

**AGENDA
CITY COUNCIL MEETING
June 4, 2013**

1. [Approval of Minutes – May 21, 2013](#)

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.

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. [Accepting Resignation of Councilmember Dale Alexander – Ward 2](#)**
- 4. [Action on Declaring a Notice of Vacancy in Ward 2 and Authorizing City Clerk to Publish Notice](#)**
- 5. [Report on Activities from the Wayne State College Rugby Club](#)**

Background: WSC Rugby is organized as a WSC student club under the WSC Student Senate. The City of Wayne is the owner of the land the Rugby fields are on, and we have an Interlocal Agreement with the Nebraska State College Board that allows the WSC Rugby Club to use and maintain the fields at no cost to the City.

The WSC clubs have become very competitive and nationally known, and the members would like to give a quick update and thanks for working with them.

- 6. [Action on Northeast Nebraska Public Power District’s Invitation to Join a Regional “Request for Proposal” to Solicit Alternative Power Sources as part of our due diligence in considering the new 25 Year Nebraska Public Power District Contract — Mark Shults, NNPPD](#)**

Background: The City of Wayne is 11 years into a 20-year “Total Requirements Contract” contract with NPPD for the purchase of wholesale electric power. NPPD has a need to finance major power plant upgrades and has told all 160 wholesale customers they want us to replace our current contracts with new 25-year contracts. At current prices and usage levels, the total present value of that 25-year contract for Wayne is about \$120 million. Northeast Nebraska Public Power District and several cities in northeast Nebraska who are customers of NPPD have been preparing to conduct the “due diligence” required before we would sign any agreement of that magnitude.

As part of their “due diligence”, Northeast has retained a professional rate contract negotiator to prepare a “Request for Proposals” in the open market to solicit proposals from other entities to compare with the NPPD contract. They have invited Wayne and other area towns to join them in one RFP. Northeast believes this will present a larger entity for market interest and bargaining and will save

costs to all ratepayers by doing it jointly. At this point, Northeast is willing to cover the initial costs until there are concrete proposals to consider.

Recommendation: The recommendation of Lowell Johnson, City Administrator, and Gene Hansen, Supt. of Electric Production, is to join with Northeast and the other towns in a regional RFP.

7. Recess

- a. Convene as Community Development Agency
- b. Approve Minutes – May 21, 2013
- c. Motion to Reconsider the Adoption of CDA Res. 2013-8 Recommending Approval of a Redevelopment Contract (Western Ridge, a Partnership)

Background: This item would be a reconsideration of the decision at the last Council meeting to not approve a TIF agreement with Picks and Meyers, the owners of property being developed for commercial and residential use in Western Ridge. The property owners were not notified of the agenda item on last meeting's schedule and have asked to have additional discussion of the TIF proposal. Attached is a map of Western Ridge 3 showing the owners' long-range plan for subdivision and development.

- d. Action to Adopt CDA Res. 2013-8 Recommending Approval of a Redevelopment Contract (Western Ridge, a Partnership)
 - e. Adjourn CDA and Reconvene as Council
- 8. Resolution 2013-47: Approving a Redevelopment Plan/Contract with Western Ridge, a Partnership
 - 9. Ordinance 2013-29: Amending Sec. 90-710 Parking Regulations (Second Reading)
 - 10. Ordinance 2013-31: Amending Wayne Municipal Code Section 78-13 Stop Sign Locations; West of Main Street, South of 7th Street (Nathan Drive) (Second Reading)
 - 11. Ordinance 2013-32: Amending Wayne Municipal Code Section 1-2 Definitions and Rules of Construction (Second Reading)
 - 12. Resolution 2013-50: Approving Plans and Specifications for the "Chief's Way Sanitary Sewer and Water Extension Project" and Authorizing Staff to Advertise for Bids

Background: This project was authorized by the City Council to provide sanitary sewer service in this area that is outside the city limits. The sewer system in Kardell Industrial Park was designed to be extended south across Highway 35 to serve this area in the future if it was annexed. When the John Deere dealership was sold recently, the buyers' lender required a sanitary sewer to replace the septic system and asked for a commitment from the City of Wayne to extend service to the

dealership property. The City Council made this commitment, and this design is the next step required to install sanitary sewer to the property. Since no sanitary sewer district could be formed, the Wayne city sewer utility is constructing this sewer extension, using city sewer funds and will recover the cost of this project over time through future hook-up fees equivalent to what the frontage assessment would have been if a district could have been created.

The John Deere dealership has agreed to pay a sewer hook-up fee which is the equivalent of what the assessment would have been and will be billed double monthly sewer fees. The dealership is not currently served by the city water system.

13. [Resolution 2013-51: Accepting Bid and Awarding Contract on the “Milo Drive Paving Improvement Project”](#)

Background: This project was requested by the owners of the land being subdivided and developed along Highway 35 across from Pac N Save. The landowners completed a purchase agreement with Tipton Holdings last January to sell two lots in this new subdivision to build a commercial building for lease. Tipton Holdings wanted only a driveway from the highway into the commercial lot. The landowners wanted to subdivide and dedicate a public street from the highway past the Tipton Holding’s lot to additional lots behind the Tipton Holding lot and asked for the City to create a paving district to construct the street called Milo Drive. The Council created the paving district for Milo Drive, and retained an engineer to design the project. The design was approved by Council action and bid out for construction this summer.

Recommendation: Construction bids for Milo Drive are due at 1:30 p.m. next Tuesday afternoon, so there is no recommendation at this time. The project engineer will have a recommendation for a bid to accept at the 5:30 meeting Tuesday.

Legal Point: Because the City Council created the Milo Drive paving district and the landowners did not object to the district creation in writing within 30 days of the Council action, the City of Wayne is legally in full control of the construction of the street. However, staff recommendation is to counsel with the landowners who have applied for TIF funding to pay half the cost of paving Milo Drive before making a decision to proceed with the paving project and assessing it to the abutting lots. We will know by the Tuesday meeting if the engineering costs to date for the sewer, water and paving districts will be the cost of the City if the project isn’t built and no assessable improvements are made to the lots.

14. [Resolution 2013-52: Accepting Bid and Awarding Contract on the “Alley between Main Street and Pearl Street, South of 1st Street Project”](#)

Background: No bids were received.

15. [Resolution 2013-53: Approving Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and Wayne State College](#)

Recommendation: The recommendation of Marlen Chinn, Chief of Police, is to renew the attached agreement with Wayne State College.

16. Resolution 2013-54: Agreeing to Comply with Section 504 of the Rehabilitation Act and Designating Building Inspector to Manage the Process

Background: Section 504 of the Rehabilitation Act of 1973 made it illegal for the Federal Government, federal contractors, and any entity receiving federal financial assistance to discriminate on the basis of disability. Section 504 obligates local governments to ensure that persons with disabilities have equal access to any programs, services, or activities receiving Federal financial assistance. This Resolution has been provided by NDOR and stipulates that the City understands their obligation to not discriminate, and designates the Building Inspector as being responsible for managing the process on behalf of the City.

Recommendation: It is the recommendation of Lowell Johnson, City Administrator, and Joel Hansen, Certified Street Superintendent, that the Council pass the Resolution provided by NDOR.

17. Resolution 2013-55: Giving Assurance the City will Comply with Section 504 of the Rehabilitation Act by Approving the ADA Transition Plan Update and the Procedures Manual for Title II

Background: This Resolution is required by NDOR and must be submitted by the end of 2013. At this time, we are also updating our Transition Plan for ADA compliance as requested by NDOR as justification for removing the sidewalks from the Windom Street project. The Procedures Manual is the process through which the City will ensure persons with disabilities are not discriminated against. It was mirrored after the City of Blair and has been approved in content by NDOR as meeting their requirements. It will pertain to all City programs and facilities, including our transportation programs.

Recommendation: It is the recommendation of Lowell Johnson, City Administrator, and Joel Hansen, Building Inspector, to approve the Resolution assuring ADA compliance with Section 504 and adopting the 2013 update to the Transition Plan and the Procedures Manual for Title II.

18. Resolution 2013-56: Adopting Rain Sensor Rebate Program

Background: The sole purpose for this is to avoid over watering of lawns by operating automatic sprinkler systems when it is raining or following a significant rain. This was a topic of discussion the Councilmembers wanted to pursue as part of the Wellhead Protection Area Plan for long-range protection of the groundwater aquifers. The proposal is to initiate a trial demonstration project to encourage property owners with automatic lawn watering systems to install a rain sensor to override the watering cycle to delay watering after a pre-set amount of rainfall.

Recommendation: This proposal is already used by Hastings and recommendation of Garry Poutre, Supt. of Public Works and Utilities, is to approve a trial period for private installation of up to 20 sensors with a \$75 rebate per property from City water utility funds.

19. Action to Authorize Staff to Negotiate the Purchase of the East 40' of McDonald's property for the purpose of relocating the trail crossing and Request the Nebraska Department of Roads to Conduct a Traffic Study to Determine the Appropriate Speed Limit for the Area

Background: The City has been approached by a potential buyer of the property east of McDonald's who wishes to utilize the old railroad right-of-way through a lease agreement. He would like to construct a driveway off of Highway 35 across from Hillside Drive where the current trail crossing is located. He has also asked if we would consider relocating the trail as shown in the attachment.

Recommendation: The recommendation of Lowell Johnson, City Administrator is that staff be authorized to negotiate the purchase of the east 40' of McDonald's property for the purpose of relocating the trail crossing and request NDOR to conduct a traffic study to determine the appropriate speed limit for the area.

20. Action on Pay Application No. 1 in the amount of \$63,243.89 for the 10th Street, Main to Windom Improvement Project

21. Action to Authorize Staff to Bring Forward Proposals for a new Sound System for the Council Chambers

Background: Brian Kesting will be at the meeting to discuss the Mayor and Council's intent for an upgrade or replacement of the current system.

22. Discussion of Options to Record Council Meetings for Later Distribution on Community Access Channel

Background: Brian Kesting will solicit the intent of the Mayor and Council for video and audio recording Council meetings for later distribution on the Cable Access Channel.

23. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

May 21, 2013

The Wayne City Council met in regular session at City Hall on Tuesday, May 21, 2013, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Dale Alexander, Nick Muir, Jennifer Sievers and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and Finance Director Nancy Braden. Absent: Councilmember Kaki Ley and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 9, 2013, 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 Brodersen made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meetings of both May 7 and May 14, 2013, 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, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

CORRECTIONS TO CLAIMS LIST OF APRIL 11, 2013, AND APRIL 16, 2013:

Delete (4/11/13) Echo Group – Light Bulbs \$66.81 and add (4/16/13) WTG Midwest – UV Ballast/lamps/sleeves \$3,490.00

VARIOUS FUNDS: AMAZON.COM, SU, 545.42; AMERITAS, SE, 1891.96; APPEARA, SE, 86.79; ASQ PROMOTIONAL PRODUCTS, SU, 396.16; BANK FIRST, SE, 135.00; BARONE SECURITY SYSTEMS, SE, 716.04; CITY EMPLOYEE, RE, 91.81; BROWN SUPPLY, SU, 55.69; CARHART LUMBER COMPANY, SU, 899.81; CITY OF WAYNE, RE, 450.00; CITY OF WAYNE, RE, 100.00; CITY OF

WAYNE, RE, 20.00; CITY OF WAYNE, PY, 59503.74; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 4031.19; CITY OF WAYNE, RE, 20.00; COMMUNITY DEVELOPMENT, RE, 112000.00; COMMUNITY HEALTH, SE, 4.00; DAKOTA BUSINESS SYSTEMS, SE, 104.50; DE LAGE LANDEN FINANCIAL, SE, 394.00; DUTTON-LAINSON, SU, 522.00; ECHO GROUP, SU, 99.43; EMPLOYERS MUTUAL CASUALTY, SE, 1911.00; FASTENAL, SU, 10.39; FLOOR MAINTENANCE, SU, 21.15; GROSSENBURG IMPLEMENT, SU, 5.36; CITY EMPLOYEE, RE, 2578.48; ICMA, SE, 6375.37; IRS, TX, 21814.73; JEFF MEYER, RE, 500.00; JOHNNY P LEMPKE, SE, 73.00; CITY EMPLOYEE, RE, 799.63; KRIS HINNERICHS, RE, 17.03; KTCH, SE, 80.00; LYNN PEAVEY, SU, 196.88; MAIN STREET AUTO CARE, SE, 90.00; CITY EMPLOYEE, RE, 418.62; NNEDD, SE, 75.00; NE DEPT OF REVENUE, TX, 3037.82; NE DEPT OF ROADS, SE, 2500.00; NHHS, FE, 185.00; OVERHEAD DOOR COMPANY, SE, 768.25; CITY EMPLOYEE, RE, 629.48; CITY EMPLOYEE, RE, 107.90; PROVIDENCE MEDICAL CENTER, SE, 560.00; RAMADA INN – KEARNEY, SE, 79.00; REBECCA LEONARD, RE, 109.80; SEVERN TRENT, SE, 1798.24; SPARKLING KLEAN, SE, 1481.73; CITY EMPLOYEE, RE, 188.79; WAYNE AUTO PARTS, SU, 235.26; WAYNE COUNTY COURT, RE, 300.00; WAYNE STATER, SE, 66.00; WAPA, SE, 30974.84; AMERICAN LEGAL, SE, 4335.00; APPEARA, SE, 53.89; BIG T ENTERPRISES, SU, 608.75; BOMGAARS, SU, 651.54; BSN SPORTS, SU, 1202.84; CENTURYLINK, SE, 310.93; CITY OF WAYNE, RE, 522.59; CLAUSSEN & SONS IRRIG., SE, 409.31; DE LAGE LANDEN FINANCIAL, TX, 240.01; DUTTON-LAINSON, SU, 46.86; ECHO GROUP, SU, 738.28; ED. M FELD EQUIPMENT, SU, 226.00; ELLIS PLUMBING & HEATING, SE, 123.00; EMERITUS, RE, 160.00; FASTENAL, SU, 245.80; FLOOR MAINTENANCE, SU, 270.64; FREDRICKSON TYRFIL, SU, 116.10; CITY EMPLOYEE, RE, 44.88; HUBER TECHNOLOGY, SE, 2200.00; JACK'S UNIFORMS, SU, 175.20; KARA WOehler, RE, 72.30; KIRKHAM MICHAEL, SE, 5520.00; KRIZ-DAVIS, SU, 112.20; ALLAN WITTIG, RE, 50.00; NNEDD, SE, 1658.81; NAPA OF WAYNE, SU, 14.43; NE AIR FILTER, SU, 94.70; NE DEPT OF ENVIRONMENTAL, SE, 201268.37; NE PUBLIC HEALTH, SU, 1036.00; NE SAFETY COUNCIL, SE, 8.98; NPPD, SE, 256331.72; OLSSON ASSOCIATES, SE, 18573.42; PIEPER & MILLER, SE, 11613.21; PITNEY BOWES, SU, 648.00; PRESTO X, SE, 144.63; SD MEYERS, SE, 2508.00; STADIUM SPORTING GOODS, SU, 48.00; THE DIAMOND CENTER, SE, 110.00; VERIZON, SE, 232.94; VOSS LIGHTING, SU, 849.13; WESCO, SU, 222.16; WESTERN OFFICE TECHNOLOGIES, SE, 65.00; ZEE MEDICAL SERVICE, SU, 49.79

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

A claim was received from Dick Soden in the amount of \$7,073.02 regarding sewer problems at 700 Pine Heights Road. The claim is for part of the work done to replace and reroute the residential sewer service line that Mr. Soden believes was damaged during the construction of the 7th Street project in 1997 when the Nebraska Department of Roads widened Highway 35 through Wayne.

The claim was submitted to the City's insurance, EMC, for review, and they have determined that the City has no liability in this matter and are declining to pay anything on the claim.

Councilmember Haase made a motion, which was seconded by Councilmember Giese, to deny the claim filed by Dick Soden in the amount of \$7,073.02 regarding sewer problems on 700 Pine Heights Road. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent and Councilmember Greve who voted Nay, 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.

Pat Pope, CEO of Nebraska Public Power District, was present to update the Council on contract negotiations, rates, etc. Larry Arens, Account Manager of NPPD, was also present.

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-710 Parking Regulations.

City code requires off-street parking for various structures and uses. In the past, City staff has allowed the terrace area to be utilized to meet these requirements. However, the code, as currently written, requires those spaces to be provided on the lot. Different sections of the City code define streets differently. This amendment will allow the terrace to be used to provide required parking, limit corner lots to only use one terrace for parking rather than both, and exempt non-residential uses in the downtown area from the parking requirements.

The Planning Commission reviewed this amendment at their public hearing on May 6, 2013, and forwarded a recommendation to approve and allow the terrace to be used for required parking, place restrictions on terrace parking on corner lots after May 1, 2013, and to exempt non-residential uses from the off-street parking and loading requirements in the B-2 District, subject to the following "Findings of Fact":

1. Staff recommendation; and
2. Consistency with the Comprehensive Plan and the current and future land use maps.

Joel Hansen, Zoning Administrator, was present to answer questions.

City Clerk McGuire had not received any comments, for or against, this public hearing.

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

Councilmember Brodersen introduced Ordinance 2013-29, and moved for approval thereof; Councilmember Giese seconded.

ORDINANCE NO. 2013-29

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, SECTION 90-710 PARKING REGULATIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

The following ordinance would amend Section 1-2 Definitions and Rules of Construction as follows:

(a) Such construction would be inconsistent with the manifest intent of the council; **OR**

(b) ANY OF THE FOLLOWING IS DEFINED IN A SUBSEQUENT DEFINITION SECTION. IF A TERM IS DEFINED IN A SUBSEQUENT CHAPTER OR SECTION, SUCH SUBSEQUENT DEFINITION SHALL BE APPLIED THROUGHOUT SAID CHAPTER OR SECTION.

Street. The term "street" shall embrace streets, avenues, boulevards, roads, alleys, lanes, viaducts and all other public streets and ways in the city and shall embrace all parts constituting the designated right-of-way, unless otherwise ~~stated~~ **DEFINED IN A SUBSEQUENT CHAPTER OR SECTION.**

Councilmember Giese introduced Ordinance 2013-32, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2013-32

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 1, SECTION 1-2 DEFINITIONS AND RULES OF CONSTRUCTION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Mayor Chamberlain declared the time was at hand for the public hearing on the Application for Community Development Block Grant Funds to conduct a needs assessment/comprehensive revitalization strategy for targeted areas of the City.

This grant project is similar to the downtown revitalization project that the City completed a few years ago that resulted in improvements to downtown businesses, ADA access and sidewalks on the side street.

The Comprehensive Investment & Stabilization (CIS) Category is to provide flexible investments in Nebraska communities that will contribute to the stabilization, revitalization, or redevelopment of housing and infrastructure. The grants are for municipalities with a population of less than 20,000 and 5,000 or greater. If awarded, the project will be carried out in two phases. First a pre-development phase which will result in the completion of a well defined multi-year Comprehensive Investment & Stabilization pre-development study. The maximum is a \$10,000 grant with a 25% match. The pre-development phase addresses neighborhoods or community-wide initiatives principally benefiting low-and moderate income persons.

Alyssa Silhacek, Community Planner with Northeast Nebraska Economic Development District, was present to answer questions.

This grant will be for \$10,000, of which \$9,000 will be used to conduct the needs assessment and \$1,000 will be used for general administration. The city will provide \$3,000 in matching funds.

City Clerk McGuire had not received any comments, for or against, this public hearing.

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

Councilmember Sievers introduced Resolution No. 2013-46 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2013-46

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

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 Sievers, 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, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Cale Giese, Rod Greve, Dale Alexander, Ken Chamberlain, Nick Muir, Jennifer Sievers, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and Finance Director Nancy Braden. Absent: Member Kaki Ley 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.

Member Giese made a motion, which was seconded by Member Chamberlain, to approve the minutes of the May 7, 2013, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Ley who was absent, the Chair declared the motion carried.

Chair Haase stated the next item on the agenda was to approve the following

CDA claims:

State National Bank (10th & Main Property) - \$47,133.50
State National Bank (Cashier check fee) - \$5.00
Pieper & Miller Trust (10th Street Property) - \$64,845.10

Member Giese made a motion, which was seconded by Member Sievers, to approve the CDA Claims. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Ley who was absent, the Chair declared the motion carried.

Chair Haase stated the following CDA Resolution would recommend approval of a Redevelopment Plan/Contract for Western Ridge, a Partnership. The property affected would be all of the lots in Western Ridge Third Addition.

Administrator Johnson stated this involves the Tax Increment Financing Agreement regarding Western Ridge, LLC. The owners of the property (not Tipton Holdings) have submitted this request. The proposal is for \$97,000 in tax incentives to help pay for street, sewer and water costs that will be incurred by extending those services or improvements to the site.

Matt Ley, representing the Wayne Main Street/Revitalize Wayne Group, opposed the passage of this resolution.

This is giving an incentive to a business that is already here and helping it to move out of the downtown area.

Finance Director Braden stated that the owner, Steve Meyer, told her he did not want any assessments against the lot which is why he came forward to request the tax increment financing.

Member Sievers made a motion to table action on CD Resolution 2013-8 recommending approval of a Redevelopment Contract (Western Ridge, a Partnership), until the next regular meeting (June 4th). Said motion died for lack of a second.

Member Muir made a motion to not consider the adoption of CDA Resolution 2013-8 recommending approval of a Redevelopment Contract (Western Ridge, a Partnership). Member Chamberlain seconded the motion. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Sievers who voted Nay and Member Ley who was absent, the Chair declared the motion carried.

The next item on the agenda was to re-price Lots 41 through 46, Western Ridge Subdivision. These are the lots that were combined in the Bressler Court cul-de-sac.

Member Giese made a motion, which was seconded by Member Sievers to set the price for Lots 41 through 46 (which are the combined lots in the Bressler Court cul-de-sac) in the Western Ridge Subdivision at \$15,000 each. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Ley who was absent, the Chair declared the motion carried.

The next item on the agenda was to amend the Western Ridge Planned Unit Development Guidelines.

Finance Director Braden advised the Council that since Phase III of the Western Ridge Subdivision has been paved, we need to amend the building requirements to include Phase III therein. In addition, she requested certain items in the guidelines be stricken since they are no longer in effect.

Member Chamberlain made a motion, which was seconded by Member Giese, to amend the Western Ridge Planned Unit Development Guidelines as presented. Chair

Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Ley who was absent, the Chair declared the motion carried.

Member Giese made a motion, which was seconded by Member Alexander, 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, with the exception of Member Ley who was absent, the Chair declared the motion carried.

The Mayor stated that it was now past 5:30 p.m., at which time a public hearing was to be held to obtain public comment prior to the consideration of a Resolution approving a redevelopment plan amendment for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act") — All Lots in Western Ridge Third Addition to the City of Wayne, Wayne County, Nebraska. The Clerk reported that notice of the public hearing had been published in the Wayne Herald on May 2 and 9, 2013, and that notice of the public hearing had been mailed by United States Certified Mail, return receipt requested, sufficient postage affixed, to all parties required by Section 18-2115 of the Act. The Mayor opened the public hearing and invited all interested persons to be heard.

The following appeared in person or by agent or attorney and were heard: None.

All persons desiring to be heard having been heard, the Mayor closed the public hearing.

Resolution No. 2013-47 died for lack of a motion.

Discussion took place again on Resolution 2013-32 – Amending Housing Construction Loan Incentives for Builders. The same was tabled from the last meeting.

Kelby Herman was present to review the “HERS” rating and provided comparisons or examples of electric heat vs. gas heat, etc. After discussion, he recommended putting together a committee to review the loan incentives and then bringing the same back for Council approval at a later date.

Mayor Chamberlain advised the Council he would put together a subcommittee to start the review process of this document.

Councilmember Giese made a motion, which was seconded by Councilmember Haase to table action on Resolution 2013-32 amending housing construction loan incentives for builders until approved by a committee, which will be named at a later date. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Joel Hansen, Building Inspector, stated two bids were received for the demolition of 111 Fairgrounds Avenue. Up until the time the contractor moves in to start the work, the owner still can remove this building as approved by the District Court at his own cost. The costs to us to demolish will be billed to the property owner. The bids received were from: Milo Meyer Construction - \$9,880 and Robert Woehler & Sons Construction - \$14,499. Recommendation is to award the contract to the low bidder – Milo Meyer Construction for \$9,880.

Mr. Hansen updated the Council on this matter. The property owner has begun to remove some of the debris without a razing permit.

Councilmember Giese introduced Resolution No. 2013-43 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2013-43

A RESOLUTION ACCEPTING BID OF MILO MEYER CONSTRUCTION FOR \$9,880 FOR THE DEMOLITION AND REMOVAL OF THE STRUCTURE LOCATED AT 111 FAIRGROUNDS AVENUE.

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

Garry Poutre, Supt. of Public Works & Utilities, advised the Council that he received bids for three mowers. A total of \$15,000 has been budgeted to purchase a new mower for the Water and Sewer Departments. His recommendation was to purchase the John Deere mower from Grossenburg Implement for \$10,575. This bid is about \$300 higher than the lowest bid, but being able to get parts and assistance locally will more than cover the additional cost while the City owns the machine.

Councilmember Alexander introduced Resolution No. 2013-48 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2013-48

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A MOWER FOR THE WATER/SEWER DEPARTMENT – JOHN DEERE FROM GROSSENBURG IMPLEMENT FOR \$10,575.

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

The following Resolution would approve the short form of agreement between the City and Advanced Consulting Engineering Services for the design and construction phase services for the intersection and turning lanes at 10th & Main Street for \$18,250.

Councilmember Sievers introduced Resolution No. 2013-49 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2013-49

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING THE SHORT FORM OF AGREEMENT BETWEEN THE CITY OF WAYNE AND ADVANCED CONSULTING ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE INTERSECTION & TURNING LANES AT 10TH AND MAIN STREET.

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

Discussion continued on Ordinance 2013-28 regarding Poultry.

Attorney Miller stated she had not received any comments or recommendations to amend the draft ordinance created by their office.

Councilmember Alexander made a motion to not approve Ordinance 2013-28 – Amending Wayne Municipal Code by Adding Article V – Poultry; Councilmember Sievers seconded. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Giese, Muir and Brodersen who voted Nay, and Councilmember Ley who was absent, the Mayor declared the motion carried.

Administrator Johnson stated a request was received for a stop sign to control east bound traffic at intersections on Sherman Street (Fairacres Road and Sherman Street and Westwood Road and Sherman Street).

Police Chief Chinn advised the Council that there have not been any accidents at these intersections in the past 5 years. He has had two traffic complaints in this area.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to table action on Ordinance 2013-30 – Amending Wayne Municipal Code Section 78-10 Stop Sign Locations; West of Main Street, North of 7th Street (Fairacres Road & Sherman Street and Westwood Road and Sherman Street) until the June 4th meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Administrator Johnson stated a request was also received for a stop sign to control east bound traffic at the intersection of Nathan Drive onto Donner Pass.

Councilmember Brodersen introduced Ordinance No. 2013-31 and moved for its approval; Councilmember Giese seconded.

ORDINANCE NO. 2013-31

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, NORTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried. The second reading will take place at the next Council meeting.

Police Chief Marlen Chinn presented the job description for Dispatch Supervisor.

Councilmember Sievers made a motion, which was seconded by Councilmember Alexander, to approve the job description for Dispatch Supervisor. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Councilmember Giese 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, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried and the meeting adjourned at 8:08 p.m.

CLAIMS LISTING JUNE 4, 2013

ABCREATIVE, INC	10 GALVANIZED TABLES	5,159.00
ADVANCED CONSULTING	PHEASANT RUN/10 STREET	7,497.95
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	50.00
AMERICAN BROADBAND	FIBER LINE LEASE/TELEPHONE CHARGES	2,499.63
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,885.04
APPEARA	LINEN & MAT SERVICE	105.46
ARNIE'S FORD-MERCURY INC	BRAKE CABLE	65.00
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
B & D DIAMOND PRO, INC	DIAMOND PRO CONDITIONER	1,700.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	135.00
BLACK HILLS ENERGY	GAS BILLS	580.23
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUMS	24,234.52
CITY EMPLOYEE	HEALTH REIMBURSEMENT	106.70
CENTRAL SAND AND GRAVEL	GRAVEL	781.57
CITY OF NORFOLK	INSPECTION FEES	162.87
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	350.00
CITY OF WAYNE	FIRE HALL DEPOSIT REFUND	150.00
CITY OF WAYNE	PAYROLL	69,985.59
CITY OF WAYNE	UTILITY REFUNDS	1,502.78
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
DAKTRONICS	BASEBALL SCOREBOARD	825.00
DCL AMERICA INC.	CABLE CATALYST MONITOR	1,550.00
DE LAGE LANDEN FINANCIAL	COPIER EQUIPMENT LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	123.84
DGR & ASSOCIATES CO	ELECTRICAL MAPPING/SERVICES	589.50
DITCH WITCH OF OMAHA	BRAKE SHOE	56.79
DUTTON-LAINSON COMPANY	DEADENDS	.60
EAKES OFFICE PLUS	POLICE COPIER CONTRACT	187.02
ECHO GROUP INC JESCO	WALLPACK LIGHTS	943.42
ELECTRIC FIXTURE & SUPPLY	CLAMP/GRIP NUTS	37.31
ENGINE SYSTEMS, INC.	TROUBLE SHOOT ENGINE REPAIR/DIODES	13,155.35
FLOOR MAINTENANCE	TOILET PAPER/BRUSHES/SWABS	170.68
GERHOLD CONCRETE CO INC.	CONCRETE	590.88
GUARANTEE OIL CO INC	ROOF REPAIR	457.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	4,670.09
HAWKINS, INC	POOL CHEMICALS	1,548.94
CITY EMPLOYEE	HEALTH REIMBURSEMENT	3,255.74
ICMA RETIREMENT TRUST	ICMA RETIREMENT	6,385.64
IRS	FEDERAL WITHHOLDING	24,352.27
JWC ENVIRONMENTAL	COMPACTOR BRUSHES	603.62
KELLY SUPPLY COMPANY	BUTTERFLY VALVE	128.49
KEPCO ENGRAVING	NAMEPLATES	16.55
KLEIN ELECTRIC	BORE TO INSTALL CONDUIT	2,285.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	27.49
MIKE TOWNE	MEIG SERVICE FEES	1,100.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	50.00
MITIKU MAMO	TREE INCENTIVE	50.00
NE AIR FILTER	AIR FILTERS	122.58
NE COLORADO CELLULAR	CELL PHONES	56.32
NE DEPT OF REVENUE	STATE WITHHOLDING	3,240.90
NE HARVESTORE	AIR FILTERS	175.46
NE NEB INS AGENCY INC	INSURANCE	1,567.00

N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	59.24
NORTHEAST NE PUBLIC POWER	ELECTRICITY	3,769.00
NORTHEAST WISCONSIN	TASER RECERTIFICATION-SWANSON	175.00
OLSSON ASSOCIATES	MEIG SERVICES	2,709.35
QUALITY 1 GRAPHICS	SIGNS-GREENHOUSE	100.00
RDJ SPECIALTIES	STICKERS	263.36
SAYRE ANDERSEN	ENERGY INCENTIVE	209.78
STATE NATIONAL BANK	POOL PETTY CASH	100.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	2,559.81
ULINE	NITRILE GLOVES	127.13
UNITED WAY	PAYROLL DEDUCTIONS	12.40
UTILITIES SECTION	RUBBER GLOVING SCHOOL	570.00
WAYNE COUNTY COURT	BOND	150.00
WESCO DISTRIBUTION INC	MARKING PAINT	25.24

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**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE, NEBRASKA**

RESOLUTION NO. 2013-8

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT
AND PLAN FOR THE WESTERN RIDGE PARTNERSHIP
DEVELOPMENT PROJECT IN THE CITY OF WAYNE, NEBRASKA; AND
APPROVAL OF RELATED ACTIONS**

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska (the “City”), upon the recommendation of the Planning Commission of the City of Wayne, Nebraska (the “Planning Commission”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “Redevelopment Area”) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Contract including a Redevelopment Plan (the “Plan ”), has been prepared by the Agency in the form attached hereto as **Exhibit B**, for the purpose of redeveloping that portion of the Redevelopment Area legally described on **Exhibit B** (the “Project Area”); and

WHEREAS, the Agency has made certain findings and pursuant thereto has determined that it is in the best interests of the Agency and the City to enter to adopt the Redevelopment Plan and to carry out the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA AS FOLLOWS:

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan 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 in 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 provisions for light and air, the promotion of the 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.

Section 2. The Agency has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not have been economically feasible without the use of tax increment financing, the Project would not have occurred in the Project Area without the use of tax increment financing and 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 and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. The Agency hereby recommends that the Mayor and City Council approve the Redevelopment Plan attached hereto as Exhibit B.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out this Resolution.

Section 5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 4th day of June, 2013.

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE NEBRASKA**

ATTEST:

By: _____
Chair

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in Western Ridge Third Addition to the City of Wayne, Wayne County, Nebraska.

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

EXHIBIT B

Redevelopment Contract

1. This contract is made this 1st day of January, 2012, between the City of Chicago, Illinois, and the Chicago Redevelopment Authority, Illinois.

2. The City of Chicago, Illinois, hereby grants to the Chicago Redevelopment Authority, Illinois, the right to acquire, develop, and operate the property located at 1234 N. Dearborn Street, Chicago, Illinois, for the purpose of providing affordable housing for the low-income and elderly residents of the City of Chicago, Illinois.

3. The Chicago Redevelopment Authority, Illinois, shall acquire the property located at 1234 N. Dearborn Street, Chicago, Illinois, and shall develop and operate the same for the purpose of providing affordable housing for the low-income and elderly residents of the City of Chicago, Illinois.

4. The Chicago Redevelopment Authority, Illinois, shall provide the City of Chicago, Illinois, with a report on the progress of the development and operation of the property located at 1234 N. Dearborn Street, Chicago, Illinois, on a regular basis.

5. The Chicago Redevelopment Authority, Illinois, shall be responsible for the maintenance and repair of the property located at 1234 N. Dearborn Street, Chicago, Illinois, and shall ensure that the property is in good condition at all times.

6. The Chicago Redevelopment Authority, Illinois, shall be responsible for the payment of all taxes and fees associated with the property located at 1234 N. Dearborn Street, Chicago, Illinois.

7. The Chicago Redevelopment Authority, Illinois, shall be responsible for the payment of all costs associated with the development and operation of the property located at 1234 N. Dearborn Street, Chicago, Illinois.

8. The Chicago Redevelopment Authority, Illinois, shall be responsible for the payment of all costs associated with the maintenance and repair of the property located at 1234 N. Dearborn Street, Chicago, Illinois.

9. The Chicago Redevelopment Authority, Illinois, shall be responsible for the payment of all costs associated with the operation of the property located at 1234 N. Dearborn Street, Chicago, Illinois.

10. The Chicago Redevelopment Authority, Illinois, shall be responsible for the payment of all costs associated with the development and operation of the property located at 1234 N. Dearborn Street, Chicago, Illinois.

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____ day of June, 2013, by and between the Community Development Agency (the “Agency” of the City of Wayne, Nebraska (“City”), and Western Ridge, a partnership (“Redeveloper”).

WITNESSETH:

WHEREAS, the City of Wayne, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 2 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the “Act”), and has designated an area in the City as blighted and substandard; and

WHEREAS, Agency and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

NOW, THEREFORE, in consideration of the Redevelopment Area and the mutual covenants and agreements herein set forth, Agency and Redeveloper 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 2 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto

“Agency” means the Community Development Agency of the City of Wayne, Nebraska.

“Certificate of Completion” means a certificate, executed by a Manager or other duly authorized officer of Redeveloper, representing and warranting that the Project is substantially complete.

“City” means the City of Wayne, Nebraska.

“Governing Body” means the Mayor and City Council of the City.

“Holder” means the holders of TIF indebtedness issued by the Agency from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Agency by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by an independent certified public accountant verifying the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper to acquire the Project and for streets and utilities pursuant to the Act as identified on Exhibit D.

“Redeveloper” means Western Ridge an Iowa Partnership.

“Redevelopment Area” means that certain real property situated in the City of Wayne, Wayne County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Agency and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area as set forth in the Redevelopment Contract, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Agency, as supplemented from time to time, approving this Redevelopment Contract.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Agency pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

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

Section 1.02 Construction and Interpretation.

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

(a) 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.

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

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

(d) The words "will" and "shall" shall each be construed as mandatory,

(e) 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.

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

(g) 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.

The Agency makes the following representations and findings:

(a) the Agency is a duly organized and validly existing community development agency under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

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

(e) (1) The Redevelopment Plan 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, and

(2) (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 Agency and have been found to be in the long-term best interest of the community impacted by the Project.

(f) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, 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 the 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.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is an Iowa Partnership, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) 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 Redeveloper 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 Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened

against Redeveloper affecting its 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 in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Agency prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Agency.

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby provides 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 set forth in this section. The effective date of this provision shall be January 1, 2014. Said tax shall be divided as follows:

(a) That proportion 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 (as defined in the Act) 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 proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount, if any, shall be allocated to, is pledged 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 of money to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, such 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 Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

Agency shall incur TIF Indebtedness in the form and principal amount and bearing interest amid being subject to such terms amid conditions as are specified on the attached exhibit C. No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the

Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; (c) obtained approvals necessary for construction of the Project from the Nebraska Department of Environmental Quality; and (d) entered into a contract for construction of the Project. The Agency shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to or to the order of Redeveloper upon payment of the principal amount thereof. The Agency may (but is not obligated to), from time to time and subject to the provisions of the Act, issue additional TIF Indebtedness secured by the TIF Revenues for the purpose of funding additional Project Costs, if projected TIF Revenues are projected to be sufficient to pay principal and interest on such additional TIF indebtedness.

Section 3.03 Pledge of TIF Revenues.

The Agency hereby pledges the TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Agency shall grant 100% to the Redeveloper for use in paying Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the City and Redeveloper upon receipt of requisitions for Project Costs which include supporting documentation requested by Agency and shall, if requested by Redeveloper, be made in one or more advances.

Section 3.05 Creation of Fund.

The 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 TIF Indebtedness issued pursuant to Sections 3.02 and 3.03 above.

Section 3.06 Installation of Infrastructures

The Agency shall provide that the City shall install the infrastructure required to be installed by the City pursuant to Exhibit E.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the

Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Agency a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Agency and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Agency with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of any of the policies.

Section 4.02 Cost Certification.

Redeveloper shall submit to Agency a certification of Protect Costs, on or before the date of submission of the Certificate of Completion, prepared by a certified public accountant acceptable to Agency, which shall contain detail and documentation showing the payment of Project Costs specified on the attached Exhibit D in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Agency Costs.

Redeveloper shall reimburse the Agency, on the date of approval of this contract by the Agency for legal fees and costs then due, and again upon the issuance of TIF Indebtedness, for legal fees and costs incurred by the Agency in connection with this Redevelopment Contract. This sum is estimated to equal \$10,000.00.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it 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. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper 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.

Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of Five Hundred Thousand Dollars (\$500,000) no later than as of January 1, 2014. During the period that any TIF Indebtedness is outstanding, Redeveloper will (1) not protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than Five Hundred Thousand Dollars (\$500,000) after substantial completion or occupancy; (2) not convey the Redevelopment Area on 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; (3) cause all real estate taxes and assessments levied on the Redevelopment Area and Project to be paid prior to the time such become delinquent during the term that any Bonds are outstanding; and affirmatively protest for an increase in real estate property valuation on the Redevelopment Area in the event that the Redeveloper receives notice that the Wayne County Assessor intends to value the real property in the Redevelopment Area at a value of less than Five Hundred Thousand Dollars (\$500,000).

Section 4.06 Payment in Lieu of Real Estate Taxes.

Redeveloper agrees to make payments in lieu of taxes, 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 TIF Indebtedness when due. This payment in lieu of tax obligation may be represented by a note or other evidence of indebtedness. Such TIF Revenues shall be deemed not sufficient and the Agency shall not be required to send notice if such revenues are less than \$10,000 for the year 2014, and for the years 2015 through and including 2028 becoming delinquent in years 2015 through 2027, respectively.

Section 4.07 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Redevelopment Area, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof without the prior written consent of the Agency, which the Agency shall grant or deny within fifteen (15) days of receipt of written request from Redeveloper, which consent shall not be unreasonably withheld, and which the Agency may make subject to any reasonable terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Agency:

(a) any conveyance as security for indebtedness incurred by Redeveloper for Project Costs on any subsequent physical improvements to the Redevelopment Area, provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;

(b) any conveyance to any person or entity which owns more than 50% of the voting equity interests of Redeveloper (if Redeveloper is a corporation, partnership, limited liability company or other entity) or with respect to which Redeveloper owns

more than 50% of the voting equity interests, provided that any such successor owner of the Project agrees to assume all obligations of the Redeveloper and be bound by all terms and conditions of this Redevelopment Contract;

(c) if Redeveloper is a corporation, partnership or limited liability company, any merger, consolidation, split off, split-up, spin off or other reorganization of Redeveloper which does not result in a substantial change of control or management of the Redeveloper, provided that any such successor owner of the Project agrees to assume all obligations of the Redeveloper and be bound by all terms and conditions of this Redevelopment Contract.

Section 4.08 Payment of Public Infrastructure Costs.

Redeveloper shall pay all costs incurred by the City for installation of paving, sewer and water related to the Project. Such payment may be paid in advance from the Grant provided in Section 3.04 or in the form of payment of special assessments levied by the City for installation of such improvements. Redeveloper shall pay all special assessments for such infrastructure prior to delinquency. Failure to make such special assessment payments prior to delinquency shall be an event of default under this agreement.

Section 4.09 Immigration Status.

Redeveloper agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in § 4-114, *Neb. Rev. Stat.* 2012, to determine the work eligibility status of new employees physically performing services on the Project.

Section 4.10 Purchase of TIF Indebtedness.

Redeveloper shall purchase the TIF Indebtedness immediately upon issuance for the full face value of the issue.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Agency with evidence satisfactory to the Agency that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Redevelopment Area without the prior written consent of the Agency except encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Redevelopment Area.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Redeveloper.

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 any 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 on in breach of its obligations.

Section 6.02 Additional Remedies of Agency

In the event that:

(a) The Redeveloper, on successor in interest, fails to commence construction of the Project (which, for purposes of this paragraph shall mean expenditure (on binding commitments to incur expenditures) of an amount equal to at least thirty percent (30%) of the total projected cost of the Project) by September 1, 2013;

(b) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2014, or shall abandon construction work for any period of 90 days,

(c) the Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(d) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Agency, then the Redeveloper shall be in default of 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 Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). The Liquidated Damages Amount shall be paid by Redeveloper 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 Redeveloper demanding payment.

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

In the event that any utility extension project or paving, including storm drain system work to be assessed to properties in this redevelopment area is intended to be paid for with Tax Increment Financing Funds, then said projects only, shall be required to go through the public bidding process.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper 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 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, amid 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 forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced 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 forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof amid requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Agency, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Agency under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Agency on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City or Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Agency from, agrees that neither the City or Agency shall be liable for, and agrees to indemnify and hold the City and Agency 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.

The Redeveloper will indemnify and hold each of the City and Agency 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, attorneys' fees and 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 Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or army 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 Redevelopment Area 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 Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

IN WITNESS WHEREOF, Agency and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE, NEBRASKA

City Clerk

By: _____
Chair

Western Ridge

By: _____
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 4th day of June, 2013, _____, by Jon Haase and Betty A. McGuire, Chair of the City and City Clerk, respectively, of the City of Wayne, Nebraska, on behalf of the Community Development Agency of the City.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2013, by _____, General Partner, Western Ridge, on behalf of the Partnership.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 5A of the Replat of Lot 5, Western Ridge Third Addition in the City of Wayne, Wayne County, Nebraska, together with that portion of Milo Street adjacent thereto.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

Infrastructure installation, including pavement, curb, gutter, and sewer and water main and line extension to allow the construction of a new 9178 square foot retail building including outside display and sales area and parking lots, and all equipment and supplies necessary for the operation thereof.

EXHIBIT C

TIF INDEBTEDNESS

1. Principal Amount: Series A: The maximum amount, which, together with Interest accruing thereon, can be fully amortized by December 31, 2028, solely from projected TIF Revenues based on the current aggregate ad valorem tax rate (together with the City's ad valorem tax rate) applicable to the Redevelopment Area times an assumed project valuation of \$500,000. [Assumed value to be \$93,000.00]
2. Payments: Semi-annually or more frequent, with interest only until 2015, in substantially equal amounts sufficient to fully pay the TIF indebtedness in full on or before December 31, 2028.
3. Interest Rate: (5%)
4. Maturity Date: On or before December 31, 2028.

EXHIBIT D

PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Utility extensions, installation of gas, water, sewer serving the project.
2. Construction of roadways and assessments for paving and curb and gutter adjacent to the Project and utility extensions.

EXHIBIT E

DESCRIPTION OF PROJECT AND AMENDEDE REDEVELOPERS REDEVELOPMENT PLAN FOR WESTERN RIDGE, PROJECT

OVERVIEW:

This redevelopment 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.

The Redeveloper will acquire and rehabilitate the real estate shown on Exhibit A by constructing a 9178 square foot retail facility. Additionally, the Redeveloper shall pay for the installation of a one half of the paved street, and all sewer, water, gas and other utility extension costs adjacent to the project site.

The Redeveloper will not develop the project in the redevelopment area or elsewhere without the benefit of tax increment financing. The costs of the project are simply too great to be absorbed by the Redeveloper without the assistance of tax increment financing. All financing for the project is entirely contingent on the grant set forth in the redevelopment contract to which this exhibit is attached. The Redeveloper proposes that the Community Development Agency issue Bonds 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, 2014. The Redeveloper will use the proceeds of the Bonds to assist in the construction of a portion of the paving and utility connections installed by the City for the benefit of the Project in accordance with the Act.

THE REDEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates a change in current land use. The property is currently unimproved. The site will be developed for a new retail single unit structure. 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 creation and paving of an access road. There will be a burden on traffic flow as employees and customers will access the facility from adjacent streets. However, current traffic signs are sufficient to handle the increased traffic. The Redeveloper shall pay the City of Wayne a portion of the sums expended by the City for engineering, bidding and installation of all paving, curb, gutter, sewer, water and other infrastructure extension benefiting the project adjacent to Lot 5A of the Replat of Lot 5, Western Ridge Third addition including the public right-of-way abutting thereon. That portion of the paving, shall be for one half of the

paving cost abutting the Project site, and all of the curb and gutter abutting the site and all utility extension costs for the site.

3. Relationship of Plan to Local objectives for community facilities: This plan neither provides nor requires any additional community facilities. However, it will provide an attractive expanded retail facility in the community.

4. Redevelopment project boundaries: Exhibit E-1 to the Redevelopment Contract shows the boundaries of the project. The property is unimproved.

5. Proposed land use plan: Exhibit E-1 shows the proposed land use plan after redevelopment as a retail facility.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain unchanged for the area. An approximately 9178 square foot building will be added to the real estate as part of the Redevelopment Plan.

7. Statement regarding change in street layouts: This Plan proposes a change in street layout. As shown on Exhibit E-1. Redeveloper shall construct the facility in such a manner so as to prevent rain water from ponding on the adjacent properties.

8. Site plan after redevelopment: Exhibit E-1 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: Additional public utilities are required to support the proposed change. These extensions will be paid from the proceeds of the TIF Indebtedness and other funds provided by the Redeveloper.

10. Public cost/benefit analysis: This plan requires that the Redevelopers will construct and own a retail facility. The Redeveloper will provide all financing for the project. The Redeveloper will obtain funds for the purchase of the Bonds issued by the Agency, or purchase such bonds outright. Such 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, 2014. After the 15-year TIF period, the increased taxes will be paid to the normal taxing authorities.

Tax benefit: Currently the real estate is unimproved.

The project will result in the addition of employees but it is estimated that most employees will come from the surrounding area. No other impact is expected on employees or employers in the immediate area, inside or outside of the redevelopment project area. No tax shifts have been identified. No undue stress on the school system, police or fire protection is contemplated. Current housing in Wayne is adequate for the current employees. The Agency has not identified any additional negative impacts to citizens or taxing entities affected by the Redevelopment

Project.

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 area specified in the plan, 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, 2014. The taxes in the redevelopment project area [Exhibit A legal description] shall be divided 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.

E-1
Site Plan with Street and Utility Extensions

RESOLUTION NO. 2013-47

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING A REDEVELOPMENT PLAN; AND RELATED MATTERS

WHEREAS, the City of Wayne, Nebraska, a municipal corporation and city of the first class (the “City”), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

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

WHEREAS, the City has previously declared the area legally described in **EXHIBIT A** attached hereto (the “Redevelopment Area”) to be blighted and substandard 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 or caused to be prepared a Redevelopment Contract, including a Redevelopment Plan (the “Redevelopment Plan ”), in the form attached hereto as **Exhibit B**, for the redevelopment of that portion of the Redevelopment Area legally described on **Exhibit B** (the “Project Area”); and

WHEREAS, the City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

WHEREAS, the City has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described therein are designed with the general purpose of accomplishing 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 in 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 provisions for light and air, the promotion of the 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.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The Redevelopment Plan is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency with respect to the Redevelopment Plan .

Section 2. The Redevelopment Plan is hereby approved in substantially the form attached hereto, with such immaterial changes, additions, or deletions thereto as may be determined to be necessary by the Mayor in her sole and absolute discretion. The Mayor and Clerk are hereby authorized to execute the Notice to Divide Taxes and file the same with the Assessor and Treasurer of Wayne County.

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area, to wit: Lot 5A of the Replat of Lot 5, Western Ridge Third Addition in the City of Wayne, Wayne County, Nebraska, for the benefit of any public body be divided for a period of 15 years after the effective date of this provision as provided in Section 18-2147 of the Act, which effective date shall be January 1, 2014, as follows:

(a) That proportion 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 (as defined in the Act) 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 proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged 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 of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such

Agency for financing or refinancing, in whole or in part, the 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 the Project Area shall be paid into the funds of the respective public bodies.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan. .

PASSED AND APPROVED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All lots in Western Ridge Third Addition to the City of Wayne, Wayne County, Nebraska.

EXHIBIT B

**FORM OF REDEVELOPMENT PLAN
(Redevelopment Contract)**

ORDINANCE NO. 2013-29

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, SECTION 90-710 PARKING REGULATIONS; 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. The Planning Commission held a public hearing on May 6, 2013, and recommended amending Section 1-2 Definitions and Rules of Construction and Section 90-710 Parking Regulations of the Wayne Municipal Code, with the "Findings of Fact" being:

1. Staff recommendation; and
2. Consistency with the Comprehensive Plan and the current and future land use maps.

Section 2. That Chapter 90, Article VIII, Section 90-710 of the Wayne Municipal Code is amended as follows:

Sec. 90-710

(b) Minimum off-street parking and loading requirements. Off-street motor vehicle parking and loading space shall be provided on any lot, **OR THE TERRACE ADJACENT TO THE LOT**, on which any of the indicated structures and uses are hereafter established. These requirements are thus only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as listed in the "Schedule of Minimum Off-Street Parking and Loading Requirements" in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition. Such space as defined in section 90-9 shall be provided with vehicular access to a street or an alley. A required loading space shall include a ten-foot by 50-foot space with a minimum of 14 feet of height clearance. The loading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Minimum off-street parking and loading requirements, which shall be applicable in all zoning districts to the structures and uses indicated, shall be set forth in the following schedule of minimum off-street parking and loading requirements. If minimum off-street parking required in the schedule cannot be reasonably provided on the same lot, **OR THE TERRACE ADJACENT TO THE LOT**, on which the principal structure or use is conducted in the opinion of the board of adjustment, the board may permit such space to be provided on other off-street property, provided that such space lies within 400 feet of the entrance to such principal structure or use. **NON-RESIDENTIAL USES IN THE B-2 DISTRICT SHALL BE EXEMPT FROM THESE PARKING AND LOADING REQUIREMENTS.**

FOR PURPOSES OF SECTION 90-710(b), TERRACE PARKING SHALL BE CONSIDERED OFF-STREET PARKING.

ANY CORNER LOT LOCATED IN A RESIDENTIAL ZONING DISTRICT SHALL ONLY USE THE TERRACE ADJACENT TO ONE OF THE LOT'S FRONT YARDS FOR TERRACE PARKING. TERRACE PARKING CONSTRUCTED BEFORE MAY 1, 2013 OR DESIGNED THROUGH A BUILDING PERMIT APPROVED BY MAY 1, 2013 SHALL BE EXEMPT FROM THIS RESTRICTON ON A CORNER LOT.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this _____ day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-31

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, NORTH 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 78-13 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-13. Stop sign locations; west of Main Street, south of Seventh Street.

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

1. West 7th Street at the south approach of Pheasant Run.
2. West 7th Street at the south approach of Donner Pass.
3. **Donner Pass at the west approach of Nathan Drive**
4. West 7th Street at the south approach of Oak Drive.
5. West 7th Street at the south approach of Sherman Street.
6. West 7th Street at the south approach of Douglas Street.
7. West 7th Street at the south approach of Lincoln Street.
8. West 7th Street at the south approach of Pearl Street.
9. West 5th Street at the north and south approaches of Sherman Street.
10. West 4th Street at the north and south approaches of Sherman Street.
11. West 3rd Street at the south approach of Wilcliff Drive.
12. West 3rd Street at the south approach of Blaine Street.
13. West 3rd Street at the north and south approaches of Sherman Street.
14. West 3rd Street at the north and south approaches of Douglas Street.
15. West 3rd Street at the north and south approaches of Lincoln Street.
16. West 1st Street at the north approach of Blaine Street.
17. West 1st Street at the north and south approaches of Sherman Street.
18. West 1st Street at the north and south approaches of Douglas Street.
19. West 1st Street at the north and south approaches of Lincoln Street.
20. West 1st Street at the north and south approaches of Pearl Street.
21. Grainland Road at the north approach of South Maple Street.
22. Grainland Road at the north approach of South Blaine Street.
23. Oak Drive at the west approach of 3rd Avenue.
24. Oak Drive at the east approach of West 3rd Street.
25. Sherman Street at the east and west approaches of West 6th Street.
26. Pearl Street at the east and west approaches of West 6th Street.
27. Pearl Street at the east and west approaches of West 5th Street.
28. Pearl Street at the east and west approaches of West 4th Street.

29. Pearl Street at the east and west approaches of West 3rd Street.
30. Pearl Street at the east and west approaches of West 2nd Street.
31. Main Street at the west approach of West 6th Street.
32. Main Street at the west approach of West 5th Street.
33. Main Street at the west approach of West 4th Street.
34. Main Street at the west approach of West 1st Street.
35. South Main Street at the west approach of Clark Street.

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 June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-32

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 1, SECTION 1-2 DEFINITIONS AND RULES OF CONSTRUCTION; 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 1, Section 1-2 of the Wayne Municipal Code is amended as follows:

Sec. 1-2. Definitions and rules of construction:

In the construction of this Code and of all ordinances, the following definitions and rules of construction shall be observed, unless:

(a) Such construction would be inconsistent with the manifest intent of the council;
OR

(b) ANY OF THE FOLLOWING IS DEFINED IN A SUBSEQUENT DEFINITION SECTION. IF A TERM IS DEFINED IN A SUBSEQUENT CHAPTER OR SECTION, SUCH SUBSEQUENT DEFINITION SHALL BE APPLIED THROUGHOUT SAID CHAPTER OR SECTION.

Street. The term "street" shall embrace streets, avenues, boulevards, roads, alleys, lanes, viaducts and all other public streets and ways in the city and shall embrace all parts constituting the designated right-of-way, unless otherwise ~~stated~~ **DEFINED IN A SUBSEQUENT CHAPTER OR 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 its passage, approval, and publication as provided by law

PASSED AND APPROVED this _____ day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-50

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE CONSTRUCTION OF CERTAIN SANITARY SEWER AND WATER IMPROVEMENTS TO BE CONSTRUCTED IN THE CITY OF WAYNE, NEBRASKA (“CHIEF’S WAY SANITARY SEWER AND WATER EXTENSION PROJECT”).

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the hiring of Olsson Associates as engineers for the construction of certain sanitary sewer and water improvements (“Chief’s Way Sanitary Sewer and Water Extension Project”) to be constructed in the City of Wayne is hereby reaffirmed, and that the plans, specifications and estimate of cost of \$ _____, as prepared by the City’s engineer and filed in the office of the City Clerk for the construction of said sanitary sewer and water improvements (“Chief’s Way Sanitary Sewer and Water Extension Project”) of the City of Wayne, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-51

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "MILO DRIVE PAVING IMPROVEMENT PROJECT."

WHEREAS, _____ bids were received on June 4, 2013, on the "Milo Drive Paving Improvement Project"; and

WHEREAS, the bids have been reviewed by the City's engineer on the project, Olsson Associates; and

WHEREAS, Olsson Associates is recommending that the contract be awarded to _____ in the amount of \$ _____.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Milo Drive Paving Improvement Project", as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

Bidder

Amount

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the contractor for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-52

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "ALLEY BETWEEN MAIN STREET AND PEARL STREET, SOUTH OF 1ST STREET PROJECT."

WHEREAS, _____ bids were received on May 30, 2013, on the "Alley between Main Street and Pearl Street, South of 1st Street Project"; and

WHEREAS, the bids have been reviewed by city staff; and

WHEREAS, city staff is recommending that the contract be awarded to _____ in the amount of \$ _____.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Alley between Main Street and Pearl Street, South of 1st Street Project", as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

Bidder

Amount

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the contractor for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-53

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND WAYNE STATE COLLEGE.

WHEREAS, the City of Wayne is desirous to enter into an Interlocal Agreement with Wayne State College to share law enforcement resources; and

WHEREAS, a copy of the proposed Interlocal Agreement is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and Wayne State College is hereby approved and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**AN INTERLOCAL AGREEMENT
TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN
THE CITY OF WAYNE AND THE NEBRASKA STATE COLLEGES
dba WAYNE STATE COLLEGE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the "City" and the Nebraska State Colleges dba Wayne State College, hereinafter called the "College" which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the College to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety, and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers, and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the City's law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the College do hereby agree to the following:

1. Authority and Purpose

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 *et seq.*, (the "Act"), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. College and the City are public agencies within the meaning of the Act.

b. The City has the authority to provide law enforcement services and the College has the authority to ensure safety services on the Wayne State College campus (the "Campus"), and to enter into any contracts to effectuate this authority and responsibility.

c. It is the purpose of this Agreement for the College and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

2. Administration of Agreement

a. The City will administer and monitor all aspects, terms and conditions of this Agreement. The Dean of Students of the College, or his identified designee, will be the College's contact person for the purpose of this Agreement.

b. Any real and personal property shall be acquired, held and disposed as set forth in this Agreement; or any amendment hereto.

c. No separate legal or administrative entity is created under this Agreement.

3. Law Enforcement Services To Be Provided By The City

The City will provide on the Campus the following law enforcement services:

a. City will assign a certified police officer, hereafter called the "Campus Police Officer", to the Campus for twenty-two (22) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the Campus Police Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

b. The City will be allowed to provide the Campus Police Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

c. The Campus Police Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence

on Campus. The Campus Police Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City's ability to respond to police calls off-campus, as needed, will maximize the Police Department's ability to citizen calls for service received while maintaining the spirit of this inter-local agreement. When the Campus Police Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;

d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer's involvement on campus.

4. Criminal Investigation

a. The City will investigate all property crimes reported on the Campus where the loss value is \$100 or greater or involves the theft of any identification or financial transaction device. If the loss value of any reported property crime is less than \$100 the Campus Police Officer may refer the case to Campus Security for follow up.

b. The City will investigate all crimes against persons reported on the Campus.

c. Any property crimes with a loss greater than \$100 and all crimes against persons reported to Campus Security will be immediately referred to the Campus Police Officer when on duty, or the Police Department when the Campus Police Officer is not on duty, for investigation. These investigations will be made independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to report to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses names, date, time, and location of offense, for the Campus Police Officer. For the purpose of this agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.

d. The Police Department will provide Campus Security with reports of all crimes investigated on Campus containing sufficient information for the completion of legally mandated reporting requirements. To prevent duplication of work the Campus Police Officer will complete only the Police Department's investigative report. A copy of these investigative reports will be provided to Campus Security for data entry purposes.

e. When any criminal investigation conducted by the Police Department involves a College residence hall or includes an apparent conflict between students, the Director of Residence Life and/or the Dean of Students, will also be provided complete investigatory reports.

f. The Police Department will refer all property crimes reported on the Campus, and which they investigate, to the College judicial process, however;

- (1) Any crime victim, including the College, may request criminal charges;
- (2) Suspects involved in second and subsequent offenses may be referred to the Wayne County Attorney for prosecution;
- (3) Crimes may be referred for prosecution upon the written request of the College for prosecution before the College judicial process begins;
- (4) Both the College disciplinary process and criminal prosecution may happen concurrently;
- (5) Police Officers will appear for College disciplinary hearings as needed.

g. The Police Department will refer all solved crimes against persons to the Wayne County Attorney's Office for prosecution unless the crime victim requests exclusive involvement of the College disciplinary process.

h. To facilitate investigative follow up the Campus Police Officer will be provided access to any Campus surveillance camera recordings and/or allowable student information currently maintained in hard copy or electronically in the Campus Security Office.

5 Community Policing & Crime Prevention

a. The College and the City recognize that positive interaction between the Campus Police Officer, students, faculty and staff is beneficial to both parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.

b. The Campus Police Officer will be given an opportunity to co-present at crime prevention and/or education programs given by Campus Security, or upon the request of other Campus entities. To ensure adequate planning for any presentation, the Campus Police Officer will be provided a minimum of five (5) days written notice. Said notice shall include the topic, date, time and location of the presentation. The decision to participate in any on-campus crime prevention and/or education presentation will be left to the discretion of the Campus Police Officer and/or the Dean of Students. If an officer participates he or she will be given a minimum of 15 minutes participation per hour of scheduled presentation.

- c. To provide a community policing presence the Campus Police Officer will regularly attend Wildcat Wheels, Trust Coalition, Clery/Behavioral Intervention Team meetings and other Campus activities as part of her/his assigned duties.
- d. The City will not provide overtime pay for the Campus Police Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- e. The Campus Police Officer will meet regularly with the Residence Life Staff in each housing unit
- f. The Campus Police Officer will respond to fire alarms on Campus and, in the absence of Campus Security personnel, will re-set the fire alarm panels.
- g. The Campus Security Director will provide training specific to the fire alarm systems to the Campus Police Officer before the start of the school year. A laminated flip chart of alarm procedures for each building will be placed in each alarm box as a ready reference.

6. Security Responsibilities

- a. The following duties will be performed by College Campus Security personnel and not by the City:
 - (1) Locking Campus facilities
 - (2) Fueling vehicles for the College motor pool
- b. If no Campus Security staff is on duty and the following requests for service are made, Security Staff will be called in unless the situation requires an emergency response.
 - (1) Unlock vehicles on-campus (no fee charged);
 - (2) Provide student transportation from parking lots;
 - (3) Respond to calls for service & complete College incident reports;
 - (4) Jump start student vehicles on-campus with the College battery pack;
 - (5) Provide non-emergency medical transports to and from campus and the Providence Medical Center.

7 Use of Equipment:

- a. The Police Department will provide the Campus Police Officer with all uniforms, equipment, leather, firearms and continuing education at all times relevant to this agreement.
- b. The Police Department will provide a multi-channel portable radio programmed with the Campus Security frequency. The priority frequency will be that of the Wayne Police Department but the Campus Security frequency will be

monitored.

c. The City will provide a vehicle for the Campus Police Officer to use.

8. Training Provided by College:

a. Fire Alarm Panels-Campus Police Officers will receive training specific to the fire alarm panels of each College building. Quick reference laminated charts will be provided to the Campus Police Officer and/or Police Department and placed at each alarm panel.

b. Campus Police Officers will attend residence life staff training.

c. Written training defining the College student disciplinary procedures.

d. Training on procedures for notification of campus staff for after hours assistance, including when, who, and how to request assistance.

e. When possible all training will be done beginning two (2) weeks prior to the start of each fall semester.

f. It is recognized that the Campus Police Officer's schedule will be modified during the training period to facilitate attendance at some orientations.

g. A current roster of Residence Life staff and contact information will be provided to the Campus Police Officer each semester.

h. Monthly Campus Security work schedules, and updates, will be provided to the Campus Police Officer and Wayne Police dispatch, including a contact person(s) in the event no one answers the Campus Security number.

9. Direct Oversight of the Agreement to Provide Police Coverage on Campus;

Certified police officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his designate. Campus Security employees shall remain under the direct supervision of the College.

The City of Wayne Police Department shall control the manner in which law enforcement services are performed; however, the Agreement shall specify the nature of the services to be performed. The Campus Police Officer is not to be deemed an employee of the College and has no authority to make any binding commitments or obligations on behalf of the College except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the Campus Police Officer is the responsibility of the City of Wayne.

The Chief of Police will meet monthly with the Dean of Students and the Campus Security Director to review and evaluate the provisions of this Agreement.

Three (3) Wayne State College student representatives selected by Student Services will meet jointly with the Police Chief, the Campus Police Officer and any Campus Security official two (2) times per year to review the student perspective of this Agreement. These meetings may be scheduled by either party with not less than thirty (30) days notice.

10. Dispatch Services:

The City agrees to provide the following dispatch services to the Campus:

- a. Answer Campus Security telephone after hours and refer calls to Campus Security Staff and assign police officers to crimes reported;
- b. Monitor Campus fire alarm system and dispatch fire trucks as needed. Police Dispatch staff will also coordinate with the Director of Facility Services and his staff to prevent unwarranted fire alarm responses;

11. Fees for Service:

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$30,000.00 per year to be paid in 12 monthly installments.

- 12. Agreement Duration:** The term of this agreement will be effective beginning July 1, 2013 and shall be in effect until June 30, 2014 except that either the City or the College may execute a written sixty (60) day notice to quit or withdraw from the Agreement.

- 13. Agreement Amendments:** This Agreement may be amended at any time by the written agreement of both parties.

- 14. Indemnification.** To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits or liability resulting from the negligence or willful misconduct of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the negligence of the party entitled to indemnification hereunder. In no event shall either party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred or alleged to have been incurred.

This Agreement is hereby executed by the City of Wayne and the Nebraska State Colleges dba Wayne State College upon the respective dates set forth following the executory signature attached to this agreement.

AND BE IT FURTHER RESOLVED that the Nebraska State Colleges dba Wayne State College and the City of Wayne each declares itself to be a participant in the joint efforts to provide law enforcement services on the Wayne State College Campus.

Passed and approved this _____ day of _____, 2013.

CITY OF WAYNE

By: _____

Name: Ken Chamberlin

Title: Mayor

Attested
by: _____

City Clerk

Date: _____

NEBRASKA STATE COLLEGES

By: _____

Name: Carter "Cap" Peterson

Title: Chair, Board of Trustees

Date: _____

RESOLUTION

TITLE VI- CIVIL RIGHTS

Americans with Disabilities/Section 504 of Rehabilitation Act

The City of Wayne

Resolution No. 2013-54

Whereas: Certain transportation facilities (roads, streets, trails, and others) in the City of Wayne have been designated as being eligible for federal funds by the Federal Highway Administration in compliance with federal laws pertaining thereto;

Whereas: The City of Wayne desires to continue to participate in Federal-Aid transportation construction programs;

Whereas: The Nebraska Department of Roads as a recipient of said Federal funds is charged with oversight of the expenditures of said funds;

Whereas: The City of Wayne as a sub-recipient of said Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal and State law, the rules and regulations of the Federal Highway Administration, the requirements of the Local Public Agency (LPA) Guidelines Manual of the Nebraska Department of Roads and the Americans with Disabilities/Section 504 – Civil Rights Policy of the City of Wayne; and

Whereas: The City of Wayne understands that the failure to meet all requirements for federal funding could lead to a project(s) being declared ineligible for federal funds, which could result in the City of Wayne being required to repay some or all of the federal funds expended for a project(s).

Be It Resolved: The City of Wayne City Council does hereby adopt and bind itself to comply with all applicable federal law, including the rules and regulations of the Federal Highway Administration, all applicable state law and rules and regulations (Nebraska Administrative Code) and the requirements of the LPA Guidelines Manual of the Nebraska Department of Roads and the Americans with Disabilities/Section 504 – Civil Rights of the City of Wayne.

Be It Further Resolved: The City of Wayne City Council does hereby designate the following as responsible for the management of the Americans with Disabilities/Section 504 – Civil Rights process: Building Inspector

PASSED AND APPROVED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

Betty A. McGuire, City Clerk

The City Council of the City of Wayne

Mayor Ken Chamberlain

Councilmembers:

Cale Giese	Nick Muir
Rod Greve	Kaki Ley
Jon Haase	Jennifer Sievers
Jill Brodersen	

Council Member _____
Moved the adoption of said resolution
Council Member _____ Seconded the motion
Roll Call: ___ Yes ___ No ___ Abstained ___ Absent
Resolution adopted, signed and billed as adopted

RESOLUTION NO. 2013-55

A RESOLUTION GIVING ASSURANCE THAT THE CITY OF WAYNE WILL COMPLY WITH SECTION 504 OF THE REHABILITATION ACT BY APPROVING THE ADA TRANSITION PLAN UPDATE AND THE PROCEDURES MANUAL FOR TITLE II.

WHEREAS, pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the City of Wayne desiring to avail itself of federal financial assistance from the U.S. Department of Transportation, hereby gives assurance that no qualified disabled person shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance; and

WHEREAS, the City of Wayne further assures that its programs will be conducted, and its facilities operated, in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35 and 42 USC 12101-12213.

PASSED AND ADOPTED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**CITY OF WAYNE 2013
TRANSITION PLAN UPDATE**

City Employment Policy

Discrimination on the basis of disability is prohibited by city code in all city advertising, website offers, interviews hiring, change of job status, reduction in force and termination of employees. Employees of the City of Wayne are “at will” employees.

	Physical Barriers	Audio Accessibility	Visual Accessibility	City Employment	Goal
Public Cable Channel	Provided: Access requires subscription to cable tv Needed: n/a	Provided: no audio Needed: Audio signal	Provided: video signal Needed: Audio Signal	Provided: n/a Needed: n/a	2015
City Web Site	Provided: Free access at public library Needed: n/a	Provided: Audion Compatible Needed: Audio format	Provided: Video Signal Needed: Audio format	Provided: n/a Needed: n/a	
City Hall Bldg (built 1938)	Provided: ADA parking, entrances, meeting rooms, drinking fountains and restrooms Needed:	Provided: Microphones and recordings of meetings Needed:	Provided: none Needed: Braille room ID signs.	Provided: City code prohibits discrimination in all hiring and change of status Needed: annual review	2014
City Auditorium Bldg (built 1935)	Provided: ADA parking, drinking fountains, restrooms, and meeting rooms. Needed: n/a	Provided: Speaker System Needed: n/a	Provided: Needed: Braille room ID signs	Provided: n/a Needed: n/a	2014

Public Library (built 1997)	<p>Provided: ADA parking, entrance, restrooms, meeting rooms, fountains</p> <p>Needed: n/a</p>	<p>Provided: Audio tapes</p> <p>Needed: n/a</p>	<p>Provided: Audio tapes, Braille room ID signs, Sightless compatible software on one public computer.</p> <p>Needed: n/a</p>	<p>Provided: city code prohibits discrimination in all hiring and change of status</p> <p>Needed: annual review</p> <p>2013</p>
Senior Center (built 1997)	<p>Provide: ADA parking, entrance, restrooms, meeting rooms, fountains</p> <p>Needed: n/a</p>	<p>Provided: Microphone system</p> <p>Needed: n/a</p>	<p>Provided: Braille room ID signs.</p> <p>Needed: n/a</p>	<p>Provided: city code prohibits discrimination in all hiring and change of status</p> <p>Needed: annual review</p> <p>2013</p>
Curbs and Sidewalks	<p>Provided: ADA curbs in central business district. City code requires all new and rehab installation to meet ADA standards. City has long term residential sidewalk replacement district program.</p> <p>Needed: n/a</p>	<p>Provided: none</p> <p>Needed: n/a</p>	<p>Provided: none</p> <p>Needed: n/a</p>	<p>Provided: City code prohibits discrimination in all hiring and change of status</p> <p>Needed: annual review</p> <p>2020</p> <p>City will provide new ADA sidewalk on 10th Street project in 2013. City will replace sidewalk adjacent to Windom Street project where needed to meet ADA in 2015 or 2016 after completion of street project.</p>
Wayne Golf Course	<p>Needed: Completion of sidewalk replacement district program</p> <p>Provided: Current access is un-restricted to golf carts and special mobility vehicles to tee boxes, greens and fairways. All fees are equal and playing speed is accepted.</p>	<p>Needed: more visual pedestrian signals</p> <p>Provided: n/a</p>	<p>Needed: Audible pedestrian signals needed at some intersections</p> <p>Provided: n/a</p>	<p>Needed: annual review</p> <p>Provided: n/a</p>
	<p>Needed: Rental specialty carts for personas with limited mobility</p>	<p>Needed: n/a</p>	<p>Needed: audio signals in balls and at tees. Braille signage</p>	<p>Needed: annual review</p> <p>2014 for rental cars</p>

Baseball and Softball Field	Provided: Individual coaching and assistance provide to all participants	Provided: Loud speaker systems for crowd at games	Provide: n/a	Provided: City code prohibits discrimination in all hiring and change of status	
	Needed: Specialty equipment as needed. Accessible restrooms	Needed: n/a	Needed: Specialty equipment as needed. Braille signage	Needed: annual review	2014 for ADA restrooms
City Parks	Provided: Some wheel chair and walker swings in most parks with more being special built. ADA access, sidewalks and restrooms	Provided: n/a	Provided: n/a	Provided: n/a	
	Needed: Additional ADA play equipment and fountains	Needed: n/a	Needed: Braille signage	Needed: annual review	2013
Swimming Pool	Provided: ADA chair lift and ADA locker rooms and entrances	Provided: n/a	Provided: n/a	Provided: City code prohibits discrimination in all hiring and change of status	
	Needed: Zero depth area in pool	Needed: n/a	Needed: highly visible and Braille signage	Needed: annual review	2020 for new ADA compliant pool
City Recreational Trail	Provided: 3.7 mile trail with ADA bathrooms at trail head	Provided: none	Provided: none	Provided: n/a	
	Needed: ADA parking at trail head.	Needed: n/a	Needed: Braille and highly visual signage	Needed: annual review	Phase II Trail in 2014

Emergency 911	<p>Provided: Enhanced 911 system in place</p> <p>Needed: none</p>	<p>Provided: Text relay for hearing impaired</p> <p>Needed: none</p>	<p>Provided: n/a</p> <p>Needed: n/a</p>	<p>Provided: n/a</p> <p>Needed: annual review</p>	<p>2013</p>
Civil Defense Sirens	<p>Provided: Thorough sound pattern penetration of city limits. Cable tv over-ride for public alerts</p> <p>Needed: City has obtained grant to add a siren for better coverage</p>	<p>Provided: Adequate volume for average hearing levels</p> <p>Needed: more sirens in pattern and alternating tones</p>	<p>Provided: n/a</p> <p>Needed: n/a</p>	<p>Provided: n/a</p> <p>Needed: annual review</p>	<p>2014</p>

City of Wayne

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

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

Incorporated - February 2, 1884



Procedures Manual for Title II of the Americans with Disabilities Act (ADA)

City of Wayne, Nebraska

May 2013

All ADA questions, inquiries, and complaints should be directed to:

Joel Hansen

City Building Inspector and ADA Coordinator

Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787

(402) 375-1733

City of Wayne Procedures Manual for Title II of the Americans with Disabilities Act (ADA)

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- II. State and Local Government Requirements under Title II
- III. ADA Basics: Statute and Regulations
- IV. City of Wayne Public Notice of ADA Compliance
- V. City Wayne Title II Grievance Procedure and Complaint Form
- VI. Auxiliary Aids and Services
- VII. General Contact Information
- VIII. ADA Facility/Program, Service, and Activity Compliance Checklists

All ADA questions, inquiries, and complaints should be directed to:

Joel Hansen

City Building Inspector and ADA Coordinator

Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787

(402) 375-1733 jhansen@cityofwayne.org

Title II of the Americans with Disabilities Act (ADA)

The Americans with Disabilities Act gives civil rights protections to individuals with disabilities similar to those provided to individuals on the basis of race, color, sex, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in employment, transportation, State and local government services, telecommunications, and in the goods and services provided by businesses.

Title II Overview

- Title II of the ADA covers the programs, activities, and services of public entities, which include any State or local government and any of its departments, agencies, special purpose district, or other instrumentalities.

- The basic mandate of Title II is that no qualified individual with a disability shall be excluded from participation, be denied benefits, services or goods, be denied access to programs or activities, or be subject to discrimination.

- Furthermore, people with disabilities must not be denied an equal opportunity to participate and benefit from programs and services. The opportunity must be equal to and as effective as the opportunity provided to others.

- In addition, governmental entities must ensure effective communication- including the provision of necessary auxiliary aids and services -so that individuals with disabilities can participate in civic life.

- The ADA uses a three-part definition of disability. To be considered a person with a disability under the ADA, an individual must meet only one part (not all three). Coverage of ADA Title II extends to all those individuals that meet the definition of disabled, which according to ADA is any person that:
 1. Has a physical or mental impairment that substantially limits one or more major life activities

2. Has a “record of” such an impairment

3. Is “regarded as” having such an impairment

a) A **physical impairment** is a physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the body systems.

b) A **mental impairment** is any mental or psychological disorder such as: Mental retardation, Organic brain syndrome, Emotional or mental illness, Specific learning disabilities.

c) A **major life activity** is an activity an average person can perform with little or no difficulty.

d) A person with a disability is considered to be qualified (for employment, participation in public programs, services, activities, etc.) if the individual meets the **essential eligibility requirements** with or without reasonable modifications, auxiliary aids and services, or removal of barriers.

State and Local Government Requirements under Title II

- May not refuse to allow a person with a disability to participate in a service, program, or activity simply because the person has a disability.
- May not require a person with a disability to participate in a program or service specifically designed for individuals with disabilities.
- Must provide programs and services in an integrated setting, unless separate or different measures are necessary to ensure equal opportunity.
- Shall operate their programs so that, when viewed in their entirety, they are readily accessible to and usable by individuals with disabilities.
- Must eliminate eligibility standards or rules that deny individuals with disabilities an equal opportunity to enjoy their services, programs, or activities unless such standards or rules are essential for the provision of the service, program, or activity.
- May not establish requirements that tend to screen out individuals with disabilities, such as requiring a driver's license as the only acceptable means of identification.
- Are required to make reasonable modifications in policies, practices, and procedures that deny equal access to individuals with disabilities, unless a fundamental alteration in the program would result.
- Must furnish auxiliary aids and services, such as alternate formats, assistive listening devices, or qualified interpreters, when necessary to ensure effective communication, unless an undue burden or fundamental alteration would result.
- May provide programs, services, and activities, beyond those required by the regulation, to individuals with disabilities, but they may not require that individuals with disabilities participate in such programs, services, and activities, rather than in those available to the general public.
- May not place special charges on individuals with disabilities to cover the costs of measures necessary to ensure nondiscriminatory treatment, such as making modifications required to provide program accessibility or providing qualified interpreters.

The ADA does not require the State or local government to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

There are circumstances under which the general requirements of ADA do not apply; these limitations are known as "defenses." However, suitable alternatives should be considered and exhausted before justification of a defense.

1. Historic preservation – Public entities are not expected to change, alter, and/or reconfigure designated historic areas, structures, or buildings in a way that would impact historic significance. However, alternative access must be pursued and implemented.
2. Undue hardship – An employer is not required to provide an accommodation if it will impose an undue hardship on the operation of its business. As defined by ADA, an undue hardship is an action that is unduly costly, extensive, substantial, or disruptive, or would fundamentally alter the nature or operation of the business.
3. Fundamental alteration – A fundamental alteration is a change that is so significant that it alters the essential nature of the goods, services, facilities, privileges, advantages, or accommodations offered.
4. Direct Threat – An employer may require, as a qualification standard, that an individual not pose a direct threat to the health or safety of himself/herself or others. Direct threat is not to be taken lightly and requires an individualized assessment of the particular individual.

Section III

ADA Basics: Statute and Regulations

The following is Chapter 1 from the *ADA Best Practices Tool Kit for State and Local Governments* from the Civil Rights Division of the U.S. Department of Justice

Source: <http://www.ada.gov/pcatoolkit/chap1toolkit.htm>

ADA Best Practices Tool Kit for State and Local Governments

Chapter 1

ADA Basics: Statute and Regulations

A. Introduction

On July 26, 1990, President George H. W. Bush signed into law the Americans with Disabilities Act (“ADA”) saying these words, “Let the shameful wall of exclusion finally come tumbling down.”¹ One of the most important civil rights law to be enacted since the Civil Rights Act of 1964, the ADA prohibits discrimination against people with disabilities.

What does the ADA mean for state and local governments in the delivery of their programs, services, and activities, as well as their employment practices? In the broadest sense, it requires that state and local governments be accessible to people with disabilities.

Accessibility is not just physical access, such as adding a ramp where steps exist. Accessibility is much more, and it requires looking at how programs, services, and activities are delivered. Are there policies or procedures that prevent someone with a disability from participating (such as a rule that says “no animals allowed,” which excludes blind people who use guide dogs)? Are there any eligibility requirements that tend to screen out people with disabilities (such as requiring people to show or have a driver’s license when driving is not required)?

Before you begin your accessibility audit, you need to understand the answers to several basic questions.

- What is the ADA, and are there any other laws or regulations I need to know about to do an accessibility evaluation?
- What is a “disability” under the ADA, and is having one enough to be covered by the ADA?
- What types of barriers are there to accessibility?
- What are states’ and local governments’ obligations under the ADA?

¹ Speech of President George H.W. Bush at the signing of the Americans with Disabilities Act of 1990, reprinted at <http://www.eeoc.gov/ada/bushspeech.html>.

B. The Legal Landscape

Before looking at the individual parts of the ADA, it’s best to look at the whole picture. Having an overview of the laws, regulations, and other legal requirements helps to put everything in context.

The Rehabilitation Act of 1973

Broader than any disability law that came before it, Section 504 of the Rehabilitation Act made it illegal for the federal government, federal contractors, and any entity receiving federal financial assistance to discriminate on the basis of disability.² Section 504 obligates state and local governments to ensure that persons with disabilities have equal access to any programs, services, or activities receiving federal financial assistance. Covered entities also are required to ensure that their employment practices do not discriminate on the basis of disability.

The Americans with Disabilities Act of 1990

The ADA is built upon the foundation laid by Section 504 of the Rehabilitation Act. It uses as its model Section 504's definition of disability and then goes further. While Section 504 applies only to entities receiving federal financial assistance, the ADA covers all state and local governments, including those that receive no federal financial assistance. The ADA also applies to private businesses that meet the ADA's definition of "public accommodation" (restaurants, hotels, movie theaters, and doctors' offices are just a few examples), commercial facilities (such as office buildings, factories, and warehouses), and many private employers.

While the ADA has five separate titles, Title II is the section specifically applicable to "public entities" (state and local governments) and the programs, services, and activities they deliver. The Department of Justice ("DOJ" or the "Department"), through its Civil Rights Division, is the key agency responsible for enforcing Title II and for coordinating other federal agencies' enforcement activities under Title II.

In addition, the Department has the ability to enforce the employment provisions of Title I of the ADA as they pertain to state and local government employees. DOJ is the only federal entity with the authority to initiate ADA litigation against state and local governments for employment violations under Title I of the ADA and for all violations under Title II of the ADA.

² Rehabilitation Act of 1973 § 104, 29 U.S.C. § 794 (2006).

Some Helpful Tools

The Department's Title II regulations for state and local governments are found at Title 28, Code of Federal Regulations, Part 35 (abbreviated as 28 CFR pt. 35). The ADA Standards for Accessible Design are located in Appendix A of Title 28, Code of Federal Regulations, Part 36 (abbreviated as 28 CFR pt. 36 app. A). Those regulations, the statute, and many helpful technical assistance documents are located on the ADA Home Page at www.ada.gov and on the ADA technical assistance CD-ROM available without cost from the toll-free ADA Information Line at 1-800-514-0301 (voice) and 1-800-514-0383 (TTY).

The ADA Standards for Accessible Design (the ADA Standards)

The ADA Standards for Accessible Design, or the "ADA Standards," refer to the requirements necessary to make a building or other facility architecturally (physically) accessible to people with disabilities. The ADA Standards identify what features need to be accessible, set forth the number of those features that need to be made accessible, and then provide the specific measurements, dimensions and other technical information needed to make the feature accessible.

Caution: You may hear the acronym ADAAG used to refer to the ADA Standards. ADAAG stands for the Americans with Disabilities Act Accessibility Guidelines, which are issued by the United States Architectural and Transportation Barriers Compliance Board (called the "Access Board" for short). ADAAG is not the same as the ADA Standards. The Department's regulations must be consistent with the ADAAG, but the ADAAG contains guidelines, not enforceable

standards.

Uniform Federal Accessibility Guidelines (UFAS)

These are the architectural standards originally developed for facilities covered by the Architectural Barriers Act, a law that applies to buildings designed, built, altered or leased by the federal government. They also are used to satisfy compliance in new or altered construction under Section 504. State and local governments have the option to use UFAS or the ADA Standards to meet their obligations under Title II of the ADA. However, if states and local governments choose to use the ADA Standards, the elevator exemption contained in the ADA Standards may not be used³. Also, only one set of standards may be used for any particular building. In other words, you cannot pick and choose between UFAS and the ADA Standards as you design or alter a building. DOJ also uses UFAS for certain special-use facilities when the ADA Standards have no scoping or technical provisions, such as for prisons and jails. A downloadable copy of UFAS can be found at <http://www.access-board.gov/ufas/ufas.pdf> and a searchable copy can be found at <http://www.access-board.gov/ufas/ufas-html/ufas.htm>. Technical assistance on UFAS is available from the U.S. Access Board at 1-800-872-2253 (voice) or 1-800-993-2822 (TTY) or TA@access-board.gov.

Did You Know? When discussing architectural standards, two terms are often used: “scoping” and “technical provisions.”

“Scoping” tells you where and how many accessible elements or features are required under the ADA Standards. “Technical provisions” give you the components, dimensions and installation details of the accessible elements.

For Example. Section 4.1.3(7) of the ADA Standards tells you generally about doors in new construction. There are four different scoping requirements that tell you the percentage or absolute number of which of the following types of doors must be accessible: doors going into a building, doors within a building, doors that are part of an accessible route, and doors as part of egress (i.e., exits for fire and life-safety purposes). Section 4.13 of the ADA Standards tells you the technical provisions for doors that are specific requirements, such as the required clear passage width of a doorway.

³ The elevator exemption, which only applies to non-governmental entities, states that elevators are not required in certain specified facilities. 28 C.F.R. pt. 36 app. A § 4.1.3(5).

C. ADA Fundamentals

The cornerstone of Title II of the ADA is this: no qualified person with a disability may be excluded from participating in, or denied the benefits of, the programs, services, and activities provided by state and local governments because of a disability.⁴ One simple sentence, but it has many words, phrases and ideas to understand.

1. Who is Covered?

Not everyone is covered under the ADA. There are certain basic requirements that must be met in order to be protected. The first and most obvious requirement is that a person must have a disability.

a. Disability Defined

The ADA defines disability as a mental or physical impairment that substantially limits one or more major life activities.⁵ ADA protection extends not only to individuals who currently have a disability, but to those with a record of

a mental or physical impairment that substantially limits one or more major life activities, or who are perceived or regarded as having a mental or physical impairment that substantially limits one or more major life activities.⁶

Three things to ask yourself when determining whether an individual has a disability *for purposes of the ADA* are:

One: Does the individual have an impairment?

A *physical* impairment is a physiological disorder or condition, cosmetic disfigurement or anatomical loss impacting one or more body systems.⁷ Examples of body systems include neurological, musculoskeletal (the system of muscles and bones), respiratory, cardiovascular, digestive, lymphatic and endocrine.⁸

A *mental* impairment is a mental or psychological disorder.⁹ Examples include mental retardation, emotional or mental illness, and organic brain syndrome.¹⁰

The Department's regulations also list other impairments, including contagious and noncontagious diseases; orthopedic, vision, speech and hearing impairments; cerebral palsy; epilepsy; muscular dystrophy; multiple sclerosis; cancer; heart disease; diabetes; specific learning disabilities; HIV disease (with or without symptoms), tuberculosis, drug addiction, and alcoholism.¹¹

Two: Does the impairment limit any major life activities?

An impairment cannot be a disability unless it limits something, and that something is one or more major life activities. A major life activity is an activity that is central to daily life.¹² According to the Department's regulations, major life activities include walking, seeing, hearing, breathing, caring for oneself, sitting, standing, lifting, learning, thinking, working,¹³ and performing manual tasks that are central to daily life.¹⁴ The Supreme Court has also decided that reproduction is a major life activity.¹⁵ This is not a complete list. Other activities may also qualify, but they need to be activities that are important to most people's lives.

Three: Is the limitation on any major life activity substantial?

Not only must a person have an impairment that limits one or more major life activities, but the limitation of at least one major life activity must be "substantial." An impairment "substantially limits" a major life activity if the person cannot perform a major life activity the way an average person in the general population can, or is significantly restricted in the condition, manner or duration of doing so. An impairment is "substantially limiting" under the ADA if the limitation is "severe," "significant," "considerable," or "to a large degree."¹⁶ The ADA protects people with serious, long-term conditions. It does not protect people with minor, short-term conditions.

Here are some things to think about when trying to decide if an impairment is substantially limiting:

- What kind of impairment is involved?
- How severe is it?
- How long will the impairment last, or how long is it expected to last?
- What is the impact of the impairment?
- How do mitigating measures, such as eyeglasses and blood pressure medication, impact the impairment? The Supreme Court has ruled that, if an impairment does not substantially limit one or more major life activities because of a mitigating measure an individual is using, the impairment may not qualify as a disability.¹⁷ Remember, however, that mitigating measures such as blood pressure medication may sometimes impose limitations on major life activities, and those must be considered as well.

⁴ 42 U.S.C. § 12132; 42 U.S.C. § 12102(2)(B) & (C).

⁵ 42 U.S.C. § 12202(2)(A).

⁶ 42 U.S.C. § 12102(2)(B) & (C).

⁷ 28 C.F.R. § 35.104(1)(i)(A).

⁸ 28 C.F.R. § 35.104(1)(i)(A).

⁹ 28 C.F.R. § 35.104(1)(i)(B).

¹⁰ 28 C.F.R. § 35.104(1)(i)(B).

¹¹ 28 C.F.R. § 35.104(1)(ii).

¹² *Toyota Motor Mfg., Kentucky, Inc. v. Williams*, 534 U.S. 184 (2002).

¹³ *Bragdon v. Abbott*, 524 U.S. 624, 638-49 (1999). The Supreme Court has questioned whether “working” is a major life activity. However, “working” is identified as a major life activity under the regulation for Title II of the ADA, 28 C.F.R. § 35.104, and the regulation for Title I of the ADA, 29 C.F.R. § 1630.2(l).

¹⁴ *Toyota*, 534 U.S. 184.

¹⁵ *Bragdon v. Abbott*, 524 U.S. 624 (1988).

¹⁶ *Toyota*, 534 U.S. 184.

¹⁷ *Sutton v. United Airlines, Inc.*, 527 U.S. 471 (1999).

Example: Broken Arm – Under ordinary circumstances, a person with a broken arm is not covered by the ADA. Although a broken arm is an impairment, it is usually temporary and of short duration. Consequently, a broken arm is not considered to be substantially limiting in most circumstances.

Does a person with depression have a disability under the ADA?

You might think the answer would be “no” because depression does not seem to substantially limit any specific major life activity. However, someone who has had major depression for more than a few months may be intensely sad and socially withdrawn, have developed serious insomnia, and have severe problems concentrating. This person has an impairment (major depression) that significantly restricts his ability to interact with others, sleep, and concentrate. The effects of this impairment are severe and have lasted long enough to be substantially limiting.

b. A Qualified Person with a Disability

Having an impairment that substantially limits a major life activity may mean that a person has a disability, but that alone still does not mean that individual is entitled to protection under the ADA. A person with a disability must also qualify for protection under the ADA. A “qualified individual with a disability” is someone who meets the essential eligibility requirements for a program, service or activity **with or without** (1) reasonable modifications to rules, policies, or procedures; (2) removal of physical and communication barriers; and (3) providing auxiliary aids or services for effective communications.¹⁸

Essential eligibility requirements can include minimum age limits or height requirements (such as the age at which a person can first legally drive a car or height requirements to ride a particular roller coaster at a county fair). Because there are so many different situations, it is hard to define this term other than by examples. In some cases, the only essential eligibility requirement may be the desire to participate in the program, service, or activity.

What happens if an individual with a disability does not meet the eligibility requirements? In that case, you will have to

look further to determine if the person with the disability is entitled to protection under the ADA. When a person with a disability is not qualified to participate or enjoy a program, service, or activity under Title II, there may be ways to enable the individual to participate, including, for example:

- Making a reasonable modification to the rule, policy, or procedure that is preventing the individual from meeting the requirements,
- Providing effective communication by providing auxiliary aids or services, or
- Removing any architectural barriers.

¹⁸ 28 C.F.R. § 35.105

Reasonable Modification

Public entities must reasonably modify their rules, policies, and procedures to avoid discriminating against people with disabilities.¹⁹ Requiring a driver's license as proof of identity is a policy that would be discriminatory since there are individuals whose disability makes it impossible for them to obtain a driver's license. In that case it would be a reasonable modification to accept another type of government-issued I.D. card as proof of identification.

Examples of Reasonable Modifications

- Granting a zoning variance to allow a ramp to be built inside a set-back.
- Permitting a personal attendant to help a person with a disability to use a public restroom designated for the opposite gender.
- Permitting a service animal in a place where animals are typically not allowed, such as a cafeteria or a courtroom.

Are there times when a modification to rules, policies and procedures would not be required? Yes, when providing the modification would fundamentally alter the nature of the program, service, or activity.

A fundamental alteration is a change to such a degree that the original program, service, or activity is no longer the same. For example, a city sponsors college-level classes that may be used toward a college degree. To be eligible to enroll, an individual must have either a high school diploma or a General Educational Development certificate ("G.E.D"). If someone lacks a diploma or G.E.D. because of a cognitive disability, would the city have to modify the policy of requiring a high school diploma or G.E.D.? Probably not. Modifying the rule would change the class from college level to something less than college level and would fundamentally alter the original nature of the class.

¹⁹ 28 C.F.R. § 35.130(b)(7).

Effective Communication

People with disabilities cannot participate in government-sponsored programs, services, or activities if they cannot

understand what is being communicated. What good would it do for a deaf person to attend a city council meeting to hear the debate on a proposed law if there was no qualified sign language interpreter or real-time captioning (that is, a caption of what is being said immediately after the person says it)? The same result occurs when a blind patron attempts to access the internet on a computer at a county's public library when the computer is not equipped with screen reader or text enlargement software. Providing effective communication means offering auxiliary aids and services to enable someone with a disability to participate in the program, service, or activity.

Types of Auxiliary Aids and Services

There are a variety of auxiliary aids and services. Here are a few examples.

- **For individuals who are deaf or hard of hearing:** qualified sign-language and oral interpreters, note takers, computer-aided transcription services, written materials, telephone headset amplifiers, assistive listening systems, telephones compatible with hearing aids, open and closed captioning, videotext displays, and TTYs (teletypewriters).
- **For individuals with who are blind or have low vision:** qualified readers, taped texts, Braille materials, large print materials, materials in electronic format on compact discs or in emails, and audio recordings.
- **For individuals with speech impairments:** TTYs, computer stations, speech synthesizers, and communications boards.

Persons with disabilities should have the opportunity to request an auxiliary aid, and you should give 'primary consideration' to the aid requested. Primary consideration means that the aid requested should be supplied unless: (1) you can show that there is an equally effective way to communicate; or (2) the aid requested would fundamentally alter the nature of the program, service, or activity.

Example: A person who became deaf late in life is not fluent in sign language. To participate in her defense of criminal charges, she requests real time computer-aided transcription services. Instead, the court provides a qualified sign language interpreter. Is this effective? No. Providing a sign language interpreter to someone who does not use sign language is not effective communication.

The Cost of Doing Business

The expense of making a program, service, or activity accessible or providing a reasonable modification or auxiliary aid may not be charged to a person with a disability requesting the accommodation.²⁰

Example: What if a person asks for a sign language interpreter at a city council meeting? The cost may not be passed along to the person requesting that accommodation.

²⁰ 28 C.F.R. § 35.130(f).

Examples of Barriers to Accessibility

Architectural

- A building has just one entrance that is up a flight of stairs and has no ramp.
- The door to the only public restroom in a building is 28 inches wide.

Policies and Procedures

- Requiring a driver's license to obtain a library card from the public library.
- A "No Animals" rule (without an exception for service animals) to enter a pie baking booth at a county fair.

Effective Communication

- No assistive listening system for public meetings by a City Council.
- A state's website that cannot be accessed by blind people using screen reader software or those with low vision using text enlargement software.

A Final Word: Every disability is a disability of one. While some people with a particular disability may not be able to perform a certain task or participate in a particular program, service, or activity, others may be able to do so.

Example: Some people with severely impaired vision can drive safely so long as they use specially prescribed optical aids.

One Man's Ability – and Disability

Jim Abbott played professional baseball. He was the 15th player to ever debut in the major leagues (and never play in the minor leagues) and had a 3.92 earned run average in his rookie year. Jim Abbott was born with one hand. If his home town had applied a blanket requirement that all little league players must have two hands, Jim Abbott might not have had the chance to develop into the professional athlete that he became.

The key to making correct decisions is an individualized assessment. Avoid blanket exclusions, and evaluate each person based on his or her own abilities.

2. What is Covered?

Programs, Services, and Activities

Public entities may provide a wide range of programs, services, and activities. Police, fire, corrections, and courts are services offered by public entities. Administrative duties such as tax assessment or tax collection are services. Places

people go such as parks, polling places, stadiums, and sidewalks are covered. These are just some examples (and by no means a complete list) of the types of programs, services, and activities typically offered by state and local governments.

Integrated Setting

One of the main goals of the ADA is to provide people with disabilities the opportunity to participate in the mainstream of American society. Commonly known as the “integration mandate,” public entities must make their programs, services, and activities accessible to qualified people with disabilities in the most integrated way appropriate to their needs.²¹

Separate or special activities are permitted under Title II of the ADA to ensure that people with disabilities receive an equal opportunity to benefit from your government’s programs, services, or activities.²² However, even if a separate program is offered to people with disabilities or people with one kind of disability, a public entity cannot deny a person with a disability access to the regular program. Under the ADA, people with disabilities get to decide which program they want to participate in, even if the public entity does not think the individual will benefit from the regular program.²³

Example: A county may run a summer program for kids with disabilities in June and kids without disabilities in July. The county must allow kids with disabilities to attend either session.

²¹ 28 C.F.R. § 35.130(d).

²² 28 C.F.R. § 35.130(b)(1)(iv).

²³ 28 C.F.R. § 35.130(b)(2).

3. When Was it Built? Why Does it Matter?

The ADA treats facilities that were built before it went into effect differently from those built or renovated afterwards. **The key date to remember is January 26, 1992**, when Title II’s accessibility requirements for new construction and alterations took effect.²⁴

Before January 26, 1992

Facilities built before January 26, 1992, are referred to as “pre-ADA” facilities.²⁵ If there is an architectural barrier to accessibility in a pre-ADA facility, you may remove the barrier using the ADA Standards for Accessible Design or UFAS as a guide, or you may choose to make the program, service, or activity located in the building accessible by providing “program access.”²⁶ Program access allows you to move the program to an accessible location, or use some way other than making all architectural changes to make the program, service, or activity readily accessible to and usable by individuals with disabilities.

Example: A small town with few public buildings operates a museum featuring the history of the area. The museum is in a two story building built in 1970, which has no elevator. The town may either install an elevator or find other ways to make the exhibits accessible to people with mobility disabilities. One program access solution in this case might be to make a video of the second floor exhibits for people to watch on the first floor.

There are many ways to make a program, service, or activity accessible other than through architectural modifications. Keep in mind, however, that sometimes making architectural changes is the best solution financially or administratively, or because it furthers the ADA's goal of integration.

²⁴ 28 C.F.R. § 35.151.

²⁵ 28 C.F.R. §§ 35.150 - 35.151.

²⁶ 28 C.F.R. § 35.150.

After January 26, 1992

Any facility built or altered after January 26, 1992, must be “readily accessible to and usable by” persons with disabilities.²⁷ For ADA compliance purposes, any facility where construction commenced after January 26, 1992 is considered “new,” “newly constructed,” or “post-ADA.” “Readily accessible to and usable by” means that the new or altered building must be built in strict compliance with either the ADA Standards for Accessible Design or UFAS.

Altering (renovating) a building means making a change in the usability of the altered item. Examples of changes in usability include: changing a low pile carpet to a thick pile carpet, moving walls, installing new toilets, or adding more parking spaces to a parking lot. Any state or local government facility that was altered after January 26, 1992 was required to be altered in compliance with the ADA Standards or UFAS.

When part of a building has been altered, the alterations must be made in strict compliance with architectural standards, including creating an accessible path of travel to the altered area.

Example: A county renovates a section of an administrative building. That renovated section must be altered in compliance with the ADA Standards or UFAS. In addition, the route from the accessible entrance of the building to the renovated section must be made accessible to people with disabilities. Features along the route, such as toilet rooms and water fountains, need to be made accessible as well.

Of course, it is possible for a pre-ADA building (i.e., built before 1992) to have altered elements. In that case, the public entity can provide program access for the programs housed in the non-altered portion of the building by making them available in the parts of the building that have been altered.

New and altered facilities must be built in compliance with the ADA Standards or UFAS regardless of what, if any, programs are located in them. Even if new or altered facilities are not open to the public, they must be accessible to people with disabilities.

²⁷ 28 C.F.R. § 35.151.

4. Enforcement and Remedies

An individual or a specific class of individuals or their representative alleging discrimination on the basis of disability by a state or local government may either file –

- (1) an administrative complaint with the Department of Justice or another appropriate federal agency; or
- (2) a lawsuit in federal district court.

If an individual files an administrative complaint, the Department of Justice or another federal agency may investigate the allegations of discrimination. Should the agency conclude that the public entity violated Title II of the ADA, it will attempt to negotiate a settlement with the public entity to remedy the violations. If settlement efforts fail, the agency that investigated the complaint may pursue administrative relief or refer the matter to the Department of Justice. The Department of Justice will determine whether to file a lawsuit against a public entity to enforce Title II of the ADA.

Potential remedies (both for negotiated settlements with the Department of Justice and court-ordered settlements when the Department of Justice files a lawsuit) include:

- injunctive relief to enforce the ADA (such as requiring that a public entity make modifications so a building is in full compliance with the ADA Standards for Accessible Design or requiring that a public entity modify or make exceptions to a policy);
- compensatory damages for victims; and/or
- back pay in cases of employment discrimination by state or local governments.

In cases where there is federal funding, fund termination is also an enforcement option that federal agencies may pursue.

[ADA Tool Kit for State and Local Governments](#)

Last updated: October 09, 2008

City of Wayne Public Notice of ADA Compliance

Public agencies are required to provide information about their ADA-related responsibilities to all interested persons. Agencies must also provide notice to individuals with disabilities about the ADA's prohibition against discrimination and their rights under the law.

Agencies can and should disseminate information about their disability accommodation processes, including the name of the ADA Coordinator and contact information, in several ways:

- Provide information through newspaper advertisements, newspaper legal notices, city websites, and radio and/or captioned television public service announcements.
- Notices should also be posted at all program/meeting sites, presented in program handbooks, announced at program, service or activity meetings, and included in regular agency mailings.
- Information about disability accommodations procedures should also be included with applications for programs and services, as well as with applications for employment.
- All notices must be made available in alternative formats when requested.

City of Wayne Notice Under the Americans with Disabilities Act

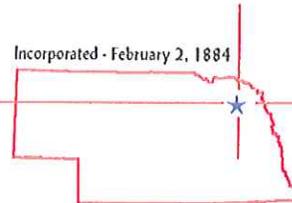
The following page is the City of Wayne's Notice of Compliance pertaining to the rules, regulations, and requirements under the ADA.

The following page is intended for use as public information on the City of Wayne's ADA compliance efforts. It can and should be photo-copied, posted, and/or distributed as appropriate to fulfill the notice requirements of ADA.

City of Wayne

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Wayne, Nebraska 68787

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



Notice Under The Americans With Disabilities Act

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Wayne will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The City of Wayne does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The City of Wayne will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of Wayne's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City of Wayne will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Wayne offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Wayne, should contact **Joel J. Hansen, Building Inspector and ADA Coordinator, Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787, (402) 375-1733, jhansen@cityofwayne.org** as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City of Wayne to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Wayne is not accessible to persons with disabilities should be directed to: **Joel J. Hansen, City Building Inspector and ADA Coordinator, Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787, (402) 375-1733, jhansen@cityofwayne.org.**

The City of Wayne will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Effective as of 6/1/2013

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



Equal Housing Opportunity

City of Wayne Grievance Procedure Under the Americans with Disabilities Act

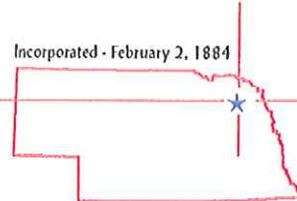
The following page is the City of Wayne's Grievance Procedure pertaining to the rules, regulations, and requirements under the ADA.

The following page is intended for use as public information on the City of Wayne's ADA compliance efforts. It can and should be photo-copied, posted, and/or distributed as appropriate to fulfill the notice requirements of ADA.

City of Wayne

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

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



Grievance Procedure under the Americans with Disabilities Act

This Grievance Procedure is established to meet the requirement of the Americans with Disabilities Act of 1990 (“ADA”). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Wayne. The City of Wayne’s Personnel Policy governs employment related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternate means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than **60** calendar days after the alleged violation to:

Joel J. Hansen

Building Inspector and ADA Coordinator

Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787

(402) 375-1733 jhansen@cityofwayne.org

Within **15** calendar days after receipt of the complaint, the ADA Coordinator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within **15** calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Wayne and offer opinions for substantive resolution of the complaint.

If the response by the ADA Coordinator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within **15** calendar days after receipt of the response to the City Administrator or his/her designee.

Within **15** calendar days after receipt of the appeal, the City Administrator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within **15** calendar days after the meeting, the City Administrator or his/her designee will respond in writing, and where appropriate in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or his/her designee appeals to the City Administrator or his/her designee, and responses from these two offices will be retained by the City of Wayne for at least three years.

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



Equal Housing Opportunity

City of Wayne Discrimination Complaint Form

Under the Americans with Disabilities Act

The following page is the City of Wayne's Discrimination Complaint Form pertaining to the rules, regulations, and requirements under the ADA.

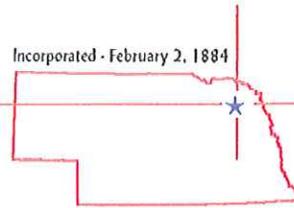
The following page is intended for use as public information on the City of Wayne's ADA compliance efforts. It can and should be photo-copied, posted, and/or distributed as appropriate to fulfill the notice requirements of ADA.

City of Wayne

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

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

Incorporated - February 2, 1884



Title II of the Americans with Disabilities Act Discrimination Complaint Form

Instructions: Please fill out this form completely. Sign and return to the address on page 2.

Complainant:

Address:

City, State, and Zip Code:

Telephone: Home:

Mobile:

Business:

Person Discriminated Against:
(If other than the complainant)

Address:

City, State, and Zip Code:

Telephone: Home:

Mobile:

Business:

Page 1

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College

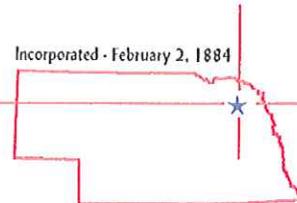


Equal Housing Opportunity

City of Wayne

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

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



When did the discrimination occur? (Date and approximate time)

Where did the discrimination occur?

Describe the act(s) of discrimination (attach additional pages if necessary):

Have any additional efforts been made by you regarding this complaint? Yes No

If yes, what?

Signature: _____

Date: _____

Please return this completed form to:

Joel J. Hansen

Building Inspector and ADA Coordinator

Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787

(402) 375-1733 jhansen@cityofwayne.org

Page 2

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



Equal Housing Opportunity

Auxiliary Aids and Services

Under the Americans with Disabilities Act (ADA), State and local governments must ensure effective communication with individuals with disabilities. Public entities are required to provide appropriate auxiliary aids and services, where necessary, to ensure that communications (such as all public information, discourse, and/or announcements) with individuals with disabilities are as effective as communications with others. Auxiliary aids and services include: Braille, large print formats, assistive listening devices (ALS), TTY/TDD access, closed captioning, interactive software for various disabilities, website accessibility implements, interpreters, readers, service animals, etc.

When selecting an auxiliary aid or service, a public entity should:

- Give primary consideration to the aid or service preferred by the individual because that individual is usually best able to identify the communication barriers that hamper participation.
- Allow people the opportunity to use their own assistive technology products to achieve effective communication.
- Consider the context in which the communication is taking place and its importance.

A public entity is not required to provide:

- The requested aid or service if there is another equally effective means of communication available; however, it must give primary consideration to the aid or service preferred by the individual.
- Auxiliary aids that would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. However, public entities must still furnish another auxiliary aid, if available, that does not result in a fundamental alteration or undue burden.

To find local providers of specific auxiliary aids and services contact:

Nebraska Commission for the Blind and Visually Impaired

4600 Valley Road

Suite 100

Lincoln, NE 68510-4844

Phone: (402) 471-2891

Toll-free: (877) 809-2419

Fax: (402) 471-3009

<http://www.ncbvi.ne.gov/>

Nebraska Commission for the Deaf and Hard of Hearing

Omaha Office

1313 Farnam On-The-Mall

Omaha, NE 68102-1836

Phone: (402) 595-3991 v/tty

Fax: (402) 595-2509

Toll Free: 1-877-248-7836 v/tty

E-mail Address: ncdhh.omaha@nebraska.gov

<http://www.ncdhh.ne.gov/>

Nebraska Department of Health and Human Services

Eastern Service Area

Barry DeJong - Administrator

1313 Farnam

Omaha, NE 68102

Phone: (402) 595-2880

Lincoln Office

301 Centennial Mall South

P.O. Box 95206

Lincoln, NE 68509-5026

Phone: (402) 471-3121

<http://www.dhhs.ne.gov/>

General Contact Information

ADA Information Line: 1-800-514-0301

Office on the Americans with Disabilities Act
Civil Rights Division/ U.S. Department of Justice
P.O. Box 66118
Washington, D.C. 20035-6118

www.ada.gov

DBTAC-Great Plains ADA Center

Richard Sternadori
3119 Euclid Avenue
Sioux City, IA 51105
(712) 274-5940
1-800-949-4232 ext 227 (Toll-free for IA, KS, MO & NE)
573-882-3600 (V/TTY)
FAX: 573-884-4925
SternadoriR@missouri.edu
www.adaproject.org

Nebraska Relay Service: Dial 711

The Nebraska Relay Service (NRS) provides the vital link for effective telephone communication between people who use a TTY/TDD and those who use a standard telephone.

All ADA questions, inquiries, and complaints should be directed to:

Joel Hansen

City Building Inspector and ADA Coordinator

Wayne City Hall, 306 Pearl Street, Wayne, Nebraska 68787

(402) 375-1733

ADA Facility/Program, Service, and Activity Compliance Checklists

The following pages are the City of Wayne's ADA Facility/Program, Service, and Activity Compliance Checklists pertaining to the rules, regulations, and requirements under the ADA.

The following section is intended for use as a component of the City of Wayne's ADA compliance efforts. In addition, this section can and should be used to keep completed and current departmental compliance checklists.

ADA Title II Checklist for Program, Service, and Activity Accessibility

This checklist is designed as a tool in a quick appraisal of potential problem areas for accessibility. State and local government agencies can use this checklist to make sure that program, service, and activity audits have found all problem areas. Completion of these items will not achieve compliance with ADA. The checklist will, however, identify barriers which deny individuals with disabilities an opportunity to participate in and benefit from programs, services, and activities of a state agency.

Provide the following information:

1. Identify the program, service, or activity your department provides:

2. A brief description of the program, service, or activity:

3. The physical location(s) where the program, service, or activity is provided:

4. Any eligibility criteria, expressly stated or assumed, for the program, service, or activity:

5. Based on your own assessment and knowledge of the identified program, service, or activity, are there any accessibility concerns (physical and/or non-physical) for individuals with disabilities?

YES NO

If yes, explain:

By signing this document, I acknowledge that I have received, reviewed, and understand the ADA Title II requirements and procedures as outlined in the *City of Wayne Procedures Manual for Title II of the Americans with Disabilities Act (ADA)*.

Date: _____

Signature _____

Signature _____

Title of Signee _____

City Administrator

ADA Title II Checklist for Facility Accessibility

This checklist is designed as a tool in a quick appraisal of potential problem areas for accessibility. State and local government agencies can use this checklist to make sure that facilities audits have found all problem areas. Completion of these items will not achieve compliance with ADA or state and local barrier-free design standards. The checklist will, however, identify facility barriers which deny individuals with disabilities an opportunity to participate in and benefit from programs, services, and activities of a state agency.

Building Access

YES NO

Are 96" wide parking spaces designated with a 60" aisle?

Are parking spaces near main building entrance?

Is there a "drop off" zone at building entrance?

Is the gradient from parking to building entrance 1:12 or less?

Is the entrance doorway at least 32 inches?

Is door handle (lever handles) easy to grasp?

Is door easy to open (less than 8 lbs. pressure)?

Are other than revolving doors available?

Building Corridors

YES NO

Is path of travel free of obstruction and wide enough for a wheelchair?

Is floor surface firm, level and not slippery?

Do obstacles (phone, fountains) protrude no more than 4 inches?

Are elevators controls low enough (54") to be reached from a wheelchair?

Are elevator markings in Braille and raised letters for the blind?

Does elevator provide audible signals for the blind?

Does elevator interior provide a turning area of 51" for wheelchairs?

Restrooms

- | YES | NO | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Are restrooms near building entrance/personnel? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do doors have lever handles? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are doors at least 32" wide? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is restroom large enough for wheelchair turnaround (60" minimum)? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are stall doors at least 32" wide? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are grab bars provided in toilet stalls? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are sinks and counters at least 30" high with room for a wheelchair to roll under? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are sink handles easily reached and used? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are soap dispensers, towels, no more than 48" from floor? |

Personnel Office

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Are doors at least 32" wide? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the door easy to open? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is the threshold no more than 1/2" high? |
| <input type="checkbox"/> | <input type="checkbox"/> | Is path of travel between desks/tables wide enough for wheelchairs? |

Date: _____

Inspected by:

Approved by:

Signature: _____

Signature: _____

City Building Inspector and ADA Coordinator

City Administrator

RESOLUTION 2013-56

A RESOLUTION ADOPTING RAIN SENSOR REBATE PROGRAM.

WHEREAS, the City of Wayne has adopted a Wellhead Protection Plan to provide base level information and tracking of changes in water quantity and quality in the Wellhead Protection Areas; and

WHEREAS the best use of groundwater is an important goal of wellhead protection for all uses of the aquifer; and

WHEREAS, over-watering of turf is wasteful of the groundwater even when there is an adequate supply.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City of Wayne will initiate a one-year Rain Sensor Rebate trial period for property owners with automatic lawn sprinkler systems on the municipal water system that will provide a \$75 incentive to install and operate an automatic rain sensor system. The purpose of the rain sensor system would be to sense the amount of rain received and cut out the pre-set automatic watering cycles following that rain to avoid excessive watering.

PASSED AND APPROVED this 4th day of June, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RAIN SENSOR REBATE PROGRAM

If you have an automatic lawn irrigation system, the City of Wayne (COW) water department encourages you to retrofit a rain sensor into the existing irrigation system. The COW offers rebates to help offset your costs to install a sensor. A rain sensor can significantly reduce the amount of water used to irrigate your lawn since it prevents your sprinklers from operating when a quarter-inch or more rainfall occurs. New systems with a rain sensor installed are also eligible.

What is a rainfall sensor?

A rainfall sensor is a device that turns off an automatic lawn sprinkler system when it rains. It prevents needless watering since Mother Nature has already taken care of the task. The sensor can significantly reduce your usage of water and therefore help to lower your monthly water bill.

A rainfall sensor is an electric switch connected to the lawn sprinkler control panel or timer. The sensor is placed outdoors where it accumulates moisture from rainfall. A certain amount of rainfall (1/4" or less) disconnects the electric circuit that allows normal operation of the system. The system will then operate on the next scheduled cycle should other rainfall not occur.

Rainfall sensors are available for purchase at a variety of retail outlets or from lawn sprinkler installation companies. Rainfall sensors can be installed by do-it-yourselfers or by irrigation professionals. Installation charges may vary, depending on the age of the irrigation system.

Underground Sprinkler Rain Sensor Rebate Program

Qualified rain shut-off devices, also called rain sensors, can either be wired to or communicate wirelessly with a lawn irrigation system controller. Once a specified amount of rain has fallen (1/4" or less), the sensor prevents the system from operating until the next scheduled irrigation cycle. In water systems with similar programs, on average from 5-7.5% less water is used when rain sensors are employed.

Eligibility

- Participants must be retail water customers of the COW.
- The participant's account must be current and non-delinquent.
- All rain sensor equipment must be installed in the COW water department service area.

Requirements

- Limit of one rebate per household.
- Installation of qualifying device(s) must have taken place after June 1, 2013.
- Incomplete rebate applications and those lacking a copy of purchase receipts will be denied.
- Installations are subject to inspection by a representative of the COW.
- Sensors must be set to not operate if 1/4" or more of precipitation occurs.

Rebate Amounts

For the first sensor installed (most residential systems will only need one) up to \$75 is available as a rebate. If a customer self installs a qualifying device, the rebate amount will match the invoice amount for the actual rain sensor cost but will not exceed \$75.

On some commercial, or larger residential systems, more than one sensor may be required. After the initial rebate amount (\$75), for each additional device required a rebate amount of \$35 will be made, up to a maximum of nine additional devices.

How to Apply for a Rebate

- Customer purchases and has installed a qualifying rain sensor device.
- Customer completes an application form for the rebate.
- Customer returns completed application form and a copy of a legible purchase receipt to the COW. Purchase receipt must include the customer's full name and address, date of purchase, purchase price, equipment make and model numbers.
- COW staff receives, reviews and inspects the application and installation.
- Upon approval, rebate amount is sent directly to the customer that applies for the rebate.

Effective Lawn Watering Tips

Early morning is the best time to water a lawn. When watering is done early in the day, more of the moisture is absorbed into the lawn.

As the sun rises, so does the temperature. After 10 a.m. moisture is actually taken from a lawn through evaporation. Time and money can both be saved by watering as close to daybreak as possible.



52	10" RETAINER GLAND	6	EACH	100.00	0	\$0.00
53	8" RETAINER GLAND	44	EACH	60.00	8	\$360.00
54	6" RETAINER GLAND	8	EACH	45.00	1	\$45.00
55	4" RETAINER GLAND	12	EACH	35.00	0	\$0.00
56	CUT AND TIE TO EXISTING WATER MAIN	6	EACH	250.00	1	\$250.00
57	1" POLYETHYLENE WATER SERVICE LINE	57	EACH	15.00	0	\$0.00
58	CURB AND CORP STOP	7	EACH	750.00	0	\$0.00
59	TEMPORARY FIRE HYDRANT	1	EACH	500.00	0	\$0.00
60	14" RCP CLASS 3 STORM SEWER W/ BEDDING	6	LF	85.00	0	\$0.00
61	30" RCP CLASS 3 STORM SEWER W/ BEDDING	62	LF	62.00	0	\$0.00
62	24" RCP CLASS 5 STORM SEWER W/ BEDDING	25	LF	49.00	0	\$0.00
63	18" RCP CLASS 3 STORM SEWER W/ BEDDING	66	LF	41.00	0	\$0.00
64	7'x11' TYPE S DROP INLET	1	EACH	15,000.00	0	\$0.00
65	4'x11' TYPE S DROP INLET	2	EACH	10,000.00	0	\$0.00
66	4'x8' TYPE S DROP INLET	3	EACH	6,500.00	0	\$0.00
67	2'x3' TYPE B DROP INLET	1	EACH	2,500.00	0	\$0.00
68	3'x4' TYPE C DROP INLET	1	EACH	4,500.00	0	\$0.00
69	CONNECT TO EXISTING 48" STORM SEWER PIPE	1	EACH	500.00	0	\$0.00
70	CONNECT DOWNSPOUTS TO NE DROP INLET	1	EACH	250.00	0	\$0.00
71	HYDRO-SEEDING	1	LS	6,200.00	0	\$0.00
72	EROSION CONTROL BLANKET	1031	SY	1.36	0	\$0.00
73	CURB INLET PROTECTION	100	LF	0.75	50	\$47.50
74	FABRIC SILT FENCE - HIGH POROSITY	100	LF	4.00	30	\$120.00
75	BARRICADE, TYPE II	2856	BDAY	1.52	700	\$1,064.00
76	CONTRACTOR FURNISHED SIGN DAY	2356	EACH	0.76	700	\$532.00
TOTAL WORK COMPLETED TO DATE						\$44,127.89

8" RETAINER GLAND	55	EACH	\$39.19	49	\$1,920.51
6" RETAINER GLAND	8	EACH	\$26.50	7	\$185.50
4" RETAINER GLAND	12	EACH	\$21.86	12	\$262.32
TOTAL STORED MATERIALS ON HAND					\$22,444.63

ORIGINAL CONTRACT PRICE	\$504,776.06	
NET CHANGE BY CHANGE ORDERS	\$0.00	
CURRENT CONTRACT PRICE	\$504,776.06	
TOTAL COMPLETED AND STORED TO DATE	\$66,572.52	
RETAINAGE BASED ON % OF WORK COMPLETED	5%	\$2,206.39
RETAINAGE BASED ON % OF STORED MATERIALS	5%	\$1,122.23
TOTAL RETAINAGE	\$3,328.63	
AMOUNT ELIGIBLE FOR PAYMENT	\$63,243.89	
LESS PREVIOUS PAYMENTS	\$0.00	
AMOUNT DUE THIS APPLICATION	\$63,243.89	
BALANCE TO FINISH	\$441,532.17	



Utility Equipment
Company

Bellendorf • Des Moines • Dubuque
Omaha • Peru • Sioux City • Waterloo

3739 State Street • PO Box 1290
Bellendorf, IA 52722

563-355-5376 • 800-541-8356 • fax: 563-355-7423

UNIVERSITY MICROFILMS
SERIALS ACQUISITION
300 N ZEEB RD
ANN ARBOR MI 48106-1500

Invoice # 50029123-000
Buy Order # 14 14
Page 1 of 1

Order #	50029123-000	Order Date	05/13/93
Order Description	ORDER FOR SUPPLIES & PARTS UNDER THE FRT CONTRACT NO. 200400 ORDER NO. 64787	Order To	CITY OF DUBUQUE CITY OF DUBUQUE CITY OF DUBUQUE CITY OF DUBUQUE

P.O. # Finance 402-475-4744 Fax 402-633-5363

Items	Order#/Ref	Cust # Sales Rep	Ship Via	Req By	Reference
MAY/THU DATE	50029123-000	200400 DUSTIN SC	OUR TRUCK	051313	500009123
FRT ON BOARD DESTINATION, FRT PREPAID & ADDED					

Stock #	Ordered	Shipped	BackOrd	U/I	Unit Price	Extended
0501000001	2	2		FR	114.90	229.80
0501000002	2	2		FR	75.90	151.80
0501000003	10	10		FR	79.95	799.50
0501000004	4	4		FR	29.95	119.80
0501000005	4	4		FR	29.95	119.80
0501000006	2	2		FR	14.95	29.90
0501000007	1	1		FR	17.00	17.00
0501000008	55	55		FR	39.19	2155.45
0501000009	25	25	11	FR	14.90	372.50
0501000010	5	5		FR	26.95	134.75
0501000011	2	2		FR	18.30	36.60
0501000012	12	12		FR	17.95	215.40
0501000013	12	12		FR	76.95	923.40

700 Continued on Next Page



Utility Equipment Company

Bettendorf • Des Moines • Dubuque
 Omaha • Peru • Sioux City • Waterloo
 3739 State Street • PO Box 1290
 Bettendorf, IA 52722

563-355-5376 • 800-541-8356 • fax: 563-355-7423

UNIVERSITY MICROFILMS
 SERIALS ACQUISITION
 300 N ZEEB RD
 ANN ARBOR MI 48106

UNIVERSITY MICROFILMS
 SERIALS ACQUISITION
 300 N ZEEB RD
 ANN ARBOR MI 48106

ORDER NUMBER & DATE ORDER 1-5-0000000000 ORDER IN 00000	ORDER NO DATE OF ORDER QUANTITY ORDER VALUE ORDER NO
---	--

Phone: 563-376-3746
 Fax: 563-333-3363

Terms	Order#/Lot	Dest w SalesRep	Ship Via	Req Dt	Reference
HAG/INV DATE	50029123-000	268400 DUSTIN SC	OUR TRUCK	051313	550079123
FRI ON BOARD DESTINATION, FRI PREPAID & ADDED					

Stock #	Ordered	Shipped	BackOrd	U/I	Unit Price	Extension
Sub Total						29251.41
TOTAL						29251.41

600' of 8" ^{Install}	7.27	4,362 ⁻
2-8" Valve	752 ⁰⁰	1,505 ³⁹
1-8" Tee	137 ⁵⁰	137 ⁵⁰
6-8" Return Valve	39 ¹⁹	235 ¹⁹
		6,240 ⁰²
29251 ⁴¹		
- 6,240 ⁰²		
23,011 ³⁹		

a. our restocking fee is normally charged on returned goods
 b. a labor service charge, equivalent to 3% materials, is added on post sale hardware