

**AGENDA
CITY COUNCIL MEETING
November 16, 2010**

5:30 Call to Order

1. [Approval of Minutes – November 2, 2010](#)

2. [Approval of Claims](#)

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

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

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

3. [Action on Request for Change Order From M.E. Collins Contracting Co., Inc., to Extend Contract End Date and Change in Ramp Design for the Downtown Sidewalk Project](#)

Background: Work on the project is progressing well. No detailed information has been received at this time regarding the request for extension of the completion date.

4. [Action on a Recommendation from the Citizens Economic Development Advisory Committee for an LB840 Economic Development Loan in the Amount of \\$10,000 \(0% Loan for 10 years\) for Wayne Music Boosters to Assist with Purchasing New Band Uniforms for the Wayne High School Band](#)

Background: The request submitted to the Committee was for a \$20,000 grant to help complete an \$85,000 fundraising project. The band is active out of town at state and regional events, and the Boosters feel the band's presence and success is promotion for the quality of the school and community and qualifies for some of the economic development criteria included in the LB840 economic development plan adopted by the voters.

Recommendation: The recommendation of the Committee was to offer a 0% loan of \$10,000 to help cash flow the purchase of the uniforms.

5. [Action on Annual Renewal Maintenance Agreement with the Nebraska Department of Roads](#)

Background: The Nebraska Department of Roads uses a standard form Maintenance Agreement with all of the Nebraska towns that have state highways within the city limits. A copy of that Agreement is attached. The Agreement states that NDOR will construct highways as needed and will maintain them but charge

the City a fixed fee per lane mile each year for the maintenance. The City also agrees to do snow removal, mow and maintain the ditches, and paint those urban traffic markings on the street that are specific to city streets.

Recommendation: This has proven to be a very good financial deal for cities, and the recommendation of the Street Superintendent and City Administrator is to approve the agreement.

6. Appointments:

Lou Wiltse to the LB840 Citizens Economic Development Advisory Committee
(Replacing Traci Bruckner)

Reappointment of Rod Garwood and Byron Heier to the Recreation-Leisure Services
Commission

Jane Collier to the Recreation-Leisure Services Commission (Replacing Bob
Keating)

7. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Library Board Minutes – October 5, 2010](#)

[Planning Commission Minutes – September 13, 2010](#)

November 2, 2010

The Wayne City Council met in regular session at City Hall on Tuesday, November 2, 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, Dale Alexander, Kaki Ley, and Ken Chamberlain; City Attorney Kyle Dahl; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Brian Frevert, Doug Sturm, and Kathy Berry.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 21, 2010, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Ley made a motion and seconded by Councilmember Chamberlain, whereas the Clerk has prepared copies of the Minutes of the meeting of October 19, 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:

VARIOUS FUNDS: 4IMPRINT, SU, 993.82; AMERITAS, SE, 2168.38; APPEARA, SE, 25.56; ARNIE'S FORD-MERCURY, SE, 409.40; BANK FIRST, FE, 195.00; CITY EMPLOYEE, RE, 13.37; CITY EMPLOYEE, RE, 75.40; BLACK HILLS ENERGY, SE, 87.68; BROWN SUPPLY, SU, 331.31; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, RE, 22.04; CITY OF WAYNE, RE, 20.00; CITY OF WAYNE, RE, 15.00; CITY OF WAYNE, RE, 164.66; COMMUNITY HEALTH, RE, 4.00; DALE VITITO, SU, 47.94; DEMCO, SU, 111.51; ECHO GROUP, SU, 482.75; ED M FELD EQUIPMENT, SU, 405.00; ENDURANCE POWER PRODUCTS, SU, 510.74; FIRST CONCORD GROUP, SE, 3824.78; FLOOR MAINTENANCE, SU 255.16; FORT DEARBORN LIFE, SE, 106.64; GALE GROUP,

SU, 2399.00; GANA TRUCKING & EXCAVATION, SE, 2295.07; GAYLORD BROS, SU, 101.40; GERHOLD CONCRETE, SU, 93.00; GP GFOA, FE, 85.00; H.K. SCHOLZ COMPANY, SE, 11987.43; HD SUPPLY WATERWORKS, SU, 2693.61; HDR ENGINEERING, FE, 280.00; HOLIDAY INN "MIDTOWN", SE, 219.90; HYDRAULIC EQUIPMENT, SE, 3233.42; ICMA, SE, 5481.85; IRS, TX, 18592.39; KRIZ-DAVIS, SU, 6722.49; KTCH, SE, 80.00; CITY EMPLOYEE, RE, 58.40; MAIN STREET AUTO CARE, SE, 80.00; CITY EMPLOYEE, RE, 72.29; MERIT MECHANICAL, SE, 2585.73; MICHAEL TODD & CO, SU, 438.11; NE DEPT OF REVENUE, TX, 2756.75; NE RURAL WATER, FE, 120.00; NMC, SU, 37.52; NORFOLK DAILY NEWS, SE, 30.87; N.E. NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 2750.96; PETERSON INDUSTRIAL ENGINE, SE, 9642.27; CITY EMPLOYEE, RE, 417.76; PROVIDENCE MEDICAL, RE, 1634.00; QWEST, SE, 428.26; QWEST, SE, 214.89; STATE NATIONAL BANK, RE, 99.76; TAYLOR RACELY, SE, 1175.00; UNITED WAY, RE, 31.22; VERIZON, SE, 260.09; VIAERO, SE, 135.57; WAYNE GRAIN & FEED, SE, 14.00; APPEARA, SE, 73.16; AS CENTRAL SERVICES, SE, 448.00; BAIRD, HOLM, McEACHEN, SE, 6510.50; CHARTWELLS, SE, 5507.95; CITY OF NORFOLK, SE, 134.60; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, RE, 10.00; COMFORT INN, SE, 196.98; CORNHUSKER AUTO CENTER, SU, 20400.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DUGAN BUSINESS FORMS, SU, 972.50; EASYPERMIT POSTAGE, SU, 1167.97; ECHO GROUP, SU, 482.13; EISCHEID ARTIFICIAL RAIN, SE, 90.00; FLOOR MAINTENANCE, SE, 108.16; FREDRICKSON OIL, SU, 688.00; GARLOCK EQUIPMENT, SU, 37461.00; GERHOLD CONCRETE, SU, 15.99; GILL HAULING, SE, 133.00; HAUFF MID-AMERICAN SPORTS, SU, 35.00; HEIKES AUTOMOTIVE, SE, 69.23; HOLIDAY INN-DOWNTOWN, SE, 751.70; INNOVATIVE LABORATORY, SU, 1217.50; JASON CAROLLO, SE, 140.00; JEO CONSULTING GROUP, SE, 28055.19; KNIFE RIVER, SE, 639.03; KRIZ-DAVIS, SU, 527.18; MIDWEST OFFICE AUTOMATION, SE, 944.99; MIKE TOWNE, SE, 1100.00; MUNICIPAL SUPPLY, SU, 1015.63; NE DEPT OF ENVIRONMENTAL, FE, 150.00; NE PUBLIC HEALTH, SU, 327.00; NE SALT & GRAIN, SU, 5314.65; O'KEEFE ELEVATOR, SE, 2173.00; OLSSON ASSOCIATES, SE, 3095.30; OPTIMUM DATA, SU, 11140.00; PAC N SAVE, SU, 22.53; CITY OF WAYNE, RE, 13.69; PIEPER, MILLER & DAHL, SE, 4731.50; REPCO MARKETING, SU, 46.50; ROSE EQUIPMENT, SU, 1305.00; SPANN AUTO, SE, 440.80; STALP GRAVEL, SU, 774.87; STANLEY SECURITY SOLUTION, SU, 529.36; STATE NATIONAL BANK, RE, 9861.25; UPSTART, SU, 63.56; UTILITIES SECTION, FE, 585.00; VAN DIEST SUPPLY, SU, 61.75; VERIZON, SE, 121.34; W.T. COX SUBSCRIPTIONS, SU, 2482.31; WAED, RE, 6383.33; WAYNE COUNTY CLERK, SE, 47.00; WAYNE COUNTY COURT, RE, 650.50; WAYNE HERALD, SU, 88.00; WAYNE STATER, SE, 12.00; WAYNE VETERINARY CLINIC, SE, 210.00

Councilmember Chamberlain made a motion and seconded by Councilmember Van Delden 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.

A pay request in the amount of \$92,137.50 was submitted by Eriksen Construction Company for work completed on the Wastewater Treatment Plant Project. The Project Engineer has reviewed the pay request and recommends approval of the same.

Councilmember Chamberlain made a motion and seconded by Councilmember Ley approving Application for Payment No. 3 for Eriksen Construction Company, Inc., in the amount of \$92,137.50 for the 2009-2010 Wastewater Treatment Facility Improvements, Phase 1 Project. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated the high creek flows this past spring did damage to two areas on the City's side of the Logan Creek bank that were already slowly deteriorating. The most damage was to our stormwater outfall in Boy Scout Park at the south end of Nebraska Street. Olsson Associates has prepared an engineering proposal for repairs to the two sites — Location 1 - \$4,300, and Location 2 - \$6,100.

Councilmember Ley introduced Resolution No. 2010-90 and moved for its approval; Councilmember Chamberlain seconded.

RESOLUTION NO. 2010-90

A RESOLUTION APPROVING ENGINEERING AGREEMENT WITH OLSSON ASSOCIATES FOR REPAIRS TO THE STREAM BANK AND DRAIN OUTLETS ON LOGAN CREEK.

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

Mayor Shelton declared the time was at hand for the public hearing to consider the Planning Commission's recommendation on a Request for a Use by Exception Permit, specifically Section 90-424(17) Vehicle Towing Service of the B-3 Neighborhood Commercial Zoning District of the Wayne Municipal Code. The applicant, Main Street Auto Care, LLC, wishes to operate a vehicle towing service at 614 Main Street.

Joel Hansen, Zoning Administrator, stated the Planning Commission held a public hearing on this matter and recommended approval of the Use by Exception request under Sec. 90-424(17) in the B-3 Neighborhood Commercial District for Main Street Auto Care, LLC, to operate a vehicle towing service at 614 Main Street, LLC, with the condition being that a fence of six feet high be built to obscure the wrecked vehicles, and subject to the following "Findings of Fact":

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

Mr. Hansen stated the applicant is not planning on putting up a fence because they do not intend to store wrecked vehicles at this site. However, since this exception goes with the property and not the owner, should they or another owner in the future decide to store wrecked vehicles at this site, the fence would be a requirement.

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 Chamberlain introduced Resolution No. 2010-88 and moved for its approval, which includes the requirement that a 6' high fence be built to obscure wrecked vehicles at such time as wrecked vehicles are stored at this location; Councilmember Alexander seconded.

RESOLUTION NO. 2010-88

A RESOLUTION APPROVING THE APPLICATION FOR ZONING USE BY EXCEPTION PERMIT TO OPERATE A VEHICLE TOWING SERVICE IN A B-3 NEIGHBORHOOD COMMERCIAL ZONING DISTRICT (614 MAIN STREET).

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 Ley approving Application for Payment No. 2 for M.E. Collins Contracting Co., Inc., in the amount of \$150,290.01 for the 2010 Wayne Sidewalk Replacement Project. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Shelton stated the next item on the agenda was the request from M.E. Collins Construction Company to extend their contract end date of November 1, 2010, which was tabled from the last meeting. No information was received from M.E. Collins prior to the meeting to help the Council in making their decision.

Jerry Kabourek, Vice President of M.E. Collins, was present to speak to Council. He had not prepared anything for this meeting. If the Council wants something prepared, he can do so and present it at the next meeting.

Councilmember Ley made a motion and seconded by Councilmember Chamberlain to table action on the request of M.E. Collins Construction to extend the contract end date on the 2010 Downtown Sidewalk Improvement Project until the November 16th meeting. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Shelton declared the time was at hand for the public hearing to consider the Planning Commission's recommendation on a Request for a Use by Exception Permit, specifically Section 90-144(8) Wind Generating System of the A-2 Agricultural Residential Zoning District of the Wayne Municipal Code. The applicant, Brian Bowers, wishes to use the ground to construct a two-tower windmill energy project. The location would be 812 Pheasant Run Road.

Councilmember Berry arrived at the meeting.

Joel Hansen, Zoning Administrator, stated the Planning Commission held a public hearing on this matter and recommended approval of the Use by Exception request under Sec. 90-144(8) in the A-2 Agricultural Residential Zoning District for Brian Bowers to use the ground to construct a two-tower windmill energy project, with the following conditions:

1. Setbacks to follow state regulations;
2. The wind turbines will not exceed 50 dBA at the nearest structure occupied by humans;
3. All turbines or towers shall be a solid color, either white, grey, or tan and finishes shall be matte or non-reflective;
4. Only regulatory signage is allowed; and

5. Decommissioning plan must be approved by the City Council;

and subject to the following "Findings of Fact":

- Staff's recommendation; and
- Consistency with the comprehensive plan, and the current and future land use map.

Mr. Hansen then presented staff recommendations. His concern at the Planning Commission meeting was that there was too much emphasis put on the specific project rather than the property in general. It's important to remember that the use by exception goes with the property and not with the owner. The additional language he was recommending came from information he received at the Nebraska Planning & Zoning Organization's annual meeting he attended last winter. That additional language is as follows:

1. Setbacks to follow State Regulations and keep all ice shatter zones off of adjoining properties;
2. The wind turbines will not exceed 50 dBA at the nearest or proposed structure occupied or to be occupied by humans;
3. All turbines or towers shall be a solid color, either white, grey, or tan, and finishes shall be matte or non-reflective;
4. All commercial/utility WECS (Wind Energy Conservation Systems) shall have a sign or signs posted on the tower, transformer, and substation, warning of high voltage. Other signs shall be posted on the turbine with emergency contact information. No other non-regulatory signage is allowed;
5. A WECS shall be considered a discontinued use after one year without energy production, unless a plan is developed and submitted to the Zoning Administrator outlining the steps and schedule for returning the WECS to service. All WECS and accessory facilities shall be removed from the site within 270 days. This period may be extended by the Zoning Administrator. Each commercial/utility WECS shall have a Decommissioning Plan outlining the anticipated means and cost of removing the WECS at the end of its serviceable life or upon being discontinued use. The Plan shall also identify the financial resources that will be available to pay for decommissioning and removal of the WECS and accessory facilities;
6. Clearance of rotor blades or airfoils must maintain a minimum of 12 feet of clearance between their lowest point and the ground;
7. All wind turbines, which are a part of a commercial/utility WECS, shall be installed with a tubular, monopole type tower;

8. Lighting, including lighting intensity and frequency of strobe, shall adhere to FAA requirements. Red or amber strobe lights shall be used during nighttime illumination. Red pulsating incandescent lights should be avoided;
9. All communications and feeder lines installed as part of a WECS shall be buried, when feasible. Feeder lines installed shall not be considered an essential service;
10. Solid and hazardous wastes, including but not limited to, crates, packaging materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable rules and regulations; and
11. The applicant shall be responsible for the immediate repair of damage to public drainage systems and roadways stemming from construction, operation, or maintenance of the WECS.

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

Brian and Amy Bowers were present to answer questions. They showed a diagram of where the turbines will be located. They initially had concerns about wind turbines and did some investigation. They are relieved to see the conditions being brought forward because it answers some of the questions they had.

Amy Miller, who purchased a 10.1 acre tract of land from Brian and Amy Bowers, spoke concerning the matter. She spoke against this at the Planning Commission meeting, and noted they are still of that position. They understood that the Planning Commission had to approve project based on the use by exception with certain conditions. In regard to one of the conditions that the Planning Commission approved (specifically No. 2), she would like the same amended to also include the language "proposed structures to be occupied by humans." It now just states "structures occupied by humans." The reason for this additional language is that they do not plan on building a home for another year or so.

Mike Garvin stated he supported this amendment. He noted the sentence could state "The wind turbines will not exceed 50 dBA at the nearest presently occupied structure and/or proposed structure occupied by humans."

Rod Johnson, United Farm and Ranch of Norfolk, manages the property for Hobart Jones who owns 40 acres directly to the west of Mr. Bowers' property also addressed the Council. He was at the meeting in a representing capacity and had no bias either way. He stated that Mr. Jones felt that there is potential long-term development out there and in his home state of Oregon, there have been several articles about the safety and health issues regarding wind turbines. Mr. Johnson thought Mr. Jones would like to have more dialogue. At this time, Mr. Jones would like to say that he is opposed to it, but he has an open mind and would like to be more informed about this decision.

Mike Garvin of Renais Energy was present to answer questions and promote the wind energy project. Mr. Garvin noted that the turbines will be located differently than shown on the diagram to conform to the ice shatter zones.

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 Ley introduced Resolution No. 2010-89 and moved for its approval; Councilmember Van Delden seconded.

RESOLUTION NO. 2010-89

A RESOLUTION APPROVING THE APPLICATION FOR ZONING USE BY EXCEPTION PERMIT TO CONSTRUCT A TWO-TOWER WINDMILL ENERGY PROJECT IN AN A-2 AGRICULTURAL RESIDENTIAL ZONING DISTRICT (812 PHEASANT RUN ROAD).

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

Ron Asche, President and CEO of Nebraska Public Power District spoke on the 2011 Wholesale Rate Increase. Jack Henderson, NPPD Account Manager for the City of Wayne, was also present. The increases since 2006 were needed to pay for three major items:

1. Investments in aging facilities and equipment (infrastructure);
2. Higher costs for coal and uranium used at the major power plants which increased by more than 40%; and
3. Higher costs for power NPPD must purchase from facilities they don't own.

About 60% of NPPD's energy is produced from coal, and about 25% by their nuclear plant. Coal prices have just about doubled in cost.

In addition, based upon the anticipated load growth they were seeing prior to the economic recession in 2008, they anticipated the need for more generation capacity than what they had, so they entered into an agreement with OPPD to buy 25% of the output from their new coal fired plant that they were building in Nebraska City. They issued about \$200,000,000 in debt to finance their share of that project, plus they have their share of the maintenance and operating expenses for that plant. That, along with increases in the cost of hydro power they get from WAPA, was the third key driver for increasing costs.

They will be recommending to the Board a 9.7% overall average increase in wholesale electric rates for 2011. Key drivers for that are:

- Energy prices for surplus energy that they sell into the market have come down dramatically in the last couple of years. NPPD must have enough generation capacity to serve their customers' maximum peak load, which typically occurs during the hot summer months when air conditioning and irrigation load is at its most. During the balance of the year when their customers are not using all of

their energy they can produce, they take that into the wholesale energy market and try and sell it and make a profit or a margin on that and then bring that profit or margin back to help offset their costs that they have to recover from their Nebraska customers. In 2009, NPPD was selling surplus energy into the market for between \$.045/kwh and \$.05/kwh. With the economic recession and the demand for energy nationally going down, and with natural gas prices going down which sets the market price for electric energy, in 2009 and 2010, they were only selling that energy for about \$.025 or \$.030/kwh, which is a significant reduction from what NPPD had been receiving in the 2007-2008 time period. All of that reduction in price for that off system sales was margin that they were making on the sales, and with that lost margin, they now have to recover more of their fixed costs from their Nebraska customers. That is a key driver for the increase in 2011.

- Another thing that is a key driver is that in 2009-2010, they deferred a major maintenance outage on one of their coal fired units to keep their rates down as much as they could in those years, but they are now in a situation where they need to go ahead and do that next year. They already had a scheduled maintenance outage at their nuclear plant for next year. Therefore, they will end up with two major power plant outages in the same year which is somewhat unusual.
- Finally, they are still seeing a little bit of an increase in fuel costs from what they had the previous year.

Those are the major drivers for the proposed rate increase in 2011.

NPPD is very cognizant of the need to keep their rates as low as possible for the economic benefit of all the customers they serve. Some of the cost reduction things they did were: cut outside services wherever they could; restructure some of their short-term debt; and eliminate travel and training expenses to the extent that they weren't necessary for the safety and reliability of their people and equipment. In addition, they did not give any pay raises to any employees in 2010.

As far as the future is concerned, a lot will depend upon what happens at the federal level from environmental legislation, etc., and what the Environmental Protection Agency may require of them in the future regarding other emissions, primarily from their coal fired plants.

NPPD's Board of Directors has adopted a goal to get 10% of their energy from renewable resources by the year 2020. NPPD's board recognizes that there is value in having some portion of their energy resource mix from renewable energy. You don't have some of the risk there from an environmental standpoint that you do with a coal fired plant, nor do you have any fuel costs like coal or uranium. Even though wind energy is not free, it does provide a cushion against rising fuel costs and potential environmental regulations that are primarily associated with coal plants.

Concerning the next agenda item, Attorney Kyle Dahl advised the Council that Renais Energy has contacted their firm regarding work for preparing an LLC for them. In the interest of full disclosure, they have disclosed to Renais that they represent the City. He recommended the Council make a formal waiver regarding the potential for a conflict of interest.

Councilmember Chamberlain made a motion and seconded by Councilmember Ley waiving the potential for a conflict of interest between the Law Firm of Pieper, Miller & Dahl and Renais Energy. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson reviewed the proposed Power Purchase Agreement with Renewable Energy Development, LLC or what now may be called IP-Wayne, LLC. He presented the revised Sec. 7 of the agreement. Staff has been working with Mr. Garvin to revise Sec. 7 which is "Price for Energy Output." Section 7 will read as follows:

"The City agrees to purchase from the seller (IP-Wayne, LLC) any Energy Output from the turbines for sale by the Seller at a base rate of \$0.050 per kWh, subject to annual review and subsequent change/true-up as agreed upon by both the City and the Seller. "True-up", for purposes of this agreement, is broadly considered to be the difference between base and actual proven avoided City costs. The subsequent year base rate shall be

calculated and established by increasing the current true-up rate by (percent NPPD rate increase for subsequent year minus one point below NPPD's annual rate increase). The annual carrying costs for under collection/overpayment by either Seller or the City shall be 2% for 2011 adjustments and calculated using Treasury Bill annual percent yield for the adjustment period thereafter and shall be paid with the adjustment amount. For the period following the 30-day period specified in Section 5(a)(2) until the Completion Date, Seller shall be responsible for payment of all fixed charges required under the Delivery Arrangements Agreement for the use of the grid, except as such delay is caused by City's negligence or its breach of, or default under, this Agreement or the Delivery Arrangements Agreement."

The goal staff is working towards is to have this cost be the same cost as NPPD's wholesale power mix.

Garry Poutre, Superintendent of Public Works & Utilities, stated through this process, we utilized the services of our Rate Consultant, Mike Towne with Western Consulting. Mr. Towne reviews our retail rates every year. When staff started working with Renais in trying to come up with a rate we would pay them for the energy we purchased from them, they wanted to see a base rate. The \$.05 referred to in Sec. 7 is that base rate. That is the rate we will pay them for all of the energy we purchase from them this year. We estimate we will be purchasing somewhere in the neighborhood of 5,000 or 5,500 mWh a year from them for about \$250,00 - \$270,000 worth of power purchase in a year's time. Our rate consultant has determined that our actual purchase power costs are going to be somewhere in the neighborhood of \$.04 and maybe even a little bit less than that. At the end of the year after we have purchased a year's worth of power, and we break it down and look at the cost we paid for that power during each season (winter and summer) and during the on and off peak periods during each season, that is when we will true-up. We will compare the true-up cost or actual cost to the cost that we paid Renais. We are expecting we will overpay Renais by possibly as much as

20%. They will pay us back including 2% interest. Council can look at this as if the City is going to loan them \$50,000 over a year's time at 2% interest, because we expect we will overpay them by that amount. Mr. Towne believes it could even be more than that.

Mayor Shelton clarified that the City will be paying extra during the year until we get to the end and we do the true-up. This would be a 20-year agreement.

Mr. Asche stated the reason Nebraska doesn't have a lot of wind tower farms is that we are a public power state and not eligible for any of the federal incentives or subsidies that other states have been able to receive for renewable energy projects. That is in the form of production tax credits which is equivalent to \$.02 per kwh which is very significant, or they can get 30% funding up front to pay for part of the capital costs of the project. That 30% is free money from the government. The other thing is that in Nebraska, we don't need the energy. We have plenty of generation capacity and resources right now to meet all of our customer needs and that is why both NPPD and OPPD have adopted some renewable goals, but it's a very slow process.

Mr. Garvin noted that in Iowa, it is an investor owned utility industry. Eighty percent of the monies put into the wind farms in Iowa never stayed in Iowa. He has promised Governor Heinemann that anything he does will stay in Nebraska, which is why they have the farmer-owned projects and investments in companies that are going to do the construction here.

Councilmember Chamberlain introduced Resolution No. 2010-87 and moved for its approval, subject to the proposed changes noted in Sec. 7 - Payment for Energy Output; Councilmember Van Delden seconded.

RESOLUTION NO. 2010-87

A RESOLUTION APPROVING POWER PURCHASE AGREEMENT WITH IP WAYNE, LLC (WAYNE INDUSTRIAL WIND PARK PROJECT).

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

Mayor Shelton stated it was not specifically stated in the motion approving the Resolution for the use by exception permit for Brian Bowers to include the conditions recommended by the Zoning Administrator.

Councilmember Ley amended her motion approving Resolution 2010-89 subject to the conditions recommended by the Zoning Administrator, including the change regarding proposed structures as well as existing structures in No. 2 of those conditions; Councilmember Van Delden seconded. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Alexander 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 7:20 p.m.

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CLAIMS LISTING NOVEMBER 16, 2010

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,170.03
APPEARA	LINEN & MAT SERVICE	72.25
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	195.00
BARONE SECURITY SYSTEMS	FH- FIRE INSPECTION	69.96
CITY EMPLOYEE	HEALTH REIMBURSEMENT	119.55
CITY EMPLOYEE	HEALTH REIMBURSEMENT	452.56
BOMGAARS	ICE MELT/BOLTS/PLUG/SAFETY SHOES	1,194.38
BROWN SUPPLY CO	LIGHT/STROBE BAR/HYDRANT OIL	844.38
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	650.00
CITY OF WAYNE	DRIVEWAY DEPOSIT PERMIT REFUND	500.00
CITY OF WAYNE	PAYROLL	59,481.51
CITY OF WAYNE	UTILITY DEPOSIT REFUNDS	521.28
CITY EMPLOYEE	HEALTH REIMBURSEMENT	22.96
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING	1,116.62
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	117.00
DGR & ASSOCIATES CO	PROFESSIONAL SERVICES	56.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	183.34
CITY EMPLOYEE	HEALTH REIMBURSEMENT	64.76
DUTTON-LAINSON COMPANY	COILS	104.24
ECHO GROUP INC JESCO	ELECTRICAL CODE DIVIDERS/CONDUIT	189.14
ENDURANCE POWER PRODUCTS	HEAD GASKET KIT	418.54
ERIKSEN CONSTRUCTION CO,	WWTP	92,137.50
FORT DEARBORN LIFE	LIFE/DISABILITY INSURANCE	1,623.65
FRED KRENK	ENERGY INCENTIVE	217.84
GERHOLD CONCRETE CO INC.	CONCRETE	238.50
GREAT PLAINS ONE-CALL	DIGGERS HOTLINE	154.17
CITY EMPLOYEE	HEALTH REIMBURSEMENT	317.86
HACH COMPANY	PH BUFFER SOLUTION	30.90
HARDING & SHULTZ P.C.	ATTORNEY FEES	8,604.34
HAWKINS, INC	FLUORIDE FOR WELLS	763.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	4.06
CITY EMPLOYEE	HEALTH REIMBURSEMENT	25.59
HOLIDAY INN OF KEARNEY	LODGING- B BREITKREUTZ	142.00
ICMA RETIREMENT TRUST	ICMA RETIREMENT	5,535.91
INGRAM BOOK COMPANY	BOOKS	742.73
IRS	FEDERAL WITHHOLDING	18,983.21
JOHN'S WELDING AND TOOL	CONTROL HANDLE REPAIR/BRACKETS	70.07
CITY EMPLOYEE	HEALTH REIMBURSEMENT	199.04
CITY EMPLOYEE	ZUMBA REIMBURSEMENT	50.00
CITY EMPLOYEE	MILEAGE REIMBURSEMENT	197.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	603.09
KTCH AM/FM RADIO	RADIO ADS	1,061.00
LARRY MITCHELL	ENERGY INCENTIVE	500.00
LAURA TEST	ENERGY INCENTIVE	320.10
CITY EMPLOYEE	HEALTH REIMBURSEMENT	277.79

M.E. COLLINS	SIDEWALK REPLACEMENT	150,290.01
MERCY MEDICAL CLINICS	FLU SHOTS	240.00
MIDWEST LABORATORIES, INC	BOD TESTING	61.35
MORLOK, JEFF	LIGHTING EFFICIENCY	900.00
MUNICIPAL SUPPLY	METER TAILS	84.72
N.E. NEB ECONOMIC DEV DIS	DOWNTOWN REVITILIZATION	612.50
NE DEPT OF REVENUE	STATE WITHHOLDING	2,840.87
NE LIBRARY ASSOCIATION	MEMBERSHIP DUES	250.00
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	11,634.98
OLSSON ASSOCIATES	TRAIL	779.72
PAMIDA STORE # 165	FOAM BOARD/LATCHES	143.69
PEPSI-COLA	CAC POP	374.52
PLUNKETT'S PEST CONTROL	PEST CONTROL	93.60
PRESTO X COMPANY	PEST CONTROL	77.20
CITY EMPLOYEE	HEALTH REIMBURSEMENT	804.29
QUALITY FOODS	SENIOR CITIZEN MEALS	148.91
QUILL CORPORATION	OFFICE SUPPLIES	852.77
ROSE EQUIPMENT INC.	SEALING DISK	53.50
ROY GRAMLICH	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	92.98
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	102.72
STADIUM SPORTING GOODS	FIRE PUP SHIRTS/VOLLEYBALLS/SHIRTS	848.50
STATE NATIONAL BANK	ACH FEES	48.51
STATE NATIONAL BANK	CALL OF PUBLIC SAFETY BONDS	480,422.71
STEVE HARRIS CONSTRUCTION	KARDELL PAVING & DRAINAGE	5,097.61
TYLER TECHNOLOGIES	MAYOR SIGNATURE	138.00
UNITED RENTALS	VESTS	177.00
US BANK	LODGING/CORE/CAC SUPPLIES/CABLES	2,931.51
WALTER OTTE	ENERGY INCENTIVE	500.00
WAYNE HERALD	ADS AND NOTICES	2,669.80
WESCO DISTRIBUTION INC	MARKING PAINT/WIRE	2,086.11
WESTERN AREA POWER ADMIN	ELECTRICITY	26,572.00
WHELEN ENGINEERING CO INC	TONE DECODER REPAIR	23.35
WILLIAM SLAYMAKER	ENERGY INCENTIVE	185.86
CITY EMPLOYEE	HEALTH REIMBURSEMENT	31.36

CORRECTION TO CLAIMS LISTING NOVEMBER 2, 2010

CITY OF WAYNE	UTILITY REFUNDS	\$366.48
CITY OF WAYNE	PAYROLL	\$59,481.51

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**Economic Development
Chamber ■ Main Street**

October 15, 2010

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

RE: Sales Tax Advisory Committee – recommendation for Wayne Music Boosters (\$10,000)

Dear Lowell,

The Sales Tax Advisory Committee met on Thursday, October 14, 2010, and reviewed an application to Wayne's Economic Development Program fund.

The committee recommended approving the request (amount and terms modified by the committee) by the *Wayne Music Boosters* for a \$10,000 zero percent interest loan to be paid back over 10 years to be used to assist with purchasing new band uniforms for the Wayne High School Band. The modified recommendation by the committee reduced the \$20,000 request. Also the modification changed the request from a grant to a zero percent interest loan over 10 years. The vote was unanimous with 6 in favor.

Using its "LB 840 Application Review" matrix, the committee scored the project with the following: *Doesn't Meet* scored 29; *Doesn't Meet/Somewhat Meets* scored 3; *Somewhat Meets* scored 4; *Somewhat Meets/Meets* scored 1; and *Meets* scored 5. This review scoring is used for deliberation. The committee does not use a raw number threshold to recommend projects to the Council.

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

Sincerely,

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

Wes Blecke
Executive Director



AGREEMENT RENEWAL

Maintenance Agreement No. 72
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of Wayne
Municipal Extensions in Wayne

We hereby agree that Maintenance Agreement No. 72 described above be renewed for the period January 1, 2011 to December 31, 2011.

All figures, terms and exhibits to remain in effect as per the original agreement dated January 1, 2006 including Exhibit C revised in 2009.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, _____.

ATTEST: City of Wayne

City Clerk

Mayor

Executed by the State this _____ day of _____, _____.

ATTEST: State of Nebraska

District Engineer, Department of Roads

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

AGREEMENT

THIS AGREEMENT, made and entered into by and between Wayne hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2006 .

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Exhibit "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Exhibit "B", referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Exhibit "C" and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Exhibit "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in the addendum, Exhibit "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

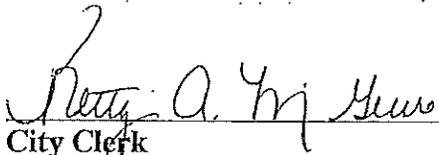
SECTION 16. This agreement shall terminate December 31, 2006 , except that it may be renewed for one year at a time and each January 1 thereafter by written concurrence of both parties hereto. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

Maintenance Agreement Between
The Nebraska Department of Roads
And The Municipality of Wayne
Municipal Extensions in Wayne

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this 10th day of January, 2006

ATTEST: CITY OF Wayne


City Clerk


Mayor

EXECUTED by the State this _____ day of _____, 200_____

STATE OF NEBRASKA
DEPARTMENT OF ROADS

District Engineer

MAINTENANCE OPERATION AND RESPONSIBILITY
 Municipal extensions and connecting links
 (Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility

Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u>	<u>2nd Class Cities & Villages</u>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Dept.	Dept.	Dept.
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Dept.
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Dept.	Dept.	Dept.

Maintenance Responsibility

Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1st Class Cities</u> > 40,000	<u>1st Class Cities</u> < 40,000	<u>2nd Class Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edgelines on all connecting links except state maintained freeways	City	City	City	Dept.	Dept.
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Dept.	Dept.
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Dept.	Dept.

EXHIBIT "C"
City of Wayne

STATE OF NEBRASKA
DEPARTMENT OF ROADS

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF. POST		LENGTH IN MILES	NUMBER DRIVING LANES	LANE MILES TOTAL	RESPONSIBILITY	
		FROM	TO				STATE	CITY
S. City Limits to N. City Limits	15	163.81	165.99	2.18	2	4.36	4.36	0.00
N. City Limits to E. City Limits	35	28.68	30.68	2.00	3	6.00	4.00	2.00
Total Lane Miles				4.18		10.36	8.36	2.00

EXHIBIT "B"
City of Wayne

Revised for 2009

Pursuant to Sections 1a, 1b, 1c, 1d, 8a, 8b, 8c, and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C."

From Exhibit "C" it is determined that the City's responsibility for surface maintenance within the City Limits is 2.0 lane miles.

2.0 lane miles X \$1,575.00 per lane mile = \$3,150.00 due the State for surface maintenance.

Revised for 2009

Pursuant to Sections 1a, 1b, 1c, 1d, 8a, 8b, 8c, and 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,575.00 per lane mile for performing the surface maintenance on those lanes listed on the attached copy of Exhibit "C."

From Exhibit "C" it is determined that the City's responsibility for surface maintenance within the City Limits is 2.0 lane miles.

2.0 lane miles X \$1,575.00 per lane mile = \$3,150.00 due the State for surface maintenance.

3-16-10

Call Dick Sokon
before any work

Mechanical weed control - native flowers

NDOR native seed mix for patches

One call by city for silt removal

Mosquito control -

Hwy 15 - N. Main to 13th Future project
10th & 11th St area

May 21st NDOR dist 3 semi-annual meeting
with Hwy Comm.
- day long meeting -

**Wayne Public Library Board of Trustees
Tuesday, October 5, 2010 / 5 p.m., Conference Room**

Minutes

The meeting was called to order at 5 PM.

In attendance: Joel Ankeny, Dennis Lipp, Betty Heier, Maureen Kingston, Mollie Spieker. Also in attendance was Lauran Lofgren, Library Director.

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 Library/Senior Center Conference Room.

D. Lipp moved to approve the minutes with small changes, B. Heier seconded. Motion passed.

B. Heier moved to approve the financial report and M. Kingston seconded. Motion passed.

DIRECTOR'S REPORT 100% of year

• Statistics	AUG10	SEP10	SEP09	% of Previous Year Total
Circulation	4472	4366	4292	103
Patrons	4346	4113	4101	101
Meeting Room	6	4	14	124
Reference ?s	213	233	204	100
Computer ?s	222	262	232	93
Phone Calls	416	433	431	100
OPACS	190	210	190	98
CD-ROMs	236	141	204	111
Internet	1142	999	1158	89
New Patron Cards	57	44	29	95
Items Added	167	330	103	136
Items Deleted	51	292	97	121

- Meetings attended
 - LKL attended Nebraska Library Commission webinar on the BTOP grant
 - LKL attended Overdrive webinar on promoting the downloadable audio book service
 - JOsnes, RMcLean, LKruckenbergr attended the Northeast Nebraska Library System annual meeting in Norfolk
 - LKL attended OneLibrary Consortium quarterly meeting in Norfolk

- Staff projects and concerns
 - Library hosted a book signing for Rachelle McCalla
 - Library helped to promote Runza's Great Books for Great Kids day. Amount raised was \$268.74. These funds will be used for the children's collection.

- o Library staff finished the physical inventory.
- o Letters have been sent out to 65 local businesses and individuals about the Gale databases.
- o Library has had a Banned Books display throughout September that has generated a lot of comments and discussion.
- o LKL and RMcLean have been cataloging the Nebraska Vertical Files. We are about 75% complete. This project will make the contents of the vertical files accessible through the catalog.
- o Computers classes offered in September included Powerpoint, Facebook, and Ask a Librarian
- o Adult Book Club met with 19 attending. They discussed *The Glass Castle*. Next up is *The Things They Carried* by Tim O'Brien.
- o Saturday children's programs are averaging about 15 kids, and the Mother Goose Lapsit on Wednesdays averages 20-25 children and caregivers.
- o JOsnes has submitted a grant application to the Nebraska Library Commission for the acquisition of three AWE Early Learning Centers. Recipients will be announced by November 22, 2010.
- o Work has begun on the end of the fiscal year reporting requirements.

OLD BUSINESS

- Change to library staff in-service--L. Lofgren proposed that in-service date be changed to November so that the staff could shift books to the new shelves.

NEW BUSINESS

- Action on Library staff wages---A few library staff members have advanced on the pay scale; J. Ankeny signed paperwork to that effect.
- Library Board In-Service – Online courses are available. L. Lofgren will pass along information as it becomes available.

The meeting adjourned at 5:25 PM.

Respectfully submitted,
Mollie Spieker

**Wayne Planning Commission Meeting Minutes
Monday, September 13, 2010**

Chair Braun called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, September 13, 2010, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Lee Brogie, Jessie Piper, Kelby Herman, Jill Sweetland, Mark Sorensen Chair Sharon Braun and Inspector/Planner Joel Hansen. Absent: Pat Melena, Bill Kranz, and Derek Hill.

Motion was made by Commissioner Sweetland and seconded by Commissioner Brogie to approve the minutes as presented for August 2, 2010. Chair Braun stated the motion and second. All were in favor; motion carried unanimously.

Chair Braun read the Open Meetings Act and advised that anyone desiring to speak should limit themselves to three minutes and wait until being recognized by the Chair.

Chair Braun stated the first item on the agenda is a public hearing amending Section 90-10 Definitions of the Wayne Municipal Code, by amending "Vehicle Towing Service" and adding "Wrecked Vehicle", applicant being City of Wayne.

Inspector Hansen gave the Commission a brief background on the agenda item. At the last meeting, some of the Commission members struggled with the definitions but still forwarded them onto the City Council. The Council listened to the changes and had some questions and concerns as well. The Council asked for some clarification and a better definition. The Council did not feel they could pass the language and asked that the Commission tweak the language some more and address some of the issues.

Inspector Hansen noted for the Commission that he tried to take some of the language from both the Commission and Council to combine some wording.

Chair Braun opened the public hearing and asked for any comments from the public.

Renee Kurpgeweit, representing Main Street Auto Care, was present to address the Commission. Ms. Kurpgeweit noted that one thing Ted wanted passed onto the Commission, was that when they do towing if they are called out on a tow for a wrecked vehicle or one that has been in an accident, they do not take it to Main Street Auto Care, they take it to a local body shop in town and they store the wrecked vehicle. Per Ms. Kurpgeweit, Ted said that they would not store wrecked vehicles at the shop because they do not have the space and they are an eye sore. The reason they are wanting to get a tow truck, is when they began Main Street Auto Care it did not occur to them that they would need one and they

did not have the finances to get one and then they did it because they had a lot of requests for towing. They did utilize some of the towing services here in Wayne but they were finding the times when they were called for towing the other towing service was not available to tow or it was later on in the day or evening. As far as the wrecked vehicles, it has not been nor is it their intention to store them.

There being no further comments from the public, Chair Braun closed the public hearing and opened discussion up amongst the Commission.

Commissioner Brogie questioned if you are a towing service are you only dealing with wrecked vehicles?

Inspector Hansen said no, because according to the definition of vehicle towing service the only mention of wrecked vehicles is that of storing them. The only language Inspector Hansen tweaked was to separate them (vehicle towing and wrecked).

Inspector Hansen stated for the Commission that with the proposed language it will allow Main Street Auto to operate as they have been and be in compliance.

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.

Chair Braun stated the last item on the agenda is a public hearing amending Section 90-425 Special Conditions and Conditions for Granting Exceptions of the Wayne Municipal Code, applicant being City of Wayne.

Inspector Hansen stated a vehicle towing service is a use by exception in a B-1 and B-3 zone. The section the Commission is looking at will be required in a B-3 district, which are along the highway on the east half of town and also some near the college and then near 13th and Main. Some of the additions were made to reflect the fact the Commission was more interested in the wrecked vehicles that were damaged or had missing parts rather than those stored at a building overnight.

Chair Braun then opened the public hearing and asked for any comments from the public. There being none, Chair Braun closed the public hearing and opened discussion amongst the Commission.

Chair Braun opined that as a point of reference, all those items under item number 8, need to be dealt with, more specifically they are minimum standards.

Commissioner Sweetland questioned if there were any in use that does not meet the standards which the Commission should be concerned with.

Inspector Hansen stated they would be considered legal non-conforming, as the city is not going to put anyone out of compliance. They will either be a legal or legal non-conforming use.

Chair Braun opined that having a definition for wrecked vehicle really helped.

Motion 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. Chair Braun stated the motion carried unanimously.

There being no further discussion, motion was made by Chair Braun and seconded by Commissioner Sweetland. Chair Braun stated the motion and second. All were in favor; motion carried unanimously. The meeting was then adjourned. Next meeting date is October 4, 2010.