

AGENDA  
CITY COUNCIL MEETING  
December 5, 2017

1. [Election Filing Reminder and Announcements](#)
2. [Approval of Minutes – November 21, 2017](#)
3. [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 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.

4. [Public Hearing: Intent to Release Funds for Villa Wayne Capital Improvement Project – Wayne Housing Authority — Trine McBride, Executive Director Wayne Housing Authority \(Advertised Time: 5:30 p.m.\)](#)

**Background:** The Housing Authority has been awarded capital funds for improvements to the Villa Wayne. As in the past, HUD is requiring the City to hold a public hearing and obtain Council approval to determine compliance with the environmental review process for the Authority's five-year capital improvement plan, which was completed by the Northeast Nebraska Economic Development District in 2014. The Housing Authority will receive \$34,000 annually, which equates to \$170,000 total over the five-year grant period. Trine McBride, Executive Director of Wayne Housing Authority, will be present to answer any questions you may have regarding this matter.

5. Action to approve the "Request for Release of Funds and Certification" on behalf of Villa Wayne Capital Improvement Project – Wayne Housing Authority and authorizing the Mayor to sign the same
6. Public Hearing: To consider the Planning Commission's recommendation regarding the "Re-Plat for Southview II Addition, Lots 1, 2, 3, 17, and 18." The applicants for the request are Brent Pick and Kelby Herman. (Advertised Time: 5:30 p.m.)

**Background:** Due to a drainage ditch running along the back side of Lots 1, 2, and 3, this area needed to be re-platted to accommodate the same. This re-platting will also realign the street, which in turn shifts Lots 17 and 18. A copy of the area is enclosed in this packet. The Planning Commission will meet on Monday to hold a public hearing on this matter. Their recommendation will be distributed to you at meeting time.

The engineer on the project is correcting some items on the plat map, and when the same have been corrected, a copy will be distributed to you.

7. [Resolution 2017-100: Approving the Re-Plat for Southview II Addition](#)
8. [Action on the request of Kelby Herman and Brent Pick to waive the open burning ban per Wayne Municipal Code Sec. 97.08](#)

**Background:** Kelby Herman and Brent Pick would like to burn the old elevator located in the Southview II Addition (South Sherman Street), and are requesting Council to waive the open

burning ban per Sec. 97.08 of Wayne Municipal Code. Fire Chief Phil Monahan plans to be present to explain the process.

9. [Action to allow East 4<sup>th</sup> Street to be opened to traffic in the Pace Addition as a gravel street with the understanding that paving improvements will be required if there is any future development on the lots adjacent to this street](#)

**Background:** The contractor has completed work on the East 4th Street, Tomar Drive, and Mando Drive paving project. Staff will meet with the engineer to create a punch list of the miscellaneous items needed to final out the project. Seeding will take place next spring due to the weather conditions changing as we enter winter. At this time, East 4th street has been graded going east from the end of the new paving across to the City limits, which is the east side of the County Maintenance Yard. The County has an easement through the property east of them to Centennial Road and have improved the surface with rock. The City Code states as follows:

§ 151.072 STREETS.

(C) *Street surfacing.*

(2) Requirements for paving, including curb and gutter, may be waived at the request of the subdivider in the case of a subdivision wherein all of the lots in the subdivision have a minimum frontage width of 300 feet or more, subject to the approval of the City Engineer. Streets in such subdivisions shall have a crushed rock or gravel surface which meets the specifications of the city.

In the Pace Addition, all of the lots have a frontage of at least 300 feet. Thus, the City could choose to allow East 4th Street in this area to be opened to traffic as a gravel street.

**Recommendation:** It is the recommendation of the City Administrator and the Street Superintendent to allow East 4th Street to be opened to traffic in the Pace Addition as a gravel street with the understanding that paving improvements will be required if there is any future development on the lots adjacent to this street.

10. [Resolution 2017-101: Approving a Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for General Administration of Community Development Block Grant 16-CD-108](#)

**Background:** This agreement with Northeast Nebraska Economic Development is for the general administration of CDBG 16-CD-108. We were notified on November 8<sup>th</sup> that we were awarded up to \$350,000 to be used for improvements in defined low-to-moderate income residential neighborhoods, including sidewalk and infrastructure improvements. We identified in our previous notice and resolution the same will be used to install approximately 175 ADA ramps at pedestrian crossings. Local matching funds of \$76,750 and \$76,750 in leveraged funds will be provided by the City and will come from the 2<sup>nd</sup> Street paving and storm sewer project.

**Recommendation:** Staff recommendation is to approve Resolution 2017-101.

11. [Ordinance 2017-33 Amending Wayne Municipal Code Title VII Traffic Code, Section 78-130 Prohibited Parking; Southeast Quadrant of the City \(Third and Final Reading\)](#)

12. Ordinance 2017-34: Amending Wayne Municipal Code Title VII Traffic Code, Section 78-131 Restricted Parking 12:00 Midnight to 5:00 a.m.; Southeast Quadrant of the City (Third and Final Reading)
13. Ordinance 2017-35: Approving Amendment No. 2 to the Power Purchase Agreement between the City of Wayne and Cottonwood Wind Project, LLC (Second Reading)

**Recommendation:** Staff recommendation will be to waive the third and final reading per the request of NextEra.

14. Reappointment of Randy Larson to the Wayne Community Redevelopment Authority
15. **Action on possible Change Order for dirt removal on the 4th Street Paving Project**
16. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
November 21, 2017**

The Wayne City Council met in regular session at City Hall on Tuesday, November 21, 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, Terri Buck, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 9, 2017, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Sievers whereas, the Clerk has prepared copies of the Minutes of the meeting of November 7, 2017, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AGUIRRE, A VERNONA, RE, 150.00; AMERITAS, SE, 84.44; AMERITAS, SE, 52.14; AMERITAS, SE, 72.00; AMERITAS, SE, 56.54; AMERITAS, SE, 2668.12; APPEARA, SE, 93.12; BAKER & TAYLOR BOOKS, SU, 463.53; BRENDA LUBBERSTEDT, RE, 150.00; BROWN SUPPLY, SU, 1769.32; BSN SPORTS, SU, 256.00; CALIFORNIA CONTRACTORS, SU, 83.88; CARPENTER, JOSIE, RE, 19.83; CARROLL DISTRIBUTING, SU, 47.00; CITY EMPLOYEE, RE, 43.20; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 225.56; CITY OF WAYNE, PY, 78075.17; COMMUNITY HEALTH, RE, 3.00; CUMMINS CENTRAL POWER, SE, 553.07; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.73; DAVISON, MICHELLE, RE, 132.03; DEARBORN NATIONAL LIFE, SE, 2286.80; DGR & ASSOCIATES, SE, 1286.26; EAKES OFFICE PLUS, SE, 731.10; ED M. FELD EQUIPMENT, SU, 195.00; ELLIS HOME SERVICES, SE, 70.00; FIVE STAR ENTERPRISES, SU, 10.05; FLOOR MAINTENANCE, SU, 246.16; FREDRICKSON OIL, SE, 175.75; GERHOLD CONCRETE, SE, 646.75; HANSEN, MORGAN, RE, 32.72; HAWKINS, INC, SU, 103.71; HILAND DAIRY, SE, 31.27; IAEI, FE, 120.00; ICMA, RE, 9575.68; INGRAM LIBRARY SERVICES, SU, 459.84; IRS, TX, 12688.81; IRS, TX, 25.79; IRS, TX,

10.80; IRS, TX, 46.18; IRS, TX, 13513.84; IRS, TX, 3160.44; JMB CONTRACTING, RE, 100.00; KARIAN PETERSON POWER LINE CONTRACTING, SE, 67157.09; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KLEIN ELECTRIC, SE, 16886.66; KORN, RICHARD, RE, 780.81; KRIZ-DAVIS, SU, 257.49; KTCH, SE, 644.00; LAWSON PRODUCTS, SU, 92.04; MCLAURY ENGINEERING, SE, 17598.75; METERING & TECHNOLOGY SOLUTIONS, SU, 286.62; MICHAEL TODD & CO, SU, 1052.32; NE AIR FILTER, SU, 51.63; NE DEPT OF REVENUE, TX, 4191.78; NE DEPT OF REVENUE, TX, 6.54; NORFOLK DAILY NEWS, SE, 79.00; NNEDD, SE, 1065.00; OLSSON ASSOCIATES, SE, 4826.75; PAULSON, JORDAN, RE, 43.79; PELLA GATEWAY, SU, 21.31; PITNEY BOWES, SE, 253.85; PLUNKETT'S PEST CONTROL, SE, 31.20; PROGRESSIVE PROPERTIES, RE, 2700.36; PROGRESSIVE PROPERTIES, RE, 7508.92; PROGRESSIVE PROPERTIES, RE, 8143.29; S & S WILLERS, SU, 195.55; SHOPKO, SU, 23.58; SIRSIDYNIX, SE, 5997.47; SPARKLING KLEAN, SE, 3021.07; STAPLES ADVANTAGE, SU, 44.36; STATE NEBRASKA BANK-PETTY CASH, RE, 96.19; TOM'S BODY & PAINT SHOP, SE, 1394.65; UNITED WAY, RE, 5.00; US FOODSERVICE, SE, 797.11; UTILITY EQUIPMENT, SU, 1096.63; WAYNE STATE VOLLEYBALL FOUNDATION, FE, 700.00; WESCOM SU, 1100.77; WESTERHOLD, SARA, RE, 150.00; WESTERN RIDGE III, RE, 9026.18; WISNER WEST, SU, 61.46; AMAZON.COM, SU, 311.30; BATTERY SOLUTIONS, SU, 109.95; BOMGAARS, SU, 1145.64; C. H. GUERNSEY & COMPANY, SE, 110.00; C. H. GUERNSEY & COMPANY, SE, 10594.00; CASTANEDA, GEORGINA, SE, 20.00; CDW GOVERNMENT, SU, 749.53; CHRIS MCGUIRE, RE, 150.00; CITY EMPLOYEE, RE, 48.04; CITY OF NORFOLK, SU, 1500.00; DEMCO, SU, 330.16; ELLIS HOME SERVICES, SE, 243.52; GALE/CENGAGE LEARNING, SU, 174.13; HAMPTON INN-KEARNEY, SE, 329.85; HUBER TECHNOLOGY, SE, 3045.32; KRIZ-DAVIS, SU, 88.81; MAIN STREET AUTO CARE, SE, 2020.35; MARCO TECHNOLOGIES, SE, 169.61; MCLAURY ENGINEERING, SE, 3559.75; MCLAURY ENGINEERING, SE, -3,559.75; MCLAURY ENGINEERING, SE, 3559.75; METERING & TECHNOLOGY SOLUTIONS, SU, 861.45; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 233634.39; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 26041.92; NE DEPT OF LABOR, SE, 72.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 19.00; NPPD, SE, 283457.24; NeRPA, FE, 40.00; ROBERT WOehler & SONS, SE, 14260.27; STADIUM SPORTING GOODS, SU, 160.00; TOM'S BODY & PAINT SHOP, SE, 367.02; WESCO, SU, 120.38

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

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

Mayor Chamberlain requested Council consideration to the appointment of Mary Beth Porter as City Treasurer - Finance Director. She will begin duties on December 4, 2017. Nancy Braden, the current Finance Director, will resign on December 31, 2017.

Councilmember Brodersen made a motion, which was seconded by Councilmember Sievers, approving the appointment of Mary Beth Porter as City Treasurer - Finance Director. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Gary Boehle of Elkhorn Agency, the City's group health insurance agent, reviewed the 2018 renewal rates that were received from Blue Cross Blue Shield of Nebraska. The same were increasing by 40.65%, which is based upon the high usage that the City employees had. There were five claims over the \$50,000 pooling mark and those claims are still actively in process, and there were two additional claims over \$30,000. Mr. Boehle obtained a proposal from United Healthcare, the only other group health insurance carrier in the State of Nebraska. That plan is comparable to the City's current plan, with minimal change (about a 4% increase) in the premiums. The deductibles will increase from \$6,350/\$12,700 single/family to \$6,550/\$13,100 single/family, and with the self-insuring that the City does, the additional out-of-pocket expense to the employee will be \$40/\$80 single/family.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers to terminate the City of Wayne's group health insurance coverage with Blue Cross Blue Shield of Nebraska, and enroll with United Healthcare, effective January 1, 2018. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Luke Virgil, Executive Director of Wayne Area Economic Development, presented the recommendation of the LB840 Citizens Sales Tax Advisory Committee on the application of the Wayne Area Event Center. The Wayne Area Event Center was requesting that their previously awarded LB840 loan be changed from a \$350,000 3% 10-year loan to a \$350,000 LB840 grant.

The Committee voted unanimously to recommend denying the request to change the Wayne Area Event Center's previously awarded LB840 loan to an LB840 grant.

Josie Broders was present to answer questions. The project has changed a lot over the past 13 months. The original cost was a ballpark estimate. There will now be a restaurant and they have hired a chef. The Bank has told them they are now at a loan amount that they cannot go above because of what they currently owe (debt to income ratio). The Bank has said that if this \$350,000 were to show as a grant, they would be okay with loaning them more money. They now have 53 events booked for next year. The original cost of the project was \$2.7 million; it is now at \$3.5 million.

Since this project has already started, it would not be eligible for a revolving loan through the Northeast Nebraska Economic Development District.

Mayor Chamberlain recommended to Ms. Broders that she take steps to get an economic impact study for the Council to review. He thought consideration might be given to deferring payments for five years or changing the interest rate, and he would certainly bring that topic or options back to the Council for discussion if she requested the same.

Councilmember Sievers stated she had two people contact her requesting that she approve the LB840 Citizens Sales Tax Advisory Committee's recommendation.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, to approve the recommendation of the LB840 Citizens Sales Tax Advisory Committee to deny changing the Wayne Area Event Center's LB840 loan to an LB840 grant. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Haase, Buck and Karsky who voted Nay, the Mayor declared the motion carried.

Lowell Heggemeyer, Street Foreman, was present to review the three bids he received on a Bobcat 5600. The low bid was from Nebraska Harvestore of Norfolk for \$50,049.03 and

the high bid was \$53,726.61. Mr. Heggemeyer's recommendation was to accept the low bid of Nebraska Harvestore of Norfolk.

Councilmember Sievers introduced Resolution No. 2017-98 and moved for its approval; Councilmember Brodersen seconded.

#### RESOLUTION NO. 2017-98

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A BOBCAT 5600 FOR THE PUBLIC WORKS AND PARK DEPARTMENTS FROM NEBRASKA HARVESTORE OF NORFOLK, NE, FOR \$50,049.03.

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

Councilmember Brodersen introduced Ordinance 2017-33, and moved for approval of the second reading thereof; Councilmember Greve seconded.

#### ORDINANCE NO. 2017-33

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, SECTION 78-130 PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Brodersen introduced Ordinance 2017-34, and moved for approval of the second reading thereof; Councilmember Greve seconded.

#### ORDINANCE NO. 2017-34

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, SECTION 78-131 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Administrator Blecke stated the following item pertains to an “Estoppel Certificate” that NextEra is requesting Council to approve. This would amend some language in the City’s original power contract to satisfy their tax equity, and will assist with NextEra securing permanent financing for their Cottonwood project.

Attorney Miller explained that an “Estoppel Certificate” is something that lenders or financiers require from companies to let them know that they do actually, in fact, have a contract. NextEra’s lender is requiring this from the City of Wayne acknowledging that there is an agreement with them. She did not see any issues with this and recommended approving the same.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, approving the “Estoppel Certificate” between the City of Wayne and Cottonwood Wind Project, LLC. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated the following Ordinance would approve Amendment No. 2 to the Power Purchase Agreement between the City of Wayne and Cottonwood Wind Project, LLC.

Councilmember Giese introduced Ordinance 2017-35, and moved for its approval thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2017-35

AN ORDINANCE APPROVING AMENDMENT NO. 2 TO THE POWER PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND COTTONWOOD WIND PROJECT, LLC.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Kim McLaury of McLaury Engineering, Inc., presented Change Order No. 1 for the “Beaumont First Addition Water & Sewer Extension Project.” It represents an increase of \$10,732.00 to Penro Construction, Inc. This change order finalizes out the quantities that were installed in the field on this project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving Change Order No. 1 for the “Beaumont First Addition Water & Sewer Extension Project,” which represents an increase of \$10,732.00 to Penro Construction, Inc. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Kim McLaury of McLaury Engineering, Inc., presented Contractor’s Application for Payment No. 2 on the “Beaumont First Addition Water & Sewer Extension Project” for \$130,807.41 to Penro Construction, Inc.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, approving Contractor’s Application for Payment No. 2 for \$130,807.41 to Penro Construction, Inc., for the “Beaumont First Addition Water & Sewer Extension Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Kim McLaury of McLaury Engineering, Inc., presented Contractor’s Application for Payment No. 3 on the “4<sup>th</sup> Street Paving Project” for \$185,548.48 to A & R Construction.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving Contractor’s Application for Payment No. 3 for \$185,548.48 to A & R Construction for the “4<sup>th</sup> Street Paving Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

OCC Builders, LLC, presented Change Order No. 1 for the “Wayne Country Club Clubhouse Addition and Remodel Project,” which represents a decrease of \$50,785.

Councilmember Giese made a motion, which was seconded by Councilmember Buck, approving Change Order No. 1 for the “Wayne Country Club Clubhouse Addition and Remodel Project,” which is a decrease of \$50,785, to OCC Builders, LLC. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would approve a Service Agreement between Alliance for Cooperative Energy Services Power Marketing LLC (ACES) and the City of Wayne. This is to market and settle our wind power obligations. We asked for other proposals and received one. ACES has a connection to Big Rivers, so it make sense to go with this company. Attorney Miller reviewed the agreement and had several changes. ACES was agreeable to all of the changes with the exception of changing the language from “the laws of Indiana” to the “laws of Nebraska.” If anything would happen with a claim of some kind against either party, we would have to hire outside counsel, because Attorney Miller is not versed in Indiana law or licensed to practice there. It was noted that this agreement can be cancelled on an annual basis. The fee is \$875 per month. Also noted was the fact that we are selling power into the market, but will not be able to use it for an entire year. This will start December 1<sup>st</sup>.

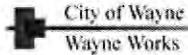
Councilmember Sievers introduced Resolution No. 2017-99 and moved for its approval; Councilmember Haase seconded.

#### RESOLUTION NO. 2017-99

A RESOLUTION APPROVING SERVICE AGREEMENT BETWEEN ALLIANCE FOR COOPERATIVE ENERGY SERVICES POWER MARKETING, LLC, AND THE CITY OF WAYNE, NEBRASKA.

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

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:40 p.m.



Vendor	Payable Description	Payment Total
A & R CONSTRUCTION	4TH STREET PAVING	185,548.48
ABUNDES, JOSE	UTILITY REFUND VOID	-282.89
ABUNDES, JOSE	UTILITY REFUND	282.89
AMERITAS LIFE INSURANCE	AMERITAS ROTH	53.95
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	4,592.04
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	181.39
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	LINEN & MAT SERVICE	163.62
BLACK HILLS ENERGY	GAS BILLS	818.01
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	35,411.29
BLUE DEVIL BOOSTER CLUB	SPORTS PROGRAM AD	85.00
CENTER FOR EDUCATION	EMPLOYMENT LAW BOOK/NEWSLETTER	254.95
CENTURYLINK	TELEPHONE CHARGES	416.89
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	161.94
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	60.28
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	362.02
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	169.51
CITY OF WAYNE	PAYROLL	79,796.25
CLAUSSEN & SONS IRRIG.	LIBRARY/SR CENTER IRRIGATION REPAIRS	76.47
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	106.64
DISPLAY SALES INC	CHRISTMAS BULBS	739.00
ED M. FELD EQUIPMENT CO INC	AIRPACK/TANK REPLACEMENT/FACE MASKS	66,020.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,725.38
FLOOR MAINTENANCE	TOWELS/DETERGENT	105.12
GARNETT, TYLER	UTILITY REFUND	55.87
GARNETT, TYLER	UTILITY REFUND VOID	-55.87
GERHOLD CONCRETE CO INC.	CONCRETE-CENTENNIAL RD	734.15
GROSSENBURG IMPLEMENT INC	OIL FILTER/ELEMENT	115.00
HERITAGE INDUSTRIES	SIGN	115.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	50.74
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	73.19
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,052.34
IRS	FEDERAL WITHHOLDING	17,538.98
IRS	MEDICARE WITHHOLDING	4,390.18
IRS	FICA WITHHOLDING	18,772.66
JACK'S UNIFORMS	DRUG TEST KIT	71.85
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KRIZ-DAVIS COMPANY	SPEED LINK WITH Y-TOGGLE	168.69
MARTHA ANCUNANDA	AUDITORIUM DEPOSIT REFUND VOID	-150.00

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
MCCORMICK DRAIN SERVICE	SEWER MAIN CLEAN OUT	220.00
METERING & TECHNOLOGY SOLUTIONS	AMI METERS	861.45
MUNICIPAL SUPPLY INC	GASKET/SCREWS/ORING/BONNET REPAIR	670.42
NE DEPT OF REVENUE	STATE WITHHOLDING	3,994.05
NORTHEAST NE ECONOMIC DEV DIST	16-CD-008 AUG -OCT 17 /WRLF OCT 17 SERVICES	1,624.26
NORTHEAST POWER	WHEELING CHARGES	12,842.38
O'KEEFE ELEVATOR COMPANY, INC	ANNUAL ELEVATOR TESTING	1,797.46
OLGA CALRALES	AUDITORIUM DEPOSIT REFUND	150.00
OVERDRIVE, INC.	E BOOKS	347.06
PENRO CONSTRUCTION CO, INC.	BEAUMONT WATER/SEWER EXTENSION	130,807.41
REYES, KARLA	UTILITY REFUND	174.28
SCHWARTE, KRISTIN	UTILITY REFUND	186.56
SKARSHAUG TESTING LAB INC	CLEAN AND TEST GLOVES	203.55
STATE NEBRASKA BANK & TRUST	WATER BANS	4,625.00
THOMAS, PAUL	UTILITY REFUND	113.06
US BANK	DUES/LODGING/NOON MEAL SUPPLIES/UV BALLAST ETC	6,775.31
VIAERO WIRELESS	CELL PHONE	116.65
WAYNE COUNTRY CLUB	BUILDING PERMIT DEPOSIT REFUND	100.00
WESCO DISTRIBUTION INC	METER SOCKETS/ELECTRICAL TAPE	875.13
WISNER WEST	FD GASOLINE	201.92
ZIMCO SUPPLY	FERTILIZER	57.00
	<b>Grand Total:</b>	<b>596,436.96</b>

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## Betty McGuire - Housing Authority Release of Funds

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**From:** Wayne Housing Authority <waynehoautho1011@qwestoffice.net>  
**To:** "Betty McGuire" <betty@cityofwayne.org>  
**Date:** 10/4/2017 1:23 PM  
**Subject:** Housing Authority Release of Funds  
**Attachments:** NOI-RROF.doc; HUD 7015.15.pdf

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Betty,

The Housing Authority has again been awarded Capital Funds for improvements to Villa Wayne. Just like the last few years, HUD is requiring the City of Wayne (The Responsible Entity) to hold a public hearing and acquire council approval to determine compliance with the environmental review process for the Authority's 5 Year Capital Improvement Plan (which was completed by Northeast NE Development District in 2014),

Attached is a copy of the Notice of Intent to Request Release of Funds, that I will publish in the Wayne Herald. If it works with the city council agenda, I would like to publish October 26th for a minimum of a 30 day comment period, with the public hearing and council action taken at the December 5th council meeting. The Housing Authority will incur the cost of publication.

Following the city council meeting the mayor will need to sign HUD Form 7015.15 Request for Release of Funds and Certification. I will then submit the form to the Authority's HUD representative.

Please let me know if the timeline for publication and hearing works with your agenda. Please also let me know if you have questions or need additional information. Thank you for your assistance.

Trine McBride, Executive Director  
Wayne Housing Authority  
409 Dearborn St.  
Wayne, NE 68787  
(402)375-2868

## NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

**Date of Publication:** *October 26, 2017*

**Expires:** *November 27, 2017*

*City of Wayne  
PO Box 8  
Wayne, NE 68787  
(402) 375-1733*

On or after October 26, 2017, the City of Wayne will submit a request to the Department of Housing and Urban Development for the release of Capital Funds from the Capital Fund Financing Program (CFFP) under Section 9 of the United States Housing Act of 1937 as amended, to undertake the following project:

**Project Title:** Villa Wayne Capital Improvement Project

**Purpose:** The Wayne Housing Authority in Wayne, Nebraska, will use HUD Capital Funds from the Capital Fund Financing Program (CFFP) for improvements to existing buildings within the Villa Wayne facility. Improvements include replacing existing flooring, plumbing, electrical, appliances, irrigation system and a boiler system for building #7. No persons will be displaced as a result of the capital improvements. This capital improvement project has an anticipated completion date of August 16, 2021 with the Housing Authority receiving Capital Funds annually.

**Location:** The project is located northeast of the intersection of Dearborn Street and East 4<sup>th</sup> Street in Wayne, Nebraska. The office building housing the facility's management is located at 409 Dearborn Street. All Villa Wayne properties receiving Capital Funds are located within this area, which is approximately one block in size.

**Estimated Cost:** The Wayne Housing Authority will receive \$34,000 annually. This equates to \$170,000 total over the five-year grant period.

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA). An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at the Wayne City Office located at 306 Pearl Street in Wayne, Nebraska, and may be examined or copied weekdays from 8:00 A.M to 5:00 P.M.

### PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to Betty A. McGuire, City Clerk, City of Wayne, PO Box 8, Wayne, NE 68787. All comments received by November 27, 2017 will be considered by the City of Wayne prior to authorizing submission of a request for release of funds.

## RELEASE OF FUNDS

The City of Wayne certifies to the Department of Housing and Urban Development that Ken Chamberlain in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Department of Housing and Urban Development's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Wayne to use HUD program funds.

## OBJECTIONS TO RELEASE OF FUNDS

The Department of Housing and Urban Development will accept objections to its release of fund and the City of Wayne's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Wayne; (b) the RE has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Department of Housing and Urban Development; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to the U.S. Department of Housing & Urban Development at 1616 Capitol Avenue, Suite 329, Omaha, NE 68102-4908. Potential objectors should contact the Department of Housing and Urban Development to verify the actual last day of the objection period.

Ken Chamberlain, Mayor, City of Wayne

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# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

OMB No. 2506-0087  
(exp. 3/31/2011)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Part 1. Program Description and Request for Release of Funds** (to be completed by Responsible Entity)

1. Program Title(s) <b>Capital Funds Grant Program</b>	2. HUD/State Identification Number <b>NE26P10950117</b>	3. Recipient Identification Number (optional) <b>NE109</b>
4. OMB Catalog Number(s)	5. Name and address of responsible entity <b>Wayne City Office 306 Pearl Street Wayne NE 68787</b>	
6. For information about this request, contact (name & phone number) <b>Betty A. McGuire 402-375-1733</b>	7. Name and address of recipient (if different than responsible entity) <b>Wayne Housing Authority 409 Dearborn Street PO Box 183 Wayne NE 68787</b>	
8. HUD or State Agency and office unit to receive request <b>Omaha Field Office U.S. Department of Housing &amp; Urban Development</b>		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) <b>Villa Wayne Capital Improvement Project</b>	10. Location (Street address, city, county, State) <b>409 Dearborn Street Wayne NE 68787</b>
--------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------

11. Program Activity/Project Description  
**Funds will be used for improvements to existing buildings within the Villa Wayne facility. Improvements include replacing flooring, plumbing, electrical, appliances, irrigation system, and boiler system.**

**Part 2. Environmental Certification** (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal  did  did not require the preparation and dissemination of an environmental impact statement.
4. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
5. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
6. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

7. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
8. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

**City of Wayne Mayor**

Date signed

X

Address of Certifying Officer

**City of Wayne  
306 Pearl Street  
Wayne NE 68787**

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

**Wayne Housing Authority Executive Director**

Date signed

X

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**RESOLUTION NO. 2017-100**

**A RESOLUTION APPROVING THE RE-PLAT OF THE SOUTHVIEW II ADDITION, LOTS 1, 2, 3, 17 AND 18.**

WHEREAS, the Planning Commission, upon review of the Re-plat of the Southview II Addition, Lots 1, 2, 3, 17 and 18, on December 4, 2017, recommended approval thereof subject to the following "Findings of Fact:"

- It is consistent with the Comprehensive Plan and the current and future land use maps.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Re-plat of the Southview II Addition, Lots 1, 2, 3, 17 and 18, be approved subject to the recommendations of the Planning Commission.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2017.

CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



# Replat Southview II Addition



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**RESOLUTION NO. 2017-101**

**A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (16-CD-108).**

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant 16-CD-108; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$35,000 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 Community Development Block Grant 16-CD-108, 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 5<sup>th</sup> day of December, 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 "Community" and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

**WITNESSES THAT:**

**WHEREAS**, the Community 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 CDBG Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the Community has been notified of CDBG funds reservation as a result of CDBG application 16-CD-108 for the purposes set forth herein, and

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

**WHEREAS**, it would be beneficial to the Community 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 Community the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The Community 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 Community 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 Community exceed the sum of \$35,000. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the rate of \$60/hour. 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 Community 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. Record Maintenance, Record Retention & Access to 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 Community, 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 Community 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 Community and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Community and the Consultant.

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

If the Consultant fails to comply with the terms and conditions of this contract the Community 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 Community 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 Community 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 Community shall pay the Consultant for work performed to the satisfaction of the Community, 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 Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
- 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
- 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the Community 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 Community, with the consent of the Consultant, or by the Consultant with the consent of the Community, 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 Community 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 Community fails to pay the Consultant promptly or within 60 days after invoices are rendered, the Community 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 Community shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
- 4) The Community 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 Community as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

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

The Community 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 Community 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 Community.

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 Community. 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 Community thereto; provided, however, that claims for money by the Consultant from the Community 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 Community.

**10. Reports and Information**

The Consultant, at such times and in such forms as the Community may require, shall furnish the Community 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 Community.

**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 Community 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 Community, 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 Community, 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 Community, DED, the State Auditor and HUD.

**22. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the Community, 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 Community, 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. The attestation form is also reproduced on a following page of this contract. See attachment #2.

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.

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

**COMMUNITY**

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**CONSULTANT**

BY \_\_\_\_\_

TITLE Executive Director \_\_\_\_\_

DATE \_\_\_\_\_

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

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

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

ATTACHMENT 2

# United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

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

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

**PRINT NAME**

\_\_\_\_\_  
(first, middle, last)

**SIGNATURE**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**ORDINANCE NO. 2017-33**

**AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, SECTION 78-130 PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Section 78-130 of the Wayne Municipal Code be amended as follows:

**§ 78-130 PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY.**

(A) No person shall, at any time, park a vehicle upon the following described streets or parts of streets:

The east side of the centerline of Nebraska Street from the north line of East 2 <sup>nd</sup> Street north to the south line of East 7 <sup>th</sup> Street
The east side of the centerline of South Nebraska Street from the south line of Fairgrounds Avenue south to the city limits
The east side of the centerline of Dearborn Street from the north line of East 5 <sup>th</sup> Street north to the south line of East 7 <sup>th</sup> Street
The east side of the centerline of Dearborn Street from the north line of East 4 <sup>th</sup> Street south to the north line of East 4 <sup>th</sup> Street
The east side of the centerline of Walnut Street from the north line of East 4 <sup>th</sup> Street north to the south line of East 7 <sup>th</sup> Street
The east side of the centerline of Wayside Lane from the north line of Valley Drive north to the south line of East 6 <sup>th</sup> Street
The east side of the centerline of Tomar Drive from the south line of East 7 <sup>th</sup> Street south to the north line of East 4 <sup>th</sup> Street
The east side of the centerline of South Windom Street from the north line of Fairgrounds Avenue north to the south line of East 3 <sup>rd</sup> Street
The east side of the centerline of Main Street from 75 feet north of the north line of 4 <sup>th</sup> Street to the south line of 7 <sup>th</sup> Street
The east side of the centerline of Windom Street from the north line of East 3 <sup>rd</sup> Street north to the south line of East 7 <sup>th</sup> Street
The east side of the centerline of South Windom Street from the south line of Fairgrounds Avenue south to the city limits

The east side of the centerline of Logan Street from the north line of East 4 <sup>th</sup> Street north to the south line of East 7 <sup>th</sup> Street
The east side of the centerline of Thorman Street from the south line of East 7 <sup>th</sup> Street south to the north line of East 4 <sup>th</sup> Street
The east side of the centerline of Joel Street from the south line of Erin Street south to the north line of Alex Street
The south side of the centerline of Fairgrounds Avenue from the east line of South Nebraska Street east to the city limits
The south side of the centerline of East 3 <sup>rd</sup> Street from the east line of Logan Street to the west line of Windom Street
The south side of the centerline of East 4 <sup>th</sup> Street from the north-south alley between Main Street and Logan Street east to the <del>city limits</del> <b>west line of Jaxon Street</b>
<b>The north side of the centerline of East 4<sup>th</sup> Street from the east line of Jaxon Street east to the city limits</b>
<b>The north side of the centerline of Mando Drive from the north-south alley west of Tomar Drive east to the west line of Tomar Drive</b>
The south side of the centerline of Valley Drive from the east line of 5 <sup>th</sup> Street east to the point where Valley Drive turns north and then on the east side of the centerline north to the south side of East 7 <sup>th</sup> Street
The south side of the centerline of East 5 <sup>th</sup> Street from the north-south alley between Main Street and Logan Street east to Valley Drive
The south side of the centerline of East 7 <sup>th</sup> Street from the east line of Main Street east to the city limits
The south side of the centerline of Folk Street from the east line of South Nebraska Street to the west line of South Windom Street
The south side of the centerline of East 6 <sup>th</sup> Street from the north-south alley between Main Street and Logan Street east to the west line of Tomar Drive
The south side of the centerline of Jaxon Street from the west line of Tomar Drive west to the north line of East 4 <sup>th</sup> Street
The south side of the centerline of Erin Street from the west line of Thorman Street west to the east line of Joel Street
The west side of the centerline of Logan Street from the north line of East 5 <sup>th</sup> Street north to the south line of East 7 <sup>th</sup> Street
The west side of the centerline of Windom Street from the south line of East 7 <sup>th</sup> Street south for a distance of 25 feet
The west side of the centerline of Tomar Drive from the south line of East 7 <sup>th</sup> Street south <del>600 feet to</del>

**the north line of Jaxon Street**

The west side of the centerline of Windom Street from the north line of East 3<sup>rd</sup> Street north a distance of 150 feet

(B) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

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

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

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**ORDINANCE NO. 2017-34**

**AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE VII TRAFFIC CODE, SECTION 78-131 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Section 78-131 of the Wayne Municipal Code be amended as follows:

**§ 78-131 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY.**

- A) No person shall, at any time, park a vehicle between the hours of 12:00 midnight and 5:00 a.m. upon any of the following described streets or parts of streets:

The east side of the centerline of Logan Street from the north line of Fairgrounds Avenue north to the south line of East Fourth Street
The north side of the centerline of Valley Drive from the east line of East Fifth Street east to the point where Valley Drive turns north and then on the west side of the centerline north to the south line of East Seventh Street
The north side of the centerline of East Fourth Street from the east line of Main Street east to the <del>city limits</del> <b>west line of Jaxon Street</b>
<b>The south side of the centerline of East Fourth Street from the east line of Jaxon Street east to the city limits</b>
<b>The west side of the centerline of Tomar Drive from the south line of Jaxon Street south to the north line of East Fourth Street</b>
The north side of the centerline of East Third Street from the east line of Logan Street east to the west line of Windom Street
The north side of the centerline of Fairgrounds Avenue from the east line of Main Street east to the city limits
The north side of the centerline of East Fifth Street east to a point where East Fifth Street becomes Valley Drive
The north side of the centerline of East Sixth Street east to the city limits
The north side of the centerline of Folk Street from the east line of South Nebraska Street east to the west line of South Windom Street
The north side of the centerline of Erin Street from the west line of Thorman Street west to the west line of Joel Street

The west side of the centerline of Windom Street from the south line of East Third Street south to the north line of Fairgrounds Avenue
The west side of the centerline of Walnut Street from the north line of East Fourth Street north to the south line of East Seventh Street
The west side of the centerline of Dearborn Street from the north line of East Fourth Street north to the south line of East Seventh Street
The west side of the centerline of Wayside Lane from the north line of Valley Drive north to the south line of East Sixth Street
The west side of the centerline of Logan Street from the south line of East Fifth Street south to the north line of Fairgrounds Avenue
The west side of the centerline of South Nebraska Street from the south line of Fairgrounds Avenue south to the city limits
The west side of the centerline of Windom Street from the north line of East Third Street north to the south line of East Seventh Street
The west side of the centerline of Nebraska Street from the north line of East Second Street north to the south line of East Seventh Street
The west side of the centerline of South Windom Street from the south line of Fairgrounds Avenue south to the city limits
The west side of the centerline of Thorman Street from the south line of East Seventh Street south to the north line of East Fourth Street
The west side of the centerline of Joel Street from the north line of Erin Street south to the south line of Alex Street

(B) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

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

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

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2017.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**ORDINANCE NO. 2017-35**

**AN ORDINANCE APPROVING AMENDMENT NO. 2 TO THE POWER PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND COTTONWOOD WIND PROJECT, LLC.**

WHEREAS, the City of Wayne is a political subdivision of the State of Nebraska authorized to engage in the generation, transmission, sale and distribution of electricity; and

WHEREAS, Cottonwood Wind Project, LLC, is a Delaware Limited Liability Company, constructing a wind energy facility in Webster County, Nebraska; and

WHEREAS, the City of Wayne approved entering into a Power Purchase Agreement with Cottonwood Wind Project, LLC, at their meeting on May 2, 2017, (as amended by Amendment No. 1 approved at their meeting on October 3, 2017); and

WHEREAS, it is necessary to again amend said contract, as outlined in Paragraph 3 of said Amendment No. 2.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Amendment No. 2 to the Power Purchase Agreement between Cottonwood Wind Project, LLC, and the City of Wayne, Nebraska, is hereby approved, and the Mayor is hereby authorized to execute said Amendment No. 2 on behalf of the City.

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

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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