 2023**

The Wayne City Council met in regular session at City Hall on August 15, 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, Brittany Weber, Clayton Bratcher, Jason Karsky, Matt Eischcid, and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and Attorney Kate Jorgensen. Absent: Councilmember Nick Muir and Attorney Amy Miller.

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 Bratcher made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of August 1, 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 Muir 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: ACE HARDWARE & HOME, SU, 310.59; AMERITAS, SE, 104.70; AMERITAS, SE, 72.00; AMERITAS, SE, 3230.06; AMERITAS, SE, 35.00; AMERITAS, SE, 168.44; APPEARA, SE, 74.63; AXON ENTERPRISE, SU, 467.55; BEIERMANN ELECTRIC, SE, 450.00; BINSWANGER

GLASS, SU, 309.50; BOK FINANCIAL, RE, 684566.25; BORDER STATES INDUSTRIES, SU, 1586.86; CARDENAS, MARIBEL, RE, 200.00; CARHART LUMBER COMPANY, SU, 310.59; CARHART LUMBER COMPANY, SU, -310.59; CARLSON WEST POVONDRA ARCHITECTS, SE, 8280.00; CITY EMPLOYEE, RE, 318.00; CITY EMPLOYEE, RE, 4200.00; CITY EMPLOYEE, RE, 6921.15; CITY EMPLOYEE, RE, 125.20; CITY OF WAYNE, PY, 114055.44; CITY OF WAYNE, RE, 71.37; COLONIAL RESEARCH, SU, 177.61; CONTRERAS, RUTILIO, RE, 200.00; COPY WRITE PUBLISHING, SE, 141.10; COTTONWOOD WIND PROJECT, SE, 8403.19; DEARBORN LIFE INSURANCE COMPANY, SE, 2949.87; ED M. FELD EQUIPMENT, SU, 984.56; ELLIS HOME SERVICES, SE, 99.50; FASTWYRE BROADBAND, SE, 125.52; FLOOR MAINTENANCE, SU, 338.26; FLOW CONTROL, SU, 876.00; GENERAL TRAFFIC CONTROLS, SU, 535.00; GERHOLD CONCRETE, SU, 2392.81; GLOBAL PAYMENTS INTEGRATED, SE, 750.27; GROSSENBURG IMPLEMENT, SU, 32.47; HILAND DAIRY, SE, 155.16; HILAND DAIRY, SE, 168.20; HOMETOWN LEASING, SE, 465.14; ICMA, SE, 36.84; ICMA, SE, 189.32; ICMA, SE, 166.28; ICMA, SE, 142.75; ICMA, SE, 200.00; ICMA, SE, 413.68; ICMA, SE, 70.00; ICMA, SE, 127.36; ICMA, SE, 495.46; ICMA, SE, 8565.67; ICMA, SE, 2127.50; IRS, TX, 12040.33; IRS, TX, 4401.00; IRS, TX, 18818.08; JOHN'S WELDING AND TOOL, SE, 180.25; KEPCO ENGRAVING, SU, 16.90; KOUATIL, ZAYNAB, SE, 400.00; KTCH, SE, 160.00; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 13008.00; LUTT OIL, SU, 8605.34; LYNN PEAVEY, SU, 232.00; MERCHANT SERVICES, SE, 1271.94; MERCHANT SERVICES, SE, 79.87; MERCHANT SERVICES, SE, 5325.89; MIDWEST ALARM SERVICES, SE, 212.54; MIDWEST ALARM SERVICES, SE, 606.56; MIDWEST LABORATORIES, SE, 216.57; MIDWEST SERVICE & SALES, SU, 20689.20; MUNICIPAL SUPPLY, SU, 4698.65; NE DEPT OF REVENUE, TX, 5686.35; NE NOTARY ASSOC, SU, 157.95; NPPD, SE, 8273.64; NORTHEAST POWER, SE, 7651.00; ONE CALL CONCEPTS, SE, 113.92; O'REILLY AUTOMOTIVE STORES, SU, 126.71; PAC N SAVE, SU, 128.10; PAC N SAVE, SU, 1184.82; PEPSI COLA OF SIOUXLAND, SU, 124.13; PLUMBING & ELECTRIC SERVICE, SE, 1290.78; PLUNKETT'S PEST CONTROL, SE, 109.36; QUADIENT FINANCE USA, SU, 1000.00; REHAB SYSTEMS, SE, 27983.25; SEILER INSTRUMENT & MFG, FE, 970.00; STADIUM SPORTING GOODS, SU, 85.00; STATE NEBRASKA BANK & TRUST, SE, 65.92; SUMMIT CARBON SOLUTIONS, RE, 250.00; US FOODSERVICE, SU, 2908.00; USA BLUE BOOK, SU, 318.31; UTILITIES SECTION, FE, 3786.00; VERIZON, SE, 584.13; VRBA CONSTRUCTION, SE, 83033.56; WASTE CONNECTIONS, SE, 79.73; WAYNE AUTO PARTS, SU, 576.09; WAYNE COMMUNITY HOUSING, RE, 200.00; WAYNE COUNTY SHERIFF, RE, 655.90; WAYNE HERALD, SE, 790.83; WAYNE HERALD, SE, 743.00; WAYNE HERALD, SE, 190.00; WAYNE VETERINARY CLINIC, SE, 238.00; WAPA, SE, 24504.38; WISNER WEST, SU, 65.72; AXON ENTERPRISES, SU, 29837.09; BIG RIVERS ELECTRIC CORPORATION, SE, 273492.02; CITY EMPLOYEE, RE, 118.40; CITY EMPLOYEE, SE, -12.00; CITY OF WAYNE, RE, 150.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 69.73; DITCH WITCH UNDERCON, SU, 266.49; EGAN SUPPLY, SE, 6853.00; ENGINEERED EQUIPMENT SOLUTIONS, SU, 630.24; FAITH REGIONAL PHYSICIAN SERV, SE, 30.00; GERHOLD CONCRETE, SU, 1695.22; GRAINLAND ESTATES, RE, 1888.29; GRAINLAND ESTATES, RE, -1888.29; HYDRO OPTIMIZATION, SE, 4295.12; IRS, TX, 87.66; IRS, TX, 17.43; IRS, TX, 20.50; JEFF'S RPM SERVICE, SE, 1496.41; NE DEPT OF REVENUE, TX, 17.89; OVERDRIVE, SU, 977.24; UTILITY EQUIPMENT, SU, 444.06; WAYNE COUNTY TREASURER, SE, 6724.72

Councilmember Brodersen made a motion, which was seconded by Councilmember Pick, to approve the claims.

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

Mike Powicki, Director of Athletics at Wayne State College, was present requesting Council consideration to allowing them to have a fireworks display at the College after the “Family Day” football game on Saturday, September 16, 2023, with an alternate date of October 14, 2023.

Councilmember Bratcher made a motion, which was seconded by Councilmember Brodersen, approving the request of Mike Powicki, Director of Athletics at Wayne State College, to have a fireworks display at the College after the “Family Day” football game on Saturday, September 16, 2023, with an alternate date of October 14, 2023, with the approval of the Fire Chief. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Amy White, Director of Student Activities at Wayne State College, submitted a request to close Main Street, between 1st and 11th Streets, on Saturday, October 7, 2023, from 8:00 a.m. to 11:30 a.m. for the WSC Homecoming/Band Day Parade. This is an annual request.

Councilmember Brodersen introduced Resolution No. 2023-58 and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2023-58

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF TRANSPORTATIONS’ REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, approving the Contract for Services between the City of Wayne and the Board of Trustees of the Nebraska State Colleges – Wayne State College for the homecoming parade. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Brodersen introduced Ordinance 2023-14, and moved for approval of the third and final reading 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 Muir who was absent, the Mayor declared the motion carried.

Councilmember Brodersen introduced Ordinance 2023-15, and moved for approval of the third and final reading thereof; Councilmember Pick 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 Muir who was absent, the Mayor declared the motion carried.

Beth Porter, Finance Director, staff initially had \$7.5 million approved for the municipal bonds. Once staff had a better idea of costs coming in, what we needed for the budget to actually balance was \$10 million dollars. The breakdown on that is \$3.5 million for the new City Hall; \$3 million for the Prairie Park Project; \$2 million for possible land acquisition; and \$1.5 million for the new Park and Rec Building.

Andy Forney, the City's bonding agent with D.A. Davidson, advised that this is an amendment to the original Ordinance 2023-6. In this Ordinance, we are repealing the \$7.5 million and inserting \$10 million. In addition, we are changing the final maturity date to December 15, 2027. We also increased the not-to-exceed interest rate from 4.5% to 5%. If we were to issue today, we would be in the 3.9% range, but since we are going to issue these over the next year and one-half as the City needs the funds, Mr. Forney wanted to give the City the flexibility because it feels like rates are going to continue to creep up on us. The best part about this is that it is really acting as notes, so once a project is completed, we can roll it into

long-term financing. That way, we do not have the risk of over issuing. Mr. Forney also requested Council to waive the three readings.

Councilmember Eischeid introduced Ordinance No. 2023-17, and moved for approval thereof; Councilmember Webber seconded.

ORDINANCE NO. 2023-17

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA AMENDING ORDINANCE NO. 2023-6 TO AUTHORIZE A STATED PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TAX SUPPORTED MUNICIPAL IMPROVEMENT BONDS, SERIES 2023, OF THE CITY OF WAYNE, NEBRASKA, AND AMENDING CERTAIN PARAMETERS FOR SUCH BONDS; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET OR ELECTRONIC FORM.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to move for final approval of Ordinance No. 2023-17. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Representatives from Carlson, West Povondra, Architects, Bob Soukup and Kelley Rosburg, presented the plans and specifications for the "New Police and City Municipal Building Renovation Project." They are targeting the bid opening to be mid-September. The estimated cost of this project has been reduced from \$3.7 million to \$3.5 million. The \$3.5 million is construction costs. There are some elements (e.g. furniture, etc.) that are not included in this part of the process. Some portions of this construction could start immediately. Total duration could be between 14-18 months, depending upon delivery of some things. One of the biggest challenges with this project is the site. The site drops off quite

a bit on the north side and to the alley. If anything was being skimmed on, it would be the HVAC system. It will still work; there just will not be additional zones.

Councilmember Brodersen introduced Resolution No. 2023-55 and moved for its approval, Councilmember Buck seconded.

RESOLUTION NO. 2023-55

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “NEW POLICE AND CITY MUNICIPAL BUILDING RENOVATION PROJECT,” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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

Matthew Smith, Olsson, the engineer on the “Wayne Prairie Park Development – Phase II Utilities Project” was present to review the bids received on said project. Five bids were received, and after having reviewed the same, his recommendation was to award the project to the low bidder, Penro Construction Co. for \$716,931. The engineer’s estimate for this project was \$1.2 million. He also updated the Council on the project.

Councilmember Karsky introduced Resolution 2023-56, and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2023-56

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “WAYNE PRAIRIE PARK DEVELOPMENT – PHASE II UTILITIES PROJECT” — PENRO CONSTRUCTION CO. FOR \$716,931.

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

The following Municipal Annual Certification of Program Compliance Form 2023 and Resolution replaces the annual filing of the One and Six Year Plan or Program and the former standardized system of annual reporting with the Nebraska Board of Public Roads Classification and Standards. This must be adopted and returned to the Nebraska Department of Transportation (NDOT) by October 31, 2023.

Councilmember Eischeid introduced Resolution No. 2023-57 and moved for its approval, Councilmember Buck seconded.

RESOLUTION NO. 2023-57

A RESOLUTION AUTHORIZING THE SIGNING OF THE MUNICIPAL ANNUAL CERTIFICATION OF PROGRAM COMPLIANCE FORM 2023.

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

Beth Porter, Finance Director, advised the Council that she has received the valuations from the County Assessor. She budgeted a 4% increase on valuations. The valuations came in at 13.45%. If the levy remains the same as last year, there would be about \$27,500 to go back in reserves. Consensus was to keep the levy the same as last year and to place the extra monies into reserves.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to enter into executive/closed session to discuss potential negotiations on real property, with the purpose being to protect the financial interest of the City, and to allow City Administrator Blecke and City Clerk McGuire to also be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried, and executive session began at 6:25 p.m.

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried, and open session resumed at 6:48 p.m.

Councilmember Eischeid made a motion, which was seconded by Councilmember Webber, to allow City Staff to discuss the price discussed in closed session with the City Attorney and also with the land owner that was discussed in closed session as well. Mayor Giese stated the motion, and the result of

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

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

**MINUTES
CITY COUNCIL MEETING
August 29, 2023**

The Wayne City Council met in special session at the Wayne Freedom Park Shelter House on Tuesday, August 29, 2023, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order with the following in attendance: Councilmembers Brent Pick, Terri Buck, Nick Muir, Brittany Webber, Clayton Bratcher, Jason Karsky, Matt Eischeid, and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

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

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the north wall on the refrigerator of said Shelter House, 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.

Finance Director Beth Porter stated these numbers are based on the final numbers set at the budget work session. In addition, because of the passage of LB148 last year, the following changes have been made again this year:

- The budget hearing is being held separately from regularly scheduled meetings and cannot be limited by time;
- At least 3 copies of the proposed budget are available to the public;
- A presentation is being given outlining the key provisions of the proposed budget, including a comparison with the prior year's budget;
- Any member of the public desiring to speak will be allowed to address the governing body and be given a reasonable amount of time to do so; and
- The methods and dates of meeting notices are recorded in the meeting minutes.

The total of the FY 2023-2024 budget is \$54,337,210. The property tax proposal for the General Fund operation is \$1,072,999.61, which compares to the 2022 tax asking of \$1,009,364.56. Pursuant to State Law, the maximum levy for a municipality is \$0.45 per \$100 of property valuation. When combined with the debt service asking, the combined amount for the proposed budget year is \$1,175,499.61 or \$.0358201 per \$100 of property valuation, which is lower than last year - \$.0384371. The valuation in the community, as reported by the County Assessor for 2023, is \$328,167,247, which is up \$38,898,571 from last year. The 2023 operating budget is \$53,585,042; the 2022 operating budget was \$40,484,352. The combined levy from 2022 to 2023 has decreased from \$.0419053 to \$.0417696.

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.

RETREAT TOPICS:

Water Department – Sprinkler Systems and Backflow: Casey Junck, Water/Wastewater Superintendent, advised the Council that there is no permitting process to install sprinkler systems and the City does not have the ability to protect its water system. In addition, it is not a fair bidding process for those contractors that do install backflow devices vs those that do not. Installing a backflow system protects the water system and is a best practice. After discussion, Councilmember Eischeid suggested that he, Joel Hansen, Street and Planning Director, and Casey Junck, Water/Wastewater Superintendent, get together to try to come up with a permitting process/recommendation.

Food Trucks: Because the State is currently working on setting up rules/regulations for food trucks, the consensus was to wait until that legislative bill has passed or been approved.

Update on “Old City Hall Building:” Staff was directed to start the “Request for Proposals” process.

Funding update on Wayne Area Economic Development (WAED): Luke Virgil, Director of WAED, updated the Council on the funding they will be receiving from Wayne County. The County agreed to fund the organization \$125,000 in the next fiscal year, \$150,000 the second year, and \$175,000 the third year. Mr. Virgil also advised the Council that they are actively seeking to find a person for the

housing position. The Wayne Community Housing Development Corporation Housing Director will be under the umbrella of WAED. There will then be a total of four positions within that organization.

Funding update on the Wayne Community Redevelopment Authority (CRA): Luke Virgil, Director of WAED, updated the Council on the CRA's new tax asking, etc. Mayor Giese stated his hope is that the CRA will work more hand in hand with the Housing Director.

Traffic Control Expectations (4th Street)/Parking Restrictions: There are safety concerns where 4th Street meets the driveway coming out of the Sports Complex and the trail crossing. After discussion, consensus was to place a stop sign at Tomar Drive coming from the north stopping at 4th Street and then adding one on 4th Street for westbound traffic. Discussion took place on the parking around the Elementary School and Meadow Lane. Staff will take a more in-depth look at where stop signs should be located and bring forward an ordinance at a future meeting for Council consideration.

Future Goals/Other Items of Interest: Outdoor fitness area; ice skating rink; stop signs coming off the streets.

Update on Properties of Interest:

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to enter into executive/closed session to protect the public interest to discuss properties of interest, and to allow City Administrator Blecke, City Clerk McGuire, and City Attorney Miller to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive/closed session began at 7:13 p.m.

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

Councilmember Webber made a motion, which was seconded by Councilmember Bratcher, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 7:30 p.m.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:30 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,093.66
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	168.44
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	105.32
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,265.66
APPEARA	MAT SERVICES	176.20
APPEARA	CAC MAT SERVICE	56.51
ARC-HEALTH & SAFETY	CPR/AED TRAINING	440.00
ARNIE'S FORD INC	CHARGING SYSTEM	27.40
BAKER & TAYLOR BOOKS	BOOKS	1,010.43
BENSCOTER CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND-REISSUE	1,000.00
BENSCOTER CONSTRUCTION LLC	BUILDING PERMIT DEPOSIT REFUND-VOID	-1,000.00
BLACK HILLS ENERGY	GAS BILLS	463.51
BOMGAARS	FASTENERS/BOLTS	12.07
BOMGAARS	WET VAC/ROUND UP/TOOLS/SOFTENER SALT	1,219.68
BORDER STATES INDUSTRIES, INC	PARALLEL CONNECTORS	163.18
BSN SPORTS, INC	CATCHERS GEAR	489.73
CARHART LUMBER COMPANY	WOOD/TAMPER/BATTERIES/FAUCET	177.57
CARROLL DISTRIBUTING	SALT PROTECTOR/CUTTING BLADE/SAFETY GLASSES	1,202.84
CENTRAL PUMP & MOTOR, LLC	BORGER PUMP ROTATING ASSEMBLY	4,145.89
CENTRAL SAND AND GRAVEL	PEA ROCK FOR LAKE	2,075.52
CINTAS	FIRST AID SUPPLIES	309.35
CITY EMPLOYEE	SAFETY BOOT REIMBURSEMENT-REISSUE	172.79
CITY EMPLOYEE	MEDICAL/VISION REIMBURSEMENT	432.28
CITY EMPLOYEE	VISION REIMBURSEMENT	75.00
CITY EMPLOYEE	VISION REIMBURSEMENT	76.40
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	966.92
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,808.08
CITY EMPLOYEE	SAFETY BOOT REIMBURSEMENT-VOID	-172.79
CITY EMPLOYEE	VISION REIMBURSEMENT	395.20
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	106.60
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	149.12
CITY OF WAYNE	PAYROLL	115,136.02
CITY OF WAYNE	UTILITY REFUNDS	828.75
COLONIAL RESEARCH	MARKING PAINT	396.67
COUNTRY NURSERY INC	FREEDOM PARK MULCH	120.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DAVIE, JACQUELYN	RAZING BOND REFUND	400.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	86.00
DGR & ASSOCIATES CO	ENERGY SUBSTATION	550.00
EAKES OFFICE PLUS	COPY CHARGES	300.82
ED M. FELD EQUIPMENT CO INC	FUNCTION TEST ON FIRE TRUCK/HANDLE LOCK	1,818.90

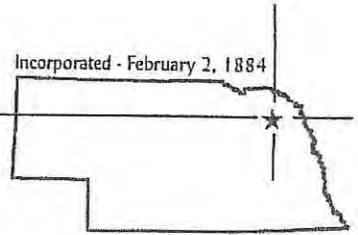
Vendor	Payable Description	Payment Total
MUNICIPAL SUPPLY INC	METER ADAPTERS	363.71
NDEE-FISCAL SERVICES	WW OP CERTIFICATION EXAM FEE	250.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,559.36
NE DEPT OF REVENUE	STATE WITHHOLDING	1.26
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	638.00
NEBRASKA GENERATOR SERVICE LLC	MICROSWITCH REPAIRS	1,976.32
NELSHA, LLC	BUILDING PERMIT DEPOSIT REFUND	500.00
NERC	NERC/MRO REGION ASSESSMENTS	1,047.74
NIX WAYNE LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
NORTHEAST NE ECONOMIC DEV DIST	21-HO-35041 MAY-AUG SERVICES/22-PW-008 JUN SERVICES	1,942.50
NORTHEAST NE INS AGENCY INC	CYBER INSURANCE	3,942.93
NORTHEAST POWER	WHEELING CHARGES	22,300.56
OLSSON	FAIRGROUNDS AVE REC DEVELOPMENT	10,988.25
O'REILLY AUTOMOTIVE STORES, INC.	BRAKE PADS/COPPER PLUG/OIL FILTER	60.40
OVERHEAD DOOR	NEW CABLES ON OVERHEAD DOOR	366.90
PLUMBING & HEATING WHOLESALE INC.	VACUUM BREAKER	69.48
QUALITY 1 GRAPHIC	HELMET DECALS/PRAIRIE PARK SIGN	375.00
QUALITY FOOD CENTER	CUPS/NAPKINS/FREEZER BAGS	28.32
SCOTT'S AUTOMOTIVE	UPLANDER BEARING/BRAKE REPAIRS	1,350.00
SID DILLON CHEVROLET	POLICE TAHOE	47,933.00
SID DILLON CHEVROLET	POLICE TAHOE	47,933.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	796.41
STADIUM SPORTING GOODS	SHIRTS/EMBROIDERY	87.00
STAPLES, INC.	OFFICE SUPPLIES	198.50
SUBSURFACE SOLUTIONS	RECHARGEABLE BATTERIES	514.66
US BANK	FIRE RESISTANT CLOTHING/NURF BARS/VACUUMS/BOOKS	14,010.20
	FENCING/TRAFFIC PAINT/PHONES/TECH SUPPLIES	
UTILITIES SECTION	BACKFLOW WORKSHOP	325.00
VIAERO WIRELESS	TRANSIT VAN CELL PHONE	68.94
WAYNE AREA ECONOMIC DEVELOPMENT	LEADERSHIP CLASS-D LUNZ	199.00
WAYNE COUNTY CLERK	FILING FEES	122.00
WAYNE COUNTY CLERK	CRA-FILING FEES	26.00
WESCO DISTRIBUTION INC	ARRESTERS/MARKING PAINT	1,027.20
	Grand Total:	423,626.72

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: Wildcat Leines - Per Vandersmied

Address: 1221 Lincoln St.
Wayne, NE 68787

Telephone No.: (402) 375-3390 Per 402-375-0459

Date of Request: Sat, Oct 7

Description of Requested Topic: would like to block off ^{12th} ~~9th~~ + Lincoln to
1/2 off the intersection of 13th + Lincoln and entrance to the
old swimming pool parking lot. We would like to have Dink's
Memorial Car show, same as we did last year. All money raised
goes towards the Youth Program and Dink's Scholarship account





August 21, 2023

Chief of Police, Mayor, City Council
City of Wayne
306 Pearl St
Wayne, NE 68787

Dear Wayne City Officials:

On behalf of the Wayne Green Team, this letter is a request for street closure and change in traffic flow for our 10th Electronics Recycling Event on Saturday, September 23, 2023, 8am to 10am.

Street Closure Requested:

- Close westbound 3rd Street between Lincoln and Pearl Streets to regular traffic by 7am Saturday, September 23, for set up. Street should reopen by noon or earlier once the truck is fully loaded.
- Prohibit parking on 3rd Street between Lincoln and Pearl Streets beginning Friday, September 22, 2023. This is where the vendor will park its 53-foot truck and place pallets for electronics.
- Allow two lanes of one-way traffic heading eastbound on 3rd Street, with cars entering at Lincoln Street and exiting at Pearl Street for the event.

Assistance from City Requested:

- Post no parking signs in advance of event on 3rd Street.
- Provide a forklift and operator to move pallets into the vendor's truck at the event.
- Provide barricades to place at event to reroute traffic and manage flow.
- Tow any unlawfully parked cars if needed.
- Provide safety vests for volunteers at the event.

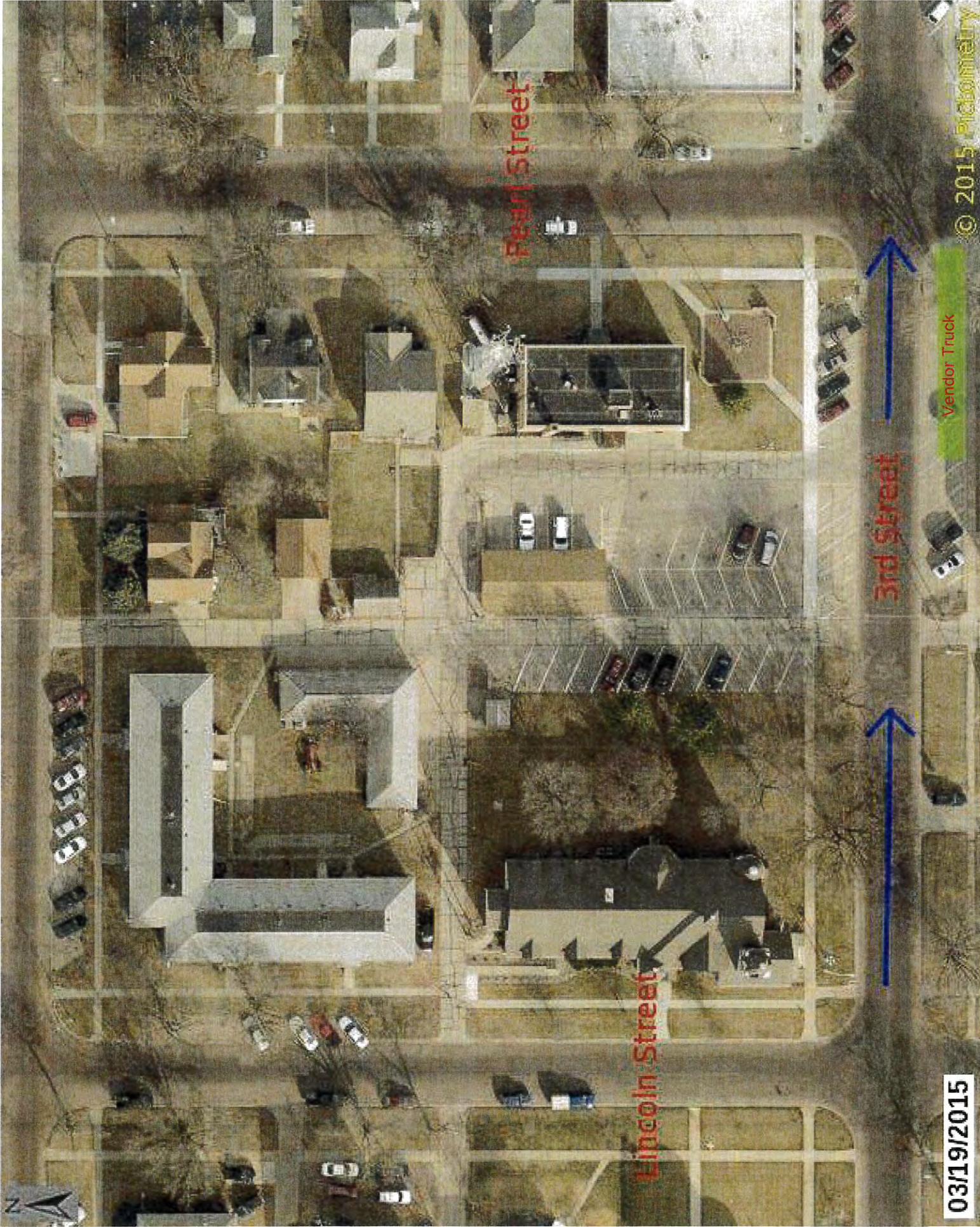
The Wayne Green Team will provide volunteers to direct traffic, collect fees, and unload cars. Students from Wayne State Mens Basketball and Womens Basketball will also assist at the event. We are using the same vendor from the last two years (Retrofit) and expect 20,000 pounds of electronics.

Since 2013, our community has recycled nearly 159,000 pounds of electronics at these collection events. Your assistance is greatly appreciated as we couldn't do it without you. Thank you for supporting electronics recycling in Wayne!

Sincerely,

A handwritten signature in cursive script that reads "Sandy Brown".

Sandy Brown



Pearl Street

Lincoln Street

3rd Street

Vendor Truck

03/19/2015

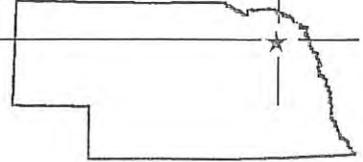
© 2015 Picometry

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

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Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Name: Jan Casey

Address: 310 E. 21st St.
Wayne, NE 68787

Telephone No.: 402-369-1257

Date of Request: 9-11-2023

Description of Requested Topic: Fee Waiver for Freedom Park Meeting
facility (old swimming pool) for a P.E.O. Function.
P.E.O. is a non-profit organization supporting women
to further their education.

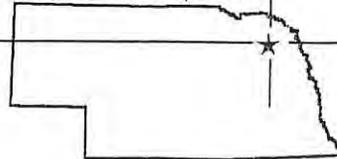


City of Wayne

306 Pearl • P.O. Box 8
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Incorporated - February 2, 1884



[Back to Top](#)

REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: Deb Dannelly and Lou Wiltse

Address: 215 E. 10th St.
Wayne, NE 68787

Telephone No.: 402-375-1555

Date of Request: 8-16-23

Description of Requested Topic: We would like to discuss options
and thoughts for watering and caring for the 33
city pots in the downtown area, next spring, summer
and fall.



Home of Wayne State College



Equal Housing Opportunity



[Back to Top](#)

August 28, 2023

Chief Marlen Chinn
City of Wayne Police Department
306 Pearl Street
Wayne, NE 68787

Dear Chief Chinn,

Wayne Area Economic Development respectfully requests a parade permit for the annual Christmas in Wayne celebration to be held on Thursday, November 16 including the Parade of Lights. Plans call for the parade to line up at 6:15 p.m. with the parade beginning at 6:30 p.m. and finishing around 7:00 p.m., entries lining up on West 6th Street and Pearl Street, first come, first in line. The parade proceeds south on Main Street, disbursing at the CRA/City Lot at 113 S Main. Parade Participants will be reminded that candy or other items should not be thrown from the vehicle. A copy of our affidavit of insurance will be provided by Northeast Nebraska Insurance Agency.

The committee requests that parking not be allowed on Main Street in the 300 and 200 Blocks from 5:30 p.m. until 8:00 p.m. to give guests on the sidewalk a better view of the parade and encourage pedestrian shoppers. Carolers, cider and hot cocoa station, and other activities may be set up on the downtown sidewalks. It is anticipated that the location of the big Community Christmas Tree will change, however this should not impact the designated parade route.

We truly appreciate the support from the City of Wayne and especially the Police Department during the holiday events. Your cooperation and assistance helps turns these events into successful marketing tools for our community and glowing memories for the families who live here.

We look forward to hearing from you. If you have any questions or concerns regarding Christmas in Wayne, please contact me at the Economic Development office at 402-375-2240.

Sincerely,



Brayden Sharp
Marketing, Events, and Tourism Coordinator

www.wayneworks.org • info@wayneworks.org
108 W 3rd Street, Wayne, NE 68787 • 402-375-2240 • 877-929-6363



[wayneNE68787](#)



[Wayne, NE](#)



[@wayneNE68787](#)

NEBRASKA

ECONOMIC DEVELOPMENT
CERTIFIED COMMUNITY

RESOLUTION NO. 2023-59

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF TRANSPORTATION REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

WHEREAS, the annual “Christmas on Main/Parade of Lights” celebration will be held on Main Street from West 6th Street south to the CRA/City Lot at 113 S Main Street on Thursday, November 16, 2023, from 6:00 p.m. to approximately 7:00 p.m. or immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

WHEREAS, Wayne Area Economic Development, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour, and traffic control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney’s fees, that may arise as a result of the special event.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



August 15, 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 Change Order No 1, Payment No. 2, and Certificate of Substantial Completion for the above referenced project. The contractor has completed work for the project and is requesting payment for completed quantities.

Change Order No. 1 represents the adjustments to final quantities. Whole concrete panels were removed as requested by city staff which increased concrete quantities at intersections primarily. The net increase is \$8,363.72.

Pay Application No. 2 includes the concrete work and change order 1 in the amount of \$39,522.38. The project is substantially complete and pending meeting concrete strength test results the project will be complete. Retainage is being held pending the test results. Thus JEO recommends approval of Change Order No. 1, Pay Application No. 2 and the certificate of substation completion 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

190287.05LTR081523-PA2.docx

CHANGE ORDER NO.: 1

Owner:	City of Wayne	Owner's Project No.:	
Engineer:	JEO Consulting Group, Inc.	Engineer's Project No.:	190287.05
Contractor:	Vrba Construction, Inc.	Contractor's Project No.:	
Project:	2023 Wayne Sanitary Sewer Service Improvements		
Contract Name:	2023 Wayne Sanitary Sewer Service Improvements		
Date Issued:	8/10/2023	Effective Date of Change Order:	8/15/2023

The Contract is modified as follows upon execution of this Change Order:

Description:

Adjust final quantities

Attachments:

Project Complete - Measure quantities

Change in Contract Times

[State Contract Times as either a specific date or a number of days]

Change in Contract Price

Original Contract Price: \$ 120,642.50	Original Contract Times: Substantial Completion: July 17, 2023 Ready for final payment: August 1, 2023
Net change from previously approved Change Orders No. [-] to No. [Number of previous Change Order]: \$ 0.00	Net change from previously approved Change Orders [-] to No. [Number of previous Change Order]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ 120,642.50	Contract Times prior to this Change Order: Substantial Completion: July 17, 2023 Ready for final payment: August 1, 2023
Net change for this Change Order: \$ 8,363.72	Net change for this Change Order: Substantial Completion: None Ready for final payment: None
Contract Price incorporating this Change Order: \$ 129,006.22	Contract Times with all approved Change Orders: Substantial Completion: July 17, 2023 Ready for final payment: August 1, 2023

Recommended by Engineer (if required)

Authorized by Owner

By: Rogan Protyman
 Title: Sr Proj. Eng.
 Date: 8/15/23

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: Nikki Moore
 Title: Operations Manager
 Date: 8/10/2023

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>2</u>	Application Date: <u>8/10/2023</u>
Application Period: From <u>7/19/2023</u> to <u>8/1/2023</u>	

1. Original Contract Price	\$ 120,642.50
2. Net change by Change Orders	\$ 8,363.72
3. Current Contract Price (Line 1 + Line 2)	\$ 129,006.22
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 129,006.22
5. Retainage	
a. 5% X \$ 129,006.22 Work Completed =	\$ 6,450.31
b. 5% X \$ - Stored Materials =	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 6,450.31
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 122,555.91
7. Less previous payments (Line 6 from prior application)	\$ 83,033.53
8. Amount due this application	\$ 39,522.38
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 6,450.31

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: Nili Mozur **Date:** 8/10/2023

Recommended by Engineer	Approved by Owner
By: <u>Roger A. Prozman</u>	By: _____
Title: <u>Sr. Proj. Eng.</u>	Title: _____
Date: <u>8/15/23</u>	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

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

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

Application No.: 2 **Application Period:** From 07/19/23 to 08/01/23 **Application Date:** 08/10/23

A Bid Item No.	B Description	C Contract Information			E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	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 (I / J) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	D Units	D Original Contract								
1	Mobilization	1.00	LS	20,000.00	20,000.00	1.00	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	100%	-	
3	Connect to Existing Manhole	1.00	EA	550.00	550.00	1.00	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	100%	-	
5	48" Dia. Concrete Manhole	14.00	VF	975.00	13,650.00	14.00	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	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	100%	-	
8	4" 45 Bend, PVC	10.00	EA	37.00	370.00	10.00	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	100%	-	
10	Cleanout	1.00	EA	2,000.00	2,000.00	1.00	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	100%	-	
12	7" Concrete Pavement	300.00	SY	91.50	27,450.00	300.00	27,450.00		27,450.00	100%	-	
13	Remove Pavement	300.00	SY	14.15	4,245.00	300.00	4,245.00		4,245.00	100%	-	
14	Gravel Surface Course	50.00	TONS	81.25	4,062.50	50.00	4,062.50		4,062.50	100%	-	
						Original Contract Totals		\$ 120,642.50	\$ 120,642.50	\$ 120,642.50	100%	\$ -

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: August 8, 2023

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison 

At their meeting held on August 7, 2023, the Wayne Planning Commission made a recommendation on the following public hearings.

Public Hearing: Amending the Wayne Municipal Code, Chapter 152 Zoning, Section 152.046 A-1 Agricultural District, specifically (K) Permitted Conditional Uses, by Adding (3) Stables.

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Schultz and seconded by Commissioner Schademann to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 152 Zoning, Section 152.046 A-1 Agricultural District, specifically (K) Permitted Conditional Uses, by adding (3) Stables, with the findings of fact being, consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

Public Hearing: Request to Rezone from A-2 Agricultural Residential District to A-1 Agricultural District, Lot 6 Amended Plat of Tuffern Blue Estates

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Schultz and seconded by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council approving the Request to Rezone from A-2 Agricultural Residential District to A-1 Agricultural District, Lot 6 Amended Plat of Tuffern Blue Estates, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried

JH:cb

To Whom it May Concern,

Lucas and Heidi Thompson, owners of two lots in Tuffern Blue Estates, are in favor of changing Nelson's property to be zoned A1. We were forced to buy two lots because of the stringent restrictions on A2 zoning. We have no opposition to changing zoning.

August 10, 2023

Lou Ann and Shannon Reed
57461 857th Road
Wayne, Nebraska 68787

City Of Wayne
City Council
306 Pearl Street
Wayne, Nebraska 68787

Dear Sirs:

We are writing in regards to the request to rezone from A-2 agricultural residential district to A-1 agricultural district, lot 6 amended plat of Tuffern Blue Estates. This is Randy and Laura Nelson's request to rezone allowing for stables.

The property directly west of the Nelsons is owned by us. We are in favor of allowing this rezoning and applaud their horse therapy program, a worthy endeavor for the city of Wayne, the county and surrounding regions.

We appreciate your consideration in this matter.

Lou Ann & Shannon Reed

Lou Ann and Shannon Reed



REQUEST FOR AMENDING ZONING TEXT

Applicant Randy, Laura Nelson Date 7-11-23

Section of Ordinance to be Amended 152.046 A-1 Agricultural Dist.

Reason for Amending Text (1c) Permitted Conditional Uses
Allow stables permitted conditional
uses.

Laura S. Nelson
Applicant's Signature

Application Process:

1. An application requesting the amendment of the zoning ordinance and the reason for such amendment.
2. An application fee must be included with the request – current fee is \$200, which would cover the Planning Commission public hearing and the City Council public hearing.
3. Request for amendment of zoning language will be placed on the agenda of the Planning Commission for their next available meeting date and then a recommendation of approval or denial forwarded onto the City Council for their approval or denial of the same.

Public Hearing by: Planning Commission Aug 7 '23 City Council _____

Request Approved / Denied by Planning Commission Approved

Request Approved / Denied by City Council _____

Date Fee Paid: July 11, 2023

306 Pearl Street
Wayne, NE 68787

402.375.1733

cityofwayne.org

ORDINANCE NO. 2023-18

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.046 — A-1 AGRICULTURAL DISTRICT, SUBSECTION (K) PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on August 7, 2023, regarding a request to consider amending the zoning text, specifically the A-1 Agricultural District, Section 152.046 (K) Permitted Conditional Uses, and have recommended approval thereof subject to the “Findings of Fact” being:

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

Section 2. That Title XV Land Usage, Chapter 152 Zoning, Section 152.046 – A-1 Agricultural District, Subsection (K) Permitted Conditional Uses of the Municipal Code of Wayne, is hereby amended as follows:

§ 152.046 A-1 AGRICULTURAL DISTRICT.

(K) Permitted conditional uses.

(1) A building or premises in an A-1 District may be used for the following in conformance with the prescribed conditions.

(2) Second class animal production:

(a) Where the parcel is adjacent to the city limits or any R District:

1. Two animal units per acre, not to exceed 40 animal units.
2. No more than four of those animal units may consist of turkeys, ducks and geese combined.
3. No more than four of those animal units may consist of chickens.
4. Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100 feet from any property line which borders the city limits or any R District, and at least 300 feet from a residential dwelling on another property.

(b) Where the parcel is not adjacent to the city limits or any R District, and is less than 40 acres in size:

1. Two animal units per acre, not to exceed 40 animal units.
2. No more than ten of those animal units may consist of turkeys, ducks and geese combined.

3. No more than ten of those animal units may consist of chickens.

4. Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100 feet from any property line which borders the city limits or any R District, and at least 300 feet from a residential dwelling on another property.

(c) Where the parcel is not adjacent to the city limits or any R District, and is at least 40 acres in size:

1. Two animal units per acre.

2. No more than 20 of those animal units may consist of turkeys, ducks and geese combined.

3. No more than 20 of those total animal units may consist of chickens.

4. Any structure housing animals, or storing or composting manure, and any open area used for grazing, loafing, or spreading manure shall be at least 100 feet from any property line which borders the city limits or any R District, and at least 300 feet from a residential dwelling on another property.

(3) Stables

Section 3. Any other ordinance or parts of ordinance in conflict herewith are repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



WAYNE NEBRASKA

REQUEST FOR REZONING PROPERTY

Applicant Randy, Laura Nelson Date 7-11-23
 Address 85726 575th AVE
 Legal Description Lot 6 Amended Plat of Tuffern Blue Estates
 Rezoning Change From A2 To A1
 Reason for Rezoning Allow stables permitted conditional uses.

Laura S Nelson

Applicant's Signature

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

Summary of Chapter 152 – Zoning

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

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

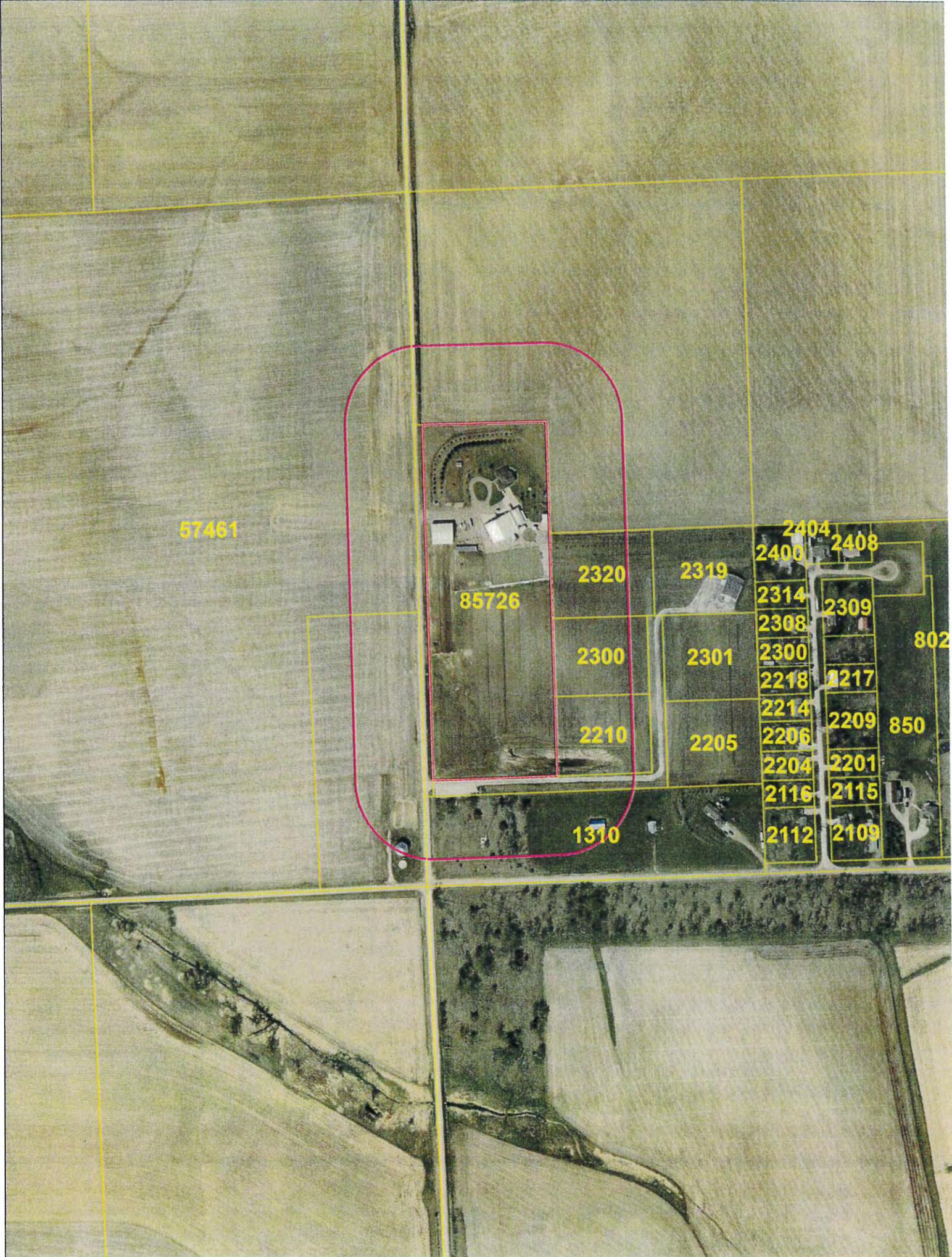
The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property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

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

Date Rezoning Request Approved/Denied by Planning Commission Approved Aug 7, 2023

Date Rezoning Request Approved/Denied by City Council _____

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



57461

85726

2320

2319

2400

2408

2300

2301

2314

2309

802

2210

2205

2308

2300

2217

2218

2214

2209

850

2206

2201

2204

2115

2116

2112

2112

2109

1310

ORDINANCE NO. 2023-19

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF LOT 6, AMENDED PLAT OF TUFFERN BLUE ESTATES, WAYNE COUNTY, NEBRASKA, FROM A-2 AGRICULTURAL DISTRICT TO A-1 AGRICULTURAL DISTRICT.

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

Section 1. That the Planning Commission held a public hearing on August 7, 2023, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

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

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

Lot 6, Amended Plat of Tuffern Blue Estates, Wayne County,
Nebraska

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described or as recommended as now in an R-2 (Residential) zone.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2023-60

A RESOLUTION SETTING THE PROPERTY TAX REQUEST FOR FY2023-2024.

WHEREAS, Nebraska Revised Statute 77-1601.02 provides that the governing body of the City of Wayne, Nebraska, passes by a majority vote a resolution or ordinance setting the tax request; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request.

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

1. The 2023-2024 property tax request be set at \$1,175,499.61.
2. The total assessed value of property differs from last year’s total assessed value by 13.45%.
3. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$.338810 per \$100 of assessed value.
4. The City of Wayne proposes to adopt a property tax request that will cause its tax rate to be \$.358201 per \$100 of assessed value.
5. Based on the proposed property tax request and changes in other revenue, the total operating budget of the City of Wayne will be an increase from last year’s by 32%.
6. A copy of this Resolution be certified and forwarded to the County Clerk on or before September 30, 2023.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City Councilmember _____ moved for the adoption/approval of said Resolution.

Councilmember _____ seconded the motion.

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

RESOLUTION NO. 2023-62

A RESOLUTION TO ADOPT THE 2023-2024 BUDGET FOR THE CITY OF WAYNE.

WHEREAS, LB 989 changed budget limitation provisions regarding restricted funds for political subdivisions; and

WHEREAS, LB 1114 established levy limits for local governments; and

WHEREAS, the 2023-2024 budget document meets the requirements of the legislative laws; and

WHEREAS the Mayor and Council of the City of Wayne, Nebraska, have conducted a public hearing as prescribed by law and heard and considered comments concerning the 2023-2024 budget for the City of Wayne; and

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska, hereby find and determine that it is in the best interest of the City that the 2023-2024 budget be adopted as the "Official Budget" for the fiscal year 2023-2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the 2023-2024 budget of the City of Wayne, Nebraska, be and is hereby adopted.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2023-20

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That after complying with all procedures required by law, the budget presented and set forth in the budget statement is hereby approved as the Annual Appropriation Bill for the fiscal year beginning October 1, 2023, through September 30, 2024. All sums of money contained in the budget statement, as fund totals, are hereby appropriated for the necessary expenses and liabilities of the City of Wayne. A copy of the budget document shall be forwarded, as provided by law, to the Auditor of Public Accounts, State Capitol, Lincoln, Nebraska, and to the County Clerk of Wayne County, Nebraska, for use by the levying authority.

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 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2023-63

A RESOLUTION APPROVING THE RENTAL AGREEMENT FOR THE USE OF THE FREEDOM PARK SHELTER HOUSE.

WHEREAS, the City Council desires to allow the renting of the Freedom Park Shelter House; and

WHEREAS, if approved, said rental policy shall become effective upon the passage of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Rental Policy for the use of the Freedom Park Shelter House is hereby approved, and a copy is attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

FREEDOM PARK SHELTER HOUSE RENTAL POLICY

Reservations: Reservations will be kept by the City Clerk's Office at City Hall, 375-1733 and coordinated with the Park and Recreation Department. Reservations must be made ten (10) business days prior to rental. Any cancellations must be given 48 hours in advance to receive a rental fee refund. Priority will be given to City of Wayne events. The hours of rental shall be from 8:00 a.m. to 9:00 p.m. during the weekdays and weekends. All events, including City sponsored events, shall be scheduled in advance.

Capacity: The seating capacity is **64**. The parking lot capacity is **30** stalls.

Rental Fees and Deposits: The rental fee and deposit must be paid prior to rental of the facility. Payment can be made in the City Clerk's office on Monday through Friday from 7:30 a.m. to 4:30 p.m. The rental fee is **\$100.00** per day. A cleaning/damage deposit of **\$150.00** is required from all renters. This deposit will NOT be returned unless all rental requirements are met. The deposit may be picked up at the City Clerk's office on the second business day after rental.

Responsibility: The group renting the building will be responsible for set-up, tear down and clean up of the premises. Anything brought into the Freedom Park Shelter House by the renter shall be removed on that day. There shall be no hangings on the walls. All rules will apply to City employees with no exceptions. Renters shall turn off all lights, including the lights in the bathrooms.

No tobacco products are allowed. Because of potential fire hazards, smoking is prohibited in the building and on the outside property grounds.

**RENTAL AGREEMENT
FOR USE OF THE
FREEDOM PARK SHELTER HOUSE
WAYNE, NEBRASKA**

1. Name of Renter: _____
2. Purpose of Rental: _____
3. Period of Freedom Park Shelter House Use:
 Dates of Use: _____ Day(s) of Week: _____
 Number of Days: _____ Hours of Day: _____
4. Rental Charge: \$ _____ (daily)
 Cleaning Deposit: \$ _____
 Total Charge: \$ _____ (if for several days)

5. RENTAL FEES MUST BE PAID IN ADVANCE

Checks will be made payable to the City of Wayne.

The Undersigned agrees to the terms and conditions set forth herein (including Addendum No. 1 attached hereto), and the City acknowledges receipt of payment of the rental charge specified in Section 4 above.

CITY OF WAYNE, NEBRASKA

By _____

Renter
Address: _____
Telephone: _____

**Freedom Park Shelter House
Clean-Up Checklist**

Date of Rental: _____ Time: _____

Reason: _____

This checklist has been provided for your use in proper clean-up. Each line must be initialed upon completion of the task and signed below by the individual renting the facility. Please return this checklist to the City Clerk's office to secure your deposit refund.

- _____ 1. All tables and chairs will be cleaned off and returned to their respective places.
- _____ 2. All paper and debris shall be picked up and placed in the provided wastepaper baskets. (Garbage bags are to be provided by the renter.)
- _____ 3. All materials brought to the meeting shall be removed.
- _____ 4. All lights, including bathroom lights, shall be turned off upon leaving the meeting room.
- _____ 5. The doors shall be secured.
- _____ 6. All games and equipment will be returned to their respective places.

Renter's Signature

RESOLUTION NO. 2023-64

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2024 CHEVROLET SILVERADO 4WD CREW CAB PICKUP THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM SID DILLON (\$49,933).

WHEREAS, the Electric Production Superintendent has prepared specifications for a new 2024 Chevrolet Silverado 4WD Crew Cab Pickup and related equipment; and

WHEREAS, staff's recommendation is to go through the State Bid system and purchase said vehicle from Sid Dillon for the sum of \$49,933, which is considered the base bid and includes all items called for in the specifications, unless otherwise noted.

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

1. That the specifications for the 2024 Chevrolet Silverado 4WD Crew Cab Pickup and related equipment be and the same are hereby approved; and
2. That the cost for said Chevrolet Silverado Pickup and related equipment be and the same are also hereby approved.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne

306 Pearl Street, PO Box 8

Wayne, NE 68787

Telephone: 402-375-1733

Fax : 402-375-4712

Purchase Order No.

EL-Prod 1

Order Date:

8/28/2023

To: Sid Dillon Fleet

Ship To: City of Wayne

Wahoo, NE

306 Pearl Street

Wayne, NE 68787

	Qty. Ordered	Qty. Received	Description	Unit Price	Total
1	1		2024 Chevrolet Silverado 2500HD 4WD Crew Cab		\$49,933.00
2			159" Custom		
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
Coding 420-602-83001				Amount	49,933.00
Coding				Amount	
Coding				Amount	
Coding				Amount	

Ordered By Jeff Triggs

Received By





Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Wayne

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom





Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Sid Dillon Fleet

Dealership Information

Sid Dillon Fleet
Wahoo, NE.

Prepared By:

Ron Fullerton
Sid Dillon Fleet
402-540-7578
ron.fullerton@siddillon.com

Thanks!
Ron Fullerton

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$51,400.00
Total Options	\$1,565.00
Vehicle Subtotal	\$52,965.00
Destination Charge	\$1,895.00
Grand Total	\$54,860.00

\$49,933.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20261. Data Updated: Aug 22, 2023 6:51:00 PM PDT.



Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK20743	2024 Chevrolet Silverado 2500HD 4WD Crew Cab 159" Custom	\$51,400.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP
1CX	Custom Preferred Equipment Group includes standard equipment	\$0.00
A2X	Seat adjuster, driver 10-way power including lumbar (Included with (PCX) Custom Convenience Package. Requires (H0U) Jet Black interior.)	Inc.
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00
BTV	Remote vehicle starter system (Included and only available with (PCX) Custom Convenience Package.)	Inc.
C49	Defogger, rear-window electric (Included and only available with (PCX) Custom Convenience Package.)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00
H0U	Jet Black, Cloth seat trim (Requires (PCX) Custom Convenience Package, (A2X) 10-way power driver seat adjuster and (KI4) Power outlet.)	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00
JGH	GVWR, 10,850 lbs. (4921 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)	\$0.00
JL1	Trailer brake controller, integrated (Included and only available with (PCX) Custom Convenience Package or (Z6A) Gooseneck/5th Wheel Prep Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet.)	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCX) Custom Convenience Package.)	Inc.

IP At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
 Data Version: 20281. Data Updated: Aug 22, 2023 6:51:00 PM PDT.



Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00
PCX	Custom Convenience Package includes (BTV) Remote Start with (UTJ) content theft alarm, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UBI) 2 charge-only USB ports for second row, (C49) rear-window defogger, (A2X) 10-way power driver seat including power lumbar, (UF2) bed LED cargo area lighting, (QT5) EZ Lift power lock and release tailgate and (JL1) Trailer brake controller. (Included with (PDX) Custom Value Package. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	\$1,590.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCX) Custom Convenience Package.)	Inc.
RFO	Not Equipped with USB ports rear see dealer for details (Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.) *CREDIT*	(\$25.00)
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet. Beginning with the start of production certain vehicles will be forced to include (RFO) Not Equipped with USB ports rear.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCX) Custom Convenience Package.)	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (PCX) Custom Convenience Package.)	Inc.
Options Total		\$1,565.00

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,850 lbs. (4921 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels.)

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 20261. Data Updated: Aug 22, 2023 6:51:00 PM PDT.



Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (✔ Complete)

Mechanical

- Push Button Start
- Air filter, heavy-duty
- Air filtration monitoring
- Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
- Auto-locking rear differential
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
- Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine.)
- Exhaust, single, side

Exterior

- Wheels, 20" (50.8 cm) machined aluminum with Grazen Metallic painted accents, 10-spoke
- Tires, LT275/65R20 all-terrain, blackwall
- Tire, spare LT275/70R18 all-terrain, blackwall
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door
- Bumper, front (High gloss Black.)
- Bumper, rear (High gloss Black.)
- CornerStep, rear bumper
- BedStep, Black integrated on forward portion of bed on driver and passenger side
- Moldings, beltline, Black
- Cargo tie downs (12), fixed rated at 500 lbs per corner

 At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 20261. Data Updated: Aug 22, 2023 6:51:00 PM PDT.



Sid Dillon Fleet

Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Custom (Complete)

Exterior

- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps with incandescent tail, stop and reverse lights
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])
- Mirror caps, Black
- Glass, deep-tinted
- Tailgate, standard
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCX) Custom Convenience Package is ordered.)
- Tailgate, gate function manual, no EZ Lift
- Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

SiriusXM Radio

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)

Audio system feature, 6-speaker system

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
Cloth seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor)
Floor covering, color-keyed carpeting
Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
Floor mats, rubberized-vinyl rear (Deleted when LPO floor liners are ordered.)
Steering wheel, urethane
Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
Driver Information Center, 3.5" diagonal monochromatic display
Exterior Temperature Display located in radio display
Compass located in instrument cluster
Rear Seat Reminder
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down
Door locks, power
Remote Keyless Entry with 2 transmitters
Cruise control, electronic with set and resume speed, steering wheel-mounted
USB Ports, 2, Charge/Data ports located on instrument panel
Power outlet, front auxiliary, 12-volt
Air conditioning, single-zone
Air vents, rear, heating/cooling
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

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Safety-Mechanical

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera

Hitch Guidance dynamic single line to aid in trailer alignment for hitching

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Seat Belt Adjustable Guide Loops, front row only

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Rear Seat Belt Indicator

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering

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WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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RESOLUTION NO. 2023-65

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2023 CHEVROLET TAHOE THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM SID DILLON (\$47,933).

WHEREAS, the Police Chief has prepared specifications for a new Chevrolet Tahoe and related equipment; and

WHEREAS, the Police Chief's recommendation is to go through the State Bid system and purchase said vehicle from Sid Dillon for the sum of \$47,933, which is considered the base bid and includes all items called for in the specifications, unless otherwise noted.

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

1. That the specifications for the Chevrolet Tahoe and related equipment be and the same are hereby approved; and
2. That the cost for said Chevrolet Tahoe and related equipment be and the same are also hereby approved.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF ORIGIN FOR A VEHICLE

5290



RBLPD019

INVOICE NO.

10D60337333

DATE

07/24/23

VEHICLE IDENTIFICATION NO.

1GNSKLED8PR453585

BODY TYPE

TAHOE 4WD FOUR DOOR SUV

H.P. (S.A.E.)

45.4

G.V.W.R.

7600

YEAR

2023

NO. CYLS.

08

MAKE

CHEVROLET

SHIPPING WEIGHT

5630

SERIES OR MODEL

CK10706

N.T.R.

1/2

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

05858 BQWQKD

SID DILLON CHEVROLET

1750 COUNTY ROAD J

WAHOO

NE 68066-4014

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

* THIS VEHICLE *
* HAS A *
* 50-STATE *
* EMISSION *
* SYSTEM *

GENERAL MOTORS LLC

BY:

Keeri L. Dixi

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

G90883876

DETROIT

MI 48243-1114

CITY - STATE

GM 521 REV. 10-05 P1BSRU00106915

Nebraska Sales/Use Tax and Tire Fee Statement

for Motor Vehicle and Trailer Sales

1680777

Purchaser's Name and Address				Seller's Name and Address			
Name CITY OF WAYNE				Name SID DILLON CHEVROLET			
Street or Other Address 306 PEARL STREET				Street or Other Address 1750 COUNTY ROAD J			
City WAYNE NE 68787		State		City WAYNE NE 68066		State	
Zip Code				Zip Code			

Purchased Vehicle/Trailer Description					
Make CHEVROLET TRUCK	Body Type 4DR 4WD	Year 2023	Vehicle ID Number (VIN) 1GNSKLED8PR453585	Date of Purchase 08/18/2023	

Trade-in Vehicle/Trailer Description					
Make	Body Type	Year	Vehicle ID Number (VIN)	License Plate Number	Was the trade-in vehicle being leased? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter -0- on line 2.

Tax Computation — See Instructions

1 Total sales price	1	47933.00
2 Less trade-in allowance	2	N/A
3 Less manufacturer's rebate assigned to dealer at time of sale	3	N/A
4 Tax base (line 1 minus lines 2 and 3) (if zero or less, enter -0-)	4	47933.00
5 Nebraska sales or use tax (line 4 multiplied by rate)	5	N/A
6 Local sales or use tax (line 4 multiplied by rate)	6	N/A
7 Total Nebraska and local sales or use tax due (line 5 plus line 6)	7	N/A
8 Tire fee (Number of new tires <u>5</u> multiplied by \$1)	8	5.00
9 Penalty for late payment	9	N/A
10 Interest for late payment	10	N/A
11 Balance due (total of lines 7, 8, 9, and 10)	11	5.00

Any dealer or seller who willfully prepares a false or fraudulent Nebraska Sales/Use Tax and Tire Fee Statement may be found guilty of a Class IV felony and will, upon conviction, be fined not more than \$10,000, or be imprisoned not more than five years or both. Under penalties of law, I declare that I have examined this statement and it is correct and complete.

sign here

[Signature]
Signature of Seller

City of Wayne
by Betty G. M. Seuss
Signature of Purchaser or Agent of Purchaser

08/18/2023
Date

Nebraska Resale or Exempt Sale Certificate for Motor Vehicle and Trailer Sales

If exempt category 1 through 7 is claimed, requested information must be entered. Only categories 5 and 12 are exempt from the tire fee.

Type of Exemption	Type of Exemption
<input type="checkbox"/> 1 Purchase by an exempt organization holding a Certificate of Exemption issued by the Nebraska Department of Revenue. Number 05-_____	<input type="checkbox"/> 7 Purchase by a person with a disability with funds contributed by the U.S. Department of Veterans Affairs or the Nebraska Department of Health and Human Services Finance and Support. Enter amount of contribution: \$_____. See instructions for "Purchase of a Motor Vehicle by a Person with a Disability."
<input type="checkbox"/> 2 Vehicle will be used in a common or contract carrier capacity and the purchaser shown on the face of this form holds a current Certificate of Exemption issued by the Nebraska Department of Revenue. Number 05-_____	<input type="checkbox"/> 8 Purchase by a governmental entity not engaged in the business of furnishing gas, water, electricity, or heat.
<input type="checkbox"/> 3 Purchase by a lessor of motor vehicles. Sales tax on the fair market lease payments to be remitted under Nebraska Sales Tax Permit. Lessor's Sales Tax Number 01-_____	<input type="checkbox"/> 9 Vehicle is the subject of an intercompany sale between parent, subsidiary, or brother-sister companies. Sales tax was paid by the seller company on its purchase of this vehicle. (Documentation required.)
<input type="checkbox"/> 4 Purchase under the Lessor's Option and the motor vehicle will be leased to a common or contract carrier who holds a valid Nebraska Certificate of Exemption Number 05-_____. Lessor must attach a copy of approved Nebraska Application for Election of Lessors to Pay Sales and Use Tax on Cost of Motor Vehicles, Form 15.	<input type="checkbox"/> 10 Vehicle is a gift or received by inheritance and tax was previously paid by the donor. A gift is a voluntary transfer without any consideration. The donor paid the tax on the previous transfer. If the person accepting the motor vehicle or trailer as a gift or inheritance assumes a lien, mortgage, or encumbrance, the amount owing shall be subject to sales and use tax. (Documentation required.)
<input type="checkbox"/> 5 Purchase by a Native American Indian residing in Indian country and the vehicle is registered at a location within Indian country in Nebraska. Tax Exemption ID Card Number: _____	<input type="checkbox"/> 11 Transfer of the vehicle during the creation, reorganization, or dissolution of a corporation, limited liability company, or partnership solely for voting stock membership interest or partnership interest. Also, transfer of a vehicle as additional capital to an ongoing corporation. (Documentation required.)
<input type="checkbox"/> 6 Vehicle was purchased, licensed, and operated in a state other than Nebraska. Identify state: _____ (Documentation required.)	<input type="checkbox"/> 12 Purchase of a 30-day plate by a nonresident of Nebraska who does not intend to remain in Nebraska more than 30 days from the date of purchase.

Any purchaser or agent who completes this exemption certificate for any purchase which is not exempt under the Nebraska Revenue Act, as amended, will in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger. Under penalties of law, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is correct and complete.

sign here

City of Wayne by *Betty G. M. Seuss*
Signature of Person Claiming Exemption

08/18/2023
Date

For County Use Only

\$ _____
Tax Paid

Date Paid

County — White Copy Nebraska Department of Revenue — Green Copy Purchaser — Blue Copy Seller — Pink Copy

RESOLUTION NO. 2023-66

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR CONSTRUCTION MANAGEMENT SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 22-PW-008 (TRAIL EXPANSION PROJECT - GREENWOOD CEMETERY TO PHEASANT RUN ROAD).

WHEREAS, the City of Wayne wishes to enter into a Consultant Agreement with NNEDD for construction management services relating to Community Development Block Grant 22-PW-008; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Service/Consultant Agreement with NNEDD for construction management services relating to Community Development Block Grant 22-PW-008, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 5th day of September, 2023.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT

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

WITNESSES THAT:

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

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

WHEREAS, the Community, as part of its 2021 CDBG grant agreement with the Department, under contract number 22-PW-008, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City, for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

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

3. Consideration

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

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

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

4. Record Maintenance, Record Retention & Access to Records

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

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

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

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

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

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

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

7. **Changes, Amendments, Modifications**

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

8. **Personnel**

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance with Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's CDBG Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

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

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

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

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

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

19. Executive Order 11246, As Amended

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

20. Conflict of Interest (2CFR200.318)

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

21. Audits and Inspections

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

22. Hold Harmless

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

23. Governing Law

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

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

ATTACHMENT #1

SCOPE OF WORK AND FEES for \$8,000, Nebraska consisting of two pages.

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

CITY OF WAYNE

306 PEARL STREET, WAYNE, NE 68787

BY _____

TITLE _____

DATE _____

CONSULTANT

111 South 1st Street Norfolk, NE 68701

BY _____

TITLE Executive Director _____

DATE _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1

CONSTRUCTION MANAGEMENT SCOPE OF WORK

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

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

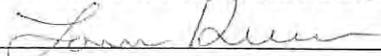


NENEDD

Northeast Nebraska Economic Development District

EXHIBIT #1

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

BY: 

TITLE Board Chairman

DATE December 16, 2020

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

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

www.nenedd.org



equal housing opportunity