

**AGENDA
CITY COUNCIL MEETING
August 3, 2010**

5:30 Call to Order

1. Approval of Minutes – July 20, 2010

2. Approval of Claims

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

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

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

3. Action on Request for Waivers of Sidewalk Requirements — Gene & Shirley Fletcher, Russ & Courtney Volk and Clayton & Jan Stalling

Background: Our existing City Code requires sidewalks to be built on each residential lot after a house has been built on the lot. This occurs regularly in the new subdivisions as the new homes are built. In addition, our City Code provides for a “gap paving” requirement that allows the City Council to request property owners to build sidewalks across the front of their lots to connect other existing sidewalks into a total walkable network of sidewalks.

Almost all cities require sidewalks to be constructed as areas are developed to provide for a safe pedestrian walkway instead of mixing people and traffic on the streets. In the past, in Wayne, there were several decades where this was not enforced, and some of the established residential areas have no sidewalks, or there are sidewalks on only one side of the street, or there are dead-end sidewalks or gaps where there are none. This fact, plus the cost of building, maintaining and snow removal, often creates a discussion of fairness and question of equal application of the code.

This request for a waiver of enforcement of the code requirements requiring sidewalks is from the owners of the following properties on the west side of Providence Road between Sunnyview Drive and 10th Street: 810 Sunnyview Drive, 709 East 10th Street, and 710 East 7th Street.

A new home was recently constructed at 810 Sunnyview Drive which is a corner lot. A sidewalk has been built on the south frontage of that lot. The owners are asking for a waiver of the code requirement for a sidewalk on the east front of this corner lot until there are sidewalks continuing on north to connect with. Our code allows for the Mayor and Council to require sidewalks to be built across gaps as lots are developed to provide a connected sidewalk network for pedestrians.

The original owners of the two properties owned by Stallings and Volk were not required to build frontage sidewalks along Providence Road as the neighborhood developed. No one was enforcing the sidewalk code requirements on 10th Street or on Providence Road in the decades they were developed.

In 2008, the City required the owner of the property at 704 East 10th Street, which is directly across the street from the Volk property, “gap pave” 150 feet of sidewalk at a cost of \$900 to provide a safe pedestrian route for school kids that were walking from the west in the street over the 10th Street hill to the school bus stop at Sunnyview Park. Also, in 2008, the City required Marci Thomas to “gap pave” 150 feet on the west and north sides of her corner lot at Providence Road and 14th Street, and John Vakoc to “gap pave” 75 feet across a vacant lot on the east side of Providence Road. These “gap paving” segments of sidewalk connected the rest of the sidewalks to provide safe passage for school kids walking along Providence Road to and from the bus stop at Sunnyview Park.

Now that the corner lot at 810 Sunnyview Drive is developed with a new home, our current policy would require sidewalks on both corner frontages of that lot and the connecting sidewalks built to the north to connect with the intersection of 10th Street and Providence Road.

810 Sunnyview Drive (Fletchers): The owner of 810 Sunnyview Drive is not requesting a permanent waiver, but a waiver until there are sidewalks to the north to connect with.

710 East 7th Street (Stallings): This odd-shaped lot was divided off of a larger lot that used to be the edge of town. Because of the unique property configuration where the Sunrise Subdivision abuts the old Pine Heights Second Addition, only the back of this lot currently owned by Stallings fronts Providence Road. Gap paving across the back of the Stallings’ lot would benefit the neighborhood pedestrian traffic, but would have minimal value to the Stallings lot itself. There is existing sidewalk on the east side of Providence Road.

709 East 10th Street (Volk): Sidewalk construction was not enforced at the time this house was built on the corner lot at 10th Street and Providence Road. This property has no sidewalk on either the north or the east side of the corner lot. In 2008, the City required the owner of the lot at 704 East 10th Street on the north side of the street to “gap pave” a sidewalk for the school kids because there were connecting sidewalks only on the north side of 10th Street.

West side of Providence Road from 10th Street to the hospital driveway: The above three property owners requesting a waiver of the sidewalk requirement note there are no connecting sidewalks going north from 10th Street along Providence Road to connect to the hospital parking lot. Because those residential lots all have the backs of their lots facing Providence Road, the benefits of “gap paving” sidewalks there would be primarily for neighborhood pedestrian traffic and of minimal value to the property owners. There is an existing pedestrian trail on the east side of Providence Road extending from 10th Street to the hospital property.

Attachments: Aerial photo of Providence Road and properties being addressed.

Recommendation: City staff members don't have authority to waive City Code requirements for individual property owners, nor do you want us substituting our judgment for City Code on a case-by-case basis. Residential sidewalks are a continual topic for public discussion regarding fairness of enforcement, maintenance, snow removal, cost, etc. A Council action to waive the existing sidewalk requirements in the code as requested, without a motion citing an unusual or unique circumstance as the cause of the Council action, will make it hard for you or city staff to enforce the code when others object in the future. Another option is to amend the code to strike the sidewalk requirements completely from the code and treat all lots the same.

We are offering no staff recommendation on the requests, as this is a decision requested of the elected officials.

4. Resolution 2010-60: Approving Renewing the Interlocal Agreement for Wayne County and Wayne County Library Association

Background: The cost to operate the Wayne City Library is about \$200,000 per year. These costs are paid by city property tax and fees. Until 2005, the City charged a small amount for library cards for people who lived in the county and didn't pay city taxes. In 2005, Wayne, Winside and Carroll all entered into an Interlocal Agreement with the Wayne County Commissioners to establish a small amount of county cost-share to each of the libraries on behalf of the rural residents who use them. The libraries make their requests each year from the county budget, and the Commissioners decide each year the amount allotted. The distribution last year to the libraries was \$1,500 for Carroll, \$3,500 for Winside, and \$5,000 for Wayne.

Attachment: Copy of the Interlocal Agreement proposed for renewal.

Recommendation: Recommendation of the Library Board and staff is to approve the Interlocal Agreement as proposed for another ten years.

5. Action on III C Nutrition Agreement, III B Service Agreement and Catered Meal Agreement for the Wayne Senior Center

Background: This is the renewal of our annual agreements for State reimbursement for food and services we provide at the Senior Center. Our annual reimbursement averages \$60,000.

Recommendation: Recommendation of the Senior Center Board and staff is to approve the agreements for another year.

6. Action on Letter of Request to Nebraska Public Power District for Consideration of 2.5 megawatt Size Wind Turbine

Background: The City of Wayne has been approached by Renaise Energy about creating a public/private partnership to set up a 2.5 Megawatt wind turbine in or near the city limits. Renaise Energy is a small Iowa company that develops small wind turbine projects using federal funding and tax credits. The primary owners of Renaise Energy are Mike Garvin and Dave Tietgen, both former residents of Wayne. This project would fit well with Nebraska Public Power District's goal to generate more power using renewable energy sources.

The primary benefit to Wayne would be to be a participant in the strong and rapidly developing U.S. trend in new business development which is producing and assembling components for wind and solar power generation. There is also a new trend towards locating new companies and business expansions in industrial parks that have renewable energy sources allocated to those businesses. This allows those companies to meet their customers' demand for products made using renewable energy.

The turbine project is proposed to produce a modest amount of electric power to Wayne at the same cost as the wholesale power purchased under contract from NPPD.

7. Recess

- a. **Convene as Community Development Agency**
- b. **Approve Minutes – July 20, 2010**
- c. **Consideration and Adoption of CDA Res. 2010-2 Recommending Approval of Amended Redevelopment Plan/Contract for Northeast Nebraska Investors, LLC, a Nebraska Limited Liability Company**

Background: The original Tax Increment Financing (TIF) Agreement approved in 2009 allocates the new real estate taxes created by the new Cobblestone Hotel for the first 14 years to be used to reduce the cost of street and infrastructure around the hotel. The hotel construction did not get started as planned last fall. The new construction start date is in October 2010. Because of the year delay, the start and end dates in the TIF Agreement need to be amended to reset the clock for the 14 years of new taxes to be allocated to the infrastructure for the hotel.

Attachments: Revised TIF Agreement

Recommendation: Recommendation of the Finance Director and the City Administrator is to amend the existing TIF Agreement to capture the full 14 years of new real estate taxes for the hotel project.

- d. **Adjourn CDA and Reconvene as Council**

8. Public Hearing: Amended Redevelopment Plan/Contract for Northeast Nebraska Investors, LLC, a Nebraska Limited Liability Company (Advertised Time: 5:30 p.m.)

Background: This TIF Agreement has been reviewed and approved by the Planning Commission and needs to be approved as amended by the City Council.

9. Resolution 2010-54: Approving Amended Redevelopment Plan/Contract for Northeast Investors, LLC, a Nebraska Limited Liability Company

- 10. **Public Hearing:** Amending the One and Six Year Street Improvement Program to add Tomar Drive, 4th Street and Jaxon Street in the Bencotter Subdivision (Advertised Time: 5:30 p.m.)

Background: The City of Wayne is required to prepare an annual 1 & 6 Year Street Plan of future projects and submit it to the Nebraska Department of Roads (NDOR). Our current plan does not include the streets in the Benscoter Subdivision. This amendment, if approved by the City Council, will add the following: 1) Three blocks of 4th Street, extending it from Dearborn Street east to the west edge of Cityside Subdivision; 2) Two blocks to Tomar Drive, extending it from the fire hall south to the new 4th Street; and 3) Three blocks of Jaxon Street from the intersection of 4th and Dearborn northeast to Tomar Drive.

Recommendation: The recommendation of the Street Superintendent is to amend the Plan to add these three streets.

11. Resolution 2010-55: Approving the One and Six Year Street Improvement Program as Amended

12. Public Hearing: To Consider the Planning Commissions' Recommendation in regard to Amending the B-3 Neighborhood Commercial District, specifically Section 90-424 Exceptions and Section 90-425 Special Conditions and Conditions for Granting Exceptions of the Wayne Municipal Code by adding the following as an exception: vehicle towing service. The applicant is Main Street Auto Care and the City of Wayne (Advertised Time: 5:30 p.m.)

Background: In the current Wayne Zoning Code, “vehicle towing service” is listed as a “Use by Exception” in the B-1 Highway Commercial Zoning Districts, but not in the B-3 Neighborhood Commercial Zoning Districts. This amendment would add “vehicle towing service” as a “Use by Exception” in the B-3 Neighborhood Commercial Zoning Districts.

Recommendation: The recommendation of the Zoning Administrator is to amend the Wayne Zoning Code to add “vehicle towing service” as a “Use By Exception” in the B-3 Zoning Districts. The Planning Commission will hear comments from the public regarding this proposal at their public hearing on August 2nd and make a recommendation to the City Council.

13. Ordinance 2010-16: Amending Wayne Municipal Code Section 90-424 Exceptions and Section 90-425 Special Conditions and Conditions for Granting Exceptions

14. Public Hearing: To Consider the Planning Commission's Recommendation Regarding the Replat of the Benscoter Addition Planned Unit Development Replat 1, A Replat of Lots 3 and 4, and Plat of Dedicated Jaxon Street. The applicant is Louis Benscoter, Jr. (Advertised Time: 5:30 p.m.)

Background: This replat is brought forward at the request of the developer of the Benscoter Subdivision. The replat re-aligns Jaxon Street, combines Lots 19 & 20 and Lots 21 & 22, and moves the west boundary of Lot 4 to abut the new Lots 19 & 20.

Attachments: Replat of Benscoter Subdivision

Recommendation: The request and recommendation of the developer and the Zoning Administrator is to approve the proposed changes.

15. Resolution 2010-56: Approving the Replat of the Benscoter Addition Planned Unit Development Replat 1

16. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending Section 90-205 Exceptions; Section 90-235 Exceptions; Section 90-265 Exceptions; Section 90-294 Permitted Conditional Uses; and Section 90-315 Special Exception Uses, to add the following: accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or seven percent of the total lot area. The applicant is the City of Wayne. (Advertised Time: 5:30 p.m.)

Background: This action would increase the maximum allowable size of accessory buildings that property owners with large residential lots can build within the city limits.

Recommendation: The recommendation of the Planning Commission and the Zoning Administrator is to approve the amendment.

17. Ordinance 2010-17: Amending Wayne Municipal Code Section 90-205 Exceptions; Section 90-235 Exceptions; Section 90-265 Exceptions; Section 90-294 Permitted Conditional Uses; and Section 90-315 Special Exception Uses, to add the following: accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or seven percent of the total lot area

18. Public Hearing: To Consider the Planning Commission's Recommendation Regarding the Preliminary and Final Plat of Karel Acres 2nd Subdivision. The applicant is Erna Karel. (Advertised Time: 5:30 p.m.)

Background: The Karels wish to purchase a small parcel of additional land adjacent to property they own outside of Wayne but within the 2-mile extraterritorial jurisdiction.

Attachments: Aerial Photo of the site and parcels

Recommendation: The recommendation of the Zoning Administrator is to approve the plat. The Planning Commission will hear comments from the public regarding this plat at their public hearing on August 2nd and make a recommendation to the City Council.

19. Resolution 2010-57: Approving Preliminary and Final Plats of Karel Acres 2nd Subdivision

20. Resolution 2010:58: Approving Amendment to Contract for Engineering Services with Olsson Associates for Design Services for

[Completion of Kardell Lift Station and Force Main Connection to City Sewer System - \\$6,300](#)

Background: This sewer main project would connect a new central manhole to be located in the ditch south of Milo Meyer Construction in the middle of the Kardell Industrial Park to the existing north/south city sewer main that runs parallel with North Centennial Road through the spec building site. This is the link that will provide sanitary sewer service to Pacific Coast Feather, Concord Components and eventually Chief's Way, if extended south across Highway 35. The design of this project was started when Kardell Industrial Park was purchased, but was put on hold while we built Summerfield Drive and Industrial Drive with a deep section of sewer main on the west boundary of Pacific Coast property.

Recommendation: The recommendation of the City Administrator and Supt. of Public Works and Utilities is to approve the agreement for services, design the sewer main, and build the project. It is further recommended that the cost of this segment of the sewer line should be carried by the City of Wayne and recovered through future hook-up fees that are equivalent to what the assessments would have been if a sewer district had been created to build the project.

[21. Resolution 2010-59: Amending Energy Incentive Program](#)

Background: The existing City of Wayne Electric Energy Reduction Incentive Program was created to generate public attention and provide financial incentives to energy reduction practices that level out the city utility winter/summer peak electric loads. Reducing summer peak loads saves the Wayne Utility substantial demand charges, allowing us to avoid some rate increases. This amendment would remove "electrical entrance boxes" as an eligible practice. This amendment also adds a \$100 rebate per utility customer to help offset the cost of a building energy audit by a Certified Nebraska Energy Auditor, and also adds a one-time incentive payment of \$10.19 per installed KW for commercial customers that design their facility to add or convert to electrical heating and cooling.

Recommendation: This incentive is calculated by NPPD to have a 5-year payback to the city utility. The recommendation of the Power Plant Supt. is to approve the proposed amendment.

[22. Resolution 2010-61: Adopting Title VI – Civil Rights Regulations and Designating the Street Superintendent Responsible for the Management of the Title VI – Civil Rights Process](#)

Background: The Federal Highway Administration requires each local entity that receives Federal funds to establish a Title VI Program of their own in order to prevent discrimination in the provision of benefits and services. This Resolution is the Council's formal action to adopt and abide by those regulations and to designate the Street Superintendent as being responsible for the management of the Title VI – Civil Rights Process.

Recommendation: The recommendation of the City Administrator and Street Superintendent is to approve the Resolution.

23. Action on Certificate of Payment No. 4 for the Muhs Acres Water Main Extension Project in the Amount of \$14,968.55 to Robert Woehler & Sons Construction

24. Action on Certificate of Payment No. 6 (Final) for Kardell Subdivision Paving, Drainage and Water Improvement Project in the amount of \$_____ to Steve Harris Construction

25. Action on Certificate of Payment No. 1 for the Asphalt Overlay Project in the Amount of \$225,416.16 to Knife River

26. Adjourn

APPROVED AS TO FORM AND CONTENT:

Council President

City Administrator

Airport Authority Minutes – April 12, 2010

July 20, 2010

The Wayne City Council met in regular session at City Hall on Tuesday, July 20, 2010, at 5:30 o'clock P.M. Council President Doug Sturm called the meeting to order with the following in attendance: Councilmembers Jim Van Delden, Jon Haase, Dale Alexander, Kathy Berry and Ken Chamberlain; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Mayor Lois Shelton and Councilmembers Brian Frevert and Kaki Ley.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on July 8, 2010, 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 Chamberlain made a motion and seconded by Councilmember Van Delden, whereas the Clerk has prepared copies of the Minutes of the meetings of July 6 and 12, 2010, 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.

Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the Minutes approved, as corrected.

The following claims were presented to Council for their approval:

ADDITIONS & CORRECTIONS TO CLAIMS LIST OF 7/6/10: Void WAED, Re, 6383.33

VARIOUS FUNDS: ALARM PROS, SU, 5.28; ALERT-ALL CORP, SU, 223.20; AMERITAS, RE, 2345.07; APPEARA, SU, 75.62; BANK FIRST, FE, 210.00; CITY EMPLOYEE, RE, 112.16; BINSWANGER GLASS, SU, 40.00; CITY EMPLOYEE, RE, 178.01; CITY OF WAYNE, SE, 20.00; CARHART LUMBER, SU, 1290.60; CHARTWELLS, SE, 5532.70; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, RE, 90.00; CITY OF WAYNE, PY, 65286.76; CITY OF WAYNE, RE, 175.00; CITY OF

WAYNE, RE, 1.77; CLAUSSEN & SONS IRRIG., SE, 676.32; COMMUNITY HEALTH, RE, 4.00; COPY WRITE, SU, 152.78; DAVE'S DRY CLEANING, SE, 72.00; DUTTON-LAINSON, SU, 186.44; ECHO GROUP, SU, 632.00; CITY EMPLOYEE, RE, 39.59; ED M FELD EQUIPMENT, SU, 841.50; ELLIS PLUMBING, SE, 713.94; FLOOR MAINTENANCE, SU, 351.02; GALE GROUP, SU, 29.66; GANA TRUCKING & EXCAVATING, SE, 8756.82; GLEN'S AUTO BODY, SE, 86.58; GRAHAM TIRES, SU, 124.26; GUILDCRAFT ARTS & CRAFTS, SU, 215.95; CITY EMPLOYEE, RE, 35.00; HAWKINS, INC, SU, 753.75; HIRERIGHT SOLUTIONS, SE, 51.90; ICMA, RE, 5579.68; INGRAM BOOK COMPANY, SU, 445.35; IRS, TX, 20963.95; JASON CAROLLO, SE, 245.00; JOHN'S WELDING AND TOOL, SE, 55.40; CITY EMPLOYEE, RE, 65.60; K & M SEEDS, SU, 10.00; KELLY SUPPLY, SU, 201.52; L.G. EVERIST, SU, 996.82; M. K. ERVIN, SE, 6160.00; MICROFILM IMAGING SYSTEMS, SE, 516.23; MIDWEST LABORATORIES, SE, 53.55; MIDWEST TAPE, SU, 288.49; MILO MEYER CONSTRUCTION, SE, 1581.25; MOONLIGHT TOWING, SE, 58.58; MUNICIPAL SUPPLY, SU, 356.71; NE DEPT OF REVENUE, TX, 3075.42; NE EXPRESSWAYS, SE, 581.04; NE LIBRARY COMMISSION, FE, 1250.00; NORTHEAST EQUIPMENT, SE, 966.98; ORIENTAL TRADING CO, SU, 113.87; PAC N SAVE, SU, 13.08; PAMIDA, SU, 180.23; CITY EMPLOYEE, RE, 184.77; PEPSI-COLA, SU, 67.79; PRESTO X, SE, 77.20; CITY EMPLOYEE, RE, 1950.01; QA BALANCE SERVICES, SE, 90.00; QWEST, SE, 139.60; ROBERT WOEHLER & SONS, SE, 18173.71; ROBERTSON IMPLEMENT, SU, 174.36; RON'S RADIO, SU, 42.99; SD MEYERS, SU, 168.00; SHAWN STORY, SE, 25.00; SIEMENS WATER TECHNOLOGIES, SU, 1513.00; SPARKLING KLEAN, SE, 1405.58; STADIUM SPORTING GOODS, SU, 30.00; STATE NATIONAL BANK, SE, 54.74; T & S TRUCKING, SE, 460.47; VOSS LIGHTING, SU, 122.80; WAYNE AREA CHAMBER, RE, 1000.00; WAED, RE, 100000.00; WAYNE AUTO PARTS, SU, 1613.54; WAYNE COMMUNITY SCHOOLS, RE, 3057.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE ROTARY, FE, 280.00; WAYNE STATE COLLEGE, RE, 1000.00; WESCO, SU, 3553.11; FIREMAN, SU, 28.79; WOOD PLUMBING & HEATING, SU, 153.77; ZACH HEATING & COOLING, SE, 107.50; ZACH OIL, SU, 4809.49; CITY EMPLOYEE, RE, 50.00; ZACH PROPANE, SU, 16.50; CITY EMPLOYEE, RE, 42.34; CITY EMPLOYEE, RE, 26.74; AUDITORIUM DEPOSIT, RE, 150.00; RAISING PERMIT REFUNDS, RE, 1988.00; JIM BRUMMELS, SE, 30.00; POLLARD PUMPING, SE, 985.00; DE LAGE LANDEN FINANCIAL, SE, 394.00; ICMA, RE, 502.24; MEDICAL REIMBUREMENT, RE, 119.66; MEDICAL REIMBUREMENT, RE, 196.98; MEDICAL REIMBUREMENT, RE, 133.70; MEDICAL REIMBUREMENT, RE, 6.40; MEDICAL REIMBUREMENT, RE, 131.87; BANK FIRST, FE, 15.00; NE DEPT OF REVENUE, TX, 423.58; NPPD, SE, 284190.63; CITY OF NORFOLK, SE, 348.60; APPEARA, SE, 25.56; CULLIGAN, SE, 42.25; FORT DEARBORN LIFE, SE, 1723.49; ITRON, SE, 3294.72; NE LIBRARY COMMISSION, FE, 1287.00; QUALITY 1 GRAPHICS, SU, 75.00; PITNEY BOWES, SU, 648.00; DUTTON-LAINSON, SU, 52.19; NE PUBLIC HEALTH ENVIRO, SE, 167.00; IRS, TX, 2460.28; RANDOM HOUSE, SU, 131.88; STATE NATIONAL BANK, RE, 100.05; BAKER & TAYLOR BOOKS, SU, 842.44; DAKOTA BUSINESS SYSTEMS, SE, 101.50; CREDIT BUREAU SERVICES, SE, 301.60; COVENTRY, SE, 18476.42; CONTINENTAL FIRE SPRINKLE, SE, 210.00; JASON CAROLLO, SE,

270.00; ISLAND SPRINKLER SUPPLY, SU, 365.81; AMAZON, SU, 178.24; VERIZON, SE, 258.41; NEBRASKA COMMUNITY FOUNDA, RE, 11000.00; UNIVERSITY OF NEBRASKA, FE, 15.00; MSM, SE, 249.00; RENA S ALONSO, PY, 4403.12

Councilmember Chamberlain made a motion and seconded by Councilmember Alexander to approve the claims. Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Council President Sturm 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.

Gary Folchert of Nebraska Public Power District gave a report on the Energy Audit Services that NPPD does for its customers. NPPD does not do energy audits on residential properties.

Garry Poutre, Supt. of Public Works & Utilities, advised the Council that JEO Consulting Group contacted us about NDEQ's grant program for a water source protection process. This is a two-year process, and JEO has estimated that it will cost about \$90,000. There is stimulus funding that can help pay up to \$75,000 of an estimated \$90,000 cost to prepare a well head protection plan and long-term drinking water sustainability plan. JEO has offered to do this grant application process at no cost. The deadline for this application is August 6th. If we receive the grant, the starting date would be December, 2010, and the process would be completed at the end of 2012.

Councilmember Chamberlain made a motion and seconded by Councilmember Alexander approving the application for stimulus funding for a well head protection and water source sustainability plan and retaining JEO Consulting Group as the engineer on the project. Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Administrator Johnson stated that a request has been made to rebuild the infield on the southwest field of the Summer Sports Complex before the District High School Softball Tournaments start this fall. The project cost is \$15,536. Fundraising efforts have raised about \$2,500 so far. His recommendation is to have the City Recreation Department contribute \$6,500, with the Wayne Community schools contributing \$3,000 and the Wayne Softball Association contributing \$3,000.

Rob Sweetland, the girls' softball coach, presented additional cost estimates from Odeys totaling \$5,829, bringing the total project cost to \$21,365. Odeys has worked on fields at the University of Nebraska and also at some fields at Omaha highs schools. Odeys is recommending that a 6' drag be purchased (which is part of the additional \$5,829) so that the fields can be maintained properly. The surface they will put on the fields is very soft and is not abrasive like agra-lime. He advised the Council that the private fundraising (about \$2,500) at this time is tapped out. They were hoping to purchase the drag with that money.

Mr. Sweetland also provided the Council with a list of improvements that the Softball Association did last year at the Summer Sports Complex which totaled close to \$13,000. The Softball Association had to take over all of the costs of running the program this past summer. They have to pay for the coaches, umpires, entry fees and

equipment. They do get the fee from the kids that play, but that is all they receive. The remainder of the money needed comes from the tournaments they run and fundraising. The Softball Association had to take \$1,000 out of their reserves this year to help pay for the costs of running the program, so they will not be able to help with any of the field improvement costs as of right now. The Softball Association was of the understanding that even though they took over the program, the City would still make improvements to the complex.

Nancy Braden, Finance Director, reviewed the capital projects that are now or will be funded with the city sales tax. With all of the projects on the list, and with a 2% growth in sales tax revenues, this leaves about \$200,000 left from sales tax. Two major projects the Sales Tax Committee talked about and wanted to see funded with sales tax dollars were the swimming pool and a ladder truck for the fire department.

Rocky Ruhl, Athletic Director of Wayne Community Schools, stated that the school will commit to paying one-half of the cost of the project. The school is aware that they don't pay anything for the use of the fields. The School is willing to look at paying the City a stipend/lease/rental fee for the use of the fields that would go towards field improvements. Mr. Ruhl noted when he and the School Superintendent visited about paying half of the cost of the project, the amount they were thinking of splitting was the \$12,500, not the \$21,365. Therefore, he would have to revisit with the School Superintendent since the amount has changed.

Administrator Johnson stated the amount to do this project would come out of next year's budget. He would recommend splitting the amount out of sales tax and the recreation budget.

Councilmember Chamberlain made a motion and seconded by Councilmember Van Delden approving \$8,000 towards the cost of this project, with \$4,000 coming from the sales tax funds and \$4,000 coming out of the Recreation budget to rebuild the infield on the southwest field of the summer sports complex before the District High School Softball Tournaments this fall. Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Administrator Johnson stated one proposal was received on the HVAC system for City Hall, and that was from Zach Cooling and Heating in the amount of \$8,889.

Councilmember Van Delden introduced Resolution No. 2010-46 and moved for its approval; Councilmember Chamberlain seconded.

RESOLUTION NO. 2010-46

A RESOLUTION ACCEPTING PROPOSAL AND AWARDED CONTRACT FOR THE HVAC SYSTEM FOR CITY HALL.

Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Administrator Johnson stated the following Resolution would amend the Personnel Policy regarding public access to employee use of cell phones, computers and texting. This is the policy recommended by the Harding Law Firm. All employees will be required to read and sign a statement acknowledging public access to the communications equipment they are using.

Councilmember Chamberlain introduced Resolution No. 2010-47 and moved for its approval; Councilmember Alexander seconded.

RESOLUTION NO. 2010-47

A RESOLUTION AMENDING CHAPTER 30 – ACCEPTABLE USE POLICY

FOR INFORMATION TECHNOLOGY OF THE CITY PERSONNEL
MANUAL.

Council President Sturm stated the motion, and the result of roll call being all
Yeas, the Council President declared the motion carried.

Administrator Johnson stated the following Resolution would update the 10-year
lease agreement with Alltel and increase their monthly payment to \$1,900 per month.
The monthly payment will then be increased annually by 5%.

Councilmember Alexander introduced Resolution No. 2010-48 and moved for its
approval; Councilmember Van Delden seconded.

RESOLUTION NO. 2010-48

A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE
COMMUNICATION TOWER AND REAL ESTATE LEASE AGREEMENT
WITH ALLTEL COMMUNICATIONS OF NEBRASKA, INC.

Council President Sturm stated the motion, and the result of roll call being all
Yeas, the Council President declared the motion carried.

Administrator Johnson stated the following Resolution would allocate \$60,000 in
property tax to the Wayne Municipal Airport Authority. This is an annual request that
the Airport Authority makes to the Council.

Councilmember Alexander introduced Resolution No. 2010-49 and moved for its
approval; Councilmember Haase seconded.

RESOLUTION NO. 2010-49

A RESOLUTION AUTHORIZING THE ALLOCATION OF PROPERTY
TAXES TO THE WAYNE AIRPORT AUTHORITY.

Council President Sturm stated the motion, and the result of roll call being all
Yeas, the Council President declared the motion carried.

Administrator Johnson stated the following Resolution would approve the Windom Street Engineering Agreement with Kirkham Michael for \$95,985. The total estimated cost of this project is \$590,000. Eighty percent of the engineering costs and costs of the project will be paid for by STP funding. This project will probably take place in 2013.

Councilmember Chamberlain introduced Resolution No. 2010-50 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2010-50

A RESOLUTION APPROVING STP ENGINEERING AGREEMENT (AMENDED) FOR PROFESSIONAL ENGINEERING DESIGN SERVICES BETWEEN THE CITY OF WAYNE AND KIRKHAM MICHAEL FOR THE WINDOM STREET FROM 3RD TO 7TH STREETS PAVING AND STORM SEWER PROJECT.

Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Nancy Braden, Finance Director, stated the following Resolution is necessary to allow Council President Sturm to sign grant documents in the absence of Mayor Shelton.

Councilmember Van Delden introduced Resolution No. 2010-51 and moved for its approval; Councilmember Alexander seconded.

RESOLUTION NO. 2010-51

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

Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Lisa Hurley of Northeast Nebraska Economic Development District advised the Council that the trust fund grant for the Western Ridge Project is facing a contract end

date of August 6th. The final two houses are not completed at this point, and in all likelihood will not be completed by August 6th. Therefore, we need to make a request to extend the contract end date to October 6, 2010, to allow us to complete the homes in Western Ridge. It is not known whether or not this extension will be approved.

Councilmember Chamberlain introduced Resolution No. 2010-52 and moved for its approval; Councilmember Alexander seconded.

RESOLUTION NO. 2010-52

A RESOLUTION AUTHORIZING EXTENSION OF CONTRACT END DATE FOR NAHTF GRANT #07-TFHP-5044.

Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Gene Hansen, Superintendent of Electric Production, stated the City has been awarded a grant in the amount of \$250,000 for a \$600,000 project to improve the cooling system at the power plant. The following Resolution would authorize the acceptance of the energy efficiency and conservation block grant.

Councilmember Chamberlain introduced Resolution No. 2010-53 and moved for its approval; Councilmember Van Delden seconded.

RESOLUTION NO. 2010-53

A RESOLUTION AUTHORIZING ACCEPTANCE OF ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT.

Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Nancy Braden, Finance Director, and City Administrator Johnson gave a preliminary review of the 2010-2011 proposed budget.

Administrator Johnson advised the Council that the State approved the Mutual Finance Organization application, which means that the City of Wayne Fire Department will receive \$27,000 in state aid.

Garry Poutre, Supt. of Public Works & Utilities, gave a report on the new NDEQ requirements for the sludge lagoon. The EPA states that our lagoon is sludge storage and not a part of our wastewater treatment process and needs to be handled as such. There are a lot of different requirements for operating a sludge storage unit than there is for a wastewater treatment process. We received a report from the EPA in January. Our current operating plant for the treatment plant expires September 30th. We have never heard the final outcome of the EPA inspection that we had last October until a couple of weeks ago. The EPA has requested information about our lagoon and how it has been operated the past 15 years. We are working with JEO to respond to that request, which is due the first week of August. We have \$1,000,000 set aside in the budget to decommission the 26-acre lagoon. Once the information is sent to the EPA, they will determine in the coming months whether or not the lagoon is to be treated as part of our wastewater treatment process or as a sludge storage facility, and if it is determined to be a sludge storage facility, then we will need to advise them how we will go about getting rid of the sludge.

Councilmember Alexander made a motion and seconded by Councilmember Chamberlain to recess as Council and convene as the Community Development Agency. Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Chair Chamberlain called the meeting of the Community Development Agency to order. Those in attendance were: Members Jim Van Delden, Jon Haase, Dale Alexander, Doug Sturm, and Kathy Berry; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Members Lois Shelton, Brian Frevert and Kaki Ley.

Chair 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.

The next item on the CDA agenda was to approve the minutes of the June 1, 2010, meeting.

Member Alexander made a motion and seconded by Member Sturm approving the minutes of the June 1, 2010, meeting. Chair Chamberlain stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to approve the following CDA Claims:

Habitat for Humanity – Liteform due from Grant -- \$1,131.64
Habitat for Humanity – Gift Lot to Habitat -- \$5,000.00
City of Wayne – Attorney Fees -- \$929.00

Member Sturm made a motion and seconded by Member Alexander approving the CDA Claims. Chair Chamberlain stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

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

Councilmember Haase made a motion and seconded by Councilmember Alexander to adjourn the meeting. Council President Sturm stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the meeting adjourned at 7:15 p.m.

CLAIMS LISTING AUGUST 3, 2010

AMERICAN PUBLIC POWER	2ND HALF APPA DUES	1,029.24
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,155.53
APPEARA	LINEN & MAT SERVICE	100.95
ARNIE'S FORD-MERCURY INC	HANDI-VAN DOOR LOCK REPAIR	259.60
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	195.00
BLACK HILLS ENERGY	GAS BILLINGS	560.76
BOMGAARS	ARMORALL	3.49
CITY EMPLOYEE	HEALTH REIMBURSEMENT	5,228.92
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	85.43
CHANNING BETE COMPANY INC	ENERGY PAMPHLETS	1,033.17
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUNDS	425.00
CITY OF WAYNE	PAYROLL	65,706.56
CITY OF WAYNE	UTILITY REFUND REISSUE	99.03
CITY EMPLOYEE	VISION REIMBURSEMENT	164.32
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
DAVID H. PTAK, ATTORNEY	ZONING ISSUES	185.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	112.35
DUTTON-LAINSON COMPANY	LCD DISPLAY/CONNECTORS	222.32
ECHO GROUP INC JESCO	STRUTS	149.93
CITY EMPLOYEE	HEALTH REIMBURSEMENT	944.42
ELECTRIC FIXTURE & SUPPLY	STAT GUARD/BULBS	42.14
ELLIS PLUMBING & HEATING	AC REPAIR/STOOL REPAIR/FREIGHT	315.80
ENERGY FEDERATION, INC.	LIGHT BULBS	1,205.20
FIRST CONCORD GROUP LLC	CAFETERIA PLAN	5,682.17
FLOOR MAINTENANCE	SOAP/TISSUE/CLEANER/TOWELS	635.34
GALE GROUP	BOOK	29.69
GAYLORD BROS	BOOK CARDS	72.61
GERHOLD CONCRETE CO INC.	CONCRETE/GRAVEL	1,252.87
HABITAT FOR HUMANITY	HOUSING SUBSIDY-WESTERN RIDGE	19,472.92
HAWKINS, INC	POOL CHEMICALS	586.27
CITY EMPLOYEE	HEALTH REIMBURSEMENT	62.86
HOCKENBERGS	CARAFE POTS	74.99
ICMA RETIREMENT TRUST	ICMA RETIREMENT	5,507.94
IRS	FEDERAL WITHHOLDING	20,339.26
JEO CONSULTING GROUP	SIDEWALK REPLACEMENT	2,300.00
JOHN'S WELDING AND TOOL	CYLINDAR FILL-TORCH	82.40
JOHNSON HARDWARE	CAC DOOR STOPS	67.36
KELLY SUPPLY COMPANY	GASKETS	86.61
KRIZ-DAVIS COMPANY	CONDUIT/ARRESTORS/SOCKETS	1,249.78
LANGEMEIER, WAYNE	MOWING	125.00
MAIN STREET AUTO CARE	ALIGNMENT-HANDIVAN	69.00
CITY OF WAYNE	BUILDING DEPOSIT REFUND	500.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	166.89

MICROFILM IMAGING SYSTEMS	DIGITIZE WAYNE HERALD	805.14
MIDWEST OFFICE AUTOMATION	COPIER OVRAGE	1,451.83
MIDWEST TAPE LLC	AUDIO BOOKS	179.94
MOONLIGHT TOWING LLC	TOWING	85.20
N.E. NEB ECONOMIC DEV DIS	ADMIN 08-ED-006	906.64
NE DEPT OF REVENUE	STATE WITHHOLDING	2,926.23
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTION	59.24
NORTHEAST NE PUBLIC POWER	ELECTRICITY	2,213.32
OLSSON ASSOCIATES	TRAIL II/KARDELL/MUHS	9,066.01
PENRO CONSTRUCTION CO INC	GUIDE RAILS	1,970.65
PETERSON THERAPY SERVICES	DT REVITILIZATION GRANT	1,027.00
QWEST	TELEPHONE CHARGES	428.34
QWEST BUSINESS SERVICES	LONG DISTANCE	163.42
SIEMENS WATER TECHNOLOGIES	PIN SHEAR	66.00
STADIUM SPORTING GOODS	WSC PROMOTIONS/SHIRTS	2,100.00
TOM ADAMSON	BOOK	8.00
UNITED WAY	PAYROLL DEDUCTION	32.32
UNIVERSITY OF NE-LINCOLN	WORKSHOP- JOEL HANSEN	30.00
VAN DIEST SUPPLY	WEED KILLER	276.70
VERIZON WIRELESS SERVICES	CELL PHONES	301.61
VIAERO	CELL PHONES	135.34
VOSS LIGHTING	LIGHT BULBS	577.62
WAYNE COMMUNITY HOUSING	HOUSING MGT WESTERN RIDGE	24,178.00
WAYNE COMMUNITY THEATER	DT REVITILIZATION GRANT	16,100.00
WAYNE STATE COLLEGE	LIGHTING EFFICIENCY	400.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	465.02
WESCO DISTRIBUTION INC	PADMOUNT TRANSFORMERS/CONDUIT	13,776.72
WHELEN ENGINEERING CO INC	TONE DECODER REPAIR	23.35
WINGATE INN	LODGING- J BRADY	140.00

CORRECTIONS TO AD CLAIMS 7/20/10

PAYROLL \$ 4,403.12

UTILITY REFUNDS \$197.54

7-17-10

To the Mayor & City Council members of Wayne,
we have put in a new home here in
Wayne and put a deposit of \$1,000⁰⁰/₁₀₀
for a building permit before we could
get started, all with the understanding
we would have this money returned
when our house was finished and
inspected. This was done and approved
quite a few months ago. Now our
money is being held hostage being
told we have to put in side walks
going N. & S. We already put in a
sidewalk going E. & W. and goes nowhere.
We put up that money for a
building permit not a side walk
permit. We want our \$1,000⁰⁰ and
we want it now. or you can pay
the 5. plus⁰⁰ we are paying.

Gene & Shirley Fletcher

Thank You in advance for
taking care of this matter now.

To Wayne City Mayor & Council members.

I am writing concerning being told we must put in more side walk going N. + S., we have already put in side walk going E. + W. the length of our two lots and ending where no more walks

If you will drive up Providence Rd. you will see the side-walk is on the east side of the St. going North from 7th St. up through the park and on North. Also on the East side is the walking trail so one can use the trail if they choose not to do the side walk. You can also notice the lay of the land and the way the houses and yds are layed out and if we putⁱⁿ a side walk it would end in a bunch of trees & bushes. Therefore we would like to ask if after you come up and look the situation over you might give us a 5yr extension, so a plan can be made for the entire neighborhood or a least for all of Providence Rd. Thank you for your attension. We will be waiting for a Decision.

Gene & Shirley
Fletcher

Lowell Johnson - sidewalk

From: "Courtney Anderson" <CAnderson@digiblue.com>
To: <dalexander@cityofwayne.org>, <kberry@cityofwayne.org>, <mayor@cityofway...>
Date: 7/19/2010 3:15 PM
Subject: sidewalk
CC: <ruvolk01@yahoo.com>, <cmlsurvivor27@yahoo.com>

To whom it may concern:

We are contacting you in regards to the proposed sidewalk along the west side of Providence Road from 10th Street to Sunnyview Drive. Our home is located at 709 East 10th Street.

First, we don't believe that the safety issue comes from which side the sidewalks are on, but the speed of traffic on the road. Making us install new sidewalks is not going to slow the traffic to a safe speed.

There are several busy streets in this town that do not have a sidewalk on either side. For example, Walnut Street between 9th Street and 10th Street. There is also a property to the west of us on 10th Street between Walnut Street and Pine Heights Road that has a sidewalk, but the properties to the east or west of it do not have a sidewalk.

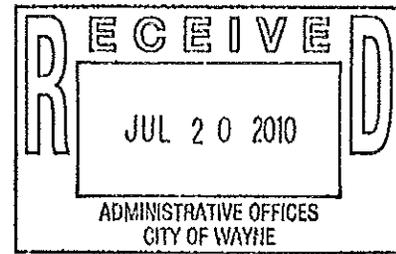
We do not feel that this sidewalk is needed. It will not connect to any other sidewalks going north or south, so people and school children will still have to cross "Busy" Providence road either at 10th Street or Sunnyview Drive. This was one of the main points in the letter from the city "Considering the busy traffic on Providence Road and the location of a school bus stop in the area". We have a nine year old son that rides the bus, however there are two bus stops in our area. The one our son rides on stops to the west of our house on 10th street (about two houses down). The other bus stop is to the east in front of the picnic shelter in Sunnyview park.

We also believe that it will not be a safe sidewalk in the winter. The slope of it would be very dangerous in icy conditions. We have also noticed cars traveling south down the hill start sliding around the curve which could become an accident. The cars travel at high speeds in the winter time as well, and have slid sideways down the hills into the curbs located down the west side of Providence Road.

We feel that if sidewalks are to be implemented for safety reasons that you may need consider the busy streets without sidewalks. Please feel free to contact us for further discussion with this matter.

Thank you for your time,
Russ and Courtney Volk
375-2170 or 402-640-5663

July 18, 2010



Mr. Joel J. Hansen
Inspector/Planner
City of Wayne
306 Pearl, P.O. Box 8
Wayne, NE 68787

Dear Joel:

I am in receipt of your letter of July 9, 2010, regarding potential sidewalk construction on and near our residential property on 710 Sunnyview Drive. We have some serious concerns regarding this situation. Please allow us to provide a bit of history on this situation.

As you may be aware, our property which we purchased in 1979, originally had access to East 7th Street. That access was altered when Providence Road was constructed and we were forced to purchase an ingress/egress easement from adjacent property owners. Our original property now has frontage on Providence Road but our access is on Sunnyview Drive. We were verbally "assured" by the City Manager at that time that we would not be assessed for any costs associated with construction of Providence Road since it was being constructed on the "back side" of our property and we had no vehicular access. Regardless of "assurances", we were assessed several thousand dollars for Providence Road construction.

Also at that time, we were "assured" by the same City Manager that a sidewalk would be constructed on the east side of Providence Road and there was no need to have a sidewalk on the west side on our property. A few days ago our neighbors on both sides of our property received your notice that a sidewalk on our properties on Providence Road may be required. In this instance, we strongly object!

Please look at the sidewalk situation in this block. TWO sidewalks already exist on the east side of Providence Road in Sunnyview Park. I fail to see the logic in adding a third sidewalk in this block that connects to no other sidewalks. There are no sidewalks north, south, or west of this location. Why waste public and private resources by adding one block of unnecessary sidewalk?

In addition, we want to point out the difficulties in snow removal that we might experience if this sidewalk was constructed. Our only access to the proposed sidewalk location is across our yard. Our access for snow removal would have to come via Sunnyview Drive. In other words, we would have to exit our driveway, move equipment one block east on Sunnyview Drive to Providence Road, then one-half block north on Providence Road to reach "our" section of the proposed

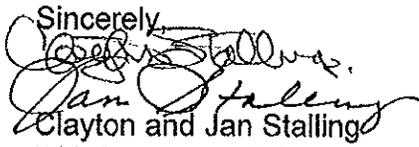
sidewalk. Providence Road is plowed on a very regular basis during snowfalls to allow access to the hospital. Snow plows will potentially push snow from the street onto this proposed sidewalk as they clear the street and we will have to travel approximately the one and one-half blocks on a regular basis to check the sidewalk and to try to remove snow as required by city regulations. We feel this creates a hardship for us.

Finally, it appears any sidewalk construction on our property will potentially require tree removal. We strongly object to additional tree removal for environmental, aesthetic, and privacy purposes and potential devaluation of property values.

In summary, we respectfully but strongly object to sidewalk construction on the west side of Providence Road between 10th Street and Sunnyview Drive. It appears there are sufficient sidewalks (TWO) already in the area. Construction of an additional sidewalk here would potentially cause property devaluation and financial and maintenance hardships for us. Unnecessary sidewalk construction is a waste of both public and private resources.

Please contact us if you have comments or questions. Thank you.

Sincerely,


Clayton and Jan Stalling
710 Sunnyview Drive
Wayne, NE 68787

c: Lois Shelton, Mayor
Lowell D. Johnson, City Administrator
Kathy Berry, City Council
Dale Alexander, City Council
Gene and Shirley Fletcher
Russ and Courtney Volk



1406
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14th Street

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Providence Road

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Providence Road

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10th Street

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700 E.7

710 E.7

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Sunnyview Drive

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Lilac Lane

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RESOLUTION NO. 2010-60

A RESOLUTION APPROVING RENEWAL OF INTERLOCAL AGREEMENT FOR WAYNE COUNTY AND WAYNE COUNTY LIBRARY ASSOCIATION.

WHEREAS, Wayne County, by and through its Wayne County Commissioners, and the Wayne County Library Association consisting of the public libraries of the City of Wayne and the Villages of Winside and Carroll entered into an Interlocal Agreement on March 2, 2005, to provide services and materials currently available through the public libraries to non-residents of their community so long as such residents are residents of the County; and

WHEREAS, said agreement has now been in effect for five years and the parties hereto are desirous of renewing said Interlocal Agreement, a copy of which is attached hereto, for a period of 10 years.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement for Wayne County and Wayne County Library Association, which is attached hereto, be approved as written, and the City Administrator and/or Mayor/Council President is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 3rd day of August, 2010.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

INTERLOCAL AGREEMENT FOR WAYNE COUNTY
AND
WAYNE COUNTY LIBRARY ASSOCIATION

THIS AGREEMENT is made and entered into by and between Wayne County, Nebraska, a political subdivision, by and through its Wayne County Commissioners (hereinafter referred to as "County") and the Wayne County Library Association consisting of the public libraries of the City of Wayne and the Villages of Winside and Carroll, each being Municipal Corporations, by their respective Mayor, Chairpersons, and Trustees, respectively.

WHEREAS, Nebraska Revised Statute Section 13-801 Et.Seq., R.R.S. 1943 (reissued 1977), the "Nebraska Interlocal Cooperation Act" authorizes the parties hereto to unite their efforts and resources to accomplish the intent of this agreement; and

WHEREAS, the Wayne County Library Association, by and through their respective Community Libraries does agree to provide all services and materials to the residents of Wayne County, Nebraska, whom are not residents of the respective Municipal Corporations, under the same terms and conditions as provided to the residents of such Municipal Corporations;

WHEREAS, the Wayne County Library Association's mission is to serve the Communities of Carroll, Wayne and Winside as well as all residents of Wayne County, Nebraska, as a resource for information, entertainment, cultural opportunity, and educational development, thereby enhancing and enriching the lives of the users.

WHEREAS, Nebraska Revised Statute Section 77-3442 R.R.S. 1943 (reissue 1996) provides that \$.05 per \$100.00 of taxable valuation of property subject to the County levy may only be levied to provide financing for the County's share of revenue required under an Agreement executed pursuant to the Interlocal Cooperation Act.

NOW THEREFORE, in consideration of the foregoing recitals and their mutual covenants here and after expressed, the parties agree as follows:

1. Each of the Communities, Carroll, Wayne and Winside by and through their Public Libraries commonly referred to as the Wayne County Library Association shall provide all services and materials currently available through the public libraries, to non-residents of their community so long as such residents are residents of the County, under the same terms and conditions as such services and materials are provided to the residents of their respective Communities.
2. That the County agrees to contribute financially to the Wayne County Library Association and agrees to implement a levy on an annual basis to the Wayne County Library Association, by paying to the respective Libraries of the City of Wayne and the Villages of Carroll and Winside the applicable amount as provided by this Agreement. The Library Board of each

Community shall have the exclusive control of the expenditure of such sums. Such sums so provided shall be a supplement to and not a substitution for amounts provided by each municipality. That a like amount shall be included in the County's budget, reviewable on an annual basis.

3. That this Agreement shall have an effective date of July 1, 2010 and shall continue in full force and effect for a period of ten (10) years.
4. This Agreement shall not be construed as to form an additional Political Subdivision. The parties hereto agree to comply with any and all laws, rules and regulations, whether same be Local, State or Federal, required in the administration and execution of the terms and provisions of this Agreement. FURTHER, that no party will assign any rights granted under this Agreement.
5. This Agreement shall be administered by the Wayne County Clerk, as directed by the respective board of the parties hereto.

IN WITNESS WHEREOF, the parties have executed the Agreement on the dates appearing directly below their signatures.

COUNTY BOARD OF COMMISSIONS

By: _____
Name: _____
Title: _____
Date: _____ day of _____, 2010

VILLAGE OF CARROLL

By: _____
Name: _____
Title: _____
Date: _____ day of _____ 2010

TOWN OF WAYNE

By: _____
Name: _____
Title: _____
Date: _____ day of _____, 2010

VILLAGE OF WINSIDE

By: _____
Name: _____
Title: _____
Date: _____ day of _____ 2010

CONFIRMATION OF FUNDS RECEIVED FROM NENAAA - FY '10

Northeast Nebraska Area Agency on Aging
 119 West Norfolk Avenue
 Norfolk, NE 68701

GRANTEE: **City of Wayne**

Reports for month of:	Date Paid	III-B	III-B Achievement Dollars	III-C(1) ARRA Dollars	III-C(1) Additional Dollars	III-C(1) Incentive Dollars	III-C(2) ARRA Dollars	III-C(2) Additional Dollars	III-C(2) Incentive Dollars	III-E	NSIP	TOTAL
July '09	8/20/09	\$983.50	\$0.00	\$1,814.38	\$0.00	\$0.00	\$811.38	\$0.00	\$0.00 XXX		\$970.14	\$4,736.02
Aug '09	9/17/09	\$873.00	\$0.00	\$0.00	\$0.00	\$0.00	\$656.50	\$0.00	\$0.00 XXX		\$936.51	\$4,258.69
Sep '09	10/15/09	\$1,891.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 XXX		\$825.36	\$5,240.43
Oct '09	11/19/09	\$737.25	\$0.00	\$0.00	\$0.00	\$0.00	\$807.84	\$0.00	\$0.00 XXX		\$2,736.41	\$6,031.14
Nov '09	12/17/09	\$695.63	\$0.00	\$0.00	\$1,800.00	\$0.00	\$667.04	\$0.00	\$0.00 XXX		\$0.00	\$5,669.95
Dec '09	1/21/10	\$745.00	\$0.00	\$0.00	\$0.00	\$0.00	\$725.12	\$0.00	\$0.00 XXX		\$0.00	\$2,813.06
Jan '10	2/18/10	\$411.63	\$0.00	\$0.00	\$0.00	\$0.00	\$587.84	\$0.00	\$0.00 XXX		\$0.00	\$2,148.19
Feb '10	3/18/10	\$775.88	\$0.00	\$0.00	\$0.00	\$0.00	\$696.99	\$0.00	\$0.00 XXX		\$2,876.79	\$5,815.41
Mar '10	4/15/10	\$776.63	\$0.00	\$0.00	\$0.00	\$0.00	\$637.76	\$0.00	\$0.00 XXX		\$729.03	\$4,162.78
Apr '10	5/20/10	\$636.13	\$0.00	\$0.00	\$0.00	\$0.00	\$742.72	\$0.00	\$0.00 XXX		\$896.04	\$3,893.39
May '10	6/17/10	\$456.25	\$0.00	\$0.00	\$0.00	\$0.00	\$631.84	\$0.00	\$0.00 XXX		\$796.29	\$3,390.00
Jun '10	7/15/10	\$429.88	\$611.16	\$0.00	\$0.00	\$4,269.08	\$726.88	\$0.00	\$266.36 XXX		\$721.62	\$8,738.10
June Final	To be paid	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 XXX		\$0.00	\$0.00
TOTALS		\$9,412.03	\$611.16	\$17,214.20	\$1,800.00	\$4,269.08	\$1,467.88	\$1,000.00	\$266.36	\$0.00	\$11,488.19	\$56,897.16

I certify that the above information regarding grant &/or contract payments received from NENAAA agrees with our records, with the exceptions as noted above. (cross off incorrect dates &/or amounts and write in correct date or amount)

[Signature]
 Title

7-24-10
 Date

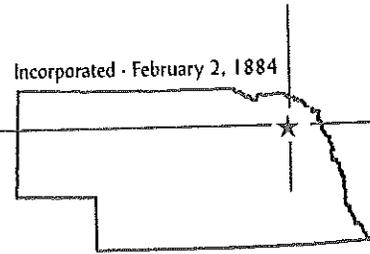
Send this page to:
 Christensen, Brozek & Faltys, PC
 Attn: Melissa Brewer, CPA
 PO Box 1264
 Norfolk, NE 68702-1264

City of Wayne

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

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

Incorporated - February 2, 1884



August 7, 2010

Jack Henderson, Customer Representative
Nebraska Public Power District
132 S. 4th St.
Norfolk, NE 68701

The City of Wayne is considering a proposal from Renaise Energy for a modest wind generation installation in or near Wayne. We are preparing the financing models for this installation with them to provide green energy to the Wayne Industrial Park. We find that the financial model works much better if we can use an available 2.3 MW turbine that is now available on the market. Is the 2 MW limit absolute? If we are restricted to use a name plate 2.0 capacity, there is only one acceptable manufacturer that makes the equipment and we would have to pay a premium.

Can we use a turbine name plate that is between 2 and 3 MW for the Industrial Park project in Wayne.

Also, is NPPD interested in claiming the renewable energy capacity of the project to credit toward the target 10% goal for renewable energy?

At the Wayne Vendor Golf Tournament, Governor Heineman was very supportive of our efforts. The governor is aware of the NPPD renewable energy efforts and mentioned that NPPD might want to credit the project towards its goal.

Thanks for your input and consideration.

Sincerely,

Doug Sturm, Chairman
Wayne City Council
Wayne, Nebraska



COMMUNITY DEVELOPMENT AGENCY

RESOLUTION NO. 2010-2

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

PASSED AND APPROVED this 3rd day of August, 2010.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
WAYNE, NEBRASKA.

By _____
Chairperson

ATTESTED:

Secretary

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____th day of August, 2010, by and between the City of Wayne, Nebraska, acting as the Community Development Agency of the City of Wayne, Nebraska (“**City**”), and Northeast Nebraska Investors, LLC, a Nebraska limited liability company (“**Redeveloper**”).

WITNESSETH:

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

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

NOW, THEREFORE, in consideration of the Redevelopment Area and the mutual covenants and agreements herein set forth, Agency and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

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

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

“**City**” means the City of Wayne, Nebraska.

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

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

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

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

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

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

“Redeveloper” means Northeast Nebraska Investors, LLC, a Nebraska limited liability company.

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

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

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

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

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

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

Section 1.02 Construction and Interpretation.

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

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

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

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

(d) The words ‘will” and “shall” shall each be construed as mandatory,

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Agency.

The Agency makes the following representations and findings:

(a) the Agency is a duly organized and validly existing Community Development Agency under the Act.

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

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

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

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on representations of the Developer:

(i) the Project would not be economically feasible without the use of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Agency and have been found to be in the long-term best interest of the community impacted by the Project.

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

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

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

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any

instrument or agreement.

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

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

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby provides that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2011.

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

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

Section 3.02 Issuance of TIF Indebtedness

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

Section 3.03 Pledge of TIF Revenues.

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

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Agency shall grant the following sums to the following entities, to wit: to the City the sum of \$125,000.00 as payment for installation of streets and related utilities to be installed by the City; and the balance to the Redeveloper for costs of Project acquisition. An amount equal to interest payable on such TIF Indebtedness prior to projected receipt of TIF Revenues may be retained by any underwriter, placement agent, or bank and applied for such purpose or, at the option of any such underwriter, placement agent, or bank, deposited in a reserve fund of Redeveloper to be applied for such purpose.

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

Section 3.05 Creation of Fund.

The Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 and 3.03 above.

Section 3.06 Installation of Infrastructures

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

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Agency a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

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

Section 4.02 Cost Certification.

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

Section 4.03 Redeveloper to Operate Project.

Redeveloper will operate the Project for not less than 15 years from the effective date of the provision specified in Section 3.01 of this Redevelopment Contract. Redeveloper shall be relieved of this obligation should it pay the Liquidated Damages Amount as set forth in Section 6.02.

Section 4.04 City Costs.

Redeveloper shall reimburse the City, on the date of approval of this contract by the City for legal fees and costs then due, and again upon the issuance of TIF Indebtedness, for legal fees and costs incurred by the City in connection with this Redevelopment Contract.

Section 4.05 No Discrimination.

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

Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of One Million Dollars (\$1,000,000) no later than as of January 1, 2011 and Two Million Eight Hundred Thousand Dollars (\$2,800,000) no later than as of January 1, 2012. During the period that any TIF Indebtedness is outstanding, Redeveloper will (1) not protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than Two Million Eight Hundred Thousand Dollars (\$2,800,000) after substantial completion or occupancy; (2) not convey the Redevelopment Area on structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; (3) cause all real estate taxes and assessments levied on the Redevelopment Area and Project to be paid prior to the time such become delinquent during the term that any Bonds are outstanding; and affirmatively protest for an increase in real estate property valuation on the Redevelopment Area in the event that the Redeveloper receives notice that the Wayne County Assessor intends to value the real property in the Redevelopment Area at a value of less than Two Million Eight Hundred Thousand Dollars (\$2,800,000).

Section 4.07 Payment in Lieu of Real Estate Taxes.

Redeveloper agrees to make payments in lieu of taxes, immediately upon receipt of notice from City, if for any reason at any time TIF Revenues received by the Agency are not sufficient to pay principal and interest on the TIF Indebtedness when due. This payment in lieu of tax obligation may be represented by a note or other evidence of indebtedness. Such TIF Revenues shall be deemed not sufficient and the Agency shall not be required to send notice if such revenues are less than \$20,000 for the 2011 taxes and are less than \$58,500 for each years real property taxes for the years 2012 through and including 2024. (It is the intent of this provision that the taxes becoming delinquent in 2012 through and including 2025 be deemed those for which this provision is effective.) The obligation to make the payments set forth in this paragraph may be established by a promissory note and secured by a deed of trust on the real

estate owned or to be owned by the Redeveloper in the Project.

Section 4.08 No Assignment or Conveyance.

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

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

(b) any conveyance to any person or entity which owns more than 50% of the voting equity interests of Redeveloper (if Redeveloper is a corporation, partnership, limited liability company or other entity) or with respect to which Redeveloper owns more than 50% of the voting equity interests, provided that any such successor owner of the Project agrees to assume all obligations of the Redeveloper and be bound by all terms and conditions of this Redevelopment Contract;

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

Section 5.02 Encumbrances.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Redeveloper.

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

Section 6.02 Additional Remedies of Agency

In the event that:

(a) The Redeveloper, on successor in interest, fails to commence construction of the Project (which, for purposes of this paragraph shall mean expenditure (or binding commitments to incur expenditures) of an amount equal to at least thirty percent (30%) of the total projected cost of the Project) by January 1, 2011;

(b) The Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2012, or shall abandon construction work for any period of 90 days,

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

(d) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Agency, then the Redeveloper shall be in default of this

Redevelopment Contract.

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

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

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first

notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

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

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

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

ATTEST:

CITY OF WAYNE, NEBRASKA

City Clerk

By: _____
Council President

NORTHEAST NEBRASKA INVESTORS, LLC

By: _____
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of August, 2010, by Douglas A. Sturm and Betty A. McGuire, Council President and City Clerk, respectively, of the City of Wayne, Nebraska, on behalf of the City.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of August, 2010,
by _____, Manager of Northeast Nebraska Investors, L.L.C., on
behalf of the limited liability company.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 1, Benscoter Addition Planned Unit Development to the city of Wayne, Wayne County, Nebraska.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

A 46 room motel including parking lots dedicated to public use, and all equipment and supplies necessary for the operation thereof.

EXHIBIT C

TIF INDEBTEDNESS

1. Principal Amount: Series A: The maximum amount, which, together with Interest accruing thereon, can be fully amortized by December 31, 2025, solely from projected TIF Revenues based on the current aggregate ad valorem tax rate (together with the City's ad valorem tax rate) applicable to the Redevelopment Area times an assumed project valuation of \$2,800,000.
2. Payments: Semi-annually or more frequent, with interest only until 2011, in substantially equal amounts sufficient to fully pay the TIF Indebtedness in full on or before December 31, 2025.
3. Interest Rate: To be determined by Redeveloper.
4. Maturity Date: On or before December 31, 2025.

EXHIBIT D

PROJECT COSTS

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

1. Redevelopment Area Acquisition cost
2. Site work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Construction of roadways
5. Public parking lots and lighting

EXHIBIT E

DESCRIPTION OF PROJECT AND AMENDED REDEVELOPERS REDEVELOPMENT PLAN FOR NORTHEAST NEBRASKA INVESTORS, LLC, PROJECT

OVERVIEW:

This redevelopment plan amendment is intended to redevelop an area within the City of Wayne, which has been declared blighted and substandard within the meaning of the Community Development Law of the State of Nebraska. This amendment revises the redevelopment plan approved by the City Council on August 4, 2009, as a result of downsizing the proposed motel structure.

The Redeveloper will acquire and rehabilitate the real estate shown on Exhibit A by constructing a 46 unit motel on the real estate. Additionally, the Redevelopers shall install a paved parking lot of at least 50 parking spaces and make the same available for parking of the general public during the term that the TIF Indebtedness remains outstanding.

The Redeveloper will not develop the project in the redevelopment area or elsewhere without the benefit of tax increment financing. The costs of the project are simply too great to be absorbed by the Redeveloper without the assistance of tax increment financing. All financing for the project is entirely contingent on the grant set forth in the redevelopment contract to which this exhibit is attached. The Redeveloper proposes that the Community Development Agency issue Bonds to be repaid from the incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date of January 1, 2011. The Redeveloper will use the proceeds of the Bonds to assist in the construction and acquisition of the Project in accordance with the Act.

THE REDEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates a change in current land use. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the area affected by this plan.

2. Relationship of Plan to Local objectives for improved traffic flow and public utilities in plan area: This plan contemplates creation and paving of access roads. There will be a burden on traffic flow as employees and customers will access the facility from adjacent streets. However, current traffic signals are sufficient to handle the increased traffic. The Agency shall pay the City of Wayne the sum of \$125,000 for paving Tomar Drive and installation of water and sewer lines to the Redevelopment Area boundary.

3. Relationship of Plan to Local objectives for community facilities: This plan neither provides nor requires any additional community facilities. However, it will provide an attractive expanded and badly needed motel facility in the community. Additionally, the community will benefit from the public parking provided by the development.
4. Redevelopment project boundaries: Exhibit E-1 to the Redevelopment Contract shows the boundaries of the project. The property is unimproved.
5. Proposed land use plan: Exhibit E-1 shows the proposed land use plan after redevelopment as a motel.
6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain unchanged for the area. An approximately 25,200 [12,600 footprint] square foot building will be added to the real estate as part of the Redevelopment Plan.
7. Statement regarding change in street layouts: This Plan proposes a change in street layout. As shown on Exhibit E-1. Redeveloper shall construct the facility in such a manner so as to prevent rain water from ponding on the adjacent properties.
8. Site plan after redevelopment: Exhibit E-1 is an accurate site plan of the redevelopment project after redevelopment.
9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: Additional public utilities are required to support the proposed change. These extensions will be paid from the proceeds of the TIF Indebtedness and will be installed by the City.
10. Public cost/benefit analysis: This plan requires that the Redevelopers will construct and own a motel facility. No public funds, other than the tax increment financing benefit, will be used on the structure. The Redeveloper will provide all financing for the project. The Redeveloper will obtain funds for the purchase of the Bonds issued by the Agency, or purchase such bonds outright. Such bonds shall not be backed by the City or the Agency, and will only be repaid from the increased ad valorem tax stream created by the project rehabilitation, over a 15 year period commencing January 1, 2011. After the 15-year TIF period, the increased taxes will be paid to the normal taxing authorities.

Tax benefit: Currently the real estate is unimproved.

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

11. Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project area specified in the plan, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2011.

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

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

E-1

Site Plan with Street and Utility Extensions

RESOLUTION NO. 2010-54

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

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

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

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

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

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

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

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

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

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

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

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

4. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property described herein, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2011 as to the following described real estate, to wit:

Lot 1, Benscoter Addition Planned Unit Development to
the City of Wayne, Wayne County, Nebraska.

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

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

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

PASSED AND APPROVED this 3rd day of August, 2010.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

[Back to Top](#)

RESOLUTION NO. 2010-55

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM AS AMENDED TO ADD TOMAR DRIVE, JAXON STREET AND 4TH STREET.

BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the One and Six Year Street Improvement Program, as prepared by the Certified Street Superintendent and City Administrator of the City of Wayne, Nebraska, and attached hereto be approved and adopted as amended to add Tomar Drive, Jaxon Street and 4th Street.

PASSED AND APPROVED this 3rd day of August, 2010.

CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk

Board of Public Roads Classifications and Standards

Form 10 Notification of Revision of One-Year Plan

County:	City: Wayne	Village:				
Reason for Revision: Developer has sold a commercial lot and now wishes to begin construction of streets in the subdivision this fall.						
Location Description: Tomar Drive, Jaxon Street, and E. 4 th Street						
Existing Surface Type and Structures: <i>(Such as dirt, gravel, asphalt, concrete, culvert, or bridge)</i> Dirt						
Average Daily Traffic: 2010 = 50, 2030 = 1,000		Classification Type: <i>(As shown on Functional Classification Map)</i> Local				
PROPOSED IMPROVEMENT						
Design Standard Number: Municipal	Surfacing	Thickness: 7" Width: 32'				
<input checked="" type="checkbox"/> Grading	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Right of Way				
<input type="checkbox"/> Aggregate	<input checked="" type="checkbox"/> Curb & Gutter	<input checked="" type="checkbox"/> Utility Adjustments				
<input type="checkbox"/> Armor Coat	<input checked="" type="checkbox"/> Drainage Structures	<input type="checkbox"/> Fencing				
<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Erosion Control	<input checked="" type="checkbox"/> Sidewalks				
<input type="checkbox"/> Lighting		<input type="checkbox"/>				
<input type="checkbox"/>		<input type="checkbox"/>				
<input type="checkbox"/>		<input type="checkbox"/>				
Bridge to Remain in Place	Roadway Width:	Length: Type:				
New Bridge	Roadway Width:	Length: Type:				
Box Culvert	Span: Rise:	Length: Type:				
Culvert	Diameter:	Length: Type:				
Bridges and Culverts Sized	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Hydraulic Analysis Pending					
Other Construction Features: This is a new subdivision.						
ESTIMATED COST <i>(in Thousands)</i> ★ OPTIONAL	★ COUNTY	★ CITY	★ STATE	★ FEDERAL	★ OTHER	TOTAL
						\$520
Project Length: <i>(Nearest Tenth, State Unit of Measure)</i> 0.3 Miles				Project No. M - 617 (101)		
Signature:		Title: Street Superintendent S-1155		Date: August 5,2010		

Benscoter Development Paving Estimate

Date 7/29/2010

Item	Unit	Quantity	Unit Price	Estimated Price
Paving	SY	11839	\$33.00	\$390,687.00
Sidewalk	SY	3196	\$40.00	\$127,840.00
			Total	\$518,527.00

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

Date: July 23, 2010
To: Mayor Shelton
Wayne City Council
From: Wayne Planning Commission
Sharon Braun, Planning Commission Chair
Re: Recommendations from July 12, 2010 Meeting

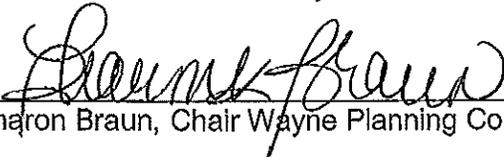
At their meeting on July 23, 2010 the Wayne Planning Commission held two duly advertised public hearings.

First Public Hearing: Amending Section 90-205 Exception; Section 90-235 Exceptions; Section 90-265 Exceptions; Section 90-294 Permitted Conditional Uses; Section 90-315 Special Exception Uses

The Planning Commission took evidence and testimony from the public at the hearing and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Sorensen and seconded by Commissioner Brogie to forward a recommendation of approval to the City Council amending the following Sections 90-205, 90-235, 90-265 all Exceptions in the R-1, R-2, and R-3 districts respectively, and Section 90-294 Permitted Conditional Uses in the R-4 district, and Section 90-315 Special Exception Uses in the R-5 district of the Municipal Code, by adding the following language to each Section, "accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or seven percent of the total lot area", with the findings of fact being Planning Commission's recommendation, as discussed at the June 7, 2010 meeting. Chair Braun stated the motion and second. Roll call was taken with the following: Commissioner Brogie – aye; Commissioner Piper – aye; Commissioner Sweetland – aye; Commissioner Sorensen – aye; and Chair Braun – aye. Chair Braun declared the motion carried unanimously.

Second Public Hearing: Preliminary & Final Plat for Karel Acres Second Subdivision

The Planning Commission took evidence and testimony from the public at the hearing and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Brogie to approve and forward a recommendation of approval to the City Council for the Karel Acres Second Subdivision, with the findings of fact being staff's recommendation and that this may be done administratively in the future. Chair Braun stated the motion and second. Roll call vote was taken with the following: Commissioner Sorensen – aye; Commissioner Sweetland – aye; Commissioner Piper – aye; Commissioner Brogie – aye; and Chair Braun – aye. Chair Braun declared the motion carried unanimously.



Sharon Braun, Chair Wayne Planning Commission

ORDINANCE NO. 2010-16

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE V, BY AMENDING SECTIONS 90-424 EXCEPTIONS IN THE B-3 NEIGHBORHOOD COMMERCIAL DISTRICT AND SECTION 90-425 CONDITIONS AND CONDITIONS FOR GRANTING EXCEPTIONS IN THE B-3 NEIGHBORHOOD COMMERCIAL DISTRICT.

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

Section 1. The Planning Commission held a public hearing on August 2, 2010, and recommended amending Section 90-424 Exceptions in the B-3 Neighborhood Commercial District and Section 90-425 Conditions and Conditions for Granting Exceptions in the B-3 Neighborhood Commercial District of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article V, of the Wayne Municipal Code is hereby amended as follows:

Section 90-424 Exceptions (B-3 Neighborhood Commercial District):

(17) Vehicle Towing Service

Section 90-425 Special Conditions and Conditions for Granting Exceptions (B-3 Neighborhood Commercial District):

(7) Storage of towed vehicles:

- a) Vehicles shall only be stored on-site, pending settlement or legal disposition of vehicles by insurance carrier and / or owner
- b) All towed and stored vehicles shall be stored behind the front building line;
- c) No demolition of towed or stored vehicles shall be allowed;
- d) All stored vehicles shall be owned by persons other than the towing service owner/operator and or land owner.
- e) All vehicles shall be stored behind a solid barrier fence of sufficient height to disallow visibility. Height of fence to be set by Planning Commission at the public hearing.
- f) Use by Exception shall only be effective upon compliance to all conditions as set forth by City Council and verified by the Zoning Administrator.

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 _____, 2010.

THE CITY OF WAYNE, NEBRASKA

By _____

ATTEST:

City Clerk

RESOLUTION NO. 2010-56

A RESOLUTION APPROVING REPLAT OF THE BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 1, A REPLAT OF LOTS 3 AND 4 AND PLAT OF DEDICATED JAXON STREET.

WHEREAS, the Planning Commission, upon review of the Replat of the Benscoter Addition Planned Unit Development Replat 1, a Replat of Lots 3 and 4 and Plat of Dedicated Jaxon Street, on August 3, 2010, recommended approval thereof subject to the following "Findings of Fact":

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Replat of the Benscoter Addition Planned Unit Development Replat 1, a Replat of Lots 3 and 4 and Plat of Dedicated Jaxon Street, be approved subject to the recommendations of the Planning Commission.

PASSED AND APPROVED this 3rd day of August, 2010.

CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk

ORDINANCE NO. 2010-17

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IV, BY AMENDING SECTIONS 90-205, 90-235, 90-265, 90-294 and 90-315 REGARDING EXCEPTIONS - ACCESSORY USES.

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

Section 1. The Planning Commission held a public hearing on July 12, 2010, and recommended amending Sections 90-205, 90-235, 90-265, 90-294 and 90-315 regarding Exceptions – Accessory Uses of the Wayne Municipal Code, with the “Finding of Fact” being that it is the Planning Commission’s recommendation as discussed as their June 7, 2010, meeting.

Section 2. That Chapter 90, Article IV, of the Wayne Municipal Code is hereby amended as follows:

Section 90-205 Exceptions (R-1 District):

(12) Accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or seven percent of the total lot area

Section 90-235 Exceptions (R-2 District):

(8) Accessory structures exceeding 3,000 square feet but not to exceed 4,000 square feet or seven percent of the total lot area

Section 90-265 Exceptions (R-3 District):

(10) Accessory structures exceeding 3,000 square feet but not to exceed 4,000 square feet or seven percent of the total lot area

Section 90-294 Permitted Conditional Uses (R-4 District):

(b) Exceptions, in accordance with Article XI of this chapter, are:

- 1. Child care centers**
- 2. Accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or seven percent of the total lot area.**

Section 90-315 Special Exception Uses (R-5 District):

(7) Accessory structures exceeding 3,000 square feet, but not to exceed 4,000 square feet or seven percent of the total lot area

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 _____, 2010.

THE CITY OF WAYNE, NEBRASKA

By _____

ATTEST:

City Clerk

RESOLUTION NO. 2010-57

A RESOLUTION APPROVING PRELIMINARY AND FINAL PLATS OF KAREL ACRES 2ND SUBDIVISION.

WHEREAS, the Planning Commission, upon review of the Preliminary and Final Plats of Karel Acres 2nd Subdivision, legally described as:

A tract of land located in the Northeast ¼ of the South ½ of the Northeast ¼ of Section 24, T 26 N, R 3 E of the 6th P.M., Wayne County, Nebraska more particularly described as follows:

Commencing at the Southeast corner of the South ½ of the Northeast ¼ of Section 24, T 26 N, R 3 E of the 6th P.M., Wayne County, Nebraska; thence N 00°00'00" E on an assumed bearing on the East line of said Northeast ¼, 1320.13 feet to the Northeast corner of the South ½ of said Northeast ¼; thence S 89°59'57" W on the North line of said South ½, 52.90 feet to a point on the West Right-of-Way line of State Highway #15; thence S 89°59'57" W on said North line, 412.35 feet to the point of beginning; thence S 89°59'57" W on said North line 37.65 feet; thence S 00°00'00" W and parallel to said East line 344.84 feet; thence S 90°00'00" E and perpendicular to said East line, 432.61 feet to a point on the said West Right-of-Way line; thence N 00°10'57" E on said West Right-of-Way line, 13.00 feet; thence N 90°00'00" W and perpendicular to said East line, 190.00 feet; thence N 00°00'00" E and parallel to said East line, 95.00 feet; thence N 90°00'00" W and perpendicular to said East line, 205.00 feet; thence N 00°00'00" E and parallel to said East line, 236.84 feet to the point of beginning, containing 0.86 acres, more or less,

on July 12, 2010, recommended approval thereof, based upon the following "Findings of Fact":

1. Staff's recommendation; and
2. That this may be done administratively in the future.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Preliminary and Final Plats of Karel Acres 2nd Subdivision be approved subject to the recommendations of the Planning Commission and the foregoing "Findings of Fact."

PASSED AND APPROVED this 3rd day of August, 2010.

THE CITY OF WAYNE, NEBRASKA

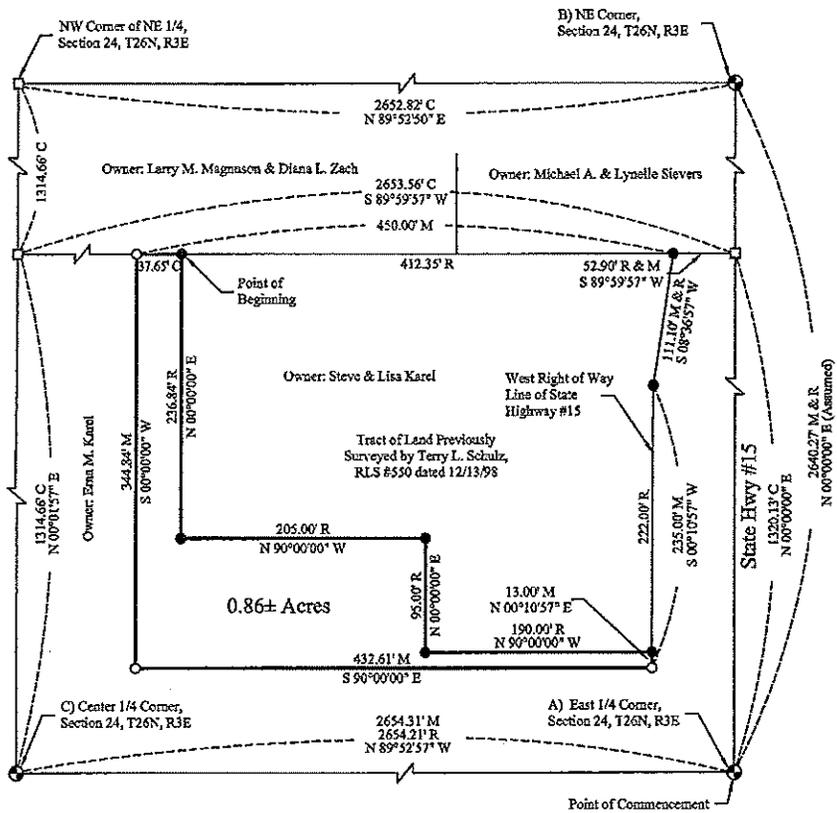
By _____
Council President

ATTEST:

City Clerk

KAREL ACRES SECOND SUBDIVISION

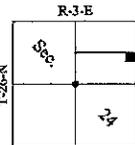
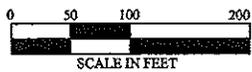
OF PART OF THE NE 1/4 OF THE SOUTH 1/2 OF THE NE 1/4 OF SECTION 24, T 26 N, R 3 E
OF THE 6TH P.M., TO THE COUNTY OF WAYNE, NEBRASKA



Drawn By: SBW
Date: June 14, 2010
Scale: 1" = 100'

LEGEND

- Section Corner Found
- Found Property Corner
- Property Corner Set (5/8" x 24" L.B. w/Cap)
- Calculated Point
- M Measured Distance
- R Recorded Distance
- C Calculated Distance



This survey was prepared at the request of Steve Karel, Wayne County, Nebraska.

FIELD NOTES:

A) East 1/4 Corner: Found 1" Survey Marker at surface of Hwy #15.
50.74' East to nearest face of concrete Right of Way marker.
13.45' West to centerline of Hwy #15.
73.29' SW to Nail and Disc in fence post.
73.40' West to 5/8" L.B.

B) NE Corner: Found aluminum cap at surface of (asphalt) Hwy # 15.
43.93' NE to Nail and Disc in top guard rail post.
87.62' SE to Nail and Disc in power pole.
25.32' SW to Nail and Disc in top guard rail post.
28.89' NW to Nail and Disc in top guard rail post.

C) Center of Section: Found 3/4" Iron Pipe as recorded.
32.00' East to nearest face 4" Post.
05.00' WSW to Nail and Disc in corner fence post.
07.72' NW to Nail and Disc in brace post.
39.90' NNW to Nail and Disc in fence post.

LEGAL DESCRIPTION:

A tract of land located in the Northeast 1/4 of the South 1/2 of the Northeast 1/4 of Section 24, T 26 N, R 3 E of the 6th P.M., Wayne County, Nebraska more particularly described as follows:

Commencing at the Southeast corner of the South 1/2 of the Northeast 1/4 of Section 24, T 26 N, R 3 E of the 6th P.M., Wayne County, Nebraska; thence N 00°00'00" E on an assumed bearing on the East line of said Northeast 1/4, 1320.13 feet to the Northeast corner of the South 1/2 of said Northeast 1/4; thence S 89°59'57" W on the North line of said South 1/2, 52.90 feet to a point on the West Right-of-Way line of State Highway #15; thence S 89°59'57" W on said North line, 412.35 feet to the point of beginning; thence S 89°59'57" W on said North line, 37.65 feet; thence S 00°00'00" W and parallel to said East line, 344.84 feet; thence S 90°00'00" E and perpendicular to said East line, 432.61 feet to a point on the said West Right-of-Way line; thence N 00°10'57" E on said West Right-of-Way line, 13.00 feet; thence N 90°00'00" W and perpendicular to said East line, 150.00 feet; thence N 00°00'00" E and parallel to said East line, 95.00 feet; thence N 90°00'00" W and perpendicular to said East line 205.00 feet; thence N 00°00'00" E and parallel to said East line, 236.84 feet to the point of beginning, containing 0.86 acres, more or less.

DEDICATION

KNOWN ALL MEN BY THESE PRESENT THAT: We, Steve Karel & Lisa Karel, husband & wife, being the buyers of the land described hereon, and Erna M. Karel, being the seller, have caused this part of the NE 1/4 of the South 1/2 of the NE 1/4 of Section 24, T 26 N, R 3 E of the 6th p.m., to be surveyed, platted and designated as KAREL ACRES SECOND SUBDIVISION, to the County of Wayne, Nebraska, as shown on the accompanying plat thereof, and that the foregoing subdivision is made with free consent and in accordance with the desire of the undersigned buyers, sellers and proprietors.

CITY COUNCIL

STATE OF NEBRASKA) as
COUNTY OF WAYNE)
The above plat approved by the City of Wayne, Nebraska, by resolution No.# _____ duly passed by the City Council on the _____ day of _____, 2010.

Attest: _____
City Clerk Mayor, City of Wayne

PLANNING COMMISSION

STATE OF NEBRASKA) as
COUNTY OF WAYNE)
This plat of KAREL ACRES SECOND SUBDIVISION approved by the Planning Commission, City of Wayne, Nebraska, on this _____ day of _____, 2010.

Attest: _____
Secretary Chairman

ABSTRACTER

I, _____, a Registered Land Abstracter, hereby state that on the _____ day of _____, 2010,

_____ appeared as title holder(s) of record of the land described in the surveyors certificate.

Registered Land Abstracter

Steve Karel _____ Lisa Karel _____
Erna M. Karel _____

NOTARY

STATE OF NEBRASKA) ss
COUNTY OF WAYNE)
Before me, a Notary Public, qualified for said county, personally came, Steve Karel & Lisa Karel, husband & wife, and Erna M. Karel, known to be the identical persons who signed the foregoing Dedication and acknowledge this execution thereof to be their voluntary act and deed.
Witness by my hand and notarial seal.
This _____ day of _____, 2010.

Notary Public

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on June 11, 2010; also that all dimensions are in feet and are correct to the best of my knowledge and belief.



Terry L. Schulz
Terry L. Schulz, State of Nebraska, R.L.S. #550



RESOLUTION NO. 2010-58

A RESOLUTION APPROVING AMENDMENT TO CONTRACT FOR ENGINEERING SERVICES WITH OLSSON ASSOCIATES ON THE KARDELL INDUSTRIAL PARK LIFT STATION AND FORCE MAIN.

WHEREAS, to complete the sewer line between the City's existing sewer main along Centennial Road and the new sewer main installed along Industrial Park Road past Pacific Coast, it is necessary to amend the original contract with Olsson Associates for the reason that this would be outside the scope thereof; and

WHEREAS, a proposal has been requested and received from Olsson Associates; and

WHEREAS, staff recommendation is to accept said proposal of Olsson Associates at a cost of \$6,300.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Amendment to the Contract for Engineering Services between the City of Wayne and Olsson Associates be accepted as recommended, and the City Administrator and/or Council President is authorized and directed to execute said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 3rd day of August, 2010.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

AMENDMENT TO CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made as of the 9th day of July 2010, by and between the City of Wayne, Nebraska, hereinafter called the OWNER, and Olsson Associates, Consulting Engineers, hereinafter called the ENGINEER, WITNESSETH, That whereas the OWNER intends to continue the services that are provided under the agreement between the City of Wayne and Olsson Associates dated June 19, 2007, said agreement is hereby adjusted as follows:

Lift Station and Force Main:

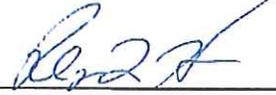
Task 1: Additional design meetings and correspondence. Design services for completion of Kardell lift station and force main connection to City sewer system. Provide assistance to the City for establishing sewer connection fees.

Fee: \$6,300.00

CITY OF WAYNE

OLSSON ASSOCIATES

By _____

By  _____

Lois Shelton, Mayor

Rodney L. Hanson

RESOLUTION 2010-59

A RESOLUTION AMENDING THE ENERGY INCENTIVE PROGRAM OF THE CITY OF WAYNE TO ESTABLISH AND FUND THE ENERGY SAVER PROGRAM AND PROVIDE FOR COST-SHARING USING A SET ASIDE OF CITY OF WAYNE ENERGY SAVING INCENTIVE FUNDS.

WHEREAS, at their meeting of March 16, 2010, the City of Wayne amended the “City of Wayne Energy Incentive Program”; and

WHEREAS, it is the desire of the City Council to again amend said “City of Wayne Energy Incentive Program.”

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Wayne, Nebraska, hereby amend the “City of Wayne Energy Incentive Program” as follows:

1. In addition to the existing City of Wayne heat incentive program for heat pumps and permanently installed resistance electric heating equipment, the Energy Saver Program will allocate on a first come, first serve basis the set aside of City of Wayne heat incentive funds to City residential, commercial, and industrial utility customers at a 30% cost-share rate, with a maximum of \$500 per heat pump with a 15 SEER rating or equal to the latest U.S. Department of Energy SEER requirement for federal tax incentives and in the absence of a heat pump installation, a maximum of \$500 per property per year for the installation of the following energy saving practices: permanently installed radiant electric heat, attic insulation, non-power and powered attic ventilation, exterior wall insulation, electric heat pumps, ~~electric entrance boxes~~, and thermal windows.
2. The City will receive applications for cost-share from utility customers and must approve funding before any equipment is purchased or any work begins.
3. The City will reimburse qualified applicants for the approved activities after the installation is inspected and approved by the City and a copy of the invoice for the approved work has been submitted.
4. The City will advertise and administer the Energy Incentive Program and Energy Saver Cost-Share Program.
5. **The City will reimburse qualified applicants the sum of \$100 for undertaking an energy audit of their home or business by a certified energy auditor.**
6. **The City will provide an incentive of \$10.19 per installed kw to all commercial customers that design their facilities towards electric usage.**

BE IT FURTHER RESOLVED, that the “City of Wayne Energy Incentive Program” which includes the “City of Wayne Energy Saver Program” shall approve and fund energy reduction projects for City owned property that will improve the energy efficiency of all City owned buildings, property, operations and services. Only those energy reduction projects will be approved that meet the criteria of the following payback formula:

$$\frac{\text{The \$\$\$ cost of the energy reduction project}}{\text{_____}} = 10 \text{ years or less.}$$

The \$\$\$ annual expected energy savings _____

(based on projected utility rate 60 months into the future)

Once approved by the Council, the cash flow to pay for each energy saving project will be extended from the Electric Utility Fund. The cost of all energy saving projects must be paid back to the Fund from the savings in the following ten-year period.

PASSED AND APPROVED this 3rd day of July, 2010.

THE CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk

RESOLUTION NO. 2010-61

A RESOLUTION ADOPTING TITLE VI – CIVIL RIGHTS REGULATIONS AND DESIGNATING THE STREET SUPERINTENDENT RESPONSIBLE FOR THE MANAGEMENT OF THE TITLE IX – CIVIL RIGHTS PROCESS.

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Wayne City Council does hereby adopt and bind itself to comply with all applicable federal law, including the rules and regulations of the Federal Highway Administration, all applicable state law and rules and regulations (Nebraska Administrative Code) and the requirements of the LPA Guidelines Manual of the Nebraska Department of Roads and the Title VI – Civil Rights of the City of Wayne.

BE IT FURTHER RESOLVED that the City of Wayne City Council does hereby designate the following as responsible for the management of the Title VI – Civil Rights process: Street Superintendent.

PASSED AND APPROVED this 3rd day of August, 2010.

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

ATTEST:

City Clerk



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 4

Date of Issuance: August 3, 2010

Project No. 007-1652

Project: Muhs Acres Water Main Extension Wayne, Nebraska - 2009

Contractor: Robert Woehler & Sons Construction, Inc., 123 Fairgrounds Ave., Wayne, NE 68787

DETAILED ESTIMATE

Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Robert Woehler & Sons Construction, Inc.

Value of Work Stored & Completed: \$102,903.97

Original Contract Cost:	<u>\$128,442.00</u>
Approved Change Orders:	
No.	<u>\$0.00</u>
Total Contract Cost:	<u>\$128,442.00</u>

Value of completed work and materials stored	<u>\$102,903.97</u>
Less retained percentage (10%)	<u>\$10,290.39</u>
Net amount due including this estimate	<u>\$92,613.58</u>

Less: Estimates previously approved:

No. 1	<u>\$38,526.37</u>	No. 6	<u>\$0.00</u>
No. 2	<u>\$20,944.95</u>	No. 7	<u>\$0.00</u>
No. 3	<u>\$18,173.71</u>	No. 8	<u>\$0.00</u>
No. 4	<u>\$0.00</u>	No. 9	<u>\$0.00</u>
No. 5	<u>\$0.00</u>	No.10	<u>\$0.00</u>

Total Previous Estimates: \$77,645.03

NET AMOUNT DUE THIS ESTIMATE: \$14,968.55

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

cc: Project File

OLSSON ASSOCIATES

By  _____

Muhs Acres Water Main Extension
Wayne, Nebraska
007-1652

Robert Woehler & Sons Construction, Inc.

PAY ESTIMATE NO. 4
7-28-10

No.	Description	Unit	Plan Quantity	Unit Price \$	Contract Price \$	Total Amount Stored	Quantities Completed	Total Amount Stored + Completed	90% Due Contractor	10% Retainage	Amt. Paid Prev. Est.	Total Due This Est.
Bid Section "A"												
1	Mobilization	LS	1	\$4,000.00	\$4,000.00			\$4,000.00	\$3,600.00	\$400.00	\$3,600.00	\$0.00
2	Traffic Control & Temporary Access	LS	1	\$1,000.00	\$1,000.00			\$1,000.00	\$900.00	\$100.00	\$900.00	\$0.00
3	12" PVC Water Main-C909	LF	1075	\$18.00	\$19,350.00			\$19,350.00	\$17,415.00	\$1,935.00	\$17,415.00	\$0.00
4	18" PVC Water Main-C909	LF	1275	\$12.50	\$15,937.50	\$328.00		\$14,390.50	\$12,951.45	\$1,439.05	\$5,290.20	\$7,661.25
5	12" M.J. Gate Valve w/ Box	EA	1	\$2,000.00	\$2,000.00			\$2,000.00	\$1,800.00	\$200.00	\$1,800.00	\$0.00
6	18" M.J. Gate Valve w/ Box	EA	2	\$1,200.00	\$2,400.00	\$0.00		\$2,400.00	\$2,160.00	\$240.00	\$1,790.68	\$369.32
7	Ductile Iron Fittings	LB	1723	\$2.50	\$4,307.50	\$24.84		\$4,274.84	\$3,847.36	\$427.48	\$3,591.76	\$255.60
8	Fire Hydrant Assembly	EA	5	\$2,750.00	\$13,750.00	\$0.00		\$13,750.00	\$12,375.00	\$1,375.00	\$11,074.63	\$1,300.37
9	Blow Off Hydrant Assembly	EA	1	\$1,500.00	\$1,500.00	\$211.59		\$211.59	\$190.43	\$21.16	\$190.43	\$0.00
10	1" Water Service Connection	EA	21	\$400.00	\$8,400.00	\$4,992.96		\$4,992.96	\$4,493.66	\$499.30	\$4,493.66	\$0.00
11	1" Water Service Tubing, P.E. Pipe	LF	904	\$8.00	\$7,232.00	\$334.48		\$334.48	\$301.03	\$33.45	\$301.03	\$0.00
12	Remove & Replace 6" Concrete Driveway	SY	149	\$40.00	\$5,960.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	Crushed Rock Surfacing	TON	27	\$30.00	\$810.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	Gravel Surfacing	TON	239	\$15.00	\$3,585.00			\$1,470.00	\$1,323.00	\$147.00	\$0.00	\$1,323.00
15	Remove & Replace 8" Corrugated HDPE Culvert	LF	28	\$20.00	\$560.00	\$121.60		\$121.60	\$109.44	\$12.16	\$109.44	\$0.00
16	Erosion Control	LS	1	\$1,000.00	\$1,000.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Type 'B' Seeding (Residential)	AC	0.4	\$2,000.00	\$800.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Type 'B' Seeding (Rural)	AC	0.1	\$500.00	\$50.00			\$50.00	\$45.00	\$5.00	\$0.00	\$45.00
Total Base Bid Section "A" (Items 1-18)						\$5,013.47		\$68,345.97	\$61,511.37	\$6,834.60	\$50,556.83	\$10,954.55
Bid Section "B"												
1	Mobilization	LS	1	\$2,000.00	\$2,000.00			\$2,000.00	\$1,800.00	\$200.00	\$1,800.00	\$0.00
2	Traffic Control & Temporary Access	LS	1	\$1,000.00	\$1,000.00			\$1,000.00	\$900.00	\$100.00	\$900.00	\$0.00
3	12" PVC Water Main-C909	LF	1300	\$18.00	\$23,400.00			\$23,400.00	\$21,060.00	\$2,340.00	\$21,060.00	\$0.00
4	12" Gate Valve	EA	1	\$2,000.00	\$2,000.00			\$2,000.00	\$1,800.00	\$200.00	\$1,800.00	\$0.00
5	Ductile Iron Fittings	LB	528	\$2.50	\$1,320.00	\$128.00		\$1,198.00	\$1,078.20	\$119.80	\$1,078.20	\$0.00
6	Wet Cut-In	EA	2	\$500.00	\$1,000.00			\$500.00	\$450.00	\$50.00	\$450.00	\$0.00
7	Crushed Rock Surfacing	TON	30	\$30.00	\$900.00			\$780.00	\$702.00	\$78.00	\$0.00	\$702.00
8	Gravel Surfacing	TON	152	\$15.00	\$2,280.00			\$2,280.00	\$2,052.00	\$228.00	\$0.00	\$2,052.00
9	Erosion Control	LS	1	\$1,000.00	\$1,000.00			\$1,000.00	\$900.00	\$100.00	\$0.00	\$900.00
10	Type 'B' Seeding (Rural)	AC	0.2	\$2,000.00	\$400.00			\$400.00	\$360.00	\$40.00	\$0.00	\$360.00
11	Abandon Meter Pit	EA	1	\$500.00	\$500.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Base Bid Section "B" (Items 1-11)						\$128.00		\$34,558.00	\$31,102.20	\$3,455.80	\$27,088.20	\$4,014.00
Total Base Bid Section "A" & "B"						\$5,141.47		\$102,903.97	\$92,613.57	\$10,290.40	\$77,645.03	\$14,968.55

WAYNE MUNICIPAL AIRPORT AUTHORITY
April 12, 2010
7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport's Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: David Ley, David Zach, Carl Rump, Rod Tompkins and Mitchell Nissen. Also, attending the meeting was Nancy Braden and Clay Bode.

Rump moved and Zach 2nd to accept the minutes of March 18, 2010. Roll was called with the following results: Yeas: Nissen, Zach, Rump, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Zach moved and Rump 2nd that we approve the claims of April 12, 2010. Roll was called with the following results: Yeas: Nissen, Zach, Rump, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Rump 2nd that we approve the signing of Amendment No. 2 of agreement for consulting services with Olsson Associates setting the total charges not-to-exceed \$455,900.00 and estimate of construction testing services at \$52,237.00. Roll was called with the following results: Yeas: Nissen, Zach, Rump, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Tompkins 2nd that we approve expenditure of up to \$5,000.00 on surfacing the access road to the airport to improve the gravel accumulation causing plane damage while using taxiways and runways of the airport. Roll was called with the following results: Yeas: Nissen, Zach, Rump, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal action was needed.

There being no further business Ley moved and Zach 2nd that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley

Secretary

WAYNE MUNICIPAL AIRPORT AUTHORITY

May 10, 2010

7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport's Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: David Ley, David Zach, Carl Rump, Rod Tompkins and Mitchell Nissen. Also, attending the meeting was Nancy Braden and Clay Bode.

Rump moved and Zach 2nd to accept the minutes of April 12, 2010. Roll was called with the following results: Yeas: Nissen, Zach, Rump, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Zach moved and Rump 2nd that we approve the claims of May 10, 2010. Roll was called with the following results: Yeas: Nissen, Zach, Rump, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal action was needed.

There being no further business Rump moved and Tompkins 2nd that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley
Secretary

WAYNE MUNICIPAL AIRPORT AUTHORITY

June 14, 2010

7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport's Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: David Ley, David Zach, Rod Tompkins and Mitchell Nissen. Also, attending the meeting were Nancy Braden, Tom Becker, Jesse Kaufman and Clay Bode.

Ley moved and Zach 2nd to accept the minutes of May 10, 2010. Roll was called with the following results: Yeas: Nissen, Zach, and Ley. Nays: None. The Chairman declared the motion carried.

Zach moved and Ley 2nd that we approve the claims of June 14, 2010. Roll was called with the following results: Yeas: Nissen, Zach, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Starting up a Pilot Ground School was discussed at length. Instruction would cost \$200.00 and study materials approximately \$200.00 Ley moved and Tompkins 2nd to pay 1/2 of the cost of ground school instruction by awarding joint scholarships with Becker Flying Service to students. The total cost of ground school instruction was presented as \$1000.00, regardless of number of students, by Jesse Kaufman. Thus the maximum cost to the authority with Becker Flying Service paying half could be \$400.00 plus advertising with only one student attending. Roll was called with the following results: Yeas: Nissen, Zach, Tompkins and Ley. Nays: None. The chairman declared the motion carried.

Ley moved and Tompkins 2nd that we enter into a Fixed Base Operator's Lease and Airport Management Agreement with Becker Flying Service under the same terms and conditions as last year. Roll was called with the following results: Yeas: Nissen, Zach, Tompkins and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal action was needed.

There being no further business Rump moved and Tompkins 2nd that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley

Secretary

PRELIMINARY LEVY ALLOCATION FROM CITY OF WAYNE
RESOLUTION NO. 2010-2

WHEREAS, Nebraska Statute 77-3443 (3) requires all political subdivisions subject to city/village levy authority to submit a preliminary request for levy allocation to the city council/village board; and

WHEREAS, the Wayne City Council is the levy authority for the Wayne Municipal Airport .

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2010-2011:

FUND TAX REQUEST	
General Fund	<u>\$ 60,000</u>
TOTAL	\$ 60,000

BE IT FURTHER RESOLVED that said Public Airport has repayment of Interest-Free Loans from the Department of Aeronautics for \$20,052 and this amount is not included in the above tax request as allowed by law.

NOW, THEREFORE BE IT RESOLVED that the following is said Board's tax request for budget year 2010-2011:

TOTAL

Motion by Carl Rump to adopt Resolution NO. 2010-2. Seconded by Dave Zach.

Voting yes were: Dave Ley, Carl Rump, Rod Tompkins, Dave Zach, Mitchell Nissen

Voting no were: none

Motion carried.

Date this 12th day of July, 2010.

Mitchell Nissen
Chairman

Daniel Kelly
Secretary