

**AGENDA
CITY COUNCIL MEETING
October 5, 2010**

5:30 Call to Order

1. [Approval of Minutes – September 21, 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 Membership Application of Jennie Lunz to the Wayne Volunteer Fire Department](#)

Background: This action was approved by a vote of four council members at the last council meeting. Our city code allows the council to transact business other than expenditure of funds, approving resolutions and ordinances and other specified actions, with “an affirmative vote of not less than half of the elected members”, however five council members are needed to call the council meeting to order and this vote was taken before five members were present. This action is taken as a prudent measure to confirm the appointment to the fire department.

Recommendation: Recommendation of the City Clerk and City Administrator is to approve the appointment to the fire department

4. [Presentation and Action on Letter of Intent from RENAIS Energy LLC and Power Purchase Agreement for Proposed Wind Turbine Project — Dave Tietgen](#)

Background: RENAIS Energy and Wayne Area Economic Development have been reviewing a proposal for a private installation of a 2 Megawatt wind turbine in or near Wayne to generate power to be allocated as a “green incentive” to potential new businesses at the Kardell Industrial Park. A partner of RENAIS called Renewable Energy Development or “RED” would be the private developer of the project. RED has prepared the enclosed Letter of Intent, and is also preparing a draft Power Purchase Agreement for Wayne to consider. At the time of this packet, we do not have a draft of a Power Purchase Agreement. One of the terms of the proposal has been that the cost of the wind turbine project power to the

City wouldn't exceed the cost of our wholesale power from NPPD.

Enclosure: Draft Copy of Proposed Letter of Intent

Recommendation: Recommendation of the City Administrator at this time is to consider approval of a letter of intent to begin exclusive negotiations with Renewable Energy Development, LLC after a public discussion of this proposal with Tietgen to better understand the terms and the "fit" of this project with long term goals of the mayor and council.

5. [Ordinance 2010-23: Amending Wayne Municipal Code Chapter 86 Vegetation, Article II Trees, Sections 86-37 Removal, 86-38 Property Owner Removal, 86-39 Required Trimming, 86-41 Acts Declared Nuisances; Notice; Abatement, and 86-43 Enforcement \(Second Reading\)](#)

Background: Approval of this Ordinance authorizes the City of Wayne to give notice and require abutting property owners to cut back or remove hedges or bushes that are growing into city alleys and obstructing passage by vehicle traffic.

6. [Ordinance 2010-24: Authorizing the Issuance and Sale of Bond Anticipation Notes, Series, 2010, of the Principal Amount \\$935,000 for the purpose of providing Interim Financing for a portion of the costs of Constructing Improvements in Street Improvement District No. 2010-1 \(1st St.\) and 2010-5 \(Jaxon and Tomar Sts.\) , and Street \(Down Town Sidewalks\) Improvement District Nos. 2010-2, 2010-3, and 2010-04, and Benscoter Subdivision Water Extension District 2010-1 and Sanitary Sewer Extension District 2010-1 Pending the Issuance of Permanent General Obligation Bonds](#)

Background: This is the standard action to authorize the Finance Director to temporarily borrow funds to pay the contractors during the construction of these projects. When these projects have been completed, we will secure permanent financing by selling tax free municipal bonds and use those proceeds to pay back these temporary bond anticipation notes.

Recommendation: Recommendation of the Finance Director and Bond Agent Phil Lorenzen is to fund the construction of these projects through the issuance of these Bond Anticipation Notes

7. [Resolution 2010-74: Calling Public Safety Tax Anticipation Refunding Bonds, Series 2005 \(Limited Tax Bonds\) for Redemption](#)

Background: This action will call all the remaining bonds issued to pay for half of the \$1.4 million fire department building. Interest rates are now lower than anticipated for this time period and Bond Agent Phil Lorenzen sees an opportunity to call the remaining bonds and refinance the remaining \$490,000 debt by issuing new bonds at current interest rates

8. Ordinance 2010-25: Authorizing the Issuance of Public Safety Tax Anticipation Refunding Bonds in the Principal Amount of \$490,000 to Refund and Retire, together with funds on hand, \$480,000 Public Safety Tax Anticipation Refunding Bonds, Series, 2005, Dated May 15, 2005

Background: This authorizes the Finance Director to issue new bonds at a lower interest rate to refinance the remaining \$490,000 debt on the fire hall. The net savings of this refinancing at lower interest rates will be about \$30,000 to the City of Wayne Fire Department.

9. Public Hearing: Amendment to 2010-2011 Budget (Advertised Time: 5:30 p.m.)

Background: At the budget hearing for FY 2010-2011, a desire was expressed by several council members to allocate additional funds back into the personnel section of the budget for city government and city utilities departments to provide for a 1% cost of living increase for city employees for calendar year 2011. The proposed increase in this budget amendment for the General Fund and Streets is \$16,091 and for all utility departments is \$22,360 for a total proposed budget increase of \$38,451.

10. Resolution 2010-75: Amending the 2010-2011 Budget

Background: This action increases the budgeted expenditures available for personnel costs. The council will need to take separate action by resolution in December to determine the actual pay ranges set for each job description for 2011.

11. Public Hearing: To Consider the Planning Commissions' Recommendation in regard to Amending Section 90-10 Definitions of the Wayne Municipal Code by amending "Vehicle Towing Service" and Adding "Wrecked Vehicle". The applicant is City of Wayne (Advertised Time: 5:30 p.m.)

Background: In August the City Council considered recommendations from the Planning Commission to amend the Zoning Code regarding "Vehicle Towing Service" and storing of Towed Vehicles. After discussion the council asked the Planning Commission for some changes in their proposal. The Planning Commission revised their proposal at Public Hearing and has forwarded a new recommendation that includes definitions for "Vehicle Towing Service" and "Wrecked Vehicle"

12. Ordinance 2010-26: Amending Wayne Municipal Code Section 90-10 Definitions by Amending "Vehicle Towing Service" and Adding "Wrecked Vehicle"

Recommendation: The recommendation of the Planning Commission is to approve the amendments to the Zoning Code as Proposed

13. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending Wayne Municipal Code Sec. 90-425 Special Conditions and Conditions for Granting Exceptions,

specifically subsection (8) Storage of Towed Vehicles. The applicant is the City of Wayne (Advertised Time: 5:30 p.m.)

Background: In August the City Council considered recommendations from the Planning Commission to amend the Zoning Code regarding Conditions for Granting Exceptions. After discussion the council asked the Planning Commission for some changes in their proposal. The Planning Commission revised their proposal at Public Hearing and has forwarded a new recommendation regarding “wrecked vehicles” and a limit of eight to be stored at any one time on site.

14. Ordinance 2010-27: Amending Wayne Municipal Code, Section 90-425 Special Conditions and Conditions for Granting Exceptions, specifically subsection (9) Storage of Towed Vehicles

Recommendation: The recommendation of the Planning Commission is to approve the amendments to the Zoning Code as Proposed

15. City Staff Reports on the Construction Progress of the Airport Repaving Project, the Down Town Sidewalk and ADA Accessibility Project and the Waste Water Treatment Plant Project

Background: City staff will present a few photos and some project progress for you on the status of these projects.

16. Resolution 2010-76: Directing City Clerk to Certify Mowing Costs to the Wayne County Clerk and Wayne County Treasurer to Become a Lien on Lot 5, Block 3, Vintage Hills II Addition (910 Brooke Drive)

Background: Our standard procedure is to file a lien on property for unpaid invoices that are the result of city enforcement of un-mown lawns or sidewalks un-cleared of snow in the winter.

17. Resolution 2010-77: Approving Interlocal Agreement with Wayne County for Responsible Charge Service

Background: This interlocal agreement provides for the county and city to provide Responsible Charge services for federally funded street and road projects for each other in the event one entity does not have a full time RC on staff or extra help is needed at the time one is needed for a project. We will charge each other for the services provided on a fully loaded per hour basis just as we current have in our RC interlocal agreement with the City of Laurel.

Recommendation: Recommendation of the County Board and City Administrator is to approve the interlocal agreement

18. Resolution 2010-78: Designating Responsible Charge for Wayne County

Recommendation: The recommendation of the city administrator is to appoint Joel Hansen

19. Resolution 2010-79: Accepting Bid and Awarding Contract to Haul the Stockpile of Mixed Fill Material to Western Ridge

Background: When we piled the excess mixed soils from the Kardell paving project on the former city landfill, neither the engineering firm or city staff noted that the location of the pile was in the South Logan Creek “floodway”. To leave that pile or spread it in place requires a “No Rise Flood Permit” and an engineering study of the cross section of the valley to determine the pile’s hydraulic effect on the next 110 Year Frequency Flood Event. The cost of that “No Rise” Determination has been determined to be \$10,000. Garry, Joel and I prefer to use the money to move the pile rather than pay engineering fees. The pile is composed of mixed soil types and some small concrete aggregate and is not usable fill material for future building or street construction.

We advertised for bids to haul the pile to Western Ridge to begin filling in the silt pond to create the park. Our bid specifications required all of the dirt pile to be relocated before winter. I believe the bid specifications created excess un-certainty for the contractors because of the un-known size of the pile, the instability of the wet soils at the bottom of the list pond and the requirement of a short timeline.

Enclosures: Bids received

Recommendation: The recommendation of the City Administrator is to not accept the bids received and to rebid the work with different specifications using a fixed amount of the pile to be moved with the remainder to be spread on site and to provide for the work to be done when the silt pond is frozen.

20. Action on Change Order No. 2 (Final) Submitted by Robert Woehler & Sons Construction in the Amount of \$2,565 for the Muhs Acres Water Main Extension Project

Background: This Change Order is the final true-up of unit quantities on site for the project and billed according the price per unit in the original bid.

Recommendation: This is for work completed according to the contract and approved by the engineer for payment

21. Action on Certificate of Payment No. 6 (Final) for the Muhs Acres Water Main Extension Project in the Amount of \$20,212.24 to Robert Woehler & Sons Construction

Recommendation: This is for work completed according to the contract and approved by the engineer for payment

22. Action on Application for Payment No. 1 for the 2010 Wayne Sidewalk Replacement Project in the Amount of \$126,964.71 to ME Collins Contracting Co., Inc.

Recommendation: This is for work completed according to the contract and approved by the engineer for payment

23. Action on Application for Payment No. 2 to Eriksen Construction Company in the amount of \$224,448.30 for construction to date on the Waste Water Treatment Plant

Recommendation: This is for work completed according to the contract and approved by the engineer for payment

24. Discussion and Consideration to Invest \$125,000 City Reserves in Tax Increment Financing Bonds from the Cobblestone Hotel Project

Background: This is a small opportunity to invest \$125,000 in city reserves at 6%. \$125,000 for streets, sewer and water lines is a portion of the total \$467,000 in TIF bonds that will be generated by the Hotel project construction. A private firm has agreed to purchase the remaining \$342,000 in TIF bonds for the project. We have reviewed this with our TIF attorney, Mike Bacon, and he has approved it for your consideration and action if you choose to make the investment. If you approve this, it will be a 3% higher return than the 3% interest on our \$300,000 investment in TIF bonds for Western Ridge

25. Resolution 2010-80: Action on Request from Northeast Nebraska Investors to Amend Resolution #2009-7 Approving the \$250,000 Loan of LB840 Economic Development Incentive Funds. This action would amend the original resolution and provide for a 15 year amortization period instead of 10 years.

Background: Groundbreaking for the Hotel is still expected to be this fall but time is of the essence. The primary financing to build the Hotel Project will be through F&M Bank (formerly Farmers and Merchants) using a USDA-Rural Development Loan with an 80% guarantee. To meet the cash flow requirements of the USDA-RD loan local investors were to raise \$650,000. In the window of time left for construction to start this fall, the amount of local equity raised will be about \$595,000.

To meet the cash flow requirements of the USDA loan, WLG, the local investor group for the Hotel, has asked us to extend the amortization period from 10 years to 15 years. This is a legal request that fits within the guidelines of the LB840 Economic Develop for the council's authority to act should you choose to approve this.

26. Resolution 2010-81: Ratifying the Transfer of \$500,000 in Cash Reserve Funds by Nancy Braden, Finance Director from the Municipal Water Fund to the Municipal Waste Water Fund in Accordance With

the Financing Plan Approved by the Wayne City Council and the Nebraska Department of Environmental Quality Joint Nebraska Clean Water State Revolving Loan Fund (CWSRF).

Recommendation: This action is recommended to provide specific council approval for this transfer of funds in addition to the general council approval in the budget and rate setting process.

27. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

September 21, 2010

The Wayne City Council met in regular session at City Hall on Tuesday, September 21, 2010, at 5:30 o'clock P.M. Mayor Lois Shelton called the meeting to order with the following in attendance: Councilmembers Jim Van Delden, Jon Haase, Doug Sturm, and Ken Chamberlain; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Brian Frevert, Dale Alexander, Kaki Ley and Kathy Berry.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on September 9, 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.

Tom Sievers, Fire Chief, was present requesting Council consideration to approving the membership application of Jennie Lutz to the Wayne Volunteer Fire Department.

Councilmember Sturm made a motion and seconded by Councilmember Chamberlain approving the membership application of Jennie Lutz to the Wayne Volunteer Fire Department. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Anthony Lawrence, Department Asst. City Administrator, advised the Council that he has been working on a grant from the Nebraska Game & Parks Recreational Trails Program for the purpose of placing signage on segments of the pedestrian trail. This is an 80/20 matching grant to get 30 signs and 5 Ipods with chargers and memory cards, for a total cost of \$14,000. The Ipods will serve as a narration tool for people walking along

the trail. There will also be a cost for surveying the property, the amount of which is not known at this time. Volunteers will be used to install the signage.

Administrator Johnson stated the money needed for the 20% match will come from the unused money for the Phase II portion of the trail.

Councilmember Sturm made a motion and seconded by Councilmember Chamberlain to recess as Council and convene as the Community Development Agency. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor 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, Lois Shelton, and Doug Sturm; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Members Brian Frevert, Dale Alexander, Kaki Ley and Kathy Berry.

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 August 17, 2010, meeting.

Member Shelton made a motion and seconded by Member Sturm approving the minutes of the August 17, 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 take action to set a price on Lot 4, Kardell Subdivision.

Administrator Johnson stated this lot is slightly more than 10 acres, and his recommendation is to set the purchase price at \$20,000 per acre, for a total of \$200,000. The appraised value is \$125,000. The basis for this \$20,000 per acre comes from the improvements that were made out there (e.g. paved street, water and sewer). In addition, this property contains a large amount of high quality lean clay that could be sold for a profit.

It was noted that the land for the opportunity building was set at \$12,500 per acre.

Member Sturm had some concerns about setting the price too high. However, it was noted that the purchase price could always be negotiated.

Administrator Johnson explained that the hook-up fees, in lieu of assessments, for sewer would be approximately \$25,000. The paving assessment would have been \$135,000, which then leaves about \$40,000 for the land. This does not take into account the price for the water hook-up.

Member Shelton made a motion and seconded by Member Sturm setting the purchase price for Lot 4, Kardell Subdivision, at \$200,000.

Chair Chamberlain opined he would not mind putting a more sellable price on this lot to get a business out there, and if the CDA were to do that, he would recommend putting stipulations on the purchase similar to what has been done in Western Ridge (e.g. Improvements completed within 12-24 months). This would help prevent people from purchasing the property just for the dirt and then trying to sell it.

Finance Director Nancy Braden stated the City paid for the street, water and sewer improvements. The City did not annex the property, so there is no way for the City

to recoup any of those costs. This would be a way for the City to recoup some of the expenses for those improvements.

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

Member Sturm made a motion and seconded by Member Shelton 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.

Nancy Braden, Finance Director, presented the Council with a proposal from Incode for an electronic on-line utility bill payment option. This was one of Council's goals. The initial cost would be \$1,576, which is a promotional 50% discount for the first year if the contract is signed by September 30th. The annual maintenance fee would be \$2,352. Incode charges a fee of \$1.25 to the customer who is paying their bill on-line, and it goes directly to Incode.

Councilmember Alexander arrived at 6:00 p.m.

Staff could not justify the expense of this option at this time. The City offers automatic bank debit and payment by credit/debit cards, which can be done over the phone. The City bears the cost of the credit card option which is about \$2,000 per year.

Councilmember Sturm made a motion and seconded by Councilmember Alexander to not take any action on the electronic on-line utility bill payment proposal from Incode. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm made a motion and seconded by Councilmember Van Delden, whereas the Clerk has prepared copies of the Minutes of the meeting of September 7, 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.

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

The following claims were presented to Council for their approval:

ADDITIONS & CORRECTIONS TO CLAIMS LIST OF SEPTEMBER 7, 2010:

DELETE CITY EMPLOYEE, RE, 83.00

VARIOUS FUNDS: AMAZON, SU, 113.28; AMERITAS, SE, 2138.57; APPEARA, SU, 64.65; BAKER & TAYLOR BOOKS, SU, 671.86; BANK FIRST, SE, 195.00; BEHLEN MFG, SU, 7287.00; CITY EMPLOYEE, RE, 150.96; BIG T ENTERPRISES, SU, 505.88; BLACK HILLS ENERGY, SE, 2267.00; CITY EMPLOYEE, RE, 59.95; CITY EMPLOYEE, RE, 103.38; CARHART LUMBER COMPANY, SU, 652.41; CITY OF NORFOLK, SE, 388.30; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, PY, 56885.10; CITY OF WAYNE, RE, 530.00; CITY OF WAYNE, RE, 15.00; COMMUNITY HEALTH, RE, 4.00; COUNTRY NURSERY, SU, 23.00; CULLIGAN, SE, 43.95; DAKOTA BUSINESS SYSTEMS, SE, 101.50; DAVE'S UNIFORM CLEANING, SE, 111.00; DE LAGE LANDEN FINANCIAL, SE, 394.00; DEMCO, SE, 481.93; CITY EMPLOYEE, RE, 286.18; CITY EMPLOYEE, RE, 130.56; ECHO GROUP, SU, 61.00; CITY EMPLOYEE, RE, 39.59; ED M FELD EQUIPMENT, SU, 501.90; ERIKSEN CONSTRUCTION, SE, 119250.00; FLOOR MAINTENANCE, SU, 139.42; FORT DEARBORN LIFE, SE, 3207.56; FREDRICKSON OIL, SU, 1653.00; GANZEL GROUP, SU, 26.75; GERHOLD CONCRETE, SU, 37.75; CITY EMPLOYEE, RE, 176.21; HD SUPPLY WATERWORKS, SU, 700.00; CITY EMPLOYEE, RE, 131.03; CITY EMPLOYEE, RE, 4340.45; HIRERIGHT SOLUTIONS, SE, 20.00; ICMA, SE, 5524.24; IRS, TX, 18352.21; JANWAY COMPANY, SU, 143.47; JOHN'S WELDING AND TOOL, SU, 160.00; K & M SEEDS, SU, 390.00; KRIZ-DAVIS, SE, 94.85; KTCH, SE, 605.00; MAIN STREET AUTO CARE, SE, 71.21; MATT FRIEND TRUCKING, SE, 49.00; MERCY MEDICAL CLINICS, SE, 28.00; MIDWEST LABORATORIES, SE, 130.55; MIDWEST TAPE, SU, 453.46; MSC INDUSTRIAL, SU, 98.20; NE DEPT OF REVENUE, TX, 2708.76; NPPD, SE, 332771.14; NORTHEAST EQUIPMENT, SU, 537.07; NORTHEAST LIBRARY SYSTEM, FE, 45.00; NDPPD, SE, 11634.98; NORTHWEST ELECTRIC, SE, 7766.90; PRESTO X, SE, 44.29; CITY EMPLOYEE, RE, 1802.72; PROPERTY EXCHANGE PARTNER, RE, 100.00; QUALITY FOODS, SU, 213.37; QWEST, SE, 139.65; ROBERT WOehler & SONS, SE, 18181.18; ROBERTSON IMPLEMENT, SU, 149.86; CITY EMPLOYEE, RE, 3435.49; CITY EMPLOYEE, RE, 150.50; SIRCHIE FINGER PRINT LAB, SU, 359.84; SPARKLING

KLEAN, SE, 1460.97; STADIUM SPORTING GOODS, SU, 782.75; STATE NATIONAL BANK, RE, 112.90; STATE NATIONAL BANK, RE, 64840.00; ULINE, SU, 160.57; US BANK, SE, 1803.47; WAED, RE, 6383.33; WAYNE AUTO PARTS, SU, 898.01; WAYNE COMMUNITY SCHOOLS, SE, 80.00; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, SE, 522.00; WAYNE STATE COLLEGE, RE, 2160.00; CITY EMPLOYEE, RE, 104.49; WESCO, SU, 484.59; WAPA, SE, 32407.92; WHELEN ENGINEERING, SE, 83.35; ALIGNMENT TECHNOLOGIES, SU, 2698.00; APPEARA, SE, 75.61; BAUM HYDRAULICS, SU, 32.81; CITY EMPLOYEE, RE, 144.00; BIG RED PRINTING, SU, 827.84; BOMGAARS, SU, 13.98; CITY EMPLOYEE, RE, 97.33; CITIZENS NATIONAL BANK, RE, 3320.38; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, RE, 393.86; CONCORD COMPONENTS, RE, 4200.00; COVENTRY HEALTH, SE, 18064.44; DEAN METZ, RE, 362.20; DOESCHER APPLIANCE, SE, 71.00; DUTTON-LAINSON, SU, 259.18; ECHO GROUP, SU, 356.52; ED M FELD EQUIPMENT, SE, 224.00; ELECTRONIC ENGINEERING, SE, 391.25; ELLIS PLUMBING & HEATING, SE, 271.56; FORT DEARBORN LIFE, SE, 106.64; GREEN SOURCE, SU, 19.95; CITY EMPLOYEE, RE, 148.60; CITY EMPLOYEE, RE, 34.91; HDR ENGINEERING, SE, 6602.00; INDUSTRIAL CHEM LABS, SU, 909.16; JACK'S UNIFORMS, SU, 96.81; JOHNSON HARDWARE, SU, 31.14; LINWELD, SU, 401.81; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 131.87; METROCOUNT, SU, 631.00; MID-STATE ENGINEERING, SE, 245.00; MILO MEYER CONSTRUCTION, SE, 230.00; MOTION INDUSTRIES, SU, 166.19; MUNICIPAL SUPPLY, SU, 772.84; NE EXPRESSWAYS, FE, 581.04; NE RURAL WATER, FE, 120.00; NE STATE TREASURER, RE, 546.25; NMC, INC., SU, 150.05; NORTHEAST EQUIPMENT, SE, 173.95; NOVELTY MACHINE & SUPPLY, SU, 319.00; OLSSON ASSOCIATES, SE, 14930.74; OTTE CONSTRUCTION COMPANY, SU, 494.56; PEERLESS WIPING CLOTH, SU, 270.00; PITNEY BOWES, SE, 648.00; QWEST, SE, 309.43; TERRACON CONSULTANTS, SE, 3657.15; VERIZON, SE, 303.58; VOSS LIGHTING, SU, 18.90; WAYNE COUNTY COURT, RE, 150.00; WIGMAN COMPANY, SU, 51.73

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

Mayor Shelton 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, she 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.

Mayor Shelton declared the time was at hand for the public hearing regarding the contract amendment to the Nebraska Department of Economic Development for Community Development Block Grant No. 09-DTR-104, which is “Downtown Revitalization.”

Nancy Braden, Finance Director, stated the City originally allocated \$56,000 from the Street Code for ADA ramp improvements. This full amount was not needed for the ADA portion of the sidewalk improvement project. Therefore, the purpose of this amendment is to move \$35,714 from the Street Code to the Commercial Rehab Code for façade improvements. There is another \$33,000 in requests for downtown improvements on buildings which this money could be used for.

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

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

Councilmember Sturm made a motion and seconded by Councilmember Chamberlain approving the budget amendment to the Nebraska Department of Economic Development for Community Development Block Grant Project No. 09-DTR-104 – Downtown Revitalization. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Chamberlain introduced Resolution No. 2010-72 and moved for its approval; Councilmember Sturm seconded.

RESOLUTION NO. 2010-72

A RESOLUTION TO APPLY FOR ASSISTANCE FROM THE NEBRASKA GAME AND PARKS RECREATIONAL TRAILS PROGRAM FOR THE PURPOSE OF PLACING SIGNAGE ON SEGMENTS OF THE PEDESTRIAN TRAIL.

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

Garry Poutre, Supt. of Public Works and Utilities, stated the following ordinance would amend sections of the Code by adding language which would require property owners to trim bushes and hedges or overgrowth that blocks the alleys. We have always had an ordinance in place for trimming trees to a certain height above the streets and sidewalks, but we have not had the wording in place where we could enforce the same in the alleys. A majority of the property owners when asked to trim the bushes or overgrowth in the alley do so. This, however, was challenged a year or two ago because the code did not have this language in it. This would be much like the requirement to mow your lawn or scoop the snow off the sidewalk. If after being contacted and the property owner does not, then the City will pay to have it done and then bill the property owner.

Councilmember Sturm introduced Ordinance 2010-23, and moved for its approval; Councilmember Alexander seconded.

ORDINANCE NO. 2010-23

AN ORDINANCE AMENDING THE WAYNE MUNICIPAL CODE. CHAPTER 86, ARTICLE III, SECTIONS 86-37 REMOVAL; 86-38 PROPERTY OWNER REMOVAL; 86-39 REQUIRED TRIMMING; 86-41 ACTS DECLARED NUISANCES; NOTICE; ABATEMENT; AND 86-43 ENFORCEMENT; TO PROVIDE FOR THE REPEAL OF CONFLICTING SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE

Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Phil Lorenzen of D.A. Davidson & Co., was present regarding the next four agenda items. The IRS Code finds that if a city uses cash on hand and spends that money on project costs without having in place a "reimbursement resolution", you can still borrow money to replace that cash, but you can't borrow it on a tax exempt basis. The recommendation is for Council to adopt the following resolution that clears the way for the Council to use the cash you have on hand to reimburse yourself and later be able to borrow on a tax exempt basis to issue bonds or notes.

Councilmember Sturm introduced Resolution No. 2010-73 and moved for its approval; Councilmember Alexander seconded.

RESOLUTION NO. 2010-73

A RESOLUTION APPROVING REIMBURSEMENT OF FUNDS TEMPORARILY ADVANCED TO PAY FOR STREET AND SIDEWALK IMPROVEMENTS FOR THE DOWNTOWN STREET/SIDEWALK IMPROVEMENT PROJECT.

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

Mr. Lorenzen stated that work is underway on the downtown street and street/sidewalk improvement projects. Because the Council did not have enough members present to waive the required three readings of the following two ordinances, his recommendation would be to defer action on those ordinances and the resolution until the October 5th meeting.

Administrator Johnson left the meeting to contact Councilmember Berry to see if she would be able to come to the meeting so that the required number of Councilmembers would be present to waive the three readings of the ordinances.

A pay request has been received from Gana Trucking & Excavating, Inc, for the Former Kardell Landfill Stream Restoration Project in the amount of \$29,316.55. The engineer on the project has approved the same.

Councilmember Alexander made a motion and seconded by Councilmember Haase approving Contractor's Pay Estimate No. 3 for the Former Kardell Landfill Stream Restoration Project in the amount of \$29,316.55 for Gana Trucking & Excavating, Inc. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated that Councilmember Berry would not make the meeting.

Administrator Johnson stated that a request has been received from the general contractor, Layne Christensen, to extend the completion date for the Well House and Municipal Well 2009-1 Project to September 24th. The original completion date was May 14th. An extension was given at that time until July 23, 2010. A meeting was held on the project with the general contractor, the engineer and city staff. The recommendation is to deny the request for a second extension. We are incurring additional engineering fees because of the time it is taking to complete this project. While we do not want to make any money on the liquidated damages, we do not want to incur any costs either. It is the job of the general contractor to see that the job gets completed in a timely fashion.

Garry Poutre, Superintendent of Public Works & Utilities, stated the project was going along fairly well until it had to stop because of winter. Then, there was a late start in the spring, but there could have been considerably more work done up until the time when they asked for their initial extension. That extension was granted until July 23rd. On September 1st, there was still a lot of work left to be done, which is why he asked for a meeting of all of the contractors and the engineer. They expressed to everyone at this meeting that it is the City's intention to have these liquidated damages stay in place. The engineer has indicated to us that they do have additional costs because they are still having to deal with this project that they thought would have been wrapped up and put on the shelf months ago. He agreed with Administrator Johnson in that the City does not need to make any money on this, but we should not have to incur any additional costs either.

Mayor Shelton stated what concerns her is that the company was granted an extension until July 23rd, and they have not come back until now to ask the City for another extension.

Councilmember Chamberlain made a motion and seconded by Councilmember Sturm to deny the request of Layne Christensen Co. for a second extension on the Well House & Municipal Well 2009-1 Project. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Chamberlain made a motion and seconded by Councilmember Sturm to table action on Ordinance 2010-24 until the October 5th meeting. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Chamberlain made a motion and seconded by Councilmember Sturm to table action on Resolution 2010-74 until the October 5th meeting. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Chamberlain made a motion and seconded by Councilmember Sturm to table action on Ordinance 2010-25 until the October 5th meeting.

In response to Councilmember Sturm's question, Mr. Lorenzen advised the Council that a special meeting to take action on these ordinances was not necessary.

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

Administrator Johnson stated a pay request has been received from Layne Christensen Co. for the Well House and Municipal Well 2009-1 Project in the amount of \$39,391.94. The engineer on the project has approved the same.

Councilmember Sturm made a motion and seconded by Councilmember Chamberlain approving Application for Payment No. 9 for the Well House and Municipal Well 2009-1 Project in the amount of \$39,391.94 for Layne Christensen Co. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm made a motion and seconded by Councilmember Chamberlain to adjourn the meeting. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:32 p.m.

[Back to Top](#)

CLAIMS LISTING OCTOBER 5, 2010

FISCAL YEAR 2009-2010

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,286.36
APPEARA	LINEN & MAT SERVICE	98.28
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	195.00
BLACK HILLS ENERGY	GAS BILLS	85.98
CITY EMPLOYEE	HEALTH REIMBURSEMENT	182.20
BOMGAARS	COUPLINGS/CHAIN/BOLTS/CABLE ETC	806.92
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	68.52
BROWN SUPPLY CO	FIRE HYDRANT SEAL KIT	505.84
CITY OF WAYNE	ACCOUNTS RECEIVABLE OVERPAYMENT	1.39
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	1,250.00
CITY OF WAYNE	PAYROLL	58,514.19
CITY OF WAYNE	UTILITY REFUNDS	277.54
CLAUSSEN & SONS IRRIG.	IRRIGATION SPRAY HEADS	14.35
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
DAVE SWANSON	REFINISH ELECTRIC UNIT	200.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	72.96
EAKES OFFICE PLUS	OFFICE SUPPLIES	174.47
EGAN SUPPLY CO	POLISH PADS	24.36
ELECTRONIC ENGINEERING CO	DISPATCH CONSOLE REPAIR	225.00
ELLIS PLUMBING & HEATING	FOUNTAIN DRAIN REPAIR	157.64
FERGUSON WATERWORKS	LOCATOR REPAIR	237.41
FIRST CONCORD GROUP LLC	CAFETERIA PLANS & FEES	3,824.78
FLOOR MAINTENANCE	DETERGENT/CLEANER/MOPS/SPONGES	116.27
FREDRICKSON OIL CO	OIL	3,000.00
GANNA TRUCKING & EXCAVATING	STREAM RESTORATION	29,316.55
CITY EMPLOYEE	HEALTH REIMBURSEMENT	155.53
HAUFF MID-AMERICAN SPORTS	DODGEBALLS	133.00
HD SUPPLY WATERWORKS, LTD	WATER METERS	1,543.00
HOUCHEN BINDERY LTD	REAL WRAPS/BOOK	43.15
ICMA RETIREMENT TRUST	ICMA RETIREMENT	5,533.55
IRS	FEDERAL WITHHOLDING	19,341.27
JEO CONSULTING GROUP	LAGOON/TREATMENT PLANT/SIDEWALKS	25,344.70
JEROLD F PENREY	BOOKS	46.95
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	206.99
KELLY MEYER	WESTERN RIDGE-SEED	260.00
KRIZ-DAVIS COMPANY	ELECTRIC METER	256.67
MCKINNIS ROOFING	REROUTE DRAINS	3,892.75
MICROFILM IMAGING SYSTEMS	DIGITIZE WAYNE HERALD	490.77
MSC INDUSTRIAL	IMPACT DRIVER/STEEL STAMPS	87.47
N.E. NEB ECONOMIC DEV DIS	SPEC BUILDING	200.00
NE CHAPTER OF IA EI	REGISTRATION- W BREITKREUTZ	145.00
NE DEPT OF REVENUE	STATE WITHHOLDING	2,901.66

NE PUBLIC HEALTH	FLUORIDE/NITRATES	350.00
NMC, INC.	PRESSURE SWITCH	71.32
N.E. NE AMERICAN RED CROSS	2010 SWIM LESSONS	594.00
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	59.24
NORTHEAST NE PUBLIC POWER	ELECTRICITY	2,743.00
NORTHWEST ELECTRIC INC.	WELL 6 VFD STARTUP	800.00
PIEPER, MILLER & DAHL	ATTORNEY FEES	4,238.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	53.48
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	70.00
PUSH-PEDAL-PULL	BAR BELL PAD	38.00
QUILL CORPORATION	TONER	131.21
QWEST	TELEPHONE CHARGES	118.98
QWEST BUSINESS SERVICES	LONG DISTANCE CHARGES	183.69
RIEKES EQUIPMENT CO	DEEP TRAY CART	355.19
ROBERT WOHLER & SONS	21ST/CLAYCOMB WATER MAIN REPAIR	374.52
CITY EMPLOYEE	HEALTH REIMBURSEMENT	827.09
TIM SCHAEFER JR	LASER TAG RENTAL	107.00
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	161.40
STADIUM SPORTING GOODS	VOLLEYBALL T SHIRTS	19.50
STEFFEN	SNOW PLOW	5,129.00
UNITED RENTALS	GENNIE LIFT BRACKET	347.76
UNITED WAY	PAYROLL DEDUCTIONS	32.32
VAKOC BUILDER'S RESOURCE	DRAWER SLIDER	7.59
VERIZON WIRELESS SERVICES	CELL PHONES	151.73
VIAERO	CELL PHONES	135.81
CITY EMPLOYEE	HEALTH REIMBURSEMENT	125.58
WAYNE COUNTY VETS MEMORIAL	LB 840 TOURISM	9,367.09
WAYNE KIWANIS	ANNUAL DUES-JOHNSON/LOFGREN	260.00
WESCO DISTRIBUTION INC	SPLICE KIT	2,606.01

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

APPLICATION FOR MEMBERSHIP

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

Name Jennie Lutz Address 1106 Douglas St
Phone Number 369-0158 Social Security # 509-96-3455

Employer North Star Services Occupation DSS
How long have you been employed by your present employer? 13 yr
Previous Employer and Address R-Way -

Have you previously been a member of a Fire Department? yes Wakefield
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. EMT B, CO-Captain Rescue 3 yrs
FEMA IS-00700 - fema IS-00100-SW, fema-IS-00200-FW, IV Therapy, Allbutrol/neb Therapy

Do you have any physical ailments or disabilities that could affect your performance on the department? None

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

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

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

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

Applicant's Signature Jennie Lutz Date 8-2-2010

Sponsor's Signature (if applicable) Brant R. W... Date 8-2-2010

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

Applicant's Signature Jennie Lutz Date 8-2-2010

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

Julia Melan Robert L... Mark...
Secretary's Signature _____ Date _____

Chief's Signature Tom... Date _____

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

.....
For record purposes only: Date of Birth 5-12-1964 revised February 4, 2006

PROPOSED LETTER OF INTENT
WAYNE, NE INDUSTRIAL PARK WIND PROJECT

September 27, 2010

Ms. Lois Shelton, Mayor
City of Wayne, Nebraska
306 Pearl St.
Wayne, NE 68787

Dear Mayor Shelton:

This proposed Letter of Intent (“LOI”), is intended as a framework for discussion between the City of Wayne, Nebraska (“Wayne”) and Renewable Energy Development, LLC (“RED”) concerning Wayne’s potential involvement in purchasing generated power and future ownership of the Wayne Industrial Park Wind Project (“the Project”). The Project will involve 2 megawatts of wind turbine equipment connected directly to the City of Wayne electrical distribution system. “RED” will secure capital investment for development and own the Project during and for financing, construction and the operation life of the Project. It understands that “Wayne” is interested in approving and supporting the development and financing of the Project, including:

- Setting a Power Purchase Agreement (PPA) of 6.5 cents per kW with “RED” to have the City of Wayne purchase commercially available power with an anticipated inflation factor of 5% per year for a period of 20 years.
- Support the Project by providing assistance in applying for the required state and federal permits and Project support.

PRELIMINARY COMMENTS

Except as set forth in Paragraphs 1 (“Exclusivity”), 2 (“Confidentiality”) and 3 (“Advance”), below, the parties acknowledge and agree that this LOI is not intended to be a legally binding agreement. No further agreement will be entered into unless and until each party has reviewed, approved and executed definitive written agreements concerning the Project (the “Definitive Agreements”). No party has any obligation to negotiate or conclude any of the business arrangements proposed in this LOI. Each party acknowledges that it will neither take action nor refrain from taking action in reliance on nonbinding Paragraphs 4 through 9.

The provisions of Paragraphs 1, 2 and 3 represent the parties’ only legally binding agreements, enforceable in accordance with their terms under the laws of the State of Nebraska. The enforceability of those provisions is not conditioned on further negotiations or the successful outcome of any further negotiations. Failure to achieve a more complete agreement will not limit the enforceability of these provisions. If the parties do execute Definitive Agreements, such agreements will supersede this LOI.

The Definitive Agreements will contain the representations, warranties, covenants, conditions and other terms and provisions that are commercially reasonable and typical for transactions of this type between similarly situated parties.

PROPOSED LETTER OF INTENT

1. **EXCLUSIVITY.** For the period from execution of this LOI to October 30, 2010 (the "*Exclusivity Period*"), the parties shall attempt to negotiate the terms and provisions of Definitive Agreements particularly the PPA upon mutually satisfactory terms. During this Exclusivity Period, "RED" and its agents and representatives shall not enter into any other agreements for the investment in or the financing or sale of the Project, with the exception that "RED" may continue discussions it is having with Nordic Corp. concerning potential Project sale, financing or equity contributions. If the parties fail to enter into Definitive Agreements by the end of the Exclusivity Period, then this period shall be extended on a day-to-day basis until (i) the agreements are executed or (ii) one party notifies the other that the Exclusivity Period is terminated.

2. **CONFIDENTIALITY.** Each party, its affiliates and representatives shall not disclose and shall keep in strict confidence all documents and information that the other party provides to it and any of its directors, officers, employees, agents, advisors, affiliates and representatives (collectively, "Representatives"). To this end, neither party will disclose the terms and existence of this LOI, or the content and existence of discussions regarding the transaction envisioned in it, and will not use such documents or information for any purpose other than considering the transaction proposed in this LOI, except to the extent such documents and information (i) were already known to that party or any of its Representatives, other than as a result of disclosure known by "Wayne" to have been in breach of a confidentiality undertaking, (ii) hereafter becomes available to that party or any of its Representatives, other than as a result of disclosure known by Wayne to have been improper, (iii) were in the public domain or (iv) must, in the opinion of that party's counsel, be disclosed to, or filed with, any governmental agency or authority pursuant to applicable law or legal process, in which event, to the extent reasonably practicable, that party shall provide to the other party prior written notice of such disclosure and its content.

3. **COMMERCIAL AVAILABILITY.** "Wayne" will purchase the generated power immediately upon the "project" producing commercially available power and pay "RED" on a quarterly basis for a period of 20 years and/or if the City of Wayne should purchase said "project".

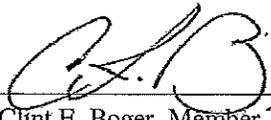
4. **PURCHASE OF THE PROJECT.** The Project will be owned by "RED" but "Wayne" will have the first right of refusal to negotiate an ownership agreement which will provide Wayne with an increasing portion of equity in the Project over time. In a separate agreement to the PPA the two parties will determine the price and level of the Project ownership and "RED" will sell its rights in the Project to "Wayne" and at what point in the 20 year life of the Project: this will occur
 - a. **Purchase Price.** (Range of \$1 to full construction costs plus return on investment) as the purchase price under the terms set forth by both parties.

This proposed LOI shall expire on October 30, 2010, unless accepted by the "Wayne" before that date. Of course, we welcome your modifications and revisions to our LOI proposal during this time frame.

CITY OF WAYNE, NEBRASKA

RENEWABLE ENERGY DEVELOPMENT, LLC

BY: _____
Lois Shelton
Mayor, City of Wayne

BY:  _____
Clint E. Boger, Member
Renewable Energy Development, LLC

DATED: September ____, 2010

DATED: September 27, 2010

9/28/2010

To: Lowell Johnson, City Manager
Wayne, Nebraska

From: David Tietgen, Director Business Development
RENAIS Energy, LLC

Subject: October 5, 2010 Wayne City Council Meeting

Hi Lowell,

I hope all is well in Wayne. We are working hard to get the Wayne Industrial Park Wind project up in the air. I would like to request a position in the October 5, 2010 Wayne City Council meeting. The objective is to introduce two very important parts of our wind team to the council, one you have met, Clint Boger, who is one of our engineers and working directly with the turbine manufacturer and the other is Eric Thompson, who is the representative from Nordic Wind, who has designed and built the style and name plate turbine that we are suggesting to use. Nordic will have information and pictures for everyone to view. www.nordicwindpower.com

Nordic Windpower designs, manufactures and sells innovative, two-bladed utility-scale wind turbines for community and distributed wind markets worldwide. The company's N1000 turbine (1MW) has the lowest installed cost of any similarly sized turbine on the market, combined with high reliability. Nordic Windpower's patented, flexible teeter hub significantly extends mechanical life and lowers the cost of maintenance. With headquarters in Berkeley, CA, and a technology office in Bristol, UK, Nordic Windpower operates an assembly plant in Pocatello, Idaho.

The Nordic Windpower turbines are a very good match for what we are looking for with reliable and cost-effective wind energy generation, for the City of Wayne. What sets Nordic apart from others in wind-turbine architecture is that its prototypes have been operating successfully for over a decade. Backed by Goldman Sachs since 2007 and now by the DOE. We are very pleased to be working with Nordic Windpower's dedicated team, which has very deep expertise in the wind sector. We look forward to a productive relationship.

In addition, we wish to introduce to the council that the PPA is being constructed, and soon will be presented to the council with the assistance of Gene Hansen, Nancy Braden, her honor The Mayor Shelton and yourself. All of this will create questions from the council that we can address or find out the answers. By the time you see this request, you should have had an opportunity to review the Letter of Intent (LOI).

I know we have a conference call this Friday at 3pm your time. We can discuss this further at that time. Thank you in advance for your consideration to this request.

Regards,

David Tietgen
Director of Business Development
RENAIS Energy, LLC
480-580-8303 cell
dtietgen@gmail.com

ORDINANCE NO. 2010-23

AN ORDINANCE AMENDING THE WAYNE MUNICIPAL CODE. CHAPTER 86, ARTICLE III, SECTIONS 86-37 REMOVAL; 86-38 PROPERTY OWNER REMOVAL; 86-39 REQUIRED TRIMMING; 86-41 ACTS DECLARED NUISANCES; NOTICE; ABATEMENT; AND 86-43 ENFORCEMENT; TO PROVIDE FOR THE REPEAL OF CONFLICTING SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE

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

Section 1. That Chapter 86, Article III, Sections 86-37, 86-38, 86-39, 86-41 and 86-43 of the Wayne Municipal Code are hereby amended to read as follows:

Sec. 86-37. Removal

The Superintendent of Public Works & Utilities or his duly authorized agent shall remove any tree, hedge, or bush, etc., on the right-of-way, streets or alleys within the city which interferes with the making of improvements or with travel.

Sec. 86-38. Property owner removal

Whenever the limbs or branches of any tree, hedge, or bush, etc., extend over sidewalks, streets or alleys contrary to the provisions of this Code so as to interfere with the convenience of the public using the sidewalks, streets, or alleys or whenever trees, hedges, or bushes, etc., have become diseased or damaged or whenever such trees, hedges, bushes, etc., constitute a danger to the public or have been declared a nuisance, the Superintendent of Public Works & Utilities or his duly authorized agent shall serve written notice to abate such nuisance upon the abutting owner, ordering the removal and abatement thereof as provided in section 86-43.

Sec. 86-39. Required trimming

The owner or agent of the abutting property shall keep the trees, hedges, or bushes, etc., on or overhanging the street or alley trimmed so that all branches shall be at least 12 feet above the surface of the street or alley and seven feet above the sidewalks; however, the city reserves the right to trim and maintain a tree, hedge, or bush, etc., maintenance program.

Sec. 86-41. Acts declared nuisances; notice; abatement

It is declared a nuisance for any person who is required to maintain trees, hedges, or bushes, etc., on any property to allow or permit to stand upon the property any dead tree, hedge, or bush, etc., or dead part of a tree, hedge, bush, stump, or any diseased or damaged tree, hedge, or bush, etc., or any diseased or damaged part of a tree, hedge, or bush, etc., or any healthy tree, hedge, or bush, etc., or to allow branches below 12 feet above the surface of the street or alley and below seven feet above the sidewalk when such trees, hedges, or bushes, etc., constitute a hazard to life and property or constitute a potential threat to other trees, hedges, or bushes, etc., within the city. Any such tree,

hedge, or bush, etc., or part of a tree, hedge, or bush, etc., on public or private property, meeting the criteria stated in this section, may be declared to be a nuisance by the Superintendent of Public Works & Utilities or his duly authorized agent.

Sec. 86-43. Enforcement

- (a) The proper execution and enforcement of the provisions of this article are made the duty of the Superintendent of Public Works & Utilities or his duly authorized agent. To that end, the Superintendent of Public Works & Utilities or his duly authorized agent may enter upon public or private property at all reasonable hours for purposes of inspecting trees, hedges, or bushes, etc., thereon. It shall be unlawful for any person to prevent the Superintendent of Public Works & Utilities or his duly authorized agent from entering on public or private property for purposes of carrying out the duties under this article, or to interfere with the Superintendent of Public Works & Utilities in the lawful performance of the duties under the provisions of this article.
- (b) The Superintendent of Public Works & Utilities or his duly authorized agent shall notify the person required to maintain property pursuant to this article of any nuisance as described in this article. The notice shall require the owner to abate such nuisance within 30 days from the date thereof.
- (c) The Superintendent of Public Works & Utilities or his duly authorized agent shall have the power and is authorized and instructed, after the expiration of 30 days from the date of notice sent by certified mail or personal service, to determine if compliance to abate a nuisance has been attained. If compliance has not been made, the city shall abate such nuisance by causing such trees, hedges, or bushes, etc., ~~to shrubs~~ which are deemed to be a nuisance under this article to be removed or pruned at the expense of the owner of the land whereon the trees, hedges, or bushes, etc., ~~and shrubs~~ stand or the terrace abutting thereto. If the owner fails to reimburse the city after being billed, the cost of such abatement together with a \$30.00 administrative fee shall be levied, equalized, and assessed as are other special assessments.
- (d) The Superintendent of Public Works & Utilities or his duly authorized agent may order any person required to maintain property pursuant to this article to perform such maintenance as is required to abate interference with any public utility from any tree, hedge, or bush, etc., ~~or shrub~~ that is located on such property or the terrace, alley, or dedicated right-of-way.
- (e) In the case of a community disaster or emergency as declared by the council, the city may aid the property owner in the removal, trimming, and/or cleanup of trees, hedges, bushes, etc., ~~and shrubs~~ within the section of the street or alley so abutting dedicated as a right-of-way.

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

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

PASSED AND APPROVED this 5th day of October, 2010.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2010-24

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF BOND ANTICIPATION NOTES, SERIES 2010, OF THE CITY OF WAYNE, NEBRASKA, OF THE PRINCIPAL AMOUNT OF NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$935,000) FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR A PORTION OF THE COSTS OF CONSTRUCTING IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NOS. 2010-1 AND 2010-5; STREET (SIDEWALK) IMPROVEMENT DISTRICT NOS. 2010-2, 2010-3 AND 2010-4; WATER EXTENSION DISTRICT 2010-1; AND SANITARY SEWER EXTENSION DISTRICT 2010-1 PENDING THE ISSUANCE OF PERMANENT GENERAL OBLIGATION BONDS; PRESCRIBING THE FORM OF SAID NOTES; AGREEING TO ISSUE GENERAL OBLIGATION BONDS TO PAY THE NOTES AT MATURITY OR TO PAY THE NOTES FROM OTHER AVAILABLE FUNDS; AND, ENTERING INTO A CONTRACT ON BEHALF OF THE CITY WITH THE HOLDERS OF SAID NOTES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The Mayor and City Council hereby find and determine that by Ordinances and Resolution of the City heretofore adopted, Street Improvement District Nos. 2010-1 and 2010-5; Street (Sidewalk) Improvement District Nos. 2010-2, 2010-3 and 2010-4; Water Extension District 2010-1; and Sanitary Sewer Extension District 2010-1 were heretofore created; that Olsson Associates, the engineers for the City have prepared estimates for the cost of construction of the improvements in the aforesaid Districts; that bids have been opened and tabulated; that the City has entered into contracts for construction of the improvements; and, that there has been placed on file the City's engineer's estimate showing that the City's costs, including costs of engineering and costs of issuance and underwriting and a portion of interest to accrue on said notes during construction, will be not less than \$935,000; that it is necessary for the City to have funds available to meet its payment obligations under the terms of contracts for the cost of the improvements to be constructed relative to the aforesaid Districts and to provide for payment of a portion of the interest accruing

on the Series 2010 Notes prior to their maturity on September 15, 2013, and to meet the initial portion of its obligation to provide interim financing therefor, it is necessary and advisable that the City now issue its notes in the principal amount of \$935,000 pending permanent financing pursuant to Sections 16-623, 16-626, and 18-1801 and 18-1802, R.R.S. Neb. 2007, and other applicable statutory sections; that the City has authority under Section 10-137, R.R.S. Neb. 2007 to issue notes for the purpose of providing interim financing for the construction of said improvements, including a portion of the interest to accrue on such notes and the costs of issuance thereof, all as set out above; that all conditions, acts and things required by law to exist or to be done precedent to the issuance of Bond Anticipation Notes, Series 2010, in the amount of \$935,000, to pay a portion of the costs of the aforesaid improvements, the costs of issuance of said notes and a portion of the interest to accrue on said notes, do exist and have been done as required by law.

Section 2. For the purpose of providing interim financing for the costs set out in Section 1 pending the issuance of permanent General Obligation Various Purpose Bonds by the City of Wayne, there shall be and there are hereby ordered issued bond anticipation notes of the City of Wayne, Nebraska, to be known as "Bond Anticipation Notes, Series 2010" of the aggregate principal amount of Nine Hundred Thirty-Five Thousand Dollars (\$935,000) (herein referred to as the "Notes" or the "notes"), consisting of fully registered notes numbered from 1 upwards in the order of issuance, in the denomination of \$5,000 each, or integral multiples thereof, said notes shall be dated as of date of delivery and each of said notes shall bear interest at the rate of 1.45% per annum payable semiannually on of March 15 and September 15 in each year, commencing March 15, 2011 with the principal of said notes to become due and payable as follows:

<u>Principal</u>	
<u>Amount</u>	<u>Maturity</u>
\$935,000	September 15, 2013

RESOLUTION NO. 2010-74

A RESOLUTION CALLING PUBLIC SAFETY TAX ANTICIPATION REFUNDING BONDS, SERIES 2005 (LIMITED TAX BONDS) FOR REDEMPTION.

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

Section 1. That the following bonds are hereby called for redemption at par plus accrued interest on November 8, 2010 after which date said bonds shall cease to bear interest:

Public Safety Tax Anticipation Refunding Bonds, Series 2005 (Limited Tax Bonds), dated May 15, 2005, in the principal amount of \$480,000, becoming due on May 1 in each year from May 1, 2011, through May 1, 2021, issued by the City to provide funds to provide funds to refund and reissue the outstanding balance of the City's Series 2005 Public Safety Tax Anticipation Refunding Bonds, which Series 2005 Bonds were issued to Refund Series 2001 Bonds originally issued and applied to provide a portion of the funds to pay the costs of construction of a public safety building addition and for the acquisition of certain Public Safety equipment and fire fighting apparatus and vehicles.

Section 2. Said bonds are payable at the office of the Treasurer of the City of Wayne, Nebraska as Paying Agent and Registrar, 306 Pearl Street, PO Box 8, Wayne, Nebraska 68787.

Section 3. A copy of this resolution shall be filed at least 30 days prior to the date of call with the Treasurer of the City of Wayne, Nebraska, as Paying Agent and Registrar and said Paying Agent and Registrar is hereby instructed to give notice of redemption in the manner provided for in the ordinance authorizing said bonds.

PASSED AND APPROVED this 5th day of October, 2010.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2010-25

AN ORDINANCE AUTHORIZING THE ISSUANCE OF PUBLIC SAFETY TAX ANTICIPATION REFUNDING BONDS OF THE CITY OF WAYNE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF FOUR HUNDRED NINETY THOUSAND DOLLARS (\$490,000) TO REFUND AND RETIRE, TOGETHER WITH FUNDS ON HAND, \$480,000 PUBLIC SAFETY TAX ANTICIPATION REFUNDING BONDS, SERIES 2005, DATED MAY 15, 2005; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASERS; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The Mayor and Council of the City of Wayne, Nebraska (the "City") hereby find and determine that there have been heretofore issued and are now outstanding and unpaid valid interest bearing bonds of the City of Wayne, Nebraska, consisting of:

Public Safety Tax Anticipation Refunding Bonds, Series 2005, dated May 15, 2005 (the "2005 Bonds") of the total remaining principal amount of \$480,000 which mature and bear interest as follows:

<u>Principal Amount</u>	<u>Maturing May 1</u>	<u>Interest Rate</u>
35,000	2011	3.60%
75,000	2013	3.85
80,000	2015	4.00
90,000	2017	4.15
50,000	2018	4.20
50,000	2019	4.25
50,000	2020	4.35
50,000	2021	4.40

which 2005 Bonds became callable at any time on or after May 1, 2010 and all of such 2005 Bonds have been called for redemption in accordance with their call provisions on November 8, 2010 (the

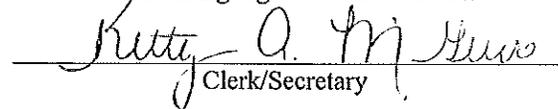
"Series 2005 Redemption Date") at par and accrued interest to the date fixed for redemption; that the 2005 Bonds are valid, interest bearing obligations of the City of Wayne, Nebraska, and that the City has no other bonds outstanding issued in accordance with the terms of Section 18-1802, R.R.S. Neb. 2007.

The Mayor and Council hereby further find and determine that since the 2005 Bonds (hereinafter sometimes referred to as the "Called Bonds") were issued, the rates of interest available in the market have so declined that by issuing its public safety tax anticipation refunding bonds to provide funds together with other available funds of the City for the payment and redemption of the Called Bonds all as set out above, a substantial savings in the amount of yearly running interest will be made to the City; that for the purpose of providing for the payment and redemption of the Called Bonds as above set out, and to pay costs of issuance of said bonds, it is in the best interest of the City to issue Public Safety Tax Anticipation Refunding Bonds of the City of the principal amount of \$490,000; that the City has no bond sinking funds on hand for the retirement of said Called Bonds not required for the timely payment of principal and interest on the Called Bonds including the accrued interest due on the Redemption Date and costs of issuance of said bonds; and, that all conditions, acts, and things required to exist or to be done precedent to the issuance of Public Safety Tax Anticipation Refunding Bonds of the City of Wayne, Nebraska, in the principal amount of \$490,000 pursuant to Section 10-142, and Sections 18-1201 and 18-1202, Reissue Revised Statutes of Nebraska, 2007 and other applicable statutes do exist and have been done as required by law.

Section 2. The Mayor and Council further find and determine: That the taxable valuation of all taxable property within the City as most recently determined, is \$177,459,103; that pursuant to Section 18-1201 and 18-1202, R.R.S. Neb. 2007, as amended, the Mayor and Council of the City of Wayne have provided for the levying of a special tax, all as more specifically

NOTICE OF HEARING TO
AMEND THE BUDGET
for the
City of Wayne

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 13-511, that the governing body will meet on the 5th day of October 2010, at 5:30 o'clock P.M. at City Council Chambers for the propose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to amending the budget which was originally adopted on the 7th day of September, 2010. Due to unforeseen circumstances, actual expenditures for the current fiscal year will exceed budgeted expenditures unless the current fiscal year budget of expenditures is revised. Due to expenditures cuts during the budget work session we increased our anticipated necessary cash reserves and Council members want to consider a cost of living increase for all employees. The originally adopted budget of expenditures cannot be reduced during the remainder of the current fiscal year to meet the need for additional money because funds that were put into the reserve accounts are not available for current year expenditures. The budget detail is available at the office of the Clerk during regular business hours.


Clerk/Secretary

Summary of Proposed Revised Budget

2008-09 Actual Disbursements & Transfers	\$ 13,446,519.00
2009-10 Actual/Estimated Disbursements & Transfers	\$ 16,069,749.00
2010-11 Proposed Budget of Disbursements & Transfers	\$ 36,850,558.00
2010-11 Necessary Cash Reserve	\$ 1,028,959.00
2010-2011 Total Resources Available	\$ 37,905,847.00
Total 2010-2011 Personal & Real Property Tax Requirement	\$ 718,525.00
Unused Budget Authority Created for Next Year	\$ 440,627.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Bonds	\$ 92,250.00
Personal and Real Property Tax Required for All Other Purposes	\$ 626,275.00

Summary of Originally Adopted Budget

2008-09 Actual Disbursements & Transfers	\$ 13,446,519.00
2009-10 Actual/Estimated Disbursements & Transfers	\$ 16,069,749.00
2010-11 Proposed Budget of Disbursements & Transfers	\$ 36,863,723.00
2010-11 Necessary Cash Reserve	\$ 1,042,124.00
2010-2011 Total Resources Available	\$ 37,905,847.00
Total 2010-2011 Personal & Real Property Tax Requirement	\$ 718,525.00
Unused Budget Authority Created for Next Year	\$ 440,627.19

Breakdown of Property Tax:

Personal and Real Property Tax Required for Bonds	\$ 92,250.00
Personal and Real Property Tax Required for All Other Purposes	\$ 626,275.00

Additional Monetary Requirements

<u>Fund</u>	<u>Purpose</u>	<u>Amount</u>
<u>General</u>	<u>Additional payroll</u>	\$ 13,165.00
<u>Street</u>	<u>Additional payroll</u>	\$ 2,926.00
<u>Electric</u>	<u>Additional payroll</u>	\$ 17,109.00
<u>Sewer</u>	<u>Additional payroll</u>	\$ 2,576.00
<u>Water</u>	<u>Additional payroll</u>	\$ 2,675.00

RESOLUTION NO. 2010-75

A RESOLUTION APPROVING AMENDMENTS TO FY2010-2011 BUDGET.

WHEREAS, a public hearing regarding proposed and needed amendments to the FY2010-2011 Budget was held before the City Council on October 5, 2010, subsequent to due call and notice as required by law; and

WHEREAS, the City Council has considered the amendments proposed by the City Treasurer, as stipulated in her memo regarding revisions for 2010-2011 budget, attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the proposed and needed amendments to the FY2010-2011 budget as set out in Exhibit "A" are hereby approved.

PASSED AND APPROVED this 5th day of October, 2010.

CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**INTEROFFICE MEMORANDUM
CITY OF WAYNE**

Date: September 15, 2010
To: Mayor Lois Shelton
Wayne City Council
From: Wayne Planning Commission
Re: Recommendations from September 13, 2010 Meeting

At their meeting on September 13, 2010 the Wayne Planning Commission held two duly advertised public hearings.

Public Hearing: Amending Section 90-10 Definitions of the Wayne Municipal Code, by Amending "Vehicle Towing Service" and Adding "Wrecked Vehicle"
Applicant: City of Wayne

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 Brogie and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council by amending Section 90-10 Definitions of the Wayne Municipal Code by amending the definition for "vehicle towing service" and adding "wrecked vehicle" as outlined, with the findings of fact being staff's recommendation.

Vehicle Towing Service is any person or business offering the services of a vehicle wrecker or towing service to the general public, whereby motor vehicles are towed or otherwise removed from the place where they are located, by use of a wrecker so designed for that purpose, or by a truck or other equipment so adapted to that purpose, or in the business of storing towed wrecked vehicles.

Wrecked Vehicle is any vehicle which has damaged or missing body panels and/or broken or missing glass as a result of an automobile accident, vandalism, or neglected to the extent it cannot be safely or legally operated on a city street.

Chair Braun stated the motion and second. Roll call vote was taken with the following: Commissioner Sorensen – aye; Commissioner Sweetland – aye; Commissioner Herman – aye; Commissioner Piper – aye; Commissioner Brogie – aye; and Chair Braun – aye. Chair Braun declared the motion carried unanimously.

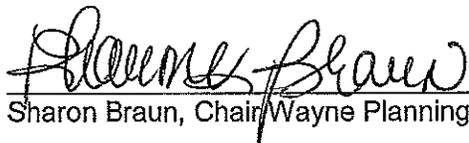
Public Hearing: Amending Section 90-425 Special Conditions & Conditions for Granting Exceptions of the Wayne Municipal Code
Applicant: City of Wayne

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 Sweetland to approve and forward a recommendation of approval to the City Council by amending Section 90-425 Special Conditions and Conditions for Granting Exceptions in the B-3 Neighborhood Commercial District, by adding item #8 Storage of Towed Vehicles, as outlined, with the findings of fact being staff's recommendation and consistency with the comprehensive plan, including the current and future land use map.

Section 90-425 Special Conditions and Conditions for Granting Exceptions:

- (8) Storage of Towed Vehicles
- a. **Wrecked** 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~~ **wrecked** vehicles shall be stored behind the front building line;
 - c. No demolition of ~~towed or stored~~ **any** 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 **wrecked** 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. **No more than six wrecked vehicles may be stored at any one time.**
 - g. Use by Exception shall only be effective upon compliance to all conditions as set forth by the City Council and verified by the Zoning Administrator.

Chair Braun stated the motion and second. Roll call vote was taken with the following: Commissioner Piper – aye; Commissioner Brogie – aye; Commissioner Sorensen – aye; Commissioner Sweetland – aye; Commissioner Herman – aye; and Chair Braun – aye.



Sharon Braun, Chair/Wayne Planning Commission

ORDINANCE NO. 2010-26

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on September 13, 2010, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being that it is staff's recommendation.

Section 2. That Chapter 90, Article I, Section 90-10 of the Wayne Municipal Code is amended as follows:

Sec. 90-10. Definitions.

Vehicle Towing Service is any person or business offering the services of a vehicle wrecker or towing service to the general public, whereby motor vehicles are towed or otherwise removed from the place where they are located, by use of a wrecker so designed for that purpose, or by a truck or other equipment so adapted to that purpose, or in the business of storing ~~towed~~ wrecked vehicles.

Wrecked Vehicle is any vehicle which has damaged or missing body panels and/or broken or missing glass as a result of an automobile accident, vandalism, or neglected to the extent it cannot be safely or legally operated on a city street.

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 _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2010-27

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE V, BY AMENDING 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 September 13, 2010, and recommended amending 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 map.

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

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

(8) Storage of towed vehicles:

- a) Wrecked 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~~ wrecked vehicles shall be stored behind the front building line.
- c) No demolition of ~~towed or stored~~ any 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 wrecked 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) No more than six wrecked vehicles may be stored at any one time.
- g) 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. 2010-76

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON LOT FIVE, BLOCK THREE, VINTAGE HILLS II ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 910 BROOKE DRIVE, WAYNE, NEBRASKA.

WHEREAS, the City of Wayne has incurred costs associated with the mowing of the property located at 1215 Pearl Street, Wayne, Nebraska, and legally described as Lot 5, Block 3, Vintage Hills II Addition to the City of Wayne, Wayne County, Nebraska; and

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

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

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

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

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

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

WHEREAS, the City's Public Works Department has notified Ken Ma, the owner of 910 Brooke Drive, Wayne, Nebraska, and legally described as Lot 5, Block 3, Vintage Hills II Addition to the City of Wayne, Wayne County, Nebraska, to cut, destroy, and remove any such weeds, grass or unhealthful growth located on such property by United States mail, postage prepaid, at the last known address of Ken Ma or served personally; and

WHEREAS, upon the failure, neglect or refusal of Ken Ma to cut, destroy, and remove such weeds from said property within seven days after the mailing or personal service date of such notice, the City Public Works Department did then undertake the removal of such weeds from said property, pursuant to Section 34-61 during the time period of May, 2010, through and including August, 2010; and

WHEREAS, the cost of such cutting, destroying or removal of such weeds in the total amount of \$100.00 has been sent to Ken Ma for payment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Wayne City Clerk shall certify to the Wayne County Clerk and the Wayne County Treasurer the total amount of \$100.00 in expenses incurred by the Wayne Public Works Department in removing weeds and other rank growth of vegetation from the property owned by Ken Ma and upon certification to the Wayne County Treasurer, such expense shall become a lien on the property described herein below, said property owned by Ken Ma Rentals on which the removal measures were taken, as a special assessment levied on the date of such measures. The property is described to wit:

Lot 5, Block 3, Vintage Hills II Addition to the City of Wayne, Wayne County, Nebraska.

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

Passed and approved this 5th day of October, 2010.

THE CITY OF WAYNE, NEBRASKA

BY _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

RESOLUTION NO. 2010-77

A RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT WITH WAYNE COUNTY TO PROVIDE RESPONSIBLE CHARGE SERVICES FOR FEDERAL-AID PROJECTS.

WHEREAS, the City of Wayne has a full-time public employee on staff who is fully qualified in serving as a "Responsible Charge"; and

WHEREAS, Wayne County has requested the City of Wayne to enter into a Nebraska Local Public Agency Interlocal Cooperation Act Agreement to provide them with the services of a qualified "Responsible Charge" (RC) for Federal-Aid Projects; and

WHEREAS, the City of Wayne and Wayne County have agreed on the terms and conditions of said Interlocal Cooperation Act Agreement as submitted and which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Cooperation Act Agreement with Wayne County to provide them with "Responsible Charge" services for Federal-Aid Projects is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 5th day of October, 2010.

CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

NDOR Project Number: _____
NDOR Control Number: _____
NDOR Project Name : _____
Name of Responsible Charge Person: _____

**NEBRASKA LOCAL PUBLIC AGENCY
INTERLOCAL COOPERATION ACT AGREEMENT**

PARTIES

THIS AGREEMENT ("Agreement") is entered into by Wayne County, the Receiving LPA and the City of Wayne, the Assisting Public Entity. The County, Municipality or other public entity undertaking the Federal-aid highway project will be referred to herein as the Receiving LPA. The public entity providing the services of an employee to act as a Responsible Charge (RC) will herein be referred to as Assisting Public Entity.

PURPOSE

This Agreement is entered into pursuant to Neb. Rev. Stat. § 13-801 et. seq., and shall be considered an interlocal agreement to the extent allowable for the purposes of Neb. Rev. Stat. § 13-501 et seq., and Neb. Rev. Stat. § 77-3401 et seq. The purpose of this Agreement is to provide the terms for the Assisting Public Entity to provide the services of its employee to act as the RC for a Federally funded (through FHWA) transportation project of the Receiving LPA.

RECITALS

WHEREAS, Receiving LPA intends to complete the design and construction of a county road, city street or other Federal-aid transportation improvement project for which Receiving LPA intends to be fully eligible to receive Federal-aid highway transportation project funds.

WHEREAS, Receiving LPA cannot provide a full-time public employee to carry out the responsibilities for its Federal-aid transportation project.

WHEREAS, Assisting Public Entity has a full-time public employee on staff who has successfully completed required training to serve as a RC for a Federal-aid transportation project. According to the terms of this Agreement, Assisting Public Entity is willing to provide the services of this employee to Receiving LPA to be in day-to-day responsible charge of all aspects of Receiving LPA's project, from planning through post-construction activities, so that the project remains eligible for Federal-aid transportation project funding.

WHEREAS, the parties understand that Receiving LPA must comply with all terms of 23 C.F.R. § 635.105(c) in order for this Federal-aid transportation project to be eligible for Federal funding. The parties intend for Receiving LPA to comply with these requirements by using Assisting Public Entity's employee who will be in responsible charge of the Federal-aid transportation project and will ensure that, at a minimum, (1) all aspects of the project receive independent and careful development, supervision and inspection, (2) the project is constructed

in compliance with the plans and specifications, (3) all aspects of the project, from planning through construction activities, including all environmental commitments are carried out according to applicable requirements and remain eligible for Federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

Fully qualified means a person who has satisfactorily completed all applicable NDOR training courses and who has met the other requirements necessary to be included on the NDOR list of LPA RCs.

Full-time public employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to NDOR in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal aid is sought.

Public employee means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on a list of entities determined by the Nebraska Department of Roads, and approved by FHWA, as fulfilling public or quasi-public functions.

Responsible Charge means the public employee who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may elect to use consultants to provide certain technical tasks associated with the project so long as RC actively manages and represents the owner's interests in those technical tasks.

DUTIES OF ASSISTING PUBLIC ENTITY

The Assisting Public Entity hereby agrees to provide Joel Hansen to serve as the RC for Receiving LPA's Federal-aid transportation project. Assisting Public Entity pledges and agrees that:

- 1) This person is a **full-time public employee** of Assisting Public Entity.
- 2) This person is fully qualified and has successfully completed required training to serve as a RC.

- 3) It must require the RC to attend and complete following activities: participation in an annual workshop, which will be based on recommendations of the QA/QC program, and a minimum of 15 hours of professional development training annually.
- 4) It has authorized this person to be in day-to-day **responsible charge** of Receiving LPA's Federal-aid project and to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, are in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 5) It will not assign other duties to this person that would affect his or her ability to properly carry out the duties set out in this Agreement.
- 6) It will support the activities of this person to ensure that Receiving LPA's project is in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies in order to remain eligible for Federal-aid highway project funding.
- 7) It will take any action necessary to make sure that Receiving LPA and the State of Nebraska Department of Roads, meet their respective obligations set out in 23 C.F.R. § 635.105.

DUTIES OF RECEIVING LPA

The Receiving LPA pledges and agrees that it:

- 1) Will reimburse Assisting Public Entity for the services of the RC in accordance with the terms of this Agreement.
- 2) Will provide necessary office space, materials and administrative support for the RC.
- 3) Will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
- 4) Will take all necessary actions to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 C.F.R. § 635.105.
- 5) Will take all necessary actions to ensure that the RCs work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 C.F.R. § 635.105.
- 6) Is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. Receiving LPA understands that non-compliance with in compliance with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, Receiving LPA, or its agents or representatives, result in a finding that a project fails to comply with the LPA Guidelines Manual for Federal-aid Projects, and applicable State and Federal laws, regulations and policies, LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project.

NDOR THIRD PARTY RIGHTS

The NDOR is not a signatory to this Agreement and is not assigned specific duties under this Agreement, however the NDOR may exercise the rights of a third party beneficiary to this

contract, in the event of a default, or if it determines, in its sole discretion, that it would be in the best interest of the State to exercise its rights, provided NDOR will give ten (10) days notice of its intent to exercise its third party rights after which the parties hereto shall have ten (10) days to correct any defaults. The NDOR third party rights shall be defined in the Project Program Agreement between the NDOR and Wayne County, the LPA Guidelines Manual for Federal Aid Projects and Federal regulations.

PAYMENT

In order to serve as RC, Receiving LPA shall pay to Assisting Public Entity the amount per hour of RC's hourly wage rate + hourly cost of all benefits and mileage at the rate allowed by the Federal Highway Administration at the time of the project. In addition, Receiving LPA will reimburse Assisting Public Entity for all direct costs, such as office supplies, attributable to the project. Unless mutually agreed otherwise, the Assisting Public Entity shall bill the Receiving LPA for all expenses not later than 45 days following the period of RC.

INSURANCE

Assisting Public Entity and Receiving LPA shall each bear the risk of its own actions, as it does with its day-to-day operations.

The RC shall not begin work under this Agreement until it has shown proof that the Assisting Public Entity has in effect all insurance coverage required under this section.

- A. Workers' Compensation and Employers Liability Insurance
The minimum acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.
- B. Commercial General Liability Insurance
The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- C. Automobile Liability Insurance
The minimum acceptable limit of liability shall be \$1,000,000 Combined Single Limit for each accident. The Receiving LPA is to be included as an additional insured on the insurance coverage required under this section.
- D. Professional Liability Insurance
Coverage shall be for wrongful acts, errors or omissions. The minimum acceptable limits of liability shall be \$1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than \$2,000,000.

E. Certificate of Insurance

The Assisting Public Entity shall furnish the Receiving LPA with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Agreement, the Assisting Public Entity shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Receiving LPA.

INDEMNIFICATION

Each party hereto agrees to indemnify and hold harmless the other parties from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this Agreement, except to the extent caused by negligent or willful act or omission of the other party. Each party agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this Agreement.

TERM AND DURATION

This Agreement shall become effective as to each party on the date such party executes the Agreement and shall continue in force and remain binding until said party terminates the agreement. This Agreement shall remain effective until the completion of the project, or January 31, 2012. If the project is not completed by that date, this Agreement must continue in effect as agreed to by the parties.

TERMINATION

With 30 days written notice, either party may terminate this Agreement. A new fully-qualified RC must be assigned to the project by the Receiving LPA prior to termination of this Agreement, or the project may be found to be ineligible for Federal funds.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, the Assisting Public Entity and the Receiving LPA duly execute this NEBRASKA LOCAL PUBLIC AGENCY INTERLOCAL COOPERATION ACT AGREEMENT.

Name of Assisting Public Entity

Print name of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

Signature of Mayor/Chairperson/Chief Executive Officer of Assisting Public Entity

Attest:

[Signature and stamp of City or County Clerk or Corporate Secretary]

[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of Assisting Public Entity.]

Wayne County
Name of Receiving LPA

James Rabe, Chairman, Board of Commissioners
Print name of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

James Rabe 9/21/10
Signature of Mayor/Chairperson/Chief Executive Officer of Receiving LPA

Attest:

Debra Finn
[Signature and stamp of City or County Clerk or Corporate Secretary]



[This document must be accompanied by a resolution from the governing body which authorizes the person above to sign on behalf of the Receiving LPA.]

EXHIBIT "B"
WAYNE CITY RESOLUTION _____
(DESIGNATING RC)

Whereas: Joel Hansen is a full-time public employee of the City of Wayne and is fully qualified and has the time and interest in serving as a "Responsible Charge" (RC) for Federal-aid-transportation projects; and

Whereas: the designated RC for a specific Federal-aid-transportation project will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities, with the express purpose of doing all things necessary for the project to remain eligible for federal-aid transportation project funding; and

Whereas: the City of Wayne has previously entered into an Interlocal agreement with Wayne County to provide RC services for various Federal-aid-transportation projects in Wayne County; and

Whereas: the RC will ensure that, at a minimum, (1) the project receives independent and careful development, supervision and inspection, (2) the project is constructed in compliance with the plans and specifications, (3) all aspects of the project, from planning through construction activities, including all environmental commitments, remain eligible for federal funding, and (4) decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion.

For purposes of this resolution, the following definitions will apply:

Fully qualified means a person who has satisfactorily completed all applicable Nebraska Department of Roads (NDOR) training courses and who has met the other requirements necessary to be included on the NDOR list of qualified Local Public Agency (LPA) RCs.

Full-time public employee means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing public entity. A person is not a full-time public employee if that person provides outside private consulting services, or is employed by any private

entity, unless that person can prove to NDOR in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which federal aid is sought.

Public employee means a person who is employed solely by a county, a municipality, a political subdivision; a Native American tribe; a school district; another entity that is either designated by statute as public or quasi-public; or an entity included on the list of entities determined by the NDOR, and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

Responsible charge means the public employee who is fully empowered by the LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the federal-aid project from planning through construction project activities, including all environmental commitments. The RC is the day-to-day project manager, and the LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that the RC may delegate or contract certain technical tasks associated with the project so long as the RC actively manages and represents the owner's interests in the delegated technical tasks.

Now, Therefore Be It Resolved: by the City of Wayne that Joel Hansen is hereby designated as Responsible Charge (RC) for pre-construction and construction phases, in accordance with the Project Program Agreement previously executed, the NDOR LPA Guidelines Manual for Federal-aid Projects, and all Federal, State and local laws, rules, regulations, policies and guidelines for the Federal-aid-transportation projects

The City of Wayne assures and agrees that:

- 1) It has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject federal-aid project; this does not mean merely supervising, overseeing or delegating the various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision-making.
- 2) The RC is a full-time public employee.
- 3) The RC is fully qualified and has successfully completed required training to serve as a RC.
- 4) It will allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for federal-aid highway project funding.

- 5) It will not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
- 6) It will provide necessary office space, materials and administrative support for the RC.
- 7) It will fully cooperate with, support and not unreasonably interfere with the day-to-day control of the RC concerning the acts necessary for making the project eligible for federal funding.
- 8) It will take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all federal and state requirements and policies applicable to federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.
- 9) It will take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the Nebraska Department of Roads must meet under 23 CFR 635.105.
- 10) It will comply with the conflict-of-interest requirements of 23 CFR 1.33.
- 11) It will notify NDOR immediately in the event the designated RC(s) will no longer be assigned to the project. **A supplemental agreement designating a replacement RC may be required by NDOR.**
- 12) It is ultimately responsible for complying with all federal and state requirements and policies applicable to federal-aid highway projects. This includes meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will be required to repay NDOR some or all previously paid Federal funds and any costs or expenses NDOR has incurred for the project, including but not limited to, those costs for the RC.

The City of Wayne understands that the following are the duties of the RC:

- a) Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA;
- b) Ensure that all applicable Federal, State and local laws, rules, regulations, policies and guidelines are followed during the development and construction of the project;
- c) Know and follow the NDOR LPA Guidelines Manual for Federal-aid Projects;
- d) Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision-making;
- e) Ensure that the project plans and specifications are sealed, signed and dated by a professional engineer licensed in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under the direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. § 81-3445);
- f) Competently manage and coordinate the project day-to-day operations, including all project-related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers;

RESOLUTION NO. 2010-79

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO HAUL THE STOCKPILE OF MIXED FILL MATERIAL TO THE SILT POND LOCATED IN WESTERN RIDGE.

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

WHEREAS, three proposals/bids were received to haul the stockpile of mixed fill material to the silt pond located in Western Ridge;

WHEREAS, staff has reviewed said proposals and recommend that the proposal/bid to haul the stockpile of mixed fill material to the silt pond located in Western Ridge, as submitted by the following contractor, is the lowest, responsive and best bid received as follows:

<u>Bidder</u>	<u>Amount</u>
Milo Meyer Construction, Inc. Wayne, NE	\$31,900.00

BE IT FURTHER RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the published notice, and attached hereto, be and the same is hereby accepted.

PASSED AND APPROVED this 5th day of October, 2010.

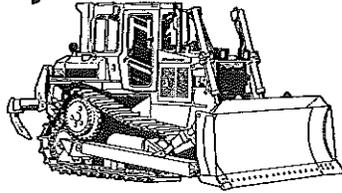
THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Milo Meyer Construction Inc.



1002 Industrial Road
Wayne, NE 68787
Office 402-375-3440

375-3440

Steve 402-369-0283 (Cell)
Mark 402-369-0284 (Cell)

Wayne, Nebraska

**EXCAVATION ESTIMATE
SUBMITTED TO:
THE CITY OF WAYNE
9/27/2010**

Removal of dirt, concrete and debris from North
of Pacific Coast and Feather

Estimated Start date – First of November
Certificate w/Additional Insured will be
Provided when contract is awarded

Bid Includes:

- a.) Loading material
- b.) Hauling material to pond on south edge of Western Ridge subdivision
- c.) Spreading and leveling material (no compaction)

Total Bid \$31,900.00

We are requesting the completion date be moved back to March 1st if possible. The trucks would then be able to run and turn around on the frozen bottom of the pond. We may still try the project sooner, but if we run into problems with silt and mud, we may be forced to wait until the floor freezes before being able to spread the material.

If you have any questions regarding this bid, please contact our office. We look forward to working with you.

Steven B. Meyer, President
Milo Meyer Construction, Inc.

Dennis E. Otte Excavation
57595 858 Rd
Wayne, NE 68787
9/27/2010

To: City of Wayne
Attn: Betty McGuire, City Clerk
POB 8, 306 Pearl St.
Wayne, NE 68787

Bid on Hauling Fill Material and Concrete to Western Ridge Pond as per Joel Hansen as per phone conversation 11:45 am, September 27, 2010.

Concrete to be hauled and spread out over the bottom of the pond so as to not disturb actual water to drainage tube. Will start on East side with dirt ramp to back trucks into dump. Cover with fill material dirt to cover concrete. Loader to be provided by city as per Joel to build dirt ramp.

Total Lump Sum Bid to Load Fill Material, Haul Fill Material, and Level Fill Material but not compact it. Stockpile to be removed down to original grade.

Start Date: October 7, 2010.

\$ 33,485.⁰⁰

Dennis Otte



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

Phone: 402-375-3744
 Fax: 402-833-5363

Bid Proposal For:

9/27/2010

City of Wayne
 Attn: Betty McGuire, City Clerk
 PO Box 8
 Wayne NE 68787

Phone: 402-375-1733

Project: Hauling of a stockpile of mixed fill material as Advertized.

	Description	Unit	Estimated		Sub Totals
			Quantity	Unit Cost	
1	Hauling of a stockpile of mixed fill material in Wayne, NE	Lump	1	\$38,080.00	\$38,080.00
Total Project Cost					\$38,080.00

Project was bid as Advertised in Paper our Start date is: As Soon As Possible

Owner is responsible for paying any city, engineering, compaction, inspection or Misc. fees.

Prices include Labor and Dirt and are good for 30 days. Material Cost will be billed as delivered and payment is due in 10 days. Monthly billings will reflect work completed as project progresses. Payments are due within 10 days of billing and final payment is due in full within 10 days of project completion.

I have read the proposal, have received an exact copy, and accept the proposal.
 Please sign one copy and return.

Approved By: _____

Date: _____

Owner / Owner's Representative

Approved By: BJW

Date: 9/27/10

Bradley J Woehler Secretary
 Robert Woehler & Sons Construction, Inc

Thank you for the opportunity to submit this proposal and we look forward to the possibility of working with you on this project. If you have any questions please call. 402-369-0049

B. J. Woehler



1707 Dakota Ave., South Sioux City, NE 68778

CHANGE ORDER NO. 2 FINAL

PROJECT:	Muhs Acres Water Main Extension	DATE OF ISSUANCE:	October 5, 2010
CONTRACTOR:	Robert Woehler & Sons Construction	OA PROJECT NO.:	007-1652
CONTRACT DATE:	September 21, 2009	AMOUNT OF ORIGINAL CONTRACT:	\$128,442.00

You are directed to make the changes noted below in the subject contract:

See Attachgd Sheet

The changes result in the following adjustments of Contract Price and Contract Time:

Contract Price Prior to This Change Order	\$128,442.00
Net Increase / Decrease Resulting from this Change Order.....	\$2,565.00
Current Contract Price including this Change Order	\$131,007.00

Contract Time Prior to this Change Order/Calendar Days- Final Completion.....	September 15, 2010
Net Increase Resulting from This Change Order/Calendar Days.....	0
Current Contract Time including this Change Order/Calendar Days-Final Completion.....	September 15, 2010

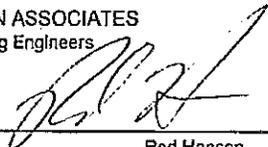
The Above Change Order Accepted:

Robert Woehler & Sons Construction
Contractor

By: _____

Date: _____

OLSSON ASSOCIATES
Consulting Engineers

By: 
Rod Hanson

Date: 9-28-10

The Above Change Order Approved:

City of Wayne
Owner

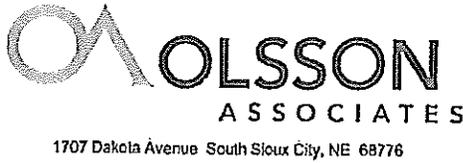
By: _____

Date: _____

MUHS ACRES WATER MAIN EXTENSION
 WAYNE, NEBRASKA
 ROBERT WOEHLE & SONS CONSTRUCTION

Change Order #2 Final
 OA Project No. 007-1652
 10/5/10

NO.	ITEM	UNITS	PLAN QUANTITY	FINAL QUANTITY	ADD / (DEDUCT)	UNIT PRICE	TOTAL PRICE
	BID SECTION "A"						
11	1" Water Service Tubing, P.E. Pipe	LF	904	999	95	\$8.00	\$760.00
12	Remove & Replace 6" Concrete Driveway	SY	149	196	47	\$40.00	\$1,880.00
13	Crushed Rock Surfacing	TON	27	99	72	\$30.00	\$2,160.00
14	Gravel Surfacing	TON	239	98	(141)	\$15.00	(\$2,115.00)
	TOTAL BID SECTION "A"						\$2,685.00
	BID SECTION "B"						
7	Crushed Rock Surfacing	TON	30	26	(4)	\$30.00	(\$120.00)
	TOTAL BID SECTION "B"						(\$120.00)
	TOTAL						\$2,565.00



CERTIFICATE OF PAYMENT NO. 6 FINAL

Date of Issuance: October 5, 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: \$131,007.00

Original Contract Cost: \$128,442.00
 Approved Change Orders:
 No. 1 \$0.00
 No. 2 \$2,565.00
 No. -
 No. -
 No. -
 Total Contract Cost: \$131,007.00

Value of completed work and materials stored \$131,007.00
 Less retained percentage (0%) \$0.00
 Net amount due including this estimate \$131,007.00

Less: Estimates previously approved:

No. 1 \$38,526.37	No. 6 \$0.00
No. 2 \$20,944.95	No. 7 \$0.00
No. 3 \$18,173.71	No. 8 \$0.00
No. 4 \$14,968.55	No. 9 \$0.00
No. 5 \$18,181.18	No. 10 \$0.00

Total Previous Estimates: \$110,794.76

NET AMOUNT DUE THIS ESTIMATE: \$20,212.24

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

By OLSSON ASSOCIATES

Muhs Acres Water Main Extension
Wayne, Nebraska
007-1652
Robert Woehler & Sons Construction, Inc.

PAY ESTIMATE NO. 6 FINAL
10-5-10

No.	Bid Section "A"	Description	Unit	Plan Quantity	Unit Price \$	Contract Price \$	Total Amount Stored	Quantities Completed	Total Amount Stored + Completed	100% Due Contractor	0% Retainage	Amt. Paid Prov. Est.	Total Due This Est.
1		Mobilization	LS	1	\$4,000.00	\$4,000.00		1	\$4,000.00	\$4,000.00	\$0.00	\$3,600.00	\$400.00
2		Traffic Control & Temporary Access	LS	1	\$1,000.00	\$1,000.00		1	\$1,000.00	\$1,000.00	\$0.00	\$900.00	\$100.00
3		12" PVC Water Main-C909	LF	1075	\$18.00	\$19,350.00		1075	\$19,350.00	\$19,350.00	\$0.00	\$17,415.00	\$1,935.00
4		8" PVC Water Main-C909	LF	1275	\$12.50	\$15,937.50		1275	\$15,937.50	\$15,937.50	\$0.00	\$14,343.75	\$1,593.75
5		12" M.J. Gate Valve w/ Box	EA	1	\$2,000.00	\$2,000.00		1	\$2,000.00	\$2,000.00	\$0.00	\$1,800.00	\$200.00
6		8" M.J. Gate Valve w/ Box	EA	2	\$1,200.00	\$2,400.00		2	\$2,400.00	\$2,400.00	\$0.00	\$2,160.00	\$240.00
7		Ductile Iron Fittings	LB	1723	\$2.50	\$4,307.50		1723	\$4,307.50	\$4,307.50	\$0.00	\$3,876.75	\$430.75
8		Flre Hydrant Assembly	EA	5	\$2,750.00	\$13,750.00		5	\$13,750.00	\$13,750.00	\$0.00	\$12,375.00	\$1,375.00
9		Blow Off Hydrant Assembly	EA	1	\$1,500.00	\$1,500.00		1	\$1,500.00	\$1,500.00	\$0.00	\$1,350.00	\$150.00
10		1" Water Service Connection	EA	21	\$400.00	\$8,400.00		21	\$8,400.00	\$8,400.00	\$0.00	\$7,121.95	\$1,278.05
11		1" Water Service Tubing, P.E. Pipe	LF	904	\$8.00	\$7,232.00		999	\$7,992.00	\$7,992.00	\$0.00	\$5,822.10	\$2,169.90
12		Remove & Replace 8" Concrete Driveway	SY	149	\$40.00	\$5,960.00		196	\$7,840.00	\$7,840.00	\$0.00	\$7,056.00	\$784.00
13		Crushed Rock Surfacing	TON	27	\$30.00	\$810.00		99	\$2,970.00	\$2,970.00	\$0.00	\$0.00	\$2,970.00
14		Gravel Surfacing	TON	239	\$15.00	\$3,585.00		98	\$1,470.00	\$1,470.00	\$0.00	\$1,323.00	\$147.00
15		Remove & Replace 8" Corrugated HDPE Culvert	LF	28	\$20.00	\$560.00		28	\$560.00	\$560.00	\$0.00	\$504.00	\$56.00
16		Erosion Control	LS	1	\$1,000.00	\$1,000.00		1	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
17		Type 'B' Seeding (Residential)	AC	0.4	\$2,000.00	\$800.00		0.4	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00
18		Type 'B' Seeding (Rural)	AC	0.1	\$500.00	\$50.00		0.1	\$50.00	\$50.00	\$0.00	\$45.00	\$5.00
		Total Base Bid Section "A" (Items 1-18)				\$92,642.00	\$0.00		\$95,327.00	\$95,327.00	\$0.00	\$79,692.55	\$15,634.45
		Bid Section "B"											
1		Mobilization	LS	1	\$2,000.00	\$2,000.00		1	\$2,000.00	\$2,000.00	\$0.00	\$1,800.00	\$200.00
2		Traffic Control & Temporary Access	LS	1	\$1,000.00	\$1,000.00		1	\$1,000.00	\$1,000.00	\$0.00	\$900.00	\$100.00
3		12" PVC Water Main-C909	LF	1300	\$18.00	\$23,400.00		1300	\$23,400.00	\$23,400.00	\$0.00	\$21,060.00	\$2,340.00
4		12" Gate Valve	EA	1	\$2,000.00	\$2,000.00		1	\$2,000.00	\$2,000.00	\$0.00	\$1,800.00	\$200.00
5		Ductile Iron Fittings	LB	528	\$2.50	\$1,320.00		528	\$1,320.00	\$1,320.00	\$0.00	\$1,078.20	\$241.80
6		Wet Cut-In	EA	2	\$500.00	\$1,000.00		2	\$1,000.00	\$1,000.00	\$0.00	\$450.00	\$550.00
7		Crushed Rock Surfacing	TON	30	\$30.00	\$900.00		26	\$780.00	\$780.00	\$0.00	\$702.00	\$78.00
8		Gravel Surfacing	TON	152	\$15.00	\$2,280.00		152	\$2,280.00	\$2,280.00	\$0.00	\$2,052.00	\$228.00
9		Erosion Control	LS	1	\$1,000.00	\$1,000.00		1	\$1,000.00	\$1,000.00	\$0.00	\$900.00	\$100.00
10		Type 'B' Seeding (Rural)	AC	0.2	\$2,000.00	\$400.00		0.2	\$400.00	\$400.00	\$0.00	\$360.00	\$40.00
11		Abandon Meter Pit	EA	1	\$500.00	\$500.00		1	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00
		Total Base Bid Section "B" (Items 1-11)				\$35,800.00	\$0.00		\$35,800.00	\$35,800.00	\$0.00	\$31,102.20	\$4,697.80
		Total Base Bid Section "A" & "B"				\$128,442.00	\$0.00		\$131,107.00	\$131,107.00	\$0.00	\$110,794.75	\$20,312.25

APPLICATION FOR PAYMENT NO. 1

To: City of Wayne, Nebraska
 From: ME Collins Contracting Co., Inc.
 Contract For: 2010 Wayne Sidewalk Replacment
 ENGINEER's Project No. 90836
 For Work accomplished through the date of: September 22, 2010

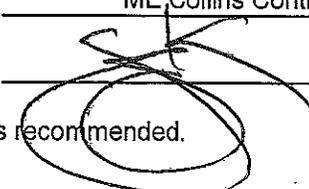
1. Original Contract Price:	\$ 624,616.70
2. Net change by Change Orders and Written Amendments (+ or -):	\$ -
3. Current Contract Price (1 plus 2):	\$ 624,616.70
4. Total completed and stored to date:	\$ 141,071.90
5. Percent of Project Completed <u>23%</u>	
6. Retainage (per agreement):	
<u>10%</u> of completed Work and Stored Materials:	<u>\$ 14,107.19</u>
(10% of the first 50% of work completed & stored)	
Total Retainage:	\$ 14,107.19
7. Total completed and stored to date less retainage (4 minus 6):	\$ 126,964.71
8. Less previous Application for Payments:	\$ -
9. DUE THIS APPLICATION (7 MINUS 8):	\$ 126,964.71

Accompanying Documentation:

CONTRACTOR'S Certification:

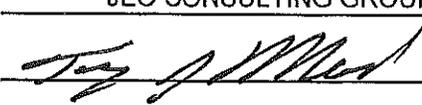
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 9/24/10

By: ME Collins Contracting Co., Inc.


Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 9-23-10

By: JEO CONSULTING GROUP, INC.


APPLICATION APPROVED BY: City of Wayne, Nebraska

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

CONTRACTOR'S PROGRESS ESTIMATE

Owner: City of Bloomfield, Nebraska

Date: 9/22/10

Project: 2010 Wayne Sidewalk Replacement

Estimate No.: 1

Contractor: ME Collins Contracting Co., Inc.

JEO Project No.: 090836

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	QTY TO DATE	UNIT PRICE	TOTAL
GROUP "A" - REMOVALS						
1	1	LS	Mobilization	1	\$24,700.00	\$24,700.00
2	27,281	SF	Remove Sidewalk	3967	\$2.20	\$8,727.40
3	388	SY	Remove Driveway Paving	236	\$10.00	\$2,360.00
4	124	SY	Remove Pavement	76	\$10.00	\$760.00
5	931	SY	Remove Pavement & Salvage Brick	415	\$16.00	\$6,640.00
6	473	LF	Remove Concrete Curb and Gutter	263	\$6.00	\$1,578.00
7	204	SY	Remove Alley Paving	30	\$14.00	\$420.00
8	8	EA	Remove & Reset Sign and Post		\$100.00	\$0.00
9	1	LS	Remove Step & Planters		\$700.00	\$0.00
10	118	SF	Remove & Salvage Brick	27	\$4.00	\$108.00
11	15	LF	Remove Trench Drain		\$10.00	\$0.00
12	12	EA	Remove Tree	3	\$300.00	\$900.00
13	4	EA	Remove Inlet		\$400.00	\$0.00
14	1	EA	Remove Junction Box		\$500.00	\$0.00
15	1	EA	Remove Existing Concrete Ramp Structure		\$3,000.00	\$0.00
16	8	LF	Remove Steps		\$50.00	\$0.00
17	1	EA	Remove Existing Concrete Stoop Structure		\$600.00	\$0.00
18	1	EA	Remove Existing Wood Ramp Structure		\$300.00	\$0.00
19	1	EA	Remove Manhole Ring and Cover		\$200.00	\$0.00
20	3	CY	Place Flowable Fill		\$165.00	\$0.00
TOTAL GROUP "A" - REMOVALS						\$46,193.40
GROUP "B" - SIDEWALK/PAVING IMPROVEMENTS						
1	25,382	SF	Build 5" Concrete Sidewalk	2109	\$4.80	\$10,123.20
2	1,094	SY	Build 8" PCC Pavement w/Integral Curb & Gutter	573	\$47.00	\$26,931.00
3	389	SY	Build 8" PC Concrete Driveway Pavement	222	\$47.00	\$10,434.00
4	208	SY	Build 8" PC Concrete Alley Pavement		\$50.00	\$0.00
5	510	LF	Remove and Replace Concrete Curb and Gutter	27	\$30.00	\$810.00
6	143	SY	Build Brick Paving w/Salvaged Brick		\$80.00	\$0.00
7	1	EA	Ramp/Wall/Handrail Structures - "A" 3/D1.1		\$4,955.00	\$0.00

8	1	EA	Ramp/Wall/Handrail Structures – "B" 4/D1.1		\$4,480.00	\$0.00
9	1	EA	Ramp/Wall/Handrail Structures – "C" 6/D1.1		\$5,789.00	\$0.00
10	1	EA	Ramp/Wall/Handrail Structures – "D" 7/D1.1		\$8,799.00	\$0.00
11	1	EA	Ramp/Wall/Handrail Structures – "E" 8/D1.1		\$1,785.00	\$0.00
12	1	EA	Ramp/Wall/Handrail Structures – "F" 9/D1.1		\$10,810.00	\$0.00
13	1	EA	Ramp/Wall/Handrail Structures – "G" 10/D1.1		\$6,050.00	\$0.00
14	1	EA	Ramp/Wall/Handrail Structures – "H" 11/D1.1		\$17,899.00	\$0.00
15	1	EA	Ramp/Wall/Handrail Structures – "I" 1/D1.2		\$2,618.00	\$0.00
16	1	EA	Ramp/Wall/Handrail Structures – "J" 2/D1.2		\$4,182.00	\$0.00
17	1	EA	Ramp/Wall/Handrail Structures – "K" 3/D1.2		\$4,481.00	\$0.00
18	1	EA	Ramp/Wall/Handrail Structures – "L" 4/D1.2		\$1,505.00	\$0.00
19	1	EA	Ramp/Wall/Handrail Structures – "M" 5/D1.2		\$4,252.00	\$0.00
20	2	EA	Adjust Manholes to Grade		\$270.00	\$0.00
21	3	EA	Adjust Gas Valve Box to Grade		\$180.00	\$0.00
22	13	EA	Adjust Curb Stop to Grade		\$180.00	\$0.00
23	2	EA	Adjust Electrical Box to Grade		\$687.00	\$0.00
24	1,379	SY	Subgrade Preparation (12")	573	\$2.10	\$1,203.30
25	3,704	SY	Subgrade Modification (12" Depth)	464	\$20.00	\$9,280.00
26	227	LF	Build Barrier Curb		\$31.00	\$0.00
27	24	EA	Build Curb Ramp with Truncated Dome Panels	2	\$718.00	\$1,436.00
28	201	EA	Drill and Grout Tie Bars	148	\$8.00	\$1,184.00
29	8	EA	Structural Stoop		\$802.00	\$0.00
30	16	LF	Build Trench Drain		\$63.00	\$0.00
31	1	EA	Remove and Rebuild Curb Inlet Box Lid		\$1,583.00	\$0.00
32	1	EA	Build Drop Curb Grate Inlet (reuse existing grate)		\$2,518.00	\$0.00
33	1	EA	Build Curb Inlet Y=4', A=4'-0"		\$2,684.00	\$0.00
34	1	EA	Build Curb Inlet Y=12', A=4'-0"		\$3,448.00	\$0.00
35	1	EA	Build Curb Inlet Y=6', A=2'-8"		\$3,066.00	\$0.00
36	494	LF	Build 12" RCP Storm Sewer		\$30.00	\$0.00
37	4	VF	Build 48" Storm Sewer Manhole		\$515.00	\$0.00
38	1	EA	Manhole Ring and Cover		\$662.00	\$0.00
39	5	EA	Plug and Abandon Existing Storm Sewer		\$352.00	\$0.00
TOTAL GROUP "B" - SIDEWALK/PAVING IMPROVEMENTS						\$61,401.50

GROUP "C" - ELECTRICAL CONDUIT						
1	1,920	LF	Install 1-1/4" PVC Conduit Schedule 40 (Trenched)	83	\$2.60	\$215.80
2	525	LF	Install 1-1/4" PVC Conduit Schedule 80 (Trenched)	84	\$2.80	\$235.20
3	108	LF	Install 1-1/4" PVC Conduit Schedule 80 (Bored)		\$9.00	\$0.00
4	11	EA	1-1/4" PVC Cap	2	\$14.00	\$28.00
5	2	EA	Connect to Existing Pull Box		\$40.00	\$0.00
6	3	EA	Connect to Existing Conduit		\$40.00	\$0.00
TOTAL GROUP "C" - ELECTRICAL CONDUIT						\$479.00
GROUP "D" - WATER MAIN						
1	424	LF	Install 8" PVC C900 Water Main	424	\$29.00	\$12,296.00
2	2	EA	Cap and Abandon Existing 8" Water Main		\$700.00	\$0.00
3	24	LF	Install 6" PVC C900 Water Main		\$30.00	\$0.00
4	1	EA	Cap and Abandon Existing 6" Water Main		\$700.00	\$0.00
5	28	LF	Install 4" PVC C900 Water Main		\$30.00	\$0.00
6	1	EA	Cap and Abandon Existing 4" Water Main		\$697.00	\$0.00
7	2	EA	Install 8" 45 Degree Bend	2	\$328.00	\$656.00
8	2	EA	Install 8" 90 Degree Bend	2	\$338.00	\$676.00
9	1	EA	Install 8"x4" Tee		\$378.00	\$0.00
10	3	EA	Install 8"x6" Tee	2	\$414.00	\$828.00
11	2	EA	Install 6" 45 Degree Bend		\$216.00	\$0.00
12	2	EA	Install 4" 90 Degree Bend		\$198.00	\$0.00
13	1	EA	Install 8" Gate Valve & Box	1	\$1,351.00	\$1,351.00
14	1	EA	Install 6" Gate Valve & Box		\$967.00	\$0.00
15	1	EA	Install 4" Gate Valve & Box		\$888.00	\$0.00
16	1	EA	Install 8" Bolted Flex Coupling	1	\$359.00	\$359.00
17	1	EA	Install 6" Bolted Flex Coupling		\$315.00	\$0.00
18	1	EA	Install 4" Bolted Flex Coupling		\$207.00	\$0.00
19	5	EA	Install 1" Corp Stop w/ Saddle	5	\$327.00	\$1,635.00
20	5	EA	Install 1" Curb Stop & Box	5	\$273.00	\$1,365.00
21	169	LF	Install 1" PE Service Line	251	\$20.00	\$5,020.00
22	5	EA	Connect to existing service line	6	\$80.00	\$480.00
23	2	EA	Install 3-Way Fire Hydrant w/Auxiliary Valve	2	\$3,817.00	\$7,634.00
24	2	EA	Remove & Salvage Existing Hydrant	2	\$349.00	\$698.00
SUBTOTAL GROUP "D" - WATER MAIN						\$32,998.00
TOTAL BASE BID						\$141,071.90



U. S. Department
of Transportation
Federal Aviation
Administration

CONSTRUCTION PROGRESS AND INSPECTION REPORT
AIRPORT GRANT PROGRAM

Period Ending
09-25-10

Project Number
3-31-0086-11/12

Airport Name
Wayne Municipal Airport

Project Description
**Whitetop Runway 18/36, TW to 36, & RW
18 Turnaround; Reconstruct Runway 5/23,
TW to RW 5, RW 23 Turnaround and
Apron**

Contractor's Name
Dobson Brothers Construction Company

1. Rough Estimate of Percent Completion to Date of Construction Phases
(Include items such as clearing, grading, drainage, base, surface, lighting, etc.)

Overall Project
Mob= 25% Clearing= 0% Erosion Control= 0%
Grading= 0% Electrical = 0%
Removals= 10% Drainage= 0%

2. Work Completed or in Progress this period

Dobson spent Tuesday through Thursday routing cracks on Runway 18/36 and sealed on Friday. Cracks on the east half of Runway 18/36, south of 5/23, will be routed and sealed at a later date, due to construction traffic. Runway 5/23 (Phase II) was closed Thursday morning and Dustrol began full depth milling that afternoon and continued through Friday.

3. Brief Weather Summary This Period Including Approximate Rainfall and Periods of Below Freezing Temperature
(On earthwork jobs include soil conditions)

Monday:	Low: Low 50's; High: Low 90's and windy	(1 Working Day – Ph. I)
Tuesday:	Low: Upper 50's; High: Upper 70's, P. Cloudy	(1 Working Day – Ph. I)
Wednesday:	Low: Mid 50's; High: Upper 80's, P. Cloudy	(1 Working Day – Ph. I)
Thursday:	Low: Mid 50's; High: Upper 70's, Rain through 2 p.m.	(0 Working Day)
Friday:	Low: Upper 40's; High: Low 70's Clear	(1 Working Day – Ph. II)

4. Contract Time
Phase 1: 50 WD
Phase 2: 30 WD
Phase 3: 100 WD
Phase 4: 60 WD

No Days Charged To Date:	Last Working Day Charged (Date):
Phase 1: 11 WD Phase 2: 01 WD Phase 3: 0WD Phase 4: 0WD	09-24-10

5. Summary of Laboratory and Field Testing This Period (Note failing tests and any retests. Summarize out-of-tolerance material. Identify material subject to pay reduction.)

None to date.

6. Describe Anticipated Work by Contractor for Next Period

Dobson to continue crack repair and prepping for whitetopping towards the end of the week (possibly the following Monday). Dustrol will continue milling in Phase II and Tyson is anticipated to begin grading in Phase II as well.

7. Problem Areas/Other Comments (Revisions to plans and specifications approved or denied, delays, difficulties, etc. and actions taken.)

None to date

SPONSOR'S INSPECTOR OR REPRESENTATIVE

Date
09-28-10

Typed of Printed Name and Title
Curtis Christianson, Professional Engineer

Signature

Original Signed By Curtis Christianson