

AGENDA
CITY COUNCIL MEETING
November 20, 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 6, 2018](#)
4. [Approval of Claims](#)
5. [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 \(Advertised Time: 5:30 p.m.\)](#)

Background: Dylan Ellis made a request to amend the zoning text to allow vehicle towing as a permitted conditional use in a B-2 District. The Planning Commission met on November 5th and have forwarded a recommendation of approval with the following conditions:

Vehicle Towing Service

- 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 land owner.
6. [Ordinance 2018-32: Amending Wayne Municipal Code Title XV Land Usage, Chapter 152 Zoning, Section 152.081 — B-2 Central Business District, Subsection \(L\) Permitted Conditional Uses](#)
 7. [Ordinance 2018-29: Amending Wayne Municipal Code Title IX General Regulations, Chapter 91 Streets, Sidewalks and other Public Places, Section 91.026 Kept Clean \(Third and Final Reading\)](#)
 8. [Action on the Nebraska Department of Roads’ Maintenance Agreement \(2019 Renewal\)](#)

Background: The Nebraska Department of Roads sends the same agreement each year to every Nebraska city, town and village that has a NDOR right-of-way through it. Attachment "A" (1st Class Cities) clarifies the duties of the NDOR and the duties of the City for care and maintenance of the highway inside the city limits. In this agreement, we agree 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.

9. Action to select an alternate date for the first Council meeting in January (which falls on New Year's Day) – January 3rd or 4th

Background: Since the first Council meeting in January falls on New Year's Day, an alternate date needs to be selected. Pursuant to City Code, the choices are either the preceding Monday or subsequent Wednesday or Thursday. The assumption above is that you would not want to meet on New Year's Eve.

10. Discussion regarding Council retreat dates
11. Resolution 2018-65: Approving the appointment of Amy K. Miller as City Attorney and the Retainer Agreement

Background: Amy's retainer agreement is up for renewal. This resolution will approve her appointment as City Attorney and also the Retainer Agreement.

12. Action on Pay Estimate No. 5 (Final) for the "2nd Street Storm Sewer Improvement Project" In the amount of \$46,756.75 to Robert Woehler & Sons Construction Company, Inc.
13. Resolution 2018-66: Approving a Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for General Administration of Community Development Block Grant 16-CD-208 - Phase II Year 2
14. Adjourn

**MINUTES
CITY COUNCIL MEETING
November 6, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, November 6, 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, Jennifer Sievers, Terri Buck, Jason Karsky, Matt Eischeid, and Nick Muir; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmember Jon Haase.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 25, 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 Sievers made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of October 16, 2018, and to waive the reading of said minutes. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS:
FISCAL YR 17-18

B.J. SCHONING, SE, -10.00; B.J. SCHONING, SE, 10.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, 3460.00; BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY, SU, -3,460.00; BORDER STATES INDUSTRIES, SU, -409.57; BORDER STATES

INDUSTRIES, SU, 409.57; CROUCH RECREATIONAL DESIGN, SE, 30600.45; CROUCH RECREATIONAL DESIGN, SE, -34000.50; CROUCH RECREATIONAL DESIGN, SE, 34000.50; CITY EMPLOYEE, RE, -119.00; CITY EMPLOYEE, RE, -148.79; CITY EMPLOYEE, RE, 148.79; DGR & ASSOCIATES, SE, 363.00; JOSEPH C BECKER, RE, 3.00; JOSEPH C BECKER, RE, -3.00; NE DHHS, SE, 43.49; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 1222.00; OCC BUILDERS, SE, 53762.00; THE PENDER TIMES, SU, -40.25; THOMPSON, LUCAS, RE, 250.00; THOMPSON, LUCAS, RE, -250.00;

FISCAL YR 18-19

A TO Z VAC N SEW, SU, 31.99; ACES, SE, 875.00; AMAZON.COM, SU, 194.33; AMERICAN BROADBAND, SE, 2509.60; AMERITAS, SE, 72.00; AMERITAS, SE, 92.30; AMERITAS, SE, 2492.60; AMERITAS, SE, 60.16; APPEARA, SE, 203.27; APX, SU, 1000.00; ARNIE'S FORD, SE, 844.74; BENSCOTER INC, RE, 500.00; BENSCOTER INC, RE, 250.00; BOARD OF EXAMINERS – COUNTY, FE, 30.00; BORDER STATES INDUSTRIES, SU, 1,487.19; BOWERS, DARLENE, RE, 150.00; CENTURYLINK, SE, 419.91; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 112.75; CITY EMPLOYEE, RE, 236.20; CITY EMPLOYEE, RE, 369.98; CITY EMPLOYEE, RE, 128.00; CITY EMPLOYEE, RE, 90.25; CITY EMPLOYEE, RE, 206.57; CITY EMPLOYEE, RE, 89.08; CITY EMPLOYEE, RE, 808.50; CUMMINS CENTRAL POWER, SE, 580.81; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN NATIONAL LIFE, SE, 110.08; DEMCO SOFTWARE, SU, 1000.00; DISPLAY SALES, SU, 896.00; EAKES OFFICE PLUS, SE, 56.81; ECHO GROUP, SU, 53.40; ED M. FELD EQUIPMENT, SU, 340.00; ENGINEERED CONTROLS, SU, 140.80; FASTENAL, SU, 133.59; FIRST CONCORD GROUP, FE, 2688.86; FLOOR MAINTENANCE, SU, 213.07; GEMPLER'S, SU, 113.94; GERHOLD CONCRETE, SU, 9732.03; GROSSENBURG IMPLEMENT, SU, 22200.00; HASEMANN, SCOTT, RE, 200.00; HELENA AGRI-ENTERPRISES, SU, 44.00; HILAND DAIRY, SE, 223.72; HOMETOWN LEASING, SE, 409.53; HTM SALES, SE, 6488.00; ICMA, SE, 9634.80; INTERSTATE BATTERY SYSTEM, SU, 69.95; INTERSTATE INDUSTRIAL SERVICE, SU, 289.22; IRS, TX, 2928.28; IRS, TX, 12520.54; IRS, TX, 9416.27; ISLAND SPRINKLER SUPPLY, SU, 32.41; JACK'S UNIFORMS, SU, 59.90; JEO CONSULTING GROUP, SE, 175.00; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KORN, RICHARD, RE, 766.52; LINHART CONSTRUCTION, SE, 1417.50; MADISON CO COURT, RE, 300.00; MONAHAN, PHILLIP, RE, 396.41; MONTERROSO, IVAN, RE, 100.00; NE DEPT OF ENVIRONMENTAL QUALITY, FE, 150.00; NE DEPT OF LABOR, FE, 120.00; NE DEPT OF REVENUE, TX, 3838.37; NE MUNICIPAL CLERKS ASSOC, FE, 45.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 108.00; NORTHEAST NE INS AGENCY, RE, 90.00; NORTHEAST POWER, SE, 4168.00; ODEYS, SU, 503.00; POLICE OFFICERS' ASSOCIATION OF NE, FE, 105.00; PRONUNCIATOR, SU, 450.00; SEBADE CONSTRUCTION, RE, 250.00; SELECT APPLIANCE, SE, 79.00; SKARSHAUG TESTING LAB, SE, 191.05; STADIUM SPORTING GOODS, SE, 22.00; STAPLES, SU, 3.87; STAPLES, SU, 544.66; STATE FARM INSURANCE, SE, 563.00; STATE NEBRASKA BANK & TRUST, RE, 7063.75; TOM'S BODY & PAINT SHOP, SE, 280.00; UNITED HEALTHCARE, SE, 38665.78; US BANK, SU, 3461.99; VIAERO, SE, 116.78; WAYNE COMMUNITY SCHOOLS, SE, 200.00; WAYNE COUNTY COURT, RE, 400.00; WESCO, SU, 1510.84; WISNER WEST, SU, 136.29; BATTERY SOLUTIONS, SU, 109.95; BLACK HILLS ENERGY, SE, 401.27; BOMGAARS, SU, 34.20; BROWN SUPPLY, SU, 630.00; CARHART LUMBER CO, SU, 179.54; CITY EMPLOYEE, RE, 72.00; CITY EMPLOYEE, RE, 14.93; CITY EMPLOYEE, RE, 202.41; CITY EMPLOYEE, RE, 119.00; CITY OF PONCA, RE, 13425.22; CITY OF WAYNE, RE, 850.48; CITY OF WEST POINT, RE, 19484.95; CITY OF WISNER, RE, 2030.41; CIVICPLUS, FE, 4842.72; DAVE'S DRY CLEANING, SE, 90.00; EASYPERMIT POSTAGE, SU, 1684.06; ED M. FELD EQUIPMENT, SU, 1865.23; EDM PUBLISHERS, SU, 99.49; GILL HAULING, SE, 386.50; HILAND DAIRY, SE, 57.27; HURNER, CASEY, RE, 25.00; IAEI, FE, 120.00; JACK'S UNIFORMS, SU, 47.90; JWC ENVIRONMENTAL, SU, 1,735.69; KATELYN

DAVIS, RE, 200.00; KATELYN DAVIS, RE, -200.00; KLEIN ELECTRIC, SU, 385.60; LUTTER, BETH, RE, 25.00; MILLER LAW, SE, 5259.73; NEBRASKA ENVIRONMENTAL PRODUCTS, SU, 2185.19; NEOPOST, SU, 200.00; NMPP ENERGY, SE, 5092.50; ONE CALL CONCEPTS, SE, 61.56; PAC N SAVE, SU, 750.77; PAC N SAVE, SU, 2.97; PONCA RURAL FIRE BOARD, RE, 3213.74; PROGRESSIVE PROPERTIES, RE, 250.00; PROGRESSIVE PROPERTIES, RE, 250.00; QUALITY FOOD CENTER, SU, 7.99; STATE ELECTRICAL DIVISION, FE, 50.00; STATE NEBRASKA BANK-PETTY CASH, RE, 108.58; STATE NEBRASKA BANK-PETTY CASH, SU, 80.00; THRASHER, RE, 100.00; TYLER TECHNOLOGIES, SE, 200.00; VILLAGE OF WINSIDE, RE, 4295.64; WAED, SE, 7871.00; WAYNE AUTO PARTS, SU, 708.46; WAYNE COUNTY CLERK, SE, 42.00; WAYNE HERALD, SE, 306.00; WAYNE STATE VOLLEYBALL FOUNDATION, SE, 600.00; WAYNE VETERINARY CLINIC, SE, 294.00; WAPA, SE, 15280.50

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

Doug Carroll was present requesting Council consideration to naming the Community Activity Center Fitness/Weight Room after the late Bob Keating. Bob Keating was very instrumental in getting the activity center started. In addition, he served on the Recreation-Leisure Services Commission.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving the request of Doug Carroll to name the Community Activity Center Fitness/Weight Room after the late Bob Keating. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Dave Hix, representing Wayne State College and the Construction Manage Program at the college, was present to request Council consideration to allowing the College to purchase 175 brick pavers for \$.75 per brick. The sale price is \$1.00. This is for a project they are doing on campus. This is a service learning project for the students.

After discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky to give, at no charge, 175 city pavers/bricks to Wayne State College.

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

Micky Rutenbeck requested Council consideration to waiving the requirements of Wayne Municipal Code, Chapter 152 Zoning, Section 152.131 Fences and Screens. He would like to construct an 8' fence around his property. He submitted a letter from his doctor, as required by the ordinance, verifying that an 8' fence is needed.

Councilmember Giese made a motion, which was seconded by Councilmember Muir waiving the requirements of Wayne Municipal Code, Chapter 152 Zoning, Section 152.131 Fences and Screens, which would allow Micky Rutenbeck to construct an 8' fence.

Councilmember Eischeid stated he is against 8' fences in town, regardless of any type of situation, which is why he will vote no.

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

The following two Resolution would amend the water service and use rates and the sewer service and use rates as recommended/presented by the Randy Hellbush of the Nebraska Rural Water Association.

Administrator Blecke stated this is a three-year commitment. With this increase, the \$75,000 that is currently being subsidized from sales tax to the sewer fund, that is not included in this. In fiscal year 19, we would prorate it back to February 1st if you approve the rates as is. With this, the water fund would be collecting about an extra \$200,000 a year to go towards a transmission main. At these rates, he is hoping that the subsidy from the water fund to the sewer fund can be eliminated or decreased. He would like to get both funds self-sufficient, so they are truly enterprise funds.

These increases will take effect with the mid-December/mid-January usage or the bill that is received February 1st.

Councilmember Sievers introduced Resolution No. 2018-58 and moved for its approval;
Councilmember Giese seconded.

RESOLUTION NO. 2018-58

A RESOLUTION TO ESTABLISH RESIDENTIAL, COMMERCIAL AND SPECIAL
USE WATER SERVICE AND USE RATES.

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

Councilmember Sievers introduced Resolution No. 2018-59 and moved for its approval;
Councilmember Giese seconded.

RESOLUTION NO. 2018-59

A RESOLUTION AMENDING SEWER SERVICE AND USE RATES.

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

Administrator Blecke stated the City received three bids on the Riley's demolition
project. The said bids ranged from \$36,800 to \$149,428.84. After review of the same, staff is
recommending that the contract be awarded to the low bidder, Milo Meyer Construction for
\$36,800.

Councilmember Sievers introduced Resolution No. 2018-60 and moved for its approval;
Councilmember Greve seconded.

RESOLUTION NO. 2018-60

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
"RILEY'S BUILDING DEMOLITION PROJECT" — Milo Meyer Construction for
\$36,800.

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

Administrator Blecke stated that we received one bid on the Southview II — Ditch
Grading Project. Said bid was from Milo Meyer Construction for \$30,900. The engineer's

estimate on this project was \$12,000. The engineer on the project, Advanced Consulting Engineering Services, is recommending that the bid be awarded to Milo Meyer Construction for \$30,900. Mr. Blecke stated he felt that the engineer's estimate was low, because there are some unknowns.

The additional \$19,000 would come out of the community development fund.

Steve Meyer, representing Milo Meyer Construction, was present to answer questions. Mr. Meyer explained to Council the reasons his bid was higher than the engineer's estimate. He noted he would not charge the City any more than he has to.

Councilmember Giese introduced Resolution No. 2018-61 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2018-61

A RESOLUTION ACCEPTING BID ON THE "SOUTHVIEW II – DITCH GRADING PROJECT" — MILO MEYER CONSTRUCTION FOR \$30,900.

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

The following Resolution would approve Amendment No. 1 to the Engineering Agreement with JEO Consulting Group, Inc., on the "2018 Wayne Pedestrian Curb Ramp Project." This amendment to the original engineering agreement with JEO Consulting Group is a result of adding additional design phase services on the project. It incorporates eleven additional sidewalk replacement locations into the final plans, as well as designing curb ramp improvements for five intersection radii along the north side of 3rd Street from Douglas to Pearl. Staff is recommending the basic services fee for \$5,500. The supplemental fee for the additional design phase services is estimated at \$11,090.

Councilmember Sievers introduced Resolution No. 2018-62 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2018-62

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE ENGINEERING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ADDITIONAL SERVICES FOR THE "WAYNE 2018 PEDESTRIAN CURB RAMP PROJECT" FOR \$11,090.

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

Administrator Blecke stated the following Resolution would approve an Agreement with JEO Consulting Group, Inc., for the "Sanitary Sewer System Extension – South Windom Street Project." Said agreement is for engineering services to extend sanitary sewer 210 feet on South Windom Street. Staff recommendation is to approve the "Basic Service" fee of \$5,500 for this project. This will help provide sanitary sewer service to this area when this gets developed.

Councilmember Giese introduced Resolution No. 2018-63 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2018-63

A RESOLUTION APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES RELATING TO THE "SANITARY SEWER EXTENSION – SOUTH WINDOM STREET PROJECT" FOR THE BASIC SERVICE FEE OF \$5,500.

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

City Attorney Miller stated that the City received three proposals/offers to purchase the railroad right-of-way property (Tax Lots 8 and 9 of the vacated railroad right-of-way, Section 4, T26N, R4, East of the 6th P.M., Wayne County, Nebraska). In order to be a valid offer for a purchase agreement for real estate, there are certain elements that need to met. It has to be in writing, and include the following: legal description, amount, names of the buyer and the seller, and a potential closing date. The only proposal that met these elements was the proposal from Jack and Bev Beeson for \$15,001.00. They had an attorney drop off a signed purchase agreement and an earnest money deposit.

The recommendation is to accept the proposal/offer from Jack and Bev Beeson for \$15,001.00.

Councilmember Giese introduced Resolution 2018-64, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2018-64

A RESOLUTION AUTHORIZING THE SALE OF THE CITY OWNED RAILROAD RIGHT-OF-WAY PROPERTY (TAX LOTS 8 AND 9 OF THE VACATED RAILROAD RIGHT-OF-WAY, SECTION 4, T26N, R4, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA) TO JACK D. BEESON AND BEVERLY A. BEESON, HUSBAND AND WIFE, FOR \$15,001.00.

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

Councilmember Sievers introduced Ordinance 2018-30, and moved for approval thereof; Councilmember Greve seconded.

ORDINANCE NO. 2018-30

AN ORDINANCE DIRECTING THE SALE OF THE CITY OWNED RAILROAD RIGHT-OF-WAY PROPERTY (TAX LOTS 8 AND 9 OF THE VACATED RAILROAD RIGHT-OF-WAY, SECTION 4, T26N, R4, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA) TO JACK D. BEESON AND BEVERLY A. BEESON, HUSBAND AND WIFE, FOR \$15,001.00.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Buck, 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, with the exception of Councilmember Haase who was absent, 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. 2018-30. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2018-29, and moved for approval of the second reading thereof; Councilmember Karsky 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, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The following Ordinance would establish a stop sign on Grainland Road going east before turning left onto Sherman Street.

Councilmember Sievers introduced Ordinance 2018-31, and moved for approval thereof; Councilmember Muir seconded.

ORDINANCE NO. 2018-31

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, PROHIBITIONS AND ENFORCEMENT, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, SOUTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, 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, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to move for final approval of Ordinance No. 2018-31. Mayor Brodersen stated the

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

Joel Hansen, Street & Planning Director, presented Change Order Nos. 2 and 3 on the "2nd Street Storm Sewer Improvement Project" which is an increase of \$4,087.50 and \$4,164.00 respectively to Robert Woehler & Sons Construction Company, Inc. Change Order No. 2 is for the construction of a 10" PCC NDOR type 47B and to adjust a manhole to grade. Change Order No. 3 is for the installation of a curb grate inlet and lowering 36" RCP to get under the water main. This brings the total dollar amount of the change orders to \$27,867.50 on this project.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, approving Change Order No. 2, which is an increase of \$4,087.50 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, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, approving Change Order No. 3, which is an increase of \$4,164.00 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, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

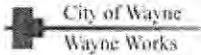
Advanced Consulting Engineering Services presented Contractor's Application for Payment No. 4 on the "2nd Street Storm Sewer Improvement Project" for \$76,978.54 to Robert Woehler & Sons Construction Company, Inc.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Contractor's Application for Payment No. 4 for \$76,978.54 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, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

A pay request (No. 7) has been received from OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project” for \$65,851.00. The architect on the project has approved the same.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving Pay Application No. 7 for \$65,851.00 to OCC Builders, LLC, for the “Wayne Golf & Country Club Clubhouse Improvement Project.” Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Haase who was absent, the Mayor declared the motion carried and the meeting adjourned at 6:37 p.m.



Vendor	Payable Description	Payment Total
ABATE OF NEBRASKA	FIREHALL DEPOSIT REFUND	200.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	100.77
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,608.06
AMERITAS LIFE INSURANCE	AMERITAS ROTH	60.16
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	LINEN & MAT SERVICE	90.93
ARC-HEALTH & SAFETY	CPR/AED	1,148.00
BAKER & TAYLOR BOOKS	BOOKS	1,304.27
BARONE SECURITY SYSTEMS	QUARTERLY INSPECTIONS	105.96
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	500.00
BENSCOTER INC	BUILDING PERMIT DEPOSIT REFUND	250.00
BROWN SUPPLY CO	FIRE HYDRANT EXTENSION/MARKER	1,305.00
BROWN, SANDY	MILEAGE REIMBURSEMENT	138.43
CARHART LUMBER COMPANY	LIGHTING EFFICIENCY	1,840.00
CERTIFIED TESTING SERVICES INC	2ND ST STORM SEWER	1,479.50
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	31.00
CITY EMPLOYEE	VISION REIMBURSEMENT	17.00
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	TREE INCENTIVE	100.00
CITY OF WAYNE	PAYROLL	72,527.73
CITY OF WAYNE	UTILITY REFUNDS	168.22
COPY WRITE PUBLISHING	SHIPPING CHARGES/OFFICE SUPPLIES	215.25
CORE & MAIN LP	IPEARL WATER METERS	5,014.90
DANKO EMERGENCY EQUIPMENT	LETTERING PATCH	95.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	60.15
DEARBORN NATIONAL LIFE	LIFE/DISABILITY	2,434.92
DORCEY, SHANNON	RIGHT OF WAY DEPOSIT REFUND	500.00
DUTTON-LAINSON COMPANY	VOLT METER	123.06
ECHO GROUP INC JESCO	LED LIGHTS	99.54
ELECTRICAL ENGINEERING & EQUIPMENT	CONTROLLER ASSEMBLY	1,586.77
ELLIS HOME SERVICES	WINDOM ST SEWER REPAIR	957.86
ENVIRONMENTAL SERVICES, INC.	ASBESTOS SAMPLES	1,014.00
FASTENAL CO	HEX BOLTS/SCREWS	138.80
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	332.22
GERHOLD CONCRETE CO INC.	CONCRETE	1,050.02
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	93.20
HOLIDAY INN OF KEARNEY	LODGING-BREITKREUTZ/SCHROEDER	419.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,632.70
IRS	FICA WITHHOLDING	12,515.48
IRS	FEDERAL WITHHOLDING	9,517.38
IRS	MEDICARE WITHHOLDING	2,927.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00

Vendor	Payable Description	Payment Total
KELLY SUPPLY COMPANY	BALL VALVE/COUPLING/PIPE	237.54
KEPCO ENGRAVING	NAMEPLATES	23.74
KTCH AM/FM RADIO	NPPD ENERGY WISE ADS	550.00
LUTT OIL	GASOLINE	5,771.06
MARCO INC	COPIER LEASE	126.36
MATHESON-LINWELD	OXYGEN	44.02
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	172.00
MIDWEST TAPE LL	AUDIO BOOKS	229.90
NE DEPT OF REVENUE	STATE WITHHOLDING	3,847.39
NEXTERA ENERGY	WIND ENERGY	14,875.71
NORFOLK DAILY NEWS	POLICE OFFICER ADS	88.00
OCC BUILDERS LLC	WAYNE COUNTRY CLUB-CLUBHOUSE	65,851.00
OVERDRIVE, INC.	AUDIO BOOKS	346.91
PENGUIN RANDOM HOUSE LLC	AUDIO BOOKS	234.00
PITNEY BOWES INC	POSTAGE METER LEASE	253.85
PLUNKETT'S PEST CONTROL	PEST CONTROL	31.20
PROVIDENCE MEDICAL CENTER	FIRE DEPT CPR CLASS	225.00
QUALITY 1 GRAPHIC	CHICKEN SHOW SIGNS	20.00
QUALITY FOOD CENTER	SENIOR CENTER NOON MEAL SUPPLIES	386.14
RESCO	BULBS	701.98
ROBERT WOehler & SONS	2ND STREET STORM SEWER	76,978.54
S & S WILLERS, INC.	ROAD GRAVEL	555.48
SHOPKO	OFFICE SUPPLIES	147.95
SIEVERS, SHARLENE	CONFERENCE PER DIEM	100.00
SOKOL, LARRY	BUILDING PERMIT DEPOSIT REFUND	100.00
SPARKLING KLEAN	JANITORIAL SERVICES	3,012.11
STADIUM SPORTING GOODS	EMBROIDERY	30.00
STAPLES, INC	OFFICE SUPPLIES	256.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,062.64
VERIZON WIRELESS SERVICES LLC	CELL PHONES	318.08
W.T. COX SUBSCRIPTIONS	SUBSCRIPTION RENEWALS	1,658.52
WAYNE AREA ECONOMIC DEVELOPMENT	LB 820 OVERSIGHT	5,000.00
WAYNE HERALD	CAREGIVER ADS	70.50
WAYNE HERALD	LIBRARY SUBSCRIPTION RENEWAL	48.00
Grand Total:		316,521.70

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: November 6, 2018
TO: Mayor Brodersen
Wayne City Council
FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on November 5, 2018 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

Public Hearing: Amending the Zoning Text Specifically the B-2 Central Business District, Section 152.081 (L) Permitted Conditional Uses, to Allow Vehicle towing Service; Applicant – Dylan Ellis

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Meisenbach and seconded by Commissioner Hochstein to approve would read as follows: to approve and forward a recommendation of approval to the City Council to amend the zoning text, specifically the B-2 Central Business District, Section 152.081 (L) Permitted Conditional Uses with the following conditions:

- a) 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 land owner

with the findings of fact being staff's recommendation. Vice-Chair Sorensen stated the motion and second. All were in favor, motion carried to approve.

JJH:cb

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.

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

Section 1. The Planning Commission held a public hearing on November 5, 2018, regarding a request to consider amending the zoning text, specifically the B-2 Central Business District, Section 152.081 (L) Permitted Conditional Uses, and have recommended approval thereof subject to the “Finding of Fact” being Staff’s recommendation, and subject to the following conditions:

Vehicle Towing Service

- (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 land owner.

Section 2. That Title XV Land Usage, Chapter 152 Zoning, Section 152.081 – B-2 Central Business District, Subsection (l) Permitted Conditional Uses of the Municipal Code of Wayne, is hereby amended as follows:

§ 152.081 B-2 CENTRAL BUSINESS DISTRICT.

(L) *Permitted conditional uses.* A building or premises in a B-2 District may be used for the following in conformance with the prescribed conditions:

(1) Multi-family residential uses:

- (a) Provided that, such use shall meet the State Fire Marshal’s requirements;
- (b) Provided, the dwelling meets the regulations contained in the R-3 District, unless otherwise provided for in this division (L);
- (c) Provided, a minimum of two off-street parking spaces for each unit are available;
- (d) Provided, the first or ground floor level must exclude a residential use on the area within 30 feet of the front lot line with said area reserved for non-residential use; and
- (e) Provided, the lot must also contain an existing non-residential use.

(2) Single-family dwelling; provided:

- (a) Provided that, such use shall meet the State Fire Marshal’s requirements;

- (b) Provided, the dwelling meets the regulations contained in the R-3 District, unless otherwise provided for in this division (L);
- (c) Provided, a minimum of two off-street parking spaces for each unit are available;
- (d) Provided, the first or ground floor level must exclude a residential use on the area within 30 feet of the front lot line with said area reserved for non-residential use; and
- (e) Provided, the lot must also contain an existing non-residential use.

(3) Two-family dwelling; provided:

- (a) Provided that, such use shall meet the State Fire Marshal's requirements;
- (b) Provided, the dwelling meets the regulations contained in the R-3 District, unless otherwise provided for in this division (L);
- (c) Provided, a minimum of two off-street parking spaces for each unit are available;
- (d) Provided, the first or ground floor level must exclude a residential use on the area within 30 feet of the front lot line with said area reserved for non-residential use; and
- (e) Provided, the lot must also contain an existing non-residential use.

(4) Vehicle Towing Service

- (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 land owner.**

Section 3. Any other ordinance or parts of ordinance in conflict herewith are repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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.

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

Section 1. That Title IX General Regulations, Chapter 91 Streets Sidewalks and other Public Places, of the Municipal Code of Wayne, is hereby amended by adding the following sections:

§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 not less 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 considered 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.

(2002 Code, § 70-44) (Ord. 2001-31, passed 1-30-2001) Penalty, see § 91.999

Statutory reference:

Related provisions, see Neb. RS 16-663

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

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

PASSED AND APPROVED this 20th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 72
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby agree that Maintenance Agreement No. 72 described above be renewed for the period January 1, 2019 to December 31, 2019.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2017 with revised Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of Wayne

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Wayne (Revised 2019)

Date: 11/9/18

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is 2.35 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the State the sum of \$2,100.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the State for surface maintenance:

$$2.35 \text{ lane miles} \times \$2,100.00 \text{ per lane mile} = \$4,935.00.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ _____ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \text{ per lane mile} = \$$$

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Revised 2019

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to N. City Limits	15	163.84	166.07	2.23	2	4.46	4.46	0.00
W. City Limits to City Limits E of Centennial Rd.	35	28.68	30.77	2.09	3	6.27	4.18	2.09
City Limits at Industrial Drive to E. City Limits	35	31.04	31.30	0.26	3	0.78	0.52	0.26
	35	31.30	31.68	0.38	2	0.76	0.76	0.00
Total Lane Miles				4.96		12.27	9.92	2.35

RESOLUTION NO. 2018-65

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

WHEREAS, the City of Wayne, Nebraska, is desirous of appointing Amy K. Miller, Attorney, as the City Attorney; and

WHEREAS, the City of Wayne and Amy K. Miller have agreed to the terms on the proposed Retainer Agreement, a copy of which is attached hereto and incorporated herein by reference.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. Amy K. Miller, Attorney, is appointed as the City Attorney for 2019;
2. The attached Retainer Agreement is hereby approved and adopted; and
3. The parties thereto are directed to execute said Retainer Agreement.

PASSED AND APPROVED this 20th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RETAINER AGREEMENT

This agreement is made this 20th day of November, 2018, by and between **The City of Wayne** (hereinafter referred to as the client), and **Amy K. Miller**, (hereinafter referred to as the attorney). In exchange of the mutual covenants contained herein, the parties hereto agree to the following:

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

2. **Services to be rendered**: Under the terms of this agreement, the attorneys shall perform all of the functions within the services described in paragraph one above in consideration of a monthly retainer payment in the amount of \$5,416.67. Of this amount, \$800.00 per month shall be attributable to the Community Redevelopment Authority (CRA), and \$4616.67 shall be attributable to the City of Wayne. In exchange for the monthly retainer payment, the attorney shall provide the following services at no additional charge:

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

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

matters. Attorney will not bill client for any services outside the retainer agreement without first consulting with client.

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

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

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

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

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

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

DATED this 20th day of November, 2018.

CITY OF WAYNE, A Municipal Corporation,

By _____
Jill Brodersen, Mayor

Amy K. Miller, Attorney at Law

PROJECT: CITY OF WAYNE - 2ND STREET STORM SEWER IMPROVEMENTS
 ACES #: 617-022
 CONTRACTOR: WOEHLE & SONS
 PAY APPLICATION #: FINAL
 DATE: November 19, 2018

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE	WORK COMPLETED (CONSTRUCTED QUANTITY)				CHANGE ORDER #4 TO BRING ESTIMATED QUANTITIES IN LINE WITH FINAL QUANTITIES	
						FROM PREVIOUS APPLICATIONS	THIS PERIOD	COMPLETED TO DATE (QTY)	COST TO DATE	CHANGE ORDER #4 TO BRING ESTIMATED QUANTITIES IN LINE WITH FINAL QUANTITIES	CHANGE ORDER #4 TO BRING ESTIMATED QUANTITIES IN LINE WITH FINAL QUANTITIES
1	36" RCP CLASS III STORM SEWER	871	L.F.	\$110.00	\$95,810.00	903		903	\$99,330.00	32.00	\$3,520.00
2	18" RCP CLASS III STORM SEWER	112	L.F.	\$55.00	\$6,160.00	112	-8	104	\$5,720.00	-8.00	(\$440.00)
3	8" OPEN THROAT INLET	1	EACH	\$6,500.00	\$6,500.00	1		1	\$6,500.00	0.00	\$0.00
4	CONSTRUCT JUNCTION BOX TYPE "A"	6	EACH	\$4,500.00	\$27,000.00	5	1	6	\$27,000.00	0.00	\$0.00
5	CONSTRUCT JUNCTION BOX TYPE "B"	1	EACH	\$5,000.00	\$5,000.00	1		1	\$5,000.00	0.00	\$0.00
6	CONSTRUCT AREA INLET	2	EACH	\$6,000.00	\$12,000.00	2		2	\$12,000.00	0.00	\$0.00
7	CONNECT TO EXISTING STORM SEWER	10	EACH	\$400.00	\$4,000.00	10		10	\$4,000.00	0.00	\$0.00
8	CONSTRUCT 8" THICK PC CONCRETE PAVING INLET TYPE 47B	2112	S.Y.	\$74.00	\$156,288.00	2027.5		2027.5	\$150,035.00	-84.50	(\$6,253.00)
9	CONSTRUCT BRICK PAVING	463	S.Y.	\$130.00	\$60,190.00	575		575	\$74,750.00	112.00	\$14,560.00
10	REMOVE EXISTING PAVING	1044	S.Y.	\$5.00	\$5,220.00	2148.6		2148.6	\$10,743.00	1104.60	\$5,523.00
11	REMOVE BRICK PAVING	441	S.Y.	\$8.00	\$2,648.00	575		575	\$3,460.00	134.00	\$804.00
12	REMOVE EXISTING RCP	262	L.F.	\$8.00	\$2,096.00	329		329	\$2,632.00	67.00	\$536.00
13	REMOVE EXISTING JUNCTION BOX	2	EACH	\$500.00	\$1,000.00	2		2	\$1,000.00	0.00	\$0.00
14	REMOVE EXISTING INLET	2	EACH	\$500.00	\$1,000.00	2		2	\$1,000.00	0.00	\$0.00
TOTAL BASE BID					\$384,910.00				\$403,160.00		\$18,250.00

CO 1	CHANGE ORDER #1 MISCELLANEOUS ADDS	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE
	CONSTRUCT 10" PCC INLET TYPE 47B	63.6	S.Y.	\$85.00	\$7,106.00
	ADJUST MANHOLE TO GRADE	6	EACH	\$300.00	\$1,800.00
	6" PCC SIDEWALK	280	S.F.	\$10.00	\$2,800.00
	6" PCC DRIVEWAY & GAS VALVE PAD	113	S.Y.	\$70.00	\$7,910.00
	TOTAL PRICE CHANGE ORDER #1				\$19,616.00
CO 2	CHANGE ORDER #2 MISCELLANEOUS ADDS	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE
	CONSTRUCT 10" PCC INLET TYPE 47B	37.5	S.Y.	\$85.00	\$3,187.50
	ADJUST MANHOLE TO GRADE	3	EACH	\$300.00	\$900.00
	TOTAL PRICE CHANGE ORDER #2				\$4,087.50
CO 3	CHANGE ORDER #3 MISCELLANEOUS ADDS	ESTIMATED QUANTITY	UNITS	UNIT PRICE	SCHEDULED VALUE
	INSTALL DEETER 2045 CURB GRATE INLET	2	EACH	\$735.00	\$1,470.00
	LOWER 36" RCP-GET UNDER WATER MAIN	1	LUMP	\$2,664.00	\$2,664.00
	TOTAL PRICE CHANGE ORDER #3				\$4,134.00
CO 4	TOTAL PRICE CHANGE ORDER #4 (see above right)				\$18,250.00

TOTAL CONTRACT PRICE	\$384,910.00
NET CHANGE BY CHANGE ORDERS	\$46,117.50
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	\$384,270.75
AMOUNT DUE THIS APPLICATION	\$46,756.75
BALANCE TO FINISH (INCLUDING RETAINAGE)	\$0.00

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

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

[Back to Top](#)

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).

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant 16-CD-208 (Phase II Year 2); and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$35,000 to complete the General Administration Scope of Work for said grant.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant 16-CD-208 (Phase II Year 2), that the terms and conditions, as contained in the Agreement with NNEDD, are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 20th day of November, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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

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

WITNESSES THAT:

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

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

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

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

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

3. Consideration

The Community shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. **In no event shall the total amount reimbursed by the Community exceed the sum of \$35,000.** Reimbursement under this contract shall be based on monthly billings, supported by

appropriate documentation and billed at the rate of \$60/hour. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

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

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

4. Record Maintenance, Record Retention & Access to Records

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

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the Community may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the Community and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;
 - 1) Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

- 2) If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - 3) In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the Community shall pay the Consultant for work performed to the satisfaction of the Community, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:
- 1) The lack of compliance with the provisions of this contract are of such scope and nature that the Community deems continuation of the contract to be substantially detrimental to the interests of the Community.
 - 2) The consultant has failed to take satisfactory action as directed by the Community or its authorized representative within the time specified by same.
 - 3) The consultant has failed within the time specified by the Community or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

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

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

7. Changes, Amendments, Modifications

The Community may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation

therefore, which are mutually agreed upon by the Community and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

14. Title VI of the Civil Rights Act of 1964

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development through the State of Nebraska's Community Development Block Grant Program as administered by DED and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

19. Executive Order 11246, As Amended

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

20. Conflict of Interest (2CFR200.318)

No officer, employee or agent of the Consultant who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

21. Audits and Inspections

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

22. Hold Harmless

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

23. Verification of Work Eligibility Status for New Employees.

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

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

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

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

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

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

Consequently, pursuant to this contract and Neb. Rev. Stat. §§4-108 through 4-114, the Consultant shall have each applicant for public benefits under this contract complete the United States Citizenship Attestation Form, available on the State of Nebraska Department of Administrative Services website at www.das.state.ne.us. The attestation form is also reproduced on a following page of this contract. See attachment #2.

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

Consultant shall:

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

25. Governing Law

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

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

COMMUNITY

BY _____

TITLE _____

DATE _____

CONSULTANT

BY  _____

TITLE Executive Director _____

DATE 11/15/18 _____

ATTACHMENT 1
GENERAL ADMINISTRATION SCOPE OF WORK

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

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

ATTACHMENT 2

United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

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

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

PRINT NAME	<hr/> (first, middle, last)
SIGNATURE	<hr/> <hr/>
DATE	<hr/>