

**AGENDA  
CITY COUNCIL MEETING  
January 3, 2017**

1. [Approval of Minutes – December 20, 2016, and December 28, 2016](#)
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 the following appointments to the Planning Commission: Michelle Davison and Cory Sandoz](#)
4. [Public Hearing: Community Development Block Grant Loan Application of Auto Anatomy Alternatives, LLC, for \\$70,000 to purchase a local auto body and service business located at 1320 W. 7<sup>th</sup> Street](#)

**Background:** The Wayne Revolving Loan Fund was established in the 1980's when large block grants to the City of Wayne from the Nebraska Department of Economic Development were loaned to Great Dane and other major companies to locate or start up their company here. These companies paid back the block grant loans to the City of Wayne. The Wayne Revolving Loan Fund was established to receive those loan repayments and to hold the funds until they could be loaned out again to other new local business expansions or start-ups.

The Wayne Revolving Loan was used and reused by Wayne until 2013. In 2013, the Nebraska Department of Economic Development decided to require local communities like Wayne to transfer all of our revolving loan funds back to the State or to transfer them to the regional Economic Development District. The Wayne Council, at that time, chose to transfer the funds to Northeast Development District to keep them in our local area.

Northeast Development District has final authority to actually loan the funds, but they defer to Wayne to hold a public hearing on the use of these funds and to approve the business applications first. That action is item Number 5 on this agenda.

5. [Action on the Wayne Community Development Block Grant \(CDBG\) Loan of \\$70,000 to Auto Anatomy Alternatives, LLC, for the purchase of Glen's Auto Body and Service, and sub-grant the \\$70,000 CDBG Funds to NED, Inc., to loan to Auto Anatomy Alternatives, LLC, utilizing the Non-Profit Development Organization \(NDO\) process as presented and recommended by Northeast Nebraska Economic Development Staff and the Northeast Revolving Loan Fund Committee](#)

**Recommendation:** This application for revolving loan funds has been financially reviewed and approved by Bank First and by Northeast Development District Business Loan specialists.

6. [Resolution 2017-1: Approving a Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for General Administration of the Community Development Block Grant 16-CD-008](#)

**Background:** The 2010 U.S. Census designated the southeast quadrant of Wayne eligible for set-aside CIS Block Grant funds for Nebraska Cities of the 1<sup>st</sup> Class. We have used those funds for demolition of abandoned residences, mobile homes and commercial buildings and are currently working on using \$75,000 in grants to upgrade qualified owner-occupied homes.

In 2016, the Nebraska Department of Economic Development modified the CIS grant program with funds set aside for Wayne to become a competitive application program. We made application for the new round of funding and were awarded \$26,000 in planning funds for the eligible part of Wayne. If our plan is approved, we could become eligible for an additional \$700,000 in grant funds for neighborhood improvements in southeast Wayne and some additional neighborhoods in Wayne.

A portion of this \$26,000 Planning Grant can be used to pay for the administration of this grant by certified grant administrators that can do the work for us while making sure we comply with the detailed grant guidelines and requirements.

**Recommendation:** The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the attached Consultant/Service Agreement with Northeast Nebraska Economic Development District.

7. [Action on the 2017 Property & Casualty Insurance Package](#)

**Recommendation:** In 2015, we completed a formal process using a third party to bid out this complete insurance package. The proposal from Northeast Nebraska Insurance Agency, using Employers Mutual Company and subordinate carriers, was the lowest cost package. As Cap described at the December 20<sup>th</sup> Council meeting, there is little change from last year in the policy coverage, the insurance market or premium costs. The recommendation of Lowell Johnson, City Administrator, is to approve the EMC proposal for 2017 as presented by Cap.

8. [Ordinance 2016-17: Authorizing the Release and Abandonment of the utility easements on property located in the Kardell Industrial Park No. 2 Subdivision and in the 2<sup>nd</sup> Replat of Tompkins Industrial Tract #1 Subdivision — Williams Form Engineering \(Second Reading\)](#)
9. [Ordinance 2016-18: Amending Wayne Municipal Code Chapter 14 Animals, Article I. In General, Sec. 14-7 Banned from City \(Second Reading\)](#)
10. [Action to bid out work on the Logan Creek Project](#)

**Background:** South Logan Creek is always shifting as live streams do. The dirt bank under the east end of the Trail Overlook is becoming unstable and will threaten the trail. This project will reconstruct the north stream bank, cover it and stabilize it for an estimated cost of \$65,000, including engineering fees. We have applied for and been approved for a \$25,000 grant from the Lower Elkhorn NRD to assist with this work. Steve Rames, Project Engineer, has secured the required Environmental Review and U.S. Army Corps of Engineer's permit to do this work. The Corps' permit requires us to have a construction contract for the work in hand before May 15<sup>th</sup>.

**Recommendation:** The recommendation of Joel Hansen, City Planner, and Lowell Johnson, City Administrator, is to bid out the work as proposed in the attached Wetland Delineation Report by Olsson Associates.

11. [Action on Appointment of the LB840 Loan Committee](#)
12. [Action to set date for Council Retreat — February 3 & 4 or February 10 & 11](#)
13. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

**MINUTES  
CITY COUNCIL MEETING  
December 20, 2016**

The Wayne City Council met in regular session at City Hall on Tuesday, December 20, 2016, 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, Nick Muir, Jason Karsky, and Jill Brodersen; City Attorney Amy Miller; and City Clerk Betty McGuire. Absent: Councilmembers Jon Haase, Jennifer Sievers, and Matt Eischeid, and City Administrator Lowell Johnson.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 8, 2016, 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 Brodersen, whereas, the Clerk has prepared copies of the Minutes of the meeting of December 6, 2016, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMERICAN RED CROSS, RE, -1055.00; AMERICAN RED CROSS, SE, 1055.00; AMERICAN RED CROSS, RE, 10.00; AMERITAS, SE, 59.50; AMERITAS, SE, 72.00; AMERITAS, SE, 2490.02; AMERITAS, SE, 106.39; APPEARA, SE, 169.67; ARC-HEALTH & SAFETY, SE, 1045.00; BMI, FE, 302.40; BREMER, KELSIE, RE, 80.67; BROWN SUPPLY, SU, 98.99; CARROLL DISTRIBUTING, SU, 692.42; CHRISTIANSEN CONSTRUCTION, SE, 27550.92; CITY EMPLOYEE, RE, 25.92; CITY EMPLOYEE, RE, 1243.53; CITY EMPLOYEE, RE, 459.29; CITY EMPLOYEE, RE, 574.36; CITY OF WAYNE, PY, 67893.67; COMMUNITY HEALTH, RE, 3.00; DAKOTA COUNTY COURT, RE, 73.72; DARRELL MOORE, RE, 100.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 71.16; DAVE'S DRY CLEANING, SE, 90.00; DAVID DREDGE, RE, 500.00; DEARBORN NATIONAL LIFE, SE, 2119.07; ECHO GROUP, SU, 445.25; ELECTRONIC ENGINEERING,

SU, 499.95; FEGLER, KEN, RE, 15.63; FLOOR MAINTENANCE, SU, 42.70; GROSSENBURG IMPLEMENT, SU, 123.55; HANNA:KEELAN ASSOCIATES, SE, 10500.00; HASEMANN, SCOTT, RE, 50.00; ICMA, RE, 7757.18; IRS, TX, 2814.48; IRS, TX, 11331.24; IRS, TX, 12034.30; JACK'S UNIFORMS, SU, 258.70; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KRIZ-DAVIS, SU, 1968.80; KTCH, SE, 556.00; MATTHEW ARMSTRONG, RE, 500.00; MATTHEW BENDER & CO, SU, 372.61; MAXIMUM SOLUTIONS, SU, 7200.00; MIDWEST LABORATORIES, SE, 161.50; MIKEY C PRODUCTIONS, SE, 180.00; MURPHY TRACTOR & EQUIP, SU, 214.07; NE DEPT OF REVENUE, TX, 3760.74; NE FSMA, FE, 100.00; NE HARVESTORE, SU, 285.84; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 230.00; NPPD, SE, 268742.49; NICK MUIR, RE, 100.00; NNPPD, SE, 12579.22; OVERHEAD DOOR, SU, 114.00; PITNEY BOWES, SE, 1497.56; PROGRESSIVE BUSINESS PUBLICATIONS, SU, 299.50; PROGRESSIVE PROPERTIES, RE, 250.00; PROPERTY EXCHANGE, RE, 78.22; PROVIDENCE MEDICAL CENTER, SE, 47.00; QUALITY FOOD, SU, 238.83; SHERWIN WILLIAMS, SU, 224.55; SPARKLING KLEAN, SE, 2555.36; STADIUM SPORTING GOODS, SU, 100.00; STAPLES ADVANTAGE, SU, 1509.17; STATE NEBRASKA BANK & TRUST, SE, 13225.00; STATE NEBRASKA BANK & TRUST, SE, 16390.00; STATE NEBRASKA BANK & TRUST, SE, 5687.50; STATE NEBRASKA BANK & TRUST, SE, 5850.00; THRASHER, RE, 100.00; TOM'S BODY & PAINT SHOP, SE, 56.00; TYLER TECHNOLOGIES, SE, 200.00; UNITED WAY, RE, 5.00; VAKOC CONSTRUCT, SU, 16.47; VIAERO, SE, 132.41; WAYNE COUNTY CLERK, SE, 589.79; WAYNE HERALD, SE, 794.19; WAYNE VETERINARY CLINIC, SE, 140.00; WESCO, SU, 898.80; ZEE MEDICAL SERVICE, SU, 115.51; ABDO PUBLISHING CO, SU, 718.20; AMAZON.COM, SU, 260.94; BAKER & TAYLOR BOOKS, SU, 23.24; BAKER & TAYLOR BOOKS, SU, 906.96; CITY EMPLOYEE, RE, 65.35; CITY EMPLOYEE, RE, 151.98; CITY EMPLOYEE, RE, 258.74; CITY EMPLOYEE, RE, 29.06; CITY OF NORFOLK, SE, 48.00; CUMMINS CENTRAL POWER, SE, 2201.07; DGR & ASSOCIATES, SE, 15762.00; ECHO GROUP, SU, 717.85; FLOOR MAINTENANCE, SU, 68.35; GALE GROUP, SU, 224.16; HEIKES AUTOMOTIVE, SE, 545.70; INGRAM BOOK CO, SU, 161.31; JEO CONSULTING GROUP, SE, 3618.50; LINDNER, PAUL, RE, 100.00; MAIN STREET AUTO CARE, SE, 700.00; MARCO, SE, 126.36; MCLAURY ENGINEER, SE, 17049.75; MIDWEST SERVICE & SALES, SU, 589.90; MIDWEST TAPE, SU, 87.96; NNPPD, SE, 3565.32; O'REILLY AUTOMOTIVE STORES, SU, 37.96; SALT CREEK SOFTWARE, SU, 2140.00; SIRSIDYNIX, SE, 4862.15; SKARSHAUG TESTING LAB, SE, 610.01; STAPLES ADVANTAGE, SU, 39.31; STEFFEN, SU, 408.84; VERIZON, SE, 92.89

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

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

Mayor Chamberlain requested Council consideration to the appointment of Eric Knutson to the Civil Service Commission.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, approving the appointment of Eric Knutson to the Civil Service Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Williams Form Engineering was requesting Council to release and abandon the utility easements on property located in the Kardell Industrial Park No. 2 Subdivision and in the 2<sup>nd</sup> Replat of Tompkins Industrial Tract #1 Subdivision. They are planning to extend their manufacturing building across the lot line of these two lots they already own. The City no longer has a need for these easements, and this release will allow them to build across the lot line.

Councilmember Muir introduced Ordinance 2016-17, and moved for approval thereof; Councilmember Brodersen seconded.

#### ORDINANCE NO. 2016-17

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE UTILITY EASEMENTS ON PROPERTY LOCATED IN THE KARDELL INDUSTRIAL PARK NO. 2 SUBDIVISION, AND IN THE 2<sup>ND</sup> REPLAT OF TOMPKINS INDUSTRIAL TRACT #1 SUBDIVISION.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Cap Peterson with Northeast Nebraska Insurance Agency presented and reviewed the 2017 Property and Casualty Insurance Package.

Mayor Chamberlain stated that Administrator Johnson advised him that the Council should not approve the third and final reading of Ordinance 2016-16 – authorizing the

termination of both the City's wholesale power contract and capacity purchase agreement with Nebraska Public Power District pursuant to the advice of Bernie Cevera of C. H. Guernsey & Co.

After discussion, Councilmember Muir made a motion, which was seconded by Councilmember Giese, to table action on Ordinance 2016-16 until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Attorney Miller stated the following ordinance would amend Sec. 14-7 Banned from City as follows:

"Sec. 14-7 Banned from City

No person shall keep or maintain any animal within the corporate limits of the city except upon obtaining a special permit from the council. Such permit shall specify the place when any such animal may be kept. **Any person or resident who shall own, keep, or harbor an animal permitted to reside within the corporate city limits, shall, within 30 days after receiving council approval, acquire a license for said animal annually on or before May 1 of each year. Licenses shall be issued by the chief of police upon payment of the current license fee for each animal. No license or tag shall be issued until all conditions required by council have been fulfilled.**

This section shall not apply to the keeping or maintaining of dogs, cats, house birds, gerbils, hamsters, guinea pigs, and pet fish. Further, this section shall not apply to commercial sale barn operators, commercial meat slaughtering or packing plant operators, commercial hatcheries, and animal hospitals or clinics operated by licensed veterinarians."

Councilmember Giese introduced Ordinance 2016-18, and moved for approval thereof; Councilmember Greve seconded.

#### ORDINANCE NO. 2016-18

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 14 ANIMALS, ARTICLE I IN GENERAL, SECTION 14-7 BANNED FROM CITY; TO REPEAL CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers, and Eischeid who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Roger Protzman of JEO Consulting Group, who was not present, presented Change Order No. 1 regarding the “2016 Lagoon Sludge Removal & Application Project.” The Change Order, which represents an increase of \$76,000 is for removing an additional 610 tons of sludge, which in essence, saved the City \$35,650.48. The contractor on the project is Midwest Injection, Inc.

Doug Echtenkamp from the Water/Wastewater Department was present to answer questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, approving Change Order No. 1 for an increase of \$76,000 to Midwest Injection, Inc., for the “2016 Lagoon Sludge Removal & Application Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Mr. Protzman also presented Contractor’s Application for Payment No. 1 (Final) for \$325,000 for the “2016 Lagoon Sludge Removal & Application Project” to Midwest injection, Inc. The original contract price was \$249,000.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, approving Contractor’s Application for Payment No. 1 (Final) for \$325,000 to Midwest Injection, Inc., for the “2016 Lagoon Sludge Removal & Application Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Steve Rames of McLaury Engineering, Inc., who was not present, presented Change Order No. 1 regarding the “Nebraska Street Water Main Replacement Project.” The Change

Order, which represents a decrease of \$1,061 is for quantity adjustments. The contractor on the project is Penro Construction Co.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving Change Order No. 1 for a decrease of \$1,061 for quantity adjustments to Penro Construction Co. for the “Nebraska Street Water Main Replacement Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Mr. Rames also presented Contractor’s Application for Payment No. 2 for \$159,720.23 for the “Nebraska Street Water Main Replacement Project” to Penro Construction Co. The original contract price was \$266,012.75.

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, approving Contractor’s Application for Payment No. 2 for \$159,720.23 to Penro Construction Co. for the “Nebraska Street Water Main Replacement Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Sievers and Eischeid who were absent, the Mayor declared the motion carried.

Discussion took place on loaning out the re-use monies that have been paid back from previous LB840 Loans. Wes Blecke was present to answer questions and review some of the LB840 plan with the Council. A revolving loan fund committee needs to be in place before any more applications can come before Council.

Mayor Chamberlain stated his opinion was to let the sales tax collected pay off the LB840 loans that we have taken out of the Electric Fund, and then on the re-use or the revolving loan fund side, we only loan out what we have collected back from the loan payments. At this time, he was just looking for some guidance until a committee has been appointed.

Councilmember Giese did not think all of the money coming in should be loaned back out. He thought a certain percentage should be held back as a reserve. In addition, he thought loan approvals should take place over a three meeting period, two at the least.

No action was taken on Agenda No. 13 – Action on appointment of the LB840 Loan Committee. Mayor Chamberlain would visit with Mr. Blecke on names of people that should be appointed and bring those names forward at a later meeting, as well as the number of people that should be on the committee. His recommendation was five.

Discussion then took place on the annexation and sewer extension for the Event Center Project. Kim McLaury of McLaury Engineering was present to answer questions, as well as Josie Broders. Mr. McLaury reviewed the three options that Mr. Steve Rames had put together.

**Option 1** would provide direct service to 110 acres, most of this is west of Highway 15. This option also allows for future expansion of the system with the extension of an interceptor west along Dog Creek. Option 1 also provides service to a small area east of Highway 15 and north of the city golf course. The system consists of a gravity sewer system upstream of a traditional force main similar to the existing system at the base of Vintage Hills along the northeast side of Wayne. North Sanitary Sewer Extension (Force Main & Collector); 110 acres directly served with gravity sewer; cost of \$5,600/acre served - \$616,000.

**Option 2** would directly open up service to 403 acres. This area is south of Dog Creek, includes the area serviced by Option 1 and also extends to approximately 160 acres east of Centennial Road. Option 2 adds a lift station at Dog Creek and Centennial Road and extends an interceptor line from Centennial Road West to the west side of Highway 15. A section of collector is included along the west side of Highway 15 for service to existing developed and undeveloped properties along Highway 15. North Sanitary Sewer Extension (Force Main, Interceptor, and Collector); 403 acres served with gravity sewer; cost of \$3,200/acre served - \$1,289,600.

**Option 3** utilizes low pressure force main to provide service specifically for an eight acre site north of the golf course. Low pressure force main systems are design for use in flows with controlled input and are used extensively in Nebraska and across the country in hilly and rolling terrain and low lying areas. The pumps and mechanical grinders in low pressure systems are not design for flows with sewer loads of nonorganic materials. If Option 3 is selected it would serve short term needs for purposed development plans at this site with a moderate potential for additional residential loading should the land east of this site be developed for residential use. Any commercial development in this area would require the traditional force main system proposed in Option 1. North Sanitary Sewer Extension (low pressure force main); 8 acres directly served with force main. Cost of \$28,800/acre served - \$230,400.

Mayor Chamberlain stated that according to the Constitution of the state of Nebraska, our first responsibility is to grow the community by annexation.

Councilmember Giese stated the ability to turn Option 3 into Option 1 is the most appealing to him if, somehow it can be rigged so we don't have to put a new force main in.

Mayor Chamberlain stated that Administrator Johnson was hoping Council would provide him with some sort of direction to move this project forward.

Josie Broders stated they do have a plan in place, but it is contingent on how this goes. They have not purchased the property yet. It would not be worth it to purchase the property if they cannot service the whole area and put some lots in. They would be doing about 10 – 16 lots along the bottom portion of the property. They did talk about putting a portion of the LB840 money towards the hook-up fees to help with these costs. They need 5-full acres for the event center and the parking lot.

Mayor Chamberlain stated Option 2 is a big cost for an event center and 16 lots. Option 1 is feasible and enables us to capture the properties on the west side of the highway, now or at whatever point in the future. He stated the area where the City can grow the most is north and west. He felt Option No. 2 was out. If we can make Option 1 work for the entire area that Josie is looking to develop, and she is willing to contribute some of the LB840 monies to buy down some of the cost, this would be option to go with. One of the things Josie discovered in her research was that she would not be able to develop lots on the eastern portion of this property if they could not be hooked up to a sewer system because the septic systems would be too close in proximity to the City well that is out there.

Mayor Chamberlain stated without hearing anything different, he will have Administrator Johnson talk with the engineers about getting an estimate and maybe a design on a system that is an Option 1/Option 3 hybrid.

Councilmember Brodersen left the meeting at 7:15 p.m.

Discussion took place on setting dates for the Council Retreat. Because the original date of January 27<sup>th</sup> and 28<sup>th</sup> does not work for several Councilmembers, staff was directed to bring more dates before Council at the next meeting.

Mayor Chamberlain adjourned the meeting at 7:21 p.m.

**MINUTES  
CITY COUNCIL MEETING  
December 28, 2016**

The Wayne City Council met in special session at City Hall on Wednesday, December 28, 2016, at 12:00 o'clock noon. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; and City Clerk Betty McGuire. Absent: Councilmember Jason Karsky.

Notice of the convening meeting was given in advance by posting in three places on December 22, 2016, 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.

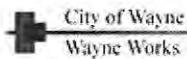
Councilmember Giese introduced Ordinance 2016-16, and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

**ORDINANCE NO. 2016-16**

**AN ORDINANCE AUTHORIZING THE TERMINATION OF BOTH THE CITY'S  
WHOLESALE POWER CONTRACT AND CAPACITY PURCHASE AGREEMENT  
WITH NEBRASKA PUBLIC POWER DISTRICT.**

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Karsky who was absent, 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, with the exception of Councilmember Karsky who was absent, the Mayor declared the motion carried and the meeting adjourned at 12:10 p.m.



| Vendor                                    | Payable Description                      | Payment Total |
|---|--|---------------|
| AMERICAN RED CROSS                        | RED CROSS DEDUCTION                      | 10.00         |
| AMERITAS LIFE INSURANCE                   | POLICE RETIREMENT EMPLOYEE DONATION      | 72.00         |
| AMERITAS LIFE INSURANCE                   | AMERITAS ROTH                            | 50.60         |
| AMERITAS LIFE INSURANCE                   | POLICE RETIREMENT                        | 2,155.12      |
| AMERITAS LIFE INSURANCE                   | POLICE RETIREMENT PERCENT                | 92.70         |
| APPEARA                                   | LINEN & MAT SERVICE                      | 231.67        |
| BAIRD HOLM LLP                            | RATE DISPUTE                             | 1,342.50      |
| BLACK HILLS ENERGY                        | GAS BILLS                                | 1,490.00      |
| BOMGAARS                                  | TOOLS/BATTERIES/PAINT/FASTENERS ETC      | 3,089.28      |
| BROWN SUPPLY CO                           | PRO-RING                                 | 971.82        |
| C. H. GUERNSEY & COMPANY                  | POWER AND TRANSMISSION SERVICES          | 1,430.00      |
| CITY EMPLOYEE                             | MEDICAL REIMBURSEMENT                    | 93.42         |
| CITY OF WAYNE                             | PAYROLL                                  | 68,128.04     |
| COMMUNITY HEALTH                          | HEALTH CHARITIES DONATION                | 3.00          |
| DAS STATE ACCTG-CENTRAL FINANCE           | TELECOMMUNICATIONS CHARGES               | 448.00        |
| DE LAGE LANDEN FINANCIAL                  | SR CENTER COPIER LEASE                   | 77.00         |
| DEARBORN NATIONAL LIFE                    | VFD INS                                  | 116.96        |
| DUTTON-LAINSON COMPANY                    | PLASTIC SEALS                            | 849.54        |
| ECHO GROUP INC JESCO                      | BALLAST/PANEL BOARD/BULBS                | 487.44        |
| ED. M FELD EQUIPMENT CO INC               | BATTERY LIGHT CHARGER                    | 234.00        |
| ELLIS HOME SERVICES                       | FOUNTAIN REPAIR                          | 90.00         |
| EMILY MCCOY                               | AUDITORIUM DEPOSIT REFUND                | 150.00        |
| FIRST CONCORD GROUP LLC                   | FLEX FEES                                | 3,072.98      |
| FLOOR MAINTENANCE                         | PLATES/NAPKINS/LIDS/CREAMER/PAPER TOWELS | 394.65        |
| FREDRICKSON OIL CO                        | OIL                                      | 1,168.56      |
| HACH COMPANY                              | PROBE                                    | 297.89        |
| HASEMANN, SCOTT                           | KOPLIN FUNERAL REFUND                    | 200.00        |
| HELENA CHEMICAL CO.                       | TREE/WEED HERBICIDE                      | 165.00        |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | ICMA RETIREMENT                          | 8,287.60      |
| INTERSTATE ALL BATTERY                    | BATTERIES                                | 139.98        |
| IRS                                       | FICA WITHHOLDING                         | 11,901.74     |
| IRS                                       | FEDERAL WITHHOLDING                      | 10,734.69     |
| IRS                                       | MEDICARE WITHHOLDING                     | 2,783.48      |
| JEO CONSULTING GROUP                      | BIOSOLID HANDLING                        | 240.75        |
| KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE   | PAYROLL DEDUCTION                        | 243.00        |
| KRIZ-DAVIS COMPANY                        | DUSK TO DAWN BULBS/MOUNTING BRACKETS     | 1,156.67      |
| LAQUINTA INNS & SUITES                    | LODGING - B KESTING                      | 89.00         |
| LAYNE CHRISTENSEN CO                      | MECHANICAL SEAL REPAIR                   | 880.00        |
| MIDWEST INJECTION, INC                    | SLUDGE REMOVAL                           | 325,000.00    |
| NE DEPT OF REVENUE                        | STATE WITHHOLDING                        | 3,618.03      |
| NOVA HEALTH EQUIPMENT CO                  | PREVENTATIVE MAINTENANCE                 | 265.50        |

| <b>Vendor</b>               | <b>Payable Description</b> | <b>Payment Total</b> |
|-----------------------------|----------------------------|----------------------|
| NWOD                        | MEMBERSHIP RENEWAL-A JUNCK | 15.00                |
| PENRO CONSTRUCTION CO, INC. | NEBRASKA ST WATER MAIN     | 159,720.23           |
| QUILL CORPORATION           | OFFICE SUPPLIES            | 118.99               |
| SHERWIN WILLIAMS CO         | PAINT FOR POLES            | 234.22               |
| STADIUM SPORTING GOODS      | SHIRTS/EMBROIDERY          | 67.50                |
| THE WAKEFIELD REPUBLICAN    | SUBSCRIPTION RENEWAL       | 30.00                |
| UNITED WAY                  | UNITED WAY DEDUCTION       | 5.00                 |
| WESCO DISTRIBUTION INC      | METER SOCKETS              | 866.70               |
| WISNER WEST                 | FD GASOLINE                | 66.26                |
|                             | <b>Grand Total:</b>        | <b>545,248.47</b>    |

## Wayne City Council Meeting Agenda

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**Object:** Approve a \$70,000 Community Development Block Grant (CDBG) loan to Auto Anatomy Alternatives, LLC; sub-grant funds to Northeast Economic Development, Inc. (NED, Inc.)

**Contact Persons:** Jeff Christensen, NENEDD Business Loan Specialist

**For:** Action

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**Loan Applicant:** – Auto Anatomy Alternatives, LLC – 1320 W. 7<sup>th</sup> Street

Joshua/Martina Swanson & Michael/Angie Urwiler, Members

*This loan is being approved using Wayne's CDBG funds that will be sub-granted to NED, Inc. utilizing the NDO process (Non-Profit Development Organization) NED, Inc. will loan the funds to Auto Anatomy Alternatives, LLC*

### I. Project Overview and Description:

Joshua Swanson and Michael Urwiler have been in the auto body repair business for a combined 30 years and have an opportunity to purchase Glen's Auto Body and Service in Wayne. Joshua has worked for Glen, his uncle, since 1997 and Michael worked there from 2008 to 2012. The purchase/transition has been a work in progress since 2013.

Glen started his auto body repair business approximately 25 years ago out of a shop at his farm place near Wayne. He has operated his business from its present location on the west sides of Wayne on Hwy 35, at 1320 W. 7<sup>th</sup> St. for the past 15 years.

Auto Anatomy Alternatives, LLC will offer a wide range of services including major and minor auto collision repair (body & frame work), paintless dent repair, windshield replacement/repair, and restorations on all makes and models of vehicles. The industry is highly competitive with both suppliers and insurance companies, as they have a great deal of power in setting and negotiating prices of their products and services to repair shops.

By having both Josh and Michael who are well trained auto body technicians doing all the work, they will excel in providing superior customer awareness and interaction. Overall their goal is to keep expenses to a minimum. Initially this will be done with no employee expense to start. They will be the sole contact with each customer from start to finish. They will offer frame & unibody straightening and add mobile windshield replacement and rock chip repair. Eventually adding auto sales and automotive mechanic; keeping everything in-house in the future. They will also offer one evening each week where they will be open later for customer convenience.

The Swansons and Urwilers have formed Auto Anatomy Alternatives, LLC which will own the business personal property assets (equipment, inventory, supplies, etc.) They have also formed a separate company, Black Top Land, LLC, which will own the real estate and lease it to Auto Anatomy Alternatives, LLC.

Total project costs are estimated to be \$260,950 to purchase the building/real estate, equipment, inventory, and goodwill/non-compete. BankFirst, the Swansons and the Urwilers are requesting that the City of Wayne provide a loan in the amount of \$70,000 towards the project. BankFirst will provide a loan of up to \$150,000 and the Wayne Area Economic Development Industries (WAEDI) will provide \$10,000 for equipment, inventory and supplies. The Swansons and Urwilers will provide equity of \$30,950 in cash for the project. The project will create and/or retain two jobs as owners of the business.

### II. Sources and Uses

| Source                    | Bank             | Wayne RLF       | WAEDI           | Equity          | Total            |
|---------------------------|------------------|-----------------|-----------------|-----------------|------------------|
| Land / Building           | \$137,500        | \$52,500        | -0-             | -0-             | \$190,000        |
| Equipment                 | \$7,500          | \$12,500        | \$5,000         | -0-             | \$25,000         |
| Goodwill/Non-Compete/fees | \$5,000          | -0-             | -0-             | \$30,950        | \$35,950         |
| Inventory & Supplies      | -0-              | \$5,000         | \$5,000         | -0-             | \$10,000         |
| <b>Total</b>              | <b>\$150,000</b> | <b>\$70,000</b> | <b>\$10,000</b> | <b>\$30,950</b> | <b>\$260,950</b> |

### **III. Proposed Loan Package and Related Collateral:**

BankFirst will provide a loan of up to \$150,000 for this project. The bank's loan will be amortized over 20 years at an interest rate of 5.50% (variable). The bank will secure its loan with a first deed of trust on the business real estate; blanket UCC on business assets, and personal guarantees from the owners. The City of Wayne will lend \$70,000 for this project. These funds will be sub-granted to NED, Inc., as a Non-profit Development Organization (NDO), who will in turn lend the \$70,000 to Auto Anatomy Alternatives, LLC for this project. The \$70,000 NDO loan will also have a 20 year term at 4.00% (fixed). Payments will be made to NED, Inc. This is the process approved by the Nebraska Department of Economic Development (DED) to de-federalize CDBG funds in our local communities.

NED, Inc. will have a 2<sup>nd</sup> Deed of Trust on the business real estate being purchased and a UCC lien on the business personal property subordinate to the bank. NED, Inc. will require a personal guaranty from each of the owners and life insurance assignments from Josh Swanson and Michael Urwiler for the amount of the loan (\$70,000 each) for the life of the loan. NED, Inc. will also file a Deed of Trust on the personal residences of Swansons and Urwilers as additional collateral for this loan.

Other funds include \$10,000 from the Wayne Area Economic Development Industries. (WAEDI) funds with a 10 year term at 0.00% interest.

The Northeast RLF committee was presented information on credit scores, net worth, collateral, and financial information as part of the loan summary discussion and unanimously recommends this loan for approval.

**Motion:** To approve a Wayne CDBG loan of \$70,000 to Auto Anatomy Alternatives, LLC for the purchase of Glen's Auto Body and Service, and sub-grant the \$70,000 CDBG funds to NED, Inc. to loan to Auto Anatomy Alternatives, LLC, utilizing the Non-Profit Development Organization (NDO) process as presented and recommended by NENEDD staff and the Northeast RLF Committee.

**RESOLUTION NO. 2017-1**

**A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (16-CD-008)**

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of the Community Development Block Grant; and

WHEREAS, the City of Wayne agrees to compensate NNEDD a sum of not to exceed \$3,000 to complete the General Administration Scope of Work for said grant.

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

PASSED AND APPROVED this 3<sup>rd</sup> day of January, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

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

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

**WITNESSES THAT:**

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

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

**WHEREAS**, the City has been notified of CDBG funds reservation as a result of CDBG application 16-CD-008 for the purposes set forth herein, and

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

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

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

**1. Services to be Provided by the Parties**

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

**2. Time of Performance**

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

**3. Consideration**

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by the City exceed the sum of \$3,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

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

#### **4. Records**

The Consultant agrees to maintain such records and follow such procedures as outlined in the grant contract. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant as outlined in the grant contract.

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

#### **5. Relationship**

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

#### **6. Suspension, Termination and Close Out**

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

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
  - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
  - 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
  - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.
  - 2) The consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.
  - 3) The consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- 1) By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.
  - 2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
  - 3) In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
  - 4) The City may terminate this contract at any time giving at least 10 days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## 7. **Changes, Amendments, Modifications**

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

## 8. **Personnel**

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

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

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

**9. Assignability**

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

**10. Reports and Information**

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

**11. Findings Confidential**

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

**12. Copyright**

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

**13. Compliance With Local Laws**

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

**14. Title VI of the Civil Rights Act of 1964**

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of

Nebraska's Community Development Block Grant Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

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

The City, Consultant and subcontractors, if any, will comply with Executive Order 11246 as amended and will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin.

**20. Conflict of Interest (2CFR200.318)**

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an

interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

#### **21. Audits and Inspections**

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

#### **22. Hold Harmless**

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

#### **23. Verification of Work Eligibility Status for New Employees.**

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

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

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

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

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

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

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

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

Consultant shall:

- a. Retain the attestation form, and retain any additional verification documentation required because the applicant attested they were a qualified alien.
- b. Provide such attestation form and other documentation (or copies thereof) to the Department of Economic Development upon the request of such Department.
- c. Maintain aggregate records for the duration of the contract showing: (a) the number of applicants for public benefits under this contract; and, (b) the number of applicants rejected pursuant to the lawful presence requirement (which is the subject matter of the procedural, attestation, and verification requirements set forth in the Nebraska statutes and contractual provisions above).
- d. Provide a summary report to the Department of Economic Development, no later than December 31<sup>st</sup> each calendar year, reflecting data for such calendar year (or portion of such year when there is not a full, calendar year of activity under this contract), so as to allow the Department to fulfill its annual reporting obligation to the Nebraska Legislature concerning these "lawful presence" requirements. The Department's annual report to the Nebraska Legislature is due January 31<sup>st</sup> each year.

## **25. Governing Law**

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

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

**Attachment #1**

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

**Attachment #2**

United States Citizenship Attestation Form for City/Village/County, Nebraska for general administration consisting of one page.

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

**CITY OF WAYNE, NEBRASKA**

BY \_\_\_\_\_

TITLE Mayor

DATE \_\_\_\_\_

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT**

BY \_\_\_\_\_

TITLE Executive Director

DATE \_\_\_\_\_

**ATTACHMENT 1**  
**GENERAL ADMINISTRATION SCOPE OF WORK**

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

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

ATTACHMENT 2

# United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

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

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

|                   |                                |
|-------------------|--------------------------------|
| <b>PRINT NAME</b> | <hr/><br>(first, middle, last) |
| <b>SIGNATURE</b>  | <hr/>                          |
| <b>DATE</b>       | <hr/>                          |

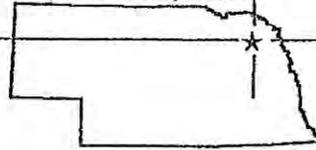
| <b>CITY OF WAYNE</b>                   |                 |                 |                 |
|--|-----------------|-----------------|-----------------|
|  | 2015-2016       | 2016-2017       | 2017-2018       |
| <b>PROPERTY PREMIUMN</b>               | \$86,116.00     | \$82,366.00     | \$94,726.00     |
| Co-Ins 100% Values                     | \$35,180,100.00 | \$35,947,920.00 | \$39,340,650.00 |
| Extra Expense                          | \$120,000.00    | \$120,000.00    | \$120,000.00    |
| Increased Ball Park \$160,000          |                 |                 |                 |
| Add 6 Sirens \$22,131                  |                 |                 |                 |
| Swimming Pool                          |                 |                 |                 |
| <b>COMMERCIAL OUTPUT</b>               | \$55,542.0.0    | \$55,542.00     | \$55,679.00     |
| Power Plant                            |                 |                 |                 |
| Building - Stated Value                | \$35,000,000.00 | \$35,000,000.00 | \$35,000,000.00 |
| Contents - Rep. Cost                   | \$163,900.00    | \$163,900.00    | \$163,900.00    |
| <b>AUTO</b>                            | \$31,727.00     | \$14,618.00     | \$16,982.00     |
| Added 2016 Ford F550                   | 65 units        |                 |                 |
| Added 2016 Ford F550 w/ dura lift      |                 |                 |                 |
| Added Rural Fire Dist 6 units          |                 |                 |                 |
| <b>INLAND MARINE</b>                   | \$7,005.00      | \$8,757.00      | \$8,782.00      |
| Added wood chopper                     |                 |                 |                 |
| Added Rural Fire Dist Equipment        |                 |                 |                 |
| <b>UMBRELLA</b>                        | \$18,749.00     | 18,380.00       | \$23,431.00     |
| Increased limit to 9,000,000           |                 |                 |                 |
| <b>LINEBACKER</b>                      | \$4,349.00      | \$4,349.00      | \$4,349.00      |
| Law Enforcement Liability              | \$2,851.00      | \$2,851.00      | \$2,851.00      |
| <b>CRIME</b>                           | \$773.00        | \$773.00        | \$691.00        |
| <b>LIABILITY</b>                       | \$22,174.00     | \$13,039.00     | \$15,021.00     |
| Added Rural Fire Dist as add'l insured |                 |                 |                 |
| <b>WORKERS COMPENSATION</b>            | \$79,022.00     | \$63,145.00     | \$70,985.00     |
| Exp Mod                                | 1.04            | 0.91            | 0.93            |
| Audit 15/16 add \$6936.00              |                 |                 |                 |
| <b>TERRORISM</b>                       | INCLUDED        | INCLUDED        | INCLUDED        |
|  | \$2,498.00      | \$2,147.00      | \$3,013.00      |
| <b>TOTAL</b>                           | \$308,308.00    | \$263,820.00    | \$293,497.00    |

# City of Wayne

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

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

Incorporated - February 2, 1884



## REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: TOM REED FOR WILLIAMS FORM ENGINEERING, CORP.

Address: 311 E 7<sup>TH</sup> ST #205 1611 SUMMERFIELD DR  
WAYNE NE 68787 WAYNE NE 68787

Telephone No.: (360) 635-1914 (402) 833-0978

Date of Request: 11/22/16

Description of Requested Topic: \_\_\_\_\_  
REQUESTING CITY OF WAYNE TO VACATE  
EASEMENT BETWEEN TWO PROPERTY'S  
OWNED BY SAME ENTITY - WILLIAMS FORM ENGINEERING, CORP.

\_\_\_\_\_

\_\_\_\_\_

2 - ATTACHMENTS



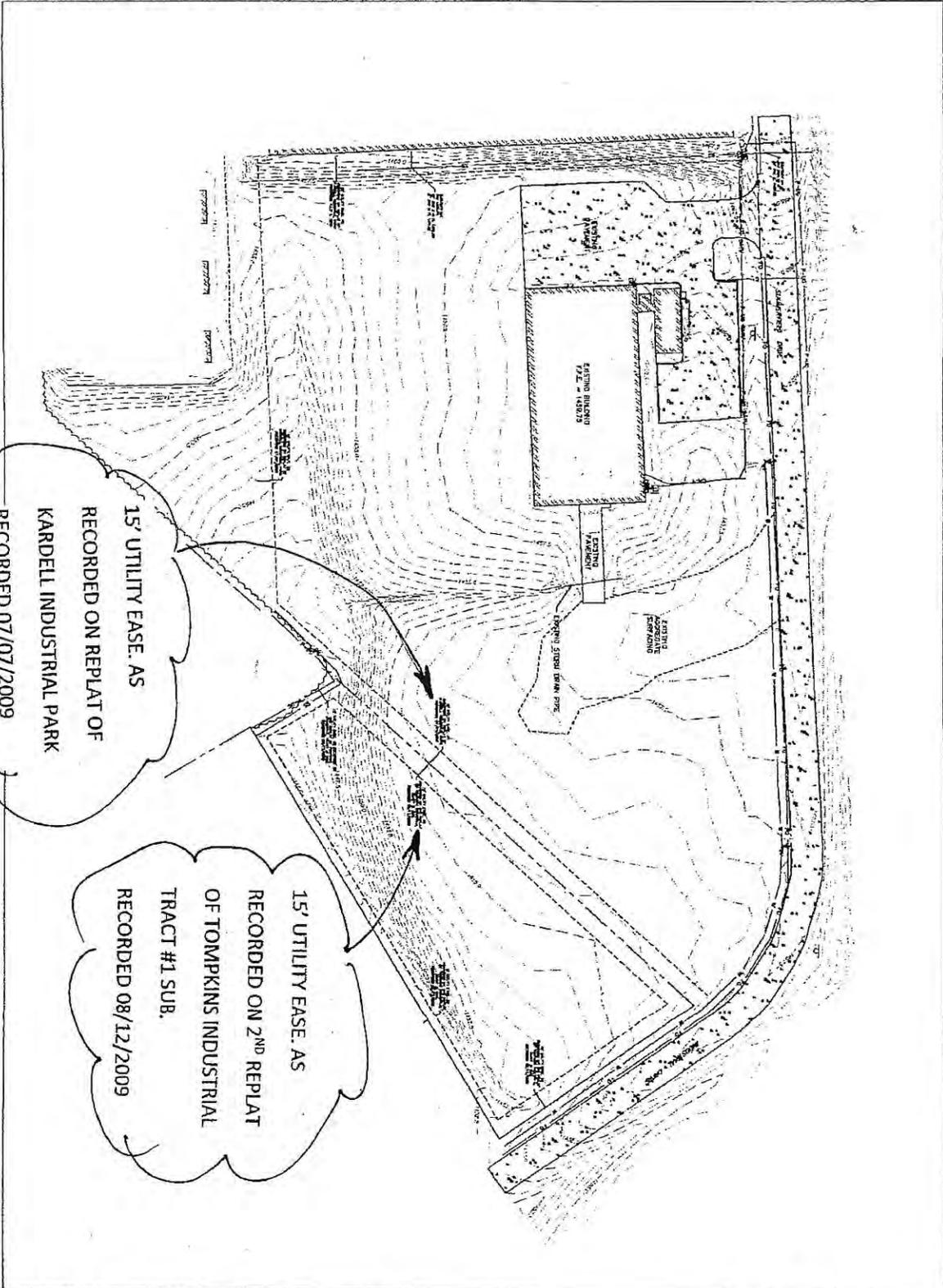
Home of Wayne State College



Equal Housing Opportunity

1#

DATE: Nov 10, 2016 2:43pm  
 DWG: F:\2016\2501-3000\216-2557\40-Design\AutoCAD\Fed Plaza\Sheet\50M\C\_CON\_A2557.dwg  
 USER: cadwaker  
 PLOT: C:\PROG~1\AutoCAD\acadp... V\_XTPLO\_2257 51.0 C:\TRAJ\_52857 C:\PLOT\_52857 cadwaker



15' UTILITY EASE, AS RECORDED ON REPLAT OF KARDELL INDUSTRIAL PARK RECORDED 07/07/2009

15' UTILITY EASE, AS RECORDED ON 2ND REPLAT OF TOMPKINS INDUSTRIAL TRACT #1 SUB. RECORDED 08/12/2009

|                 |  |                               |      |
|-----------------|--|-------------------------------|------|
| SHEET<br>2 OF 4 | SITE EXISTING TOPOGRAPHY<br>MEDALLION-WILLIAMS CONSTRUCTION WAYNE<br>SHOP ADDITION<br>WAYNE, NEBRASKA  | REV. NO.<br>DATE<br>REVISIONS | 2016 |
|                 | MOLSSON ASSOCIATES<br>201 East 2nd Street<br>P.O. Box 1278<br>Grand Island, NE 68803-1278<br>TEL: 508.344.8700<br>FAX: 508.344.8702<br>www.molssonassociates.com |                               |      |



**ORDINANCE NO. 2016-17**

**AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE UTILITY EASEMENTS ON PROPERTY LOCATED IN THE KARDELL INDUSTRIAL PARK NO. 2 SUBDIVISION, AND IN THE 2<sup>ND</sup> REPLAT OF TOMPKINS INDUSTRIAL TRACT #1 SUBDIVISION.**

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The City of Wayne, Nebraska, has received a request to release the utility easements on property legally described as follows:

Fifteen (15) feet on each side of the lot line between Lot 1, Kardell Industrial Park No. 2 Subdivision to Wayne County, Nebraska, and Lot 1, 2nd Replat of Tompkins Industrial Tract #1 Subdivision to Wayne County, Nebraska; excluding the last fifteen (15) feet on both ends of said lot line.

Section 2. The City hereby releases and abandons the utility easements on the property legally described above, and the Mayor is hereby authorized to execute the quitclaim deed to the current property owner to carry out said release and abandonment.

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

PASSED AND APPROVED THIS \_\_\_\_\_ day of January, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2016-18**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 14 ANIMALS, ARTICLE I IN GENERAL, SECTION 14-7 BANNED FROM CITY; TO REPEAL CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Chapter 14, Article I, Section 14-7 of the Wayne Municipal Code is hereby amended as follows:

Sec. 14-7 Banned from City

No person shall keep or maintain any animal within the corporate limits of the city except upon obtaining a special permit from the council. Such permit shall specify the place when any such animal may be kept. **Any person or resident who shall own, keep, or harbor an animal permitted to reside within the corporate city limits, shall, within 30 days after receiving council approval, acquire a license for said animal annually on or before May 1 of each year. Licenses shall be issued by the chief of police upon payment of the current license fee for each animal. No license or tag shall be issued until all conditions required by council have been fulfilled.**

This section shall not apply to the keeping or maintaining of dogs, cats, house birds, gerbils, hamsters, guinea pigs, and pet fish. Further, this section shall not apply to commercial sale barn operators, commercial meat slaughtering or packing plant operators, commercial hatcheries, and animal hospitals or clinics operated by licensed veterinarians.

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of January, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

# WETLAND DELINEATION REPORT

**Nebraska Highway 15 Bridge  
Nebraska Highway 15 & South Logan Creek  
Wayne, Wayne County, Nebraska**

*Prepared for:*

**McLaury Engineering  
208 Main Street  
PO Box 232  
Wayne, Nebraska 68787**

*Prepared by:*

**Olsson Associates  
2111 South 67th Street, Suite 200  
Omaha, Nebraska 68106**

**Olsson Project No. 016-3428**

**November 2016**

## Table of Contents

|                                       |   |
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| 1. Introduction .....                 | 2 |
| 2. Site Description .....             | 2 |
| 3. Review of Existing Resources ..... | 2 |
| 4. Field Investigation .....          | 3 |
| 5. Summary of Findings .....          | 3 |

### Appendices

|            |   |
|------------|---|
| Appendix A | Figures                                       |
| Appendix B | Wetlands and Waters, Summary, and Data Sheets |
| Appendix C | Soils Data                                    |

## 1. Introduction

Olsson completed a wetland evaluation for the proposed bank stabilization of South Logan Creek located along the southern limits of the city of Wayne, Nebraska. The legal description of the site is in the southwest  $\frac{1}{4}$  of Section 18, Township 26 North, Range 4 East. The study area for the wetland evaluation consisted of approximately 0.5 acre and is depicted on Figures 1 and 2 in Appendix A.

The site was visited by Olsson biologists on October 20th, 2016 to complete a delineation of wetlands and other waters. One wetland and one water were identified within the study area.

## 2. Site Description

The study area consisted of the north bank of the South Logan Creek, east of Nebraska Highway 15. Wayne Trail, a pedestrian walking/bike trail borders the site to the north, Highway 15 to the east, South Logan Creek to the south and east.

The study area is located along the southern limits of the City of Wayne, NE.

## 3. Review of Existing Resources

This evaluation consisted of a review of existing data that included aerial photography, United States Geological Survey (USGS) topographic map, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI), and the Natural Resources Conservation Service (NRCS) Sarpy County Soil Survey.

### USGS Topographic Map

The USGS topographic map (Figure 1, Appendix A) indicates the site is relatively flat with the elevation approximately 1,450 feet throughout the study area. The USGS topographic map depicts one stream channel within the study area.

The stream channel is depicted by a solid blue line, indicating a perennial channel. The stream channel is located along the southern boundary of the study area, and flows from west to east. The stream channel is a named channel, South Logan Creek.

### Soil Survey

According to the soil survey for Wayne County (Figure 3, Appendix A), the soils on the site are mapped as:

- 7153: Kennebec silt loam, rarely flooded

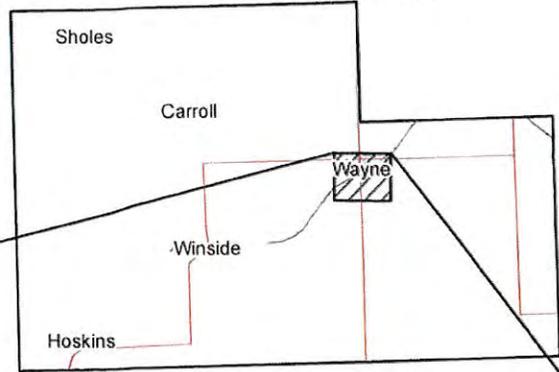
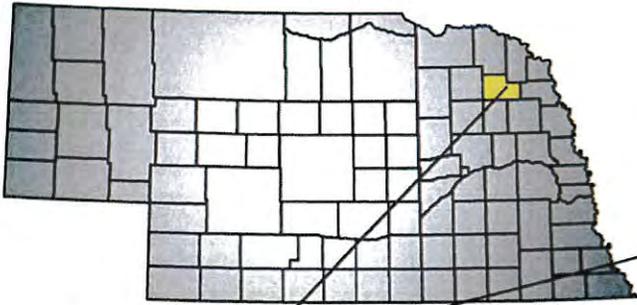
The soil found in the study area is typically found in flood plains and classified as moderately well drained. According to the map unit descriptions of Wayne County soils, Kennebec silt loam soil

Olsson discovered one wetland within the study area, this wetland is likely to be jurisdictional because it drains to South Logan Creek, a nexus to the Elkhorn River, a nexus of the Platte River, which is a nexus to the Missouri River, a Water of the U.S. The wetland is classified as Palustrine Emergent Temporarily Flooded (PEMA). For further details of the wetland refer to Figure 4 in Appendix A and Appendix B.

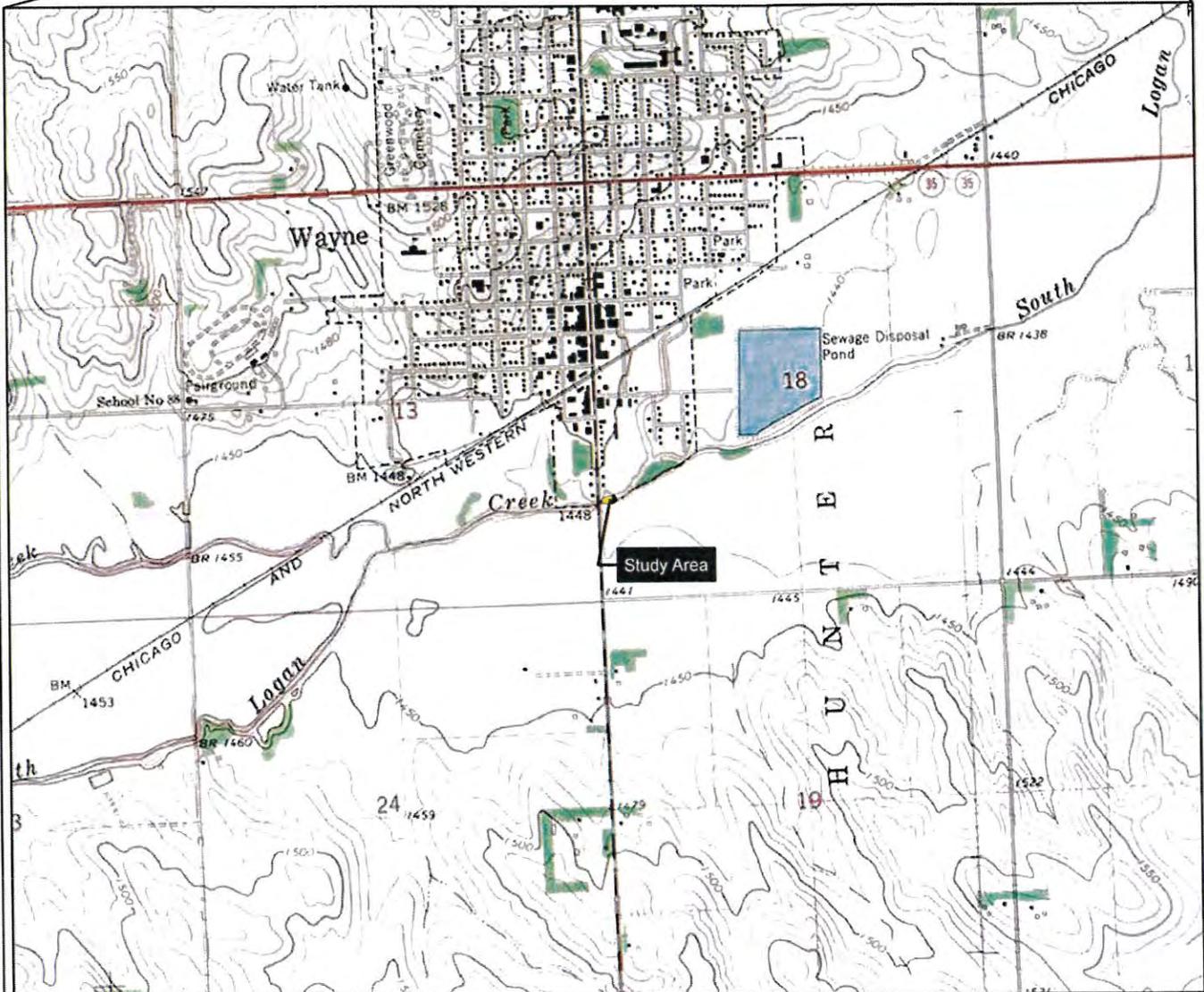
The channel within the study area is likely to be jurisdictional due to its connectivity with the Elkhorn River, a nexus of the Platte River, which is a nexus to the Missouri River, a Water of the U.S. Channel 1 is located along the south boundary of the study area, and is classified as perennial. For further details on the stream channels refer to Figure 4 in Appendix A and Appendix B.

NEBRASKA

WAYNE COUNTY

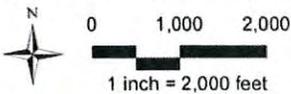


Project Location

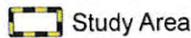


W:\tfs\projects\2016\3001-3500\016-3428\40-Design\GIS\16-11-09\_ENVA\_Delineation Maps.mxd User: rdoly

Data Source: ESRI - USA Topo Maps



Legend



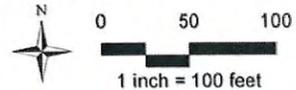
Logan Creek  
Wayne, Nebraska  
Olsson Project # 016-3428  
Location Map  
Figure 1



\\nts-fs1\projects\2016\3001-3500\016-3428\4b-Design\GIS\16-11-09\_ENVA\_Delineation Maps.mxd User: rdoty



Data Source: ESRI World Imagery



### Legend

-  Study Area
-  SSURGO Soils
- National Wetland Inventory**
-  Freshwater Emergent Wetland
-  Riverine

**Logan Creek**  
Wayne, Nebraska  
Olsson Project # 016-3428  
**Natural Resources Map**  
Figure 3



**Appendix B**

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**Wetlands and Waters,  
Summary, and Data Sheets**



Photo 2 looking southeast at the PEMA wetland.

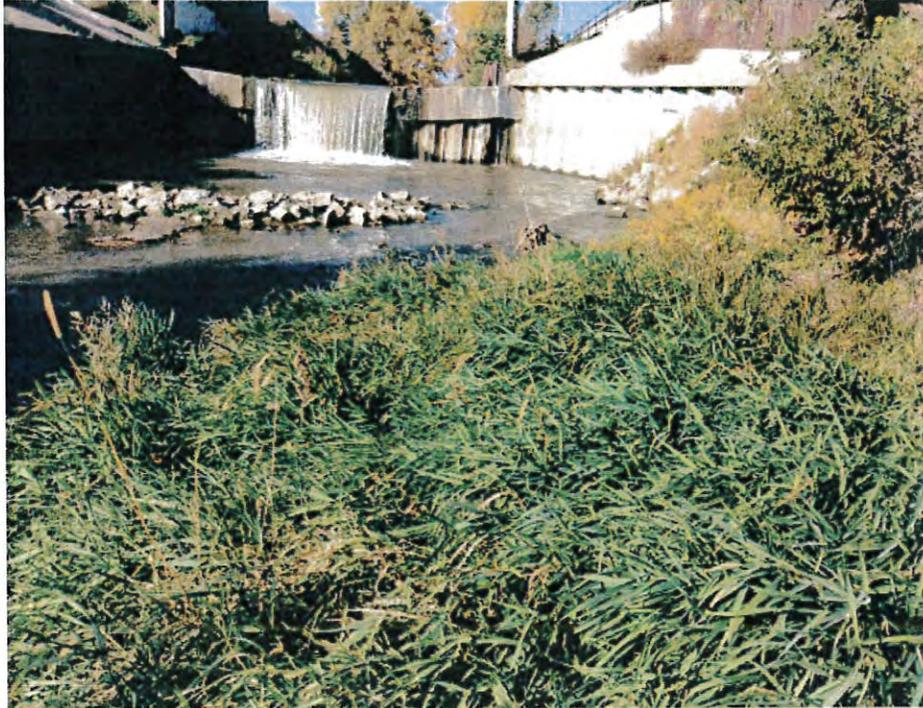


Photo 4 looking northwest at the PEMA wetland and South Logan Creek.

## Wetland Determination Data Form - Midwest Region

Project/Site: Wayne Bank Stabilization City/County: Wayne/ Wayne Sampling Date: 10/20/2016

Applicant/Owner: McLaury Engineering State: NE Sampling Point: 1

Investigator(s): Keith Simmons Section, Township, Range: \_\_\_\_\_

Landform (hillslope, terrace, etc.): Fringe Local relief (concave, convex, none): None

Slope (%): 0-2% Lat: 42.224435 Long: -97.017362 Datum: UTM83

Soil Map Unit Name: 7153: Kennebec silt loam NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No \_\_\_\_\_ (If no, explain in Remarks)

Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ significantly disturbed? Are "Normal Circumstances" present? Yes  No \_\_\_\_\_

Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ naturally problematic? (If needed, explain any answers in Remarks.)

### SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

|  |  |
|--|--|
| Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No _____<br>Hydric Soil Present? Yes <input checked="" type="checkbox"/> No _____<br>Wetland Hydrology Present? Yes <input checked="" type="checkbox"/> No _____ | Is the Sampled Area within a Wetland? Yes <input checked="" type="checkbox"/> No _____ |
|--|--|

Remarks:  
PEMA wetland.

### VEGETATION - Use scientific names of plants.

| Tree Stratum (Plot size: <u>30 ft</u> )                 | Absolute % Cover   | Dominant Species?                   | Indicator Status | Dominance Test worksheet:  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
|---|--------------------|-------------------------------------|------------------|--|-------------------|--------------|----------------------|----------------|-------------------------|------------------|----------------------|----------------|-----------------------|----------------|----------------------|----------------|---------------------------|--------------------|--------------------------------------|--|
| 1. _____  | _____              | _____                               | _____            | Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A)<br><br>Total Number of Dominant Species Across All Strata: <u>2</u> (B)<br><br>Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)   |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 2. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 3. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 4. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 5. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| <u>0</u> = Total Cover                                  |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| <b>Sapling/Shrub Stratum</b> (Plot size: <u>15 ft</u> ) |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 1. <u>Salix amygdaloides</u>                            | <u>10</u>          | <input checked="" type="checkbox"/> | FACW             | <b>Prevalence Index worksheet:</b><br><table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Total % Cover of:</th> <th style="width: 50%;">Multiply by:</th> </tr> </thead> <tbody> <tr> <td>OBL species <u>0</u></td> <td>x 1 = <u>0</u></td> </tr> <tr> <td>FACW species <u>100</u></td> <td>x 2 = <u>200</u></td> </tr> <tr> <td>FAC species <u>0</u></td> <td>x 3 = <u>0</u></td> </tr> <tr> <td>FACU species <u>0</u></td> <td>x 4 = <u>0</u></td> </tr> <tr> <td>UPL species <u>0</u></td> <td>x 5 = <u>0</u></td> </tr> <tr> <td>Column Totals: <u>100</u></td> <td>(A) <u>200</u> (B)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Prevalence Index = B/A = <u>2.00</u></td> </tr> </tbody> </table> | Total % Cover of: | Multiply by: | OBL species <u>0</u> | x 1 = <u>0</u> | FACW species <u>100</u> | x 2 = <u>200</u> | FAC species <u>0</u> | x 3 = <u>0</u> | FACU species <u>0</u> | x 4 = <u>0</u> | UPL species <u>0</u> | x 5 = <u>0</u> | Column Totals: <u>100</u> | (A) <u>200</u> (B) | Prevalence Index = B/A = <u>2.00</u> |  |
| Total % Cover of:                                       | Multiply by:       |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| OBL species <u>0</u>                                    | x 1 = <u>0</u>     |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| FACW species <u>100</u>                                 | x 2 = <u>200</u>   |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| FAC species <u>0</u>                                    | x 3 = <u>0</u>     |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| FACU species <u>0</u>                                   | x 4 = <u>0</u>     |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| UPL species <u>0</u>                                    | x 5 = <u>0</u>     |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| Column Totals: <u>100</u>                               | (A) <u>200</u> (B) |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| Prevalence Index = B/A = <u>2.00</u>                    |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 2. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 3. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 4. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 5. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| <u>10</u> = Total Cover                                 |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| <b>Herb Stratum</b> (Plot size: <u>5 ft</u> )           |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 1. <u>Phalaris arundinacea</u>                          | <u>90</u>          | <input checked="" type="checkbox"/> | FACW             | <b>Hydrophytic Vegetation Indicators:</b><br><input checked="" type="checkbox"/> 1 - Rapid Test for Hydrophytic Vegetation<br>_____ 2 - Dominance Test is >50%<br>_____ 3 - Prevalence Index is ≤3.0'<br>_____ 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet)<br>_____ Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)   |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 2. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 3. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 4. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 5. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 6. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 7. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 8. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 9. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 10. _____   | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| <u>90</u> = Total Cover                                 |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| <b>Woody Vine Stratum</b> (Plot size: <u>30 ft</u> )    |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 1. _____  | _____              | _____                               | _____            | <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.   |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| 2. _____  | _____              | _____                               | _____            |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |
| <u>0</u> = Total Cover                                  |                    |                                     |                  |  |                   |              |                      |                |                         |                  |                      |                |                       |                |                      |                |                           |                    |                                      |  |

Remarks: (Include photo numbers here or on a separate sheet.)

## Wetland Determination Data Form - Midwest Region

Project/Site: Wayne Bank Stabilization City/County: Wayne/ Wayne Sampling Date: 10/20/2016  
 Applicant/Owner: McLaury Engineering State: NE Sampling Point: 2  
 Investigator(s): Keith Simmons Section, Township, Range: \_\_\_\_\_  
 Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): Convex  
 Slope (%): 15-20% Lat: 42.224437 Long: -97.017303 Datum: UTM83  
 Soil Map Unit Name: 7153: Kennebec silt loam NWI classification: N/A

Are climatic / hydrologic conditions on the site typical for this time of year? Yes  No  (If no, explain in Remarks)  
 Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ significantly disturbed? Are "Normal Circumstances" present? Yes  No   
 Are Vegetation \_\_\_\_\_, Soil \_\_\_\_\_, or Hydrology \_\_\_\_\_ naturally problematic? (If needed, explain any answers in Remarks.)

### SUMMARY OF FINDINGS - Attach site map showing sampling point locations, transects, important features, etc.

|                                 |           |  |                                       |           |  |
|---------------------------------|-----------|--|---------------------------------------|-----------|--|
| Hydrophytic Vegetation Present? | Yes _____ | No <input checked="" type="checkbox"/> | Is the Sampled Area within a Wetland? | Yes _____ | No <input checked="" type="checkbox"/> |
| Hydric Soil Present?            | Yes _____ | No <input checked="" type="checkbox"/> |                                       |           |  |
| Wetland Hydrology Present?      | Yes _____ | No <input checked="" type="checkbox"/> |                                       |           |  |

Remarks:  
 Outpoint for Sample Point 1.

### VEGETATION - Use scientific names of plants.

| Stratum                      | Plot size    | Absolute % Cover | Dominant Species?                   | Indicator Status | Dominance Test worksheet:   |
|------------------------------|--------------|------------------|-------------------------------------|------------------|---|
| <u>Tree Stratum</u>          | <u>30 ft</u> |                  |                                     |                  | Number of Dominant Species That Are OBL, FACW, or FAC: <u>0</u> (A)     |
| 1. _____                     |              |                  |                                     |                  | Total Number of Dominant Species Across All Strata: <u>1</u> (B)        |
| 2. _____                     |              |                  |                                     |                  | Percent of Dominant Species That Are OBL, FACW, or FAC: <u>0%</u> (A/B) |
| 3. _____                     |              |                  |                                     |                  |   |
| 4. _____                     |              |                  |                                     |                  |   |
| 5. _____                     |              |                  |                                     |                  |   |
|                              |              | <u>0</u>         | = Total Cover                       |                  |   |
| <u>Sapling/Shrub Stratum</u> | <u>15 ft</u> |                  |                                     |                  |   |
| 1. _____                     |              |                  |                                     |                  |   |
| 2. _____                     |              |                  |                                     |                  |   |
| 3. _____                     |              |                  |                                     |                  |   |
| 4. _____                     |              |                  |                                     |                  |   |
| 5. _____                     |              |                  |                                     |                  |   |
|                              |              | <u>0</u>         | = Total Cover                       |                  |   |
| <u>Herb Stratum</u>          | <u>5 ft</u>  |                  |                                     |                  |   |
| 1. <u>Bromus inermis</u>     |              | <u>100</u>       | <input checked="" type="checkbox"/> | FACU             |   |
| 2. _____                     |              |                  |                                     |                  |   |
| 3. _____                     |              |                  |                                     |                  |   |
| 4. _____                     |              |                  |                                     |                  |   |
| 5. _____                     |              |                  |                                     |                  |   |
| 6. _____                     |              |                  |                                     |                  |   |
| 7. _____                     |              |                  |                                     |                  |   |
| 8. _____                     |              |                  |                                     |                  |   |
| 9. _____                     |              |                  |                                     |                  |   |
| 10. _____                    |              |                  |                                     |                  |   |
|                              |              | <u>100</u>       | = Total Cover                       |                  |   |
| <u>Woody Vine Stratum</u>    | <u>30 ft</u> |                  |                                     |                  |   |
| 1. _____                     |              |                  |                                     |                  |   |
| 2. _____                     |              |                  |                                     |                  |   |
|                              |              | <u>0</u>         | = Total Cover                       |                  |   |

| Prevalence Index worksheet:          |            |              |                |
|--------------------------------------|------------|--------------|----------------|
| Total % Cover of:                    |            | Multiply by: |                |
| OBL species                          | <u>0</u>   | x 1 =        | <u>0</u>       |
| FACW species                         | <u>0</u>   | x 2 =        | <u>0</u>       |
| FAC species                          | <u>0</u>   | x 3 =        | <u>0</u>       |
| FACU species                         | <u>100</u> | x 4 =        | <u>400</u>     |
| UPL species                          | <u>0</u>   | x 5 =        | <u>0</u>       |
| Column Totals:                       | <u>100</u> | (A)          | <u>400</u> (B) |
| Prevalence Index = B/A = <u>4.00</u> |            |              |                |

| Hydrophytic Vegetation Indicators: |  |
|------------------------------------|--|
| —                                  | 1 - Rapid Test for Hydrophytic Vegetation  |
| —                                  | 2 - Dominance Test is >50%   |
| —                                  | 3 - Prevalence Index is ≤3.0 <sup>1</sup>  |
| —                                  | 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) |
| —                                  | Problematic Hydrophytic Vegetation <sup>1</sup> (Explain)  |

<sup>1</sup>Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Remarks: (Include photo numbers here or on a separate sheet.)



## Appendix C

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### Soils Data

# Preface

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Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means

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individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

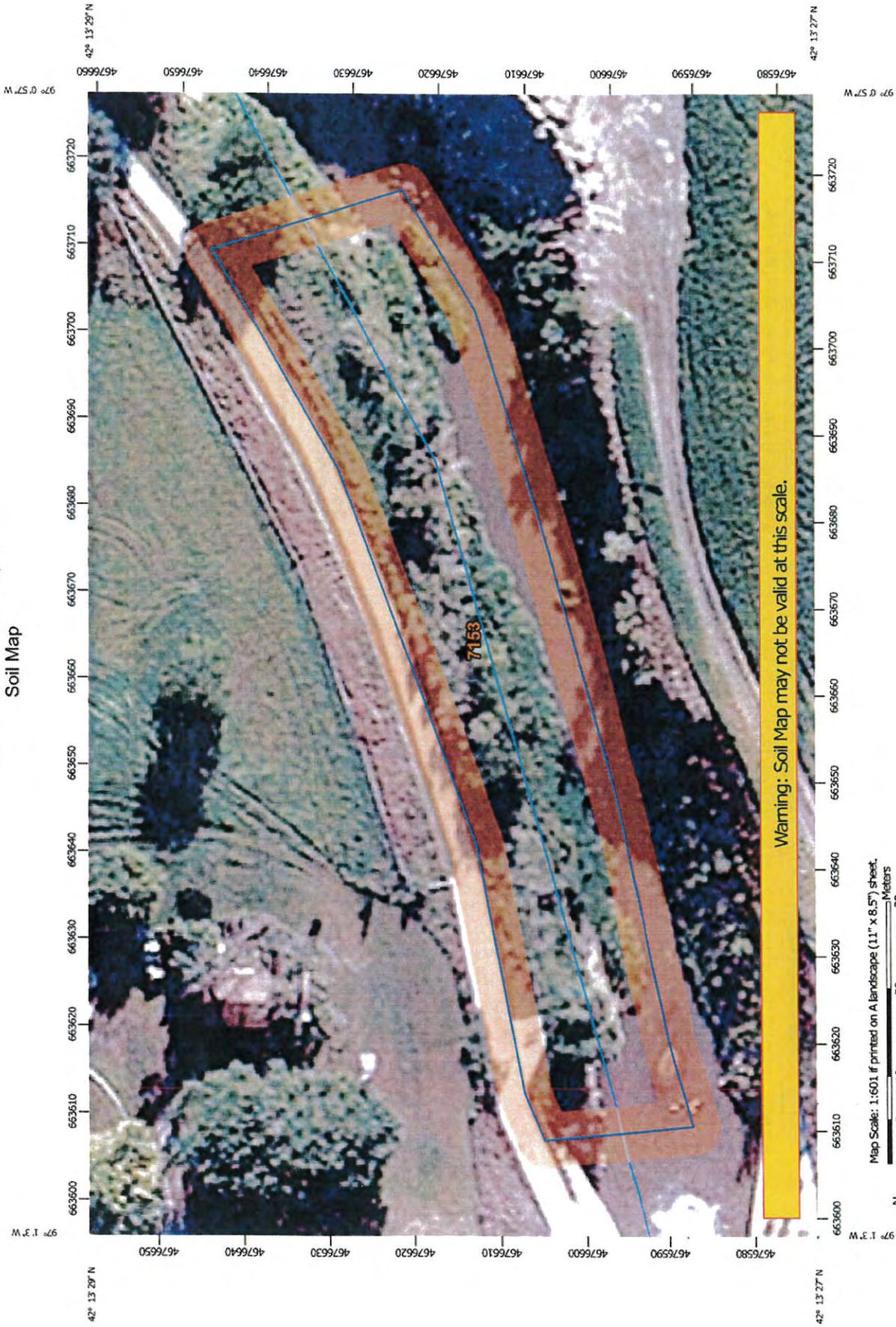
Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

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Soil Map



## Map Unit Legend

| Wayne County, Nebraska (NE179)     |                                    |              |                |
|------------------------------------|------------------------------------|--------------|----------------|
| Map Unit Symbol                    | Map Unit Name                      | Acres in AOI | Percent of AOI |
| 7153                               | Kennebec silt loam, rarely flooded | 0.5          | 100.0%         |
| <b>Totals for Area of Interest</b> |                                    | <b>0.5</b>   | <b>100.0%</b>  |

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

## Wayne County, Nebraska

### 7153—Kennebec silt loam, rarely flooded

#### Map Unit Setting

*National map unit symbol:* gb39  
*Elevation:* 1,200 to 1,800 feet  
*Mean annual precipitation:* 26 to 28 inches  
*Mean annual air temperature:* 46 to 50 degrees F  
*Frost-free period:* 140 to 160 days  
*Farmland classification:* All areas are prime farmland

#### Map Unit Composition

*Kennebec and similar soils:* 100 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Kennebec

##### Setting

*Landform:* Flood plains  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Silty alluvium

##### Typical profile

*A1 - 0 to 36 inches:* silt loam  
*A2 - 36 to 60 inches:* silt loam, silty clay loam  
*A2 - 36 to 60 inches:*

##### Properties and qualities

*Slope:* 0 to 1 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Moderately well drained  
*Runoff class:* Negligible  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 2.00 in/hr)  
*Depth to water table:* About 48 to 72 inches  
*Frequency of flooding:* Rare  
*Frequency of ponding:* None  
*Available water storage in profile:* Very high (about 18.3 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 1  
*Land capability classification (nonirrigated):* 1  
*Hydrologic Soil Group:* B  
*Ecological site:* Loamy Lowland (R102CY050NE)  
*Other vegetative classification:* Overflow (G106XY500NE)  
*Hydric soil rating:* No

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United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

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