

AGENDA
CITY COUNCIL MEETING
August 20, 2013

1. Approval of Minutes – August 6, 2013

2. Approval of Claims

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the City Council Chambers.

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. Presentation by John Hassett, Advanced Gaming Technology, concerning Keno

Background: A local developer is planning to request permission to add Keno to his establishment and has asked John Hassett to discuss how the state Keno program works with local government

4. Presentation by Todd Hegwer, Rate Consultant, for Northeast Nebraska Public Power District

Background: As a part of our due diligence preparing to respond to a NPPD 25 year wholesale power contract, Northeast Public Power, South Sioux, Wakefield, Emerson and Wayne have been working with Todd to solicit and evaluate proposals for alternative sources of power.

I asked Todd to meet you so you know who we are dealing with and to describe for us the options he believes we have to exercise the “limit or reduce” section of our current contract to take advantage of current favorable market conditions and how an early phase out would effect our Capacity Lease Agreement with NPPD that pays us \$650,000 per year for control of our power plant

5. Action on Suggested Cost-Share Proposal from Northeast Nebraska Public Power District for Electric Power Contract Solicitations

Background: Until now, Northeast has paid all the costs of this process for the benefit of all. Northeast’s Board has now asked the rest of us to share in the cost of the evaluation of the proposals negotiation for the best deal and to make a recommendation to us by December. They have proposed that SSC reimburse the District \$3,950 per month, Wayne \$3700 a month and Wakefield \$3,350 per month though December with Northeast’s share at \$3,950 per month. NPPD originally set a Dec. deadline for all of us wholesale customers to sign a new 25 year power contract but now is backing off to an unknown date in 2014. Todd is an experienced and capable negotiator and I’d suggest we have Todd evaluate the NPPD contract also.

Recommendation: Recommendation of Lowell Johnson, City Administrator is to approve \$3700 per month through Dec. 2013 and participate in the joint negotiations.

6. Public Hearing: [To Consider the Planning Commission's recommendations in regard to Amending Section 90-146 Minimum Area Requirements in an A-2 Agricultural Residential District. The applicant is the City of Wayne \(Advertised Time: 5:30 p.m.\)](#)

Background: This would change the minimum lot size for new residential lots from the current 2.5 acres per lot in A2 zones to 3 acres for homes with septic systems and 1.5 acres for homes connected to city sewer and lower the minimum lot width to 160 feet. This is requested by the City of Wayne and was originally recommended by RDG Consulting who has been working with Joel to prepare a zoning ordinance update to harmonize our zoning ordinance with our Comprehensive Plan.

7. [Ordinance 2013-39: Amending Sec. 90-146 Minimum Area Requirements in an A-2 Agricultural Residential District](#)

Recommendation: Recommendation of the Planning Commission is to approve the ordinance.

8. Public Hearing: [To Consider the Planning Commission's recommendations in regard to Amending Section 90 Zoning, regarding multi-family dwellings. The applicant is the City of Wayne \(Advertised Time: 5:30 p.m.\)](#)

Background: At a previous council meeting concern was expressed by neighbors about the potential architectural design features and parking issues of a possible new construction multi-unit housing project site nearby. Since that time the council has established a design review committee to meet with developers using city financial incentives for multi-unit housing to include windows, doors, roof-line or other features on the front of the buildings that would make the buildings blend a little more with the existing neighborhood structures.

This ordinance would change all new construction multi-family dwellings in residential zones from a "permitted use" to a "permitted conditional use" with a list of pre-approved requirements for front elevation design enhancements.

When Planning Commissions establish zoning in a city, they adopt a long range Comprehensive Plan guiding the uses of properties that tries to group similar uses together so residential areas stay residential, commercial areas stay commercial and industrial areas stay industrial. The Comp Plan also includes a "future land use map" to guide future growth around the edge of the city. When the Comp Plan is complete, the Planning Commission then develops a list of property uses that will be allowed in each zoning area.

For example, R1 areas are zoned for medium density residential development. R1 zoning is for residential areas with generally higher value, larger homes with larger residential lots. The Planning Commission has pre-approved

9. [Ordinance 2013-40: Amending Sec. 90 Zoning – Multi-Family Dwellings](#)

10. Public Hearing: [To Consider the Planning Commission's Recommendation regarding a request to rezone the land described as: A tract of](#)

land located in the East half of the Southeast Quarter of Section 6, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, more particularly described as follows: Commencing at the Southeast Quarter of said Section 6; thence Westerly along the South Line of said Southeast Quarter of said Section 6 a distance of 425.50 feet; thence Northerly and parallel to the East Line of said Southeast Quarter a distance of 239 feet; thence Easterly and parallel to the South Line of said Southeast Quarter a distance of 425.5 feet; thence Southerly along said East Line of the Southeast Quarter a distance of 239 feet to the point of beginning. The applicant is Windom Ridge, Inc. (Advertised Time: 5:30 p.m.)

The Applicant, Lou Benscoter on behalf of Windom Ridge, Inc., has requested that this matter be pulled from the agenda; however, due to the timing of his request, the public hearing notice was not able to be stopped from being advertised in the Wayne Herald.

11. Ordinance 2013-34: Amending Wayne Municipal Code, Sec 34-61 Growth Permitted; Control and Maintenance (Second Reading)

Background: This will shorten our mowing notice timeline from up to 2 weeks to 5 days and allow us to send local mowing enforcement notices by regular first class mail instead of certified mail. This makes our mowing enforcement procedure the same as the state statutes. Notices can be sent to the owner, occupant or owner's agent. The enforcement will apply only during the time period from May 1 through Oct 15th.

12. Ordinance 2013-41: Amending Wayne Municipal Code Sec. 78-135 Relating to Parking; Restricted Parking from 3:00 a.m. to 5:30 a.m. on Certain Streets

Background: This will apply to the north side of 10th Street from the east edge of the Willow Bowl area to Hillside Drive.

Recommendation: This is a new ordinance requested by council discussion at the last meeting. Staff recommendation is to approve this and waive all readings since classes are beginning. All ordinances require approval of three readings and then publication in the local legal newspaper before they can be enforced. The next news paper publication date after the August 20th meeting is August 29th if all three readings are waived and the ordinance is approved.

13. Resolution 2012-78: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (WSC Homecoming Parade and Band Day on Saturday, September 28, 2013)

Background: This is the standard notice to the Nebraska Department of Roads that we intend to close Hwy 15 for a parade and will provide an acceptable alternate route, comply with all traffic control requirements, insurance and other NDOR requirements.

Recommendation: Recommendation is to approve the resolution

14. Resolution 2013-79: Establishing/Amending Schedule of Electrical Rates

Background: The recommendation of Mike Towne, our electric rate consultant is to increase our retail rates by an average of 6.5% beginning with the November 1 bill to customers. We did not increase rates last year when NPPD raised their wholesale power rate by 3% and Western Area Power Administration (WAPA) raised their rate by about 5%. WAPA is a federal agency that provides about 17% of Wayne's electricity from the Main Stem Dam System in South Dakota. WAPA raised their rate to us by 100% six years ago. Since 2002, NPPD has increased their wholesale power rate to us by 68%. For the past 5 years NPPD's contract rates to us have been higher than the open market prices. Both of our rate consultants, Mike Towne and Todd Hegwer, project that NPPD contract rates will continue to be higher than open market rates for 5- 8 more years because of their projected costs and the over built capacity in the Midwest market. That would mean that for more than half of our current 20 year contract with NPPD, their rates will have been higher than the open market. NPPD has excess generation capacity and for the past five years NPPD has been selling their excess power into this open market at significantly lower rates than their contract rate to us.

We retain Mr. Towne every year to analyze the annual NPPD wholesale power increase and make a recommendation for how to pass that through to our retail customers. This recommendation was the result of a complete "cost of service" study we commissioned of the cumulative affect of the past NPPD rate increases in demand charges and energy charges.

Wayne Electric Utility operates as a public non-profit utility and rates are set to break even over costs while maintaining a \$5 million cash reserve for emergencies. Our annual electric revenue is about \$5 million. Our auditor recommendation and the utility industry standard is to maintain a cash reserve equivalent of 1 year revenues. Insurance on the transformers and power lines outside the power plant is not available here and not affordable in states where it is available.

Long Term Outlook for Rates: Federal Air Quality requirements and ever more nuclear regulatory restrictions will price coal and nuclear power higher or out of business in the future. Wayne has a power plant large enough to generate our own power at peak electric load for a number of days. Because of this, we can buy energy-only power in the open market at 60% of the current cost of contract power from NPPD. Our current 20 year contract prohibits us from buying power from anyone except NPPD and WAPA so we are unable at this time to take advantage of that. There will be a serious price advantage for Wayne when that contract ends. A lot of energy-only power in the future will be available from wind turbines and natural gas generation which is projected to be relatively cheaper over time.

15. Resolution 2013-80: Amending Water Rates

Background: The recommendation of the Nebraska Rural Water Association, our water rate consultant is to increase our retail water rates by 30% from \$1/per thousand gallons to \$1.30 per thousand gallons beginning with the November 1 bill to customers. This is a significant increase resulting from: 1) the start of a new debt service schedule for the water department to contribute \$150,000 per year to pay off the cost of the \$7 million waste water plant and 2) the projected costs of old water main replacement around the community. Attached is a copy of a survey of water rates in other communities. The Wayne Water Utility is also operated as a public non-profit with a break even budget to maintain a \$1million cash reserve which is also the recommendation of our auditor.

Recommendation: Recommendation of the rate consultant is to increase the water rate as proposed.

16. Resolution 2013-81: Accepting Bid and Awarding Contract on the Demolition and Removal of the Structures Located at 939 Main Street and 109 E. 10th Street

Background: This work will remove the house on the corner and the apartment house next door to the east to make room to widen 10th Street for a middle turning lane when approved by NDOR and complete the sidewalk. We received 2 bids: Milo Meyer Construction - \$17,800, Robert Woehler & Sons Construction - \$29,132.90. The contractor will be required to preserve the larger trees on the south portion of the corner property.

Recommendation: Recommendation of Joel Hansen, Street Supt. and Lowell Johnson, City Administrator is to accept the low bid and award a contract to Milo Meyer Construction

17. Resolution 2013-82: Directing City Clerk to Certify Razing Costs to the Wayne County Clerk and Wayne County Treasurer to become a Lien on Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., more commonly described as 111 Fairgrounds Avenue

Background: We originally received a written complaint about the condition of this property from the tenant. We completed an inspection under the terms of the Property Maintenance Code and provided the owner with a list of actions needed to bring the property up to the standards of the International Property Maintenance Code. The owner did not repair the property. We issued a notice to demolish and remove, the owner did not comply and we demolished and cleared the property. This action protects the interests of the taxpayers pending re-imbusement of the demolition costs by the property owner.

18. Resolution 2013-83: Approving Interlocal Cooperation Agreement for the Advancement of Compressed Natural Gas and Electric Vehicle Infrastructure and Compressed Natural Gas and Electric Vehicle Use

Background: The parties to this agreement at this time are: UNL, Nebraska Dept. of Energy, and the following cities:

Wayne: 1 CNG vehicle and slow fill station

South Sioux City: 2 EVs and 2 charging stations

Dakota City: 1 EV and 1 charging station

Central City: 1 EV and 1 charging station

Nebraska City: 1 CNG, 1 EV and 2 charging stations

Seward: 2 EVs and 2 charging stations

Holdrege: 1 EV and 1 charging station

Lexington: 1-2 EVs and 1-2 charging stations

Gothenburg: 1 EV for Gothenburg Public Schools

The purpose of this agreement is for these cities to jointly apply for an estimated 50% cost share from NDOE for purchase of a Compressed Natural Gas or Plug-in Electric Vehicle

and fill equipment for local units of government in return for our documentation of the vehicle performance under local use.

19. Resolution 2013-84: Approving Agreement with Northeast Nebraska Economic Development District for the General Administration of the Comprehensive Investment and Stabilization Grant

Background: The CIS grant that was awarded to the City of Wayne is to be used to conduct a study of the southeast quadrant identified by the Census. The plan is to determine the needs in that area that will assist LMI persons in the areas of housing or public works projects. The public works projects could include removing architectural barriers, public infrastructure, tornado shelters, or other needs in the area

Below is the information from the grant guidelines. The grant is for the southeast quadrant of the City of Wayne that is identified by the census tract as having more than 51% LMI population. The following is information from the grant guidelines:

DED will award CDBG grants under the Comprehensive Investment & Stabilization (CIS) Category to eligible local governments to carry out project implementation through multi-year pre-development studies and comprehensive development projects that meet required national and state CDBG objectives.

First a pre-development phase which will result in the completion of a well defined multi-year Comprehensive Investment & Stabilization pre-development study. The pre-development study will define a series of specific desired outcomes with goals and action steps for improvements to the community. 1) The pre-development phase addresses neighborhoods or community wide initiatives principally benefiting low-and moderate income persons. 2) The second phase will be awarded, after the successful completion, negotiation, and approval by DED of the multi-year Comprehensive Investment & Stabilization pre-development study, to implement physical projects identified in the neighborhoods or community wide initiatives pre-development study. There is no guarantee that all Phase I pre-development applicants will be offered applications to submit for Phase II.

These are the types of projects that the second phase can be used for:

The primary national objective of the CDBG Program is the “development of viable urban communities by providing decent housing and a suitable living environment, particularly for low and moderate-income persons.” Eligible activities are those identified as State Priorities in the Housing, Public Works, and Planning categories such as housing rehabilitation or homebuyer assistance programs; neighborhood centers or senior centers of a single or multipurpose nature designed to provide public recreational and social activities; nonprofit centers for day care, dependent care, primary health and mental health care outpatient clinics (excluding shelters defined as: hospitals, nursing homes, convalescent homes, battered spouse shelters, shelters for the homeless, halfway houses, group homes, temporary housing); accredited public libraries; single or multi-service fire/rescue buildings (fire trucks are specifically considered “public facilities” and thus eligible); removal of architectural barriers for accessibility; water distribution (only if system service connections are or will be metered) and/or sanitary sewer collection system improvements (lines on private property are eligible under LMH national objective); bridge and/or street improvements including curb, gutter, and sidewalk; storm sewer improvements; flood control (designed to influence or affect the flow in a natural water course such as a river,

stream or lake); drainage improvements (i.e. retention ponds or catch basins); and tornado-safe shelters in manufactured home parks (containing not less than 20 manufactured housing units that are within such proximity of shelter to be of use in a tornado); neighborhood parks (a new facility/improvement or a quantifiable increase of an existing facility/improvement); analyses of impediments and barriers to fair housing choice; neighborhood/comprehensive/strategic pre-development studies; functional or special pre-development studies for: housing, downtown revitalization, energy conservation and transportation; environmental, heritage tourism, and historic preservation studies; historic restoration, rehabilitation, housing conversion 2nd levels up, and preservation for physical structures, and infrastructure in a defined downtown business district. When in support of any of the above activities, acquisition, clearance, and code enforcement activities may be undertaken.

Recommendation: A study and plan for the southeast part of Wayne using these grant funds will open the door to grants for housing, energy conservation, infrastructure and other opportunities there. Recommendation of Nancy Braden, Finance Director; Kari Wren, Wayne Community Housing director and Lowell Johnson, City Administrator is to approve the contract.

20. Resolution 2013-85 Approving Contract with the Nebraska Department of Economic Development for Administration of the Comprehensive Investment and Stabilization Grant

Background: Like all federal grants, the administrative requirements for this are becoming more complicated and time consuming and this one will have its own learning curve. This contract will hire Northeast Development District staff to do all the administrative documentation and requirements. The grant includes an administrative cost set-aside to pay for either our city staff, (Nancy) or Northeast staff to administer the grant. Nancy is already doing all the additional document work for the TIF projects, lot sales and incentive loans for all the housing and commercial development projects and airport projects in Wayne. This grant contract is the exact kind of routine but complicated work we should contract out to preserve creative time for Nancy.

Recommendation: Recommendation of Lowell Johnson, City Administrator is to contract with Northeast to administer this grant.

21. Resolution 2013-86: Accepting Bid and Awarding Contract on the Removal and Installation of the Emergency Civil Defense Siren Project

Background: Requests for bids were sent out for the purchase, removal and installation of the civil defense warning siren system required by the FEMA grant received for this project.

One request for specifications was received from a contractor and that same one was returned to us as a bid on the due date of 08-09-13.

Marlen has reviewed the bid and specs and is pleased with the bid we received. The bid of \$110,655.00 was received from Schmader Construction and Electric Company Inc out of West Point. Marlen had the opportunity to speak and work with this company throughout the planning stages of the grant application process and also when they came out to check the specs for this bid proposal. They were very thorough and have the prior experience throughout the state of installing and performing maintenance on sirens and are the only company located and working out of Nebraska.

Recommendation: Recommendation of Marlen Chinn, Chief of Police, is to accept this bid proposal and award the contract contingent upon approval from NEMA and FEMA.

Just as a reminder for the newer council members, this was the grant application we had completed and sent to FEMA a couple of years ago that was accepted and approved. The grant will cover up to 75% of the \$110,655 project cost, minus any electrical work to the locations.

22. Appointments:

- a. Reappointment of Dave Shelton to the Board of Appeals
- b. Reappointment of Rozan Pedersen, Nancy Jo Powers and Pearl Hansen to the Board of Adjustment
- c. Reappointment of Jane Collier and Nancy Jo Powers to the Recreation/Leisure Services Commission

23. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Planning Commission Meeting Minutes – July 1, 2013](#)

August 6, 2013

The Wayne City Council met in regular session at City Hall on Tuesday, August 6, 2013, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Kaki Ley, and Matt Eischeid, City Attorney Amy Miller, City Administrator Lowell Johnson, and City Clerk Betty McGuire. Absent: Councilmember Jill Brodersen.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on July 25, 2013, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meeting of July 16, 2013, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMAZON, SU, 160.20; AMERICAN BROADBAND, SE, 2585.39; AMERICAN PATRIOT PICTURES, SU, 19.99; AMERITAS, SE, 2019.88; APPEARA, SE, 140.68; ARCADIAN MARKSMANSHIP, FE, 100.00; AS CENTRAL SERVICES, SE, 448.00; ASCAP, FE, 11.00; BANK FIRST, FE, 120.00; CITY EMPLOYEE, RE, 134.52; BLACK HILLS ENERGY, SE, 753.74; BLUE CROSS BLUE SHIELD, SE, 24234.52; BOMGAARS, SU, 2.89; BROGIE, ED, RE, 500.00; BROWN SUPPLY, SU, 1180.21; CITY OF WAYNE, RE, 103.87; CENTURYLINK, SE, 314.27; CHEMQUEST, SE, 595.00; CITY OF WAYNE, RE, 600.00; CITY OF

WAYNE, RE, 350.00; CITY OF WAYNE, PY, 68572.60; CITY OF WAYNE, RE, 160.00; CITY OF WAYNE, RE, 25.00; CITY OF WAYNE, RE, 126.35; CLEAN TO A T, SE, 975.00; COMMUNITY HEALTH, RE, 4.00; CONNECTING POINT, FE, 1533.75; DAKOTA BUSINESS SYSTEMS, SE, 104.50; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 227.04; DGR & ASSOCIATES, SU, 546.00; DICK BROWN, SU, 12.00; CITY EMPLOYEE, RE, 75.04; DONNA JACOBSEN, SU, 46.99; DOUG & TOM SCHMIT, RE, 408.00; DUTTON-LAINSON, SU, 485.91; ECHO GROUP, SU, 1264.63; ED. M FELD EQUIPMENT, SU, 1725.00; ELECTRIC INNOVATIONS, SE, 550.00; ELKHORN FENCE, SU, 3484.00; FASTENAL, SU, 12.12; FIRST CONCORD GROUP, RE, 3701.94; FLOOR MAINTENANCE, SU, 242.36; GAYLORD BROS, SU, 131.46; GERHOLD CONCRETE, SU, 136.05; GROSSENBURG IMPLEMENT, SU, 107.88; CITY EMPLOYEE, RE, 1000.00; CITY EMPLOYEE, RE, 285.42; HAWKINS, SU, 1314.84; HOMETOWN LEASING, SE, 73.51; ICMA, SE, 6272.87; IRS, TX, 24171.04; IRS-DEPT OF TREASURY, TX, 40.00; JANE LUBBERSTEDT, RE, 500.00; JOHNNY P LEMPKE, SE, 73.00; CITY EMPLOYEE, SU, 150.00; CITY EMPLOYEE, RE, 258.31; KRIZ-DAVIS, SU, 12354.00; KTCH, SE, 80.00; LANGEMEIER, WAYNE, RE, 36.00; LIBRARY LANDSCAPE ACCOUNT, RE, 157.51; LORDAR, INC, SE, 109.00; MARK AHMANN, RE, 500.00; MARK HEITHOLD, RE, 150.00; MIKE TOWNE, SE, 3900.00; NE DEPT OF REVENUE, TX, 3240.95; NE LIBRARY COMMISSION, SE, 1133.00; NE PUBLIC HEALTH, SE, 338.00; N.E. NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 4411.00; OLSSON ASSOCIATES, SE, 2996.96; OVERDRIVE, INC, E, 2000.00; CITY EMPLOYEE, RE, 709.86; PHYLLIS HIX, RE, 100.00; PIEPER & MILLER, SE, 4420.00; POLLARD PUMPING, SE, 990.00; PROGRESSIVE PROPERTIES, RE, 130000.00; QUILL, SU, 249.28; REHAB SYSTEMS, SE, 14490.00; SCOTT HOHENTHANER, FE, 500.00; SIOUXLAND TURF PRODUCTS, SU, 1800.00; SKARSHAUG TESTING LAB, SE, 399.90; STADIUM SPORTING GOODS, SU, 775.00; STANLEY PETROLEUM, SU, 17.20; TOM ADAMSON, SU, 8.00; TOM'S BODY & PAINT SHOP, SE, 1035.45; UNITED WAY, RE, 12.40; US BANK, SU, 1049.84; VERIZON, SE, 328.91; VIAERO, SE, 245.57; VOLKMAN PLUMBING & HEAT, SE, 592.21; WAED, RE, 2672.77; WAYNE HERALD, SE, 1228.98; WAYNE ROTARY, FE, 40.00; WESCO, SU, 703.45; WILLIAM SHARPE, RE, 50.00; ZEE MEDICAL SERVICE, SU, 719.32; APPEARA, SE, 67.31; BOMGAARS, SU, 690.38; BROWN SUPPLY, SU, 264.68; CERTIFIED TESTING SERVICE, SE, 255.20; CHARTWELLS, SE, 5815.29; CONTINENTAL FIRE SPRINKLER, SE, 210.00; COPY WRITE, SE, 409.21; DAVE UHER TRUCKING, SE, 75.00; ENGINE SYSTEMS, SE, 5879.80; FLOOR MAINTENANCE, SU, 94.86; GILL HAULING, SE, 155.00; H.K. SCHOLZ CO, SE, 11600.00; HAWKINS, INC, SU, 1619.81; HEIKES AUTOMOTIVE, SE, 47.93; HELENA CHEMICAL, SU, 285.00; IMPACT SPECIALTIES, SE, 539.50; INTERSTATE ELECTRIC MOTOR, SE, 7857.33; JASON CAROLLO, SE, 180.00; KAY PARK REC CORP, SU, 1258.50; THRASHER BASEMENT SYSTEMS, RE, 100.00; MULTIMEDIA SALES & MARKET, SE, 390.00; ONE CALL CONCEPTS, SE, 79.55; PLUNKETT'S PEST CONTROL, SE, 95.18; TAK, INC, SE, 93.00; THE RADAR SHOP, SE, 112.50; VAN DIEST SUPPLY, SU, 141.23; WASTE CONNECTIONS, SE, 59.60; WAYNE COUNTY CLERK, SE, 224.00; WAYNE GROCERY, SU, 36.78; WAYNE HERALD, SU, 46.00; WAYNE VETERINARY

CLINIC, SE, 343.00; WESTERN ENVIRONMENTAL, SU, 313.87; ZEE MEDICAL SERVICE, SU, 56.95

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

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers 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.

Mayor Chamberlain declared the time was at hand for the public hearing on the “Blight and Substandard Area Determination” for Tax Lot 17-18-63 PT SE1/4NW1/4 Wayne Tracts 18-26-4, Tax Lot 65 PT S1/2NW1/4 Wayne Tracts 12-26-4, and Fletcher & Feeders Subdivision Block 2 (tax lot 427800). The public street areas and street right-of-ways included are South Windom Street and Fairgrounds Avenue. The area which contains five grain bins is excluded from the area.

Breck Giese, owner of the property in this blighted and substandard area, presented to the Council his plans for tearing down the elevators at this location. Declaring this area blighted and substandard will make the same eligible for tax increment financing.

Northeast Nebraska Economic Development District prepared the blight study.

No written or oral comments had been received by the City Clerk's Office concerning the public hearing.

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

Councilmember Sievers introduced Resolution 2013-71, and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2013-71

A RESOLUTION OF THE CITY OF WAYNE, NEBRASKA, MAKING FINDINGS AND DECLARING PORTIONS OF THE CITY TO BE BLIGHTED AND SUBSTANDARD PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT.

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

Ken Jorgensen presented his plans for a sports bar/grill to be constructed on the property east of McDonalds; his offer to purchase the railroad right-of-way and relocate the existing trail; and his offer to purchase a small triangular piece of property at the east end of 6th Street to continue the street into his property. His intent is to use tax increment financing for this project. Mr. Jorgensen is preparing detailed plans and wants a sense of the Council regarding the tax increment financing before proceeding with the cost of design. Mr. Jorgensen hopes to start on the project this fall. No action was taken on the matter.

Mayor Chamberlain declared the time was at hand for the public hearing to amend the One and Six Year Street Improvement Plan for the extension of Hillside Drive.

Joel Hansen, Certified Street Superintendent, was present to answer questions, and stated Mr. Jorgensen's plans for this area is what prompted the need to amend the One & Six Year Street Improvement Plan. The State of Nebraska will not grant an access permit for a private drive, but they will grant one for a public access. The Department of Roads would approve that if it was 25' deep into the lot. We will ask that Mr. Jorgensen include that in his plat – to dedicate a street to the City of Wayne (60' wide and 25' deep and lines up with Hillside Drive to the north).

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

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

Councilmember Sievers introduced Resolution 2013-72, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2013-72

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM AS AMENDED TO ADD THE EXTENSION OF HILLSIDE DRIVE.

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

Councilmember Ley made a motion and Councilmember Muir seconded to adjourn as Mayor and City Council and reconvene as the Board of Equalization. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

The Mayor declared that in accordance with published notice, it was now time to conduct the public hearing relative to the levy of special assessments in Street Improvement District No. 2011-1 and declared the public hearing open.

Administrator Johnson reviewed the assessment process for the Council.

Leann Ritter with Advanced Consulting Engineering Services was present to review the paving, sanitary sewer, and water assessments as prepared by their office.

The Mayor then asked if there were any persons present who wished to be heard concerning the proposed assessments in said District. There were none.

It was noted that Brian and Amy Bowers have an agricultural deferment on the assessments.

City Clerk McGuire had not received any written objections to these assessments.

The assessments will be spread out over a period of 15 years at 3.50% interest.

There being no other persons wishing to be heard concerning the improvements and the proposed levy of special assessments within Street Improvement District No. 2011-1, the Mayor declared the hearing closed.

Councilmember Muir introduced Resolution 2013-73 and moved for its approval, and then amended the same to include the terms to be a 15-year loan, with an interest rate of 3.5%; Councilmember Sievers seconded and then seconded the amendment.

RESOLUTION NO. 2013-73

A RESOLUTION MAKING ASSESSMENTS IN STREET IMPROVEMENT DISTRICT NO. 2011-1.

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

The Mayor declared that in accordance with published notice, it was now time to conduct the public hearing relative to the levy of special assessments in Sanitary Sewer Extension District No. 2011-1 and declared the public hearing open.

The Mayor then asked if there were any persons present who wished to be heard concerning the proposed assessments in said District.

City Clerk McGuire had not received any written objections to these assessments.

The assessments will be spread out over a period of 15 years at 3.50% interest.

There being no other persons wishing to be heard concerning the improvements and the proposed levy of special assessments within Sanitary Sewer Extension District No. 2011-1, the Mayor declared the hearing closed.

Councilmember Muir introduced Resolution 2013-74 and moved for its approval, with the said terms being a 15-year loan, with an interest rate of 3.5%; Councilmember Sievers seconded.

RESOLUTION NO. 2013-74

A RESOLUTION MAKING ASSESSMENTS IN SANITARY SEWER EXTENSION DISTRICT NO. 2011-1.

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

The Mayor declared that in accordance with published notice, it was now time to conduct the public hearing relative to the levy of special assessments in Water Extension District No. 2011-1 and declared the public hearing open.

The Mayor then asked if there were any persons present who wished to be heard concerning the proposed assessments in said District.

City Clerk McGuire had not received any written objections to these assessments.

The assessments will be spread out over a period of 15 years at 3.50% interest.

There being no other persons wishing to be heard concerning the improvements and the proposed levy of special assessments within Water Extension District No. 2011-1, the Mayor declared the hearing closed.

Councilmember Muir introduced Resolution 2013-75 and moved for its approval, with the said terms being a 15-year loan, with an interest rate of 3.5%; Councilmember Ley seconded.

RESOLUTION NO. 2013-75

A RESOLUTION MAKING ASSESSMENTS IN WATER EXTENSION DISTRICT NO. 2011-1.

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

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn as the Board of Equalization and reconvene as Mayor and City Council. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who as absent, the Mayor declared the motion carried.

Wes Blecke, Executive Director of WAED, was present and advised the Council that the LB840 Sales Tax Advisory Committee met and reviewed an application to Wayne's Economic Development Program Fund. The applicant, Julie Cull, d/b/a Geno's Steakhouse, requested a \$37,000 low-interest loan. These funds will be used to assist in the renovation and remodel of the steakhouse, including new flooring, exterior windows,

new siding, and other improvements. The Committee met, and the terms the Committee agreed to include a ten-year note at 3% interest (or whatever the City is currently charging interest to the Wayne Economic Development program fund). The Committee also suggested that payments from the fund be made directly to the contractor(s) completing the work.

Initially this request came to the Committee for \$42,000 for a \$65,000 project. Mr. Blecke had some communication with the financial institution that they were working through to make sure that they, in fact, did request conventional financing. The applicant did and was receiving \$5,000 from the bank, which is why the amount was reduced to \$37,000.

Al Thompson, representing Julie Cull, was present to answer questions.

Councilmember Ley made a motion, which was seconded by Councilmember Sievers, approving the recommendation of the LB840 Sales Tax Advisory Committee for a \$37,000 low-interest loan, being a ten-year note at 3% interest to Julie Cull, d/b/a Geno's Steakhouse, with payments from the fund being made directly to the applicant upon receipt of invoices. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

Wes Blecke, Executive Director of WAED, was present and advised the Council that the LB840 Sales Tax Advisory Committee met and reviewed an application to Wayne's Economic Development Program Fund. The applicants, Dale and Debbie Paulson, d/b/a Paulson Construction, requested a \$39,750 low-interest loan. These funds will be used to assist in relocating the current business to within the City limits of Wayne,

buying a downtown building, expanding into the equipment rental business and make some property updates (roof, electrical, etc.) The Committee met, and the terms the Committee agreed to include a ten-year note at 3% interest (or whatever the City is currently charging interest to the Wayne Economic Development program Fund).

Dale and Debbie Paulson were present to answer questions.

Joel Hansen, Zoning Administrator, stated the area in which this building is located is zoned properly for what the Paulsons want to use it for.

Councilmember Giese made a motion, which was seconded by Councilmember Greve approving the recommendation of the LB840 Sales Tax Advisory Committee for a \$39,750 low interest loan, the same being a ten-year note at 3% interest to Dale and Debbie Paulson, d/b/a Paulson Construction, with said funds being used to assist in relocating the current business to within the City limits of Wayne, buying a downtown building, expanding into the equipment rental business and making some property updates (roof, electrical, etc.), with payments from the fund being made directly to the applicants upon receipt of invoices.

BJ Woehler had concerns about the zoning and the businesses Paulson Construction might be conducting in this building.

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

Chad Sebade presented his proposal to construct a 3-plex apartment house at 4th and Nebraska Streets. Before spending \$5,000 to have Attorney Bacon prepare the tax increment financing documents, Mr. Sebade wanted to get a sense of whether or not the

Council would approve TIF for the project. The project should generate about \$50,000 in TIF funding, less the \$5,000 legal fees for the TIF documents. Those monies would be used for the purchase and/or demolition of the property. He also provided the architectural drawings for Council to look it. Mayor Chamberlain advised him that there was a committee that would review those drawings with him.

The following ordinance would amend Section 34-61 Growth Permitted; Control and Maintenance to coincide with State Statutes. So far this year, approximately 120 mowing notices have been sent out by certified mail to property owners who didn't mow and the grass and/or weed height exceeded 12 inches. Our current notification process has long delays and is costly. This proposal is lawful by State law effective September 6th, and is intended to expedite the notice and enforcement process and lower the cost of enforcement to the taxpayers.

Councilmember Giese introduced Ordinance 2013-34, and moved for its approval; Councilmember Ley seconded.

ORDINANCE NO. 2013-34

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, SECTION 34-61 GROWTH PERMITTED; CONTROL AND MAINTENANCE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

The following Resolution would amend the Schedule of Fees to increase the fee for mowing from \$90 per hour, with a minimum of 1 hour, to \$300 per hour, with a minimum of 1 hour.

Councilmember Giese introduced Resolution No. 2013-76 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2013-76

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

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

The following Resolution would direct the City Clerk to file a lien against 908 Circle Drive for the cost of work hired by the City to abate a violation of City Code after proper notice was given to the property owner.

Councilmember Sievers introduced Resolution No. 2013-77 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2013-77

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON LOT 9, MCPHERRAN'S ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 908 CIRCLE DRIVE, WAYNE, NEBRASKA.

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

Joel Hansen, Street Superintendent, advised the Council that the following three ordinances will establish new parking regulations on 10th Street. These will prohibit parking anytime on the south side of 10th Street from Main Street to Hillside Drive, and allow daytime parking on the north side, except along the Willow Bowl. Staff requested

the three reading requirement of these ordinances be waived so that the signs can be installed before the students return for classes.

Councilmember Muir introduced Ordinance 2013-36, and moved for its approval; Councilmember Ley seconded.

ORDINANCE NO. 2013-36

AN ORDINANCE TO AMEND SECTION 78-126 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Muir made a motion and Councilmember Ley seconded to move for final approval of Ordinance No. 2013-36. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

Councilmember Ley introduced Ordinance 2013-37, and moved for its approval; Councilmember Muir seconded.

ORDINANCE NO. 2013-37

AN ORDINANCE TO AMEND SECTION 78-127 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Councilmember Giese recommended changing this section of the street from no parking midnight to 5:00 a.m. to no parking 3:30 a.m. to 5:30 a.m.

Councilmember Ley amended her motion to introduce Ordinance 2013-37, and moved for its approval with the change that this section of the street have restricted parking from 3:30 a.m. until 5:30 a.m.; Councilmember Muir seconded.

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

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

Councilmember Ley made a motion and Councilmember Sievers seconded to move for final approval of Ordinance No. 2013-37. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

Councilmember Muir introduced Ordinance 2013-38, and moved for its approval; Councilmember Giese seconded.

ORDINANCE NO. 2013-38

AN ORDINANCE TO AMEND SECTION 78-134 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING TIME LIMITS OF 30 MINUTES AND ONE HOUR; LOCATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Muir made a motion and Councilmember Giese seconded to move for final approval of Ordinance No. 2013-38. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent, updated the Council on a change order for the 10th Street, Main to Windom Improvement Project. This concerns a driveway slope on Circle Drive. If the contractor replaces the concrete as per the plans, the slope on the new driveway will be close to a 20% slope. Previously the slope was approximately 12%. They are proposing to redo this which will produce a slope of approximately 14% at a cost of about \$7,000. We have not received a formal change order as of this date. This is just for informational purposes only.

Joel Hansen, Street Superintendent, stated the following Change Order is a deduct of \$94.42, which is a result of changing the construction of an 8" live tap to the existing main rather than a wet tap, tee, valves and miscellaneous items on the 10th Street, Main to Windom Improvement Project.

Councilmember Muir made a motion, which was seconded by Councilmember Ley, approving Change Order No. 1 on the 10th Street Main to Windom Improvement Project for a deduct of \$94.42. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

A pay request has been received from Steve Harris Construction, Inc., for the 10th Street, Main to Windom Improvement Project in the amount of \$228,645.07. The engineer on the project has approved the same.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, approving Pay Application No. 3 in the amount of \$228,645.07 to Steve Harris Construction, Inc., for the 10th Street, Main to Windom Improvement Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

Council set Monday, August 19, 2013, at 4:00 p.m. in the Council Chambers as the date to have their budget work sessions.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, to recess as Council and convene as the Community Development Agency. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the

exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried.

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Cale Giese, Rod Greve, Jennifer Sievers, Ken Chamberlain, Nick Muir, Kaki Ley and Matt Eischeid, City Attorney Amy Miller, City Administrator Lowell Johnson, and City Clerk Betty McGuire. Absent: Member Jill Brodersen.

Chair Haase advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection.

Member Sievers made a motion, which was seconded by Member Chamberlain, to approve the minutes of the July 2, 2013, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Brodersen who was absent, the Chair declared the motion carried.

The next item on the agenda was to take action on approving \$15,000 for the completion of the enclosure of the storm drain system on both sides of Haas Avenue where it crosses the drainage ditch coming from the north in the Western Ridge Subdivision.

Member Chamberlain made a motion, which was seconded by Member Ley, approving \$15,000 for the completion of the enclosure of the storm drain system on both sides of Haas Avenue where it crosses the drainage ditch coming from the north in the Western Ridge Subdivision. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Chair declared the motion carried.

Member Giese made a motion, which was seconded by Member Muir, to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Chair declared the motion carried.

Councilmember Muir made a motion, which was seconded by Councilmember Ley, to enter into executive session to discuss staff's recommendation to request the State Patrol to investigate fraudulent use of LB840 funds, and to allow Kate Jorgensen, Attorney, Attorney Miller, Police Chief Chinn, Finance Director Braden, Administrator Johnson and City Clerk McGuire to be in attendance. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried, and executive session began at 7:30 p.m.

Mayor Chamberlain again stated that the matter to be discussed in execution session relates to staff's recommendation to request the State Patrol to investigate fraudulent use of LB840 funds.

Councilmember Muir made a motion, which was seconded by Councilmember Ley, to resume open session. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, with the exception of Councilmember Brodersen who was absent, and open session resumed at 7:45 p.m.

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, directing staff to request a State Patrol investigation of fraudulent use of LB840 funds. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, with the exception of Councilmember Brodersen

who was absent, and Councilmember Eischeid who abstained, the Mayor declared the motion carried.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who was absent, the Mayor declared the motion carried and the meeting adjourned at 7:46 p.m.

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CLAIMS LISTING AUGUST 20, 2013

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,014.22
APPEARA	LINEN & MAT SERVICE	156.96
BAKER & TAYLOR BOOKS	BOOKS	988.66
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	92.30
BROWN SUPPLY CO	SAFETY FLANGE REPAIR KIT	198.55
CARHART LUMBER COMPANY	PAINT/HOSE/BATTERIES/BOLTS ETC	570.87
CERTIFIED TESTING SERVICE	10TH STREET	2,297.30
CITY EMPLOYEE	VISION REIMBURSEMENT	203.95
CITY OF NORFOLK	INSPECTION FEES	183.54
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	100.00
CITY OF WAYNE	PAYROLL	65,919.05
CITY OF WAYNE	REIMBURSEMENT TAX	6.03
CITY OF WAYNE	UTILITY REFUNDS	808.95
CITY OF WAYNE	CLOTHING REIMBURSEMENT	50.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
COUNTRY NURSERY INC	DOWNPAYMENT ON TEAR OUT OF BUSHES	1,000.00
DE LAGE LANDEN FINANCIAL	COPIER EQUIPMENT LEASE	394.00
DEARBORN NATIONAL LIFE	DISABILITY/LIFE INSURANCE	1,729.11
EASYPERMIT POSTAGE	POSTAGE	1,711.16
ECHO GROUP INC JESCO	PVC ELBOW/COUPLINGS	359.75
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	66.12
ED. M FELD EQUIPMENT CO	HOSE SHUT OFF VALVE	983.75
EMPLOYERS MUTUAL CASUALTY	WORK COMP	96.02
FASTENAL CO	BOLTS	25.08
FLOOR MAINTENANCE	NAPKINS/JANITORIAL SUPPLIES	194.93
FREDRICKSON OIL CO	MOWER TIRE REPAIRS	123.22
FRY & ASSOCIATES, INC	JUNGLE TURF	10,638.68
GROSSENBURG IMPLEMENT INC	NUT/OIL/BLADES	58.53
HARDING & SHULTZ P.C.	ATTORNEY FEES	26.00
HD SUPPLY WATERWORKS, LTD	WATER METERS	2,686.89
CITY EMPLOYEES	HEALTH REIMBURSEMENT	40.95
HEIKES AUTOMOTIVE LLC	FUEL PUMP	248.00
HUNKE MANUFACTURING LLC	SANDBLASTING OF POLES & PARTS	1,050.00
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	6,272.87
INGRAM BOOK COMPANY	BOOKS	19.82
IRS	FEDERAL WITHHOLDING	23,764.27
JOHN & MOLLY TEMME	LB840 LOAN	65,000.00
JOHN'S WELDING AND TOOL	IRON CHANNEL/STREET LIGHT HOLE PLUGS	120.17
CITY EMPLOYEE	HEALTH REIMBURSEMENT	27.61
KRIZ-DAVIS COMPANY	STREET LIGHTS/FOUNDATIONS/METERS	9,065.74
KTCH AM/FM RADIO	RADIO ADS	1,851.32
LANGEMEIER, WAYNE	MOWINGS	450.00
LEAGUE OF NEBRASKA	MEMBERSHIP DUES	6,148.00
MAIN STREET AUTO CARE	TOWING	90.00

MARCO INC	COPY CHARGES	1,096.17
MARK KAI	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	341.60
MIDWEST LABORATORIES, INC	BOD TESTING	258.50
MIDWEST TAPE LLC	BOOKS	84.98
NAPA OF WAYNE	BITS/PLUGS	56.78
NE DEPT OF REVENUE	STATE WITHHOLDING	3,251.62
NE LIBRARY COMMISSION	ONE NEBRASKA LIBRARY PROJECT	1,250.00
NE POWER REVIEW BOARD	POWER ASSESSMENT	567.76
NE SAFETY COUNCIL	MEMBERSHIP DUES	295.00
NEBR PUBLIC POWER DIST	ELECTRICITY	358,297.48
NIAGARA CONSERVATION CORP	LED NIGHTLIGHTS	970.45
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	29.62
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	12,664.36
OLSSON ASSOCIATES	MILO DRIVE PAVING	2,063.75
OVERHEAD DOOR COMPANY	DOOR REPAIR	158.80
CITY EMPLOYEE	HEALTH REIMBURSEMENT	123.20
PLUNKETT'S PEST CONTROL	PEST CONTROL	97.34
PRESTO X COMPANY	PEST CONTROL	147.60
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	1,092.00
PUSH-PEDAL-PULL	DIRECTIONAL PAD	30.69
RANDOM HOUSE	CD'S	240.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	26.63
S & S WILLERS, INC.	FILL SAND	259.14
SEBADE CONSTRUCTION	ENERGY INCENTIVE	500.00
SHOPKO	MICROWAVE/BLEACH/COFFEE POT ETC	302.91
SPARKLING KLEAN	JANITORIAL SERVICES	2,134.89
STATE NATIONAL BANK	ACH FEES	61.04
STEVE HARRIS CONSTRUCTION	10TH STREET PAVING	228,645.07
TONI HYTREK	CITY HALL CLEAN UP	150.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	269.54
TYLER TECHNOLOGIES	SOFTWARE MAINTENANCE SERVICES	15,550.51
UNITED WAY	PAYROLL DEDUCTIONS	6.20
UTILITIES SECTION	MEMBERSHIP DUES	2,707.00
WAYNE AREA ECONOMIC DEVEL	AUGUST 13 CONTRIBUTION	6,383.33
WAYNE COUNTY COURT	BOND	150.00
WAYNE HERALD	ADS AND NOTICES	4,912.34
WESCO DISTRIBUTION INC	CONNECTORS/METERS/BULBS/ENCLOSURES	1,705.19
WESTERN AREA POWER ADMIN	ELECTRICITY	33,382.48
WESTERN OFFICE PRODUCTS	TYPEWRITER PRINT WHEEL	79.99
ZACH OIL COMPANY	GASOLINE	6,179.45

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: August 8, 2013
TO: Mayor Chamberlain
Wayne City Council
FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on August 5, 2013, the Wayne Planning Commission made a recommendation on the following public hearings; the results of those recommendations are as follows:

Public Hearing: Amending Section 90-146 Minimum Area Requirements in the A-2 Agricultural Residential District, applicant: City of Wayne

After deliberation and discussion by the Planning Commission, motion was made by Commissioner Carstens and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council to amend Section 90-146 Minimum Area Requirements in the A-2 Agricultural Residential District, such that lots in the A-2 that are served by septic systems would increase from a minimum of 2.5 acres to a minimum of 3 acres and lots served by city water and sewer would be set at 1.5 acres minimum and the minimum lot width would be reduced from 200 feet to 160 feet, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second and result of roll call being all ayes, with the exception of Commissioner Giese who voted nay, Chair Melena declared the motion carried.

Public Hearing: Request to Rezone from A-2 Agricultural Residential to R-1 Residential, applicant Lou Benscoter

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Braun to forward a recommendation of approval to the City Council for the request to rezone from A-2 Agricultural Residential to R-1 Residential, the area described as: a tract of land located in the East half of the Southeast Quarter of Section 6, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, more particularly described as follows: Commencing at the Southeast Quarter of said Section 6; thence Westerly along the South line of said Southeast Quarter of said Section 6 a distance of 425.50

Memo to Mayor & Council
July 3, 2013
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feet; thence Northerly and parallel to the East line of said Southeast Quarter a distance of 239 feet; thence Easterly and parallel to the South line of said Southeast Quarter a distance of 425.5 feet; thence Southerly along said East line of the Southeast Quarter a distance of 239 feet to the point of beginning, with the findings of fact being, consistency with the comprehensive plan, the current and future land use maps, and staff's recommendation. Chair Melena stated the motion and second, and the result of roll call being all ayes, with the exception of Commissioner Sorenson, Giese and Sweetland who voted nay, Chair Melena declared the motion carried.

**Public Hearing: Amending Wayne Municipal Code, Chapter 90 Zoning,
Specifically Multi-Family Dwellings, applicant: City of Wayne**

After deliberation and discussion by the Planning Commission, motion was made by Commissioner Sweetland and seconded by Commissioner Carstens to forward a recommendation of approval to the City Council to amend Municipal Code, Chapter 90 Zoning, specifically multi-family dwellings, more specifically in the R-2 District Section 90-232 Permitted Principal Uses and Structures, Section 90-234 Permitted Conditional Uses, Section 90-238 Height and Area Regulations, and in the R-3 District, Section 90-262 Permitted Principal Uses and Structures, Section 90-264 Permitted Conditional Uses, and Section 90-268 Height and Area Regulations as stated in the attachment, with the findings of fact being consistency with the comprehensive plan and staff's recommendation. Chair Melena stated the motion and second and the result of roll call being all ayes, with the exception of Commissioner Giese who voted nay, Chair Melena declared the motion carried.

JJH:cb

ORDINANCE NO. 2013-39

AN ORDINANCE AMENDING CHAPTER 90, ARTICLE III, SECTION 90-146 MINIMUM AREA REQUIREMENTS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on August 5, 2013, and recommended amending Section 90-146 Minimum Area Requirements of the Wayne Municipal Code, with the "Finding of Fact" being:

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

Section 2. That Chapter 90, Article III, Section 90-146 of the Wayne Municipal Code is amended to read as follows:

Sec. 90-146. Minimum Area Requirements.

Minimum area requirements in an A-2 district are as follows:

<i>Minimum Area Regulations</i>	<i>Permitted Uses</i>
Lot area, in acres.....	2.5 1.5 with City Water & Sewer, 3 with Septic System
Lot width, in feet.....	200 160
Required front yard, in feet.....	50
Required rear yard, in feet.....	50
Required side yard, in feet.....	15

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. This Ordinance shall be in full force and effect after the passage, approval, and publication or posting as provided by law.

PASSED AND APPROVED this _____ day of _____, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-40

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 3 R-2 RESIDENTIAL DISTRICT, SECTION 90-232 PERMITTED PRINCIPAL USES AND STRUCTURES; SECTION 90-234 PERMITTED CONDITIONAL USES; AND SECTION 90-238 HEIGHT AND AREA REGULATIONS; AND

DIVISION 4 R-3 RESIDENTIAL DISTRICT, SECTION 90-262 PERMITTED PRINCIPAL USES AND STRUCTURES; SECTION 90-264 PERMITTED CONDITIONAL USES; AND SECTION 90-268 HEIGHT AND AREA REGULATIONS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That the Planning Commission held a public hearing on August 5, 2013, regarding these amendments, and have recommended approval thereof subject to the following "Findings of Fact":

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

Section 2. That Chapter 90, Article IV Residential Districts, Division 3. R-2 Residential District, Section 90-232 Permitted Principal Uses and Structures, Section 90-234 Permitted Conditional Uses, and Section 90-238 Height and Area Regulations of the Wayne Municipal Code shall be amended as follows:

Sec. 90-232. Permitted principal uses and structures

The following shall be permitted as uses by right in an R-2 District:

1. Single-family dwellings;
2. Two-family dwellings;
3. **Townhouses**; ~~Multifamily dwellings, to a maximum of six units;~~
4. Public and private schools;
5. Public parks, buildings and grounds;
6. Community buildings owned and/or occupied by public agencies;
7. Child care homes; and
8. Manufactured homes for residential purposes, provided the home complies with all provisions of Section 90-711.

Sec. 90-234. Permitted conditional uses

A building or premises in an R-2 district may be used for the following in conformance with the prescribed conditions:

1. For a bed and breakfast guest home:
 - a. Parking as required in section 90-710.
 - b. Signs in conformance with section 90-713.
 - c. A maximum of four rooms or suites of rooms are made available for use as transient lodging.
 - d. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.
2. For a domestic shelter, the maximum number of occupants shall not exceed one person per 1,000 square feet of lot area.
3. **For a multi-family dwelling unit, to a maximum of six units:**
 1. **The maximum number of sleeping rooms shall not exceed one per 1,000 square feet of lot area.**
 2. **The front of the building facing the street shall include one of the following:**
 - a. **A door and eight (8) percent of the surface area covered with windows.**
 - b. **Ten (10) percent of the surface area covered with windows.**
 3. **The primary means of egress for the building shall not face a side yard.**
 4. **Twenty (20) percent of the lot must be maintained as landscaping which is not paved.**

Sec. 90-238. Height and area regulations

The maximum height and minimum area regulations in an R-2 district shall be as follows:

1. General requirements:

Area Regulations	Dwelling, Single-Family	Dwelling, Two-Family	Townhouse	Multifamily Dwellings	Other Permitted Uses
Lot Area (in sq. feet)	7,000	3,000 per family	3,000 per unit	3,000 per unit 1,000 per sleeping room	3,000
Lot Width (in feet)	60	30 per family	30 per unit	60	60
Required Front Yard (in feet)	25	25	25	25	25
Required Side Yard (in feet)	5	5 if party wall	5 if party wall	7	5
Required Rear Yard (in feet)	Smaller of 35' or 20% of lot	Smaller of 35' or 20% of lot			
Height (in feet)	35	35	35	35	35

2. The height of all structures shall be in conformance with the airport zoning regulations.
3. On cul-de-sac and loop streets, each lot shall have not less than 40 feet of frontage.
4. Adjustments to the front yard may be made in accordance with the provisions of Section 90-709.

Section 3. That Chapter 90, Article IV Residential Districts, Division 4. R-3 Residential District, Section 90-262 Permitted Principal Uses and Structures, Section 90-264 Permitted Conditional Uses, and Section 90-268 Height and Area Regulations of the Wayne Municipal Code shall be amended as follows:

Sec. 90-262. Permitted principal uses and structures

The following shall be permitted as uses in an R-2 District:

1. Single-family dwellings;
2. Two-family dwellings;
3. **Townhouses;** ~~Multiple family dwellings~~
4. Public and private schools;
5. Public parks, buildings and grounds;
6. Child care homes;
7. Community buildings owned and/or occupied by public agencies; and
8. Manufactured homes for residential purposes, provided the home complies with all provisions of section 90-711.

Sec. 90-264. Permitted conditional uses

A building or premises in an R-3 district may be used for the following in conformance with the prescribed conditions:

1. For a bed and breakfast guest home:
 - a. Parking as required in Section 90-710.
 - b. Signs in conformance with Section 90-713.
 - c. A maximum of four rooms or suites of rooms are made available for use as transient lodging.
 - d. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.
2. For a domestic shelter, the maximum number of occupants shall not exceed one person per 1,000 square feet of lot area.
3. **For a multi-family dwelling unit.**
 1. **The maximum number of sleeping rooms shall not exceed one per 500 square feet of lot area.**
 2. **The front of the building facing the street shall include one of the following:**
 - a. **A door and eight (8) percent of the surface area covered with windows.**
 - b. **Ten (10) percent of the surface area covered with windows.**
 3. **The primary means of egress for the building shall not face a side yard.**
 4. **Twenty (20) percent of the lot must be maintained as landscaping which is not paved.**

Sec. 90-268. Height and area regulations

The maximum height and minimum area regulations in an R-3 district shall be as follows:

1. General requirements:

Area Regulations	Dwelling, Single-Family	Dwelling, Two-Family	Townhouse	Multifamily Dwellings	Other Permitted Uses
Lot Area (in sq. feet)	5,500	2,750 per family	2,000 per unit	1,500 per unit 500 per sleeping room	3,000
Lot Width (in feet)	50	30 per family	25 per unit	50	-
Required Front Yard (in feet)	25	25	25	25	25
Required Side Yard (in feet)	5	5 if party wall	5 if party wall	5 if party wall	-
Required Rear Yard (in feet)	Smaller of 20' or 20% of lot	Smaller of 20' or 20% of lot			
Height (in feet)	35	35	35	35	35

2. The height of all structures shall be in conformance with the airport zoning regulations.
3. On cul-de-sac and loop streets, each lot shall have not less than 40 feet of frontage.
4. Adjustments to the front yard may be made in accordance with the provisions of Section 90-709.

Section 4. 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 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-34

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, SECTION 34-61 GROWTH PERMITTED; CONTROL AND MAINTENANCE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 34, Article II, Section 34-61 of the Wayne Municipal Code is amended to read as follows:

Sec. 34-61. Growth permitted; control and maintenance

- (a) It shall be the duty of each owner, **owner's** agent, **and** occupant ~~or person in possession, charge or control~~ of any lot, tract or parcel of land in the city to cut and remove from such lot, tract, or parcel of land, together with half of the abutting streets or alleys, ~~all weeds and other rank vegetation 12 inches in height or greater~~ **excessive growth of weeds, grasses or worthless vegetation**. Such ~~weeds and other rank growth of vegetation~~ **growth** shall be cut as close to the ground level as possible and shall be maintained as close to the ground level as possible throughout the period of May 1 to October 15 of each year. Growing or permitting the growing of weeds, **grasses, or vegetation** ~~or other rank growth of vegetation~~ in violation of this subsection is a nuisance and is prohibited.
- (b) It shall be unlawful for any owner, **owner's** agent **or** occupant ~~or person in possession, charge or control~~ of any premises described in subsection (a) of this section to allow to grow or to maintain any weeds, ~~or other rank growth of~~ **grasses, or worthless** vegetation 12 inches in height or greater. ~~so as to be injurious to the public health, declared to be noxious by the state, conducive to fires or combustion, or creating a nuisance.~~
- (c) The **City Administrator or his or her designee** ~~superintendent of public works~~ shall cause to be published in a legal newspaper of general circulation throughout the city for one time at least ten days before May 1, and on any other date designated by resolution of the council, a general notice to owners, **owner's** agents, **or** occupants ~~or persons in possession, charge or control~~ of real estate within the city to cut and remove **excessive** weeds, **grasses** and **worthless** vegetation **12 inches in height or greater** ~~and other rank growth of vegetation~~ from such premises. The notice shall specify that the weeds and other rank growth of vegetation shall be cut as close to the ground level as possible throughout the period of May 1 to October 15.
- (d) The **City Administrator or his or her designee** ~~public works superintendent~~ is authorized and empowered to notify, in writing, the owner, **or owner's** agent, **and** occupant ~~or person in possession, charge or control~~ of any such lot, place or area within the city to cut, destroy and remove any such weeds, **grasses or worthless vegetation 12 inches in height or greater** ~~or deleterious unhealthful growths, or other noxious matter, found growing, lying or~~ located on such property.

- (e) Such notice shall be ~~by United States mail, postage prepaid, addressed to such owner, agent, occupant or person at his last known address, or shall be served personally,~~ given by first class mail, and shall be conspicuously marked as to its importance. Within five days after receipt of such notice, the owner or occupant of the lot or piece of ground may request a hearing with the City to appeal the decision to abate or remove a nuisance by filing a written appeal with the office of the City Clerk. A hearing on the appeal shall be held within 14 days after the filing of the appeal and shall be conducted by the City Administrator. The City Administrator shall render a decision on the appeal within five business days after the conclusion of the hearing. If the appeal fails, the City may have such work done.
- (f) ~~If the owner or occupant of the lot or piece of ground does not request a hearing with the City, or upon the failure, neglect or refusal of any such owner, owner's agent, or occupant or person in possession so notified to cut, destroy and remove such weeds, grasses or worthless vegetation 12 inches in height or greater or deleterious unhealthful growths, or other noxious matter, growing, lying or located upon such property, within five days after receipt, personal service of written notice provided for in subsection (d) of this section, the City may have such work done. or within seven days after the mailing date of such notice, the public works superintendent is authorized and empowered to pay for the cutting, destroying and removal of such weeds, grass or deleterious unhealthful growths or other noxious matter, or to order the removal by the city.~~ The costs and expenses of any such work shall be paid by the owner. ~~of any such cutting, destroying or removing shall be at the expense of the owner, agent, occupant, or person in possession, charge or control of such property.~~
- (g) If the costs and expenses mentioned in subsection (f) of this section are ~~of cutting, destroying or removing weeds, and other rank growth of vegetation and costs of removing any refuse, debris or other obstructions to permit such cutting~~ unpaid for two months after such work is done, the City may either (i) levy and assess the costs and expenses of the work upon the lot or piece of ground so benefited in the same manner as other special taxes for improvements are levied and assessed or (ii) recover in a civil action the costs and expenses of the work upon the lot or piece of ground. ~~the city clerk shall certify to the county treasurer the amount of such expense; and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures. The county treasurer shall add such expense to and it shall become and form a part of the taxes on such land and shall bear interest at the same rate as taxes. Nothing contained in this section shall be construed to limit satisfaction of the obligation imposed by this section in whole or in part by tax foreclosure. The expense may be collected by suit instituted for the purpose as a debt due the city or by any other or additional remedy otherwise available. Amounts collected under this section shall be paid over to the city treasurer.~~

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

Section 3. This Ordinance shall be in full force and effect on September 6, 2013.

PASSED AND APPROVED this _____ day of _____, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-41

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE SECTION 78-135 RESTRICTED PARKING FROM 3:00 A.M. TO 5:30 A.M. ON CERTAIN STREETS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Section 78-135 of the Wayne Municipal Code be amended as follows:

(a) No person shall, at any time, park a vehicle between the hours of 3:00 a.m. and 5:30 a.m. upon any of the following streets or parts of streets:

- (1) Main Street from the north line of Clark Street north to the south line of Fifth Street.
- (2) First Street from the east line of Pearl Street east to the west line of Main Street.
- (3) Second Street from the east line of Pearl Street east to the west line of Logan Street.
- (4) Third Street from the east line of Pearl Street to the west line of Logan Street.
- (5) Fourth Street from the east line of Main Street east 150', to include terrace parking.
- (6) The north side of the centerline of East Tenth Street from the east line of Logan Street to the west line of Windom Street.**

Section 2. Any other ordinances or parts of ordinances in conflict herewith are repealed.

Section 3. This ordinance shall take effect and be in full force after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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Wayne State College

August 5, 2013

City Police Department
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

To whom it may concern;

On behalf of the Office of Student Activities at Wayne State College, I am writing to request a parade permit for the College's annual Wildcat Days (homecoming) Parade scheduled for Saturday, September 28, 2013.

We are requesting that Main Street between 1st Street and 12th Street be closed on September 28 for the parade. The parade line-up on 1st Street will begin at 7am with the parade beginning promptly at 9:30am. We anticipate the parade will conclude at approximately 11am.

The Wayne State Campus Security will assist the City Police Department with securing the parade route and the affected street crossings. Please contact me by email at bararit1@wsc.edu or by phone at 402-375-7323 if you have any questions or concerns regarding our request.

Thank you for your time and consideration. We look forward to working with the City Police Department to facilitate another eventful parade.

Respectfully,



Bart Carithers
Director of Student Activities

RESOLUTION NO. 2013-78

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

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1st Street to 12th Street on Saturday, September 28, 2013, from 9:00 a.m. to approximately 11:00 a.m. or until immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

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

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

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

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

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

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-79

A RESOLUTION ESTABLISHING A SCHEDULE OF ELECTRICAL RATES TO BE CHARGED CUSTOMERS FOR ENERGY AND POWER FROM THE ELECTRIC DISTRIBUTION SYSTEM OF THE CITY; TO REPEAL CONFLICTING RATES AND SCHEDULES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that pursuant to Section 82-83 (bb) Rates of the Wayne Municipal Code, the following schedule of rates to be charged customers for energy and power from the electric distribution system is hereby approved:

RATES:

Summer Rates:

The summer rates shall apply to the customer's use from the day meters are read for billing purposes in mid-May through the day meters are read for billing purposes in mid-September.

Winter Rates:

The winter rates shall apply to the customer's use from the day meters are read for billing purposes in mid-September through the day meters are read for billing purposes in mid-May.

Terms and Conditions:

1. Service will be furnished under the City's General Terms and Conditions.
2. The rates set forth herein may be increased by the amount of any new or increased governmental tax imposed and levied on transmission, distribution, production, or sale of electrical power.

SECTION I: RESIDENTIAL (ER)

A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month	\$10.99	\$11.80
Plus Energy Charge of:		
First 700 kWh, per kWh.....	\$.09565	\$.10840
Over 700 kWh, per kWh.....	\$.09755	\$.11230

B.	Monthly rate for Winter Period:		
		<u>NET</u>	
	Customer Service Charge, per month	\$10.99	\$11.80
	Plus Energy Charge of:		
	First 700 kWh, per kWh.....	\$.08621	\$.09280
	Over 700 kWh, per kWh.....	\$.04107	\$.04430

C. Minimum Monthly Bill:
The Customer Service Charge

SECTION II: GENERAL SERVICE (EC)

A.	Monthly rate for Summer Period:		
		<u>NET</u>	
	Customer Service Charge, per month	\$23.47	\$25.50
	Plus Energy Charge of:		
	First 1,300 kWh, per kWh.....	\$.09913	\$.1102
	Over 1,300 kWh, per kWh.....	\$.1029	\$.1150

B.	Monthly Rate for Winter Period:		
	Customer Service Charge, per month	\$23.47	\$25.50
	Plus Energy Charge of:		
	First 1,300 kWh, per kWh.....	\$.08973	\$.0957
	Over 1,300 kWh, per kWh.....	\$.04304	\$.0460

C. Minimum Monthly Bill:
The Customer Service Charge, and for special installations, \$1.00 per kVA of requested transformer capacity.

In case of equipment having abnormally low utilization factors or unusual operating characteristics, special minimum charges may be prescribed by the City.

SECTION III: GENERAL SERVICE DEMAND (GSD)

A.	Monthly rate for Summer Period:		
		<u>NET</u>	
	Customer Service Charge, per month		
	·Single phase	\$31.37	\$33.60
	·Three phase	\$38.65	\$41.35
	Demand Charge:		
	Per kW per month of billing demand.....	\$15.00	\$16.35

Plus Energy Charge of:
 For all usage, per kWh~~\$.05033~~ **\$.0564**

B. Monthly rate for Winter Period:

Customer Service Charge, per month
 ·Single phase~~\$31.37~~ **\$33.60**
 ·Three phase~~\$38.65~~ **\$41.35**

Demand Charge:
 Per kW per month of billing demand.....~~\$ 6.95~~ **\$7.00**

Plus Energy Charge of:
 For all usage, per kWh~~\$.05033~~ **\$.0564**

C. Minimum Monthly Bill:

Customer Service Charge, plus billing demand

D. Applicable: To any existing or new customers that have a peak demand of 50 kW for three consecutive months, but not exceeding 1,000 kW. For monitoring purposes, a demand meter may be installed by the City when the customer's demand is believed to exceed 25 kW. The customer will remain on this rate for a minimum of 12 months, once established.

E. Demand Meter: A demand meter may be installed by the City when the customer's demand is believed to exceed 25 kW. A demand meter shall be required for at least 12 months for customer's having metered demand of 100 kW or more.

F. Power Factor Adjustment: For loads of 100 kW or more, or at the option of the City for loads of less than 100 kW, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense. The adjusted measured demand then becomes a billing demand.

G. Billing Demand: The billing demand for any month shall be the adjusted measured demand, but not less than 60% of the highest summer month of the past 11 months.

- H. Primary Voltage Metering: Where service is taken under this rate schedule at a primary voltage, the following discounts shall apply.
- 4% of the total charge where metering is at primary voltage and transformers are owned by the customer.
 - 2% of the total charge where metering is at secondary voltage and transformers are owned by the customer.
 - 1% of the total charge where metering is at primary voltage and transformers are owned by the City.
- I. Applicable: All GSD customers will be reviewed annually in October to determine their status in this rate class. (Not applicable to resale, stored, or auxiliary service).

SECTION IV: SUPPLEMENTAL SERVICE (SS)

- A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month	\$58.35	\$64.00
Demand Charge:		
Per kW of billing demand	\$13.99	\$15.40
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.05472	\$.06140

- B. Monthly rate for Winter Period:

Customer Service Charge, per month	\$58.35	\$64.00
Demand Charge:		
Per kW of billing demand	\$7.58	\$8.15
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.05472	\$.06140

- C. Minimum Monthly Bill:

The Customer Service Charge, plus billing demand charges.

- D. Power Factor Adjustment: For loads of 500 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the average power factor is less than 90%. If the average power factor, as determined by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the average power factor, or at the City's option, the power factor may be corrected at the customer's expense. The adjusted measured demand then becomes the billing demand.

- E. Billing Demand: The billing demand for any month shall be the adjusted measured demand, but not less than 60% of the highest summer month of the past 11 months.
- F. Primary Voltage Metering: Where service is taken under this rate schedule at a primary voltage, the following discounts shall apply.
- 4% of the total charge where metering is at primary voltage and transformers are owned by the customer.
 - 2% of the total charge where metering is at secondary voltage and transformers are owned by the customer.
 - 1% of the total charge where metering is at primary voltage and transformers are owned by the City.

SECTION V: LARGE POWER (LP)

- A. Monthly rate for Summer Period:

	<u>NET</u>	
Customer Service Charge, per month	\$52.71	\$57.45
Demand Charge:		
Per kW of billing demand	\$17.57	\$19.15
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.04255	\$.0476

- B. Monthly rate for Winter Period:

Customer Service Charge, per month	\$52.71	\$57.45
Demand Charge:		
Per kW of billing demand	\$9.61	\$10.10
Plus Energy Charge, per kWh:		
For all usage, per kWh	\$.04255	\$.0476

- C. Minimum Bill:

The Customer Service Charge, plus billing demand charges.

- D. Power Factor Adjustment: For loads of 1,000 kW or more, or at the option of the City, power factor adjustments will be made in the billing demand, when the power factor, as determined by test, at the time of the customer's maximum use is less than 90%. If the power factor, as measured by the electric department, is lower than 90%, the monthly demand charge will be multiplied by the ratio 90% bears to the measured power factor, or at the City's option, the power factor may be corrected at the customer's expense. The adjusted measured demand then becomes a billing demand.

- E. Billing Demand: The billing demand for any month shall be the adjusted measured demand, but not less than 60% of the highest summer month of the past 11 months.
- F. Primary Voltage Metering: Where service is taken under this rate schedule at a primary voltage, the following discounts shall apply.
- 4% of the total charge where metering is at primary voltage and transformers are owned by the customer.
 - 2% of the total charge where metering is at secondary voltage and transformers are owned by the customer.
 - 1% of the total charge where metering is at primary voltage and transformers are owned by the City.
- G. Applicable: All LP customers will be reviewed annually in October to determine their status in this rate class. (Not applicable to resale, stand-by, or auxiliary service).

SECTION VI: MUNICIPAL SERVICE (CC)

- A. Monthly Rate:

All kWh, per kWh.....~~\$-09122~~ **\$.09487**

- B. Available:

To any customer meeting City criteria for service under this schedule, and to any electrical load in which the City has the sole investment and interest. This rate shall be applicable to street lighting.

SECTION VII: DUSK-TO-DAWN LIGHTING

- A. Monthly Rate:

1. For installation on an existing pole and connected to existing secondary conductors on each pole:

<u>Mercury Vapor Luminaire</u>	<u>High Pressure Sodium</u>	<u>Net</u>	
175 watt	100 watt	\$7.98 per unit	\$ 7.98
250 watt	150 watt	\$10.34 per unit	\$10.34
400 watt	200 or 250 watt	\$13.46 per unit	\$13.46
400 watt		\$18.12 per unit	\$18.12

2. Where an extension of existing overhead facilities is required, and where such extension is acceptable to the City, the monthly rate shall be increased as follows:

	<u>Net</u>	
· each additional pole installed and	\$1.70	\$1.70
each additional span of secondary	\$1.17	\$1.17
conductors installed		

3. For installation on decorative metal poles, including secondary wiring:

<u>Mercury Vapor Luminaire</u>	<u>High Pressure Sodium</u>	<u>Net</u>	
175 watt	100 or 150 watt	\$13.17 per unit	\$13.17
		9' to 11' poles	
175 watt	100 watt	\$18.26 per unit	\$18.26
		18' to 22' poles	
250 watt	150 or 200 watt	\$20.19 per unit	\$20.19
		18' to 22' poles	
400 watt	200 or 250 watt	\$22.54 per unit	\$22.54
	24' to 30' poles		
	400 watt	\$30.02 per unit	\$30.02
		30' to 40' poles	

SECTION VIII:
POWER PROCUREMENT COST ADJUSTMENT (PCA)

A. Power Procurement Cost Adjustment: All electrical usage in the Service Area may be subject to application of a Production Cost Adjustment (PCA). The rates, as defined above, include a Production Cost Base of ~~\$.06507~~ **.06700** (summer) and ~~\$.05638~~ **.05925** (winter).

Whenever the total monthly Production Cost exceeds, or is less than, the Production Cost Base, a Production Cost Adjustment may be included in the billing charges. The adjustment shall be calculated in accordance with the following formula and shall include a loss adjustment based upon the previous year's sales and purchases data.

$$PCA = \text{Actual Average Monthly Cost} \times (1 + \text{Loss Factor}) - \text{Base Cost}$$

Production costs shall include all costs of purchased power and energy. The Loss Factor shall be equal to the difference, expressed as a fraction, between net system energy purchased for the previous year and annual retail sales for the same period.

BE IT FURTHER RESOLVED that the electrical rates established by Resolutions No. 83-17, 89-6, 92-48, 95-16, 95-22, 99-41, 2001-51, 2003-9, 2004-3, 2005-97, 2007-5, 2009-23, 2009-104, 2010-98, and 2012-5 are hereby revoked, canceled, and annulled on the effective date of this Resolution, and the schedule of rates herein established and fixed shall continue until changed, revoked, or modified by resolution.

BE IT FURTHER RESOLVED that the amendments made herein shall be applicable with the billing statement received on or about September 1, 2013 (usage from mid-July through mid-August).

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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Water & Sewer Rate Information Sheets

City of Wayne



Randy Hellbusch

Office 1-800-842-8039

Cell 402-443-8535

Email: randy@nerwa.org

NEBRASKA RURAL WATER ASSOCIATION
 WATER RATE STUDY FOR CITY OF WAYNE 2013

NEBRASKA RURAL WATER ASSOCIATION

WATER RATE STUDY FOR CITY OF WAYNE

CURRENT RATE	Units	Cost per unit	Annual Revenue	PROPOSED Cost per unit	Annual Revenue
Water sold in city	214532	\$1.00	\$ 214,532.00	\$1.30	\$278,891.60
3/4" meters in city	2064	\$10.00	\$ 247,680.00	\$13.00	\$321,984.00
1" meters in city	121	\$14.56	\$ 21,141.12	\$18.75	\$27,225.00
1.25" meters in city	3	\$16.33	\$ 587.88	\$21.00	\$756.00
1.5" meters in city	23	\$23.52	\$ 6,491.52	\$30.25	\$8,349.00
2" meters in city	30	\$41.83	\$ 15,058.80	\$54.00	\$19,440.00
3" meters in city	10	\$94.11	\$ 11,293.20	\$121.50	\$14,580.00
4" meters in city	4	\$167.32	\$ 8,031.36	\$216.00	\$10,368.00
6" meters in city	1	\$376.47	\$ 4,517.64	\$485.50	\$5,826.00
Water sold in City			\$ 529,333.52		\$687,419.60
Water sold outside	10747	\$2.00	\$ 21,494.00	\$2.60	\$27,942.20
3/4" meters outside	45	\$15.88	\$ 8,575.20	\$20.50	\$11,070.00
1" meters outside	7	\$25.01	\$ 2,100.84	\$32.25	\$2,709.00
1.25 meters outside	1	\$32.67	\$ 392.04	\$42.00	\$504.00
2" meters outside	6	\$83.65	\$ 6,022.80	\$108.00	\$7,776.00
Water sold outside City			\$ 38,584.88		\$50,001.20
Annual Revenue			\$ 567,918.40		\$737,420.80

NEBRASKA RURAL WATER ASSOCIATION
WATER RATE STUDY FOR CITY OF WAYNE

EXPENSES	2009-2010	2010-2011	2011-2012	AVERAGE	PROPOSED
Personnel	\$ 154,983.00	\$ 146,045.00	\$ 157,743.00	\$ 152,923.67	\$ 152,923.00
Contract Services	\$ 52,739.00	\$ 66,222.00	\$ 87,104.00	\$ 68,688.33	\$ 68,688.33
Commodities	\$ 83,992.00	\$ 102,269.00	\$ 74,129.00	\$ 86,796.67	\$ 86,796.67
Payment in lieu of taxes	\$ 37,852.00	\$ 39,080.00	\$ 38,983.00	\$ 38,638.33	\$ 38,638.33
Depreciation	\$ 174,515.00	\$ 171,857.00	\$ 206,544.00	\$ 184,305.33	\$ 184,305.33
Debt Service	\$ 4,146.00	\$ 19,367.00	\$ 22,487.00	\$ 15,333.33	\$ 53,669.00
Sewer Transfer					\$ 150,000.00
EXPENSES	\$ 508,227.00	\$ 544,840.00	\$ 586,990.00	\$ 546,685.67	\$ 735,020.66
WATER SALES	\$ 554,960.80	\$ 544,280.74	\$ 632,767.48	\$ 577,336.34	\$ 737,420.00
PROFIT (LOSS)	\$ 46,733.80	\$ (559.26)	\$ 45,777.48	\$ 30,650.67	\$ 2,399.34

NEBRASKA RURAL WATER ASSOCIATION

SEWER RATE STUDY FOR CITY OF WAYNE

Current Rate

	Units	Cost per unit	Annual Revenue
Res. & 3/4" comm	1634	\$6.50	\$ 127,452.00
1" Comm	39	\$9.43	\$ 4,413.24
1.25" Comm	2	\$13.20	\$ 316.80
1.5" Comm	9	\$17.94	\$ 1,937.52
2" Comm	18	\$29.84	\$ 6,445.44
3" Comm	6	\$63.77	\$ 4,591.44
4" Comm	1	\$111.35	\$ 1,336.20
6" Comm	1	\$247.33	\$ 2,967.96
1,000 gals. Units sold inside	154,075	\$5.12	\$ 788,864.00
3/4" outside	45	\$13.00	\$ 7,020.00
1" outside	7	\$18.86	\$ 1,584.24
1.25" outside	1	\$26.40	\$ 316.80
2" outside	6	\$59.68	\$ 4,296.96
1,000 gals. Units sold outside	3,021	\$10.24	\$ 30,935.04
Annual Revenue			\$ 982,477.64

**NO CHANGE IN SEWER RATES
DUE TO \$150,000
BEING TRANSFERRED FROM WATER FUND**

NEBRASKA RURAL WATER ASSOCIATION
SEWER RATE STUDY FOR CITY OF WAYNE

EXPENSES	2009-2010	2010-2011	2011-2012	AVERAGE	PROPOSED
Personnel	\$ 152,066.00	\$ 145,138.00	\$ 155,210.00	\$ 150,804.67	\$ 150,804.67
Contract Services	\$ 86,730.00	\$ 93,990.00	\$ 226,464.00	\$ 135,728.00	\$ 135,728.00
Commodities	\$ 88,743.00	\$ 68,910.00	\$ 264,993.00	\$ 140,882.00	\$ 140,882.00
Payment in lieu of taxes	\$ 37,852.00	\$ 39,243.00	\$ 51,896.00	\$ 42,997.00	\$ 42,997.00
Depreciation	\$ 174,515.00	\$ 146,471.00	\$ 161,060.00	\$ 160,682.00	\$ 160,682.00
Debt Service	\$ 5,149.00	\$ 22,622.00	\$ 129,267.00	\$ 52,346.00	\$ 495,662.00
EXPENSES	\$ 545,055.00	\$ 516,374.00	\$ 988,890.00	\$ 683,439.67	\$ 1,126,755.67
SEWER SALES	\$ 736,241.00	\$ 955,787.00	\$ 1,062,774.00	\$ 918,267.33	\$ 982,477.64
Water Fund Transfer					\$ 150,000.00
TOTAL REVENUE					\$ 1,132,477.64
PROFIT (LOSS)	\$ 191,186.00	\$ 439,413.00	\$ 73,884.00	\$ 234,827.67	\$ 5,721.97

Residential Water Rates of Systems 2,000 to 6,000 population

SYSTEM	POP.	MIN.	PER 1,000 GAL
ASHLAND	2,262	\$15.00	\$1.75
AUBURN	3,217	\$17.90	\$4.12
AURORA	4,225	\$10.00	\$1.30
BROKEN BOW	3,503	\$11.50	\$1.15
FAIRBURY	3,200	\$14.00	\$1.27
GRETNA	4,012	\$9.00	\$1.90
KIMBALL	2,559	\$15.75	\$1.05
MADISON	2,367	\$15.00	\$1.25
MINDEN	2,856	\$17.00	\$0.95
ORD	2,269	\$7.00	\$0.95
ST. PAUL	2,218	\$35.00	\$1.35
WAVERLY	3,000	\$10.43	\$1.64
WEST POINT	3,660	\$11.19	\$1.40
OGALLALA	5,000	\$15.00	\$1.65
SCHUYLER	5,371	\$12.50	\$1.12
AVERAGE		\$14.42	\$1.52
Wayne	5,587	\$10.00	\$1.00
Wayne Proposed		\$13.00	\$1.30
LAUREL	964	\$ 9.00	\$1.40
WAKEFIELD	1,451	\$10.50	\$1.30

EXAMPLES OF NEW RATES VS. OLD RATES

CUSTOMER #1		Current Rate	New Rate
	usage		
Elec	1357	\$142.04	\$161.46
pca	0.016567	\$22.48	\$22.48
water	6800	\$16.80	\$21.84
sewer	11400	\$64.87	\$64.87
tax		\$16.00	\$17.59
		<u>\$262.19</u>	<u>\$288.24</u>

CUSTOMER #2		Current Rate	New Rate
	usage		
Elec	1898	\$194.81	\$222.22
pca	0.016567	\$31.44	\$31.44
water	12800	\$22.80	\$29.64
sewer	5750	\$35.94	\$35.94
tax		\$18.52	\$20.75
		<u>\$303.52</u>	<u>\$339.99</u>

CUSTOMER #3		Current Rate	New Rate
	usage		
Elec	1130	\$119.89	\$135.97
pca	0.016567	\$18.72	\$18.72
water	2000	\$12.00	\$15.60
sewer	1500	\$14.18	\$14.18
tax		\$10.71	\$11.99
		<u>\$175.50</u>	<u>\$196.46</u>

RESOLUTION NO. 2013-80

A RESOLUTION TO ESTABLISH RESIDENTIAL, COMMERCIAL AND SPECIAL USE WATER SERVICES AND USE RATES.

BE IT RESOLVED that the customer service charge shall be a minimum monthly amount based upon the customer's water meter size and the commodity, use rate shall be based upon the amount of water metered each month in thousands of gallons or parts thereof; and

BE IT FURTHER RESOLVED that rural customers shall be charged a customer service charge and commodity rate double the amount of customers in the City; and

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the following Water Service and Use Rates are established for all customers pursuant to the Wayne Municipal Code Section 82-156 (residential and commercial rates) and Section 82-160 (special use water rate):

1. Net Monthly Customer Service Charge

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside (Rural)</u>
3/4" or less	\$ 10.00 13.00	\$ 14.04 20.50
1	14.56 18.75	22.11 32.25
1 1/4	20.44 21.00	32.51 42.00
1 1/2	27.64 30.25	45.24 65.98
2	45.94 54.00	77.60 108.00
3	98.22 121.50	170.04 247.99
4	171.40 216.00	299.45 436.72
6	380.51 485.50	669.24 976.02

2. Net Monthly Commodity, Use Rate per Thousand Gallons

(a) Inside City	\$1.00 1.30
(b) Outside (Rural)	\$2.00 2.60

3. Withdrawal of Special Use Water from Hydrants

There shall be a combined charge of the minimum monthly customer service charge based upon the size of the water meter for connection and disconnection of the meter to allow withdrawal of special use water from a hydrant additional to the water metered and consumed.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after its passage, approval, and posting as required by law, and the rates provided herein shall be applicable with the billing statement received on or about September 1, 2013 (usage from mid-July through mid-August).

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA,

By: _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-81

A RESOLUTION ACCEPTING BID ON THE DEMOLITION AND REMOVAL OF THE STRUCTURES LOCATED AT 939 MAIN STREET AND 109 EAST 10TH STREET.

WHEREAS, two competitive bids on the demolition and removal of the structures located at 939 Main Street and 109 East 10th Street were received on August 15, 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the demolition and removal of the structures located at 939 Main Street and 109 East 10th Street, as submitted by the following contractor, is the best bid received.

<u>Bidder</u>	<u>Amount of Bid</u>
Milo Meyer Construction, Inc. 1002 Industrial Road Wayne, NE 68787	\$17,800.00

BE IT FURTHER RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the published notice, and attached hereto, be and the same is hereby accepted.

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



Robert Woehler & Sons Construction, Inc.
123 Fairgrounds Ave.
Wayne NE 68787

Phone: 402-375-3744
Fax: 402-833-5363

Bid Proposal For:

8/15/2013

City of Wayne
Attn: Betty McGuire, City Clerk
PO Box 8
Wayne NE 68787

Phone: 402-375-1733

Project: Razing of Structure Located at 939 Main St and 109 E. 10th Street

	Description	Estimated		Unit Cost	Sub Totals
		Unit	Quantity		
1	Razing of Structure Located at 939 Main St and 109 E. 10th Street	Lump	1	\$29,132.90	\$29,132.90
<hr/>					
Total Project Cost					\$29,132.90

Project was bid as Advertised, City is to remove all Hazards Material and provide an Enviromental clearance letter.

Schedule of work is to be reviewed, negotiated and approved by all parties or prices may change.

Owner is responsible for paying any city, engineering, compaction, inspection or Misc. fees.

Prices include Labor and Hauling away Debris and are good for 30 days. Material Cost will be billed as delivered and payment is due in 10 days. Monthly billings will reflect work completed as project progresses. Payments are due within 10 days of billing and final payment is due in full within 10 days of project completion.

I have read the proposal, have received an exact copy, and accept the proposal.
Please sign one copy and return.

Approved By: _____

Date: _____

Owner / Owner's Representative

Approved By: Bradley J. Woehler

Date: 8/15/13

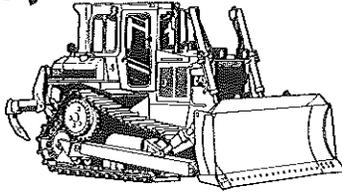
Bradley J Woehler Secretary

Robert Woehler & Sons Construction, Inc

Thank you for the opportunity to submit this proposal and we look forward to the possibility of working with you on this project. If you have any questions please call. 402-369-0049

B. J. Woehler

Milo Meyer Construction Inc.



1002 Industrial Road
Wayne, NE 68787
Office 402-375-3440

375-3440

Steve 402-369-0283 (Cell)
Mark 402-369-0284 (Cell)

Wayne, Nebraska

**DEMOLITION ESTIMATE
SUBMITTED TO:
THE CITY OF WAYNE**

Demolition for two structures at 939 Main Street and 109 East 10th Street

Bid Includes:

- a.) Remove both structures
- b.) Remove concrete and footings
- c.) Cap both sewer lines
- d.) Cost of performance and payment bond
- e.) Cost of adding City of Wayne as an additional insured
- f.) Cost of containers to Jackson landfill and disposal fees

Total Bid \$ 17,800.00

If you have any questions regarding this Bid, please contact Steve Meyer.

Steven B Meyer, President
Milo Meyer Construction, Inc.

RESOLUTION NO. 2013-82

A RESOLUTION DIRECTING CITY CLERK TO CERTIFY RAZING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON TAX LOT 22 (50X100 FT. TRACT) IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 111 FAIRGROUNDS AVENUE, WAYNE, NEBRASKA.

HEREAS, the City of Wayne has incurred costs associated with the razing of the property located at 111 Fairgrounds Avenue, Wayne, and legally described as Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska; and

WHEREAS, Section 18-241 of the Wayne Municipal Code states that if any owner of any building or structure fails, neglects, or refuses to comply with notice by or on behalf of the City to repair, rehabilitate, or demolish and remove a building or structure which is unsafe, or a public nuisance, or is in violation of the 2006 International Property Maintenance Code as adopted by Wayne Municipal Code, Sec. 18-242, the City may proceed with the work specified in the notice to the property owner; and

WHEREAS, Section 18-241 of the Wayne Municipal Code further states that the Council may levy the cost as a special assessment against the lot or real estate upon which the building or structure is located; which special assessment shall be a lien on the real estate and shall be collected in the manner provided for special assessments; or collect the cost from the owner of the building or structure and enforce the collection by civil action in any court of competent jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$14,633.50 in expenses incurred by the City of Wayne in the razing of the property referenced herein, and upon certification to the Wayne County Clerk and the Wayne County Treasurer, such expense shall become a lien on 111 Fairgrounds Avenue, Wayne, and legally described as Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, as a special assessment tax levied on the date of such certification.

BE IT FURTHER RESOLVED that the Wayne County Treasurer shall add such expense to and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes and to be collected as a special tax in the manner provided by law.

Passed and approved this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____

Mayor

ATTEST:

City Clerk

**CERTIFICATE OF UNPAID COSTS TO BE LEVIED
ON 111 FAIRGROUNDS AVENUE, LEGALLY DESCRIBED AS
TAX LOT 22 (50X100 FT. TRACT) IN THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18,
TOWNSHIP 26 NORTH, RANGE 4, EAST OF THE 6TH P.M.,
WAYNE COUNTY, NEBRASKA**

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

I, Betty A. McGuire, the undersigned duly qualified and acting City Clerk of the City of Wayne, Wayne County, Nebraska, by direction of the Mayor and Council of the City of Wayne, Nebraska, do hereby certify to the County Clerk/Register of Deeds and the Wayne County Treasurer for entry upon the real estate records the attached Resolution 2013-82, which was adopted on the 20th day of August, 2013.

WITNESS my hand and seal of office this 21st day of August, 2013.

City Clerk of the City of Wayne
Wayne County, Nebraska

(SEAL)

RESOLUTION NO. 2013-83

**A RESOLUTION APPROVING INTERLOCAL AGREEMENT FOR THE
ADVANCEMENT OF COMPRESSED NATURAL GAS AND ELECTRIC
VEHICLE INFRASTRUCTURE AND COMPRESSED NATURAL GAS
AND ELECTRIC VEHICLE USE.**

WHEREAS, the City of Wayne is desirous to enter into an interlocal agreement to participate in the advancement of compressed natural gas and electric vehicle infrastructure and compressed natural gas and electric vehicle use.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement, a copy of which is attached hereto, be approved as written, and the Mayor is authorized and directed to execute said Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA,
FOR THE ADVANCEMENT OF COMPRESSED NATURAL GAS and ELECTRIC VEHICLE
INFRASTRUCTURE AND COMPRESSED NATURAL GAS and ELECTRIC VEHICLE USE

THIS INTERLOCAL AGREEMENT is entered into between political subdivision of the State of Nebraska. Parties to this interlocal agreement may execute true and exact copies of this agreement on different dates, and the same shall have the effect of all parties executing a single document.

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Section 13-801 et seq. (ACT) authorizes any two or more public agencies to enter into interlocal agreements with one another for joint or cooperative action of any power or powers, privileges or authority exercised or capable of being exercised individually by such public agencies, and to cooperate in furtherance of such joint action with such powers, as such an Interlocal Agreement shall specify; and,

WHEREAS, this Agreement is entered into pursuant to Neb. Rev. Stat. § 13 801 et seq., as amended; and,

WHEREAS, it is in the best interest the parties to this interlocal agreement to participate in a the advancement of compressed natural gas and electric vehicle infrastructure and compressed natural gas and electric vehicle use; and

WHEREAS, the parties to this interlocal agreement mutually agree that an Interlocal Agreement would further the best interests of the parties and the citizens of said parties in effectively advancing compressed natural gas and electric vehicle infrastructure and compressed natural gas and electric vehicle use in the State of Nebraska; and,

WHEREAS, the Elected Body of _____ has reviewed this Agreement and authorizing the chairperson thereof to execute this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND EACH OF THE PARTIES INTENDING TO BE BOUND HEREBY, IT IS AGREED AS FOLLOWS:

1. Parties shall cooperate with each other and other public agencies on compressed natural gas and electric vehicle infrastructure and compressed natural gas and electric vehicle use project activities at the earliest practicable time to avoid delays and duplication of effort later, head off potential conflicts, and ensure that planning and project development decisions reflect environmental values.

2. Parties shall coordinate to reduce duplication between requirements under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and State and local planning and environmental review requirements, unless the agencies are specifically barred from doing so by applicable law.
3. Parties shall identify available grants and make joint application for such. Also, parties agree to provide required information for grant application(s).
4. Parties agree to provide a minimum of a 50/50 match as may be required by grants or up to \$15,000.
5. Parties agree to provide appropriate insurance coverage for all equipment and vehicles purchased or leased under this interlocal agreement.
6. Parties agree to provide information identifying potential impacts and mitigation issues in an combined method.
7. Each party to this Agreement shall hold the other harmless for any harm or injury whatsoever caused by any negligent or intentional act of that party.
8. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.
9. No real property shall be acquired under the terms of this Agreement and no party shall have a claim of right of ownership in the property of the other party.
10. Parties to this agreement shall have no authority to execute contracts or to make commitments on behalf of the other parties and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between parties.
11. This Agreement does not establish a separate legal entity and the administration of this Agreement shall be vested in the parties.
12. This Agreement may be terminated by any party and any time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the last date subscribed herein.

City of _____, NEBRASKA

Signed _____ Printed Name _____
Mayor

Dated this _____ day of _____, 2013

ATTEST:

(SEAL)

RESOLUTION NO. 2013-84

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF THE COMPREHENSIVE INVESTMENT AND STABILIZATION GRANT.

WHEREAS, the City of Wayne wishes to enter into a service/consultant agreement with NNEDD for the general administration of the Comprehensive Investment and Stabilization Grant; and

WHEREAS, the City of Wayne agrees to compensate NNEDD a sum \$1,000 to complete the General Administration Scope of Work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Service/Consultant Agreement with NNEDD for the general administration of the Comprehensive Investment and Stabilization Grant, that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
SERVICE/CONSULTANT AGREEMENT
FOR GENERAL ADMINISTRATION**

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

WITNESSES THAT:

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

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

WHEREAS, the City has been notified of CDBG funds reservation as a result of CDBG application 13-CIS-006 for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be the date on the written notice of approval from DED. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

3. Consideration

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

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

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

4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City and DED may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

a. Suspension. If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

1). Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

2). If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

3). In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

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

1). The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.

2). The consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.

3). The consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

c. Termination for Other Grounds. This contract may also be terminated in whole or in part:

1). By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.

2). If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

3). In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

4). The City may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

14. Executive Order 11246* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY)

15. Title VI of the Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

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

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

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative or his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6161, et.seq.)

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

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

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

20. Executive Order 11246, As Amended

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

21. Verification of Work Eligibility Status for New Employees.

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

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Consultant in performing this contract. The Consultant will be responsible to the Department for enforcing this requirement with Consultant's subcontractors.

A failure by the Consultant to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring Consultant to be in default on the contract.

22. Verification of Lawful Presence for Public Benefits Eligibility (as required of applicants benefited by this contract).

The Department of Economic Development is prohibited by state law (Neb. Rev. Stat. §4-108) from providing public benefits to a person not lawfully present in the United States.

Public benefits are statutorily defined broadly (see Neb. Rev. Stat. §4-109), with some exemptions from the verification of lawful presence requirement set forth in Neb. Rev. Stat. §4-110. For the purposes of this contract, the Department has determined the Consultant is, in the performance of Consultant's contractual duties, providing public benefits to individuals or households under the statutory definition of public benefits.

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Consultant shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract.

Such form serves as the applicant's attestation that he or she is a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act, 8 U.S.C. 1101 et seq. (as such federal statute existed on January 1, 2009, or as it may be subsequently amended). If the applicant attests they are a qualified alien, Consultant shall verify the applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Consultant shall:

- a. retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
- b. provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
- c. maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).

- d. provide a summary report to the Department of Economic Development, no later than December 31st each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31st each year.

23. Conflict of Interest

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

24. Audits and Inspections

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

25. Hold Harmless

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

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of one page.

Attachment #2, United States Citizenship Attestation Form, consisting of one page.

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

CITY OF WAYNE, NEBRASKA

BY _____

TITLE Mayor

DATE _____

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

BY _____

TITLE Executive Director

DATE _____

ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

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

- a) Ensure that the Grantee meets the requirements of all statutes, state rules, and federal regulations relevant to the project.
- b) Prepare special condition documents as outlined in the grant contract within the time frame stated in the grant contract in order to receive Release of Funds letter.
- c) Conduct an environmental review in accordance with the National Environmental Policy Act of 1969 over the course of the project.
- d) Ensure that the Grantee meets all federal and state requirements when procuring for professional services and construction services. This includes making sure that all required CDBG clauses are included within the contracts.
- e) Ensure that the Grantee has a solid understanding of the financial management requirements associated with the CDBG grant and that the Grantee has an appropriate financial management system in place.
- f) Provide for the accounting of funds and preparation of drawdowns.
- g) Prepare a master filing systems in accordance with state and federal regulations.
- h) Monitor all Davis Bacon labor standards over the course of the project (*if applicable*).
- i) Monitor all job creation requirements over the course of the project (*if applicable*).
- j) Ensure that all acquisition laws are followed over the course of the project (*if applicable*).
- k) Ensure that all relocation laws are followed over the course of the project (*if applicable*).
- l) Prepare and submit all reporting requirement to DED by deadlines.
- m) Prepare and submit all close out reporting requirement to DED by deadlines.
- n) Ensure that any and all monitoring issues are addressed and completed for grant closeout.
- o) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for pursuing loan collection if necessary as out lined in section 4.03 of the MOU. (*if applicable*).
- p) NENEDD ensures that the NDO (through the NENEDD/NED, Inc. Management Contract) is responsible for adhering to all CDBG statutory and regulatory requirements (*if applicable*).

ATTACHMENT 2

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	_____

	(first, middle, last)
SIGNATURE	_____
DATE	_____

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 13-CIS-006
[CFDA #14.228]**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department"), and the City of Wayne, Nebraska ("Grantee"), upon the date of signature by both parties.

RECITALS:

A. The Department has been designated by the United States Department of Housing and Urban Development ("HUD") to administer; and HUD has awarded the Department funds for; the Community Development Block Grant Program ("CDBG").

B. The Grantee has submitted, and the Department has approved, Grantee's application ("Application") which will undertake community development planning-related activities ("Project" or "Program") authorized under the Housing and Community Development Act of 1974, as amended ("HCDA" or "Act"), and as authorized under the federal regulations governing CDBG at 24 C.F.R. Part 570.

C. The authorized use of CDBG funds is premised upon, and conditioned on, the Grantee fulfilling a CDBG national objective as a result of the CDBG-assisted activity. Some of the specified national objectives in the Act (and in the CDBG regulations) are:

1. *Benefiting low-to-moderate income ("LMI") persons.*
 - a. Such LMI benefit national objective is usually satisfied in the context of planning projects by demonstrating the projects serve a primarily residential area having at least 51% LMI residents. This subcategory of LMI benefit is referred to as LMI Area Benefit.
 - b. Such LMI benefit national objective is sometimes satisfied in the context of planning projects by demonstrating the projects serve a limited clientele which qualifies as benefiting a presumed sufficient LMI group. This subcategory of LMI benefit is referred to as LMC Limited Clientele.
 - c. Such LMI benefit national objective is sometimes satisfied in the context of planning projects by demonstrating the projects serve to identify or determine the extent of the need for providing or improving permanent residential structures to be occupied by LMI households. The LMI benefit status for this purpose is based on households—not on persons. See 24 C.F.R. §570.483(b)(3). This subcategory of LMI benefit is referred to as LMI Housing.
2. *Activities which aid in the prevention or elimination of slums or blight.* A recognized subcategory of this national objective involves activities of only planning, related to a slum or blighted area. See 24 C.F.R. §570.483(c)(3). This subcategory of a national objective is referred to (in this contract) as SBA Planning.

D. As is agreed in §1.03 below, but also being cited here in the Recitals for emphasis, a failure to fulfill the national objective as a result of the CDBG-assisted activities will result in the disallowance of CDBG funding for the Project, and the Grantee will be required, under HUD CDBG regulations, to repay all CDBG funds to the Department.

E. This Recital provision is to formally memorialize in this contract (as opposed to such data simply being among the various Application materials, or among other administrative file materials, submitted by the Grantee) the national objective to be met, and in the case of an LMI national objective, the proposed LMI beneficiaries data established at the time of the approval of the Project and which is being used by the Department in ascertaining that the LMI national objective is proposed to be met by the Project. The national objective being utilized for the Project is:

LMI Area Benefit

The data for proposed beneficiaries is → 865 persons, of whom 550 (63.58%) are LMI persons.

AGREEMENT:

Premised on the Recitals above, and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG Funds.

The total amount of CDBG funds paid by the Department to the Grantee for allowable expenses incurred will not exceed \$10,000. Of that amount approved general administrative and audit expenses will not exceed \$1,000.

The grant will be used to fund the Project as detailed in the Application, which generally involves developing a written, multi-year comprehensive investment and stabilization plan that defines a series of specific desired outcomes, and strategies for achieving those outcomes ("Plan") for Wayne, Nebraska.

Part V (Compliance with Applicable Laws and Regulations) of this contract incorporates, as being applicable to this contract, all of the Department's administrative requirements which are contained in the *Nebraska Community Development Block Grant Program Administration Manual*. Those administrative requirements contain many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of administration expenses the Grantee is allowed, dependent on the Project's status.

Requests by the Grantee for reimbursement of project administration expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and

available to conduct administration of the project, at the time of each request for reimbursement of administration expenses, with this requirement applicable at all times through project completion (including final project reports). As a cross-reference, note that §2.09 requires a CDBG Certified Administrator to achieve the initial Release of Funds for the project.

To request payment of allowable expenses, the Grantee must submit a request for payment to the Department, in the manner and form prescribed from time to time by the Department, mailed to the Community and Rural Development Division, Department of Economic Development, 301 Centennial Mall South, P.O. Box 94666, Lincoln, Nebraska 68509-4666.

§1.02 Time of Performance.

The period covered under this contract will be 6 months from August 6, 2013. The termination date of this contract will be February 6, 2014. All of the required activities and services, except for administration and audit, will be completed by or before this date.

§1.03 National Objective Compliance—Failure Requiring Repayment by Grantee.

A failure to fulfill the national objective as a result of the CDBG-assisted activities will result in the disallowance of CDBG funding for the Project, and the Grantee will be required, under HUD CDBG regulations, to repay all CDBG funds to the Department.

§1.04 Final Plan Must be Submitted by Grantee.

The Grantee must submit to the Department, prior to closeout of this grant, two copies of the Plan resulting from the Project.

§1.05 Incorporation of RECITALS Paragraphs as Agreed Terms of Contract.

All provisions of paragraphs A, B, C, D, and E of the Recitals above are incorporated as agreed provisions of the contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 of this contract will not be released to the Grantee by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than October 6, 2013. The Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

§2.01 Grantee Information Sheet.

Completion, and submission to the Department, of the Department's Grantee Information Sheet.

§2.02 Environmental Review.

Documentation evidencing the Grantee's completion of its responsibilities for environmental review and decision making pertaining to the project, and its compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of Federal law as specified in 24 C.F.R. Part 58 which furthers the purposes of NEPA.

§2.03 Authorization to Request Funds Form.

Completion by the appropriate chief elected official of the Grantee, and submission to the Department, of the Department's Authorization to Request Funds form.

§2.04 Financial Management.

Documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.05 Procurement Standards.

Documentation evidencing adoption of procurement standards equivalent to those established in 24 C.F.R. §85.36 and in 24 C.F.R. §570.489. Procurement standards are explained in the CDBG Administration Manual published by the Department which can be found on the Department's website.

§2.06 Excessive Force Certification.

Documentation that the Grantee has adopted a policy to prohibit the use of excessive force by local law enforcement agencies against any individual engaged in nonviolent civil rights demonstrations.

§2.07 Fair Housing.

Documentation identifying the local fair housing contact for the Grantee, including the name and contact information. The Grantee must also submit a description of the actions Grantee will take during the course of the grant to fulfill the requirements to affirmatively further fair housing, and submit documentation demonstrating the actions that were actually taken. The requirement to submit documentation demonstrating the actions that were actually taken need not be submitted within the time frame for completion of the special conditions, but as required in §4.07, such documentation must be submitted prior to closeout of the grant. The Department's *Nebraska Community*

Development Block Grant Program Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 Implementation Schedule.

Completion, and submission to the Department, of the Nebraska CDBG Grantee Implementation Schedule form.

§2.09 CDBG Certified Administrator Required.

Documentation must be submitted to the Department identifying the CDBG Certified Administrator the Grantee will use for the Project. The Department's *Nebraska Community Development Block Grant Program Administration Manual* contains details about the certification process.

In addition to satisfying this special condition as a prerequisite for receiving a Notice of Release of Funds, Grantee should note as a cross-reference the contract provision in §1.01 providing that requests by the Grantee for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and available to conduct administration of the Project at the time of the request(s) for reimbursement.

§2.10 Other Special Conditions.

None.

PART III: SOURCES AND USES OF FUNDS.

§3.01 Sources and Uses of CDBG Funds for the Project are shown in the table below.

SOURCES→	CDBG	Other	TOTAL
USES (Activities)↓			
0630 Planning	\$9,000	\$3,000	\$12,000
0181 General Administration	\$1,000	\$0	\$1,000
TOTAL	\$10,000	\$3,000	\$13,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity, **which ratio is a further limitation upon the maximum authorized CDBG funds** which may be paid for each activity. The ratio is invoked as a limitation if the actual total costs of the activity are less than anticipated.

[An example illustrates this point: If the anticipated cost of an activity such as the acquisition of equipment was \$100,000, with \$40,000 to be from CDBG funds as the source, and \$60,000 to be from the Grantee as the source—but the actual cost of the machinery turned out to be \$90,000—then the 40% ratio limits CDBG funding to \$36,000, rather than the \$40,000 originally anticipated.]

- The proportionality (derived by computation, not expressly shown) of funding from all funding sources, for each activity and for the project in total. Disbursement of CDBG funds will be made only on a pro rata basis with all other funding sources, for each activity and for the project in total. CDBG funds will not be the first funds invested in the project—but rather—CDBG funds will flow into the project in proportion to all other funding sources.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e). The text of this regulation should be consulted for definitions and for other guidance concerning program income.

Program income generally means gross income received by the Grantee, or by a subrecipient of the Grantee, that was generated from the use of CDBG funds. Some exceptions to this general rule are detailed in 24 C.F.R. §570.489(e)(2). Program income includes, but is not limited to, the following:

- payments of principal and interest on loans made using CDBG funds.
- proceeds from the disposition (by sale or long-term lease) of real property purchased or improved with CDBG funds.
- proceeds from the disposition of equipment purchased with CDBG funds.
- interest earned on program income pending its disposition.
- interest earned on CDBG funds held in a revolving loan fund's cash balance interest-bearing account.

Program income received prior to the completion of the approved grant activities must be applied to those activities prior to requesting additional CDBG funds from the Department.

§4.02 Matching Requirements.

The Grantee agrees to provide matching and other leveraged funds for each approved activity in the amounts, ratios, and proportions set forth in §3.01 of this contract. Matching and other leveraged funds must be expended during the grant period.

Grantees are required to certify, with each request for CDBG funds, the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in §3.01 of this contract. The Grantee will be responsible for costs that exceed the total Project costs set forth in §3.01.

§4.03 Legal Authority; and Acceptance of Environmental Review Responsibility.

By signing this contract, the Grantee certifies that it possesses legal authority to accept CDBG funds, and to carryout the Project described in this contract; and that the Grantee's chief elected official:

- (a) Consents to assume the status of responsible Federal official and the responsibilities for environmental review and decision making under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and,
- (b) Is authorized and consents on behalf of the Grantee that they accept the jurisdiction of the Federal courts for the purpose of enforcement of their responsibilities as such responsible Federal official.

§4.04 Designation of Officials to Execute Contract and Amendments.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract, on behalf of the Department.

The Chief Elected Official of the Grantee is the official authorized to execute this contract and any amendments to this contract, on behalf of the Grantee.

The Grantee or the Department may request amendments to this contract. Amendments will not take effect until mutually agreed to in writing by both parties.

§4.05 Grantee Compliance with CDBG Regulations Generally, and Particularly Regarding Uniform Administrative Requirements.

The Grantee will comply with 24 C.F.R. Part 570, including particularly the Uniform Administrative Requirements set forth in 24 C.F.R. §570.502, or any reasonably equivalent procedures and requirements that the Department may prescribe.

§4.06 Record Keeping.

The Grantee agrees to keep such records as specified in 24 C.F.R. §570.506, *Records to be Maintained*, and any other records as the Department may reasonably require. The Grantee agrees to keep such records so as to allow the Department to perform a 24 C.F.R. §570.492, *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the project, will be retained by the Grantee for a period of ten (10) years after notification by the Department that the grant has been closed. If any claim, litigation, or audit is initiated before the expiration of the ten-year period, the records must be retained until all claims, litigation, or audits have been resolved.

The Department and duly authorized officials of the state and federal government will have full access to, and the right to examine, audit, excerpt and/or transcribe, any of the Grantee's records pertaining to all matters covered by this contract.

§4.07 Reports.

The Grantee will submit semiannual reports to the Department, in such form as the Department may prescribe, pertaining to the activities undertaken as a result of this contract. The Grantee will also be required to submit a final performance and financial report, in such form and within such times as the Department may prescribe, at the occasion of grant closeout.

As required in §1.04, the Grantee must also submit to the Department, prior to closeout of the grant, two copies of the Plan resulting from the Project.

Additionally, as referenced in §2.07, prior to grant closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing during the course of the grant.

§4.08 Audits.

Audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Office of Management and Budget (OMB) Circular A-133. Generally Accepted Government Auditing Standards (GAGAS) must be followed.

Audit costs are an allowable general administration cost subject to limitations established by the Act and the Department.

§4.09 Conflict of Interest.

The Grantee will comply with the conflict of interest prohibitions set forth for the CDBG program at 24 C.F.R. §570.489. In the event prohibited conflicts of interest arise, exceptions to the prohibition may be granted, on a case-by-case basis, by the Department. The procedures governing such exception requests are set forth in the Department's CDBG Administration Manual.

§4.10 Applicability to Subrecipients and Contractors.

The provisions of the contract will be made binding on any subrecipient or contractor of the Grantee, and the Grantee will remain fully obligated under the provisions of this contract.

§4.11 Waivers; and Assignment of Interest.

No conditions or provisions of this contract can be waived unless approved by the Department in writing. The Grantee will not assign or transfer any interest in this contract to any other party without the written consent of the Department.

§4.12 Non-Waiver of Rights.

The Department's failure to insist upon the strict performance of any provision of this contract, or failure to exercise any right based upon breach, will not constitute a waiver of any rights under this contract.

§4.13 Severability.

If any provision of this contract, or its application to any person or circumstances, is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

§4.14 Termination by Mutual Agreement.

This contract may be terminated in whole or in part, prior to the completion of contract project activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The parties must agree on the termination conditions, including effective date and the portion to be terminated.

The Grantee will not incur new obligations for the terminated portion after the effective date, and will cancel as many outstanding obligations as possible. The Department will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

§4.15 Termination for Cause.

In the event of a default or violation of the terms of this contract by the Grantee or failure to use the grant for only those purposes set forth, the Department may take the following actions (which are additional to other default remedies specified elsewhere in this contract):

- (a) Suspension. After notice to the Grantee, suspend the contract and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate.

(b) Termination. Terminate the contract in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the contract. The Department will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this contract up to the date of termination. The Grantee will return to the Department all unencumbered funds. Further, any costs previously paid by the Department which are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.16 Termination Due to Loss of Funds.

This contract will terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of funding or termination of the federal funds which permit it to fund this grant. In the event the Department suffers such a loss of funding, the Department will give the Grantee written notice which will set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding.

§4.17 State of Nebraska Non-Liability/Hold Harmless.

The Grantee will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Grantee itself, or by their officials, officers, employees, agents, or associates under this contract.

§4.18 Entire Agreement, Binding Effect, and Counterparts.

This instrument, along with any attachments, the approved grant application, and those items incorporated by reference, contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon, and will inure to the benefit of, the successors, assigns, and legal representatives of the parties.

This agreement, or any amendment of this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which taken together will constitute one agreement (or amendment, as the case may be).

§4.19 Governing Law.

This agreement shall be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of; the State of Nebraska.

§4.20 Verification of Work Eligibility Status for New Employees.

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

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Grantee in performing this contract. The Grantee will be responsible to the Department for enforcing this requirement with Grantee's subcontractors.

A failure by the Grantee to adhere to these requirements is violative of the statutory requirements in Neb. Rev. Stat. §4-114 and as such will be deemed a substantial breach of this contract which could result in the Department declaring Grantee to be in default on the contract.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Grantee agrees to comply with the Department's and HUD's administrative requirements for the CDBG program, and with the provisions of the Department's CDBG Application Guidelines applicable to the Project, and with all federal (and state) laws, regulations, and executive orders applicable to the CDBG-assisted Project, including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- The Davis-Bacon Act (and related acts).
- Lead-Based Paint Poisoning Prevention Act and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- the requirement in the HCDA to affirmatively further fair housing.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract and agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE→City of Wayne, Nebraska
By: _____ (Director or Designee)	By: _____ (Chief Elected Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	<u>47-6006407</u> (Federal Identification Number)

RESOLUTION NO. 2013-86

A RESOLUTION ACCEPTING BID AND AWARDING THE CONTRACT ON THE REMOVAL AND INSTALLATION OF THE EMERGENCY CIVIL DEFENSE SIREN PROJECT.

WHEREAS, one bid was received on September 26, 2011, on the "Removal and Installation of the Emergency Civil Defense Siren Project"; and

WHEREAS, the bid has been reviewed by City Staff; and

WHEREAS, City Staff is recommending that the contract be awarded to Schmader Electric in the amount of \$110,655.00; however, it is contingent upon the same being approved by the Federal Emergency Management Agency (FEMA) and the Nebraska Emergency Management Agency (NEMA).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Removal and Installation of the Emergency Civil Defense Siren Project", as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>	<u>Amount</u>
Schmader Electric West Point, NE 68788	\$110,655.00

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the contractor for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 20th day of August, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

12.

A. MATERIALS

<u>ITEM</u>	<u>QUANT</u>	<u>UNIT OF MEAS</u>	<u>COST PER UNIT</u>	<u>TOTAL COST</u>
2001-130 ELEC-MECH SIREN	5	EACH	\$ 7,052.00	\$ 35,260.00
DCFCBU CNTL, DC, ONE-WAY	5	EACH	\$ 4,323.00	\$ 21,615.00
2001TRBP TRFR RECTIFIER PLUS	5	EACH	\$ 1,628.00	\$ 8,140.00
GROUNDING PLANE	5	EACH	\$ 141.00	\$ 705.00
ANTENNA MNTG BRACKET	5	EACH	\$ 55.00	\$ 275.00
INSTALL KIT	5	EACH	\$ 1,444.00	\$ 7,220.00
55' CLASS II WOOD POLE	5	EACH	\$ 1,045.00	\$ 5,225.00
BATTERIES	20	EACH	\$ 141.00	\$ 2,820.00
CABLE	5	EACH	\$ 67.00	\$ 335.00
4" CHANNEL 60"	5	EACH	\$ 100.00	\$ 500.00

Total Material Costs \$ 82,095.00

LABOR

<u>ITEM</u>	<u>HOURS</u>	<u>RATE PER HOUR</u>	<u>TOTAL COST</u>
INSTALL LABOR	190	\$ 75.00	\$ 14,250.00
DIGGER TRUCK	25	\$ 14.00	\$ 350.00
SERVICE TRUCK	25	\$ 14.00	\$ 350.00
AUGER	5	\$ 450.00	\$ 2,250.00

Total Labor/Equip Costs \$ 17,200.00

Fees (All other costs)

<u>ITEMS</u>	<u>HOURS</u>	<u>RATE PER HOUR</u>	<u>TOTAL COST</u>
PERMIT	5	\$ 70.00	\$ 350.00
SHIPPING	5	\$ 648.00	\$ 3,240.00
REMOVAL OF SIRENS & POLES	4	\$ 1,029.00	\$ 5,145.00
REMOVAL OF 1ST & PEARL ON TOWER	1	\$ 2,625.00	\$ 2,625.00

Total Fees Cost \$ 11,360.00

TOTAL PROJECT PROPOSAL \$ **110,655.00**

Dale Schneider

Pres.

Schneider Electric

West Point, NE 68788

**Wayne Planning Commission Meeting Minutes
Monday, July 1, 2013**

Chair Pat Melena called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, July 1, 2013, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Mark Sorensen, Jeff Carstens, Breck Giese, Jessie Piper, Sharon Braun, Chair Pat Melena, and Inspector/Planner Joel Hansen. Absent: Jill Sweetland and Lee Brogie.

Motion was made by Commissioner Carstens and seconded by Commissioner Sorenson to approve the minutes for June 3, 2013, as presented. Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

Chair Melena read the Open Meetings Act and advised that anyone desiring to speak should limit themselves to three minutes and wait until being recognized by the Chair.

Motion was made by Commissioner Carstens and seconded by Commissioner Giese to approve the Blight and Substandard Determination Study for the area Referenced to as Downtown District Redevelopment Area, with the findings of fact being as stated in Resolution No. 2013-005, 1) The Planning Commission has reviewed the Study (a copy of which is attached to this resolution as Exhibit "A") as to its conformity with the general plan for the development of the City as a whole; and 2) The Planning Commission confirms that the area described in the study meets the definition of blighted and substandard as set forth in the Act; and 3) The Planning Commission makes no other recommendation with regard to such study; and 4) staff's recommendation. Chair Melena stated the motion and second. Roll call vote: Commissioner Sorensen – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Braun – **aye abstain**; and Chair Melena – aye. Chair Melena declared the motion carried unanimously, **with one abstain**.

Motion was made by Commissioner Carstens and seconded by Commissioner Sorenson to approve the Blight and Substandard Determination Study for the area Referenced to as the Central Redevelopment Area, with the findings of fact being as stated in Resolution No. 2013-006, 1) The Planning Commission has reviewed the Study (a copy of which is attached to this resolution as Exhibit "A") as to its conformity with the general plan for the development of the City as a whole; and 2) The Planning Commission confirms that the area described in the study meets the definition of blighted and substandard as set forth in the Act; and 3) The Planning Commission makes no other recommendation with regard to such study; and 4) staff's recommendation. Chair Melena stated the motion and second. Roll call vote: Commissioner Sorensen – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Braun – abstain; and Chair Melena – aye. Chair Melena declared the motion carried unanimously, with Commissioner Braun abstaining.

Motion was made by Commissioner Braun and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council for the Blight and Substandard Determination Study for the area Referenced to as South Windom Street, with the findings of fact being as stated in Resolution No. 2013-007, 1) The Planning Commission has reviewed the Study (a copy of which is attached to this resolution as Exhibit "A") as to its conformity with the general plan for the development of the City as a whole; and 2) The Planning Commission confirms that the area described in the study meets the definition of blighted and substandard as set forth in the Act; and 3) The Planning Commission makes no other recommendation with regard to such study; and 4) staff's recommendation. Chair Melena stated the motion and second. Roll call vote: Commissioner Sorensen – aye; Commissioner Carstens – aye; Commissioner Giese – abstain; Commissioner Piper – aye; Commissioner Braun – aye; and Chair Melena – aye. Chair Melena declared the motion carried unanimously, with Commissioner Giese abstaining.

Motion was made by Commissioner Sorenson and seconded by Commissioner Giese to forward a recommendation of denial to the City Council for the request to rezone the area described as: Part of SE ¼ of Section 6, Township 26 North, Range 4 East Described as Tax Lot 7 from A-2 Agricultural Residential to R-1 Residential. Chair Melena stated the motion and second. Roll call vote: Commissioner Sorenson – aye; Commissioner Carstens – nay; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Braun – nay; and Chair Melena – nay. Chair Melena declared that due to the 3-3 tie vote, the recommendation forwarded to the City Council will be no recommendation of approval or denial.

Motion was made by Commissioner Sorenson and seconded by Commissioner Carstens to forward the following recommendations to the City Council regarding the future use of the lagoon site: light industry, recreation, or a combination of both with a buffer between any industry area and recreation area. Chair Melena stated the motion and second. Roll call vote: Commissioner Sorenson – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Braun – aye; and Chair Melena – aye. Chair Melena declared the motion carried unanimously.

There being no further discussion, motion was made by Commissioner Carstens and seconded by Commissioner Braun to adjourn the meeting. All were in favor; motion carried unanimously; meeting was adjourned.