

AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
513 MAIN STREET
June 17, 2025

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 table in Council Chambers as well as on the City of Wayne website.

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

3. Approval of Minutes – June 3, 2025
4. Approval of Claims
5. Action on Application for Membership of Ethan McBride to the Wayne Volunteer Fire Department
6. Resolution 2025-36: Approving Agreement with Certified Testing Services, Inc., for testing services for the “7th Street Trail Project”
7. Resolution 2025-37: Authorizing the signing of 5311 Program Agreement
8. Resolution 2025-38: Amending Resolution 2024-73 Approving the specifications and authorizing the purchase of a 2025 Chevrolet Silverado 3500HD Flatbed Truck and related equipment from the Sid Dillon Fleet & Commercial Dealership through the State Bid Process for \$54,530.00

This amends a previous resolution due to a \$1,200.00 price increase on the flatbed. The State Bid on the truck chassis remains the same.

9. Ordinance 2025-9: Amending Title III Administration, Chapter 34 City Organizations Section 34.04 Recreation Leisure Services Commission (change to Parks and Rec Board) and Section 34.05 Advisory Audit Committee (change to Finance Committee) – Second Reading
10. Ordinance 2025-10: Establishing a franchise fee on natural gas companies operating in the City of Wayne, Nebraska

This is an ordinance provided by Black Hills. We established these fees back in 2014.

11. Ordinance 2025-11: Granting Black Hills Nebraska Gas, LLC d/b/a “Black Hills Energy,” a natural gas franchise and the authority to construct, operate, maintain, and extend natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Wayne, Nebraska

Background: The last time this franchise ordinance was approved was in 2000. It was for a 15-year term, with two additional 5-year extensions. The term of this franchise ordinance is 25 years. The same has been reviewed by the City Attorney.

12. Action on the Animal Permit Application of Joe and Lindsey Whitt who reside at 902 Nebraska Street to have 3 chickens (hens)

Background: Joe has visited with and letters have been sent to his adjoining neighbors to let them know this will be on the agenda. He advised staff he had contacted his neighbors, and they did not have any issues with him having 3 chickens.

13. Action to reappoint Mark Sorensen, Jason Schulz and Jessie Piper to the Planning Commission (3-year terms)
14. Action on the appointment of Councilmember Dorey to the “Facilities Committee”
15. Action on the appointment of Councilmember Webber to the Finance/Audit Committee
16. Update by Lowell Heggemeyer, Parks & Rec Superintendent, on Prairie Park and ball tournaments
17. Adjourn

**MINUTES
CITY COUNCIL MEETING
June 3, 2025**

The Wayne City Council met in regular session at City Hall on June 3, 2025, at 5:30 o'clock P.M.

Mayor Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Austyn Houser, Clayton Bratcher, Jason Karsky, Matt Eischeid and Dallas Dorey; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Councilmembers Parker Bolte, Dwaine Spieker and 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 Brodersen advised the public that a copy of the Open Meetings Act was located on the table in Council Chambers, as well as on the City of Wayne website and was available for public inspection. In addition, she advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual, and if such individual has not requested a public hearing.

Councilmember Houser made a motion, which was seconded by Councilmember Bratcher, to approve the minutes of the meeting of May 20, 2025, and to waive the reading thereof. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 1161.39; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 3654.30; APPEARA, SE, 119.43; BEIERMANN ELECTRIC, SE, 1481.59; BOMGAARS, SU, 2760.27; BORDER STATES INDUSTRIES, SU, 94.60; BSN SPORTS, SU, 83.40; BSN SPORTS, SU, 1009.94; CARHART LUMBER COMPANY, SU, 53.84; CENGAGE LEARNING, SU, 106.56; CITY EMPLOYEE,

RE, 150.00; CITY EMPLOYEE, RE, 119.95; CITY EMPLOYEE, RE, 77.78; CITY EMPLOYEE, RE, 150.05; CITY OF WAYNE, RE, 7647.42; COPY WRITE PUBLISHING, SE, 276.23; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DAVIS FORD, SE, 409.56; DEARBORN LIFE INSURANCE, SE, 82.56; EAKES OFFICE PLUS, SE, 185.87; ED M. FELD EQUIPMENT, SU, 984.64; ELLIS HOME SERVICES, SE, 480.56; ESRI, SE, 3200.00; FIREMAN'S ASSOCIATION, SU, 88.28; FLOOR MAINTENANCE, SU, 531.39; FLOOR MAINTENANCE, SU, 107.15; FRANCO, ELDA, RE, 50.00; FREDRICKSON OIL, SU, 819.50; GERHOLD CONCRETE, SU, 60.00; GROSSENBURG IMPLEMENT, SU, 791.61; HALL, STEVE, RE, 500.00; HAWKINS, SU, 338.95; HEARTLAND FIRE PROTECTION, SE, 1557.00; HILAND DAIRY, SE, 74.19; HYDRAULIC EQUIPMENT, SU, 64.13; IOWA PUMP WORKS, SE, 8973.10; ISLAND SPRINKLER SUPPLY, SU, 198.30; JACK'S UNIFORMS, SU, 2447.85; JEO CONSULTING GROUP, SE, 4459.06; LEAGUE OF NEBRASKA MUNICIPALITIES, FE, 505.00; LINCOLN WINWATER WORKS, SU, 67.22; MAIN STREET GARAGE, SE, 235.00; MARCO, SE, 198.02; MARCO TECHNOLOGIES, SE, 184.50; MERCHANT JOB TRAINING, SU, 650.00; MOMAR INCORPORATED, SU, 216.35; MOTOROLA SOLUTIONS, SU, 120.00; MUTUAL OF OMAHA, SE, 383.40; NDEE-FISCAL SERVICES, RE, 198423.73; NDEE-FISCAL SERVICES, RE, 86352.00; NE HARVESTORE, SU, 46.05; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 139.00; NORTHWEST ELECTRIC, SU, 18.97; OLSSON, SE, 37020.00; ONE OFFICE SOLUTION, SU, 660.00; QUADIENT FINANCE USA, SU, 1000.00; QUALITY 1 GRAPHIC, SE, 150.00; RETRAC, SU, 4426.00; SCHULTZ, EVERETT, SE, 300.00; SILVER SILO DESIGN, SU, 133.00; STAPLES, SU, 782.12; STATE NEBRASKA BANK & TRUST, RE, 72098.75; STATE NEBRASKA BANK-PETTY CASH, RE, 100.00; STATE NEBRASKA BANK-PETTY CASH, RE, 107.05; STUART R IRBY, SE, 661.25; VAN DIEST SUPPLY, SU, 300.00; VERIZON, SE, 616.16; VERMEER EQUIPMENT OF NEBRASKA, SU, 429.00; WAYNE AMERICA, SE, 12000.00; WAYNE COUNTY TREASURER, TX, 3657.62; WESCO, SU, 53908.74; WESCO, SU, 39861.78; WIIG, MELISSA, RE, 50.00; WISNER WEST, SU, 229.14; AMERITAS, SE, 3793.90; AMERITAS, SE, 197.87; AMERITAS, SE, 35.00; AMERITAS, SE, 116.66; AMERITAS, SE, 72.00; BERNAL, GEORGINA, SE, 55.00; BLUE CROSS BLUE SHIELD, SE, 51968.25; BORDER STATES INDUSTRIES, SU, 1580.47; FIREMAN, RE, 150.00; CDW GOVERNMENT, SU, 234.69; FIREMAN, RE, 150.00; CINTAS, SU, 30.12; CITY OF WAYNE, PY, 144174.62; CITY OF WAYNE, RE, 520.82; FIREMAN, RE, 150.00; ELLIS HOME SERVICES, SE, 125.00; FIRE CATT, SE, 6956.35; FIREMAN, RE, 150.00; FIREMAN, RE, 150.00; GAVIA, SOFIA, RE, 200.00; GEOCOMM, SE, 2544.00; GERHOLD CONCRETE, SU, 1746.26; GLOBAL PAYMENTS INTEGRATED, SE, 2459.06; GROSSENBURG IMPLEMENT, SE, 750.00; GUARANTEE ROOFING, SE, 431.00; FIREMAN, RE, 150.00; HAWKINS, SU, 3392.77; HEARTLAND FIRE PROTECTION, SE, 599.75; HELENA AGRICULTURE ENTERPRISES, SU, 298.00; HOMETOWN LEASING, SE, 832.04; ICMA, SE, 369.23; ICMA, SE, 158.98; ICMA, SE, 148.60; ICMA, SE, 617.03; ICMA, SE, 1300.04; ICMA, SE, 11429.58; ICMA, SE, 572.26; ICMA, SE, 272.00; ICMA, SE, 170.50; ICMA, SE, 214.81; ICMA, SE, 270.84; IRS, TX, 14806.38; IRS, TX, 5505.42; IRS, TX, 23540.82; JEO CONSULTING GROUP, SE, 5275.35; FIREMAN, RE, 150.00; KEPCO ENGRAVING, SU, 37.20; MACQUEEN EQUIPMENT, SU, 528.00; MILLER LAW, SE, 6343.75; NE DEPT OF REVENUE, TX, 6943.41; NE WATER RESOURCES ASSOCIATION, FE, 105.00; NEENAH FOUNDRY COMPANY, SU, 2220.00; NNEDD, SE, 1080.00; NORTHEAST POWER, SE, 6611.00; PAC N SAVE, SU, 1409.36; PIERSON PAINTING, SE, 528.83; POSTMASTER, SU, 1201.91; SID DILLON CHEVROLET, SU, 43730.00; SKARSHAUG TESTING LAB, SE, 306.59; SOUTHEAST CROSSINGS LLC-BOARDERS INN GI, SE, 1889.30; STADIUM SPORTING GOODS, SU, 411.00; STATE NEBRASKA BANK & TRUST, SE, 72.08; WASTE CONNECTIONS, SE, 46.50; WIELAND, ALEX, RE, 25.00

Councilmember Bratcher made a motion, which was seconded by Councilmember Houser, to approve the claims. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the

exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried.

Keith Moje, on behalf of Bob Soukup of Carlson West Povondra Architects, presented Application and Certificate of Payment No. 18 from Otte Construction Company, LLC, in the amount of \$235,883.00 for the "Wayne City Hall and Police Relocation Project." In addition, Mr. Moje updated the Council on the project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, approving Application and Certificate of Payment No. 18 in the amount of \$235,883.00 to Otte Construction Company, LLC, for the "Wayne City Hall and Police Relocation Project." Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried.

Keith Moje, on behalf of Bob Soukup of Carlson West Povondra Architects, then presented Application and Certificate of Payment No. 9 from Otte Construction Company, LLC, in the amount of \$113,231.00 for the "Wayne Parks & Rec Maintenance Building Project." In addition, Mr. Moje updated the Council on the project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, approving Application and Certificate of Payment No. 9 in the amount of \$113,231.00 to Otte Construction Company, LLC, for the "Wayne Parks & Rec Maintenance Building Project." Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried.

Administrator Blecke, on behalf of Roger Protzman with JEO Consulting Group, Inc., presented Contractor's Application for Payment No. 1 from Sargent Drilling in the amount of \$38,976.60 for the "Well House and Municipal Well 2025-1 Project."

Keith Moje, representing Otte Construction Company, LLC, updated the Council on the project. He noted Sargent Drilling is drilling the well and Otte Construction is constructing the well house.

Councilmember Karsky made a motion, which was seconded by Councilmember Bratcher, approving Contractor's Application for Payment No. 1 in the amount of \$38,976.60 to Sargent Drilling for the "Well House and Municipal Well 2025-1 Project." Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried.

Taylor Kube, engineer with Olsson (via zoom), stated that on May 29, 2025, seven bids were received on the "Wayne Prairie Park – Phase 4 East Ditch Storm Sewer Project." After review of the same, he recommended awarding the project to the low bidder, Robert Woehler & Sons Construction, Inc., for \$177,470.44. The highest bid of the 7 submitted was \$354,383. The engineer's estimate on this project was \$360,000.

Councilmember Eischeid introduced Resolution No. 2025-34 and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2025-34

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "WAYNE PRAIRIE PARK – PHASE 4 EAST DITCH STORM SEWER PROJECT" – ROBERT WOEHLER & SONS CONSTRUCTION, INC., FOR \$177,470.44.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried.

The following Resolution would amend the schedule of fees to include a fee for dumping waste at the treatment plant from port-a-potties.

Casey Junck, Water/Wastewater Superintendent, received a call from S2 asking if the City would consider taking any loads of raw sewage at the plant. S2 is starting up a service of renting port-a-potties, and they would like to have a place to dump close by. The only other place staff is aware of that allows waste dumping is Norfolk. The questions he posed to Council were: 1) Does the City want to allow this, and if so, (2) What fee(s) should be charged for said service? For discussion purposes, staff recommended \$.10/gallon with a \$50 minimum.

After discussion, Councilmember Eischeid introduced Resolution No. 2025-35 and moved for its approval as recommended – Adding “Disposing of Heavy Waste – Treatment Plant (\$.10/gallon with a \$50 minimum),” and also adding “During normal business hours only;” Councilmember Bratcher seconded.

RESOLUTION NO. 2025-35

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried.

Councilmember Houser introduced Ordinance 2025-8, and moved for approval of the third and final reading thereof; Councilmember Dorey seconded.

ORDINANCE NO. 2025-8

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 31 CITY COUNCIL, SECTION 31.27 REGULAR MEETINGS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried.

The following will amend Sections of the Municipal Code by renaming the “Advisory Audit Committee” to “Finance/Audit Committee” and the “Recreation Leisure Services Commission” to the “Parks and Rec Board.”

After discussion, Councilmember Houser introduced Ordinance 2025-9, and moved for approval thereof as amended and in addition thereto, changing Section 34.04 “(B) The Parks and Rec Board shall consist of eight members.” Councilmember Bratcher seconded.

ORDINANCE NO. 2025-9

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 34 CITY ORGANIZATIONS, SECTION 34.04 RECREATION-LEISURE SERVICES COMMISSION, AND SECTION 34.05 ADVISORY AUDIT COMMITTEE; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Bolte, Spieker and Webber who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

There being no further business to come before the meeting, Mayor Brodersen declared the meeting adjourned at 6:18 p.m.



Council Approved

| | | |
|-------------------|----------------------------------|------------|
| OTTE CONSTRUCTION | CITY HALL/POLICE RELOCATION | 235,883.00 |
| OTTE CONSTRUCTION | PARKS & REC MAINTENANCE BUILDING | 113,231.00 |

| Vendor | Payable Description | Payment Total |
|---|--|----------------------|
| ACE HARDWARE & HOME | BUSHINGS/FASTENERS/TOOLS/JANITORIAL SUPPLIES | 1,190.51 |
| ADVANCED CONSULTING ENGINEERING | UTILITY EASEMENT | 747.92 |
| ALERT 360 | MONITORING | 84.24 |
| APPEARA | LINEN & MAT SERVICE | 190.87 |
| ASSOCIATION FOR RURAL & SMALL LIBRARIES | MEMBERSHIP RENEWAL | 50.00 |
| AUTO ANATOMY ALTERNATIVES, INC | RUNNING BOARDS | 513.00 |
| BAKER & TAYLOR BOOKS | BOOKS | 577.42 |
| BEIERMANN ELECTRIC | POWER PLANT BREAKER PANEL | 2,467.90 |
| CHASE PAYMENTECH | CREDIT CARD TRANSACTION FEES | 850.12 |
| CHASE PAYMENTECH | CREDIT CARD TRANSACTION FEES | 5,357.96 |
| CHASE PAYMENTECH | CREDIT CARD TRANSACTION FEES | 42.43 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 145.35 |
| CITY EMPLOYEE | CDL REIMBURSEMENT | 62.00 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 866.28 |
| CITY EMPLOYEE | SAFETY BOOT REIMBURSEMENT | 160.49 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 191.25 |
| CITY OF NORFOLK | 911 MISCELLANEOUS BILLING | 130.48 |
| CITY OF WAYNE | UTILITY REFUNDS | 1,203.29 |
| CLAUSSEN, HEIDI | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| COTTONWOOD WIND PROJECT, LLC | WIND ENERGY | 12,964.57 |
| DAVIS FORD | WATER PUMP REPAIR | 2,496.26 |
| DEARBORN LIFE INSURANCE COMPANY | LIFE/DISABILITY INSURANCE | 3,554.24 |
| DUNKLAU, SHARI | FREEDOM PARK DEPOSIT REFUND | 150.00 |
| DUTTON-LAINSON COMPANY | ELECTRIC METER | 465.46 |
| EAKES OFFICE PLUS | COPY CHARGES | 478.76 |
| FAST PIK | GASOLINE | 7,092.30 |
| FLAGSHIP PUBLISHING INC | NEBRASKA LIFE MAGAZINE -WAYNE AMERICA AD | 1,125.00 |
| FLOOR MAINTENANCE | JANITORIAL SUPPLIES | 631.31 |
| FLORES, MANUEL | FREEDOM PARK DEPOSIT REFUND | 150.00 |
| GLP DEVELOPMENT | BUILDING PERMIT DEPOSIT REFUND | 100.00 |
| GROSSENBURG IMPLEMENT INC | ADJUST VALVES | 226.83 |
| GROUNDWORKS | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| GUARANTEE ROOFING | CAC ROOF REPAIRS | 176,717.00 |
| HAWKINS, INC | FLUORIDE FOR WELLS | 1,409.86 |
| HENDRICKSON, DESTYNNI | ART CAMP-FIRST SESSION | 400.00 |
| INGRAM LIBRARY SERVICES | BOOKS | 1,481.80 |
| JASON JORGENSEN CONSTRUCTION | TOMAR/JAXON CURB/STREET TEAR OUT & REPOUR | 1,450.00 |
| JOHN'S WELDING AND TOOL LLC | FLOOR PLATE FOR POWER PLANT/STEEL FLANGES | 1,557.82 |
| KTCH AM/FM RADIO | CAC RADIO ADS | 170.00 |

| | | |
|----------------------------------|--|-------------------|
| LUNDAHL, KATIE | SWIM LESSON REFUND | 35.00 |
| LUTT TRUCKING | HAULING FEE ON WOODCHIPS | 375.00 |
| MACQUEEN EQUIPMENT | STREET SWEEPER PARTS | 284.55 |
| MIDWEST LABORATORIES, INC | WASTEWATER ANALYSIS | 240.57 |
| NAEVE, SARAH | LIFEGUARD TESTING REFUND | 150.00 |
| NATL LEAGUE OF CITIES | MEMBERSHIP DUES | 1,314.00 |
| NATP | NATP OPERATING VEHICLE FEE | 115.00 |
| NEBRASKA PUBLIC POWER DIST | TRANSMISSION SUBSTATION CHARGES/METER REPORTS | 8,250.24 |
| NORTHEAST NE ECONOMIC DEV DIST | 23-RCRP-034 JAN –APR 25 SERVICES | 900.00 |
| NORTHEAST NE INS AGENCY INC | LED SIGN-PROPERTY INSURANCE | 1,907.00 |
| NORTHWEST ELECTRIC LLC | CLARIFIER MOTOR REPAIRS/REPLACEMENT | 3,283.16 |
| ONE CALL CONCEPTS, INC | DIGGERS HOTLINE | 110.69 |
| OPTK NETWORKS | INSTALL/CONNECTION FOR 911 EQUIPMENT/ETHERNET SERVICES | 3,440.08 |
| O'REILLY AUTOMOTIVE STORES, INC. | OIL/FILTERS | 270.74 |
| OVERDRIVE, INC. | AUDIO/E BOOKS | 1,895.35 |
| PAC N SAVE | DISTILLED WATER/ADULT PROGRAM SUPPLIES | 26.01 |
| PLUMBING & ELECTRIC SERVICE INC | BATH HOUSE ELECTRICAL | 975.00 |
| PLUNKETT'S PEST CONTROL | PEST CONTROL | 113.73 |
| QUALITY 1 GRAPHIC | TRUCK DECALS | 100.00 |
| QUALITY FOOD CENTER | COFFEE | 25.98 |
| SANFORD STEVEN'S CENTER | CPR/AED TRAINING | 120.00 |
| SARGENT DRILLING | WELL HOUSE | 38,976.60 |
| STADIUM SPORTING GOODS | SHIRTS/EMBROIDERY ON FIRE RESISTANT CLOTHING | 169.00 |
| STAPLES, INC | OFFICE SUPPLIES | 192.31 |
| STATE NEBRASKA BANK & TRUST | GENERAL OBLIGATION REFUNDING BONDS SERIES 19 | 78,837.50 |
| STATE NEBRASKA BANK & TRUST | CERTIFIED CHECK FEE | 5.00 |
| TAUBER PLUMBING LLC | RIGHT OF WAY DEPOSIT REFUND | 1,000.00 |
| US BANK | BOOKD/DVD'S/YOTO CARDS/SWITCHES/LED DISPLAYS | 33,325.42 |
| | FIRE PROGRAM-TECH SUPPLIES/POOL SWIM SUITS/CPR CLASS | |
| | AIRPORT LIGHT BULBS/FAN KIT/MINUTE BOOKS/CHANGING TABLES | |
| US FOODSERVICE, INC. | SENIOR CENTER NOON MEAL SUPPLIES | 2,842.47 |
| VAN DIEST SUPPLY | TRIMEC BROADLEAF SPRAY | 900.00 |
| VELDKAMP, JULIA | OVERPAYMENT ON MEMBERSHIP/KEY FOB | 80.00 |
| WAYNE AUTO PARTS | COMPRESSOR OIL/COUPLERS/SEAFOAM | 110.60 |
| WAYNE AUTO PARTS | LB840 LOAN | 149,000.00 |
| WAYNE COUNTY TREASURER | VEHICLE REGISTRATION ON 2025 CHEVY TRUCK | 1,545.56 |
| WAYNE HERALD | CAC ADS | 398.00 |
| WAYNE HERALD | ADS AND NOTICES | 1,695.07 |
| WAYNE HERALD | GREEN TEAM ADS | 190.00 |
| WESCO DISTRIBUTION INC | STREET LIGHT ARMS | 2,225.60 |
| WESTERN AREA POWER ADMIN | ELECTRICITY | 20,509.65 |
| WHEELER WORLD INC. | UNIT 5 FUEL PROBLEM REPAIR ON ELECTRIC GENERATOR | 6,290.32 |
| WISNER WEST | FD GASOLINE | 284.46 |
| WRIGHT, ADAM | BUILDING PERMIT DEPOSIT REFUND | 500.00 |
| | Grand Total: | 940,576.38 |

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

Ethan McBride **APPLICATION FOR MEMBERSHIP**

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Ethan McBride Address 314 E 4th Apt 5 Wayne, NE

Phone Number (...) Social Security # _____

Driver's License Number and Issuing State _____

Employer Kinship Pointe Occupation Maintenance

How long have you been employed by your present employer? 7 months

Previous Employer and Address ~~Atta~~ Midway Electric 827 5th St Lyndby, NE

Have you previously been a member of a Fire Department? Yes
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Lynch Vol. Fire Dept

Do you have any physical ailments or disabilities that could affect your performance on the department?
no

-As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? yes

- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? yes

-Have you read the Bylaws of the Department, and do you understand them? yes Do you agree to abide by them? yes

- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Ethan McBride Date 5-1-2025

.....
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Ethan McBride Date 5-1-2025

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

[Signature] Secretary's Signature Jason Boyer Date 6-3-25

Chief's Signature Philip Mancini Date 6-3-2025

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth 04-14-2004 revised March 1, 2022

RESOLUTION NO. 2025-36

A RESOLUTION APPROVING AGREEMENT WITH CERTIFIED TESTING SERVICES, INC., FOR TESTING SERVICES FOR THE “7th STREET TRAIL PROJECT.”

WHEREAS, the Wayne City Council is desirous of entering into an agreement with Certified Testing Services, Inc., to perform testing services for the “7th Street Trail Project;” and

WHEREAS, a proposal has been requested and received from Certified Testing Services, Inc., to provide said testing services; and

WHEREAS, Certified Testing Services, Inc., based on the scope of work outlined in the proposal, proposes to perform said services with a range of \$6,000 - \$9,000 and will only invoice for work completed; and

WHEREAS, staff recommendation is to accept the proposal of Certified Testing Services, Inc., for said services for the above-named project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal for testing services for the “7th Street Trail Project,” be accepted as recommended, and the Mayor be and she hereby is authorized to execute the agreement for said services on behalf of the City.

PASSED AND APPROVED this 17th day of June, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Certified Testing Services, Inc.

1400 Highway 75 N • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

June 10, 2025

Mr. Wes Blecke
City of Wayne
306 Pearl Street
Wayne, NE 68787

Re: Construction Materials Testing
7th Street Trail
Wayne, Nebraska

Dear Mr. Blecke:

In response to a request from Mr. Roger Protzman of JEO Consulting Group, Certified Testing Services, Inc., we are pleased to present the following proposals for providing testing services for the referenced project. We plan to offer testing services in accordance with our attached Schedule of Services and Fees and General Conditions. Invoices will be submitted monthly and itemized according to our unit fee schedule. **Our services will be provided on an on-call basis.**

Based on the information provided, we estimate our range of fees to be approximately \$6,000.00 \$9,000.00. We have several projects in and around this area and will prorate the vehicle fee and technician time for additional savings. This is not a lump sum proposal; we will only invoice for work completed.

- 37 years of excellence in serving construction and industrial clients in Iowa, Nebraska, and South Dakota to the highest industry standards.
- With a proven track record in construction materials and an understanding of soil conditions in Iowa, Nebraska, Minnesota, and South Dakota, we bring valuable expertise to every project. This extensive experience ensures that we can deliver informed solutions tailored to each location's specific challenges, ultimately driving success and efficiency.
- Approved by the US Army Corps of Engineers, IDOT, and NDOT, our Laboratory is your trusted partner for quality and reliability.



Certified Testing Services, Inc.

1400 Highway 75 N • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

SCHEDULE OF SERVICES AND FEES

| Services | Unit | Unit Fees |
|---|----------|-----------|
| Vehicle Fee | Per Mile | \$0.90 |
| *Soils Technician | Per Hour | \$72.00 |
| Standard Proctor | Each | \$155.00 |
| Aggregate Sieve Analysis | Each | \$100.00 |
| Atterberg Limit Test | Each | \$100.00 |
| Report Preparation | Per Hour | \$42.00 |
| *Concrete Technician | Per Hour | \$72.00 |
| Concrete Test Molds | Each | \$3.00 |
| Compressive Strength of Cylinders | Each | \$18.00 |
| Entry and Curing of Spare | Each | \$10.00 |
| *Technician hours will be charged after 10 hours of work each day and for any requests made on Saturdays or Sundays | Per Hour | \$90.00 |

GENERAL CONDITIONS TESTING AND OBSERVATION SERVICES

SECTION 1 SCOPE OF WORK: CTS shall perform the services defined in the contract and shall invoice the client for services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in the contract. If unexpected site conditions are discovered, the scope of work may change even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate. Rates can be provided for work beyond the scope of this contract and for work not covered by the contract fee schedule. CTS can perform additional work with verbal authorization and will provide written confirmation of fees (if requested). All costs incurred due to delays in authorizing the additional work will be billed to the client. Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2 PERSONAL RESPONSIBILITY: The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include the supervision or direction of the actual work of the contractor, their employees, or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse them in any way for defects discovered in their work. It is understood our firm will not be responsible for site safety for this project. Site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 3 MEANING OF "OBSERVATION": The term observation implies only that we observe the progress of the work with which we have agreed to be involved and perform tests to develop an opinion as to whether the work essentially complies with the job requirements.

SECTION 4 ACCURACY OF TEST LOCATIONS AND ELEVATIONS: The accuracy and proximity of the provided survey control will affect the accuracy of in situ test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements and estimates.

SECTION 5 DEGREE OF CERTAINTY OF COMPLIANCE: With any manufactured product, there are statistical variations in its uniformity and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Therefore, even with very careful observation and testing, it cannot be said all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than with intermittent observation.

SECTION 6 UNANTICIPATED HAZARDOUS MATERIALS: It is the duty of the owner or the owner's representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided. Such hazardous substances including (but not limited to) products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents, or subcontractors. If, during the course of providing services, CTS observes or suspects the existence of unanticipated hazardous materials, CTS may terminate further work on the project and notify the client of the condition. Services will be resumed only after a renegotiation of the scope of services and fees. In the event such renegotiation cannot occur to CTS's satisfaction, CTS may at its option terminate the contract.

SECTION 7 REPORTS AND INVOICES: CTS will furnish an electronic copy of the report to the client and any entity the client requests. Hard copies are available upon request. CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of the invoice and is past due 30 days from the invoice date. The client agrees to pay a finance charge of 1.5% per month but not exceeding the maximum rate allowed by law on past due accounts.

SECTION 8 OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service shall remain the property of CTS unless there are other contractual agreements.

SECTION 9 CONFIDENTIALITY: CTS shall hold confidential all business or technical information obtained from the client or its affiliates or generated in the performance of services under this agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for performance of services under this agreement, compliance with professional standards of conduct for preservation of public safety, health and welfare, or protection of CTS against claims or liabilities arising from the performance services under this agreement. The obligations of CTS hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10 STANDARD OF CARE: Services performed by CTS under this agreement will be conducted in the manner consistent with the level of care and skill ordinarily exercised by members of a profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports. The client recognizes subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by CTS and that the data, interpretations, and recommendations of CTS are based solely on the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretations of others with the information developed.

SECTION 11 SUBPOENAS: The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12 LIMITATION OF LIABILITY: The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions such that the total aggregate liability of CTS to all those named shall not exceed \$50,000.00 or CTS's total fee for the services rendered on this project, whichever is greater. The owner fully agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability or damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of its subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors, or omissions.

SECTION 13 INSURANCE AND INDEMNITY: CTS represents that it and its staff are protected by worker's compensation insurance and has such coverage under public liability and property damage insurance policies which CTS deems adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to the client upon written request. Within the limits and conditions of such insurance, CTS agrees to indemnify and hold the client harmless from and against any loss, damage, injury, or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. CTS shall not be responsible for any loss, damage, or liability arising from any acts by a client, its agents, staff, or any other consultants employed by others.

SECTION 14 TERMINATION: This agreement may be terminated by either party upon 7 day written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied prior to expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 15 PRECEDENCE: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the services provided by CTS.

RESOLUTION
SIGNING OF 5311 PROGRAM AGREEMENT
PI2537

CITY OF WAYNE

Resolution No. _____

Whereas: City of Wayne in compliance with Nebraska law, Subrecipient has established and is operating, or is interested in establishing and operating, a local transit system of a type that may be eligible for certain State and Federal Transit funding, and;

Whereas: FTA Section 5311 funding is available to reimburse local transit expenses or costs generally related to capital, planning and operating costs of a local transit system, including but not limited to more specifically: acquisition of rolling stock (vehicles), facility and vehicle maintenance, payroll, insurance, training and other eligible expenses, and

Whereas: City of Wayne as a sub-recipient of Federal and State Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Wayne and Nebraska Department of Transportation wish to enter into a Program Agreement to provide Federal and State funding for Fiscal Year 2026 and 2027 to support rural public transportation services.

Be It Resolved: by City of Wayne that:

Following thorough inspection of the NDOT 5311 Program Agreement,

Name Title

is hereby authorized to sign the attached FY2026/2027 5311 Program Agreement between City of Wayne and Nebraska Department of Transportation.

NDOT Project Number: RPT-M901 (227)

NDOT Control Number: 32104V

NDOT Project Description: 5311 FTA Program Funding

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month)

The City of Wayne

Board/Council Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

[Back to Top](#)

RESOLUTION 2025-38

A RESOLUTION AMENDING RESOLUTION 2024-73 PERTAINING TO APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2025 CHEVROLET SILVERADO 3500HD FLATBED TRUCK, AS PER THE STATE BID PROPOSAL RECEIVED FROM THE SID DILLON FLEET & COMMERCIAL DEALERSHIP.

WHEREAS, City staff have prepared specifications for a 2025 Chevrolet Silverado 3500HD Flatbed Truck and related equipment; and

WHEREAS, City staff solicited a proposal from the Sid Dillon Fleet & Commercial Dealership for the purchase of a 2025 Chevrolet Silverado 3500HD Flatbed Truck and related equipment through the State Bid Process; and

WHEREAS, City staff have reviewed the proposal and recommend that the truck and related equipment, as submitted by the following vendor, is the lowest, responsible and best price received:

| <u>Name and Address</u> | <u>Amount of Base Bid</u> |
|--|------------------------------------|
| Sid Dillon Fleet & Commercial Dealership | \$53,330.00 \$54,530.00 |

BE IT RESOLVED that the proposal, as above set forth, filed with the City Clerk for the purchase of a 2025 Chevrolet Silverado 3500HD Flatbed Truck and related equipment be, and the same is hereby accepted.

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

PASSED AND APPROVED this 17th day of June, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Sid Dillon Fleet & Commercial

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

Wayne Parks & Rec

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA
Work Truck

Image Not Available



Sid Dillon Fleet & Commercial

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

Sid Dillon Fleet & Commercial

Dealership Information

Sid Dillon Fleet & Commercial
Wahoo, NE.

Prepared By:

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

Thanks!

Price Summary

PRICE SUMMARY

Base Price

Total Options

Vehicle Subtotal

Destination Charge

Grand Total

MSRP

\$48,500.00

\$0.00

\$48,500.00

\$1,995.00

\$50,495.00

State Contract = 16081-0C

\$43,730⁰⁰ - Truck

South Fork

19800

total

54,530⁰⁰

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Data Version: 23943. Data Updated: Nov 13, 2024 6:47:00 PM PST

Nov 14, 2024



Sid Dillon Fleet & Commercial

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Selected Model and Options

MODEL

| CODE | MODEL | MSRP |
|---------|---|-------------|
| CK31003 | 2025 Chevrolet Silverado 3500HD CC 4WD Reg Cab 146" WB, 60" CA Work Truck | \$48,500.00 |

COLORS

| CODE | DESCRIPTION |
|------|------------------------|
| GXD | Sterling Gray Metallic |

OPTIONS

| CODE | DESCRIPTION | MSRP |
|----------------------|---|---------------|
| IWT | Work Truck Preferred Equipment Group includes standard equipment | |
| 9L3 | Spare tire delete | \$0.00 |
| AZ3 | Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) | \$0.00 |
| EE9 | Emissions, Federal requirements | \$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 |
| GXD | Sterling Gray Metallic | \$0.00 |
| H1T | Jet Black, Cloth seat trim | \$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 |
| 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) | \$0.00 |
| PYW | Wheels, 17" (43.2 cm) painted steel (STD) | \$0.00 |
| QZT | Tires, LT235/80R17E all-terrain, blackwall (STD) | \$0.00 |
| VK3 | License plate kit, front (will be shipped to orders with ship-to states that require front license plate) | \$0.00 |
| Options Total | | \$0.00 |

Standard Equipment

Mechanical

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)

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Sid Dillon Fleet & Commercial

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Mechanical

- Transmission, Allison 10-Speed automatic (STD)
- Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- Auto-locking rear differential
- Air filter, heavy-duty
- Air filtration monitoring
- Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)
- 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.)
- Trailer brake controller, integrated
- Recovery hooks, front, frame-mounted, Black
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section and an open "C" rear section
- GAWR, 14,000 lbs. (6350 kg)
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill

Exterior

- Wheels, 17" (43.2 cm) painted steel (STD)
- Tires, LT235/80R17E all-terrain, blackwall (STD)
- Spare tire delete Deletes the spare tire and wheel.
- Dual Rear Wheels
- Wheel trim, painted center caps
- Bumpers, front, Black
- Bumper, rear, delete

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Sid Dillon Fleet & Commercial

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (Complete)

Exterior

- Moldings, beltline, Black
- Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Lamps, Smoked Amber roof marker, (LED)
- 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 tilting with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
- Mirror caps, Black
- Glass, solar absorbing, tinted
- 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)
- Audio system feature, 2-speakers (Requires Regular Cab model.)
- Bluetooth for phone, connectivity to vehicle Infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Vinyl seat trim
- Floor covering, rubberized-vinyl
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Steering wheel, urethane
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Compass, located in instrument cluster
- Driver Information Center, 3.5" diagonal monochromatic display

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Sid Dillon Fleet & Commercial

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✔ Complete)

Interior

Universal Vehicle Module Includes module, customer interface harness and instructions. Provides vehicle data over an open CAN network (J1939). 10 switchable inputs/outputs and Custom Configuration Tool to integrate upfit equipment controls. Software features that support Auto Vehicle Start, Shutdown Inhibit, Fast Idle and Snow Plow.

Exterior Temperature Display located in radio display

Brake lining wear indicator

Window, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry, with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (BS3) Back-up alarm.)

Safety-Mechanical

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

Automatic Emergency Braking

Front Pedestrian Braking

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.)

Following Distance Indicator

Forward Collision Alert

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Nov 14, 2024



Sid Dillon Fleet & Commercial

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146" WB, 60" CA Work Truck (✓ Complete)

Safety-Interior

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

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

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

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 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: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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ORDINANCE NO. 2025-9

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 34 CITY ORGANIZATIONS, SECTION 34.04 RECREATION-LEISURE SERVICES COMMISSION AND SECTION 34.05 ADVISORY AUDIT COMMITTEE; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Section 34.04 of the Municipal Code of Wayne, Nebraska, be amended as follows:

§ 34.04 ~~RECREATION-LEISURE SERVICES COMMISSION.~~
PARKS AND RECREATION BOARD – ESTABLISHED.

There is hereby established a Parks and Recreation Board, referred to in this article as “Parks and Rec Board,” who shall be an advisory board to the City Council.

(A) A **Parks and Rec Board** ~~Recreation-Leisure Services Commission~~ is created to advise the Council **on matters related to all parks belonging to the city and all recreational activities financially supported by the city** ~~in regard to recreation, leisure services and park facilities and programs.~~

(B) The **Parks and Rec Board** ~~Commission~~ shall consist of eight members. ~~of which five will be required to be citizens of the city.~~ **The Parks and Rec Board Commission members** shall be appointed by the Mayor with the approval of the Council and shall serve without compensation. **The Parks and Rec Board Commission members shall serve staggered terms.** ~~Thereafter, all members~~ shall be appointed for three-year terms. **The Parks and Rec Board Commission** shall elect a Chair and a Vice-Chair. **The Parks and Rec Board Commission** shall meet at such times as determined by the **Parks and Rec Board Commission** and shall annually elect its Chair and Vice-Chair during **its first meeting of the calendar year** ~~the May meeting.~~ The City Administrator or designee of the City Administrator shall serve as an ex-officio member and Secretary of the **Parks and Rec Board Commission**.

(C) The **Parks and Rec Board Commission** shall have the duty and responsibility of working with the City Administrator and shall advise the City Administrator as to plans for **parks and recreation, leisure services and park** programs and facilities. ~~The Commission shall interpret the role of recreation, parks and leisure services to the general public and feed back the reactions and wishes of the public to the City Administrator. The Commission shall review updates and revisions of these plans as required.~~ **The Parks and Rec Board Commission** shall also review and make recommendations to the Council on rates, fees and charges applicable to ~~recreation, leisure services,~~ **parks and recreational** facilities and programs.

(D) The **Parks and Rec Board Commission** shall provide written reports to the Council of its activities as it deems advisable or upon the request of the City Administrator or the Council.

(E) The **Parks and Rec Board Commission** shall have the authority of recommending to the Council rules and regulations for the use and conduct of **parks and recreational** ~~recreation~~

~~and leisure~~ services. Any rules and regulations so adopted shall be posted on the affected facility, or otherwise publicized in a manner to provide adequate notice to the using public.

Section 2. That Section 34.05 of the Municipal Code of Wayne, Nebraska, be amended as follows:

§ 34.05 ADVISORY FINANCE AND AUDIT COMMITTEE.

(A) *Created.* There is created, established and constituted an Advisory **Finance and** Audit Committee which shall consist of three Council members, who shall be appointed by the Mayor with the consent and approval of the Council. Each member of the Committee shall serve a term of one year, unless reappointed.

Section 3. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 4. This ordinance shall take effect with the July meetings, and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of June, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



Jennifer Peters
Public Affairs Manager
Jennifer.Peters@blackhillscorp.com

11526 Valley Ridge Rd.
Papillion, NE 68046
P: 402-935-4879

April 10, 2025

Betty McGuire, Clerk
City of Wayne
306 Pearl Street
Wayne, NE 68787

Dear Ms. McGuire:

Enclosed is a proposed Franchise Agreement granting Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy (“Black Hills Energy”) a natural gas franchise for your review and presentation to the City Council of the City of Wayne, Nebraska. The ordinance delineates the obligations and duties of Black Hills Energy and the City of Wayne and provides direction on how each party’s obligations will be performed to minimize misunderstandings. In addition, a franchise provides numerous benefits to the City of Wayne including the following:

- The franchise assures the City of Wayne that Black Hills Energy is a long-term partner on issues such as economic development, community involvement, and other forms of community support.
- The long-term commitment of a franchise justifies Black Hills Energy’s investment in new and upgraded facilities to provide the City of Wayne with quality service.
- The franchise assures the City of Wayne that Black Hills Energy will make system improvements and construction in the City of Wayne’s public rights-of-way with only such inconvenience as is reasonably necessary, and that it will make repairs in such a manner as to leave the property in as good a condition as it was in immediately prior to such repairs.
- The “hold harmless” provisions in the Franchise Agreement protect the City of Wayne from liability for injuries and damages stemming from Black Hills Energy’s construction, operation and maintenance of its facilities.
- The long-term commitment of a franchise provides the City of Wayne with the continuity and stability of an experienced energy provider if energy is further unbundled and deregulated.
- The franchise will ensure the orderly development of utility infrastructures as the City of Wayne expands into new areas.

Please present the enclosed agreement to the City Council for the City of Wayne for approval. If you have any questions or need to contact Black Hills Energy with respect to the franchise, please contact me by email at Jennifer.peters@blackhillsenergy.com or by telephone at 402.935.4879. We look forward to continuing our partnership with the City of Wayne.

Sincerely,

Jennifer Peters
Public Affairs Manager

Enclosure

Ordinance No. _____

**An ordinance establishing a franchise fee
on natural gas companies
operating in the City of Wayne, Nebraska**

Be it ordained by the Mayor and City Council of the City of Wayne, Nebraska:

The City of Wayne, Nebraska, (hereinafter referred to as the “Municipality”) hereby establishes a franchise fee on every natural gas company and every other person, firm or corporation, their successors and assigns, owning, operating, controlling, leasing or managing a natural gas plant or system and/or generating, manufacturing, selling, distributing or transporting natural gas (hereinafter referred to, collectively, as “Energy Providers,” each, individually, an “Energy Provider”). Energy Providers shall collect from their customers located within the corporate limits of the Municipality as depicted on the Map (as defined below) (but not from the Municipality) and pay to the Municipality an amount based on the following fee schedule, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

| CUSTOMER CLASS | FEE |
|-----------------------------------|----------------------------|
| Residential | \$4.00 / Month / Customer |
| Commercial Firm and Interruptible | \$7.00 / Month / Customer |
| Industrial Firm and Interruptible | \$50.00 / Month / Customer |

The amount paid by Energy Providers shall be in lieu of, and Energy Providers shall be exempt from, all other fees, charges, taxes or assessments which the Municipality may impose for the privilege of doing business within the Municipality, including, without limitation, excise taxes, occupation taxes, licensing fees, or right-of-way permit fees, and in the event the Municipality imposes any such fee, charge, tax or assessment, the payment to be made by Energy Providers in accordance with this Ordinance shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Energy Providers. Ad valorem property taxes imposed generally upon all real and personal property within the Municipality shall not be deemed to affect Energy Providers’ obligations under this Ordinance.

Energy Providers shall report and pay any amount payable under this Ordinance on an annual basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of any franchise granted by the City of Wayne, Nebraska, to an Energy Provider.

Energy Providers shall list the franchise fee collected from customers as a separate item on bills for utility service issued to their customers. If at any time the Nebraska Public Service Commission or other authority having proper jurisdiction prohibits such recovery, Energy Providers will no longer be obligated to collect and pay the franchise fee. In addition, Energy Providers may reduce the franchise fee payable for natural gas delivered to a specific customer when such reduction is required to attract or retain the business of that customer.

Within ten (10) days of the date of this ordinance, the Municipality shall provide the Energy Providers with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Energy Providers in determining whether their customers reside within the Municipality's corporate limits. The Map along with Energy Provider's Geographic Information System ("GIS") mapping information shall serve as the sole basis for determining Energy Provider's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Municipality's corporate limits are changed by annexation of otherwise, it shall be the Municipality's sole responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Energy Providers. An Energy Provider's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area, or (b) such time after such Energy Provider's receipt from the Municipality of an updated Map including such annexed area as is reasonably necessary for such Energy Provider to identify the customers in the annexed area obligated to pay the franchise fee. In addition, Energy Providers shall not be liable for paying franchise fees from or to any customer incorrectly identified by the Municipality or by the Energy Provider, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

The Municipality shall have access to and the right to examine, during normal business hours, such of an Energy Provider's books, receipts, files, records and documents as is reasonably necessary to verify the accuracy of payments due hereunder; provided, that the Municipality shall not exercise such right more than twice per calendar year. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, such mistake shall be corrected promptly upon discovery such that any under-payment by an Energy Provider shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by an Energy Provider shall be deducted from the next payment of such franchise fee due by such Energy Provider to the Municipality; provided, that neither party shall have the obligation to correct a mistake that is discovered more than one (1) year after the occurrence thereof.

Passed and approved by the City Council of the City of Wayne, Nebraska, on this ____ day of _____, 2025.

Mayor, City of Wayne

Attest:

Clerk of City of Wayne, Nebraska

City of Wayne

2023 Corporate Limits



Industrial Drive
Centennial Road

Vintage Hill Drive

Hillside Drive

Highway 15

Highway 35

Pheasant Run

E 21st Street

E 14th Street

W 13th Street

W 12th Street

W 11th Street

W 10th Street

W 9th Street

W 8th Street

W 7th Street

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Ordinance No. _____

An Ordinance granting Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, a Delaware corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Wayne, Nebraska.

Be it ordained by the Mayor and Council of the City of Wayne, Nebraska, as follows:

FRANCHISE GRANTED

The City of Wayne, Nebraska (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

The rights and privileges granted hereunder shall remain in effect for a period of twenty-five (25) years from the effective date of this Ordinance.

GOVERNING RULES AND REGULATIONS

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any

action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF GRANTEE'S FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Nebraska Public Service Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference with Grantor's facilities.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

FORCE MAJEURE

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SUCCESSORS AND ASSIGNS

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

NO THIRD PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third-party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 2000-7 of the City of Wayne, Nebraska, is hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee’s acceptance by written instrument, within sixty (60) days of passage by the Village Board, and filing with the Clerk of the City of Wayne, Nebraska. The Clerk of the City of Wayne, Nebraska shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

Passed and approved by the City of Wayne, Nebraska, this _____ day of _____, 2025.

Mayor, City of Wayne

Attest:

Clerk of City of Wayne, Nebraska

Animal Permit Application

Date 5-30-2025

Owner(s) Name Joe & Lindsey Whitt

Address 902 Nebraska Street

Species of Animal(s) 3 Blue Laced Red Wyandottes (Hen chickens)

Name of Animal(s) Pepper, Evelyn, & Harriet

Age of Animal(s) Chicks

Address where Animal(s) Housed 902 Nebraska Street

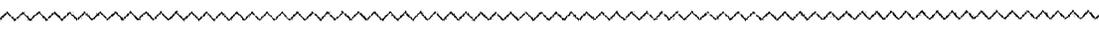
Animal(s) Tag Number(s) N/A

Certificate of Vaccination(s) Yes X No (Copy Attached)

- A. Applicant(s) shall provide to the City, a list of all property owners and residents (if other than owner) including names and address, located across the street and abutting where the animal(s) will be housed.
- B. Applicant(s) shall provide completed permit and all requested information 14 days prior to the hearing date.

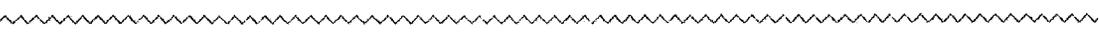
The animal(s) will be required to be leashed when outside and unattended.

Joe Whitt Lindsey Whitt
 Applicant Applicant



APPROVED this _____ day of _____, _____.

 Chief of Police Zoning Administrator



APPROVED this _____ day of _____, _____.

 Mayor City Clerk

§ 90.007 BANNED FROM THE CITY.

(A) No person shall keep or maintain any animal within the corporate limits of the city, except upon obtaining a special permit from the Council. Such permit shall specify the place where any such animal may be kept. Any person or resident who shall own, keep, or harbor an animal permitted to reside within the corporate city limits, shall, within 30 days after receiving council approval, acquire a license for said animal annually on or before May 1 of each year. Licenses shall be issued by the chief of police upon payment of the current license fee for each animal. No license or tag shall be issued until all conditions required by council have been fulfilled. This section shall not apply to the keeping or maintaining of dogs, cats, house birds, gerbils, hamsters, guinea pigs and pet fish.

(B) Further, this section shall not apply to commercial sale barn operators, commercial meat slaughtering or packing plant operators, commercial hatcheries and animal hospitals or clinics operated by licensed veterinarians.

(2002 Code, § 14-7) Penalty, see § 90.999