

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
November 2, 2021**

1. [Call the Meeting to Order – 5:30 p.m.](#)
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 southwest wall of the Council Chambers as well as on the City of Wayne website.

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

3. [Action on Mayoral appointment for Councilmember for Ward 2](#)
4. [Oath of Office — Councilmember for Ward 2](#)
5. [Approval of Minutes – October 19, 2021](#)
6. [Approval of Claims](#)
7. [Public Hearing \(2<sup>nd</sup>\): To obtain public input on the Community Development Block Grant No. 19-PW-017 — Pine Heights Road & Utility Improvements Project \(Advertised Time: 5:30 p.m.\)](#)

**Background:** The City of Wayne was awarded \$435,000 of CDBG Public Works (PW) funds, of which \$400,000 will be used for infrastructure improvements to the following areas: Pine Heights Road between 9<sup>th</sup> and 10<sup>th</sup> Street, and approximately 300 feet west and 125 feet east on 10<sup>th</sup> Street and 75 feet north on Lilac Lane from the intersection of Pine Heights, Lilac Lane and 10<sup>th</sup> Street. \$25,000 will be used for general administration, and \$10,000 will be used for construction management. The estimated cost of the street improvements is \$916,230. To date, \$267,905 of CDBG funds have been expended. All CDBG funds will benefit low-to-moderate income persons in the community. No persons will be displaced as a result of this project.

A requirement of this grant process is to have a second public hearing to solicit public input on how the grant funding was used.

Jan Merrill with Northeast Nebraska Economic Development District will be present to answer questions.

8. [Action to approve the request for an extension and authorizing the Mayor to sign the same for CDBG 19-PW-017 — Pine Heights Road & Utility Improvements Project](#)

**Background:** Because the current contract end date for this project is November 21, 2021, we will need to request a six-month extension for a completion date of May 21, 2022. The substantial portion of this project will be completed before the end date. However, JEO Consulting Group does not believe that the smaller items such as stripping and landscaping will be, and, therefore, will need to be completed in the spring. The reasons for the extension request are rain and lack of adequate workforce causing delays in construction activities.

9. [Resolution 2021-64: Approving a Service/Consultant Agreement between the City and Northeast Nebraska Economic Development District for General Administration of Community Development Block Grant 21-PW-022 \(College Hill Park\)](#)

**Background:** This agreement with Northeast Nebraska Economic Development is for the general administration of CDBG 21-PW-022. We were notified on October 18<sup>th</sup> that we were awarded up to \$303,000 to be used for repurposing a currently unused shower house into a four-season recreational facility for events such as picnics, Boy and Girl Scout meetings and family reunions, as well as to create an Americans with Disabilities Act accessible trailhead and connect the established trail system for Wayne. \$25,000 will be used for general administration and \$10,000 for construction management. The total project costs are estimated at \$383,400, and local matching funds of \$80,400 will be provided by the City. The project site is College Hill Park, formerly City Pool Park, located at the corner of West 13th and Lincoln Street in Wayne, Nebraska.

10. [Resolution 2021-65: Approving Community Development Block Grant Contract No. 21-PS-022 between the City of Wayne and the Nebraska Department of Economic Development \(College Hill Park\)](#)

**Background:** This is the formal contract between the City and the NDED regarding CDBG 21-PW-022. As stated above, we were notified on October 18<sup>th</sup> that we were awarded up to \$303,000 to be used for repurposing a currently unused shower house into a four-season recreational facility for events such as picnics, Boy and Girl Scout meetings and family reunions, as well as to create an Americans with Disabilities Act accessible trailhead and connect the established trail system for Wayne.

11. [Action on the recommendation of the LB840 Revolving Loan Fund Review Committee on the revolving loan fund application to Wayne's Economic Development Program by Sanctuary Apartments, LLC — Luke Virgil, Director of Wayne Area Economic Development](#)

**Background:** Sanctuary Apartments, LLC, is requesting \$400,000 in LB840 funds to renovate and repurpose the former First Baptist Church building located at 400 Main Street, to convert it from a church into a 6-unit market-rate apartment complex in downtown Wayne. A letter from Luke, as well as the application is included in the packet.

The LB840 Revolving Loan Fund Committee met on October 13<sup>th</sup> and voted unanimously to recommend the following terms for a loan to Sanctuary Apartments, LLC:

1. Approval of the loan request for \$400,000;
2. A loan repayment period of 10 years, based on a 20-year amortization; and
3. An interest rate to be set at one-half the rate set by the primary lender.

**At this time, the current balance in the LB840 fund is \$478,549.**

**Matt Ley, managing member of Sanctuary Apartments, LLC, will be at the meeting to answer any questions you may have.**

12. **[Action on Contractor's Application for Payment No. 4 in the amount of \\$324,613.27 to Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project - CDBG No. 19-PW-017"](#)**

**Background: This is for work completed and approved by the engineer on this project.**

13. **[Ordinance 2021-14: Adopting Official City of Wayne Ward Map](#)**

**Background: Every ten years the City has the opportunity to redistrict its wards. Based upon the 2020 census, staff is recommending the redistricting of wards so that the average number of voters in each ward would be approximately 1,493, up from 1,415 ten years ago.**

14. **[Adjourn](#)**

**MINUTES  
CITY COUNCIL MEETING  
October 19, 2021**

The Wayne City Council met in regular session at City Hall on October 19, 2021, at 5:30 o'clock P.M.

Council President Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Dwaine Spieker, Terri Buck, Chris Woehler, Jason Karsky and Jill Brodersen; Attorney Amy Miller; and City Clerk Betty McGuire. Absent: Mayor Cale Giese and Councilmember Nick Muir.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

Council President Brodersen advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Council Chambers, as well as on the City of Wayne website 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 Eischeid made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of October 5, 2021, and to waive the reading thereof. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:**

**FISCAL YEAR 2020-2021:** AMAZON, SU, 301.18; BAKER & TAYLOR BOOKS, SU, 194.00; BIG RIVERS, SE, 199365.77; BLACKSTONE PUBLISHING, SU, 2947.38; BOMGAARS, SU, 505.55;

CERTIFIED TESTING SERVICES, SE, 675.00; CONSOLIDATED MANAGEMENT, SE, 79.88; COTTONWOOD WIND PROJECT, SE, 14002.98; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.79; DAVE'S DRY CLEANING, SE, 36.00; ED M. FELD EQUIPMENT, SU, 515.00; EMPLOYERS MUTUAL CASUALTY, SE, 1797.51; INGRAM LIBRARY SERVICES, SU, 758.50; JR ROOFING, SE, 6860.00; KTCH, SE, 1400.00; MATHESON-LINWELD, SU, 34.25; MIDWEST LABORATORIES, SE, 189.00; MYERS CONSTRUCTION COMPANY, SE, 102061.01; NE DEPT OF REVENUE-CHARITABLE GAMING DIVISION, TX, 1055.00; NPPD, SE, 37327.12; NO SWETT FENCING, SE, 4165.00; NORTHEAST POWER, SE, 14116.68; O'REILLY AUTOMOTIVE STORES, SU, 13.55; OVERDRIVE, SU, 29.95; TYLER TECHNOLOGIES, SE, 2701.25; VERIZON, SE, 899.97; WAYNE COUNTY CLERK, SE, 30.00; WAYNE HERALD, SE, 465.00; WAYNE RURAL FIRE, RE, 5020.05; WAYNE VETERINARY CLINIC, SE, 105.00; WISNER WEST, SU, 276.77; ZACH HEATING & COOLING, SU, 16.50; CITY EMPLOYEE, RE, 58.69; BSN SPORTS, SU, 1149.75; DCL AMERICA, SU, 506.00; ELKINS PORTABLE RESTROOMS, SE, 325.00; METERING & TECHNOLOGY SOLUTIONS, SU, 1344.52; TOTAL GRAPHICS, SU, 972.49

**FISCAL YEAR 2021-2022:** AMERICAN BROADBAND, SE, 1413.91; AMERITAS, SE, 94.55; AMERITAS, SE, 72.00; AMERITAS, SE, 2875.04; AMERITAS, SE, 174.53; APPEARA, SE, 190.65; BC VOLLEYBALL, FE, 375.00; BINSWANGER GLASS, SE, 139.50; BORDER STATES INDUSTRIES, SU, 283.66; BROWN SUPPLY, SU, 118.00; CITY EMPLOYEE, RE, 257.25; CITY EMPLOYEE, RE, 296.40; CITY EMPLOYEE, RE, 3044.20; CITY OF WAYNE, PY, 83012.14; CITY OF WAYNE, RE, 892.09; CITY OF WAYNE, RE, 296.40; CONSOLIDATED MANAGEMENT, SE, 97.36; DEARBORN LIFE INSURANCE COMPANY, SE, 2600.61; DENDINGER, LUANN, RE, 250.00; DISPLAY SALES, SU, 620.00; DSF WAYNE SHORT STOP, RE, 500.00; FIRE CATT, SE, 4056.00; FLOOR MAINTENANCE, SU, 805.56; FLORES, BENJAMIN, RE, 500.00; GERHOLD CONCRETE, SU, 652.56; GROSSENBURG IMPLEMENT, SU, 24.16; CITY EMPLOYEE, RE, -3044.20; CITY EMPLOYEE, RE, 3044.20; HILAND DAIRY, SE, 88.66; HUNKE, JENNIFER, RE, 100.00; IAEI, FE, 120.00; ICMA, RE, 7929.74; ICMA, RE, 1619.90; ICMA, RE, 112.52; ICMA, RE, 145.28; ICMA, RE, 124.70; ICMA, RE, 55.00; ICMA, RE, 375.83; ICMA, RE, 34.38; ICMA, RE, 366.40; ICMA, RE, 159.20; INTERSTATE BATTERY SYSTEM, SU, 126.95; IRS, TX, 14297.82; IRS, TX, 3343.84; IRS, TX, 10600.60; LAUREL RECREATION, FE, 600.00; MIDWEST ALARM SERVICES, SU, 69.66; MORTLAND, AMANDA, RE, 100.00; NATIONAL PEN, SU, 280.90; NDEE-FISCAL SERVICES, FE, 300.00; NE DEPT OF REVENUE, TX, 4583.39; NE SAFETY COUNCIL, FE, 350.00; NOECKER, SOPHIE, SE, 40.00; O'REILLY AUTOMOTIVE STORES, SU, 524.40; OVERDRIVE, SU, 457.81; SKARSHAUG TESTING LAB, SE, 227.25; STATE NEBRASKA BANK & TRUST, RE, 4813.75; THE RETROFIT COMPANIES, SU, 7136.40; TYLER TECHNOLOGIES, SE, 200.00; US FOODS, SU, 1012.69; VERIZON, SE, 549.04; W.T. COX SUBSCRIPTIONS, SU, 1177.00; WAYNE HERALD, SE, 48.00; WAYNE KIWANIS, FE, 141.00; WAYNE LIBRARY FOUNDATION, RE, 500.00; WIGMAN COMPANY, SU, 2186.18; BEBEE, TIMOTHY J. & LESLIE A., RE, 3076.61; BORDER STATES INDUSTRIES, SU, 227.80; BSN SPORTS, SU, 1317.75; BSN SPORTS, SU, -1,317.75; BSN SPORTS, SU, 168.00; CITIZENS STATE BANK, RE, 4927.43; CITY EMPLOYEE, RE, 2560.18; CITY EMPLOYEE, RE, 74.25; COLONIAL RESEARCH, SU, 298.57; CONSOLIDATED MANAGEMENT, SE, 76.19; DEMCO, SU, 907.35; FAITH TO LOVE PUBLISHING, SU, 75.00; FIREMAN'S ASSOCIATION, RE, 5000.00; FOURTH GENERATION FAMILY LIMITED, RE, 13224.00; GERHOLD CONCRETE, SU, 844.32; GRAINLAND ESTATES, RE, 2930.98; HANNA:KEELAN ASSOCIATES, SE, 4000.00; HAWKINS, SU, 2184.37; HILAND DAIRY, SE, 118.65; HORIZON CONSTRUCTION, RE, 500.00; JORGENSEN, KEN, RE, 2154.43; KARSKY, JASON, RE, 50.00; MZRB, RE, 3107.98; NE LIBRARY COMMISSION, FE, 800.00; OLSSON ASSOCIATES, SE, 4600.00; O'REILLY AUTOMOTIVE STORES, SU, 5.37; PER MAR SECURITY SERVICES, SE, 122.50; PETERSON, CARTER, RE, 1398.46; PROKOP, KEN, RE, 500.00; REEG, BETTY S. Revocable Trust, RE, 2796.91; THRASHER, RE, 600.00; TOMPKINS, RODNEY R. Irrevocable Trust, RE, 2796.91; WAYNE COUNTY COURT, RE, 150.00; WAYNE KORTH, RE, 500.00; WINDOM RIDGE, RE, 1185.75

Councilmember Eischeid made a motion, which was seconded by Councilmember Woehler, to approve the claims. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent and Councilmember Karsky who abstained, the Council President declared the motion carried.

Jon Mooberry, Engineer with JEO Consulting Group, Inc., stated this revised Certificate of Extended Warranty Period for Corrective Action on the “2019 Nebraska Street Improvements Project” will provide for an extended warranty period through July 8, 2022, for the items identified therein. The previous Certificate approved by Council was for a full year. This is essentially reducing the 12-month extended warranty period to 9 months. In his opinion, that will still allow them time to go through the freeze/thaw cycle and then take a look at the random cracking to make a final determination on any corrective action needed. Mr. Mooberry also added additional notes under No. 1 of the Certificate. He noted that the City reserves the right to negotiate a monetary settlement instead of replacement of the panels. There are two panels at this time that have more than one random crack in them.

Attorney Miller stated this was negotiated with the contractor who spoke with her and Administrator Blecke. Mr. Mooberry stated he was comfortable with the negotiated timeframe.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving the revised Certificate of Extended Warranty Period for Corrective Action on the “2019 Nebraska Street Improvements Project.” Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent and Councilmember Woehler who abstained, the Council President declared the motion carried.

Jon Mooberry, Engineer with JEO Consulting Group, Inc., presented Change Order No. 1 for Myers Construction, Inc., for the “Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017.” This request is for an extension of the substantial and final completion dates to November 5, 2021, and November 19, 2021, respectively.

A request has been made by Myers Construction to extend the substantial and final completion dates. While the original start date was April 4, 2021, they were unable to start on the project until July

26, 2021, as a result of Covid-19 and related labor shortage issues. During the course of the project, they also ran into unexpected problems that caused additional delays, as well as a few adverse weather delays.

Mr. Mooberry noted that they are still within the original calendar days allotted for the project. It is his recommendation for the Council to consider approval of the request. There was some concern with the grant funding being affected by the completion date extension, and they were advised that the extension request was warranted and should not be an issue. Jan Merrill with the Northeast Nebraska Economic Development District is preparing the necessary documents and working with City staff to have the extension request ready for Council action at the next meeting. The funding would not be compromised by the extension request. Myers Construction has been a good contractor to work with. With almost every project Mr. Mooberry has been involved with, it is very seldom that the contractor starts on the date that is reflected in the bid documents.

Councilmember Woehler voiced concerns with this contractor not starting on time.

Administrator Blecke stated from staff's perspective, the project has gone very well, and this contractor has been very good to work with. When this contractor had issues in the field, they did not stop the project and have the engineer come on sight. They worked with staff and figured it out.

It was noted that several projects in the past have received extensions. It was also noted that if the extension is not granted, liquidated damages could be assessed.

Attorney Miller cautioned the Council on assessing liquidated damages on this project, in light of the reasons for the extension.

Mr. Mooberry, when asked, stated the paving part of the project is probably 80% complete.

After further discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky approving Change Order No. 1 for Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017" extending the substantial and final completion dates to November 5, 2021, and November 19, 2021, respectively.

Joel Hansen, Street and Planning Director, stated he had been up to the Pine Heights project today, and thought the paving part of the project was closer to being 95% complete.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent and Councilmember Woehler who voted Nay, the Council President declared the motion carried.

Administrator Blecke stated three proposals were received regarding engineering design services for the “Chicago Street and Storm Sewer and Paving Project.” Staff has reviewed the same and is recommending that the project be given to Olsson for \$32,600 for engineering design services. The other two proposals received were from ACES - \$36,000 and JEO Consulting Group - \$51,070.

Councilmember Karsky introduced Resolution No. 2021-61 and moved for its approval; Councilmember Spieker seconded.

#### RESOLUTION NO. 2021-61

A RESOLUTION APPOINTING OLSSON AS THE SPECIAL ENGINEER TO BE USED ON THE “CHICAGO STREET STORM SEWER AND PAVING PROJECT” - \$32,600.

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

Administrator Blecke stated Black Hills Energy would like to now move into the southeast quadrant of Wayne. This is the same resolution and agreement that was approved last spring when they were in the northeast quadrant of Wayne, which was considered their first phase. The previous blanket permit was just for that first phase project.

Dan Willets, Operations Supervisor with Black Hills Energy, and Mike Vovos, were present to answer questions.

Councilmember Eischeid introduced Resolution No. 2021-62 and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2021-62

A RESOLUTION APPROVING COMMUNITY-WIDE BLANKET CONSTRUCTION PERMIT AGREEMENT BETWEEN THE CITY OF WAYNE AND BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY (SOUTHEAST QUADRANT).

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

Administrator Blecke stated Well No. 6 (on West 21st Street) has been shut down in emergency status. The well has had nitrate issues in the past, as well as high selenium. Well No. 7 (on the golf course) has been shut down in emergency status for about 18 months. Well No. 7 started having quality issues after Well No. 6 had been shut down for a year or so. Staff is of the opinion that not having Well No. 6 run might be causing Well No. 7 to be having some quality issues.

The Country Club has its own well that irrigates the course. However, there is a lot of use during the summer, and if it would go down, the course would be dry. The City and Country Club started talking and came up with the idea of having Well No. 6 irrigate the golf course. Staff thought if the City could get Well No. 6 pumping, use the water for irrigation, and not just pump it to waste into the ditch, this might help clear up the issues with Well No. 7. Staff started to investigate this possibility, and the State made us physically disconnect Well No. 6 from the city system. However, in an emergency, we could dig the disconnection up and reconnect within 24 hours.

Back on July 6<sup>th</sup>, the Council amended a previous agreement to provide water to the Country Club from Well No. 6. At that point, we thought our job was done. The Country Club paid for a new VFD (variable frequency drive) for the well to regulate it. However, they have since found out that the existing pump on the well cannot generate enough pressure to irrigate like they need it to. The pump can generate 60-65 psi, and they need 100 psi to irrigate properly. Replacing the pump is the only option at this point.

The Golf Course has proposed to cost-share 50/50 with the City. The City owns the front nine and the irrigation has the potential to clear up Well No. 7. Four bids were received, and the low bid was from Downey Drilling for \$35,405. Staff is recommending accepting the low bid.

Councilmember Spieker introduced Resolution No. 2021-63 and moved for its approval, with the City cost-sharing one-half of the \$35,405 with the Wayne Country Club (the Country Club will reimburse the City \$17,702.50); Councilmember Woehler seconded.

RESOLUTION NO. 2021-63

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “WELL NO. 6 PUMP REPLACEMENT PROJECT” — DOWNEY DRILLING - \$35,405.

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

Council President Brodersen advised the Council that Mayor Giese received the resignation of Councilmember Dwaine Spieker effective at the end of this meeting. Because the resignation is effective at the end of this meeting, Mayor Giese requested Council to accept the same and then declare a “Notice of Vacancy” in Ward 3 and authorize the City Clerk to publish notice.

Councilmember Spieker made a motion, which was seconded by Councilmember Woehler, to accept the resignation of Councilmember Dwaine Spieker effective at the end of this meeting and to declare a “Notice of Vacancy” in Ward 3 and authorize the City Clerk to publish notice.

Councilmember Spieker noted the reason he is resigning is because he is moving out of Ward 3.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who were absent, the Council President declared the motion carried.

There being no further business to come before the meeting, Council President Brodersen declared the meeting adjourned at 6:18 p.m.



Vendor	Payable Description	Payment Total
ACES	ACES WIND ENERGY SERVICE AGREEMENT	956.14
AMAZON.COM, LLC	OFFICE SUPPLIES/DVD'S	888.47
AMERITAS LIFE INSURANCE	AMERITAS ROTH	174.53
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,812.92
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	91.43
APPEARA	LINEN & MAT SERVICE	124.61
BATTERIES PLUS #78	LEAD BATTERIES	965.16
BINSWANGER GLASS	HANDICAP DOOR CLOSURE BUTTON	394.50
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	45,454.04
BOMGAARS	BATTERIES/STRAPS/MORTAR MIX/FITTINGS	255.18
BORDER STATES INDUSTRIES, INC	POST TOP FIXTURES/METER SOCKETS/TUBING	14,204.96
BROWN, SANDY	GREEN TEAM FACEBOOK ADS	131.49
CARHART LUMBER COMPANY	WOOD/CONCRETE/BATTERIES/BLADES/PIPE	361.55
CDW GOVERNMENT LLC	EMAIL FILTER/VIRUS PROTECTION	4,066.01
CENTURYLINK	TELEPHONE CHARGES	425.45
CITY EMPLOYEE	SAFETY BOOTS	145.51
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,880.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	515.67
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	285.94
CITY OF MADISON	2022 SALAMANDER FEES	150.00
CITY OF NORFOLK	SNARE MATCH	1,500.00
CITY OF WAYNE	PAYROLL	84,665.00
CITY OF WAYNE	UTILITY REFUNDS	2,736.91
COMMUNITY REDEVELOPMENT AUTHORITY	ECONOMIC DEVELOPMENT	25,000.00
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	89.48
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	103.20
DISPLAY SALES INC	CHRISTMAS LIGHTS	987.00
ENGINEERED CONTROLS, INC	SERVICE AGREEMENT	2,350.00
FIRST CONCORD GROUP LLC	FLEX FEES	3,467.88
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	385.59
GALE/CENGAGE LEARNING	BOOKS	25.34
GERHOLD CONCRETE CO INC.	BLOCKS/CONCRETE/STEPS	2,077.33
GRIFE, AUSTIN	CAC MEMBERSHIP REFUND	110.00
GROSSENBURG IMPLEMENT INC	FILTERS	52.40
HEIKES AUTOMOTIVE LLC	TOWING CHARGES	100.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	235.16
HOSKINS, BRAD	TREE INCENTIVE	50.00
HUBER TECHNOLOGY INC	LONGO BAGS	195.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	34.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	375.83

Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	145.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	159.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	55.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	366.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	112.52
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,619.90
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	124.70
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	7,916.38
IRS	MEDICARE WITHHOLDING	9.38
IRS	FICA WITHHOLDING	40.10
IRS	MEDICARE WITHHOLDING	3,375.46
IRS	FEDERAL WITHHOLDING	10,759.35
IRS	FICA WITHHOLDING	14,433.02
ISLAND SPRINKLER SUPPLY CO	IRRIGATION SUPPLIES	419.72
JEO CONSULTING GROUP	PINE HEIGHTS/MASTER AGREEMENT	20,570.81
JR ROOFING	ROOF REPAIRS	510.00
LAUREL RECREATION	VOLLEYBALL TOURNAMENT	-600.00
LAUREL RECREATION	REC VOLLEYBALL TOURNAMENT	500.00
MACQUEEN EQUIPMENT	PUSH CAMERA	10,900.00
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	200.61
MIDWEST ALARM SERVICES	ALARM BATTERIES	69.66
MUNICIPAL SUPPLY INC	FITTINGS	62.21
NCOA	CONFERENCE REGISTRATION-T HOEMAN	250.00
NDEE-FISCAL SERVICES	WATER OP III TEST	150.00
NE DEPT OF REVENUE	STATE WITHHOLDING	1.14
NE DEPT OF REVENUE	STATE WITHHOLDING	4,700.17
NE DEPT OF TRANSPORTATION	HANDIVAN SALE	-5,309.60
NE DEPT OF TRANSPORTATION	HANDIVAN SALE	5,309.60
NE DEPT OF TRANSPORTATION	HANDIVAN SALE	4,846.60
NE HARVESTORE	TOOL CAT TIRES	2,040.78
NE LAW ENFORCEMENT	FLEET USE FEES-D HENSCHKE	175.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	1,610.00
NORTHEAST NE ECONOMIC DEV DIST	SEPT 21 ADMIN/CONSTRUCTION SERVICES	765.00
OLSSON ASSOCIATES	ENGINE RE-CERTIFICATION	5,885.00
QUALITY 1 GRAPHIC	HELMET DECALS	50.00
RON'S RADIO	CHARGER CUP	131.70
S & V EXCAVATION	DIRT WORK LAGOON BERM/FILL AERATOR POND	8,448.75
SCHULTZ, EVERETT	RIGHT OF WAY DEPOSIT/FEE REFUND	535.00
STADIUM SPORTING GOODS	EMBROIDERY	30.00
STAPLES, INC	OFFICE SUPPLIES	47.59
TOTAL GRAPHICS	SHIRTS/POSTER	176.00
US BANK	LODGING/CONFERENCE/CLOCKS/MANOMETER/TECH SUPPLIES	6,363.23
VAN DIEST SUPPLY	TRIMEC	740.25
VIAERO WIRELESS	CELL PHONE	66.46
WESCO DISTRIBUTION INC	FAULTED CIRCUIT INDICATOR LOAD TRACKER/PEDESTAL	2,247.00
WISNER WEST	FD GASOLINE	204.11
	<b>Grand Total:</b>	<b>312,734.06</b>

**NOTICE OF 2<sup>nd</sup> PUBLIC HEARING FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT 19-PW-017**

---

NOTICE IS HEREBY GIVEN that on November 2, 2021, at 5:30 p.m. in the City Council Chambers, the City of Wayne will hold a public hearing concerning an application to the Department of Economic Development for a Community Development Block Grant (CDBG). This grant is available to local governments for community and economic development activities.

The City of Wayne was awarded \$435,000 of CDBG Public Works (PW) funds, of which \$400,000 will be used for infrastructure improvements to the following areas: Pine Heights Road between 9<sup>th</sup> and 10<sup>th</sup> Street, and approximately 300 feet west and 125 feet east on 10<sup>th</sup> Street and 75 feet north on Lilac Lane from the intersection of Pine Heights, Lilac Lane and 10<sup>th</sup> Street. \$25,000 will be used for general administration, and \$10,000 will be used for construction management. The estimated cost of the street improvements is \$916,230. To date, \$267,905 of CDBG funds have been expended. All CDBG funds will benefit low-to-moderate income persons in the community. No persons will be displaced as a result of this project.

All interested parties are invited to attend this public hearing, at which time you will have an opportunity to be heard regarding the grant. Written testimony will also be accepted at the public hearing scheduled for 5:30 p.m., November 2, 2021, at the Wayne City Council Chambers located at 306 Pearl Street, Wayne, Nebraska 68787. Written comments addressed to Betty A. McGuire, City Clerk, at PO Box 8, Wayne, Nebraska 68787 will be accepted if received on or before November 2, 2021.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Betty A. McGuire, City Clerk, at PO Box 8, 306 Pearl Street, Wayne, Nebraska 68787 or at (402) 375-1733 no later than October 28, 2021. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a one-day notice is received by the City of Wayne.

To be Published 1 time

Send bill and proof of publication to:

Betty A. McGuire  
City of Wayne  
PO Box 8  
Wayne, NE 68787

Send 2<sup>nd</sup> proof of publication to:

Jan Merrill, Community Planning  
NENEDD  
111 South 1<sup>st</sup> Street  
Norfolk, NE 68701

## CDBG CONTRACT AMENDMENT REQUEST FORM

This form must be completed and submitted to the Nebraska Department of Economic Development when making a contract amendment request. Complete the sections for each type of amendment requested. Along with this form, you are required to submit all attachments identified under the applicable amendment type.

CDBG Grant # 19-PW-017 Grantee City of Wayne

DED Program Representative Aaron Boucher

<b>By completing this form, I confirm that this project is current on all reporting requirements.</b>	
Name, Organization	<u>NENEDD</u>
Email	<u>jan@nenedd.org</u>
Requesting Amendment #	<u>1</u> Date of Last Project Status Report (PSR): <u>7/30/2021</u>

**Extension of Contract End Date**

Original Contract End Date Sunday, November 21, 2021  
Current Contract End Date including any previously approved extensions Sunday, November 21, 2021  
Proposed Contract End Date Sunday, May 21, 2022

**Required Attachments**

- Attachment 1:** Letter from the Chief Elected Official including:
1. Certification that the local governing body has approved the extension.
  2. Identification and reasons for the proposed amendment, including:
    - a. Changes to the nature of the project requiring the amendment;
    - b. Steps implemented to avoid any future amendment requests for the same reasons.
  3. Where additional local matching funds are required due to this extension, certification that such funds are available.
- Attachment 2:** Revised implementation schedule showing completion of major milestones for all activities.

**Decrease in proposed accomplishments**

Original Proposed Accomplishments \_\_\_\_\_ Amended Proposed Accomplishments \_\_\_\_\_

**Required Attachments**

- Attachment 1:** A letter from the Chief Elected Official including:
1. Certification that the local governing body has approved the decrease in proposed accomplishments;
  2. Identification and reasons for the proposed amendment; including
    - a. Changes to the nature of the project requiring the amendment;
    - b. Steps implemented to avoid any future amendment requests for the same reasons.
  3. If additional local matching funds are required due to this decrease, certification that such funds are available.
- Attachment 2:** Revised implementation schedule showing completion of major milestones for all activities.

**Amendment to Housing Program Guidelines**

**Required Attachments**

- Attachment 1:** Letter from the Chief Elected Official including:
1. Certification that the local governing body has approved the amendment to the housing program guidelines;
  2. Identification and reasons for the proposed amendment;
  3. If additional local matching funds are required due to this amendment, certification that such funds are available.
- Attachment 2:** If the housing program guidelines amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.
- Attachment 3:** A complete copy of the proposed revised housing program guidelines.

**Budget/Sources and Uses Amendment**

Original Contract Budget Approved

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
<b>Total</b>				

Proposed Budget After Amendment

Activity Name	Activity Number	CDBG Funds	Other Funds	Total Funds
<b>Total</b>				

**Required Attachments**

**Attachment 1:** Letter from the Chief Elected Official including:

1. Certification that the local governing body has approved the budget amendment;
2. Identification and reasons for the proposed budget amendment; including
  - a. Changes to the nature of the project requiring the amendment;
  - b. Steps implemented to avoid any future amendment requests for the same reasons.
3. If additional local matching funds are required due to this amendment, certification that such funds are available.
4. If the amendment includes a new activity, certification that the activity meets the national objective.

**Attachment 2:** Minutes from the public hearing held on the proposed amendment (required if reallocating more than 10% of the total original grant amount).

**Attachment 3:** If the budget amendment will affect major milestones, a revised implementation schedule showing completion of major milestones for all activities.

**Attachment 4:** Certification of re-evaluation of the environmental assessment (this form is included in the CDBG Administration Manual Chapter 6 – Environmental Review).

<b>FOR DED USE ONLY</b>			
Program Representative Recommendation: <input type="checkbox"/> approve <input type="checkbox"/> deny <input type="checkbox"/> consultation	Initials	Date	
	Signature		
Date amendment request received	Printed Name/Title		
<input type="checkbox"/> approved <input type="checkbox"/> denied	Date		



**RESOLUTION NO. 2021-64**

**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 (21-PW-022).**

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant 21-PW-022; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$25,000 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 21-PW-022, 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 2<sup>nd</sup> day of December, 2021.

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, Wayne County of 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 and 24 CFR 570, 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, as part of its 2021 CDBG grant agreement with the Department, under contract number 21-PW-022, has been awarded CDBG funds for the purposes set forth herein, and **WHEREAS**, the City, 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 the parties sign and complete execution of the contract. The termination date of the contract shall be the date of the Certificate of Completion letter from DED.

**3. Consideration**

- 1. 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 \$25,000.** Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation and billed at the current board approved hourly rate see Exhibit #1.

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 CDBG 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 may be required under 2 CFR {200.300-345 and any such procedures that the Community or the Department may prescribe. 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 Community for a period of ten years after the final audit of the Community's CDBG project, unless a longer period is required to resolve audit findings or litigation.

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 CDBG 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**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their 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. 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.

This agreement contains all terms and conditions agreed to by the Community and the Consultant. The attachment(s) to this agreement are identified as follows:

ATTACHMENT #1

SCOPE OF WORK AND FEES for Wayne, Nebraska consisting of 2 pages.

**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 \_\_\_\_\_

**APPROVED as to legal form:**

Community Attorney

BY \_\_\_\_\_

DATE \_\_\_\_\_

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

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

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



Good Life. Great Partnerships.

www.nenedd.org

Progress Requires Direction

EXHIBIT #1

As of January 1, 2021, the new hourly billing rate is \$75 per hour as approved by the Board of Directors on December 16, 2020. Below is an excerpt of those meeting minutes.

BY: Thomas L. Higginbotham Jr.

TITLE Board Chairman

DATE December 16, 2020

D. Consideration to approve a billing rate increase. NENEDD Executive Director Thomas L. Higginbotham Jr. presented. NENEDD has been charging \$60 per hour for approximately the past 10 years. As operating costs continue to increase on an annual basis, staff has determined that it is time to raise the rate to \$75 per hour for member communities and \$125 per hour for non-member communities. Staff obtained the billing rates from the other economic development districts for a comparison and the considered rate increase is in line with what the other districts are charging. Charlie Bahr made a motion to approve a billing rate increase. Gary Jackson seconded that motion. **AYES:** Gary Jackson, Judy Mutzenberger, Loren Kucera, Dan Kathol, Glen Ellis, Tina Bitegbe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhlir. Motion carried.

NENEDD 111 S. 1st Street Norfolk, NE 68701 (402) 379-1150 (402) 379-9207  
equal housing opportunity



**RESOLUTION NO. 2021-65**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT NO. 21-PW-022 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 2<sup>nd</sup> day of November, 2021.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
AGREEMENT NO. 21-PW-022  
[CFDA #14.228]**

This agreement is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Wayne, Nebraska ("Subrecipient") 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 Subrecipient submitted an application ("Application") to undertake community development activities ("Project") 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 Subrecipient fulfilling one of the three 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. *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 Subrecipient 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 → 4,285 persons, of whom 2,310 (53.91%) are LMI persons.

E. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

#### **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 Subrecipient for allowable expenses incurred will not exceed **Three Hundred Three Thousand Dollars (\$303,000)**.

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 Subrecipient is allowed to use for administration expenses. Only **Twenty-Five Thousand Dollars (\$25,000)** of CDBG funds may be used for approved administrative and audit expenses.

The CDBG funds granted to the Subrecipient must be used to fund the Project as detailed in the Application. The Project generally involves repurposing a currently unused shower house into a four-season recreational facility for events such as picnics, Boy and Girl Scout meetings and family reunions as well as to create an Americans with Disabilities Act (ADA) accessible trailhead and connect the established trail system for Wayne, Nebraska.

Requests by the Subrecipient 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 Subrecipient 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 agreement shall commence on October 18, 2021 and terminate on April 17, 2024. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed on or before this date. The provisions of this agreement that survive the termination date are specified in Part IV.

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

Failing to fulfill a national objective will result in the disallowance of CDBG funding for the Project, and CDBG regulations require the Subrecipient 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 agreement.

### **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 January 18, 2022. The Department reserves the right to cancel the agreement if these special conditions are not met by this date.

#### **§2.01 Subrecipient Information Sheet.**

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

#### **§2.02 Environmental Review.**

The Subrecipient 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.

The Subrecipient agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Subrecipient shall not allow any subrecipient to assume the Subrecipient's Environmental Review responsibilities.

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

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

### **§2.04 Financial Management.**

The Subrecipient must submit documentation evidencing completion of all financial management system requirements and execution of the financial management certification form prescribed by the Department. Subrecipients shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Project.

### **§2.05 Procurement Standards.**

The Subrecipient 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. §§200.317 through 200.327 (with emphasis on the provisions in 2 C.F.R. §200.323 regarding procurement of recovered materials). Such procurement standards must include written standards of conduct covering conflicts of interest and governing the actions of the Subrecipient's employees engaged in the selection, award, and administration of contracts.

These standards do not relieve the Subrecipient of any contractual responsibilities under its contracts. The Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

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

The Subrecipient 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 Subrecipient must submit documentation identifying its fair housing representative, and it must include the representative's name and contact information. The Subrecipient

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.

The Subrecipient must include a listing of all CDBG grants funded during the last ten (10) years. The Subrecipient must describe the fair housing actions that were proposed and/or completed during that time so that the applicant clearly demonstrates that the proposed activities builds upon previous fair housing initiatives.

In addition, the Subrecipient 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.

#### **§2.08 [RESERVED].**

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

The Subrecipient 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 Subrecipient 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 Subrecipient, 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Other Special Conditions.**

None.

**PART III: SOURCES AND USES OF FUNDS.**

**§3.01 Sources and Uses of Funds.**

<b>SOURCES→</b>	<b>CDBG</b>	<b>OTHER</b>	<b>TOTAL</b>
<b>USES (Activities)↓</b>			
<b>03F Construction Management</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$10,000</b>
<b>21A General Administration</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>
<b>03F Park Improvements</b>	<b>\$268,000</b>	<b>\$80,400</b>	<b>\$348,400</b>
<b>TOTAL</b>	<b>\$303,000</b>	<b>\$80,400</b>	<b>\$383,400</b>

The Sources and Uses of Funds table above reflects:

- The anticipated total costs of the CDBG-assisted Project.
- The CDBG-assisted activities being funded.
- The sources and amounts of other matching funds required for each activity.
- The maximum authorized CDBG funds for each CDBG-assisted activity.
- The ratio (derived by computation, not expressly shown) of CDBG funds to other matching funds for each CDBG-assisted activity 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 AGREEMENT 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 Subrecipient or a subrecipient of the Subrecipient 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, and
- 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 Subrecipient'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 Subrecipient 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 Subrecipient 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 Subrecipient maintains program income.

##### **§4.02 Matching Requirements.**

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

With each request for CDBG funds, the Subrecipient 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 Subrecipient will be responsible for costs that exceed the total Project costs.

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

By signing this agreement, the Subrecipient certifies that it possesses the legal authority to accept CDBG funds and to carry out the Project described in this agreement and that the Subrecipient'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 Subrecipient, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

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

The Director of the Department or their designee is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Department.

The Chief Elected Official of the Subrecipient or their designee is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Subrecipient.

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

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

The Subrecipient must comply with all applicable CDBG Regulations in 24 C.F.R. Part 570. The Subrecipient must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this agreement 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 Subrecipient agrees to establish internal controls in order to have reasonable assurance that the Subrecipient is carrying out the Project in compliance with federal statutes, regulations, and the terms and conditions of this agreement, as required by 2 C.F.R. §200.303. The Subrecipient also agrees to comply with provisions regarding

the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

#### **§4.06 Record Keeping.**

The Subrecipient 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 Subrecipient; (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 Subrecipient 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 Subrecipient for the period required by 2 C.F.R. §200.334 (as interpreted by HUD and applied to the CDBG program through 24 C.F.R. §570.490). The Subrecipient also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R. §200.336.

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 Subrecipient's records pertaining to all matters covered by this agreement. The Subrecipient agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

#### **§4.07 Reports.**

The Subrecipient must submit timely reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this agreement. The Subrecipient will also be required to submit a final performance and financial report, in such form as the Department may prescribe, at grant closeout.

Additionally, prior to closeout, the Subrecipient must submit documentation demonstrating the actions or services that were taken during the course of the grant by the Subrecipient to affirmatively further fair housing, as required in §2.07, and ensure meaningful access to the Project activities for LEP persons, as required in §2.10.

Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

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

The Subrecipient is responsible for the efficient and effective administration of the CDBG funds provided to it under this agreement. The Subrecipient agrees to administer the CDBG funds in a manner consistent with this agreement, 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 Subrecipient 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 Subrecipient on the basis of a later audit or other review. In other words, the obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this grant.

#### **§4.09 Conflict of Interest.**

The Subrecipient 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 Subrecipient'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 Subrecipient 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.

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

All provisions of this agreement will be made binding on any subrecipient or contractor of the Subrecipient, and the Subrecipient will, nonetheless, remain fully obligated under the provisions of this agreement.

Any such subrecipient or contractor of the Subrecipient 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 Subrecipient for its records.

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

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

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

#### **§4.12 Intellectual Property.**

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to 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.

#### **§4.13 Religious Activities.**

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

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

The Subrecipient 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 Subrecipient agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG funds.

#### **§4.15 Reversion of Assets.**

Consistent with the provisions at 24 CFR 570.703, the Subrecipient shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.

Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended

purpose for five years after expiration of the agreement. Should the Subrecipient fail to utilize said property for its intended purpose, the Subrecipient shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

#### **§4.16 Anti-Lobbying.**

To the best of the Subrecipient's knowledge and belief: no federal appropriated funds have been paid or will be paid by or on behalf of the Subrecipient 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 agreement, 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 agreement, 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 agreement, grant, loan, or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

#### **§4.17 Waivers and Assignment of Interest.**

No conditions or provisions of this agreement can be waived unless approved by the Department in writing. The Subrecipient may not assign or transfer any interest in this agreement 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 agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this agreement.

#### **§4.19 Severability.**

If any provision of this agreement 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 agreement.

#### **§4.20 Early Termination; Termination by Mutual Agreement.**

The Department may terminate this agreement for any reason upon sixty (60) days written notice to the Subrecipient.

This agreement 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 Subrecipient 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 Subrecipient 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 agreement by the Subrecipient 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 agreement):

- (a) *Suspension.* After notice to the Subrecipient, the Department may suspend the agreement and withhold any further payment or prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient or a decision to terminate.
- (b) *Termination.* The Department may terminate the agreement, in whole or in part, at any time whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the agreement. The Department will promptly notify the Subrecipient in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Subrecipient 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 agreement up to the date of termination. The Subrecipient 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 agreement 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 agreement. 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 Subrecipient in performing this agreement. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient 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 agreement which could result in the Department declaring the Subrecipient to be in default on the agreement.

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

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

The Subrecipient 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, Subrecipient 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 agreement.

#### **§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 agreement 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 agreement. 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 agreement if the Subrecipient is

prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain release based on a Force Majeure Event, the Subrecipient 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 agreement.

#### **§4.30 Drug Free Workplace.**

The Subrecipient 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 agreement, 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 agreement 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 agreement) shall survive expiration or termination of this agreement.

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

The Subrecipient 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 agreement 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).
- Agreement 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 agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

<p><b>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</b></p> <p>By: _____ (Director or Designee)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>	<p><b>SUBRECIPIENT → City of Wayne, Nebraska</b></p> <p>By: _____ (Authorized Official)</p> <p>_____ (Typed or Printed Name/Title)</p> <p>_____ (Date)</p>
--	--

October 26, 2021

Wes Blecke  
City Administrator  
306 Pearl Street  
POB 8  
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Sanctuary Apartments, LLC*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on October 13, 2021 and reviewed a revolving loan fund application to Wayne's Economic Development Program by *Sanctuary Apartments, LLC*.

The Review Committee met with Mr. Matthew Ley, managing member of *Sanctuary Apartments, LLC*. Mr. Ley said the company intends to utilize the WEDP Funds to renovate and repurpose the former First Baptist Church building located at 400 Main Street, which would convert it from a church to a 6-unit market-rate apartment complex in downtown Wayne. To match the request of \$400,000 from the WEDP, *Sanctuary Apartments, LLC* has provided \$450,000 in cash equity, has secured financing via a local lender, and has submitted a TIF Application to the Wayne CRA for TIF-eligible costs. The total project is estimated to cost between \$1.2- and \$1.4-million.

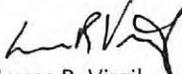
Following the meeting with Mr. Ley, the Review Committee discussed the request by *Sanctuary Apartments, LLC* for an LB840 RLF Loan of \$400,000. The Review Committee acknowledged that if approved by Council, the request by *Sanctuary Apartments, LLC* would be the largest loan in the history of the WEDP. However, the Review Committee strongly supports the project and noted that it could be categorized under multiple eligible activities specified by the City of Wayne's LB840 Economic Development Plan.

The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Sanctuary Apartments, LLC*:

- approval of the loan request for \$400,000;
- a loan repayment period of 10 years, based on a 20-year amortization;
- and, an interest rate to be set at one half the rate set by the primary lender.

Please convey this recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

  
Lucas R. Virgil  
Executive Director



**APPLICATION FOR WAYNE'S  
ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND**

Application Number:

Date Received

LB840 (form approved 073109)

**2021**

**PART I. GENERAL INFORMATION**

*TYPE OR PRINT ALL INFORMATION*

<b>1. APPLICANT IDENTIFICATION</b>			<b>2. PERSON PREPARING APPLICATION</b>		
Applicant Name <u>SANCTUARY APARTMENTS, LLC</u>			Name/Business <u>MATTHEW LET, MNG. MBR.</u>		
Mailing Address <u>219 FAIRWAY CIRCLE</u>			Address <u>219 FAIRWAY CIRCLE</u>		
Wayne <u>NE 68787</u>			Wayne <u>NE 68787</u>		
(City) (State) (ZIP)			(City) (State) (Zip)		
Telephone Number <u>402.369.3790</u>			Telephone Number <u>402.369.3790</u>		
Fax Number [REDACTED]			Federal Tax ID # / SS# [REDACTED]		
Federal Tax ID Number [REDACTED]			Federal Tax ID # / SS# [REDACTED]		
Email Address <u>mley92@live.com</u>			Email Address <u>mley92@live.com</u>		
<b>3. BUSINESS TYPE</b>			<b>5. FUNDING SOURCES</b>		
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:			WEDP Funds Requested \$ <u>400,000</u>		
<b>4. ASSISTANCE TYPE REQUESTED</b>			Matching Funds \$ <u>450,000</u>		
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other			Other Funds \$ <u>550,000</u>		
			Total Project Funds \$ <u>1,400,000</u>		
			<i>(Round amounts to the nearest hundred dollars.)</i>		

**6. PROGRAM SUMMARY:** Brief narrative description of the project for which WEDP funds are requested

THIS LLC IS BEING CREATED TO SAVE THE 1<sup>ST</sup> BAPTIST CHURCH ON 4<sup>TH</sup> AND MAIN (BUILT 1909). WE WOULD LIKE TO CONVERT THIS BUILDING TO SIX MARKET RATE APARTMENTS TO 1. REINFORCE "DOWNTOWN LIVING" AND 2. FILL A NEED FOR NICER RENTAL OPTIONS IN TOWN.

**7. CERTIFYING OFFICIAL:** Chief Executive Officer or owner of applicant requesting WEDP funds.

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all Federal, state and local requirements governing the use of WEDP funds.

Signature in ink: [Signature] M. MBR    Typed Name and Title: MATTHEW LET, MNG. MBR.    Date Signed: 10/1/21  
 Attest: [Signature]    Typed Name and Title: Luke Virgil, WAED Executive Director    Date Signed: 10/04/2021

**SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:**

Wayne Economic Development Program Fund  
108 W 3rd Street, Wayne, NE 68787  
(402) 375-2240 Fax (402) 375-2246

**PART II. FUNDING SUMMARY**

**(Round amounts to the nearest hundred dollars.)**

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements		175,000		175,000	EQUITY
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.					
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.	200,000	275,000	325,000	800,000	EQUITY + TIF
Activities to revitalize and encourage growth in the downtown area.	200,000		225,000	425,000	EQUITY + BOND LEAN
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
<b>TOTAL PROGRAM COSTS</b>	<b>400,000</b>	<b>450,000</b>	<b>550,000</b>	<b>1,400,000</b>	

**APPLICANT CERTIFICATIONS**

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By: \_\_\_\_\_ Date: \_\_\_\_\_

If benefiting business/organization is a Corporation, sign below:

By: [Signature] MANLO MPR - SOUTHWEST MPR, LLC Date: 10/1/21

Attest [Signature] Luke Virgil/WAED Executive Director 10/04/2021  
 Typed Name/Title Date

**PART III. PROJECT DESCRIPTION AND IMPACT**

On separate sheets of paper, provide any additional information (such as jobs to be created, collateral assignments, community impact, etc.) and enclose with this application form.

Submit the original and one copy of the application form and all application materials.

**DO NOT BIND, FOLD, OR STAPLE**



**Progress Estimate**

**Contractor's Application**

For (Contract):		Pine Heights Road & Utility Improvements, COBG No. 19-PW-017		Application Number: 4							
Application Period:		10/1/2021 to 10/30/2021		Application Date: 10/28/2021							
Bid Item No.	Item Description	Contract Information			C	D	E	F		G	
		Item Quantity	Units	Unit Price				Total Value of Item (\$)	Total Completed and Stored to Date (D + E)		% (F / B)
<b>GROUP A - PAVING IMPROVEMENTS</b>											
1	Mobilization	1	LS	\$12,500.00		1	\$12,500.00		\$12,500.00	100.0%	
2	Temporary Traffic Control Measures	1	LS	\$12,500.00		1	\$12,500.00		\$12,500.00	100.0%	
3	Clearing and Grubbing	1	LS	\$5,000.00		1	\$5,000.00		\$5,000.00	100.0%	
4	Remove Tree	4	EA	\$1,200.00		2	\$2,400.00		\$2,400.00	50.0%	\$2,400.00
5	Excavation, Established Quantity	367	CY	\$6.00		367	\$2,202.00		\$2,202.00	100.0%	
6	Remove Pavement	3232	SY	\$6.00		3351	\$19,392.00		\$19,392.00	103.7%	
7	Remove Concrete Sidewalk	2,445	SF	\$5.00		2984	\$7,935.00		\$7,935.00	122.0%	
8	Subgrade Stabilization (Field Approval Required)	1,482	SY	\$22.00		2986	\$32,604.00		\$32,604.00	100.7%	
9	8" Concrete Pavement	2964	SY	\$70.40		2986	\$210,214.40		\$210,214.40	100.7%	
10	Steel Reinforcement in Paving	1	LS	\$7,000.00		1	\$7,000.00		\$7,000.00	100.0%	
11	6" Concrete Driveway	419	SY	\$63.80		445	\$28,391.00		\$28,391.00	106.2%	
12	5" Concrete Sidewalk	2785	SF	\$6.40		1100	\$7,040.00		\$7,040.00	39.5%	\$10,784.00
13	Detectable Warning Panels	48	SF	\$24.00		16	\$384.00		\$384.00	33.3%	\$768.00
14	Silt Fence, Low Porosity	803	LF	\$7.00		60	\$420.00		\$420.00	7.5%	\$5,201.00
15	Area Inlet Sediment Filter	2	EA	\$450.00					\$1,800.00	80.0%	\$900.00
16	Curb Inlet Sediment Filter	5	EA	\$450.00		4	\$2,250.00		\$1,800.00	80.0%	\$450.00
17	Hydro-Seeding, Fertilizer	2104	SY	\$2.00					\$1,116.00	100.0%	
18	Remove Fence	98	LF	\$12.00		93	\$1,116.00		\$1,116.00	100.0%	
19	4' Chain Link Fence	83	LF	\$24.00		83	\$1,992.00		\$1,992.00	100.0%	
20	Modular Block Retaining Wall	64	SF	\$48.00					\$3,072.00		\$3,072.00
<b>GROUP B - STORM SEWER IMPROVEMENTS</b>											
1	Mobilization	1	LS	\$12,500.00		1	\$12,500.00		\$12,500.00	100.0%	
2	Square Manhole Frame & Cover	2	EA	\$3,740.00					\$3,740.00		\$3,740.00
3	18" Round Equivalent (RE) RCP, Class III	62	LF	\$72.60		62	\$4,501.20		\$4,501.20	100.0%	
4	Storm Sewer Tap, 18"	1	EA	\$500.00		1	\$500.00		\$500.00	100.0%	
5	Modified Manhole Top with Ring & Cover	1	EA	\$9,500.00		1	\$9,500.00		\$9,500.00	100.0%	
6	Curb Inlet (y=8')	2	EA	\$4,550.00		2	\$9,100.00		\$9,100.00	100.0%	
7	4" PVC Drain Pipe	26	LF	\$36.00					\$936.00		\$936.00
<b>GROUP C - WATER MAIN IMPROVEMENTS</b>											
1	Mobilization	1	LS	\$12,500.00		1	\$12,500.00		\$12,500.00	100.0%	
2	8" PVC Water Main, DR 18	996	LF	\$59.70		1008	\$60,177.60		\$60,177.60	101.2%	
3	Connect to Existing Water Main	5	EA	\$1,101.00		5	\$5,505.00		\$5,505.00	100.0%	

**Progress Estimate**

**Contractor's Application**

For (Contract):		Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017		Application Number:	4					
Application Period:		10/1/2021 to 10/30/2021		Application Date:	10/28/2021					
Bid Item No.	Item Description	Contract Information			C	D	E	F	G	
		Item Quantity	Units	Unit Price						Total Value of Item (\$)
4	8" 45 Degree Bend, MJR	10	EA	\$588.00	\$5,880.00	14	\$8,232.00	\$8,232.00	140.0%	\$8,232.00
5	8" 22.5 Degree Bend, MJR	4	EA	\$558.00	\$2,232.00	4	\$2,232.00	\$2,232.00	100.0%	\$2,232.00
6	8" 90 Degree Bend, MJR	1	EA	\$558.00	\$558.00	1	\$558.00	\$558.00	100.0%	\$558.00
7	8" x 6" x 8" Tee, MJR	2	EA	\$693.00	\$1,386.00	2	\$1,386.00	\$1,386.00	100.0%	\$1,386.00
8	8" x 8" x 8" Tee, MJR	5	EA	\$927.00	\$4,635.00	3	\$2,781.00	\$2,781.00	60.0%	\$1,854.00
9	8" X 6" Reducer, MJR	3	EA	\$417.00	\$1,251.00	3	\$1,251.00	\$1,251.00	100.0%	\$1,251.00
10	8" X 4" Reducer, MJR	1	EA	\$426.00	\$426.00	1	\$426.00	\$426.00	100.0%	\$426.00
11	8" Gate Valve and Box, MJR	8	EA	\$2,582.50	\$20,660.00	9	\$23,242.50	\$23,242.50	112.5%	\$23,242.50
12	1" PE Water Service (SDR 7)	307	LF	\$31.12	\$9,553.84	317	\$9,865.04	\$9,865.04	103.9%	\$9,865.04
13	8" x 1" Saddle	11	EA	\$360.00	\$3,960.00	12	\$4,320.00	\$4,320.00	109.1%	\$4,320.00
14	1" Corporation Stop	11	EA	\$444.00	\$4,884.00	12	\$5,328.00	\$5,328.00	109.1%	\$5,328.00
15	1" Curb Stop and Box	11	EA	\$978.00	\$10,758.00	12	\$11,736.00	\$11,736.00	109.1%	\$11,736.00
16	Connect Existing Water Service	11	EA	\$432.00	\$4,752.00	12	\$5,184.00	\$5,184.00	109.1%	\$5,184.00
17	Remove Existing Fire Hydrants	2	EA	\$1,550.00	\$3,100.00	2	\$3,100.00	\$3,100.00	100.0%	\$3,100.00
18	Tunnel Water Services	8	LF	\$600.00	\$4,800.00	4	\$2,400.00	\$2,400.00	50.0%	\$2,400.00
19	Remove Valve Boxes	4	EA	\$550.00	\$2,200.00	4	\$2,200.00	\$2,200.00	100.0%	\$2,200.00
<b>GROUP C1 - WATER MAIN IMPROVEMENTS</b>										
1	6" Fire Hydrant Assembly	2	EA	\$6,578.33	\$13,156.66	2	\$13,156.66	\$13,156.66	100.0%	\$13,156.66
<b>GROUP D - SANITARY SEWER IMPROVEMENTS</b>										
1	Mobilization	1	LS	\$12,500.00	\$12,500.00	1	\$12,500.00	\$12,500.00	100.0%	\$12,500.00
2	Remove Sanitary Sewer Manholes	3	EA	\$3,500.00	\$10,500.00	3	\$10,500.00	\$10,500.00	100.0%	\$10,500.00
3	48" Dia. Concrete Manhole	66.9	VF	\$503.76	\$33,701.54	66.9	\$33,701.54	\$33,701.54	100.0%	\$33,701.54
4	8" PVC Sanitary Sewer Main, SDR 26	710	LF	\$71.40	\$50,694.00	710	\$50,694.00	\$50,694.00	100.0%	\$50,694.00
5	Connect to Existing Sanitary Sewer Main	4	EA	\$456.00	\$1,824.00	4	\$1,824.00	\$1,824.00	100.0%	\$1,824.00
6	4" PVC Sanitary Sewer Service, SDR 26	337	LF	\$46.50	\$15,670.50	430	\$19,995.00	\$19,995.00	127.6%	\$19,995.00
7	8" x 4" Wye, PVC	11	EA	\$440.00	\$4,840.00	14	\$6,160.00	\$6,160.00	127.3%	\$6,160.00
8	4" X 4S Bend, PVC	11	EA	\$704.00	\$7,744.00	17	\$11,968.00	\$11,968.00	154.5%	\$11,968.00
9	Connect to Existing Sewer Service	11	EA	\$264.00	\$2,904.00	14	\$3,696.00	\$3,696.00	127.3%	\$3,696.00
10	Plug and Abandon Existing Sewer Main	3	EA	\$800.00	\$2,400.00	3	\$2,400.00	\$2,400.00	100.0%	\$2,400.00
Stored Materials										
<b>TOTAL GROUPS A, &amp; B</b>							\$681,137.94	\$681,137.94	93.8%	\$44,941.80

**ORDINANCE NO. 2021-14**

**AN ORDINANCE ADOPTING OFFICIAL CITY OF WAYNE WARD MAP.**

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

Section 1. That the City of Wayne Ward Map is hereby amended pursuant to the 2020 Census Redistricting Data recently released.

Section 2. That the City of Wayne Ward Map, a copy of which is attached hereto and incorporated herein by reference, is hereby adopted as the Official City of Wayne Ward Map.

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

PASSED AND APPROVED this \_\_\_\_\_ day of November, 2021.

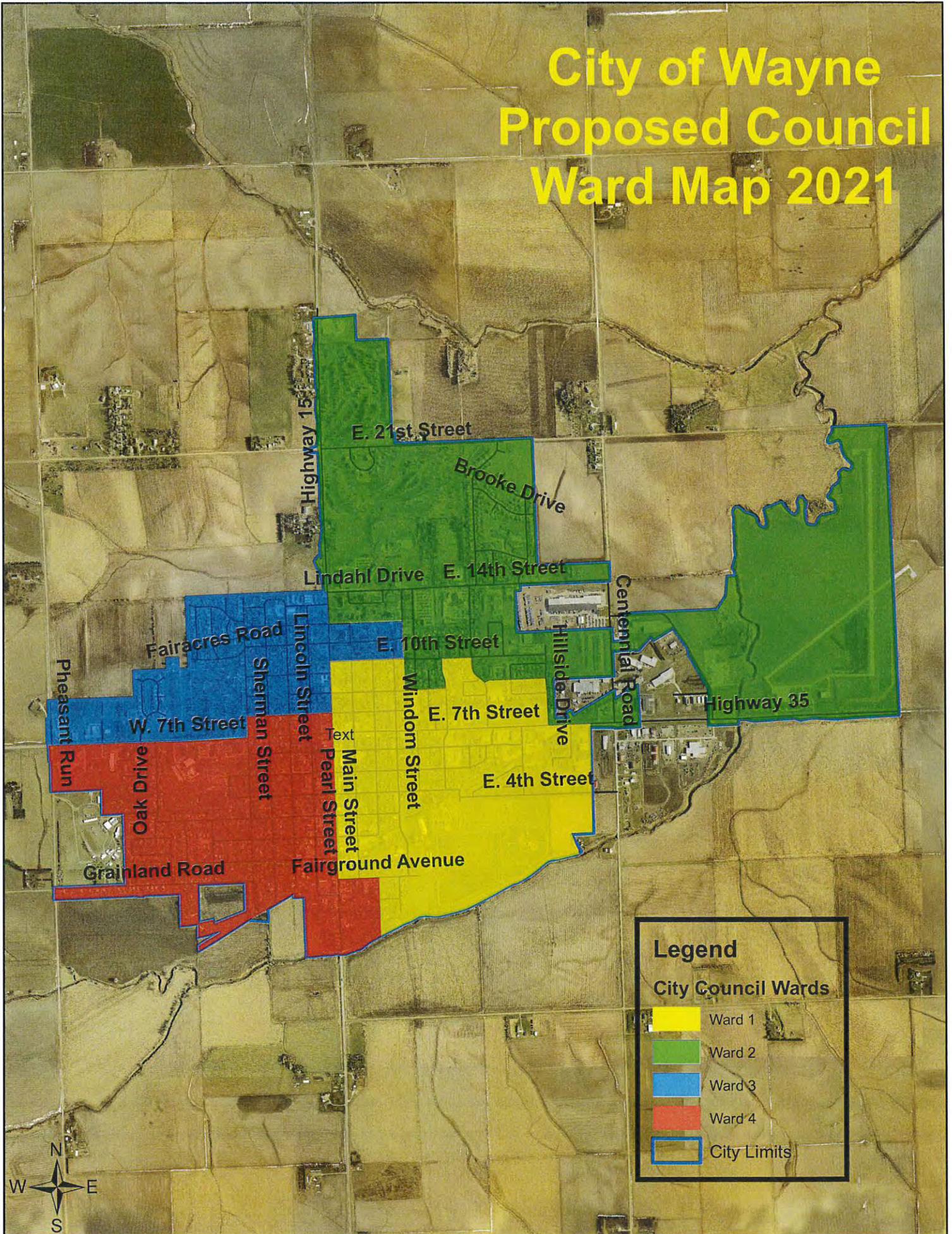
THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

# City of Wayne Proposed Council Ward Map 2021



WARD	POPULATION
1	1,480
2	1,480
3	1,512
4	1,501
Total	5,973