

**AGENDA
CITY COUNCIL MEETING
December 4, 2018**

1. [Call the Meeting to Order](#)
2. [Pledge of Allegiance](#)

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. [Approval of Minutes – November 20, 2018](#)
4. [Approval of Claims](#)
5. [Adjourn Sine Die](#)
6. [Swearing in of Newly Elected Mayor and Councilmembers](#)
7. [Reconvene](#)
8. [Select President of Council](#)
9. [Presentation of Dedication of Service Plaques to Outgoing Councilmembers — Rod Greve and Nick Muir](#)
10. [Action on declaring a “Notice of Vacancy” in Ward 3 and authorizing the City Clerk to publish notice](#)
11. [Resolution 2018-67: Amending 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. This would be effective January 1, 2019.

12. [Resolution 2018-68: Adopting Snow Removal and Ice Control Operations Policy Manual](#)

Background: This Resolution would adopt the updated Snow Removal and Ice Control Operations Policy Manual. The last update was in 1997. The main updates are routes and personnel responsibilities.

13. [Resolution 2018-69: Approving Contract No. 16-CD-208 between the State of Nebraska Department of Economic Development and the City of Wayne](#)

Background: This is the formal contract between the City and the NDED regarding CDBG 16-CD-208. We were notified on November 14th that we were awarded up to \$475,000 to be used for improvements – design and replacement of pavement, curb and gutters, and storm sewer improvements to Nebraska Street, between 2nd Street and 7th Street. Local matching funds of 25% and 25% in leveraged funds will be provided by the City.

Recommendation: Staff recommendation is to approve Resolution 2018-69 formally approving the contract between the City and the NDED for CDBG 16-CD-208.

14. **Resolution 2018-70: Approving Interlocal Agreement with the Village of Carroll, Nebraska, for Building Inspection Services**
15. Action on Pay Application No. 8 in the amount of \$60,769.00 to OCC Builders, LLC, for the "Wayne Golf & Country Club Clubhouse Improvement Project"
16. **Action on Change Order No. 5 for the "2nd Street Storm Sewer Improvement Project" for an increase of \$18,250.00 to Robert Woehler & Sons Construction Company, Inc.**

Background: The engineer on this project, John Zwingman with ACES, will be at the Council meeting to explain this Change Order.

17. **Action on Contractor's Application for Payment No. 6 (Final) for the "2nd Street Storm Sewer Improvement Project" in the amount of \$18,250.00 to Robert Woehler & Sons Construction Company, Inc.**

Background: This is the final Pay Application on this project.

18. Appointments to the Community Redevelopment Authority
 - a. Cale Giese, Mayor – term would expire 12/22
 - b. Jill Brodersen, Council Representative, to fill the unexpired term of Cale Giese – term would expire 12/19
 - c. Reappoint Mark Lenihan, Wayne School Superintendent – term would expire 12/22
19. Appointment of three Councilmembers to the Audit Committee – last appointment was 12/18/12
20. Appointment of a Council Representative to the Police Retirement Committee (replaces Cale Giese)
21. Appointment of two City Representatives to the Wayne Area Economic Development Board
22. Adjourn

**MINUTES
CITY COUNCIL MEETING
November 20, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, November 20, 2018, at 5:30 o'clock P.M.

Mayor Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Terri Buck, Jason Karsky, Matt Eischeid, and Nick Muir; 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 8, 2018, 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 Brodersen 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, she 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.

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, to approve the minutes of the meeting of November 6, 2018, and to waive the reading thereof. Mayor Brodersen 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: ABATE OF NEBRASKA, RE, 200.00; AMERITAS, SE, 100.77; AMERITAS, SE, 2608.06; AMERITAS, SE, 60.16; AMERITAS, SE, 72.00; APPEARA, SE, 90.93; ARC-HEALTH & SAFETY, SE, 1148.00; BAKER & TAYLOR BOOKS, SU, 1304.27; BARONE SECURITY SYSTEMS, SE, 105.96; BENSCOTER INC, RE, 500.00; BENSCOTER INC, RE, 250.00; ROWN SUPPLY, SU, 1305.00; BROWN, SANDY, RE, 138.43; CARHART LUMBER COMPANY, RE, 1840.00; CERTIFIED TESTING SERVICES, SE, 1479.50; CITY EMPLOYEE, RE, 31.00; CITY EMPLOYEE, RE, 17.00; CITY EMPLOYEE, RE, 150.00; CITY

EMPLOYEE, RE, 100.00; CITY OF WAYNE, PY, 72527.73; CITY OF WAYNE, RE, 168.22; COPY WRITE, SE, 215.25; CORE & MAIN LP, SU, 5014.90; DANKO EMERGENCY EQUIPMENT, SU, 95.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 60.15; DEARBORN NATIONAL LIFE, SE, 2434.92; DORCEY, SHANNON, RE, 500.00; DUTTON-LAINSON COMPANY, SU, 123.06; ECHO GROUP, SU, 99.54; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 1586.77; ELLIS HOME SERVICES, SE, 957.86; ENVIRONMENTAL SERVICES, SE, 1014.00; FASTENAL, SU, 138.80; FLOOR MAINTENANCE, SU, 332.22; GERHOLD CONCRETE, SU, 1050.02; HILAND DAIRY, SE, 93.20; HOLIDAY INN OF KEARNEY, SE, 419.80; ICMA, SE, 9632.70; IRS, TX, 12515.48; IRS, TX, 9517.38; IRS, TX, 2927.00; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KELLY SUPPLY COMPANY, SU, 237.54; KEPSCO ENGRAVING, SU, 23.74; KTCH, SE, 550.00; LUTT OIL, SU, 5771.06; MARCO, SE, 126.36; MATHESON-LINWELD, SU, 44.02; MIDWEST LABORATORIES, SE, 172.00; MIDWEST TAPE LL, SU, 229.90; NE DEPT OF REVENUE, TX, 3847.39; NEXTERA ENERGY, SE, 14875.71; NORFOLK DAILY NEWS, SE, 88.00; OCC BUILDERS, SE, 65851.00; OVERDRIVE, SU, 346.91; PENGUIN RANDOM HOUSE, SU, 234.00; PITNEY BOWES, SE, 253.85; PLUNKETT'S PEST CONTROL, SE, 31.20; PROVIDENCE MEDICAL CENTER, SE, 225.00; QUALITY 1 GRAPHIC, SU, 20.00; QUALITY FOOD CENTER, SU, 386.14; RESCO, SU, 701.98; ROBERT WOEHLE & SONS, SE, 76978.54; S & S WILLERS, SU, 555.48; SHOPKO, SU, 147.95; SIEVERS, SHARLENE, RE, 100.00; SOKOL, LARRY, RE, 100.00; SPARKLING KLEAN, SE, 3012.11; STADIUM SPORTING GOODS, SE, 30.00; STAPLES, SU, 256.00; US FOODSERVICE, SU, 1062.64; VERIZON, SE, 318.08; W.T. COX SUBSCRIPTIONS, SU, 1658.52; WAED, SE, 5000.00; WAYNE HERALD, SE, 70.50; WAYNE HERALD, SE, 48.00; ACTIVE NETWORK, SU, 7673.40; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 516.40; AMAZON, SU, 436.90; B G REPAIR, SU, 157.05; BEBEE, TIMOTHY J. & LESLIE A., RE, 3076.60; BOMGAARS, SU, 351.53; CITY EMPLOYEE, RE, 152.90; CITY EMPLOYEE, RE, 361.42; DAYCLOUD STUDIOS, SE, 3600.00; DEMCO, SU, 240.23; EAKES OFFICE PLUS, SU, 1416.35; ECHO GROUP, SU, 142.00; ELECTRONIC ENGINEERING, SU, 194.95; FISCHER FOR NEBRASKA, RE, 200.00; FLOOR MAINTENANCE, SU, 174.45; FOURTH GENERATION FAMILY, RE, 12665.13; GALE/CENGAGE LEARNING, SU, 222.86; GERHOLD CONCRETE, SU, 700.00; HAUFF MID-AMERICAN SPORTS, SU, 345.43; HILAND DAIRY, SE, 20.89; HUNDERTMARK CLEANING SYSTEMS, SU, 71.17; JORGENSEN, KEN, RE, 1849.50; MARCO TECHNOLOGIES, SE, 175.82; NE LAW ENFORCEMENT, SU, 20.00; NE LIBRARY COM, SE, 750.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 152.00; NPPD, SE, 276298.58; NORTHEAST POWER, SE, 13417.72; OVERDRIVE, SU, 101.00; PETERSON, CARTER, RE, 1398.46; QUALITY 1 GRAPHIC, SU, SU, 80.00; REEG, BETTY S. Revocable Trust, RE, 2796.91; STAPLES, SU, 265.45; STEFFEN TRUCK EQUIPMENT, SU, 23.49; TOMPKINS, RODNEY R. Irrevocable Trust, RE, 2796.91; WAYNE HERALD, SE, 1568.87; WESCO, SU, 299.60

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

Mayor Brodersen stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the zoning text, specifically the B-2 Central Business District, Section 152.081(L) Permitted Conditional Uses. The applicant,

Dylan Ellis, seeks to allow vehicle towing in the B-2 Central Business District as a permitted conditional use.

Joel Hansen, Street and Planning Director, advised the Council that Mr. Ellis had purchased a building in the B-2 District with the intent to open a vehicle towing business. He did not realize at the time of the purchase that vehicle towing was not a permitted use in the B-2 District.

The Planning Commission reviewed this matter at their public hearing on November 5, 2018, and forwarded a recommendation to approve the same, with the following conditions:

- (a) Provided that, vehicles shall only be stored on-site, pending settlement or legal disposition of vehicles by insurance carrier and/or owner;
- (b) All towed and stored vehicles shall be stored inside a building;
- (c) No demolition of towed or stored vehicles shall be allowed; and
- (d) All stored vehicles shall be owned by persons other than the towing service owner/operator and/or landowner,

and with the “Finding of Fact” being staff’s recommendation.

The conditions above come directly from the existing language in the B-1 and B-3 districts. It was noted that the vehicles would be inside the building.

Dylan Ellis 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 Brodersen closed the public hearing.

Councilmember Sievers introduced Ordinance No. 2018-32, and moved for approval thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-32

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.081 — B-2 CENTRAL BUSINESS DISTRICT, SUBSECTION (L) PERMITTED CONDITIONAL USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, to move for final approval of Ordinance No. 2018-32. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2018-29, and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2018-29

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 91 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, SECTION 91.026 KEPT CLEAN; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

The City has received the Annual Renewal Maintenance Agreement from the State of Nebraska Department of Transportation. This is their standard form of renewal agreement. However, in this agreement, we are agreeing to pay NDOR \$2,100.00 per lane mile or \$4,935.00 in 2019 for the surface maintenance on 2.35 lane miles of highway through Wayne. Last year, it was \$1,575 per lane mile, totaling \$3,701.25.

Councilmember Giese made a motion, which was seconded by Councilmember Karsky, approving the Annual Renewal Maintenance Agreement (2018) with the State of Nebraska Department of Transportation. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, setting January 2nd as the first Council meeting date in January, 2019. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Friday, January 18th and Saturday, January 19th were set as the Council Retreat dates in 2019.

Advanced Consulting Engineering Services presented Contractor's Application for Payment No. 5 (Final) on the "2nd Street Storm Sewer Improvement Project" for \$46,756.75 to Robert Woehler & Sons Construction Company, Inc. However, there was also a Change Order with the Pay Application that was not placed on the agenda. Therefore, Council was advised to deduct the change order amount (\$18,250) from the final pay application and approve that amount (\$28,506.75). The Final Pay Application and the Change Order will be placed on the next agenda. In addition, staff advised Council that they would have the engineer at the meeting to provide an explanation on the Change Order.

Councilmember Muir made a motion, which was seconded by Councilmember Buck, approving Contractor's Application for Payment No. 5 for \$28,506.75 to Robert Woehler & Sons Construction Company, Inc., for the "2nd Street Storm Sewer Improvement Project." Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would 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-208 (Phase II Year 2) for a sum not to exceed \$35,000. The City was notified on November 14th that it was awarded up to the amount of \$475,000 to be used for improvements in defined low-to-moderate income residential neighborhoods, including street and storm sewer improvements on Nebraska Street between 2nd and 7th Streets.

Councilmember Giese introduced Resolution No. 2018-66 and moved for its approval; Councilmember Greve seconded the motion.

RESOLUTION NO. 2018-66

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR THE GENERAL ADMINISTRATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (16-CD-208 – Phase II Year 2).

Mayor Brodersen 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 enter into executive session to discuss a personnel matter (the appointment of Amy Miller as City Attorney and her Retainer Agreement), so as to prevent the needless injury to the reputation of the individual (City Attorney) who has not requested a public hearing, and to allow City Administrator Blecke and City Clerk McGuire to be in attendance. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive session began at 5:56 p.m.

Mayor Brodersen again stated the matter to be discussed in executive session relates to the appointment and retainer agreement of Amy Miller, City Attorney.

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, to resume open session. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:44 p.m.

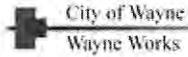
Councilmember Giese introduced Resolution 2018-65, and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2018-65

A RESOLUTION APPROVING THE APPOINTMENT OF AMY K. MILLER AS CITY ATTORNEY AND RETAINER AGREEMENT.

Mayor Brodersen 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 Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:45 p.m.



Vendor	Payable Description	Payment Total
ACES	DEC 18 WIND ENERGY SERVICE AGMT	875.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	122.05
AMERITAS LIFE INSURANCE	AMERITAS ROTH	65.01
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,582.46
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	LINEN & MAT SERVICE	176.43
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY	BALLFIELD LIME	1,165.50
CENTURYLINK	TELEPHONE CHARGES	419.63
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	29.20
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	550.59
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	386.11
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	65.44
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	50.79
CITY OF WAYNE	PAYROLL	84,362.32
COLONIAL RESEARCH	JANITORIAL CLEANERS	120.90
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	110.08
DGR & ASSOCIATES CO	WEST/EAST INNER CONVERSION	395.00
ED M. FELD EQUIPMENT CO INC	BOOTS/FACE SHIELD	427.85
ELLIS HOME SERVICES	FLUSH VALVE REPAIR	313.56
FIRST CONCORD GROUP LLC	FLEX FEES	2,688.86
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	369.95
GERHOLD CONCRETE CO INC.	CONCRETE	790.14
GFOA	MEMBERSHIP DUES B PORTER	170.00
KATELYN DAVIS-GREEK COUNCIL	AUDITORIUM REFUND DEPOSIT	-200.00
GREEK COUNCIL	AUDITORIUM REFUND DEPOSIT	200.00
HABITAT FOR HUMANITY	BUILDING PERMIT DEPOSIT REFUND	250.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	81.30
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,769.77
IRS	FICA WITHHOLDING	14,177.52
IRS	FEDERAL WITHHOLDING	9,784.99
IRS	MEDICARE WITHHOLDING	3,315.72
JEO CONSULTING GROUP	PEDESTRIAN CROSSING RAMPS	3,130.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
LAQUINTA INNS & SUITES	LODGING-BRADY/DAVIS	659.70
MCLAURY ENGINEERING, INC	E 4TH ST PAVING	5,832.50
MILLER LAW	ATTORNEY FEE	5,259.73
NE DEPT OF REVENUE	STATE WITHHOLDING	3,985.69
NORTHEAST NE ECONOMIC DEV DIST	16-CD-108 CONSTRUCTION AUG 18 SERVICES	150.00

Vendor	Payable Description	Payment Total
NORTHEAST NE ECONOMIC DEV DIST	16-CD-108 AUGUST 18 SERVICES	701.98
PCAN	MEMBERSHIP DUES M CHINN	50.00
QC FOUNDATION REPAIR	BUILDING PERMIT DEPOSIT REFUND	200.00
RESCO	JACKET SEAL	529.41
ROBERT WOehler & SONS	2ND STREET STORM SEWER	28,506.75
ROSE EQUIPMENT INC.	ICE SALT	3,093.57
STATE NEBRASKA BANK & TRUST	WATER BANS	4,625.00
ULINE	RECYLING CONTAINERS	407.78
UNITED HEALTHCARE	HEALTH INSURANCE PREMIUM	38,665.78
VIAERO WIRELESS	CELL PHONE	26.73
WAYNE AREA ECONOMIC DEVELOPMENT	CAREGIVER SUPPORT-CHAMBER BUCKS	100.00
WAYNE AREA ECONOMIC DEVELOPMENT	DECEMBER 2018 CONTRIBUTION	7,871.00
WISNER WEST	FIRE DEPT GASOLINE	342.06
	Grand Total:	239,016.85

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RESOLUTION NO. 2018-67

WHEREAS, the City of Wayne desires to amend Resolution No. 2018-1, a standard wage and salary schedule which was effective January 1, 2018;

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, 2019

NON-EXEMPT WAGE SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>HOURLY RANGE</u>		
Part-Time Employees (Lifeguards, Senior Center Activities Aid)	9.18	-	11.30
Recreation – Leisure Services Assistant I	9.55	-	12.34
Senior Center Operations Assistant	9.55	-	12.34
Custodian	10.27	-	13.67
Handi-Van Driver	11.34	-	15.15
Assistant Librarian I	11.90	-	16.15
Assistant Pool Manager	12.00	-	
Heavy Equipment Operator I	13.77	-	18.33
Pool Manager	13.50	-	14.94
Heavy Equipment Operator II	14.46	-	19.72
Administrative Assistant	14.46	-	19.72
Librarian I	14.46	-	19.72
Senior Center Cook	14.57	-	19.39
Water/Sewer Operator I	15.22	-	20.25
Light Plant Operator II	15.22	-	20.25
Account Clerk II	15.22	-	20.25
Accountant/Assistant Treasurer	15.22	-	20.25

Dispatchers	15.31	-	20.38
Mechanic	15.98	-	21.80
Dispatch Supervisor	16.33	-	21.73
Water/Wastewater Operator II	16.73	-	22.48
Assistant Street Foreman	16.73	-	22.48
Class A Licensed Electrician	16.73	-	22.48
Apprentice Lineman	16.73	-	22.48
Power Plant Foreman	18.07	-	24.06
Street Foreman	18.90	-	25.16
Patrolman	18.90	-	26.15
Water/Wastewater Operator III	19.30	-	25.68
Lineman I	19.75	-	27.72
Chief of Electric Production	20.28	-	28.88
Technology Support Specialist	21.68	-	29.27
Building Inspector/Planner/Street Superintendent	21.87	-	29.97
Lineman II	21.87	-	29.97
Water/Wastewater Foreman	22.30	-	29.94
Police Sergeant	22.75	-	29.98
Senior Lineman	23.61	-	31.43
Water Supervisor	23.61	-	32.99
Electric Line Supervisor	28.03	-	37.67

EXEMPT SALARY SCHEDULE

JOB CLASSIFICATION

City Administrator			53.42
City Clerk	26.24	-	36.89
Finance Director	27.49	-	37.55
Police Chief	31.25	-	41.31
Recreation Services Director	16.65	-	27.06
Community Activity Center Director	16.65	-	27.06
Sr. Citizens Center Coordinator	14.62	-	22.23
Library Director	22.32	-	30.06
Electric Superintendent – Production	27.48	-	39.54
Electric Superintendent - Distribution	27.48	-	39.54
Street and Planning Director	29.43	-	38.25
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 4th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

City of Wayne 2019 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	\$ 9.18	\$ 9.37	\$ 9.57	\$ 9.77	\$ 9.98	\$ 10.19	\$ 10.40	\$ 10.62	\$ 10.84	\$ 11.07	\$ 11.30
Recreation/Leisure Services Assistant; Senior Center Operations Assistant	\$ 9.55	\$ 9.80	\$ 10.05	\$ 10.31	\$ 10.58	\$ 10.85	\$ 11.14	\$ 11.43	\$ 11.72	\$ 12.03	\$ 12.34
Custodian	\$ 10.27	\$ 10.57	\$ 10.88	\$ 11.19	\$ 11.52	\$ 11.85	\$ 12.19	\$ 12.55	\$ 12.91	\$ 13.29	\$ 13.67
Handi-Van Driver	\$ 11.34	\$ 11.61	\$ 11.96	\$ 12.32	\$ 12.69	\$ 13.07	\$ 13.46	\$ 13.87	\$ 14.28	\$ 14.71	\$ 15.15
Assistant Librarian 1	\$ 11.90	\$ 12.27	\$ 12.65	\$ 13.05	\$ 13.45	\$ 13.87	\$ 14.30	\$ 14.74	\$ 15.20	\$ 15.67	\$ 16.15
Assistant Pool Manager	\$ 12.00										
Heavy Equipment Operator I	\$ 13.77	\$ 14.17	\$ 14.58	\$ 15.00	\$ 15.44	\$ 15.89	\$ 16.35	\$ 16.82	\$ 17.31	\$ 17.81	\$ 18.33
Pool Manager	\$ 13.50	\$ 13.66	\$ 13.80	\$ 13.94	\$ 14.08	\$ 14.22	\$ 14.36	\$ 14.50	\$ 14.65	\$ 14.79	\$ 14.94
Heavy Equipment Operator II	\$ 14.46	\$ 14.92	\$ 15.39	\$ 15.87	\$ 16.37	\$ 16.89	\$ 17.42	\$ 17.97	\$ 18.54	\$ 19.12	\$ 19.72
Administrative Assistant	\$ 14.46	\$ 14.92	\$ 15.39	\$ 15.87	\$ 16.37	\$ 16.89	\$ 17.42	\$ 17.97	\$ 18.54	\$ 19.12	\$ 19.72
Librarian 1	\$ 14.46	\$ 14.92	\$ 15.39	\$ 15.87	\$ 16.37	\$ 16.89	\$ 17.42	\$ 17.97	\$ 18.54	\$ 19.12	\$ 19.72
Senior Center Cook	\$ 14.57	\$ 14.99	\$ 15.42	\$ 15.87	\$ 16.33	\$ 16.80	\$ 17.29	\$ 17.79	\$ 18.31	\$ 18.84	\$ 19.39
Water/Sewer Operator I	\$ 15.22	\$ 15.66	\$ 16.11	\$ 16.58	\$ 17.06	\$ 17.56	\$ 18.07	\$ 18.59	\$ 19.13	\$ 19.68	\$ 20.25
Light Plant Operator II	\$ 15.22	\$ 15.66	\$ 16.11	\$ 16.58	\$ 17.06	\$ 17.56	\$ 18.07	\$ 18.59	\$ 19.13	\$ 19.68	\$ 20.25
Accounting Clerk II	\$ 15.22	\$ 15.66	\$ 16.11	\$ 16.58	\$ 17.06	\$ 17.56	\$ 18.07	\$ 18.59	\$ 19.13	\$ 19.68	\$ 20.25
Accountant/Assistant Treasurer	\$ 15.22	\$ 15.66	\$ 16.11	\$ 16.58	\$ 17.06	\$ 17.56	\$ 18.07	\$ 18.59	\$ 19.13	\$ 19.68	\$ 20.25
Dispatchers	\$ 15.31	\$ 15.75	\$ 16.21	\$ 16.68	\$ 17.16	\$ 17.66	\$ 18.17	\$ 18.70	\$ 19.24	\$ 19.80	\$ 20.38
Mechanic	\$ 15.98	\$ 16.49	\$ 17.01	\$ 17.54	\$ 18.09	\$ 18.66	\$ 19.25	\$ 19.86	\$ 20.48	\$ 21.13	\$ 21.80
Dispatch Supervisor	\$ 16.33	\$ 16.80	\$ 17.29	\$ 17.79	\$ 18.31	\$ 18.84	\$ 19.39	\$ 19.95	\$ 20.53	\$ 21.12	\$ 21.73
Water/Wastewater Operator II	\$ 16.73	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57	\$ 21.19	\$ 21.83	\$ 22.48
Assistant Street Foreman	\$ 16.73	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57	\$ 21.19	\$ 21.83	\$ 22.48
Licensed Electrician	\$ 16.73	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57	\$ 21.19	\$ 21.83	\$ 22.48
Apprentice Lineman	\$ 16.73	\$ 17.23	\$ 17.75	\$ 18.28	\$ 18.83	\$ 19.39	\$ 19.97	\$ 20.57	\$ 21.19	\$ 21.83	\$ 22.48
Power Plant Foreman	\$ 18.07	\$ 18.60	\$ 19.14	\$ 19.69	\$ 20.26	\$ 20.85	\$ 21.46	\$ 22.08	\$ 22.72	\$ 23.38	\$ 24.06
Street Foreman	\$ 18.90	\$ 19.45	\$ 20.01	\$ 20.59	\$ 21.19	\$ 21.80	\$ 22.44	\$ 23.09	\$ 23.76	\$ 24.45	\$ 25.16
Patrolman	\$ 18.90	\$ 19.52	\$ 20.17	\$ 20.83	\$ 21.52	\$ 22.23	\$ 22.97	\$ 23.72	\$ 24.51	\$ 25.32	\$ 26.15
Water/Wastewater Operator III	\$ 19.30	\$ 19.86	\$ 20.43	\$ 21.03	\$ 21.64	\$ 22.26	\$ 22.91	\$ 23.57	\$ 24.26	\$ 24.96	\$ 25.68
Lineman I	\$ 19.75	\$ 20.43	\$ 21.13	\$ 21.86	\$ 22.62	\$ 23.40	\$ 24.20	\$ 25.04	\$ 25.90	\$ 26.80	\$ 27.72
Chief of Electric Production	\$ 20.28	\$ 21.01	\$ 21.76	\$ 22.55	\$ 23.36	\$ 24.20	\$ 25.07	\$ 25.97	\$ 26.91	\$ 27.88	\$ 28.88
Technology Support Specialist	\$ 21.68	\$ 22.34	\$ 23.02	\$ 23.72	\$ 24.44	\$ 25.19	\$ 25.96	\$ 26.75	\$ 27.56	\$ 28.40	\$ 29.27
Building Inspector/Planner/Street Superintendent	\$ 21.87	\$ 22.57	\$ 23.29	\$ 24.04	\$ 24.81	\$ 25.60	\$ 26.42	\$ 27.26	\$ 28.14	\$ 29.04	\$ 29.97
Lineman II	\$ 21.87	\$ 22.57	\$ 23.29	\$ 24.04	\$ 24.81	\$ 25.60	\$ 26.42	\$ 27.26	\$ 28.14	\$ 29.04	\$ 29.97
Water/Wastewater Foreman	\$ 22.30	\$ 22.94	\$ 23.63	\$ 24.34	\$ 25.07	\$ 25.82	\$ 26.60	\$ 27.40	\$ 28.22	\$ 29.06	\$ 29.94
Police Sergeant	\$ 22.75	\$ 23.38	\$ 24.04	\$ 24.71	\$ 25.40	\$ 26.11	\$ 26.85	\$ 27.60	\$ 28.37	\$ 29.16	\$ 29.98
Senior Lineman	\$ 23.61	\$ 24.30	\$ 25.00	\$ 25.73	\$ 26.47	\$ 27.24	\$ 28.03	\$ 28.84	\$ 29.68	\$ 30.54	\$ 31.43
Water Supervisor	\$ 23.61	\$ 24.42	\$ 25.25	\$ 26.10	\$ 26.99	\$ 27.91	\$ 28.86	\$ 29.84	\$ 30.85	\$ 31.90	\$ 32.99
Electric Line Supervisor	\$ 28.03	\$ 28.87	\$ 29.74	\$ 30.63	\$ 31.55	\$ 32.49	\$ 33.47	\$ 34.47	\$ 35.51	\$ 36.57	\$ 37.67

	Bottom Hourly Rate	Top Hourly Rate
City Administrator	\$ 53.42	\$ 53.42
City Clerk	\$ 36.89	\$ 36.89
Finance Director	\$ 37.55	\$ 37.55
Asst.-Finance Dir	\$ 28.00	\$ 34.00
Police Chief	\$ 41.31	\$ 41.31
Recreation Services Director/Community Activity Center Director	\$ 27.06	\$ 27.06
Senior Citizens Center Coordinator	\$ 22.23	\$ 22.23
Library Director	\$ 30.06	\$ 30.06
Electric Superintendent - Production	\$ 39.54	\$ 39.54
Electric Superintendent - Distribution	\$ 39.54	\$ 39.54
Street and Planning Director	\$ 38.25	\$ 38.25

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RESOLUTION NO. 2018-68

A RESOLUTION ADOPTING THE CITY OF WAYNE SNOW REMOVAL AND ICE CONTROL OPERATIONS POLICY MANUAL.

WHEREAS, the City of Wayne's Snow Removal and Ice Control Operations Policy Manual ("Manual") was last reviewed and approved by the Mayor and City Council on November 25, 1997; and

WHEREAS, City staff has reviewed the Manual and wishes to update and establish and outline priorities, best practices and procedures to ensure public safety for snow removal and ice control on streets and roadways within the City of Wayne; and

WHEREAS, City staff, as a way to provide safe and accessible operating conditions for motorists and pedestrians, reduce the hazards of icy road conditions, minimize economic losses to the City resulting from unsatisfactory winter driving conditions, and facilitate the handling of emergencies by Police, Fire and Ambulance services during the winter, hereby recommend the adoption of the updated "City of Wayne Snow Removal and Ice Control Operations Policy Manual."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the City of Wayne Snow Removal and Ice Control Operations Policy Manual, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted as written.

PASSED AND APPROVED this 4th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

CITY OF WAYNE, NEBRASKA

SNOW REMOVAL AND ICE CONTROL

OPERATIONS POLICY MANUAL

Draft

December, 2018

FOREWORD

The following Snow Removal and Ice Control Operations Manual was prepared to update the Snow Removal Policy prepared in November, 1979. All applicable provisions of that Policy are contained herein; in addition, information and experience gained since that time has been included. The format selected for this Manual lends itself well to integrating future updating and additions. This Manual was last reviewed and approved by the Mayor and City Council on November 25, 1997.

**CITY OF WAYNE, NEBRASKA
SNOW REMOVAL AND ICE CONTROL
OPERATIONS MANUAL**

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SNOW HAULING SITES

INTRODUCTION

Snow removal and ice control is a service made necessary by a condition of the environment that makes it imperative action be taken to safeguard life and property. Adequate service can be provided for the City of Wayne based on accumulated experience, common sense and careful planning by those responsible for maintenance.

The following policies and procedures contained in this Operations Manual will serve as a written compilation of the experience, common sense and planning efforts. It is to be used as a guide for the removal and control of snow and ice by the Public Works Department with assistance of the Police Department. It is not to be implied that the existence of this Operations Manual is all that is needed to insure a first-class and highly efficient snow-fighting effort. However it does reflect the concern of the City of Wayne regarding its obligation to perform a task under emergency conditions to the best of our ability. Planning can hardly be overdone for emergencies of this nature. It is worth remembering that while the Manual may not be the complete solution, the absence of a Manual contributes nothing. Cost effective snow removal and ice control operations shall be used at all times and a concept of reasonableness shall guide all efforts.

1. SCOPE OF PROGRAM AND GENERAL INSTRUCTIONS

A. Scope of Program

The average annual snowfall in the Wayne area is 32 inches per year. The City of Wayne is responsible for snow removal and ice control on approximately 34 miles of streets and 8 miles of alleys. Snow removal personnel consists of 12 people, including administration. Approximately 12 units of equipment are used to remove snow and ice. In addition to these responsibilities, various parking lots and public walkways are cleared by the City.

B. General Instructions

The Public Works Department has the primary responsibility for snow removal and ice control in the City of Wayne. The Street & Planning Director is responsible to the City Administrator for the effort with field operations directed by the Street Foreman through the Director.

Invaluable assistance provided by the Police Department, as outlined in this Manual, contribute to a successful snow removal and ice control program.

Top priority snow removal requests include Police, Fire, and Civil Defense inquiries. Included in those requests would be hospital and doctor assistance. The next level of assistance would cover the nursing homes and educational facilities. The Central Downtown Business District and the Emergency Snow Routes are top priority when full operations begin.

All accidents involving City owned vehicles during the snow removal and ice control operation shall be reported immediately to the Street & Planning Director and the Police Department. The Police Department will be called to substantiate claim and responsible party.

During off duty hours, when conditions appear to warrant initiating snow removal and ice control operations, employees of the Public Works Department shall contact the Street Foreman to notify him of their availability to work.

If a Public Works Department employee, subject to call, is not going to be home, he will leave a forwarding number. If the employee is going to be out of town, he will contact the Police Department and advise.

2. **PERSONNEL**

A. Public Works Department

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>Cell #</u>
Joel Hansen	57337 861 Road		369-3765
Todd Hoeman	815 Hillside	375-3928	369-2587
Lowell Heggemeyer	1211 Grainland Road	375-2564	375-8627
Jason Jorgensen	797 Hillside Drive	375-1892	518-0330
Earnest Ping	710 Sunnyview Drive	375-2138	369-4236
Ben Kurpgeweit	57860 858 Road		369-0956

Electric Production Department

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>Cell #</u>
Jeff Triggs	1026 3 rd Ave		369-1098

Water and Wastewater Department:

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>Cell #</u>
Jeff Brady	204 South Windom	375-1794	375-9129
Doug Echtenkamp	614 W. 3 rd Street	375-2321	369-0723
Casey Junck	1019 Grainland Rd	375-2998	369-0303
Seth Liston	1007 Sycamore Drive	375-2138	369-4236
Jacob Davis	301 Court Street		369-6244

Under emergency conditions, personnel will be permitted to be on duty a maximum of 12 consecutive hours. Should heavy snow conditions limit snow operations to heavy equipment, the Public Works Department will operate on two eight hour shifts or longer as needed to keep up.

B. Public Works Equipment and Operators

<u>Unit No.</u>	<u>Vehicle</u>	<u>Operator</u>
120	4WD Pickup w/plow	Todd Hoeman
122	Ford Truck Plow	Ben Kurpgeweit
127	4WD Pickup w/plow	Jeff Brady
141	Chevy Truck Plow	Casey Junck
143	Freightliner Truck Plow	Lowell Heggemeyer
144	Chevy Liquid De-icer	All
147	Ford Truck Plow	Doug Echtenkamp
153	Chevy Truck Plow	Jason Jorgensen
155	IH Street Sander	All
171	CASE Loader	Earnest Ping
173	JD Loader	Seth Liston
189	Bobcat Skidloader	Jacob Davis

Standby Equipment:

149	Chevy Truck w/ Snow Box	All
180	Bobcat Toolcat	All
194	Fair Snow Blower	Loader

C. City of Wayne Telephone Numbers

Airport - Wayne Air Service.....	375-4664
City Clerk.....	375-1733
City Administrator.....	375-1733
City Building Inspector.....	375-1733
Street Department.....	375-1300
Police Department.....	375-2626
Electric Production.....	375-2866
Electric Distribution.....	375-2896
Transfer Station.....	375-1856
Wastewater Treatment Plant.....	375-5250
Water Department.....	375-5250

D. Emergency Telephone Numbers

Providence Medical Center.....	375-3800
Ambulance.....	375-3800
Emergency.....	911
N.E. Nebraska Medical Clinic PC.....	375-1600
Wayne County Sheriff's Office.....	375-1911
Wayne Police Department.....	375-2626
Emergency.....	911
Nebraska Department of Roads - Wayne Dist.....	375-7070
Wayne County Roads - District One.....	375-3233
Wayne County Roads - County Clerk.....	375-2288
Wayne County Public Power District.....	375-1360

E. Utility Company Telephone Numbers

Utility Companies

Wayne Power Plant	
Municipal Light & Power.....	375-2866
Electric Distribution.....	375-2896
Wayne County Public Power	
Rural Light & Power.....	375-1360
Black Hills Energy Natural Gas.....	1-800-694-8989
Qwest	
Buried Cable.....	1-800-833-0825
American Broadband.....	375-1120

3. STORM WARNING AND ALERTING PROCEDURES

During the initial stages of a winter storm, the Public Works Department relies heavily upon the patrolling portion of the Police Department for road condition reports. The procedure for relay of information in the early stages of a storm is as follows:

- A. Officers on patrol report the development of hazardous driving conditions to the Communication Center.
- B. The Communication Center relays those reports to the Street Foreman.
- C. The Street Foreman reviews the street conditions to determine whether or not to plow snow.

In the event that snow accumulates or hazardous driving conditions develop during the period of time that the Public Works Department personnel are not working, the Communication Center shall advise the Street Foreman of those conditions.

The Street & Planning Director will maintain contact with the National Weather Service, the Wayne County Emergency Manager, and other agencies to receive weather reports.

4. CHEMICAL-ABRASIVE SPREADING

When determined by the Public Works Department that storm conditions warrant the use of abrasives and chemicals to provide safe travel conditions, the following concentration will be used:

4:1 sand gravel to rock salt or M100 liquid de-icer

The selected concentration will be based on existing and forecasted weather conditions.

The locations for application will be determined as the storm progresses but will generally include intersections and steep grades. Stop and yield sign locations are a priority.

Newly constructed Portland cement concrete roadways will not be treated rock salt for a period of one year.

5. SNOW PLOWING

A. General Instructions

Snow plowing operations will consist of two passes on each side of each street to move the snow to the face of curb on urban streets. Every effort will be made to limit the plowing to these two rounds to minimize inconvenience to property owners.

Each snow plow operator is responsible for his personal safety as well as that of the motoring public and his equipment. With that in mind, the forward speed of the snow plows shall not exceed 20 M.P.H. unless conditions unquestionably warrant

Snow plow operators will not clear private driveways. The snow placed in driveways by snow plows is the responsibility of the property owner to remove. Snow from a private driveway may not be placed on a City street.

It is strictly forbidden for a City plow to clear snow or ice from private property unless it must be done to allow emergency vehicles access to private property for ambulance, fire, or police calls. The Chief of Police shall be notified of an emergency. He will notify the Street Foreman.

Every attempt will be made by the snow plow operator to clean snow adjacent to mail boxes to allow rural type mail delivery. The snow will only be cleaned, as much as possible, from curb line to curb line. The adjacent property owner is responsible for any other snow cleaning efforts. The City will not be responsible for damage to mail boxes unless they were properly constructed and run over by snow plows.

A properly constructed mailbox shall be as follows:

1. Height: 42 inches from the roadway surface to the bottom of the box.
2. Lateral offset: The post is to be set back from the back of curb with the box cantilevered over the face of the post. No part of the box is to extend within 6 inches of the back of curb.

B. Emergency Snow Plowing System

Plowing emergency routes have been established to provide for an integrated network of arterial and collector streets to be kept open on an emergency basis. This is considered the minimum network of arterial and collector streets to provide a transportation system connecting the hospital, fire and police station, and ambulance service.

Emergency routes will be kept open during storms whenever possible. All available equipment will be committed to the emergency routes during a storm.

C. Emergency Snow Plowing Routes

Highway 15	South City Limits to 21st Street
Highway 35	Pheasant Run to Industrial Drive
Providence Road	E. 7 th Street to 14 th Street
E. 14 th Street	Providence Road to Centennial Road
Centennial Road	E. 14 th Street to E. 7 th Street
Summerfield Drive	Centennial Road to Industrial Drive
Industrial Drive	Summerfield Drive to E. 7 th Street
Logan Street	Fairground Avenue to E. 7 th Street
Fairground Avenue	Main Street to S. Nebraska Street
Clark Street	Main Street to S. Pearl Street
Pearl Street	Clark Street to W. 7 th Street
1st Street	Main Street to Pheasant Run via Grainland Road
3rd Street	Main Street to Oak Drive
Oak Drive	W. 3 rd Street to W. 7 th Street
4th Street	Main Street to Dearborn Street
10th Street	Main Street to Providence Road

Sherman Street	W. 7 th Street to W. 11 th Street
W. 11 th Street	Main Street to Sherman Street
Dearborn Street	East 4 th Street to E. 7 th Street
Tomar Drive	E. 7 th Street to Fire Hall and around Fire Hall

D. Central Business District

Immediately after a snow storm or during a storm when it is extended:

1. Windrow Snow on:

Main Street	-	Clark Street to 7 th Street
1st Street	-	Main Street to Pearl Street
2nd Street	-	Logan Street to Pearl Street
3rd Street	-	Logan Street to Pearl Street
Logan Street	-	1 st Street to 3 rd Street
Pearl Street	-	1 st Street to 3 rd Street

2. Stock Pile Snow:

Fire Hall Driveways
City Hall Parking Lot
Library/Senior Center
CAC Parking Lot

6. SNOW HAULING

A. General Instructions

Snow hauling will commence as soon as possible following the clearing of streets. The removal will usually begin at 8:00 A.M. and continue through completion.

B. Snow Hauling Locations

Central Business District

Main Street from Clark Street to 7th Street

1st Street from Main Street to Pearl Street

2nd Street from Logan Street to Pearl Street

3rd Street from Logan Street to Pearl Street

Logan Street from 1st Street to 3rd Street

Alleys

All City owned Central Business District alleys both East and West

Parking Lots

City Hall

Fire Hall

Library/Senior Center

CAC

Terrace Parking

Pearl Street East Side from First Street to Third Street

City Hall South side

City Auditorium North side

C. Snow Hauling Storage Locations

Central Business District:

Transfer Station Road	Industrial Road South Windom to Fairgrounds
Summer Sports Complex	South Dearborn Street
Swimming Pool Parking Lot	W. 13 th & Lincoln Street
Victor Park	South Main Street

Emergency Areas:

Brush Site	Industrial Drive - East side of street
------------	---

7. SPECIAL AND MISCELLANEOUS ASSIGNMENTS

A. Sidewalks

All locations listed below are the maintenance responsibility of the City and have been assigned to the Public Works Department.

Fire Station overhead doors

All City owned sidewalks and the trail system

Sidewalks along 7th Street as directed by City Council

B. Alleys

All alley crossings in Central Business District

All residential alleys

8. COMPLAINT PROCEDURE

All complaints regarding snow removal and ice control shall be entered onto the Complaint Log and forwarded to the Street & Planning Director for disposition. A completed copy will be sent to the central file and the City Administrator.

A. COMPLAINT LOG

Complainant _____ Received By _____

Address _____ Date _____

_____ Time _____

Phone _____

Public Works

- ___ Sanitary Sewer
- ___ Signs/Signals
- ___ Storm Sewer
- ___ Trees
- ___ Roadway
- ___ Snow & Ice
- ___ Sidewalks
- ___ Water
- ___ Weeds
- _____

Administrator

Police

- ___ Traffic Problem
- ___ Animals
- ___ Disturbing Peace
- ___ Abandoned Vehicle
- ___ Snow Removal
- ___ Defacing Property
- ___ Rubbish
- _____

Planning

- ___ Zoning
- ___ Building Permit
- _____

Parks & Recreation

- ___ Parks
- ___ Rec. Center
- ___ Golf Course
- _____

City Clerk

___ Water & Sewer

Billing

- ___ CAT
- ___ Insurance
- _____

Nature of Complaint _____

Disposition _____

(Reserved for Office Use) _____

Note: Return to "Received By" prior to filing.

9. **WAYNE MUNICIPAL CODES**

Streets

78-118 Snow Removal and Street Cleaning

The City Administrator or his or her designate, or any member of the Department of Public Works, and/or the Chief of Police, or any member of the Police Department shall have the authority to move parked vehicles whenever such vehicles interfere with snow removal or street cleaning operations on the streets of the city.

Sec. 78-237. Streets; kept clean.

It shall be unlawful for any person to place, throw or put upon any street, alley, sidewalk or any public place any snow, ice, dirt, rubbish, refuse, or material of any kind or nature unless otherwise permitted by the ordinances of the city.

Snow Plow Alert

Sec. 78-281. Definitions.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CITY ADMINISTRATOR or **DESIGNATE**. The person authorized by the Council to enforce this subchapter.

ROADWAY. The portion of a street or highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

Sec. 78-282. Parking on city streets.

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

(B) Once in effect, a prohibition under this section shall remain in effect until terminated by announcement of the City Administrator or designate in accordance with this subchapter. While the prohibition is in effect, no person shall park or allow to remain parked any vehicle on any portion of a city street to which it applies. This prohibition shall remain in effect for the duration of the storm and/or until removed.

Sec. 78-283. Stalled vehicle on city street.

Whenever a vehicle becomes stalled for any reason, whether or not in violation of this article, or on any part of a city street on which there is a covering of snow, sleet or ice, upon which there is a parking prohibition in effect, the person operating such vehicle shall take immediate action to have the vehicle towed or pushed off the roadway of such street, or onto the public space portion of a nearby driveway. No person shall abandon or leave his vehicle in the roadway of a street except for the purpose of securing assistance during the actual time necessary to go to a place of assistance and return without delay.

Sec. 78-284. Declarations of director.

The City Administrator or designate shall cause each declaration by him or her pursuant to this subchapter to be publicly announced by means of broadcast or telecast, from stations with a normal operating range covering the city or by cable television; and he or she may cause such declaration to be further announced in the newspapers of general circulation when feasible. Each announcement shall describe the action taken by the City Administrator or designate, including the time it became or will become effective, and shall specify the streets or areas affected. A parking prohibition declared by the City Administrator or designate shall not go into effect until at least three hours after it has been announced, at least five times, between 6:00 a.m. and 10:00 p.m., in accordance with this section.

Sec. 78-285. Termination of parking prohibition by the director.

Whenever the City Administrator or designate shall find that some or all of the conditions which give rise to a parking prohibition in effect pursuant to this subchapter no longer exists, he or she may declare the prohibition terminated, in whole or in part, in a manner prescribed by this subchapter, effective immediately upon announcement.

Sec. 78-286. Provisions temporarily effective to take precedence.

Any provision of this subchapter which becomes effective by declaration of the City Administrator or designate or upon the occurrence of certain weather conditions shall, while temporarily in effect, take precedence over other conflicting provisions or law normally in effect; except that, it shall not take precedence over provisions of law relating to traffic accidents, emergency travel of authorized emergency vehicles or emergency traffic directions by a police officer.

Sec. 78-287. Removal, impounding, return of vehicles.

(A) City employees are authorized to remove or have removed a vehicle from a street to the nearest garage or other place of safety, including

another place on a street, or to a garage designated or maintained by the Police Department when:

(1) The vehicle is parked on a part of a street on which a parking prohibition is in effect pursuant to this subchapter;

(2) The vehicle is stalled on a part of a street on which there is a covering of snow, sleet or ice on which there is a parking prohibition in effect pursuant to this subchapter and the person who was operating such vehicle does not appear to be removing it in accordance with the provisions of this subchapter; or

(3) The vehicle is parked in violation of any parking ordinance or provisions of law and is interfering or about to interfere with snow removal operations.

(B) Whenever an officer or employee removes or has removed a vehicle from a street as authorized in this section and the officer knows or is able to ascertain from the registration records in the vehicle the name and address of the owner, such officer shall give or cause to be given notice to such owner of the fact of such removal and the reasons for removal and of the place to which such vehicle has been removed.

(C) No person shall recover any vehicle removed in accordance with this section, except as provided in this division (C). Before the owner or person in charge of such vehicle shall be allowed to recover it from the place where it has been placed or impounded, he or she shall present to a member of the Police Department evidence of his or her identity and right to possession of the vehicle, and shall sign a receipt for its return, shall pay the cost of impound, shall pay any cost of storage accrued and shall pay any issued and outstanding parking ticket.

(D) It shall be the duty of the Police Department to keep a record of each vehicle removed in accordance with this section. The records shall include:

(1) A description of the vehicle;

(2) Its license number;

(3) The date and time of its removal;

(4) Where it was removed from;

(5) Its location;

(6) The name and address of its owner and last operator, if known;

(7) Its final disposition; and

(8) The parking violation involved.

(E) This section shall be supplemental to any other provisions of law granting members of the Police Department authority to remove vehicles.

Sidewalks

91.026 Kept Clean

(A) *Generally.* It shall be unlawful for any person, business, association, corporation or organization of any kind, who owns, occupies, leases or controls any property within the corporate city limits upon which a sidewalk has been constructed to allow an accumulation of snow, or ice, dirt, or rock, or gravel on said sidewalk abutting said property at any time. In the event of a snow or ice storm said sidewalks shall be cleaned of snow and ice 24 hours after the city completes snow removal of the street adjacent to said sidewalk. Placing snow removed from sidewalks onto the paved portion of any municipal street is prohibited.

(B) *Exceptions.*

(1) In locations where the street surface between the curbs exceeds 40 feet and where the improvements on any such abutting property are located so as to leave the owner nowhere else to place the removed snow; in this exception, the snow or ice needs to be removed within 12 hours of any snowfall necessitating the City Street Department to remove said snow from the public streets, and such snow or ice will be placed on the paved street more than one foot from the curb line. In such locations, any area between the sidewalk and the street which has been improved with pavement or pavers and that is not used for parking, shall be consider to be part of the sidewalk.

(2) (a) If, after proper notice is given, the tenant or property owner, whichever is applicable, fails to remove said snow, or ice, dirt, or rock, or gravel, the city shall cause the removal of said snow, or ice, dirt, or rock, or gravel within three days of the property being posted, or the tenant or owner being personally served, or within five days of such notice being mailed by first class mail. The tenant or property owner will be billed for the costs incurred to remove said snow, or ice, dirt, or rock, or gravel.

(b) If the costs are not paid within two months, the City Clerk shall cause a lien to be placed upon the property in the form of a special assessment.

10. VEHICLE REMOVAL PROCEDURE

The vehicle removal procedure will be as follows:

1. Each snow plow operator will notify by radio the Police Communications Center of any vehicle which needs to be removed. The snow plow operator will continue on with his plowing operations in the immediate area.
2. The Police Department will immediately attempt to notify the owner of the vehicle to have it moved. If contact cannot be made with the owner to move the vehicle the Police Department will then notify the appropriate towing services and will stand ready to tow and ticket any vehicle in violation of the above written ordinance.
3. The Police Department and tow truck will be dispatched to the location of the illegally parked vehicle and ticket and tow such vehicle.
4. The snow plow operator will then return to the location and plow the snow back to the face of the curb.
5. The only exception will be that if a vehicle is blocking the street, making it impossible to plow around it, the Police will notify a tow truck immediately for removal day or night.

11. EQUIPMENT RENTAL SPECIFICATIONS

A. GENERAL:

The Contractor shall furnish one or more pieces of operated equipment to include operator, maintenance, insurance, fuel and oil. Hauling shall meet all requirements necessary for safe efficient operation, day or night, under all conditions as determined by Public Works supervisory personnel.

B. TRUCK REQUIREMENTS:

Rental equipment provided under terms of these specifications shall comply with the following requirements:

1. Trucks shall be of the dump type with power hoist. In instances where conditions warrant side dump semi-trailers will be allowed.
2. Trucks shall have a minimum capacity of eleven (11) cubic yards when measured level including rigid type sideboards, and excluding hoist wells. During operation, loads will be heaped, although truck bodies are measured level for bid purposes.
3. Trucks shall have adequate power and traction to operate efficiently on the streets, under the plow and in the snow dumps, and will be equipped with tire chains, if necessary. Tandem axle trucks shall have power to both rear axles.
4. Cabs, cab guards, tailgates and all truck components shall be low enough to pass under and operate under the rotary snow plow chutes.

C. OPERATOR REQUIREMENTS:

The Contractor shall furnish experienced, competent operators with sufficient knowledge of Wayne streets to follow routing instructions and/or maps and work with other snow equipment. All operators shall be properly licensed.

APPENDIX

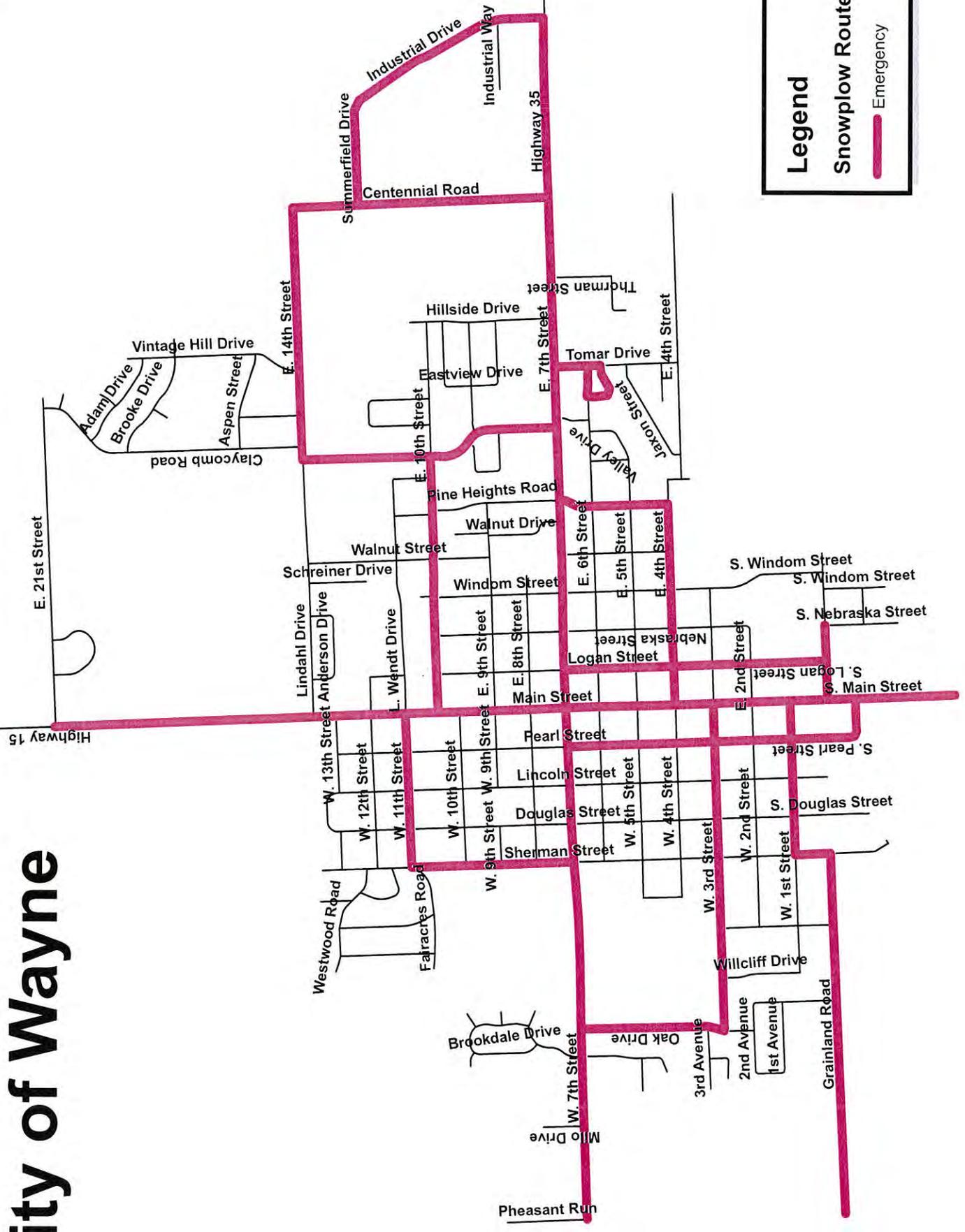


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Snowplow Routes

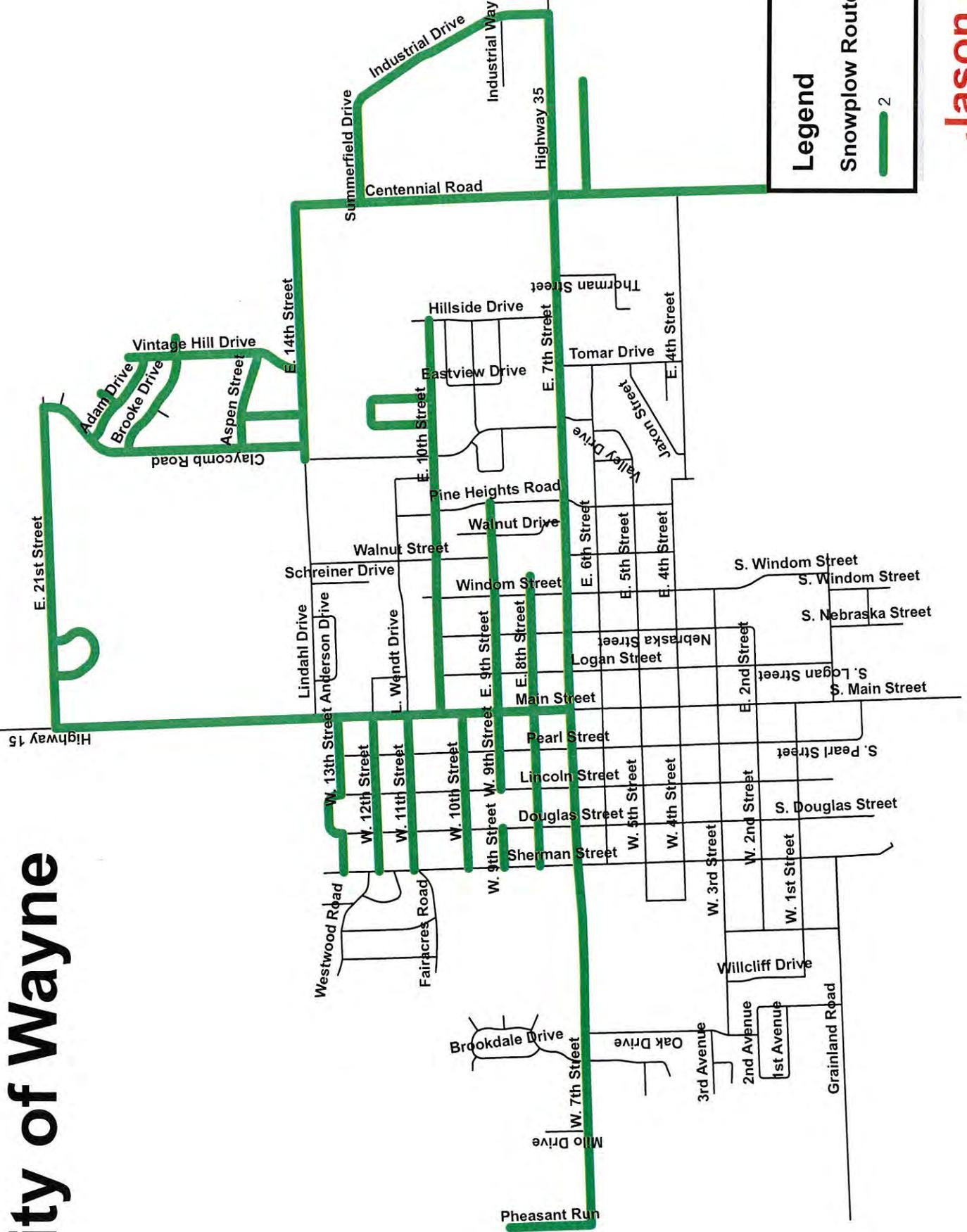
Emergency

City of Wayne





City of Wayne

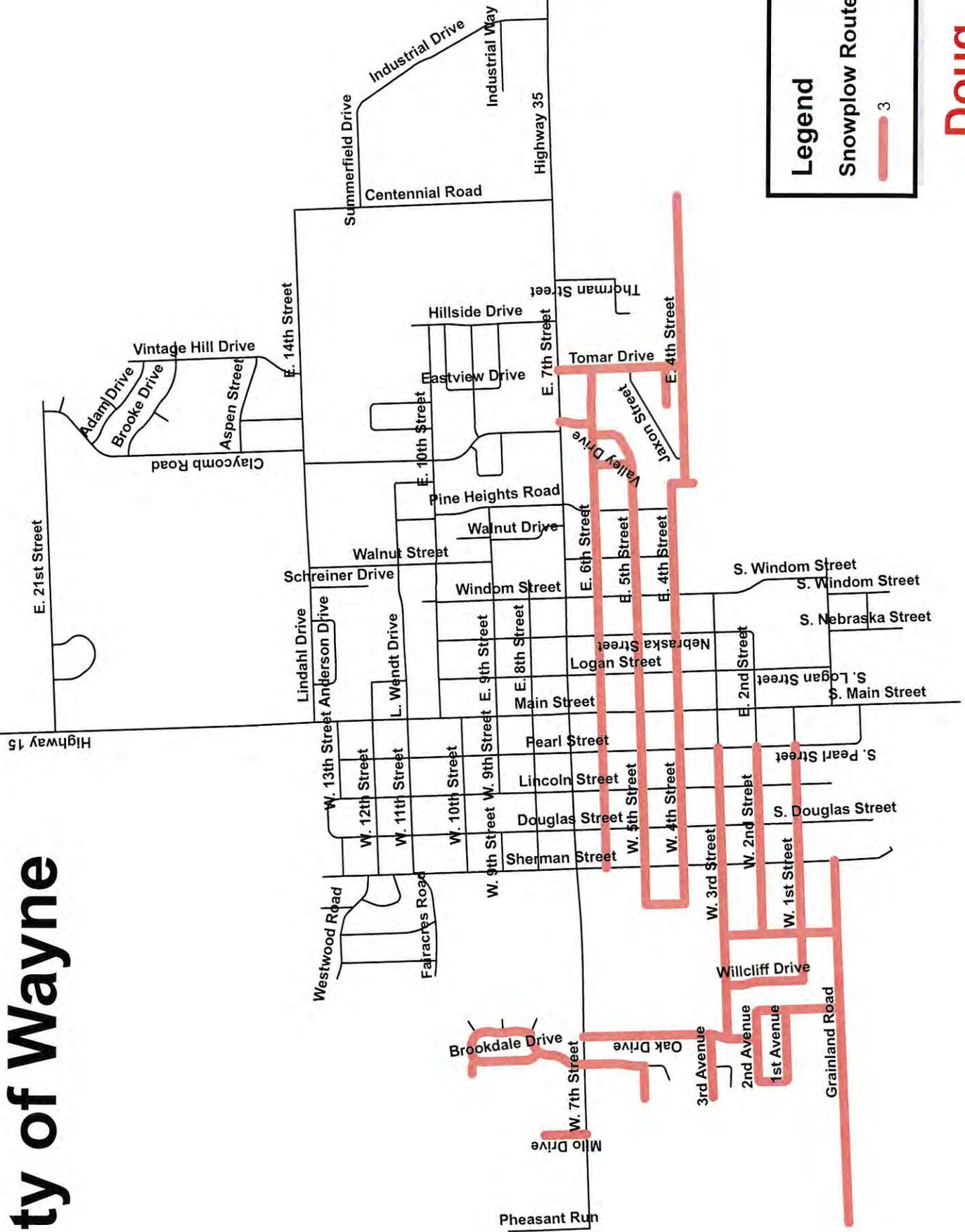


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Snowplow Routes
2

Jason



City of Wayne



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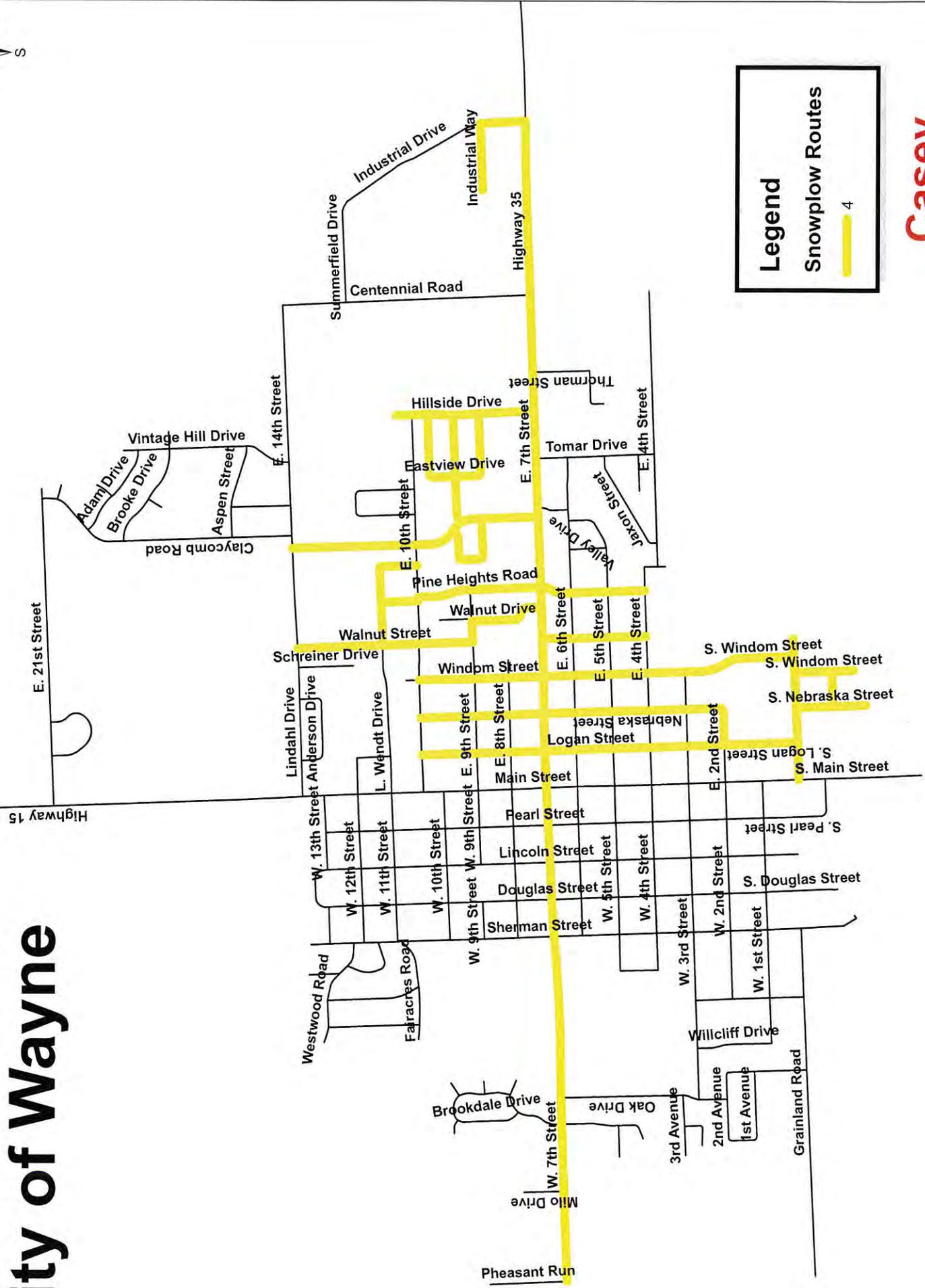
Snowplow Routes

3

Doug



City of Wayne



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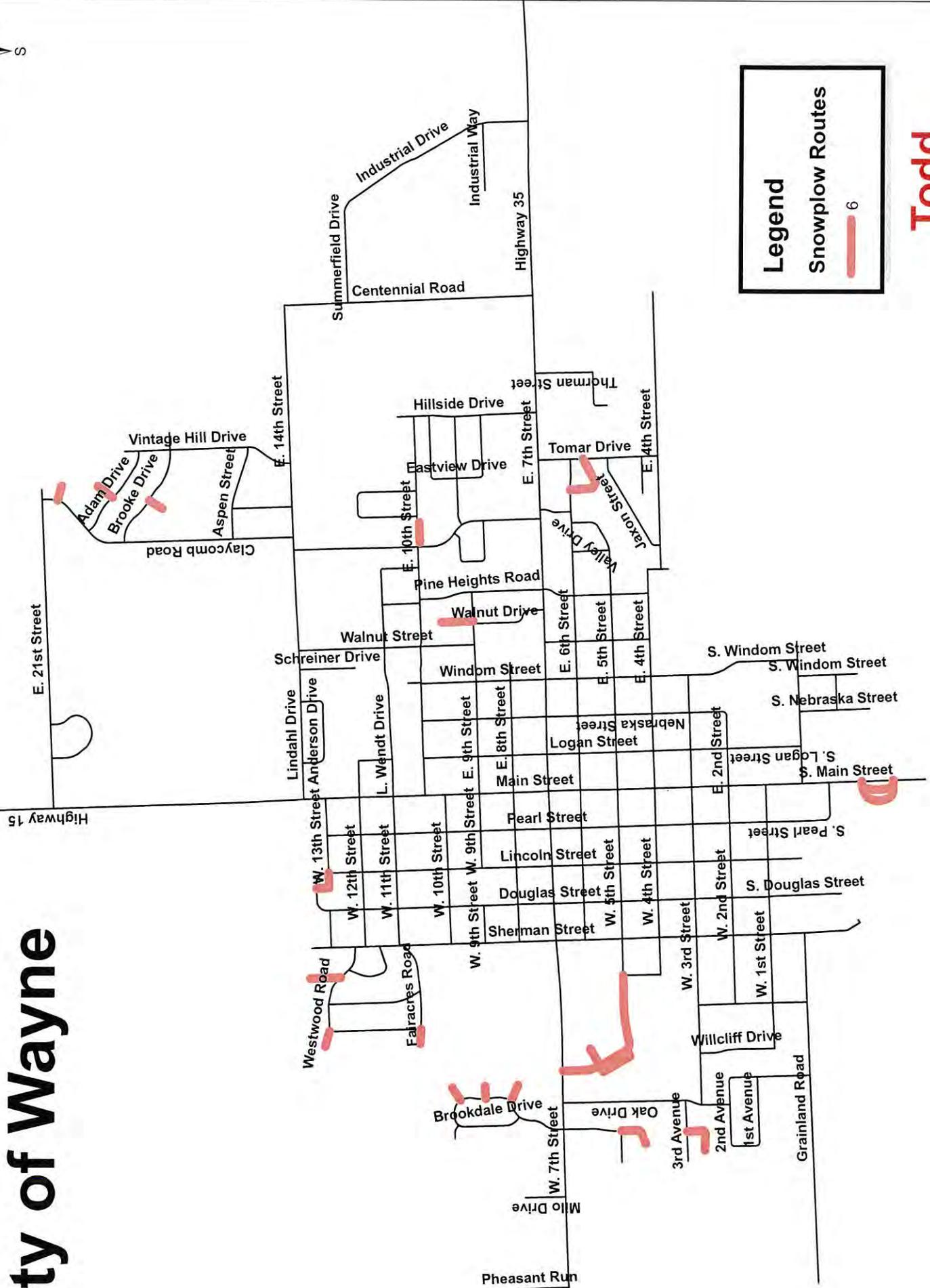
Snowplow Routes

4

Casey



City of Wayne



Legend

Snowplow Routes

6

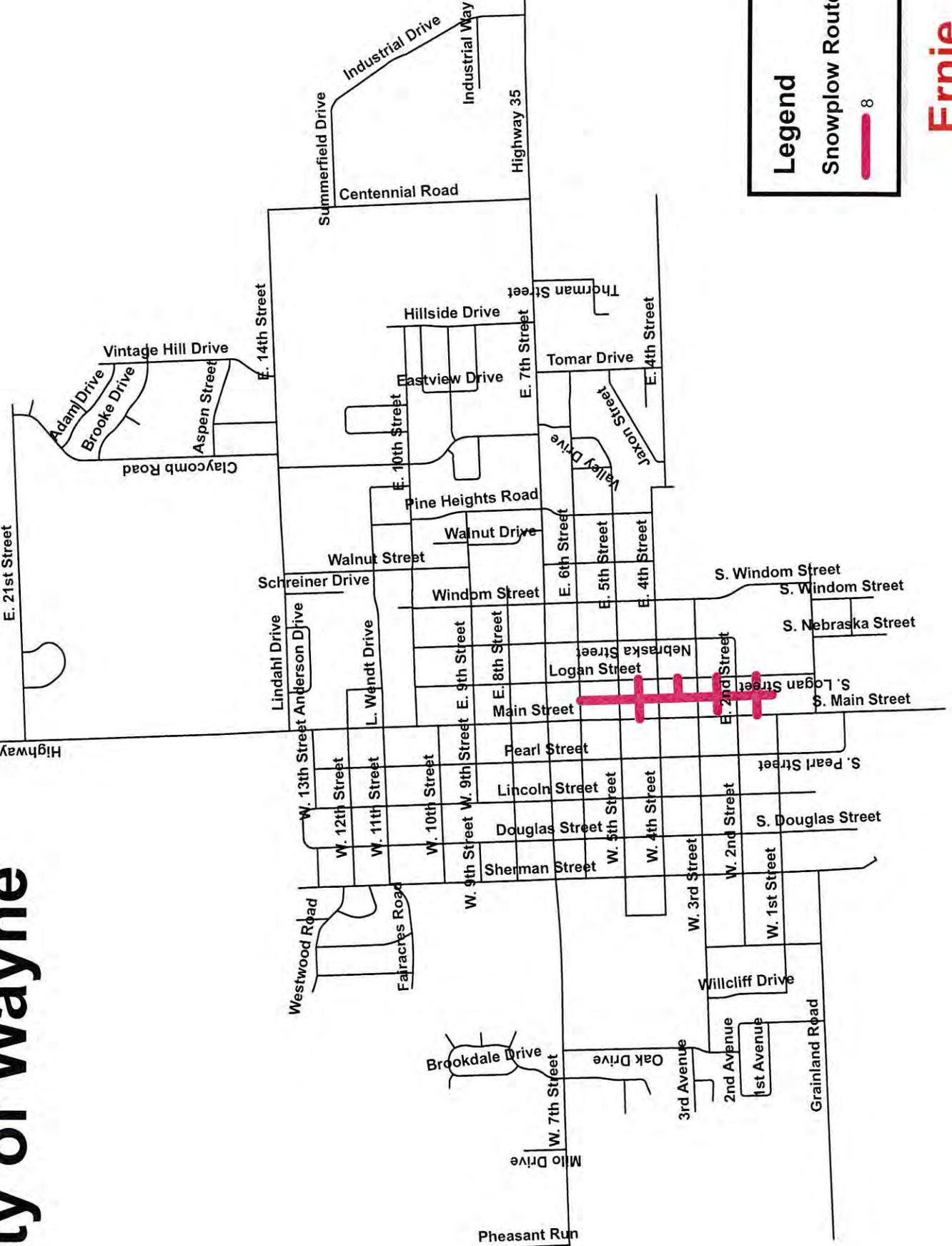
Todd



City of Wayne

Highway 15

E. 21st Street



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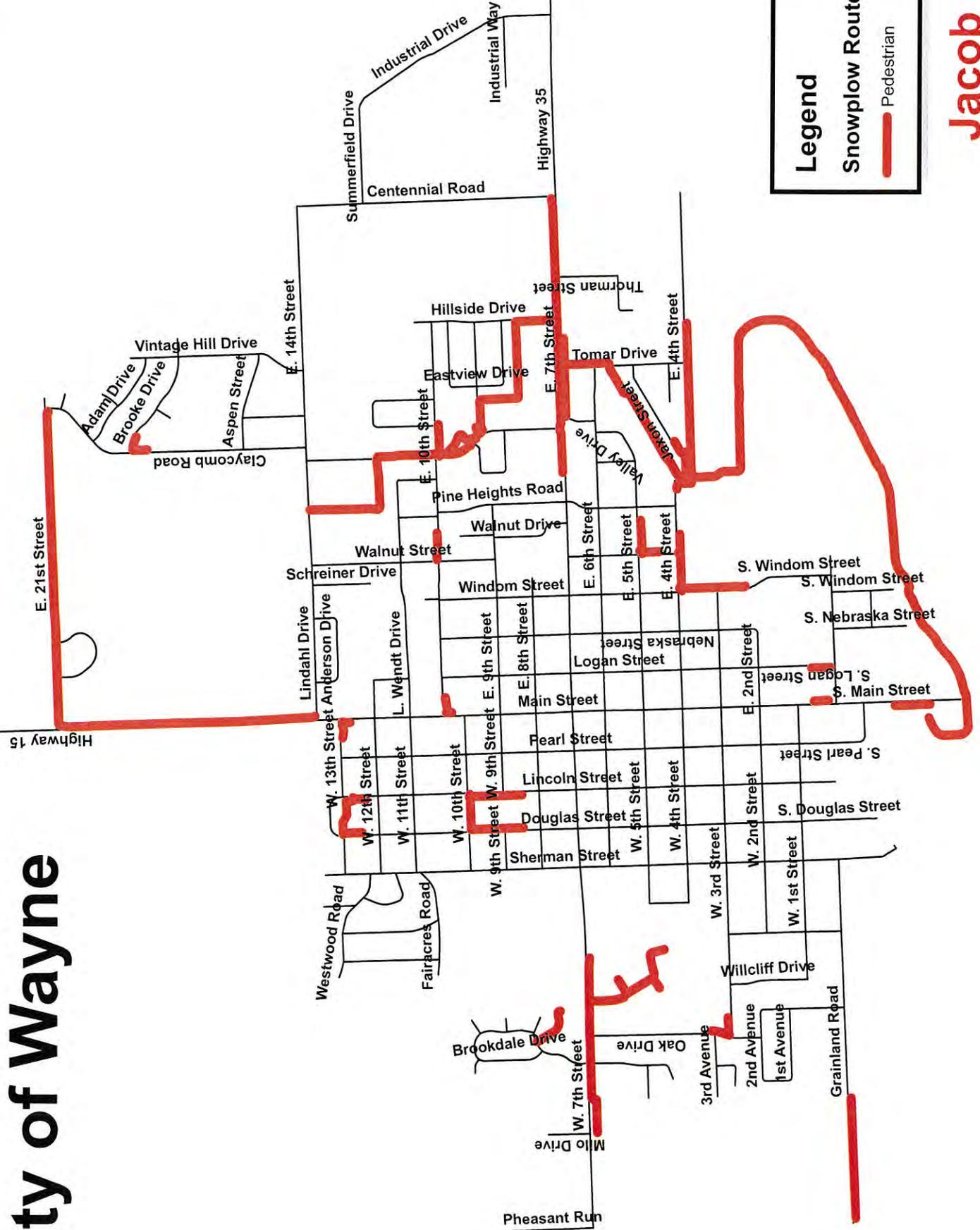
Snowplow Routes

8

Ernie



City of Wayne

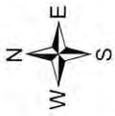


Legend

Snowplow Routes

— Pedestrian

Jacob

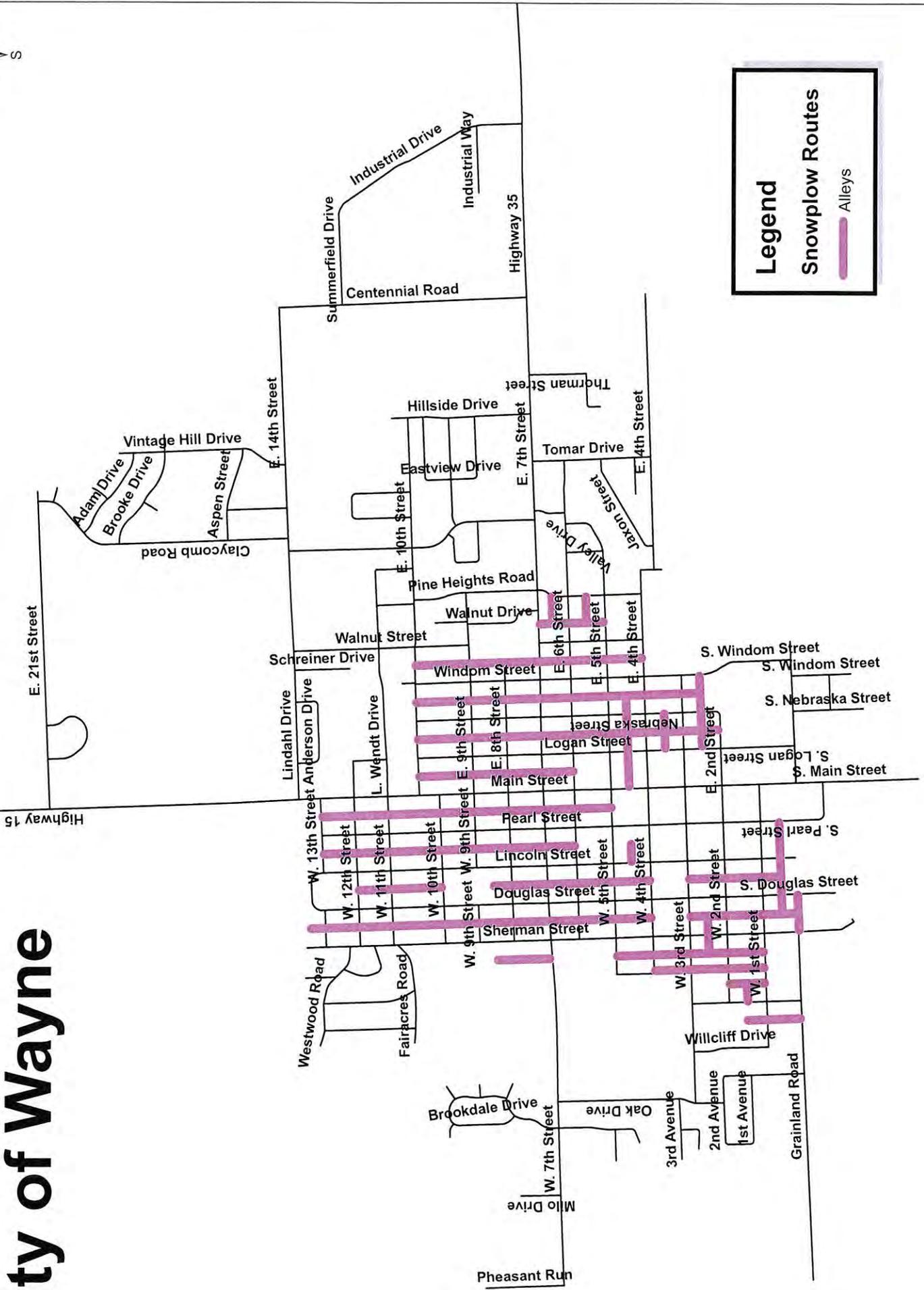


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Snowplow Routes

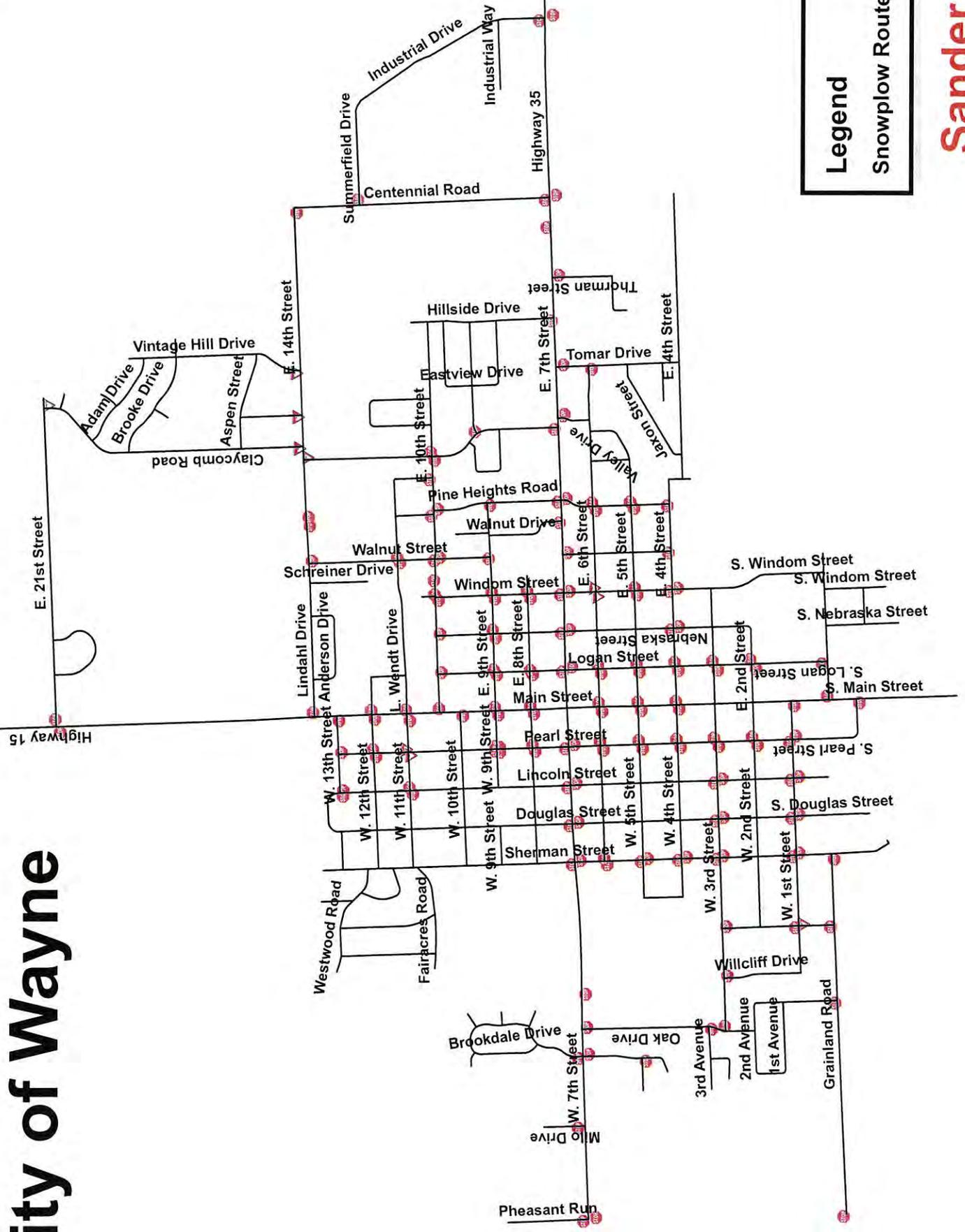
Alleys

City of Wayne





City of Wayne



Legend
Snowplow Routes

Sander

[Back to Top](#)

RESOLUTION NO. 2018-69

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 16-CD-208 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 4th day of December, 2018.

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-208
[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 → 570 persons, of whom 355 (62.28%) 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 **Four Hundred Seventy-Five Thousand Dollars (\$475,000)**.

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 **Ten Thousand Dollars (\$10,000)** of CDBG funds may be used for approved construction management administrative expenses.

The CDBG funds granted to the Grantee must be used to fund the Project as detailed in the Application. The Project generally involves implementing a comprehensive predevelopment plan that will improve specified low- to moderate-income residential neighborhoods in Wayne, Nebraska.

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 twenty-four (24) months from November 14, 2018; therefore, the termination date of this contract will be November 14, 2020. 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 14, 2019. 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 Department's Administration Manual contains additional detail about affirmatively furthering fair housing.

§2.08 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.

§2.09 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.

§2.10 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. The requirement to submit documentation demonstrating the LEP services provided need not be submitted within the time frame for completion of the special conditions, but 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	\$430,000	\$198,340	\$628,340
0250 Water/Sewer	\$0	\$16,660	\$16,660
0380 Construction Management	\$10,000	\$0	\$10,000
0181 General Administration	\$35,000	\$0	\$35,000
TOTAL	\$475,000	\$215,000	\$690,000

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity 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 to expend during the period covered by this contract, leveraged funds for the Project, in the amounts as set forth in the Application at *Part II Funding Summary* of the Application and formalized in Part II of this contract. In this context, "leveraged funds" means all funds shown in *Part II Funding Summary* of the Application and formalized in Part II of this contract as to be expended on the Project as a whole, with the exception of the 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 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.

§4.06 Record Keeping.

The Grantee agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG Program; (3) records detailing procurement procedures followed by Grantee; (4) 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.

§4.07 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.

§4.08 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.

§4.09 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.

§4.10 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.

§4.11 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.

§4.12 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.

§4.13 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.

§4.14 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).

§4.15 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.

§4.16 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.

§4.17 Waivers and Assignment of Interest.

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.

§4.18 Non-Waiver of Rights.

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.

§4.19 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.

§4.20 Early Termination; 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.

§4.21 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.

§4.22 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.

§4.23 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.

§4.24 Entire Agreement; Binding Effect; Counterparts.

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.

§4.25 Governing Law.

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

§4.26 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.

§4.27 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.

§4.28 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.

§4.29 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.

§4.30 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.

§4.31 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.

§4.32 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.

<p>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</p> <p>By: _____ (Director or Designee)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>	<p>GRANTEE → Wayne, Nebraska</p> <p>By: _____ (Authorized Official)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>
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RESOLUTION NO. 2018-70

A RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH THE VILLAGE OF CARROLL, NEBRASKA, FOR BUILDING INSPECTION SERVICES (2019).

WHEREAS, the City of Wayne, Nebraska, is desirous to enter into an Interlocal Agreement with the Village of Carroll, Nebraska, for building inspection services; and

WHEREAS, the City of Wayne, Nebraska, is agreeable to entering into an Interlocal Agreement with the Village of Carroll to provide said services as provided therein.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement with the Village of Carroll, Nebraska, a copy of which is attached hereto, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this 4th day of December, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**INTERLOCAL AGREEMENT
FOR BUILDING INSPECTION SERVICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Wayne, Nebraska, a Municipal Corporation, hereinafter referred to as "WAYNE," and the Village of Carroll, Nebraska, a Municipal Corporation, hereinafter referred to as "CARROLL," WITNESSETH:

WHEREAS, WAYNE presently maintains and provides building inspection services in the City of Wayne and its extraterritorial jurisdiction; and

WHEREAS, CARROLL is desirous of entering into an interlocal agreement whereby WAYNE provides to CARROLL such building inspection services on a contract basis; and
CARROLL; and

WHEREAS, WAYNE and CARROLL are desirous of entering into an Agreement pursuant to the Nebraska Interlocal Cooperation Act (Nebr. Rev. Stat. §§ 13-801 through 13-827) as the same may from time to time be amended, for the purposes of describing the terms and conditions under which WAYNE will provide building inspection services to CARROLL;

NOW THEREFORE, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. DURATION. The term of this Agreement shall commence on the date of its execution and continue until terminated as set forth herein.

2. COMPENSATION. CARROLL agrees to compensate WAYNE for building inspection services as billed by WAYNE following jobs actually performed. WAYNE shall bill CARROLL at the rate of 1.5 times the hourly rate for the inspector(s) actually performing the inspection services plus mileage per mile traveled to conduct such inspection services at the current reimbursement rate for mileage paid by WAYNE.

3. INSPECTIONS. As soon as practicable after receiving notification from CARROLL of the need for specific inspection jobs, WAYNE shall inspect maintenance and property code violations and such other jobs as CARROLL may request. The inspection territory under this Agreement shall be limited to within the city limits of CARROLL, Nebraska, as well as within the extraterritorial zoning jurisdiction outside such city limits.

4. REPORTING. Following inspection jobs performed by WAYNE, WAYNE shall report back to CARROLL with its findings on specific jobs. All inspections and reporting shall be based on, and pursuant to, the International Property Maintenance Code, 2012 Edition, published by the International Code Council, Inc. which has been

adopted by WAYNE and shall be adopted by CARROLL with such modifications as WAYNE has made prior to the execution of this Agreement. If WAYNE adopts future revisions or editions of this code, CARROLL shall also adopt the same revisions or edition, as nearly as possible considering the statutory differences between the respective parties.

5. INSURANCE/INDEMNIFICATION/HOLD HARMLESS. CARROLL agrees to name WAYNE as an additional insured on its general liability insurance policy having liability limits of not less than \$1,000,000.00 per occurrence or a \$2,000,000.00 aggregate and agrees to provide to WAYNE a certificate of insurance evidencing compliance with this provision. CARROLL also agrees to indemnify and hold WAYNE harmless from any claims against WAYNE that result from any error or omission of WAYNE in performing the inspections provided pursuant to the terms of this Agreement.

6. TERMINATION. Either party may terminate this Agreement at any time within thirty (30) days after delivering written notice to the other party.

7. NO SEPARATE ENTITY. This Interlocal Agreement does not create a new or separate legal entity and its powers are limited to those granted by this Interlocal Agreement and by the provisions of the Nebraska Interlocal Cooperation Act. For purposes of this Agreement, WAYNE shall be considered the administrator of this Agreement pursuant to Neb. Rev. Stat. § 13-801 et seq.

8. NO PROPERTY. There shall be no property acquired pursuant to this Agreement.

9. TAXATION. As a result of this Agreement, no tax authorized under *Nebraska Revised Statutes* Sections 13-318 to 13-326 or 13-2813 to 13-2816 shall be levied or collected.

10. HEADINGS. Headings in this Interlocal Agreement are for convenience only and shall not be used to interpret or construe its provisions.

11. GOVERNING LAW. The agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement in duplicate the day and year first above written. This Agreement may be executed in counterparts. Each such counterpart, executed in duplicate, shall be deemed an original hereof and all such executed counterparts shall together be one and the same instrument.

CITY OF WAYNE, NEBRASKA,
A Municipal Corporation

ATTEST:

By _____
Cale Giese, Mayor

Betty A. McGuire, City Clerk

Approved as to form: _____
City Attorney

VILLAGE OF CARROLL, NEBRASKA,
A Municipal Corporation,

ATTEST:

By _____
_____, Board
Chair

_____, Village Clerk



Change Order No. 5

Date of Issuance: November 19, 2018 Effective Date: November 19, 2018
 Owner: City of Wayne Owner's Contract No.:
 Contractor: Woehler & Sons Contractor's Project No.:
 Engineer: Advanced Consulting Engineering Services Engineer's Project No.: 617-022
 Project: 2nd Street Storm Sewer Improvements Contract Name:

The Contract is modified as follows upon execution of this Change Order:
 Description: Reconcile estimated quantities with as-built quantities.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>384,910.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>27,867.50</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>412,777.50</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Increase of this Change Order: \$ <u>18,250.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>431,027.50</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

By: <u>[Signature]</u> Title: <u>President</u> Date: <u>11/19/2018</u>	RECOMMENDED:	By: _____ Title: _____ Date: _____	ACCEPTED:	By: <u>[Signature]</u> Title: <u>Secretary</u> Date: <u>11/19/18</u>	ACCEPTED:
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)



Contractor's Application For Payment No. FINAL

To (Owner):	City of Wayne	Application Period:	November 27, 2018
Project:	2nd Street Storm Sewer Imp	From (Contractor):	Woehler & Sons
Owner's Contract No.:		Contract:	
APPLICATION FOR PAYMENT		Contractor's Project No.:	617-022
		Engineer's Project No.:	617-022
		Via (Engineer):	Advanced Consulting Engineering Services
		Application Date:	November 27, 2018

Change Order Summary

Approved Change Order Number	Additions	Deductions	
1	\$19,616.00		
2	\$4,087.50		
3	\$4,164.00		
4	\$18,250.00		
TOTALS	\$46,117.50		\$0.00
NET CHANGE BY CHANGE ORDERS			\$46,117.50

1. ORIGINAL CONTRACT PRICE \$ 384,910.00
2. Net change by Change Orders \$ 46,117.50
3. CURRENT CONTRACT PRICE (Line 1 +/- 2) \$ 431,027.50
4. TOTAL COMPLETED AND STORED TO DATE \$ 431,027.50
(Column F on Progress Estimate)
5. RETAINAGE:

a. 0.00%	% x \$	431,027.50	Work Completed	\$ -
b.	% x \$		Stored Material	\$ -
c. Total Retainage (Line 5a + Line 5b)				\$ -
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 431,027.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 412,777.50
8. AMOUNT DUE THIS APPLICATION \$ **18,250.00**
9. BALANCE TO FINISH, PLUS RETAINAGE \$ -
(Column G on Progress Estimate + Line 5 above)

Contractor's Certification

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

Payment of: \$18,250.00 (Date) 11-29-2018

is recommended by: [Signature] (Engineer)

Payment of: \$18,250.00 (Date) _____

is approved by: _____ (Owner)

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

By: [Signature] Date: 11/29/18

PROJECT: CITY OF WAYNE - 2ND STREET STORM SEWER IMPROVEMENTS
 ACES #: 617-022
 CONTRACTOR: WOEHLE & SONS
 PAY APPLICATION #: FINAL
 DATE: NOVEMBER 27, 2018

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED (CONSTRUCTED QUANTITY)			COST TO DATE	CHANGE ORDER #4 TO BRING ESTIMATED QUANTITIES IN LINE WITH FINAL QUANTITIES	
						FROM PREVIOUS APPLICATIONS	THIS PERIOD	COMPLETED TO DATE (QTY)			
1	36" RCP CLASS III STORM SEWER	871	L.F.	\$110.00	\$95,810.00	903			\$99,330.00	32.00	\$3,520.00
2	18" RCP CLASS III STORM SEWER	112	L.F.	\$55.00	\$6,160.00	104			\$5,720.00	-8.00	(\$440.00)
3	8" OPEN THROAT INLET	1	EACH	\$6,500.00	\$6,500.00	1			\$6,500.00	0.00	\$0.00
4	CONSTRUCT JUNCTION BOX TYPE "A"	6	EACH	\$4,500.00	\$27,000.00	6			\$27,000.00	0.00	\$0.00
5	CONSTRUCT JUNCTION BOX TYPE "B"	1	EACH	\$5,000.00	\$5,000.00	1			\$5,000.00	0.00	\$0.00
6	CONSTRUCT AREA INLET	2	EACH	\$6,000.00	\$12,000.00	2			\$12,000.00	0.00	\$0.00
7	CONNECT TO EXISTING STORM SEWER	10	EACH	\$400.00	\$4,000.00	10			\$4,000.00	0.00	\$0.00
8	CONSTRUCT 8" THICK PC CONCRETE PAVING NDOR TYPE 47B	2112	S.Y.	\$74.00	\$156,288.00	2027.5			\$150,035.00	-84.50	(\$6,253.00)
9	CONSTRUCT BRICK PAVING	463	S.Y.	\$190.00	\$86,970.00	575			\$74,750.00	112.00	\$14,560.00
10	REMOVE EXISTING PAVING	1044	S.Y.	\$5.00	\$5,220.00	2148.6			\$10,743.00	1104.60	\$5,523.00
11	REMOVE BRICK PAVING	441	S.Y.	\$6.00	\$2,646.00	575			\$3,450.00	134.00	\$804.00
12	REMOVE EXISTING RCP	262	L.F.	\$8.00	\$2,096.00	329			\$2,632.00	67.00	\$536.00
13	REMOVE EXISTING JUNCTION BOX	2	EACH	\$500.00	\$1,000.00	2			\$1,000.00	0.00	\$0.00
14	REMOVE EXISTING INLET	2	EACH	\$500.00	\$1,000.00	2			\$1,000.00	0.00	\$0.00
TOTAL BASE BID					\$384,910.00				\$403,160.00		\$18,250.00

CHANGE ORDER #1 MISCELLANEOUS ADDS	
CO 1	CONSTRUCT 10" PCC NDOR TYPE 47B
	83.6 S.Y. \$85.00 \$7,106.00
	ADJUST MANHOLE TO GRADE
	6 EACH \$300.00 \$1,800.00
	6" PCC SIDEWALK
	260 S.F. \$10.00 \$2,600.00
	5" PCC DRIVEWAY & GAS VALVE PAD
	113 S.Y. \$70.00 \$7,910.00
	TOTAL PRICE CHANGE ORDER #1
	\$19,616.00
CHANGE ORDER #2 MISCELLANEOUS ADDS	
CO 2	CONSTRUCT 10" PCC NDOR TYPE 47B
	37.5 S.Y. \$65.00 \$3,187.50
	ADJUST MANHOLE TO GRADE
	3 EACH \$300.00 \$900.00
	TOTAL PRICE CHANGE ORDER #2
	\$4,087.50
CHANGE ORDER #3 MISCELLANEOUS ADDS	
CO 3	INSTALL DEETER 2045 CURB GRATE INLET
	2 EACH \$735.00 \$1,470.00
	LOWER 36" RCP-GET UNDER WATER MAIN
	1 LUMP \$2,694.00 \$2,694.00
	TOTAL PRICE CHANGE ORDER #3
	\$4,164.00
CHANGE ORDER #4 (see above right)	
CO 4	TOTAL PRICE CHANGE ORDER #4
	\$18,250.00

TOTAL CONTRACT PRICE	\$384,910.00
NET CHANGE BY CHANGE ORDERS	\$45,117.50
CURRENT CONTRACT PRICE	\$431,027.50
TOTAL COMPLETED AND STORED TO DATE	\$431,027.50
RETAINAGE	\$0.00
AMOUNT ELIGIBLE FOR PAYMENT	\$431,027.50
LESS PREVIOUS AMOUNT PAID	\$412,777.50
AMOUNT DUE THIS APPLICATION	\$18,250.00
BALANCE TO FINISH (INCLUDING RETAINAGE)	\$0.00