

(Amended: 10/15/12)

**AGENDA
CITY COUNCIL MEETING
October 16, 2012**

1. Approval of Minutes – October 2, 2012

2. Approval of Claims

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the City Council Chambers.

Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes. After being recognized by the Chair, proceed to the rostrum and state your name and address for the record.

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

3. Action to Consider Request to Amend the Housing Incentive Program to Include \$5,000, 3 Year, 0% Interest Loans for Renovation of Multi-Unit Housing on a Per Apartment Unit Basis — Lindner Construction Company

Background: This amendment is proposed by Lindner Construction, a local builder that is putting together a proposal to gut and renovate an existing 4-unit apartment complex he currently owns. The end product of this project will be similar to new construction, it meets the goals of the existing incentive program, and adds another alternative to meeting housing demand in Wayne. The builder will be at the meeting to answer questions.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the addition of this type of project on a 12-month trial basis and review the results before renewing it again. If you approve this amendment, Lindner Construction will still need to apply separately for the incentive. We will also be recommending future council consideration of TIF incentives for this project. This project is a good example of one of the purposes of TIF assistance in replacing or renovating older properties.

4. Presentation of Information on “Welcome to Wayne” Signs — WAED Marketing Committee

5. Action on Recommendation from the LB840 Citizens Advisory Committee on the Application of Rainbow World Child Care Center for \$100,000 (\$25,000 grant and \$75,000 loan)

Background: Rainbow World is a victim of its own success. It is planning to expand again because of local demand for its services. Rainbow World was originally developed and built as one of the goals of the community START Program that Wayne participated in with Governor Orr and the Omaha World

Herald in the 1980's. This will be the second expansion of the facility since it was built in 1993.

Recommendation: The recommendation of the LB840 Citizen's Advisory Committee is to award a \$25,000 grant and a \$75,000 loan to assist with construction of the second expansion. Their letter of recommendation is included in this packet.

6. Recess

- a. Convene as Community Development Agency
- b. Approve Minutes – October 2, 2012
- c. Consideration and Adoption of CDA Res. 2012-6 Recommending Approval of Redevelopment Plan/Contract for Progressive Property Inspections, LLC

Background: This is for a market-rate rental duplex on the property on 1st Street that the City originally cleared through Property Maintenance Code enforcement.

Recommendation: The recommendation of Joel Hansen, Zoning Administrator, and Lowell Johnson, City Administrator, is to approve the TIF Agreement for the project.

- d. Action to Consider Administrative Lot Change Proposals on Lots 27 - 33, Western Ridge II Addition

Background: Kirkham Michael prepared the plat for Western Ridge II. Kelby Herman, one of the contractors building in the subdivision, suggests a better lot configuration that will allow for better quality houses and better site plans.

Recommendation: Joel and I agree with Kelby. With your approval, Joel can make these changes administratively.

- e. Action to Consider Offer to Purchase Lot 30, Western Ridge II Addition, for the Sum of \$5,000 — Kelby R. Herman

Background: Kelby plans to begin construction of a market-rate single-family house on this lot before winter. This lot was originally priced at \$12,000.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to accept the offer. Because of the time of year, I recommend that if you accept the offer, we allow the start of construction on the lot at the builder's risk while the documents are being prepared and executed.

- f. Adjourn CDA and Reconvene as Council

7. [Public Hearing: Redevelopment Plan/Contract for Progressive Property Inspections, LLC, \(Advertised Time: 5:30 p.m.\)](#)

Background: This is for a market-rate rental duplex on the property on 1st Street that the City originally cleared through Property Maintenance Code enforcement.

Recommendation: The recommendation of Joel Hansen, Zoning Administrator, and Lowell Johnson, City Administrator, is to approve the TIF Agreement for the project.

8. [Resolution 2012-76: Approving Redevelopment Plan/Contract for Progressive Property Inspections, LLC](#)

9. [Resolution 2012-77: Approving the Collective Bargaining Agreement between the City of Wayne and Wayne Chapter No. 54 Fraternal Order of Police \(2012-2014\)](#)

Background: This is a 24-month labor agreement and contains wage ranges for the job descriptions that match the mid-point of the League of Nebraska Municipalities labor survey for communities similar to our size.

10. [Resolution 2012-78: Adopting an Interlocal Agreement between the City of Wayne and Municipal Electric Interests Groups \(MEIG\)](#)

Background: Chris Anderson, Administrator of Central City, and I have prepared this agreement with the assistance of Western Consulting, our Wayne electric rate consultant. This agreement will provide the communication and cost-share structure to discover and share information about cost allocations in our wholesale power rates, to share the cost of the analysis and to advocate for our municipal customers. Wayne and Central City are the first two cities to join this organization.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to organize this group to help perform our fiduciary duty in evaluating cost allocations to municipal customers in wholesale power rates, advocate for our municipal customers, and to help perform our fiduciary duties in evaluating the future long-term wholesale power agreements that NPPD will be proposing to us in preparing to borrow substantial funds for system changes to meet new air quality standards and transmission line demands.

11. [Resolution 2012-79: Amending Schedule of Fees and Charges](#)

Background: This amendment will add a \$200 fee for appealing decisions to the Board of Appeals.

Recommendation: The recommendation of staff is to approve the Resolution.

12. [Resolution 2012-80: Acknowledging Nebraska Department of Roads Requirements for the Temporary Use of the State Highway System for Special Events — Parade of Lights on Thursday, November 29th](#)

Background: This action complies with the Department of Roads procedures for allowing communities to close a highway right-of-way for an event like a parade.

13. [Resolution 2012-81: Accepting and Authorizing the Execution of an Agreement for Services with Northeast Nebraska Economic Development District to Conduct a Blight Study — North Central](#)

Background: A map of the proposed area and agreement are attached. Approval of the study, after public hearings by the Planning Commission and City Council, will make Tax Increment Financing incentives available to developers on a case-by-case basis. This \$4,300 contract will document the eligibility for TIF according to Nebraska Statutes.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to retain Northeast Nebraska Economic Development District to complete the study.

14. **Resolution 2012-82: Approving Preliminary Engineering Services Agreement – YK0502 – Supplemental Agreement No. 3 between the City of Wayne and Olsson Associates for the Wayne Trail – Phase 2 Project**

15. [Ordinance 2012-58: Amending Wayne Municipal Code, Sec. 78-12 Stop Sign Locations; East of Main Street, South of Seventh Street by Adding a Stop Sign at Tomar Drive at the East Approach of East 6th Street](#)

Recommendation: The recommendation of Garry Poutre, Supt. of Public Works & Utilities, and Joel Hansen, Street Supt., is to locate a stop sign at this intersection to control significant new traffic flow from new development to the south.

16. [Action on Certificate of Payment No. 3 in the amount of \\$22,513.68 to Benscoter Plumbing & Construction for the “Benscoter Addition – Phase I Utility Project”](#)

Background: A pay request has been received from Olsson Associates, the engineer on this project, for \$22,513.68 to Benscoter Plumbing & Construction. This is for work completed in compliance with the bid contract.

Recommendation: Approve the same as recommended by the engineer on the project.

17. Appointments:

- a. Board of Appeals: Reappoint Jill Brodersen, Kirk Hochstein and Jeff Ellis who will replace Jeff Morlok – three year terms
- b. Board of Appeals: Appoint Matt Wachter who will replace Shelly Junck and Bob McBride as an alternate – three year terms

- c. Recreation-Leisure Services Commission — Melissa Nelson who will replace Dan Rhode – three year term

18. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

October 2, 2012

The Wayne City Council met in regular session at City Hall on Tuesday, October 2, 2012, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Dale Alexander, Doug Sturm, Kaki Ley, Kathy Berry and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: City Administrator Lowell Johnson.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on September 29, 2012, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Van Delden made a motion, which was seconded by Councilmember Frevert, whereas, the Clerk has prepared copies of the Minutes of the meeting of September 18, 2012, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS:

FISCAL YEAR END CLAIMS 2011/2012: ALTEC INDUSTRIES, SU, 548.32; AMERITAS, SE, 1914.33; APPEARA, SE, 164.16; ARNIE'S FORD-MERCURY, SE, 1433.69; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, SE, 120.00; CITY EMPLOYEE, RE, 354.35; BLACK HILLS ENERGY, SE, 227.33; BOMGAARS, SU, 16.65; CITY EMPLOYEE, RE, 186.07; BROWN SUPPLY, SU, 1155.24; BROWN TRAFFIC PRODUCTS, SU, 97.00; CENTURLINK, SE, 310.93; CITY OF WAYNE, RE, 450.00; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, RE, 556.11; CITY OF WAYNE, PY, 61104.44; COMMUNITY HEALTH, RE, 3.00; CONSOLIDATED MANAGEMENT, SE, 106.75; CITY EMPLOYEE, RE, 76.45; DE LAGE LANDEN

FINANCIAL, SE, 77.00; CITY EMPLOYEE, RE, 53.87; ENERGY FEDERATION, SU, 425.88; ERIKSEN CONSTRUCTION, SE, 59145.10; FIRST CONCORD GROUP, SE, 3102.18; GERHOLD CONCRETE, SU, 2,095.94; H.K. SCHOLZ CO, SE, 37168.50; HEIKES AUTOMOTIVE, SE, 47.93; ICMA, SE, 5498.25; IRS, TX, 19921.10; JEO CONSULTING GROUP, SE, 2276.00; JOSEPH G SMITH, SU, 20.47; MAIN STREET AUTO CARE, SE, 90.00; MCGUIRE & NORBY, SE, 363.27; CITY EMPLOYEE, RE, 113.23; NE DEPT OF REVENUE, TX, 3,186.44; NE DEPT OF ROADS, SE, 500.00; NE SALT & GRAIN, SU, 1641.06; NORTHEAST COMM COLLEGE, SE, 19.00; N.E. NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 5152.00; OLSSON ASSOCIATES, SE, 1022.39; RON'S RADIO, SE, 181.00; ROSE EQUIPMENT, SU, 3519.02; CITY EMPLOYEE, RE, 127.32; SEVERN TRENT, SU, 1076.01; STADIUM SPORTING GOODS, SU, 780.00; STATE NATIONAL BANK, RE, 101.70; STEFFEN, SU, 33.22; UNITED WAY, RE, 10.00; VERIZON, SE, 219.94; VIAERO, SE, 172.08; WAED, RE, 1489.52; WAYNE AUTO PARTS, SU, 428.02; WAYNE SENIOR CENTER, RE, 50.00; AMERICAN BROADBAND, SE, 1440.22; BOMGAARS, SU, 3026.45; CARLSON HOME & AUTO, SU, 94.50; CITY OF NORFOLK, SE, 206.70; CITY OF WAYNE, RE, 100.00; CONSOLIDATED MANAGEMENT, SE, 106.75; COPY WRITE, SU, 318.43; DCL AMERICA, SU, 21166.00; DUTTON-LAINSON, SU, 997.46; EAKES OFFICE PLUS, SE, 58.91; EASYPERMIT POSTAGE, SU, 1692.70; ECHO GROUP, SU, 188.29; ED. M FELD EQUIPMENT, SU, 140.00; ELECTRIC FIXTURE, SU, 361.65; ELECTRONIC ENGINEERING, SE, 8275.00; FLOOR MAINTENANCE, SU, 726.22; GROSSENBURG IMPLEMENT, SU, 76.96; HEIKES AUTOMOTIVE, SE, 69.23; JASON CAROLLO, SE, 140.00; JOHN'S WELDING AND TOOL, SU, 104.04; CITY OF WAYNE, SE, 600.00; MIKE TOWNE, SE, 1800.00; PAC N SAVE, SU, 156.83; PIEPER & MILLER, SE, 6968.00; S & S WILLERS, SU, 1214.99; STADIUM SPORTING GOODS, SU, 380.00; STATE NATIONAL BANK, RE, 295.43; STATE TREASURER OF NE, RE, 610.00; T & S TRUCKING, SE, 540.00; CITY EMPLOYEE, RE, 919.98; ULTRAMAX AMMUNITION, SU, 2254.00; UNITED RENTALS, SU, 210.00; VERIZON, SE, 102.07; WAYNE COMMUNITY SCHOOLS, RE, 2346.50; WAYNE COUNTY CLERK, SE, 11.00; WAYNE VETERINARY CLINIC, SE, 210.00; WESCO, SU, 3189.47; CITY EMPLOYEE, RE, 60.00;

FISCAL YEAR 2012-2013: AMERICAN BROADBAND, SE, 770.00; CITY EMPLOYEE, RE, 130.96; CITY OF WAYNE, RE, 536.14; CADET BOOSTERS, FE, 240.00; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, SE, 40.00; CITY OF WAYNE, RE, 690.71; FORT DEARBORN, SE, 1565.20; FORT DEARBORN, SE, 116.96; NE DEPT OF ROADS, FE, 500.00; NORTHEAST NE INS AGENCY, SE, 58224.50; CITY EMPLOYEE, RE, 13.12; TACO'S AND MORE, RE, 160.00; WAED, RE, 6383.33; WAYNE COUNTY COURT, RE, 600.00

Councilmember Ley made a motion and Councilmember Brodersen seconded to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

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

The following two ordinances come as a result of a request from the Wayne Public Schools and staff. The first ordinance will eliminate the parking restrictions (7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m. – old Elementary School) on the north side of 5th Street from Sherman Street to School View Drive, and on the west side of Douglas Street from West 4th Street to West 3rd Street. The second ordinance will restrict parking from 7:00 a.m. to 9:00 a.m. on the west side of Douglas Street from the north line of West 4th Street to the north line of West 3rd Street (Middle & Elementary School).

Marlen Chinn, Police Sergeant, and Jill Pickinpaugh, Principal of the Wayne Elementary and Middle School, were present to answer questions.

Councilmember Brodersen introduced Ordinance 2012-55, and moved for its approval; Councilmember Sturm seconded.

ORDINANCE NO. 2012-55

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE III, PARKING, SECTION 78-142 RESTRICTED PARKING FROM 7:00 A.M. TO 9:00 A.M. AND FROM 3:00 P.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Sturm made a motion and Councilmember Alexander seconded to move for final approval of Ordinance No. 2012-55. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Alexander introduced Ordinance 2012-56, and moved for its approval; Councilmember Sturm seconded.

ORDINANCE NO. 2012-56

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE III, PARKING, BY ADDING SECTION 78-143 RESTRICTED PARKING FROM 7:00 A.M. TO 9:00 A.M., MONDAY THROUGH FRIDAY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Alexander made a motion and Councilmember Sturm seconded to move for final approval of Ordinance No. 2012-56. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing on the “Blight and Substandard Area Determination” for Boyle’s First Addition — Lot 2 and Boyle’s Second Addition Lots 1, 2, 3, and 4, and Lot 1 Admin Subdivision of Boyle’s Outlot, a/k/a “Angel Acres.”

Lou Benscoter, owner of the property, was present to answer questions. The reason for declaring this area blighted and substandard is to make it eligible for TIF financing. He has been approached by an individual who wants to do a project in this area. He also has another project in mind that fits the current zoning regulations in that area. Mr. Benscoter would use TIF to pave the street in this development. If all goes as planned, he hopes to start digging a basement this fall.

Jeff Christensen of Northeast Nebraska Economic Development District, who prepared the Blight and Substandard Determination Study for the area, was present to answer questions.

No written or oral comments had been received by the City Clerk’s Office concerning the public hearing.

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

Councilmember Sturm introduced Resolution 2012-74, and moved for its approval; Councilmember Alexander seconded.

RESOLUTION NO. 2012-74

A RESOLUTION OF THE CITY OF WAYNE, NEBRASKA, MAKING FINDINGS AND DECLARING PORTIONS OF THE CITY TO BE BLIGHTED AND SUBSTANDARD PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT.

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

Mayor Chamberlain stated the following Resolution would approve an agreement with Northeast Nebraska Economic Development District to assist the City in processing new revolving loan fund loans from this point forward, using the City's existing guidelines/policies, to meet HUD's national objectives and to ensure that Federal rules and regulations are followed to meet the CDBG ED RLF guidelines that they are anticipating DED will follow at this time.

Jeff Christensen of Northeast Nebraska Economic Development District was present to answer questions.

Councilmember Brodersen introduced Resolution No. 2012-75 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2012-75

A RESOLUTION APPROVING SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT TO ASSIST THE CITY WITH MEETING HUD'S NATIONAL OBJECTIVES AND ENSURING COMPLIANCE OF ALL CDBG ED RLF ACTIVITIES AND REGULATIONS.

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

Councilmember Ley introduced Ordinance 2012-53, and moved for approval of the third and final reading thereof; Councilmember Sturm seconded.

ORDINANCE NO. 2012-53

AN ORDINANCE DIRECTING THE SALE OF LOT 4, AND 8' OF THE VACATED ALLEY, BLOCK 7, NORTH ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO KELBY R. HERMAN.

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

Councilmember Sturm introduced Ordinance 2012-54, and moved for approval of the third and final reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2012-54

AN ORDINANCE DIRECTING THE SALE OF THE EAST 48' OF THE WEST 100' OF LOTS 4, 5, AND 6, BLOCK 24, ORIGINAL TOWN OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO KELBY R. HERMAN.

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

Joel Hansen, Building Inspector, stated following ordinance will amend municipal code to allow for the enforcement of persons removing, destroying or defacing any notices posted by the Building Inspector upon any structure in regard to the code adopted by Section 18-242. It addition, it also has a provision regarding penalties for said violation.

This comes as a result of someone constantly removing a notice that has been posted on a structure that has been deemed unsafe.

The order for this particular property was issued on September 5th, and Mr. Hansen has been to this property every day since replacing the placard that the owner keeps removing from the building. Because this is an unsafe building, we do not want people thinking they can go into the building.

The penalty for removing the notice will be up to 7 days in jail, a \$500.00 fine, or both.

Councilmember Sturm introduced Ordinance 2012-57, and moved for its approval; Councilmember Frevert seconded.

ORDINANCE NO. 2012-57

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 18, ARTICLE VI, UNSAFE BUILDINGS, BY ADDING SECTION 18-246 VIOLATIONS AND PENALTIES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Sturm made a motion and Councilmember Ley seconded to move for final approval of Ordinance No. 2012-57. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

A pay request has been received from Sioux City Engineering Company for the Benscoter Addition – Phase I Paving Project in the amount of \$132,081.10. The engineer on the project has approved the same.

Councilmember Sturm made a motion, which was seconded by Councilmember Ley, approving Application for Payment No. 2 for the Benscoter Addition – Phase I Paving Project in the amount of \$132,081.10 to Sioux City Engineering Company. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Alexander made a motion, which was seconded by Councilmember Sturm, to recess as Council and convene as the Community

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

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Brian Frevert, Jim Van Delden, Dale Alexander, Ken Chamberlain, Doug Sturm, Kaki Ley, Kathy Berry and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Chair Haase advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection.

The next item on the CDA agenda was to approve the minutes of the August 7, 2012, meeting.

Member Chamberlain made a motion and Member Sturm seconded approving the minutes of the August 7, 2012, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to consider and take action on a request by Lou Bencoter to relinquish ownership of Lot 4, Western Ridge II Addition back to the Community Development Agency. Mr. Bencoter will forfeit the \$100 down payment and will pay all real estate taxes accrued on the lot to date.

Lou Bencoter was present to address any questions the CDA had.

Member Chamberlain made a motion, which was seconded by Member Sturm to approve the request of Lou Bencoter to relinquish ownership of Lot 4, Western Ridge II Addition back to the Community Development Agency. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Member Ley made a motion and Member Brodersen seconded to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Mayor Chamberlain requested Council consideration to approving his appointment of Marlen Chinn as Police Chief.

Councilmember Ley made a motion, which was seconded by Councilmember Sturm approving the appointment of Marlen Chinn as Police Chief. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Van Delden made a motion, which was seconded by Councilmember Alexander, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:04 p.m.

CLAIMS LISTING OCTOBER 16, 2012

FISCAL YEAR 2011-2012

ALL-AMERICAN PUBLISHING	CAC ADVERTISING	289.00
BAKER & TAYLOR BOOKS	BOOKS	328.45
BLUE DEVIL BOOSTER CLUB	SPORTS PROGRAM AD	85.00
BROWN SUPPLY CO	WARNING PLATE/TAP SLEEVE/HYDRANT	6,000.29
BROWN TRANSFER CO	FREIGHT ON HYDRANT	89.91
CARHART LUMBER COMPANY	BATTERIES/SOFTENER SALT/STAKES ETC	613.63
CHARTWELLS	SENIOR CITIZEN MEALS	5,050.00
COPY WRITE PUBLISHING	STAMP/ENVELOPES/COPIES	115.71
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	84.00
DUTTON-LAINSON COMPANY	SPLICE REPAIR	471.46
EISENBRAUN & ASSOC.	10 TH ST DESIGN	1,114.00
FREDRICKSON OIL CO	TIRE REPAIR	32.00
FREDRICKSON TYRFIL INC	FILL TIRES	86.00
GEMPLER'S INC	BINS	129.60
GERHOLD CONCRETE CO INC.	CONCRETE	6,209.00
GREAT PLAINS ONE-CALL	DIGGERS HOTLINE	108.36
HARDING & SHULTZ P.C.	ATTORNEY FEES	180.57
HAWKINS, INC	AZONE/FLUORIDE	836.39
HELENA CHEMICAL CO.	WEED PREVENTER	47.50
HOFFMAN PLUMBING, INC	RELOCATE FIRE HYDRANT	1,837.00
INGRAM BOOK COMPANY	BOOKS	210.03
JOHNSTONE SUPPLY	THERMO GUN	150.28
KELLY MEYER	GRASS SEED	80.00
KELLY SUPPLY COMPANY	HOT WATER PUMP	473.14
KLEIN ELECTRIC	FIBER LINE TRENCH/SWITCH ON AQUARIUS	5,572.78
KTCH AM/FM RADIO	RADIO ADS	605.00
LEAGUE OF NEBRASKA MUN	ANNUAL CONFERENCE	745.00
MICROFILM IMAGING SYSTEMS	COPIER TONER	57.63
MIDSTATES ERECTORS INC	COOLING TOWER/CONVERTERS	117,019.00
MUNICIPAL SERVICE	VOLUTE REPAIR/SUBMERSIBLE PUMP PARTS	2,946.14
N.E. NEB ECONOMIC DEV DIS	ENERGY GRANT-COOLING TOWER	2,359.97
NEBR PUBLIC POWER DIST	PURCHASE OF POWER	343,286.47
N.E.NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	29.62
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	12,418.90
NORTHWEST ELECTRIC LLC	SEALS/BEARINGS	681.42
ORIENTAL TRADING CO INC	READING SUPPLIES-SUN CATCHERS	25.99
PAPER 101	COPY PAPER	1,272.50
POWER MONITORS, INC.	VOLT/AMP RECORDER	8,906.03
RANDOM HOUSE	CD'S	87.75
SEVERN TRENT	SERVICE CALL-UV WIRING	3,026.00
STATE NATIONAL BANK	ACH FEE	57.84
STATE TREASURER OF NE	CAT AND DOG REGISTRATION	591.70
UNITED WAY	PAYROLL DEDUCTIONS	5.00
US BANK	MEALS/LODGING/REGISTRATIONS ETC	2,359.19
UTILITIES SECTION	BACKFLOW WORKSHOP	80.00
VAN DIEST SUPPLY	WEED PREVENTER	390.00
WAYNE AUTO PARTS	FUSES/FILTERS/BRAKE SHOES/DRUM	206.00
WAYNE HERALD	CAC ADS/ADS AND NOTICES/ENERGY WISE	2,510.73
WESCO DISTRIBUTION INC	RISERS	204.48
WESTERN AREA POWER ADMIN	ELECTRICITY	25,657.66
ZACH OIL COMPANY	GASOLINE	6,562.29

FISCAL YEAR 2012-2013

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,028.55
APWA	REGISTRATION	330.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUNDS	450.00
CITY OF WAYNE	FOOTBALL REF	80.00
CITY OF WAYNE	PAYROLL	61,595.79
CITY OF WAYNE	UTILITY REFUNDS	150.55
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	166.71
CITY EMPLOYEE	HEALTH REIMBURSEMENT	500.22
ELKHORN PAVING	PHEASANT RUN PAVING	24,296.90
CITY EMPLOYEE	HEALTH REIMBURSEMENT	25.90
CITY EMPLOYEE	HEALTH REIMBURSEMENT	456.23
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	5,480.70
IRS	FEDERAL WITHHOLDING	19,797.86
CITY EMPLOYEE	HEALTH REIMBURSEMENT	713.81
BETTY MCGUIRE	KENMORE WASHER	200.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,161.52
CITY EMPLOYEE	HEALTH REIMBURSEMENT	105.90
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENTS	874.42
CITY EMPLOYEE	HEALTH REIMBURSEMENT	146.77
SIOUX CITY ENGINEERING	BENSCOTER ADDITION-PAVING	132,081.10
STATE NATIONAL BANK	SERIES 2010 BAN'S	5,162.50
UTILITIES SECTION	CONFERENCE REGISTRATION	585.00
WAYNE COUNTY COURT	BOND	400.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	62.02

DELETE FROM CLAIMS 10/2/12

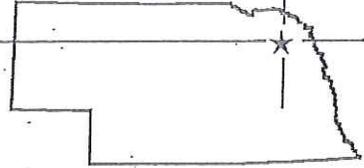
State Treasurer of Ne- Cat and Dog Registrations \$610.00

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated • February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: Lindner Construction Co.

Address: _____

Telephone No.: _____

Date of Request: 10-5-12

Description of Requested Topic: Amend Housing Incentive program to include \$5,000 loans at 0% interest for 3 years for renovation of multi-unit housing. Per apartment unit basis.

B. Lindner





**Economic Development
Chamber ■ Main Street**

October 12, 2012

Lowell Johnson
City Administrator
306 Pearl Street
PO Box 8
Wayne, NE 68787

RE: Sales Tax Advisory Committee – recommendation for Rainbow World Child Care Center (\$100,000)

Dear Lowell,

The Sales Tax Advisory Committee met on Thursday, October 11, 2012, and reviewed an application to Wayne's Economic Development Program fund.

The committee recommended approving a request by Rainbow World Child Care Center for \$100,000 in funds. The terms the committee agreed to included a \$25,000 grant and a \$75,000 loan at an interest rate of half of the secured conventional financing. This project expands the Rainbow World Child Care Center from a 120 child capacity to a 180 child capacity. The expansion would also create a minimum of 6 new jobs (2 FT and 4 PT). The vote on the motion to recommend approving the request was unanimous with 4 members present.

Using its "LB 840 Application Review" matrix, the committee scored the project with the following: *Doesn't Meet* scored 8; *Doesn't Meet/Somewhat Meets* scored 3; *Somewhat Meets* scored 7; *Somewhat Meets/Meets* scored 10; and *Meets* scored 13. This review scoring is used for deliberation. The committee does not use a raw number threshold to recommend projects to the Council.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Wes Blecke".

Wes Blecke
Executive Director

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

Application Number:
Date Received <i>10/5/12</i>

LB830 (form approved 07/31/09) 20 12

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION
Applicant Name: Rainbow World Child Care Center	Name/Business: Melissa Urbanec
Mailing Address: 1110 E 14th Street	Address: 1009 2nd Ave
Wayne NE 68787	Wayne NE 68787
(City) (State) (ZIP)	(City) (State) (Zip)
Telephone Number: 402-375-3200	Telephone Number: 402-833-8102
Fax Number: _____	Federal Tax ID # / SS#: _____
Federal Tax ID Number: 470740797	
Email Address: rainbow@abbnebraska.com	Email Address: melissa@wayneherald.com
3. BUSINESS TYPE	5. FUNDING SOURCES
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other Non-Profit 501C3	WEDP Funds Requested: \$ 100,000 Matching Funds: \$ 100,000 Other Funds: \$ 30,000 Total Project Funds: \$ 230,000 <i>(Round amounts to the nearest hundred dollars.)</i>
4. ASSISTANCE TYPE REQUESTED	
<input type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Other	

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

See attached

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

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

<i>Melissa Urbanec</i>	Melissa Urbanec, President	October 5, 2012
Signature in Ink	Typed Name and Title	Date Signed
<i>[Signature]</i>	Wes Blecke, ^{WABD} Exec Board	Oct 5, 2012
Attest	Typed Name and Title	Date Signed

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

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

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.	100,000	100,000	30,000	230,000	State National Bank and Trust Company <i>Business Savings</i>
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
TOTAL PROGRAM COSTS	100,000	100,000	30,000	230,000	

APPLICANT CERTIFICATIONS

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

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

By: Melissa Urbanec Date: 10/5/12

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

By: _____ Date: _____

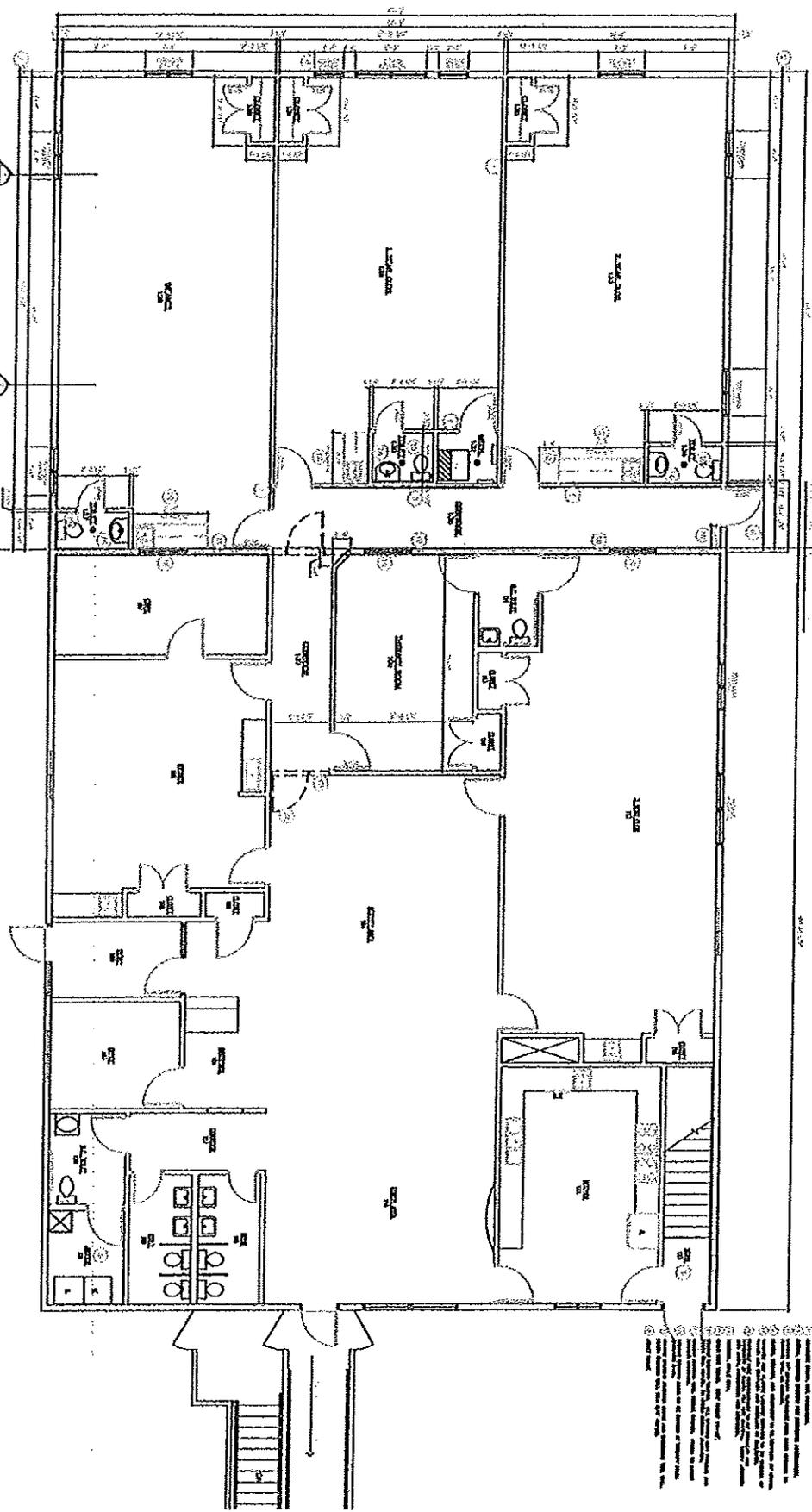
Attest

Typed Name/Title

Date

Rainbow World Child Care Center would like to request \$100,000 in a grant. As Wayne continues to grow so does the need for quality child care, so to ease those growth pains Rainbow World Child Care and Preschool is expanding. We are a non-profit organization created by a group of individuals who saw a need for child care in the Wayne Community. We have provided child care and preschool to the Wayne community for almost 20 years. We plan to add three additional classrooms to fit the growing needs of families in Wayne. This expansion will give us the opportunity to house an additional 60 children. We currently have 9 babies on the way and a waiting list of 6 children. This expansion will also create at minimum 6 new jobs, 2 full time and 4 part time positions. The approximate total cost of our project is \$230,000 and we will be financed primarily through State National Bank and Trust.

MAIN FLOOR PLAN



New Addition

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT AREAS AT ALL TIMES.
 5. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 9. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AND STRUCTURES.
 11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 12. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 13. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AND STRUCTURES.
 15. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 16. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 17. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AND STRUCTURES.
 19. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 20. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 21. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AND STRUCTURES.
 23. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 24. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 25. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AND STRUCTURES.
 27. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 28. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
 29. ALL MATERIALS SHALL BE STORED PROPERLY AND PROTECTED FROM THE ELEMENTS.
 30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT AREAS AND STRUCTURES.

A-1

S.S. 12

FLOOR PLAN

RAINBOW WORLD - DAY CARE CENTER
 CLASSROOM ADDITION
 (110 EAST LIBERTY)
 WAYSIDE, ILL.

J.B. BRODENSEN, ARCHITECT
 100 MADISON
 WAYSIDE, ILL.
 (618) 221-1111

**City of Wayne
Interoffice Memorandum**

Date: October 2, 2012
To: Mayor Chamberlain
Wayne City Council
From: Joel Hansen, Staff Liaison to Planning Commission
Re: Recommendation from October 1, 2012 Meeting



At their meeting held on October 1, 2012, the Wayne Planning Commission heard two discussion items; the results of those discussions are as follows:

Discussion & Recommendation: Blight and Substandard Determination Study for Area Referenced to as Angel Acres

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Brogie to approve and forward a recommendation of approval to the City Council for the Blight and Substandard Determination Study for the area referenced to as Angel Acres, with the findings of fact being as stated in Resolution No. 2012-01 1) the Planning Commission has reviewed the Study (a copy of which is attached to the resolution as Exhibit "A") as to its conformity with the general plan for the development of the City as a whole; and 2) the Planning Commission confirms that the area described in the study meets the definition of blighted and substandard as set forth in the Act; and 3) the Planning Commission makes no other recommendation with regard to such study; and staff's recommendation. Roll call vote was taken with the following: Commissioner Brogie – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Hill – aye; Commissioner Sweetland – aye; and Chair Melena - aye. Chair Melena declared the motion carried unanimously.

Discussion and Recommendation: Redevelopment Plan for East 48 feet of the West 100 feet of Lots 4, 5, and 6, Block 24, Original Town now City of Wayne, Wayne County, Nebraska

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council for the Redevelopment Plan for the East 48 feet of the West 100 feet of Lots 4, 5, and 6, Block 24, Original Town, with the findings of fact being, it is consistent with the Comprehensive Plan and the current and future land use maps and staff's recommendation. Roll call vote was taken with the following: Commissioner Brogie – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Hill - aye; Commissioner Sweetland – aye; and Char Melena - aye. Chair Melena declared the motion carried unanimously.

JJH:cb

COMMUNITY DEVELOPMENT AGENCY

RESOLUTION NO. 2012-6

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA, RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT.

WHEREAS, this Community Development Agency of the CITY OF WAYNE, Nebraska ("Agency"), has received a redevelopment proposal pursuant to the Nebraska Community Development Law (the "Act"), for redevelopment of an area within the City limits of the CITY OF WAYNE; and

WHEREAS, the Agency has considered all of the redevelopment proposals and financial and legal ability of the prospective redevelopers to carry out their proposals;

WHEREAS, the Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the redevelopment contract proposal submitted in the form of the proposed redevelopment contract attached hereto;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Agency recommends the adoption and approval of the Amended Redevelopment Plan contained in the Redevelopment Contract attached to this Resolution with Progressive Property Inspections, LLC.
2. The Agency has conducted a cost benefit analysis of the project, provided in "Redevelopment Plan" attached to the Redevelopment Contract, and finds no adverse impact on the City, employers or taxing entities affected by the project.
3. The Agency hereby gives notice to the Mayor and City Council of its intent to enter into the attached Redevelopment Contract on the passage of 30 days from the date hereof.

PASSED AND APPROVED this 16th day of October, 2011.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
WAYNE, NEBRASKA.

By _____
Chairperson

ATTEST:

Secretary

Attachment A
(Attach copy of Redevelopment Contract here)

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 16th day of October, 2012, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Progressive Property Inspections, LLC, a limited liability company, (hereafter referred to as the Developer).

WITNESSETH:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and Agency to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and members;

WHEREAS, the City of Wayne, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended (collectively the Act), has designated an area in the City described on the attached Exhibit A as a blighted and substandard area; and

WHEREAS, the Agency has completed all procedures necessary for adoption of a Redevelopment Plan and approval of a Redevelopment Contract; and

WHEREAS, pursuant to Section 18-2119 of the Act, Agency has solicited proposals for redevelopment of the redevelopment area, and Developer submitted a redevelopment contract proposal;

WHEREAS, Agency and Developer desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, Agency and Developer do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended, and acts amendatory thereof and supplemental thereto.

"Bondholder" means the holder of Bonds issued by the Agency from time to time outstanding.

"Bonds" or "Series 2012 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (Progressive Property Inspections, LLC, Project), Series 2012.

"Governing Body" means the City Council of the City.

"Premises" or "Redevelopment Area" means all that certain real property situated in Wayne, Wayne County, Nebraska, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

"Project" means the improvements to the Premises, as further described in Exhibit C attached hereto and incorporated herein by reference.

"Project Costs" means only costs or expenses incurred by Developer to acquire, clear and prepare the site for Project redevelopment pursuant to the Act, as set forth on attached Exhibit C.

"Redevelopment Contract" means this redevelopment contract between Agency and Developer dated October 16, 2012, with respect to the Project.

"Redevelopment Plan" means Exhibit B attached hereto as supplemented by this

Redevelopment Contract and the attachments hereto, adopted by the Agency and the City pursuant to the Act, as amended from time to time.

"Resolution" means the Resolution of the Agency dated October 16, 2012, as supplemented from time to time, approving this Redevelopment Contract and providing for the issuance of the Bonds.

"TIF Revenues" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Agency pursuant to the Act.

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Contract shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by Agency.

Agency makes the following representations and findings:

(a) Agency is a duly organized and validly existing community Development Agency under the Act;

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

(c) The Redevelopment Contract is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act;

(d) based on the representations of Developer and other information provided to the Agency,

- I. The Project would not be economically feasible without the use of tax- increment financing;
- II. The Project would not occur in the Redevelopment Area without the use of tax- increment financing; and
- III. The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by the Project;

(e) This Redevelopment Contract (and attachments hereto) constitutes a redevelopment plan and has been duly approved and adopted by the Community Development Agency of the City pursuant to Section 18-2116 and 18-2117 of the Act;

(f) The Agency has requested proposals for redevelopment of the Redevelopment Area pursuant to section 18-2119 of the Act, and deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Developer as specified herein; and

(g) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blight and substandard conditions in the Redevelopment Area.

Section 2.02 Representations of Developer.

Developer makes the following representations:

(a) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any

contract, loan agreement or lease to which Developer is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Developer contrary to the terms of any instrument or agreement.

(b) There is no litigation pending or to the best of its knowledge, threatened against Developer affecting his ability to carry out the acquisition; construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Agency, as to any other matter materially affecting the ability of Developer to perform its obligations hereunder.

(c) Developer has made a fiscal analysis of the project and specifically represents to the City and Agency that:

- I. The Project would not be economically feasible without the use of tax-increment financing, and Developer will not undertake the Project without tax-increment financing;
- II. The Project would not occur in the Redevelopment Area and Developer will not construct the Project without the use of tax-increment financing;

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby includes in the Redevelopment Plan of the Agency a provision that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act. The effective date of this provision shall be January 1, 2013.

Section 3.02 Issuance of Series 2012 A Bonds.

Agency on or about November 1, 2012, will issue its Series 2012 A Bonds in the aggregate principal amount of approximately \$38,000.00, which shall be payable in accordance with the resolution of the Agency authorizing its issuance, bearing interest at Five percent (5.0%) per annum (Series 2012 A Bonds) . The Series 2012 A Bonds shall be limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore. Agency shall have no obligation to find a purchaser for the Series 2012 A Bonds.

Section 3.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency will pledge the TIF Revenues as Security for the Bonds.

Section 3.04 Grant of Proceeds of Bonds.

Agency will grant 100% of the proceeds from the Series 2012 A Bonds secured by a pledge of the TIF Revenues as contemplated in Section 3.02 above, to Developer for the purpose of paying Project Costs.

Section 3.05 Creation of Fund.

Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay Bonds issued pursuant to Sections 3.02 above.

Section 3.06 Perform Obligations of Redevelopment Plan.

Agency will perform, or provide for the performance, in a timely manner, of all obligations to set forth in the Redevelopment Plan required to be performed by the Agency or City, as provided in this Redevelopment Contract, and attached Exhibit B.

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01 Construction of Project; Insurance.

Developer will acquire the site, complete the Project, pay for any site preparation of the project site, and construct an apartment building, including the installation of all equipment necessary for the operation of the apartment building, as shown on Exhibit B 1 attached hereto.

Section 4.02 Purchase of Series 2012 A Bonds.

Developer will purchase the Series 2012 A Bonds or provide for the purchase of the Series 2012 A Bonds at 100% of their par value, immediately upon issuance thereof.

Section 4.03 Grant Deed of Trust to Secure Bonds.

Developer will grant a deed of trust, if requested by the Agency, on the premises to secure the timely payment of the bonds. Such deed of trust shall be junior and inferior only to the primary lender on the project.

Section 4.04 Non-Discrimination.

Developer agrees and covenants for himself, his successors and assigns that as long as any Bonds are outstanding, he will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability marital status or receipt of public assistance in connection with the Project. Developer, for himself and his successors and assigns, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Developer will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Developer intends to, but is not specifically obligated to; create a taxable real property base attributable to the Project of \$200,000.00 no later than as of January 1, 2014.

During the period that any Bonds are outstanding, Developer will (1) not protest a real estate property valuation on the Premises of \$200,000.00 or less; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent during the term that any Bonds are outstanding.

Section 4.06 Payment in Lieu of Taxes.

Developer agrees to make payments in lieu of taxes in an amount equal to the principal of and interest on the Series 2012 A Bonds as the same fall due as and to the extent not fully paid from TIF Revenues, immediately upon receipt of notice from Agency, if for any reason at any time TIF Revenues received by the Agency are not sufficient to pay principal and interest on the Series 2012 A Bonds when due. This payment in lieu of obligation may be represented by a note or other evidence of indebtedness, at the request of the Agency.

Section 4.07 Reimbursement of Costs.

Developer will reimburse the City and Agency for all costs incurred for legal expenses and costs of bond issuance regarding this contract and the Redevelopment Plan, upon approval by the City Council, in an amount not to exceed \$4,000.00.

Section 4.08 Additional Signatures.

Developer shall, upon the request of the Agency, execute such further documents and assurances contemplated by this Redevelopment Contract and all documents which Developer is required to sign as part of the transactions contemplated hereby.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Developer shall pay all Project Costs which are in excess of the amounts paid from the proceeds of the Bonds granted to Developer.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Developer.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party, failing to perform or in breach of its obligations.

Section 6.02 Additional Remedies of Agency.

In the event that:

(a) Developer, or its successor in interest, shall fail to substantially complete the construction of the Project on or before December 31, 2013, or shall abandon construction work for any period of 90 days; or (b) Developer, or its successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof or payments in lieu of taxes

pursuant to Section 4.06 when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the Agency made for such payment, such event shall be deemed a failure to perform under this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to the Developer pursuant to Section 3.04 of this Redevelopment Contract, plus interest as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Developer to Agency within 30 days of demand from Agency.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Agency gives notice to the Developer demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Developer of its obligation to pay real estate taxes or assessments or payments in lieu of taxes with respect to the Project.

Section 6.03 Remedies in the Event of Other Developer Defaults.

In the event Developer fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), Developer shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of this Redevelopment Contract, neither party, as the case may be, nor any successor shall be in breach of or in default in its performance of obligations within its control, when and without its fault, a default in such obligation occurs caused by acts of God, or Government, or in the event of enforced delay in the project due to unforeseeable causes beyond the control of the parties or either of them, including fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency or of Developer with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Except as set forth in Article VII, the sole obligation of the City under this Redevelopment Contract shall be the issuance of the TIF Indebtedness, granting the proceeds thereof to Developer, as specifically set forth in Sections 3.02. The obligation of the City on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Neither Agency, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Specifically, but without limitation, neither City nor Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Developer releases the Agency and the City from,

agrees that the Agency and the City shall not be liable for, and agrees to indemnify and hold the Agency and the City harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

Developer will indemnify and hold each of the Agency and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Developer, whether or not related to the Project, or resulting from or in any way connected with the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Premises is located.

Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be

EXHIBIT "A"

DESCRIPTION OF PREMISES

(REDEVELOPMENT AREA)

The East 48 feet of the West 100 feet of Lots 4, 5, and 6, Block 24, Original Town, now the City of Wayne, Wayne County, Nebraska.

EXHIBIT "B"

DESCRIPTION OF PROJECT AND DEVELOPER'S REDEVELOPMENT PLAN FOR PROGRESSIVE PROPERTY INSPECTIONS' APARTMENT COMPLEX

OVERVIEW:

This plan is intended to redevelop an area within the City of Wayne, which has been declared blighted and substandard within the meaning of the Community Development Law of the State of Nebraska.

This redevelopment will redevelop the real estate shown on Exhibit "A" to the Redevelopment Contract. Developer will clear the site. This project is one that, subject to assistance from the Agency, will result in the construction of a single building apartment complex.

The Developer will not develop this project in the project area without the benefit of tax increment financing. The costs of site clearance and construction of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. The Developer has reviewed the economic data, including the separate costs allocable to site clearance and preparation, and have determined that it is not economically feasible to build the facility without the use of tax-increment financing. The Developer proposes that the Community Development Agency issue a bond to be repaid from the incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date of January 1, 2013. The Developer will use the proceeds of the bond to assist in the acquisition, site clearance and construction and equipping of the buildings.

THE REDEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates a change in current land use. Currently the real estate is unimproved.

This plan provides for a public/private partnership to provide site development of a multi family facility. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the area affected by this plan.

2. Relationship of Plan to Local objectives for improved traffic flow and public utilities in plan area: This plan contemplates no relocation of the existing street access.

3. Relationship of Plan to Local objectives for community facilities: This plan is part of a redevelopment scheme that will provide reutilization of lots that held dilapidated buildings and provide new modern multi family rental residential facility.

4. Redevelopment project boundaries: Exhibit B1 to the Redevelopment Contract shows the boundaries of the project.

5. Proposed land use plan: Exhibit B1 also shows the proposed land use plan after redevelopment.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain increase for the area based on the number of families that will be able to live in this new facility. Building coverage will increase as shown on Exhibit B1.

7. Statement regarding change in street layouts: This Plan proposes no changes in street and utility layout.

8. Site plan after redevelopment: Exhibit B1 is an accurate site plan of the redevelopment project after redevelopment.

9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: No additional public utilities required to support the proposed use.

10. Public cost/benefit analysis: This plan requires that the Developer will own, rehabilitate, construct and equip an apartment building. No public funds, other than the tax increment financing benefit, will be used on the structure, or to provide any of the necessary equipment.

The Developer will provide all financing for the project except that provided by the City of Wayne. TIF Bonds shall not be backed by the City or the Agency, and will only be repaid from the increased ad valorem tax stream created by the project rehabilitation, over a 15 year period commencing January 1, 2013. All ad valorem taxes currently being paid by the facility will continue to be paid to the normal taxing authorities, including the school district, the City of Wayne, and Wayne County, subject to current valuation adjustment. After the 15-year TIF period, the increased taxes will also be paid to the normal taxing authorities.

The operation of the facility will result in increased tax revenues to the City of Wayne. Each dollar spent in the community will generate sales tax which will reduce the property tax burden of community residents. This reduction in property tax demand will result without any significant increase in demand for other public services.

No employers in the redevelopment area will be impacted as there are no such employers. However, due to a labor shortage, impacted in part by affordable housing, this project will provide additional housing that may assist in the location of additional employees in the community.

The addition of these apartment units is not calculated to impose significant costs on the school district, nor other public entities.

11. Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the redevelopment project specified in the plan, namely the property

described on Exhibit A to the Redevelopment Contract, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2013, as follows:

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

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

EXHIBIT “B-1”

(attach copy of site map)

EXHIBIT "C"

(Project eligible expenses)

Site Acquisition
Site Preparation

Betty McGuire - Re: Offer to Purchase Lot

From: Lowell Johnson
To: kelby herman
Date: 10/05/2012 10:13 AM
Subject: Re: Offer to Purchase Lot
CC: city council 1

Kelby

I talked to Joel about this and we agree the lots are poorly laid out but can be fixed administratively. Joel is going to prepare an administrative lot change proposal for the CDA to consider.

Thanks

Lowell

Lowell D. Johnson
City Administrator
City of Wayne
office 402-375-1733
fax 402-375-1619

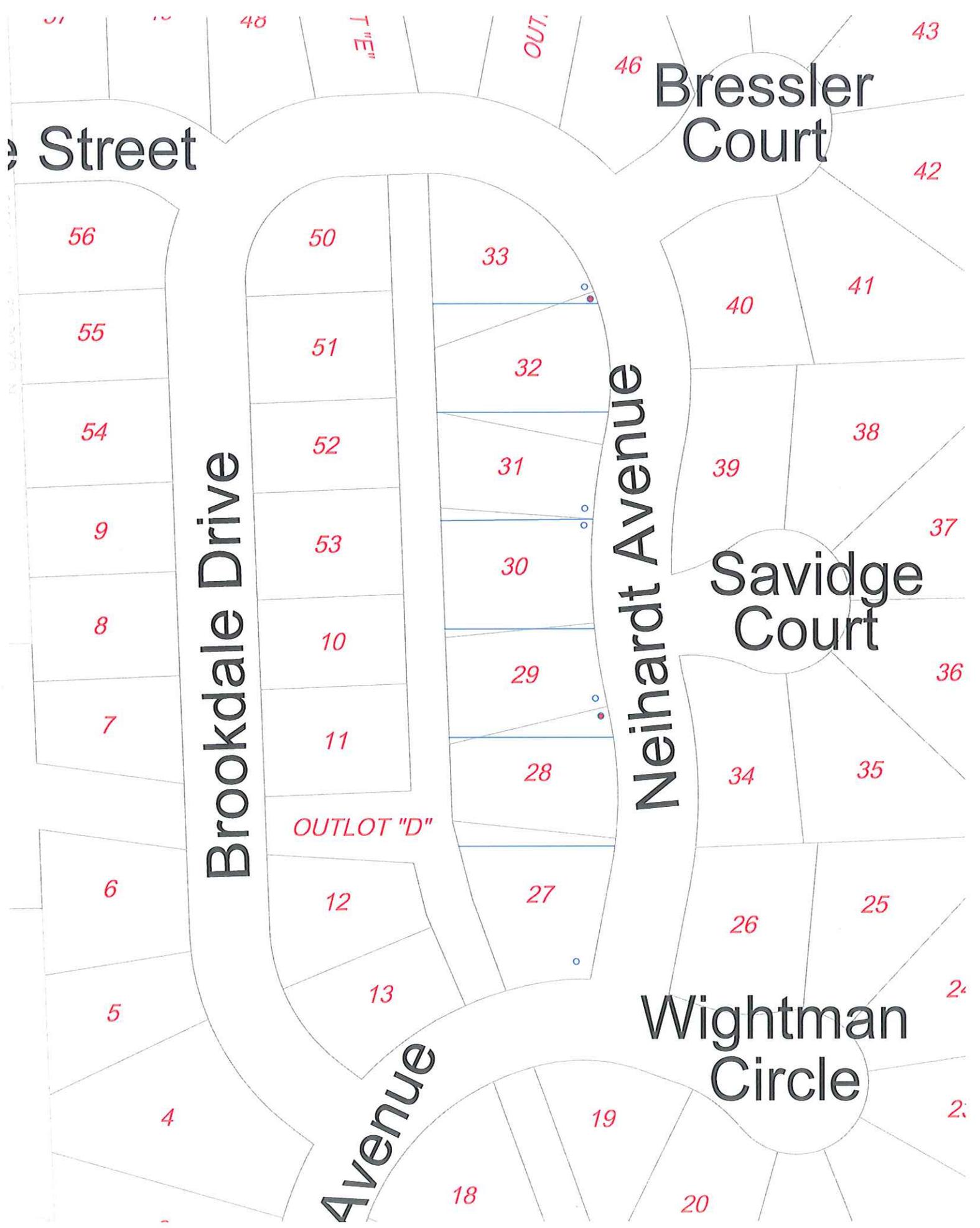
>>> kelby herman <kelbyherman@live.com> 10/4/2012 1:52 PM >>>

Lowell,

I would like to offer \$5,000.00 for lot 30 in Western Ridge and to close on the lot October 17th. I would be starting construction immediately. I have reviewed the plat of Lots 27-33 and it is my opinion as a builder/buyer that there are only three lots that I would build on due to the size (#28,30,32). The other lots are of poor size and have obstructions that would lead to a more difficult sale of the property. I have spoken with Mayor Chamberlain and Joel Hanson about a possible administrative lot split to make all seven lots desirable. Please inquire with Joel about the proposed lot resizing that Ken, Joel & I have worked on. Please place my offer to purchase lot 30 on the agenda for the October 16th City Council meeting. Please give me a call if you have questions about my offer and the possible lot resizing.

Thank you,

Kelby Herman



Street

Bressler Court

Brookdale Drive

Neihardt Avenue

Savidge Court

Wightman Circle

Avenue

OUTLOT "D"

TIN E

OUT

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RESOLUTION NO. 2012-76

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, APPROVING A REDEVELOPMENT PLAN AS CONTAINED IN A REDEVELOPMENT CONTRACT; MAKING FINDINGS WITH REGARD TO SUCH PLAN AND APPROVING OTHER ACTION THEREON.

WHEREAS, the City of Wayne, Nebraska a municipal corporation, has determined it to be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 1943, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, The City has previously declared an areas of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, The Community Development Agency of the City of Wayne, Nebraska (the Agency) has prepared an Amended Redevelopment Plan as contained in a Redevelopment Contract pursuant to Section 18-2111 of the Act:

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Wayne, Nebraska:

1. The Amended Redevelopment Plan as contained in the Redevelopment Contract in the form attached to this Resolution as Exhibit "A" is hereby determined to be feasible and in conformity with the general plan for the development of the City of Wayne as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act;

2. The Mayor and City Council specifically find, as follows:

(a) The project described in the Redevelopment Contract and Plan attached thereto, would not be economically feasible without the use of tax-increment financing;

(b) The project would not occur in the Redevelopment Area without the use of tax-increment financing; and

(c) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long term best interests of the community impacted by the project.

3. Approval of the Redevelopment Plan is hereby approved, ratified and affirmed and the Agency is hereby directed to execute the Redevelopment Contract and implement the Redevelopment Plan in accordance with the Act, with such amendments and revisions as are appropriate.

4. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property described herein, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be _____, 2012 as to the following described real estate, to wit:

The East 48 feet of the West 100 feet of Lots 4, 5, and 6, Block 24,
Original Town, now the City of Wayne, Wayne County, Nebraska.

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

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

5. The Chairman and Clerk are authorized and directed to execute and deliver, from time to time, to the County Clerk, Treasurer and Assessor, the Notice of Allocation of Taxes with the appropriate description of real estate, as established pursuant to the Redevelopment Contract and Redevelopment Plan.

PASSED AND APPROVED this 16th day of October, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Exhibit "A"

REDEVELOPMENT CONTRACT

RESOLUTION NO. 2012-77

A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND WAYNE CHAPTER NO. 54 FRATERNAL ORDER OF POLICE (2012 – 2014).

WHEREAS, the City of Wayne and the Wayne Chapter No. 54 Fraternal Order of Police have come to an agreement concerning the Collective Bargaining Agreement; and

WHEREAS, a copy of the said Collective Bargaining Agreement is marked Exhibit "A" and attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City shall enter into a Collective Bargaining Agreement with Wayne Chapter No. 54 Fraternal Order of Police (2012-2014), and that the Mayor is hereby authorized to execute said Agreement on behalf of the City.

PASSED AND APPROVED this 16th day of October, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Collective Bargaining Agreement

Between

CITY OF WAYNE

and

Wayne Chapter No. 54

FRATERNAL ORDER OF POLICE

July 1, 2012 - June 30, 2014

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PREAMBLE

This agreement is between the City of Wayne, (hereinafter referred to as the “City) and Wayne Chapter No. 54 of the Fraternal Order of Police (hereinafter referred to as the “Union”). This Agreement shall be entered into when signed by the proper officers of the City and the Union, and shall become effective on the date that it is signed; except that the rates of pay set forth in Schedule “A” shall be effective as of the 1st day of July, 2012.

I. RECOGNITION

Sec. 1: Recognition of Union. The City recognizes the Union as the exclusive representative of “employees” as defined in Section 2 of this Article.

Sec. 2: Definition of Employees. Whenever used in this Agreement, the term “employees” shall mean all full-time or part-time employees in the classifications of policy officer below the rank of Lieutenant, Communications Supervisor, and dispatchers, employed by the City at its facilities located in Wayne, Nebraska; but excluding law enforcement supervisory (including specifically the positions of Chief of Police and Police Lieutenant), clerical and professional employees.

Sec. 3: Position Titles and Rates of Pay. There is attached hereto and made a part of hereof Schedule “A” which lists the positions titles and rates of pay for each position covered by this Agreement.

II. CLASSIFICATION OF EMPLOYEES

Sec. 1: Introductory Employees. A newly-hired employee shall be an introductory employee for the first six (6) months of his/her employment (the Introductory Period.)

Sec. 2: Regular Employee. An employee who has completed the Introductory Period and who has been rated as satisfactory by his/her management supervisor at the end of the Introductory Period shall be classified as a regular employee. A regular employee shall include a full-time or part-time employee.

Sec 3: Temporary Employees. Temporary employees are those employees hired for a limited period of time (not to exceed six (6) months) or to perform work on a temporary project (with duration of less than (6) months). The City has the right to hire temporary employees as it deems necessary. Unless specified otherwise, temporary employees will have no privileges under this Agreement. The six (6) month period referred to in this paragraph may be extended by the agreement of the parties.

III. MANAGEMENT RIGHTS

Sec. 1: Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to, the rights, in accordance with the City's sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed, and to hire employees; to determine qualifications of employees, including skills, education, experience, ability, training, and fitness for duty; to assign and direct the work of employees; to promote, demote, or transfer employees; to lay off employees for lack of work or other legitimate reasons and to recall employees to work; to set the standards of productivity, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the schedule of work, including the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors or contract employees to perform work, or provide services; to utilize part-time and temporary employees; to subcontract, transfer, contract out, close down, or relocate the City's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations or service; to determine the location of the business, including the establishment of new facilities, or the closing of existing facilities; to determine the number, location and operation of departments, divisions, and all other units of the City; to control and regulate the use of vehicles, facilities, equipment, and other property of the City; to introduce new or improved service methods, and equipment; to issue, amend and revise policies, rules, regulations, and practices; to establish or modify job duties and classifications; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the City and to direct the City's employees.

The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union; provided however, that if the exercise of management rights results in a change in policy, no disciplinary action will be taken based on the revised policy until five (5) days following the posting of notice of the revised policy. It is agreed that the listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. The City's exercise of its management rights will not be subject to grievance and arbitration, unless such exercise violates provisions of this Agreement. The City's failure to exercise any right prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not to conflict with the express provisions of this Agreement.

The City Administrator has the absolute right to draft and prepare a budget for submission to the City council without further discussion with the Union prior to submission or approval. Provided, however, that the budget shall not contain provisions for wages and benefits at a level that is less than the level contained in this Agreement.

Sec. 2: Rules, Regulations, Personnel Policies and Job Descriptions. Attached hereto, marked Exhibit "A", are the written Rules, Regulations, Personnel Policies, and Job Descriptions of the City as of December 31, 2009. It is expressly understood that the right to issue, amend and revise policies, rules, regulations, and practices, including attendance, work, substance abuse, functional testing and safety rules, and to establish or modify job duties and classifications is retained and vested exclusively in the City.

All employees will abide by any such policies, rules, regulations, and practices. The City shall have the right to impose discipline for violation of said policies, rules, regulations, and practices, including the right of suspension or discharge. The City shall also have the right to establish or revise a progressive discipline policy to address violations of these policies, rules, regulations and practices.

IV. BARGAINING UNIT WORK

The City retains the right to assign supervisory personnel and/or non-bargaining unit personnel to perform bargaining unit work in the following circumstances: safety reasons or emergencies.

V. COMPLIANCE WITH THE LAW

Sec. 1: Compliance with Law. Nothing in this agreement shall be construed to require either party to the agreement to act in violation of any applicable State or Federal law or legal regulation, and in the event that any such conditions arises, it is agreed that this agreement shall be modified to the extent necessary to comply with such law or regulation.

Sec. 2: Severability. If any provisions of this Agreement or the application of the same shall be held invalid, the legality of the other provisions of this Agreement shall not be affected thereby.

Sec. 3: Non-Discrimination. The City and Union agree that this Agreement will be administered equally and equitable with respect to all employees and that neither party will discriminate against any employee because of his/her race, creed, color, religion, sex, age or national origin, or membership in the Union.

Sec. 4: USERRA. The City shall comply with all of the re-employment and seniority provisions of the Uniformed Services Employment and Re-employment Rights Act of 1994, and all amendments thereto with reference to any Regular Employee called into service with the Armed Forces of the United States.

VI. CONDUCT OF UNION AFFAIRS

Sec. 1: No Union Activity, Solicitation. No bargaining unit employee, including Union officers and representatives, shall conduct any Union activity or Union business during working hours except as specifically authorized by the provisions of this Agreement. Each employee is expected to perform full time work except when specifically authorized by the terms of this Agreement. No employee or non-employee union representative shall solicit union membership during working time.

Sec. 2: Stewards. Not more than two (2) stewards shall be selected by the Union and shall represent the employees in the bargaining unit. The Union shall furnish the City with the name of the steward selected. All stewards referred to in this Agreement shall be regular employees of the City. Each steward shall report to his/her immediate non-bargaining unit supervisor or designated representative, and receive approval prior to the time of leaving his/her work to perform the duties of such steward as set forth herein and shall also report on returning to his/her work assignment unless excused by the steward's supervisor. Member(s) on duty, representing the bargaining unit, may participate in negotiations, subject

to responding to calls for service at any time. No more than 30 hours of aggregate on duty time may be used for negotiations.

VII. HOURS OF WORK AND OVERTIME

Sec. 1: Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commit by the City to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The City's pay records, practices and procedures shall govern the payment of all wages.

Sec. 2: Workday. A workday is a period of twenty-four (24) consecutive hours beginning at the start of a calendar day and ending at midnight of that day. A regular shift shall consist of twelve (12) hours of work for law enforcement personnel, and twelve (12) hours of work for dispatch personnel, in a workday.

Sec. 3: Overtime and Compensatory Time.

- A. **Employees Covered by this Agreement, Other than Dispatchers.** For all hours (or fraction thereof) worked by an employee in excess of eighty four (84) hours in a fourteen (14) day work period established by the City, said employee shall be entitled to overtime compensation in accordance with the Fair Labor Standards Act.
- B. **Dispatchers.** For all hours (or fraction thereof) worked by an employee in excess of forty (40) hours in a seven (7) day workweek established by the City, said employee shall be entitled to overtime compensation in accordance with the Fair Labor Standards Act.
- C. **Definitions.** As used in this Section 3.A. and B., "overtime compensation" shall mean either compensatory time off or payment

of a premium rate, and shall be consistent with the Fair Labor Standards Act guidelines. An employee with less than 168 hours of compensatory time accrued may elect to receive overtime compensation as compensatory time up to a maximum of 168 accrued hours.

As used this Section 3.A and B., “overtime compensation” shall mean either compensatory time off or payment of a premium rate. The decision to grant compensatory time off or, in the alternative, to pay a premium rate is left to the sole discretion of the City and shall be consistent with the Fair Labor Standards Act guidelines.

In the event that a premium rate is paid in lieu of providing compensatory time off, the premium rate shall be equal to one and one-half (1.5) times the employee’s regular rate for all overtime hours in that work period. In the event that compensatory time off is provided as overtime compensation, then compensatory time off will be earned at a rate not less than one and one-half hours for each hour of employment for which overtime compensation is required under this Agreement. No employee may accrue more than 168 hours of compensatory time. After 168 hours of compensatory time has been accrued, all overtime compensation shall be paid out as wages.

Compensatory time and compensatory time off are inter changeable terms for the purpose of this Article. Compensatory time for the purpose of this Article is paid time off the job which is earned and accrued by an employee in lieu of an immediate cash payment; and consists of hours during which an employee is not working, which are not counted as hours worked during the applicable workweek or other work period for purposes of overtime compensation, and for which the employee is compensated at the employee’s regular rate.

Sec. 4: Overtime Credit.

- A. Hours which an employee does not work but for which he or she is compensated, such as vacation, and personal day hours, shall not be considered hours worked for the purposes of computing overtime eligibility under this Agreement.

- B. Hours of work during which employees appear in court or other official proceedings based on any action arising out of their

employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding, and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.

- C. Hours of work during which employees respond to work pursuant to an off-duty call out arising out of their employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent in court or other official proceeding, and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.

- D. Hours of work during which employees appear for official parade duty arising out of their employment, at a time during which they are not otherwise on duty during a scheduled shift, shall be considered hours of work for the purpose of compensation and computing overtime at the rate of 1.5 times the actual hours spent for the official parade and the employee shall be guaranteed a minimum of two (2) hours of compensation and overtime credit.

- E. Hours of work by department trainers for conducting department officer training and the required set-up and teardown time during a time when the trainer is not otherwise on duty during a scheduled shift shall be considered hours of work for the purpose of compensation and computing overtime compensation and paid out as wages except as provided in Art. VII, Section(C) of this agreement.

- F. There shall be no duplication of pyramiding of overtime.

Sec. 5: Overtime Work and Equalization. The City shall determine when and by whom overtime will be worked. However, the City will attempt to distribute overtime as equally as practicable among its employees.

VIII. UNIFORMS

Uniforms (approved by the City) will be provided to all bargaining unit employees, including dispatchers, and replaced at the discretion of the City.

IX. HOLIDAYS

Sec. 1: Holidays. The following days shall be considered holidays:

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Veterans Day
- (7) Thanksgiving Day
- (8) Christmas Day
- (9) Floating Holiday

Sec. 2: Observance. Each holiday will be observed on the actual day of the holiday. In addition to the foregoing holidays, each eligible full-time Regular Employee shall have one "floater" holiday which may be scheduled upon reasonable notice, not less than two weeks in advance.

Sec. 3: No Work on Holidays. On each holiday, an eligible full-time Regular Employee shall receive eight (8) hours of compensatory time (or the number of hours that the employee is regularly scheduled to work if in excess of eight (8) hours) if the employee does not work on the holiday. Holiday leave and holiday compensation are interchangeable for purposes of this Article and shall refer to compensation earned or accrued due exclusively to holidays. Holiday compensation shall be included in calculations of overtime compensation. Holiday compensation shall be paid out exclusively as wages.

Sec. 4: Eligible Employees. Each regular employee who actually works (or is excused from working) his last scheduled workday before and first scheduled workday after the date observed as the Holiday, shall be eligible for the benefits set forth in Section 3 of this Article. If a holiday occurs during a period of pre-approved vacation leave or extended (five days or more) sick leave the employee shall not be charged vacation for the holiday. An employee in no-pay status shall not receive holiday compensation.

Sec. 5: Work on the Holiday. Whenever an eligible employee is required to work on a holiday, the City will pay the employee 2.5 times their regular rate of pay for the number of hours actually worked. The Employee shall not receive compensatory time in addition to compensation for time worked on said holiday.

X. RATE OF PAY

Sec. 1: Schedule "A". Schedule "A", attached hereto sets forth the minimum and maximum wage rates for each job position within the Bargaining Unit. Each job position will have intermediate rates (steps) depending on length of service. Schedule "A" will be adjusted upward 0%-2% as approved by the city council for the cost of living in the calendar years beginning January 1, 2013 and January 1, 2014.

Sec. 2: On Call Pay. On call pay shall be paid out at the rate of \$5.00 per hour.

Sec. 3: Starting Rate. Persons hired into a job position shall be paid at not less than minimum wage rate assigned to that job position. The City may authorize a rate other than this minimum rate in order to recruit an employee, in the sole discretion of the City.

Sec. 4: Movement Within a Position. Movement above the minimum wage rate for a job position will be determined taking into the account length of service. Any employee on probationary status due to disciplinary or performance reasons

shall not advance above the employee's then current wage step until the employee is removed from probationary status.

Sec. 5: Movement to a Different Position. In any case in which an employee moves to a higher position, the employee shall be given credit for length of service in the new position in an amount necessary to place the employee on the step in the higher classification which corresponds to a wage rate closest to, but not lower than, the employee's wage rate before the movement to the higher position. In any case in which an employee moves to a lower position, the employee shall be given credit for his or her length of service with the City of Wayne Police Department in the new position.

Sec. 6: Merit Pay. Nothing in this contract shall prohibit the City from paying one or more employees more than the wages and rates of pay provided in this contract based on skill ability, knowledge, performance, attendance, experience, attitude, and relevant education.

Sec 7: Supplemental Retirement Plan. The City shall establish and maintain an additional, optional defined contribution retirement plan for employees. The City shall be under no obligation to match any contributions to this supplemental plan made by employees.

Sec. 8: Accrued Compensatory Time Rollover into Qualified City Retirement Plan. For the term of this agreement, each police Department employee shall have the option at the time of his/her choice to convert up to 40 hours per year of accrued, unpaid, compensatory time, at the employee's regular wage rate at that time, to a cash contribution into that employee's qualified city retirement account, without a match by the City.

XI. EMPLOYEE INSURANCE PROGRAMS

The City maintains the following Insurance Programs for the benefit of its employees and encourages their participation. These plans are available to Eligible Employees of the City as described below, subject to the applicable waiting periods and terms and conditions contained in the plan documents. The specifications and other details of each of these plans can be found in the summary plan descriptions and shall be made available to all employees upon request. A general description of each plan is listed below:

Sec. 1: Insurance Benefits.

A. **Major Medical Insurance.** This policy provides for payment of medical expenses for Regular Full-Time Employees and their dependents and Introductory Employees with 30 days of employment, as defined in the policy.

1. The Plan shall provide for a maximum \$750 Annual Deductible for Single coverage and maximum \$1,500 Annual Deductible for Family coverage; with a 20% co-pay percentage; with a maximum out-of-pocket limit of \$1,600 for Single Coverage and \$3,200 for Family Coverage. For the calendar year 2012, the Annual Deductible for Single Coverage is \$450 and \$900 for Family Coverage with a \$200 Single Coverage and \$400 Family Coverage reduction incentive for employees who: 1) didn't use tobacco the previous calendar year; and 2) who, with their spouse, (if applicable) have undergone an annual physical paid for by the City's group health insurance plan in the previous calendar year.
2. The Plan shall include the option to participate in a preferred provider organization (PPO), and employees choosing not to participate shall not be guaranteed the levels of benefit coverage described herein.
3. The City shall provide 97.5% of the cost of the health insurance premium of Single Coverage for Regular Full-Time and Introductory Employees with 30 days of employment, as established by the health insurance carrier on an annual basis.
4. The City shall provide 90% of the cost of the health insurance premium for Family/Dependent coverage for Regular Full-Time and Introductory Employees with 30 days of employment, as established by the health insurance carrier on an annual basis.

5. The Employee shall pay, through means of wage withholding the applicable percentage of health insurance premium for which he or she is responsible.
6. The Plan may offer dental coverage.

XII. NO STRIKE AND LOCKOUT

Sec. 1: Prohibition of Strike, Work Stoppage, Lockout. The continuous and proper functioning and operation of the governmental service to the people of Nebraska is essential to their welfare, health and safety. Governmental service in the proprietary capacity and the service of such police departments are clothed with a vital public interest that the parties hereto acknowledge.

Sec. 2: No Strike and Lockout. Accordingly, during the period of this Agreement there shall be no strike, slowdown, or other work stoppage, picketing or other interference with the operations of the City by the Union or any bargaining unit employee. During the period of this Agreement there shall be no lockouts.

XIII. DURATION, EFFECT

Sec. 1: The terms of this Agreement shall be in full force and effect from July 1, 2012 through June 30, 2014 and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate, change or modify the Agreement is served by either party upon the other party ninety (90) days prior to the expiration date, or ninety (90) days prior to the expiration date of any subsequent contract year.

Sec. 2: This Agreement supersedes any previous oral and written agreements between the City, its employees or the Union. The City will not be bound by any

past understandings, practices and/or customs between the City, its employees, or the Union on matters not specifically governed by the terms of this Agreement.

XIV. SIGNATURES

The parties hereto have caused the Agreement to be executed by their proper officers hereunto duly authorized this ____ day of _____, 2012.

CITY OF WAYNE

WAYNE CHAPTER NO. 54
FRATERNAL ORDER OF POLICE

By _____

By _____

Its: Mayor

Its: President

City of Wayne
2012 Wage Scale

	P	A	B	C	D	E	F	G	H	I	J
	0/6 mo	6 mo/1 yr	1 - 2 yr	2 - 3 yr	3 - 4 yr	4 - 5 yr	5 - 6 yr	6 - 7 yr	7 - 8 yr	8 - 9 yr	9 yr & beyond
Range	10.08	10.57	10.86	11.16	11.46	11.78	12.11	12.44	12.78	13.13	13.49
Part time Dispatcher	10.08	10.57	10.86	11.16	11.46	11.78	12.11	12.44	12.78	13.13	13.49
Dispatcher	12.25	12.84	13.20	13.56	13.93	14.32	14.71	15.12	15.53	15.96	16.40
Dispatch Supervisor	13.14	13.79	14.19	14.59	15.01	15.44	15.89	16.34	16.81	17.29	17.79
This scale is based on 2184 hours per year											
Patrolman	16.41	16.93	17.46	18.01	18.58	19.16	19.77	20.39	21.03	21.69	22.36
Senior Patrolman	18.22	18.70	19.19	19.69	20.21	20.74	21.28	21.84	22.41	23.00	23.60
Police Sergeant	19.80	20.31	20.84	21.38	21.94	22.51	23.10	23.70	24.31	24.95	25.55

Police wage scale

RESOLUTION NO. 2012-78

**A RESOLUTION ADOPTING AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF WAYNE AND MUNICIPAL ELECTRIC
INTERESTS GROUPS (MEIG).**

WHEREAS, the Wayne City Council is desirous of entering into and being a party to a "Municipal Electric Interests Group" (MEIG); and

WHEREAS, said Interlocal Agreement, which is attached hereto and incorporated herein by reference, is established to provide municipalities a forum for the discussion of common interests and advocacy of those interests relating to rate setting and policy decisions made by NPPD; and

WHEREAS, said Interlocal Agreement requires that a representative be designated by the City to represent the community on a joint board that is responsible for the administration of this cooperative undertaking.

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

1. The City of Wayne shall enter into and be a party to MEIG.
2. The Mayor is authorized to execute said Interlocal Agreement on behalf of the City.
3. The City Administrator is appointed to represent the City of Wayne on a joint board that shall be responsible for the administration of this cooperative undertaking.

PASSED AND APPROVED this 16th day of October, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

MUNICIPAL ELECTRIC INTERESTS GROUP (MEIG)

PURPOSE

This Interlocal Agreement is entered into on this _____ day of October, 2012, by and between the City of Wayne, and the City of Central City, Municipal Corporations.

WHEREAS, two or more public agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority, pursuant to the provisions of Nebraska Statute Section 13-801, et, seq.; and

WHEREAS, these agencies have a fiduciary responsibility to fully evaluate costs of purchased power for their utilities; and

WHEREAS, the costs of evaluating utility rate proposals and presenting our point of view to those supplying power are great and can be shared.

THEREFORE, MEIG is hereby established to provide municipalities a forum for the discussion of common interests, and advocacy of those interests, relating to rate setting and policy decisions made by NPPD.

MEIG is based on the following principles:

1. We believe that NPPD provides honest, professional, and competent service to all their customers and this organization is intended to allow municipals to act more effectively within the existing structure of NPPD. This organization is not created with any adversarial position or attitude towards NPPD.
2. NPPD customers have different interests based on their load profiles.
3. The interests of rural power districts are, at times, in conflict with the interests of municipals.
4. Rural power districts have very engaged and effective representation by the Nebraska G&T, which we believe primarily acts as a lobbying entity on behalf of the rural power district interests.
5. Municipals have no equivalent representation or lobbying entity to effectively advocate for municipal interests.
6. Municipals are typically represented by officials who spend a small proportion of their time directly engaged in their electric utilities and are seriously disadvantaged in forums with rural power district managers and G&T representatives who work full-time in the electric industry.
7. When each municipality individually considers their interests regarding rate setting, policy making, or contract renewals, we miss the opportunity for collaborative efforts and coordinated strategy. We can better advocate for our interests as an organized group.
8. Municipals have been divided by being labeled as "wholesale" and "retail", which has reduced our effectiveness in advocating for municipal interests in general. We will strive to re-define ourselves on our own terms.

PARTIES

This Agreement is entered into by the City of Wayne, that by the signatures on duplicate original copies of this Agreement has consented to the terms of this Agreement. Any utility that has signed this Agreement and submitted a copy to the League of Nebraska Municipalities located at 1335 'L' Street, Lincoln, NE, is a party to this Agreement. Eligible participants shall be limited to any City or Village in the State of Nebraska or other entity approved by an affirmative vote of 75% of the existing parties to this agreement

GOVERNANCE AND VOTING

The MEIG shall be governed by a Board including one representative from each signatory party to this agreement. Each representative shall be designated in writing by the Mayor or Board Chairman. The representative from each municipality shall be entitled to one vote on matters before the Board.

The Board may designate officers as they see fit, including positions such as Chair, Vice-Chair, Secretary/Treasurer and the like. The Board may designate these officers, along with others, to serve on an Executive Committee for the purpose of conducting certain business between meetings and to serve as representatives and spokespeople for the organization.

BOARD DUTIES

The Board shall have the authority to govern the general operations of the MEIG. The Board shall have the authority to appoint one or more Nebraska WARN administrators to assist in the general operations of the Nebraska WARN.

FUNDING AND PROPERTY OWNERSHIP

The MEIG shall not require the payment of dues or fees for membership in the organization. The MEIG may request voluntary fixed amount or per capita contributions for the purpose of hiring consultants or performing essential work on behalf of the organization. Payment of these contributions shall not be conditional for continued membership in the organization. The MEIG shall not own property.

TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. Termination of participation in this Agreement by a party shall not affect the continued operation of this Agreement between and among the remaining parties. This agreement shall remain effective until January 31, 2026.

TERMINATION

Any Party may withdraw at any time by resolution of the Governing Body submitted to the League of Nebraska Municipalities.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Utility listed here duly executes this Municipal Electric Interests Group Agreement this 16th day of October, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor/Chairperson

ATTEST:

City Clerk

Authorized Representative

THE CITY OF CENTRAL CITY, NEBRASKA

By _____
Mayor/Chairperson

ATTEST:

City Clerk

Authorized Representative

RESOLUTION NO. 2012-79

A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES

WHEREAS, the City Council, by and through the City Code and as a matter of general policy, establish certain rates, fees and charges for purposes of raising operating revenue and covering costs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Wayne, Nebraska, that the attached schedule of rates, fees and charges are hereby amended and the same shall, if not already in effect, become effective upon the passage and approval of this Resolution.

PASSED AND APPROVED this 16th day of October, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

2012 SCHEDULE OF FEES

	2012
Utility Deposits	
Electric	\$ 125.00
Water	\$ 50.00
Sewer	\$ 50.00
Reconnect Fees	\$ 50.00
Overtime Rate	\$ 75.00
Bad Checks	\$ 30.00
Dog License	\$ 6.00
Fingerprints	\$ 20.00
Vendor's Permit	\$ 25.00
Vehicle Storage (Per Day Outside)	\$ 10.00
(Per Day Inside)	\$ 25.00
Impounded Vehicle	\$ 150.00
Parking Fines:	
Paid within first five days	\$ 15.00
Paid between 6-15 days	\$ 30.00
Paid after 15 days	\$ 45.00
Police Reports	\$5.00 up to 6 pgs
Copies	\$ 0.25
Color	\$ 1.00
CAD Maps (24" wide)	\$ 15.00
CAD Maps (36" wide)	\$ 25.00
Electronic Media (i.e. CD's)	\$25.00
Faxes (per page)	\$ 2.00
International Faxes (per page)	\$ 6.00
Clearing Snow and Ice (Min. 1 hr)	\$ 75.00
Mowing (Min. 1 hr)	\$ 90.00
Route Vendor	\$ 100.00
Water/Sewer Hook-ups (each)	

2012 SCHEDULE OF FEES

Residential	\$	250.00
Commercial	\$	500.00
Well Permit Fee		
Non-Domestic - over 100 gpm		200 + Engineering Fee
Domestic - less than 100 gpm		
Pool		
Family Ticket	\$	95.00
Pre-Season Discount	\$	85.00
Individual Ticket	\$	55.00
Pre-Season Discount	\$	50.00
Daily Admissions - Over 12	\$	4.50
Ages 6-12	\$	3.50
Age 5 and below	\$	3.00
Swimming Lessons	\$	30.00
Swimming Parties	\$	75.00
Auditorium		
Rental	\$	225.00
State Registered	\$	100.00
Youth	\$	35.00
North Meeting Room	\$	75.00
State Registered	\$	45.00
Breakfast/Lunch Mtgs	\$	45.00
Damage Deposit	\$	150.00
With Sound System	\$	200.00
Walk-In Cooler (per day)		\$25
\$100 Deposit Required		
Library/Sr Center Mtg Rm	\$	25.00
Senior Center Rental	\$	150.00
Damage Deposit	\$	150.00
Fire Hall Rental	\$	150.00
Damage Deposit	\$	150.00

2012 SCHEDULE OF FEES

Activity Center

Family	\$	268.49
Adult Married Couple	\$	207.46
Single Adult	\$	152.55
Senior Married Couple	\$	99.72
Single Senior	\$	74.77

College

Year	\$	104.69
9-months	\$	86.66
Semester	\$	61.50
College Married Couple	\$	166.15
High School (Grades 9-12)	\$	88.39
Middle School (Grades 5-8)	\$	71.27
Elementary School (Grades K-4)	\$	55.00

Punch Card (10 visits)	\$	31.95
Punch Card (5 visits)	\$	21.30

CORPORATE RATES

Family

6 - 25 Members	\$	246.46
26+	\$	235.28

Adult Couple

6 - 25 Members	\$	192.22
26+	\$	186.63

Adult Single

6 - 25 Members	\$	141.18
26+	\$	132.79

Excavation Permit

Annual Fee	\$	25.00
	\$	250.00

Moving Permit

Primary Structure	\$	100.00
Accessory Structure	\$	50.00

Razing Permits

Residential & Commercial	\$	60.00
Accessory Structures (includes garages)	\$	20.00

2012 SCHEDULE OF FEES

Plan Review Fee (non-refundable)

1. Inspections outside of normal business hours; \$35 plus \$25/hour after first hour and expenses at actual cost
2. Reinspections fees assessed under the provisions of Sec. 305(g), \$35 plus \$25/hour after first hour and expenses at actual cost.
3. Inspections for which no fee is specifically indicated; \$35 plus \$25/hour after first hour and expenses at actual cost
4. Additional plan review required by changes, additions, or revisions to approve plans; \$35 plus \$25/hour after first hour and expenses at actual cost.
5. Inspections for Property Maintenance Code - \$35 plus \$25/hour after first hour and expenses at actual cost

Sidewalk

\$25 plus Bond

Property Maintenance Fees

Initial Code Complaint Inspection; \$35 plus \$25/ hour after first hour and expenses at actual cost

Final Inspection to Verify Compliance

\$ -

Failure to Meet 1st Notice Compliance Deadline

\$ 300.00

Failure to Meet 2nd Notice Compliance Deadline

\$ 300.00

Board of Appeal Hearing

\$ 200.00

Driveway/Apron Cons. Permit

\$ 35.00

Zoning Regulation

Amendment Text

\$ 100.00

Amendment District/Map

\$ 200.00

Variance Application (Board of Adjustment)

\$ 200.00

Conditional Use Application

Ag and Residential Dist.

\$ 200.00

All Other Districts

\$ 200.00

Subdivision

Preliminary Plat

\$250 + \$5 /lot

Final

\$150 + \$1.50/lot

Variance

\$ 150.00

Lot Split/Admin. Subdivision

\$ 175.00

Meter Testing

Residential

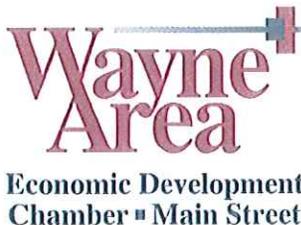
\$ 15.00

Non-Residential

\$ 25.00

2012 SCHEDULE OF FEES

Specially Req. Bldg Inspect.	\$	30.00	
Garbage Haulers			
Class A Permit	\$	400.00	
Class B Permit	\$	30.00	
Special Designated Liquor Permits			
(For Those without Catering License)	\$	40.00	
Plumber Permits			
New	\$	100.00	
Renewal	\$	50.00	
Electrician Permits			
New	\$	100.00	
Renewal	\$	50.00	
Pawnbroker Permit	\$	50.00	
ATV & Utility Vehicle Permit	\$	75.00	
ATV & Utility Vehicle Operator's Permit	\$	25.00	
Occupation Taxes:			
Telephone & Telecommunication		5%	
Fireworks	\$	100.00	\$ 250.00
Natural Gas Companies			
Residential		\$2.50 per month	
Commercial		\$5.00 per month	
Industrial		\$50.00 per month	
Utility Franchise Fees:			
Electric		8.50%	
Water		7.00%	
Sewer		7%	
Hotel		5%	
Alcoholic Liquors		2x License Fee	
Non-Profit Class C		\$150	



October 10, 2012

Marlen Chinn
City of Wayne Police Department
306 Pearl Street
Wayne, NE 68787

Dear Marlen,

Wayne Area Economic Development respectfully requests a parade permit for the annual Parade of Lights to be held on Thursday, November 29, 2012 in conjunction with other Christmas on Main downtown events. The planning group has proposed some changes to the traditional parade route. Early plans call for the parade to line up at 6:15 p.m. with the parade beginning at 6:30 p.m. and finishing around 7:00 p.m. We would like the entries to line up on West 6th Street, in the order of first come, first serve. The parade will proceed south on Main Street, disbursing at the corner of Fairground Ave. The committee also requests that parking not be allowed on Main Street from 1st Street to 4th Street from 6 p.m. until 7:30 p.m. to give guests on the sidewalk a better view of the parade and encourage pedestrian shoppers downtown. Participants will be reminded that candy or other items should not be thrown from the vehicle. A copy of our affidavit of insurance is attached.

We truly appreciate the support from the City of Wayne and especially the Police Department during the holiday events. Any control you may have over the weather for just cool enough temperatures for a picturesque dusting of snow would be welcome. Your cooperation and assistance helps turns these events into successful marketing tools for our community and shining memories for the families who live here.

We look forward to hearing from you. If you have any questions or concerns regarding the proposed changes in the parade, please contact me at the Economic Development office at 402-375-2240.

Sincerely,

A handwritten signature in blue ink that reads "Irene Fletcher".

Irene Fletcher
Assistant Director

RESOLUTION NO. 2012-80

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF ROADS REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

WHEREAS, the annual "Christmas on Main Parade of Lights" will be held on Main Street from West 6th Street south to Fairground Avenue on Thursday, November 29, 2012, from 6:00 p.m. to approximately 7:45 p.m. or immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, Wayne Area Economic Development, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour traffic and control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 16th day of October, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2012-81

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) TO CONDUCT A BLIGHT STUDY IN THE CITY OF WAYNE.

WHEREAS, the City of Wayne wishes to enter into an agreement for services with NNEDD to conduct a blight study for the purpose of determining eligibility of a defined area as blighted and substandard for the City of Wayne; and

WHEREAS, the City of Wayne agrees to compensate NNEDD a sum of not to exceed \$4,300.00 to complete the Scope of Work for said blight study.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into an Agreement for Services with NNEDD to conduct a blight study; 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 16th day of October, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT AGREEMENT FOR SERVICES

- A. Parties.** This Agreement is between City of Wayne and the Northeast Nebraska Economic Development District, (NENEDD).
- B. Purpose:** The purpose of this Agreement is to conduct a blight study for the purpose of determining eligibility of a defined area as blighted and substandard for the City of Wayne
- C. Terms and Conditions:**
 - C1. Scope of Work.** The scope of work is to determine if all or part of the designated Study Area shown in in attachment #1 as North Central has deteriorated and become blighted as defined in Nebraska Statue 18-2103.
 - C2. Compensation.** The City agrees to compensate NENEDD \$60 per hour plus mileage not to exceed \$4,300 in order to complete the Scope of Work. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred.
 - C3. Office space, equipment and supplies.** NENEDD will supply its own office space, equipment and supplies.
 - C4. Amendments and Termination.** This Agreement may be amended by mutual written agreement of the parties. This Agreement may be terminated with 30 days notice by either of the parties.
- D. Timeframe.** The initial date of this Agreement shall be the date both parties sign and complete execution of the contract. The termination date of this Agreement shall be when the Scope of Services is complete. This Agreement may be extended upon mutual agreement of the parties.
- E. Independent Contractor.** The parties intend that NENEDD will not be considered an employee of the City but will act as an independent contractor.

The following parties agree to the terms of this Agreement.

CITY OF WAYNE NEBRASKA

BY: _____

TITLE: Mayor _____

DATE: _____

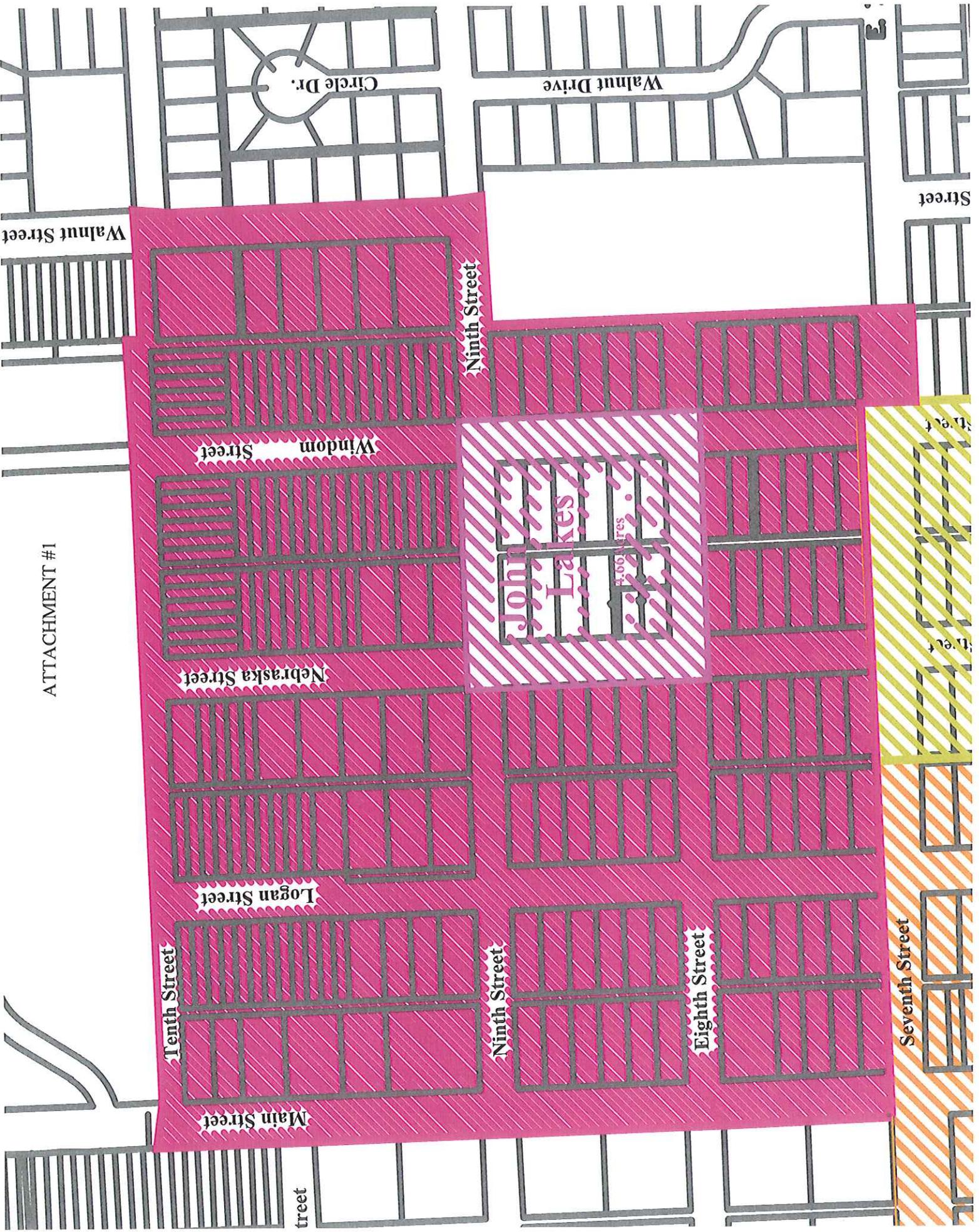
NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

BY: _____

TITLE: Executive Director _____

DATE: _____

ATTACHMENT #1



Main Street

Tenth Street

Logan Street

Nebraska Street

Wisdom Street

Ninth Street

John Lakes
4,666 Sq. Ft.

Eighth Street

Seventh Street

Street

Street

Street

treet

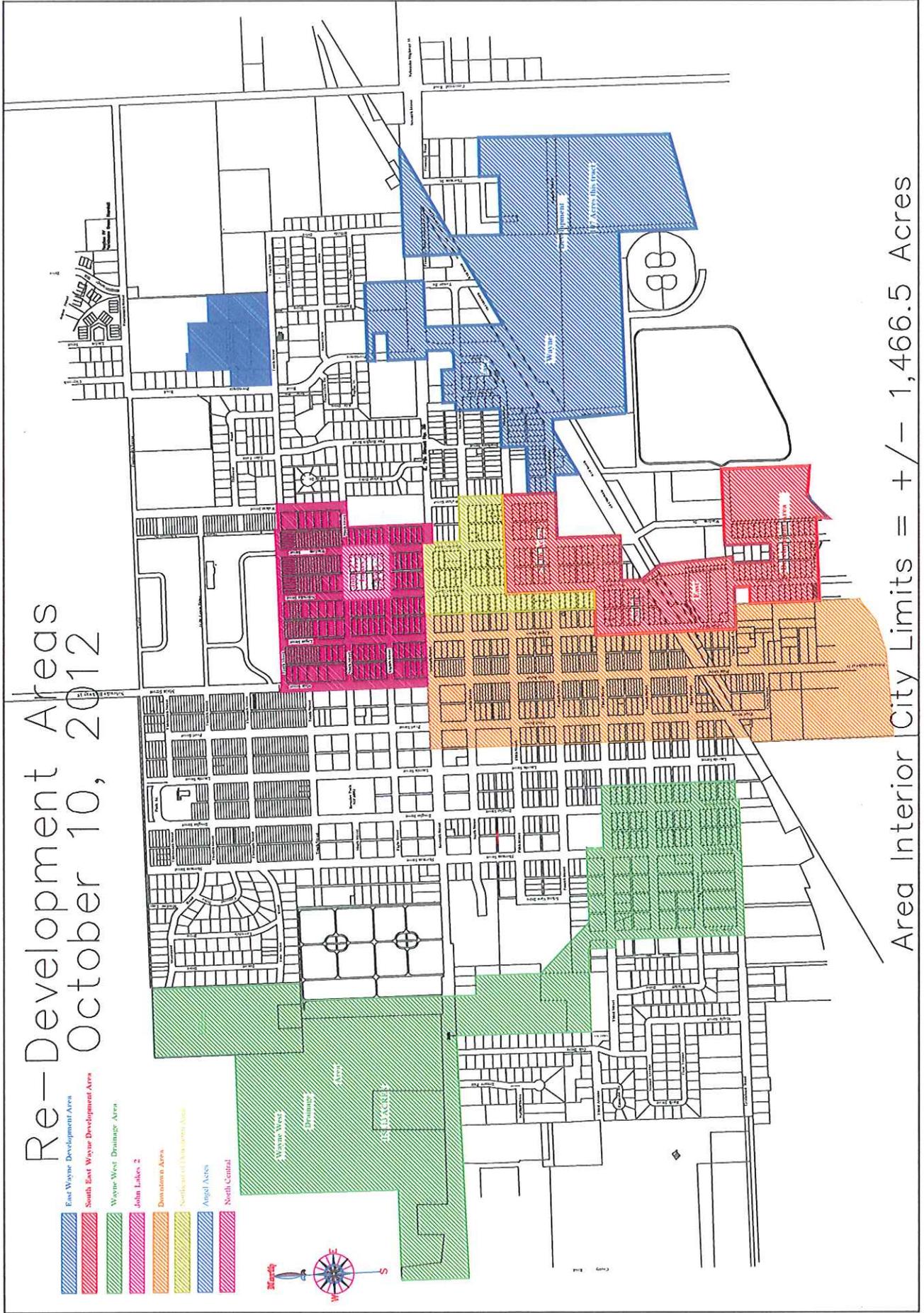
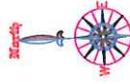
Walnut Street

Circle Dr.

Walnut Drive

Re-Development Areas October 10, 2012

- East Wayne Development Area
- South East Wayne Development Area
- Wayne West Drainage Area
- John Lakes 2
- Downtown Area
- Northwest Drainage Area
- Angel Acres
- North Central



Area Interior City Limits = +/- 1,466.5 Acres

ORDINANCE NO. 2012-58

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-12 STOP SIGN LOCATIONS; EAST OF MAIN STREET, SOUTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article I, Section 78-12 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-12. Stop sign locations; west of Main Street, north of Seventh Street.

(a) Stop signs are established at the following locations in the city:

1. East 7th Street at the south approach of Logan Street.
2. East 7th Street at the south approach of Nebraska Street.
3. East 7th Street at the south approach of Windom Street.
4. East 7th Street at the south approach of Walnut Street.
5. East 7th Street at the south approach of Dearborn Street.
6. East 7th Street at the south approach of Valley Drive.
7. East 7th Street at the south approach of Tomar Drive.
8. East 7th Street at the south approach of Thorman Street.
9. East 4th Street at the north and south approaches of Nebraska Street.
10. East 4th Street at the north and south approaches of Windom Street.
11. East 4th Street at the north approach of Walnut Street.
12. East 4th Street at the north approach of Dearborn Street.
13. Fairground Avenue at the north approach of South Logan Street.
14. Main Street at the east approach of 6th Street.
15. Main Street at the east approach of 5th Street.
16. Main Street at the east approach of 4th Street.
17. South Main Street at the east approach of Fairground Avenue.
18. Logan Street at the east and west approaches of East 6th Street.
19. Logan Street at the east and west approaches of East 5th Street.
20. Logan Street at the east and west approaches of East 4th Street.
21. Logan Street at the east and west approaches of East 3rd Street.
22. Logan Street at the east and west approaches of East 2nd Street.
23. Windom Street at the east and west approaches of East 5th Street.
24. Dearborn Street at the east and west approaches of East 6th Street.
25. Dearborn Street at the east and west approaches of East 5th Street.
- 26. Tomar Drive at the East approach of East 6th Street.**

- (b) Except where directed to proceed by a police officer or traffic control signal, every driver of a vehicle approaching an intersection where a stop is indicated by a stop sign shall stop, which, for the purpose of this section, shall be a completed cessation of movement, at a clearly marked stop line, but if there is no such line, before entering the crosswalk on the near side of the intersection, or, if no crosswalk is indicated, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic from the intersecting roadway before entering the intersection. After having stopped, such driver shall yield the right-of-way to any vehicle which has entered the intersection from another street or which is approaching so closely on such street as to constitute an immediate hazard if such driver moved across or into such intersection.
- (c) It shall be unlawful for any person to violate the provisions of this section.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 3. This Ordinance shall be in full force and effect after the passage, approval, and publication or posting as provided by law.

PASSED AND APPROVED this _____ day of _____, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 3

Date of Issuance: October 16, 2012

Project No. 009-0821

Project: Benscoter Addition - Phase 1 Utility

Contractor: Benscoter Plumbing and Construction

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Benscoter Plumbing and Construction

Value of Work Completed: \$113,453.77

Original Contract Cost:	\$98,332.26
Approved Change Orders:	
No. 1	\$34,489.33
No.	\$0.00
Total Contract Cost:	\$132,821.59

Value of completed work	\$113,453.77
Less retained percentage (10 %)	\$11,345.38
Net amount due including this estimate	\$102,108.39

Less: Estimates previously approved:

No. 1	\$36,370.69	No. 6	\$0.00
No. 2	\$43,224.02	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: \$79,594.71

NET AMOUNT DUE THIS ESTIMATE: \$22,513.68

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: Benscoter Plumbing and Construction
Project File

OLSSON ASSOCIATES

By _____

No.	Description	Unit	Plan Quantity	Unit Price \$	Contract Price \$	Quantities Completed	Stored Materials	Total Amount Completed	90% Due Contractor	10% Retainage	Amt. Paid Prev. Est.	Total Due This Est.
Bid Section "B" - Utility Improvements												
1	MOBILIZATION	LS	1	\$4,000.00	\$4,000.00	1		\$4,000.00	\$3,600.00	\$400.00	\$3,600.00	\$0.00
2	REMOVE & REPLACE CONCRETE PAVEMENT	SY	13	\$20.00	\$260.00	13		\$260.00	\$234.00	\$26.00	\$234.00	\$0.00
3	8" PVC SANITARY SEWER, SDR 26	LF	2219	\$15.00	\$33,285.00	2219		\$33,285.00	\$29,956.50	\$3,328.50	\$29,956.50	\$0.00
3A	8" PVC SANITARY SEWER, SDR 26 (COST ADJ)	LF	2219	\$7.45	\$16,531.55	2219		\$16,531.55	\$14,878.40	\$1,653.16	\$14,878.40	\$0.00
4	6" PVC SANITARY SERVICE, SDR 26	LF	139	\$10.00	\$1,390.00	139		\$1,390.00	\$1,251.00	\$139.00	\$1,251.00	\$0.00
5	4" PVC SANITARY SERVICE, SDR 26	LF	820	\$4.00	\$3,280.00	820		\$3,280.00	\$2,952.00	\$328.00	\$2,952.00	\$0.00
6	4" DIAMETER SANITARY SEWER MANHOLE >6' DEEP	EA	8	\$900.00	\$7,200.00	8		\$7,200.00	\$6,480.00	\$720.00	\$6,480.00	\$0.00
7	ADDITIONAL MANHOLE DEPTH	VF	20.63	\$100.00	\$2,063.00	20.63		\$2,063.00	\$1,856.70	\$206.30	\$1,856.70	\$0.00
8	SANITARY SEWER DROP	VF	13.84	\$6.00	\$83.04	13.84		\$83.04	\$74.74	\$8.30	\$74.74	\$0.00
9	24" RCP ARCH STORM SEWER	LF	254	\$40.00	\$10,160.00	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	18" RCP STORM SEWER	LF	143	\$15.00	\$2,145.00	141		\$2,115.00	\$1,903.50	\$211.50	\$0.00	\$1,903.50
11	15" RCP STORM SEWER	LF	612	\$12.00	\$7,344.00	524		\$6,288.00	\$5,659.20	\$628.80	\$0.00	\$5,659.20
12	4" DIAMETER STORM SEWER MANHOLE	EA	1	\$500.00	\$500.00	1		\$500.00	\$450.00	\$50.00	\$0.00	\$450.00
13	STORM SEWER JUNCTION BOX	EA	1	\$700.00	\$700.00	1		\$700.00	\$630.00	\$70.00	\$0.00	\$630.00
14	STORM SEWER CURB INLET	EA	13	\$250.00	\$3,250.00	10		\$2,500.00	\$2,250.00	\$250.00	\$0.00	\$2,250.00
15	RIPRAP	TN	30	\$15.00	\$450.00	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	8" PVC WATER C900	LF	2091	\$10.00	\$20,910.00	1830	12900.8	\$19,910.29	\$17,919.26	\$1,991.03	\$11,610.72	\$6,308.54
17	8" GATE VALVE W/ BOX	EA	3	\$960.00	\$2,880.00	3	1814.2	\$2,580.00	\$2,322.00	\$258.00	\$1,632.78	\$689.22
18	FIRE HYDRANT ASSEMBLY	EA	6	\$2,400.00	\$14,400.00	3	4795.78	\$9,597.89	\$8,638.10	\$959.79	\$4,316.20	\$4,321.90
19	WET CUT-IN	EA	1	\$1,000.00	\$1,000.00	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	8"x8" D.I. TEE, M.J.	EA	1	\$160.00	\$160.00	1	148	\$160.00	\$144.00	\$16.00	\$133.20	\$10.80
21	8"x6" D.I. TEE, M.J.	EA	3	\$160.00	\$480.00	3	372	\$480.00	\$432.00	\$48.00	\$334.80	\$97.20
22	6"x6" D.I. TEE, M.J.	EA	1	\$120.00	\$120.00	0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	8" D.I. PLUG, M.J.	EA	1	\$100.00	\$100.00	1	58	\$100.00	\$90.00	\$10.00	\$52.20	\$37.80
24	8" 90° D.I. BEND, M.J.	EA	1	\$100.00	\$100.00	1	100.4	\$100.00	\$99.00	\$1.00	\$90.36	\$8.64
25	8" 22.5° D.I. BEND, M.J.	EA	2	\$100.00	\$200.00	2	156.8	\$200.00	\$180.00	\$20.00	\$141.12	\$38.88
26	8"x6" D.I. REDUCER, M.J.	EA	1	\$120.00	\$120.00	1		\$120.00	\$108.00	\$12.00	\$0.00	\$108.00
TOTAL Bid Section "B"						1	\$20,345.98	\$13,453.77	\$102,108.39	\$11,345.38	\$79,594.71	\$22,513.68