

(Amended: 12/18/17)

AGENDA
CITY COUNCIL MEETING
December 19, 2017

1. [Approval of Minutes – December 5, 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 Council Chambers.

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

3. ~~Action on the appointment of Scott Hammer to the Wayne Airport Authority Board (replaces Jerry Conradt; term ends December 2022)~~

4. [Presentation by Northeast Nebraska Insurance Agency on 2018 Property & Casualty Insurance Package – Cap Peterson](#)

Background: A breakout and history of our property insurance/liability coverage and costs is included in the packet. Cap will be at the meeting to discuss details and answer questions.

5. [Presentation by the “Old Pool Use Committee”](#)

Background: Members of the Old Pool Committee will be present to discuss preliminary development options at the old pool site. The members would like to get Council's thoughts concerning a budget for the development so they have better direction on what to propose to Council in the future.

6. [Public Hearing: Amended Redevelopment Plan – “Benscoter Project”](#)

Background: This public hearing is necessary to add Lot 17 proposed in the original Benscoter TIF agreement that was built on since last year. The new property taxes generated by the new construction will be forwarded by the County to help pay off the original TIF bond in the redevelopment agreement.

7. [Resolution 2017-102: Approving an Amended Redevelopment Plan for the “Benscoter Project;” approving a Redevelopment Project; and approving other related actions \(Adding Lot 17\)](#)

8. [Action to approve Consulting/Employment Agreement between the City of Wayne and Nancy Braden](#)

Background: This Consulting/Employment Agreement, which is included in the packet, between the City and Nancy Braden, Finance Director, provides that she will work full-time for the City, training the newly hired Finance Director for the month of January for a the sum of \$12,000 as an independent contractor. During the month of February, she will then be available via telephone.

9. [Action to approve the appointment of Amy K. Miller as City Attorney and the Retainer Agreement between the City of Wayne and Amy K. Miller](#)
10. [Resolution 2017-103: Approving Wage and Salary Schedule \(2% Cost of Living Adjustment\)](#)

Background: The attached wage and salary schedule amends the same to include a 2% cost of living increase that was approved in the budget.

11. [Resolution 2017-104: Approving Community Development Block Grant Contract No. 16-CD-108 between the City of Wayne and the Nebraska Department of Economic Development](#)

Background: This is the formal contract between the City and the NDED regarding CDBG 16-CD-108. As stated in prior meetings, we were notified on November 8th 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. This grant money 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 2nd Street paving and storm sewer project.

Recommendation: Staff recommendation is to approve Resolution 2017-104 formally approving the contract between the City and the NDED for CDBG 16-CD-108.

12. [Action on Pay Estimate No. 5 for the “West Inner and East Inner Conversion Electric Distribution Project” in the amount of \\$72,018.82 to Karian Peterson Powerline Contracting, LLC](#)

Background: This is for work completed in accordance with our contract and approved for payment by the project engineer.

13. [Action on Pay Estimate No. 2 for the “West Inner and East Inner Conversion - Electric Meter Cutover Project” in the amount of \\$23,094.68 to Klein Electric, Inc.](#)

Background: This is for work completed in accordance with our contract and approved for payment by the project engineer.

14. Action to set date for Council Retreat – Friday, January 26th at 5:30 pm. and Saturday, January 27th at 8:30 a.m. at the Wayne Senior Center
15. Adjourn

**MINUTES
CITY COUNCIL MEETING
December 5, 2017**

The Wayne City Council met in regular session at City Hall on Tuesday, December 5, 2017, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Calc 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 23, 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.

Mayor Chamberlain noted for the public that those up for re-election in 2018 are: Mayor Ken Chamberlain and Councilmembers Rod Greve (Ward 1), Matt Eischeid (Ward 2), Jason Karsky (Ward 3) and Jill Brodersen (Ward 4). Mayor Chamberlain also stated he would not be seeking a third term as Mayor. Councilmember Brodersen stated she would be seeking a third term. Councilmembers Eischeid, Karsky and Greve stated they are assuming they will be seeking re-election.

Councilmember Sievers made a motion, which was seconded by Councilmember Buck whereas, the Clerk has prepared copies of the Minutes of the meeting of November 21, 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: A & R CONSTRUCTION, SE, 185548.48; ABUNDES, JOSE, RE, - 282.89; ABUNDES, JOSE, RE, 282.89; AMERITAS, SE, 53.95; AMERITAS, SE, 4592.04; AMERITAS, SE, 181.39; AMERITAS, SE, 72.00; APPEARA, SE, 163.62; BLACK HILLS

ENERGY, SE, 818.01; BLUE CROSS BLUE SHIELD, SE, 35411.29; BLUE DEVIL BOOSTER CLUB, SE, 85.00; CENTER FOR EDUCATION, SU, 254.95; CENTURYLINK, SE, 416.89; CITY EMPLOYEE, RE, 161.94; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 60.28; CITY EMPLOYEE, RE, 362.02; CITY EMPLOYEE, RE, 169.51; CITY OF WAYNE, PY, 79796.25; CLAUSSEN & SONS IRRIG., SE, 76.47; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 106.64; DISPLAY SALES, SU, 739.00; ED M. FELD EQUIPMENT, SU, 66020.00; FIRST CONCORD GROUP, SE, 2725.38; FLOOR MAINTENANCE, SU, 105.12; GARNETT, TYLER, RE, 55.87; GARNETT, TYLER, RE, -55.87; GERHOLD CONCRETE, SE, 734.15; GROSSENBURG IMPLEMENT, SU, 115.00; HERITAGE INDUSTRIES, SU, 115.00; HILAND DAIRY, SE, 50.74; HILAND DAIRY, SE, 73.19; ICMA, SE, 9052.34; IRS, TX, 17538.98; IRS, TX, 4390.18; IRS, TX, 18772.66; JACK'S UNIFORMS, SU, 71.85; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KRIZ-DAVIS, SU, 168.69; MARTHA ANCUNANDA, RE, -150.00; MCCORMICK DRAIN SERVICE, SE, 220.00; METERING & TECHNOLOGY SOLUTIONS, SU, 861.45; MUNICIPAL SUPPLY, SU, 670.42; NE DEPT OF REVENUE, TX, 3994.05; NNEDD, 1624.26; NORTHEAST POWER, SE, 12842.38; O'KEEFE ELEVATOR COMPANY, SE, 1797.46; OLGA CALRALES, RE, 150.00; OVERDRIVE, SU, 347.06; PENRO CONSTRUCTION, SE, 130807.41; REYES, KARLA, RE, 174.28; SCHWARTE, KRISTIN, RE, 186.56; SKARSHAUG TESTING LAB, SE, 203.55; STATE NEBRASKA BANK & TRUST, RE, 4625.00; THOMAS, PAUL, RE, 113.06; US BANK, SU, 6775.31; VIAERO, SE, 116.65; WAYNE COUNTRY CLUB, RE, 100.00; WESCO, SU, 875.13; WISNER WEST, SU, 201.92; ZIMCO SUPPLY, SU, 57.00; ACTIVE NETWORK, SU, 8090.72; AMERICAN BROADBAND, SE, 2471.05; ARNIE'S FORD, SE, 69.88; CARHART LUMBER CO, SU, 194.97; CITY EMPLOYEE, RE, 80.55; CITY EMPLOYEE, RE, 466.94; CITY EMPLOYEE, RE, 24.08; CIVICPLUS, FE, 4612.12; COPY WRITE PUBLISHING, SE, 12.74; DIANE WURDINGER, RE, 500.00; EAKES OFFICE PLUS, SE, 186.79; EASYPERMIT POSTAGE, SU, 667.14; FAIR MANUFACTURING, SU, 50.44; FAITH REGIONAL PHYSICIAN SERV., SE, 30.00; FIREMAN'S ASSOCIATION, RE, -5,000.00; FIREMAN'S ASSOCIATION, RE, 5000.00; GILL HAULING, SE, 237.50; HILAND DAIRY, SE, 124.51; HUBER TECHNOLOGY, SU, 260.00; JMB CONTRACTING, RE, 250.00; JOHNSON HARDWARE, SU, 99.15; JORGENSEN CONCRETE & CONSTRUCTION, SE, 600.00; KRIZ-DAVIS, SU, 505.04; LUTT OIL, SU, 4138.45; MARCO, SE, 126.36; MATT PARROTT, SU, 252.60; MILLER LAW, SE, 5256.57; NE DEPT OF LABOR, SE, 24.00; NORTHEAST POWER, SE, 4373.00; ONE CALL CONCEPTS, SE, 112.26; PAC N SAVE, SU, 326.25; PAC N SAVE, SU, 448.72; PENGUIN RANDOM HOUSE, SU, 101.50; PLUNKETT'S PEST CONTROL, SE, 41.60; PROGRESSIVE PROPERTIES, RE, 250.00; SCOTT BRUENING, RE, 500.00; SHOPKO, SU, 130.86; STADIUM SPORTING GOODS, SU, 132.00; STAPLES ADVANTAGE, SU, 240.86; TYLER TECHNOLOGIES, SE, 200.00; US FOODSERVICE, SE, 697.45; WAED, SE, 7535.83; WAYNE AUTO PARTS, SU, 242.24; WAYNE COUNTY CLERK, SE, 302.00; WAYNE HERALD, SE, 285.00; WAYNE HERALD, SE, 400.00; WAYNE STATE COLLEGE, RE, 250000.00; WAYNE VETERINARY CLINIC, SE, 70.00; WAPA, SE, 22560.72

Councilmember Haase made a motion, which was seconded by Councilmember Brodersen, 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 moved Agenda Item No. 15 – action on possible change order for dirt removal on the 4th Street Paving Project forward for consideration.

Joel Hansen, Street Superintendent explained that there was an error made on this project. A lot of dirt needed to be moved off the street in order to be able to pave it. The excess dirt was supposed to have been moved onto the farm field on the north side of that road. However, nobody had talked to the property owner ahead of time and the corn had already been planted. The property owner did not want the City to cover 5 acres of corn with dirt.

Lou Bencoter, who is the owner of the property on the north side of the road, agreed to let us pile the excess dirt on his property temporarily. We are now at a point where we need to do something with the dirt. Mr. Hansen was unsure as to whether or not a change order was necessary to do that. Mr. Hansen talked with Steve Meyer, who was the sub-contractor for that project, and they looked at several options. The least expensive option they looked at was to let Lou Bencoter take the additional dirt and use it on his own property.

Mr. Meyer thought he could move the dirt this week if the matter is approved tonight.

Lou Bencoter was present. He advised that he could use a substantial amount of the dirt on his lot south of the Cobblestone Hotel. With what he has planned to build there, this would make it a lot more suitable to do that. He could take everything that is east of Tomar Drive and probably part of the big pile that is west of Tomar Drive. The remainder could go on the south side of 4th Street.

There is about 7500 cu yards of dirt to spread out. Again, Mr. Hansen noted that working with Mr. Bencoter is the cheapest alternative the City has. He noted that Steve Meyer's bid was a sum not to exceed \$12,000, and that amount would be the worst-case scenario.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, authorizing Steve Meyer to move the dirt on the existing lot that the dirt sits for an amount not to exceed \$12,000 on the 4th Street Paving Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing on the “Notice of intent to release funds for the Villa Wayne Capital Improvement Project – Wayne Housing Authority.”

Trine McBride, Executive Director of the Wayne Housing Authority, was present to explain the program and the reason for the public hearing. This will be an annual event. She advised the Council that 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. Since 2008, they have received close to \$450,000 in capital improvement funds. These funds will be used to replace existing flooring, plumbing, electrical, appliances, irrigation system and a boiler system for building #7. No persons will be displaced as a result of these capital improvements.

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

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Eischeid, approving the “Request for Release of Funds and Certification” on behalf of the Villa Wayne Capital Improvement Project/Wayne Housing Authority and authorizing the Mayor to sign the same. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation concerning the "Re-Plat for Southview II Addition, Lots 1, 2, 3, 16, 17, and 18." The applicants, Brent Pick and Kelby Herman, are seeking the request.

Joel Hansen, Zoning Administrator, stated that the re-plat involves moving the street. The developers slid the south end of S. Sherman Street east to create more room on Lot 1 to get the building site away from the existing ditch that goes through there.

The Planning Commission reviewed the matter at their public hearing on December 4, 2017, and forwarded a recommendation to approve the same subject to the following "Finding of Fact:"

- Consistency with the Comprehensive Plan and the current and future land use maps.

Brent Pick was present to answer questions.

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

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

Councilmember Giese introduced Resolution 2017-100, and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2017-100

A RESOLUTION APPROVING THE RE-PLAT OF THE SOUTHVIEW II ADDITION, LOTS 1, 2, 3, 16, 17 AND 18.

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

Brent Pick was present requesting Council consideration to waiving the open burning ban per Wayne Municipal Code Sec. 97.08.

Phil Monahan, Fire Chief, was present and explained that Brent Pick and Kelby Herman want to burn down an old elevator that sits on the property they are developing on S. Sherman

Street. This would be a training exercise. Because of the process that needs to take place, the burn would not take place until March or April, 2018.

Mayor Chamberlain stated this would be a unique opportunity for the fire department to train on a tall structure.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese, approving the request of Kelby Herman and Brent Pick to waive the open burning ban per Wayne Municipal Code Sec. 97.08. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent, advised the Council that 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. Staff recommendation is 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.

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese, allowing 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, and in addition, that after several months of monitoring traffic, that yield or stop signs be erected if needed. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, 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-108 for a sum not to exceed \$35,000. The City was notified on November 8th that it was 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 2nd Street paving and storm sewer project.

Councilmember Giese introduced Resolution No. 2017-101 and moved for its approval; Councilmember Greve seconded the motion.

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 THE COMMUNITY DEVELOPMENT BLOCK GRANT (16-CD-108).

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 third and final reading thereof; Councilmember Haase 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.

Councilmember Brodersen introduced Ordinance 2017-34, and moved for approval of the third and final 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.

Councilmember Brodersen introduced Ordinance 2017-35, and moved for approval of the second reading thereof; Councilmember Giese 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.

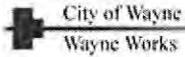
Councilmember Brodersen made a motion and Councilmember Giese seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Brodersen made a motion and Councilmember Giese seconded to move for final approval of Ordinance No. 2017-35. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to reappointing County Commissioner Randy Larson to the Wayne Community Redevelopment Authority.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the reappointment of Randy Larson to the Wayne Community Redevelopment Authority. 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 6:13 p.m.



| Vendor | Payable Description | Payment Total |
|------------------------------------|---|----------------------|
| ACE SIGN DISPLAYS, INC. | CAC LED SIGN | 10,549.61 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT | 36.74 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT | 2,945.50 |
| AMERITAS LIFE INSURANCE | AMERITAS ROTH | 53.95 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT 457 AMOUNT | 72.00 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT 457 PERCENTAGE | 117.05 |
| AMERITAS LIFE INSURANCE | POLICE RETIREMENT 457 PERCENTAGE | 1.80 |
| APPEARA | LINEN & MAT SERVICE/CARPET CLEANER | 161.21 |
| BAKER & TAYLOR BOOKS | BOOKS | 527.84 |
| BARONE SECURITY SYSTEMS | AUDITORIUM DEC-FEB FIRE INSPECTION | 138.00 |
| BATTERY SOLUTIONS, LLC | BATTERY RECYCLING KIT | 109.95 |
| BMI | RADIO LICENSE FEE | 307.80 |
| BOARD OF EXAMINERS - COUNTY | SUPERINTENDENT'S LICENSE | 10.00 |
| BROWN SUPPLY CO | WALL PIPE/GRATE/FRAME FOR GRATE | 7,480.80 |
| CERTIFIED TESTING SERVICES INC | E 4TH STREET-COMPRESSIVE STRENGTH CYLINDERS | 148.00 |
| CHILVERS ABSTRACT & TITLE | WAYNE TRAIL TITLE SEARCHES PHASE II | 1,100.00 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 94.76 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 203.85 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 1,197.03 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 147.72 |
| CITY EMPLOYEE | VISION REIMBURSEMENT | 108.00 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 769.98 |
| CITY EMPLOYEE | MEDICAL REIMBURSEMENT | 248.55 |
| CITY OF WAYNE | PAYROLL | 68,600.66 |
| CORY BROWN | BUILDING PERMIT DEPOSIT REFUND | 100.00 |
| CRESCENT ELECTRIC SUPPLY CO | WIRE | 192.92 |
| CUMMINS CENTRAL POWER, LLC | HOSES/BELTS/FILTERS | 2,387.30 |
| DAS STATE ACCTG-CENTRAL FINANCE | WSC INTERNET CHARGES | 67.73 |
| DEARBORN NATIONAL LIFE | LIFE/DISABILITY | 2,288.37 |
| DEMCO INC | SHELF/ALBUM/READING RECORD | 107.33 |
| DUTTON-LAINSON COMPANY | LED POST LUMINAIRE/METER SOCKETS | 1,202.65 |
| ED M. FELD EQUIPMENT CO INC | DESKTOP CHARGER/BARRICADE TAPE | 202.50 |
| ENGINEERED EQUIPMENT SOLUTIONS INC | ULTRA VIOLET BULBS | 1,821.22 |
| FLOOR MAINTENANCE | PRESSURE WASHER SOAP/GLOVES/LIDS/PAPER TOWELS | 428.70 |
| GERHOLD CONCRETE CO INC. | DRAIN DITCH CONCRETE | 497.50 |
| GREAT PLAINS GFOA | MEMBERSHIP DUES | 50.00 |
| GREG PTACEK | BUILDING PERMIT DEPOSIT REFUND | 100.00 |
| GROSSENBURG IMPLEMENT INC | FUEL/OIL FILTERS | 18.63 |
| HEATHER HEADLEY | MEDICAL REIMBURSEMENT | 105.15 |
| HILAND DAIRY | SENIOR CENTER FOOD SERVICE | 70.62 |
| HOMETOWN LEASING | COPIER LEASES | 412.86 |

| Vendor | Payable Description | Payment Total |
|---|---|---------------|
| IAEI | MEMBERSHIP - SCHROEDER | 120.00 |
| ICMA RETIREMENT-FIRST NATL BANK -MARYLAND | PAYROLL RETIREMENT | 9,040.86 |
| INGRAM LIBRARY SERVICES | BOOKS | 424.27 |
| IRS | FICA WITHHOLDING | 793.68 |
| IRS | FEDERAL WITHHOLDING | 1,132.18 |
| IRS | MEDICARE WITHHOLDING | 185.52 |
| IRS | FICA WITHHOLDING | 12,748.38 |
| IRS | FICA WITHHOLDING | 15.64 |
| IRS | MEDICARE WITHHOLDING | 3.66 |
| IRS | MEDICARE WITHHOLDING | 2,981.50 |
| IRS | FEDERAL WITHHOLDING | 11,777.43 |
| JESSICA CALHOON | AUDITORIUM REFUND | 150.00 |
| JILL BRODERSEN, AIA | ARCHITECTURAL SERVICES-CH UTILITY OFFICE/PAINT | 5,100.97 |
| JWC ENVIRONMENT | DRUM SCREEN/CURRENT SENSOR | 1,097.08 |
| KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE | PAYROLL DEDUCTION | 243.00 |
| KAY PARK REC CORP | 9 GALVANIZED PICNIC TABLES | 4,756.60 |
| KRIZ-DAVIS COMPANY | TERMINAL RINGS/TRANSFORMER/SOCKET/STRAPS | 1,716.82 |
| KTCH AM/FM RADIO | RADIO ADS | 644.00 |
| LOUIS BENSCOTER | TIF PRINCIPAL | 2,091.17 |
| MATHESON-LINWELD | OXYGEN TANKS | 39.00 |
| MCLAURY ENGINEERING, INC | EVENT CENTER SEWER EXTENSION/E 4 TH STREET | 3,721.00 |
| METERING & TECHNOLOGY SOLUTIONS | AMI RADIO READ METERS | 1,722.90 |
| MICHAEL DAEHNKE | ENERGY INCENTIVE | 138.22 |
| MID PLAINS GRAIN | WEIGHT TICKET-BURN PILE | 10.00 |
| MIDWEST LABORATORIES, INC | WASTE WATER ANALYSIS | 161.50 |
| MORRIS, CLAYTON | UTILITY REFUND | 91.12 |
| NE DEPT OF REVENUE | STATE WITHHOLDING | 392.17 |
| NE DEPT OF REVENUE | STATE WITHHOLDING | 3,902.42 |
| NE ECONOMIC DEVELOPERS ASSN | ANNUAL DUES | 100.00 |
| NEBRASKA PUBLIC POWER DIST | ELECTRICITY | 283,505.57 |
| NEBRASKA RECYCLING COUNCIL | MEMBERSHIP DUES | 200.00 |
| NORFOLK DAILY NEWS | WINTER SPORTS PROGRAM | 37.50 |
| NORTHEAST NE ECONOMIC DEV DIST | 14-CIS-006 HOUSING ADMIN/LEAD SERVICES OCT 17 | 1,265.00 |
| NORTHEAST POWER | WHEELING CHARGES/RATE DISPUTE | 13,056.60 |
| NOVA FITNESS EQUIPMENT | PREVENTATIVE MAINTENENCE/CABLES | 338.04 |
| PAC N SAVE | SENIOR CENTER NOON MEAL SUPPLIES | 338.96 |
| PAC N SAVE | SENIOR CENTER NOON MEAL SUPPLIES | -448.72 |
| PAGE MY CELL LLC | DISPATCH TO TEXT 1 YEAR SERVICE | 600.00 |
| PITNEY BOWES INC | FOLDER/POSTAGE METER LEASE | 1,497.56 |
| QUALITY FOOD CENTER | SENIOR CENTER NOON MEAL SUPPLIES | 521.96 |
| RAMOS, DIEGO | UTILITY REFUND | 59.69 |
| RESCO | CONDUIT ADHESIVE KIT | 151.39 |
| S & S WILLERS, INC. | GRAVEL-DRAIN DITCH PIPE/STREETS | 1,121.73 |
| SPARKLING KLEAN | JANITORIAL SERVICES/SUPPLIES | 3,083.59 |
| STATE NEBRASKA BANK & TRUST | HWY ALLOCATION 2013 INTEREST | 5,720.00 |
| STATE NEBRASKA BANK & TRUST | ELECTRIC REVENUE BONDS SERIES 2012 | 15,602.50 |

| Vendor | Payable Description | Payment Total |
|-------------------------------|--|----------------------|
| STATE NEBRASKA BANK & TRUST | SERIES 2013 GO INTEREST | 12,625.00 |
| STATE NEBRASKA BANK & TRUST | HWY ALLOCATION 2013B INTEREST | 5,462.50 |
| STRICKER, MALACHI | UTILITY REFUND | 36.70 |
| TED BAACK | BUILDING PERMIT DEPOSIT REFUND | 100.00 |
| ULINE | EAR PLUGS/SAFETY GLASSES | 135.35 |
| UNITED HEALTHCARE | HEALTH INSURANCE PREMIUM | 36,955.34 |
| VERIZON WIRELESS SERVICES LLC | CELL PHONES | 234.96 |
| WAYNE AUTO PARTS | AIR FILTER | 8.97 |
| WAYNE HERALD | ADS AND NOTICES | 556.31 |
| WESCO DISTRIBUTION INC | METER SOCKETS/BALLAST BULBS/COMPRESSION LUGS | 1,059.44 |
| | Grand Total: | 554,311.31 |

[Back to Top](#)

Protection For Public Entities



CARTER (CAP) PETERSON
NORTHEAST NEBRASKA INS. AGENCY
Box 100
WAYNE, NE 68787
(402) 375-2696

 **EMC** Insurance Companies.

Your public entity can *Count* to provide comprehensive protection and superior s

Operating a public entity is unique — so are your insurance needs. That's why it is essential you rely on insurance professionals who understand your individual needs and can tailor insurance programs to fit those needs.

At EMC Insurance Companies, we've designed our coverages to meet the extensive needs of public entities and their operations. We can provide protection for buildings, personal property, automobiles and employees, as well as liability and umbrella coverages. *Count on EMC* and your independent insurance agent to customize your insurance in a way that fits your entity perfectly.

Local, Responsive Agents

EMC has licensed agents in most cities and towns across the state, so you can enjoy working with a local independent agent in your community. That agent will always be there for you — to help design the best package of coverages to meet your organization's needs, to answer your questions and to address your concerns. Working together, your local agent and EMC can provide the comprehensive coverage, local market knowledge and the superior service you deserve.



Exceptional Loss Control Services

At EMC, we provide policyholders with the information and tools you need to prevent many losses from occurring in the first place.

Whether it's making changes to reduce injuries, taking steps to reduce the likelihood of fires or coordinating safety training programs, our loss control experts will work with you to provide services that can result in meaningful loss reduction. EMC provides these loss control services free of charge to policyholders.

Our website includes an extensive collection of loss control information that details ways your entity can keep claims to a minimum. Materials include industry-specific news, technical/hazard information and many other valuable tools. We even have a safety video lending library where you can check out the latest safety information.

Superior Claim Services

If a loss should occur, not only will EMC respond to your claim in a prompt and professional manner, but we'll offer you value-added services to help you manage the cost of claims. As part of your coverage, EMC provides access to proven claims cost management programs, which can result in significant insurance savings.

on EMC ive ervice.



Count
of EMC

Property

- Fences and signs within 1,000 ft of premises: included in building limit
- Ordinance or law: included in building limit
- Personal property within 1,000 ft of premises: covered
- Debris removal: 25% + additional \$50,000
- Fire department service charge: \$25,000
- Pollutant cleanup and removal: \$50,000 annual aggregate
- Newly acquired buildings: \$1,000,000
- Newly acquired personal property: \$500,000
- Personal property of others: \$50,000
- Valuable papers and records – cost of research: \$200,000 each premises
- Personal property off premises/Transit: \$100,000
- Outdoor property: \$50,000 applies to radio and TV antennas, satellite dishes, trees, plants and shrubs, not more than \$1,000 for any one tree, plant or shrub
- Business income and extra expense: \$500,000
- Arson reward: \$25,000
- Sewer backup: \$100,000
- Accounts receivable: \$200,000 each premises
- Money and securities: \$10,000 each occurrence
- Fine arts: \$50,000 each occurrence
- Fire extinguisher – recharge: unlimited
- Utility services – direct damage: \$10,000
- Foundations of buildings and pilings: 10% of covered property limit up to \$250,000
- Cost of taking inventory: \$50,000
- Legal liability including personal property of others: \$100,000
- Electronic data cost to replace or restore: \$25,000 annual aggregate
- Nonowned detached trailers on premises: \$5,000
- Underground fiber optic: included in amount of insurance, subject to a \$2,500 deductible
- Changes or extremes in temperature or humidity: \$15,000
- Emergency services commandeered property: \$250,000
- Machinery breakdown included
- Lock replacement and rekeying: \$10,000

General Liability

- All premises and operations with automatic coverage for new premises, operations or activities
- Coverage for operations by independent contractors
- Products and completed operations
- Broad liability coverage available for all electric, gas and water utility operations
- Premises medical payments
- Personal injury
- All employees as additional insureds
- Volunteers as additional insureds
- Nonowned watercraft coverage under 51 ft
- Fire legal liability coverage, real property: \$100,000 limit
- Host liquor liability coverage
- Advertising offense liability coverage
- Incidental medical malpractice
- EMT/EMS coverage available

EMC Insurance Companies

Home Office

717 Mulberry

Des Moines, Iowa 50309

515-280-2511

800-447-2295

www.emcins.com

Automobile

- Broad business auto insurance form
- Auto liability insurance applies to any autos used
- Medical payments coverage available for cars you own
- Comprehensive and collision coverage available
- Employers nonownership and hired car liability available
- Hired auto physical damage available
- Reimburse deductible for employees and volunteers responding to emergency scene with personal auto
- Individual liability of employees using their own cars for your business is included
- Freezing coverage for fire and emergency vehicles
- Covers all owned scheduled vehicles, including fire trucks, ambulances and boom trucks

Public Officials Errors And Omissions And Employment Practices Liability

- Claims-made policy
- Defense costs are first dollar coverage (after deductible), and defense is provided by insurance carrier
- Includes coverage for lawfully elected and appointed officials, employees and volunteers
- Limits available up to \$1,000,000
- Deductibles available from \$1,000 and up
- Prior acts and extended reporting period coverage may be available

Law Enforcement Liability

- Occurrence policy
- Includes bodily injury, property damage and personal/advertising injury arising out of Law Enforcement activities
- Limits available up to \$1,000,000 per occurrence
- Deductibles available from \$1,000 and up
- Defense paid in addition to policy limits
- Medical payments available up to \$10,000

Umbrella Liability

- May apply as excess over most primary liability insurance coverages, including general liability, auto liability and employers liability
- Limits available from \$1,000,000 and up
- Upon request, coverage may also apply as excess over public officials errors and omissions/employment practices liability and law enforcement liability

Other Coverages

- Crime coverages
- Builders' risk
- Inland marine

This coverage applies to public entities other than school districts.

The contents of this brochure are provided for informational purposes only and are not intended to be all inclusive. Please refer to the issued policy for specific details regarding coverages, conditions and exclusions. In the event of a conflict between the terms contained herein and the policy, the policy terms and conditions will prevail.



| CITY OF WAYNE | | | |
|----------------------------------|------------------|------------------|------------------|
| | 2016-2017 | 2017-2018 | 2018-2019 |
| PROPERTY PREMIUMN | \$82,366.00 | \$94,726.00 | \$111,370.00 |
| Co-Ins 100% Values | \$35,947,920.00 | \$39,340,650.00 | \$40,461,187.00 |
| Extra Expense | \$120,000.00 | \$120,000.00 | \$120,000.00 |
| Shop & garage added | | | |
| Kitchen equipment | | | |
| Deleted old swimming pool | | | |
| COMMERCIAL OUTPUT | \$55,542.00 | \$55,679.00 | \$61,367.00 |
| Power Plant | | | |
| Building - Stated Value | \$35,000,000.00 | \$35,000,000.00 | \$38,600,000.00 |
| Contents - Rep. Cost | \$163,900.00 | \$163,900.00 | 163,900.00 |
| AUTO | \$14,618.00 | \$16,982.00 | \$18,020.00 |
| Added 2009 Chevy Pickup | | | |
| Added 2017 Ford Fusion | | | |
| Added 2017 Ford F350 | | | |
| Added 2017 Ford F350 | | | |
| Deleted 1991 GMC Pickup | | | |
| Deleted 1996 Ford Van | | | |
| Deleted 2005 Chevy Silverado | | | |
| INLAND MARINE | \$8,757.00 | \$8,782.00 | \$8,905.00 |
| UMBRELLA | 18,380.00 | \$23,431.00 | \$23,936.00 |
| LINEBACKER | \$4,349.00 | \$4,349.00 | \$4,349.00 |
| Law Enforcement Liability | \$2,851.00 | \$2,851.00 | \$2,851.00 |
| CRIME | \$773.00 | \$691.00 | \$691.00 |
| LIABILITY | \$13,039.00 | \$15,021.00 | \$15,160.00 |
| Audit 16/17 add \$2480.00 | | | |
| WORKERS COMPENSATION | \$63,145.00 | \$70,985.00 | \$63,507.00 |
| Exp Mod | 0.91 | 0.93 | 0.74 |
| Audit 16/17 add \$10,024.00 | | | |
| TERRORISM | INCLUDED | INCLUDED | INCLUDED |
| | \$2,147.00 | \$3,013.00 | \$3,181.00 |
| TOTAL | \$263,820.00 | \$293,497.00 | \$310,156.00 |

Northeast Nebraska Insurance Agency

From: "Kevin Clayton" <Kevin.D.Clayton@EMCIns.com>
Date: Friday, December 01, 2017 9:51 AM
To: <nenebins@conpoint.com>
Cc: "Dale Parkening" <Dale.M.Parkening@EMCIns.com>
Attach: Wayne Claims Summary 2014-18 PY.pdf
Subject: City of Wayne

Cap,

Attached is the info you requested on the City of Wayne losses over the past 5 years. If you have any questions or would like to see this info in a different format, don't hesitate to contact me. Thank you.

Kevin D. Clayton

Risk Improvement Engineer

EMC Insurance Companies

717 Mulberry Street | Des Moines, IA 50309

515-345-2202 | Cell: 515-201-2203

kevin.d.clayton@emcins.com | www.emcins.com

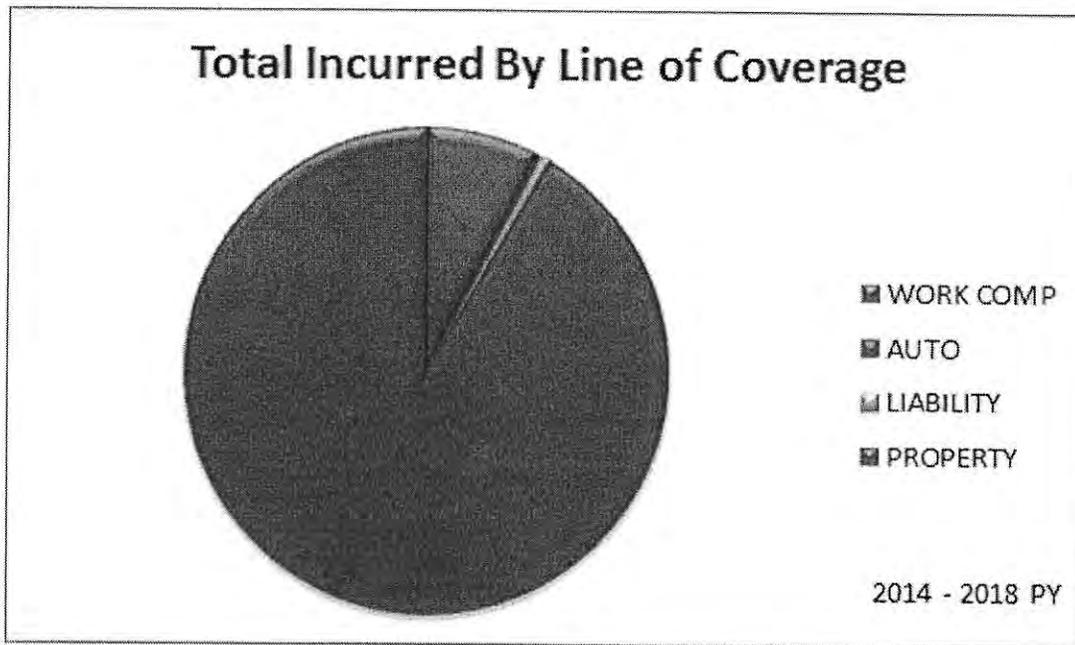


NOTICE: This message (including any attachments) is intended for a specific individual and may contain information that is either confidential or legally protected. If you believe that it has been sent to you in error, please reply to the sender that you have received the message in error, then delete it. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution, or copying of this communication is strictly prohibited. Thank you. EMC071856

City of Wayne Claims Summary, 2014-2018 PY

Workers' Compensation claims have accounted for the majority of the claims, as illustrated by the following table and chart. A single storm event in the 2014 PY accounted for 92% of the Property cost, or 85% of all costs.

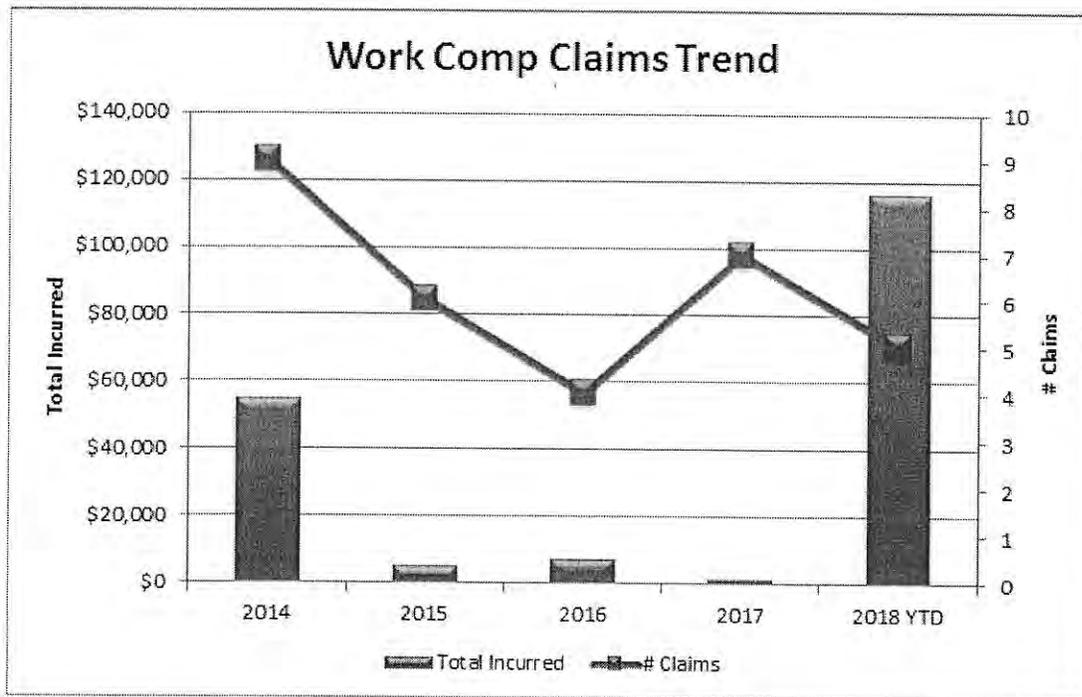
| Line | Total Incurred | # Claims |
|-----------|----------------|----------|
| WORK COMP | \$183,927 | 31 |
| AUTO | \$8,022 | 9 |
| LIABILITY | \$17,578 | 16 |
| PROPERTY | \$2,293,979 | 6 |



Workers' Compensation

Workers' Compensation claims frequency has generally been downward, but severity shows a sharp increase during the 2018 policy-year after a downward trend during the rest of the 5-year period.

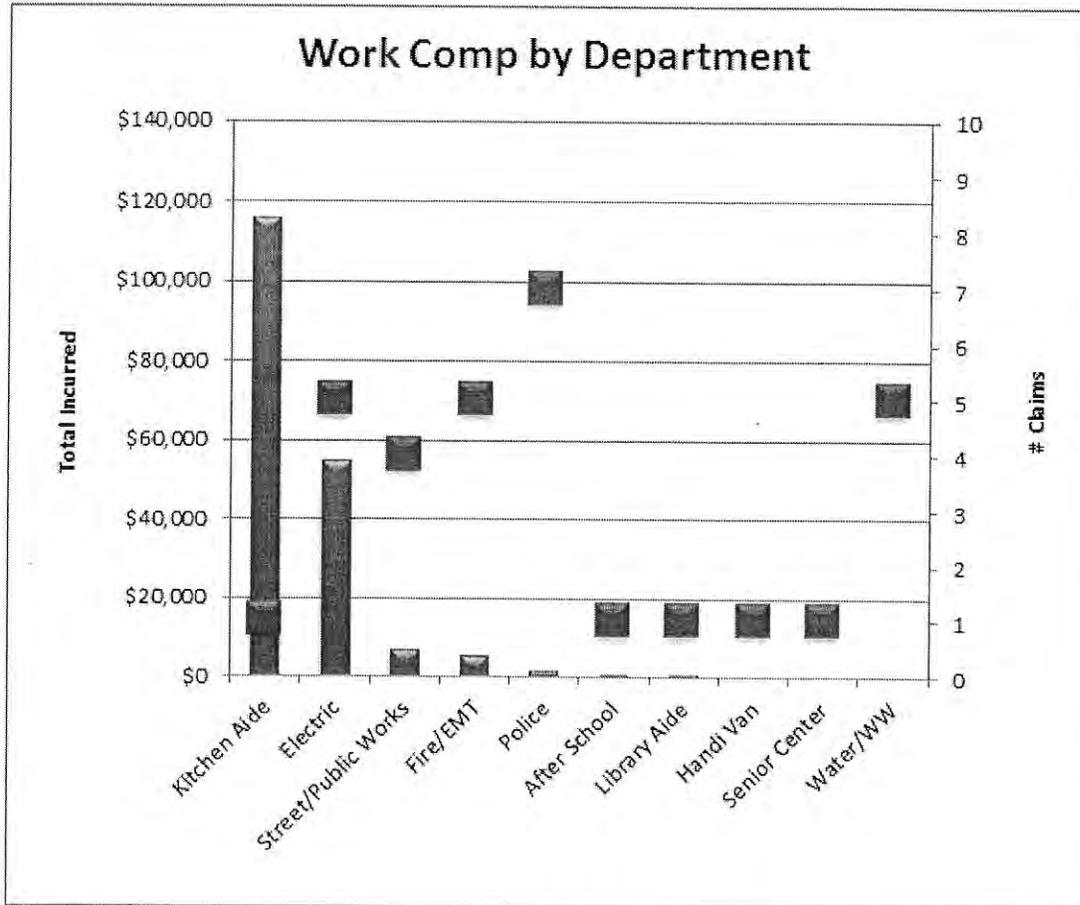
| Policy Year | Total Incurred | # Claims |
|-------------|----------------|----------|
| 2014 | \$54,602 | 9 |
| 2015 | \$5,119 | 6 |
| 2016 | \$7,345 | 4 |
| 2017 | \$1,011 | 7 |
| 2018 YTD | \$115,849 | 5 |



Work Comp by Occupation

The Police Dept. has led the way in terms of frequency, while a Kitchen Aide injury accounted for the highest severity.

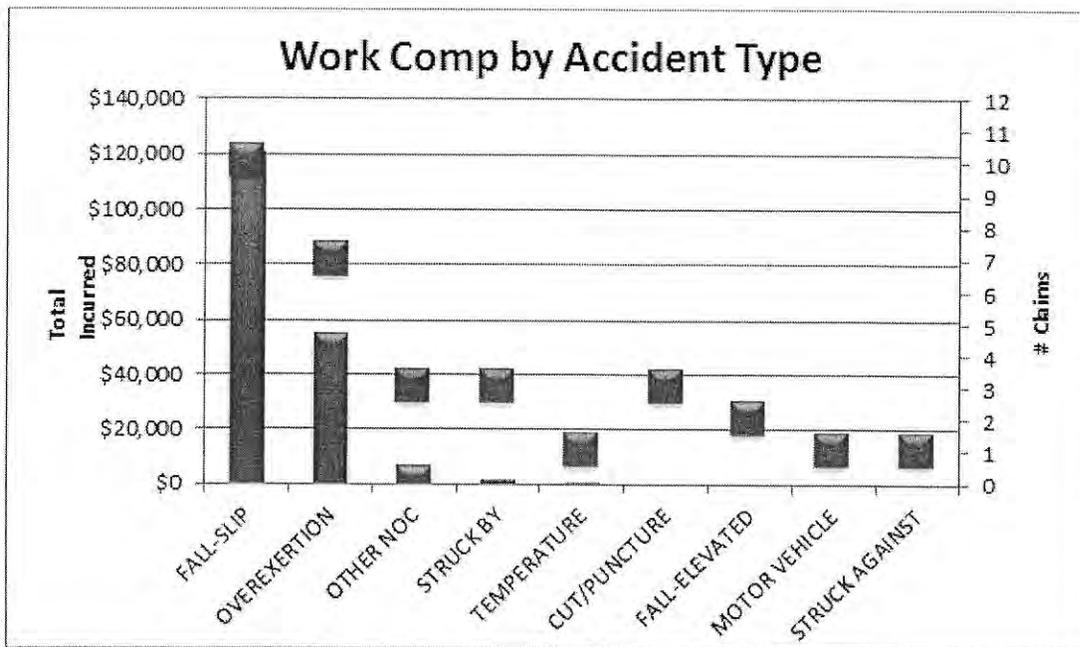
| Occupation | Total Incurred | # Claims |
|---------------------|----------------|----------|
| Kitchen Aide | \$115,785 | 1 |
| Electric | \$54,455 | 5 |
| Street/Public Works | \$6,796 | 4 |
| Fire/EMT | \$5,194 | 5 |
| Police | \$1,505 | 7 |
| After School | \$190 | 1 |
| Library Aide | \$1 | 1 |
| Handi Van | \$0 | 1 |
| Senior Center | \$0 | 1 |
| Water/WW | \$0 | 5 |

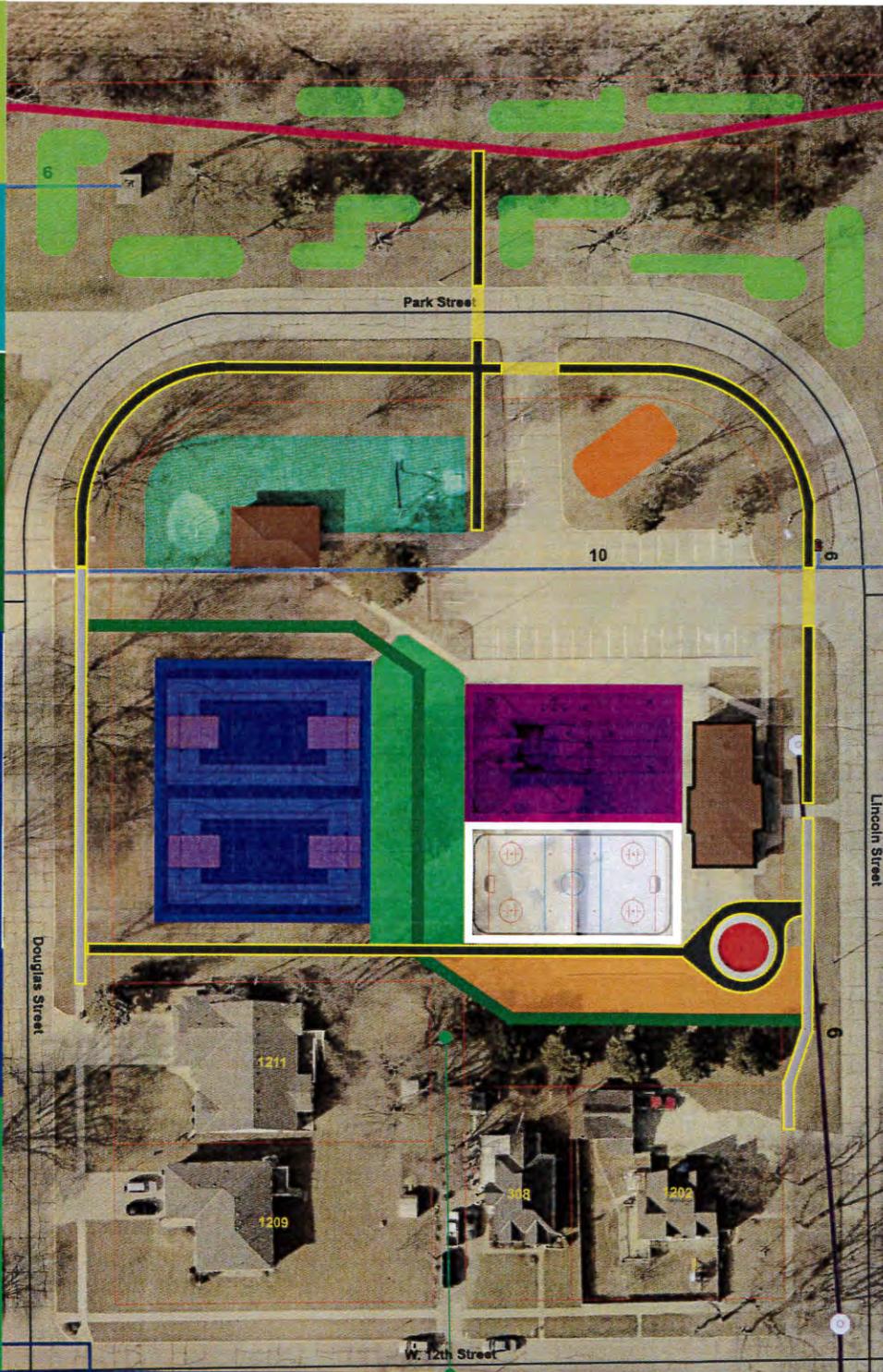


Work Comp by Accident Type

Slip/Fall is the most frequent and severe accident type.

| Accident Type | Total Incurred | # Claims | Avg \$/Claim |
|----------------|----------------|----------|--------------|
| FALL-SLIP | \$120,621 | 10 | \$12,062 |
| OVEREXERTION | \$54,602 | 7 | \$7,800 |
| OTHER NOC | \$6,763 | 3 | \$2,254 |
| STRUCK BY | \$1,486 | 3 | \$495 |
| TEMPERATURE | \$455 | 1 | \$455 |
| CUT/PUNCTURE | \$0 | 3 | \$0 |
| FALL-ELEVATED | \$0 | 2 | \$0 |
| MOTOR VEHICLE | \$0 | 1 | \$0 |
| STRUCK AGAINST | \$0 | 1 | \$0 |





**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: December 5, 2017

TO: Mayor Chamberlain
Wayne City Council

FROM: **Wayne Planning Commission**
Joel Hansen, Staff Liaison



At their meeting held on December 4, 2017 the Wayne Planning Commission made a recommendation on the following discussion item and public hearing; the result of the recommendations are as follows:

Discussion & Recommendation: Amended Redevelopment Plan for Benscoter Project Lot 17 of Benscoter

The Planning Commission reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Meisenbach and seconded by Commissioner Giese to approve and forward the recommendation of approval to the City Council for Resolution No. 2017-05 approving the Amended Redevelopment Plan of the City of Wayne, Nebraska, specifically for Lot 17 of the Benscoter Project. Vice-Chair Sorensen stated the motion and second. All were in favor; motion carried unanimously.

Public Hearing: Amending the Extra Territorial Jurisdiction of the City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Meisenbach and seconded by Commissioner Piper to approve and forward a recommendation of approval to the City Council amending the extra territorial jurisdiction of the City of Wayne as stated on the map presented by Staff, including a 40 acre tract, which includes 57353 – 857 Road, with the findings of fact being consistency with the Comprehensive Plan and staff's recommendation. Vice-Chair Sorensen stated the motion and second. All were in favor; motion carried unanimously.

JJH:cb

RESOLUTION NO. 2017-05

RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN OF
THE CITY OF WAYNE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WAYNE,
NEBRASKA:

Recitals:

a. Pursuant to and in furtherance of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), an Amended Redevelopment Plan (collectively, the “**Redevelopment Plan**”), has been prepared and submitted to the Planning Commission by the Community Redevelopment Authority (the “**Authority**”) of the City of **Wayne**, Nebraska and Louis Benscoter, (the “**Redeveloper**”), for the purpose of redeveloping the Redevelopment Area legally described in **Exhibit A** and in the form attached hereto as **Exhibit B**; and

b. The City has previously adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act; and

c. This commission has reviewed the Redevelopment Plan as to its conformity with the general plan for the development of the City.

Resolved that:

1. The Commission hereby recommends approval of the Redevelopment Plan with such changes and revisions as are deemed appropriate by the Authority.

2. The Commission hereby recommends approval of the Redevelopment Plan.

3. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

4. This resolution shall be in full force and effect from and after its passage as provided by law.

[The remainder of this page intentionally left blank.]

DATED: 12/4/17.

PLANNING COMMISSION OF THE CITY
OF Wayne, NEBRASKA

ATTEST:

By: 
Chair

By: 
Secretary

RESOLUTION NO. 2017-102

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, APPROVING AN AMENDED REDEVELOPMENT PLAN; APPROVING A REDEVELOPMENT PROJECT; AND APPROVING OF RELATED ACTIONS

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF Wayne, NEBRASKA:

Recitals:

a. The City of Wayne, Nebraska, a municipal corporation (the "City"), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment;

b. The Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects;

c. The City has previously declared an area, which includes an area legally described in Exhibit A (the "Redevelopment Area"), to be blighted and substandard and in need of redevelopment pursuant to the Act;

d. The Community Redevelopment Authority of the City of Wayne, Nebraska (the "Authority") has received an Amended Redevelopment Plan (the "Redevelopment Plan") prepared by Wayne (the "Redeveloper"), in the form attached as Exhibit B, for the redevelopment of the Redevelopment Area;

e. The Planning Commission of the City (the "Planning Commission") has reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City;

f. The Authority has conducted a cost benefit analysis, pursuant to Section 18-2113 of the Act, of the project set forth in the Redevelopment Plan (the "Redevelopment Project"), reviewed the Redevelopment Plan, and recommended approval of the Redevelopment Plan by the Mayor and Council of the City;

g. The City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

h. The City has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it are designed with the general purpose of accomplishing a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Resolved that:

1. The Redevelopment Plan is determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act. It is found and determined, based on the analysis conducted by the Authority, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the use of tax-increment financing, (b) the Redevelopment Project would not occur without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan is approved in substantially the form attached as Exhibit B.

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on real property in the City of Wayne, Nebraska, more fully described on Exhibit A, attached hereto, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in an Amended Redevelopment Contract entered into between the Redeveloper and the Authority. Said tax shall be divided as follows:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, shall be paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Redevelopment Project Area shall be paid into the funds of the respective public bodies.

4. The Mayor and Clerk are authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 19th day of December, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

Betty A. McGuire, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

All lots in the Bencoter Addition to the City of Wayne, Wayne County, Nebraska.

EXHIBIT "B"

AMENDED REDEVELOPMENT PLAN FOR BENSCOTER PROJECT

OVERVIEW:

This redevelopment plan amendment is made pursuant to the original 2009 redevelopment plan for the Bencoter Project. Future project plans were contemplated to establish effective dates for the pledge of taxes pursuant to §18-2147 of the Nebraska Community Development Law for payment on the tax increment revenue bond issued to finance the original redevelopment project infrastructure installation consisting of paved streets, water lines and fire hydrants, sanitary sewer lines and electrical distribution lines. The original plan was amended in 2012 which authorized the issuance of additional debt in the form of the 2012 Series A tax increment revenue bond. This plan amendment is the final amendment for the Bencoter Addition.

The Developer has acquired, developed and rehabilitated the real estate shown on Exhibit A to this redevelopment plan amendment by constructing and installing approximately 30 lot housing development, with houses to be built in phases, including infrastructure on the real estate.

By way of the 2009 redevelopment plan and the 2012 redevelopment plan amendment the Community Development Agency authorized the issuance of bonds, designated the 2009 A Bond and the 2012 A Bond to be repaid from the various respective incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date to be established by redevelopment plan amendments and redevelopment contract amendments. The Developers are using the proceeds of those bonds to assist in payment of approved infrastructure Project Costs in the construction and acquisition of the project.

The specific purpose of this plan amendment is add a pledge of lot to divide ad valorem taxes to support previously authorized Series 2012 A tax increment revenue bond, as provided in the prior redevelopment plan and amended redevelopment plans and redevelopment contracts and amendments between the Agency, Authority and the Developer.

COMMUNITY REDEVELOPMENT AUTHORITY BENSCOTER ADDITION REDEVELOPMENT PLAN AMENDMENT

OVERVIEW:

The Community Redevelopment Authority of the City of Wayne, Nebraska, as successor in interest to the Community Development Agency of the City of Wayne, Nebraska, proposes to amend the Bencoter Addition Redevelopment Plan (the "Redevelopment Plan" or the "Plan") which intended to redevelop an area within the City of Wayne (the "City"), which has been

declared blighted and substandard pursuant to the Community Development Law of the State of Nebraska.

The Developer acquired and redeveloped the real estate shown on Exhibit A (the "Redevelopment Plan Area") by commencing constructing approximately 30 lot single family housing development. The redevelopment was intended and is being implemented in phases.

Redevelopment activity authorized by this Redevelopment Plan Amendment is for the purpose of establishing an effective date for dividing taxes pursuant to §18-2147 of the Community Development Law on Lot 17, Benscoter Addition to the City of Wayne, Wayne County, Nebraska. The Nebraska Legislature changed the manner of providing the change in effective dates from being set forth in a redevelopment plan to being set forth in a bond resolution or redevelopment contract after the implementation of the Redevelopment Plan. (Laws 2011 LB54) Therefore this plan amendment is for the purposes of establishing and approving an effective date for dividing taxes on said Lot 17, which will also be set forth in a redevelopment contract amendment.

The 2009 Plan proposed that the Wayne Community Development Agency (the "Authority") issue bonds, to be designated Series 2009 A Bonds and subsequent bonds (the "Bonds") to be repaid solely from the excess ad valorem real estate property taxes generated by a series of redevelopment projects pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from their respective effective dates. In 2012 the Agency issued the Series 2012 A Bond.

THE REDEVELOPMENT PLAN

1. Relationship of Plan to local objectives for appropriate land use: This Plan contemplates a change in current land use. The land use changed from crop land to a mixed use residential development. Zoning is currently appropriate for the intended use. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the Redevelopment Plan Area. This new development is targeted to entice new residents to the community for general economic support of the community and to retain vital services in the City.

2. Relationship of Plan to local objectives for improved traffic flow and public utilities in Redevelopment Plan Area:

Streets: Streets were dedicated and platted in accordance with the preliminary and final plats approved from time to time by the City. All streets have a hard surface. The streets internal to the subdivision were dedicated and installed at the sole cost of the Developer in accordance with City policy. The specifications for such streets are the normal and customary for residential development in the Wayne County, Nebraska, area.

Potable Water Lines: The Developer paid for and installed all potable water lines and fire hydrants required in the subdivision.

Sanitary Sewer Lines: The Developer paid for the installation of all interior sanitary sewer lines, in accordance with the recommendation of the Developer's engineer.

Electrical Power: The Developer paid for the installation of all interior electrical power lines to service the project. All transmission lines are underground.

The plans for all infrastructure installation shall be reviewed by and approved by the City Engineer.

3. Relationship of Plan to local objectives for community facilities: The execution of this Plan will provide a much needed residential subdivision for the community that has been identified as an unmet need.

4. Redevelopment Plan Area: Exhibit 1 shows the boundaries of the Redevelopment plan Area.

5. Proposed land use plan: Exhibit 1 shows the proposed land use plan after redevelopment as a fully developed residential and commercial development. This plat will be amended and changed as circumstances require for the future projects.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will change for the area. Currently there is no residential occupancy. During the phase in of the construction, up to 30 single family residential lots were developed. This number may change during phase in to take into account duplex lots, as demanded, and as approved by the Mayor and City Council.

7. Statement regarding change in street layouts: This Plan proposes changes in street layout as shown in Exhibit 1.

8. Site plan after redevelopment: Exhibit 1 is an accurate proposed site plan of the Redevelopment Plan Area after redevelopment. The Plan may change slightly during the phases as development occurs, and additional final platting is approved by the City.

9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: Additional public utilities are required to support the proposed Plan, as discussed above.

10. Public cost/benefit analysis: The Redevelopment Plan requires that the Developer acquire and construct a residential development. It is intended that no public funds, other than the tax increment financing benefit, will be used for the acquisition and development of the redevelopment Plan.

The Developer will provide all financing for Project Costs of the Developer. The Developer will either provide purchasers for the Bonds or purchase the Bonds. The Bonds shall be repaid solely from the excess ad valorem tax stream created by the redevelopment projects, and not secured by any additional pledge by either the Authority or the City. All ad valorem taxes

currently generated in the Redevelopment Plan Area will continue to be paid to all respective taxing authorities, including the school district, the City and Wayne County. All ad valorem taxes for each respective project shall revert to the taxing authorities at the expiration of each fifteen year project term or the full payment of the Bonds.

The Project initially will result in at least 3 new residential units. The Redevelopment Plan provides for approximately 30 new single family homes developed in the City. Full build-out of the Redevelopment Plan is estimated to take 10 years. The Project provides for long-term property tax base increase and stability, encouragement of additional redevelopment and an expansion of the local sales tax and property tax bases through the new residents spending in City stores.

Tax shifts:

Minimal tax shifts will occur as a result of this project. Snow removal for additional paved streets is the only identified cost to be absorbed by the City.

Public Infrastructure and Community service needs impacts and local tax impacts:

Required public utilities and infrastructure was installed at the cost of the Developer, to be reimbursed by the Bond proceeds. No tax impact, other than snow removal is contemplated. However, local sales tax on each construction project will increase City of Wayne tax receipts.

Impacts on Employers and Employees within the Redevelopment Project Area:

Temporary employment for construction workers will expand. The resultant housing in the area will allow a general, though modest, increase in population that may help alleviate the low unemployment conditions in the area.

Impacts on Employers and Employees within the City and surrounding area:

Again, the resultant housing in the area will allow a general, though modest, increase in population that may help alleviate the low unemployment conditions in the area.

Other relevant impacts:

None are contemplated.

REDEVELOPMENT PROJECT PLAN

The Redevelopment Project Plan (the "Project") provides for the construction of a market rate single-family home within the Redevelopment Plan Area on Lot 17 Bencotter Addition. The Developer acquired the property and installed infrastructure, allowing it to develop 30 single family lots as part of the Project in 2009. See Exhibit 2. The Project provides the use of approximately \$135,000.00 in net proceeds of the Series 2012 Bond to finance acquisition, demolition, utilities, and other public improvements.

Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property described as Lot 17 Bencotter Addition to the City of Wayne, Wayne County, Nebraska, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2018, (to be confirmed by a

redevelopment contract amendment) as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of; the interest on, and any premiums due in connection with the bonds, loans, notes, or advances on money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, a redevelopment project. Such indebtedness shall specifically mean the Series 2012 A Bond issued in the original principal amount of \$135,000. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such redevelopment project shall be paid into the funds of the respective public bodies.

The taxes so pledged shall be allocated and paid to the holder of the 2012 A Bond.

CONSULTING/EMPLOYMENT AGREEMENT

This Consulting Agreement (the "Agreement") is made as of this ____ day of December, 2017, by and between the City of Wayne, Nebraska, a municipal corporation ("City"), and **Nancy Braden** ("Braden").

Braden is currently employed as the Finance Director for the City. Braden's employment with the City will cease upon Braden's retirement on December 31, 2017. Braden and the City desire to enter into an agreement whereby Braden continues to work as a consultant for the City's Finance Director, in order to train Braden's replacement for the position, on the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained herein, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. **Term.** Braden shall work full-time for the City, training the newly hired Finance Director, commencing January 1, 2018, and concluding January 31, 2018.

2. **Consulting Services.** Commencing February 1, 2018, and extending until February 28, 2018, Braden shall provide via telephone, upon request of the City, transition assistance services to the newly hired Finance Director and the City, and shall use reasonable efforts to assist the City in answering any questions it may have as it relates to the position of City Finance Director.

3. **Compensation.** In exchange for Braden's services as outlined in paragraphs 1 and 2, the City shall compensate Braden in the amount of \$12,000.00. Commencing January 1, 2018, Braden shall be considered an independent contractor, and is not entitled to any benefits as part of this agreement.

4. **Governing Law.** This Agreement will be governed by the laws of the State of Nebraska without regard to conflicts of laws principles.

Nancy Braden, Independent Contractor

Ken Chamberlain, Mayor, City of Wayne

ATTEST:

Betty A. McGuire, City Clerk

RETAINER AGREEMENT

This agreement is made this 19th day of December, 2017, by and between **The City of Wayne** (hereinafter referred to as the client), and **Amy K. Miller**, (hereinafter referred to as the attorney). In exchange of the mutual covenants contained herein, the parties hereto agree to the following:

1. **Legal representation**: The client hereby agrees to engage the attorney to represent the client in all matters in which the client may desire or require legal representation or in such other matters as the client may desire or require assistance from the attorneys. The attorneys agree to accept this representation subject to this retainer agreement and to perform all of the duties required hereunder. This agreement shall run for one year and may be renewable each year thereafter, subject to the terms and provisions of the Nebraska Code of Professional Responsibility.

2. **Services to be rendered**: Under the terms of this agreement, the attorneys shall perform all of the functions within the services described in paragraph one above in consideration of a monthly retainer payment in the amount of \$5,416.67. Of this amount, \$800.00 per month shall be attributable to the Community Redevelopment Authority (CRA), and \$4616.67 shall be attributable to the City of Wayne. In addition, client shall make available to attorney family health insurance coverage, in the same capacity as client makes the same available to other full-time city employees. In exchange for the monthly retainer payment, the attorney shall provide the following services at no additional charge:

- A. Write and issue letters;
- B. Answer any and all telephone or E-mail questions of the mayor, administrator, council, various boards and committees, and/or city employees;
- C. Research of Nebraska state law and applicable regulations that relate to the operation of the client;
- D. Attend city council meetings, CRA meetings, Planning Commission meetings, Problem Resolution Team meetings, and any other special meeting to which attorney's presence is requested;
- E. Review policies, codes, resolutions, and ordinances to be considered by the council;
- F. Prepare contracts and purchase agreements, and handle closings for the CRA as necessary;
- G. Prosecute city ordinance violations, including preparing Complaints and Petitions, reviewing reports, and appearing in court.

3. **Other legal services**: In addition to the matters covered by the retainer above, the client and attorney acknowledge that certain litigation or discovery matters may arise that require attorney to charge an hourly fee in addition to the monthly retainer agreement. In that event,

attorney and client will meet in an attempt to reach an agreement for compensation on those matters. Attorney will not bill client for any services outside the retainer agreement without first consulting with client.

4. **Expense reimbursement:** The client shall reimburse the attorneys for most expenses including, but not limited to:

- A. Photocopy or postage expenses;
- B. Mileage at the maximum IRS rate at the time of travel;
- C. Court costs;
- D. Litigation expenses (ie: court reporters, experts, and witness fees);
- E. Service fees;
- F. Seminar travel, lodging, meals and registration costs.

5. **Conflicts:** The attorneys agree that they will not represent or provide legal services for any clients on any matters known to be in direct conflict with the interests of the client. If a conflict of interest arises between the client and any other party, the attorney may be required to withdraw as attorney for client pursuant to the Nebraska Code of Professional Responsibility and the client may seek legal counsel from any other attorney or law firm, at client's cost.

6. **Availability of Attorney:** Client and Attorney acknowledge there may be times when attorney is unable to attend a meeting due to illness, vacation, or other reason beyond attorney's control. In this instance, attorney will arrange for alternate counsel to be present in her absence, at attorney's cost.

7. **Termination:** The client may terminate this agreement for any reason it deems appropriate, subject to full payment of all fees and expenses hereunder. The client agrees and acknowledges that in the event of termination, the attorney shall not be responsible for or required to provide any services as of the date of termination. The attorney may terminate this agreement for any reason they deem appropriate without waiving rights to full payment of all fees and expenses due hereunder. Termination by either party shall not be effective until a letter stating that the agreement has been terminated is delivered to the other party.

8. **Modification:** Parties hereto agree that any of the terms and conditions hereunder may be modified at any time pursuant to negotiations between the parties and that in the event that an oral modification is reached, a memorandum, letter or other documentation of such modification, including authorized signatures from each party is attached to this agreement.

DATED this 19th day of December, 2017.

CITY OF WAYNE, A Municipal Corporation,

By _____
Ken Chamberlain, Mayor

Amy K. Miller, Attorney at Law

[Back to Top](#)

RESOLUTION NO. 2017-103

WHEREAS, the City of Wayne desires to amend Resolution No. 2017-12, a standard wage and salary schedule which was effective January 1, 2017;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the City of Wayne Wage & Salary Schedule shall be as follows:

CITY OF WAYNE
NON-EXEMPT WAGE AND EXEMPT SALARY SCHEDULES
Effective January 1, 2018

NON-EXEMPT WAGE SCHEDULE

| <u>JOB CLASSIFICATION</u> | <u>HOURLY RANGE</u> | | |
|---|----------------------------|---|-------|
| Part-Time Employees (Lifeguards, Senior Center Activities Aid) | 9.00 | - | 11.08 |
| Recreation – Leisure Services Assistant I | 9.36 | - | 12.10 |
| Senior Center Operations Assistant | 9.36 | - | 12.10 |
| Custodian | 10.07 | - | 13.40 |
| Handi-Van Driver | 11.12 | - | 14.85 |
| Assistant Librarian I | 11.67 | - | 15.83 |
| Assistant Pool Manager | 12.00 | - | |
| Heavy Equipment Operator I | 13.50 | - | 17.97 |
| Pool Manager | 13.50 | - | 15.00 |
| Heavy Equipment Operator II | 14.18 | - | 19.33 |
| Administrative Assistant | 14.18 | - | 19.33 |
| Librarian 1 | 14.18 | - | 19.33 |
| Water/Sewer Operator I | 14.92 | - | 19.86 |
| Light Plant Operator II | 14.92 | - | 19.86 |
| Account Clerk II | 14.92 | - | 19.86 |
| Accountant/Assistant Treasurer | 14.92 | - | 19.86 |
| Dispatchers | 15.01 | - | 19.98 |

| | | | |
|--|-------|---|-------|
| Mechanic | 15.67 | - | 21.36 |
| Senior Center Cook | 16.00 | - | 21.29 |
| Dispatch Supervisor | 16.01 | - | 21.31 |
| Water/Wastewater Operator II | 16.40 | - | 22.04 |
| Assistant Street Foreman | 16.40 | - | 22.04 |
| Class A Licensed Electrician | 16.40 | - | 22.04 |
| Apprentice Lineman | 16.40 | - | 22.04 |
| Power Plant Foreman | 17.72 | - | 23.58 |
| Street Foreman | 18.53 | - | 24.67 |
| Patrolman | 18.53 | - | 25.64 |
| Water/Wastewater Operator III | 18.92 | - | 25.18 |
| Lineman I | 19.36 | - | 27.18 |
| Chief of Electric Production | 19.88 | - | 28.31 |
| Technology Support Specialist | 21.25 | - | 28.69 |
| Building Inspector/Planner/Street Superintendent | 21.44 | - | 29.38 |
| Lineman II | 21.44 | - | 29.38 |
| Water/Wastewater Foreman | 21.86 | - | 29.35 |
| Police Sergeant | 22.30 | - | 29.39 |
| Senior Lineman | 23.15 | - | 30.82 |
| Water Supervisor | 23.15 | - | 32.35 |
| Electric Line Supervisor | 27.48 | - | 36.93 |

EXEMPT SALARY SCHEDULE

JOB CLASSIFICATION

| | | | |
|--------------------|-------|---|-------|
| City Administrator | | | 52.37 |
| City Clerk | 25.73 | - | 36.17 |
| Finance Director | 26.95 | - | 36.81 |

| | | | |
|--|--------|---|-------|
| Police Chief | 30.64 | - | 40.50 |
| Recreation Services Director | 16.32 | - | 26.53 |
| Community Activity Center Director | 16.32 | - | 26.53 |
| Sr. Citizens Center Coordinator | 14.33 | - | 21.79 |
| Library Director | 21.88 | - | 29.47 |
| Electric Superintendent – Production | 26.94 | - | 38.76 |
| Electric Superintendent - Distribution | 26.94 | - | 38.76 |
| Ex-Officio Treasurer for Airport | 500.00 | | |
| Public Buildings Manager | 400.00 | | |
| Third Party Administrator MRP | 400.00 | | |

BE IT FURTHER RESOLVED that upon satisfactory evaluation, the progression through the exempt salary schedule and the labor grade steps shall be at least twelve (12) months, unless otherwise deemed warranted and appropriate by the City Administrator.

BE IT FURTHER RESOLVED that employees receiving wage rates less than rates scheduled herein above shall have their wage rates adjusted only upon satisfactory evaluation.

PASSED AND APPROVED this 19th day of December, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

City of Wayne 2018 wage Scale

| | P | A | B | C | D | E | F | G | H | I | J |
|---|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|---------------|
| | 0/6 mo | 6 mo/1 yr | 1 - 2 yr | 2 - 3 yr | 3 - 4 yr | 4 - 5 yr | 5 - 6 yr | 6 - 7 yr | 7 - 8 yr | 8 - 9 yr | 9 yr & beyond |
| Part time employees; Life guards, Senior Center Activities Aide | \$ 9.00 | \$ 9.19 | \$ 9.38 | \$ 9.58 | \$ 9.78 | \$ 9.99 | \$ 10.20 | \$ 10.41 | \$ 10.63 | \$ 10.85 | \$ 11.08 |
| Rec Leisure Service Asst; Senior Center Operations Assistant | \$ 9.36 | \$ 9.60 | \$ 9.85 | \$ 10.11 | \$ 10.37 | \$ 10.64 | \$ 10.92 | \$ 11.20 | \$ 11.49 | \$ 11.79 | \$ 12.10 |
| Custodian | \$ 10.07 | \$ 10.36 | \$ 10.66 | \$ 10.97 | \$ 11.29 | \$ 11.61 | \$ 11.95 | \$ 12.30 | \$ 12.65 | \$ 13.02 | \$ 13.40 |
| Handi Van Driver | \$ 11.12 | \$ 11.38 | \$ 11.73 | \$ 12.08 | \$ 12.44 | \$ 12.81 | \$ 13.20 | \$ 13.59 | \$ 14.00 | \$ 14.42 | \$ 14.85 |
| Asst. Librarian 1 | \$ 11.67 | \$ 12.03 | \$ 12.40 | \$ 12.79 | \$ 13.18 | \$ 13.59 | \$ 14.01 | \$ 14.45 | \$ 14.90 | \$ 15.36 | \$ 15.83 |
| Heavy Equip Op I | \$ 13.50 | \$ 13.90 | \$ 14.30 | \$ 14.71 | \$ 15.14 | \$ 15.58 | \$ 16.03 | \$ 16.50 | \$ 16.98 | \$ 17.47 | \$ 17.97 |
| Pool manager | \$ 13.50 | \$ 13.66 | \$ 13.80 | \$ 13.94 | \$ 14.08 | \$ 14.22 | \$ 14.36 | \$ 14.50 | \$ 14.65 | \$ 14.79 | \$ 15.00 |
| Heavy Equip Op II | \$ 14.18 | \$ 14.62 | \$ 15.09 | \$ 15.56 | \$ 16.05 | \$ 16.56 | \$ 17.08 | \$ 17.62 | \$ 18.17 | \$ 18.74 | \$ 19.33 |
| Admin. Assistant | \$ 14.18 | \$ 14.62 | \$ 15.09 | \$ 15.56 | \$ 16.05 | \$ 16.56 | \$ 17.08 | \$ 17.62 | \$ 18.17 | \$ 18.74 | \$ 19.33 |
| Librarian 1 | \$ 14.18 | \$ 14.62 | \$ 15.09 | \$ 15.56 | \$ 16.05 | \$ 16.56 | \$ 17.08 | \$ 17.62 | \$ 18.17 | \$ 18.74 | \$ 19.33 |
| Water/Sew Operator I | \$ 14.92 | \$ 15.36 | \$ 15.80 | \$ 16.26 | \$ 16.73 | \$ 17.22 | \$ 17.71 | \$ 18.23 | \$ 18.76 | \$ 19.30 | \$ 19.86 |
| Light Plant Op II | \$ 14.92 | \$ 15.36 | \$ 15.80 | \$ 16.26 | \$ 16.73 | \$ 17.22 | \$ 17.71 | \$ 18.23 | \$ 18.76 | \$ 19.30 | \$ 19.86 |
| Account Clerk II | \$ 14.92 | \$ 15.36 | \$ 15.80 | \$ 16.26 | \$ 16.73 | \$ 17.22 | \$ 17.71 | \$ 18.23 | \$ 18.76 | \$ 19.30 | \$ 19.86 |
| Accountant/Asst. Treas | \$ 14.92 | \$ 15.36 | \$ 15.80 | \$ 16.26 | \$ 16.73 | \$ 17.22 | \$ 17.71 | \$ 18.23 | \$ 18.76 | \$ 19.30 | \$ 19.86 |
| Dispatchers | \$ 15.01 | \$ 15.45 | \$ 15.90 | \$ 16.36 | \$ 16.83 | \$ 17.32 | \$ 17.82 | \$ 18.34 | \$ 18.87 | \$ 19.42 | \$ 19.98 |
| Mechanic | \$ 15.67 | \$ 16.16 | \$ 16.67 | \$ 17.19 | \$ 17.74 | \$ 18.30 | \$ 18.87 | \$ 19.47 | \$ 20.08 | \$ 20.71 | \$ 21.36 |
| Sr Center Cook | \$ 16.00 | \$ 16.46 | \$ 16.94 | \$ 17.43 | \$ 17.94 | \$ 18.46 | \$ 18.99 | \$ 19.54 | \$ 20.11 | \$ 20.69 | \$ 21.29 |
| Dispatch Supervisor | \$ 16.01 | \$ 16.48 | \$ 16.96 | \$ 17.45 | \$ 17.95 | \$ 18.47 | \$ 19.01 | \$ 19.56 | \$ 20.13 | \$ 20.71 | \$ 21.31 |
| WW Operator II | \$ 16.40 | \$ 16.89 | \$ 17.40 | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 |
| Asst St Foreman | \$ 16.40 | \$ 16.89 | \$ 17.40 | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 |
| Licensed Electrician | \$ 16.40 | \$ 16.89 | \$ 17.40 | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 |
| Apprentice Lineman | \$ 16.40 | \$ 16.89 | \$ 17.40 | \$ 17.92 | \$ 18.46 | \$ 19.01 | \$ 19.58 | \$ 20.17 | \$ 20.78 | \$ 21.40 | \$ 22.04 |
| Power Plant Foremen | \$ 17.72 | \$ 18.23 | \$ 18.76 | \$ 19.30 | \$ 19.86 | \$ 20.44 | \$ 21.03 | \$ 21.64 | \$ 22.27 | \$ 22.92 | \$ 23.58 |
| Street Foreman | \$ 18.53 | \$ 19.07 | \$ 19.62 | \$ 20.19 | \$ 20.78 | \$ 21.38 | \$ 22.00 | \$ 22.64 | \$ 23.30 | \$ 23.97 | \$ 24.67 |
| Patrolman | \$ 18.53 | \$ 19.15 | \$ 19.78 | \$ 20.43 | \$ 21.10 | \$ 21.80 | \$ 22.52 | \$ 23.26 | \$ 24.03 | \$ 24.82 | \$ 25.64 |
| WW Operator III | \$ 18.92 | \$ 19.47 | \$ 20.03 | \$ 20.62 | \$ 21.21 | \$ 21.83 | \$ 22.46 | \$ 23.11 | \$ 23.78 | \$ 24.47 | \$ 25.18 |
| Lineman I | \$ 19.36 | \$ 20.03 | \$ 20.72 | \$ 21.43 | \$ 22.17 | \$ 22.94 | \$ 23.73 | \$ 24.55 | \$ 25.39 | \$ 26.27 | \$ 27.18 |
| Chief El Prod | \$ 19.88 | \$ 20.60 | \$ 21.34 | \$ 22.11 | \$ 22.90 | \$ 23.73 | \$ 24.58 | \$ 25.46 | \$ 26.38 | \$ 27.33 | \$ 28.31 |
| Tech Support Specialist | \$ 21.25 | \$ 21.89 | \$ 22.56 | \$ 23.25 | \$ 23.96 | \$ 24.69 | \$ 25.44 | \$ 26.22 | \$ 27.02 | \$ 27.84 | \$ 28.69 |
| Bldg Insp/Plan/St Supt | \$ 21.44 | \$ 22.13 | \$ 22.83 | \$ 23.57 | \$ 24.32 | \$ 25.10 | \$ 25.90 | \$ 26.73 | \$ 27.58 | \$ 28.47 | \$ 29.38 |
| Lineman II | \$ 21.44 | \$ 22.13 | \$ 22.83 | \$ 23.57 | \$ 24.32 | \$ 25.10 | \$ 25.90 | \$ 26.73 | \$ 27.58 | \$ 28.47 | \$ 29.38 |
| Water/Wastewater Foreman | \$ 21.86 | \$ 22.49 | \$ 23.17 | \$ 23.86 | \$ 24.58 | \$ 25.32 | \$ 26.07 | \$ 26.86 | \$ 27.66 | \$ 28.49 | \$ 29.35 |
| Police Sergeant | \$ 22.30 | \$ 22.92 | \$ 23.56 | \$ 24.22 | \$ 24.90 | \$ 25.60 | \$ 26.32 | \$ 27.05 | \$ 27.81 | \$ 28.59 | \$ 29.39 |
| Senior Lineman | \$ 23.15 | \$ 23.83 | \$ 24.52 | \$ 25.23 | \$ 25.96 | \$ 26.71 | \$ 27.49 | \$ 28.28 | \$ 29.10 | \$ 29.95 | \$ 30.82 |
| Water Supervisor | \$ 23.15 | \$ 23.94 | \$ 24.76 | \$ 25.60 | \$ 26.47 | \$ 27.37 | \$ 28.30 | \$ 29.26 | \$ 30.25 | \$ 31.28 | \$ 32.35 |
| Electric Line Supervisor | \$ 27.48 | \$ 28.30 | \$ 29.15 | \$ 30.03 | \$ 30.93 | \$ 31.86 | \$ 32.81 | \$ 33.80 | \$ 34.81 | \$ 35.85 | \$ 36.93 |

| | Bottom Hourly Rate | Top Hourly Rate |
|--|--------------------------|-----------------------|
| City Administrator | \$ 52.37 | |
| City Clerk | \$ 25.73 | \$ 36.17 |
| Finance Director | \$ 26.95 | \$ 36.81 |
| Asst. Finance Dir | \$ 28.00 | \$ 34.00 |
| Chief of Police | \$ 30.64 | \$ 40.50 |
| Recreation Services Director/Community Activity Center Director | \$ 16.32 | \$ 26.53 |
| Library Director | \$ 21.88 | \$ 29.47 |
| Supt. - Electric Distribution | \$ 26.94 | \$ 38.76 |
| Electric Superintendent- Production | \$ 26.94 | \$ 38.76 |
| Sr. Citizens Center Coordinator | \$ 14.33 | \$ 21.79 |

minimum wage \$9 as of 1/1/16

RESOLUTION NO. 2017-104

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 16-CD-108 BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT.

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

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

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

PASSED AND APPROVED this 19th day of December, 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-108
[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 United States Department of Housing and Urban Development ("HUD") has designated the Department as administrator of and has awarded the Department funds for the Community Development Block Grant Program ("CDBG").

B. The Grantee submitted an application ("Application") to undertake community development activities ("Project" or "Program") authorized under the Housing and Community Development Act of 1974 ("HCDA" or "Act") and its corresponding federal regulations (24 C.F.R. Part 570) using CDBG funds.

C. The Department approved the Application with the authorized use of CDBG funds premised upon and conditioned on the Grantee fulfilling one of the four listed CDBG national objectives as a result of the CDBG-assisted activity:

1. LMI Area Benefit: This national objective is usually satisfied in the context of community development projects involving *public facilities* or *public improvements* that serve a primarily residential area with at least 51% low to moderate income ("LMI") residents.
2. LMI Limited Clientele: This national objective is usually satisfied when the *public facilities* or *public improvements* will be used for activities designed to benefit a particular group of persons (at least 51% of whom are LMI persons) rather than everyone in a general area.
3. LMI Housing: This national objective concerns activities that assist in the acquisition, construction, or improvement of permanent, residential structures, which qualify as benefiting LMI persons when occupied by LMI persons. All assisted, single-unit structures must be occupied by LMI households in order to meet the national objective.
4. SBA Prevention/Elimination: This national objective addresses the prevention or elimination of slum and blighted areas ("SBA"). It is usually satisfied in the context of community development projects involving public facilities or public improvements by demonstrating the activities undertaken prevent or eliminate objectively determinable signs of slum or blight in a defined slum or blighted area. The specific criteria for qualifications for this national objective can be found in the CDBG regulations.

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Grantee to repay all CDBG funds to the Department.

D. Based upon the Application, the following is the proposed LMI beneficiary data that was established at the time of Project approval and that is being used by the Department to ascertain the LMI national objective proposed to be met by the Project:

1. The subcategory of LMI benefit being utilized for the Project is:

LMI *Area Benefit* —or— LMI *Limited Clientele*.

2. The data for proposed beneficiaries is → 2375 persons, of whom 1260 (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 to be paid by the Department to the Grantee for allowable expenses incurred will not exceed **Three Hundred Fifty Thousand Dollars (\$350,000)**.

The *Nebraska Community Development Block Grant Program Administration Manual* ("Administration Manual") describes many restrictions governing the receipt of CDBG funds from the Department. Included among those restrictions are limitations on the amount of CDBG funds the Grantee is allowed to use for administration expenses. Only **Thirty-Five Thousand Dollars (\$35,000)** of CDBG funds may be used for approved general administrative and audit expenses and only **Eight Thousand Dollars (\$8,000)** of CDBG funds may be used for approved construction management administrative expenses.

The CDBG funds must be used to fund the Project as detailed in the Application. The Project generally involves implementing a comprehensive predevelopment plan to improve defined low-to-moderate income residential neighborhoods in Wayne, Nebraska. The Project activities generally involve sidewalk and infrastructure improvements.

Requests by the Grantee for reimbursement of Project administration expenses will not be paid by the Department unless a CDBG Certified Administrator has been identified and is administering the Project at the time of each request for reimbursement of administration expenses. This requirement is applicable at all times throughout Project completion (including final Project reports).

To request payment of allowable expenses, the Grantee must submit a request for payment in the manner and form prescribed by the Department 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 time of performance for this contract is 24 months from November 8, 2017; therefore, the termination date of this contract will be November 8, 2019. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed by or before this date. The provisions of this contract that survive the termination date are specified in Part IV.

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

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Grantee to repay all CDBG funds to the Department.

§1.04 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of this contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in §1.01 will not be released until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than **February 8, 2018**. The Department reserves the right to cancel the contract if these special conditions are not met by this date.

§2.01 Grantee Information Sheet.

The Grantee must submit a completed Program Grantee Information Sheet to the Department as prescribed.

§2.02 Authorization to Request Funds Form.

The Grantee must complete and return an Authorization to Request Funds form as prescribed by the Department.

§2.03 Financial Management.

The Grantee must submit documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department.

§2.04 Environmental Review.

The Grantee must submit documentation to the Department evidencing the 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 further the purposes of NEPA.

§2.05 Procurement Standards.

The Grantee must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law 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 the Grantee's employees engaged in the selection, award, and administration of contracts.

§2.06 Excessive Force Certification.

The Grantee must provide documentation that it 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.

The Grantee must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Grantee must submit a description of the actions it will take during the course of the Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g. when the actions occurred, who participated, who benefitted, etc.). 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 such documentation must be submitted prior to closeout of the grant. The Administration Manual contains additional details about affirmatively furthering fair housing.

§2.08 CDBG Certified Administrator Required.

The Grantee must submit documentation identifying the CDBG Certified Administrator that will be used for the Project. The Department's Administration Manual contains details about the certification process. Reimbursement of Project expenses will not be paid by the Department unless a CDBG Certified Administrator is identified and administering the Project at the time of the request for reimbursement.

§2.09 Implementation Schedule.

The Grantee must complete and submit 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.

§2.10 Limited English Proficiency.

The Grantee must submit documentation evidencing completion of its responsibilities to 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", which was 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 Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Grantee will also 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 submit documentation demonstrating LEP services provided and keep records of all requests for LEP services and all LEP services actually provided. This documentation need not be submitted within the time frame for completion of the special conditions, but such documentation must be submitted prior to closeout of the grant.

§2.11 Leveraged and Matching Funds.

The Grantee must submit documentation identifying the local leveraged and matching funds. For Phase II, all activities, except for general administration and construction management, require 25% match and 25% leverage. The Grantee must also submit a description of the activities it will take during the course of the grant to fulfill the leveraged funds requirement and must submit documentation demonstrating the funds were actually expended during the time of performance of the Project. Proposed leverage must be from CDBG eligible activities directly related to the Project, in the same neighborhood as the Project, or directly benefiting a substantial majority of the LMI persons or families residing within the neighborhood of 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 such documentation must be submitted prior to closeout of the grant.

§2.12 Other Special Conditions.

None.

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

§3.01 Sources and Uses of Funds.

| SOURCES→ | CDBG | OTHER | TOTAL |
|-------------------------------------|------------------|-----------------|------------------|
| USES (Activities)↓ | | | |
| 0230 Streets | \$307,000 | \$0 | \$307,000 |
| 0250 Storm Sewers | \$0 | \$76,750 | \$76,750 |
| 0380 Construction Management | \$8,000 | \$0 | \$8,000 |
| 0181 General Administration | \$35,000 | \$0 | \$35,000 |
| TOTAL | \$350,000 | \$76,750 | \$426,750 |

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 that 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 and \$60,000 to be from the benefited business—but the actual cost of the equipment 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). The exact text of this regulation should be consulted for definitions and other guidance concerning program income.

Program income generally means any gross income received by the Grantee or a subrecipient of the Grantee that was generated from the use of CDBG funds; however, some exceptions 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.

All 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. In other words, the Grantee's pool of program income must be the "first out" and must be fully depleted before it may request "new" CDBG funds from the Department.

The Grantee agrees to treat all received and/or retained program income as additional CDBG funds subject to all requirements applicable to the CDBG Program. Additionally, the 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 the Grantee maintains program income.

§4.02 Matching Requirements.

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

With each request for CDBG funds, the Grantee is required to certify the amount of matching funds applied to the Project. Project costs are to be paid from grant and matching funds as specified in Part III. The Grantee will be responsible for costs that exceed the total Project costs.

§4.03 Leveraged Funds.

The Grantee agrees to provide and expend leveraged funds in the amounts set forth in the Application at *Part II Funding Summary* and formalized in Part II of this contract. In this context, "leveraged funds" means all funds shown in *Part II Funding Summary* that have been designated leveraged funds and that will be expended on the Project as a whole. "Leveraged funds" does not include CDBG funds provided by the Department.

§4.04 Legal Authority and Acceptance of Environmental Review Responsibility.

By signing this contract, the Grantee certifies that it possesses the 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; and
- (b) Is authorized and consents, on behalf of the Grantee, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

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

The Grantee must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Grantee must 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) or any reasonably equivalent procedures and requirements that the Department may prescribe.

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

§4.06 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 or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Grantee.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to in writing by both parties.

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

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

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and 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). The Grantee is required by 2 C.F.R. §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse ("FAC") within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. 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 any duly authorized official 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.

§4.08 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) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R. §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require.

The Grantee agrees to keep such records so the Department can 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 must 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). The 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 any duly authorized official 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. The Grantee agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

§4.09 Reports.

The Grantee must submit semiannual reports to the Department, in such form as it 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 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 termination date of this contract. Additionally, prior to closeout, the Grantee must submit documentation demonstrating the actions that were taken to affirmatively further fair housing and demonstrating the LEP services provided by the Grantee during the course of the grant.

§4.10 Conflict of Interest.

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

§4.11 Applicability to Subrecipients and Contractors.

All provisions of this contract will be made binding on any subrecipient or contractor of the Grantee, and the Grantee will, nonetheless, 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. sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). 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 its records.

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

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

By executing this contract, the Grantee certifies, represents, and warrants that the Grantee and all subrecipients or contractors to be used by the 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 any applicable government debarment and suspension regulations. The Grantee agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Grantee acknowledges that suspension or debarment and/or use by the Grantee of suspended or debarred subrecipients or contractors is cause for termination of this contract.

The Grantee agrees to comply with all 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.

§4.13 Anti-Lobbying.

To the best of the Grantee's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Grantee to any person for the purpose of 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.

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, the Grantee must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

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

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

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

§4.15 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Grantee must immediately disclose to the Department, HUD, and/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.

§4.16 Religious Activities.

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

§4.17 Waivers and Assignment of Interest; Non-Waiver of Rights.

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

The Department's failure to insist upon the strict performance of any provision of this contract or 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 Funding Source Recognition.

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

§4.20 Intellectual Property.

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

§4.21 Early Termination and Termination by Mutual Agreement.

The Department may terminate this contract for any reason upon sixty (60) days written notice to the 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 the effective date and the portion to be terminated.

The Grantee may not incur new obligations for the terminated portion after the effective date and must 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.

§4.22 Termination for Cause.

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

- (a) Suspension. After notice to the Grantee, the Department may 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. The Department may terminate the contract, in whole or in part, at any time 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 to and the reasons for termination, along with the effective date. Payments made to the Grantee or recoveries by the Department under contracts terminated for cause will be in accordance 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 must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.23 Termination Due to Loss of Funds.

This contract may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it 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.

§4.24 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 its subcontractors.

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

§4.25 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 of 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.

§4.26 Drug Free Workplace.

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

§4.27 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 and return receipt requested, to the parties at their respective addresses set forth in the Application, 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.

§4.28 State of Nebraska Non-Liability/Hold Harmless.

The Grantee must 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 or by its officials, officers, employees, agents, or associates.

§4.29 Entire Agreement; Binding Effect; Counterparts; Governing Law.

This instrument and 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 to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

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

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

- Housing and Community Development Act of 1974, as amended ("HCDA").
- 24 C.F.R. Part 570.
- National Environmental Policy Act of 1969 and regulations at 24 C.F.R. Part 58.
- Clean Air Act and Federal Water Pollution Control Act, as amended.
- Federal Restrictions on the use of the power of eminent domain.
- The Davis-Bacon Act (and related requirements).
- Contract Work Hours and Safety Standards Act (and related requirements).
- Copeland "Anti-Kickback" Act (and related requirements).
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35.
- Section 3 of the Housing and Urban Development Act of 1968; and 24 C.F.R. Part 135.
- The Architectural Barriers Act of 1968 and the Americans with Disabilities Act.
- The requirement in the HCDA to affirmatively further fair housing.
- 2 C.F.R. Part 200, The Federal Funding Accountability and Transparency Act, and related federal requirements.
- Byrd Anti-Lobbying Amendment (and related acts and requirements).
- The Equal Employment Opportunity Act; The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002); The Immigration Reform and Control Act of 1986; and The Americans with Disabilities Act of 1990; the Nebraska Fair Employment Practices Act; and related acts and requirements.
- Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act); the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Housing for Older Persons Act of 1995; and related acts and requirements.
- Nebraska Uniform Energy Efficiency Standards, §§81-1608 to 81-1626.

ACCEPTANCE PROVISIONS.

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

| | |
|--|--|
| NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT | GRANTEE → Wayne, Nebraska |
| By: _____ (Director or Designee) | By: _____ (Authorized Official) |
| _____ (Typed or Printed Name/Title) | _____ (Typed or Printed Name/Title) |
| _____ (Date) | _____ (Date) |



For Period From: 10/26/17 To: 12/5/17
 Contractor: Karlan Peterson Powerline Contracting, LLC.
 Bid Date: March 1, 2017

PAY ESTIMATE NO. 5
 WEST INNER AND EAST INNER CONVERSION
 WAYNE, NEBRASKA
 DGR Project No. 412305

SUMMARY

| | | | |
|--|--------------|--|--------------|
| VALUE OF WORK COMPLETED TO DATE..... | \$310,206.07 | ORIGINAL CONTRACT PRICE..... | \$690,290.43 |
| LESS RETAINAGE....(10%)..... | \$31,020.61 | EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions)..... | \$690,290.43 |
| TOTAL AMOUNT DUE INCLUDING THIS PAYMENT..... | \$279,185.46 | LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT..... | \$279,185.46 |
| LESS ESTIMATES PREVIOUSLY APPROVED..... | | EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT..... | \$411,104.97 |
| Pay Estimate No. 1..... | \$53,685.94 | % OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT..... | 40% |
| Pay Estimate No. 2..... | \$66,879.24 | | |
| Pay Estimate No. 3..... | \$19,444.37 | | |
| Pay Estimate No. 4..... | \$67,157.09 | | |
| Pay Estimate No. 5..... | N/A | | |
| Pay Estimate No. 6..... | N/A | | |
| Pay Estimate No. 7..... | N/A | | |
| Pay Estimate No. 8..... | N/A | | |
| TOTAL AMOUNT DUE THIS ESTIMATE..... | \$279,185.46 | | |

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

Prepared by: Karlan Peterson Powerline Contracting, LLC.

By:  Date: 12/11/17

CERTIFICATE

THE AMOUNT OF \$72,018.82 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

City of Wayne, Nebraska, Owner

By:  DGR Engineering, Engineer

Title: _____ Date: 12/12/2017



| Unit No. | Name and Description of Construction Unit | No. of Units | UNIT PRICE | | | WORK COMPLETED TO DATE | | | WORK COMPLETED THIS PERIOD | | | |
|--------------------|--|--------------|------------|-------------|-------------|------------------------|-------------|---------|----------------------------|-------------|---------|---------------------|
| | | | Labor | Material | L & M | Ext. Price L & M | Units Comp. | % Comp. | Value of Comp. Work | Units Comp. | % Comp. | Value of Comp. Work |
| UD-1/0 | Primary cable, 15 kV, 1/0 Str. Al. (Mft.) | 33,470 | \$1,000.00 | \$73.02 | \$1,073.02 | \$35,913.98 | 11,083 | 33% | \$11,892.28 | 2,276 | 7% | \$2,442.19 |
| UD-4/0 | Primary cable, 15 kV, 4/0 Str. Al. (Mft.) | 30,180 | 1,000.00 | 76.92 | \$1,076.92 | 32,501.45 | 14,319 | 47% | 15,420.42 | 6,291 | 21% | 6,774.90 |
| UD-10-2 | Secondary cable, 600 V, 10-2 UF, Cu. w/grd. (Mft.) | 10,762 | 300.00 | 641.96 | \$1,141.96 | 12,289.77 | 5,160 | 48% | 5,892.51 | 1,968 | 18% | 2,247.38 |
| UD-1/0 TPLX | Secondary cable, 600 V, 2-#1/0, 1-#2 Str. Al. (Mft.) | 0,837 | 500.00 | 1,080.13 | \$1,580.13 | 1,322.57 | 0,093 | 11% | 146.95 | 0,006 | 1% | 9.48 |
| UD-4/0 TPLX | Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str. Al. (Mft.) | 25,840 | 500.00 | 1,417.93 | \$1,917.93 | 49,559.31 | 16,627 | 64% | 31,889.42 | 4,062 | 16% | 7,790.63 |
| UD-350 TPLX | Secondary cable, 600 V, 2-#350, 1-#4/0 Str. Al. (Mft.) | 4,468 | 750.00 | 2,712.94 | \$3,462.94 | 15,472.42 | 2,314 | 52% | 8,013.24 | 0,698 | 16% | 2,417.13 |
| UD-4/0 QUAD | Secondary cable, 600 V, 3-#4/0, 1-#2/0 Str. Al. (Mft.) | 1,742 | 1,000.00 | 2,085.64 | \$3,085.64 | 5,375.18 | 0,545 | 31% | 1,681.67 | | | |
| UD-350 QUAD | Secondary cable, 600 V, 3-#350, 1-#4/0 Str. Al. (Mft.) | 0,285 | 1,000.00 | 36,465.11 | \$37,465.11 | 10,677.56 | 0,221 | 78% | 8,279.79 | | | |
| UG-(25) | 1Ø transformer, 25 kVA (ea.) | 5 | 500.00 | 88.28 | \$588.28 | 2,941.40 | 2 | 40% | 1,176.56 | | | |
| UG-(37.5) | 1Ø transformer, 37.5 kVA (ea.) | 12 | 500.00 | 88.28 | \$588.28 | 7,059.36 | 11 | 92% | 6,471.08 | 3 | 25% | 1,764.84 |
| UG-(50) | 1Ø transformer, 50 kVA (ea.) | 15 | 500.00 | 88.28 | \$588.28 | 8,824.20 | 9 | 60% | 5,294.52 | 5 | 33% | 2,941.40 |
| UG3-(112.5)(240) | 3Ø transformer, 112.5 kVA, 240V (ea.) | 1 | 1,000.00 | 88.28 | \$1,088.28 | 1,088.28 | | | | | | |
| UG3-(150)(240) | 3Ø transformer, 150 kVA, 240V (ea.) | 1 | 1,000.00 | 88.28 | \$1,088.28 | 1,088.28 | 1 | 100% | 1,088.28 | | | |
| UPS-(42) | Padmount switch, 4 bays, 2 gang-operated (ea.) | 5 | 1,200.00 | 88.28 | \$1,288.28 | 6,441.40 | 2 | 40% | 2,576.56 | | | |
| UPS-(43) | Padmount switch, 4 bays, 3 gang-operated (ea.) | 2 | 1,200.00 | 88.28 | \$1,288.28 | 2,576.56 | | | | | | |
| UK5 | Secondary pedestal (ea.) | 33 | 110.00 | 120.77 | \$230.77 | 7,615.41 | 22 | 67% | 5,076.94 | 5 | 15% | 1,153.85 |
| UM3-30 | 1Ø sectionalizing assembly (ea.) | 4 | 200.00 | 630.62 | \$830.62 | 3,322.48 | 2,76 | 69% | 2,291.86 | 0,76 | 19% | 630.62 |
| UM33-60 | 3Ø sectionalizing assembly (ea.) | 8 | 400.00 | 1,264.71 | \$1,664.71 | 13,317.68 | 1,76 | 22% | 2,929.42 | 1 | 13% | 1,664.71 |
| UM33-PB | Pull box, 36"H x 48"W x 76"L (ea.) | 1 | 500.00 | 3,479.32 | \$3,979.32 | 3,979.32 | 1 | 100% | 3,979.32 | | | |
| UR2-(24) | Trenching, 24" deep (Mft.) | 19,923 | 5,000.00 | | \$5,000.00 | 99,615.00 | 10,521 | 53% | 52,605.00 | 2,404 | 12% | 12,020.00 |
| UR2-(42) | Trenching, 42" deep (Mft.) | 14,855 | 7,000.00 | | \$7,000.00 | 103,985.00 | 7,230 | 49% | 50,610.00 | 1,885 | 13% | 13,195.00 |
| UR2-(48) | Trenching, 48" deep (Mft.) | 0,050 | 7,000.00 | | \$7,000.00 | 350.00 | | | | | | |
| UR3-(42) | Trenching-special backfill, 42" Deep (Mft.) | 0,100 | 1,000.00 | | \$1,000.00 | 100.00 | | | | | | |
| UR3R-(42) | Trenching-rock, shale or limestone, 42" deep (Mft.) | 0,100 | 1,500.00 | | \$1,500.00 | 150.00 | | | | | | |
| UR4-(1)2P | Conduit in trench, (1)2" (Mft.) | 19,215 | 1,000.00 | 623.60 | \$1,623.60 | 31,197.47 | 12,228 | 64% | 19,853.38 | 5,373 | 28% | 8,723.60 |
| UR5-(1)1P | Bore with conduit, (1)1" (Mft.) | 0,195 | 7,500.00 | 831.02 | \$8,331.02 | 1,624.55 | 0,053 | 27% | 441.54 | | | |
| UR5-(1)2P | Bore with conduit, (1)2" (Mft.) | 0,890 | 7,500.00 | 674.46 | \$8,174.46 | 7,275.27 | 0,433 | 49% | 3,539.54 | | | |
| UR5-(2)2P | Bore with conduit, (2)2" (Mft.) | 0,170 | 7,500.00 | 1,354.79 | \$8,854.79 | 1,505.31 | 0,079 | 46% | 699.53 | | | |
| UR5-(3)2P | Bore with conduit, (3)2" (Mft.) | 0,690 | 8,500.00 | 1,884.42 | \$10,384.42 | 7,165.25 | 0,062 | 9% | 643.83 | | | |
| UR5-(4)2P | Bore with conduit, (4)2" (Mft.) | 0,775 | 10,000.00 | 2,505.50 | \$12,505.50 | 9,691.76 | 0,457 | 59% | 5,715.01 | 0,306 | 39% | 3,826.68 |
| UR5-(5)2P | Bore with conduit, (5)2" (Mft.) | 0,230 | 13,000.00 | 3,301.72 | \$16,301.72 | 3,749.40 | | | | | | |
| UR5-(6)2P | Bore with conduit, (6)2" (Mft.) | 0,600 | 20,000.00 | 3,783.35 | \$23,783.35 | 14,270.01 | 0,155 | 26% | 3,686.42 | | | |
| UR5-(7)2P | Bore with conduit, (7)2" (Mft.) | 0,060 | 18,500.00 | 4,874.35 | \$23,374.35 | 1,402.46 | | | | | | |
| UR5-(3)2P-(3)C/BSL | Bore with conduit, (3)2" & (3) Cables (Mft.) | 0,110 | 12,500.00 | 2,139.14 | \$14,639.14 | 1,610.31 | | | | | | |
| UR5-(9)2P | Bore with conduit, (9)2" (Mft.) | 0,075 | 25,000.00 | 6,841.67 | \$31,841.67 | 2,388.13 | | | | | | |
| UR6-(1)3P | Bore with conduit, (1)3" (Mft.) | 0,075 | 7,500.00 | 2,249.48 | \$9,749.48 | 731.21 | | | | | | |
| UR6-(24) | Bore without conduit, 24" deep (Mft.) | 3,785 | 7,500.00 | \$7,500.00 | 28,387.50 | | 3,128 | 83% | 23,460.00 | 1,349 | 36% | 10,117.50 |
| UR6-(42) | Bore without conduit, 42" deep (Mft.) | 0,770 | 7,500.00 | \$7,500.00 | 5,775.00 | | 0,140 | 18% | 1,050.00 | | | |
| UR8 | Core drill, six (6) inch diameter (ea.) | 37 | 100.00 | \$100.00 | \$3,700.00 | | 30 | 81% | 3,000.00 | 10 | 27% | 1,000.00 |
| UR9-S | Shallow crossing (Mft.) | 0,200 | 20,000.00 | \$20,000.00 | 4,000.00 | | 0,010 | 5% | 200.00 | | | |
| UR10 | Barricade (ea.) | 2 | 50.00 | | \$50.00 | 100.00 | | | | | | |
| UR12-90-24-2S | Conduit 90° elbow, 24" radius, 2" diam. steel (ea.) | 51 | 60.00 | 49.41 | \$109.41 | 5,579.91 | | | | | | |
| UR12-90-36-2S | Conduit 90° elbow, 36" radius, 2" diam. steel (ea.) | 33 | 60.00 | 63.25 | \$123.25 | 4,067.25 | | | | | | |
| UR12-45-16-4S | Conduit 45° elbow, 16" radius, 4" diam. steel (ea.) | 1 | 100.00 | 85.45 | \$185.45 | 185.45 | | | | | | |
| UR12-45-90-2S | Conduit 45° elbow, 36" radius, 2" diam. steel (ea.) | 3 | 60.00 | 85.61 | \$145.61 | 436.83 | | | | | | |



| Unit No. | Name and Description of Construction Unit | No. of Units | UNIT PRICE | | | Ext. Price L & M | WORK COMPLETED THIS PERIOD | | WORK COMPLETED TO DATE | | Value of Comp. Work |
|-----------------------|--|--------------|------------|----------|-------------|------------------|----------------------------|---------|------------------------|---------|---------------------|
| | | | Labor | Material | L & M | | Units Comp. | % Comp. | Units Comp. | % Comp. | |
| UR-LDS | Lawn damage seeding (Mh.) | 22.388 | 500.00 | | \$500.00 | 11,194.00 | 10.968 | 49% | 2.470 | 11% | 1,235.00 |
| ASP-REM | Asphalt pavement removal (sq. yd.) | 12.0 | 100.00 | | \$100.00 | 1,200.00 | | | | | |
| ASP-REP | Asphalt replacement (ton) | 1.0 | 500.00 | | \$500.00 | 500.00 | | | | | |
| PCC-REM | Concrete pavement removal (sq. yd.) | 12.0 | 300.00 | | \$300.00 | 3,600.00 | 0.4 | 3% | 0.2 | 2% | 66.00 |
| PCC-REP | Portland cement concrete replacement (cu. yd.) | 2.0 | 300.00 | | \$300.00 | 600.00 | | | | | |
| GRA-CLS | Gravel, Class 5 (Ton) | 55.0 | 75.00 | 11.77 | \$86.77 | 4,772.35 | | | | | |
| ROCK | Rock (Ton) | 680.0 | 75.00 | 47.08 | \$122.08 | 83,014.40 | | | | | |
| MOB | Mobilization (as req'd) | 1 | 25,000.00 | | \$25,000.00 | 25,000.00 | 1 | 100% | 1 | 100% | 25,000.00 |
| TOTAL CONTRACT PRICE: | | | | | | \$690,290.43 | TOTAL TO DATE: | | | | \$310,206.07 |
| TOTAL CONTRACT PRICE: | | | | | | \$690,290.43 | TOTAL TO DATE: | | | | \$880,020.91 |



PAY ESTIMATE NO. 2
WEST INNER & EAST INNER CONVERSION - ELECTRIC METER CUTOVER
 WAYNE, NEBRASKA
 DGR Project No. 412305

For Period From: 10/26/17 To: 12/5/17
 Contractor: Klean Electric Inc.
 Bid Date: May 9, 2017

SUMMARY

| | | | |
|---|-------------|---|--------------|
| VALUE OF WORK COMPLETED TO DATE | \$44,423.71 | ORIGINAL CONTRACT PRICE | \$107,912.80 |
| LESS RETAINAGE (10%) | \$4,442.37 | EXPECTED FINAL CONTRACT COST (w/C.O.s, Additions & Deletions) | \$107,912.80 |
| TOTAL AMOUNT DUE INCLUDING THIS PAYMENT | \$39,981.34 | LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT | \$39,981.34 |
| LESS ESTIMATES PREVIOUSLY APPROVED | \$16,886.66 | EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT | \$67,931.46 |
| Pay Estimate No. 1 | N/A | % OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT | 37% |
| Pay Estimate No. 2 | N/A | | |
| Pay Estimate No. 3 | N/A | | |
| Pay Estimate No. 4 | N/A | | |
| Pay Estimate No. 5 | N/A | | |
| Pay Estimate No. 6 | N/A | | |
| Pay Estimate No. 7 | N/A | | |
| Pay Estimate No. 8 | N/A | | |
| TOTAL AMOUNT DUE THIS ESTIMATE | \$23,094.68 | | |

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

Klean Electric Inc., Contractor

By: *Matthew* Date: 12/12/17

CERTIFICATE

THE AMOUNT OF \$23,094.68 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT.

By: _____
 Title: _____
 Date: _____

By: *David Mason* Date: 12/12/2017
 Title: DGR Engineering, Engineer



| Unit No. | Name and Description of Construction Unit | No. of Units | UNIT PRICE | | | | WORK COMPLETED TO DATE (Including this Pay Period) | | | WORK COMPLETED THIS PERIOD | | | |
|----------------|--|--------------|------------|----------|-------------|-----------------------|---|----------------|---------------------|----------------------------|----------------|---------------------|-------------|
| | | | Labor | Material | L & M | Ext. Price L & M | Units Comp | % Comp | Value of Comp. Work | Units Comp | % Comp | Value of Comp. Work | |
| UD-10 | Conductor Installation, 1Ø (ea.) | 158 | \$40.00 | | \$40.00 | \$6,320.00 | 65 | 41% | \$2,600.00 | 46 | 29% | \$1,840.00 | |
| UD-30 | Conductor Installation, 3Ø (ea.) | 4 | 60.00 | | \$60.00 | 240.00 | 2 | 50% | 120.00 | | | | |
| UM6-6 | Ground Rod Installation (ea.) | 129 | 40.00 | 20.00 | \$60.00 | 7,740.00 | 41 | 32% | 2,460.00 | 31 | 24% | 1,860.00 | |
| UM6-Ex | Existing Ground Wire Connection (ea.) | 17 | 20.00 | | \$20.00 | 340.00 | 19 | 112% | 380.00 | 13 | 76% | 260.00 | |
| UM8-MS-DIS-100 | Meter Socket w/ Main Disconnect - 1Ø, 100 amp (ea.) | 7 | 200.00 | 214.00 | \$414.00 | 2,898.00 | 3 | 43% | 1,242.00 | 3 | 43% | 1,242.00 | |
| UM8-MS-3Ø | Meter Socket Installation, 3Ø (ea.) | 2 | 240.00 | 177.00 | \$417.00 | 834.00 | | | | | | | |
| UM8-MS | Meter Socket Installation, 1Ø (ea.) | 107 | 200.00 | 100.00 | \$300.00 | 32,100.00 | 43 | 40% | 12,900.00 | 30 | 28% | 9,000.00 | |
| UM8-TAP | Lead Tap Kit, 1Ø (ea.) | 3 | 10.00 | 35.00 | \$45.00 | 135.00 | 2 | 67% | 90.00 | 2 | 67% | 90.00 | |
| UM8-MPMS(2) | Meter Socket Installation, 2 position, 1Ø (ea.) | 2 | 320.00 | 270.00 | \$590.00 | 1,180.00 | 1 | 50% | 590.00 | 1 | 50% | 590.00 | |
| BRK-100 | 100 Amp Breaker 240V (ea.) | 1 | 8.00 | 60.00 | \$68.00 | 68.00 | 1 | 100% | 68.00 | 1 | 100% | 68.00 | |
| BRK-40 | 40 Amp Breaker 240V (ea.) | 2 | 8.00 | 20.00 | \$28.00 | 56.00 | 1 | 50% | 28.00 | 1 | 50% | 28.00 | |
| BRK-20 | 20 Amp Breaker 120V (ea.) | 2 | 8.00 | 10.00 | \$18.00 | 36.00 | 3 | 150% | 54.00 | 3 | 150% | 54.00 | |
| UM8-PW | Plywood Meter Backing (ea.) | 7 | 40.00 | 15.00 | \$55.00 | 385.00 | 6 | 86% | 330.00 | 3 | 43% | 165.00 | |
| UM8-RM | Remove and Reinstall Existing Meter (ea.) | 156 | 10.00 | | \$10.00 | 1,560.00 | 66 | 42% | 660.00 | 46 | 29% | 460.00 | |
| UM8-REL | Relocate Existing Meter and Meter Socket (ea.) | 2 | 160.00 | 50.00 | \$210.00 | 420.00 | 2 | 100% | 420.00 | | | | |
| UR8 | Concrete Removal & Replacement (ea.) | 38 | 320.00 | 40.00 | \$360.00 | 13,680.00 | 12 | 32% | 4,320.00 | 10 | 26% | 3,600.00 | |
| UR-WD | Wood Deck Repair (ea.) | 4 | 80.00 | 25.00 | \$105.00 | 420.00 | 3 | 75% | 315.00 | 2 | 50% | 210.00 | |
| UR12-2P | Conduit to Service Point, 2 in. diameter, Plastic (Mft.) | 0.936 | 13,340.00 | 2,500.00 | \$15,840.00 | 14,826.24 | 0.377 | 40% | 5,971.68 | 0.270 | 29% | 4,276.80 | |
| UR12-3P | Conduit to Service Point, 3 in. diameter, Plastic (Mft.) | 0.034 | 15,340.00 | 4,500.00 | \$19,840.00 | 674.56 | 0.012 | 35% | 238.08 | | | | |
| UR-LDS | Lawn Damage Seeding (sq. ft.) | 86 | 40.00 | 15.00 | \$55.00 | 4,730.00 | | | | | | | |
| ID-OHS | Removal of Existing Overhead Service (ea.) | 147 | 20.00 | | \$20.00 | 2,940.00 | 61 | 41% | 1,220.00 | 43 | 29% | 860.00 | |
| IUD-UGS | Removal of Existing Underground Service (ea.) | 13 | 20.00 | | \$20.00 | 260.00 | 2 | 15% | 40.00 | 1 | 8% | 20.00 | |
| IUM8-MS | Removal of Existing Meter Socket (ea.) | 121 | 20.00 | | \$20.00 | 2,420.00 | 47 | 39% | 940.00 | 35 | 29% | 700.00 | |
| USW | Special Service Entrance Work (hr.) | 64 | 50.00 | | \$50.00 | 3,200.00 | 6,739 | 11% | 336.95 | 6,739 | 11% | 336.95 | |
| IF(NE) | Inspection Fee (ea.) | 18 | 35.00 | 40.00 | \$75.00 | 1,350.00 | | | | | | | |
| MOB | Mobilization (as req'd) | 1 | 9,100.00 | | \$9,100.00 | 9,100.00 | 1 | 100% | 9,100.00 | | | | |
| | | | | | | TOTAL CONTRACT PRICE: | \$1,079,912.80 | TOTAL TO DATE: | | \$44,423.71 | TOTAL TO DATE: | | \$25,660.75 |