

**AGENDA
CITY COUNCIL MEETING
January 18, 2011**

5:30 Call to Order

1. Approval of Minutes – January 4, 2011

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. Report from American Broadband – Joe Jetensky, Director of Regulated Operations

Background: We try to schedule a report from Huntel once a year to get the status of their business in Wayne. Joe will point out some of the significant private investment Huntel has made in the Wayne cable system in the last two years and will answer questions about their company and their service.

4. Ordinance 2011-1: Creating a Non-Exclusive Franchise to HunTel CableVision, Inc.

Background: Our 10-year franchise agreement with Huntel expired in 2010. This agreement has been reviewed and negotiated by city staff and Mr. Jetensky. Except for the change to a 15-year term, there are few changes from the previous agreement. Huntel pays about \$3,000 per month in franchise fees to the City of Wayne

Enclosure: Copy of the Franchise Ordinance

Recommendation: The recommendation of the City Clerk, Superintendent of Public Works and Utilities, and City Administrator is to approve the 15-year agreement as negotiated.

5. Resolution 2011-2: Approving Pole Use Agreement with HunTel CableVision, Inc.

Background: A portion of the Huntel cable system is suspended on city utility poles. Our 10-year pole agreement with Huntel also expired in 2010. This agreement has also been reviewed and negotiated by city staff and Mr. Jetensky. The new agreement has a 15-year term, and raises our charge per pole to \$9 for the first five years, \$10 for the second five years and \$11 for the last five years. Huntel paid

\$5,128 in pole use fees to the City of Wayne last year at a price of \$8 per pole times 641 poles.

Enclosure: Copy of the Huntel Pole Agreement

Recommendation: The recommendation of the City Clerk, Superintendent of Public Works and Utilities, and City Administrator is to approve the 15-year pole agreement as negotiated

6. Public Hearing: To Consider the Planning Commission's Recommendation Regarding a Use by Exception Request of Dr. Rob Burrows to allow for a Dental Clinic at 617 Pearl Street (Advertised Time: 5:30 p.m.)

Background: The Planning Commission and City Council approved this request previously, but the time of authorization expired before construction and conversion to the new use, and it now must be renewed by City Council action.

7. Resolution 2011-3: Approving Use by Exception Request of Dr. Rob Burrows to allow for a Dental Clinic at 617 Pearl Street

Enclosures: Copy of the memo to the City Council from the Planning Commission approving the Use by Exception request.

Recommendation: After the public hearing on the request, the recommendation of the Planning Commission is to approve the Use by Exception request, with the requirement that a 6 foot visual barrier fence be erected on the south property line of the dental clinic property.

8. Update Regarding New EPA Air Quality Standards that take effect in 2013 for Reciprocating Internal Combustion Engines– Gene Hansen, Electric Production Superintendent

Background: The EPA has a schedule of new air emission control requirements for power plants. One of these new requirements directly affects the Wayne Power Plant. Gene will review some of the changes ahead for Wayne and NPPD.

9. Report to Council on LB840 Activity — Wes Blecke, Director of Wayne Area Economic Development

Background: In 2008, the voters approved the 1% local option sales tax with 60% allocated for city capital projects and 40% allocated to LB840 Economic Development activities that must follow the Economic Development Plan, which was also approved by the voters. The Plan requires a report to the City Council and to the public every six months on how the funds have been used. No action is needed for this agenda item.

10. Ordinance 2011-2: Rescinding Ordinance 2010-29 which Released and Abandoned all of the Side Yard Utility Easements in Lots 8 and 9, Fairway Estates Subdivision

Background: In Fairway Estates, two lots were joined to build a residence. Ordinance 2010-29 vacated all of the utility easements on the two lots, when only the easements on the abutting boundaries of the two lots needed to be released. This action rescinds that Ordinance and has the approval of the owner of the two lots.

11. Ordinance 2011-3: Authorizing the Release and Abandonment of the East 7' of the Side Yard Utility Easement Located on Lot 8 and the West 7' of the Side Yard Utility Easement Located on Lot 9, Fairway Estates Subdivision

Recommendation: This Ordinance vacates only the easements between the two lots that were joined and is recommended for approval by the Zoning Administrator.

12. Action on Application for Payment No. 5 in the Amount of \$851,015.94 to Eriksen Construction Co. for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project
13. Appointment: Dr. Jeff Carstens to the Planning Commission (Replacing Sharon Braun)
14. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

January 4, 2011

The Wayne City Council met in regular session at City Hall on Tuesday, January 4, 2011, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Dale Alexander, Doug Sturm, Kaki Ley and Jill Brodersen; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Kathy Berry.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on December 23, 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 Sturm made a motion and seconded by Councilmember Van Delden, whereas the Clerk has prepared copies of the Minutes of the meeting of December 21, 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 Chamberlain 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: ALIGNMENT TECHNOLOGIES, SE, 355.55; AMERICAN BROADBAND, SE, 330.00; AMERITAS, SE, 2876.07; APPEARA, SE, 35.11; BANK FIRST, FE, 195.00; BARCO MUN PRODUCTS, SU, 316.54; CITY EMPLOYEE, RE, 11.95; CITY EMPLOYEE, RE, 113.14; BLACK HILLS ENERGY, SE, 1895.62; BOMGAARS, SU, 707.22; BROWN SUPPLY, SU, 1793.47; CITY OF NORFOLK, SE, 194.15; CITY OF WAYNE, RE, 1500.00; CITY OF WAYNE, PY, 56779.75; CITY OF WAYNE, RE, 826.92; COMMUNITY HEALTH, RE, 3.00; COPY WRITE, SU, 90.64; CITY EMPLOYEE, RE, 130.79; CITY EMPLOYEE, RE, 61.60; ECHO GROUP, SU, 118.61; ELECTRIC FIXTURE, SU, 141.63; ELLIS PLUMBING & HEATING, SE, 5499.24; FIRST CONCORD GROUP, SE, 5,682.17; FLOOR MAINTENANCE, SU,

45.95; FORT DEARBORN LIFE, SE, 103.20; GLEN'S AUTO BODY, SE, 77.43; GLOVER PAINTING, SE, 3083.00; CITY EMPLOYEE, RE, 6279.06; HEARTLAND FIRE PROTECTION, SE, 1225.20; HEARTLAND FIRE PROTECTION, SE, 1770.00; CITY EMPLOYEE, RE, 110.03; ICMA, SE, 5503.06; IRS, TX, 18937.57; JEO CONSULTING GROUP, SE, 30020.54; CITY EMPLOYEE, RE, 40.00; KLEIN ELECTRIC, SE, 1556.50; CITY EMPLOYEE, RE, 532.00; KRIS HINNERICHS, RE, 176.72; LAYNE CHRISTENSEN, SE, 39391.94; LOWER ELKHORN N.R.D., SU, 90.00; MERCY MEDICAL CLINIC, SE, 20.00; METZLER, CHAD, RE, 500.00; MILO MEYER CONSTRUCTION, SE, 468.75; MSC INDUSTRIAL, SU, 278.06; NE DEPT OF REVENUE, TX, 2833.92; NE ECONOMIC DEVELOP ASSN, RE, 100.00; NE PUBLIC HEALTH, SU, 307.00; NE RPA, SE, 50.00; NET-TECH, SU, 72.05; NORFOLK DAILY NEWS, SU, 120.50; NNPPD, SE, 2302.22; NWOD, FE, 10.00; CITY EMPLOYEE, RE, 67.08; CITY EMPLOYEE, RE, 925.06; PROPERTY EXCHANGE PARTNER, RE, 80.00; PUSH-PEDAL-PULL, SU, 153.00; CITY EMPLOYEE, RE, 1818.94; SKARSHAUG TESTING LAB, SE, 234.31; STATE NATIONAL BANK, RE, 423.76; VERIZON, SE, 160.83; VIAERO, SE, 135.34; WESCO, SU, 278.76; AMERITAS, SE, 580.00; APPEARA, SE, 46.69; AS CENTRAL SERVICES, SE, 448.00; BAUM HYDRAULICS CORP, SU, 24.22; CITY EMPLOYEE, RE, 37.90; BLACK HILLS ENERGY, SE, 548.41; BROWN SUPPLY, SU, 170.93; CHARTWELLS, SE, 4707.15; CITY OF WAYNE, RE, 150.00; COPY WRITE, SE, 267.53; DE LAGE LANDEN FINANCIAL, SE, 77.00; EAKES OFFICE PLUS, SE, 76.64; EASYPERMIT POSTAGE, SU, 1158.03; EGAN SUPPLY, SU, 24.37; EKBERG AUTO SALVAGE, SU, 25.00; ENVIROTECH SERVICES, SU, 4911.54; FLOOR MAINTENANCE, SU, 115.80; FREDRICKSON OIL, SU, 508.20; GERHOLD CONCRETE, SU, 81.75; GILL HAULING, SE, 133.00; CITY EMPLOYEE, RE, 159.41; HSBC BUSINESS SOLUTIONS, SU, 32.39; CITY EMPLOYEE, RE, 294.23; KRIZ-DAVIS, SU, 770.00; MID-STATES ORGANIZED, FE, 100.00; MIDLAND EQUIPMENT, SU, 247.78; N.E. NEB ECONOMIC DEV DIS, SE, 1112.50; NE NEB INS AGENCY, SE, 55677.00; NE RURAL WATER, FE, 450.00; OLSSON ASSOCIATES, SE, 1670.46; PAC N SAVE, SU, 27.96; CITY EMPLOYEE, RE, 15.16; PLUNKETT'S PEST CONTROL, SE, 41.60; QUALITY 1 GRAPHICS, SU, 75.00; STADIUM SPORTING GOODS, SU, 264.00; THOMPSON PUBLISHING GROUP, SU, 409.00; WATERLINK, SE, 1053.42; WAED, RE, 6383.33; WAYNE COUNTY CLERK, SE, 348.42; CITY EMPLOYEE, RE, 104.49; YOUNG, BILL, SU, 555.75; ZACH OIL COMPANY, SU, 5911.31

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

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public

inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Jonathan Mohr of JEO Consulting Group stated the City applied for and was awarded a grant in the amount of \$21,500 from NDEQ to help pay for the costs of a wellhead protection plan. He explained since Wayne County does not have zoning in place, the City has no oversight over the land uses in and around the areas of the City owned wells. Other elements of the grant include educational efforts in regarding to protecting the water supply, managing contaminants and land use activities to insure there are no threats to the City's source of water, deep soil testing, and addressing abandoned wells. In addition, the Lower Elkhorn NRD can provide up to 75% cost-share to property owners who want to abandon their wells. This grant would then cover the other 25%, so there would be no cost to the property owner.

There is a state statute that has been used by some communities that allows them to establish controls to protect the source of water for up to 15 miles. However, that is not what they would recommend as Wayne's objective. JEO will put in the plan the legal description of the wellhead protection areas that are outside the extraterritorial jurisdiction, which will then protect those areas and give the City some oversight that you do not have now. The best way to summarize this project is that it gives you a level of oversight to make sure things are done right within your well protection area.

The total cost of the project will be \$45,260, which includes \$35,560 in engineering fees, a \$21,500 grant from NDEQ, \$14,760 which is the City's share and a \$9,000 in-kind match from both the NRD and City staff.

Garry Poutre, Supt. of Public Works & Utilities, stated the plan will address both quality and quantity of our water/wells. This plan will not make it more difficult for the landowners, but this is a way to help those landowners help themselves because they all are drinking and using water out of the same aquifer as we are. We will not do anything here but teach from the property owner's standpoint. He advised the Council that he is awaiting a proposal from a firm by the name of LBG to update the wellhead protection maps. They will provide more detailed hydro-geologic maps than what NDEQ would. However, if it is cost prohibitive, then the maps would be obtained from NDEQ.

Mayor Chamberlain stated this is something that has come up at retreat for a couple of years now.

Councilmember Sturm introduced Resolution No. 2011-1 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2011-1

A RESOLUTION APPROVING AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES FOR THE SOURCE WATER PROTECTION PROJECT (WELLHEAD PROTECTION PLAN).

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

Cap Peterson with Northeast Nebraska Insurance Agency presented and reviewed the 2011 Property and Casualty Insurance Package. The 2011 premium is \$222,657, which is approximately \$24,000 lower than the 2010 premium. The City buildings and

contents are insured at a 90% replacement value, with the exception of the power plant. The power plant building is insured by way of separate coverage at an agreed upon value, which is \$28,324,200. The company provides and has done a risk management analysis of all city buildings, etc., at no cost. In addition, Mr. Peterson advised the Council that because of the safety programs initiated and the decline in workers compensation claims, the experience modification has dropped from 1.12 to .89. This represents a significant savings in the premium.

Riley Tonkins, Marketing Representative with EMC, showed, via their website, some of the different services they offer. These services are free because we are insured with EMC.

Councilmember Ley made a motion and seconded by Councilmember Sturm approving the 2011 Property and Casualty Insurance Package with Northeast Nebraska Insurance Agency. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Karla Jensen, Assistant CAC Activities Director, gave a report on the \$8,000 grant she received from the Gardner Foundation for a new program called the "Kids Gym." Additional funding has been provided by State National Bank, Pieper, Miller & Dahl Law Office, Gill Hauling and Charlene Rasmussen who donated the proceeds from two months of yoga classes she teaches at the CAC. The majority of the items needed for this program will be purchased locally. This is a program that is designed for 6 month olds to 4 year olds, and it will work on both gross motor skills, which is the large muscle group (e.g. walking, lifting, kicking, throwing the ball), and fine motor skills, which is the small muscle group (e.g. tying shoes, fastening buttons, etc).. She will be working

with the education majors and the early childhood majors at the College. She is hoping to keep the fees minimal for both members and non-members. There is not another gym like this in the surrounding area. The closest is located in the Omaha-Lincoln area. Partitions have been ordered to split the youth center for this program.

Administrator Johnson, in response to Councilmember Sturm's question, stated last summer when Karla's position was created, one of the things talked about was trying to close the overhead gap of \$80,000 per year at the CAC. If Council does not want staff to aim in that direction, they need to advise him of that. Councilmember Sturm thought that a program like this could very easily bring new members to the CAC, which could offset the fee proposed to be charged for this program.

Ms. Jensen also stated she is developing another program called "Kids' Care", where parents can come to the CAC, drop their kids off into "Kid's Care", and then workout. At this time, we have a lot of young people who have moved back into the community, and they can't come in and workout, because they need to worry about finding someone to take care of their children. They will not be charging for this program. As far as being licensed for that program, Karla is waiting for a response from Health & Human Services.

Councilmember Sturm suggested talking about this at their retreat.

Mayor Chamberlain thanked Karla for her hard work, because this is exactly what the Council asked for when they created that position last summer.

Anthony Lawrence, Deputy City Administrator, gave a report on an energy program he is working on and helping promote through Goldenrod Hills. Goldenrod Hills has concerns because they have had difficulty getting Wayne and Wayne County

residents to apply for these grant funds. This program is funded through the stimulus program. The timeline to use these funds ends in March, 2012. Goldenrod Hills' concern with Wayne is that in the past few years, only 8 houses from Wayne has participated in this program. They had 250 houses in their area participate in this program in 2010. Of that 250, only 3 were done in Wayne. There is over \$4,000,000 for Northeast Nebraska to use, and Wayne is not using their part. They have been to service groups, such as Kiwanis and the Senior Center, to get the word out about this program. They are now requesting the City for assistance in getting the word out. If this money is not used by 2012, it goes back to the Department of Energy, and it will then be allocated to another state or area. At this time, the other surrounding Counties are using these funds. Wayne County has 2,573 individuals at or below 20% of poverty level. Out of that, over 800 people in the City of Wayne are eligible for these grants that we are not using. He would like to get the landlords more involved in this process. College students can actually apply for weatherization programs. He plans on meeting with landlords and also helping them fill out the applications. His reason for being at the Council was to let the Council and the public know that a lot of funds are available to use to weatherize homes, and that you don't have to own your home to apply for these funds. If it is a rental home, it is the renter's income that is used to determine the income qualification. A lot of people are automatically eligible if they are receiving Supplemental Security Income, Temporary Assistance for Needy Families or participate in the Low Income Energy Assistance Program. Examples of income eligible households are:

- \$21,000 for a one person household
- \$29,000 for a two person household
- \$44,000 for a four person household
- \$59,000 for a six person household

- \$74,000 for an eight person household

Councilmember Berry suggested going door-to-door and dropping off flyers or information in areas that appear would qualify. Councilmember Sturm suggested putting the information in the utility newsletter again.

Mayor Chamberlain stated this is a win/win situation for the landlords, so we need to do whatever we can to try to get them on board. The average amount eligible per house is \$6,800.

Administrator Johnson stated a pay request has been received from M.E. Collins Contracting Co., for the 2010 Downtown Sidewalk Replacement Project in the amount of \$93,313.44. The engineer on the project has approved the same. It was noted that this is not the final payment. The City still has a 10% retainage in the amount of \$63,817.12. We have six days of liquidated damages at \$815.00 per day.

Roger Protzman, representing JEO Consulting Group, stated they still have some work yet to be finished but that the project is substantially complete as of this date. The project is functional and it is useable, which is one of the criteria for being substantially complete. Terry Mead, the engineer on the project, advised Mr. Protzman that there are some cracked panels, but that is considered warranty work and will be corrected in the spring.

Councilmember Sturm made a motion and seconded by Councilmember Frevert approving Pay Application No. 4 for the 2010 Downtown Sidewalk Replacement Project in the amount of \$93,313.44 for M.E. Collins Contracting Co., Inc. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Roger Protzman of JEO Consulting Group, engineer on the Wastewater Treatment Facility Project, presented the two change orders being proposed. Change Order No. 1 is for \$3,810.83. The two main components are additional control joints requested by the block layers, and modifying some plumbing for one of the treatment units in the headworks building. This was designed as the manufacturer directed them to, but when the shop drawings were received during the construction stage, a larger water service and a larger plumbing service to take the waste away from the unit were required. This was a manufacturer's change which is beyond their control.

Change Order No. 2 relates to a fish aquarium that is being proposed as a part of an educational piece to the project. This change order will accommodate the utilities to the fish aquarium, which includes running a supply line from a point at the end of the treatment system back to the lab building to supply the water and drain away the water because of the need continuous feed the aquarium. JEO and Aquarius have each agreed to donate \$1,000 each towards the cost of the aquarium. The aquarium came up during the bidding phase. Administrator Johnson seemed interested in this, as well as the University. The impact to the City would be \$2,226.63. There are no engineering fees for these two change orders. There will be additional cost of \$1,500, which is not included in this change order. This is for the aquarium, pump and other devices. The reason Mr. Protzman broke these items out was that the \$2,226.63 will be contractor costs. The additional \$1,500 is for items the City can purchase directly, which we don't want to run through the contractor and pay a mark-up on. This change order is purely optional, but if the Council would like to do this, now is the time.

Councilmember Sturm thought the costs for Change Order No. 2 should fall under the wastewater treatment budget instead of adding it onto this project.

Mr. Protzman understood some of Council's concerns regarding change orders. The word "change order" is very taboo, but he advised the Council that they have to realize that of a \$5,000,000 construction project, industry standards is to have a contingency budget of 10% for changes that will come up during construction. His record has been to be somewhere in the neighborhood of 1% actual.

Councilmember Alexander stated that on a huge project such as this, do you think we are really not going to get any change orders. He has change orders on little home projects that he is working on all the time. It will happen.

When is a change in relation to this project the contractor's responsibility vs. the City's responsibility? He provided two examples. He stated he is here to be the City's advocate; similar to the City Attorney's position. He is trying to also bring to the Council the things he thinks are the City's cost because there is some benefit to the City. He has to refer back to the plans and specs. If JEO makes a mistake, they will eat it. If there is something that the contractor messed up on, he is certainly here to defend the City because the City is his client. We are significantly under budget on the bids of this project, and they intend to keep it that way, but they also have to have a little bit of latitude to be able to draw on for some of these changes that are going to come up. There is nothing he can do to change the negative connotation of the word "change order."

Change Order No. 1 is a material cost only. Mr. Protzman was directed to ask the contractor why this was necessary at their progress meeting on Thursday.

Mr. Protzman feels that in regard to the aquarium, we will see some people with interest. The word is getting out that Wayne is building one of these facilities. He, again, advised the Council this is purely optional.

Garry Poutre, Supt. of Public Works & Utilities, stated he thought this aquarium idea came about early in the bidding stage when they heard that a treatment facility in Omaha did this. When the City had a chamber coffee at the treatment plant about a year ago, we took the water that we bring into the plant and the water that we took out of the plant and set them side by side. We told the people that were there that you could drink the one that was taken out of the plant. The aquarium is purely optional, but would lay claim to the success of the project. There were questions throughout the last couple of years as to whether or not we wanted to move into this new technology. Do we want to build this system that is only in Israel, and do we want to move toward that direction and be the first one in the United States to build one. So, when this idea came up, it really was in passing at one of their meetings. As far as the educational value, he thought there was someone from Wayne State College who thought they might use this in a class setting.

Councilmember Sturm made a motion and seconded by Councilmember Haase approving Change Order No. 1 for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project – net increase of \$3,810.83. Mayor Chamberlain 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 Ley approving Change Order No. 2 for the 2009-2010 Wastewater Treatment Facility

Improvements, Phase I Project – net increase of \$2,226.63, with said cost being taken out of the wastewater budget. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Roger Protzman of JEO Consulting Group addressed the Council on the Wayne 2009 Water Well Project. He advised the Council that this project is not substantially complete at this time, because we do not have approval from the Health Department to turn the well on and put it on line. To bring all of the Council up to speed, Mr. Protzman stated the project was bid and the contract initiation date was October 1, 2009. When we entered into that project, we did not know that it was going to be funded by stimulus funds. It was one of those projects that was shovel ready, so it got transitioned into a stimulus fund project, which added a whole other set of other requirements to it. The project had a 180 completion date – March 1, 2010. Due to the weather conditions, they gave the contractor a 145-day extension, which took the completion date to August 1, 2010. When August rolled around, the project still was not completed. They had a meeting on site with the previous Mayor, city staff and Layne Christensen, who is the general contractor. Layne Christensen indicated that if we gave them 6-8 more weeks, they would get this project wrapped up and we would be able to put the well one line. As of this date, we still do not have a system that is complete and ready to put on line. When they met out at the well in December with the contractor going over the list, they narrowed it down to three critical items that needed to be completed. Those three critical items needed to be able to put the well on line were:

1. All of the chemical tanks, piping and doors had to be labeled;
2. Installation of an emergency high shower wash system; and
3. Installation of a louver in the building that allows the air to leave as the fresh air is blown into the room.

It's his understanding that over the Christmas break, the shower was installed, the louver was supposed to be installed sometime this week, and the chemical supply company was going to come on the contractor's behalf and get the plackards and everything put in this week and fill the chemical tank per the specs. The contractor has told me that they should be substantially complete this week.

As far as JEO's contract goes, it was originally predicated on the fact that the project would be completed in 180 days. They worked with the contractor not only through 180 days, but the additional 145 days on top of that. At that point, they had no thoughts of charging the City extra for additional services because they thought the contractor was going to get things completed. When it became obvious that the contractor was not going to get things completed, he wrote Administrator Johnson a letter stating that these were the terms and conditions of their contract. The contractor was supposed to get this project completed in 180 days. The project is still not finished after 365 days, and this is what they thought the additional effort was going to be and the time they were going to spend on this project between now and when the contractor was supposed to get the project completed. At that time, Mr. Protzman had an estimate of about \$12,000. He forwarded that letter to Administrator Johnson in August, and he did not hear anything back. In October, Mr. Protzman sent Administrator Johnson another letter to follow-up on the matter because they were all waiting to see if the project would get done. JEO has had some additional time invested in this, in following up and chasing the contractor and trying to get these things coordinated. They were really almost hand holding and babysitting the project. They also had additional time to comply with the

stimulus bill requirements that wasn't part of the original contract. That is why they are seeking some additional compensation on this project.

It was noted that the general contractor on the project is Layne Christensen, who has several sub-contractors.

When asked who was the sub who was holding the project up, Mr. Protzman stated he did not want to point fingers, but Bencoter Plumbing & Heating has probably been the one. Bencoter also had subs underneath him as well. However, ultimately, the responsibility lies with Layne Christensen, because that is who the contract with the City is with. That is where the buck should stop.

Mayor Chamberlain stated we also have liquidated damages accruing on this project since July 23, 2010.

The liquidated damages are \$222 per day, and at this point, that total is up to about \$39,000. This amount would be withheld from the final payment, and this is how the additional engineering fees would get paid.

Councilmember Ley made a motion and seconded by Councilmember Haase approving the request to amend the original contract with JEO Consulting Group to include payment for additional engineering services beyond the agreed contract amount on the Wayne 2009 Water Well Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Ley made a motion and seconded by Councilmember Alexander to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 7:31 p.m.

CLAIMS LISTING JANUARY 18, 2010

AMAZON	BOOKS	438.90
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,250.85
APPEARA	LINEN & MAT SERVICE	102.96
BAKER & TAYLOR BOOKS	BOOKS	702.36
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	195.00
BIG T ENTERPRISES, INC	BATTERY	88.95
CITY EMPLOYEE	HEALTH REIMBURSEMENT	144.46
CHARLIE HARDER	ENERGY INCENTIVE	150.69
CITY OF WAYNE	BUILDING DEPOSIT REFUND	1,250.00
CITY OF WAYNE	PAYROLL	58,313.76
CITY OF WAYNE	UTILITY REFUNDS	1,783.71
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
CULLIGAN WATER OF NE	WATER FILTER RENTAL	43.95
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	69.00
DAVID SHELTON	ENERGY HEAT INCENTIVE	700.00
DEMCO INC	BOOK REPAIR SUPPLIES	431.14
DOUGLAS CO ENVIRONMENTALS	WORKSHOP REGISTRATION	100.00
ECHO GROUP INC JESCO	TIMING MOTOR CURCUIT	283.70
EDM PUBLISHERS	LAW BULLETINS	99.00
ENERGY FEDERATION, INC.	LIGHT BULBS	2,660.08
FBINAA-NE CHAPTER	DUES-P SHEAR	90.00
FLOOR MAINTENANCE	FOIL/JANITORIAL SUPPLIES	329.11
GALE GROUP	BOOKS	471.02
GAYLEN BENNETT	ENERGY INCENTIVE	90.52
GAYLORD BROS	JACKET COVERS	147.06
GEMPLER'S INC	SHIRTS/MAT/TOOL RACK	259.25
GREAT PLAINS ONE-CALL	DIGGERS HOTLINE	37.48
HARDING & SHULTZ P.C.	LEGAL FEES	1,427.02
HAUFF MID-AMERICAN SPORTS	SCORERS TABLE SPONSORSHIP	285.00
HUNTEL CABLEVISION	TELEPHONE CHARGES	1,172.65
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	5,641.90
INGRAM BOOK COMPANY	BOOKS	519.98
IRS	FEDERAL WITHHOLDING	18,619.29
JACOB'S ROOM	MOUNTAIN TRAIN SET/TABLE	203.64
JORGENSEN, JASON	ENERGY INCENTIVE	51.18
JOYCE & BRAD HOSKINS	ENERGY INCENTIVE	343.20
KEPCO ENGRAVING	NAMEPLATES	14.80
KTCH AM/FM RADIO	RADIO ADS	525.00
LEAGUE OF NEBRASKA	NCMA DUES - A LAWRENCE	100.00
LOFGREN, LAUREN	ENERGY INCENTIVE	500.00
LOGIN/IACP NET	ANNUAL FEE	250.00
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENT	343.97
LOVE SIGNS	SERVICE CAC-LIBRARY SIGN/BULBS	1,152.78
M.E. COLLINS	SIDEWALK REPLACEMENT	93,313.44
MAIN STREET AUTO CARE	TOWING	470.00
MARK HAMMER	ENERGY INCENTIVE	500.00
MERIT MECHANICAL	CAC HEAT LOOP GLYCOL SYSTEM	9,416.15
MICROFILM IMAGING SYSTEMS	DIGITIZE WAYNE HERALD	527.63
MID-STATE ENGINEERING	BANK STABILIZATION	255.00
MIDWEST LABORATORIES, INC	BOD TESTING	340.90

MIDWEST TAPE LLC	AUDIO BOOKS	145.96
MOONLIGHT TOWING LLC	TOWING	79.88
MSC INDUSTRIAL	WRENCHES	245.96
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENT	592.15
NE CODE OFFICIAL ASSOC	REGISTRATION-J HANSEN	255.00
NE DEPT OF REVENUE	STATE WITHHOLDING	2,888.12
NE DEPT OF REVENUE	LODGING TAX	39.24
NE DEPT OF ROADS	MAINTENANCE AGMT # 72	3,150.00
NEBR PUBLIC POWER DIST	ELECTRICITY (2 MONTHS)	400,943.73
NICP, INC	REGISTRATION-S SCHWARZ	350.00
NORTHEAST EQUIPMENT	FILTERS/ELEMENTS/BLADES/ETC	958.74
NORTHEAST LIBRARY SYSTEM	NEWLETTER	6.00
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	39.24
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	11,634.98
OLSSON ASSOCIATES	BENSCOTER	2,800.95
PAMIDA STORE	PHONE/BATTERIES/FLOOR MATS ETC	109.38
PAUL DANGBERG	ENERGY INCENTIVE	100.00
PEPSI-COLA	CAC POP	376.54
POSTMASTER	PO BOX FEE	110.00
PRESTO X COMPANY	PEST CONTROL	44.29
PUSH-PEDAL-PULL	BELT/FUSE REPAIR	157.50
QUILL CORPORATION	OFFICE SUPPLIES	572.19
QWEST	TELEPHONE CHARGES	156.04
RANDOM HOUSE	CD'S	145.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	815.68
RICHARD CARLSON	ENERGY INCENTIVE	438.89
SPARKLING KLEAN	JANITORIAL SERVICES	1,476.00
STADIUM SPORTING GOODS	SHIRTS	74.00
STANLEY SECURITY SOLUTION	DOOR LATCH/KEY-WWTP	925.49
STATE FARM INSURANCE	SURETY BOND	563.00
STATE NATIONAL BANK	ACH FEE/SAFETY DEPOSIT BOX FEE	94.53
THE WAKEFIELD REPUBLICAN	LIBRARY SUBSCRIPTION	25.00
UNITED WAY	PAYROLL DEDUCTIONS	10.00
UNIVERSITY OF NE-LINCOLN	PUBLIC PEST HEALTH CONTROL TRAINING	170.89
US BANK	LODGING/MEALS/CLOTHING/ETC	3,235.49
VAN METER & ASSOCIATES	REGISTRATION-L WEBSTER/P SHEAR	260.00
WATSON LABEL PRODUCTS	LABELS	141.83
WAYNE AREA ECONOMIC DEVEL	MARKETING	10,000.00
WAYNE AUTO PARTS	SHOP SUPPLIES/FILTERS/STABILIZER ETC	1,533.39
WAYNE COUNTY CLERK	FILING FEES	5.50
WAYNE COUNTY TREASURER	VEHICLE REGISTRATION	1,050.00
WAYNE HERALD	ADS AND NOTICES	1,983.04
WEIGL PUBLISHERS INC	BOOKS	43.47
WESTERN AREA POWER ADMIN	ELECTRICITY	35,302.82
ZACH HEATING & COOLING	CITY HALL HEAT PUMP	8,889.90

ORDINANCE NO. 2011-1

THIS IS AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO HUNTEL CABLEVISION, INC., A NEBRASKA CORPORATION, ITS SUCCESSORS AND ASSIGNS TO OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF WAYNE, NEBRASKA, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE PROVIDING FOR CITY REGULATION AND USE OF THE CABLE TELEVISION SYSTEM, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

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

SECTION 1. DEFINITIONS. For the purpose of this ordinance, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- (a) "Municipality" shall mean the City of Wayne.
- (b) "Council" shall mean the governing body of the Municipality.
- (c) "Company" shall mean HunTel CableVision, Inc., and its successors and assigns.
- (d) "Person" shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.
- (e) "Franchise Area" shall mean that area within the corporate limits of the Municipality.
- (f) "Street" shall mean the surface of and the space above and below any public street, right of way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, communications or utility easement, now or hereafter existing as such within the franchise area.
- (g) "Property of Company" shall mean all property owned, installed or used by Company in the conduct of a CATV business in the Municipality.
- (h) "Cable Television System" (referred to as "CATV") shall have the same definition of that included in the Telecommunications Act and includes, without limitation, antenna, cable wires, lines, towers, wave guides, or any other conductors, converters, equipment or facilities, designed, constructed, or wired for the purpose

of producing, receiving, amplifying, and distributing by fiber optic and/or coaxial cable audio and/or visual radio, television, electronics or electrical signals to and from persons, subscribers, and locations in the franchise area.

- (i) “Basic Television Services” shall mean the simultaneous delivery by the Company to television receivers of all subscribers in the Franchise Area of all signals of over the air television broadcasters and public, educational, or governmental television access facilities required by the FCC to be carried by CATV system.
- (j) “Additional Service” shall mean any communications service other than basic service provided over its CATV by the Company directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in communications services including but not limited to satellite distributed programming, security alarm monitoring, data transmission, or any other electronic intelligence transmission, facsimile reproduction, meter reading, and home shopping.
- (k) “Pay Television Service” shall mean the simultaneous delivery by the Company to television receivers over the CATV of television programming to subscribers for a fee or charge (over and above the charge for Basic Television Service) on a per program, per channel, or other subscription basis.
- (l) “Subscriber” shall mean any person or entity receiving Basic Television Service.
- (m) “GROSS ANNUAL SUBSCRIBER REVENUES” shall mean the compensation and other consideration received by the Company directly from subscribers in payment for regularly furnished Basic CATV and Pay Television Service. Gross annual Subscriber Revenue shall not include: (i) any taxes on services furnished by the Company imposed directly on any subscriber or user by any City, state, or other governmental unit and collected by the Company for such governmental unit, (ii) revenue from any additional service nor from auxiliary services which include but are not limited to leased channels, Internet access, advertising, telecommunications, and all other telecommunications services not specifically described above.
- (n) “Drop” shall mean a wire or cable that connects each building to the main (trunk) cable.
- (o) “Telecommunications Act” shall mean the Telecommunications Act of 1996, as amended from time to time and located in Title 47, Chapter I, Part 76 of the Code of Federal Regulations.

SECTION 2. GRANT OF AUTHORITY. Whereas, the Municipality has approved the qualifications of Company and the adequacy and feasibility of the Company’s construction arrangements as part of a full public proceeding affording due process, there is hereby granted by the Municipality to the Company the nonexclusive right and privilege to engage in the business of

operating and providing a CATV in the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public way and public place, now laid out or dedicated and all extensions thereof and additions thereto in the franchise area such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms, or corporations including but not limited to any public utility or other grantee franchised or permitted to do business in the City.

SECTION 3. TERM OF FRANCHISE. The franchise and rights herein granted shall continue in force and effect for a term of fifteen (15) years beginning on the effective date of this franchise. This franchise shall automatically renew for an additional fifteen (15) year period unless either Municipality or Company provide the other party written notice of termination at least one hundred eighty (180) days prior to the last day of the initial term.

SECTION 4. CONDITIONS OF STREET OCCUPANCY.

(a) All transmission and distribution structures, lines, and equipment erected by Company within the franchise area shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of such streets or other public ways and places. The CATV shall be constructed, repaired, and operated in compliance with all current Municipality, State, and National construction and electrical codes. Company shall install and maintain its wires, cables, fixtures, and other equipment in such manner that they will minimize any interference with any installations of the Municipality or of a public utility serving the Municipality.

(b) Company shall not unnecessarily interfere with the use of any alley, street, sidewalk, driveway or public place and, where the paving or surface of any alley, street, sidewalk, driveway or public place is disturbed, Company, at its own expense and in a manner satisfactory to the authorized representatives of the Municipality, shall replace such paving or surface in as good condition as before such work was commenced.

(c) Company shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of Company when required by the Municipality by reason of traffic conditions, public safety, street vacation, street construction, change of establishment of street grade, installation of sewer, drains, water pipes, Municipality owned power or signal lights or any other type of structure or improvement by Municipality.

(d) All wires, conduits, cables and other property and facilities of Company shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon the alleys, streets or public places of the Municipality. Company shall keep accurate maps and records of all its facilities and furnish copies of such maps and records as requested by the Municipality. Company shall not place poles or other equipment where they will interfere with the rights or reasonable convenience of adjoining property owners, or with any then existing gas, electric, or telephone fixtures, or with any water hydrants or mains.

(e) All wires, cables, amplifiers and other property shall be constructed and installed in an orderly and workmanlike manner. All cables and wires shall be installed parallel with existing telephone and electric wires whenever possible. Multiple cable configurations shall be arranged in parallel and bundled, with due respect for engineering and safety consideration. All installations shall be underground in those areas of the City where public utilities providing telephone or electric service are underground. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Company may install its service above ground with the understanding that, at such time as those facilities are required to be placed underground by the City, the Company shall likewise place its services underground without additional cost to the residents of the City other than as may be granted under the provisions of this ordinance.

(f) The Municipality shall give Company reasonable notice of plans for street improvement where paving or resurfacing of a permanent nature is involved. The notice shall

give Company sufficient time to make any additions, alterations, or repairs to its facilities as it deems necessary in advance of the actual commencement of the work, so as to permit Company to maintain continuity of service.

(g) In case of disturbance of any street, public way, or paved area by Municipality, the Company shall, at its own cost and expense and in a manner approved by Municipality, replace and restore such street, public way or paved area in as good a condition as before the work involving such disturbance was done.

(h) The Company shall have the authority to trim trees overhanging upon streets, alleys, sidewalks and other public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. The Company shall make every effort to preserve the esthetic beauty and viability of any trees trimmed.

(j) Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

(k) The Company shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the Company when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change of establishment of street grade, installation of sewers, drains, water pipes, water lines, signal lines, and tracks or any other type of structures or improvements by the city, provided, however, that the Company shall in all such cases have the rights and obligations of abandonment of property of the Company subject to City Ordinances.

SECTION 5. SAFETY REQUIREMENTS.

(a) Company shall at all times employ ordinary care use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) All structures and all lines, equipment and connection in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the franchise area, wherever situated or

located shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair.

SECTION 6. PUBLIC BUILDING CONNECTION/LOCAL ORIGINATION PROGRAMMING.

- (a) Company shall provide one free Drop at the following public buildings:
 - (1) City Hall located at 306 N. Pearl;
 - (2) Fire Hall located at 510 Tomar Dr.;
 - (3) Public Library Building located at 410 Pearl;
 - (4) Community Activity Center Located at 901 W. 7th Street;
 - (5) Line Shop located at 211 S. Pearl;
 - (6) Power Plant located at 208 S. Main; and
 - (7) Public Works located at 207 Fairgrounds Avenue
- (b) No monthly charges shall be made to Municipality for providing basic CATV service to the buildings listed above.
- (c) During the term of the franchise, the Company shall dedicate, at no charge, at least two local origination channels, one for City government access and one for educational access for public school/college use.

SECTION 7. SYSTEM CONSTRUCTION AND EXTENSION.

- (a) Company, whenever it shall receive a request for service from at least ten (10) subscribers within 1,000 feet of its trunk cable, shall extend its system to such subscribers at no cost to the subscribers for system extension other than the usual connection fees for all subscribers, provided that such extension is technically and physically feasible at a commercially reasonable cost. The 1,000 feet shall be measured in extension length of Company's cable required for service located within the public way and shall not include length of necessary service drop to the subscriber's home or premises.
- (b) No person, firm, or corporation in Company's service area shall be arbitrarily refused service. However, in recognition of the capital costs involved for unusual circumstances and in

order to prevent inequitable burdens on potential cable subscribers in more densely populated areas, service may be made available on the basis of cost of materials, labor, and easements. Unusual circumstances shall include but not be limited to: a requirement for underground cable, a distance of more than 150 feet from the distribution cable to the connection of service to a subscriber, or a density of less than ten (10) subscribers per 1,000 feet of cable system.

(c) In the event additional adjacent territory is incorporated within the Municipality's limits by annexation or otherwise, Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

(d) Company shall maintain a minimum capability of not less than thirty-five (35) channels for of the CATV in Municipality.

SECTION 8. OPERATIONAL STANDARDS.

(a) Company shall operate and maintain its CATV in full compliance with the standards set forth by the Federal Communications Commission.

(b) Company shall construct, operate and maintain the CATV in a safe manner and shall comply with all applicable building codes, electrical codes and, at a minimum, all of the safety and other regulations set forth in the Telecommunications Act.

(c) Company shall abide by any and all applicable subscriber privacy rules and regulations of the federal and state governments.

SECTION 9. LOCAL OFFICE; COMPLAINTS.

(a) Company shall maintain a business office or agent which subscribers may telephone twenty-four (24) hours per day, seven days per week, without incurring added message or toll charges.

(b) Company shall respond within twenty-four (24) hours after receipt of a complaint. Should a subscriber have an unresolved complaint regarding the quality of cable television service, equipment malfunctions, or similar matters, the subscriber shall be entitled to meet jointly with an appropriate representative of the Municipality and a representative of Company within Thirty (30) days to fully discuss and resolve such matters.

(c) Company shall maintain written logs or electronic data listing the day and time of subscriber complaints, identifying the subscriber, and describing the nature of the complaint and when and what action was taken by Company. This information shall be maintained for three (3) years, and Company shall provide it to Municipality upon request.

SECTION 10. RATES. Company has on file with the Municipality a schedule of tariffs which shall include all fees, charges, and rates to be charged to subscribers. If any of the fees, charges, or rates are changed, Company shall notify the Municipality of such changes in writing at least thirty (30) days before the changes take effect.

SECTION 11. PREFERENTIAL OR DISCRIMINATION PRACTICES PROHIBITED. Company shall not, as to rates, charges, service facilities, rules, regulations, or in any other respect, make or grant any preference or advantage to any person nor subject any person to any prejudice or disadvantage, provided that nothing in this franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled and provided further that connection and service charges may be waived or modified during promotional campaigns of Company.

SECTION 12. FRANCHISE PAYMENTS.

(a) Company shall pay to Municipality a franchise fee equal to five percent (5%) of the Gross Annual Television Subscriber Revenue received for the CATV in the Franchise Area. The fee shall be paid on or before May 1 of each calendar year for cable television system in the Franchise Area for the preceding year. Except as provided in any related Pole Attachment Agreement or Head End Lease, no other fee, charge or consideration shall be imposed. Company shall provide an annual summary report showing Gross Annual Television Subscriber Revenue received during the twelve months preceding the due date of each annual franchise fee payment.

(b) Company shall keep complete and accurate books of accounts and records of the business and operations under and in connection with the CATV. The duly authorized representative or Agent of the Council shall have the right to review all records pertaining to

Gross Annual Television Subscriber Revenue. Non-revenue financial records will only be requested in the aggregate on a summary prepared by Company. Municipality acknowledges the sensitivity of these records and will request this information only on an “as needed” basis and will treat this information as confidential and proprietary to the fullest extent as allowed by law.

The Council shall have the right to hire, at its own expense, an independent certified public accountant or other business or financial expert to review the books and records of Company. If after a financial audit it is determined that Company has underpaid amounts owed to the Municipality by more than three percent (3%) annually, then Company shall pay Municipality the additional amount due plus interest at the rate of six percent (6%) per annum and shall reimburse Municipality for the actual cost of the audit. A false entry into the books and/or records of Company made by Company of a material and substantial fact shall constitute a material violation of this Ordinance. Erroneous entries shall not constitute a material violation if made in good faith.

SECTION 13. INDEMNIFICATION OF MUNICIPALITY. Company shall at all times protect and hold harmless the Municipality from all claims, actions, suits, liability, loss, expense, or damages of every kind and description, including investigation costs, court costs, and attorney’s fees, which may accrue to or be suffered or claims by any person or persons arising out of the negligence of Company in the ownership, construction, repair, replacement, maintenance, and operation of the CATV and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of such CATV. The obligation of Company to indemnify and hold Municipality harmless under this Section shall be contingent upon Municipality providing Company: (i) prompt notice of any such claim, action, suit, liability, loss, expense or damage; (ii) the right to defend and settle such claim; and (iii) reasonable assistance, including access to all relevant information regarding such claim.

SECTION 14. INSURANCE. For so long as it owns and operates a CATV within the Municipality, Company shall secure and maintain public liability, property damage insurance and umbrella coverage in at least the following amounts:

1. Public liability and property damage insurance in the amount of Two Million Dollars (\$2,000,000.00) per event/per occurrence.
2. Umbrella liability shall be in the amount of Two Million Dollars with no more than a Fifty Thousand Dollar (\$50,000.00) deductible and/or base insurance. Company's provider of public and personal liability and property damage insurance shall specifically include the Municipality, the Mayor, the Council, their officials, agents, employees or representatives as additional named insured. Furthermore, the public and personal liability and property damage insurance policy shall be issued by an agent or representative of an insurance company licensed to do business in the State of Nebraska and which has one of the three highest and best ratings from the AM Best Company. The public liability and property damage insurance policy shall contain an endorsement obligating the insurance company to furnish the City Administrator for Municipality with at least thirty (30) days written notice in advance of cancellation of the insurance. Renewal or replacement policies or certificates shall be delivered to the Municipality Administrator for Municipality at least fifteen (15) days before the expiration of the insurance which such policies are to renew or replace. Company shall provide with a certificate of insurance on an annual basis evidencing that all of the insurance requirements set forth above have been complied with.

SECTION 15. EMERGENCY AND DISASTER WARNINGS. In the case of an emergency or a disaster, the Company shall, upon request of the City, make available its facilities to the City for emergency use during the emergency or disaster period. The Company will also provide a means of interrupting all

channels on the cable system to present emergency audio messages by local law enforcement and public officials. Equipment for such purposes shall be installed in the head-end and shall be accessed by telephone to be installed at a location designated by the City at the company's expense. This may require a dedicated phone line which shall be the City's expense. The equipment shall be purchased and owned by the City, and all maintenance and repair thereon shall be at the City's expense.

SECTION 16. ASSIGNMENT OR TRANSFER OF FRANCHISE. Company shall not be permitted to sell, lease, sublease, transfer or otherwise change either ownership or working control of the franchise herein without the prior written consent of City, which consent will not be unreasonably withheld or withheld contrary to federal or state law.

SECTION 17. TERMINATION. In the event that Company has failed to cure one or more of the material defects listed below within sixty (60) days after its receipt of written notice from the Council of such a defect, Municipality may cancel the franchise conferred by this ordinance prior to its expiration date upon a finding at a public hearing. Such public hearing shall be held at least thirty (30) days after notice of the proposed cancellation has been published. The defects for which this Section applies are :

- (1) Material breach, whether by act or omission, of any terms or conditions of this franchise ordinance;
- (2) Material misrepresentation of fact in the application for or negotiation of the franchise;
- or,
- (3) Failure to provide subscribers or users with reasonably satisfactory service.

SECTION 18. SEPARABILITY. If any section, subsection, sentence, clause, phrase, or portion of this franchise shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction or by any regulating authority with competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect

the validity of the remaining portions hereof; provided, however, that the rates as set forth herein are dependent upon each other and, in the event that any of such rates are determined by a court of competent jurisdiction to be invalid, then all rates established hereunder shall be subject to renegotiations.

SECTION 19. CONFLICTS. All ordinances or portions of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 20. PUBLICATION. This Ordinance shall be published in pamphlet form as provided by the Statutes of the State of Nebraska and shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 21. POLE ATTACHMENT. This Ordinance shall include and incorporate by this reference the Pole Attachment Agreement, if any, attached as Exhibit A hereto.

SECTION 22. HEAD END LEASE. This Ordinance shall include and incorporate by this reference the Head End Lease, if any, attached as Exhibit B hereto.

PASSED AND APPROVED THIS 18th day of January, 2011.

CITY OF WAYNE, NEBRASKA

By _____
Ken Chamberlain, Mayor

ATTEST:

Betty A. McGuire, City Clerk

STATE OF NEBRASKA)
) ss.
WAYNE COUNTY)

Betty A. McGuire hereby certifies that she is the duly appointed, qualified, acting Clerk of the City of Wayne, Nebraska, and that the above and foregoing Ordinance was duly passed and approved at a regular meeting of the Council of Wayne, Nebraska, held on the 18th day of January, 2011.

(SEAL)

Betty A. McGuire, CLERK.

RESOLUTION NO. 2011-2

**A RESOLUTION APPROVING POLE USE AGREEMENT
BETWEEN THE CITY OF WAYNE AND HUNTEL
CABLEVISION.**

WHEREAS, the Wayne City Council is desirous of entering into a "Pole Use Agreement" with HunTel CableVision to use the City's utility poles to make attachments of their CATV facilities; and

WHEREAS, staff recommendation is to approve said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Pole Use Agreement" between the City of Wayne and HunTel CableVision, which is attached hereto, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 18th day of January, 2011.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

POLE USE AGREEMENT

THIS POLE USE AGREEMENT (the "Agreement") is made and entered into this 18th day of January, 2011, by and between the City of Wayne, Nebraska (hereinafter designated as "Licensor") and HunTel CableVision, Inc. (hereinafter designated as "Licensee").

WITNESSETH

1. Attachment.

(a) Licensor, for and in consideration of payment of the sum set forth in Paragraph 1(b), herein below, and the covenants hereinafter made by the Licensee, does hereby license the nonexclusive use to Licensee of the following described premises in the City of Wayne, State of Nebraska:

All utility poles owned by Licensor and utility poles owned by third parties to which Licensor is authorized to permit Licensee to make attachment of CATV facilities. Licensee shall be permitted to attach messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee's CATV system.

(b) Licensee shall pay to Licensor a pole attachment fee calculated as follows:

<u>Period</u>	<u>Rental Fee</u>
January 1, 2011 to December 31, 2015	\$9.00 per pole per year (payable in arrears in quarterly installments)
January 1, 2016 to December 31, 2020	\$10.00 per pole per year (payable arrears in quarterly installments)
January 1, 2021 to End of Lease	\$11.00 per pole per year (payable arrears in quarterly installments)

2. Term. The term of this Agreement shall commence on the date hereof and shall terminate on the date the applicable franchise granted by Licensor to Licensee to operate and maintain a community cable television system shall terminate.

3. Specifications. Attachments shall at all times be in conformity with accepted modern methods and shall at all times conform to the requirements of the National Electrical Safety Code, 1997 Edition and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

4. Termination. Licensee may terminate this Agreement upon one hundred eighty (180) days written notice to Licensor.

5. Assignment. Licensee may assign this Agreement, upon written notice to Licensor, to any party to which the CATV Franchise for Wayne has been transferred with the consent of the City of Wayne.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective executors, administrators, heirs, legatees, successors and assigns.

7. Laws. This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

8. Amendment. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing duly executed by the parties hereto.

IN WITNESS THEREOF, the parties hereto have hereunto set their hand the day and year first above written.

WITNESSES:

LICENSOR:
CITY OF WAYNE, NEBRASKA

By: _____

LICENSEE:
HUNTEL CABLEVISION, INC.

By: _____

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

Date: January 12, 2011
To: Mayor Chamberlain
Wayne City Council
From: Wayne Planning Commission
Re: Recommendation from January 3, 2011 Meeting

At their meeting on January 3, 2011 the Wayne Planning Commission held a duly advertised public hearing.

Public Hearing: Use by Exception Request for Section 90-205(7) Dental Clinic of the R-1 Residential Zoning District
Applicant: Dr. Rob Burrows

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 and seconded by Commissioner Brogie to approve and forward a recommendation of approval to the City Council by approving the Use by Exception request for Section 90-205(7) Dental Clinic for Dr. Rob Burrows to allow him to construct a dental clinic at 617 Pearl Street, with the condition that a six foot privacy fence be placed on the south side of the property, with the findings of fact being staff's recommendation, consistency with the comprehensive plan and the current and future land use map, Chair Melena stated that motion and second. Roll call vote was taken with the following: Commissioner Brogie – aye; Commissioner Kranz – aye; Commissioner Piper – aye; Commissioner Hill – aye; Commissioner Sweetland – aye; Commissioner Sorensen – aye; and Chair Melena – aye. Chair Melena stated the motion carried with seven ayes.



Pat Melena, Chair Wayne Planning Commission

cc: Lowell D. Johnson, City Administrator
Betty McGuire, City Clerk

RESOLUTION NO. 2011-3

A RESOLUTION APPROVING THE APPLICATION FOR ZONING USE BY EXCEPTION PERMIT TO ALLOW FOR A DENTAL CLINIC 617 PEARL STREET.

WHEREAS, the Planning Commission has considered an application for a zoning use by exception permit submitted by Dr. Rob Burrows to allow him to construct a dental clinic at 617 Pearl Street; and

WHEREAS, the Planning Commission, subsequent to a public hearing held January 3, 2011, recommended approval of the use by exception permit request for Section 90-205(7) Dental Clinic for Dr. Rob Burrows to allow him to construct a dental clinic at 617 Pearl Street, with the condition that a six foot privacy fence be located on the south side of the property, 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; and

WHEREAS, the City Council considered the aforesaid application to allow for a dental clinic in an R-1 Residential Zoning District (617 Pearl Street) subsequent to a public hearing held January 18, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Council accepts the recommendation of the Planning Commission and approves the application, subject to the above-stated condition and "Findings of Fact."

PASSED AND APPROVED this 18th day of January, 2011.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2011-2

AN ORDINANCE RESCINDING ORDINANCE NO. 2010-29 WHICH RELEASED AND ABANDONED ALL OF THE SIDE-YARD UTILITY EASEMENTS IN LOTS 8 AND 9, FAIRWAY ESTATES SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. That Ordinance No. 2010-29, passed and approved on the 21st day of December, 2010, which abandoned all of the side-yard utility easements in Lots 8 and 9 Fairway Estates Subdivision, to the City of Wayne, Wayne County, Nebraska, is hereby rescinded.

Section 2. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 18th day of January, 2011.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2011-3

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE SIDE YARD UTILITY EASEMENTS CONSISTING OF THE EAST 7 FEET OF SIDE-YARD UTILITY EASEMENT IN LOT 8 AND THE WEST 7 FEET OF SIDE-YARD UTILITY EASEMENT IN LOT 9, FAIRWAY ESTATES SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. The City of Wayne, Nebraska has received a request to release the 7 feet side-yard utility easements located between Lots 8 and 9, Fairway Estates Subdivision, to the City of Wayne, Wayne County, Nebraska.

Section 2. The City hereby releases and abandons all of the East 7 feet of side-yard utility easement in Lot 8 and the West 7 feet of side-yard utility easement in Lot 9, Fairway Estates Subdivision to the City of Wayne, Wayne County, Nebraska, and the Mayor is hereby authorized to execute the quitclaim deed to the current property owner to carry out said release and abandonment.

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

PASSED AND APPROVED THIS 18th day of January, 2011.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Continuation Sheet

Application and Certificate for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest Dollar.

Application Number: 5
 Application Date: 12/22/10
 Period From: 11/23/10
 Period To: 12/22/10
 Eng. Project No.: 617S7

Use Column 1 on Contracts where variable retainage for line items may apply.

Retainage: 10%

A No.	B Description of Work	C Scheduled Value	E Work Completed			G Total Completed and Stored to Date D+E+F	H % G/C	I Retainage 10%			
			D Previous Applications	E Work In Place	F Stored Materials						
									This Application		
									C-G		
1	Bonds and Insurance	75,000.00	75,000.00	0.00	0.00	75000.00	100%	0.00	7500.00		
2	Mobilization	68,680.00	57,000.00	11,680.00	0.00	68680.00	100%	0.00	6868.00		
3	Site Clearing	85,360.00	85,360.00	0.00	0.00	85360.00	100%	0.00	8536.00		
4	Grading	25,660.00	5,000.00	0.00	0.00	5000.00	19%	20660.00	500.00		
5	Excavation	50,724.00	30,000.00	10,000.00	0.00	40000.00	79%	10724.00	4000.00		
6	Aquarius Tank Rock Base & Sub	39,780.00	39,780.00	0.00	0.00	39780.00	100%	0.00	3978.00		
7	Fill	9,780.00	0.00	0.00	0.00	0.00	0%	9780.00	0.00		
8	Backfill	80,126.00	0.00	0.00	0.00	0.00	0%	80126.00	0.00		
9	Surcharge	19,375.00	19,375.00	0.00	0.00	19375.00	100%	0.00	1937.50		
10	Staging Area	34,607.00	34,607.00	0.00	0.00	34607.00	100%	0.00	3460.70		
11	Demolition	2,120.00	0.00	0.00	0.00	0.00	0%	2120.00	0.00		
12	Rock Around Lift Station	2,163.00	0.00	0.00	0.00	0.00	0%	2163.00	0.00		
13	Errosion Control	15,000.00	9,000.00	0.00	0.00	9000.00	60%	6000.00	900.00		
14	Fence	40,783.00	21,000.00	0.00	0.00	21000.00	51%	19783.00	2100.00		
15	Seeding	5,000.00	0.00	0.00	0.00	0.00	0%	5000.00	0.00		
16	Pavement	32,000.00	0.00	0.00	0.00	0.00	0%	32000.00	0.00		
17	Concrete	294,000.00	115,000.00	20,000.00	0.00	135000.00	46%	159000.00	13500.00		
18	Rebar	196,100.00	105,000.00	15,000.00	0.00	120000.00	61%	76100.00	12000.00		
19	Hollow Core	2,500.00	0.00	0.00	0.00	0.00	0%	2500.00	0.00		
20	Masonry	151,450.00	0.00	0.00	0.00	0.00	0%	151450.00	0.00		
21	Misc. Metals	65,000.00	0.00	0.00	0.00	0.00	0%	65000.00	0.00		
22	Handrails/Stairs/Grating	21,000.00	0.00	0.00	0.00	0.00	0%	21000.00	0.00		
23	Final Clarifier Demo	4,400.00	0.00	0.00	0.00	0.00	0%	4400.00	0.00		
24	Flat Covers	250,000.00	0.00	0.00	0.00	0.00	0%	250000.00	0.00		
25	Carpentry	28,500.00	0.00	0.00	0.00	0.00	0%	28500.00	0.00		
26	Trusses	10,500.00	0.00	0.00	0.00	0.00	0%	10500.00	0.00		
27	Water Repellants	3,500.00	0.00	0.00	0.00	0.00	0%	3500.00	0.00		
28	Insulation	1,000.00	0.00	0.00	0.00	0.00	0%	1000.00	0.00		
29	Gutters	3,000.00	0.00	0.00	0.00	0.00	0%	3000.00	0.00		
30	Joint Sealants	8,000.00	0.00	0.00	0.00	0.00	0%	8000.00	0.00		
31	Doors & Hardware	7,800.00	1,300.00	0.00	0.00	1300.00	17%	6500.00	130.00		
32	Overhead Doors	12,000.00	0.00	0.00	0.00	0.00	0%	12000.00	0.00		
33	Drywall	1,000.00	0.00	0.00	0.00	0.00	0%	1000.00	0.00		
34	Painting	45,000.00	0.00	0.00	0.00	0.00	0%	45000.00	0.00		
35	Toilet Accessories	4,700.00	0.00	0.00	0.00	0.00	0%	4700.00	0.00		
36	Grit and Screw Classifier System	200,000.00	0.00	0.00	0.00	0.00	0%	200000.00	0.00		
37	Submersible Lift Station Pumps	33,000.00	0.00	0.00	0.00	0.00	0%	33000.00	0.00		
38	Rotary Lobe Pumps	4,800.00	0.00	0.00	0.00	0.00	0%	4800.00	0.00		
39	Scraper Clarifiers	165,000.00	0.00	500.00	0.00	500.00	0%	164500.00	50.00		
40	Verticle Fine Screen	98,000.00	0.00	0.00	0.00	0.00	0%	98000.00	0.00		
41	Interially Fed Drum Screen & Comp	142,500.00	0.00	0.00	0.00	0.00	0%	142500.00	0.00		
42	Gates	14,000.00	0.00	0.00	0.00	0.00	0%	14000.00	0.00		
43	Aquarius MSABP	1,326,600.00	0.00	5,000.00	830000.00	835000.00	63%	491600.00	83500.00		

Application and Certificate for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest Dollar.

Application Number: 5
Application Date: 12/22/10
Period From: 11/23/10
Period To: 12/22/10
Eng. Project No.: 617S7

Use Column 1 on Contracts where variable retainage for line items may apply.

Retainage: 10%

A No.	B Description of Work	C Scheduled Value	E Work Completed			G Total Completed and Stored to Date D+E+F	H % G/C	I C-G	Retainage 10%
			This Application						
			D Previous Applications	Work In Place	F Stored Materials				
44	Positive Displacement Blower	64,050.00	0.00	0.00	0.00	0.00	0%	64050.00	0.00
45	Casework/Counter Top	11,865.00	0.00	0.00	0.00	0.00	0%	11865.00	0.00
46	Hoist/Trolley/Crane	13,650.00	0.00	0.00	0.00	0.00	0%	13650.00	0.00
47	Valves	117,600.00	0.00	500.00	39188.00	39688.00	34%	77912.00	3968.80
48	Yard Piping	238,975.00	83,156.93	5,000.00	0.00	88156.93	37%	150818.07	8815.69
49	Manholes	174,900.00	0.00	5,000.00	0.00	5000.00	3%	169900.00	500.00
50	Process Piping	98,322.00	0.00	250.00	2455.27	2705.27	3%	95616.73	270.53
51	Mechanical	86,000.00	3,000.00	500.00	0.00	3500.00	4%	82500.00	350.00
52	Electrical	613,900.00	5,500.00	500.00	0.00	6000.00	1%	607900.00	600.00
53		0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
		5,098,770.00	689078.93	73,930.00	871643.27	1634652.20	32%	3464117.80	163465.22



Invoice # Invoice Date Customer #
 000425 12/16/2010 10-1183

1103 Mineral Springs Drive Suite 300 Port Washington, WI 53074
 Phone 262-268-1500 Fax 262-268-1515

Bill To:

ERIKSEN CONSTRUCTION CO., INC
 2536 SOUTH HWY 30
 PO BOX 610
 BLAIR, NE 68008

Ship To:

ERIKSEN CONSTRUCTION CO., INC
 WAYNE, NE

Project #	Customer PO #	Ship Via	F.O.B.	Ship Date	Terms
10-1183	PROJ 559-13Y	Best Way	Destination	12/16/2010	90% net 30

Description	Qty Ordered	Qty Shipped	Unit Price	Total
PARTIAL INVOICE MATERIALS TO DATE	1.00	1.00	830,000.00	830,000.00

Shipped to date:

-Media Rack Materials:

216 Side panel weldments

597 Cross bar weldments

Misc Hardware

-24 SS drop pipes

-68,000 linear ft of biomass media

Total Equipment Amount \$830,000.00
 Sales Tax 0.00
 Less: Retainage (83,000.00)
 Amount Due This Invoice \$747,000.00

Mellen & Associates, Inc.3404 South 11th Street
Council Bluffs, IA 51501Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: ERIKSEN CONS
Invoice No.: 8739Bill To: **Eriksen Const**
P.O. Box 610
2546 S. Hwy 30
Blair, NE 68008Ship To: **Eriksen Const**
%Wayne NE Waste Treatment Facility**DeZurik/Wayne, NE**

Date		P.O. Number		Ship Via	Terms	
11/30/10		559-22Y			Net 30	
Quantity		B.O.	Item Number	Description	Unit Price	Amount
Required	Shipped					
1	1			18" DeZurik Model PEF Eccentric Plug Valve, MJ Ends, Buried Gear Operator with 2" Extended Operating Nut Tag: SAN	6595.00	6595.00
2	2			6" DeZurik Model PEF Eccentric Plug Valve, MJ Ends, Buried Gear Operator with 2" Extended Operating Nut Tag: MH10 Tag: BYPASS	1359.00	2718.00
1	1			10" DeZurik Model PEF Eccentric Plug Valve, MJ Ends, Buried Gear Operator with 2" Extended Operating Nut Tag: FORCE MAIN	2275.00	2275.00
1	1			8" DeZurik Model PEF Eccentric Plug Valve, MJ Ends, Buried Gear Operator with 2" Extended Operating Nut Tag: CROSSOVER	1725.00	1725.00
2	2			8" DeZurik Model PEF Eccentric Plug Valve, Flanged Ends, Gear & Handwheel Operator Tag: CROSSOVER Tag: DRUM SCREEN	1613.00	3226.00

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.

3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: ERIKSEN CONS

Invoice No.: 8739

Bill To: **Eriksen Const**
P.O. Box 610
2546 S. Hwy 30
Blair, NE 68008

Ship To: **Eriksen Const**
%Wayne NE Waste Treatment Facility

DeZurik/Wayne, NE

Date	P.O. Number		Ship Via	Terms		
11/30/10	559-22Y			Net 30		
Quantity		B.O.	Item Number	Description	Unit Price	Amount
Required	Shipped					

Tag: DEGRITTER

6 6

6" DeZurik AWWA Butterfly
Valve, Flanged Ends,
CI Offset Disc with
Stainless Steel Seating Edge, EPDM Seat,
Lever Operator

667.00 4002.00

Tag: AIR LINES

Tag: INFLUENT

Tag: DEGRITTER

Tag: DROP LEG ISOLATION

Invoice subtotal 20541.00

Invoice total 20541.00

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.

3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: ERIKSEN CONS
Invoice No.: 8748

Bill To: **Eriksen Const**
P.O. Box 610
2546 S. Hwy 30
Blair, NE 68008

Ship To: **Eriksen Const**
%Wayne NE Waste Treatment Facility

DeZurik/Wayne, NE

Date		P.O. Number		Ship Via		Terms	
11/30/10		559-22Y				Net 30	
Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount	

Tag: SAN

Tag: MH10

4	4			14" DeZurik Model PEF Eccentric Plug Valve, MJ Ends, Buried Gear Operator with 2" Extended Operating Nut	4093.00	16372.00
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Tag: BYPASS

Tag: FORCE MAIN

Tag: CROSSOVER

Tag: CROSSOVER

Tag: DRUM SCREEN

1	1			10" DeZurik Model PEF Eccentric Plug Valve, MJ Ends, Buried Gear Operator with 2" Extended Operating Nut	2275.00	2275.00
---	---	--	--	---	---------	---------

Tag: DEGRITTER

Tag: AIR LINES

Tag: INFLUENT

Tag: DEGRITTER

Tag: DROP LEG ISOLATION

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.

3404 South 11th Street
Council Bluffs, IA 51501

Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: ERIKSEN CONS
Invoice No.: 8748

Bill To: **Eriksen Const**
P.O. Box 610
2546 S. Hwy 30
Blair, NE 68008

Ship To: **Eriksen Const**
%Wayne NE Waste Treatment Facility

DeZurik/Wayne, NE

Date		P.O. Number		Ship Via		Terms		
11/30/10		559-22Y				Net 30		
Quantity		B.O.	Item Number	Description	Unit Price	Amount		
Required	Shipped							

Invoice subtotal	18647.00
Invoice total	18647.00

Past due invoices will be subject to a service charge of 1.5% per month.



Local Service, Nationwide
 P.O. Box 1419
 Thomasville, GA 31799-1419

INVOICE

BRANCH ADDRESS
 HDSWW - OMAHA NE
 Branch - 237
 10707 S 149th Street
 Omaha NE 68138
 402/896-8173

INVOICE #	2327663
INVOICE DATE	11/24/10
ACCOUNT #	101321
SALESPERSON	JOE MCLAUGHLIN
BRANCH #	237

Total Amount Due	\$2,455.27
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Remit To:
 HD SUPPLY WATERWORKS, LTD.
 PO BOX 91036
 CHICAGO, IL 60693-1036

1049 1 MB 0.382 E0122X I0193 D270559959 P662118 0001:0001



ERIKSEN CONSTRUCTION CO INC
 PO BOX 610
 BLAIR NE 68008-0610

Shipped to: 10/29/10 2076541

WAYNE WWTP
 4TH ST & DEARBORN ST
 BILL 402-658-0457
 WAYNE, NE

CUSTOMER JOB- WAYNE WAYNE WWTP*

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
 We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
10/08/10	11/19/10	WAYNE WWTP	WAYNE WWTP*	WAYNE		BESTWAY	2327663
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
0118350T	HD SUPPLY WATERWORKS PO#- 4870321 18 TJ PR350 DI PIPE C/L BID SEQ# 20	2		2	47.50000	FT	.00
/20009127871	6X5 FLG CONC RED DI C110 UNLIN	2	2		68.40000	EA	136.80
/20009127199	6X3 FLG CROSS DI C110 UNLINED BID SEQ# 1290	12	12		190.08000	EA	2,280.96
/20009127201	6 DI BLIND FLANGE UNLINED BID SEQ# 1310	1	1		37.51000	EA	37.51

Handwritten:
 \$59
 12-1-10
 0

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

Terms	SubTotal
NET 30	2,455.27

Freight	Delivery	Handling	Restock	Misc.	Tax	INVOICE TOTAL	\$2,455.27
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HDSWW - OMAHA NE
 Branch - 237
 10707 S 149th Street
 Omaha NE 68138

THANK YOU FOR YOUR ORDER
 VISIT
 WATERWORKS.HDSUPPLY.COM
 FOR OTHER SERVICES OFFERED

INVOICE:	2327663
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FOR INFORMATIONAL PURPOSES ONLY

Economic Factors and Next Year's Budgets and Rates

The City of Wayne has maintained a strong financial position again this year. The budget adopted for 2010-2011 continues the City's practice of conservative financial planning. The budget adopted complies with the financial management policies approved by the City Council and is structured to meet the Council's priorities. For 2010-2011, those priorities included: working with Economic Development to retain and expand the employment base and retail opportunities; create a leadership "Think Tank"; support and enhance community marketing efforts; explore community needs through focus groups with Leadership Wayne Class and WSC staff and students; continue housing opportunity efforts; promote energy use awareness through educational efforts on the role of trees, recycling and energy savings incentives for housing; adopt storm water mitigation policies; complete wellhead protection plan; improve communication efforts through ward meetings; and research "Best Management Practices" through field trips and contacts at professional meetings.

Concerns about the next fiscal year's budget arise from the city staff and the Mayor and Council. We are maintaining our current staffing and service levels by continual searching for and exploring cost-cutting measures. We are also searching for new revenue streams and raising rates where appropriate to cover costs.

Concerns about the national and local economy will have an impact on our local revenues and rising costs. The State of Nebraska continues to have shortfalls in their revenue projects and undertake a variety of cost-cutting measures. This will eventually have an impact on the state aid that local governments, school districts and counties receive. The new budget has a decrease in state funding by about \$2,500 dollars at the same time we saw an increase in our projected equalization funds by about \$20,000 dollars. We will see an approximate \$20,000 decline in our highway allocation funds from the previous year. The large capital projects the city has taken in the past couple years is of concern to staff. The three largest projects will be the construction of the Wastewater Treatment Plant, the purchase of a new ladder truck for the Fire Department, and the renovation of all the paved areas at the airport. We continue working thru the necessary paperwork for the ARRA projects, including the additional requirement necessary to meet the grant guidelines. These guidelines do increase the project costs and place an extra burden on staff to maintain grant compliance.

We are in the second year of the new city sales tax. Revenues from the city sales tax have remained stable or growing at approximately 2% per year. The Citizens Advisory committee has processed several requests for the LB840 plan projects. In order to fund the approved LB840 projects, Council has authorized an interest bearing loan from the Electric Fund to pay for the projects. The proceeds of future sales tax dollars will pay the interest and principal of this loan.

Rates for the utility funds are set to cover operating costs and capital needs. Annually, we have looked at the electric rates and adjusted them accordingly. We increased our sewer rates to allow us the option of using the State Revolving Loan Fund for the construction of the treatment plant as required by NDEQ by the fall of 2011. The State Revolving Loan Fund requires the entity to

have sufficient rates in place when the final loan is executed. We are also studying the water rates, as we also have a State Revolving Loan for the American Recovery and Reinvestment Act (ARRA) approved projects. These projects are the new well, the booster pump station, the looping of mains project, and the Muhs Acres water line project. The water rates will also need to be sufficient to cover the debt service on the State Revolving Loan.

Effective September 1, 2010, the City contracted with Gill Hauling to rent the Transfer Station for \$1,000 per month. The bank stabilization on the west side of Logan Creek has been completed at a much lower cost than originally anticipated. The grants from the Nebraska Environmental Trust Fund and the Lower Elkhorn Natural Resource District helped pay for the project.

New requirements from the Nebraska Department of Roads will cause approved grants to be delayed, as we wait for their necessary approval before the next steps are taken. This process will add additional time to complete the process.

Capital items for 2010-11 include:

1. Building a reserve for the replacement of all air packs and pagers for the Fire Department.
2. Replace the aerial ladder truck for the Fire Department.
3. Phase II of the City's biking/hiking trail system. In the current design, there is a portion of the trail that is designed as crushed rock. The citizen's sales tax advisory committee requested that the 2,200' be concrete, and we carried forward the budget of \$16,500 from the city sales tax dollars. This project has received a grant of \$45,000 from the Game & Parks Commission. It also has been awarded \$342,056 in Transportation Enhancement Grants and \$27,000 from the Lower Elkhorn Natural Resource District.
4. Necessary equipment purchases for the various departments.
5. Install low maintenance landscaping at city hall.
6. Park improvements to meet ADA standards for the restrooms. We anticipate using sales tax dollars for this project. (\$55,000)
7. Continue with the project to digitize the Wayne Herald for the public Library. (\$10,000)
8. Replace the bleachers owned by the City to meet the insurance standards for proper guards. (\$20,000)
9. Ongoing street maintenance projects.
10. Renovations of 10th street and the associated water lines from Main Street to Windom Street are scheduled to take place in 2009-10. (\$466,000 Streets, \$22,000 Sewer, & \$67,000 Water)
11. GIS conversion and update.
12. Design the improvements to Windom Street. This is an STP project. (\$590,000)
13. The transportation enhancement grant application was approved. The Department of Roads has been working on the environmental reviews and once that is complete, we will need to select the engineers and design the project. Construction will likely take place sometime in 2012 or 2013. The project will connect the hiking/biking trail at the Wayne Community Activity Center to the trail on the east edge of the Western Ridge Subdivision. (\$538,946)
14. Downtown revitalization, including the necessary street, water & street work for 1st

- Street and the sidewalks and ADA ramps as designed. (\$484,600). There are several businesses that will use the grant funds for building restoration and preservation. The approved grant for this project is \$250,000.
15. Bencoter Addition water, sewer and streets. (\$545,000)
 16. The energy grant for replacing the cooling system for unit number six at the power plant has begun. (\$600,000) The grant was for \$250,000.
 17. The set aside of funds for the EPA RICE regulations has begun.
 18. The next Electric Distribution Improvement Project will be undertaken in the next fiscal year. (\$100,000)
 19. We will continue exploring Automated Meter Reading (AMR) systems to determine the best system for the City. The City has collected and has in reserve \$425,182 in the electric fund and \$430,858 in the water fund for this project.
 20. Purchase of a new plotter and scanner for use in the building inspection department.
 21. Update some of the computer system switches to be able to utilize the fiber installed by American Broadband connecting some of our facilities.
 22. The City will continue updating our lift stations. (\$10,000)
 23. The City will continue rehabbing manholes in the city sewer system. (\$20,000)
 24. Installation of the sewer line in the industrial park. (\$200,000)
 25. Construction has begun on the new wastewater treatment plant. This is an anaerobic digester system. We will have a \$520,000 grant from the EPA for this project. (\$6,500,000) We have \$7,000,000 in State Revolving Loan Funds approved for this project at 3% interest.
 26. Water wellhead protection project. (\$30,000)
 27. We will continue the renovation project at the airport that includes runways 4/22 & 17/35, taxiways and apron area. We received an FAA grant for 95% of the project, and the State has also approved a \$50,000 grant.

The Community Development Agency had purchased land for the Western Ridge housing subdivision in previous years. To date, there are fifteen houses completed, and the sixteenth is scheduled for completion in January of 2011.

The Community Development Agency also purchased the Kardell Industrial Park in previous years. The speculative building has been completed, and we are marketing it to prospective business clients. The City did receive a Community Development Block Grant for this project. Wayne Industries is the Subrecipient of the grant.

Once again, the city has decreased the total property tax levy requested for city support by \$0.002352 per \$100 of valuation for the upcoming fiscal year. The total property tax levy for the City of Wayne, including the airport and debt service, is \$0.452198 per \$100 of valuation.

Request for Information

This financial report is designed to provide a general overview of the City of Wayne's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in the report or requests for additional financial information should be addressed to the Finance Officer, City of Wayne, 306 Pearl Street, PO Box 8, Wayne, NE 68787.