

(Amended: 11/14/22)

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
November 15, 2022**

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. [Approval of Minutes – November 1, 2022](#)
4. [Approval of Claims](#)
5. [Action on the Wayne Volunteer Fire Department Application for Membership of Aidan Dowling — Phil Monahan, Fire Chief](#)
6. [Action to authorize the City Administrator to temporarily pay out Police Dispatchers' vacation leave in the amount over the accrual limit at current wage rates](#)

Background: In order to provide full-time coverage by police dispatchers at this time, we are unable to grant most requests for vacation leave. Under our current policy, employees that have accumulated 280 hours of unused vacation leave can no longer accrue additional vacation leave until they use some. Staff is recommending that we temporarily pay out the vacation time the police dispatchers are unable to use each pay period until we have staff in place to allow vacation leave when requested.

7. [Report by Mytzy Rodriguez-Kufner on Housing Development in Wayne](#)
8. [Public Hearing: Application for Community Development Block Grant – Public Works Funds — Riah Deane, Northeast Nebraska Economic Development District \(Advertised Time: 5:30 p.m.\)](#)

Background: This public hearing is to amend the budget for this grant application. At the previous public hearing, it was noted that the City will provide a minimum of **\$135,333** in matching funds, for a total project cost of **\$568,333**. It has been amended to say that the City will provide a minimum of **\$475,000** in matching funds, for a total project cost of **\$908,000**.

9. [Resolution 2022-69: Authorizing Chief Elected Official to sign an application for Community Development Block Grant 22-PW-008 – Public Works Funds \(\\$433,000\)](#)
10. [Resolution 2022-70: Approving the Service/Consultant Agreement for General Administration Services with Northeast Nebraska Economic](#)

[Development District — CDBG Public Works Grant 22-PW-008 \(\\$25,000\)](#)

Background: This agreement with Northeast Nebraska Economic Development is for the general administration of CDBG 22-PW-008. We were notified on October 19th that we were awarded up to \$433,000 to be used for park improvements – specifically, the continuation of the Wayne walking/biking trail.

11. [Resolution 2022-71: Approving the Service/Consultant Agreement between the City of Wayne and Northeast Nebraska Economic Development for Construction Management — CDBG Public Works Grant 21-PW-022 \(\\$10,000\)](#)

Background: This agreement with Northeast Nebraska Economic Development is for construction management services relating to CDBG 21-PW-022 (Freedom Park Trailhead Project).

12. [Action on Change Order No. 2 in the amount of \\$12,406.60 to Robert Woehler & Sons Construction, Inc., for the “Chicago Street Improvement Project” – Taylor Kube, Olsson](#)
13. [Action on Certificate of Payment No. 6 in the amount of \\$42,515.21 to Robert Woehler & Sons Construction, Inc., for the “Chicago Street Improvement Project” – Taylor Kube, Olsson](#)
14. [Action on Change Order No. 1 in the amount of \\$7,130.00 to Robert Woehler & Sons Construction, Inc., for the “Lincoln Street Improvement Project” – Taylor Kube, Olsson](#)
15. [Action on Certificate of Payment No. 3 in the amount of \\$141,587.66 to Robert Woehler & Sons Construction, Inc., for the “Lincoln Street Improvement Project” – Taylor Kube, Olsson](#)
16. [Resolution 2022-72: Approving Letter Agreement Amendment #2 with Olsson regarding the Lincoln Street Project — Additional \\$10,000](#)

Background: The original Lincoln Street agreement did not include construction services. Some additional information regarding this fee and the projects are below:

- Chicago Street Base Bid Price: \$744,327. Construction Services Fee: \$40,000
- Lincoln Street Bid Price: \$224,429. Construction Services Fee: \$10,000 (being requested)
- The additional fee Olsson is asking for is comparable to the construction cost of the streets.
- Olsson was hoping the contractor would treat this as one big project and that they could perform construction services under the original agreement, but these street projects were constructed separately.
- This amendment is to add \$10,000 to Olsson’s original \$40,000 not to exceed fee.

17. [Resolution 2022-73: Approving the specifications and authorizing the purchase of a 2023 3/4 Ton Regular Cab Ford F250 Pickup through the State Bid System as per the bid proposal received from Anderson Ford, Lincoln](#)

18. Update on discussions with Wayne Community Schools on the future of the Community Activity Center land
19. Discussion/Update on the proposed acquisition of Part of Lots 1, 2, and 3, Block 5, North Addition from First Methodist Church of Wayne
20. Discussion and possible action authorizing City Staff to negotiate the purchase of property from Ameritas Life Insurance Corporation

Parcel 1:

513 Main Street - Part of Lots 4 and 5, and all of Lots 6, 7, 8, and 9, and 16' of the vacated alley, Block 5, North Addition to the City of Wayne, Wayne County, Nebraska (Ameritas Life Insurance Corporation Building)

Parcel 2:

517 Logan Street - Lots 1, 2, 3 and 8' of the vacated alley, Block 6, North Addition to the City of Wayne, Wayne County, Nebraska (Ameritas Life Insurance Corporation Parking Lot)

21. Adjourn

**MINUTES
CITY COUNCIL MEETING
November 1, 2022**

The Wayne City Council met in regular session at City Hall on November 1, 2022, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Brendon Pick, Terri Buck, Nick Muir, Brittany Webber, Chris Woehler, Jason Karsky, Matt Eischeid and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and Attorney Amy Miller.

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.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meeting of October 18, 2022, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS:

FY 2021-2022

ELKINS PORTABLE RESTROOM, SE, 710.00; HAWKINS, SU, 2297.87; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 105.00

FY 2022-2023 APPROVED 10-18-22

ROBERT WOEHLE & SONS, SE, 199504.31; ROBERT WOEHLE & SONS, SE, 37797.08

FY 2022-2023

ACES, SE, 1021.15; AMAZON, SU, 223.36; AMERITAS, SE, 165.31; AMERITAS, SE, 35.00; AMERITAS, SE, 3116.96; AMERITAS, SE, 72.00; AMERITAS, SE, 97.54; APPEARA, SE, 115.09; APPEARA, SE, 72.34; BLUE CROSS BLUE SHIELD, SE, 48458.53; BOMGAARS, SU, 1200.50; BORDER STATES INDUSTRIES, SU, 1476.60; BOUST, SUSAN, RE, 450.00; BSN SPORTS, SU, 907.20; BSN SPORTS, SU, 1679.92; CARROLL DISTRIBUTING, SU, 42.41; CENTURYLINK, SE, 400.54; CITY EMPLOYEE, RE, 115.00; CITY EMPLOYEE, RE, 473.44; CITY OF WAYNE, PY, 93453.99; CITY OF WAYNE, RE, 110.68; COLE PAPERS, SU, 126.70; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 5000.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 99.76; DGR & ASSOCIATES, SE, 7578.00; DUTTON-LAINSON COMPANY, SU, 328.81; EATON, MICHAEL, RE, 250.00; ED M. FELD EQUIPMENT, SU, 519.43; FIREMAN'S ASSOCIATION, RE, 5000.00; FIRST CONCORD GROUP, SE, 3947.74; FLOOR MAINTENANCE, SU, 160.24; GERHOLD CONCRETE, SU, 744.72; HEIKES AUTOMOTIVE, SE, 1457.76; HILAND DAIRY, SU, 89.94; HILAND DAIRY, SU, 157.59; HUNDERTMARK CLEANING SYSTEMS, SU, 376.31; HYDRO OPTIMIZATION, SE, 2406.45; ICMA, RE, 8916.68; ICMA, RE, 339.92; ICMA, SE, 154.18; ICMA, SE, 174.75; ICMA, SE, 105.79; ICMA, SE, 1607.86; ICMA, SE, 387.46; ICMA, SE, 132.14; ICMA, SE, 119.12; ICMA, SE, 65.00; IRS, TX, 15765.54; IRS, TX, 11978.40; IRS, TX, 3687.18; JEO CONSULTING GROUP, SE, 8019.42; MAIN STREET GARAGE, SE, 112.50; MARCO, SE, 180.50; MAXON, PENNY, RE, 200.00; NE DEPT OF REVENUE, TX, 5111.87; NE LIBRARY COMMISSION, FE, 800.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 109.00; OLSSON, SE, 5951.87; O'REILLY AUTOMOTIVE STORES, SU, 45.66; OVERDRIVE, SU, 29.99; QUADIANT, SU, 28.00; ROBERTS, NOAH, SE, 30.00; SECURITY SHREDDING SERVICES, SE, 87.50; STADIUM SPORTING GOODS, SU, 48.00; THOENE, MYLES, SE, 48.00; THRASHER, RE, 500.00; TUCKER, DARYLE, SE, 24.00; USA BLUE BOOK, SU, 227.39; VAKOC, SE, 429.11; VERIZON, SE, 584.58; W.T. COX SUBSCRIPTIONS, SU, 843.43; WAED, SE, 5000.00; WAYNE COUNTY COURT, RE, 150.00; WILSON, ZANE, SE, 30.00; WISNER WEST, SU, 552.23; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 924.18; APPEARA, SU, 176.26; BENSCOTER CONSTRUCTION, RE, 1000.00; BLACK HILLS ENERGY, SE, 534.70; CARHART LUMBER COMPANY, SU, 238.20; CITY OF NORFOLK, RE, 173.97; CITY OF WAYNE, RE, 392.02; DITCH WITCH UNDERCON, SU, 1241.07; FASTENAL, SU, 32.29; FASTWYRE BROADBAND, SE, 90.07; FLOOR MAINTENANCE, SU, 695.15; GALE/CENGAGE LEARNING, SU, 148.79; HAMMER, MARK, RE, 500.00; HILAND DAIRY, SU, 194.56; HOMETOWN LEASING, SE, 436.64; JORGENSEN CONCRETE & CONSTRUCTION, RE, 500.00; JUNCK, PAYTON, SE, 20.00; KUFNER-RODRIGUEZ, MATTHEW, SE, 10.00; LARSON, ELLY, SE, 24.00; MACQUEEN EQUIPMENT, SU, 210.20; MARCO, SE, 175.92; MIDWEST TAPE, SU, 203.97; MIKEY C PRODUCTIONS, SE, 100.00; MILLER LAW, SE, 5416.67; MILLER, DREW, SE, 10.00; NDEE-FISCAL SERVICES, FE, 150.00; NE NOTARY ASSOC, SU, 297.32; NMPP ENERGY, FE, 300.00; NORTHEAST POWER, SE, 6888.00; ODEYS, SU, 1489.45; O'REILLY AUTOMOTIVE STORES, SU, 80.17; POSTMASTER, SU, 1001.21; QUALITY 1 GRAPHIC, SE, 40.00; REINHARDT, DREW, SE, 10.00; ROBERTS, NOAH, SE, 36.00; SPERRY, KYLE, SE, 54.00; TUCKER, DARYLE, SE, 12.00; US BANK, SU, 8725.13; VIAERO, SE, 67.90; WAED, SE, 9368.41; WAYNE COUNTRY CLUB, RE, 9181.20; WESCO, SU, 1155.60; WILSON, REESE, SE, 10.00; ZIMCO SUPPLY, SU, 1230.00

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

Jill Brodersen, Architect, presented Application for Payment No. 2 in the amount of \$28,447.00 to OCC Builders, LLC, for the "Freedom Park Trailhead Project." Ms. Brodersen updated the Council on the project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Application for Payment No. 2 for \$28,447.00 to OCC Builders, LLC, for the "Freedom Park Trailhead Project." Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, to set the Mini-Retreat date for Tuesday, November 29th, at 5:30 p.m. at the Wayne Fire Hall. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Pick updated the Council on the recent meeting that took place with Wayne Community Schools on the future of the Community Activity Center. Superintendent Lenihan advised Mayor Giese that the board was going to continue discovering or continue doing their due diligence in pursuing this matter. Councilmember Pick stated the School's Facilities Committee unanimously picked the area west of the Community Activity Center to put their Pre-K through 2nd grade classroom building on. That group's next meeting will be on November 10th.

Attorney Miller updated the Council on the Bradley J. Woehler and Bradley F. Roberts vs. City of Wayne litigation matter. The matter has been dismissed and Mayor Giese has signed the release. The release will be sent to R. Perry Construction for their signature. The release basically states that R. Perry Construction and the City will not sue Bradley J. Woehler and Bradley F. Roberts unless they come back and sue the City and R. Perry Construction again.

Administrator Blecke gave an update on the R. Perry Construction project. They will start taking applications for the first apartment complex in March and will have it completed for an August move in. Their hope is by the end of the 2023 calendar year to have the second one on line.

Councilmember Karsky updated the Council on the Prairie Park Project (Stool to Cool Lagoon/Lake Project). November will be the 90% completion meeting. The final plans and specs will then be presented in December, and the project will be bid out in January, with construction taking place in the Spring/Summer of 2023.

Discussion took place on the purchase of property from the Ameritas Life Insurance Corporation.

Councilmember Eischeid made a motion, which was seconded by Councilmember Woehler, to enter into executive/closed session for the purpose of protecting the financial interest of the City to discuss the acquisition of real estate from the Ameritas Life Insurance Corporation and to allow Administrator Blecke, City Clerk McGuire and Attorney Miller to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive/closed session began at 5:59 p.m.

Mayor Giese again stated the matter to be discussed in executive/closed session relates to the acquisition of real estate from the Ameritas Life Insurance Corporation.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:18 p.m.

Councilmember Eischeid made a motion, which was seconded by Councilmember Pick, to enter into executive/closed session for the purpose of protecting the financial interest of the City to discuss the acquisition of real estate from the First Methodist Church of Wayne and to allow Administrator Blecke, City Clerk McGuire, and Attorney Miller to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive/closed session began at 6:18 p.m.

Mayor Giese again stated the matter to be discussed in executive/closed session relates to the acquisition of real estate from the First Methodist Church of Wayne.

Councilmember Eischeid made a motion, which was seconded by Councilmember Pick, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:34 p.m.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, authorizing Administrator Blecke to continue to negotiate the purchase of property (parking lot) from First Methodist Church of Wayne as discussed in executive/closed session. Mayor Giese stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:35 p.m.

**Vendor Council Approved 11/1/22**

Vendor	Payable Description	Payment Total
Occ Builders	Freedom Park Trailhead	28,447.00
ACE HARDWARE & HOME	PHONE HANDSET/TOOLS	431.54
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	102.59
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,040.42
AMERITAS LIFE INSURANCE	AMERITAS ROTH	163.86
APPEARA	LINEN & MAT SERVICE	125.10
ARC-HEALTH & SAFETY	FIRST AID CLASS	105.00
AUTO ANATOMY ALTERNATIVES, INC	DOOR BUSHING REPAIRS	123.51
AWE ACQUISTION, INC.	LIBRARY TECHNOLOGY	13,826.50
BATTERY SOLUTIONS, LLC	BATTERY BUCKETS	204.00
BEIERMANN, JASON	BUILDING PERMIT DEPOSIT REFUND	250.00
BLUE TO GOLD, LLC	INTERVIEW/INTERROGATION CLASS	225.00
BORDER STATES INDUSTRIES, INC	MILBANK METER SOCKET	342.19
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	174.03
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	279.46
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4,937.29
CITY EMPLOYEE	VISION REIMBURSEMENT	105.20
CITY OF WAYNE	INVESTMENTS	2,000,000.00
CITY OF WAYNE	INVESTMENTS	250,000.00
CITY OF WAYNE	PAYROLL	93,334.63
CITY OF WAYNE	UTILITY REFUNDS	928.16
CITY OF WAYNE	WAED MEDICAL REIMBURSEMENT	279.46
COLONIAL RESEARCH	LIME BE GONE/BRILLIANCE METAL POLISH/AIR SANITIZER	642.92
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	217.34
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	15,008.18
CREATIVE PRODUCT SOURCE, INC	LIBRARY BAGS	185.64
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	42.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,827.76
ED M. FELD EQUIPMENT CO INC	EXTINGUISHER RECHARGED	46.00
ED M. FELD EQUIPMENT CO INC	STOP/SLOW SIGN	777.00
EPP FOUNDATION REPAIR	POWER PLANT -STEEL DRIVEN CONCRETE ANCHOR WALL	7,934.40
EXHAUST PROS TOTAL CAR CARE	TOWING CHARGE	160.50
FAITH REGIONAL PHYSICIAN SERV.	PRE-EMPLOYMENT TESTING	30.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	62.10
GERHOLD CONCRETE CO INC.	CINDER BLOCKS	50.00
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	644.02
HAWKINS, INC	FLUORIDE/CHLORINE FOR WELLS	2,591.02
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	179.91

Vendor	Payable Description	Payment Total
HOLIDAY INN OF KEARNEY	LODGING-B BREITKREUTZ	235.90
HYDRO OPTIMIZATION	FLOAT SWITCH	288.66
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,930.14
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	175.58
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	119.12
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	65.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	339.92
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	133.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	387.46
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	154.18
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,607.86
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	105.79
INGRAM LIBRARY SERVICES	BOOKS	1,226.77
IRS	MEDICARE WITHHOLDING	3,673.32
IRS	FEDERAL WITHHOLDING	11,616.75
IRS	FICA WITHHOLDING	15,706.38
L.G. EVERIST	CRUSHED QUARTZITE	798.57
LAQUINTA INNS & SUITES	LODGING-GENERATION WORKSHOP	239.90
LUTT OIL	GASOLINE	6,947.55
MADISON CO COURT	BOND	150.00
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	4,642.81
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	1,184.37
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	101.77
MICHAEL TODD & CO INC	SIGNS	623.58
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION/MONITORING FEE	808.02
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	195.00
MIDWEST TAPE LL	AUDIO BOOKS	175.97
MILLER LAW	ATTORNEY FEE	2,274.00
MOTOROLA SOLUTIONS, INC	MICROPHONE	45.00
MUNICIPAL SUPPLY INC	COUPLINGS	886.67
MURPHY TRACTOR & EQUIPMENT	BACKHOE LOADER	97,400.00
NAVARRO, BRAYDEN	REC BASKETBALL REF	30.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,080.78
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES	8,076.56
NO SWETT FENCING	TRANSFER STATION SWING GATE	6,120.00
NORTHEAST NE ECONOMIC DEVELOPMENT	21-P-022 AUG-SEPT 22 SERVICES	262.50
OCLC, INC	WEBDEWEY SERVICE	353.63
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	165.58
ONE OFFICE SOLUTION	40 CASES OF COPY PAPER	2,005.59
OPTK NETWORKS	POLICE ETHERNET SERVICES	817.08
O'REILLY AUTOMOTIVE STORES, INC.	WIPER BLADES	12.72
OVERDRIVE, INC.	AUDIO/ E BOOKS	602.96
OVERHEAD DOOR	REWOUND SPRINGS ON OVERHEAD DOOR	56.00
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,063.32
QUADIENT FINANCE USA, INC	POSTAGE	133.18
QUALITY FOOD CENTER	COFFEE	25.38
RASMUSSEN MECHANICAL SERVICES	HEAT PUMP CHECK OVER/REPAIRS	4,157.80
ROBERTS, NOAH	REC BASKETBALL REF	48.00

Vendor	Payable Description	Payment Total
ROSE EQUIPMENT INC.	TAR	3,807.20
SIRSI CORPORATION	2023 SIRSIRDYNIX SOFTWARE MAINTENANCE	7,532.44
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	250.06
SMITH, STEPHANIE	AUDITORIUM DEPOSIT REFUND	200.00
SPARLING INSTRUMENTS, INC.	WELL 6 DIRECT DRIVE PROPELLER METER	2,075.00
STATE FIRE MARSHAL TRAINING DIVISION	FIRE CERTIFICATIONS	50.00
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	58.96
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	120.71
TORRES, ANDREA	AUDITORIUM DEPOSIT REFUND	200.00
TUCKER, DARYLE	REC BASKETBALL REF	48.00
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,763.41
UTILITY EQUIPMENT CO	FLARE/SADDLE CLAMPS/POLY TUBE/CURB BOX	1,058.22
VERIZON WIRELESS SERVICES LLC	CELL PHONES	584.33
WASTE CONNECTIONS	SANITATION BILLING	757.53
WAYNE AUTO PARTS	BELT/FILTERS/OIL ABSORBENT/FLEX HONING TOOLS	897.49
WAYNE COUNTY CLERK	FILING FEES	70.00
WAYNE HERALD	ADS AND NOTICES	1,114.82
WAYNE HERALD	CAC ADS	370.50
WAYNE HERALD	GREEN TEAM ADS	95.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	947.75
WESCO DISTRIBUTION INC	SAFETY PAINT	282.48
WESTERN AREA POWER ADMIN	ELECTRICITY	15,955.50
WISNER WEST	FD GASOLINE	816.18
FIREMAN	NSVFA CONFERENCE REGISTRATION/MILEAGE	388.00
ZACH HEATING & COOLING	FD FURNACE REPAIRS	611.30
	Total	2,631,789.53
	Grand Total:	2,660,236.53

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Aidan Dowling Address 4958 Glenmarrie Circle
Phone Number _____ Social Security # _____
Driver's License Number and Issuing State _____
Employer Runza Occupation Fast Food
How long have you been employed by your present employer? 3 1/2 years
Previous Employer and Address _____

Have you previously been a member of a Fire Department? No
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. _____

Do you have any physical ailments or disabilities that could affect your performance on the department?

Arthritis

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes
- Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Aidan Dowling Date 10-04-22

.....
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Aidan Dowling Date 10-04-22

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

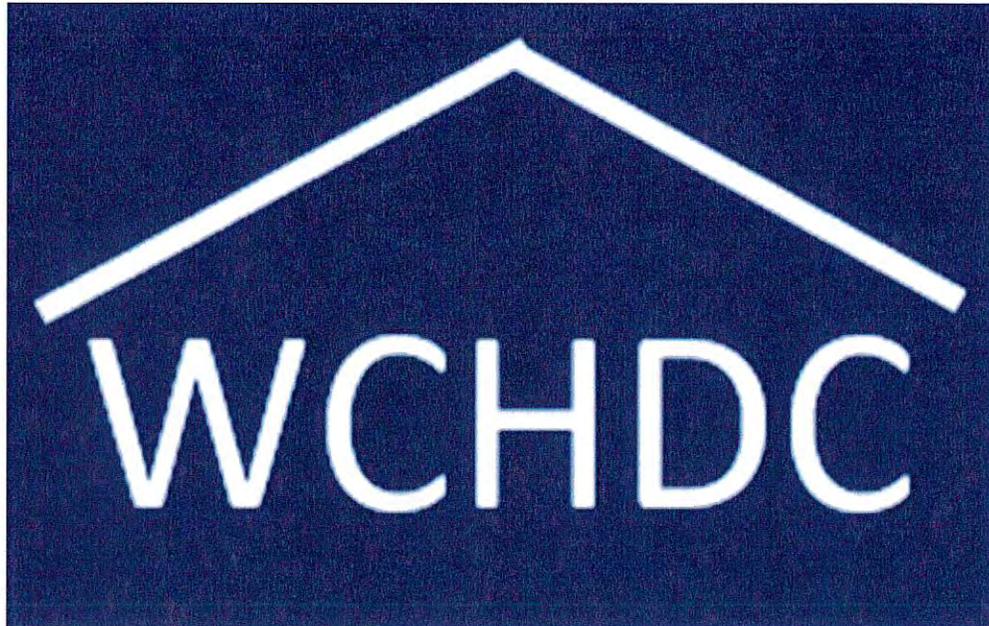
Tom O'Neil Paul Street DAWK

Secretary's Signature Thomas R. Schmidt Date 11-1-2022

Chief's Signature Phillip Mauldin Date 11-1-2022

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Council approved on _____ certified by City Clerk _____

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For record purposes only: Date of Birth 04-24-2004 revised August 4, 2015



**Wayne Community Housing Development Corporation
Annual Report 2022**

Compiled by Dr. Mytzy Rodriguez-Kufner
Edited by Mollie Young
November 2022

Mission

Wayne Community Housing Development Corporation is a proactive nonprofit organization working to improve the community of Wayne, NE, and its surrounding area through affordable housing development.

WCHDC Board

Mytzy Rodriguez-Kufner, President
Trisha Peters, Chair
Scot Saul, Vice-Chair
Jeaney Harris, Treasurer
Teresa Dredge, Secretary
DiAnn Kenny, Board member
Jonathan Laner, Board member
Mike Varley, Board member
Nick Junck, Board member
Vacancy, Board member
Vacancy, Board member

WCHDC Staff

Mytzy Rodriguez-Kufner, Executive Director
Mollie Young, part-time Admin. Assistant

Meadowview Staff

Mytzy Rodriguez-Kufner, Manager
Mollie Young, part-time Admin. Assistant

Sponsors and Community Partners

Wayne

Providence Medical Center
Elkhorn Valley Bank
City of Wayne
Wayne Area Economic Development
Wayne Green Team
BankFirst
F & M bank
White Farmhouse Realty
Wayne County
State Nebraska Bank and Trust
First National Bank

State

NIFA
Neighbor Works Northeast Nebraska
Nebraska Housing Developers Association
NENEDD

Wakefield

Michael Foods
BankFirst
City of Wakefield
ENEL Green Power

National

eHome America/Reach

Summary

WCHDC is a non-profit and known as a Community Housing Development Organization or a CHDO. As an organization, it strives to help individuals acquire affordable housing through various programs. For over 25 years, it has helped 200+ individuals achieve home ownership and provides education to first-time home buyers. WCHDC aids various communities in creating workforce housing through the construction, down payment assistance, and rehabilitation of affordable living space. Additionally, WCHDC, along with Real Estate businesses in town, helps place individuals in rentals and manages Meadowview Estates. Always evolving, WCHDC looks to current housing trends and works with organizations that can provide a sustainable existence for the organization now and in the future.

Brief History

Since 1994, the goal of Wayne Community Housing Development Corporation (WCHDC) has been to provide affordable housing. Through construction of apartment buildings, houses, rehabilitation of houses, and by offering down payment assistance (DPA), WCHDC has strived to make living in Wayne possible for families buying their first homes or affordable for those who may not have the funds for a down payment. All in all, the organization has funded rehab, down payments, and new construction for over 200 families in Wayne and surrounding Counties including the communities of Carroll, Emerson, Wakefield, Winside, and Wisner. Additionally, the organization does provide consultative services for the counties of Burt, Cuming, Dodge, Thurston, and Washington.

As a non-profit organization that is also a CHDO, the activities mentioned are not possible without the help of the community and local businesses. By working together, we have matched funds with different grants from state and federal programs, as well as received local funds from generous donors. The support WCHDC receives helps with the operational costs of employees who work diligently in the office to run the organization as well as create a pool of money that helps with DPA and rehab projects. Other services the organization offers include education classes, private consultations on homeownership, management of rental assistance apartments at Meadowview Estates, rental consultations, working with contractors, working with the various entities in Wayne and outside of Wayne (i.e., WSC, WCS, banks, real estate companies, city governments; social services, etc.), as well as, everyday office procedures of payroll, paying bills, fundraising, researching, and more.

All Community Housing Development Organizations (CHDOs) are private non-profits; community-based service organizations that have staff with the capacity to develop affordable housing for the communities they serve. CHDOs work with Participating Jurisdictions (PJs), which are units of state and local government administering HOME program funds. These funds are allocated based on multiple factors such as population, poverty rate, and housing conditions. PJs are responsible for effective use of funds and compliance with Federal regulations. WCHDC will apply to the PJ for HOME funds to carry out eligible activities (24 CFR 92.2).

Strategic Goals for WCHDC

Developed in 2003 during a six-month process, the following strategic goals are still pertinent today for WCHDC. To that extent the executive director has created goals that align to the strategic goals of the organization, adding pertinent current information from global, federal, state, and local information.

- The Wayne Community HDC will undertake an extensive review of all program guidelines in an effort to ensure the programs are designed to assist households having low-income. (Strategic planning 2003)
- The Wayne Community HDC will develop marketing tools to make their successes visible in the communities they are working, attract resources and make customers aware of the programs the WCHDC offers. (Strategic planning 2003)
- The Wayne Community HDC will partner with various entities including other non-profit housing development organizations in the region to enhance the quantity and quality of the services the WCHDC provides. (Strategic planning 2003)

Executive Director Goal(s) and Objectives 2020 through 2024

Establish sustainable programs at WCHDC to maintain rate of house development and operating costs.

Objectives:

1. Create a volunteer task force to aid in fundraising and acquisition.
2. Work closely with Cities of Wakefield and Wayne, Econ Dev. offices, and Wayne Green Team to meet housing development goals which includes UN's Goal #11.a . (<https://sdgs.un.org/goals/goal11>)
3. Use data-science to guide decision-making to create reports for the communities. (U.S. Census Data; NIFA; UNL; Other governmental entities) (<http://nestats.org/>)

“The Wayne Community HDC will develop a Marketing Plan that is directly linked toward existing resources and obtaining new resources.” (Strategic Planning 2003)

Objectives:

1. Have strategies that increase partnerships in Wayne County and the northeast region, through program brochures, development of annual reports, affirmative marketing, board member involvement, and methods for celebrating success (being visible in the communities that are served) (WCHDC Strategic Planning, 2003; Communities of Excellence, 2022).

Grants received through the years



Nebraska Affordable Housing Trust Fund (NAHTF)- provides matching funds serving the lowest-income population and helping them to achieve quality affordable housing.

Rural Workforce Funds (RWHF)- used for construction and rehabilitation of new and existing housing. It can be used to create rentals. The cap for rental resells is \$215,000 and the single-family homes is at \$325,000.00.



HUD HOME- CHDOs can receive this grant only and it is used for the purchase rehabilitation and resale of the home at the determined rate that HUD places each year. For 2022 the cap for resale is \$157,000.00 and it is meant for individuals who are considered under the 80% low-income cap.



Community Block Development Grant (CBDG)-worked with the City of Wayne with this grant as they are the only entity that can receive this type of grant from HUD.

Impact

1995-2005

There were 85 individuals or projects that were assisted at an average of 8.5 a year:

Quantity	Type of Loan/Assistance
26	HOME Purchase Rehab Resell
8	HOP
8	FHB (recaptured through City of Wayne)
10	RHP
2	MHA-ATP
11	FHB at 5% DPA
7	ORP
11	AHP
1	Construction of Western Ridge an LLC company
1	HELP

Quantity	Location
64	Wayne
1	Thurston
1	Walthill
1	Hartington
3	Pender
4	Wakefield
1	Wasau
1	Pierce
1	Ponca
2	Carroll
1	Craig
1	Fremont
1	Allen
2	Laurel
1	Wisner

2006- 2017

There were 83 individuals or projects that were assisted at an average of 7.5 a year:

Quantity	Type of Loan/Assistance
62	HOME Purchase Rehab Resell
4	AHP
3	New construction
5	RHP
2	City DPA
6	FHB at 5% DPA

Quantity	Location
71	Wayne
1	Creighton
2	Hartington
1	Emerson
3	Pender
1	Carroll
1	Decatur
1	Washington
1	Dodge
1	Bancroft

2018 to Present

The last five years the Real Estate market has seen interesting trends. So far, a total of 75 individuals, families or projects have been aided. That is an average of 15 per year, which is an increase from the past years.

In 2018, the Cities of Wakefield and Wayne were state awarded a total of \$639,000.00, which included a local match amount of \$750,000.00 and \$250,000.00 from NIFA. The total amount of money for this project was \$1,639,000.00 with the city of Wakefield adding 59% and the City of Wayne adding 38%, and the County adding 3%. LB 518 funds available of \$250,500.00. The table below indicates the breakdown:

	% of Match	NIFA Share	State Share	Local Match	Total Fund
City of Wayne	38%	\$95,000.00	\$242,820.00	\$285,000.00	\$622,820.00
City of Wakefield	59%	\$146,666.67	\$374,880.00	\$440,000.00	\$961,546.67
County	3%	\$8,333.33	\$21,300.00	\$25,000.00	\$54,633.33
	100%	\$250,000.00	\$639,000.00	\$750,000.00	\$1,639,000.00

The Local Match breakdown is more specifically seen below:

City of Wayne/LB 518	\$237,500.00
Local Match - Wayne	\$37,500.00
City of Wakefield	\$370,000.00
Local Match - Wakefield	\$70,000.00
Wayne County	\$25,000.00
WAED (Wayne Only)	\$10,000.00
Total Match	\$750,000.00

Wakefield

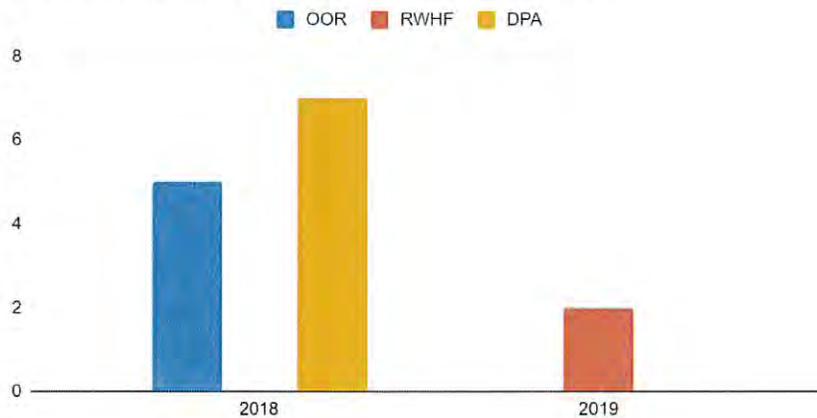
Wakefield has been more progressive in their building projects, re-using the funds. Using local contractors, RWHF funds were used for down payment assistance (DPA), to build single family homes and triplexes (Construction), and construction through Owner Occupied Rehab (OOR).

	DPA	Construction	OOR	Total	Re-turned/Re-use	Available
						\$961,546.67
2018	\$18,030.00	\$281,201.68	\$161,471.00	\$460,702.68	\$0.00	\$500,843.99
2019	\$246,431.50	\$498,284.58	\$127,803.00	\$ 872,519.08	\$ 709,768.28	\$338,093.19
2020	\$10,010.00	\$296,055.73	\$33,122.00	\$339,187.73	\$199,520.31	\$198,425.77
2021	\$0.00	\$123,286.03	\$12,000.00	\$135,286.03	\$43,496.49	\$106,636.23
2022	\$0.00	\$173,433.11	\$64,120.00	\$237,553.11	\$105,432.70	(\$25,484.18)*

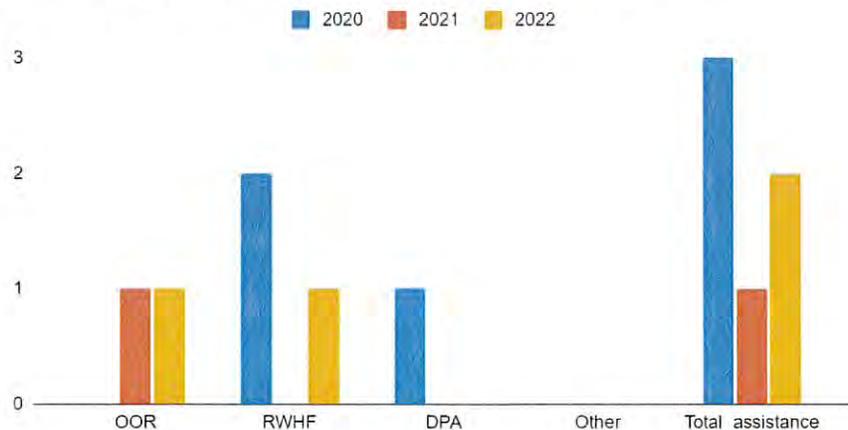
* As of September 23, 2022; \$32,780.00 should be put in the account from County money that can be used for both Wakefield and Wayne

Number of Projects completed in Wakefield in 2018-2022

Wakefield, NE 2018 and 2019 Loan Assistance



Wakefield, NE Loan Program Assistance per Year



Wayne

Wayne's building projects waned once the pandemic hit. The year 2020 was not a good year for Wayne in the construction area as contractors were unsure of the uncertainty of costs of materials and returns. The Rural Workforce Housing Funds have been used to provide \$5,000.00 no interest loans to 11 individuals since June of 2020. Due to the costs of the houses, it has been difficult to secure houses under the resale threshold for the HOME Purchase Rehab Resell program.

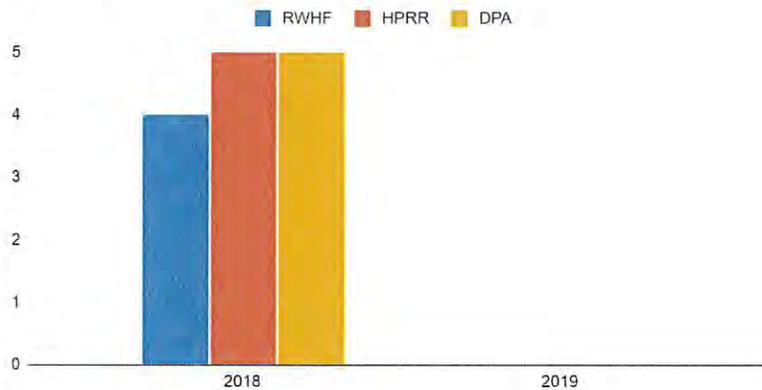
The money now is in re-use status for both Wakefield and Wayne.

	DPA	Construction	Total	Re-turned/Re-use	Available
					622,820.00
2018	\$59,160.00.00	\$62790.74	\$121,950.74	\$0.00	\$500,869.26
2019	\$14,000.00	\$322,828.20	\$336,828.20	\$214,424.28	\$378,465.34
2020	\$0.00	\$115,005.00	\$115,005.00	\$115,000.00	\$378,460.34
2021	\$14,854.95	\$0	\$14,854.95	\$171,144.66	\$534,750.05
2022	\$54,305.00	\$56,535.19	\$110,840.19	\$0.00	\$423,909.86*

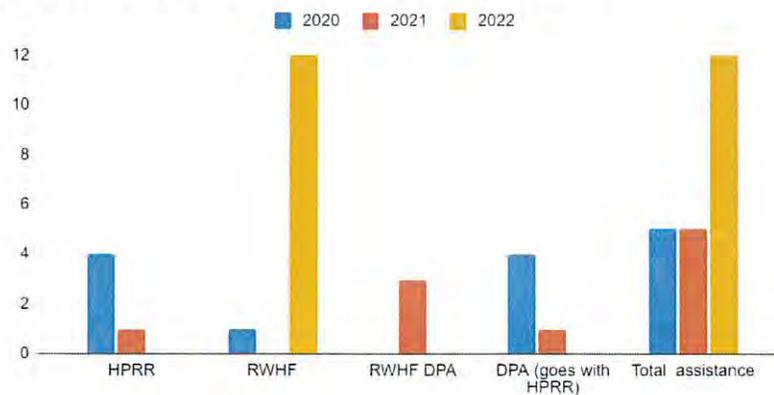
* As of October 2022: County money not included in this amount. \$21853.00 is to be added to the total.

Number of Projects completed in Wayne in 2018-2022

Wayne, NE 2018 and 2019 Loan Assistance



Wayne, NE Loan Program Assistance per Year



Impact of Business and Community Donations, Investment, and Sponsorship

July 2020 to December 2020:

Match Grants: \$40,000 (NE Association of CHDO)

White Farmhouse Realty	\$5,000.00 (match)
State Nebraska Bank	\$5,000.00 (match)
F & M Bank	\$5,000.00 (match)
Elkhorn Valley Bank	\$5,000.00 (match)
City of Wayne	\$20,000 match grant (match)

Revolving Loan:

WAED: \$10,000.00

Gifts in Kind: \$0.00

What money goes towards

Operational Expenditures: \$80,000.00

Salaries and liabilities (state and federal) (no benefits for employees)

Fundraising

Office lease, utilities, office supplies

Manage contractual services (legal, technical, PR, Real Estate, financial consultants)

Manage Resources (personnel, financial, technical, and asset)

Professional Development

Represent WCHDC (PR, public forums)

Preparation of budgets (WCHDC and Meadowview)

Manage day to day operations (phone calls about renting, buying, and other)

Implementation of policies, programs, and projects (USDA, NIFA, DED, NENEDD)

HOME Purchase Rehab Resell:

Four families were assisted in finding their homes. Three in Wayne and one in Carroll. Funding used was from the revolving funds from 2011.

RWHF

One construction project was finished within Wayne. Used amount was \$115,000.00 for a construction project.

RWHF Down Payment Assistance

None

Down payment assistance

As part of the HPRR, four down payments were provided for families.

Community Assistance and Representation:

Consultations regarding home ownership, rental assistance, rentals, fair housing practices, housing development, interpretation/translation (Spanish), homelessness. Volunteering in various organizations (i.e., BSA, Problem Resolution Team, UNL Extension, WAED Board). Working with banks and organizations to provide reports on housing trends.

January 2021 to December 2021:

Match Grants: \$0.00

Sponsorship:

White Farmhouse Realty	\$5,000.00
State Nebraska Bank	\$7,500.00
Elkhorn Valley Bank	\$2,500.00

Revolving Loan:

WAED:	\$10,000.00
-------	-------------

Gifts in Kind: Elkhorn Valley Bank, to volunteer help in cleaning Meadowview Estates.

Other:

Payroll Protection	\$9,868.5
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Operational Expenditures: \$80,000.00

Salaries and liabilities (state and federal) (no benefits for employees)

Fundraising

Office lease, utilities, office supplies

Manage contractual services (legal, technical, PR, Real Estate, financial consultants)

Manage Resources (personnel, financial, technical, and asset)

Professional Development

Represent WCHDC (PR, public forums)

Preparation of budgets (WCHDC and Meadowview)

Manage day to day operations (phone calls about renting, buying, and other)

Implementation of policies, programs, and projects (USDA, NIFA, DED, NENEDD)

HPRR:

Worked with one family in Wayne.

RWHF

None this year

RWHF Down payment assistance

Three young working professionals have had an opportunity to return to Wayne and work within the area. A total of 10,154.95 was dispersed.

Down payment assistance

As part of the HPRR, one down payment was provided.

Community Assistance and Representation:

Consultations regarding home ownership, rental assistance, rentals, fair housing practices, housing development, interpretation/translation (Spanish), homelessness. Volunteering in and being part of various organizations (i.e., BSA, Health Equity Advisory Council, Kiwanis, Problem Resolution team, UNL Extension, WAED Board). Worked with banks and organizations to provide reports on housing trends.

January 2022 to present

Match Grants: \$0.00

Sponsorship:
City of Wayne \$25,600.00

Revolving Loan:
WAED: \$10,000.00

Gifts in Kind: \$0.00

Operational Expenditures: \$80,000.00

Salaries and liabilities (state and federal) (no benefits for employees)

Fundraising

Office lease, utilities, office supplies

Manage contractual services (legal, technical, PR, Real Estate, financial consultants)

Manage Resources (personnel, financial, technical, and asset)

Professional Development

Represent WCHDC (PR, public forums)

Preparation of budgets (WCHDC and Meadowview)

Manage day to day operations (phone calls about renting, buying, and other)

Implementation of policies, programs, and projects (USDA, NIFA, DED, NENEDD)

HPRR:

No opportunity due to high cost of houses within Wayne County. The current cap to resell a house for according to HUD is \$157,000.00

RWHF Construction Loans

We have a local construction company that is benefiting from a construction loan. A total of \$56, 535.19.

RWHF Down payment assistance

Since January we have helped 11 households with up to \$5,000.00 down payment assistance interest free loan. A total of \$55,000.00

DPA

None

Owner Occupied Rehab

City of Wayne received a CBDG OOR grant to help 10 households for up to \$25,000.00. WCHDC is helping, along with White Farmhouse Realty, to fill out paperwork and answer any questions.

Community Assistance and Representation:

Consultations regarding home ownership, rental assistance, rentals, fair housing practices, housing development, interpretation/translation (Spanish), homelessness. Volunteering in and being part of various organizations (i.e., BSA, Kiwanis, Health Equity Advisory Council, NBEA Entrepreneurship Task Force, Problem Resolution Team, Rainbow World Board, UNL Extension, Board, WAED Board; Wayne Housing Authority Board of Commissioners).

Alignment with other Organizations for Housing Development

WCHDC has been working closely with the City of Wayne, local contractors, and DED since the very beginning of its inception. Since 2008, there has been a strong emphasis on creating housing within the City of Wayne through the acquisition of various grants, in the beginning with the HOME grants through HUD and then through the DED and CBDG monies. The 2009 grant allowed expansion to work with other cities in the counties of Burt, Cumming, Dodge, Thurston, and Washington as evidenced previously in the table. Most recently WCHDC has been working mostly with the Cities of Wakefield and Wayne to provide affordable housing due to acquisitions of funding from RWHF.

As evidenced in the City of Wayne minutes from council meetings, housing has been a priority not only for WCHDC but for the City of Wayne. Several ordinances and policies have been implemented to provide reputable housing where residents can live safely and affordably.

WCHDC has recently begun working with Wayne Housing Authority to create a venue where constituents of the public come together as community to create a plan for issues that may be evident within the community, triangulating data from housing study data, strategic plan data, as well as other pertinent information from a qualitative manner.

Recommendations

Work closer with other organizations to develop and align plans for implementation and development of housing needs. Work with Rural Development to create strategic goals and guidelines for implementing a housing development plan, guidelines, and a strategic plan as a city and not individually as organizations. Working with the ASSIST program at UNL and perhaps tapping into WSC's programs may help to benefit students and future professionals in architecture, engineering, planning and development, etc. Continued support from sponsors and stakeholders within the communities WCHDC serves and consults with. Continue to expand the impact of WCHDC by increasing personnel that will help with fundraising, marketing and public relations, and volunteerism in other areas not yet named. These recommendations are like those locate in Wayne's housing study (January 2022).

It is imperative that organizations that work with providing housing initiatives and development continue to work together and problem solve.

Vision for the future of the organization

Based on strategic planning, discussion at board meetings, housing studies, city strategic plans and more, a vision for growth of the organization is necessary. Per the 2011 grant received for HOME, we were to have worked with five other counties. In the years since, we have consulted but have not reached out to those communities. Expanding personnel to be able to reach out to impoverished communities allows for the Baldrige Communities of Excellence goal to be highlighted and done. Additionally, working with the United Nation goals for providing sustainable communities allows for this global impact to be met within rural communities in a way that a model can be created for other rural communities to also thrive.

Concluding Remarks

As noticed, on the daily operations of the WCHDC, housing development is not the only aspect of housing that the CHDO aids individuals, families, and the community with. Home ownership and rental education is also a big part of successful families and individuals within this community (Community Action Partnership, 2022; Communities of Excellence, 2022). Housing development for a workforce should be looked at from every aspect of economic sustainability, especially in rural communities (Community Action Partnerships, 2022; Communities of Excellence 2022; Florida, 2013; NIFA, 2022, HUD, 2022).

To that extent Wayne Community Housing Development Corporation has been committed and continues to be committed to its mission of providing affordable workforce housing in the communities it serves. With only one person and assistance of a part-time employee, there is opportunity for growth to highlight its presence through stronger marketing and public relations. The challenge of one person running the organization, limited by its funding, continues to make this an area for growth. The continued support from sponsors within the city of Wayne is paramount in its alignment to economic sustainability.

Ultimately, since 1995, over 200 families have benefitted from homeownership and it has provided economic sustainable impact for the community as individuals have worked, lived, shopped, and gone to school in Wayne as well as their respective communities. While there are no graphs to show economic impact, this working document will expand on providing visuals as to that impact soon.

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Members and more.

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Fax: 402-375-2246

social media: media:



@WCHDCWayneAmerica AND
@Wayne Chdo



__@waynecommunityhousing.corp



RESOLUTION NO. 2022-69

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, the City of Wayne, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Wayne, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$400,000 for Community Trail Expansion Project, \$25,000 for General Administration, and \$8,000 for Construction Management.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of City of Wayne, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between City of Wayne and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

PASSED AND APPROVED this 15th day of November, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-70

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 (PUBLIC WORKS) 22-PW-008).

WHEREAS, the City of Wayne wishes to enter into a Service/Consultant Agreement with NNEDD for the general administration of Community Development Block Grant (Public Works) 22-PW-008; 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 (Public Works) 22-PW-008, 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 15th day of November, 2022.

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 2022 CDBG grant agreement with the Department, under contract number **22-PW-008**, 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.

CITY OF WAYNE

106 PEARL STREET, WAYNE, NE

BY _____

TITLE Mayor

DATE _____

CONSULTANT

111 South 1st Street Norfolk, NE 68701

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*).



Northeast Nebraska Economic Development District

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: *Tom Bahr*

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 Biteghe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhler. Motion carried.

111 S. 1st Street Norfolk, NE 68701 (402) 379-1150

www.nenedd.org



equal housing opportunity

RESOLUTION NO. 2022-71

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR CONSTRUCTION MANAGEMENT SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 21-PW-022 (FREEDOM PARK TRAILHEAD PROJECT).

WHEREAS, the City of Wayne wishes to enter into a Consultant Agreement with NNEDD for construction management services relating to Community Development Block Grant 21-PW-022; and

WHEREAS, the City of Wayne agrees to reimburse NNEDD a sum of not to exceed \$10,000 for all allowable expenses agreed upon by the parties to complete the 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 construction management services relating to 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 15th day of November, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT FOR CONSTRUCTION MANAGEMENT

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

WITNESSES THAT:

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

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 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 \$10,000. 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.
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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.

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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.

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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.

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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.

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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.

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- 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.
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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 \$10,000, Nebraska consisting of two pages.

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

CITY OF WAYNE

306 PEARL STREET, WAYNE, NE 68787

BY _____

TITLE _____

DATE _____

CONSULTANT

111 South 1st Street Norfolk, NE 68701

BY _____

TITLE Executive Director _____

DATE _____

APPROVED as to legal form:

Community Attorney

BY _____

DATE _____

ATTACHMENT 1

CONSTRUCTION MANAGEMENT SCOPE OF WORK

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

1. Provide construction management services for CDBG Davis Bacon and Related Acts (DBRA) compliance
2. Activities include, but not limited to the following:
 - Ensuring all applicable wage rates and labor standard provisions are included in the bid specifications and contract documents;
 - Bid opening and related compliance items;
 - Pre-Construction Conference and Related Compliance items;
 - Payroll verifications, or the receipt and review of signed weekly payrolls submitted by all project contractors and/or subcontractors
 - Monitoring contractor compliance
 - Site visits to ensure all required federal and state informational posters are properly displayed throughout the project;
 - Verification that all project contractors and/or subcontractors are registered and active in the System for Award Management (SAM) prior to award



NENEDD

Northeast Nebraska Economic Development District

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 Biteghe Bi Ndong, Charlie Bahr, and Carl Pearson. **NAYS:** None. **ABSENT:** Troy Uhler. Motion carried.

111 S. 1st Street Norfolk, NE 68701 (402) 379-1150

www.nenedd.org



equal housing opportunity



CHANGE ORDER NO.: 002

Owner: **City of Wayne**
 Engineer: **Olsson**
 Contractor: **Robert Woelhers & Sons Construction**
 Project: **Chicago Street**
 Contract Name: Wayne Chicago Street
 Date Issued: 11/14/2022

Owner's Project No.:
 Engineer's Project No.: **021-07991**
 Contractor's Project No.:

Effective Date of Change Order: 11/14/2022

The Contract is modified as follows upon execution of this Change Order:

Description:

Quantity Adjustments

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 744,327.00	Original Contract Times: Substantial Completion: 09/15/2022 Final Completion: 10/01/2022
Increase from previously approved Change Orders No. 0 to No. 1 \$ 12,406.00	Increase from previously approved Change Orders No. 0 to No. 1: Substantial Completion: 2 weeks Final Completion: 2 weeks
Contract Price prior to this Change Order: \$ 756,733	Contract Times prior to this Change Order: Substantial Completion: 09/29/2022 Final Completion: 10/15/2022
Increase this Change Order: \$ 12,406.60	Increase this Change Order: Substantial Completion: 4 weeks Final Completion: 4 weeks
Contract Price incorporating this Change Order: \$ 769,139.60	Contract Times with all approved Change Orders: Substantial Completion: 11/04/2022 Final Completion: 11/18/2022

Recommended by Engineer (if required)
 By: Taylor Kube *Taylor Kube*
 Title: Associate Engineer
 Date: 11/11/2022

Accepted by Contractor
HT Mc...
 Secretary
 11/14/22

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Approved by Funding Agency (if applicable)



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 6

Date of Issuance: 11/14/2022

Project No. 021-07991

Project: Wayne Chicago Street

Contractor: Robert Woehlers & Sons Construction, INC.
123 Fairground Ave.
Wayne, NE 68787

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Robert Woehlers & Sons Construction, INC.

Value of Work Stored & Completed: \$769,139.60

Original Contract Cost:	\$744,327.00
Approved Change Orders:	
No. 1	\$12,406.00
No. 2	\$12,406.60
No. 3	\$0.00
No. 4	\$0.00
No. 5	\$0.00
Total Contract Cost:	\$769,139.60

Value of completed work and materials stored	\$769,139.60
Less retained percentage (5 %)	\$38,456.98
Net amount due including this estimate	\$730,682.62

Less: Estimates previously approved:

No. 1	\$15,750.00	No. 6	\$0.00
No. 2	\$72,103.00	No. 7	\$0.00
No. 3	\$127,633.41	No. 8	\$0.00
No. 4	\$273,176.69	No. 9	\$0.00
No. 5	\$199,504.31	No.10	\$0.00

Total Previous Estimates: \$688,167.41

NET AMOUNT DUE THIS ESTIMATE: \$42,515.21

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

cc: Robert Woehlers & Sons Cc
Project File

OLSSON

CITY

By 

By _____



CHANGE ORDER NO.: 001

Owner: **City of Wayne**
 Engineer: **Olsson**
 Contractor: **Robert Woelhers & Sons Construction**
 Project: Lincoln Street
 Contract Name: Wayne Lincoln Street
 Date Issued: 11/14/2022

Owner's Project No.:
 Engineer's Project No.: **021-07991**
 Contractor's Project No.:

Effective Date of Change Order: 11/14/2022

The Contract is modified as follows upon execution of this Change Order:

Description:

Quantity Adjustments

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>224,429.00</u>	Original Contract Times: Substantial Completion: <u>10/15/2022</u> Final Completion: <u>11/01/2022</u>
Increase from previously approved Change Orders No. 0 to No. 1 \$ <u>.00</u>	Increase from previously approved Change Orders No. 0 to No. 1: Substantial Completion: _____ Final Completion: _____
Contract Price prior to this Change Order: \$ <u>224,429.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>10/15/2022</u> Final Completion: <u>11/01/2022</u>
Increase this Change Order: \$ <u>7,130.00</u>	Increase this Change Order: Substantial Completion: <u>3 weeks</u> Final Completion: <u>3 weeks</u>
Contract Price incorporating this Change Order: \$ <u>231,559.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>11/01/2022</u> Final Completion: <u>11/18/2022</u>

<p style="text-align: center;">Recommended by Engineer (if required)</p> <p>By: <u>Taylor Kube</u> </p> <p>Title: <u>Associate Engineer</u></p> <p>Date: <u>11/11/2022</u></p>	<p style="text-align: center;">Accepted by Contractor</p> <p></p> <p style="text-align: center;"><u>Secretary</u></p> <p style="text-align: center;"><u>11/14/22</u></p>
<p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 3

Date of Issuance: 11/14/2022

Project No. 021-07991

Project: Wayne Lincoln Street

Contractor: Robert Woehlers & Sons Construction, INC.
123 Fairground Ave.
Wayne, NE 68787

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Robert Woehlers & Sons Construction, INC.

Value of Work Stored & Completed: \$229,059.00

Original Contract Cost:	\$224,429.00
Approved Change Orders:	
No. 1	\$7,130.00
No. 2	\$0.00
No. 3	\$0.00
No. 4	\$0.00
No. 5	\$0.00
Total Contract Cost:	\$231,559.00

Value of completed work and materials stored	\$229,059.00
Less retained percentage (5 %)	\$11,452.95
Net amount due including this estimate	\$217,606.05

Less: Estimates previously approved:

No. 1	\$38,221.31	No. 6	\$0.00
No. 2	\$37,797.08	No. 7	\$0.00
No. 3	\$0.00	No. 8	\$0.00
No. 4	\$0.00	No. 9	\$0.00
No. 5	\$0.00	No.10	\$0.00

Total Previous Estimates: \$76,018.39

NET AMOUNT DUE THIS ESTIMATE: \$141,587.66

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

cc: Robert Woehlers & Sons Cc
Project File

OLSSON

CITY

By Taylor Kube By _____

RESOLUTION NO. 2022-72

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #2 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE “WAYNE LINCOLN STREET PROJECT.”

WHEREAS, the Wayne City Council previously approved/appointed Olsson as the special engineer on the “Wayne Chicago and Lincoln Street Projects” on October 19, 2021; and

WHEREAS, the Wayne City Council previously approved Letter Agreement Amendment #1 on the Wayne Chicago and Lincoln Street Projects” on March 15, 2022; and

WHEREAS, said original Letter Agreement has been amended (Letter Agreement Amendment #2) to include additional engineering construction services for paving and water for Lincoln Street from Chicago Street to 1st Street performed by Olsson for an additional fixed fee of \$10,000 to be added to their original \$40,000 not to exceed fee.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Letter Agreement Amendment # 2 is hereby approved and made a part of the original Letter Agreement previously entered into with Olsson on October 19, 2021, for the “Wayne Chicago and Lincoln Street Projects.”

PASSED AND APPROVED this 15^h day of November, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



LETTER AGREEMENT AMENDMENT #2

Date: November 3, 2022

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 20, 2021 between City of Wayne ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: South Lincoln Street, Wayne, Nebraska

Project Description: Construction Services for Paving and Water for Lincoln Street
from Chicago Street to 1st Street

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Construction Services

Construction Administration/Observation

The following Construction Services are anticipated for this project

1. Respond to Contractor Request for Information (RFI's)
2. Review Shop Drawings and other Submittals pertaining to this project.
3. Construction Staking.
4. Construction Observation/Inspections.
5. Review and Certify Contractor Pay Requests.
6. Attend One (1) final walk-through/inspection meeting.
7. Complete Record Drawings
8. Estimated hours for this task are listed below:
 - a. Construction Administration & Meetings – 15 hours
 - b. Construction Staking – 15 hours with a 2-man crew
 - c. Construction Observation/Inspections – 40 hours

Project Exclusions:

The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- Design Services
- Additional Reports or Studies
- Legal Survey Services (ALTA, Boundary, Easements, etc.)
- Permit Fees

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: November 2022
Anticipated Completion Date: December 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to the agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services for these additional services will be provided on a time-and-expense basis not to exceed \$10,000.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By Taylor Kuber By Matthew Olsson

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF WAYNE

By _____
Signature

Printed Name _____

Title _____

Dated: _____

RESOLUTION NO. 2022-73

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A 2023 3/4 TON REGULAR CAB FORD F250 PICKUP THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ANDERSON FORD, LINCOLN, NEBRASKA.

WHEREAS, the Parks and Recreation Department prepared specifications for a new “2023 3/4 Ton Regular Cab Ford F250 Pickup” and related equipment; and

WHEREAS, the recommendation of the Parks and Recreation Director is to go through the State Bid System and purchase said vehicle from Anderson Ford, Lincoln, Nebraska, for the sum of \$48,652.00, which is considered the base bid and includes all items called for in the specifications, unless otherwise noted.

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

1. That the specifications for the “2023 3/4 Ton Regular Cab Ford F250 Pickup” and related equipment be and the same are hereby approved.
2. That the cost for said “2023 3/4 Ton Regular Cab Ford F250 Pickup” and related equipment be and the same is hereby approved.

PASSED AND APPROVED this 15th day of November, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15749 OC

PAGE 1 of 5	ORDER DATE 10/20/22
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 28, 2022 THROUGH OCTOBER 27, 2023

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document: 6702 OF, Attachment "A-1"

Contract to supply and deliver 2023 OR CURRENT PRODUCTION YEAR THREE QUARTER TON REGULAR CAB FORD F250 (REGULAR) to the State of Nebraska as per the attached specifications for the contract period OCTOBER 28, 2022, through OCTOBER 27, 2023. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

IMPORTANT NOTE: When generating a Purchase Order there must be three (3) separate paint lines. Each line is to be generated from either the "STANDARD PAINT" line or the "EXTRA COST PAINT" line in the "OPTIONS" section. There should be one (1) line for the Exterior Color, one (1) line for the Interior Color and one (1) line for the Seat Color. See attached "Paints Lists" for color names and codes.

PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS

DELIVERY ARO: 180 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobby.colclasure@andersonautogroup.com

Exterior = Silver
Interior = Black.

+48,357.00
+295.00 mirrors
\$48,652.00

(10.23.22 RT)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2023 OR CURRENT PRODUCTION YR 3/4 TON REGULAR CAB 4X4 TRUCKS (REGULAR) FFV E85 WHEELBASE: 142"	15.0000	EA	48,357.0000

10/27/2022

DocuSigned by:
Robert Taylor
10/25/2022
F7EC96A54993467... BUYER

DocuSigned by:
Michelle Potts
10/27/2022
B306917D66EE486... MATERIAL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARDState Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 5	ORDER DATE 10/20/22
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15749 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	TIRE SIZE: 18" MAKE: FORD MODEL: F250 SERIES, CODE, TRIM LEVEL: F2B, 603A, XLT ENGINE: 6.8L V8 TRANSMISSION: 445 GEAR RATIO: 3.73 GVWR: 10,000			
2	2023 OR CURRENT PRODUCTION YR 3/4 TON REGULAR CAB 4X4 TRUCKS (REGULAR) E15 COMPLIANT WHEELBASE: 142" TIRE SIZE: 18" MAKE: FORD MODEL: F250 SERIES, CODE, TRIM LEVEL: F2B, 603A, XLT ENGINE: 6.8L V8 TRANSMISSION: 445 GEAR RATIO: 3.73 GVWR: 10,000 OPTIONS:	15.0000	EA	48,357.0000
3	ENGINE (OTHER GAS) 7.3L V8	15.0000	EA	2,995.0000
4	ENGINE (OTHER DIESEL) TO INCLUDE BLOCK HEATER 6.7L POWERSTROKE	15.0000	EA	11,995.0000
5	40-20-40 OR 60-40 BENCH SEAT WITH DRIVER 6 WAY POWER CONTROLLED SEAT - XLT VALUE PKG	15.0000	EA	1,495.0000
6	CLOTH FILLED, VINYL TRIM BUCKET SEATS	15.0000	EA	515.0000
8	RIGHT AND LEFT TELESCOPIC, MINIMUM 6"X 8", MIRRORS	15.0000	EA	295.0000
9	SECOND POWER OUTLET	15.0000	EA	195.0000
10	CARGO LIGHT IN THE BOX AREA	15.0000	EA	195.0000

DS
RT

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 3 of 5	ORDER DATE 10/20/22
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15749 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
11	FOG LIGHTS	15.0000	EA	295.0000
12	TWO WHEEL DRIVE (2WD) MODEL INCLUDING ALL SEASON TIRES (DEDUCT)	15.0000	EA	-1,995.0000
13	HD RUBBERIZED SPRAY IN BED LINER - FORD	15.0000	EA	695.0000
14	TRUCK SNOW PLOW ATTACHMENT WITH POWER ANGLING 8' BOLT ON BLADE, PLOW HEAD AND TURN LIGHTS, SNOW DEFLECTOR, BLADE MARKERS, INCLUDING SNOW PLOW PREP PACKAGE. BOSS OR BUYERS STAINLESS STEEL SNOW PLOW BLADE	15.0000	EA	7,995.0000
15	SNOW PLOW PACKAGE WITHOUT SNOW PLOW BLADE COMPUTER SELECTED SPRINGS	15.0000	EA	250.0000
16	SLIDING REAR-VISION WINDOW: (DEALER INSTALLED)	15.0000	EA	395.0000
17	CHASSIS WITH 8' UTILITY BODY FOR SINGLE WHEEL KNAPHEIDE 61J	15.0000	EA	9,195.0000
18	NO LID ON UTILITY BODY (DEDUCT)	15.0000	EA	-500.0000
19	REVERSE SENSING	15.0000	EA	395.0000
20	TAILGATE STEP	15.0000	EA	650.0000
21	PROTECTIVE VINYL SIDE MOLDINGS (DEALER INSTALLED)	15.0000	EA	495.0000
22	ROOF MOUNTED BLUE TREE ANTENNA TO BE CENTERED ON THE ROOF 10" FORWARD FROM THE REAR OF THE CAB BY 12" LEFT FROM ROOF CENTER LINE. NMO MOUNT WITH RG58 CABLE RAN INTO THE REAR SEATING AREA.	15.0000	EA	495.0000

DS
RT

BUYER INITIALS

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15749 OC

PAGE 4 of 5	ORDER DATE 10/20/22
BUSINESS UNIT 9000	BUYER ROBERT TAYLOR (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
23	ROOF MOUNTED BLUE TREE ANTENNA LOCATION TO BE DETERMINED BY THE VENDOR. NMO MOUNT WITH RG58 CABLE RAN INTO THE REAR SEATING AREA.	15.0000	EA	495.0000
24	ROOF MOUNTED BLUE TREE ANTENNA TO BE CENTERED ON THE ROOF 10" FORWARD FROM THE REAR OF THE CAB WITH CABLES RUNNING INTO THE CENTER CONSOLE AREA. MAKE: ANTENNAPLUS MODEL: AP85/18GPS-QS22 TRI-MODE CELLULAR, PCS, GPS BLACK ANTENNA 824-896 MHZ 1885-1990 MHZ 1575 MHZ CONNECTORS SMA ON CELL, PCS AND SMA ON GPS FOAM PAD AND THREADED BOLT www.antennaplus.com	15.0000	EA	695.0000
25	REVERSE SENSING SYSTEM	15.0000	EA	395.0000
26	STANDARD COST PAINT SEE ATTACHED LIST	10,000.0000	\$	0.0000
27	EXTRA COST PAINT SEE ATTACHED LIST	10,000.0000	\$	395.0000
28	NDOT USE ONLY (YELLOW COLOR CODE): FORD #84S53:	15.0000	EA	895.0000
29	COLOR OF UTILITY BODY TO MATCH MANUFACTURER'S PAINTS LISTS	15.0000	EA	1,195.0000
30	EQUIPMENT/ENGINE SERVICE REPAIR MANUAL - CD ROM	15.0000	EA	295.0000
31	ADDITIONAL MANUFACTURER WARRANTY COST(S) 5 YEAR, 100,000 MILES FORD PREMIUM CARE	15.0000	EA	3,295.0000

DS
RT

BUYER INITIALS