

**AGENDA
CITY COUNCIL MEETING
November 18, 2014**

1. [Approval of Minutes – November 4, 2014](#)

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. [Action on the Membership Application of Tim Reinke to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief](#)

4. [Action on Membership Application of Drew Davie to the Wayne Volunteer Fire Department Cadet Program – Phil Monahan, Fire Chief](#)

5. [Public Hearing: Application for Community Development Block Grant Funds on behalf of Jennifer and Chadric Claussen in the amount of \\$52,500 to purchase Swans Apparel located at 205 Main Street \(Advertised Time: 5:30 p.m.\)](#)

Background: If approved, this will be another loan to a local business from the remaining \$368,000 of unallocated cash in our old Wayne Revolving Loan Fund. The local bank involved is State Nebraska Bank. As this loan is repaid, those funds will be sent to the replacement loan fund operated by Northeast Nebraska Economic Development District. This loan is part of a larger financial package for the purchase of this business. A copy of the “Sources and Uses of Funds” for this purchase is included in the packet.

6. [Resolution 2014-92: Authorizing Chief Elected Official to Sign an Application for Community Development Block Grant Funds](#)

Recommendation: The recommendation of Loren Kucera, Director of the Wayne State College Nebraska Business Development Center, Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the loan request at 5% interest for 15 years.

7. [Action on the Recommendation from the LB840 Sales Tax Advisory Committee on a Request by Jennifer and Chadric Claussen, Applicants – They are requesting a \\$47,530 forgivable loan to purchase Swans Apparel located at 205 Main Street](#)

Background: This purchase includes the business, including inventory and the building. The local bank involved in this purchase is State Nebraska Bank, and a copy of the “Sources and Uses of Funds” will be forwarded to you for your review after the LB840 Citizens Advisory Committee meets and makes their recommendation on Thursday, November 13th. Prior to this loan, there is approximately \$800,000 remaining in the LB840 fund.

Recommendation: A recommendation from the Citizens Advisory Committee will be forwarded to you after their Thursday committee meeting.

8. [Action on Recommendations from the LB840 Sales Tax Advisory Committee on a Request by Wayne Area Economic Development for Community Marketing/Administration Grant in the amount of \\$5,000. Community Marketing includes the Wayne Works campaign, people/workforce attraction, and the continual business and industry marketing](#)

Background: This allocation of sales tax funds is one of the uses approved by the voters in the Economic Development Plan approved with the sales tax authorization. In 2009, WAED was appointed by the City Council to administer the application review and the allocation of LB840 funds and market the community. The \$5,000 amount has been allocated to WAED annually to be used to help market the community to potential future businesses and residents.

Recommendation: The recommendation of the WAED Board is to allocate \$5,000 for 2015 to assist in community marketing.

9. [Public Hearing: To Consider the Planning Commission’s Recommendation in Regard to Amending the Wayne Municipal Code, Section 90-264 Permitted Conditional Uses in the R-3 Residential Zoning District. The applicant, City of Wayne, seeks the request to amend the conditions for a multi-family structure. \(Advertised Time: 5:30 p.m.\)](#)

Background: R-3 zoning in Wayne was designated to “provide living areas within the city where development is limited to high-density concentrations of multiple-family dwellings and single-family dwellings which are compatible in character and density with the multiple-family residential environment...” The current Wayne Zoning Code for R-3 Residential Zones limits the residential density for multi-family dwellings to one bedroom per 500 square feet of lot.

10. [Ordinance 2014-36: Amending Wayne Municipal Code, Section 90-264 Permitted Conditional Uses in the R-3 Residential Zoning District](#)

Recommendation: The Planning Commission, after their public hearing, approved a recommendation to the City Council to reduce population density in R-3 Zones by requiring 700 square feet of lot per bedroom for multi-family dwellings.

11. **Public Hearing:** To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Section 90-710 Parking Regulations, Terrace (4). The applicant, City of Wayne, seeks the request to increase the minimum terrace parking stall size from 8x20 to 9x20. (Advertised Time: 5:30 p.m.)

Background: The current minimum required width for public parking spaces is 8 feet.

12. [Ordinance 2014-37: Amending Wayne Municipal Code, Section 90-710 Parking Regulations, Terrace \(4\)](#)

Recommendation: The Planning Commission, after their public hearing, recommends that the City Council amend the required width for public parking spaces to 9 feet.

13. [Ordinance 2014-31: Amending Chapter 22, Article II. Occupation Tax, Sec. 22-37 Utility Franchise Fees \(Third and Final Reading\)](#)

14. [Ordinance 2014-32: Amending Chapter 22, Article II. Occupation Tax, Sec. 22-33 of the Wayne Municipal Code Regarding Franchise Fee; Natural Gas Companies \(Third and Final Reading\)](#)

15. [Ordinance 2014-38: Amending Wayne Municipal Code Section 78-130 Prohibited Parking; Southeast Quadrant of the City of Wayne \(Cityside Park\)](#)

Background: This restriction matches the parking restrictions on most of the Wayne city streets and prohibits all parking on the east and south sides of the streets in PACE Subdivision. This Ordinance was prepared at the request of the PACE Subdivision developers and the direction of the City Council at the last Council meeting.

16. [Ordinance 2014-39: Amending Wayne Municipal Code Section 78-131 Restricted Parking Midnight to 5:00 a.m.; Southeast Quadrant of the City of Wayne \(Cityside Park\)](#)

Background: This restriction matches the parking restrictions on most of the Wayne city streets. It allows daytime parking, but prohibits overnight parking on the west and north sides of the streets in PACE Subdivision. This Ordinance was prepared at the request of the PACE Subdivision developers and the direction of the City Council at the last Council meeting.

17. **Ordinance 2014-40:** Imposing a Sales and Use Tax in the Amount of one-half of one percent (.50%)

Background: This action is required to establish the temporary additional half cent sales tax approved by the voters to construct a new outdoor swimming pool and demolish the old pool.

18. [Ordinance 2014-41: Amending Wayne Municipal Code, Section 78-134 relating to Parking Time Limits of 30 Minutes and One Hour](#)

Background: This action creates one-hour parking limits for the 3rd and 4th parking stalls east from the alley on the north side of Second Street between Main Street and Logan Street. This request would provide close up parking for less ambulatory patrons of businesses in the Mineshaft Mall.

19. [Resolution 2014-93: Approving Agreement with JEO Consulting Group for Engineering Services for the “Wayne Storm Shelter/Water Line Improvement Project](#)

Background: This agreement is for the design work to construct a new public restroom/storm shelter in East Park and to construct a replacement water main from 4th Street at Overin Field to 7th Street in 2015.

Recommendation: An engineer’s design stamp is required to build both of these projects and JEO was selected from the matrix of engineering consultant applications submitted to do the engineering work for the CIS grant.

20. [Resolution 2014-94: Directing the City Clerk to Certify Mowing Costs to the Wayne County Clerk and the Wayne County Treasurer to become a Lien on the W1/2 of Lot 10, Taylor & Wachob’s Addition to Wayne, Wayne County, Nebraska, more commonly described as 615 W. Third Street](#)

Background: This is our standard procedure for recovering unpaid bills for the cost of the City hiring the mowing of lawns after due and legal notice to the property owner for un-mowed lawns that violated the 12” un-mowed height in the city code.

Recommendation: The recommendation of Betty McGuire, City Clerk, is to file the lien.

21. [Resolution 2014-95: Directing the City Clerk to certify Mowing Costs to the Wayne County Clerk and the Wayne County Treasurer to become a Lien on Lot 9, McPherran’s Addition to Wayne, Wayne County, Nebraska, more commonly described as 908 Circle Drive, Wayne, Nebraska](#)

Background: This is our standard procedure for recovering unpaid bills for the cost of the City hiring the mowing of lawns after due and legal notice to the property owner for un-mowed lawns that violated the 12” un-mowed height in the city code.

Recommendation: The recommendation of Betty McGuire, City Clerk, is to file the lien.

22. [Resolution 2014-96: Directing City Clerk to Certify Mowing Costs to the Wayne County Clerk and Wayne County Treasurer to become a Lien on Tax Lot 22 \(50x100 ft. tract\) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., more commonly described as 111 Fairgrounds Avenue](#)

Background: This is our standard procedure for recovering unpaid bills for the cost of the City hiring the mowing of lawns after due and legal notice to the property owner for un-mowed lawns that violated the 12” un-mowed height in the city code.

Recommendation: The recommendation of Betty McGuire, City Clerk, is to file the lien.

23. [Resolution 2014-97: Accepting/Rejecting Bid and Awarding Contract on the Purchase of a Wheel Loader](#)

Background: The Wayne Public Works Department owns two large pay loaders. We have them on a 25-year replacement schedule. If approved, this would replace a 1990 Case. The two lower bids did not meet the advertised specifications. The low bid is substantially lower, and the Titan unit would meet our needs, but does not meet the bid specifications.

Recommendation: The recommendation of Todd Hoeman, Public Works Foreman, and Lowell Johnson, City Administrator, is to reject the bids and rebid, buy off the state bid, or lease.

24. [Resolution 2014-98: Approving a Contract between the City of Wayne and the Nebraska Department of Environmental Quality for the Clean Water State Revolving Fund \(CWSRF\) Project Loan No. C31-7032 for the Biosolid Treatment and Dewatering Facility Improvements](#)

Background: This action approves a \$1,938,650 loan from the Nebraska State Revolving Loan Fund at 2.5% for 20 years with \$100,000 forgiven over time.

Recommendation: This is the best financing option for the project and is the recommended financing option by Nancy Braden, Finance Director, and Lowell Johnson, City Administrator.

25. [Resolution 2014-99: Approving the Selection of Steve Harris Construction as the Contractor for the Windom Street, East 3rd Street to East 7th Street Project for \\$965,654.30](#)

Background: This project will replace the water main, storm drain system and paving of Windom Street from Third to Seventh Street in 2015. It was approved for 80% Federal funding in 2008 and is scheduled to be started and completed in 2015. There will be an additional estimated \$265,000 in engineering fees for this project.

Recommendation: The recommendation of the State of Nebraska Department of Roads is to approve the low bid by Steve Harris Construction.

26. [Discussion in regard to establishing parking time limits in front of City Hall](#)

Background: During certain days of the month and at the beginning and ending of WSC semesters, there is a parking jam up in front of City Hall.

The recommendation of city staff is to limit parking to one hour on the west side of Pearl Street from the sidewalk to the intersection with Third Street.

27. Discussion and Action on the Purchase of Tablets for Council usage

This discussion is carried over from a previous meeting.

28. Action to set public hearing to add Chapter 10 Environment Element – Community Sustainability to the Comprehensive Plan — December 16, 2014, at or about 5:30 p.m.

Recommendation: This action would set a hearing date for Council action to amend the Wayne Comprehensive Plan to add the State required Environment Element.

29. Action Directing Staff to make an application for NIFA Grant Funds for updating the Comprehensive Plan and Zoning Regulations

Recommendation: This would authorize application for 50% funding to revise and adopt a new Comprehensive Plan as part of the Council's goals from the 2014 strategic planning retreat.

30. Appointments:

Board of Adjustment

BJ Woehler (Replacing Jeff Morlok) (Term will end 6/30/17)

Breck Giese (Term will end 6/30/17)

Robert Woehler (Alternate – term will end 6/30/17)

Board of Appeal

Kelby Herman (Replaces vacancy left by Jeff Ellis – term ends 10/31/2015)

Reappointment of Matt Wachter (term will end 8/31/2017)

Planning Commission

Jeff Carstens (term will end 6/30/17)

Melanie Loggins (term will end 6/30/17)

31. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

November 4, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, November 4, 2014, 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, Jennifer Sievers, Nick Muir, Matt Eischeid, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Kaki Ley.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 23, 2014, 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 Sievers made a motion, which was seconded by Councilmember Muir, whereas, the Clerk has prepared copies of the Minutes of the meeting of October 21, 2014, 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 OCTOBER 21, 2014: ADD MID PLAINS GRAIN – TIF - 193000.00

VARIOUS FUNDS: ALL-AMERICAN PUBLISHING, SE, 294.00; AMERITAS, SE, 2163.86; APPEARA, SE, 107.54; ARNIE'S FORD-MERCURY, SE, 600.79; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, FE, 15.00; BLACK HILLS ENERGY, SE, 311.37; BLUETARP FINANCIAL, SE, 42.59; BOMGAARS, SU, 426.69; CITY EMPLOYEE, RE, 150.00; BROWN PLUMBING, SE, 230.50; CENTURYLINK, SE, 314.33; CHEMQUEST, SU, 1622.50; CITY OF WAYNE, RE,

350.00; CITY OF WAYNE, RE, 20.00; CITY OF WAYNE, RE, 25.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, PY, 62577.47; CITY OF WAYNE, RE, 225.00; CLEAN TO A T, SE, 1300.00; COMMUNITY HEALTH, RE, 4.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DITCH WITCH OF OMAHA, SU, 181.59; ECHO GROUP, SU, 49.07; CITY EMPLOYEE, RE, 187.66; ELECTRIC FIXTURE, SU, 174.63; ELECTRONIC RECYCLERS, SE, 3500.00; FASTENAL, SU, 40.61; FIREMAN'S ASSOCIATION, SE, 5000.00; FLOOR MAINTENANCE, SU, 168.80; FREDRICKSON OIL, SU, 28.15; GALE GROUP, SU, 93.56; GEMPLER'S, SU, 204.40; GERHOLD CONCRETE, SU, 89.00; GROSSENBURG IMPLEMENT, SU, 26.94; HACH COMPANY, SU, 125.79; HELENA CHEMICAL, SU, 384.00; HOLIDAY INN-DOWNTOWN, SE, 768.65; ICMA, SE, 6831.62; IRS, TX, 22714.29; CITY EMPLOYEE, RE, 150.00; KAY CONTRACTING, SE, 87.50; KELLY SUPPLY, SU, 656.05; CITY EMPLOYEE, RE, 36.96; CITY EMPLOYEE, SE, 280.98; KRIZ-DAVIS, SU, 126.74; KTCH, SE, 400.40; LIVING HERE, SU, 17.00; CITY EMPLOYEE, RE, 16.00; NE DEPT OF ENVIRONMENTAL, FE, 300.00; NE DEPT OF REVENUE, TX, 3198.74; NE NEB INS AGENCY, SE, 85.00; NNPPD, SE, 3751.00; NOVELTY MACHINE & SUPPLY, SU, 286.15; CITY EMPLOYEE, RE, 5.55; PREMIER HOSPITALITY DEVEL, SE, 210.00; ROBERT WOehler & SONS, SE, 51915.73; SIOUX CITY WINNELSON, SE, 43.26; SIOUXLAND TURF PRODUCTS, SU, 132.00; STATE ELECTRICAL DIVISION, FE, 50.00; STATE NEBRASKA BANK, RE, 249.97; THOMPSON ELECTRIC, SU, 1081.50; TOM'S BODY & PAINT SHOP, SE, 27.50; CITY EMPLOYEE, RE, 150.00; TYLER TECHNOLOGIES, SE, 200.00; UTILITIES SECTION, FE, 1015.00; VIAERO, SE, 218.60; VOSS LIGHTING, SU, 198.60; WAYNE COUNTY COURT, RE, 300.00; WAYNE SENIOR CENTER, RE, 850.00; WAYNE STATER, SE, 144.00; CITY EMPLOYEE, FE, 367.33; ADVANCED CONSULTING, SE, 2000.00; AMERICAN BROADBAND, SE, 2496.68; APPEARA, SE, 182.01; ARDENT LIGHTING GROUP, SE, 13743.86; ARNIE'S FORD-MERCURY, SE, 321.37; BIG T ENTERPRISES, SU, 74.95; CITY EMPLOYEE, RE, 248.78; BROWN SUPPLY, SU, 271.88; CARHART LUMBER CO, SU, 319.51; CITY OF PONCA, RE, 12648.84; CITY OF WAYNE, RE, 20.00; CITY OF WAYNE, RE, 683.75; CITY OF WEST POINT, RE, 18360.38; CITY OF WISNER, RE, 1911.70; CLAUSSEN & SONS IRRIG., SE, 2635.59; COPY WRITE, SE, 153.24; CUMMINS CENTRAL POWER, SE, 235.25; DITCH WITCH OF OMAHA, SE, 541.53; DUTTON-LAINSON, SU, 1301.44; EMBASSY SUITE, SE, 248.00; FIRST CONCORD GROUP, SE, 4947.46; GALE GROUP, SU, 46.48; GEMPLER'S, SU, 14.40; GERHOLD CONCRETE, SU, 341.12; GILL HAULING, SE, 155.00; GODFATHER PIZZA, SU, 26.00; HAUFF MID-AMERICAN SPORTS, SU, 42.00; HAWKINS, SU, 984.36; HEIKES AUTOMOTIVE, SE, 427.59; HELENA CHEMICAL, SU, 160.00; HILLYARD/SIOUX FALLS, SU, 68.54; HOLIDAY INN OF KEARNEY, SE, 173.90; JASON CAROLLO, SE, 70.00; JEO CONSULTING GROUP, SE, 930.00; KELLY SUPPLY, SU, 91.45; KRIZ-DAVIS, SU, 404.70; LIBRARY IDEAS, SU, 900.00; MICHAEL TODD & CO, SU, 4493.99; CITY EMPLOYEE, RE, 56.67; NCMA, FE, 312.00; N.E. NE AMERICAN RED CROSS, RE, 29.62; NORTHEAST TIRE SERVICE, SU, 80.00; OVERDRIVE, INC., SU, 715.20; PIEPER & MILLER, SE, 2185.00; PONCA RURAL FIRE BOARD, RE, 3026.86; QUALITY FOODS, SU, 31.60; SINCLAIR/DAYLIGHT, SU, 310.85; STADIUM SPORTING GOODS, SU, 205.00;

STAPLES ADVANTAGE, SU, 305.96; STATE NEBRASKA BANK, SE, 69.28; TIM KELLER, RE, 500.00; TURFWERKS, RE, 3100.00; UNITED WAY, RE, 6.20; US BANK, SU, 2655.36; VILLAGE OF WINSIDE, RE, 4046.18; WASTE CONNECTIONS, SE, 73.36; WAYNE COUNTY CLERK, SE, 166.00; WAYNE COUNTY COURT, RE, 400.00; WESCO, SU, 145.69

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, to approve the claims.

Administrator Johnson requested Council to hold the claim of Claussen & Sons for the sum of \$2,635.59.

Councilmember Sievers amended her motion to approve the claims with the exception of that to Claussen & Sons for \$2,635.59; Councilmember Giese amended his second to the motion. 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.

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.

Marion Arneson was present requesting Council consideration to prohibit and and/or restrict parking in Cityside Park. The streets are narrow in this little subdivision, and he is concerned for safety reasons. Two parking stalls are provided for each residence, and the residents in the park, per the covenants, are not supposed to park on the street.

After some discussion, consensus was to have staff prepare ordinances for Council consideration at the next meeting.

Councilmember Sievers introduced Ordinance No. 2014-28, and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2014-28

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE III, SECTION 78-128 RELATING TO PARKING; PROHIBITED PARKING; NORTHWEST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

BJ Woehler was present requesting Council consideration to amending the ordinance to allow parking on the north side of Bressler Court (at the throat of the cul de sac). As the ordinance is written, no parking is allowed in the cul de sacs.

Councilmember Sievers would not amend her motion. Councilmember Greve withdrew his second. There being no second to the motion, Mayor Chamberlain stated the motion died for lack of a second.

Councilmember Muir then introduced Ordinance No. 2014-28, and moved for approval of the third and final reading thereof, as amended, with the proposed changes BJ Woehler brought forward – allowing parking less than 40' on the north side of Bressler Court; Councilmember Giese seconded.

ORDINANCE NO. 2014-28

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE III, SECTION 78-128 RELATING TO PARKING; PROHIBITED PARKING; NORTHWEST QUADRANT OF THE CITY; 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 and Councilmember Sievers who voted Nay, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance No. 2014-29, and moved for approval of the third and final reading thereof, as amended, by adding in Bressler Court to comply with the rest of the City; Councilmember Greve seconded.

ORDINANCE NO. 2014-29

AN ORDINANCE TO AMEND SECTION 78-129 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHWEST QUADRANT OF THE CITY; 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 and Councilmember Sievers who voted Nay, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2014-30, and moved for approval of the third and final reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2014-30

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 6 ALCOHOLIC BEVERAGES, SECTION 6-18 HOURS OF SALE; 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.

Councilmember Eischeid introduced Ordinance No. 2014-31, and moved for approval of the second reading thereof; Councilmember Sievers seconded.

ORDINANCE NO. 2014-31

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 22, ARTICLE II. OCCUPATION TAX BY ADDING SECTION 22-37 UTILITY FRANCHISE FEES; 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 third and final reading will take place at the next meeting.

Councilmember Eischeid introduced Ordinance No. 2014-32, and moved for approval of the second reading thereof; Councilmember Sievers seconded.

ORDINANCE NO. 2014-32

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE II, SECTION 22-33 OF THE WAYNE MUNICIPAL CODE REGARDING NATURAL GAS COMPANIES; FRANCHISE FEE; TO REPEAL THE ORIGINAL SECTION; AND PROVIDE 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 third and final reading will take place at the next meeting.

The following Resolution would authorize the borrowing of \$70,000 from the City of Wayne's Electric Fund for airport improvements. This was tabled at the last meeting.

Nancy Braden, Finance Director, was present to answer questions. There were over \$2,000,000 worth of improvements done at the airport due to the tornado. Of that, approximately \$185,000 was not paid for by insurance. Of that amount, the airport is short about \$70,000. This is a cash-flow issue. It will take them about 12-18 months to

make up that money. They are requesting a loan for that amount at 3% interest to be paid back over a two-year period. The majority of this amount covered the cost of paving the west driveway at the airport.

Carl Rump was also present to answer questions.

Councilmember Muir introduced Resolution No. 2014-87 and moved for its approval (\$70,000 loan, with semi-annual payments, at 3% interest, over a two-year period); Councilmember Sievers seconded.

RESOLUTION NO. 2014-87

A RESOLUTION OF THE CITY OF WAYNE, NEBRASKA, AUTHORIZING THE BORROWING OF FUNDS FROM THE CITY OF WAYNE ELECTRIC FUND FOR AIRPORT IMPROVEMENTS.

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 Haase who voted Nay, the Mayor declared the motion carried.

The following Resolution would approve a contract between the City and Northeast Nebraska Economic Development District to do an environmental review of the Wayne Housing Authority's Department of Housing and Urban Development Capital Funds Award. The Wayne Villa a/k/a Wayne Housing Authority continues to operate under HUD guidelines and continues to secure federal grants for capital improvements. HUD has required that all Housing Authorities complete an environmental review of the physical premises. Since the City is the owner, we are ultimately responsible to have the review completed and to comply with HUD standards. Trine McBride is the Wayne Housing Authority Director. Trine has arranged for the work to be done as soon as the

Council takes action to approve the contract. The Villa will reimburse the City for the cost. The Villa has received this funding for approximately 20 years.

Trine McBride, Executive Director of the Wayne Housing Authority, was present to answer questions. They have 35 units. Their occupancy rate for the past 5 years has been 100%, with a waiting list.

Councilmember Sievers introduced Resolution No. 2014-90 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2014-90

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE A CONTRACT BETWEEN THE CITY OF WAYNE AND THE NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR THE COMPLETION OF AN ENVIRONMENTAL REVIEW FOR THE WAYNE HOUSING AUTHORITY'S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CAPITAL FUNDS AWARD.

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 will reaffirm the project engineer, Advanced Consulting Engineering Services, and approves the plans, specifications and estimate of cost, as well as direct the City Clerk to begin advertising for bids on the Windom Street Storm Sewer Project. This project was initially bid out late last spring, and those bids were rejected at that time, with the understanding that the project would be rebid later. The estimated cost of the project is \$100,000.00.

Councilmember Sievers introduced Resolution No. 2014-91 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2014-91

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE CONSTRUCTION OF CERTAIN STORM SEWER IMPROVEMENTS TO BE CONSTRUCTED IN THE CITY OF WAYNE, NEBRASKA (WINDOM STREET STORM SEWER PROJECT).

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 Sievers made a motion, which was seconded by Councilmember Muir, 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 6:12 p.m.

[Back to Top](#)

CLAIMS LISTING NOVEMBER 18, 2014

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,273.67
APPEARA	MAT SERVICE	40.81
ARNIE'S FORD	PICK UP	36,216.00
BAKER & TAYLOR BOOKS	BOOKS	852.92
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	15.00
BARONE SECURITY SYSTEMS	FIRE INSPECTION	81.96
CITY EMPLOYEE	HEALTH REIMBURSEMENT	76.39
CHARTWELLS	SENIOR CITIZEN MEALS	6,641.60
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	CAT TRAP REFUND	20.00
CITY OF WAYNE	PAYROLL	61,881.01
CITY OF WAYNE	UTILITY REFUNDS	109.77
CLAUSSEN & SONS IRRIG.	IRRIGATION BLOW OUTS-SB/BB/LIB	250.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
COUNTRY NURSERY INC	RETAINING WALL	15,723.00
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENTS	414.75
DANKO EMERGENCY EQUIPMENT	RESCUE CLOTHING	966.19
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	90.00
ECHO GROUP INC JESCO	PLATE/VOLTAGE PARTITION	23.99
FLOOR MAINTENANCE	NAPKINS/FILM WRAP	65.47
GAMBLE LANDSCAPING	LANDSCAPE LIBRARY/SR CENTER	965.00
HARTINGTON TREE LLC	27 TREES MOVED	3,374.00
HHS REGULATION & LICENSURE	WATER OP PERMIT-S LISTON	115.00
ICMA RETIREMENT	RETIREMENT	6,835.74
INGRAM BOOK COMPANY	BOOKS	599.12
IRS	FEDERAL WITHHOLDING	22,746.71
JEO CONSULTING GROUP	BIOSOLIDS HANDLING IMPROVEMENT	8,102.50
JOHN'S WELDING AND TOOL	OXYGEN REFILL	19.80
KANSAS MUNICIPAL UTILITIES	WORKSHOP-J TRIGGS	245.00
KELLY SUPPLY COMPANY	BALL VALVE	122.51
KEPCO ENGRAVING	NAMEPLATES	18.28
KRIZ-DAVIS COMPANY	15 PADMOUNTS/LED FIXTURES/WIRE	33,856.35
LINPEPCO	CAC POP-ACH PAYMENT	138.50
LOREN PARK	ENERGY INCENTIVE	500.00
MARCO INC	LIBRARY COPIER LEASE	135.45
MATHESON TRI-GAS, INC.	OXYGEN	29.76
CITY EMPLOYEE	HEALTH REIMBURSEMENT	8.83
MIDWEST LABORATORIES, INC	BOD TESTING	697.85
MILO MEYER CONSTRUCTION	RED ROCK POLE YARD	539.85
CITY EMPLOYEE	HEALTH REIMBURSEMENT	128.67
NE DEPT OF REVENUE	STATE WITHHOLDING	3,232.07
NE RURAL ELECTRIC ASSOC	FAULT FINDER	121.25
NEBR PUBLIC POWER DIST	ELECTRICITY	256,407.56
NORFOLK DAILY NEWS	SUBSCRIPTION RENEWAL	149.00
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	12,306.60

NORTHEAST TIRE SERVICE	TIRE REPAIR	90.95
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	117.25
OVERHEAD DOOR COMPANY	TRANSFER STATION DOOR REPAIR	1,503.75
PAC N SAVE	PROGRAM/TOURNAMENT SUPPLIES	166.58
RANDOM HOUSE LLC	CD'S	472.87
CITY EMPLOYEE	CLOTHING AND SAFETY BOOTS	256.95
SCHWAN'S FOOD COMPANY	AR REFUND-OVERPAYMENT ON VENDOR PERMIT	200.00
SIGNS BY TOMORROW	POLICE CAR DETAILING	1,628.00
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	125.15
SPARKLING KLEAN	JANITORIAL SERVICES/SUPPLIES	1,659.55
SHOPKO PHARMACY	FLU SHOTS	99.98
SHOPKO	SD CARD/BATTERIES/USB CORD	84.80
STADIUM SPORTING GOODS	CAC STAFF SHIRTS	630.00
STATE OF NE	ELEVATOR INSPECTION	140.00
STAYWELL	CPR TRAINING KITS	122.21
VIAERO	CELL PHONES	127.47
W.T. COX SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS	1,922.68
WASTECAP NEBRASKA	SUMMIT REGISTRATION	159.00
WAYNE AIRPORT	LOAN TO AIRPORT	70,000.00
WAYNE COMMUNITY SCHOOLS	YEARBOOKS	85.00
WAYNE VETERINARY CLINIC	CAT IMPOUNDS	448.00
WESCO DISTRIBUTION INC	BALLASTS/CABLE TERMINATIONS	993.65
WESTERN AREA POWER ADMIN	ELECTRICITY	27,551.97
WINGATE INN	LODGING-BRADY/JUNCK	539.70
WISNER WEST	FD-GASOLINE	140.39

DELETE FROM CLAIMS LISTING 11/4/14

CLAUSSEN IRRIGATION - SB COMPLEX IRRIGATION REPAIRS \$ 2,635.59

*OK
Cory*

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

APPLICATION FOR MEMBERSHIP

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

Name Tim Reinke Address 1003 Poplar ST
Phone Number 402 8335451 Social Security # 507-15-5137

Employer Northeast NPPD Occupation Lineman
How long have you been employed by your present employer? 8 yrs
Previous Employer and Address City of Crete

Have you previously been a member of a Fire Department? Yes
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Crete Fire + Rescue, EMT/Firefighter

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

No.

-As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes

- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes

-Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes

- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Tim Reinke Date 9-2-14

Sponsor's Signature (if applicable) _____ Date _____

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

Applicant's Signature Tim Reinke Date 9-2-14

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

Cory Moller Ant Bryn Matt Kull

Secretary's Signature _____ Date _____

Chief's Signature Philip Monahan Date 11-4-2014

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth 2-5-1972

Wayne City Council Meeting Agenda

Object: Approve a \$52,500 Community Development Block Grant (CDBG) loan to Jennifer & Chadric Claussen, d/b/a Swans Apparel); sub-grant funds to Northeast Economic Development, Inc. (NED, Inc.)

Contact Persons: Jeff Christensen, NENEDD Business Loan Specialist

For: Action

Loan Applicant: – Jennifer & Chadric Claussen, d/b/a Swans Apparel – 205 Main St.

This loan is being approved using Wayne's CDBG funds that will be sub-granted to NED, Inc. utilizing the NDO process (Non-Profit Development Organization) NED, Inc. will loan the funds to Jennifer & Chadric Claussen d/b/a Swans Apparel.

I. Project Overview and Description:

Jennifer and Chadric Claussen wish to purchase Swans Apparel located at 205 Main Street in Wayne. Swans Apparel is a unique ladies clothing boutique that has provided high-quality and moderately priced clothing, accessories, and shoes for women for close to a century. Swans aims to be known as a classic and sophisticated store that all ages find attractive. Swans hand selects a low volume of each style to create uniqueness, but also enough of each item to ensure a greater chance of the correct size being available to the customer. As online shopping continues to be the trend, Swans plans to also market itself online via social media and website. The need for a “brick and mortar” store front is still a high priority for Swans and its customers. By in-store purchasing the customer receives a high level of customer service and personal touch with their style choices.

Swans is priced to appeal to a larger audience as the customer will spend slightly more money on a particular item, but will know they receive better quality than department stores and will have help choosing the right item with the personal touch a small business can give. The building has a full basement that has their discount items. The 2nd floor has an apartment that is rented out.

Total project costs are \$252,530 to purchase the building/real estate, FFE, Inventory and miscellaneous. State Nebraska Bank & Trust in Wayne and Jennifer and Chadric Claussen are requesting that NED, Inc. provide a loan in the amount of \$52,500 towards the project. State Nebraska Bank & Trust will provide a loan of up to \$75,000. The City of Wayne will provide \$52,500 through its CDBG Revolving Loan funds, \$47,530 from its LB 840 funds, and the Wayne Area Economic Development Industries will provide \$10,000 for working capital. The Claussens will provide equity of \$15,000 in cash for the project. The project will create and/or retain 3.5 employees.

II. Sources and Uses

Source	Bank	NED, Inc.	Wayne RLF	WAEDI	LB840	Equity	Total
Land / Building	\$33,000	\$31,000	\$31,000	-0-	\$31,000	-0-	\$126,000
Inventory	\$31,970	\$18,000	\$13,500	-0-	\$16,530	-0-	\$80,000
FFE	-0-	\$3,500	\$3,500	-0-	-0-	-0-	\$7,000
Point of Sale	-0-	-0-	\$4,500	-0-	-0-	-0-	\$4,500
Working Capital	-0-	-0-	-0-	\$10,000	-0-	-0-	\$10,000
Goodwill / Fees	\$10,030	-0-	-0-	-0-	-0-	\$15,000	\$25,030
Total	\$75,000	\$52,500	\$52,500	\$10,000	\$47,530	\$15,000	\$252,530

III. Proposed Loan Package and Related Collateral:

State Nebraska Bank & Trust in Wayne will provide a loan of up to \$75,000 for this project. The bank's loan will be amortized over 15 years at an interest rate of 6.00% (fixed). The bank will secure its loan with a first deed of trust on the business real estate and will require an SBA Guaranty, 1st lien on all chattel property, FFE, and general intangibles. The City of Wayne will lend \$52,500 for this project. These funds will be sub-granted to NED, Inc., as a Non-profit Development Organization (NDO), who will in turn lend the \$52,500 to Jennifer & Chadric Claussen, d/b/a Swans Apparel for this project. NED, INC. will also lend \$52,500 for the purchase of the same real estate and business personal property. Payments for both loans will be made to NED, Inc., thus resulting in a \$105,000 loan with NED, Inc. This is the process approved by the Nebraska Department of Economic Development (DED) to de-federalize CDBG funds in our local communities. The \$105,000 NED, INC. loan will have a term of 15 years at an interest rate of 5.00% (fixed).

NED, INC. will have a 2nd Deed of Trust on the business real estate being purchased and a UCC lien on the business personal property subordinate to the bank on Jennifer & Chadric Claussen, d/b/a Swans Apparel. NED, INC. will require life insurance assignment from Jennifer and Chadric for the amount of the loan for the life of the loan. NED, INC. will also file a Deed of Trust on their personal residence as collateral for this loan.

Other funds include \$47,530 of Wayne's LB840 funds and \$10,000 Wayne Area Economic Development, Inc. (WAEDI) funds with a 10 year term at 0.00% interest.

The Northeast RLF committee was presented information on credit scores, net worth, collateral, and financial information as part of the loan summary discussion and unanimously recommends this loan for approval.

Motion: To approve a Wayne CDBG loan of \$52,500 to Jennifer & Chadric Claussen, d/b/a Swans Apparel for the purchase of the business real estate and business property and sub-grant the \$52,500 CDBG funds to NED, Inc. to loan to Jennifer & Chadric Claussen, d/b/a Swans Apparel utilizing the Non-Profit Development Organization (NDO) process as presented and recommended by NENEDD staff and the Northeast RLF Committee.

RESOLUTION NO. 2014-92

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO REQUEST COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

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

WHEREAS, the City of Wayne, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for the amount of \$52,500 of CDBG funds which will be used to purchase Swans Apparel located at 205 Main Street in Wayne. Other funds include bank financing, Northeast Economic Development, Inc., WAED, Wayne's LB840 funds and owner equity. All Wayne CDBG funds will be used for activities that will meet the CDBG national objective of benefiting low-to-moderate income persons.

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

PASSED AND APPROVED this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

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

Application Number:
Date Received: 10/9/14

2014

LB840 (form approved 073109)

PART I. GENERAL INFORMATION

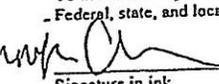
TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION
Applicant Name Swans Apparel Jennifer & Chadric Claussen	Name/Business NBDC - WSC
Mailing Address 205 Main St Wayne NE 68787 (City) (State) (ZIP)	Address 1111 Main St Wayne NE 68787 (City) (State) (Zip)
Telephone Number cell (402) 369-3282	Telephone Number (402) 375-7575
Fax Number [REDACTED]	Federal Tax ID # / SS#
Federal Tax ID [REDACTED]	
Email Address claussen959@gmail.com	Email Address lokucer1@wsc.edu
3. BUSINESS TYPE <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other Make for a corporation	5. FUNDING SOURCES
4. ASSISTANCE TYPE REQUESTED <input type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input checked="" type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Other Forgivable	WEDP Funds Requested \$ SEE ATTACHED Matching Funds \$ Other Funds \$ Total Project Funds \$ <i>(Round amounts to the nearest hundred dollars.)</i>

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

SEE ATTACHED

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

 Chadric Claussen
Signature in ink Jennifer Claussen Proprietor
Typed Name and Title Date Signed 10/9/14

 Loren Kucera Director - NBDC
Attest Typed Name and Title Date Signed 10-9-14

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

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

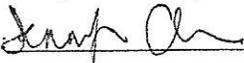
PART II. FUNDING SUMMARY
(Round amounts to the nearest hundred dollars.)

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

APPLICANT CERTIFICATIONS

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

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

By:  Date: 10/9/14

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

By: _____ Date: _____


 Attest

Loren Kucera - NBDC
 Typed Name/Title

10-9-14
 Date

SBC: SWANS APPAREL

SOURCE AND USE OF FUNDS

DESCRIPTION	TOTAL COST	EQUITY	LB 840	WAEDI	WAYNE RLF	NENEDD	SENIOR LENDER
BUILDING	\$ 126,000	\$ -	\$ 31,000	\$ -	\$ 31,000	\$ 31,000	\$ 33,000
GOODWILL	\$ 23,030	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ 10,030
FEES	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FIXED	\$ 151,030	\$ 15,000	\$ 31,000	\$ -	\$ 31,000	\$ 31,000	\$ 43,030
PERCENT PARTICIPATION	100.00%	9.93%	20.53%	0.00%	20.53%	20.53%	28.49%
OTHER							
INVENTORY	\$ 80,000	\$ -	\$ 16,530	\$ -	\$ 13,500	\$ 18,000	\$ 31,970
FFE	\$ 7,000	\$ -	\$ -	\$ -	\$ 3,500	\$ 3,500	\$ -
POS	\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ -
WORKING CAPITAL	\$ 10,000	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -
OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER	\$ 101,500	\$ -	\$ 16,530	\$ 10,000	\$ 21,500	\$ 21,500	\$ 31,970
TOTAL PROJECT	\$ 252,530	\$ 15,000	\$ 47,530	\$ 10,000	\$ 52,500	\$ 52,500	\$ 75,000
PERCENT PARTICIPATION	100.00%	5.94%	18.82%	3.96%	20.79%	20.79%	29.70%

SWANS APPAREL
PROJECT COSTS AND LOAN STRUCTURE

Item	Cost
Building	\$ 126,000
Inventory	\$ 80,000
FFE	\$ 7,000
Goodwill	\$ 23,030
POS	\$ 4,500
Working Capital	\$ 10,000
Fees*	\$ 2,000
Total	\$ 252,530

*Estimated

Source

Wayne RLF	\$ 52,500	
NENEDD	\$ 52,500	
WAEDI	\$ 10,000	(WC)
Equity**	\$ 15,000	
LB 840	\$ 47,530	
Bank	\$ 75,000	

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

Application Number:
Date Received October 27, 2014

LB840 (form approved 073109) 2014

PART I. GENERAL INFORMATION

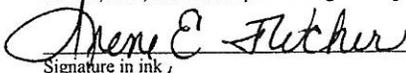
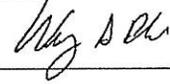
TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION								
Applicant Name: Wayne Area Economic Development	Name/Business: Irene Fletcher, Assistant Executive Director								
Mailing Address: 108 W 3 rd St	Address: 108 W 3 rd St								
Wayne NE 68787 (City) (State) (ZIP)	Wayne NE 68787 (City) (State) (Zip)								
Telephone Number: 375-2240	Telephone Number: 375-2240								
Fax Number: Federal Tax ID Number 20-3524694	Federal Tax ID # / SS#: 20-3524694								
Email Address: info@wayneworks.org	Email Address: ifletcher@wayneworks.org								
3. BUSINESS TYPE <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____	5. FUNDING SOURCES								
4. ASSISTANCE TYPE REQUESTED <input type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Other _____	<table style="width: 100%;"> <tr> <td>WEDP Funds Requested</td> <td align="right">\$ 5,000</td> </tr> <tr> <td>Matching Funds</td> <td align="right">\$</td> </tr> <tr> <td>Other Funds</td> <td align="right">\$ 5,000</td> </tr> <tr> <td>Total Project Funds</td> <td align="right">\$ 10,000</td> </tr> </table> <p><i>(Round amounts to the nearest hundred dollars.)</i></p>	WEDP Funds Requested	\$ 5,000	Matching Funds	\$	Other Funds	\$ 5,000	Total Project Funds	\$ 10,000
WEDP Funds Requested	\$ 5,000								
Matching Funds	\$								
Other Funds	\$ 5,000								
Total Project Funds	\$ 10,000								

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

WAED is requesting funds to help cover costs associated with administering the LB 840 Fund for the City of Wayne. These costs include staff time to meet with potential applicants, attend committee meetings to review applications, prepare semi-annual reports, attend City Council meetings representing the Committee and reporting semi-annually on the program. This request has been reduced to \$5000 from LB 840 since Wayne County increased its contribution to WAED by \$5000.

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

	Irene Fletcher, Assistant Executive Director	10/27/14
Signature in ink	Typed Name and Title	Date Signed
	Wes Blecke, Executive Director	10/27/14
Attest	Typed Name and Title	Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:
 Wayne Economic Development Program Fund
 108 W 3rd St
 Wayne, NE 68787
 (402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.	5,000		5,000	10,000	Wayne County
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.					
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
TOTAL PROGRAM COSTS	5,000		5,000	10,000	

APPLICANT CERTIFICATIONS

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

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

By: _____ Date: _____

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

By: Wes E. Blecke Date: 10/27/2014

Wes Blecke

Wes Blecke/Executive Director

10/27/14

Attest

Typed Name/Title

Date

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: November 4, 2014

TO: Mayor Chamberlain
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison

At their meeting held on November 3, 2014 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

Public Hearing: Amending Wayne Municipal Code, Chapter 90 Zoning, Section 90-264 Permitted Conditional Uses in the R-3 Residential District, Specifically (3) For A Multi-Family Dwelling; Applicant being City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 90 Zoning, Section 90-264 Permitted Conditional Uses in the R-3 Residential District, Specifically (3) for a Multi-Family Dwelling to allow one bedroom per 700 square feet of lot area, with the findings of fact being consistency with the comprehensive plan and staff's recommendation. Chair Melena stated the motion and second. All were in favor, with the exception of Commissioners Brogie and Carstens, who voted nay; motion carried 6 ayes and 2 nays.

Public Hearing: Amending Wayne Municipal Code, Chapter 90 Zoning, Section 90-710 Parking Regulations, Terrace (4); Applicant being City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Chapter 90 Zoning, Section 90-710 Parking Regulations, Terrace (4) to change the minimum size of a parking stall surface from 8x20 to 9x20 square foot rectangle, with the findings of fact being staff's recommendation. Chair Melena state the motion and second. All were in favor; motion carried unanimously.

JJH:cb

Sec. 90-264. Permitted conditional uses

A building or premises in an R-3 district may be used for the following in conformance with the prescribed conditions:

- 1. For a multi-family dwelling:
 - 1. The maximum number of sleeping rooms shall not exceed one per ~~500-800~~ square feet of lot area.

Staff Comments:

#1) The number for #1 of 800 s.f. is still less than the number required for a domestic shelter in R-3 which is 1,000 s.f. The table below shows how the s.f. number would have impacted some of the most recent projects built in R-3:

	<u>Currently</u>	<u>500</u>	<u>600</u>	<u>650</u>	<u>700</u>	<u>750</u>	<u>800</u>	<u>850</u>	<u>900</u>
321 E. 4 th (11,850) – 18 bedrooms	18	23	19	18	16	15	14	13	13
603 Nebraska (6,525) – 12 bedrooms	12	13	10	10	9	8	8	7	7
509 Nebraska (8,700) – 12 bedrooms	12	17	14	13	12	11	10	10	9
520 Nebraska (7,500) – 12 bedrooms	12	15	12	11	10	10	9	8	8
402 Nebraska (6,750) – 10 bedrooms	10	13	11	10	9	9	8	7	7

Sec. 90-710. Parking regulations.

Terrace

- 4. Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be a ~~8'-9'~~ X 20' rectangle.



E. 4th Street

321 E. 4th

Windom Street

Nebraska Street

603 Nebraska

E. 6th Street





509 Nebraska

Nebraska Street

E. 5th Street



520 Nebraska

6th Street

Nebraska



402 Nebraska

E. 4th Street

Nebraska Street

ORDINANCE NO. 2014-36

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 4 R-3 RESIDENTIAL DISTRICT, SECTION 90-264 PERMITTED CONDITIONAL USES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That the Planning Commission held a public hearing on November 3, 2014, regarding this amendment, and have recommended approval thereof subject to the following "Findings of Fact":

- Staff's recommendation; and
- Consistency with the Comprehensive Plan and the current and future land use maps.

Section 2. That Chapter 90, Article IV Residential Districts, Division 4. R-3 Residential District, Section 90-264 Permitted Conditional Uses of the Wayne Municipal Code shall be amended as follows:

Sec. 90-264. Permitted conditional uses

A building or premises in an R-3 district may be used for the following in conformance with the prescribed conditions:

1. For a bed and breakfast guest home:
 - a. Parking as required in Section 90-710.
 - b. Signs in conformance with Section 90-713.
 - c. A maximum of four rooms or suites of rooms are made available for use as transient lodging.
 - d. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.
2. For a domestic shelter, the maximum number of occupants shall not exceed one person per 1,000 square feet of lot area.
3. For a multi-family dwelling.
 1. The maximum number of sleeping rooms shall not exceed one per ~~500~~ 700 square feet of lot area.
 2. The front of the building facing the street shall include one of the following:
 - a. A door and eight (8) percent of the surface area covered with windows.
 - b. Ten (10) percent of the surface area covered with windows.
 3. The primary means of egress for any dwelling unit shall not exit into a side yard unless the door is at least 30 feet from the property line it is facing.
 4. The primary means of egress must exit onto a covered stoop or deck.
 5. Twenty (20) percent of the lot must be maintained as landscaping which is not paved or used for parking.

Section 3. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-37

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 November 3, 2014, and recommended amending Section 90-710 Parking Regulations, Terrace (4) 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

Terrace

1. Parking or driveway surface shall only be on concrete or hot mix asphalt.
2. Parking or driveway surface shall be a minimum of five and a half (5½) inches thick and shall include the intersecting sidewalks to the same depth.
3. Parking or driveway surface shall have the curb ground or sawed out the entire parking or drive-way width.
Exception: When proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.
4. Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be an ~~8'~~ 9 X 20' rectangle.
5. Terrace parking shall not interfere with the intersection site triangle of this code.
6. Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.
7. Terrace parking and driveway surfaces shall be excavated a minimum of four (4) inches deeper than the surrounding terrain or unpaved surface.
8. Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of twelve (12) inches wide the entire width of the parking surface or driveway.
9. Parking or driveway surfaces shall be placed on a minimum of two (2) inches of compacted sand or gravel material.
10. Proposed parking or driveway surface's property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

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 _____, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-31

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 22, ARTICLE II. OCCUPATION TAX BY AMENDING SECTION 22-37 UTILITY FRANCHISE FEES; 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 22, Article II, Occupation Taxes shall be amended as follows:

Sec. 22-37. Utility (Electric, Water and Sewer) Franchise Fees.

There is hereby assessed a Franchise Fee for the distribution of electricity for sale in an amount equal to ~~8.5~~ 10.5% of the gross receipts derived from the business of distributing and selling electricity. Payment shall be made to the Clerk on a monthly basis.

There is hereby assessed a Franchise Fee for the distribution of water for sale in an amount equal to ~~7~~ 8% of the gross receipts derived from the business of distributing and selling water. Payment shall be made to the Clerk on a monthly basis.

There is hereby assessed a Franchise Fee for the processing of sewer in an amount equal to 7% of the gross receipts derived from the business of processing sewer. Payment shall be made to the Clerk monthly.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval and publication or posting as required by law.

PASSED AND APPROVED this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA

By: _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-32

AN ORDINANCE AMENDING CHAPTER 22, ARTICLE II, SECTION 22-33 OF THE WAYNE MUNICIPAL CODE REGARDING NATURAL GAS COMPANIES; FRANCHISE FEE; TO REPEAL THE ORIGINAL SECTION; AND PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 22, Article II, Section 22-33 of the Municipal Code of Wayne, Nebraska, be amended to read as follows:

§22-33 NATURAL GAS COMPANIES; FRANCHISE FEE.

- A. Imposed. All natural gas companies selling, distributing or transporting natural gas in the City are required to collect from their customers located within the corporate limits of the City and pay a franchise fee in an amount based on the following fee schedule:

CUSTOMER CLASS	FEE
Residential	\$2.50 4.00/month/customer
Commercial	\$5.00 7.00 /month/customer
Industrial	\$50.00/month/customer

The amount collected and paid by natural gas companies shall be in lieu of, and natural gas companies shall be exempt from, all other occupation, license, excise, or right-of-way permit fees or taxes.

Natural gas companies shall list the local franchise fee collected from customers as a separate item on bills for utility service issued to customers. If at any time any authority having proper jurisdiction prohibits such recovery, then natural gas companies will no longer be obligated to collect and pay the franchise fee herein contemplated.

- B. When Paid. Payment of the franchise fee levied herein shall be made to the City on a quarterly basis, using the calendar quarter year as a basis for computing the amount due. Each quarterly payment shall be due within thirty (30) days after the end of each calendar quarter year. The franchise fee levied herein shall be paid to the City Clerk who shall furnish a proper receipt upon payment. The amount of payment shall be recorded and credited by the Clerk to the City General Fund.
- C. Delinquent Payments. Payments of the franchise fee, as provided in this section which are made after the due date, shall be subject to a penalty of one percent (1%) of the amount due for each month or fraction of a month past due. This amount shall be paid in addition to the fee which is due. Such statement shall be certified by an authorized representative.

- D. Adjustments. Each succeeding payment of the franchise fee levied pursuant to this section may include any adjustment which is shown on any previous report. Such adjustments may include uncollectible amounts or other amounts that cause an increase or decrease in the amount of the franchise fee paid in any previous quarterly period.
- E. Records. The City shall have the right, at any reasonable time, to require any natural gas company to produce all books and records necessary to verify any report submitted pursuant to this section.
- F. Collection. In case any natural gas company shall fail to make payment of the franchise fee provided for by this section, the City shall have the right to sue in any court of competent jurisdiction for the amount of such franchise fee due and payable under the terms and provisions of this section and may recover judgment against any such company for such amount so due, together with interest and penalties, and may have execution thereon.

Section 2. Original Section 22-33 and any other sections in conflict with this ordinance are hereby repealed.

Section 3. This ordinance shall take effect and be in full force beginning _____, 2014, after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-38

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-130 RELATING TO PARKING; PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; 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 III, Section 78-130 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-130 PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY.

(a) No person shall, at any time, park a motor vehicle upon the following described streets:

1. The south side of the centerline of East 6th Street from the north-south alley between Main Street and Logan Street east to the west line of Tomar Drive.
2. The south side of the centerline of East 7th Street from the east line of Main Street east to the city limits.
3. The south side of the centerline of East 5th Street from the north-south alley between Main Street and Logan Street east to Valley Drive.
4. The south side of the centerline of Valley Drive from the east line of 5th Street east to the point where Valley Drive turns north and then on the east side of the centerline north to the south line of East 7th Street.
5. The east side of the centerline of Wayside Lane from the north line of Valley Drive north to the south line of East 6th Street.
6. The east side of the centerline of Tomar Drive from the south line of East 7th Street south to the north line of East 4th Street.
7. The south side of the centerline of East 4th Street from the north-south alley between Main Street and Logan Street east to the city limits.
8. The south side of the centerline of East 3rd Street from the east line of Logan Street east to the west line of Windom Street.
9. The south side of the centerline of Fairgrounds Avenue from the east line of South Nebraska Street east to the city limits.
10. The south side of the centerline of Folk Street from the east line of South Nebraska Street to the west line of South Windom Street.
11. The east side of the centerline of Logan Street from the north line of East 4th Street north to the south line of East 7th Street.
12. The west side of the centerline of Logan Street from the north line of East 5th Street north to the south line of East 7th Street.
13. The east side of the centerline of Nebraska Street from the north line of East 2nd Street north to the south line of East 7th Street.
14. The east side of the centerline of Windom Street from the north line of East 3rd Street north to the south line of East 7th Street.

15. The west side of the centerline of Windom Street from the north line of East 3rd Street north a distance of 150 feet.
16. The east side of the centerline of South Windom Street from the north line of Fairgrounds Avenue north to the south line of East 3rd Street.
17. The east side of the centerline of Walnut Street from the north line of East 4th Street north to the south line of East 7th Street.
18. The east side of the centerline of Dearborn Street from the north line of East 5th Street north to the south line of East 7th Street.
19. The east side of the centerline of Dearborn Street from the north line of East 4th Street south to the north line of East 4th Street.
20. The east side of the centerline of South Nebraska Street from the south line of Fairgrounds Avenue south to the city limits.
21. The east side of the centerline of South Windom Street from the south line of Fairgrounds Avenue south to the city limits.
22. The east side of the centerline of Main Street from 75' north of the north line of East 4th Street to the south line of 7th Street.
23. The west side of the centerline of Windom Street from the south line of East 7th Street south for a distance of 25 feet.
24. The west side of the centerline of Tomar Drive from the south line of East 7th Street south 600 feet.
25. The south side of the centerline of Jaxon Street from the west line of Tomar Drive west to the north line of East 4th Street.
- 26. The east side of the centerline of Thorman Street from the south line of East 7th Street south to the north line of East 4th Street.**
- 27. The south side of the centerline of Erin Street from the west line of Thorman Street west to the east line of Joel Street.**
- 28. The east side of the centerline of Joel Street from the south line of Erin Street south to the north line of Alex Street.**

(b) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

Section 2. Any and all provisions of the Wayne Municipal Code in conflict with this Ordinance are hereby repealed.

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-39

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-131 RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY; 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 III, Section 78-131 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

§ 78-131 RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; SOUTHEAST QUADRANT OF THE CITY.

No person shall, at any time, park a vehicle between the hours of 12:00 midnight and 5:00 a.m. upon any of the following described streets or parts of streets:

1. The north side of the centerline of East Sixth Street east to the city limits.
2. The north side of the centerline of East Fifth Street east to a point where East Fifth Street becomes Valley Drive.
3. The north side of the centerline of Valley Drive from the east line of East Fifth Street east to the point where Valley Drive turns north and then on the west side of the centerline north to the south line of East Seventh Street.
4. The north side of the centerline of East Fourth Street from the east line of Main Street east to the city limits.
5. The north side of the centerline of East Third Street from the east line of Logan Street east to the west line of Windom Street.
6. The west side of the centerline of Logan Street from the south line of East Fifth Street south to the north line of Fairgrounds Avenue.
7. The east side of the centerline of Logan Street from the north line of Fairgrounds Avenue north to the south line of East Fourth Street.
8. The west side of the centerline of Nebraska Street from the north line of East Second Street north to the south line of East Seventh Street.
9. The west side of the centerline of Windom Street from the north line of East Third Street north to the south line of East Seventh Street.
10. The west side of the centerline of Windom Street from the south line of East Third Street south to the north line of Fairgrounds Avenue.
11. The west side of the centerline of Walnut Street from the north line of East Fourth Street north to the south line of East Seventh Street.
12. The west side of the centerline of Dearborn Street from the north line of East Fourth Street north to the south line of East Seventh Street.
13. The west side of the centerline of Wayside Lane from the north line of Valley Drive north to the south line of East Sixth Street.

14. The north side of the centerline of Fairgrounds Avenue from the east line of Main Street east to the city limits.
15. The west side of the centerline of South Nebraska Street from the south line of Fairgrounds Avenue south to the city limits.
16. The north side of the centerline of Folk Street from the east line of South Nebraska Street east to the west line of South Windom Street.
17. The west side of the centerline of South Windom Street from the south line of Fairgrounds Avenue south to the city limits.
- 18. The west side of the centerline of Thorman Street from the south line of East 7th Street south to the north line of East 4th Street.**
- 19. The north side of the centerline of Erin Street from the west line of Thorman Street west to the west line of Joel Street.**
- 20. The west side of the centerline of Joel Street from the north line of Erin Street south to the south line of Alex Street.**

(b) Appropriate signs shall be placed to advise the public of these prohibited parking regulations.

Section 2. Any and all provisions of the Wayne Municipal Code in conflict with this Ordinance are hereby repealed.

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2014-41

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78, ARTICLE III, SECTION 78-134 RELATING TO PARKING TIME LIMITS OF 30 MINUTES AND ONE HOUR; LOCATION; 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 III, Section 78-134 of the Municipal Code of Wayne, Nebraska, is hereby amended to read as follows:

78-134 Parking time limits of 30 minutes and one hour; location

- (a) No person shall, at any time, park a vehicle between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, for more than one hour upon **the following locations:**
 - i) The west side of Pearl Street from 140 feet 8 inches south of the centerline of Third Street to 200 feet 8 inches south of the centerline of Third Street.
 - ii) **The north side of East 2nd Street from 149 feet west of the centerline of Logan Street to 179 feet west of the centerline of Logan Street.**
- (b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

Section 2. The original Section and any other sections in conflict with this ordinance are hereby repealed.

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

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2014-93

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE “WAYNE STORM SHELTER/WATER LINE IMPROVEMENT PROJECT.”

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services for the “Wayne Storm Shelter/Water Line Improvement Project;” and

WHEREAS, a proposal has been requested and received from JEO Consulting Group, Inc., for engineering services for said project; and

WHEREAS, the total fee for said services is a sum not to exceed \$47,340.00; and

WHEREAS, staff recommendation is to accept the proposal of JEO Consulting Group, Inc.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and JEO Consulting Group, Inc., for the “Wayne Storm Shelter/Water Line Improvement Project” be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the Agreement for said professional services on behalf of the City.

PASSED AND APPROVED this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

October 28, 2014



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

Mr. Lowell Johnson, City Administrator
City of Wayne
306 Pearl Street
Wayne, NE 68787

RE: Wayne, NE
Storm Shelter / Water Line Improvements
JEO Project No. P140948

Dear Mr. Johnson:

We appreciate you providing JEO Consulting Group, Inc. with the opportunity to submit the following proposal for assisting with the storm shelter and water line improvements. We are excited to demonstrate to you why the JEO team is so highly respected in our industry and why we are the best choice for this assignment.

Currently, it is our understanding that the following services are desired for JEO Consulting Group, Inc. to provide.

Scope: Engineering services provided shall be as indicated in the Scope of Services included in Attachment A. JEO intends to provide plans and technical specifications for the proposed work. If our proposed scope is not consistent with your needs, please advise us and we will tailor our services appropriately to meet your needs and budget.

Fee: JEO's fees from the proposed services are outlined as follows:

Task 100 – Storm Shelter

Preliminary Design	\$ 9,600.00 (Lump Sum)
Final Design	<u>\$ 8,340.00 (Lump Sum)</u>
Subtotal	\$17,940.00

Task 200 – Water Line Relocation

Preliminary Design	\$ 9,700.00 (Lump Sum)
Final Design	\$ 4,500.00 (Lump Sum)
Bidding	\$ 4,000.00 (Lump Sum)
Construction Services	\$ 6,200.00 (Lump Sum)
Resident Project Representative	<u>\$ 5,000.00 (Hourly)</u>
Subtotal	\$29,400.00

Total Services \$47,340.00

Payment: Payment is due 30 days of the Invoice Date. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/Month).

Michael Schultes will be the Project Manager on this project and Roger Protzman will be the designated representative. We ask that you also designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

City of Wayne
October 28, 2014
Page 2

Our firm appreciates the opportunity to work with you on this project. If you concur that our firm should provide these services for the project, we request that you please sign each of the copies attached and return one copy to us for our records.

If any of this does not agree with your understanding of this project or you have any questions concerning the above, please contact us at your convenience.

Sincerely,



Michael E. Schultes, PE
Project Manager



Roger S. Protzman, PE
Senior Project Engineer

MES/RSP:skw
Encl.

Accepted:

City of Wayne

Date



**FEBRUARY 1, 2014
JEO CONSULTING GROUP INC.
CURRENT HOURLY RATE SCHEDULE RANGE**

ACTUAL HOUR BASIS

Project Managers:	\$120.00 -	\$190.00
Project Engineers/Architects:	\$100.00 -	\$158.00
Project Engineers (E.I.):	\$75.00 -	\$110.00
Engineering/Surveying/ Architectural/Planning/GIS Technicians:	\$75.00 -	\$120.00
Office/Administrative:	\$76.00 -	\$100.00
Principals:	\$175.00 -	\$205.00

NOTE: Cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc. are included in our hourly rates and fees, and not charged separately.

Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement or \$50,000.00, whichever is greater.

ATTACHMENT A

SCOPE OF SERVICES

Project Description: **Task 100** – Develop plans for a public restroom / storm shelter (safe room) to be located in East Park. Plans to include plumbing, ventilation, electrical, and ADA elements. Exterior finishes are specifically excluded at Owner's request including siding and shingles. We understand the community of Wayne was awarded a federal grant for the development of a safe room designed and constructed to meet the guidelines specified by the Federal Emergency Management Agency (FEMA P-361 Design and Construction Guidance for Community Safe Rooms). We understand these guidelines have to meet and exceed the design criteria set forth in the International Code Council (ICC-500), Standard for the Design and Construction of Storm Shelters. Design is to accommodate 40 to 49 people. Each restroom will accommodate two individuals. This task is limited to design services only and bidding or construction services can be provided at standard hourly rates if requested in the future.

Task 200 - Develop plans and specifications for water main improvements between 4th and 7th Streets along Walnut Street and along 4th Street from Nebraska Street to Dearbon Street. Services to include survey, design, bidding, construction services, staking, and part time resident project representative. Approximately 1600 feet of water main is anticipated to be relocated.

General Phases for each Task are as follows:

Preliminary Design Phase

- A. Attend Initiation/Kick-off Meeting with Owner (1 meeting). Meeting review to include:
 - a. Review the scope, schedule, and project requirements.
 - b. Collect additional information about the proposed improvements and to review the available data.
 - c. Review the proposed water alignment locations and discuss the amount of property acquisition/easements necessary if any. Owner to visit with landowner(s) to communicate the proposed property issues.
 - d. Engineer will also ask for any specific requirements or concerns from the Owner about the project.
 - e. Engineer and Owner to finalize sizing and facilities in restroom/storm shelter.
- B. Once Owner has provided confirmation to the Engineer of the proposed water main and storm shelter, and both Owner and Engineer are comfortable with the proposed locations, Engineer will schedule and conduct a topographic survey to compliment the survey data previously collected. Schedule utility location information and incorporate all marked utilities on the preliminary plans (sewer, gas, telephone, electrical, fiber optic). Surveyors also to locate right away lines when lot corners are present.
- C. Plot existing field data in AutoCAD.
- D. Prepare a 30% preliminary set of plans and conduct a plan-in-hand review in the field to confirm the proposed layout and survey information.
- E. Review alternatives for major construction materials and equipment.

- F. Prepare 70% preliminary plans and specifications. Plans and specifications to include:
 - a. General location maps.
 - b. Survey control sheets.
 - c. Water main plan and profile sheets with corresponding technical specifications.
 - d. Building floor plan and sections with structural details.
 - e. Electrical sheets including a new electrical service for the building.
 - f. Front end specifications complete with bidding, contract, and funding requirement documentation.
- G. Perform an internal quality assurance and quality control (QA/QC) review of the plans and specifications.
- H. Present completed 70% preliminary design to Owner and review in detail with the Owner's designated representative(s). Review proposed equipment and preliminary opinion of cost. (1 meeting).

Final Design Phase

- A. Revise plans and specifications based on the QA/QC comments and the 70% design meeting with the owner.
- B. Prepare 90% complete plans and specifications. Plans and specifications to include:
 - a. Revised and advanced plan sheets from the 70% complete set.
 - b. Insertion of design detail sheets.
 - c. Completion of the special provisions section of the specifications.
- C. Perform an internal quality assurance and quality control (QA/QC) review of the 90% complete plans and specifications.
- D. Revise the plans and specification in accordance with the review comments.
- E. Perform legal research necessary for the proposed property boundary survey and acquisition/easement descriptions. Write up to three (3) land acquisition legal descriptions to be provided to the City and/or City attorney to be used in the acquisition of land purchase or easements for the proposed improvements. Any additional descriptions for easements or other property acquisitions can be negotiated as needed.
- F. Finalize construction drawings and specifications subject to Owner's approval.
- G. Prepare a list of final construction quantities and furnish an Engineer's Opinion of Cost.
- H. Present completed final documents (Plans, Specifications, and Contract Documents) to Owner for review, approval, and review in detail by attending up to one (1) meeting with Owner, as necessary, to present Final Design Documents and Opinions of Cost.
- I. Complete the NDOR Right of Way permit for constructing utilities within the highway right of way. Owner to pay all permit fees.
- J. Submit final plans, specifications, and bid documents to the Nebraska Department of Environmental Quality for the construction permit.
- K. Incorporate regulatory agency comments into final design plans and specifications with revised documents or prepare addendum as appropriate.

Bidding and Negotiation Phase

- A. There will be one bid opening for the project.
- B. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- C. Respond to inquiries from prospective bidders and prepare any addenda required.

- D. Assist the Owner in securing construction bids for the project.
- E. Assist the Owner at the bid opening.
- F. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- G. Prepare and submit necessary information to the Owner for project award approval. (1 meeting).
- H. Prepare Contract Documents for execution by Contractor and the Owner, and approval by Owner and Owner's legal and insurance counsel.

Construction Phase Services

- A. Schedule and conduct a Pre-Construction Conference. Minutes of the Pre-Construction Conference will be provided to all participants by the Engineer.
- B. Provide construction staking of the proposed improvements. The proposed improvements will be staked one time, and will include line and grade for all main (100' or longer intervals) and line and grade of all manholes. Staking of all the proposed improvements will be completed during the same trip.
- C. Provide interpretation of plans and specifications.
- D. Review shop drawings and related data of the Contractor(s) and manufacturer(s).
- E. Provide Contract Administration for one (1) contract. Construction Administration includes preparing the Contract between the Owner and Contractor, facilitating obtaining the required signatures, insurance requirements, bonds, and Notice of Award and Notice to Proceed between the Contractor and Owner. All executed documents will be compiled and a copy provided to the Owner and to the Contractor for their records.
- F. Review Contractor's periodic (monthly) payment estimates and provide to Owner with recommendations. (No meetings).
- G. Consult with and advise the Owner or their representative during construction.
- H. Conduct a final inspection of the project with the Contractor's and Owner's Representative(s). A Punch List will be prepared following final inspection and presented to the Contractor for completion prior to final payment.
- I. Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). These recommendation(s) will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor(s) have completed their contracts in substantial compliance with the plans, specifications and contract documents.

Meeting Included in the Scope of Services

- A. Kick-off Meeting. (1 meeting)
- B. 70% Review Meeting with City's Designated Representative(s). (1 meeting)
- C. Present Final Plans to City Council for approval. (1 meeting)
- D. Present bid results to City Council for their review and approval. (1 meeting)

Additional Services Not Included, But Could Be Negotiated If Needed.

- A. Prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit permit applications to NDEQ for NPDES permitting requirements for the project if the project will disturb more than 1 acre of land.
- B. Floodplain, Corps 404, or any other permitting, not outlined in the scope of services.
- C. Provide an Operations and Maintenance manual.
- D. Generator design for building.
- E. SWPPP Administration and monitoring services during construction.
- F. Meetings not outlined in the scope of services.
- G. Any other item not outlined in the scope of services.

Estimated Time Frame

- A. Preliminary Design Phase – 30 calendar days from authorization to proceed.
- B. Final Design Phase – 30 calendar days following acceptance of preliminary design.
- C. Bidding & Negotiation Phase – 30 to 60 calendar days from approval by the City Council.

RESOLUTION NO. 2014-94

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON THE WEST HALF (W1/2) OF LOT TEN (10), TAYLOR & WACHOB'S ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 615 WEST THIRD STREET, WAYNE, NEBRASKA.

WHEREAS, the City of Wayne has incurred costs associated with the mowing of the property located at 615 West Third Street, Wayne, Nebraska, and legally described as the West Half of Lot 10, Taylor & Wachob's Addition to Wayne, Wayne County, Nebraska; and

WHEREAS, Section 34-61 of the Wayne Municipal Code requires each owner of any lot or parcel of land in the City of Wayne to cut and remove all weeds and other rank growth of vegetation on such property as close to the ground level as possible throughout the period of May 1st to October 15th of each year; and

WHEREAS, the Superintendent of Public Works & Utilities has caused to be published in the Wayne Herald the notice required under Section 34-61 specifying that said weeds and other rank growth vegetation shall be cut during the above-referenced period; and

WHEREAS, the City's Public Works Department is authorized under said Section to notify in writing the owner of any property within the City to cut any such weeds found growing on such property by United States mail, postage prepaid, addressed to such owner at his or her last known address or served personally; and

WHEREAS, on the failure, neglect or refusal of any such owner to cut or destroy such weeds located upon such property within seven days after the mailing or personal service date of such notice, the City's Public Works Department is authorized to pay for the cutting of such weeds or to order the removal by the City; and

WHEREAS, the cost of any such cutting, destroying, or removing such weeds shall be at the expense of the owner of such property; and

WHEREAS, if the costs of cutting, destroying or removing weeds and other rank growth of vegetation and costs of removing any refuse, debris, or other obstructions, to permit such cutting are unpaid for two months, pursuant to said Section 34-61, the City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the amount of such expense, and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures; and

WHEREAS, the City's Public Works Department has notified Courtney Whiteman, the owner of 615 West Third Street, Wayne, Nebraska, and legally described as the West Half of Lot 10, Taylor & Wachob's Addition to Wayne, Wayne County, Nebraska, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid, at the last known address of Courtney Whiteman or served personally; and

WHEREAS, upon the failure, neglect or refusal of Courtney Whiteman to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Public Works Department did then undertake the removal of such weeds from said property, pursuant to Section 34-61 during the time period of May, 2014, through and including October, 2014; and

WHEREAS, the cost of such cutting, destroying or removal of such weeds in the total amount of \$1,200.00 has been sent to Courtney Whiteman for payment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$1,200.00 in expenses incurred by the Wayne Public Works Department in removing weeds and other rank growth of vegetation from the property owned by Courtney Whiteman and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Courtney Whiteman on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

The West Half of Lot 10, Taylor & Wachob's Addition to Wayne, Wayne County, Nebraska.

BE IT FURTHER RESOLVED that pursuant to Section 34-61 of the Wayne Municipal Code, the Wayne County Treasurer shall add such expense to, and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes.

Passed and approved this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2014-95

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON LOT 9, MCPHERRAN'S ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 908 CIRCLE DRIVE, WAYNE, NEBRASKA.

WHEREAS, the City of Wayne has incurred costs associated with the mowing of the property located at 908 Circle Drive, Wayne, Nebraska, and legally described as Lot 9, McPherran's Addition to Wayne, Wayne County, Nebraska; and

WHEREAS, Section 34-61 of the Wayne Municipal Code requires each owner of any lot or parcel of land in the City of Wayne to cut and remove all weeds and other rank growth of vegetation on such property as close to the ground level as possible throughout the period of May 1st to October 15th of each year; and

WHEREAS, the Superintendent of Public Works & Utilities has caused to be published in the Wayne Herald the notice required under Section 34-61 specifying that said weeds and other rank growth vegetation shall be cut during the above-referenced period; and

WHEREAS, the City's Public Works Department is authorized under said Section to notify in writing the owner of any property within the City to cut any such weeds found growing on such property by United States mail, postage prepaid, addressed to such owner at his or her last known address or served personally; and

WHEREAS, on the failure, neglect or refusal of any such owner to cut or destroy such weeds located upon such property within seven days after the mailing or personal service date of such notice, the City's Public Works Department is authorized to pay for the cutting of such weeds or to order the removal by the City; and

WHEREAS, the cost of any such cutting, destroying, or removing such weeds shall be at the expense of the owner of such property; and

WHEREAS, if the costs of cutting, destroying or removing weeds and other rank growth of vegetation and costs of removing any refuse, debris, or other obstructions, to permit such cutting are unpaid for two months, pursuant to said Section 34-61, the City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the amount of such expense, and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures; and

WHEREAS, the City's Public Works Department has notified Richard Keenan, the owner of 908 Circle Drive, Wayne, Nebraska, and legally described as Lot 9, McPherran's Addition to Wayne, Wayne County, Nebraska, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid, at the last known address of Richard Keenan or served personally; and

WHEREAS, upon the failure, neglect or refusal of Richard Keenan to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Public Works Department did then undertake the removal of such weeds from said property, pursuant to Section 34-61 during the time period of May, 2014, through and including October, 2014; and

WHEREAS, the cost of such cutting, destroying or removal of such weeds in the total amount of \$900.00 has been sent to Richard Keenan for payment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$900.00 in expenses incurred by the Wayne Public Works Department in removing weeds and other rank growth of vegetation from the property owned by Richard Keenan and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Richard Keenan on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

Lot 9, McPherran's Addition to Wayne, Wayne County, Nebraska.

BE IT FURTHER RESOLVED that pursuant to Section 34-61 of the Wayne Municipal Code, the Wayne County Treasurer shall add such expense to, and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes.

Passed and approved this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2014-96

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON TAX LOT 22 (50X100 FT. TRACT) IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 111 FAIRGROUNDS AVENUE, WAYNE, NEBRASKA.

WHEREAS, the City of Wayne has incurred costs associated with the mowing of the property located at 111 Fairgrounds Avenue, Wayne, Nebraska, and legally described as Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska; and

WHEREAS, Section 34-61 of the Wayne Municipal Code requires each owner of any lot or parcel of land in the City of Wayne to cut and remove all weeds and other rank growth of vegetation on such property as close to the ground level as possible throughout the period of May 1st to October 15th of each year; and

WHEREAS, the Superintendent of Public Works & Utilities has caused to be published in the Wayne Herald the notice required under Section 34-61 specifying that said weeds and other rank growth vegetation shall be cut during the above-referenced period; and

WHEREAS, the City's Public Works Department is authorized under said Section to notify in writing the owner of any property within the City to cut any such weeds found growing on such property by United States mail, postage prepaid, addressed to such owner at his or her last known address or served personally; and

WHEREAS, on the failure, neglect or refusal of any such owner to cut or destroy such weeds located upon such property within seven days after the mailing or personal service date of such notice, the City's Public Works Department is authorized to pay for the cutting of such weeds or to order the removal by the City; and

WHEREAS, the cost of any such cutting, destroying, or removing such weeds shall be at the expense of the owner of such property; and

WHEREAS, if the costs of cutting, destroying or removing weeds and other rank growth of vegetation and costs of removing any refuse, debris, or other obstructions, to permit such cutting are unpaid for two months, pursuant to said Section 34-61, the City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the amount of such expense, and such expense shall become a lien on the property upon which the removal measures were taken as a special assessment levied on the date of such measures; and

WHEREAS, the City's Public Works Department has notified Randy Pick, the owner of 111 Fairgrounds Avenue, Wayne, Nebraska, and legally described as Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid, at the last known address of Randy Pick or served personally; and

WHEREAS, upon the failure, neglect or refusal of Randy Pick to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Public Works Department did then undertake the removal of such weeds from said property, pursuant to Section 34-61 during the time period of May, 2014, through and including October, 2014; and

WHEREAS, the cost of such cutting, destroying or removal of such weeds in the total amount of \$300.00 has been sent to Randy Pick for payment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$300.00 in expenses incurred by the Wayne Public Works Department in removing weeds and other rank growth of vegetation from the property owned by Randy Pick and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Randy Pick on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

Tax Lot 22 (50x100 ft. tract) in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska

BE IT FURTHER RESOLVED that pursuant to Section 34-61 of the Wayne Municipal Code, the Wayne County Treasurer shall add such expense to, and it shall become and form a part of the taxes on such property described herein and shall bear interest at the same rate as taxes.

Passed and approved this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

Bid Tabulation Sheet for Wheel Loader

COMPANY		Type	Vehicle Cost	Trade-In Value	Net Cost
Murphy Tractor & Equipment Co	2015 John Deere 544K		\$ 174,253.00	\$ 24,500.00	\$ 149,753.00
NMC, Inc. (CAT)	2014 924K High Lift		\$ 170,400.00	\$ 25,000.00	\$ 145,400.00
Titan Machinery	2014 or 2015 K621FXR		\$ 147,500.00	\$ 34,000.00	\$ 113,500.00

BID PROPOSAL

City of Wayne, Nebraska

Murphy Tractor and Equipment Company of Sioux City, IA, states that we are a franchise dealer and distributor for the John Deere Company, manufacturer of wheel loaders. We further affirm that we have read the specifications and conditions pertaining to a wheel loader for the City of Wayne, Nebraska.

We propose to offer to the City of Wayne, Nebraska, one (1) John Deere Model 544K, wheel loader for the sum of \$174,253.00, which is considered the base bid and included all the items called for in the specifications, unless otherwise noted.

As an option, we propose to offer to the City of Wayne, Nebraska, the sum of \$24,500.00, as trade allowance for the used, 1990, Caterpillar 926E wheel loader, SN 94Z03348.

Wheel loader price less trade in allowance is \$149,753.00.

Delivery Date

Proposed delivery date: 60 to 90 days from order.

List exceptions or variations from specifications if any:

No Exceptions



10/29/2014

City of Wayne Nebraska

We would like to thank you for your interest in our company and our products, and we are pleased to submit the following bid for your consideration.

Wheel Loader Bid:

Make: Caterpillar
 Model: 924K High Lift
 Year: 2014

Purchase Price: \$170,400.00
 Less Trade: ---\$ 25,000.00

TOTAL \$ 145,400.00

11002 Sapp Bros. Dr.
Omaha, NE 68138

4918 F St.
Omaha, NE 68117

10608 Sapp Bros. Dr.
Omaha, NE 68138

10808 S. 156th St.
Omaha, NE 68136

2705 N. 10th St.
Gering, NE 69341

3501 S. Jeffers St.
North Platte, NE 69101

10501 S. US Hwy. 281
Doniphan, NE 68832

622 23rd St.
Columbus, NE 68601

2514 S. 13th St.
Norfolk, NE 68701

1717 Chiefs Way
Wayne, NE 68787

925 280th Rd.
Seward, NE 68434

930 West O St.
Lincoln, NE 68528

401 NW 56th St.
Lincoln, NE 68528

5601 NE 22nd St.
Des Moines, IA 50313

11332 265th St.
Mason City, IA 50401

Note: All attachments listed in bid specifications dated 10/13/2014 are included in the sale price of the machine.

Attachments: ACS hydraulic quick coupler, ACS 3.0 cyd. bucket, TAG Manufacturing 106 Bio Mass Rake with grapple.

Delivery Date: Approximately 60 days

Randi Hale
NMC, Inc.
2514 South 13th Street
Norfolk, NE. 68701

Telephone: 402-640-5300

RESOLUTION NO. 2014-98

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE A CONTRACT BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY FOR THE CLEAN WATER STATE REVOLVING FUND (CWSRF) PROJECT LOAN NO. C31-7032 FOR THE BIOSOLID TREATMENT AND DEWATERING FACILITY IMPROVEMENTS.

WHEREAS, the City of Wayne, Nebraska, recognizes that a properly functioning sanitary sewer system is necessary to the health and welfare of the citizens of the City; and

WHEREAS, the Mayor and City Council have determined that portions of the City sanitary sewer system are in need of significant repair and improvement; and

WHEREAS, funding for the cost of the repair and improvement of portions of the City sanitary sewer system may be obtained by loan from the Nebraska Department of Environmental Quality, subject to certain requirements and obligations.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Council of the City of Wayne, Nebraska, that they should execute the contract for loan between the Nebraska Department of Environmental Quality and the City of Wayne, Nebraska, designated as Project No. C31-7032 incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, that the Mayor is hereby directed to execute the contract and all other documents necessary to facilitate the loan between the Nebraska Department of Environmental Quality and the City of Wayne, Nebraska, for the purpose of repairing and improving the City's sanitary sewer system; and

BE IT FURTHER RESOLVED, that Ken Chamberlain, Mayor, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations and to receive payment on behalf of the applicant.

PASSED AND APPROVED this 18th day of November, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

LOAN CONTRACT
(Governmental Borrower)

Between

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

and

CITY OF WAYNE, NEBRASKA

NDEQ Project No. C317032

DATED AS OF _____, 2014

LOAN CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE CITY OF WAYNE, NEBRASKA
PROJECT NO. C317032

This Loan Contract (hereinafter "Loan Contract"), is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environmental Quality (hereinafter "NDEQ") and the City of Wayne, Nebraska, (hereinafter "Municipality").

WITNESSETH THAT

WHEREAS, the Federal Water Quality Act of 1987 (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under CFDA #66.458 (Capitalization Grants for State Revolving Fund), on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Neb. Rev. Stat. §81-15,153 empowers the NDEQ to loan available funds in the Wastewater Treatment Facilities Construction Loan Fund (hereinafter "Fund") to municipalities pursuant to the Wastewater Treatment Facilities Construction Assistance Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of NDEQ is given the responsibility for administration and management of the Fund; and

WHEREAS, the NIFA is authorized under Neb. Rev. Stat. §58-201 et. seq. and the Act to issue revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for NDEQ to loan to Municipalities and to satisfy the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA may from time to time issue its Wastewater Treatment Facilities Construction Loan Fund revenue bonds for the purpose of financing wastewater treatment projects (as defined in the Act), including to provide funds for NDEQ to loan to Municipalities and to satisfy the state match requirements of the Federal Act; and

WHEREAS, NDEQ may from time to time enter into a pledge agreement with NIFA (the "Pledge Agreement"), pursuant to which NDEQ will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Clean Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the City of Wayne, Nebraska is a "Municipality" as defined in Neb. Rev. Stat. §81-15,149(7); and

WHEREAS, the project (hereinafter "Project") to be financed under this Loan Contract, includes the construction of a Biosolids Treatment and Dewatering Facility at their Wastewater Treatment Works, and

WHEREAS, the Project Cost is based upon estimates of the Municipality and at times during or at completion of construction the loan amount may be adjusted by the NDEQ pursuant to Section 2.01; and

WHEREAS, the Project is included in the NDEQ Intended Use Plan; and

WHEREAS, the NDEQ has approved the Municipality's application for a Loan from federal funds and the state match requirement if and when received by and made available to NDEQ pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of the Loan Contract by NDEQ, the Municipality agrees to complete its Project and to perform under this Loan Contract in accordance with the conditions, covenants and procedures set forth below:

ARTICLE I

DEFINITIONS

Definitions. The following terms as used in this Loan Contract shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §81-15,147 et seq., as amended.

"Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Municipality to perform any act or execute any document relating to this Loan Contract.

"Cut-off Date" means the date established by NDEQ at the Project's final inspection prior to which the Municipality will make the final disbursement request for eligible Project Costs.

"Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.05.

"Event of Default" means any occurrence or event specified in Article V.

"Fund" means the Wastewater Treatment Facilities Construction Loan Fund.

"Initiation of Operation" means the date on which the Municipality places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.

"Late Payment" means any payment that is not received within fifteen days of the due date.

"Loan" means the loan made by NDEQ to the Municipality to finance or refinance a portion of the Costs of the Project pursuant to this Loan Contract.

"Loan Amount" means the amount specified in Section 2.01 hereof which NDEQ has agreed to disburse to the Municipality subject to the terms, provisions, and conditions of this Loan Contract and the availability of State and Federal Funds.

"Loan Contract" means this Loan Contract, including the Exhibits attached hereto, as it may be properly supplemented, modified or amended.

"Loan Repayments" means the payments payable by the Municipality pursuant to Section 2.05 of this Loan Contract.

"Loan Terms" means the terms of this Loan Contract provided in Article II of this Loan Contract.

"Municipality" means the City of Wayne, Nebraska that is a party to and is described in the first paragraph of this Loan Contract, and its successors and assigns.

"Municipality Fiscal Year" means the twelve-month period ending on September 30 of each year.

"NDEQ" means the Nebraska Department of Environmental Quality established pursuant to Neb. Rev. Stat. §81-1501 et. seq, as amended.

"NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58-201 et. seq., as amended.

"Note" means a promissory note of the Municipality with respect to the Loan in the form of Attachment F to this Loan Agreement.

"Project" means the acquisition, construction, improvement, repair, rehabilitation of the Biosolids improvements of the Municipality described herein, which constitutes a project for which NDEQ is making a Loan to the Municipality pursuant to this Loan Contract.

"Project Costs" means eligible costs associated with secondary or tertiary treatment and appurtenances; infiltration and inflow correction, major sewer system rehabilitation; new collector sewers and appurtenances; new interceptors and appurtenances; land integral to the treatment process; correction of combined sewer overflows; and other costs eligible under the Federal Act including capitalized interest. Project Costs do not include the costs of water rights and for land which is not integral to the treatment process, easements and rights-of-way, legal costs, fiscal agent's fees, operation and maintenance costs and municipal administrative costs. Project Costs are described in Attachment B.

"Regulations" means Title 131, Nebraska Department of Environmental Quality, and any amendments thereto promulgated by NDEQ pursuant to the Act.

"Retainage" means construction costs held back by the municipality from the payments due to the contractor to assure satisfactory completion of the construction contract.

"State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through NDEQ and its successors and assigns.

"Trustee" means the trustee under any trust indenture with respect to the revenue bonds the proceeds of which are deposited in the Loan Fund.

"User Charge System" means the methodology used to assess user charge fee(s) for the users of the Wastewater Treatment Works within the Municipality's jurisdiction.

"Wastewater Treatment Works" means the structures, equipment and processes required to collect, transport and treat domestic or industrial wastes and to dispose of the effluent and sludges.

"Wastewater User Charge" means the revenues derived by the Municipality from the fees and charges for the use and services furnished by or through the Municipality's Wastewater Treatment Works.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Contract, and subject to the availability of State and Federal funds, NDEQ will loan one million nine hundred thirty eight thousand six hundred fifty dollars (\$1,938,650) to the Municipality to pay a portion of the Project Costs described in Attachment B hereto. Loan Forgiveness provided is up to 50.0% of the eligible project costs up to a ceiling of one hundred thousand dollars (\$100,000). The final actual amount of the Loan Forgiveness may be reduced without revision of any other terms, provisions or conditions of this Loan Contract, other than adjustment by NDEQ to the final Repayment Schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality must make provision for the payment of all eligible costs exceeding the Loan Amount. The NDEQ may provide supplemental loan funds through a separate loan contract. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of NDEQ with such revised or additional terms, conditions, and covenants as NDEQ may require.

Section 2.02. Term of the Loan. The Municipality agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation, but no later than three (3) years from the date of the Loan, and to repay such Loan in full no later than twenty (20) years from Initiation of Operation and to pay all principal, interest, administrative fees and penalty fees when due. The municipality shall provide NDEQ 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this loan is determined by the NDEQ pursuant to Regulations and the Intended Use Plan. The interest rate on this loan during construction is 0.5 percent and after the date of Initiation of Operation is 1.5 percent per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. For the purposes of this paragraph "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

Section 2.04. Disbursement Of Loan. Upon receipt of a disbursement request for work completed and certification by the Municipality, the NDEQ agrees to disburse the principal amount of the loan set out in Section 2.01 of this Article during the progress of the Project for Project Costs. The Municipality may obtain a copy of the disbursement record upon request to NDEQ. Each disbursement shall be upon Automated Clearing House (ACH) by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Municipality. Submitted requests for disbursement must be supported by proper invoices for Project Costs, a certificate of the Authorized Representative to the effect that all representations made in this Loan remain true as of the date of the request and that no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan, or of the previous disbursement, and other documentation acceptable to and approved by the NDEQ. All disbursement requests must be made prior to the Cut-off Date established at the Project's final inspection by NDEQ.

The Municipality may request disbursement for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. Retainage withheld by the municipality on contracts will be withheld by the NDEQ until such Retainage is either reduced or released to the contractor by the Municipality. However, actual payment of such Project Costs by the Municipality is not required as a condition of a payment request.

The Municipality shall submit a draft of the operation and maintenance manual for the Project to the NDEQ before disbursements exceed 75% of the Project Costs. The Municipality shall submit a final

operation and maintenance manual to the NDEQ and receive approval before disbursements exceed 95% of the Project Cost or final disbursement, whichever comes first.

Section 2.05. Loan Payments.

(a) Principal and Interest Payments. The Municipality shall pay to the NDEQ, or at the direction of NDEQ, to NIFA or the Trustee on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEQ has been paid in full. Installments of principal and interest (total Loan service) shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A.

The NDEQ will send the Municipality an invoice 30 days prior to the due date. When a loan disbursement occurs after invoices are mailed, the NDEQ will include adjustments for interest and fee charges on the next semiannual invoice.

(b) Optional Prepayment of the Loan. The Borrower may **not** prepay the loan, together with any accrued interest in whole or in part within 5 years of the Loan Date if the Borrower has received Loan Forgiveness as part of this Loan Contract. After 5 years, the Borrower may make a partial prepayment of the Loan Amount only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan or \$50,000. NDEQ shall prepare a new Loan Repayment Schedule to revise Attachment A following receipt of any partial prepayment of the Loan.

Section 2.06. Administrative Fee. The Municipality shall pay to the NDEQ, or at the direction of NDEQ, to NIFA or the Trustee, an annual administrative fee of 1% per annum of the Loan Amount to be paid in semiannual installments of 0.5% of the Loan Amount outstanding on the date invoices are mailed in accordance with the Loan Repayment Schedule in Attachment A. The fee is waived for the first year of the Loan.

Section 2.07. Schedule Of Compliance. The Municipality agrees to perform steps of the Project in accordance with the following schedule of milestone dates.

- (a) December 2014, Loan date
- (b) June 2015, Construction start
- (c) April 2016, Initiation of Operation
- (d) April 2016, Substantial completion of construction

Section 2.08. Disadvantaged Business Enterprises (Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise/Small Business Rural Area), including Historically Black Colleges and Universities (hereinafter "DBE/HBCU"). The Municipality agrees that ten percent of the Loan Amount shall be the objective for proposed DBE, HBCU subagreement work under this Loan Contract. The Municipality shall take affirmative steps to assure that small, minority, and women's businesses pursuant to 40 CFR 31.36(e) and small businesses rural areas pursuant to 13 CFR 121.2 are used when possible as sources of supplies, construction and services. Affirmative steps shall include the following:

- (a) Placing disadvantaged business enterprises, including minority, women's, small businesses and small businesses in a rural area and historically black colleges and universities on solicitation lists;
- (b) Assuring that disadvantaged business enterprises, historically black colleges and universities are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourages participation by disadvantaged business enterprises;

(e) Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the U. S. Department of Commerce; and

(f) Requiring the prime contractor to take the affirmative steps listed above.

In addition, the Municipality agrees to submit to the NDEQ a completed SF 334 form within 15 days after the end of each federal fiscal quarter during which the Municipality or its contractors award any subagreements to a disadvantaged business enterprise for building and building-related services and supplies.

Section 2.09. Sewer Use Ordinances/User Charge Systems. The Municipality agrees to obtain approval from the NDEQ of its sewer use ordinance/User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation. The Municipality agrees that it shall not modify or amend, or make additions to or deletions from its sewer use ordinance/User Charge System without the consent of NDEQ during the term of the Loan Contract.

Section 2.10. Other Conditions and Terms.

(a) Engineering Services. The Municipality shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.

(b) Construction Contract Award. The Municipality shall obtain NDEQ concurrence and authorization prior to award of the construction contract.

(c) Initiation of Operation. The Municipality shall provide written notification to the NDEQ of the date of Initiation of Operation of the Project.

(d) Construction Completion. The Municipality shall provide written notification to the NDEQ of the construction completion date of the Project.

(e) Long Term Planning. The Municipality agrees to develop and implement a long-term wastewater treatment works management plan for the term of the loan, including yearly renewals. This plan shall recognize the cost relationship between the Project and future projects.

(f) Contractor's Security. The Municipality agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by NDEQ in the amount of the bid.

(g) Certified Operator. The Municipality agrees to provide a certified operator pursuant to Title 197 - Rules and Regulations for Certification of Wastewater Treatment Operators in Nebraska.

(h) Site Title and Easements. The Municipality must certify that site title for all easements and rights-of-way necessary to allow construction of the Project have been obtained prior to award of the construction contract (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

(i) Contractors Payments. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction contract.

(j) Bid Solicitation. The Municipality agrees that all bid solicitations will include the following statement:

"The prospective participants must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters" that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency."

(k) Debarment Suspension. The Municipality acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Contract and may also result in suspension or debarment under 40 CFR Part 32.

(l) Other Federal Requirements. The Municipality agrees to comply with other applicable Federal Requirements in Attachment D hereto.

(m) Project Sign. The Municipality agrees to display the project sign provided by NDEQ. The sign will remain the property of NDEQ and will be retrieved about one year after project completion. The Municipality will remove the sign for NDEQ when requested.

(n) Employment under Public Contracts, LB 403. The Municipality agrees to comply with the provisions of LB403, approved by the Governor April 8, 2009. The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108"

(o) Prevailing Wage. All laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Public Law 111-88 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of title 40, United States Code.

The Municipality is responsible to insure compliance with the prevailing wage requirements and will include the following information in the contract documents:

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates shall be included in the specifications. In addition, labor standard provisions, Davis Bacon and Related Acts, for federally assisted contracts shall be placed in the federal assurances of project specifications.

If an areawide decision or classification does not exist for the type of work to be performed, building or heavy, a decision or request for authorization of additional classification and rate must be requested from the Labor Department using the Standard Form 1444, Request for Authorization of Additional Classification and Rate available on the web and can be completed on line at: <http://www.wdol.gov/docs/sf1444.pdf>. These types of decisions or classifications are project specific, i.e. they are applicable only to the project for which they are requested and may not be used on any other project. Project decisions generally have an expiration date of 180 days after the date of issuance. Modifications or reissued decisions are applicable to a project if received by NDEQ not less than 10 days prior to bid opening. Modifications to classification and wage rates after bid opening shall be paid to all workers performing work in the new or modified classification from the first day on which work is performed in the additional classification as approved by the Administrator of the Wage and Hour Division, Employment Standards Administration, US Department of Labor.

Weekly Payrolls shall be submitted by the contractor to the Municipality or the Municipality's representative utilizing the Department of Labor Form WH-347. A webform which can be completed on-line is found at www.dol.gov/whd/forms/wh347.pdf instructions are also found on-line. The Municipality may also be required to submit copies of the Weekly Payrolls to NDEQ. As to each payroll copy received, the Municipality shall provide written confirmation on a form supplied by NDEQ indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The Municipality or the Municipality's representative shall periodically interview a sufficient number of the contractor's or subcontractor's employees entitled to Davis Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Municipality must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 form are available at <http://www.gsa.gov>. At a minimum, the Municipality or the Municipality's representative should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. EPA has issued a waiver from the two week interview interval requirements by a November 16, 2012, EPA Memorandum, Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants. The provision for two week interview intervals is not a regulatory or statutory requirement and has been superseded by the class deviation. The Borrower or Borrower's representative should conduct such interviews if and when the Borrower or Borrower's representative finds it necessary to ensure that contractors are complying with the prevailing wage requirements.

(p) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

"The Municipality, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."

(q) Buy American Iron and Steel Products. Section 436(a)(1) of H.R. 3547, "Consolidated Appropriations Act, 2014," requires that none of the appropriated funds for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. These Buy American requirements apply for the entirety of the

construction activities financed by the Loan Contract unless (a) a waiver is provided to the Assistance Recipient by EPA or (b) compliance would be inconsistent with United States obligations under international agreements. In order to receive a waiver, the Assistance Recipient must send a written request to the EPA Administrator. A decision will be made based on the following criteria:

- (1) The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested;
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, or
- (3) Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent.

If the Administrator receives a request for a waiver, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency. EPA will provide additional guidance on this provision as it becomes available.

The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

Iron and steel products that are not 100% compliant with the above requirements should be identified early in the planning and design process and the appropriate justification prepared and waiver process followed to meet the requirement before the project goes to construction.

Buy American Iron and Steel (AIS) requirements are waived if a project has submitted plans and specifications for approval to a State agency, prior to enactment of the Appropriations Act or January 17, 2014 in accordance with the EPA nationwide plans and specifications waiver signed April 15, 2014. In addition, EPA has granted a nationwide waiver for de minimis incidental components for eligible CWSRF projects, signed April 15, 2014. This action permits the use of products when they occur in de minimis incidental components for such projects funded by the Act that may otherwise be prohibited under section 436(a). Example of incidental components could include small washers, screws, fasteners, (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc. Funds used for such de minimis incidental non-AIS compliant components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project. The cost of an individual non-AIS compliant item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

EPA has provided additional guidance on these AIS provisions which can be found on EPA's website at http://water.epa.gov/grants_funding/aisrequirement.cfm

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality represents as follows:

(a) Organization and Authority.

(1) The Municipality is a city, town, village, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Wastewater Treatment Works, to carry on its activities relating thereto, to execute and deliver this Loan Contract, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan.

(3) The proceedings of the Municipality's governing body approving this Loan Contract and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Contract has been duly authorized, executed and delivered on behalf of the Municipality, and constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) Full Disclosure. To the best knowledge of the Municipality, after due investigation, there is no fact that the Municipality has not disclosed to NDEQ in writing on the Municipality's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Wastewater Treatment Works, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Contract.

(c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened questioning, disputing or affecting in any way the legal organization of the Municipality or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act taken in connection with obtaining the Loan, or the constitutionality or validity of the indebtedness represented by the Loan Contract, or any of the proceedings had in relation to the authorization or execution or the pledging of the revenues of the Municipality's Wastewater Treatment Works, or the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Contract by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements there under will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not in violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(f) Governmental Consent. The Municipality has obtained all permits and approvals required to date under this Loan Contract or for the undertaking or completion of the Project and the financing or refinancing thereof. The Municipality has complied with all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Contract or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) Compliance with Law. The Municipality:

(1) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Contract or undertake or complete the Project; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project.

(h) Use of Loan Proceeds. The Municipality will apply the proceeds of the Loan as described in Article II: (1) to finance or refinance a portion of the Project Costs; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by NDEQ and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which NDEQ is authorized to make Loans to the Municipality pursuant to the Act and the Regulations.

(i) Project Costs. The Municipality certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of NDEQ, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) Dedicated Source of Revenue for Repayment of the Loan. The Municipality hereby pledges the Wastewater User Charge as the dedicated source of revenue for the repayment of the Loan. The Municipality shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Municipality's Wastewater Treatment Works, including all improvements and additions hereafter constructed or acquired by the Municipality, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Wastewater Treatment Works, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Contract, provided, however, the lien of NDEQ on the revenues of the Municipality's Wastewater Treatment Works shall be on a parity with the lien on such revenues of the Municipality's outstanding Wastewater Treatment System revenue bonds, if any, and any additional Wastewater Treatment System revenue bonds hereafter issued on parity with such outstanding revenue bonds. These revenues shall be set aside as collected and deposited in a separate fund with at least two separate accounts, one for the operation and maintenance costs and the other for principal and interest payments on the Loan. The Municipality shall deposit monthly, in the Loan payment account, an amount equal to at least one-sixth of the anticipated amount due on the next Loan payment date. The Municipality agrees to develop the User Charge System based on actual or estimated use of wastewater treatment services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Municipality's service area, based on the user's proportionate contribution to the total wastewater loading from all users or user classes and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Municipality agrees the initial financial analysis performed by NDEQ in Attachment C is a reasonable estimate of the Project Costs, of the financial situation of the Municipality in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEQ may review this information annually to insure the Municipality's compliance with the Loan conditions and update Attachment C to reflect any changes.

(b) Performance Under Loan Contract. The Municipality covenants and agrees:

(1) to comply with all applicable State and Federal laws, rules and regulations (including, but not limited to the Federal crosscutting issues listed in Appendix F of the EPA's Initial Guidance for State Revolving Funds and set forth on Attachment D hereto and NDEQ Regulations), in the performance of this Loan Contract; and

(2) to cooperate with NDEQ in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and NDEQ under this Loan Contract.

(c) Completion of Project and Provision of Moneys Therefore. The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and

(2) to provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) Delivery of Documents. Concurrently with the delivery of this Loan Contract (as previously authorized and executed) at the Loan Closing, the Municipality will cause to be delivered to NDEQ each of the following items:

(1) Counterparts of this Loan Contract (as previously executed by parties hereto);

(2) Copies of the ordinances and/or resolutions of the governing body of the Municipality authorizing the execution and delivery of this Loan Contract certified by an Authorized Representative;

(3) An Opinion of Municipality's Counsel substantially in the form of Attachment E hereto;

(4) An executed Note (or other evidence of indebtedness) evidencing the Municipality's obligations under this Loan Contract in the form of Attachment F; and

(5) Such other certificates, documents, opinions and information as NDEQ may require.

(e) Operation and Maintenance of Wastewater Treatment System. The Municipality covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice:

(1) At all times operate the properties of its Wastewater Treatment Works in an efficient manner; and

(2) Maintain its Wastewater Treatment Works, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its system in good repair, working order and operating condition.

(f) Disposition of Wastewater Treatment Works. The Municipality covenants that it intends to own and operate the Project at all times during the term of the Loan. The Municipality does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Municipality at the time of the Loan, (ii) adverse circumstances beyond the control of the Municipality or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Municipality shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Wastewater Treatment Works except on ninety (90) days' prior written notice to NDEQ and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the Municipality shall in

accordance with Section 4.02 hereof assign this Loan Contract and its rights and interests hereunder to the purchaser or lessee of the Wastewater Treatment Works and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Contract. In no event shall the Municipality sell, lease, abandon or otherwise dispose of the Wastewater Treatment Works to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater.

Before any proposed disposition of the Wastewater Treatment Works can be made, the Municipality shall provide NDEQ with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Fund, nor shall it relieve the Municipality of its duties, covenants, obligations and agreements under this Loan Contract.

(g) Records and Accounts.

(1) The Municipality shall keep accurate records and accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets for its Wastewater Treatment System (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts shall be made available for inspection upon request by NDEQ at any reasonable time. The Municipality shall, upon written request by NDEQ during the term of the Loan, perform and provide NDEQ a written audit of its System Records and/or General Accounts, provided such audit shall not be due to NDEQ sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this agreement is under construction, and the Municipality expends, for any purpose, total federal funds in excess of \$500,000 during the Municipality's fiscal year, then the Municipality shall, irrespective of any request from NDEQ, provide NDEQ a copy of the single agency audit made on the Municipality's General Accounts performed by an independent registered municipal accountant required in such cases by the Federal Single Audit Act Amendments of 1996, OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. In the sole discretion of NDEQ, any requirement herein to perform and/or provide an audit at the request of NDEQ may be waived by NDEQ on the basis of the Municipality's receipt of an audit waiver received from some other government agency and accurately acknowledging the Municipality's obligation to NDEQ under this Loan or for any other reason acceptable to NDEQ.

(2) The Municipality shall maintain its accounts in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any other more current edition thereafter, issued by the Government Finance Officers Association. The Municipality's Basic Financial Statements shall comply with the government-wide perspective model and, the Statement of Infrastructure Assets promulgated by Government Accounting Standards Board Statement 34.

(h) Inspections; Information. The Municipality shall permit the EPA, NDEQ and any party designated by NDEQ to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and NDEQ may reasonably require in connection therewith.

(i) Insurance. The Municipality will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Wastewater Treatment Works as would be carried by similar sized municipal operators of Wastewater Treatment Works, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a

governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act, Neb.Rev.Stat. §§13-901 to 13-926, or other similar future law.

(j) Continuing Representations. The representations of the Municipality contained herein shall be true at the time of the execution of this Loan Contract and at all times during the term of this Loan Contract.

(k) Notice of Material Adverse Change. The Municipality shall promptly notify NDEQ of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality's Wastewater Treatment Works, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan, additional covenants and requirements have been included. The Municipality agrees to observe and comply with each such additional covenant and requirement, if any.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by NDEQ. The Municipality hereby approves and consents to any assignment or transfer of this Loan Contract that NDEQ deems necessary in connection with the operation and administration of the Fund. The Municipality hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Municipality. This Loan Contract may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) NDEQ shall have approved said assignment in writing;

(b) The assignee is a village, town, city, district, association, county or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater;

(c) The assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Contract; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Contract;

(d) The assignment will not adversely impact NDEQ's ability to meet its duties, covenants and obligations under the Pledge Agreement nor may the assignment endanger the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Fund; and

(e) The Municipality shall provide NDEQ with an opinion of a nationally recognized bond counsel that each of the conditions set forth in subparagraphs (b), (c), and (d) hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default and Remedies.

(a) Violation or noncompliance of any of the provisions of this Loan by the Municipality or failure of the Municipality to complete and maintain the Project in the manner proposed by the Municipality and

approved by the NDEQ may result in a cancellation of this Loan and a demand that any outstanding balance of principal and interest be paid immediately.

(b) In the event that the Municipality makes a late payment pursuant to the Loan repayment schedule in Attachment A, the NDEQ may assess a penalty. Late payments will subject the Municipality to a 5 percent administrative penalty on the delinquent amount. Penalty interest shall accrue at the rate of 1 percent per month of the amount of the late payment from and after the due date until it is paid.

(c) If the Municipality fails to make any payment of principal and interest, late fee, and penalty interest imposed pursuant to this Loan within sixty days of the due dates specified in Section 2.05, the payment shall be deducted from the amount of aid to municipalities to which the Municipality is entitled under Neb. Rev. Stat. §§77-27,136 to 77-27,137.01. Such amount shall be paid directly to the Wastewater Treatment Facilities Construction Loan Fund.

Section 5.02. Notice of Default. Before any action is taken under this Article, the NDEQ shall give thirty days written notice of the NDEQ's intent to the Municipality. The Municipality shall have the thirty day time period to comply with the violated contractual term. If compliance is achieved the Loan shall revert to good standing.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEQ, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Contract shall not be deemed to be a waiver of any subsequent right or duty under this Loan Contract.

Section 6.03. Amendments, Supplements and Modifications. This loan contract may not be amended, supplemented, or modified except in writing signed by NDEQ and the Municipality.

Section 6.04. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, and NDEQ, at the following addresses:

(a) MUNICIPALITY

City of Wayne
306 Pearl Street
P.O. Box 8
Wayne, NE 68787-0008

(b) NDEQ:

Department of Environmental Quality
Suite 400
1200 "N" Street, The Atrium
P.O. Box 98922
Lincoln, NE 68509-8922

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which

subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.05. Severability. In the event any provision of this Loan Contract shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Contract shall inure to the benefit of and shall be binding upon NDEQ and the Municipality and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Contract may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Contract.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Contract, such consent or approval may only be given by NDEQ.

Section 6.10. Further Assurances. The Municipality shall, at the request of NDEQ, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Contract.

IN WITNESS THEREOF, the parties hereto have caused this Loan Contract to be executed and delivered as of the date set forth below.

CITY OF WAYNE, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____

By _____

Title Mayor

Title Acting Director

Date _____

Date _____

INDEX OF ATTACHMENTS

Attachment A - Projected Loan Repayment Schedule

Attachment B - Project Costs and Projected Outlay Schedule

Attachment C - Financial Analysis

Attachment D - List of Federal Laws and Authorities

Attachment E - Municipality's Counsel's Opinion

Attachment F - Promissory Note

Attachment G - Certificate

Attachment H – Other Documents

ATTACHMENT A

PROJECTED LOAN REPAYMENT SCHEDULE

Interest accruing before December 15, 2016, which is not reflected on the following amortization schedule shall be billed and paid in accordance with NDEQ's procedures as in effect from time to time. Interest shall accrue at the applicable rate (set forth in Section 2.03 of the Contract for Loan) as to the amount drawn and outstanding from time to time during the payment period, with payments due on June 15 and December 15 of each year, commencing December 15, 2014. Amounts due will be billed on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest accruing on any principal amounts drawn after the billing date are to be paid as an addition to the billing for the next interest payment period.

ATTACHMENT A
 TO THE LOAN CONTRACT BETWEEN NDEQ AND
 THE COMMUNITY OF WAYNE, NEBRASKA
 PROJECT NUMBER C317032
 LOAN AMORTIZATION SCHEDULE (PROJECTED)

TOTAL PROJECT COSTS = 1,938,650.00
 TERM PRINCIPAL = 1,838,650.00
 PRINCIPAL FORGIVENESS = 100,000.00
 INTEREST RATE = 1.50

TERM YEARS = 20
 FEE RATE = 1.00

DUE DATE OF PAYMENT	TOTAL PAYMENT	= FEE PAYMENT	+	LOAN PAYMENT	+	LOAN PAYMENT	= INTEREST PAYMENT	+	PRINCIPAL PAYMENT	= BEGINNING BALANCE	-	PRINCIPAL PAYMENT	= ENDING BALANCE
15-Jun-2016	62,569.55	=	9,193.25	+	53,376.30	+	13,789.88	+	39,586.42	=	1,838,650.00	-	1,799,063.58
15-Dec-2016	62,371.62	=	8,995.32	+	53,376.30	+	13,492.98	+	39,883.32	=	1,799,063.58	-	1,759,180.26
15-Jun-2017	62,172.20	=	8,795.90	+	53,376.30	+	13,193.85	+	40,182.45	=	1,759,180.26	-	1,718,997.81
15-Dec-2017	61,971.29	=	8,594.99	+	53,376.30	+	12,892.48	+	40,483.82	=	1,718,997.81	-	1,678,513.99
15-Jun-2018	61,768.87	=	8,392.57	+	53,376.30	+	12,588.85	+	40,787.45	=	1,678,513.99	-	1,637,726.54
15-Dec-2018	61,564.93	=	8,188.63	+	53,376.30	+	12,282.95	+	41,093.35	=	1,637,726.54	-	1,596,633.19
15-Jun-2019	61,359.47	=	7,983.17	+	53,376.30	+	11,974.75	+	41,401.55	=	1,596,633.19	-	1,555,231.64
15-Dec-2019	61,152.46	=	7,776.16	+	53,376.30	+	11,664.24	+	41,712.06	=	1,555,231.64	-	1,513,519.58
15-Jun-2020	60,943.90	=	7,567.60	+	53,376.30	+	11,351.40	+	42,024.90	=	1,513,519.58	-	1,471,494.68
15-Dec-2020	60,733.77	=	7,357.47	+	53,376.30	+	11,036.21	+	42,340.09	=	1,471,494.68	-	1,429,154.59
15-Jun-2021	60,522.07	=	7,145.77	+	53,376.30	+	10,718.66	+	42,657.64	=	1,429,154.59	-	1,386,496.95
15-Dec-2021	60,308.78	=	6,932.48	+	53,376.30	+	10,398.73	+	42,977.57	=	1,386,496.95	-	1,343,519.38
15-Jun-2022	60,093.90	=	6,717.60	+	53,376.30	+	10,076.40	+	43,299.90	=	1,343,519.38	-	1,300,219.48
15-Dec-2022	59,877.40	=	6,501.10	+	53,376.30	+	9,751.65	+	43,624.65	=	1,300,219.48	-	1,256,594.83
15-Jun-2023	59,659.27	=	6,282.97	+	53,376.30	+	9,424.46	+	43,951.84	=	1,256,594.83	-	1,212,642.99
15-Dec-2023	59,439.51	=	6,063.21	+	53,376.30	+	9,094.82	+	44,281.48	=	1,212,642.99	-	1,168,361.51
15-Jun-2024	59,218.11	=	5,841.81	+	53,376.30	+	8,762.71	+	44,613.59	=	1,168,361.51	-	1,123,747.92
15-Dec-2024	58,995.04	=	5,618.74	+	53,376.30	+	8,428.11	+	44,948.19	=	1,123,747.92	-	1,078,799.73
15-Jun-2025	58,770.30	=	5,394.00	+	53,376.30	+	8,091.00	+	45,285.30	=	1,078,799.73	-	1,033,514.43
15-Dec-2025	58,543.87	=	5,167.57	+	53,376.30	+	7,751.36	+	45,624.94	=	1,033,514.43	-	987,889.49
15-Jun-2026	58,315.75	=	4,939.45	+	53,376.30	+	7,409.17	+	45,967.13	=	987,889.49	-	941,922.36
15-Dec-2026	58,085.91	=	4,709.61	+	53,376.30	+	7,064.42	+	46,311.88	=	941,922.36	-	895,610.48
15-Jun-2027	57,854.35	=	4,478.05	+	53,376.30	+	6,717.08	+	46,659.22	=	895,610.48	-	848,951.26
15-Dec-2027	57,621.06	=	4,244.76	+	53,376.30	+	6,367.13	+	47,009.17	=	848,951.26	-	801,942.09
15-Jun-2028	57,386.01	=	4,009.71	+	53,376.30	+	6,014.57	+	47,361.73	=	801,942.09	-	754,580.36
15-Dec-2028	57,149.20	=	3,772.90	+	53,376.30	+	5,659.35	+	47,716.95	=	754,580.36	-	706,863.41
15-Jun-2029	56,910.62	=	3,534.32	+	53,376.30	+	5,301.48	+	48,074.82	=	706,863.41	-	658,788.59
15-Dec-2029	56,670.24	=	3,293.94	+	53,376.30	+	4,940.91	+	48,435.39	=	658,788.59	-	610,353.20
15-Jun-2030	56,428.07	=	3,051.77	+	53,376.30	+	4,577.65	+	48,798.65	=	610,353.20	-	561,554.55
15-Dec-2030	56,184.07	=	2,807.77	+	53,376.30	+	4,211.66	+	49,164.64	=	561,554.55	-	512,389.91
15-Jun-2031	55,938.25	=	2,561.95	+	53,376.30	+	3,842.92	+	49,533.38	=	512,389.91	-	462,856.53
15-Dec-2031	55,690.58	=	2,314.28	+	53,376.30	+	3,490.88	+	49,904.88	=	462,856.53	-	412,951.65
15-Jun-2032	55,441.06	=	2,064.76	+	53,376.30	+	3,097.14	+	50,279.16	=	412,951.65	-	362,672.49
15-Dec-2032	55,189.66	=	1,813.36	+	53,376.30	+	2,720.04	+	50,656.26	=	362,672.49	-	312,016.23
15-Jun-2033	54,936.38	=	1,560.08	+	53,376.30	+	2,340.12	+	51,036.18	=	312,016.23	-	260,980.05
15-Dec-2033	54,681.20	=	1,304.90	+	53,376.30	+	1,957.35	+	51,418.95	=	260,980.05	-	209,561.10
15-Jun-2034	54,424.11	=	1,047.81	+	53,376.30	+	1,571.71	+	51,804.59	=	209,561.10	-	157,756.51
15-Dec-2034	54,165.08	=	788.78	+	53,376.30	+	1,183.17	+	52,193.13	=	157,756.51	-	105,563.38
15-Jun-2035	53,904.12	=	527.82	+	53,376.30	+	791.73	+	52,584.57	=	105,563.38	-	52,978.81
15-Dec-2035	53,641.04	=	264.89	+	53,376.15	+	397.34	+	52,978.81	=	52,978.81	-	0.00
TOTALS	2,332,653.07	=	197,601.22	+	2,135,051.85	+	296,401.85	+	1,838,650.00	=	1,838,650.00	=	0.00

ATTACHMENT B

PROJECT COSTS

A/E and Inspection fees	\$224,000
Construction	1,491,000
Contingencies	<u>223,650</u>
TOTAL ESTIMATED PROJECT COST	\$1,938,650

SOURCE OF FUNDS

NDEQ CWSRF Loan Forgiveness	\$100,000
NDEQ CWSRF Loan	<u>1,838,650</u>
TOTAL CWSRF ASSISTANCE	\$1,938,650

OUTLAY SCHEDULE

May 2015	\$100,000
August 2015	200,000
September 2015	200,000
October 2015	200,000
November 2015	300,000
February 2016	300,000
March 2016	300,000
April 2016	200,000
May 2016	<u>138,650</u>
TOTAL	\$1,938,650

**ATTACHMENT C
FINANCIAL ANALYSIS**

WAYNE, NEBRASKA

CWSRF PROJECT NO. C317032

Wayne has requested CWSRF funding assistance of \$1,938,650 to finance a Biosolids Project. The City of Wayne is eligible for 50% CWSRF Loan Forgiveness out of the SRF SFY2015IUP Program capped at \$100,000 with a matching CWSRF loan for \$1,838,650.

An abbreviated financial analysis is presented. The documents reviewed and used to complete this analysis are:

1. Audit reports of the City of Wayne, for the fiscal years 2010, through 2013, and unaudited financial statements for fiscal year 2014.
2. Water/Wastewater Pre-application for Federal/State Assistance.
3. Miscellaneous correspondence from Wayne in project file.

The City of Wayne operates a sewer utility, which generates revenues by assessing sewer user fees on the residents and businesses in Wayne. This revenue stream goes towards paying for the operation and maintenance expenses incurred to operate the sewer utility. The revenue stream is also used to pay the debt service due to outstanding as well as the proposed sewer utility loans.

Table 1
Sewer Utility Account Summary

Fiscal Year Ending September 30.	Revenue (strictly sewer use revenues)	Expenses (excludes depreciation)	Revenue Minus Expenses	Debt Service (does not include admin fee)	Debt Service Ratio
2011	\$955,352	\$374,281	\$608,071	NA	NA
2012	\$1,062,774	\$698,653	\$364,121	\$170,374	2.14
2013	\$1,037,520	\$568,057	\$469,463	\$292,167	1.61
2014	\$1,052,067	\$643,295	\$408,772	\$302,307	1.35

User Fee Impacts

The City of Wayne adopted Resolution No. 2011-5, which established new sewer use fees on February 15, 2011. The residential sewer use fee is \$6.50/month customer charge plus \$5.12/1000 gallons based on winter (December, January, and February) average water usage. The average residential sewer rate is \$28.54/month. The City of Wayne has an outstanding CWSRF loan with an original principal balance of \$4,949,020.00, which is at an interest rate of 2.00%, plus a 1.00% annual administration fee and is due to be paid off on December 15, 2031. The outstanding principal balance as June 15, 2014 is \$4,444,802. This loan has an annual payment of principal and interest and admin fee of \$348,335. The City of Wayne has applied for a second CWSRF loan. A loan of \$1,938,660 is proposed. The City also qualifies for principal forgiveness of \$100,000. The loan will be assessed an interest rate of 1.50%, plus an annual administrative fee of 1.00% for a 20-year term. The payment of principal and interest and administrative fee in the first year of repayment is \$124,941. The Revenue included in the above Table is strictly sewer user charge revenue and does not include any Non-Operating Revenue. A sewer rate increase of 10% is estimated and should generate approximately \$100,000 of additional revenue. This rate increase should support the operation and

maintenance of the sewer utility, the debt service of the outstanding CWSRF loan as well as the debt service due to the proposed loan.

Funds Available for State Intercept:

State Aid to Cities	\$0
Highway Allocations FY 13	<u>\$379,049</u>
TOTAL	\$379,049

Existing CWSRF Loan #C317596 plus Proposed CWSRF Loan #C317032 P&I = \$409,060

State intercept total is 93% of the annual combined CWSRF principal and interest loan payments.

The projected monthly sewer rate of \$31.39 or \$376.73 annually required to fund this sewer improvement project is 0.94% of Wayne's 2012 median household income of \$40,029 and is below EPA's 2.0% upper level of sewer rate affordability.

**ATTACHMENT D
LIST OF FEDERAL LAWS AND AUTHORITIES**

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, Pub. L. 92-583, as amended
- Endangered Species Act, 16 U.S.C. 1531 et seq.
- Executive Order 11593, Protection and Enhancement of Cultural Environment
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Farmland Protection Policy Act, 7 U.S.C. 4201 et seq
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, Pub. L. 89-665, as amended
- Safe Drinking Water Act, Pub. L. 92-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

ECONOMIC :

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- Section 13 of Pub. L. 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112, (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY

- Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646
- Executive Order 12549 - Debarment and Suspension
- Nebraska Clean Water State Revolving Loan Fund #CS - 310001

ATTACHMENT E

Form of Opinion of Municipality's Counsel

[USE MUNICIPALITY'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Counsel, and one Counsel may give some of the opinions and another Counsel may give others.]

Nebraska Department of Environmental Quality
Suite 400
1200 N Street, The Atrium
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: Water Quality Division

Ladies and Gentlemen:

[I/We] have acted as Counsel in connection with the execution and delivery by [NAME OF MUNICIPALITY], a [TYPE OF ENTITY] (the "Municipality"), of a Contract for Loan No. C317032 (the "Loan Contract") between the Municipality and the Nebraska Department of Environmental Quality ("NDEQ") and the issuance of a promissory note (the "Note") by the Municipality to NDEQ. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Contract.

In this connection, [I/we] have examined the following:

- (a) Certified copies of the [DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO];
- (b) An executed counterpart of the Loan Contract;
- (c) The executed Note; and
- (d) Such other documents as [I/we] deemed relevant and necessary in rendering this opinion.

As to questions of fact material to [my/our] opinion, [I/we] have relied upon the certified proceedings and other certifications of public officials furnished to [me/us] without undertaking to verify the same by independent investigation.

Based upon the foregoing [I am/we are] of the opinion that:

1. The Municipality is a [CITY, VILLAGE, SID OR OTHER] duly organized and validly existing under the laws of the State of Nebraska.
2. The Municipality is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Municipality has the power and authority to enter into the Loan Contract, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Contract (the "Principal Amount") and to perform its obligations under the Loan Contract and the Note.

4. The Loan Contract and the Note have been duly authorized, executed and delivered by the Municipality and are, and would be if the entire Principal Amount were advanced to the Municipality pursuant to the Loan Contract on the date of this opinion, valid and legally binding special obligations of the Municipality, payable solely from the sources provided therefor in the Loan Contract, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant to §18-1803 through 18-1805 the Loan Contract creates a valid lien on the funds pledged by the Municipality pursuant to Section 3.02 of the Loan Contract for the security of the Loan Contract and the Note and no other debt of the Municipality is secured by a superior lien on such funds.

6. The Municipality has obtained or made all approvals, authorizations, consents or other actions of, and filings, registrations or qualifications with, the Municipality or any other government authority which are legally required to allow the Municipality to enter into and perform its obligations under the Loan Contract and the Note and borrow the full Principal Amount pursuant to the Loan Contract and the Note.

Very truly yours,

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF WAYNE, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Municipality") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environmental Quality ("NDEQ"), or its successors and assigns, the principal sum of not to exceed \$1,938,650, to the extent disbursed pursuant to Section 2.01 and Section 2.04 of the Loan Contract No. C317032 ("the Loan Contract"), with interest on each such amount until paid, as provided in Section 2.03 of the Loan Contract between NDEQ and the Municipality. In addition, the Municipality shall pay an Administrative Fee on the outstanding principal amount of this Note at the rate of 1.0 percent per annum as provided in the Loan Contract. The said principal and interest and Administrative Fee shall be payable in semiannual installments each payable on December 15 and June 15 of each year in accordance with Section 2.05 of the Loan Contract. Each installment shall be in the amount set forth opposite its due date in Attachment A to the Loan Contract.

All payments under this Note shall be payable at the offices of NDEQ in Lincoln, Nebraska, and upon the assignment of this Note to NIFA, at the principal corporate trust office of a Trustee designated by NIFA, or such other place as NDEQ may designate in writing.

This Note is issued pursuant to and is secured by the Loan Contract of the City of Wayne, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Municipality hereunder shall be limited obligations of the Municipality payable solely out of the Wastewater User Charge (as defined in the Loan Contract), and shall not be payable out of any other revenues of the Municipality. The obligations of the Municipality under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the municipality within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Municipality.

If default be made in the payment of any installment due under this Note or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Contract and if such Event of Default is not remedied as therein provided, or at any time thereafter, may give notice to the Municipality that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Contract, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Municipality hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this ____ day of _____, 2014.

[SEAL]

CITY OF WAYNE, NEBRASKA

Attest:

By _____

Title Mayor

Clerk

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____

Title Acting Director

Date _____

Complete this section upon assignment of this Note to NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between NDEQ and the Nebraska Investment Finance Authority ("NIFA"), and the _____ dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee, NDEQ hereby assigns, grants and conveys any and all of NDEQ's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

NEBRASKA INVESTMENT FINANCE AUTHORITY

Attest:

By _____

Title _____

Date _____

ATTACHMENT G

**CERTIFICATE OF THE
CITY OF WAYNE, NEBRASKA**

The following certifications are made in connection with the Contract for Loan No. C317032 (the "Loan Contract") between the Nebraska Department of Environmental Quality ("NDEQ") and the City of Wayne, Nebraska (the "Municipality") for the purpose of establishing compliance by the Municipality with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Loan Fund (as defined in the Loan Contract).

WHEREFORE, the undersigned hereby certifies on behalf of the Municipality to NDEQ, NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Municipality.
2. The Municipality represents that it reasonably expects that the design and construction of the Project, as defined in the Loan Contract, will commence within six months from the execution of the Loan Contract and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Contract will be used to construct a facility that will be owned and operated by the Municipality. There will be no contracts for the use of the facility other than contracts on a rate scale basis. Specifically, the Municipality represents that there will be no contracts for use of the Project that will require a non-governmental unit to make payments to the Municipality without regard to actual use of the Project.

Dated this ____ day of _____, 2014.

CITY OF WAYNE, NEBRASKA

Title: Mayor

ATTACHMENT H
OTHER DOCUMENTS

STATE OF NEBRASKA
DEPARTMENT OF ENVIRONMENTAL QUALITY
WASTEWATER FACILITIES CONSTRUCTION ASSISTANCE PROGRAM
Program 523

Program Fiscal Year: SFY2015

Authorized Representative & Title Ken Chamberlain, Mayor
Applicant: City of Wayne
Address: PO Box 8
306 Pearl Street
Wayne, NE 68787-0008

PART I: LOAN FORGIVENESS

In accordance with Neb. Rev. Stat. §81-15,153(9) (Cum. Supp. 1996), the State of Nebraska, Department of Environmental Quality, hereby offers loan forgiveness in the amount of \$100,000 to Wayne, Nebraska, available concurrent with loan funds under the Wastewater Treatment Facilities Construction Loan Fund Project No. C317032 for the construction of the eligible wastewater treatment facilities project described therein, in accordance with Neb. Rev. Stat. §81-15,147 et. seq. (Reissue 1994), The Wastewater Treatment Facilities Construction Assistance Act, and in compliance with Title 131, Nebraska Department of Environmental Quality, Rules and Regulations for the Wastewater Treatment Facilities Construction Assistance Program and the procedures developed in the Intended Use Plan to determine the loan forgiveness amount based on the community's median household income as an indication of financial hardship.

PART II: CERTIFICATION

The City of Wayne certifies that as a condition of receipt of state allocations under this agreement, the following stipulations apply:

1. The "2010 Census of Population" reports a population of 5,660, which qualifies the City of Wayne, Nebraska, for loan forgiveness consideration as a municipality with a population of 10,000 inhabitants or less.
2. The City of Wayne, Nebraska, qualifies for financial hardship consideration as evidenced by a median household income of \$40,029 as reported by the "2008 - 2012 American Community Survey, U.S Census Bureau".
3. Construction will not be initiated until authorized by the Nebraska Department of Environmental Quality.
4. State allocation payments under loan forgiveness will routinely be made simultaneously with loan payments. Payment of the amount allocated is conditional upon the availability of appropriated funds.
5. System Records and General Accounts pursuant to Article III, Section 3.02(g) of the Loan Contract shall be made available for inspection by the Nebraska Department of Environmental Quality at any reasonable time.
6. The eligible project amount for combined loan and loan forgiveness for this project is \$1,938,650.

7. The City of Wayne is eligible for loan forgiveness of 50% up to a ceiling of \$100,000 of the eligible SRF project loan amount of \$1,938,650, as determined by the procedures of the Nebraska Department of Environmental Quality SFY2015 Intended Use Plan.

8. The borrower is prohibited from prepayment of the loan, together with accrued interest in whole or in part within 5 years of the loan date. Prepayment shall result in annulment of this Loan Forgiveness Agreement and a demand that any disbursed funds be returned to the State of Nebraska immediately.

9. The loan forgiveness amount may be changed by the Nebraska Department of Environmental Quality if the eligible project amount is changed due to the actual construction bid price, construction change orders, or other circumstances which would affect the project costs.

10. This loan forgiveness will automatically be considered null and void if the loan contract is not executed within 180 days of the date this loan forgiveness offer is signed by the Director of the Nebraska Department of Environmental Quality.

11. Cancellation of the City of Wayne, Nebraska Loan Contract, Project No. C317032 pursuant to Article V, Section 5.01(a) of the Loan Contract, shall result in annulment of this loan forgiveness and a demand that any disbursed loan forgiveness funds be returned to the State of Nebraska immediately.

12. Notice of annulment of this loan forgiveness shall be by registered mail, return receipt requested.

13. Additional changes to this loan forgiveness not specified in the above stipulations, shall be by amendment signed by both parties.

PART III: ACCEPTANCE

In accepting this award, (1) the undersigned represents that he/she is duly authorized to act on behalf of the City, (2) the recipient agrees that the award is subject to the applicable provisions of §81-15,153(9), Nebraska Revised Statutes (Cum. Supp. 1996), and any rules and regulations or procedures developed pursuant to the statutes, and that acceptance of any payments constitutes an agreement by the grantee that the amounts, if any, found by the state to have been overpaid, shall be refunded or credited in full to the State of Nebraska.

CITY OF WAYNE, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____

By _____

Title Mayor

Title Acting Director

Date _____

Date _____

RESOLUTION

WHEREAS, there has been signed by the City of Wayne on the 15th day of November, 2011, and the State on the 5th day of December, 2011, an agreement providing for the construction of a Federal Aid Project at the following location: Windom St., E. 3rd St. - E. 7th St., Wayne

, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as URB-6709(2), and

WHEREAS, the above mentioned agreement provided that the City would pay costs as set forth in the agreement, and

WHEREAS, the State and the City received bids for the construction of this project on October 23, 2014, at which time 2 bids were received for the construction of the proposed work, and

WHEREAS, the following contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

Steve Harris Construction, Inc., Homer, NE

Grading, Concrete Pavement, Culverts, Water Main, Seeding, General Items: \$965,654.30

NOW THEREFORE, in consideration of the above facts, the City Council of the City of Wayne, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.

2. The Council hereby concurs in the selection of the above mentioned contractor(s) for the items of work listed, to whom the contract(s) should be awarded.

3. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF WAYNE

ATTEST:

(Mayor)

Council Member _____

(City Clerk)

Moved the adoption of said resolution.

Roll Call: _____ yea, _____ nay.

Resolution adopted, signed and billed as adopted.

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 10/23/14
PAGE : 2

VENDOR RANKING

CALL ORDER : 350
LETTING DATE : 10/23/14
CONTRACT ID : 3991X
CONTRACT DESCRIPTION :
WINDOW ST., E. 3RD ST. - E. 7TH ST., WAYNE
DISTRICT : 3
COUNTIES : WAYNE
PROJECT(S) : URB-6709(2)

VENDOR NO. -----
BID NOTES -----

RANK	VENDOR NO./NAME	TOTAL BID	% OVER LOW BID
1	3395 STEVE HARRIS CONSTRUCTION, INC.	\$ 965,654.30	100.0000%
2	2762 A & R CONSTRUCTION CO.	\$ 996,901.68	103.2359%

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 10/23/14
PAGE : 350 -3

TABULATION OF BIDS

CALL ORDER : 350
LETTING DATE : 10/23/14 1:30 PM

CONTRACT ID : 3991X
DISTRICT : 3

COUNTIES : WAYNE

LINE NO / ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SECTION 0001 GROUP 1 GRADING							
0001 0030.10 MOBILIZATION	LUMP	16000.00000	16000.00	9500.00000	9500.00		
0002 1009.00 GENERAL CLEARING AND GRUBBING	LUMP	12000.00000	12000.00	5900.00000	5900.00		
0003 1010.01 EXCAVATION (ESTABLISHED QUANTITY)	CY	15.00000	53220.00	7.00000	24836.00		
0004 1011.00 WATER	1.000 MGAL	30.00000	30.00	30.00000	30.00		
0005 1101.00 REMOVE PAVEMENT	5998.000 SY	2.50000	14995.00	5.00000	29990.00		
0006 1106.00 REMOVE DRIVEWAY	1017.000 SY	2.00000	2034.00	5.14000	5227.38		
0007 1107.00 REMOVE WALK	446.000 SY	1.00000	446.00	5.14000	2292.44		
0008 2021.05 REMOVE AND RESET MAILBOX	4.000 EACH	100.00000	400.00	150.00000	600.00		
0009 L019.13 EROSION CONTROL, CLASS 1D	2012.000 SY	1.35000	2716.20	3.87000	7786.44		
0010 L020.50 TRANSITION MAT	256.000 SY	100.00000	25600.00	96.47000	24696.32		
SECTION TOTALS			\$ 127,441.20		\$ 110,858.58		\$ 0.00
SECTION 0002 GROUP 3 CONCRETE PAVEMENT							
0011 0030.30 MOBILIZATION	LUMP	17500.00000	17500.00	66000.00000	66000.00		
0012 3016.22 CONCRETE CLASS 47B-3500 SIDEWALKS	455.000 SY	49.00000	22295.00	43.11000	19615.05		
0013 3016.39 DETECTABLE WARNING PANEL	272.000 SF	40.00000	10880.00	38.47000	10463.84		
0014 3020.24 CONCRETE CLASS 47B-3500 DRIVEWAY	1142.000 SY	54.00000	61668.00	52.36000	59795.12		
0015 3075.32 8" CONCRETE PAVEMENT, CLASS 47B-3500	6925.000 SY	42.94000	297359.50	41.31000	286071.75		
0016 9034.00 PREPARATION OF INTERSECTIONS AND DRIVEWAYS	1142.000 SY	8.50000	9707.00	6.55000	7480.10		

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 10/23/14
PAGE : 350 -4

TABULATION OF BIDS

CALL ORDER : 350
LETTING DATE : 10/23/14 1:30 PM

CONTRACT ID : 3991X
DISTRICT : 3

COUNTIES : WAYNE

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0017 9111.00 WATER	32.000 MGAL	30.00000	960.00	30.00000	960.00		
0018 9170.00 EARTH SHOULDER CONSTRUCTION	33.556 STA	800.00000	26844.80	295.00000	9899.02		
0019 9173.20 SUBGRADE PREPARATION	6925.000 SY	5.00000	34625.00	1.64000	11357.00		
0020 W600.03 ADJUST VALVE BOX TO GRADE	3.000 EACH	200.00000	600.00	125.00000	375.00		
SECTION TOTALS			\$ 482,439.30		\$ 472,016.88		\$ 0.00
SECTION 0003 GROUP 4 CULVERTS							
0021 0030.40 MOBILIZATION	LUMP	16000.00000	16000.00	4000.00000	4000.00		
0022 4004.80 STRUCTURAL STEEL FOR FACE ARMOR	3750.000 LB	2.00000	7500.00	5.06000	18975.00		
0023 4005.00 CAST IRON RING AND COVER	1380.000 LB	2.00000	2760.00	5.37000	7410.60		
0024 4016.00 MANHOLE AT STA 203+55	1.000 EACH	3000.00000	3000.00	3845.00000	3845.00		
0025 4016.01 MANHOLE AT STA 207+52	1.000 EACH	3000.00000	3000.00	3885.00000	3885.00		
0026 4016.02 MANHOLE AT STA 211+45	1.000 EACH	3000.00000	3000.00	3885.00000	3885.00		
0027 4016.03 MANHOLE AT STA 216+26	1.000 EACH	3000.00000	3000.00	3845.00000	3845.00		
0028 4018.00 TAPPING EXISTING STRUCTURE	3.000 EACH	250.00000	750.00	855.00000	2565.00		
0029 4043.50 REMOVE SEWER PIPE	230.000 LF	6.00000	1380.00	10.11000	2325.30		
0030 4105.59 CLASS 47B-3000 CONCRETE FOR INLET AND JUNCTION BOX	72.380 CY	600.00000	43428.00	752.00000	54429.76		
0031 4155.50 REINFORCING STEEL FOR INLET AND JUNCTION BOX	4804.000 LB	1.20000	5764.80	1.66000	7974.64		
0032 4310.30 30" FLARED-END SECTION	2.000 EACH	1000.00000	2000.00	1131.00000	2262.00		
0033 4460.42 42" CONCRETE FLARED-END SECTION	1.000 EACH	1500.00000	1500.00	1684.00000	1684.00		

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS
TABULATION OF BIDS

DATE : 10/23/14
PAGE : 350 -5

CALL ORDER : 350
LETTING DATE : 10/23/14 1:30 PM

CONTRACT ID : 3991X
DISTRICT : 3
COUNTIES : WAYNE

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0034 4900.25	16.000 EACH	100.00000	1600.00	225.00000	3600.00		
CURB INLET SEDIMENT FILTER							
0035 P700.15	440.000 LF	25.00000	11000.00	52.16000	22950.40		
15" STORM SEWER PIPE, TYPE 1,7 OR 8							
0036 P700.24	331.000 LF	40.00000	13240.00	64.06000	21203.86		
24" STORM SEWER PIPE, TYPE 1,7 OR 8							
0037 P700.30	1542.000 LF	50.00000	77100.00	74.51000	114894.42		
30" STORM SEWER PIPE, TYPE 1,7 OR 8							
0038 P702.42	65.000 LF	80.00000	5200.00	106.00000	6890.00		
42" STORM SEWER PIPE, TYPE 1							
SECTION TOTALS			\$ 201,222.80	\$ 286,624.98			\$ 0.00
SECTION 0004 GROUP 4A WATER MAIN							
0039 0030.40	LUMP	16000.00000	16000.00	4000.00000	4000.00		
MOBILIZATION							
0040 4796.00	2.000 EACH	250.00000	500.00	155.00000	310.00		
6" PLUG							
0041 W176.26	825.000 LF	10.00000	8250.00	16.30000	13447.50		
1" WATER SERVICE							
0042 W176.54	26.000 EACH	850.00000	22100.00	516.00000	13416.00		
WATER SERVICE							
0043 W205.08	1473.000 LF	17.00000	25041.00	18.88000	27810.24		
8" WATER MAIN PIPE							
0044 W219.36	3.000 EACH	1000.00000	3000.00	1080.00000	3240.00		
6" GATE VALVE							
0045 W219.38	6.000 EACH	1500.00000	9000.00	1426.00000	8556.00		
8" GATE VALVE							
0046 W219.42	1.000 EACH	2400.00000	2400.00	2251.00000	2251.00		
12" GATE VALVE							
0047 W222.00	3.000 EACH	3500.00000	10500.00	3426.00000	10278.00		
FIRE HYDRANT							
0048 W356.08	1.000 EACH	750.00000	750.00	651.00000	651.00		
8" X 8" X 8" TEE							
0049 W356.13	1.000 EACH	500.00000	500.00	510.00000	510.00		
6" X 6" X 6" TEE							
0050 W356.17	4.000 EACH	500.00000	2000.00	569.00000	2276.00		
8" X 8" X 6" TEE							
0051 W356.51	1.000 EACH	750.00000	750.00	707.00000	707.00		
CROSS 8" X 6"							

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 10/23/14
PAGE : 350 -6

TABULATION OF BIDS

CALL ORDER : 350
LETTING DATE : 10/23/14 1:30 PM

CONTRACT ID : 3991X
DISTRICT : 3

COUNTIES : WAYNE

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0052 W356.52	1.000 EACH	1000.00000	1000.00	1069.00000	1069.00		
CROSS 12" x 8"							
0053 W357.53	2.000 EACH	400.00000	800.00	346.00000	692.00		
8" - 22 1/2 DEGREE BEND							
0054 W358.20	1.000 EACH	250.00000	250.00	329.00000	329.00		
8" X 6" REDUCER							
0055 W722.51	1050.000 LF	2.00000	2100.00	2.03000	2131.50		
ABANDON WATER MAIN							
0056 W750.10	1.000 EACH	500.00000	500.00	509.00000	509.00		
REMOVE FIRE HYDRANT							
SECTION TOTALS			\$ 105,441.00		\$ 92,183.24		\$ 0.00
SECTION 0005 GROUP 5 SEEDING							
0057 0030.50	LUMP	1500.00000	1500.00	800.00000	800.00		
MOBILIZATION							
0058 L001.02	1.400 ACRE	1500.00000	2100.00	1600.00000	2240.00		
SEEDING, TYPE B							
0059 L032.80	2.000 TON	1500.00000	3000.00	1600.00000	3200.00		
HYDROMULCH							
SECTION TOTALS			\$ 6,600.00		\$ 6,240.00		\$ 0.00
SECTION 0006 GROUP 10 GENERAL ITEMS							
0060 0001.10	480.000 BDAY	2.00000	960.00	7.16000	3436.80		
BARRICADE, TYPE III							
0061 0001.90	580.000 EACH	1.00000	580.00	1.23000	713.40		
SIGN DAY							
0062 0001.99	360.000 EACH	2.00000	720.00	1.23000	442.80		
CONTRACTOR FURNISHED SIGN DAY							
0063 0003.10	40.000 DAY	100.00000	4000.00	167.00000	6680.00		
FLAGGING							
0064 0010.04	1.000 EACH	5000.00000	5000.00	500.00000	500.00		
FIELD OFFICE							
0065 0030.10	LUMP	2500.00000	2500.00	4800.00000	4800.00		
MOBILIZATION							
0066 9110.01	10.000 HOUR	200.00000	2000.00	125.00000	1250.00		
RENTAL OF LOADER, FULLY OPERATED							
0067 9110.03	10.000 HOUR	150.00000	1500.00	85.00000	850.00		
RENTAL OF DUMP TRUCK, FULLY OPERATED							

ORIGINAL

NEBRASKA DEPARTMENT OF ROADS

DATE : 10/23/14
PAGE : 350 -7

TABULATION OF BIDS

CALL ORDER : 350
LETTING DATE : 10/23/14 1:30 PM

CONTRACT ID : 3991X
DISTRICT : 3

COUNTIES : WAYNE

LINE NO / ITEM CODE / ALT ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
(1) 3395 (2) 2762 HARRIS CONSTRUCTION, INC. (A & R CONSTRUCTION CO.							
0068 9110.07	10.000 HOUR	125.00000	1250.00	100.00000	1000.00		
RENTAL OF SKID LOADER, FULLY OPERATED							
0069 9110.27	10.000 HOUR	250.00000	2500.00	210.00000	2100.00		
RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED							
0070 L022.75	300.000 LF	5.00000	1500.00	4.14000	1242.00		
TEMPORARY SILT CHECK							
0071 L022.90	300.000 LF	5.00000	1500.00	3.21000	963.00		
TEMPORARY SILT FENCE							
0072 L860.24	5.000 EACH	2500.00000	12500.00	500.00000	2500.00		
STORM EVENT RESTORATION - INCENTIVE							
0073 L860.50	LUMP	6000.00000	6000.00	2500.00000	2500.00		
ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE							
SECTION TOTALS			\$ 42,510.00		\$ 28,978.00		\$ 0.00
CONTRACT TOTALS			\$ 965,654.30		\$ 996,901.68		\$

[Back to Top](#)

CITY COUNCIL TABLET/LAPTOP OPTIONS

I don't necessarily have one recommendation over another for council use regarding devices to completely get off of the use of paper packets for city council meetings. I will list several products and give my thoughts for your review:

1. Microsoft Surface Pro 3



The Surface Pro 3 is currently one of the most popular if not the most popular hybrid tablet computers on the market. It has a touch-screen interface and an optional detachable keyboard. Also included is a stylus that you can use to draw, highlight, annotate, etc. on the screen. This device has a 12" screen. It also includes a webcam/camera, BlueTooth, USB ports, and an SD Card slot. This unit does run a full regular version of Windows 8.1, so it will be able to run standard versions of Microsoft Office and just about any other Windows application that would ever need to be installed. It is very light in weight at 1.8 pounds.

The lowest priced Surface Pro 3 is a 64 GB model that runs for \$799. Keyboard is not included and costs an additional \$129. So minimum investment is likely \$928 per unit. Details can be found here: <http://www.bestbuy.com/site/microsoft-surface-pro-3-64gb-intel-i3-silver/6243036.p?id=1219198826660&skuId=6243036>

2. Apple iPad Air 2



The Air 2 is the latest generation of the Apple iPad. A 64 GB model runs for \$599.99. The iPad will support Microsoft Office documents, but the software would have to be purchased unlike for any Windows device, which the City already owns licensing for. The iPad does not come with a stylus but does support them at an extra cost, those average \$50 to \$75 at minimum. The iPads are great for reading PDF and Office documents, but data manipulation and creation might not be as easy as on a Windows device and applications are limited to what Apple supports. This unit has a 9.7 inch display, has a camera/webcam built in to it and weighs right at 1 lb. These devices are really easy to use, but are limited in what they can and cannot support. Details can be found here:

<http://www.bestbuy.com/site/apple-ipad-air-2-wi-fi-64gb-silver/3313016.p?id=1219090214674&skuId=3313016>

3. Lenovo Yoga 2 (13)



Lenovo's Yoga 2 is similar to the Microsoft Surface Pro. It is a hybrid laptop/tablet that can be manipulated to sit like a laptop, propped up in "tent" mode, or lay flat like a touchscreen tablet. This particular unit has the largest display of any of the two above units at 13". It is also heavier than the other

two at 3.7 pounds. It includes USB and media card reader ports. It runs Windows 8.1 and has double the internal storage of the iPad and the Surface Pro that are quoted. This unit retails at \$899.99. Read more about this device here: <http://www.bestbuy.com/site/lenovo-yoga-2-2-in-1-13-3-touch-screen-laptop-intel-core-i5-8gb-memory-128gb-solid-state-drive-black/6071000.p?id=1219184622013&skuId=6071000>

4. ASUS Transformer T100TAF



Another hybrid device, the ASUS Transformer T100TAF is the cheapest of the hybrid/tablet models I've displayed here, coming in at just \$299.99. It has a 10.1 inch screen and weighs 2.4 pounds. The cost is quite a bit less, but the tradeoff is a lot lower quality processor, less memory, and less storage capacity. It is an economy unit. A stylus and cover are separate in cost but cheap.

Read about the unit here: <http://www.bestbuy.com/site/asus-transformer-pad-t100taf-10-1-intel-atom-32gb-with-keyboard-gray/8771004.p?id=1219365673287&skuId=8771004>

5. Laptop

Finally, as an alternative to a tablet or a hybrid laptop/tablet is a traditional laptop computer. I can get HP laptops anywhere from \$300 to \$400 and up. The advantage here is larger screen size, better processing hardware, larger keyboard and the ability to change the operating system (Windows 8, Windows 7, etc.). The drawback would be their size. A laptop will be heavier and bulkier than any tablet would be.

Conclusion

There are a lot of good options to consider, however I do not have much experience with most of these tablet devices. The Surface Pro 3 from Microsoft is one of the higher-priced units but generally has the best reviews. iPads are probably the easiest device to use, but are limited in their abilities. I would swing towards a laptop myself because of the ability to get a more powerful/larger machine for the dollar and I have the most experience with those, but will have no problem supporting any other product if Council wants to move in that direction. Decision ultimately rests with what Council wishes to be able to do on these devices. Call or email me with any questions/concerns or if you have any other products you would like me to check out.

Brian Kesting
bkesting@cityofwayne.org

Environment Element - Community Sustainability

Wayne is a growing community in the Northern Great Plains, with stable commercial, government, agriculture and education sectors. The community's ability to maintain and creatively grow these sectors and build new wealth over time, will be heavily influenced by the energy efficiency and life cycle costs of the public and private infrastructure needed to support these sectors in a way that is pleasing and meets the needs of future residents and business owners. This plan builds on the Wayne community's history of willingness to re-investment in itself, protect the environment, and to embrace better and more efficient ways to live and work.

Increase Building Efficiency

- a. Lighting – transition city lighting to LED's
- b. Retrofit Old Buildings – provide incentives and construction advice to the public for restoration of homes, windows, doors, attic ventilation, insulation; solar panels
- c. Retrofit Old Public and Commercial Buildings – provide incentives and construction advice to the public for restoration of homes, windows, doors, attic ventilation, insulation; solar panels
- d. New Construction Codes – add the fastest pay back BMPs to city codes and educate homeowners and realtors
- e. Budget for annual incentives to the public for the restoration of a vibrant urban forest for summer peak electric demand control and winter urban wind break

Waste Stream/Create a Zero Waste (90% Reduction) Community

- a. Recycling – public areas, major events (Chicken Show, County Fair); better labeling and awareness
- b. Develop more public function recycling facilities and develop the most efficient collection and transport of recycled materials possible
- c. Investigate regional hub and spoke system for efficient transportation of recycled materials.
- d. Support creation of publicly owned Zero Waste facilities including contracting approaches for private operations
- e. Explore public-private partnership opportunities for Zero Waste infrastructure and services.
- f. Up-cycle goods for other uses
- g. Community Garden & Compost – divert organic compostables into a local compost operation

Increase Transportation Efficiency

- a. Electric / Natural Gas City Fleet of Vehicles – potential for 11 trucks and four police cars
- b. Promote Pedestrian Uses – sidewalks, crossing guards

- c. Increase and encourage bicycling; carpooling
- d. Increase residential development density- with parking requirements
- e. Redevelop older existing neighborhoods- with architectural requirements

Low Impact Development and Green Infrastructure Programs

- a. Specify LID design options in engineering services contracts for subdivision development, storm water and parking lot improvements
- b. Provide to continuous education of the city planner, city administrator and public works staff in the new LID designs and BMPs (Best Management Practices) for operation and maintenance of LID projects.
- c. Calculate and track the public and private construction and life cycle cost savings for LID projects
- d. Promote Water Conservation – low impact lawn care; rain barrels; not paving driveways, gray water & potable water systems; xeri-scraping
- e. Require LID and Green Infrastructure Storm Water Detention and urban forestry practices in Subdivision Agreements
- f. Include incentives to the public and for developers for energy efficiency, LID and Green Infrastructure in the annual city budget

Plant Urban Forests

- a. Trees / Urban Forests – incentives for city rebate programs to replant new trees; 30 to 40% of Wayne's trees will be die within 15 years
- b. Compost brush and trimmings– select the Best Management Practices that are successful in other towns
- c. Waste wood recycling/composting/energy generation program
- d. Operate a dead tree wood recovery and re-use program