

**AGENDA
CITY COUNCIL MEETING
December 15, 2015**

1. [Approval of Minutes – December 1, 2015](#)
2. [Approval of Claims](#)

The City Council will be hearing public comments on the following agenda items:

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. [Action on Wayne Volunteer Fire Department Application for Membership of Allen Bacon — Brandon Ziska, Asst. Fire Chief](#)
4. [Resolution 2015-102 Approving Interlocal Agreement for Cooperative Development and Use of the Nebraska Regional Interoperability Network](#)

Background: From Marlen Chinn: This contract joins the City of Wayne to the new statewide law enforcement communications' network. We are the last area of the state to join. The contract provides equipment that was fully funded by a federal grant that covers all of the equipment and installation. The equipment is nothing more than microwave dishes and the electronic boxes to make them talk to each other. Once installed, the involved agencies city/county are responsible for insuring the equipment and are responsible for any replacement and maintenance needed after installation that may occur. We asked what other agencies were spending for insurance that are up and running along with the cost of the equipment if it needs replaced, and once again, they were not able to supply us with that info for whatever reason. Any other IT equipment that would be needed for our agencies to connect up to this system, once in place, is the cost of the individual agency. State and local agencies could use this to link 911 centers and communication equipment (CADs) on the system for redundancy and/or sharing of data.

Brian Kesting attended the last meeting with me. This project was started 5 years ago with the grant and started installation in the western part of the state, and we are the last to see it. It has taken so long that the equipment they purchased up front is out-of-date because of technology changes, but they have what they have... No additional people are needed, as it is just another avenue of technology to share data. Other agencies, including Wayne County, are signing on but hanging their hat on the termination clause.

Recommendations: From Brian Kesting: Wayne County signed the agreement with the knowledge that they can terminate at any time and without any financial commitment. They are planning to appoint me as representative for the county on the regional governing board of the project. I am of the opinion that we (the City) also sign and move forward in order to get some more questions answered from the

state about the project. If we decide to not participate down the road in the NRIN project, it won't cost us anything. If we decline and later decide to join the project, then it becomes 100% our cost to join onto that network.

From Marlen Chinn: I am with Brian since there is a termination clause. There are a lot of unanswered questions, but I hate the thought of turning down technology if available. The expense, I believe, would be far greater if we tell them no and then decide down the road that we could utilize something like this and have the full expense on us... I do not believe they are even sure where they are placing the equipment in Wayne, as it may not even be in the city limits for us to insure.

5. [Resolution 2015-103: Approving Community Development Block Grant Application #14CIS006 Transmittal Contract – Demolition, Owner-Occupied Rehabilitation](#)

Background: This is the second round of CIS funding we applied for to be used in the southeast quadrant of Wayne. Last year, we used the grant to build the storm shelter in East Park, and we matched the grant with an equal amount of water main replacement. This grant uses the funds for demolition and removal of old buildings and mobile homes and rehabilitation of three owner-occupied homes in the east quadrant, and we will match those grant funds with city sanitary sewer main replacement in the East Park area.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the grant agreement and do the work.

6. [Resolution 2015-104: Amending the Personnel Manual Section 14.100 Employee Benefits](#)

Background: This resolution completes the second year of our planned two-year modification in our group health plan.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to approve the Resolution.

7. [Action on Change Order No. 3 for the “Grainland Road Water & Sanitary Sewer Extension Project” which assesses liquidated damages as per City Council direction in the amount of \\$1,875 — Robert Woehler & Sons Construction, Inc.](#)

Recommendation: This is the modified change order agreed upon by the Council at the November 17th City Council meeting.

8. [Action on Contractor’s Application for Payment No. 2 \(Final\) in the amount of \\$101,358.18 on the “Grainland Road Water and Sanitary Sewer Extension Project” – Robert Woehler & Sons Construction, Inc.](#)

9. [Action on Contractor’s Application for Payment No. 2 \(Final\) in the amount of \\$6,137.84 on the “Windom Street Storm Sewer Improvement Project” – Robert Woehler & Sons Construction, Inc.](#)

10. Action and approval of Hank Overin Field press box and storage shed and approving/authorizing city staff to build the same

Background: We are working on a request from the Baseball Association to use available Public Works' employee time this winter to assemble component sections of the planned press box and storage shed at Overin Field. The association wants the building in place for spring games in March and has raised enough funding to buy the materials, but not all of the contract labor.

Recommendation: There is no recommendation at this time, but I will have more information at the Council meeting to share.

11. Reappointment of Jon Meyer and Cale Giese to the Community Redevelopment Authority
12. Reappointment of Lois Shelton to the Civil Service Commission
13. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

**MINUTES
CITY COUNCIL MEETING
December 1, 2015**

The Wayne City Council met in regular session at City Hall on Tuesday, December 1, 2015, 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, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 19, 2015, 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 Giese made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meeting of November 17, 2015, 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, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMAZON.COM, SU, 145.28; AMERICAN RED CROSS, RE, 19.14; AMERITAS, SE, 2700.16; APPEARA, SE, 109.77; AS CENTRAL SERVICES, SE, 448.00; CITY EMPLOYEE, RE, 8.00; BIG T ENTERPRISES, SU, 368.85; BLACK HILLS, SE, 354.59; BOMGAARS, SU, 732.81; CITY EMPLOYEE, RE, 32.47; BROWN SUPPLY, SU, 613.63; CENTURYLINK, SE, 414.29; CHAMPION COATINGS, SE, 84150.00; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, PY, 77575.58; CITY OF WAYNE, RE, 507.27; CITY EMPLOYEE, RE, 142.00; COLONIAL RESEARCH, SU, 89.41; COMMUNITY HEALTH, RE, 4.00; CREDIT BUREAU SERVICES, RE, 20.74; DANKO EMERGENCY EQUIPMENT, SE, 2687.50; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 123.84; DEMCO, SU, 78.19; DUTTON-LAINSON, SU, 491.03; ECHO GROUP, SU, 44.80; ED. M FELD EQUIPMENT, SU, 610.40; FASTENAL CO, SU, 194.17; FLOOR MAINTENANCE, SU, 196.04; GALE GROUP, SU, 223.51; GERHOLD CONCRETE, SU, 384.94; GOVERNMENTAL ACCOUNTING, SU, 240.00; GROSSENBURG IMPLEMENT, SU, 25.21; HOMETOWN LEASING, SE, 412.86; ICMA, SE, 6408.32; IRS, TX, 27688.50; JACK'S UNIFORMS, SU, 299.90; JASON CAROLLO, SE, 70.00; JEO CONSULTING

GROUP, SE, 14230.00; JORGENSEN CONCRETE, SE, 1000.00; CITY EMPLOYEE, RE, 1031.77; CITY EMPLOYEE, RE, 258.22; MILO MEYER CONSTRUCTION, SE, 310.00; NNEDD, SE, 120.00; NE DEPT OF ENVIRONMENTAL, RE, 198746.73; NE DEPT OF REVENUE, TX, 3838.31; NE PUBLIC HEALTH, SE, 500.00; NORFOLK SPORTING GOODS, SU, 3.94; NNPPD, RE, 752.54; O'REILLY AUTOMOTIVE STORE, SU, 6.99; OLSSON ASSOCIATES, SE, 1170.00; RON'S RADIO, SU, 525.00; SIOUX CITY WINNELSON, SU, 55.73; SKARSHAUG TESTING LAB, SE, 166.77; STADIUM SPORTING GOODS, SU, 2905.75; STAPLES ADVANTAGE, SU, 83.43; STATE NEBRASKA BANK, RE, 110.11; STRATTON, DELAY, DOELE, SE, 427.40; SUN RIDGE SYSTEMS, SE, 2841.00; THE CHILD'S WORLD, SU, 114.75; TITAN MACHINERY, SU, 794.00; TYLER TECHNOLOGIES, SE, 200.00; UNITED WAY, RE, 6.00; VERIZON, SE, 99.29; WAYNE COUNTY COURT, RE, 150.00; ADVANCED CONSULTING, SE, 7000.00; AMERICAN BROADBAND, SE, 2511.16; AMY MILLER, SE, 5416.67; APPEARA, SE, 143.70; CITY EMPLOYEE, RE, 43.86; BLUE CROSS BLUE SHIELD, SE, 32216.16; CERTIFIED TESTING SERVICE, SE, 1857.00; ECHO GROUP, SU, 299.49; ED. M FELD EQUIPMENT, SU, 129.40; FIRST CONCORD GROUP, SE, 2985.30; FREDRICKSON OIL, SU, 1047.62; GROSSENBURG IMPLEMENT, SU, 13.41; KELLY SUPPLY, SU, 1232.80; KRIZ-DAVIS, SU, 470.57; MERIT MECHANICAL, SE, 2535.00; NE DEPT OF ROADS, SE, 11196.34; NE DEPT OF ROADS, SE, 178561.96; PROGRESSIVE BUSINESS PUBL, SU, 299.00; STAPLES ADVANTAGE, SU, 283.48; VIAERO, SE, 246.13; WAED, SE, 7216.66; WAYNE COUNTY TREASURER, FE, 1145.10; WESCO, SU, 350.96

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, 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.

Mark Lenihan, Wayne Public School Superintendent, gave a report and updated the Council on the School Board's goals, as well as building plans, student testing, student and pre-school enrollment, and other school-related activities. Mayor Chamberlain advised the Council that his hope was to have a joint Council/School Board retreat after the Council's retreat in January.

Wes Blecke, Director of Wayne Area Economic Development, was present and advised the Council that the LB840 Sales Tax Advisory Committee met to review and make a

recommendation on the LB840 request/application of Dale and Debbie Paulson. They requested \$50,000 to purchase and remodel the property at 202 Main Street (Tim Fertig property). The terms of their request included assuming the current property owner's LB840 loan of \$50,000 at 3% interest for 15 years.

The Committee, however, modified the terms and recommended a new loan for \$50,000 or the current balance of the existing LB840 loan on the same property, whichever is less, at 3% interest for 15 years, with the proceeds going to pay off the outstanding LB840 loan amount on the same property. The Committee also recommended that the front of the building remodel be completed within 6 months of closing on the property.

Teresa Stabler, representing Dale and Debbie Paulson, was present to answer questions. Paulson Construction was contracted by Tim Fertig to do some of the renovations on the property. They had to file a lien against the property for non-payment. They filed this LB840 application to assume the existing loan, in the hopes of purchasing the building and reconstructing the front to its original design. The Paulsons' intent is to keep the rental units upstairs and to renovate the downstairs for office space. This is the only way they feel they can recoup their money on the property.

Council had concerns regarding the information provided with the loan application. Councilmember Giese and Sievers wanted to see or know the plans for the building. Councilmember Giese did not think he could say yes to loaning public funds (\$50,000) to someone without a definitive plan to hold them accountable. He would like to see cost breakdowns of the electrical and plumbing work that needs to be done, as well as any interior work that needs to be done, etc. He did not think the Council could blindly give, in good faith, \$50,000 without any type of plan. He wanted the plans and a cost breakdown for what this money will be going towards.

Councilmember Brodersen wanted the architectural review committee involved this time, in light of the fact of what was done to the front of the building after the initial loan was given to Tim Fertig.

Mayor Chamberlain stated typically what comes before the Council are full sets of plans, budget and sources of revenues, etc.

Councilmember Haase made a motion, which was seconded by Councilmember Giese, to table action on the recommendation of the LB840 Sales Tax Advisory Committee on the loan to Dale and Debbie Paulson for two weeks (next Council meeting). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

JEO Consulting Group presented the City with Application for Payment No. 4 for the “2015 Wastewater Treatment Facility Improvements – Phases 3, 4, & 5 Project” in the amount of \$67,257.60 to Eriksen Construction. This is for work completed in accordance with the contract and approved by the project engineer.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving Application for Payment No. 4 for the “2015 Wastewater Treatment Facility Improvements – Phases 3, 4, & 5 Project” in the amount of \$67,257.60 to Eriksen Construction. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated a change order is being requested to extend the completion date on the Airport Sewer Project from December 2015 to July 2016 due to delays with Northern Natural Gas abandoning the gas line. We have not allowed the contractor to start on the project because Northern Natural Gas has not transferred ownership of the 4-inch line under Logan Creek to the City of Wayne yet.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, approving Change Order No. 1 to extend the completion date on the Airport Sewer Project from December 2015 to July 2016 due to the delays with Northern Natural in abandoning the gas line.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The City has received the Annual Renewal Maintenance Agreement from the Nebraska Department of Roads. This is a standard form agreement.

Councilmember Eischeid made a motion, which was seconded by Councilmember Muir, approving the Annual Renewal Maintenance Agreement (2016) with the Nebraska Department of Roads. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

JEO Consulting Group, Inc., presented Application for Payment No. 5 for the "2016 Wayne Aquatic Center Project" for \$287,414.93 to Christiansen Construction Co., LLC. They have found the work to date completed in accordance with the plans and specifications and recommended approval of the same.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving Application for Payment No. 5 for \$287,414.93 to Christiansen Construction Co., LLC, for the "2016 Wayne Aquatic Center Project." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, setting the annual Mayor/Council Retreat for Friday, January 29, 2016, and Saturday, January 30, 2016, at the Wayne Senior Center. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese 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, the Mayor declared the motion carried and the meeting adjourned at 7:00 p.m.

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CLAIMS LISTING DECEMBER 15, 2015

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,716.36
APPEARA	LINEN & MAT SERVICE	122.59
BARONE SECURITY SYSTEMS	FIRE INSPECTION DEC-FEB	138.00
CHARTWELLS	SENIOR CITIZEN MEALS	4,960.20
CHRISTIANSEN CONSTRUCTION	AQUATIC CENTER	287,414.93
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	600.00
CITY OF WAYNE	MILEAGE REIMBURSEMENT	299.00
CITY OF WAYNE	PAYROLL	67,838.72
CITY OF WAYNE	TREE INCENTIVE	50.00
CITY OF WAYNE	UTILITY REFUNDS	89.72
CIVICPLUS	ANNUAL RENEWAL FEE	4,183.33
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	360.47
CITY EMPLOYEE	HEALTH REIMBURSEMENT	3.99
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	90.00
DEMCO INC	JACKET COVER/LENS CLEANER/POLI	112.89
EAKES OFFICE PLUS	COPY CHARGES	939.36
EASYPERMIT POSTAGE	POSTAGE	1,826.40
ECHO GROUP INC JESCO	POWER CORD/OUTLET	33.23
ERIKSEN CONSTRUCTION CO,	WWTP-BIOSOLIDS	67,257.60
FAITH REGIONAL	PRE EMPLOYMENT TESTING	30.00
FLOOR MAINTENANCE	PAPER TOWELS/GLOVES/DISINFECTANT	318.67
FRANK SHEDA JR.	LIBRARY/SR CENTER CLEANING	251.25
FREDRICKSON OIL CO	ALIGNMENT	45.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	20.43
GILL HAULING, INC	SANITATION SERVICE	170.50
GP GFOA	MEMBERSHIP RENEWAL- N BRADEN	50.00
GROSSENBURG IMPLEMENT INC	COUPLER/TIP	38.81
HAWKINS, INC	AZONE	1,188.73
HD SUPPLY WATERWORKS, LTD	SENSUS IPERL WATER METER	1,783.51
HEIKES AUTOMOTIVE LLC	K2500 VEHICLE INSPECTION	144.00
HIRERIGHT SOLUTIONS INC	PRE EMPLOYMENT TESTING	20.00
CITY EMPLOYEE	VISION REIMBURSEMENT	83.70
HTM SALES INC	LIFT STATION PUMP & REPAIRS	4,029.98
ICMA RETIREMENT	RETIREMENT	6,435.14
INGRAM BOOK COMPANY	BOOKS	406.79
INTERSTATE ALL BATTERY	MAKITA DRILL BATTERIES	151.00
INTERSTATE BATTERY	BATTERIES	74.95
INTERSTATE INDUSTRIAL	CERTIFY/CALIBRATE BACKFLOW GAUGE	131.07
IRS	FEDERAL WITHHOLDING	25,378.04
JOHN'S WELDING AND TOOL	PLATES FOR MANHOLE COVERS/REPAIRS	862.05
JOSEPH FROST	ENERGY INCENTIVE	500.00
KNOEPFLER CHEVROLET CO	STEP PACKAGE	518.50
LINPEPCO	CAC POP (BANK DEBIT)	476.00

MARCO INC	LIBRARY COPIER LEASE	126.36
MIDWEST LABORATORIES, INC	BOD TESTING	327.00
MURPHY TRACTOR & EQUIPMENT	WIPER BLADES	97.50
NE DEPT OF REVENUE	STATE WITHHOLDING	3,651.59
NE ECONOMIC DEVELOP ASSN	ANNUAL DUES-N BRADEN	100.00
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	9.23
NMPP ENERGY	RICE/NESHAP TRAINING	450.00
NORTHEAST NE PUBLIC POWER	ELECTRICITY	4,693.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	49.55
ORIENTAL TRADING CO INC	HOLIDAY MUSTACHES	36.75
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	144.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	147.96
POSTMASTER	CHLORINATION LETTER POSTAGE	632.61
SENTIMENTAL REFLECTIONS	SUBSCRIPTIONS	120.00
SIMPLEXGRINNELL LP	ALARM/SMOKE DETECTORS	586.52
STADIUM SPORTING GOODS	EMBROIDERY	15.00
STAPLES ADVANTAGE	PAPER-CHLORINATION LETTER	104.94
STATE NEBRASKA BANK	ACH FEE	60.48
STATE NEBRASKA BANK	EL REV REF SERIES 09 & 12	17,027.50
STATE NEBRASKA BANK	SERIES 13 GO INTEREST	13,458.75
STATE NEBRASKA BANK	HWY ALLOCATION 13 INTEREST	5,980.00
STATE NEBRASKA BANK	HWY ALLOCATION 13 B INTEREST	5,912.50
US BANK	MEALS/LODGING/REGISTRATIONS/CABLE	
	RACK/MODULE/VALVE/LIGHTS ETC	6,741.34
VIAERO	CELL PHONES	132.17
WAYNE COUNTY CLERK	FILING FEES	244.00
WAYNE HERALD	ADS AND NOTICES	1,055.25
WAYNE VETERINARY CLINIC	CAT AND DOG IMPOUNDS	280.00
WESTERN AREA POWER ADMIN	ELECTRICITY	26,707.66
WISNER WEST	FD GASOLINE	56.29
GRAND TOTAL		502,692.42

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

APPLICATION FOR MEMBERSHIP

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

Name Allen Bacon Address 508 Nebraska, Wayne nebraska
Phone Number 402 518 1036 Social Security # _____
Driver's License Number and Issuing State _____
Employer Great Dane Occupation trailer builder
How long have you been employed by your present employer? 5 years
Previous Employer and Address Wal-Mart South Sioux

Have you previously been a member of a Fire Department? NO
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. _____

Do you have any physical ailments or disabilities that could affect your performance on the department?

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? yes
- Have you read the Bylaws of the Department, and do you understand them? yes Do you agree to abide by them? yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Allen Bacon Date 10-12-15

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

Applicant's Signature Allen Bacon Date 10-12-15

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

Cory Miller Jeff Burdette Robert Bell

Secretary's Signature _____ Date _____

Chief's Signature John J. Tomar Date 12-1-2015

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

July 23, 2015

TO: Nebraska Emergency Managers
FROM: Nebraska Regional Interoperability Network Group
RE: Interlocal Agreement to Create an NRIN Board

The Nebraska Regional Interoperability Network (NRIN) Group is asking county and city boards involved in Public Safety Answering Points (PSAPS) and Emergency Operations Centers (EOCs) to participate in developing a Governing Board for the NRIN System. NRIN is a locally-operated, regional and statewide wireless data communication system that connects PSAPS, EOCs, and local governments, allowing real time, on-demand data communication to help mitigate emergencies and promote public safety. NRIN was built using federal homeland security funding.

The Interlocal Agreement will create a Governing Board that can develop policies and procedures for the operation of NRIN and develop a financial plan for the sustainability of NRIN. The Interlocal Agreement has been reviewed by the Nebraska Association of County Officials. By signing the Interlocal Agreement, local governments will select a Governing Board to help ensure adequate infrastructure for Nebraska emergency communications statewide. The Agreement does not entail any financial obligations; the main purpose of the Agreement is to establish a legal entity to govern the functions of NRIN and to develop a plan for sustainment.

We are asking local governments interested in participating to sign the Interlocal Agreement by September 15, 2015 and return it to:

Mark DeKraai
University of Nebraska Public Policy Center
215 Centennial Mall South, Suite 401
Lincoln, NE 68588-0228

If you have questions about this agreement, please contact one of the NRIN members below or Mark DeKraai at mdekraai@nebraska.edu; 402-472-1496.

Name		Organization	Email
John	Bomar	Madison Volunteer Fire and Rescue/ Assistant Chief	jbomar@telebeep.com
Ike	Brown	McCook Police Chief	ibrown@cityofmccook.com
Mark	Conrey	Douglas County 911 Director	mconrey@douglascounty-ne.gov
Pat	Gerdes	Southwest Emergency Management	phelpsem@atcjet.net
Tim	Hofbauer	Platte Valley Emergency Management	pцем@megavision.com
Jayne	Scotfield	OCIO	jayne.scotfield@nebraska.gov
Sue	Krogman	NEMA	sue.krogman@nebraska.gov
Neil	Miller	Sheriff, Buffalo County	sheriff@buffalocounty.ne.gov
Pete	Peterson	Keith County Emergency Management & Communications Director	ppeterson@keithcountyne.gov

Ray	Richards	Scottsbluff County Communications Director	r-richards@scottsbluffcounty.org
Tracy	Rocole	OCIO	Tracy.Rocole@nebraska.gov
Jon	Rosenlund	GI/Hall County Emergency	jrosenlund@grand-island.com
Ray	Ryan	Lancaster County Radio Maintenance Shop	rryan@lincoln.ne.gov
Matt	Schnell	NPPD	mpschne@nppd.com
Patrick	Seim	OCIO	patrick.seim@nebraska.gov
Jim	Sheets	OCIO	Jim.Sheets@nebraska.gov
Todd	Thalken	Columbus Police	tthalke@columbusne.us
Chip	Volcek	South Central Emergency Management	cvolcek@acema.org

RESOLUTION NO. 2015-102

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE COOPERATIVE DEVELOPMENT AND USE OF THE NEBRASKA REGIONAL INTEROPERABILITY NETWORK.

WHEREAS, the Interlocal Cooperation Act of the State of Nebraska (Neb.Rev.Stat. 13-801 et.seq. and all amendments thereto) enables separate political subdivisions of Nebraska to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities; and

WHEREAS, the City of Wayne, Nebraska believes it is in the best interest of its citizens to join with other Nebraska Public Agencies participating in the Nebraska Regional Interoperability Network; and

WHEREAS, the Nebraska Regional Interoperability Network is established by Public Agencies for the benefit of Nebraska citizens and allows information to be shared among emergency and communications centers on a real time, on demand, basis to help mitigate an emergency that threatens any location.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and the City Council of Wayne, Nebraska, hereby:

1. Approve the document entitled "Agreement;"
2. Enters into the Agreement for the formation and participation in the Nebraska Regional Interoperability Network for the period _____ through _____; and
3. The Mayor of the City of Wayne is hereby authorized to execute the Agreement on behalf of the Public Agency following the passage and approval of this Resolution.

PASSED AND APPROVED this 15th day of December, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT FOR
COOPERATIVE DEVELOPMENT AND USE OF THE
NEBRASKA REGIONAL INTEROPERABILITY NETWORK**

1. Parties. The parties to this Agreement are Nebraska Public Agencies that are signatories hereto.
2. Recitals. This Agreement is based upon certain understandings and furtherance of certain purposes, as follows:
 - 2.1 The Interlocal Cooperation Act of the State of Nebraska (Neb.Rev.Stat. 13-801 et.seq. and all amendments thereto) enables separate political subdivisions of Nebraska to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities.
 - 2.2 The equipment for the Nebraska Regional Interoperability Network (NRIN), comprised of microwave and other methods of data communications, has been procured and installed to connect the parties.
 - 2.3 NRIN will benefit the parties by allowing information to be shared among emergency and communications centers on a real time, on demand, basis to help mitigate an emergency that threatens any location.
 - 2.4 NRIN will allow multi-jurisdictional, multi-disciplinary interoperability to ensure a competent level of local, regional, and statewide prevention, communication, cooperation, and coordination for an all-hazards incident necessary to execute a wide range of incident management operations.
 - 2.5 The parties agree that an NRIN Governing Board is necessary to effectively and efficiently operate NRIN.
3. Definitions.
 - 3.1 Act means the Interlocal Cooperation Act, Neb.Rev.Stat. §§13-801 et. seq and all amendments thereto.
 - 3.2 Agreement means this Agreement creating the Nebraska Regional Interoperability Network
 - 3.3 Board means the NRIN Governing Board
 - 3.4 Director means a person serving on the NRIN Governing Board
 - 3.5 Member means a Public Agency that is a party to this Agreement
 - 3.6 NRIN means the Nebraska Regional Interoperability Network which provides data connectivity for public safety voice and data interoperability.
4. Creation. The undersigned Public Agency hereby joins with other signatory Public Agencies to create the NRIN with all the rights, powers, and privileges allowed under the Act.
5. Purposes. The purpose of this Agreement is to establish NRIN and an NRIN Governing Board (Board) to govern, manage, and coordinate NRIN to support public safety communications in Nebraska.

6. Duties. The Board shall establish policies to ensure quality of service standards, priority of service, data replication and backup, security standards, equipment and replacement standards, maintenance standards, allocation of bandwidths, monitoring and testing standards, and other operational areas necessary for the effective and efficient operation of NRIN. The Board may enter into contracts for monitoring, management, and maintenance of NRIN; expertise to advise the Board in fulfilling its duties; leases for towers that support NRIN equipment; NRIN usage by non-members; administrative functions to support the Board in fulfilling its duties; and other functions for the effective and efficient operation of NRIN. At least quarterly, the Board shall review NRIN use including traffic flow, usage patterns, and outages and make policy changes to improve NRIN functioning. The Board may establish bylaws, subcommittees and working groups necessary to fulfill its duties.
7. Property Ownership. The Board, through documented resolution, will determine ownership of any personal or real property acquired for purposes of furthering the goals and objectives of the Agreement. The Public Agency owning the property will be responsible for ensuring the property is either insured against damage or theft, or that the Public Agency is financially responsible for the property if it is damaged or stolen.
8. Financial Plan. The Board shall develop a financial plan identifying resources for sustainment of NRIN. Prior to the first day of the fiscal year, the Board shall project expenses to effectively operate NRIN, project other revenue sources, and assess costs of the Members.
9. Election of Board. The Board shall consist of 16 elected Directors, two Directors representing each of the eight Planning Exercise and Training Regions established by the Nebraska Emergency Management Agency as follows:
 - 9.1 An initial Development Committee shall be appointed as a working group of the Nebraska Public Safety Communications Committee formed under Executive Order No. 12-01, 2012. The purpose of the Development Committee is to recommend to the Members, candidates for election to the Board. The Development Committee shall also develop procedures for voting and filling vacancies. Once the Board is elected, the Development Committee shall be a committee of the Board.
 - 9.2 Each Member shall have one vote and will vote only for candidates who represent the region containing the public agency.
 - 9.3 Directors shall be elected for a three year term of office. Directors may be re-elected for any number of terms. Directors shall serve staggered terms to promote stability and continuity.
10. Withdrawal. A Public Agency may withdraw from participation as a Member to the Agreement by written notice of termination evidenced by legally adopted resolution of the Member's governing body. All personal and real property acquired under the Agreement and owned by the withdrawing Public Agency shall be transferred to NRIN upon the effective date of withdrawal.
11. Term. This Agreement shall become effective upon passage of the attached Resolution for each Public Agency and extend through December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolution.

RESOLUTION NO. 2015-103

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 14-CIS-006 BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, the City of Wayne, Nebraska, (the "City") submitted, and the Nebraska Department of Economic Development ("NDED") approved, a Community Development Block Grant application which will undertake community development activities; and

WHEREAS, the attached administrative contract outlines the requirements and objectives that need to be followed and met by the City in order to receive said grant funds.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Council of the City of Wayne, Nebraska, that the Contract, which is attached hereto and incorporated herein by reference, is hereby approved, and that the Mayor is directed to execute said contract on behalf of the City.

PASSED AND APPROVED this 15th day of December, 2015.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 14-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 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. One of the three specified national objectives in the Act (and in the CDBG regulations) is benefiting low-to-moderate income ("LMI") persons.

1. Such LMI benefit national objective is usually satisfied in the context of community development projects involving public facilities or public improvements 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.
2. Sometimes the LMI benefit national objective may be satisfied when the public facilities or public improvements will be used for activities designed to benefit a particular group of persons (at least 51% of whom are LMI persons), rather than everyone in an area generally. This subcategory of LMI benefit is referred to as LMI Limited Clientele.
3. Activities which assist in the acquisition, construction, or improvement of permanent, residential structures may qualify as benefiting LMI persons only to the extent that the housing is occupied by LMI persons. All assisted single unit structures must be occupied by LMI households. This subcategory of LMI benefit is referred to as LMI Housing.

Another of the three specified national objectives in the Act (and in the CDBG regulations) is addressing the prevention of, or elimination of, slum and blight areas ("SBA"). Such SBA national objective is usually satisfied in the context of community

development projects involving public facilities or public improvements by demonstrating the activities undertaken clearly eliminate objectively determinable signs of slums or blight in a defined slum or blighted area. The criteria for qualification under this SBA national objective for CDBG are specified in the CDBG regulations.

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.

LMI Housing

The data for proposed beneficiaries based on category is→ 3 LMI households. This data is derived from HUD's 2000 Census summary data for the area relevant to the Grantee.

F. The Project activities, which are described in further detail in §1.01 of this contract, include use of CDBG funds for owner-occupied housing rehabilitation, resulting in rehabilitated homeowner housing units for low-to-moderate income Nebraskans. All Project housing units are located in Wayne, Nebraska.

The Project requirements applicable to the owner-occupied housing units are prescribed in the *Table of Project HOMEOWNER Requirements*, included below, and incorporated into this paragraph by this reference. Additional requirements applicable to the homeowner housing units are detailed in §3.02 of this contract.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

All percentage references in this table, e.g., 60%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table of Project HOMEOWNER Requirements (for homebuyer assistance, or owner-occupied rehabilitation project)						
Requirement Descriptions			Data/Comment			
Total number of units in the Project→			3			
Total number of CDBG-assisted units→			3			
Number of CDBG units 80%→			3			
Number of CDBG units 60%→			0			
Number of CDBG units 50%→			0			
Are the CDBG-assisted units "fixed" or "floating"?→			<input checked="" type="checkbox"/> Fixed		<input type="checkbox"/> Floating	
Affordability period (source and duration)→			<input type="checkbox"/> HUD HOME-imposed affordability period 00 yrs		<input checked="" type="checkbox"/> Nebraska-imposed affordability period 5 yrs	
Categories of tenants to be served, i.e., all units are restricted to tenants who are in such categories→	<input checked="" type="checkbox"/> No restrictions	<input type="checkbox"/> Elderly aged 62 and older	<input type="checkbox"/> Elderly aged 55 and older	<input type="checkbox"/> Persons w/ disabilities (particulars below*)	<input type="checkbox"/> 'Other' (particulars below)	[Reserved]
	Particulars as to persons w/disabilities or as to 'Other' category→Not applicable.					
Other requirements/restrictions→Not applicable.						

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 \$130,000. Of that amount approved general administrative and audit expenses will not exceed \$13,000.

The grant will be used to fund the Project as detailed in the Application, which generally involves implementation of activities identified in Grantee's predevelopment study, including the demolition of four structures, single family owner-occupied rehabilitation of three houses, housing management and risk assessment/testing 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* ("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 Housing and Community 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 12 months from November 1, 2015. The termination date of this contract will be November 1, 2016. All of the required activities and services, except for submission of final reports, administration, and audit, will be completed by or before this date. The provisions of this contract that survive the termination date are specified in §4.31 of this contract.

§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 Incorporation of RECITALS Paragraphs as Agreed Terms of Contract.

All provisions of paragraphs A, B, C, D, E, and F 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 February 1, 2016. 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.

Submission to the Department of 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 as now in effect, and as such law may be amended during the term of this contract.

§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.

Submission to the Department of 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.

Submission to the Department of documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326, with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials. Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of Grantee's employees engaged in the selection, award and administration of contracts.

§2.06 Excessive Force Certification.

Submission to the Department of 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.

Submission to the Department of documentation identifying the local fair housing representative for the Grantee, including the representative's 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 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. The Implementation Schedule will serve as the schedule for completion of the Project, and may be used by the Department to assess Project progress.

§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 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 Limited English Proficiency.

Submission to the Department of documentation evidencing completion of responsibilities for ensuring meaningful access to the Project activities and services for persons with Limited English Proficiency ("LEP"), as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons," published in the Federal Register on January 22, 2007, and which became effective on March 7, 2007 ("HUD LEP Guidance").

Such documentation must include all of the following (1) information identifying the LEP representative for the Grantee, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the grant to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, Grantee will prepare and submit to the Department, a Language Access Plan ("LAP") that includes all elements of an effective LAP as defined by HUD.

The Grantee must also keep records of requests for LEP services, and all LEP services provided by Grantee during the course of the grant. Grantee must submit

documentation to the Department demonstrating LEP services provided. The requirement to submit documentation demonstrating the LEP services provided 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.

§2.11 Other Special Conditions.

None.

PART III: SOURCES AND USES OF FUNDS; AND OTHER REQUIREMENTS.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	City of Wayne	TOTAL
USES (Activities)↓			
0030 Clearance/Demolition	\$31,500	\$0	\$31,500
0300 Water/Sewer	\$0	\$200,000	\$200,000
0530 SF Housing Rehabilitation	\$75,000	\$0	\$75,000
0580 Housing Management	\$10,500	\$0	\$10,500
0181 General Administration	\$13,000	\$0	\$13,000
TOTAL	\$130,000	\$200,000	\$330,000

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.

§3.02 Required Recapture of CDBG Funds If Certain Requirements Are Not Met During the Period of Affordability for the Project Homeowner Housing Units.

CDBG-assisted homeowner housing units are subject to certain requirements, beginning after Project completion, for the affordability period established in Grantee's own program guidelines as reflected in the Application, or for the affordability period reflected in Table of Project HOMEOWNER Requirements incorporated into the Recitals of this contract at Paragraph F. (whichever is more stringent, i.e., longer):

This requirement is: that the housing units be owned by, and be the principal residence of, the assisted homebuyer, or the rehabilitation assisted owner-occupier (as the case may be) for the required period of affordability, established in the Table of Project HOMEOWNER Requirements in ¶F of the Recitals of this contract; and that those homebuyers or owner-occupiers assisted must be in the income category established as a Project requirement in the *Table of Project HOMEOWNER Requirements* in ¶F of the Recitals of this contract, for the affordability period.

Assistance to beneficiaries under the local program will be secured by an appropriate lien instrument, such as a mortgage or deed of trust. The lien instrument must be properly recorded and require, at a minimum, a proportionate repayment by the assisted beneficiary, for the affordability period appropriate for the particular CDBG-assisted unit, measured from the time assistance was initiated, for non-compliance with local program requirements. The following example illustrates the required recapture concept.

If the housing does not continue to be the principal residence of, the assisted homebuyer, or the rehabilitation assisted owner-occupier (as the case may be), for the duration of the period of affordability; then, recapture provisions must be invoked to ensure recouping of CDBG assistance funds. The Grantee may invoke any of several recapture options depending on the Grantee's program guidelines, but the following is required as a minimum:

CDBG funds assistance to be recaptured may be reduced on a pro rata basis comparing the years (rounded down to the nearest whole year) since the original rehabilitation assisted owner-occupier was assisted, measured against the required recapture period.

To illustrate application of this formula, if it has been two years since the original rehabilitation assisted owner-occupier was assisted, as against a five-year period of recapture associated with a \$10,000 CDBG funds assistance amount, the calculation of the pro rata required recapture is:

$2/5 \times \$10,000 = \$4,000$ reduction. \$10,000 total CDBG funds assistance minus \$4,000 pro rata reduction = \$6,000 to be recaptured.

Recapture restrictions may terminate upon the occurrence of events such as foreclosure or a transfer in lieu of foreclosure. Recapture restrictions shall be revived according to their original terms if, during the original recapture period, the owner of record before the termination event, or any newly formed entity that includes the former owner or those with whom the former has or had family or business ties, obtains an ownership interest in the housing unit.

If requested by the Department, documentation must be provided to the Department showing execution of appropriate loan and security interest documents (e.g., promissory note and recapture restrictions in a mortgage) between the Grantee and the persons assisted through the Program.

PART IV: OTHER CONTRACTUAL CONDITIONS.

§4.01 Program Income.

Program income is regulated by the provisions of 24 C.F.R. §570.489(e) as now in effect, and as such law may be amended during the term of this contract. 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.

Should Grantee receive and retain program income, Grantee agrees to treat it as additional CDBG funds, subject to all requirements applicable to the CDBG Program. Additionally, Grantee agrees to submit regularly occurring reports to the Department regarding program income, and agrees, upon the Department's request to maintain a

contractual relationship with the Department for the duration of the time period in which Grantee maintains program income.

§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 carry out 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 as such law is now in effect, and as such law may be amended during the term of this contract; 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 and Uniform Administrative Requirements.

The Grantee will comply with applicable CDBG Regulations in 24 C.F.R. Part 570 as now in effect, and as such law may be amended during the term of this contract. Grantee will also comply with the Uniform Administrative Requirements, Cost Principles,

and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract, or any reasonably equivalent procedures and requirements that the Department may prescribe.

In particular, Grantee agrees to establish internal controls in order to have reasonable assurance that Grantee is carrying out the Project in compliance with federal statutes, regulations, and terms and conditions of this contract, as required by 2 C.F.R. §200.303, as now in effect, and as such law may be amended during the term of this contract. Grantee also agrees to comply with provisions regarding protection of personally identifiable information as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512 as now in effect, and as such law may be amended during the term of this contract.

§4.06 Record Keeping.

The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506, *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Grantee; (4) as required by 24 C.F.R §570.490, for fair housing and equal opportunity purposes, records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project; and (5) 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 the period required by 2 C.F.R. §200.333, as interpreted by HUD, and applied to the CDBG Program through 24 C.F.R. §570.490. Grantee agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department, upon request of the Department.

Grantee also agrees to comply with the methods for collection, transmission and storage of information as described in 2 C.F.R §200.335.

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 as the Department may prescribe, at the occasion of grant closeout. All semiannual reports must be submitted to the Department no later than thirty (30)

days following the end of the reporting period. All final performance and financial reports must be submitted to the Department no later than ninety (90) days after the end date of the time of performance specified in §1.02 of this contract.

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, and as referenced in §2.10, the Grantee must submit documentation demonstrating the LEP services provided by Grantee during the course of the grant.

§4.08 Cost Principles; Audits; and Post-Closeout Adjustments and Continuing Responsibilities.

Grantee is responsible for the efficient and effective administration of the CDBG funds provided to Grantee under this contract. Grantee agrees to administer the CDBG funds in a manner consistent with this contract, HUD's administrative requirements for the CDBG program, and with the provisions of the Department's Administration Manual, and with all federal (and state) laws, regulations, and executive orders applicable to the CDBG-assisted Project.

Audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract. Generally Accepted Government Auditing Standards (GAGAS) must be followed.

Grantee is required by 2 C.F.R §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

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

The closeout of this grant does not affect the right of the Department or duly authorized officials of the state and federal government to disallow costs and recover funds from the Grantee on the basis of a later audit or other review. In other words, the obligation of the Grantee to return any funds due as a result of an audit is not affected by closeout of this grant.

§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, 2 C.F.R. §200.318, and Grantee's written standards of conduct covering conflicts of interest submitted to the Department, as required by §2.05 of this contract. In the event prohibited conflicts of interest arise, Grantee must inform

the Department of such conflicts of interest. Exceptions to the prohibition may be granted, on a case-by-case basis, by the Department.

§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.

Any such subrecipient or contractor of the Grantee must be authorized to transact business in the State of Nebraska. All subrecipients and contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Grantee for Grantee's records.

Upon request of the Department, the Grantee will submit copies of written agreements executed between the Grantee and any subrecipients or contractors relating to the Project.

§4.11 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Grantee will inform the Department, and if requested by the Department, include a reference to the CDBG funding made available for the Project.

§4.12 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

§4.13 Religious Activities.

The Grantee agrees that CDBG funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 C.F.R. 570.200(j), such as worship, religious instruction, or proselytization.

§4.14 Title, Use and Disposition of Property, Supplies and Equipment; Insurance.

Grantee agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding title, use and disposition of property, supplies, and equipment.

In accordance with 2 C.F.R. §200.310, Grantee agrees to, at a minimum, provide insurance coverage for real property and equipment acquired or improved with CDBG funds that is equivalent to the insurance Grantee provides for Grantee's other property.

§4.15 Anti-Lobbying.

To the best of the Grantee's knowledge and belief:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Grantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

§4.16 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.

§4.17 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.

§4.18 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.

§4.19 Early Termination.

The Department may terminate this contract for any reason upon sixty (60) days written notice to Grantee. This contract may also be terminated in whole or in part, prior to the completion of Project activities, when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, 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.

§4.20 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):

- (c) 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.
- (d) 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.

§4.21 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.

§4.22 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 activities or services performed by the Grantee itself, or by their officials, officers, employees, agents, or associates under this contract.

§4.23 Entire Agreement, Binding Effect, and Counterparts.

This instrument, along with any attachments, the approved 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).

§4.24 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.

§4.25 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 a violation 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.

§4.26 Debarment, Suspension, And Ineligibility; Universal Numbering System and Registration Requirements.

By executing this contract, the Grantee certifies, represents, and warrants that Grantee and all subrecipients or contractors to be used by Grantee in performing this contract are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and applicable government debarment and suspension regulations. Grantee agrees to immediately notify the Department if Grantee or any of Grantee's subrecipients or contractors become sanctioned or debarred. Grantee acknowledges that suspension or debarment of Grantee (and use by Grantee of suspended or debarred subrecipients or contractors) is cause for termination of this contract.

Grantee agrees to comply with requirements established by the Office of Management and Budget ("OMB") concerning participation in the Dun and Bradstreet Data Universal Numbering System ("DUNS"), registration with the Federal System for Awards Management ("SAM"), and maintenance of such participation and registration.

§4.27 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Grantee must immediately disclose, to the Department, or to HUD or other appropriate authorities (with a copy to the Department), all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the use of CDBG funds provided under this contract.

§4.28 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the contract if the Grantee is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Grantee. To obtain release based on a Force Majeure Event, the Grantee shall file a written request for such relief with the Department. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

§4.29 Drug Free Workplace.

Grantee certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Grantee agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.30 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth in the Application or in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.31 Survival.

The terms of this contract regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, and notice (and other terms that by their nature should survive the termination or expiration of this contract), shall survive expiration or termination of this contract.

§4.32 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 Grantee is, in the performance of Grantee'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 Grantee 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, Grantee shall verify the

applicant's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

Grantee shall:

1. retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
2. provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
3. 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).
4. 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.

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 Administration Manual, and with all federal (and state) laws, regulations, and executive orders applicable to the CDBG-assisted Project, as now in effect, and as such law may be amended during the term of this contract, 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.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.

- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.
- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

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.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>By: _____ (Director or Designee)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>	<p>GRANTEE → City of Wayne, Nebraska</p> <p>By: _____ (Chief Elected Official)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p> <p><u>47-6006407</u> (Federal Identification Number)</p> <p><u>031172505</u> (DUNS Number)</p>
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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

RESOLUTION NO. 2015-104

A RESOLUTION AMENDING SECTION 14.100 EMPLOYEE BENEFITS OF THE CITY OF WAYNE PERSONNEL MANUAL.

WHEREAS, the City of Wayne Personnel Manual was adopted by Resolution No. 88-31 on September 13, 1988; and

WHEREAS, under Section 14.100 of the Manual, there is a need to revise the Employee Benefits.

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

1. Amendments to the Personnel Manual relating to employee benefits, as set out in the attached Exhibit "A," are hereby approved.
2. The effective date of the amendments set out in Exhibit "A" shall be January 1, 2016.

PASSED AND APPROVED this 15th day of December, 2015.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Exhibit "A"
Amendments to Personnel Policy Manual

Sec. 14.100. Employee Benefits. (Amended by Res. 2015-25, 3/3/15).

In order to remain a competitive and equitable employer and to comply with applicable laws, the City offers a total compensation plan consisting not only of pay but also of substantial employee benefits. The Personnel Officer shall make information available concerning current benefits, some of which may be provided at an employee's option, in whole or in part at his or her expense, and /or only to certain categories of employees. It is the responsibility of the employee to notify the personnel office and the plan administrators of changes in the employee status, change in beneficiaries, marriage, additions to households, etc.

The following are the principal employee benefits which are offered prorata on the basis of a 40 hour week to all regular, full-time employees after completing necessary waiting periods:

(a) Health and Major Medical Insurance:

PPO program with no limit for maximum major medical expenses.

2016: Deductibles will be ~~\$1,500~~ **2,000** for single and ~~\$3,000~~ **4,000** for family coverage in the PPO. The employer is self-insuring (80/20) a **\$6,350** deductible for single and a **\$12,700** deductible for family after meeting either one or two deductibles. An eligible employee qualifies on the first day of the month following 30 days of continuous employment. The City pays ~~90~~ **80**% of the premium for single employee and ~~80~~ **70**% for family coverage. The employee pays ~~10~~ **20**% of the premium for single coverage and ~~20~~ **30**% for family coverage.

As an incentive for the employee and family to reduce the deductible to ~~\$1,000~~ **1,500** for single and ~~\$2,000~~ **3,000** for family coverage in the PPO, the following must be met:

- Employee and spouse must be a non-tobacco user. The City reserves the right to verify this by nicotine blood test; and
- Employee and spouse must have annual physicals as provided in the plan.

The Employer will self-insure vision benefits as follows:

Vision: \$10 co-pay per exam
 50% discount for eyeglasses at member facilities
 25% discount for contacts

 \$100 for Safety Glasses

(b) Life Insurance:

The City pays for group life insurance. The amount of insurance generally equals one times (1x) annual salary to the next highest \$1,000.

(c) Disability Insurance:

A tailored program of coverage paid by the City for short term disability for up to 52 weeks of weekly benefit starting after a 30 day period, and long term disability with a monthly

benefit starting after twelve months of short term disability. The plan generally pays employees 60% of their gross pay subject to certain maximums for qualifying conditions.

(d) Retirement:

The City of Wayne provides a deferred compensation retirement savings plan to eligible employees and a 401(a) Money Purchase Plan. An eligible full-time employee may participate in the retirement plan from their date of hire. However, the City will start contributions after one (1) year of employment and upon finishing probationary period for eligible employees. At that time, the employee must contribute 1% of their annual wage but not more than 19%. The City will contribute 6% of their annual base salary to the 401(a) Money Purchase Plan.

An eligible regular part-time employee working 30 or more hours per week may participate with unmatched contributions in the retirement plan from their date of hire.

According to State Statute and Civil Service requirements, sworn police officers receive pension contributions from the City immediately at a rate of 6.5% employee, 6.5% employer. The deferred compensation retirement savings plan may be used by sworn police officers, as well; however, the City will not match any employee contributions. The sworn police officers shall be fully vested in the retirement plan upon completion of seven years of employment with the City.

(e) Flexible Employee Benefit Plan:

The Flex Plus Plan was developed to allow eligible employees to use before-tax earnings to purchase benefits under the Plan; examples of flexible spending account benefits include child care, unreimbursed medical expenses, health and accident insurance premium, etc.; Federal, State and Social Security taxes do not apply to these benefits.

An employee may participate in the Plan as of the first day of the month after completing the first day of employment. Prior to the date of being eligible to participate in the Plan, an employee is required to fill out an election form.

(f) Paid holidays, personal days, and leave for vacation, illness or other designated purposes.

(g) Educational Scholarships for Full-Time Employees

Providing that scholarship funds for this program are budgeted and available, any employee regularly scheduled to work 40 hours per week or more is eligible to apply for up to \$150 in scholarship funds per calendar year for tuition and/or books for an approved trade or educational course related to his or her job description at an approved two or four-year degree institution. The course, the educational institution, and the application must be pre-approved by the department head.

Change Order

No. 3

Date of Issuance: December 3, 2015 Effective Date: December 3, 2015

Project: Grainland Road Water & Sanitary Sewer Extension	Owner: City of Wayne	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Woehler & Sons Construction, Inc.		Engineer's Project No.: 617-016

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

Description: Assessment of liquidated damages as per City Council direction.

Attachments: (List documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
---------------------------	---------------------------

Original Contract Price: \$ <u>197,220.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>October 1, 2015</u> Ready for final payment (days or date): <u>N/A</u>
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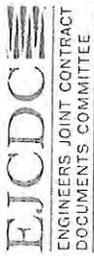
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>1,100.00</u>	Previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Ready for final payment (days): <u>N/A</u>
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Contract Price prior to this Change Order: \$ <u>198,320.00</u>	Contract Times prior to this Change Order: Ready for final payment (days or date): <u>November 1, 2015</u>
--	---

Decrease of this Change Order: \$ <u>1,875.00</u>	Increase of this Change Order: Ready for final payment (days or date): _____
---	---

Contract Price incorporating this Change Order: \$ <u>196,445.00</u>	Contract Times with all approved Change Orders: Ready for final payment (days or date): _____
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RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>12-04-2015</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	



Contractor's Application for Payment No. 2

To (Owner): City of Wayne	Application Period: December 3, 2015
Project: Granland Road - Sewer and Paving Improvements	Via (Engineer): Advanced Consulting Engineering Services
Owner's Contract No.:	Engineer's Project No.: 617-016

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	1	Time	Extension
	2	\$1,100.00	
	3		\$1,875.00
TOTALS		\$1,100.00	\$1,875.00
NET CHANGE BY CHANGE ORDERS			-\$775.00

1. ORIGINAL CONTRACT PRICE..... \$ 197,220.00
2. Net change by Change Orders..... \$ -775.00
3. Current Contract Price (Line 1 ± 2)..... \$ 196,445.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 201,270.30
5. RETAINAGE:
 - a. Work Completed..... \$
 - b. Stored Material..... \$
 - c. Total Retainage (Line 5a + Line 5b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 201,270.30
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 99,912.12
8. AMOUNT DUE THIS APPLICATION..... \$ 101,358.18
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: BSW Date: 12/7/15

Payment of: \$ 101,358.18
 (Line 8 or other - attach explanation of the other amount)

is recommended by: [Signature] (Engineer) 12-04-2015 (Date)

Payment of: \$ 101,358.18
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

PROJECT: Grainland Road Water & Sanitary Sewer Extension
 DIVISION: APPLICATION # 2
 CONTRACTOR: Woehler & Sons Construction, Inc. DATE: December 3, 2015
 PROJECT #: 617-016 WORK THRU: December 3, 2015

A ITEM #	B DESCRIPTION	C ESTIMATED QUANTITY	D UNITS	E BID PRICE	F AMOUNT PREVIOUSLY APPROVED	G AMOUNT THIS PERIOD	WORK COMPLETED			G = H x E TOTAL COST WORK COMPLETED
							H = F + G TOTAL WORK COMPLETED	I STORED MATERIALS	J TOTAL COST WORK COMPLETED	
1.	8" PVC DR 18 WATER MAIN	1273	L.F.	\$25.00	1273		1273			\$31,825.00
2.	6" PVC DR 18 WATER MAIN	12	L.F.	\$24.00	12		12			\$288.00
3.	8" GATE VALVE	4	EACH	\$2,000.00	4		4			\$8,000.00
4.	6" GATE VALVE	2	EACH	\$1,800.00	2		2			\$3,600.00
5.	8"x6" TEE	2	EACH	\$750.00	2		2			\$1,500.00
6.	8" PLUG	1	EACH	\$400.00	1		1			\$400.00
7.	6" FIRE HYDRANT	2	EACH	\$3,500.00	2		2			\$7,000.00
8.	CONNECT TO EXISTING WATER MAIN	1	EACH	\$2,500.00	1		1			\$2,500.00
9.	8"x1" SERVICE SADDLE	12	EACH	\$250.00	0	12	12			\$3,000.00
10.	1" CORPORATION STOP	12	EACH	\$250.00	0	12	12			\$3,000.00
11.	1" CURB STOP	12	EACH	\$500.00	0	12	12			\$6,000.00
12.	1" POLYETHYLENE SERVICE LINE	755	L.F.	\$12.00	0	842	842			\$10,104.00
13.	BORE WATER SERVICE LINE	363	L.F.	\$25.00	0	363	363			\$9,075.00
14.	8" PLUG	2	EACH	\$250.00	0	2	2			\$500.00
15.	8" PVC SANITARY SEWER MAIN	1361	L.F.	\$22.00	182	1179	1361			\$29,942.00
16.	CONCRETE MANHOLE	81	V.F.	\$350.00	26	55	81			\$28,350.00
17.	8"x4" SERVICE WYE	13	EACH	\$250.00	1	12	13			\$3,250.00
18.	4" PVC SANITARY SEWER SERVICE	96	L.F.	\$20.00	26	197	223			\$4,460.00
19.	CONNECT TO EXISTING MANHOLE	1	EACH	\$1,000.00	1		1			\$1,000.00
20.	4" PVC PLUG	13	EACH	\$250.00	1	12	13			\$3,250.00
21.	REMOVE PAVING	698	SQ. YDS.	\$5.00	698	17.66	715.66			\$3,578.30
22.	CONSTRUCT 7" PC CONCRETE PAVING	220	SQ. YDS.	\$65.00	0	243.56	243.56			\$15,831.40
23.	CONSTRUCT 6" PC CONCRETE DRIVE	207	SQ. YDS.	\$60.00	172	26.66	198.66			\$11,919.60
24.	CONSTRUCT 5" PC CONCRETE SIDEWALK	271	SQ. YDS.	\$50.00	209	64.44	273.44			\$13,672.00
1.	STORED MATERIALS		LUMP			1				\$202,045.30
2.	CONSTRUCT PAVING DEPTH FROM 7" TO 8"		LUMP			1				\$0.00
3.	LIQUIDATED DAMAGES		LUMP			1				\$1,100.00
TOTAL CHANGE ORDERS										
TOTAL WORK COMPLETED										
\$201,270.30										

ORIGINAL CONTRACT PRICE	\$197,220.00
NET CHANGE BY CHANGE ORDER (\$775.00)	
TOTAL CONTRACT PRICE	\$196,445.00
TOTAL COMPLETED AND STORED TO DATE	\$201,270.30
RETAINAGE ON WORK COMPLETED	\$0.00
AMOUNT ELIGIBLE FOR PAYMENT TO DATE	\$201,270.30
LESS PREVIOUS PAYMENTS	\$99,912.12
AMOUNT DUE THIS PAY APPLICATION	\$101,358.18
BALANCE TO FINISH (INCLUDING RETAINAGE)	\$0.00

Contractor's Application For Payment No. 2

Application Period: 9/5/15 - 9/17/15
Application Date: 12/4/15

To (Owner): City of Wayne
 From (Contractor): Robert Woehler & Sons Construction, Inc.
 Project: Windom Street Storm Sewer Improvements
 Contract: _____
 Via (Engineer): Advanced Consulting Engineering Services
 Owner's Contract No.: _____
 Contractor's Project No.: _____
 Engineer's Project No.: 617-014

APPLICATION FOR PAYMENT Change Order Summary

Approved Change Orders	Additions	Deductions	
Number CO 1	\$1,500.00		89,663.00
CO 2	\$1,771.70		33,093.80
CO 3	\$29,822.10		122,756.80
CO 4	\$0.00		122,756.80
TOTALS			
NET CHANGE BY CHANGE ORDERS		\$33,093.80	0.00

1. ORIGINAL CONTRACT PRICE \$ 89,663.00
2. Net change by Change Orders \$ 33,093.80
3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ 122,756.80
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 122,756.80
5. RETAINAGE:
 - a. _____ % x \$ _____ Work Completed \$ 0.00
 - b. _____ % x \$ _____ Stored Material \$ 0.00
 - c. Total Retainage (Line 5a + Line 5b) \$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 122,756.80
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 116,618.96
8. AMOUNT DUE THIS APPLICATION \$ 6,137.84
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 0.00

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 6,137.84
 (Line 8 or other - attach explanation of other amount)

is recommended by:  (Engineer) 12-04-2015 (Date)

Payment of: \$ 6,137.84
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

By:  Date: 12/7/15

PROJECT: WINDOM STREET STORM SEWER IMPROVEMENTS APPLICATION # 2
 DIVISION: DATE: DECEMBER 3, 2015
 CONTRACTOR: WOEHLE & SONS CONSTRUCTION INC WORK THRU: DECEMBER 3, 2015
 PROJECT #: 617-014

A ITEM #	B DESCRIPTION	C ESTIMATED QUANTITY	D UNITS	E BID PRICE	F AMOUNT PREVIOUSLY APPROVED	WORK COMPLETED			G = H x F TOTAL COST WORK COMPLETED
						G AMOUNT THIS PERIOD	H = F + G TOTAL WORK COMPLETED		
1.	Construct 36" round equivalent RCP Storm Sewer	50	L.F.	\$150.00	50	0	50		\$7,500.00
2.	Construct 54" round equivalent RCP Storm Sewer	143	L.F.	\$270.00	18	143	161		\$38,610.00
3.	Construct 12" open throat inlet	2	EACH	\$5,000.00	0.5	0.5	1		\$10,000.00
4.	Construct Grate Inlet	1	EACH	\$5,000.00		1	1		\$5,000.00
5.	Construct Junction Box	1	EACH	\$5,000.00	0.5	1.5	2		\$5,000.00
6.	Construct Drive-over Curb Inlet	1	EACH	\$6,500.00		1	1		\$6,500.00
7.	Dowel into existing concrete 18" bars @ 30" O.C.	54	L.F.	\$7.00		54	54		\$378.00
8.	Remove existing 36"x60" storm sewer	170	L.F.	\$10.00	100	92	192		\$1,700.00
9.	Remove existing inlet	4	EACH	\$1,500.00	4	0	4		\$6,000.00
10.	Remove & replace 7" concrete paving NDOR Type 47B-3625	87	SQ. YDS.	\$60.00		483.11	483.11		\$5,220.00
11.	Remove and replace 4" concrete walk NDOR Type 47B-3625	27	SQ. YDS.	\$50.00		72.11	72.11		\$1,350.00
12.	Over excavation of unsuitable material	150	C.Y.	\$7.50		150	150		\$1,125.00
13.	Remove concrete parking lot	320	SQ. YDS.	\$4.00		0	0		\$1,280.00
TOTAL WORK COMPLETED									\$89,663.00

CO 1	Connect to existing box/drop extend 4"	LUMP	\$1,500.00	1	1			\$1,500.00	
CO 2	Crushed concrete base under pip	TONS	\$35.00	50.62	50.62			\$1,771.70	
CO 3	ADDITIONS OR SUBTRACTION TO BRING FINAL QUANTITIES IN ALIGNMENT WITH ESTIMATED QUANTITIES							\$29,822.10	
TOTAL WORK COMPLETED									\$122,756.80

ORIGINAL CONTRACT PRICE	\$89,663.00
NET CHANGE BY CHANGE ORDER	\$33,093.80
TOTAL CONTRACT PRICE	\$122,756.80
TOTAL COMPLETED AND STORED TO DATE	\$122,756.80
RETAINAGE ON WORK COMPLETED	
AMOUNT ELIGIBLE FOR PAYMENT TO DATE	\$122,756.80
LESS PREVIOUS PAYMENTS	\$116,618.96
AMOUNT DUE THIS PAY APPLICATION	\$6,137.84
BALANCE TO FINISH (INCLUDING RETAINAGE)	\$0.00