

**AGENDA  
CITY COUNCIL MEETING  
July 15, 2014**

**1. Approval of Minutes – July 1, 2014**

**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. Demonstration of New Police Car Cameras — Marlen Chinn, Police Chief**

**Background:** The old video tape system of cameras in the police cars was failing. We had enough funds budgeted to replace most of them with digital equipment, and Mike Pieper's office contributed enough funds to replace all of the equipment. The new equipment includes digital body microphones that record the officers' contacts with the public. I asked Marlen to show a brief demo of the quality of equipment we now have in place.

**4. Report to Council on LB840 Activity — Wes Blecke, Director of Wayne Area Economic Development**

**Background:** One of the requirements of the LB840 law is for the administrator of the LB840 Economic Development Plan to report the actions of the plan and the financial status to the City Council twice per year. This will be one of the required reports.

**5. Discussion of Request for the Community Public Safety Officials to meet and Discuss the need for an on-the-air presence for the Radio Station in an Emergency Event — Duane Schroeder**

**Background:** Duane requests this discussion item to ask the Council to invite KTCH and all of the community public safety players with responsibility for the public to get together in one place to find a way to assure KTCH is on the air at critical times to get the word out to the public.

**6. Action on Request to Consider Amending Wayne Municipal Code Section 22-113 Fireworks; Discharge from 8:00 a.m. to 11:00 p.m. June 25<sup>th</sup> – July 3<sup>rd</sup> to 8:00 a.m. to 8:00 p.m. June 25<sup>th</sup> – July 3<sup>rd</sup> — Verdel Lutt**

**Background:** Verdel has requested the Council to review the hours currently allowed for fireworks and to change the time period.

**7. Action to Pay Out Overtime, Vacation and Holiday Hours for the Police Department**

**Background:** Our current authorized Police Department certified staff level is eight officers. Three years ago, our certified officer level ranged between four and five officers. Our Standard Operation is 24/7/365 coverage with certified officers. To maintain that, required hiring outside part-time officers and a lot of overtime. We proposed to let the officers bank up to 168 hours of overtime and to allow unlimited holiday leave accumulation to be used later when we were fully staffed.

We began using some of that time last year while we were fully staffed. Now we are back to five certified officers and unable to grant time off and still cover 24 hours per day. A lot of unused vacation, holiday and overtime hours were accumulated and continue to increase in value as they are carried to future years to be paid out at higher wages.

In addition, we allow all city staff to accumulate up to 280 hours of accrued vacation leave. After 280 hours are accumulated, the employees simply do not earn any more vacation time until they use some. Those accrued hours also continue to increase in value as they are carried into future years if they are not used.

Attached are two spreadsheets showing accrued leave for the Police Department, with two proposals for paying down a portion of the accrued leave.

- The first alternative is \$68,055.84 to pay out all unused accrued holiday hours down to just two days worth for each department employee and to offer to pay out all accrued comp time. I suggest that we pay out the holiday hours, but offer the comp time as an option to each employee. I am not sure we can require the employees to accept a payout because the hours were accumulated under the terms of the FOP Agreement.
- The second alternative is the same as the first, but in addition, it would pay out all unused vacation time accrued down to 200 hours per employee.

**Recommendation:** Nancy and I would recommend the second alternative, but this is coming new to you and you may have variations to suggest or want more time to discuss.

**8. [Action to Approve Request for Qualifications for Engineering Consulting Services in Connection with the CIS Phase II Grant Funding for the City of Wayne](#)**

**Background:** The deadline for getting the work completed using the \$215,000 CIS grant and the matching city projects is next July. We will likely need the services of an engineering consultant for some of the projects. This will start the process of selecting a firm in accordance with the requirements of the grant. Attached is a “Sources and Uses of Funds” budget for how we are to use the grant funds.

**Recommendation:** Nancy and I recommend approval so we can begin the selection process.

**9. [Resolution 2014-58: Approving a Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for General Administration of the 13-CIS-106 Grant.](#)**

**Background:** The \$215,000 CIS grant provides some funding to pay the administrative costs to comply with federal funding rules and to be reimbursed.

This agreement would use Northeast Nebraska Economic Development District to do that work on a per hour basis not to exceed \$19,500.

Recommendation: Staff recommendation is to approve the agreement.

10. [Resolution 2014-59: Accepting Bid and Awarding Contract on the Hillside Drive Paving and Storm Sewer Improvement Project](#)

Background: This contract is to build the new Hillside Drive intersection extending across the highway south into the area where the Max Steakhouse will be built. The project engineer from JEO is reviewing the three bids received and will make a recommendation Tuesday evening.

11. [Resolution 2014-60: Authorizing the Borrowing of Funds \(\\$237,000\) from the City of Wayne Electric Fund for the LB840 Economic Development Plan](#)

Background: This is a cash flow action to fund the LB840 loans already approved. This will be paid back at 3% interest, through loan repayments, to the Electric Fund cash reserve.

Recommendation: This action is required by Council to authorize the transfer of funds for loans already approved.

12. [Resolution 2014-61: Ordering the Construction of Sidewalk on \(505 Tomar Drive\)](#)

Background: City code calls for sidewalks to be constructed and maintained in residential and commercial areas. The sidewalk at this location was to be completed last year, but it was not. This notice will start the notice process.

13. [Ordinance 2014-24: Amending Wayne Municipal Code by Adding Section 90-432 Permitted Conditional Uses in the B-3 Neighborhood Commercial District](#)

Background: This request was made by a contractor who wants to demolish an older large apartment building on 10<sup>th</sup> Street and replace it with a new apartment building/complex. A photo of the existing building and a rendering of the proposed new construction will be emailed to you before the Council meeting.

Recommendation: The recommendation of the Planning Commission, after their hearing, was to make no change at this time.

14. [Action to Appoint Community Citizen Committee to make a Recommendation on Repair or Replacement of Hank Overin Field Grandstand](#)

Background: The city's insurance carrier has examined the damage to the grandstand and determined that they will provide sufficient coverage to: 1) renovate the existing grandstand and bring it up to current codes, or 2) demolish and replace the existing building with a new building that meets current codes. The Mayor is suggesting time to allow for community input into the options available to the Council and is ready to appoint a group to do that.

15. Action to Appoint City Administrator as Acting Superintendent of Public Works & Utilities

**Background:** The position of Superintendent of Public Works & Utilities is referenced in numerous places in our City Code. This position is specifically referenced in some of the code enforcement procedures. I am currently serving in this capacity. In order to have a complete chain of enforcement notices and actions, this action would clarify my enforcement actions and follow the wording and intent of the code in the event of a court challenge.

16. Action to Set Budget Work Session Dates – August 5<sup>th</sup> and 12<sup>th</sup>

17. Adjourn

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

July 1, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, July 1, 2014, at 5:30 o'clock P.M. Council President Jill Brodersen called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Nick Muir, Kaki Ley, and Matt Eischeid; City Attorney Eric Knutson; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Mayor Ken Chamberlain and Councilmember Jennifer Sievers.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 19, 2014, 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 Muir, whereas, the Clerk has prepared copies of the Minutes of the meeting of June 17, 2014, 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. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**CORRECTIONS TO CLAIMS LIST:**

5/20/14 DELETE CLAUSSEN FABRICATION, SE, 140.00

6/3/14 DELETE JEO, SE, 6376.25

**VARIOUS FUNDS:** CITY EMPLOYEE, RE, 1126.59; AMAZON.COM, SU, 504.65; AMERITAS, SE, 2084.15; APPEARA, SE, 151.59; ARNIE'S FORD-MERCURY, SE, 1809.07; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, FE, 120.00; BIG STONE TRANSPORTATION, SU, 4321.35; BLACK HILLS ENERGY, SE, 264.22; BOMGAARS, SU, 27.96; CITY EMPLOYEE, RE, 748.86; BROWN PLUMBING, SU,

65.00; BSN SPORTS, SU, 694.25; CARHART LUMBER, SU, 144.89; CHILD SUPPORT, RE, 100.00; CITY EMPLOYEE, RE, 109.40; CITIZENS STATE BANK, RE, 9838.94; CITY OF SOUTH SIOUX CITY, RE, 200.74; CITY OF WAYNE, RE, 450.00; CITY OF WAYNE, RE, 1100.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, PY, 70487.81; CITY OF WAYNE, RE, 452.07; CLAUSEN AIR, SE, 140.00; CLAUSSEN & SONS IRRIG., SE, 401.85; COMMUNITY HEALTH, RE, 4.00; COOPORTUNITY HEALTH, SE, 732.04; DALE PAULSON, RE, 17590.71; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL, SE, 1990.81; ECHO GROUP, SU, 237.60; CITY EMPLOYEE, RE, 44.88; FASTENAL, SU, 15.78; FIRST CONCORD GROUP, SE, 3271.64; FLOOR MAINTENANCE, SU, 24.30; FOURTH GENERATION FAMILY, RE, 15234.39; GALE GROUP, SU, 94.21; GAYLORD BROS, SU, 84.89; GERHOLD CONCRETE, SU, 1859.69; HAROLD THOMPSON, RE, 520.00; HASEMANN FUNERAL HOME, RE, 251.98; HAUFF MID-AMERICAN SPORTS, SU, 98.70; HD SUPPLY WATERWORKS SU, 3046.50; HEARTLAND FIRE PROTECTION, SE, 47.44; HEARTLAND NATURAL GAS, SE, 191.45; HILLYARD/SIOUX FALLS, SU, 799.80; HOMETOWN LEASING, SE, 259.98; ICMA, SE, 6821.29; INNOVATIVE PROTECTIVES, SU, 1800.00; IRS, TX, 25437.43; ISLAND SPRINKLER SUPPLY, SE, 10314.78; JEO CONSULTING GROUP, SE, 6156.75; CITY EMPLOYEE, RE, 1399.43; KLEIN ELECTRIC, SE, 8409.00; KRIZ-DAVIS, SE, 935.33; MATT PARROTT AND SONS, SU, 734.00; MES-MIDAM, SU, 538.13; MSC INDUSTRIAL, SU, 303.69; MUNICIPAL SUPPLY, SU, 2573.98; N.E. NEB ECONOMIC DEV DIS, FE, 25.00; CITY EMPLOYEE, RE, 182.89; NE DEPT OF REVENUE, TX, 3600.78; NE NEB INS AGENCY, SE, 70555.00; NE POWER REVIEW BOARD, SE, 697.71; NPPD, SE, 277518.32; NORFOLK IMPLEMENT, SU, 64.55; ODEYS, SE, 35000.00; OVERHEAD DOOR, SE, 121.65; PIEPER & MILLER, SE, 111299.89; PROGRESSIVE PROPERTIES, SE, 108646.00; QUALITY FOODS, SE, 407.00; SCOTT HASEMANN, RE, 500.00; STADIUM SPORTING GOODS, SU, 608.00; TRANS-IOWA EQUIPMENT, SU, 54.43; CITY EMPLOYEE, RE, 56.39; TYLER TECHNOLOGIES, FE, 200.00; UTILITIES SECTION, FE, 2008.00; VERIZON, SE, 72.75; WAYNE COUNTY COURT, RE, 100.00; WAYNE HOSPITALITY, RE, 23766.14; CITY EMPLOYEE, RE, 698.78; WINNING FINISH, SE, 378.08; AMERICAN BROADBAND, SE, 2533.42; ARNIE'S FORD-MERCURY, SE, 1259.15; CENTURLINK, SE, 313.51; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 30.00; CONNECTING POINT, SE, 1533.75; DUTTON-LAINSON, SU, 380.85; EASYPERMIT POSTAGE, SU, 1763.37; ECHO GROUP, SU, 1741.69; ELECTRIC FIXTURE, SU, 98.31; FLOOR MAINTENANCE, SU, 18.00; FREDRICKSON OIL, SE, 40.00; GILL HAULING, SE, 155.00; GROSSENBURG IMPLEMENT, SU, 1425.12; HAWKINS, INC, SU, 1255.20; HEWLETT-PACKARD, SU, 1605.19; KRIZ-DAVIS, SU, 590.79; LEAGUE OF NEBRASKA, FE, 1107.00; MARCO, SE, 126.36; N.E. NEB ECONOMIC DEV DIS, SE, 300.00; CITY EMPLOYEE, RE, 23.53; CITY EMPLOYEE, RE, 82.24; NNPPD, SE, 3811.00; PIEPER & MILLER, SE, 3452.00; QUILL, SU, 403.57; RURAL & SMALL LIBRARIES, FE, 19.00; SIOUXLAND TURF PRODUCTS, SU, 396.00; VIAERO, SE, 257.97; WASTEWATER SERVICES, FE, 175.00; WAED, RE, 14433.32; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, RE, 48.00; WAYNE RENTALS, RE,

250000.00; WESCO, SU, 12530.15; WIGMAN, SU, 531.53; WISNER WEST, SU, 1239.32

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

Council President Brodersen advised the public that a copy of the Open Meetings Act was located on the south wall of the City Auditorium and was available for public inspection. In addition, she advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Eischeid introduced Ordinance No. 2014-15, and moved for approval of the third and final reading thereof; Councilmember Ley seconded.

#### ORDINANCE NO. 2014-15

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Council President Brodersen stated the time was at hand for the public hearing regarding the application for a Retail Class B Liquor License for GCSR, LLC d/b/a “Dollar Plus.”

Gurkin Ozenci, the owner of Dollar Plus, was present to answer questions.

City Clerk McGuire had not received any comments for or against this public hearing. A Class B Liquor License is for “off sale beer only.”

There being no further comments, Council President Brodersen closed the public hearing.

Councilmember Giese introduced Resolution No. 2014-55 and moved for its approval; Councilmember Greve seconded.

#### RESOLUTION NO. 2014-55

A RESOLUTION APPROVING APPLICATION FOR RETAIL CLASS B LIQUOR LICENSE — GCSR, LLC, D/B/A “DOLLAR PLUS.”

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

Council President Brodersen stated that it was now past 5:30 p.m., at which time a public hearing was to be held to obtain public comment prior to the consideration of a Resolution approving a redevelopment plan for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”) for the following real estate:

Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska.

The notice of the public hearing was published in the Wayne Herald on June 12 and 19, 2014, and was mailed by United States Certified Mail, return receipt requested, sufficient postage affixed, to all parties required by Section 18-2115 of the Act. The

Council President opened the public hearing and invited all interested persons to be heard.

All persons desiring to be heard having been heard, the Council President closed the public hearing. No one was present to speak.

The amount of tax increment financing for Ken Jorgensen will be \$210,000.

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

Councilmember Eischeid introduced Resolution No. 2014-56 and moved for its approval; Councilmember Muir seconded the motion.

#### RESOLUTION NO. 2014-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, APPROVING A REDEVELOPMENT PLAN AS CONTAINED IN A REDEVELOPMENT CONTRACT; MAKING FINDINGS WITH REGARD TO SUCH PLAN AND APPROVING OTHER ACTION THEREON.

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

An update was given regarding the LB840 Fund. Nancy Braden, Finance Director, advised the Council that this year the City has loaned out \$721,000 out of a \$3.2 million dollar block of funds that is to be collected over a period of 15 years. With the loans we have borrowed, the interest we have payable, and the commitments we have made (totals approximately \$2.8 million), we are left with about \$370,000 in LB840 monies. Part of the commitment is \$259,000 for tornado relief. If we unallocate that amount, the remaining amount left to loan out would increase to \$629,000.

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, Rodney Hefti, d/b/a Hefti Trucking, requested a \$50,000.00 loan. These funds will be used to rebuild a building destroyed by the October 4, 2013, tornado. The recommendation of the LB840 Committee is to approve the \$50,000 loan, with the terms of the loan requested being a fifteen year note at 0% interest.

Rodney Hefti was present to answer questions.

Councilmember Muir made a motion, which was seconded by Councilmember Ley, approving the recommendation of the LB840 Sales Tax Advisory Committee to approve the \$50,000 loan to be used to rebuild a building destroyed by the October 4, 2013, tornado, with the terms being a fifteen year note at 0% interest. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

The following Resolution would approve an agreement with JEO Consulting Group for engineering services on the proposed Aquatic Center in Wayne. The fee to complete said services provided for in the proposal shall be billed on an hourly basis not to exceed a maximum amount of \$19,500.

Roger Protzman of JEO Consulting Group was present to answer questions.

Councilmember Giese introduced Resolution No. 2014-57 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2014-57

A RESOLUTION ACCEPTING AND APPROVING THE PROPOSAL WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES RELATING TO THE CONCEPTUAL PHASE FOR THE AQUATIC CENTER PROJECT.

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

The Wayne Aquatic Center Committee has asked Council to consider setting a special meeting date to discuss the pool design and fundraising efforts.

Councilmember Ley made a motion, which was seconded by Council President Brodersen, setting Tuesday, July 22, 2014, at 5:30 p.m. as the date to meet with the Wayne Aquatic Center Committee in the north meeting room of the City Auditorium. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to adjourn the meeting. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who was absent, the Council President declared the motion carried and the meeting adjourned at 6:19 p.m.

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## CLAIMS LISTING JULY 15, 2014

ALL-AMERICAN PUBLISHING	THANK YOU ADVERTISING	294.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,093.43
APPEARA	TOWELS, MATS, ETC SR. CENTER	160.39
ARCADIAN MARKSMANSHIP	MEMBERSHIP FEE-GUN RANGE	100.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
BARONE SECURITY SYSTEMS	MONITORING SERVICE CITY HALL	1,080.00
BATTERIES PLUS	BATTERIES	8.64
BOMGAARS	BATTERIES, COUPLING, WIRE, BLADES ETC	1,107.34
CITY EMPLOYEE	HEALTH REIMBURSEMENT	72.00
BROWN SUPPLY CO	BALL CORP, COUPLINGS NUTS	904.22
BSN SPORTS, INC	SOFTBALLS	533.95
CHARTWELLS	MEALS - SR CENTER	6,325.44
CHILD SUPPORT	PAYROLL DEDUCTION	100.00
CITY OF NORFOLK	INSPECTION OF TRAILER	136.06
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING DEPOSIT REFUNDS	850.00
CITY OF WAYNE	HEALTH REIMBURSEMENT	18.02
CITY OF WAYNE	PAYROLL	69,453.10
CLEAN TO A T	JUNE CLEANING SERVICES	1,300.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
DIVISION 15 SALES	HOT WATER PUMP - CAC	419.63
DOUGLAS CO COURT	BOND	74.00
DUTTON-LAINSON COMPANY	CENTRON METERS	2,227.56
EAKES OFFICE PLUS	CAC - COPY CHARGES	81.95
ECHO GROUP INC JESCO	PLUG, BUSHING & LED LIGHTS	155.65
ED. M FELD EQUIPMENT CO	HOSE REPAIRS	26.58
ELECTRICAL ENGINEERING & FIREGUARD INC.	FUSE	187.52
FREDRICKSON OIL CO	WORK LIGHT KIT	266.68
GERHOLD CONCRETE CO INC.	SKID LOADER FLAT	38.67
GODFATHER PIZZA	CONCRETE	66.75
GROSSENBURG IMPLEMENT INC	PIZZA TORNADO RELIEF	98.00
H.K. SCHOLZ COMPANY	REPAIR PARTS	12.37
CITY EMPLOYEE	BATTERY CHARGER & INSTALLATION	4,349.43
HARDING & SHULTZ P.C.	CLOTHING REIMBURSEMENT	44.87
HUBER TECHNOLOGY INC	FOP CONTRACT	265.00
ICMA RETIREMENT	SCREWS, WASHERS, NUTS, CLAMPS	255.00
INDUSTRIAL CHEM LABS	RETIREMENT	6,817.17
IRS	LIFT STATION DEGREASER	1,132.11
ISLAND SPRINKLER SUPPLY	FEDERAL WITHHOLDING	25,425.35
JASON CAROLLO	PVC REDUCING TEE	77.22
KLEIN ELECTRIC	LAWN SERVICE	140.00
KTCH AM/FM RADIO	BORE 3-2" DUCT-MAX STEAKHOUSE	6,722.00
LANGEMEIER, WAYNE	AQUATIC SURVEY & ELECTRIC ADS	1,637.40
MAXIMUM SOLUTIONS, INC.	MOWING	150.00
	MEMBERSHIP CARDS	376.50

MCCORMICK DRAIN SERVICE	POLICE - SINK DRAIN CABLED	70.00
MIDWEST LABORATORIES, INC	TESTING SERVICE	261.40
MODRELL, CECILIA	INTERPRETER SERVICES	140.00
NE CODE OFFICIAL ASSOC.	REGISTRATION FEE	130.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,561.65
NE STATE TREASURER	TRANSFER UNCLAIMED PROPERTY	1,331.31
N.E.NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	59.24
OAKSTONE PUBLICATIONS	TOP HEALTH	138.60
ODEYS INC	END-SPIKE & SPIKE HOME PLATE	137.65
ONE CALL CONCEPTS, INC	ONE CALL LOCATES	100.15
PITNEY BOWES	POSTAGE METER SUPPLIES	80.74
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,161.76
SPARKLING KLEAN	JANITORIAL SERVICES & SUPPLIES	2,666.76
STADIUM SPORTING GOODS	T-SHIRTS FOR BASEBALL/SOFTBALL	89.00
STALP GRAVEL INC	GRAVEL	1,186.12
STANDARD & POOR'S	CUSIP MAINTENANCE FEE	100.00
STATE NEBRASKA BANK	JUNE ACH FEES	63.44
STATE NEBRASKA BANK-PETTY	PETTY CASH	488.92
TAK, INC	POLICE UNIFORM CLEANING	84.00
TATE NELSON	ENERGY INCENTIVE	500.00
UNITED WAY	PAYROLL DEDUCTIONS	12.40
VAKOC BUILDER'S RESOURCE	TILE	53.76
WASTE CONNECTIONS	SANITATION SERVICES	73.36
WAYNE AREA ECONOMIC DEVEL	CHICKEN SHOW CONTRIBUTION	1,000.00
WAYNE COUNTY CLERK	FILING FEES	180.00
WAYNE COUNTY COURT	BOND	400.00
WAYNE FIREWORKS COMMITTEE	FIREWORKS DONATION	2,000.00
WAYNE GROCERY LLC	LUBE OIL FOR WATER VALVE	9.15
WAYNE HERALD	LED ADVERTISEMENTS	1,664.06
WAYNE ROTARY	ROTARY DUES - BRADEN	160.00
WAYNE VETERINARY CLINIC	IMPOUND DOGS	112.00
WESTERN AREA POWER ADMIN	PURCHASE OF POWER	32,959.57
WHITE DOG LAWN SERVICE	MOWING SERVICE	95.00
ZACH HEATING & COOLING	AC REPAIRS, FILTER DRYER VALVE	754.41

**6-Month Report to the Wayne City Council**  
 LB 840 Funds Committed (as of 07/1/14)

<u>Applicant</u>	<u>Amount</u>	<u>Type of funding</u>	<u>Purpose</u>	<u>Committee review</u>
Digital Blue	\$ 30,600.00	performance based loan	relocation/expansion	5/27/2009
Louis and Jevonah Benscoter	\$ 36,000.00	performance based loan	land development	8/13/2009
Interactive Impact	\$ 30,000.00	performance based loan	intellectual property development	8/13/2009
Jim Milliken (Godfathers)	a \$ 2,500.00	grant	parking lot (rain garden)	10/8/2009
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	11/12/2009
Wayne Area Economic Development (Project Majestic)	\$ 200,000.00	grant	theater renovation/remodel	11/12/2009
Wayne Veterans Memorial Project	b \$ 72,686.00	grant	memorial completion	2/11/2010
Farmers Market and Community Garden	c \$ 2,750.00	grant	marketing	4/15/2010
Wayne Hospitality Group LLC	d \$ 250,000.00	grant	hotel project	10/19/2010
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	12/21/2010
City of Wayne	j \$ 13,285.00	grant	water/sewer for Western Ridge III	8/1/2011
Windom Ridge	\$ 5,000.00	grant	housing study targeting 55+	8/11/2011
Miss Mollys Coffee Company	\$ 30,000.00	performance based loan	purchase buildng/new coffee shop	10/13/2011
Wayne Area Economic Development on behalf of WCNGC	i \$ 250,000.00 [info only]	loan guarantee	compressed natural gas car	10/13/2011; 07/12/12
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/7/2011
Wayne Community Theater	g \$ 5,000.00	grant	overhead doors replaced	12/8/2011
Wayne Area Economic Development (Chicken Show)	\$ 12,050.00	grant	marketing for Wayne Chicken Show	3/8/2012
Rainbow World Child Care Center	\$ 25,000.00	grant	facility addition	10/11/2012
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/8/2012
City of Wayne	\$ 17,500.00	grant	water/sewer for Western Ridge III	1/10/2013
Wreidt Properties	\$ 33,000.00	grant	trailer relocation	2/14/2013
Angel Village	\$ 240,000.00	performance based loan	senior village; common space	2/14/2013
City of Wayne	m \$ 30,000.00	grant	Welcome to Wayne signs (4)	11/14/2013
Wayne Area Economic Development	\$ 5,000.00	grant	general administration	12/12/2013
NAPA - Wayne	\$ 25,000.00	performance based loan	to rebuild; require annexation	1/9/2014
Darrin Barner (WSC Rugby)	n \$ 1,600.00 [info only]	grant	to replace goal post pads	1/9/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	performance based loan	build a bar and grill/package liquor	4/10/2014
<i>Subtotal of "grant"</i>	\$ 1,220,371.00	38.14%		
City of Wayne	f \$ 7,132.00	zero percent loan	housing downpayment match	10/8/2009
Jim Milliken (Godfathers)	a \$ 35,500.00	zero percent loan	parking lot	10/8/2009
Inet Library	e \$ 86,038.00	3 percent interest loan	expansion/start up expenses	2/10/2011
RBDK LLC	\$ 70,000.00	3 percent interest loan	new dental clinic at 7th & Pearl	8/11/2011
City of Wayne	h \$ 160,000.00 [info only]	zero percent loan	housing incentives (0% loans)	4/12/2012
Rainbow World Child Care Center	k \$ 75,000.00	zero percent loan	facility addition	10/11/2012
Mandy Benscoter and Louis Benscoter	\$ 50,000.00	zero percent loan	commercial bldgs on Jaxon St	1/10/2013
John and Molly Temme	\$ 65,000.00	3 percent interest loan	commercial property at 7&Dear	6/27/2013
Geno's Steakhouse	\$ 37,000.00	3 percent interest loan	renovation/windows/etc	7/28/2013
Paulson Construction	\$ 39,750.00	3 percent interest loan	purchase building/move bus. to city	7/28/2013
City of Wayne	l \$ 500,000.00	zero percent loan	disaster recovery loans (15 yrs. % payroll)	10/10/2013
Brent L. Pick	\$ 50,000.00	zero percent loan	15 yrs - buy&rebuild Estes/DB/NAPA	11/14/2013
Lutt Oil and Service (Rod L. and Christin E. Cook-Lutt)	\$ 50,000.00	3 percent interest loan	Buy and update Zach's/expand services	12/12/2013
NAPA - Wayne	\$ 50,000.00	zero percent loan	15 yrs - rebuild NAPA	1/9/2014
Leseberg Masonry and Construction	\$ 75,000.00	0% loan; 3% loan	rebuild \$40k at 0%; build \$35k at 3%	1/9/2014
Pat Garvin / Innovative Protectives	\$ 40,000.00	0% loan for 15 yrs	rebuild buildings lost to tornado	2/13/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	3% loan for 15 yrs	build a bar and grill/package liquor	2/13/2014; 4/10/14
Dollar Plus	\$ 125,000.00	0% loan for 5 yrs	open Dollar Plus in Downtown Wayne	4/10/2014
Heft Trucking	\$ 50,000.00	0% loan for 15 yrs	rebuild building lost to tornado	6/12/2014
<i>Subtotal of revolving</i>	\$ 1,530,420.00	47.83%		
<b>TOTAL FUNDS COMMITTED (as of July 1, 2014)</b>	<b>\$ 2,750,791.00</b>	<b>85.96%</b>		
<b>TOTAL AVAILABLE FOR 15 YEARS (to collect)</b>	<b>\$ 3,200,000.00</b>			

a Committee recommended \$38,000 zero percent interest loan; Council granted \$2500 of this after the City requested a rain garden in the parking lot.

b Committee recommended \$75,000; only \$72,686 was spent.

c Committee recommended \$1,250; Council approved \$2,750.

d Legally, this is a grant (not required to be paid back); however, the Wayne Hospitality Group LLC plans to honor their previous request's terms of 15 years at 0% interest.

e Committee recommended only an interest bearing loan for \$43,019; Council approved \$43,019 for an interest bearing loan and \$43,019 for a performance based loan. (all is now a loan)

f Committee recommended and Council approved \$64,200; only \$7,132 was used after the program closed.

g Committee recommended a 5 yr loan; Council approved the grant request.

h Initial housing request from the City was approved; further action by Council allocated housing funds from a different source

i Revision of previous approval (10/2011) - increased loan guarantee from \$150,000 to \$250,000 (07/2012); allocation became void after 12/31/12 if no company was in Wayne

j Committee/Council approved \$26,000 for wastewater improvements - only \$13,285 was used

k Committee recommended \$75,000 loan with interest half of its conventional rate; Council changed the loan to 0% interest

l This "set aside" amount for tornado damage will not necessarily be used in full; approximately \$259,000 is uncommitted

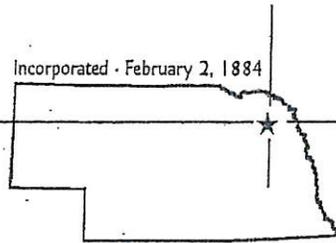
m Committee recommended a set number of \$28,000; the Council allowed the request of "up to" \$30,000 for signage

n Committee recommended approval but believed other sources of funds might be available; Council took no action on this recommendation.

# City of Wayne

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

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



## REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Duane Schroeder

Address: 321 W 4th

Wayne, NE 68787

Telephone No.: 402-375-4566

Date of Request: 7-7-14

Description of Requested Topic: \_\_\_\_\_

Consider generator for Radio station

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



*Police Dept  
Accrued Leave*

*Pay out*

	Hourly Rate	Holiday Hours On books	Holiday (leave 2 days)	Comptime Hours On books	Due to employee	FICA/Medicare	Retirement
officer	\$ 36.04	312.00	296.00	1.13	\$ 11,002.32	\$ 841.68	\$ 715.15
officer	\$ 25.95	120.00	96.00	134.25	\$ 15,379.20	\$ 1,176.51	\$ 999.65
officer	\$ 19.94	12.00					
officer	\$ 25.22	138.00	114.00	168.55	\$ 22,089.78	\$ 1,689.87	\$ 1,435.84
officer	\$ 21.21	78.00	54.00	55.50	\$ 4,142.34	\$ 316.89	\$ 269.25
dispatch	\$ 18.52	124.00	100.00	32.38	\$ 5,090.00	\$ 389.39	\$ 330.85
dispatch	\$ 14.70	118.00	94.00	-	\$ 1,381.80	\$ 105.71	\$ 89.82
dispatch	\$ 16.03	46.00	22.00	-	\$ 352.66	\$ 26.98	\$ 22.92
dispatch	\$ 15.13	36.00	12.00	-	\$ 181.56	\$ 13.89	\$ 11.80
					\$ 59,619.66	\$ 4,560.90	\$ 3,875.28

521-01	\$ 59,619.66
521-04	\$ 3,875.28
521-05	\$ 4,560.90
<b>Total Budget Impact</b>	<b>\$ 68,055.84</b>

*proposed pay out cost*

As of 7/10/14

280 max	Vacation Hours on books
officer	222.75
officer	280.00
officer	232.83
officer	280.00
officer	280.00
dispatch	278.00
dispatch	143.54
dispatch	88.49
dispatch	53.33

*Assumptions:*

*Holidays Accrued - pay out all but two days*  
*Comptime Accrued - offer to pay out all comp time*

# Police Dept Accrued Leave

*Payout*

	Hourly Rate	Holiday Hours On books	Holiday leave 2 days	Comptime Hours On books	Vacation	Due to employee	FICA/Medicare	Retirement
officer	\$ 36.04	312.00	296.00	1.13	22.75	\$ 17,736.32	\$ 1,356.83	\$ 1,152.86
officer	\$ 25.95	120.00	96.00	134.25	80.00	\$ 23,059.20	\$ 1,764.03	\$ 1,498.85
officer	\$ 19.94	12.00			32.83	\$ -	\$ -	\$ -
officer	\$ 25.22	138.00	114.00	168.55	80.00	\$ 31,209.78	\$ 2,387.55	\$ 2,028.64
officer	\$ 21.21	78.00	54.00	55.50	80.00	\$ 8,462.34	\$ 647.37	\$ 550.05
dispatch	\$ 18.52	124.00	100.00	32.38	78.00	\$ 12,890.00	\$ 986.09	\$ 837.85
dispatch	\$ 14.70	118.00	94.00	-		\$ 1,381.80	\$ 105.71	\$ 89.82
dispatch	\$ 16.03	46.00	22.00	-		\$ 352.66	\$ 26.98	\$ 22.92
dispatch	\$ 15.13	36.00	12.00	-		\$ 181.56	\$ 13.89	\$ 11.80
						\$ 95,273.66	\$ 7,288.43	\$ 6,192.79

521-01  
521-04  
521-05  
Total Budget Impact

*Proposed payout Cost*

As of 7/10/14

	280 max Vacation Hours on books
officer	222.75
officer	280.00
officer	232.83
officer	280.00
officer	280.00
dispatch	278.00
dispatch	143.54
dispatch	88.49
dispatch	53.33

## Assumptions:

- Holidays Accrued - Pay out all but two days
- Comptime Accrued - offer to pay out all comp time
- Vacation Accrued - offer to pay out all but 200hrs

*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.

All of the following must be approved, in writing, as acceptable to the Department, by the Department's Program Representative for Grantee's Program:

- (a) The Grantee's plan for reuse of program income derived from the Grantee's Program.
- (b) The Grantee's program guidelines for the Project.
- (c) Grantee's rehabilitation procedures for the Project, incorporating HUD's lead-based paint regulation requirements.

## 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)↓			
0030 Clearance/Demolition	\$30,000	\$0	\$30,000
0070 Public Facilities	\$80,000	\$0	\$80,000
0230 Streets	\$0	\$65,200	\$65,200
0250 Storm Sewers	\$0	\$65,200	\$65,200
0530 Housing Rehabilitation	\$75,000	\$0	\$75,000
0580 Housing Management	\$6,000	\$0	\$6,000
0580 Risk Assessment	\$4,500	\$0	\$4,500
0181 General Administration	\$19,500	\$0	\$19,500
<b>TOTAL</b>	<b>\$215,000</b>	<b>\$130,400</b>	<b>\$345,400</b>

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

**REQUEST FOR QUALIFICATIONS  
FOR ENGINEERING CONSULTING SERVICES  
FOR THE CITY OF WAYNE, NEBRASKA**

**Request for Qualifications:**

The City of Wayne, Nebraska, is requesting qualified firms to submit proposals for the design and construction of street improvements, replacement water, sewer and storm drain systems, public storm shelter, demolition and clearing and other public works projects to be completed by July 31, 2015 in connection with CIS Phase II grant funding located within the City of Wayne, NE. The selected firm will be responsible for the following:

1. The consultant selected shall provide normal and customary professional services for this project which may include, but is not limited to:
  - a. Survey
  - b. Utility Plans
  - c. Environmental Review
  - d. Construction Phasing
2. All the above shall be in conformance to/with City, State, and Federal requirements and CDBG requirements
3. Meetings will be held with representatives from the City at appropriate times to discuss progress and issues. The project will be funded with CDBG and City funds.
4. Prepare a preliminary design memorandum which defines in detail the Consultant's and City's mutually agreed understanding of project scope, objectives, and schedule, including budgetary information.
5. Meet with City staff to review memorandum for the project.
6. Submit plan and estimate review sets at preliminary plans (30%); functional plans (60%); and PS&E (90%).
7. Complete final design drawings, technical specifications, special provisions, estimates, and contract documents for bidding and construction of the project in accordance with design memorandums.
8. Prepare all applications for required Federal, State, or local permits for construction including flood plain permits, 404 permits, storm water permits, FEMA, NEMA etc., as may be necessary, and insure all data is sufficient for receiving such permits.
9. Submit completed design documents to local regulatory agencies as required and assist City in obtaining approval for improvements from such agencies.
10. Assist City in obtaining bids for construction, including: coordinating and attending pre-bid meetings, when required; answering all technical questions from prospective bidders; and preparing bid addenda as required.
11. Submit printed copies and computerized file copy of final design and construction contract documents and meet with the City project team to present and review final design documents.

**Submittal:**

In order to facilitate review of the project proposals by the Consultant Selection Committee, the following information must be included in the proposal in the order listed:

1. Listing of members included in the Project Team. This discussion should include the primary areas of responsibility of each member.
2. The name, qualifications, experience, and availability of the designated project manager. This section should include a discussion of similar projects the project manager has worked on.
3. A brief discussion of project understanding and proposed approach to the project.
4. A project schedule outlining the time frame and an estimated completion date of the major tasks and deliverables.
5. A discussion of similar projects the members of the Project Team have completed in the last five years. This listing should be limited to the three most applicable projects and should include for whom the project was done and a reference for contact.
6. A listing of the key members of the Project Team and a brief listing of their qualifications and related experience. This section should include an outline of responsibilities referenced to each member based on the proposed project approach.

Submittals must include a letter of interest, resumes of key personnel, and all required information as listed above.

Price is not a selection factor, and it should not be included in the firm's proposal. Interviews will not be conducted.

**Proposals will be scored on the following criteria:**

Proposals will be reviewed, evaluated, and ranked (e.g.: 1, 2, 3) in accordance with the City's selection process and procedure.

1. Qualifications of Key Personnel (25 points)
2. Past performance on similar projects (20 points)
3. Location of office where majority of work will be performed / Familiarity with the City of Wayne (15 points)
4. Clarity, conciseness, and organization of proposal (10 points)
5. Approach to project (20 points)
6. Resources of the firm to conduct and complete this project in a satisfactory manner (10 points)

**Protocol:**

Proposals must be at the City of Wayne's City Administrator's office no later than 2:00 p.m., July 28, 2014. Please provide three (3) copies of your proposal in an envelope clearly marked on the exterior as containing **"Proposal for Engineering Consulting Services for CIS Grant Funded Projects, Wayne, NE."**

Lowell Johnson, City Administrator  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

Firms interested in submitting proposals should contact the City Administrator, Lowell Johnson, at 402-375-1733 for additional details.

Proposals must remain firm for sixty (60) days from the proposal due date. The City of Wayne reserves the right to reject any or all proposals and to select the proposal that is deemed to be in the City's best interest, at its sole discretion.

**RESOLUTION NO. 2014-58**

**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 (13-CIS-106)**

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 of not to exceed \$19,500 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 15<sup>th</sup> day of July, 2014

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-106 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 **\$19,500**. 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. Title VI of the Civil Rights Act of 1964**

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing 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.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative 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.

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

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

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

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

**19. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts and subcontracts. The 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.

**20. Conflict of Interest (24 CFR85.36(b)(3))**

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

**21. Audits and Inspections**

The 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.

**22. 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.

**23. 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.

**24. 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](http://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 31<sup>st</sup> 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 31<sup>st</sup> each year.

**25. Governing Law**

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

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

**Attachment #1**

Scope of Work for Wayne, Nebraska for general administration consisting of one page.

**Attachment #2**

United States Citizenship Attestation Form for Wayne, Nebraska for general administration 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.

<b>PRINT NAME</b>	_____
	_____
	_____
	(first, middle, last)
<b>SIGNATURE</b>	_____
<b>DATE</b>	_____

**RESOLUTION NO. 2014-59**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“2014 HILLSIDE DRIVE PAVING & STORM SEWER IMPROVEMENT  
PROJECT.”**

WHEREAS, three bids were received on July 8, 2014, on the “2014 Hillside Drive Paving & Storm Sewer Improvement Project;” and

WHEREAS, the bids have been reviewed by the City’s engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., is recommending that the contract be awarded to \_\_\_\_\_.

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 “2014 Hillside Drive Paving & Storm Sewer Improvement Project,” as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

**Bidder**

**Amount**

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 15<sup>th</sup> day of July, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2014-60**

**A RESOLUTION OF THE LB840 ECONOMIC DEVELOPMENT PLAN OF THE CITY OF WAYNE, NEBRASKA, AUTHORIZING THE BORROWING OF FUNDS FROM THE CITY OF WAYNE ELECTRIC FUND, WAYNE, NEBRASKA.**

**WHEREAS**, Section 4 of the LB840 Economic Development Plan provides authority to issue bonds pursuant to the Act subject to City Council approval; and

**WHEREAS**, the City has determined that it is in the best interest of the LB840 Economic Development Fund to borrow said funds from the City of Wayne Electric Fund.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Wayne, Nebraska, that the LB840 Economic Development Fund shall borrow from the City of Wayne Electric Fund the amount of \$237,000.00 at 3% interest, payable in equal payments over a period of seven years, and that the Mayor of the City of Wayne, Nebraska, is authorized and directed to execute on behalf of the City of Wayne, Nebraska, the Promissory Note and Security Instruments with such modifications as are deemed appropriate.

PASSED AND APPROVED this 15<sup>th</sup> day of July, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION NO. 2014-61**

**A RESOLUTION ORDERING THE CONSTRUCTION OF A SIDEWALK ON LOT 1, BENSOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 1, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 505 TOMAR DRIVE, WAYNE, NEBRASKA**

**WHEREAS**, the City of Wayne desires a sidewalk on the property located at 505 Tomar Drive, Wayne, and legally described as Lot 1, Benscoter Addition Planned Unit Development Replat 1, Wayne County, Nebraska, for the use and safety of city residents; and

**WHEREAS**, Section 70-49 of the Wayne Municipal Code states the Council may, by Resolution, order the construction of a sidewalk on any lot or piece of ground within the city; and

**WHEREAS**, Section 70-49 of the Wayne Municipal Code further states Council's intention to construct a sidewalk shall be given by the City Clerk by publication of notice one time in a legal newspaper of general circulation in the city, a copy of which shall be served upon the occupant in possession of such property notifying the owner of the premises of the passage of the Resolution ordering owner to construct or cause to be constructed a sidewalk within 30 days after the date of publication, and if the owner fails to construct or cause the construction of a sidewalk within the time allowed, the city will cause the sidewalk to be constructed.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and the Council of the City of Wayne, Nebraska, a sidewalk is ordered to be constructed on 505 Tomar Drive, Wayne, and legally described as Lot 1, Benscoter Addition Planned Unit Development Replat 1, Wayne County, Nebraska.

**BE IT FURTHER RESOLVED** the City Clerk shall publish notice in accordance with Section 70-49 of the Wayne Municipal Code, and the owner of the above-described land shall be given notice of the Resolution in accordance with Section 70-49 of the Wayne Municipal Code.

PASSED AND APPROVED this 15<sup>th</sup> day of July, 2014.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2014-24**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE V BUSINESS AND COMMERCIAL DISTRICTS, DIVISION 3 B-3 NEIGHBORHOOD COMMERCIAL DISTRICTS, BY ADDING SECTION 90-432 PERMITTED CONDITIONAL USES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That the Planning Commission held a public hearing on April 7, 2014, regarding this amendment and recommended no changes be made at this time.

Section 2. That Chapter 90, Article V Business and Commercial Districts, Division 3. B-3 Neighborhood Commercial District, be amended by adding Section 90-432 Permitted Conditional Uses to the Wayne Municipal Code:

**Sec. 90-432. Permitted conditional uses**

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

1. For a multi-family dwelling.
  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 any dwelling unit shall not exit into a side yard unless the door is at least 30 feet from the property line it is facing.
  4. The primary means of egress must exit onto a covered stoop or deck.
  5. Twenty (20) percent of the lot must be maintained as landscaping which is not paved or used for parking.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

