

**AGENDA  
CITY COUNCIL MEETING  
January 17, 2017**

1. [Approval of Minutes – January 3, 2017](#)

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 Senior Center.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. [Action on Wayne Volunteer Fire Department Application for Membership of Don Johnson — Phil Monahan, Fire Chief](#)

4. [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 \(Third and Final Reading\)](#)

5. [Ordinance 2016-18: Amending Wayne Municipal Code Chapter 14 Animals, Article I. In General, Sec. 14-7 Banned from City \(Third and Final Second Reading\)](#)

6. [Ordinance 2017-1: Authorizing the vacation of an alley located in the City of Wayne described as the north-south alley adjacent to Lots 1-12, Block 5, College Hill First Addition to the City of Wayne - Tom Jacobsen](#)

**Background:** Tom owns the property on both sides of this alley. He will build another apartment complex on the east side and add more paved parking. We have a water main through the alley and will reserve a utility easement for future use.

**Recommendation:** The recommendation of Lowell Johnson, City Administrator, is to approve the ordinance and reserve the permanent easement.

7. [Ordinance 2017-2: Amending Wayne Municipal Code, Article VI. Snow Plow Alert, Sec. 78-282 Parking on City Streets](#)

**Background:** The section to be deleted from the code is confusing and not needed. The amended code will be clear that the alert period will begin when the City Administrator announces it to the public and end when each street is completely cleared to the curb or when the City Administrator announces the end of the alert

**Background:** The recommendation of Lowell Heggemeyer, plow operator, and Lowell Johnson, City Administrator, is to approve the amendment.

8. [Resolution 2017-2: Accepting Bid and Awarding Contract on the Electric Distribution Project — Furnishing Electric Materials for the West Inner and East Inner Conversion Project](#)

**Background:** This is the first order of materials for the Phase I upgrade of some of our oldest power lines in the West Inner and East Inner Conversion to underground project. This will eliminate the old overhead lines and poles in the alleys and install new lines underground. A map of the project area with the lines to be put underground and a materials list and bids are in the packet. This project will require us to install new underground services to almost all of the residences in the project.

**Recommendation:** The recommendation of Tim Sutton, Electric Distribution Line Supervisor, is to accept the low bids as recommended by the project engineer, DGR Engineering.

9. [Resolution 2017-3: Accepting Bid and Awarding Contract on the City Hall Carpet Replacement Project](#)

**Background:** This will replace the carpet in the billing office and first floor Police Department waiting area in the hall. Bids are being taken until Friday at 2:00 p.m.

**Recommendation:** A recommendation will be emailed out to you after they have been reviewed by city staff.

10. [Resolution 2017-4: Authorizing Chief Elected Official to Request Community Development Block Grant Funds](#)

**Background:** This legal document to be executed will reserve \$26,400 for Wayne to use for a planning grant that would prepare a long-term plan for public and private improvements in eligible residential areas of Wayne. The final plan would then make Wayne eligible for several hundred thousand dollars in future grants for neighborhood improvement projects in eligible residential areas of Wayne.

**Recommendation:** The Recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the Resolution.

11. [Action on Leverage Letter Approval](#)

**Background:** The planning grant above requires the community to “leverage” the grant funds with a local improvement project to assist qualified homeowners. The minimum value required for the leverage is \$12,600. The attached letter, if approved, will exceed the required amount and establish a trial loan program to finance and install energy saving home improvements that will use the savings in energy costs to repay the loans through the residential utility bill.

**Recommendation:** The establishment of this small trial loan program is successful in other communities, but is the prerogative of the elected officials.

12. [Action on appointment of LB840 Loan Committee](#)
13. [Action to begin advertising for the position of City Administrator](#)

14. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

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

The Wayne City Council met in regular session at the Wayne Senior Center on Tuesday, January 3, 2017, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Jason Karsky, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Matt Eischeid.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald 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 Haase made a motion, which was seconded by Councilmember Giese, whereas, the Clerk has prepared copies of the Minutes of the meetings of December 20, 2016 and December 28, 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 Councilmember Eischeid who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMERICAN RED CROSS, RE, 10.00; AMERITAS, SE, 72.00; AMERITAS, SE, 50.60; AMERITAS, SE, 2155.12; AMERITAS, SE, 92.70; APPEARA, SE, 231.67; BAIRD HOLM, LLP, SE, 1342.50; BLACK HILLS ENERGY, SE, 1490.00; BOMGAARS, SU, 3089.28; BROWN SUPPLY, SU, 971.82; C. H. GUERNSEY & CO, SE, 1430.00; CITY EMPLOYEE, RE, 93.42; CITY OF WAYNE, PY, 68128.04; COMMUNITY HEALTH, RE, 3.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 116.96; DUTTON-LAINSON, SU, 849.54; ECHO GROUP, SU, 487.44; ED. M FELD EQUIP, SU, 234.00; ELLIS HOME SERVICES, SE, 90.00; EMILY MCCOY, RE, 150.00; FIRST CONCORD GROUP, SE, 3072.98; FLOOR MAINTENANCE, SU, 394.65; FREDRICKSON OIL, SU, 1168.56; HACH COMPANY, SU, 297.89; HASEMANN, SCOTT, RE, 200.00; HELENA CHEMICAL, SU,

165.00; ICMA, SE, 8287.60; INTERSTATE ALL BATTERY, SU, 139.98; IRS, TX, 11901.74; IRS, TX, 10734.69; IRS, TX, 2783.48; JEO CONSULTING GROUP, SE, 240.75; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KRIZ-DAVIS, SU, 1156.67; LAQUINTA INNS & SUITES, SE, 89.00; LAYNE CHRISTENSEN, SE, 880.00; MIDWEST INJECTION, SE, 325000.00; NE DEPT OF REVENUE, TX, 3618.03; NOVA HEALTH EQUIPMENT, SE, 265.50; NWOD, FE, 15.00; PENRO CONSTRUCTION, SE, 159720.23; QUILL, SU, 118.99; SHERWIN WILLIAMS, SU, 234.22; STADIUM SPORTING GOODS, SU, 67.50; THE WAKEFIELD REPUBLICAN, SU, 30.00; UNITED WAY, RE, 5.00; WESCO, SU, 866.70; WISNER WEST, SU, 66.26; AMERICAN BROADBAND, SE, 1569.03; ASCAP, FE, 341.00; BENSCOTER INC, RE, 250.00; CENTURYLINK, SE, 415.93; CITY EMPLOYEE, RE, 952.95; CITY EMPLOYEE, RE, 9.00; CITY EMPLOYEE, RE, 329.11; EAKES OFFICE PLUS, SE, 87.27; EASYPERMIT POSTAGE, SU, 798.73; GILL HAULING, SE, 170.50; JACK'S UNIFORMS, SE, 465.95; MATT PARROTT, SU, 264.88; MODRELL, CECILI, SE, 35.00; NE HARVESTORE, SE, 1994.03; NNPPD, SE, 4201.00; NORTHEAST TIRE SERVICE, SE, 112.50; ONE CALL CONCEPTS, SE, 20.01; OVERDRIVE, INC., SU, 477.46; STEFFEN INC., SU, 142.46; US BANK, SU, 3467.61; VIAERO, SE, 221.41; WAYNE COUNTRY CLUB, SU, 11219.68

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

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

Mayor Chamberlain requested Council consideration to the appointment of Michelle Davison and Cory Sandoz to the Planning Commission.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Michelle Davison and Cory Sandoz to the Planning Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing on the 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.

Jeff Christensen, Northeast Economic Development, Inc., Business Loan Specialist was present, as well as the applicants, Joshua and Martina Swanson and Michael and Angie Urwiler, to answer questions.

The total project costs are estimated to be \$260,950 to purchase the building/real estate, equipment, inventory and goodwill/non-compete. Bank First, the Swanson's and the Urwiler's are requesting that the City of Wayne provide a loan for \$70,000 towards the project. Bank First will provide a loan of up to \$150,000, and Wayne Area Economic Development will provide \$10,000 for equipment, inventory and supplies. The Swanson's and Urwiler's 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. This loan will have a 20-year term at 4% interest. Payments will be made to NED, Inc. This is the process approved by the Nebraska Department of Economic Development to de-federalize CDBG Funds in the local communities.

City Clerk McGuire had not received any comments, verbal or in writing, for or against this public hearing.

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

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving 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 the Northeast Nebraska Economic Development Staff and the Northeast Revolving Loan Fund Committee. Mayor Chamberlain stated the motion, and the result of roll

call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

The following Resolution will approve the Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for the general administration of Community Development Block Grant 16-CD-008.

Councilmember Sievers introduced Resolution No. 2017-1 and moved for its approval; Councilmember Muir seconded the motion.

#### 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).

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

Councilmember Muir made a motion, which was seconded by Councilmember Giese, approving the 2017 Property & Casualty Insurance Package as presented by Cap Peterson of Northeast Nebraska Insurance Agency. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2016-17, and moved for approval of the second reading 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 Councilmember Eischeid who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Sievers introduced Ordinance 2016-18, and moved for approval of the second reading thereof; Councilmember Brodersen 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 Councilmember Eischeid who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, authorizing staff to bid out the work on the Logan Creek Project.

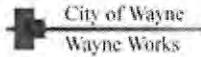
Steve Rames with McLaury Engineering, Inc., gave an update on the project.

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

Mayor Chamberlain advised the Council that he was not ready to bring forward names for the LB840 Loan Committee, so no action was taken on the matter.

Council consensus was to set the Council Retreat for Friday, February 10<sup>th</sup> and Saturday, February 11<sup>th</sup>, at the Wayne Senior Center starting at 5:30 p.m. Friday evening.

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 Eischeid who was absent, the Mayor declared the motion carried and the meeting adjourned at 5:57 p.m.



Vendor	Payable Description	Payment Total
ALTONA FINISHING INC.	1ST INSTALLMENT-COUNTERTOPS/DESKS	6,372.08
ALVAREZ, ROSA	UTILITY REFUND	168.58
AMERICAN BROADBAND NE COMM	FIBER LINE LEASE	900.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	81.91
AMERITAS LIFE INSURANCE	POLICE RETIREMENT EMPLOYEE DONATION	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,956.08
AMERITAS LIFE INSURANCE	POLICE RETIREMENT PERCENT	131.51
APPEARA	LINEN & MAT SERVICE	169.67
AWWA	MEMBERSHIP DUES - J BRADY	300.00
BAKER & TAYLOR BOOKS	BOOKS	513.73
BARCO MUN PRODUCTS INC	PIPE AND CABLE LOCATOR	3,200.00
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	34,279.40
BRUHA, ALEXIS	UTILITY REFUND	54.13
BUDERUS, PATRICK	UTILITY REFUND	138.40
CALE, MIKAELA	UTILITY REFUND	153.89
CERTIFIED TESTING SERVICES INC	NEBRASKA ST WATER MAIN	270.00
CHARTWELLS	SENIOR CENTER MEALS	4,282.70
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	215.10
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	252.71
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	93.42
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	293.56
CITY OF WAYNE	PAYROLL	71,083.78
CLASSEN, ELYSSA	UTILITY REFUND	135.05
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
CONTINENTAL FIRE SPRINKLER CO	ANNUAL INSPECTION FIRE PROTECTION	215.00
COPY WRITE PUBLISHING	PRINTING & SHIPPING CHARGES	200.41
CORNERSTONE LLC	BUILDING PERMIT DEPOSIT REFUND	250.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	71.16
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	30.00
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,156.21
DEMCO INC	STICKERS/LABELS	244.44
DUTTON-LAINSON COMPANY	VOLT METER	347.76
ECHO GROUP INC JESCO	SURFACE LIGHT LENS	20.32
FIRST UNITED METHODIST CHURCH	CONCRETE COST SHARE	2,762.50
FLOOR MAINTENANCE	TOILET PAPER	45.91
FREDRICK BRUNO	OVERPAYMENT ON PUNCH CARD	55.00
FREDRICKSON OIL CO	TIRE REPAIR	14.00
GARCIA, ALFREDO	UTILITY REFUND	50.58
GERHOLD CONCRETE CO INC.	SAND/GRAVEL	11.87

Vendor	Payable Description	Payment Total
GROENKE, MCKENZIE	UTILITY REFUND	11.53
GROSSENBURG IMPLEMENT INC	PINS	1.42
HARPHAM, COLE	UTILITY REFUND	31.37
HAUFF MID-AMERICAN SPORTS	REVERSIBLE BASEBALL JERSEYS	1,325.00
HEIKES AUTOMOTIVE LLC	HYDRO BOOST REPAIR	467.43
HEINE, ASHLEY	UTILITY REFUND	300.00
HERMAN, KELBY	BUILDING PERMIT DEPOSIT REFUND	100.00
HOMETOWN LEASING	COPIER LEASE	412.86
HTM SALES INC	LIFT STATION 1 PUMP	6,081.54
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	8,344.35
INGRAM BOOK COMPANY	BOOKS	333.84
IRS	FEDERAL WITHHOLDING	12,204.69
IRS	MEDICARE WITHHOLDING	2,936.42
IRS	FICA WITHHOLDING	12,555.42
JANKE, PAYTON	UTILITY REFUND	95.03
JOHNSON, ZACK S	UTILITY REFUND	180.38
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KATHY BOUREK	ENERGY INCENTIVE	500.00
KELLY SUPPLY COMPANY	SILICONE	139.44
KEPCO ENGRAVING	PLANNING COMMISSION NAME PLATES	27.82
KRIZ-DAVIS COMPANY	LIGHT BULBS	240.75
KRUSE, JOSHUA	UTILITY REFUND	129.43
KTCH AM/FM RADIO	RADIO ADS	644.00
LARSEN, JONATHAN	UTILITY REFUND	300.00
LAWSON PRODUCTS, INC	RACK STAND	398.71
LEE, MARISSA	UTILITY REFUND	150.82
LEE, QUINNEKA	UTILITY REFUND	18.83
LUTT OIL	GASOLINE	3,563.81
MARCO INC	LIBRARY COPIER LEASE	180.64
MATHESON-LINWELD	OXYGEN	18.60
MCLAURY ENGINEER, INC	2016 NORTH ANNEXATION/BANK STABILIZATION/NE STREET	8,155.00
MESSERSCHMIDT, RYAN	UTILITY REFUND	300.00
MEYER, HANNAH	UTILITY REFUND	208.31
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	161.50
MIKE WURDEMAN	BUILDING PERMIT DEPOSIT REFUND	100.00
MSC INDUSTRIAL	CHECK VALVE	302.56
NE CODE OFFICIAL ASSOCIATION	WINTER CONFERENCE	130.00
NE CODE OFFICIAL ASSOCIATION	MEMBERSHIP DUES	115.00
NE DEPT OF REVENUE	2016 COUNTY LODGING TAX	102.46
NE DEPT OF REVENUE	STATE WITHHOLDING	4,004.77
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	9.73
NUSS, CHRIS	UTILITY REFUND	113.64
OLVERA, JESUS	UTILITY REFUND	0.80
O'REILLY AUTOMOTIVE STORES, INC.	TOGGLE SWITCH	5.69
PAC N SAVE	SENIOR CENTER MEALS	38.39
PAC N SAVE	LIBRARY PROGRAM SUPPLIES/COFFEE/NAPKINS	347.48

Vendor	Payable Description	Payment Total
PAUL, COURTNEY	UTILITY REFUND	96.52
PENALOZA, GABRIELA	UTILITY REFUND	41.91
PENGUIN RANDOM HOUSE LLC	CD'S	216.75
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
POSTMASTER	PO BOX FEE	138.00
QUALITY FOOD	SENIOR CENTER MEALS	175.64
QUALITY FOOD	BLEACH/CUPS/COFFEE	33.31
QUILL CORPORATION	OFFICE SUPPLIES	57.95
RADER, KAILEY	UTILITY REFUND	190.36
RESCO	ARRESTER RISER	432.82
ROBERT WOEHLE & SONS	BACKHOE/LABOR	647.50
ROEBER, FAYEMARIE	UTILITY REFUND	49.84
ROSBERG, LEANNA	UTILITY REFUND	139.15
RUBENDALL, RANDY	UTILITY REFUND	54.30
SHARP CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	250.00
SHOPKO	BATTERIES/NAPKINS/COFFEE/PROGRAM SUPPLIES	176.55
SPARKLING KLEAN	JANITORIAL SERVICE	3,623.73
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	107.08
SYLVIA RUHL	AUDITORIUM DEPOSIT REFUND	150.00
TATUM, RYLEE	UTILITY REFUND	132.14
THE DIAMOND CENTER/FLOWERS & WINE	PLAQUE	6.90
TRI AIR TESTING	AIR ANALYSIS	495.00
TYLER TECHNOLOGIES	SOFTWARE MAINTENTANCE/ONLINE & INSITE FEES	2,770.44
UNITED WAY	PAYROLL DEDUCTION	5.00
VIAERO WIRELESS	POLICE CELL PHONE	132.19
WAYNE AREA CHAMBER OF COMMERCE	AWARD BANQUET-YEARS OF SERVICE	250.00
WAYNE COUNTY CLERK	FILING FEES	88.00
WAYNE COUNTY COURT	BOND	300.00
WAYNE COUNTY TREASURER	VEHICLE REGISTRATIONS	1,383.20
WEBER, JENNA	UTILITY REFUND	83.42
WESCO DISTRIBUTION INC	OVERCURRENT PROTECTION CUTOUTS	693.36
WESTERN AREA POWER ADMIN	ELECTRICITY	29,959.21
WIETFELD, KALE	UTILITY REFUND	23.57
WISNER WEST	FD-GASOLINE	90.02
WORTMANN, MARIA	UTILITY REFUND	86.86
Y & Y LAWN SERVICE LLC	SPRING/FALL FERTILIZER	380.00
ZACH HEATING & COOLING	FILTERS	57.00
<b>Grand Total:</b>		<b>242,799.89</b>

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

APPLICATION FOR MEMBERSHIP

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

Name Don Johnson Address 57506 864th rd wayne Ne.  
Phone Number 402-269 4945 Social Security # 864-17-8864

Employer McDonald Occupation POS  
How long have you been employed by your present employer? 2 months  
Previous Employer and Address Belmont Park San Diego CA.

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

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

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

Applicant's Signature Don Johnson Date 11/13/16

Sponsor's Signature (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

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

Applicant's Signature Don Johnson Date 11/13/16

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

Secretary's Signature \_\_\_\_\_ Date \_\_\_\_\_

Chief's Signature Richard Anderson Date 1-9-2018

.....  
Council approved on \_\_\_\_\_ certified by City Clerk \_\_\_\_\_

.....  
For record purposes only: Date of Birth 04/09/1997

**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 17<sup>th</sup> 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 17<sup>th</sup> day of January, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

[Back to Top](#)

1-4-17

RECEIVED

BY: .....

To: City of Wayne

I would like to vacate the alley located between 13<sup>th</sup> and 14<sup>th</sup> Street and Pearl street and the highway by the college. I own the property on both sides of the alley and the alley dead-ends at Johnson's pasture. I understand the city may want a utility easement. I do not plan to construct a building on the alley.

Please call if you have questions.



Tom Jacobsen.

**ORDINANCE NO. 2017-1**

**AN ORDINANCE APPROVING THE VACATION OF AN ALLEY LOCATED IN THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, DESCRIBED AS THE NORTH-SOUTH ALLEY ADJACENT TO LOTS 1-12, BLOCK 5, COLLEGE HILL FIRST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.**

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

Section 1. That the vacation of the north-south alley adjacent to Lots 1-12, Block 5, College Hill First Addition to the City of Wayne, Wayne County, Nebraska, is in the best interest of the City of Wayne.

Section 2. That the north-south alley adjacent to Lots 1-12, Block 5, College Hill First Addition to the City of Wayne, Wayne County, Nebraska, is hereby vacated

Section 3. The City of Wayne, Nebraska, shall reserve in said alley utility easements for installing and/or maintaining all utilities in the alley herein vacated.

Section 4. This Ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

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

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



1702

Highway 150

Lindahl Drive

208

204

118

112

1308

W. 13th Street

1222

1221

1217

1214

1210

1215

1212

1215

1211

1208

216

212

206

118

116

112

1202

Pearl Street

Main Street

W. 12th Street

J.G.W. Lewis Drive

213

1120

1121

1120

1114

ORDINANCE NO. 2017-2

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE VI. SNOW PLOW ALERT BY AMENDING SECTION 78-282 PARKING ON CITY STREETS.

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

Section 1. That Chapter 78, Article VI., Section 78-282 of the Wayne Municipal Code of Wayne, Nebraska, shall be amended to read as follows:

**Sec. 78-282. PARKING ON CITY STREETS**

(a) Whenever the City Administrator or designate finds, on the basis of falling snow, sleet or freezing rain, or on the basis of a forecast by a weather service, of snow, sleet or freezing rain, that weather conditions will make it necessary that motor vehicle traffic will be expedited and that parking on city streets be prohibited or restricted for snow plowing and other purposes, the City Administrator or designate shall put into effect a parking prohibition on all city streets as necessary by declaring a snow plow alert or weather emergency.

~~(b) Notwithstanding the provisions of subsection (a) of this section, a parking prohibition shall automatically go into effect on any part of any city street until terminated pursuant to section 78-285, upon which there has been an accumulation of snow and ice of three inches or more for one hour or more between the hours of 7 am and 10 pm of any day.~~

(c) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the City Administrator or designate in accordance with this chapter. ~~except any street area which has become substantially clear of snow and ice from curb to curb for the length of the entire block shall be automatically excluded from this prohibition.~~ While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a city street to which it applies. This prohibition shall remain in effect for the duration of the storm and/or until removed.

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 the passage, approval and publication as provided by law.

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

THE CITY OF WAYNE, NEBRASKA,  
By \_\_\_\_\_  
Mayor

ATTEST:

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

**RESOLUTION NO. 2017-2**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“ELECTRIC DISTRIBUTION PROJECT — FURNISHING ELECTRIC MATERIALS  
FOR THE WEST INNER AND EAST INNER CONVERSION PROJECT.”**

WHEREAS, bids were received on December 29, 2016, for the electrical materials associated with the “West Inner and East Inner Conversion Project;” and

WHEREAS, there were four proposals upon which to bid for this project; and

WHEREAS, said bids for each proposal have been reviewed by the City’s Engineer on the project, DGR Engineering; and

WHEREAS, DGR Engineering is recommending that the bids for each proposal outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bids for the four proposals for the electrical materials associated with the “West Inner and East Inner Conversion Project,” as submitted by the following contractors:

**Proposal No. 1 – Primary Power Cable**

<u>Bidder</u>	<u>Amount</u>
Wesco Sioux City, IA 51101	\$150,360.00

**Proposal No. 2 – Padmount Switches**

<u>Bidder</u>	<u>Amount</u>
Kriz-Davis Co Fremont, NE 68025	\$ 82,047.00

**Proposal No. 3 – Three Phase (30) Padmount Distribution Transformers**

<u>Bidder</u>	<u>Amount</u>
Resco Ankeny, IA 50021	\$ 16,780.00

**Proposal No. 4 – Single Phase (10) Padmount Distribution Transformers**

<u>Bidder</u>	<u>Amount</u>
Resco Ankeny, IA 50021	\$ 61,260.00

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same are hereby accepted.

PASSED AND APPROVED this 17<sup>th</sup> day of January, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



January 4, 2017 (VIA E-MAIL)

Electric Line Supervisor  
Attn: Tim Sutton  
City of Wayne

**Re: Award Recommendations  
Furnishing Electric Materials  
West Inner and East Inner Conversion  
City of Wayne, NE  
DGR Project No. 412305**

Dear Tim:

We have completed our review of the bids received on December 29, 2016 for the electrical materials associated with the West Inner and East Inner Conversion Project. A bid summary form for each proposal is included with this letter. We will be sending a copy of the bid summary to all bidders.

**Proposal No. 1 – Primary Power Cable:**

We received four (4) bids that met the specification. They had a total base bid price range from \$150,360.00 to \$172,444.00, with Wesco Distribution (WESCO) of Sioux City, Iowa providing the low bid. WESCO's bid includes cable manufactured by Okonite. We are familiar with the Okonite cable and see no reason why they should not be awarded the contract.

Therefore, we are recommending that WESCO be awarded the contract for the primary power cable for a total purchase price amount of \$150,360.00.

Note that WESCO's bid is subject to metals escalation or de-escalation. The total cost for this contract will therefore be subject to metals de/escalation at time of shipment.

**Proposal No. 2 – Padmount Switches:**

We received three (3) bids that met the specification. They had a total base bid price range from \$82,047 to \$90,356, with Kriz-Davis Co. of Fremont, Nebraska providing the low bid. Kriz-Davis Co. bid includes switches manufactured by S & C Electric and a \$350 adder for the performance bond which we included in the base bid price above. We are familiar with the S & C Electric switches and see no reason why they should not be awarded the contract. We are therefore recommending that Kriz-Davis Co. be awarded the contract for the padmount switches for the purchase price amount of \$82,047.00.

Mr. Tim Sutton  
Page Two  
January 4, 2017

**Proposal No. 3 – Three Phase (3Ø) Padmount Distribution Transformers:**

When evaluating transformer bids, the "Total Evaluation Price" is used to determine the best bid, since it takes into account the losses the transformer will see over its entire lifespan. Large transformer losses will increase the total owning cost of the transformer, and vice-versa. Using this technique, it is possible that a transformer could cost more initially, but end up being cheaper in the "long run".

There were four (4) complete bids that were received. They had a total evaluation bid price range from \$27,605.22 to \$29,672.82, with RESCO of Ankeny, Iowa providing the low bid. RESCO's bid includes transformers manufactured by ERMCO.

We are familiar with ERMCO transformers and see no reason why they should not be awarded the contract. Therefore, we recommend that RESCO be awarded the contract for the three phase padmount distribution transformers for the purchase price amount of **\$16,780.00.**

**Proposal No. 4 – Single Phase (1Ø) Padmount Distribution Transformers:**

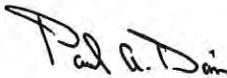
The four (4) bids that were received had a total evaluation bid price range from \$117,137.96 to \$127,346.36, with the RESCO of Ankeny, Iowa providing the low bid. RESCO's bid includes transformers manufactured by ERMCO.

We are familiar with ERMCO transformers and see no reason why they should not be awarded the contract. Therefore, we recommend that RESCO be awarded the contract for the single phase padmount distribution transformers for the purchase price amount of **\$61,260.00.**

Please pass our recommendations on to the City Council, and let us know when these contracts have been awarded. We will then proceed with processing the Contract Documents. Feel free to contact us with any questions you or the Council may have.

Best Regards,

DGR Engineering



Paul Davis, P.E.

PAD:dsm  
Enclosures 4

**BID SUMMARY**

**FURNISHING ELECTRIC MATERIALS  
CITY OF WAYNE  
WAYNE, NEBRASKA**



**ENGINEERING**  
1302 South Union Street  
Rock Rapids, IA 51246  
DGR Project No. 412305

Bid Letting: December 29, 2016 - 1:00 p.m.  
City Hall  
Page 1 of 4

Bidder and Address	Bid Security	Proposal No. 1 Primary Power Cable 4/O AL.: 33,800 ft. 1/O: 40,000 ft.		Delivery	Comments
		Total Base Bid	Manufacturer		
<b>WESCO</b> 2501 East 3rd St Sioux City, IA 51101	5% Bid Bond	<b>\$150,360.00</b>	Okonite	Apr-17	
<b>RESCO</b> 933 SE Shurfine Dr. Ankeny, IA 50021	5% Bid Bond	\$155,351.60	Prysmian	12-14 weeks	
<b>Dutton-Lainson Company</b> 451 West 2nd St. Hastings, NE 68902-0729	5% Bid Bond	\$171,216.29	General Cable	11 weeks	
<b>Kriz-Davis Co.</b> 681 E Cloverly Road P O Box 570 Fremont, NE 68026-0570	5% Bid Bond	\$172,444.00	Kerite	4 weeks ARO	

**BID SUMMARY**

**FURNISHING ELECTRIC MATERIALS  
CITY OF WAYNE  
WAYNE, NEBRASKA**



**ENGINEERING**  
1302 South Union Street  
Rock Rapids, IA 51246  
DGR Project No. 412305

Bid Letting: December 29, 2016 - 1:00 p.m.  
City Hall  
Page 2 of 4

Bidder and Address	Bid Security	Proposal No. 2 Padmount Switches (Air-Insulated) Quantity: 7			Comments
		Total Base Bid	Manufacturer	Delivery	
<b>Kriz-Davis Co.</b> 681 E Cloverly Road P O Box 570 Fremont, NE 68026-0570	5% Bib Bond	<b>\$82,047.00</b>	S & C Box Pads: Highline	10 weeks ARO 8 weeks ARO	
<b>WESCO</b> 2501 East 3rd St Sioux City, IA 51101	5% Bib Bond	\$85,894.00	S & C Box Pads: Nordic	8-10 weeks ARO 8-10 weeks ARO	
<b>RESCO</b> 933 SE Shurfine Dr. Ankeny, IA 50021	5% Bib Bond	\$90,356.00	Federal Pacific Box Pads: Nordic	6-8 weeks ARO 7-9 weeks ARO	
<b>Dutton-Lainson Company</b> 451 West 2nd St. Hastings, NE 68902-0729	-	-	-	-	Incomplete Bid

**BID SUMMARY**

**FURNISHING ELECTRIC MATERIALS  
CITY OF WAYNE  
WAYNE, NEBRASKA**



**ENGINEERING**  
1302 South Union Street  
Rock Rapids, IA 51246  
DGR Project No. 412305

Bid Letting: December 29, 2016 - 1:00 p.m.  
City Hall  
Page 3 of 4

Bidder and Address	Bid Security	Proposal No. 3 30 Padmount Distribution Transformers Quantity: 2			Delivery	Comments
		Total Base Price	Evaluation Price	Manufacturer		
<b>RESCO</b> 933 SE Shurfine Dr. Ankeny, IA 50021	5% Bid Bond	\$16,780.00	<b>\$27,605.22</b>	ERMCO Box Pads: Nordic	9-11 weeks 8-10 weeks	
<b>WESCO</b> 2501 East 3rd St Sioux City, IA 51101	5% Bid Bond	\$21,216.00	\$28,289.64	ABB Box Pads: Nordic	12-14 weeks 4 weeks	
<b>Kriz-Davis Co.</b> 681 E Cloverly Road P O Box 570 Fremont, NE 68026-0570	5% Bid Bond	\$15,794.00	\$28,406.06	CG Power Box Pads: Highline	10 weeks ARO 6 weeks ARO	
<b>Dutton-Lainson Company</b> 451 West 2nd St. Hastings, NE 68902-0729	5% Bid Bond	\$18,701.38	\$29,672.82	Howard Box Pads: Electri-Glass	8 weeks 6-8 weeks	

**BID SUMMARY**

**FURNISHING ELECTRIC MATERIALS  
CITY OF WAYNE  
WAYNE, NEBRASKA**

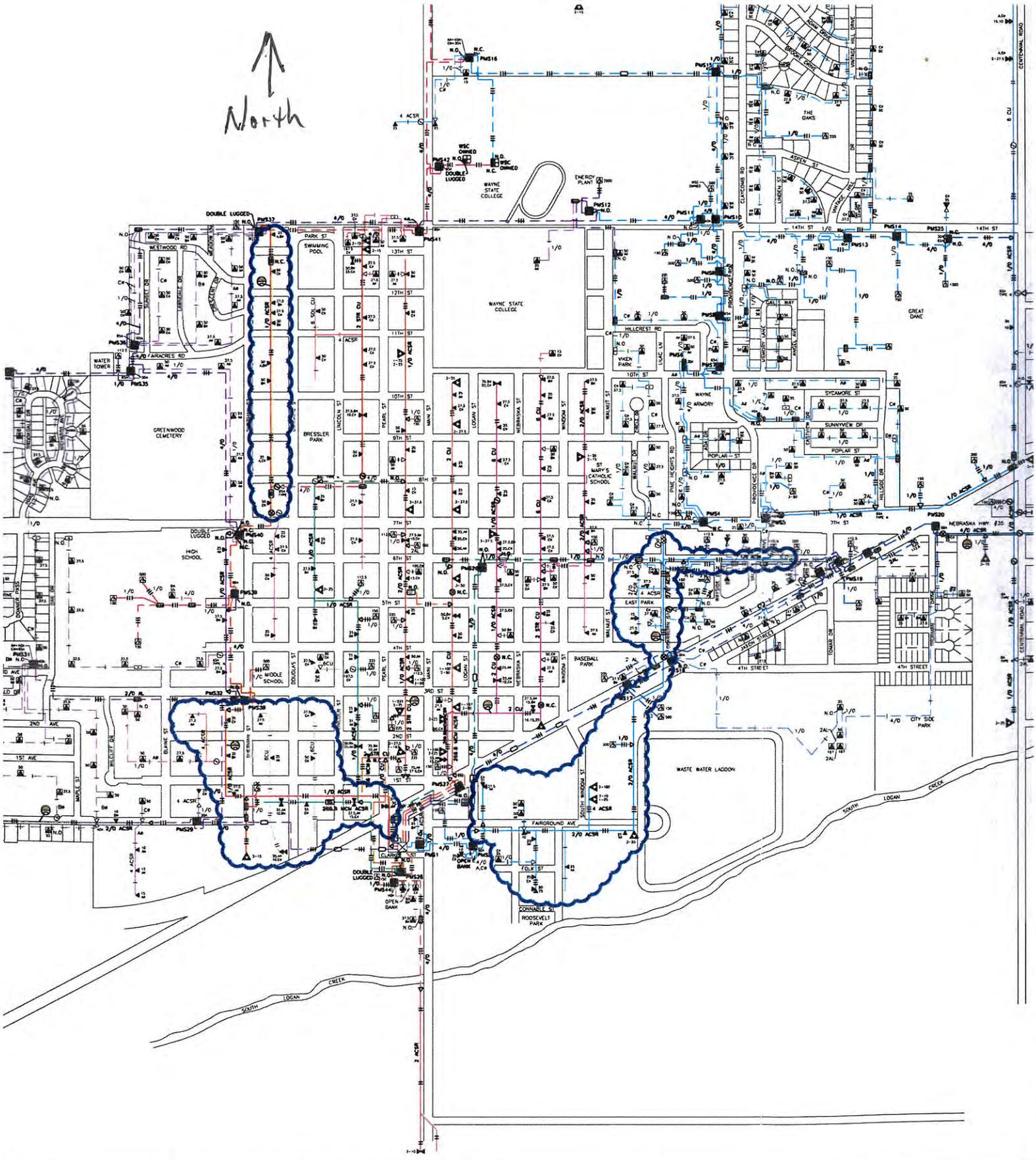


**DGR ENGINEERING**  
1302 South Union Street  
Rock Rapids, IA 51246  
DGR Project No. 412305

Bid Letting: December 29, 2016 - 1:00 p.m.  
City Hall  
Page 4 of 4

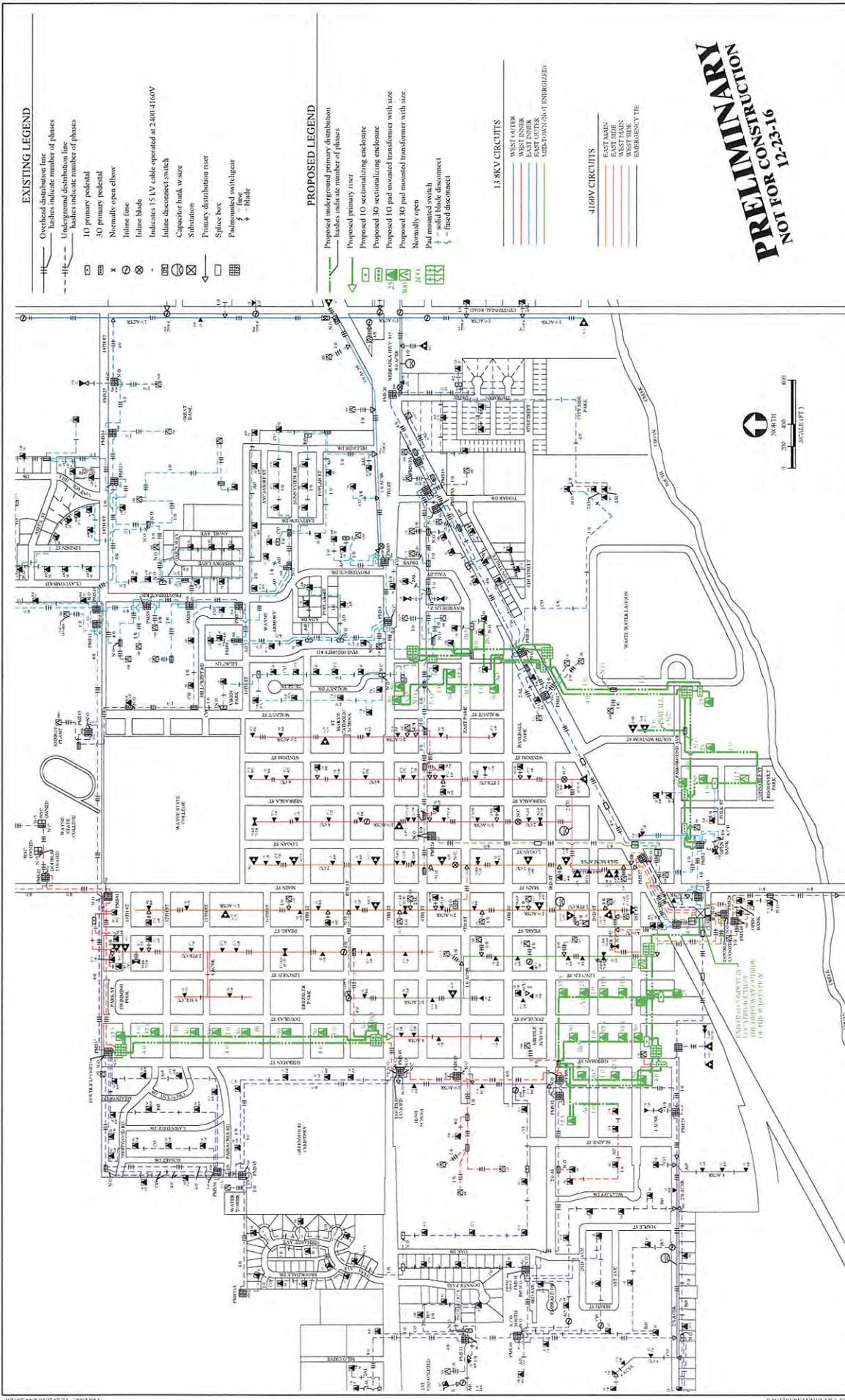
Bidder and Address	Bid Security	Proposal No. 4 1Ø Padmount Distribution Transformers Quantity: 31			Delivery	Comments
		Total Base Price	Evaluation Price	Manufacturer		
<b>RESCO</b> 933 SE Shurfine Dr. Ankeny, IA 50021	5% Bid Bond	\$61,260.00	<b>\$117,137.96</b>	ERMCO Box Pads: Nordic	8-10 weeks 8-10 weeks	
<b>Dutton-Lainson Company</b> 451 West 2nd St. Hastings, NE 68902-0729	5% Bid Bond	\$61,148.68	\$124,179.46 *	Howard Box Pads: Electri-Glass	8 weeks 6 weeks	
<b>Kriz-Davis Co.</b> 681 E Cloverly Road P O Box 570 Fremont, NE 68026-0570	5% Bid Bond	\$68,886.00	\$125,347.23	Cooper Box Pads: Highline	10 weeks ARO 6 weeks ARO	
<b>WESCO</b> 2501 East 3rd St Sioux City, IA 51101	5% Bid Bond	\$89,504.00	\$127,346.36	ABB Box Pads: Nordic	10-12 weeks 4 weeks	

\* Corrected Amount



Project Manager: PAD  
 Designer: RDK  
 Project Number: 412304  
 Phone: (712) 472-2531

CITY OF WAYNE  
 WAYNE, NEBRASKA



**EXISTING LEGEND**

- Overhead distribution line
- hashes indicate number of phases
- Underground distribution line
- hashes indicate number of phases
- 10 primary pedestal
- 30 primary pedestal
- Normally open elbow
- Inline fuse
- Inline blade
- Indicates 15 kV cable operated at 2400-4160V
- Inline disconnect switch
- Capacitor bank w size
- Substation
- Primary distribution riser
- Splice box
- Phase marked switchgear
- line fuse
- blade

**PROPOSED LEGEND**

- Proposed underground primary distribution
- hashes indicate number of phases
- Proposed primary riser
- Proposed 10 sectionalizing enclosure
- Proposed 30 sectionalizing enclosure
- Proposed 10 pad mounted transformer with 3x/6
- Proposed 30 pad mounted transformer with 3x/6
- Normally open
- Pad mounted switch
- solid blade disconnect
- fused disconnect

**13 kV CIRCUITS**

- WEST OUTER
- WEST INNER
- EAST INNER
- MID-DOWN/OUT (INDICATED)

**4160V CIRCUITS**

- EAST MAINS
- EAST SIDE
- WEST MAINS
- WEST SIDE
- EMERGENCY TIE

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
12-23-16



REV	DATE	DESCRIPTION
0	5-17-16	PRELIMINARY
1	11-16-16	PRELIMINARY DESIGN
2	12-23-16	PRELIMINARY DESIGN

Project Manager	PAD
Designer	PAD
Project Number	412305
Phone	(712) 472-2531

<b>DGR ENGINEERING</b>	
CITY OF WAYNE WAYNE, NEBRASKA	
PROPOSED CIRCUIT DIAGRAM WEST INNER AND EAST INNER CONVERSION	
1 OF 1	

**RESOLUTION NO. 2017-3**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
"CITY HALL CARPET REPLACEMENT PROJECT."**

WHEREAS, 1 bid was received on the "City Hall Carpet Replacement Project" on January 13, 2017; and

WHEREAS, said bid was reviewed by City Staff; and

WHEREAS, City Staff is recommending that the bid of \_\_\_\_\_, be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "City Hall Carpet Replacement Project," as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

**Bidder**

**Amount of Bid**

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

PASSED AND APPROVED this 17<sup>th</sup> day of January, 2017.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION NO. 2017-4**

**A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO REQUEST COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.**

WHEREAS, the City of Wayne, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as Amended for Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Wayne, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application, which for an amount of requesting \$26,400 of CDBG Funds, of which \$23,400 is for planning and \$3,000 for the general administration of the grant. Local matching funds and leverage of \$12,600 is also required. The total project cost is \$39,000. All activities will be conducted within the LMI target area. All CDBG funds will benefit low-to-moderate income persons in the community. No persons will be displaced as a result of the CDBG activities.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents, or other memoranda between the City of Wayne and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

PASSED AND APPROVED this 17<sup>th</sup> day of January, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 16-CD-008  
[CFDA #14.228]**

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

**RECITALS:**

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

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

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

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

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

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

LMI Area Benefit

The data for proposed beneficiaries is → 2,375 persons, of whom 1,260 (53.05%) are LMI persons.

## **AGREEMENT:**

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

### **PART I: TERMS AND CONDITIONS.**

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

The total amount of CDBG funds paid by the Department to the Grantee for allowable expenses incurred will not exceed \$26,400. Of that amount, approved administrative and audit expenses will not exceed \$3,000.

The grant will be used to fund the Project as detailed in the Application, which generally involves developing a comprehensive predevelopment plan that defines a series of specific desired outcomes, and strategies for achieving those outcomes, which will improve defined low- to moderate-income residential neighborhoods for Wayne, Nebraska.

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

Requests by the Grantee for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and available to conduct administration of the Project, at the time of each request for reimbursement of administration expenses, with this requirement applicable at all times through Project completion (including final Project reports). As a cross reference, note that §2.09 requires a CDBG Certified Administrator to achieve the initial Release of Funds for the Project.

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

#### **§1.02 Time of Performance.**

The period covered under this contract will be 9 months from December 12, 2016. The termination date of this contract will be September 12, 2017. All of the required activities and services, except for submission of final reports, administration, and audit, will be completed by or before this date. The provisions of this contract that survive the termination date are specified in §4.31 of this contract.

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

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

#### **§1.04 Final Planning Products Must be Submitted by Grantee.**

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

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

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

### **PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.**

Funding of the amount stipulated in §1.01 of this contract will not be released to the Grantee by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than March 12, 2017. The Department reserves the right to cancel the contract if these special conditions are not met within this specified time frame.

### **§2.01 Grantee Information Sheet.**

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

### **§2.02 Environmental Review.**

Submission to the Department of documentation evidencing the Grantee's completion of its responsibilities for environmental review and decision making pertaining to the Project, and its compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which furthers the purposes of NEPA as now in effect, and as such law may be amended during the term of this contract.

### **§2.03 Authorization to Request Funds Form.**

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

### **§2.04 Financial Management.**

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

### **§2.05 Procurement Standards.**

Submission to the Department of documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326, with emphasis on the provisions in 2 C.F.R. §200.322 regarding procurement of recovered materials.

Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of Grantee's employees engaged in the selection, award and administration of contracts.

### **§2.06 Excessive Force Certification.**

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

### **§2.07 Fair Housing.**

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

### **§2.08 Implementation Schedule.**

Completion, and submission to the Department, of the Nebraska CDBG Grantee Implementation Schedule form. The Implementation Schedule will serve as the schedule for completion of the Project, and may be used by the Department to assess Project progress.

### **§2.09 CDBG Certified Administrator Required.**

Documentation must be submitted to the Department identifying the CDBG Certified Administrator the Grantee will use for the Project. The Department's Administration Manual contains details about the certification process.

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

### **§2.10 Limited English Proficiency.**

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

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

The Grantee must also keep records of requests for LEP services, and all LEP services provided by Grantee during the course of the grant. Grantee must submit documentation to the Department demonstrating LEP services provided. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but as required in §4.07, such documentation must be submitted prior to closeout of the grant.

**§2.11 Leveraged and Matching Funds.**

Submission to the Department of documentation identifying the local leveraged funds. For Phase I, all activities, except general administration, require 25% match and 25% leverage. The Grantee must also submit a description of the activities Grantee will take during the course of the grant to fulfill the leveraged funds requirements, and submit documentation demonstrating the funds were actually expended within the life of the Project. Proposed leverage must be from CDBG eligible activities directly related to the proposed project(s) in the same neighborhood or directly benefiting a substantial majority of the LMI persons or families residing within the neighborhood during the Project.

The requirement to submit documentation demonstrating the expenditure of funds need not be submitted within the time frame for completion of the special conditions, but as required in §4.07, such documentation must be submitted prior to closeout of the grant.

**§2.12 Other Special Conditions.**

None.

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

**§3.01 Sources and Uses of Funds.**

<b>SOURCES→</b>	<b>CDBG</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>USES (Activities)↓</b>			
<b>0630 Planning</b>	<b>\$23,400</b>	<b>\$12,600</b>	<b>\$36,000</b>
<b>0181 General Administration</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$3,000</b>
<b>TOTAL</b>	<b>\$26,400</b>	<b>\$12,600</b>	<b>\$39,000</b>

The Sources and Uses of Funds table above reflects:

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

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

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

## **PART IV: OTHER CONTRACTUAL CONDITIONS.**

### **§4.01 Program Income.**

Program income is regulated by the provisions of 24 C.F.R. §570.489(e) as now in effect, and as such law may be amended during the term of this contract. The text of this regulation should be consulted for definitions and for other guidance concerning program income.

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

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

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

Should Grantee receive and retain program income, Grantee agrees to treat it as additional CDBG funds, subject to all requirements applicable to the CDBG Program. Additionally, Grantee agrees to submit regularly occurring reports to the Department regarding program income, and agrees, upon the Department's request to maintain a contractual relationship with the Department for the duration of the time period in which Grantee maintains program income.

#### **§4.02 Matching Requirements.**

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

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

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

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

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

#### **§4.04 Designation of Officials to Execute Contract and Amendments.**

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

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

#### **§4.05 Grantee Compliance with CDBG Regulations and Uniform Administrative Requirements.**

The Grantee will comply with applicable CDBG Regulations in 24 C.F.R. Part 570 as now in effect, and as such law may be amended during the term of this contract. Grantee will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract, or any reasonably equivalent procedures and requirements that the Department may prescribe.

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

#### **§4.06 Record Keeping.**

The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506, *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Grantee; (4) as required by 24 C.F.R. §570.490, for fair housing and equal opportunity purposes, records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project; and (5) any other records as the Department may reasonably require. The Grantee agrees to keep such records so as to allow the Department to perform a 24 C.F.R. §570.492, *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project, will be retained by the Grantee for the period required by 2 C.F.R. §200.333, as interpreted by HUD, and applied to the CDBG Program through 24 C.F.R. §570.490. Grantee agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department, upon request of the Department.

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

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

#### **§4.07 Reports.**

The Grantee will submit semiannual reports to the Department, in such form as the Department may prescribe, pertaining to the activities undertaken as a result of this contract. The Grantee will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at the occasion of grant closeout. All semiannual reports must be submitted to the Department no later than thirty (30) days following the end of the reporting period. All final performance and financial reports must be submitted to the Department no later than ninety (90) days after the end date of the time of performance specified in §1.02 of this contract.

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

Additionally, as referenced in §2.07, prior to grant closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing during the course of the grant, and as referenced in §2.10, the Grantee must submit documentation demonstrating the LEP services provided by Grantee during the course of the grant, and as referenced in §2.11, the Grantee must submit documentation demonstrating the leveraged funds were actually expended within the life of the Project.

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

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

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

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

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

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

#### **§4.09 Conflict of Interest.**

The Grantee will comply with the conflict of interest prohibitions set forth for the CDBG program at 24 C.F.R. §570.489, 2 C.F.R. §200.318, and Grantee's written standards of conduct covering conflicts of interest submitted to the Department, as required by §2.05 of this contract. In the event prohibited conflicts of interest arise, Grantee must inform the Department of such conflicts of interest. Exceptions to the prohibition may be granted, on a case-by-case basis, by the Department.

#### **§4.10 Applicability to Subrecipients and Contractors.**

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

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

#### **§4.11 Funding Source Recognition.**

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

#### **§4.12 Intellectual Property.**

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

#### **§4.13 Religious Activities.**

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

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

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

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

#### **§4.15 Anti-Lobbying.**

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

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

#### **§4.16 Waivers; and Assignment of Interest.**

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

#### **§4.17 Non-Waiver of Rights.**

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

#### **§4.18 Severability.**

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

#### **§4.19 Early Termination.**

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

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

#### **§4.20 Termination for Cause.**

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

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

#### **§4.21 Termination Due to Loss of Funds.**

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

#### **§4.22 State of Nebraska Non-Liability/Hold Harmless.**

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

#### **§4.23 Entire Agreement, Binding Effect, and Counterparts.**

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

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

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

#### **§4.24 Governing Law.**

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

#### **§4.25 Verification of Work Eligibility Status for New Employees.**

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

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

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

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

By executing this contract, the Grantee certifies, represents, and warrants that Grantee and all subrecipients or contractors to be used by Grantee in performing this contract are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and applicable government debarment and suspension regulations.

Grantee agrees to immediately notify the Department if Grantee or any of Grantee's subrecipients or contractors become sanctioned or debarred. Grantee acknowledges that suspension or debarment of Grantee (and use by Grantee of suspended or debarred subrecipients or contractors) is cause for termination of this contract.

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

#### **§4.27 Mandatory Disclosures.**

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

#### **§4.28 Force Majeure.**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Grantee is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Grantee. To obtain release based on a Force Majeure Event, the Grantee shall file a written request for such relief with the Department. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

#### **§4.29 Drug Free Workplace.**

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

#### **§4.30 Notice.**

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

#### **§4.31 Survival.**

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

### **PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.**

The Grantee agrees to comply with the Department's and HUD's administrative requirements for the CDBG program, and with the provisions of the Department's Administration Manual, and with all federal (and state) laws, regulations, and executive orders applicable to the CDBG-assisted Project, as now in effect, and as such law may be amended during the term of this contract, including, but not limited to:

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).

- Copeland “Anti-Kickback” Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.
- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans’ Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[ACCEPTANCE PROVISIONS AND SIGNATURE PAGE FOLLOWS]**

**ACCEPTANCE PROVISIONS.**

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

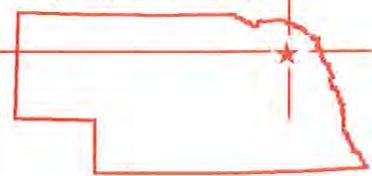
<b>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</b>	<b>GRANTEE → City of Wayne, Nebraska</b>
By: _____ (Director or Designee)	By: _____ (Chief Elected Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)
	<u>47-6006407</u> (Federal Identification Number)
	<u>03-117-2505</u> (DUNS Number)

# City of Wayne

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

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

Incorporated - February 2, 1884



January 17, 2017

Nebraska Department of Economic Development  
Attn: Jenny B. Mason  
301 Centennial Mall South  
PO Box 94666  
Lincoln, NE 68509-4666

Dear Ms. Mason:

The City of Wayne will use the following project as leverage for grant 16-CD-008 to fulfill the leveraged funds requirement of \$12,600:

The City of Wayne leverage project will establish a \$20,000 revolving loan fund, for homeowners in neighborhoods of Wayne that are eligible for 16-CD-008 funding, to make energy reduction improvements to their homes. The 0% interest loans will be made to households with qualifying incomes on a first come/first served basis, and will be repaid through their monthly city utility bill at the same rate of the calculated amount of average monthly energy savings from the energy improvement to their primary residence.

Sincerely,

Ken Chamberlain  
Mayor

