

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
May 21, 2024**

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 – April 30, 2024, and May 7, 2024](#)
4. [Approval of Claims](#)
5. [Action to appoint Phil Monahan as Fire Chief](#)
6. [Action on the request of Rainbow World to extend their LB840 Balloon Payment \(\\$38,500\) which is due in June — Liesel Powicki, Board President, Rainbow World](#)

**Background:** Liesel Powicki, Board President of Rainbow World, will be present asking for Council consideration to approving their request to extend their LB840 balloon payment of \$38,500 for another 10 years at 0% interest at their current monthly payment amount.

7. [Action on Chang Order No. 3 in the amount of -\\$3,992.00 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project” — Matthew Smith, Olsson](#)

**Background:** This Change Order is a decrease of \$3,992.00 for quantity adjustments for seeding and meter credits.

8. [Action on Certificate of Payment No. 6 in the amount of \\$40,539.11 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project” — Matthew Smith, Olsson](#)

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

9. [Public Hearing: To consider the Planning Commission’s recommendation in regard to amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne. The applicants, Jason and Cristy Jorgensen, wish to modify Lot 25, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne](#)

**County, Nebraska, from commercial to multi-family residential to match the adjacent area. (Advertised Time: 5:30 p.m.)**

**Background:** The Planning Commission held a public hearing on May 6, 2024, to consider amending the Future Land Use Map of the Comprehensive Plan from commercial to multi-family residential to match the adjacent area, more specifically Lot 25, Benscoter Addition Planned Unit Development Replat 2, with the “Finding of Fact” being staff’s recommendation. The applicants for this request are Jason and Cristy Jorgensen who have purchased Lot 25, Benscoter Addition Planned Unit Development Replat 2.

10. **Ordinance 2024-8: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne**
  
11. **Public Hearing:** To consider the Planning Commission’s recommendation in regard to a request to rezone from B-1 Highway Business to R-4 Residential District. The applicants, Jason and Cristy Jorgensen, want to construct a house with a large garage at 916 Jaxon Street. The address is more specifically described as Lot 25, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne County, Nebraska. (Advertised Time: 5:30 p.m.)

**Background:** Jason and Cristy Jorgensen who have purchased Lot 25, Benscoter Addition Planned Unit Development Replat 2 (916 Jaxon Street) would like to build a shop with living quarters on that property. However, the property needs to be rezoned from B-1 Highway Business District to R-4 Residential District to do so. The Planning Commission held a public hearing on this matter on May 6, 2024, and recommended approval thereof, with the “Finding of Fact” being staff’s recommendation.”

12. **Ordinance: 2024-9: Amending the zoning map and changing the zoning of Lot 25, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne County, Nebraska, from B-1 Highway Business District to R-4 Residential District**
  
13. Committee update on the Community Activity Center Relocation Project
  
14. **Resolution 2024-23: Approving City Administrator Contract**
  
15. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
April 30, 2024**

The Wayne City Council met in special session at the Wayne Fire Hall on Tuesday, April 30, 2024, at 5:30 o'clock P.M.

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

Notice of the convening meeting was given in advance thereof by posting in three places. 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 in the northwest corner of the Fire Hall, 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.

**RETREAT TOPICS:**

- Update on Electric System Improvement Projects
- Update on City Owned Properties:
  - Riley's
  - Ameritas Parking Lot
  - Former Randy Pick property - 111 Fairgrounds Avenue
  - Former Brent Pick property - 400 Chicago Street
- Update on CRA owned Properties:
  - 2<sup>nd</sup> and Logan/Nebraska Streets
  - 721 and 717 Main Street
  - 106 E 7<sup>th</sup> Street
  - 13<sup>th</sup> and Main Street - Old Armory Site

- Lot 56, Amended Plat Western Ridge II Addition
- Update on City Projects
  - Community Activity Center
  - Prairie Park
  - Financing
    - Sales Tax
    - \$10M Bond
- Long-Term Planning
  - Plans for old City Hall
  - Auditorium – apartment

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:47 p.m.

**MINUTES**  
**CITY COUNCIL MEETING**  
**May 7, 2024**

The Wayne City Council met in regular session at City Hall on May 7, 2024, 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 Austyn Houser, Terri Buck, Nick Muir, Clayton Bratcher, Jason Karsky, Matt Eischeid and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Councilmember Brittany Webber.

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 Buck made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of April 16, 2024, 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 Webber who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**APPROVED 4/2/24:** OTTE CONSTRUCTION, SE, 183459.00; PENRO CONSTRUCTION, SE, 89221.70  
**VARIOUS FUNDS:** ACES, SE, 1127.56; ADVANCED ENGINEERED PUMP, SU, 817.12; AMERITAS, SE, 112.75; AMERITAS, SE, 72.00; AMERITAS, SE, 3696.74; AMERITAS, SE, 184.72; AMERITAS, SE, 35.00; APPEARA, SE, 52.80; APPEARA, SE, 52.80; APPEARA, SE, 63.46; AVILA, FATIMA, RE, 150.00; BEIERMANN ELECTRIC, SE, 541.58; BINSWANGER GLASS, SU, 1364.82; BLACK HILLS ENERGY,

SE, 2056.94; BLUE CROSS BLUE SHIELD, SE, 47803.60; BOMGAARS, SU, 139.99; BOMGAARS, SU, 1409.30; BORDER STATES INDUSTRIES, SU, 817.59; BORDER STATES INDUSTRIES, SU, 117.16; BSN SPORTS, SU, 858.96; CARLSON WEST POVONDRA ARCHITECTS, SE, 29377.85; CASEY ELECTRIC, SE, 114.58; CENTER POINT LARGE PRINT, SU, 242.80; CIRBA SOLUTIONS SERVICES, SU, 108.95; CITY EMPLOYEE, RE, 251.45; CITY EMPLOYEE, RE, 28.91; CITY EMPLOYEE, RE, 175.00; CITY EMPLOYEE, RE, 731.33; HENSCHKE, DEVAN, RE, 250.00; CITY EMPLOYEE, RE, 1268.48; CITY EMPLOYEE, RE, 904.43; CITY EMPLOYEE, RE, 80.66; CITY EMPLOYEE, RE, 485.29; CITY EMPLOYEE, RE, 1086.06; CITY OF WAYNE, SE, 250000.00; CITY OF WAYNE, PY, 117509.90; CITY OF WAYNE, RE, 1181.21; DARLAND CONSTRUCTION, RE, 1000.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEARBORN LIFE INSURANCE COMPANY, SE, 92.86; DECENT DISCOURSE PRESS, SE, 750.00; DGR & ASSOCIATES, SE, 1272.00; DOOSAN BOBCAT NORTH AMERICA, SU, 6192.44; DUTTON-LAINSON COMPANY, SU, 4761.40; EAKES OFFICE PLUS, SE, 55.00; ECHO GROUP, SU, 3423.41; ED M. FELD EQUIPMENT, SU, 555.00; ELLIS HOME SERVICES, SE, 292.04; FASTWYRE BROADBAND, SE, 1640.86; FIRST CONCORD GROUP, SE, 4499.72; FLOOR MAINTENANCE, SU, 624.78; FLOOR MAINTENANCE, SU, 293.93; GALE/CENGAGE LEARNING, SU, 79.92; GEOCOMM, SE, 2423.00; GERHOLD CONCRETE, SU, 220.00; GERHOLD CONCRETE, SU, 2091.14; GROSSENBURG IMPLEMENT, SU, 88.19; GROSSENBURG IMPLEMENT, SU, 78.58; HAWKINS, SU, 2767.69; HELENA AGRI-ENTERPRISES, SU, 85.00; HILAND DAIRY, SE, 140.75; HILAND DAIRY, SE, 124.71; HOLIDAY INN OF KEARNEY, SE, 214.00; HOMETOWN LEASING, SE, -284.32; HOMETOWN LEASING, SE, 180.82; HUBER TECHNOLOGY, SU, 6396.72; HYDRAULIC EQUIPMENT, SU, 3447.56; ICMA, SE, 651.40; ICMA, SE, 75.00; ICMA, SE, 201.68; ICMA, SE, 9856.99; ICMA, SE, 138.72; ICMA, SE, 1229.22; ICMA, SE, 150.67; ICMA, SE, 523.20; ICMA, SE, 130.76; ICMA, SE, 596.51; ICMA, SE, 72.03; ICMA, SE, 72.03; ICMA, SE, 39.80; IRS, TX, 4506.76; IRS, TX, 19270.26; IRS, TX, 12329.11; IRS, TX, 12.96; IRS, TX, 3.02; J & Jr. CONSTRUCTION, SE, 4350.00; JEO CONSULTING GROUP, SE, 5940.31; JOHN'S WELDING AND TOOL, SU, 74.00; KELLY SUPPLY COMPANY, SU, 82.08; LAQUINTA INNS & SUITES, SE, 689.70; MAAS, COURTNEY, RE, 20.43; MADISON CO COURT, RE, 470.00; MARCO TECHNOLOGIES, SE, 180.50; MASON, ABIGAIL, SU, 125.00; MICRO FOCUS (US) INC-OPEN TEXT, SE, -3,306.43; MICRO FOCUS (US), SE, 3306.43; MILLER LAW, SE, 6250.00; MILLER, GRANT, RE, 250.00; MUNICIPAL SUPPLY, SU, 617.74; MURPHY TRACTOR & EQUIPMENT, SE, 879.35; MUTUAL OF OMAHA, SE, 369.00; NE DEPT OF REVENUE, TX, 5896.67; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 108.00; NEBRASKA GENERATOR SERVICE, SE, 1888.02; NLA, FE, 20.00; NMPP ENERGY, SE, 500.00; NNEDD, SE, 892.50; NNEDD, SE, 7944.09; NORTHEAST POWER, SE, 29233.54; OLSSON, SE, 15900.00; O'REILLY AUTOMOTIVE STORES, SU, 11.07; PLUMBING & HEATING WHOLESALE, SU, 315.96; POSTMASTER, SU, 1116.66; PREMIER BIOTECH, SE, 216.54; QUADIENT FINANCE USA, SU, 1000.00; R PERRY CONSTRUCTION, RE, 1000.00; REYES, ALMA, RE, 150.00; RIEKES EQUIPMENT, SE, 874.60; SEVERSON, ADAM, RE, 1000.00; STADIUM SPORTING GOODS, SU, 98.00; STAPLES, SU, 90.85; STAPLES, SU, 72.37; STATE NEBRASKA BANK & TRUST, RE, 53858.75; THREE RIVERS LIBRARY SYSTEM, FE, 5.00; TOM'S BODY & PAINT SHOP, SE, 254.00; TOTAL GRAPHICS, SU, 997.50; TYLER TECHNOLOGIES, SE, 4858.33; UTILITY EQUIPMENT, SE, 6103.24; VAN DIEST SUPPLY, SU, 1269.00; VESSCO, SU, 2799.62; VICTOR & JANET KNIESCHE CONSERVATORSHIP, RE, 2880.00; VOLCO COMPANY, SU, 4652.96; WAYNE AMERICA, SU, 40.00; WAYNE COUNTY COURT, RE, 141.95; WAYNE HIGH SCHOOL, RE, 2491.25; WAYNE STATER, SE, 100.00; WESCO, SU, 1861.80; WESCO, SU, 2116.46; WESCO, SU, 2054.40; WILLIAMS, PAULA, RE, 150.00; WISNER WEST, SU, 142.65; ZACH HEATING & COOLING, SU, 9091.00; ZOUCHA, GAVIN, RE, 150.00; AMERITAS, SE, 109.51; AMERITAS, SE, 186.92; AMERITAS, SE, 35.00; AMERITAS, SE, 72.00; AMERITAS, SE, 3551.52; CITY EMPLOYEE, RE, 275.00; CITY EMPLOYEE, RE, 245.71; CITY EMPLOYEE, RE, 25.00; CITY EMPLOYEE, RE, 27.02; CITY OF NORFOLK, SE, 149.12; CITY OF WAYNE, RE, 625000.00; CITY OF WAYNE, PY, 120120.05; CITY OF WAYNE, PY, 7165.34; CITY OF WAYNE, RE, 2354.79; DEARBORN LIFE INSURANCE COMPANY, SE, 3250.31; GLOBAL PAYMENTS INTEGRATED, SE, 934.18; GREVE, RODNEY, RE, 150.00; ICMA, SE, 39.80; ICMA, SE, 201.68; ICMA, SE, 72.03; ICMA, SE, 596.51; ICMA, SE, 150.67; ICMA, SE, 75.00; ICMA, SE, 138.72;

ICMA, SE, 72.03; ICMA, SE, 130.76; ICMA, SE, 523.20; ICMA, SE, 9867.97; ICMA, SE, 2229.22; IRS, TX, 3774.62; IRS, TX, 1488.00; IRS, TX, 4606.32; IRS, TX, 12319.58; IRS, TX, 19696.06; IRS, TX, 348.00; J & Jr. CONSTRUCTION, RE, 1000.00; JENKINS, MARY, RE, 150.00; LUTT OIL, SU, 6828.77; MAAS, COURTNEY, RE, 8.78; MARCO, SE, 175.92; MARRIOTT HOTELS, SE, 238.00; MERCHANT SERVICES, SE, 1315.06; MERCHANT SERVICES, SE, 5591.55; MERCHANT SERVICES, SE, 115.13; NDEE-FISCAL SERVICES, FE, 990.00; NE DEPT OF REVENUE, TX, 5944.00; NE DEPT OF REVENUE, TX, 142.04; OPTK NETWORKS, SE, 408.54; PETERS, TRICIA, RE, 500.00; PLUNKETT'S PEST CONTROL, SE, 311.99; PLUNKETT'S PEST CONTROL, SE, 109.36; PLUNKETT'S PEST CONTROL, SE, 1007.65; STATE NEBRASKA BANK & TRUST, SE, 65.12; STATE NEBRASKA BANK-PETTY CASH, RE, 107.40; WAYNE COUNTY COURT, RE, 141.95

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

Mayor Giese requested Council consideration to approving the mayoral appointment of Andrea Henderson to replace Nick Hawthorne on the Wayne Airport Authority Board.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the mayoral appointment of Andrea Henderson to replace Nick Hawthorne on the Wayne Airport Authority Board. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Mayor Giese requested Council consideration to approving the mayoral appointments of Tate Nelson, Mike Kaup, Lucas Thompson, Jill Brodersen, Dave Hix, Bob McBride and Don Buryanek to the Board of Appeal.

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, approving the mayoral appointments of Tate Nelson, Mike Kaup, Lucas Thompson, Jill Brodersen, Dave Hix, Bob McBride and Don Buryanek to the Board of Appeal. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent and Councilmember Brodersen who abstained, the Mayor declared the motion carried.

University of Nebraska Lincoln students gave a presentation on a project they have been working on: "Electric Vehicle Transition for Wayne's Public Transit System."

Bob Soukup, representing Carlson West Povondra Architects, advised the Council that two bids were received on May 1, 2024. He has reviewed the same, and is recommending that the project be awarded to the low bidder, Otte Construction Co., LLC, for \$1,437,065 (base bid) with an alternate for \$37,580. The engineer's estimate on this project was \$1,309,825. The other bid was from Huff Construction Nebraska, LLC, for \$1,544,000 (base bid) with an alternate of \$55,000.

Discussion took place on what could be taken out or changed to get the low bid closer to the engineer's estimate. Examples given were: insulation, painting the structural steel, alternate.

Keith Moje, representing Otte Construction Company, agreed to the suggestion of "value engineering" and working with Lowell Heggemeyer, Parks and Recreation Director, to get some of the costs down.

Councilmember Brodersen introduced Resolution No. 2024-22 and moved for its approval; Councilmember Eischeid seconded.

#### RESOLUTION NO. 2024-22

A RESOLUTION ACCEPTING BID AND AWARDED CONTRACT ON THE "WAYNE PARKS & REC MAINTENANCE BUILDING PROJECT" — OTTE CONSTRUCTION CO., LLC - BASE BID OF \$1,437,065, WITH VALUE ENGINEERING BEING USED TO REDUCE SOME OF THE COSTS.

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

Bob Soukup, representing Carlson West Povondra Architects, presented Application and Certificate of Payment No. 6 from Otte Construction Co., LLC, in the amount of \$364,453.00 for the "Wayne City Hall and Police Relocation Project." He also updated the Council on the progress of the project.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving Application and Certificate of Payment No. 6 in the amount of \$364,453.00 to Otte Construction Co., LLC, for the "Wayne City Hall and Police Relocation Project." Mayor Giese stated the motion, and

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

Christian Legler, President of the Wayne Rotary Club, and Bob Ensz presented Mayor Giese with a ceremonial check in the amount of \$4,300 for the purchase and installation of the cornhole and ladder toss games at Freedom Park. The Wayne Rotary Club was awarded a Rotary District Grant in the amount of \$4,300 to purchase the same.

Susan Boust, representing the National Alliance on Mental Illness, was present requesting Council consideration to waiving the rental fee for the Freedom Park Shelter House on May 17, 2024, for the "National Alliance on Mental Illness Nebraska" (NAMI Northeast Affiliate) event: The Annual Pony Express Ride for Children's Mental Illness/Health.

After some discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Houser, to approve the request of Susan Boust, representing the National Alliance on Mental Illness, to waive the rental fee for the Freedom Park Shelter House on May 17, 2024, for the "National Alliance on Mental Illness Nebraska" (NAMI Northeast Affiliate) event: The Annual Pony Express Ride for Children's Mental Health, with a refundable deposit. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Attorney Miller left the meeting at 6:25 p.m.

Administrator Blecke advised the Council that the Community Redevelopment Authority approved an offer for Tom and Jennifer Sievers to purchase the "alumni" house at 401 Chicago Street. One of the contingencies for the Sievers to close on the property is for the Council to waive the requirement to put in a sidewalk on their property and to delay this until the surrounding area(s) develop.

Tom Sievers was present to answer questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, to approve the request of Tom and Jennifer Sievers to waive the requirement to put in a sidewalk on their property (401 Chicago Street) and to delay the same until the surrounding area develops to the east. Mayor

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

Luke Virgil, Director of Wayne Area Economic Development, was present representing the LB840 Revolving Loan Fund Review Committee. He stated this Committee met on May 2, 2024, to review the revolving loan fund application of Chris and Jaclyn Beach, d/b/a "HIS Baking Co., LLC," to the Wayne Economic Development Program for \$149,943.50 in LB840 funds. They intend to use said funds to purchase the property located at 309 Main Street and operate and expand the bakery business. The Committee voted unanimously to recommend the following terms for a loan to Chris and Jaclyn Beach, d/b/a "HIS Baking Co., LLC.":

- Approval of the loan request for \$134,949 (reflects \$1,000 earnest deposit and 10% equity requirement related to total project cost);
- A loan repayment period of 10 years; and
- An interest rate to be set at one-half the rate set by the primary lender (Primary Lender Rate - EVB&T, Wayne, NE: 8.15% fixed for 5 years; WEDP Rate: 4.075% fixed).

Chris and Jaclyn Beach were present to answer questions. They requested Council consider extending the repayment period to 20 years instead of 10 years.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$134,949 revolving loan fund loan to Chris and Jaclyn Beach, d/b/a "HIS Baking Co., LLC," (reflects \$1,000 earnest deposit and 10% equity requirement related to total project cost), with the following changes:

- A loan repayment period of 15 years; and
- An interest rate of 2.5% fixed.

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

Luke Virgil, Director of Wayne Area Economic Development, was present representing the LB840 Revolving Loan Fund Review Committee. He stated this Committee met on May 2, 2024, to review the revolving loan fund application of Darin and Jessi Jensen, d/b/a "Wildcat Lanes, LLC," to the Wayne

Economic Development Program for \$180,000.00 in LB840 funds. They intend to use said funds for business start-up costs, such as purchasing the building/property, as well as renovations. The Committee voted unanimously to recommend the following terms for a loan to Darin and Jessi Jensen, d/b/a "Wildcat Lanes, LLC:"

- Approval of the loan request for \$180,000 (1<sup>st</sup> lien position based on WEDP being largest lender);
- A loan repayment period of 10 years; and
- An interest rate to be set at one-half the rate set by the primary lender (Primary Lender Rate - SNB&T, Wayne, NE: 7.25% fixed for 5 years; WEDP Rate: 3.625% fixed).

Darin and Jessi Jensen were present to answer questions. They requested Council consider reducing the interest rate to 1.8%.

After discussion, Councilmember Houser made a motion, which was seconded by Councilmember Karsky, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$180,000 revolving loan fund loan to Darin and Jessi Jensen, d/b/a "Wildcat Lanes, LLC," (1<sup>st</sup> lien position based on WEDP being largest lender), with the following changes:

- A loan repayment period of 10 years; and
- An interest rate of 1% fixed.

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

Councilmember Eischeid introduced Ordinance No. 2024-5 and moved for approval of the third and final reading thereof; Councilmember Buck seconded.

#### ORDINANCE NO. 2024-5

AN ORDINANCE APPROVING VACATION OF A PORTION OF WALNUT STREET LOCATED WITHIN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THAT PORTION OF WALNUT STREET LYING BETWEEN THE NORTH LINE OF HILLCREST ROAD AND EXTENDING NORTH TO THE SOUTH LINE OF 14<sup>TH</sup> STREET.

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

Councilmember Eischeid introduced Ordinance No. 2024-6 and moved for approval of the third and final reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2024-6

AN ORDINANCE APPROVING TRANSFER OF OWNERSHIP OF WATER LINE LOCATED ALONG PREVIOUSLY VACATED 12<sup>TH</sup> STREET, COMMENCING ON THE EAST SIDE OF MAIN STREET (HWY 15), AND CONTINUING EAST, THROUGH WAYNE STATE COLLEGE (WSC) CAMPUS, TO THE WATER VALVES LOCATED IN WHAT IS COMMONLY KNOWN AS LOT 4 OF WSC, LEGALLY DESCRIBED AS LOTS 2-23, CRESTVIEW ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA (LOT 10 OF WSC), SUBJECT TO WSC RELOCATING METERS AT THE EAST AND WEST BOUNDARY OF SAID TRANSFERRED WATER LINE, AT THE POINT OF CONNECTION TO THE CITY'S WATER LINE.

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

Justin and Allison Davis have purchased two lots in the Vintage Hill 3<sup>rd</sup> Addition subdivision. They would like to eliminate the 14' utility easement between the two lots so they can build over that lot line. City staff has confirmed that there are no existing utilities in this easement.

Councilmember Brodersen introduced Ordinance No. 2024-7, and moved for approval thereof; Councilmember Muir seconded.

ORDINANCE NO. 2024-7

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE 14 FOOT UTILITY EASEMENT LOCATED BETWEEN LOTS 5 AND 6, BLOCK 6, VINTAGE HILL 3<sup>RD</sup> ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, EXCLUDING THE REAR 7 FEET OF SAID EASEMENT.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, 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 Webber who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, to move for final approval of Ordinance No. 2024-7. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

BJ Woehler, representing Robert Woehler & Sons Construction, Inc., was present requesting Council consideration to waiving the moving permit fees for a 10'x12' shed – specifically the need for a certified engineer's statement per Wayne Municipal Code Sec. 150.03 Moving Buildings.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to approve the request of BJ Woehler, on behalf of Robert Woehler & Sons Construction, Inc., to waive the requirement for a certified engineer's statement per Wayne Municipal Code Sec. 150.03 Moving Buildings. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Administrator Blecke updated the Council on the Community Activity Center Relocation Project.

Mayor Giese reminded Council that if they would like to take a tour of the new City Hall building, they can do so at 11:00 a.m. tomorrow, Wednesday, May 8<sup>th</sup>.

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, to enter into executive/closed session to conduct the City Administrator's evaluation, with the purpose being to prevent the needless injury to the reputation of the City Administrator, and to allow City Clerk McGuire to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried, and executive session began at 7:11 p.m.

Mayor Giese again stated the matter to be discussed in executive/closed session relates to the evaluation of the City Administrator.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to resume open session. Mayor Giese stated the motion, and the result of roll call being all

Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried, and open session resumed at 7:22 p.m.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:22 p.m.

**Otte Construction Council Approved 5/7/24****City Hall/Police Relocation****\$364,453.00**

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
ACE HARDWARE & HOME	POTTING SOIL/TOOLS/SHELVING UNIT/TABLE	1,162.51
APPEARA	LINEN & MAT SERVICE	196.32
BAKER & TAYLOR BOOKS	BOOKS	932.18
BARCO MUN PRODUCTS INC	SIGNS/POSTS	3,408.00
BEBEE, TIMOTHY J. & LESLIE A.	TIF PRINCIPAL & INTEREST	3,076.61
BENSCOTER INC	TIF PRINCIPAL & INTEREST	5,358.46
BENSCOTER, LOUIS	TIF PRINCIPAL & INTEREST	9,735.48
BORDER STATES INDUSTRIES, INC	ENCLOSURE/GLOVES/TAPE	1,850.57
CAMPOS, ANNA	INTERPRETER SERVICES	68.75
CARHART LUMBER COMPANY	BULBS/SHELVING/OSB/BATTERIES	180.29
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	217.90
CITIZENS STATE BANK	TIF INTEREST	10,234.08
CITIZENS STATE BANK	TIF PRINCIPAL & INTEREST	14,424.59
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,269.43
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	266.20
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	361.85
CITY OF WAYNE	UTILITY REFUNDS	1,640.01
COPY WRITE PUBLISHING	PROMOTIONAL FOLDERS/SHIPPING CHARGES	2,922.19
COUNTRY NURSERY INC	TREES/DOWNTOWN FLOWER POTS	16,950.00
CROFTON COMMUNITY SCHOOLS	AUDITORIUM DEPOSIT REFUND	200.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	69.73
DUTTON-LAINSON COMPANY	ELECTRIC METERS	683.62
EAKES OFFICE PLUS	EGOLD FAX PORTING FEE	40.49
ECHO GROUP INC JESCO	ADAPTER BUSHING	202.65
EGAN SUPPLY CO	FLOOR MARKERS	28.26
ERWIN, PEG	FREEDOM PARK DEPOSIT REFUND	150.00
FAITH REGIONAL PHYSICIAN SERV.	EMPLOYMENT TESTING	30.00
FEHRINGER, MICHAEL	FREEDOM PARK DEPOSIT REFUND	150.00
FIREMAN	FIRE INVESTIGATION CLASS-PER DIEM	100.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	225.31
FRIDERS, AUSTIN	FIRE INVESTIGATION CLASS-PER DIEM	157.61
GERHOLD CONCRETE CO INC.	DOG PARK CONCRETE	211.50
GIESE, BRECK	TIF PRINCIPAL & INTEREST	3,799.49
GRAINLAND ESTATES LLC	TIF PRINCIPAL	7,055.24
GROSSENBURG IMPLEMENT INC	BATTERY/BLADE/ROD/PIN/FASTENERS	650.96
HAWKINS, INC	POOL CHEMICALS	3,265.47
HEARTLAND FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTIONS	643.55
HELENA AGRI-ENTERPRISES, LLC	CRABGRASS FERTILIZER	1,800.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	258.10
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	165.63
HOMETOWN LEASING	COPIER LEASES	275.96

Vendor	Payable Description	Payment Total
HUBER TECHNOLOGY INC	SOLINOID VALVE	494.30
HYDRO OPTIMIZATION	WASTE/WATER RADIO REPLACEMENTS	17,900.00
ISLAND SPRINKLER SUPPLY CO	COVER/O'RING/RELIEF KIT	446.72
ITRON	HARDWARE/SOFTWARE MAINTENANCE FEES	1,218.00
J.E. MEURET GRAIN CO	TIF PRINCIPAL & INTEREST	3,799.49
JACK'S UNIFORMS	POLICE UNIFORM SHIRTS	140.90
JORGENSEN, KEN	TIF PRINCIPAL & INTEREST	3,738.33
JURGENSMEIER, TARA	AUDITORIUM DEPOSIT REFUND	250.00
KTCH AM/FM RADIO	GREEN TEAM MOVIE/CHAMBER COFFEE/SUMMER SIGN UP	1,368.00
L.G. EVERIST	CRUSHED QUARTZITE	2,935.10
LAQUINTA INNS & SUITES	LODGING-FIRE STATION TRAINING	273.60
LEAGUE OF NEBRASKA MUNICIPALITIES	FINANCE CONFERENCE REGISTRATION	505.00
MATTEO SAND AND GRAVEL CO., INC.	FILL SAND	488.10
MICHAEL TODD INDUSTRIAL SUPPLY	SIGNS	909.88
MIDWEST ALARM SERVICES	FIRE ALARM MONITORING	823.59
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	224.57
MIDWEST SERVICE & SALES	ICE BLADE	423.00
MUNICIPAL SUPPLY INC	WATER METERS/RESTRAINT PVC CABLE GLAND	6,584.82
MZRBL LLC	TIF PRINCIPAL & INTEREST	3,870.52
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	8,827.44
NMPP ENERGY	EIA REPORTS	2,040.00
NORTHEAST NE ECONOMIC DEV DIST	21-PW-022 NOV 23-JAN 24. 21-PW-032 MAR 24	895.50
NORTHEAST NE INS AGENCY INC	LIABILITY/WORK COMP AUDIT	23,304.00
NORTHEAST POWER	ELECTRICITY	5,083.00
ODEYS INC	BASE ANCHOR/MARKING MACHINE	401.42
OLSSON	LOGAN CREEK WATERSHED MAPPING/FAIRGROUNDS REC	14,549.95
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	107.98
O'REILLY AUTOMOTIVE STORES, INC.	AIR & OIL FILTERS/CAR WASH CONCENTRATE/SEAL REPAIR	54.03
OTTE CONSTRUCTION COMPANY	CITY HALL/ POLICE RELOCATION	364,453.00
OVERDRIVE, INC.	AUDIO/E BOOKS	1,291.05
OVERHEAD DOOR	DOOR SPRING REWOUND/REPAIRS	1,054.00
PAC N SAVE	POLICE UNIFORM CLEANING	79.38
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,217.19
PEPSI COLA OF SIOUXLAND INC	CAC POP	75.95
PETERSON, CARTER	TIF PRINCIPAL & INTEREST	1,398.46
PREMIER BIOTECH, INC	RANDOM TESTING	72.18
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	1,588.09
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	5,126.36
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	4,492.20
QUALITY FOOD CENTER	COUNCIL RETREAT DRINKS/COFFEE	40.23
REEG, BETTY S. Revocable Trust	TIF PRINCIPAL & INTEREST	2,796.92
REYES, ALMA	AUDITORIUM DEPOSIT REFUND	50.00
RODRIGUEZ, NANCY	INTERPRETER	96.25
RR DONNELLEY	GUN CERTIFICATES	59.92
SEBADE HOUSING LLC	TIF PRINCIPAL & INTEREST	5,056.63
SERVICE TECH OF CENTRAL IOWA, INC	FIRE HYDRANT PARTS	4,331.39

Vendor	Payable Description	Payment Total
SIGNS BY TOMORROW	DECALS	1,374.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	249.18
STADIUM SPORTING GOODS	CAC STAFF SHIRTS/EMBROIDERY	420.00
STAN HOUSTON EQUIPMENT CO	LASER LEVEL	885.00
STAPLES, INC	OFFICE SUPPLIES	146.46
SURBER, MARY	AUDITORIUM DEPOSIT REFUND	200.00
T & S TRUCKING	TRANSPORT ROCK	923.78
THRASHER	BUILDING PERMIT DEPOSIT REFUND	500.00
TOMPKINS, RODNEY R. Irrevocable Trust	TIF PRINCIPAL & INTEREST	2,796.91
TOTAL GRAPHICS	RUN CLUB SHIRTS	1,455.00
US BANK	BACKBOARD KITS/SOLINOID/POOL CHAIRS/PROMO ITEMS	16,114.76
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,669.73
VAVRICKA, GLORIA	BUILDING PERMIT DEPOSIT REFUND	500.00
VERMEER EQUIPMENT OF NEBRASKA	WATER WAGON/TRAILER/ TOOL RACK/T HANDLE	69,964.29
WAGNER, JADIN	CAC MEMBERSHIP OVERPAYMENT	96.67
WASTE CONNECTIONS	SANITATION BILLING	11.50
WAYNE AUTO PARTS	OIL SEAL/ROTOR DISC/BATTERY BOX	325.12
WAYNE COUNTY AG	2024 WAYNE AMERICA -FAIR MARKETING PACKAGE	1,500.00
WAYNE COUNTY COURT	BOND	300.00
WAYNE HERALD	CAC ADS	474.00
WAYNE HERALD	GREEN TEAM ADS	380.00
WAYNE HERALD	ADS AND NOTICES	2,361.04
WAYNE HOSPITALITY	TIF PRINCIPAL	21,446.84
WAYNE RENTALS	TIF INTEREST	1,478.34
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	42.00
WESCO DISTRIBUTION INC	BOX PADS/CONNECTORS/FUSES/MARKING TAGS	2,347.01
WESTERN AREA POWER ADMIN	ELECTRICITY	22,440.13
WINDOM RIDGE	TIF PRINCIPAL	4,261.17
WISNER WEST	FD GASOLINE	40.16
	<b>Grand Total:</b>	<b>747,058.32</b>



Rainbow World  
Preschool and Child Development Center  
402-375-3200

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**Re: Outstanding balloon payment due June 2024**

5/5/24

Dear City Council Members,

I am writing on behalf of the LB840 loan Rainbow World was granted ten years ago. The required monthly payments have consistently been paid over ten years to dissolve half the original loan amount. The remainder balloon payment of \$38,500 is now due in June; we are unable to pay this in full.

**Child Care Crisis:** While we continue to raise the tuition rates to become more competitive with area centers and to encourage parents to share in an understanding of the importance of child care workers, we are keenly aware of the crisis in child care today. Providing affordable, quality child care is necessary for a thriving workforce. When child care costs rise, it is a hardship for many of our families, yet child care workers are some of the lowest paid. We worry as we watch centers close due to loss of funding and an inability to meet payroll. As we look at our Rainbow World yearly budget, our payroll makes up approximately 80% of our income, despite many of our child care workers making minimum wage.

**Background:** Rainbow World is the largest child care facility in Wayne, serving approximately 130 children, birth-12 years old, through our childcare services and after school program. We employ 36-40 staff depending on the time of year. Over the last five years, the center has been hit by covid, the rising costs of food and maintenance, the retirement of a long time director and the turnover of three other directors. These challenges have placed Rainbow World in a difficult economic position. The most recent 15% increases to minimum wage have been increasingly challenging to our financial situation as well.

**Future Goals:** Although Rainbow World is unable to pay the loan in full at this time, we are actively working towards a better financial picture. Through raising rates, hiring a new director, effectively staffing the center and applying for grants, we are striving to improve our economic position as we understand its dire importance to the community. We have recently completed a remodel of the basement for our after school and summer camp program through grants and community support and look forward to more opportunities to improve our facilities through such partnerships.

We feel it in our best interest to ask for an extension of our current loan at this time. One option I present, is to continue our current payments at 0% allowing us to pay the remaining loan balance in 10 years. A more aggressive approach we could consider, if required, would be to double our current payment at the 0% interest, allowing us to have the loan paid off in 5 years. We look forward to any other suggestions you may have. Thank you for your consideration.

Sincerely,

*Liesel Powicki*

Liesel Powicki

Board President, Rainbow World



Rainbow World  
Preschool and Child Development Center  
402-375-3200

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[Back to Top](#)**Betty McGuire - [External] Prairie Park PHS 2 Change Order & Pay Request**

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**From:** "Matthew M. Smith" <mmsmith@olsson.com>  
**To:** Betty McGuire <betty@cityofwayne.org>  
**Date:** 5/15/2024 11:49 AM  
**Subject:** [External] Prairie Park PHS 2 Change Order & Pay Request  
**Cc:** Wes Blecke <wblecke@cityofwayne.org>, Jordan Utesch <jutesch@olsson.com>  
**Attachments:** Wayne Prairie Park PR6.pdf; Wayne Prairie Park CO3.pdf

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Hi Betty,

Attached are two items for next week's agenda. Below are the summaries:

- Change Order #3 for Prairie Park PHS II (Penro) – Decrease of \$3,992
  - Seeding adjustment & meter credit
- Pay Request #6 Prairie Park PHS II (Penro) - \$40,539.11
  - Full payment for contract current contract

I plan on attending next week's meeting (4/21), but don't hesitate to reach out if there are any questions before then.

Thanks,  
Matthew  
**Matthew Smith, PE**  
Group Leader / Civil

D [402.241.6816](tel:402.241.6816)

C [402.380.0567](tel:402.380.0567)

1707 Dakota Avenue  
South Sioux City, NE 68776  
O [402.494.3059](tel:402.494.3059)



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**CHANGE ORDER NO.: 003**

Owner: City of Wayne  
Engineer: **Olsson**  
Contractor: Penro Construction Co., Inc.  
Project: Wayne Prairie Park Phase II Utilities  
Contract Wayne Fairground Recreational Development  
Date Issued: 5/21/2024

Owner's Project No.:  
Engineer's Project No.: **A22-02746**  
Contractor's Project No.:

Effective Date of Change Order: 5/21/2024

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

Description: **Quantity Adjustments**

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 716,931.00	Original Contract Times: Substantial Completion: 6/15/2024 Final Completion: 6/31/2024
<b>Increase</b> from previously approved Change Orders No. 1 & No. 2 \$ 26,401.21	<b>Increase</b> from previously approved Change Orders No. 0 to No. 1: Substantial Completion: _____ Final Completion: _____
Contract Price prior to this Change Order: \$ 743,332.21	Contract Times prior to this Change Order: Substantial Completion: _____ Final Completion: _____
<b>Decrease</b> this Change Order: \$ -3,992.00	<b>Increase</b> this Change Order: Substantial Completion: _____ Final Completion: _____
Contract Price incorporating this Change Order: \$ 739,340.21	Contract Times with all approved Change Orders: Substantial Completion: _____ Final Completion: _____

Recommended by Engineer (if required)  
By: Matthew Smith  
Title: Team Leader  
Date: 5/21/2024

Accepted by Contractor  
*Matthew Smith*  
President  
5-15-24

Authorized by Owner  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



CERTIFICATE OF PAYMENT: 6

Date of Issuance: 05/21/24

Project: Wayne Prairie Park Phase II Utilities



Project No.: A22-02746

Contractor: Penro Construction Co., Inc.

**DETAILED ESTIMATE**

Description	Unit Price	Extension
See Attached.		
<b>PLEASE REMIT PAYMENT TO: Penro Construction Co., Inc.</b>		

Value of Work Completed This Request: \$739,340.21

Original Contract Cost: \$716,931.00  
 Approved Change Orders:  
     No. 1 \$13,907.10  
     No. 2 \$12,494.11  
     No. 3 (\$3,992.00)

Total Contract Cost: \$739,340.21

Value of completed work and materials stored to date ..... \$739,340.21  
 Less retainage percentage 0% ..... \$0.00  
 Net amount due including this estimate ..... \$739,340.21  
 Less: Estimates previously approved:

No. 1 <u>\$114,027.84</u>	No. 3 <u>\$117,428.59</u>	No. 5 <u>\$89,221.70</u>
No. 2 <u>\$222,560.16</u>	No. 4 <u>\$155,562.81</u>	No. 6 <u>\$0.00</u>

Total Previous Estimates: \$698,801.10

**NET AMOUNT DUE THIS ESTIMATE: \$40,539.11**

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: - Owner  
Penro Construction Co., Inc.  
Project File

**OLSSON**

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



**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** May 7, 2024  
**TO:** Cale Giese, Mayor  
Wayne City Council  
**FROM:** Wayne Planning Commission  
Joel Hansen, Staff Liaison



At their meeting held on May 6, 2024, the Wayne Planning Commission made a recommendation on the following public hearings.

**Public Hearing: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne, Specifically Lot 25, Benscoter Addition Planned Unit Development Replat 2; Applicant: Jason and Cristy Jorgensen**

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 Spieker and seconded by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne, Wayne County Nebraska, from commercial to multi-family residential to match the adjacent area, more specifically Lot 25, Benscoter Addition Planned Unit Development Replat 2, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

**Public Hearing: Request to Rezone from B-1 Highway Business to R-4 Residential District; Applicant: Jason and Cristy Jorgensen**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Meisenbach and seconded by Commissioner Schultz to approve and forward a recommendation of approval to the City Council for the request to rezone from B-1 Highway Business to R-4 Residential District at 916 Jaxon Street, more specifically described as Lot 25, Benscoter Addition Planned Unit Development Replat 2 to the City of Wayne, Wayne County, Nebraska, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

JH:cb  
Attachment



**Legend**

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



**WAYNE**  
NEBRASKA

REQUEST FOR REZONING PROPERTY

Applicant Jason L & Cristy S Jorgensen Date 4-15-24

Address 916 Jaxon Street

Legal Description Lot 25, Benscoter Addition Planned Unit Development Replat

Rezoning Change From B1 To R4

Reason for Rezoning Wanting to build a shop with living quarters

*Parcel 2 to City of Wayne Wayne county Nebraska*

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 \_\_\_\_\_

Date Rezoning Request Approved/Denied by City Council \_\_\_\_\_

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



**ORDINANCE NO. 2024-8**

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

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

Section 1. On July 18, 2017, the City of Wayne adopted the "Comprehensive Plan" for the City of Wayne, Nebraska, and then approved the amendments thereto on May 19, 2020, January 5, 2021, March 15, 2022, June 20, 2023, and April 2, 2024.

Section 2. The Planning Commission, upon review of the "Future Land Use Map" of the Comprehensive Plan at their public hearing held on May 6, 2024, recommended approval of amendments thereto, based upon the following "Finding of Fact:"

➤ Staff's recommendation.

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

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

PASSED AND APPROVED this 21<sup>st</sup> day of May, 2024.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



**Legend**

- Addresses
- Future Land Use**
- Areas Targeted for Annexation
- Commercial
- Highway Corridor
- Industrial
- Mixed Use Residential/Commercial
- Mobile Home Residential
- Multifamily Residential
- Parks/Recreation
- Public/Quasi-Public
- Single Family Residential
- STREETS

**ORDINANCE NO. 2024-9**

**AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF LOT 25, BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2, TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM B-1 HIGHWAY BUSINESS DISTRICT TO R-4 RESIDENTIAL DISTRICT.**

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

Section 1. That the Planning Commission held a public hearing on May 6, 2024, regarding this rezoning request, and have recommended approval thereof, with the "Finding of Fact" being:

- Staff's recommendation.

Section 2. That the real estate area shown on the attached map be changed and rezoned from B-1 (Highway Business District) to R-4 (Residential District). The area being rezoned is legally described as:

Lot 25, Benscoter Addition Planned Unit Development Replat 2  
to the City of Wayne, Wayne County, Nebraska.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described or as recommended as now in an R-4 (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 21<sup>st</sup> day of May, 2024.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



**Legend**

- Addresses
- I-1
- I-2
- R-1
- R-2
- R-3
- R-4
- R-5
- STREETS

801

I-1

1001

**RESOLUTION NO. 2024-23**

**A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.**

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

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

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

PASSED AND APPROVED this 21<sup>st</sup> day of May, 2024.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**WAYNE CITY ADMINISTRATOR  
EMPLOYMENT AGREEMENT**

This agreement entered into this 21<sup>st</sup> day of May, 2024, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as “City,” and Wes Blecke, hereinafter referred to as “Employee.”

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

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

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

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

**SECTION I.  
DUTIES**

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

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

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

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

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

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

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

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

H. Serve as City’s purchasing agent.

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

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

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

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

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

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

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

**SECTION II.  
BASE SALARY**

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of ~~\$123,468.80~~. Said annual base salary shall be payable in equal installments at the same time as other employees of the City are paid. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately May/June of each year, or at such other times as the governing body shall deem necessary or advisable. Salary increases are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

**SECTION III.  
BENEFITS**

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

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

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

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

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

3.6. The Employee shall earn one hundred sixty (160) hours paid vacation leave and may carry over vacation leave up to a maximum of two hundred eighty (280) hours. At least once per year, the Employee shall take not less than forty (40) consecutive hours vacation.

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

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

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

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

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

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

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

**SECTION IV.  
HOURS OF WORK**

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

**SECTION V.  
TERM OF AGREEMENT**

5.1. The term of this agreement shall commence on the 1<sup>st</sup> day of June, 2024, and shall remain in effect through May 31, 2025, and may be terminated as provided herein. This agreement and any termination hereunder shall comply with all applicable Federal, State and local laws, codes and regulations, and rules. In the event this Agreement is not terminated as provided herein, the Agreement shall automatically renew for one (1) year from the expiration of this agreement (a "Renewal Term") and will automatically renew for successive Renewal Terms thereafter unless terminated as provided herein. This agreement shall supersede any previous or current employment agreement between Employee and City.

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

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

**SECTION VI.  
TERMINATION**

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

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

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

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

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

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

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

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

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

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

**SECTION VII.  
EMPLOYEE EVALUATION**

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

**SECTION VIII.  
INDEMNIFICATION**

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

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

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

Attest:

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

\_\_\_\_\_  
Employee