

The Wayne County Board of Commissioners meeting was called to order by Chairman James Rabe at 9:00 a.m. on Tuesday, June 4, 2019, in the courtroom of the Wayne County Courthouse. Chairman James Rabe, Members Dean Burbach and Terry Sievers, Sheriff Jason Dwinell, Attorney Amy Miller, and Clerk Debra Finn were present. Notice of this meeting was published in the Wayne Herald, a legal newspaper, on May 23, 2019. A current copy of the Open Meetings Act was posted and accessible to the public.

Rabe presented the following consent agenda items:

- a. Approve minutes of May 21, 2019, as printed in the Commissioners Record
- b. Approve fee reports
- c. Approve payroll
- d. Approve withdrawal of the following securities pledged by Elkhorn Valley Bank: Cusip 3133X72S2
- e. Approve withdrawal of the following securities pledged by State Nebraska Bank & Trust: Cusip 115583JR8 and 494273CW3
- f. Approve withdrawal of the following securities pledged by State Nebraska Bank & Trust: Cusip 3133X72S2 and substitution of Cusip 3134GTHK2
- g. Cancel check number 19050087 in the amount of \$2,372.15 issued in error

A motion was made by Burbach and seconded by Sievers to approve the consent agenda. Roll call vote: Burbach, Sievers, Rabe – aye; motion carried.

A motion was made by Sievers and seconded by Burbach to amend and approve the agenda. Roll call vote: Sievers, Burbach, Rabe – aye; motion carried.

A motion was made by Sievers and seconded by Burbach to approve the claims. Roll call vote: Sievers, Burbach, Rabe – aye; motion carried.

A Resolution to provide joint services between the City of Wayne and Wayne County was presented for review. A motion was made by Burbach and seconded by Sievers to waive County Attorney Miller's conflict of interest and approve Resolution No. 2019-05. Roll call vote: Burbach, Sievers, Rabe - aye; motion carried.

Resolution No. 2019-05: "THIS AGREEMENT is made and entered into by and between The City of Wayne, Nebraska hereinafter referred to as "City" and the Wayne County Commissioners, hereinafter referred to as "County," each being a local governmental subdivision which on its effective date are, or become, signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of municipalities and counties to develop and maintain quality services and facilities to the community; and

WHEREAS, Sections 13-804 through 13-814, Reissue Revised Statutes of Nebraska, 1943, authorized the joint exercise of powers, privileges and authority by agreement of two or more public agencies of any power common to them; and

WHEREAS, the County owns certain equipment that the City does not; and

WHEREAS, the City owns certain equipment that the County does not; and

WHEREAS, these governmental entities jointly own several of the roads around the perimeter of the City; and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint development of city and county land and resources.

NOW THEREFORE, BE IT RESOLVED, that the City of Wayne and Wayne County hereto signed do agree to the following:

1. County Assistance to City: The County will provide equipment and services to the City upon request for routine maintenance and special needs on public property for small to moderate projects within the city limits and city projects outside the city limits in the Extraterritorial Jurisdiction when possible. Such assistance may be approved by any County Commissioner whose District would provide the equipment or service. Large construction projects will be bid out to private contractors upon agreement by both the City and the County.
2. City Assistance to the County: The City will provide equipment and services to the County upon request for routine maintenance and special needs on public property for small to moderate projects within the city limits and county projects within the city limits and county projects outside the city limits in the Extraterritorial Jurisdiction when possible. Such assistance may be approved by the City Administrator. Large construction projects will be bid out to private contractors upon agreement by both the City and the County.

3. Joint Projects: There may be times where both parties wish to partake in joint projects such as paving of roads. Both parties agree such projects will best serve the interests of the residents and taxpayers within both entities. Those projects will be administered through separate agreements on a project by project basis.
4. Administration of the Agreement: A separate entity is not created by this agreement.
5. Agreement Duration: The term of this agreement will be effective upon execution by both parties and be in effect for ten years or until such time either party shall terminate the agreement after 120 days written notice.
6. Agreement Amendments: This agreement may be amended at any time by the written agreement of all parties.
7. Hold Harmless: The City of Wayne and Wayne County agree to indemnify and hold each other harmless from any and all liability regarding services provided in this agreement and/or maintain liability insurance in the minimum amount of \$1,000,000 with Wayne County and the City of Wayne listed as additional name insured. Wayne County and the City of Wayne shall at all times provide each other with proof of the insurance required by this paragraph.

AND BE IT FURTHER RESOLVED, that the Commissioners of the County of Wayne do declare the County to be a participant in this joint effort to provide said services to the City.”

There was some preliminary discussion on the city’s request to use county right-of-way to run a new water main down the right-of-way of 575 Ave. Sievers felt consideration should be given to running the line under the road rather than in the right-of-way. This would keep the line from being damaged when the ditches are cleaned out. Representatives from the City of Wayne and JEO Engineering will meet with the commissioners on June 18th to discuss the new water main.

Highway Superintendent Mark Casey received a request from Herbst Construction Inc. to push back the start date from June 3rd until August 12th for BRO-7090(20) Wayne West (aka the Temme bridge). This would permit them to build two emergency relief projects for the Nebraska Department of Roads. We will have to find out what our options are for a winter build, and penalties can be assessed. The request will be placed on the June 18th agenda.

Fee Reports: None.

Abbreviations: **PS** - Personal Services, **OE** - Operating Expenses, **SU** - Supplies, **MA** - Materials, **ER** - Equipment Rental, **CO** - Capital Outlays, **RP** - Repairs, **RE** - Reimbursement.

Claims:

GENERAL FUND	Salaries \$62,247.42;	
Kemnitz, Nicholas C.	RE	161.89
Knutson, Eric	RE	271.78
Miller, Amy	RE	256.79
Carlson, Joel D	RE	60.81
Albin, Mark D.	OE	945.25
Antelope County Sheriff	OE	7,680.00
Appera	OE	1,231.85
Black Hills Energy	OE	15.85
Bomgaars	SU,MA,CO	416.67
Centrec Cast Metal Products	SU	232.30
Consolidated Management Company	OE	89.12
Copy-Write/Keepsake	SU	2,065.10
Cornhusker State Industries	SU	71.58
DELL Marketing	CO	3,127.01
Electronic Engineering	SU	178.00
GIS Workshop	CO	9,560.00
Hytrek Lawn Service	OE	790.00
Jack's Uniforms & Equipment	CO	89.95
Lincoln Regional Center	OE	90.00
Midwest Service & Sales Co.	SU	32.92
Miller Law Office	OE,ER	3,362.96

MIPS Inc	SU	228.83
NACO	OE	2,122.37
Nebraska Law Enforcement Train Ctr	OE	100.00
One Office Solution	SU	265.99
Quality Printing & Office Supplies	SU	447.31
Tom's Body & Paint Shop Inc.	OE	100.00
ULINE	CO	62.08
Vikor	RP	14,900.00
Wayne County Clerk of Dist Court	OE	72.00
Wayne County Court	OE	288.50
Wayne Herald/Morning Shopper	OE	105.00

COUNTY ROAD FUND

Salaries \$30,316.90;

Appeara	OE	60.43
Auto Anatomy Alternatives LLC	RP	139.82
Bomgaars	SU,RP	181.94
Caterpillar Financial Services	RP	3,871.41
Copy-Write/Keepsake	SU	1,260.33
Eastern Nebraska Trailer Repair Inc	RP	68.00
Grossenburg Implement	RP	60.86
Martin Marietta Materials	MA	844.21
Matteo Sand & Gravel Co Inc	MA	21,363.24
NMC Exchange LLC	RP	1,052.76
Northeast Power	OE	210.73
O'Reilly First Call	RP,SU	269.98
RDO Truck Centers	RP	71.29
Rollin' Coal Trucking LLC	OE	5,872.65
Stenwall Service	RP,SU	222.39
Wayne County Treasurer	CO	22.00
Weldon Parts Norfolk	RP	62.40
Zach Heating & Cooling	RP	179.90

INHERITANCE TAX FUND

Melinda Lutt	PS	56.00
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Meeting was adjourned.

Debra Finn, Wayne County Clerk

STATE OF NEBRASKA)
) **ss.**
COUNTY OF WAYNE)

I, the undersigned, County Clerk of Wayne County, Nebraska, hereby certify that all of the subjects included in the attached proceedings were contained in the agenda for the meeting of June 4, 2019, kept continually current and available for the public inspection at the office of the County Clerk; that such subjects were contained in said agenda for at least 24 hours prior to said meeting; that the said minutes of the meeting of the County Commissioners of the County of Wayne were in written form and available for public inspection within 10 working days and prior to the next convened meeting of said body.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of June, 2019.

Debra Finn, Wayne County Clerk