

**AGENDA  
CITY COUNCIL MEETING  
February 15, 2011**

**5:30 Call to Order**

**1. Approval of Minutes – February 1, 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. Presentation of FY09-10 Audit – Terry Galloway, Almquist, Maltzahn, Galloway & Luth, PC**

**Background:** This audit is for the time period of October 1, 2009, to September 30, 2010. Terry will review the actual revenues and expenditures compared to the budgeted amounts. He will also comment on the fiscal status of the City and our utility departments. We have asked Terry, again this year, to prepare a spreadsheet of key spending and revenue indicators, comparing Wayne to other Nebraska communities of similar size.

**Enclosure: Audit Report**

**4. Action on the Application of Jacy Schmeichel for Membership to the Wayne Volunteer Fire Department**

**5. Resolution 2011-5: Establishing Sewer Rates for Users Outside City Limits**

**Background:** This Resolution was tabled at the last Council meeting to allow staff to send information to the nine residential and commercial customers that would be affected by this rate change. To compensate for some of the overhead costs, around-the-clock coverage, and the convenience provided by certified, experienced city personnel, most city utilities charge a double rate for water and some charge a double rate for sewer for those customers outside the city limits. Wayne currently charges double water rates, but not double sewer rates, to customers served outside the city limits. This Resolution adjusts the sewer rates to double the rates for sewer customers outside the city limits.

**Enclosures:** Examples of the affect on current sewer rates for the residential and commercial customers by this Resolution.

**Recommendation:** The recommendation of the City Administrator is to approve the

rate increase for sewer customers outside the city limits.

**6. Action to Reconsider Resolution Approving LPA Program Agreement – STP Funds for the Wayne Underpass**

**Background:** At last week's Council meeting, the vote to approve this funding agreement with the Nebraska Department of Roads for \$403,689 cost-share to pay 70% of the cost of an underpass to replace the Phase II Trail at-grade crossing of Highway 35 failed to pass. Even though NDOR approved the funding for the underpass last year, it took them this long to draft this project agreement. By City Code, Council actions to approve contracts or to expend city funds must receive aye votes from a majority of the council members elected. For Wayne, that means 5 aye votes were required. The vote at the last Council meeting was 3 ayes and 3 nays, with two members absent, and the Mayor breaking that tie with an aye vote. Since there were not five aye votes, the motion failed.

At the meeting last week, I failed to be prepared to discuss the amount of work that we have done with NDOR, at NDOR's direction, since they awarded us the grant last winter to cut and paste the at-grade crossing out of the Phase II Trail Project.

Joel Hansen is our designated "Responsible Charge" for federally funded projects and works daily with this and other NDOR projects. Since he is working these programs, I asked Joel to provide you with a best guess of options if the agreement with NDOR for the underpass project does not go forward.

1) NDOR has begun prioritizing projects because of excessive State workload. The Wayne Trail Phase II Project has been selected as a "FY2011 challenge project" so we are being prioritized in order to get the funds obligated yet this year and hopefully bid yet this fall. The scope of the project and the exact location must be determined and submitted to the engineer by February 25, 2011. To change back to an at-grade crossing will require a professional traffic study and project review that will miss that deadline.

2) In 2010, the NDOR selection committee allocated funding for the underpass as a highway safety issue. The at-grade crossing was completely removed from the Phase II Trail design by NDOR when they approved the grant for the underpass. A gap was created in the Phase II Trail between the CAC at the south and the water tower at the north at the request of NDOR to simplify the projects once the Council voted last year to go ahead and program the underpass as a Transportation Enhancement Project using 70% federal funds. This was also done to eliminate local costs for additional work for a traffic study, as discussed below, and the cost to remove the at-grade crossing once the underpass was constructed and to avoid wasting NDOR funds on a segment that would only be used for two years until the underpass was built.

3) During the discussion of options, other than the underpass last year, we requested NDOR to review and consider a flashing light at the at-grade crossing that would only signal when pedestrians were present at the crossing. At that time, NDOR's Traffic Division rejected this as an option and also informed us that a traffic engineering study would be required at this time if we wished to construct an at-grade crossing. Our engineer estimated that would cost an additional \$10,000.00. The additional work would also require us to follow the intensive

submittals and reviews needed by NDOR and FHWA in order to have the trail be paid for with federal funds. If we do not comply with the Federal requirements at any time, we would have to repay any federal funds already expended on this project. The traffic study would determine where the trail could cross Highway 35, and if it is different than what was originally designed, then that would also require additional work by the engineer.

4) Therefore, if we attempt to proceed without the underpass (now referred to by NDOR as Phase III), we will delay the Phase II project and remove it from the list of FY2011 challenge projects, and thus place it back on NDOR's pile of back-logged projects. Depending on the results of the traffic study, we will most likely delay construction until at best late 2012 and perhaps not until 2013 or even 2014 if we would be required to obtain additional easements or permits in order to construct an at-grade crossing in a different location, as well as redesign the crossing. At this point, any delay is really a guessing game based on how NDOR decides which projects to focus on. NDOR has publicly suggested in the past that each year of delay in construction adds 5% to the cost due to inflation.

Because of a February 25<sup>th</sup> deadline for NDOR to prioritize bidding out the Phase II Trail Project for 2011 construction, one of the Councilmembers who voted aye has asked the Mayor to place this item back on the agenda for February 15<sup>th</sup> for reconsideration with all Councilmembers present. The reason a Councilmember who voted aye can move to reconsider this motion that failed is because Section 2-77 (12) of our City Code states the following: Motions to reconsider may only be made by a Councilmember who voted with the majority. In this case, those voting aye were in the majority.

**Recommendation:** The recommendation of NDOR was to substitute the underpass for the at-grade crossing. If this is brought before the Council for reconsideration, that is still Joel's and my recommendation also. This is one of those projects that take a number of years from start to completion and consume a lot of time and money as it develops.

7. [Resolution 2011-9: Approving LPA Program Agreement – STP Funds for the Wayne Underpass](#)
8. [Resolution 2011-10: Accepting Bid and Awarding Contract on the Cooling Tower Improvement Project](#)

**Background:** This is a bid for equipment only and will be followed by a bid for the installation, which is being advertised now. Only one bid was received. This project was awarded \$250,000 in federal stimulus funding for energy projects.

**Enclosure:** Bid received

**Recommendation:** This project is also taking a lot longer than expected, but that is the nature of the business now. We are using a long time contractor and consultant at our power plant to help us review these bids. He recommends accepting this bid so we can get the equipment ordered. Gene and I also recommend approving this bid for the equipment.

9. Action on Application for Payment No. 6 in the Amount of \$458,019.09 to Eriksen Construction Co. for the 2009-2010 Wastewater Treatment Facility Improvements, Phase I Project

**Recommendation: This is for work completed in compliance with our contract and approved for payment by the project engineer.**

10. Action on Request for a 90-Day Extension on the Downtown Revitalization Project to Complete Building Facade

11. Recess

a. Convene as Community Development Agency

b. Approve Minutes – December 7, 2010

c. Claims

d. Action Authorizing Release of Javanah Bencoter from the Bencoter Development TIF Project

Recommendation: This is a technical change that must legally be made in the project.

e. Action to Set Sale Prices on Lots 49 and 57, Western Ridge Subdivision (Market Rate Lots - \$12,000 per lot)

12. Adjourn as Community Development Agency and Reconvene as Council

13. Adjourn

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_

Mayor

\_\_\_\_\_

City Administrator

Library Board Meeting Minutes (November 2, 2010)

February 1, 2011

The Wayne City Council met in regular session at City Hall on Tuesday, February 1, 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, Dale Alexander, Doug Sturm, Kathy Berry, and Jill Brodersen; City Attorney Kyle Dahl; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Jon Haase and Kaki Ley.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 20, 2011, 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 Alexander, whereas the Clerk has prepared copies of the Minutes of the meeting of January 18, 2011, 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:** AMERITAS, SE, 2266.78; APPEARA, SE, 97.83; BANK FIRST, FE, 195.00; BAUM HYDRAULICS, SU, 24.33; BLACK HILLS ENERGY, SE, 1671.36; CITY EMPLOYEE, RE, 140.81; CITY EMPLOYEE, RE, 671.83; CARTRIDGE WORLD, SU, 59.99; CITY EMPLOYEE, RE, 32.80; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 1500.00; CITY OF WAYNE, PY, 58670.87; CITY OF WAYNE, RE, 699.93; CITY OF WAYNE, RE, 99.38; COMMUNITY HEALTH, RE, 3.00; CONNIE WEBBER, RE, 100.00; DE LAGE LANDEN FINANCIAL, RE, 232.69; DUTTON-LAINSON, SU, 155.75; ECHO GROUP, SU, 61.10; EGAN SUPPLY, SU, 1041.58; ERIKSEN CONSTRUCTION, SE, 851015.94; FIRST CONCORD GROUP, SE, 3954.70; FORT DEARBORN LIFE, SE, 1599.23;

GODFATHERS, SE, 69.00; CITY EMPLOYEE, RE, 136.80; HEIKES AUTOMOTIVE, SE, 69.23; HUNTEL, SE, 330.00; ICMA, SE, 5693.82; INDUSTRIAL ELECTRIC MOTOR, SE, 1895.25; INTERNATIONAL PUBLIC, SE, 115.50; IRS, TX, 18963.99; JACOB'S ROOM, SU, 205.61; CITY EMPLOYEE, RE, 203.86; CITY EMPLOYEE, RE, 1030.93; KRIZ-DAVIS, SU, 5542.26; MERCY MEDICAL CLINIC, SE, 70.00; MIDWEST OFFICE AUTOMATION, SE, 960.42; MIDWEST SERVICE & SALES, SU, 195.00; MOONLIGHT TOWING, SE, 122.48; MURPHY TRACTOR & EQUIPMENT, SU, 696.75; CITY EMPLOYEE, RE, 126.44; NE DEPT OF REVENUE, TX, 2955.30; NE PLANNING & ZONING, FE, 40.00; NORTHEAST LIBRARY SYSTEM, FE, 66.00; NNPPD, SE, 2493.41; OVERHEAD DOOR, SU, 766.00; PIEPER, MILLER & DAHL, SE, 2527.00; CITY EMPLOYEE, RE, 211.75; PRESTO X, SE, 32.91; CITY EMPLOYEE, RE, 49.50; PUSH-PEDAL-PULL, RE, 150.00; QUILL, SU, 884.07; QWEST, SE, 309.57; RADIANT HEAT, SU, 498.85; ROBERT WOehler & SONS, SE, 18429.12; STADIUM SPORTING GOODS, SU, 372.25; THE COFFEE SHOPPE, SE, 95.85; TIM SCHAEFER, SE, 39.50; CITY EMPLOYEE, RE, 81.32; VERIZON, SE, 263.68; VIAERO, SE, 135.36; VOSS LIGHTING, SU, 342.68; CITY EMPLOYEE, RE, 1772.14; CITY EMPLOYEE, RE, 99.38; WESCO, SU, 3386.70; IMPRINT, SU, 206.02; AMERICAN BROADBAND, SE, 1168.11; APPEARA, SE, 48.35; AS CENTRAL SERVICES, SE, 448.00; AWWA, FE, 295.00; BLACK HILLS ENERGY, SE, 1067.51; BOMGAARS, SU, 1089.53; CARHART LUMBER, SU, 444.11; CITY OF NORFOLK, SE, 114.75; CITY OF WAYNE, RE, 513.49; CLAUSSEN & SONS IRRIG, SE, 340.00; CONNEY SAFETY PRODUCTS, SU, 79.49; CREDIT BUREAU SERVICES, SE, 202.59; DAKOTA BUSINESS SYSTEMS, SE, 101.50; DE LAGE LANDEN FINANCIAL, SE, 77.00; DUTTON-LAINSON, SU, 493.86; EASYPERMIT POSTAGE, SU, 1169.64; FLOOR MAINTENANCE, SU, 32.10; FORT DEARBORN LIFE, SE, 103.20; FREDRICKSON OIL, SU, 497.75; GALE GROUP, SU, 90.79; GILL HAULING, SE, 133.00; HAWKEYE ADJUSTMENT, SE, 891.69; HERITAGE HOMES, RE, 5966.00; INLAND TRUCK PARTS, SU, 110.36; JOHN'S WELDING AND TOOL, SU, 15.25; MIDWEST DIESEL, SU, 42.81; NATL ARBOR DAY FOUNDATION, FE, 50.00; CITY EMPLOYEE, RE, 125.50; NE FOREST SERVICE, FE, 80.00; NE SAFETY COUNCIL, SE, 10.95; NHHS, FE, 42.81; NE NEB AMERICAN RED CROSS, SE, 50.00; NE NEB AMERICAN RED CROSS, SE, 19.62; NWOD, FE, 20.00; PEITZ SERVICE, SU, 121.16; POSITIVE PROMOTIONS, SU, 246.45; QUILL, SU, 7.47; THE CHILD'S WORLD, SU, 149.50; CITY EMPLOYEE, RE, 684.78; TYLER TECHNOLOGIES, SU, 968.70; UNITED WAY, RE, 5.00; US BANK, SE, 6516.02; UTILITIES SECTION, FE, 340.00; VERIZON, SE, 101.30; WAED, RE, 6383.33

Councilmember Sturm made a motion and seconded by Councilmember Alexander 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.

Garry Poutre, Superintendent of Public Works & Utilities, reviewed the bid specifications for the purchase of a new four-wheel drive medium duty cab and chassis truck which will replace the 1977 dump truck in the Public Works Department. The 1977 truck has been used for plowing and hauling snow, hauling dirt, wood chips, brush, etc. There is currently \$90,000 in the budget for this purchase. The estimate for this new cab and chassis is \$85,000. A snowplow will also have to be purchased, and that will take place in the next budget year. The snowplow is expected to cost approximately \$6,000 - 7,000 and will be purchased through the state bid program. The intent is to sell the 1977 truck.

Todd Hoeman and Lowell Heggemeyer of the Public Works Department were also present to answer questions.

Councilmember Sturm introduced Resolution No. 2011-4 and moved for its approval; Councilmember Frevert seconded.

#### RESOLUTION NO. 2011-4

A RESOLUTION APPROVING FOUR-WHEEL DRIVE CAB AND CHASSIS TRUCK SPECIFICATIONS AND AUTHORIZING BIDS TO PURCHASE.

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

Administrator Johnson stated the following Resolution would establish double sewer rates for customers located outside city limits. As of this time, it would only affect nine customers. This is similar to what is done for water customers located outside city limits. This was an item discussed at retreat.

City Clerk McGuire advised the Council this action could generate an additional \$6,000 to 7,000.

Mayor Chamberlain stated these customers are already being charged double water rates. This action is being modeled off the water charges for those customers living outside city limits.

Councilmember Alexander suggested notifying these customers of this rate change before taking action on the Resolution.

Councilmember Alexander made a motion to table action on Resolution 2011-5 regarding the establishment of double sewer rates for customers outside city limits until the next meeting; Councilmember Sturm seconded the motion.

Councilmember Sturm stated he would lean towards approving this action even after these customers have been notified because they are using this city service.

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

Administrator Johnson presented the wage and salary schedule for exempt and non-exempt employees. This includes a 1% cost of living adjustment which was approved at the budget hearing. In addition, he was recommending that the position of Recreation-Leisure Services Assistant II position be changed from a Labor Grade 16 to a Labor Grade 17, and that the title be changed to "Community Activity Center Director."

Last year, employees received a 2% cost of living adjustment. It was noted that employees who could move on the wage grid could also see an additional 2.17%. Those employees who have been with the City 10 years or longer would only see the cost of living adjustment. Occasionally, job descriptions are adjusted to match the market of comparable cities.

Councilmember Berry stated because the social security tax has been lowered, which means more take-home pay for employees, this may be an opportunity to forego the cost of living adjustment this year.

Administrator Johnson stated last summer, we took the Recreation-Leisure Services Asst. II position from a Labor Grade 7 to a Labor Grade 16. This was when we hired Karla Jensen to fill that position. Her job description now is that of the Community Activity Center Director, which is why he is recommending this change on the resolution. The CAC Director position will report directly to the City Administrator.

In response to Councilmember Alexander's question, Administrator Johnson stated the reason he moved the Labor Grade from a 16 to a 17 was to give some room for a pay increase, other than just the cost of living. Alexander asked when you are hired at the top of the pay range, you don't expect to go any higher, do you? He preferred keeping this position at the Labor Grade 16. He noted that this is the same discussion we had last year. There are a lot of people who are at the top of the pay scale, and we are not going to move their job descriptions just so we can give them another increase.

Administrator Johnson replied he was looking at the job we have asked her to do and comparing it to what she had been doing when she first was hired.

Councilmember Sturm stated her job description has changed. She has been asked to assume more responsibility than what she was doing when we first hired her.

Councilmember Alexander wanted to see the job description she was originally hired at.

Mayor Chamberlain stated we used her to fill the Recreation-Leisure Services Assistant position that we created when we opened the building. When Chad Metzler left, we never filled the position.

Administrator Johnson stated when Karla was hired, Jeff still had oversight over the employees at the CAC. Karla is now in more of a supervisory role up there. These two positions are like they were back in 2002. There are three positions that he does not ever see making over \$40,000 per year and those are the Recreation-Leisure Services Director, the CAC Director, and the Senior Center Director. These positions are not critical to the core of what we do. There are budget issues coming up, and there are not many towns paying over that amount for those positions. It was noted that Karla has been in this position since August 1, 2010.

Councilmember Berry thought there were two totally different things going on in this Resolution. She might agree to one part, but not another part. She was advised that the Council can amend any part they want to amend.

Administrator Johnson stated if Council does not approve this Resolution, then the money stays in reserves. Personnel costs are the highest costs we have because we are a service organization. Capital purchases are what can be held back on if there is a budget shortfall. We have about \$800,000 in the General Fund cash reserves at this time.

Administrator Johnson stated the exempt or salaried positions will also receive 1% and noted that those positions do not receive overtime or comp time. All of these pay increases are subject to satisfactory performance evaluations.

Councilmember Alexander introduced Resolution 2011-6, and moved for its approval, with one amendment which was to move the Community Activity Center Director position back to a Labor Grade 16; Councilmember Frevert seconded.

#### RESOLUTION NO. 2011-6

##### A RESOLUTION APPROVING WAGE AND SALARY SCHEDULE.

Mayor Chamberlain stated the motion, and the result of roll call was a tie, with three Yeas (Councilmembers Frevert, Van Delden and Alexander) and three Nays (Councilmembers Sturm, Berry and Brodersen). Mayor Chamberlain then cast a Yea vote to break the tie, and declared the motion carried.

Administrator Johnson stated the following Resolution would approve a 1% cost of living adjustment for the police dispatchers and officers in the Fraternal Order of Police. The Lieutenant and Police Chief positions are exempt and included in the previous wage and salary Resolution. All of these are subject to satisfactory performance evaluations, too. The FOP contract we are in now gives the Council the option of giving a 0% to 2% cost of living adjustment.

Councilmember Alexander introduced Resolution 2011-7, and moved for its approval with a 1% cost of living adjustment; Councilmember Van Delden seconded.

#### RESOLUTION NO. 2011-7

##### A RESOLUTION APPROVING WAGE AND SALARY SCHEDULE FOR THE WAYNE CHAPTER NO. 54 – FRATERNAL ORDER OF POLICE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Berry who voted Nay, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would approve the LPA agreement with the Department of Roads on the underpass project. This agreement is our official acceptance of the grant that the Department of Roads awarded to us last year on this project. This obligates State funds to this project. The total cost of the project is estimated to be \$576,699, with the STP cost-share at \$403,689, and the local cost-share at \$173,010. Johnson thought the costs went up some because of the segmentation of the Phase II trail from the underpass. The only fixed number in this is what the State will be contributing - \$403,689. The other numbers depend on how the bids come in.

Mayor Chamberlain stated realistically we are probably looking at 2014 for the underpass to be built.

Administrator Johnson stated if the costs would go up, and we would then decide not to go through with the project, we would be obligated to pay back any of the money we used. At this time, we have not used any of their money.

Councilmember Sturm asked if it would be wise not to spend any of their money, because they could come back in 2014 and say it won't be built until 2016. Until we see a check in hand, he did not know if we should do any of this project or we could end up spending \$250,000 when it is all said and done.

Johnson stated this agreement locks those funds in. This is not general fund money; it is gas tax money, and is all specific to the underpass.

Councilmember Sturm introduced Resolution 2011-8, and moved for its approval with the condition being that we do not spend any of these funds until we receive them.

Administrator Johnson advised the Council that if this agreement is approved, the next thing we need to do is select an engineer to design the project. We will have to pay the engineer for their services to design the project. If the Council would not approve a construction contract, we will still have the design costs of the project. Johnson did not see any design changes taking place if the project would not be done by 2014 or later. It's a fairly simple project.

Councilmember Brodersen opined she thought the engineering fees are way too high and that is across the board.

Administrator Johnson thought the application had \$55,000 allocated for design engineering, which is set by the State.

Councilmember Brodersen seconded the motion.

#### RESOLUTION NO. 2011-8

#### A RESOLUTION APPROVING LPA PROGRAM AGREEMENT – STP FUNDS FOR THE WAYNE UNDERPASS.

Mayor Chamberlain stated the motion. The result of roll call was a tie, with three Yeas (Councilmembers Van Delden, Sturm and Brodersen) and three Nays (Councilmembers Frevert, Alexander and Berry). Mayor Chamberlain then cast a Yea vote to break the tie. However, since this was a Resolution approving a contract, there needed to be five affirmative votes to pass the same. Mayor Chamberlain then declared the motion failed.

Administrator Johnson updated Council on the following Legislative Bills. These three bills he thought have the potential to affect the City of Wayne. He would not speak

on behalf of the City of Wayne unless the Council has the same position on these matters as he does.

LB-48: This bill adopts the requirements of the federal immigration law and requires state and local law enforcement to verify the immigration status of persons stopped or arrested for other issues when reasonable suspicion exists they are not U.S. citizens. The contents of Legislative Bill 48 are as follows:

- 1) It states that this Enforcement Act shall be implemented in a manner consistent with existing federal immigration law, protecting the civil rights of all persons;
- 2) It requires local and county and state law enforcement to determine the lawful immigration status of an individual who has otherwise been lawfully stopped, detained or arrested and reasonable suspicion exists that the person may be unlawfully present in the U.S.;
- 3) It states that reasonable suspicion may not be based solely on that person's race, color, religion, sex or national origin;
- 4) It directs the local law enforcement to turn any undocumented persons over to I.C.E. to take custody;
- 5) It states that no person or agency of the state shall limit or restrict the enforcement of federal immigration laws to less than the extent permitted by federal law;
- 6) It provides that an individual's lawful presence in the U.S. can be demonstrated by a valid state motor vehicle driver's license, state ID card or federal ID; and
- 7) It determines that it is unlawful for any person (Swedish, British, Hispanic, or Canadian) who is unlawfully present in the U.S. to work as an employee or independent contractor in this state. (It is already illegal for cities, counties and state agencies to hire any undocumented persons or contract with any businesses that hire undocumented persons).

The recommendation of the City Administrator is to advise the League of Municipalities to not oppose LB-48.

Councilmember Alexander stated while he supports this bill, he was concerned how it could affect the City in the future. It isn't the City or the State that enforces the Federal immigration laws. We cannot make them come and get these people, and if they don't come and get them, then who gets the bill?

Councilmember Sturm stated this doesn't mean anything will change, but it is a process that at least gives us a voice in disagreeing with what the League is doing in Lincoln.

Administrator Johnson stated that the League of Municipalities' staff will be opposing this bill. Their position is based on cost, and that it is the Federal Government's job to do this. His position is that it is the Federal Government's job to do this, but there is increasing local costs by nobody doing it, and if it's legal for States to do it, then it will be up to us because the Federal Government is not going to do it. He is not asking the Council to support LB-48; he is just asking the League to not oppose it.

LB-84: This bill would reallocate the revenues from .5% of the current 5.5% state sales tax to a dedicated construction fund in the Nebraska Highway Trust Fund to be used exclusively for capital construction projects. That would raise about \$125 million per year for 15 years. Without a better alternative, the recommendation of the City Administrator is to advise the League to support this bill, because roads and bridges still must be rebuilt over time and gas tax revenues will continue to fall.

LB-165: This bill will gradually eliminate Nebraska cities' ability to collect occupation taxes on cell phones over the next five years. Wayne currently collects a 5% occupation tax on both landline phones and cell phones. Revenues from cell phones are about \$65,000 per year, and revenues from landline phones are about \$27,000 per year. These funds are deposited into the city's general fund to defray city property taxes. The recommendation of the Finance Director and City Administrator is to advise the League to oppose LB-165 because of the revenue loss for many Nebraska towns, and because it arbitrarily favors national companies that do very large amounts of business in Wayne

but wouldn't be taxable because they aren't locally owned, and it penalizes the landline segment of the telephone communications industry and locally owned businesses.

Councilmember Berry made a motion and seconded by Councilmember Sturm authorizing staff to represent the positions of the City on the following Legislative bills: LB-48 (Illegal Immigration Enforcement Act), LB-84 (Build Nebraska Act) and LB-165 (Nebraska Telecommunications Services Occupation Tax Act). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Attorney Dahl, after reading the Municipal Code, stated that the Resolution regarding the LPA Program Agreement needed an affirmative vote of five members elected to the Council to pass. Dahl stated the Resolution regarding the wage and salary schedule was approved because it is just setting the wage ranges, and not appropriating any money.

Councilmember Sturm 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 6:49 p.m.

[Back to Top](#)

CLAIMS LISTING FEBRUARY 15, 2011

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,159.97
APPEARA	LINEN & MAT SERVICE	96.04
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	195.00
BIG T ENTERPRISES, INC	BATTERY	98.95
CITY EMPLOYEE	VISION REIMBURSEMENT	145.88
BROWN SUPPLY CO	HYDRANT MARKER/LIGHT BAR	266.15
CALIFORNIA CONTRACTORS	COVERALLS/NON SKID SHOE COVERS	198.75
CHAD JENSEN	ENERGY INCENTIVE	160.41
CHARTWELLS	SENIOR CENTER MEALS	4,443.25
CITY OF NORFOLK	INSPECTION FEE	194.15
CITY OF WAYNE	BUILDING DEPOSIT REFUND	500.00
CITY OF WAYNE	PAYROLL	56,953.25
CITY OF WAYNE	UTILITY REFUNDS	299.37
CLAUSSEN & SONS IRRIG.	CAC IRRIGATION SPRING/FALL SERVICE	90.00
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
COPY WRITE PUBLISHING	SHIPPING CHARGES/SUPPLIES	220.13
CUMING CO SHERIFF	CODE ENFORCEMENT LETTER	50.00
DAVE'S UNIFORM CLEANING	POLICE UNIFORM CLEANING	105.00
DUTTON-LAINSON COMPANY	RECEPTICLE/BULBS	910.37
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	64.85
CITY EMPLOYEE	COMPUTER PURCHASE	879.66
CITY EMPLOYEE	VISION REIMBURSEMENT	148.53
ED M FELD EQUIPMENT INC	VALVE	45.25
ELECTRIC FIXTURE & SUPPLY	CONTROL VALVE	42.75
ELLIS PLUMBING & HEATING	CAC FOUNTAIN REPAIR/BLEED LINES	886.26
FLOOR MAINTENANCE	VEHICLE WASH CLEANER	163.67
FREDRICKSON OIL CO	TIRE REPAIR	54.50
CITY EMPLOYEE	VISION REIMBURSEMENT	69.84
GREAT PLAINS ONE-CALL	DIGGERS HOTLINE	8.91
HARDING & SHULTZ P.C.	ATTORNEY FEES	8,403.39
HAUFF MID-AMERICAN SPORTS	FLAT BAND/POSSESSION INDICATORS	134.50
HAUGE ASSOCIATES, INC.	PAYROLL DEDUCTIONS	167.75
HOLIDAY INN OF KEARNEY	LODGING- D ECHTENKAMP/ C JUNCK	568.00
HOLIDAY INN-DOWNTOWN	LODGING- A LAWRENCE	77.00
ICC	MEMBERSHIP DUES- J HANSEN	100.00
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	5,682.90
INGRAM BOOK COMPANY	BOOKS	455.48
IRS	FEDERAL WITHHOLDING	17,718.18
JEO CONSULTING GROUP	SIDEWALK REPLACEMENT/WELL 11/TP	22,077.03
JOHN HADCOCK	ENERGY INCENTIVE	500.00
JOHN'S WELDING AND TOOL	SNOWBLOWER REPAIR	33.19
JOHNSON HARDWARE	DOOR KICK PLATE	221.18
CITY EMPLOYEE	HEALTH REIMBURSEMENT	58.82
KRIZ-DAVIS COMPANY	EMERGENCY LIGHT	161.88
KTCH AM/FM RADIO	RADIO ADS	525.00

MAIN STREET AUTO CARE	ENERGY INCENTIVE	300.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	877.52
MERIT MECHANICAL	CAC BOILER REPAIR	5,445.75
MIDWEST DIESEL INC	CAT LOADER ENGINE OVERHAUL	9,926.49
MIDWEST LABORATORIES, INC	BOD TESTING	136.35
MIDWEST OFFICE AUTOMATION	SR CENTER COPY OVERAGE/MAINTENANCE	933.51
MSC INDUSTRIAL	BITS/SCREWDRIVER/TAPS	159.26
CITY EMPLOYEE	HEALTH REIMBURSEMENT	704.54
NE DEPT OF REVENUE	STATE WITHHOLDING	2,737.88
NE EMERGENCY SERVICE	NESCA MEMBERSHIP	60.00
NE SALT & GRAIN CO	DE- ICER	1,533.61
NE STATE PATROL	CRIMINAL HISTORY REQUEST	105.00
NORFOLK TRUCK CENTER	ARM ASSEMBLY	193.23
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	11,634.98
OLSSON ASSOCIATES	HHS WATERLINE-BENSCOTER ADDITION	693.01
PAC N SAVE	READING SUPPLIES/BELT	10.64
CITY EMPLOYEE	HEALTH REIMBURSEMENT	578.34
PEPSI-COLA	CAC POP	514.04
PETERSON INDUSTRIAL ENGINE	REBUILD FUEL PUMP ENGINE 3	8,009.65
PIEPER, MILLER & DAHL	ATTORNEY FEES	2,729.50
PRESTO X COMPANY	PEST CONTROL	112.20
CITY EMPLOYEE	VISION REIMBURSEMENT	6,685.60
CITY EMPLOYEE	HEALTH REIMBURSEMENT	43.20
ROB HENNRICH-LIGHT & SIREN	BACK LIGHTS FOR SNOWPLOW	343.25
RON'S RADIO	BATTERY CONNECTOR/HAND MIKE	82.65
S & S WILLERS, INC.	CONCRETE GRAVEL	1,161.71
CITY EMPLOYEE	HEALTH REIMBURSEMENT	447.72
STADIUM SPORTING GOODS	T-SHIRTS	359.00
STATE NATIONAL BANK	ACH FEES	47.74
STATE NATIONAL BANK	PETTY CASH	111.49
CITY EMPLOYEE	HEALTH REIMBURSEMENT	251.10
SUSAN ELLIS	ENERGY INCENTIVE	500.00
TERRACON CONSULTANTS INC	WWTP	637.00
USEPA-LAS VEGAS FINANCIAL	GRANT OVERPAYMENT XP977156 01	26,020.00
VOSS LIGHTING	LIGHT BULBS	52.28
WAYNE COUNTY CLERK	FILING FEES	82.50
WAYNE COUNTY COURT	BOND	150.00
WAYNE HERALD	ENERGY WISE ADS/ADS & NOTICES	783.08
WAYNE STATE COLLEGE	LIGHTING EFFICIENCY	488.00
WAYNE VETERINARY CLINIC	CAT & DOG LICENSE	140.00
WAYNE WESSEL	ENERGY AUDIT	100.00
WESTERN AREA POWER ADMIN	ELECTRICITY	32,493.26
ZACH HEATING & COOLING	RECLAIM FREON	150.00
ZACH OIL COMPANY	GASOLINE	8,450.31

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

APPLICATION FOR MEMBERSHIP

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

Name Jacy Schmeichel Address 922 Logan Street  
Phone Number ~~402-340-7301~~ 402-340-7301 Social Security # 506-27-4304

Employer ~~Walmart~~ Helen (manager) Occupation Subway  
How long have you been employed by your present employer? Just started  
Previous Employer and Address Country Cottage Cafe 111 Trayer Street, Butte, NE 68722

Have you previously been a member of a Fire Department? yes  
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Butte Fire Department / Chief Scott Berni ~~402-775-2670~~ (402) 775-2670

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

no

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

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

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

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

Applicant's Signature Jacy Schmeichel Date 01/04/11

Sponsor's Signature (if applicable) \_\_\_\_\_ Date \_\_\_\_\_

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

Applicant's Signature Jacy Schmeichel Date 01/04/11

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

Matt Olson Jake Nelson Carl Locke  
Secretary's Signature \_\_\_\_\_ Date \_\_\_\_\_

Chief's Signature \_\_\_\_\_ Date \_\_\_\_\_

Council approved on \_\_\_\_\_ certified by City Clerk \_\_\_\_\_

For record purposes only: Date of Birth 04-07-1990 revised February 4, 2006

**RESOLUTION NO. 2011-5**

**A RESOLUTION AMENDING SEWER SERVICE AND USE RATES.**

BE IT RESOLVED that the customer service charge shall be a minimum monthly amount based upon the customer's water meter size and the commodity use rate shall be based upon the amount of water metered each month in thousands of gallons or parts thereof; and

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the following Sewer Service and Use Rates are established for all customers pursuant to the Wayne Municipal Code Section 82-156 (residential and commercial rates) and Section 82-160 (special use water rate):

1. Net Monthly Customer Service Charge

<u>Meter Size</u>	<u>Inside City</u>	<u>Outside (Rural)</u>
3/4" or les	\$ 6.50	<b>\$13.00</b>
1	9.43	<b>18.86</b>
1 1/4	13.20	<b>26.40</b>
1 1/2	17.94	<b>35.88</b>
2	29.84	<b>59.68</b>
3	63.77	<b>127.54</b>
4	111.35	<b>222.70</b>
6	247.33	<b>494.66</b>

2. Net Monthly Commodity, Use Rate per Thousand Gallons

- (a) Inside City - \$ 5.12
- (b) Outside City - \$10.24**

BE IT FURTHER RESOLVED that all residential rates shall be based on an average of the water usage during the months of December, January and February; and

BE IT FURTHER RESOLVED that the sewage contribution of a residential user, who has not established an average for the months of December, January and February, shall be charged, based on proven averages, in the following manner:

- Single occupancy - 2,000 gal. per month
- Double or more occupancy - 5,000 gal. per month

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after its passage, approval, and posting as required by law, and the rates provided herein shall be applicable to all services used after meters are read for billing purposes in **February**, 2011.

PASSED AND APPROVED this 15<sup>th</sup> day of February, 2011.

THE CITY OF WAYNE, NEBRASKA,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## YEARLY SEWER AMOUNTS FOR CUSTOMERS OUTSIDE CITY LIMITS:

### Residential

			Double Rate Revenue
Customer 1	316.20		
Customer 2	297.60		
Customer 3	243.51		
Customer 4	567.30		
	\$ 1,424.61	x 2	\$ 2,849.22

### Commercial

Customer 1	136.28		
Customer 2	140.76		
Customer 3	1182.60		
Customer 4	756.95		
Customer 5	3,096.00		
	\$ 5,312.59	x 2	\$ 10,625.18

Total	\$ 6,737.20		\$ <b>13,474.40</b>
-------	-------------	--	---------------------

**RESOLUTION NO. 2011-9**

**A RESOLUTION APPROVING LPA AGREEMENT - STP FUNDS FOR THE WAYNE UNDERPASS**

**Whereas:** The City of Wayne is proposing a transportation project for which it would like to obtain Federal funds; and

**Whereas:** The City of Wayne understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

**Whereas:** The City of Wayne and Nebraska Department of Roads (NDOR) wish to enter into a Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

**Be It Resolved:** by the City Council of the City of Wayne that Ken Chamberlain, Mayor, is hereby authorized to sign the attached Project Program Agreement between the City of Wayne and the NDOR. The City of Wayne is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number ENH-90(6),

NDOR Control Number 32153,

Wayne Underpass .

PASSED AND APPROVED this 15<sup>th</sup> day of February, 2011, at Wayne, Nebraska.

The City Council of the City of Wayne

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board/Council Member \_\_\_\_\_

Moved the adoption of said resolution

Member \_\_\_\_\_ Seconded the Motion  
Roll Call: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Abstained \_\_\_\_\_ Absent  
Resolution adopted, signed and billed as adopted

ATTEST:

---

City Clerk

## LPA PROGRAM AGREEMENT- STP FUNDS

CITY OF WAYNE, NEBRASKA  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
PROJECT NO. ENH-90(6)  
STATE CONTROL NO. 32153  
WAYNE UNDERPASS

**COPY**

THIS AGREEMENT, made and entered into by and between the City of Wayne, Nebraska hereinafter referred to as the "LPA", and the State of Nebraska, Department of Roads, hereinafter referred to as the "State", and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain bicycle/pedestrian trails in the LPA 's jurisdiction have been designated as being eligible for the Enhancement Program portion of the Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Enhancement Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible trails, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 70% percent of the eligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to the State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those trails, and

WHEREAS, the State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, the LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC has successfully completed training required by the State to serve as an RC for the Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, the LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the LPA will support the RC and is ultimately responsible to ensure that, at a minimum:

1. The project receives independent and careful development, supervision and inspection,
2. The project is constructed in compliance with the plans and specifications,
3. All aspects of the project from planning through construction activities, including all environmental commitments remain eligible for Federal funding, and
4. Decisions made and actions taken for the project have adequate supporting documentation filed in an organized fashion, and

WHEREAS, if the LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, the State and the LPA agree the State, on behalf of LPA, will advertise, conduct a letting and receive bids for the project and will pay all eligible costs directly to the Consultant and Contractors, and

WHEREAS, the State's role is only federal funding eligibility, including providing quality assurance and project assistance to ensure that the project is designed, constructed and managed according to federal rules and regulations. The State will coordinate with the LPA on federal funding issues, and

WHEREAS, Trans\*Port Site Manager will be used as the construction record-keeping system for construction and construction engineering services for this project, and

WHEREAS, Federal Regulations provide that the LPA shall not profit or otherwise gain from local property assessments that exceed the LPA's share of project costs, and

WHEREAS, the funding for the project under this agreement includes pass-through monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, including preliminary engineering, is currently estimated to be \$576,699.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA has earmarked and will place in its fiscal budget sufficient funds to pay all project costs not paid for by Federal funds; such costs are currently estimated to be \$173,010.00 (30% of \$576,699), but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

Design and build a concrete trail 8 feet wide for 600 feet that will pass underneath Nebraska Highway 35 and connect with proposed trails on the north side of Highway 35 and with the trail on the south side and

WHEREAS, the LPA desires that this project as shown on attached EXHIBIT "A" be constructed under the designation of Project No. ENH-90(6), as evidenced by the Resolution of the LPA dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, attached as EXHIBIT "B" and made a part of this agreement.

NOW THEREFORE, in consideration of these facts, the LPA and State agree as follows:

#### SECTION 1. PURPOSE OF AGREEMENT

The LPA wishes to implement, plan, design, construct, operate, and maintain a Federal-aid transportation project on a street, highway, road or other transportation related facility under LPA's jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides funding for the project through the State. The State, pursuant to Neb.Rev.Stat. §39-1305, will act under this agreement as a steward of federal funds and as a liaison between LPA and FHWA. The purpose of this agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this agreement, the LPA shall continue to have all duties concerning any aspects of project management, planning, design, construction, operation and maintenance. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

## SECTION 2. DEFINITIONS

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

"AASHTO" means American Association of State Highway and Transportation Officials.

"ADA" means the Americans with Disabilities Act.

"ASTM" means the American Society for Testing and Materials.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

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

"FULLY QUALIFIED" means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA "Responsible Charge" (RC's).

"LPA" means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

"LPD" means the Local Projects Division at Nebraska Department of Roads, in Lincoln, Nebraska.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"PUBLIC EMPLOYEE" for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by the State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

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

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State is a funding liaison between LPA and the United States Department of Transportation in LPA federally funded transportation projects.

"STATE CERTIFIED CONSULTANT" means a consultant that has met the certification requirements of the Nebraska Department of Roads to provide professional services in certain work categories for federal and state funded work in Nebraska.

"STATE REPRESENTATIVE" means an individual from the Nebraska Department of Roads District Office assigned to the project, who will perform State's federal funding eligibility duties under this agreement.

### SECTION 3. TERM OF THE AGREEMENT

This agreement will begin upon proper execution and continue in effect until the LPA's Federal-aid project is finished and final financial settlement has been completed, except that any terms of this agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law or agreement. If the LPA determines that for any reason it

will not continue with the development of this project as a Federal-aid project, the LPA shall notify the State and negotiate any necessary project termination conditions, and the LPA shall pay or repay the State for all costs incurred by the State prior to the LPA notifying the State that it is discontinuing work on the project.

#### SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

The LPA must immediately and formally appoint an RC for this project according to or consistent with the following requirements:

- A. The LPA hereby designates Joel Hansen as the RC for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.
  1. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
  2. The RC is a full-time employee or elected official of the LPA or of another entity as defined in "Public Employee" above.
  3. The RC is fully qualified and has successfully completed required training to serve as an RC.
  4. The LPA shall allow the RC to spend all time reasonably necessary to properly discharge all duties associated with the project, including ensuring that all aspects of the project, from planning through post-construction activities, remain eligible for Federal-aid highway project funding.
  5. The LPA shall not assign other duties to the RC that would affect his or her ability to properly carry out the duties set out in this agreement.
  6. The LPA shall provide necessary office space, materials and administrative support for the RC.
  7. The LPA shall fully cooperate with, support and not unreasonably interfere with day-to-day control of the RC concerning the acts necessary for making the project eligible for Federal funding.
  8. The LPA shall take all necessary actions and make its best good faith efforts to comply and assist the RC in complying with all Federal and State requirements and policies applicable to Federal-aid transportation projects, including, but not limited to, all applicable requirements of 23 CFR 635.105.

9. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
10. The LPA shall comply with the conflict-of-interest requirements of 23 CFR 1.33 and 49 CFR 18.36(b)(3) as described elsewhere in this agreement.
11. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPD Quality Management Engineer, the LPD Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. The State will require the LPA to sign a supplemental agreement designating the replacement RC.
12. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction environmental commitments. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.

C. The LPA understands that the following are the duties of the RC:

1. Serve as the LPA's contact for issues or inquiries for Federal-aid projects assigned by the LPA.
2. Ensure that all applicable Federal, State and local laws, regulations, policies and guidelines are followed during the development and construction of the project.
3. Know and follow the State's LPA Guidelines Manual for Federal-Aid Projects.

4. Ensure that funds have been authorized by FHWA, in writing, prior to doing work in any phase that the LPA expects to be reimbursed with Federal funds.
5. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
6. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. §81-3445).
7. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the LPA, which includes the LPA's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
8. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
9. Monitor the progress and schedule of the project and be responsible for ensuring that the project is completed on time in accordance with established milestone dates.
10. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings and hearings.
11. Keep the State informed of all project issues.
12. Arrange preconstruction conference.
13. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
14. Be trained in the use of Trans\*Port Site Manager if the LPA is providing the construction engineering services.
15. Prepare contractor change orders.
16. Notify the State when consultant services agreements need to be supplemented.
17. Properly serve as the LPA's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.

18. Ensure that proper construction management processes have been developed and implemented for the project.
19. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
20. Attend all required training including the annual LPA RC workshop.
21. Fulfill continuing education requirements as specified in the State's LPA Guidelines Manual for Federal-aid projects.
22. Review and approve Professional Services invoices in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>.

#### SECTION 5. FEDERAL AID

The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper prosecution of the project, in accordance with the approved plans, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

Because the LPA is to receive Federal Funds for any part of this project, the LPA shall perform the services for all phases of work, including, but not limited to preliminary engineering, environmental studies, acquisition of Right-of-Way, construction, construction engineering, etc., according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all phases or certain phases of work may become ineligible for Federal Funds if Federal procedures and requirements are not met.

Prior to beginning any phase of work on the proposed project, the LPA shall coordinate with the State's Local Projects Division Section Engineer for direction and assistance concerning funding requirements to ensure that all upcoming project work will be accomplished according to Federal procedures and requirements. It is the responsibility of the LPA/RC to verify with documented evidence that federal funding authorization was obtained prior to beginning any new phase of project work.

#### SECTION 6. FEDERAL APPROVAL

The State, on behalf of the LPA agrees to present the project to the FHWA for its approval, if necessary. This project has been designated as a full oversight project.

Federal approval for proceeding with the project must be obtained by the LPA at the beginning of each of the following phases of the project:

1. Preliminary Engineering and NEPA

2. Right of Way
3. Utilities
4. Construction Engineering
5. Construction

Before each new work phase begins, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued. Before providing services covered in any original and/or supplemental services agreement, the LPA must confirm that FHWA (1) has approved the obligation of funds (2) authorized the work in that phase to begin, and (3) given approval for a notice to proceed to be issued.

#### SECTION 7. LPA GUIDELINES

The LPA agrees to conform to the requirements of the LPA Guidelines Manual throughout all phases of this project. In the event the LPA believes that the LPA Guidelines Manual doesn't address clearly a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator.

#### SECTION 8. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes pass-through federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor; review the situation to determine what the LPA must do to comply with this federal mandate. If an A-133 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

The Federal award information needed for the SEFA includes:

**Federal Grantor:** U.S Department of Transportation – Federal Highway Administration

**Pass-Through Grantor:** Nebraska Department of Roads

**Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)

**CFDA Number:** 20.205

**Project Number:** ENH-90(6)

If an A-133 Audit is performed, the LPA shall provide a copy of the audit report to the Nebraska Department of Roads, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

## SECTION 9. TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING

The LPA is responsible for submitting for payment only those costs that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for payment. Upon request from the State, the LPA will produce all cost records detailing the basis for all costs incurred on the project. The total cost of the project which includes: preliminary engineering, final design, right-of-way, nonbetterment utility rehabilitation, construction, construction engineering, and LPA and State eligible expenses (as outlined below) is currently estimated to be \$576,699.00. The LPA's share of all actual eligible costs is estimated to be \$173,010.00. The State agrees to use the LPA's Federal Funds for the actual eligible costs of the improvement which is estimated to be \$403,689.00. Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower.

### LPA Incurred Oversight Costs:

Project initiation and oversight costs incurred by the LPA with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. Before the LPA can incur reimbursable costs, the LPA must receive pre-authorization in accordance with the LPA Reimbursement Procedures located at <http://www.dor.state.ne.us/gov-aff/lpa-guide-man.html#forms4>. Pre-authorized costs for project initiation, project oversight, and incurred expenses such as railroad, utilities, and right-of-way, must be invoiced to the State in accordance with the LPA Reimbursement Procedures and this agreement. The LPA may request reimbursement of their eligible actual costs by submitting an invoice to the State, no more than monthly. The State will reimburse the LPA for the Federal share of the eligible actual costs.

### LPA Incurred Professional Services:

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by the LPA, associated costs, and method of reimbursement. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

### Professional Consultant Services:

Upon execution of any professional consultant services agreement for this project, the State may invoice the LPA their share of the total agreement amount. The RC will review and approve any professional services invoices in accordance with the LPA Reimbursement

Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

Construction, Contingencies and Construction Engineering:

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering, and any unbilled preliminary engineering expenses. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State. The RC will review and approve any Construction Engineering invoices in accordance with the LPA Reimbursement Procedures. Upon review and approval by the State of RC approved professional services invoices, the State will pay the consultant(s) directly.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine the allowability of costs incurred by the LPA under this agreement; to include any Professional Services agreements.

State Incurred Costs

Any project coordination and quality assurance review costs incurred by the State with respect to the entire project will be part of the cost of the project to be paid out of LPA Federal Funds. The State at its discretion may invoice the LPA their share of these costs and the LPA shall make payment within 30 calendar days of receipt of invoice.

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the AUDITS AND FINAL SETTLEMENT section of this agreement for additional information.

SECTION 10. LPA FINANCIAL RESPONSIBILITY

The LPA's share of the total project cost will be all costs not paid for by Federal Funds. The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA where Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, where the Federal government refuses to participate in the project or any portion of the project the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of

the project. Should the project be abandoned before completion, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

#### SECTION 11. SCHEDULE

The LPA shall provide the State with current project schedules, submittal dates and critical milestone dates. The LPA shall notify and keep the State informed on all project issues.

#### SECTION 12. PROCUREMENT OF PROFESSIONAL SERVICES

If a Consultant is to be selected to provide professional services for the project (preliminary engineering, construction engineering), the method of procurement and evaluation must follow all guidelines and requirements outlined in the LPA Guidelines Manual. For funding eligibility, the State will review and approve the Request for Proposals prior to advertising. To maintain Federal-aid eligibility for the project, the selected Consultant must be a State Certified Consultant.

#### SECTION 13. PRELIMINARY ENGINEERING

The Parties agree that preliminary engineering, which includes project design, plan development, environmental studies and final design, will be accomplished by the LPA or a State Certified Consultant selected by the LPA. Preliminary engineering costs are estimated to be \$47,006. The scope of professional services to be provided by the selected Consultant must be negotiated by the LPA and outlined in a Professional Services Agreement and executed by the LPA and Consultant. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any PE work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.** The State will pay the Consultant directly. The Consultant and LPA shall invoice the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

The LPA, with State technical advice when requested, agrees to perform or caused to be performed a preliminary survey and all necessary plans, specifications and estimates for the proposed work. All plans, specifications, and estimates must be presented to the State for funding approval to ensure adherence to Federal Standards. The LPA or its Consultant shall design the project according to the current State of Nebraska Standard Specifications for Highway Construction, the American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities and the Designing Sidewalks and Trails for Access Part II or II: Best Practices Design Guide, the Americans with Disabilities Act (ADA)

Accessibility Guidelines and the LPA Guidelines Manual for Federal-aid projects. Any deviations from the above must be approved by the State prior to preparation of plans.

Professional Performance:

It is understood by the Parties that the LPA is solely responsible for the professional performance and ability of the LPA and their Consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by the State, or acceptance or use of the work product of the LPA or their consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of the LPA and their Consultant which would relieve the LPA from any expense or liability that would be connected with the LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by the LPA for the project.

SECTION 14. ENVIRONMENTAL RESPONSIBILITY

The LPA shall be responsible to complete any federally required environmental reviews, actions, commitments, and documents for this project, and receive approval by the State and the FHWA prior to proceeding with appraising property, acquiring any right-of-way, or final design for the project.

The LPA agrees to acquire any or all permits necessary to accomplish the project.

When it is determined that public involvement is a federal requirement for the project, the LPA shall offer an opportunity for a location or design hearing or combined location and design public hearing.

If a public hearing/meeting is required, the LPA may contact the State's Public Hearing Officer (PHO) prior to doing any public hearing activity, so the PHO can advise the LPA of the proper procedures and policies for conducting the hearing, or to answer any questions.

SECTION 15. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 16. UTILITIES

Any utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-aid Highway Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and a State approved Utility Accommodation Policy. In order to receive Federal-aid for this improvement, the LPA shall

follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between the LPA and the Utility will need to be executed by both parties and approved by the State, and Notice to Proceed will be given by the State to the LPA, prior to beginning the utility work being done. The State's standard utility agreement (State Template AGR167) must be used; a copy of this agreement can be obtained from the LPD Project Coordinator.

Any local project work within a State Highway right-of-way requires an approval in the form of a letter of authorization or a permit from the State. The LPA shall contact the State's District Engineer or Permits Officer to determine if a permit or permits is needed for the project and to make application for those permits if necessary.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the nonbetterment portion of utility rehabilitation costs will be reimbursed for facilities occupying private property.

Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the LPA and State. Should this project necessitate the nonbetterment rehabilitation of any municipally and/or privately owned and operated utilities, the parties hereto agree to enter into a separate agreement (State Template AGR167) to provide for the preliminary engineering, construction and construction engineering of the nonbetterment utilities and the reimbursement to the City by the State for the costs of the rehabilitation of municipally and/or privately owned and operated utilities. Said agreement shall be entered into and approved prior to utility work beginning.

#### SECTION 17. RIGHT-OF-WAY

The Federal law governing acquisition and relocation on federally assisted projects is Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act. The LPA shall comply with the Uniform Act, and the State's Right-of-Way Acquisition guide for LPA's.

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be**

**followed even if there is NO Federal funding in the Right-of-Way phase.** The State's Relocation Assistance Act, Neb. Rev. Stat. 76-214 through 76-1238 applies on all projects.

Prior to beginning Right-of-Way appraisals and acquisition, the LPA shall submit to the Local Projects Division Project Coordinator Right-of-Way plans, legal descriptions and an estimate for review and approval for federal funding. If acceptable for funding, the State will issue the LPA a Notice-to-Proceed with the Right-of-Way work phase.

Prior to proceeding with the construction phase, the LPA shall present to the State a Right-of-Way Certificate that certifies the LPA has complied with the Uniform Act requirements and that the project is ready for construction. The State will allow the construction phase of the project to begin, if the documentation submitted by the LPA supports the Right-of-Way Certificate and if all other Right-of-Way requirements have been met.

The LPA shall assure the State, and certify after accomplishment, that any Right-of-Way for this improvement not donated in compliance with FHWA guidelines will be or has been acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, 49 CFR 24, and the State's Right-of-Way Manual as approved by FHWA.

Any eligible actual Right-of-Way costs incurred by the LPA shall be billed to the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

#### SECTION 18. RIGHT-OF-WAY ENCROACHMENTS

The LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

#### SECTION 19. LAND CORNERS

The LPA shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

#### SECTION 20. SPECIAL ASSESSMENTS

Prior to initiating a special assessment on a federal aid project, the LPA shall notify the NDOR LPD-PC of their proposed assessment. If a special assessment is levied as part of a

Federal-aid project, it shall be conducted as described in the NDOR Right of Way manual, which, as of October 2010, is in the process of being revised on this issue. See the revised NDOR Right of Way manual language below.

The LPA is required to provide the four points of documentation to the LPD-PC. They are also required to follow all the terms of the Uniform Act in the acquisition of right of way for a Federal-aid project.

Revised NDOR Right of Way Manual language:

"When federal funds participate in a project, an LPA may not levy a *special assessment*, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

The LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated the Uniform Act.
- The acquisition costs will be paid by the LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

## SECTION 21. LETTING

At the request of FHWA, the State, on behalf of the LPA, will hold a bid letting for this project. The State agrees to receive and review all plans, specifications, estimates and surveys of the LPA and to advertise and conduct a bid letting for this project. The State will recommend the selection of low bidders and the awarding of a contract or contracts which shall be concurred in by the LPA, and the construction contract shall be signed by the LPA.

The LPA shall submit the final plans package (100 percent plans, specifications, engineers' estimate, status of utilities, environmental permits, right-of-way certificate and contract bidding documents) to the State's Local Projects Division Project Coordinator for review when the package is complete. The State will review the submitted items and proceed with advertising the project for bids when appropriate. The LPA is solely responsible for the accuracy and completeness of the plans and bidding documents. The selection of low bidders and awarding of a contract or contracts must be concurred in by the LPA prior to State award. The LPA will sign the contract and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

## SECTION 22. CONTRACTOR PAYMENTS

All project contractor construction costs will be paid directly to the contractor by the State, on behalf of the LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans\*Port Site Manager Software**. The RC or Consultant must be trained by the State in the use of **Trans\*Port Site Manager Software**. Any progress and final invoices approved by the LPA or RC shall be submitted to the State Representative for funding approval and processed for payment.

## SECTION 23. CONSTRUCTION ENGINEERING

The LPA will be solely responsible for all construction engineering on this project. The Parties agree that the construction engineering, which is an eligible project expense and which includes construction management, staking, inspection and field testing, will be accomplished by LPA forces or a State Certified Consultant selected in accordance with the LPA Guidelines Manual. Prior to the selected Consultant providing any construction engineering services, the scope of services and associated costs must be negotiated by the LPA and outlined in a Professional Services Agreement executed by the Consultant and the LPA. The form of the Professional Services Agreement must be approved by the State for funding eligibility. **Any construction engineering services performed prior to execution of said agreement,**

**Federal authorization and receipt of a written Notice to Proceed will not be eligible for Federal funding.**

The inspection, sampling and testing of all materials must be done in accordance with the current State of Nebraska Standard Specifications for Highway Construction, the State Materials Sampling Guide, the Quality Assurance Program for Construction, and the State Standard Methods of Tests or applicable AASHTO or ASTM procedures and as outlined in the Professional Services Agreement.

The LPA shall provide adequate quality control, construction administration on the project and will be responsible for the sampling and delivery of project materials for testing to a qualified laboratory.

In all cases, the LPA is solely responsible for inspecting the project, performing quality assurance, and insuring that the project is constructed in compliance with this contract, plans, specifications, scope of work, regulations, statutes, etc. The State Representative will evaluate the LPA's work solely for federal funding eligibility.

**SECTION 24. PROJECT COMPLETION**

Upon project completion, the LPA shall complete and sign a State DR Form 299, "Notification of Project Completion and Materials Certification" and provide it to the State Representative for further action.

The LPA by signing DR Form 299 certifies that all sampling and test results of materials used on the project, manufacturer's certificates of compliance and manufacturer's certified test reports meet contract requirements and are on file with the LPA. The LPA shall make them available for inspection to the State and the FHWA or their authorized representatives when requested in writing to do so.

The State Representative assigned to the project will conduct a final review of the project and will determine if the project meets federal program requirements. If the State District Construction Representative determines the project, meets federal program requirements the State District Construction Representative will sign the DR Form 299 and send it to the State District Engineer for signature. The State District Engineer will forward the form to the State's Local Projects Division Section Engineer for signing, project closeout and final payment. If the State District Construction Representative determines the project does not meet federal program requirements, the State District Construction Representative will notify the LPA's RC in writing of what needs to be done to bring the project into compliance before the State District Construction Representative will sign the DR Form 299 and recommend the project is ready for

closeout. The LPA shall contact the State's District Engineer for State District Construction Representative assignment. It is understood that any time spent by the State Representative on this project will be part of the cost of the project and the State's expenses will be included as costs of the project, as specified in this agreement.

Upon project completion and final review, the LPA shall send one set of "As-Built" plans to the State's Local Projects Section Engineer and one set to the State's District Engineer.

#### SECTION 25. AUDIT AND FINAL SETTLEMENT

Final settlement cannot be made between the State and the LPA until the LPA has filed a completed State DR Form 299 with the State, and both the LPA and the State have signed it.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. The amount of the final settlement between the State and the LPA will be the calculated LPA's share of the total eligible project costs less the total local funds paid to the State by the LPA.

If the LPA's share of the eligible project costs is more than the local funds paid to the State, the State will bill the LPA an amount up to the LPA's share of the eligible project costs. The LPA agrees to reimburse the State for any overpayments discovered by the State within thirty (30) days of receipt.

If the LPA's share of the eligible project costs is less than the local funds paid to the State, the State will reimburse the LPA an amount up to the LPA's share of the eligible project costs.

#### SECTION 26. CHANGES TO LPA ROUTES

Changes to the LPA routes which affect the function or operation of the improvement made either during construction or after the project is completed, will require prior approval of the State. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Division Project Coordinator for final approval.

#### SECTION 27. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

Upon project completion, the LPA shall maintain the project at its own expense, and agrees to make provisions each year for the maintenance costs involved in properly maintaining this facility. The LPA shall also be responsible for any required environmental commitments and monitoring after the construction of the project. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's construction, operation, and maintenance of or related to the project.

## SECTION 28. TRAFFIC CONTROL

The LPA shall be responsible for all traffic control along the project, and on project related detours, before, during and after construction. Traffic control must conform to the Manual on Uniform Traffic Control Devices. By requesting financial settlement of the project the LPA certifies that all traffic control devices on the finished project have been properly completed or installed.

## SECTION 29. CONFLICT OF INTEREST LAWS

This LPA Federal-aid transportation project will be subject to federal conflict of interest provisions, including 23 CFR § 1.33 and 49 CFR § 18.36(b)(3). Generally, federal conflict of interest laws prohibit a full or part-time public employee, public official or agent who negotiates, approves, accepts, administers, or is otherwise involved with, any consultant contract or subcontract on a federal-aid project, from having a direct or indirect financial or personal interest, real or apparent, in such consultant contract with the public entity for which he or she is a public official, employee or agent. Conflicts of Interest can also arise when someone associated with a public employee or official has an interest in an LPA Consultant contract, or if they own real estate that may be needed for the project.

LPA shall:

- (1) Create an internal process for LPA to (a) identify in advance its officials, employees and agents, that are also employees, owners or persons with an interest in a Private Business that Provides Goods or Services for Transportation Projects, (b) identify whether anyone who has such an interest has any duties for the LPA as to the negotiating, approving, accepting, administering (or have influence over the persons handling those duties) or other duties involved in the consultant contracting process for federal-aid transportation projects, and (c) identify whether any LPA officials, employees or agents have an ownership interest in any real estate that may be acquired or used as a part of a federal-aid project of LPA.
- (2) Properly complete and submit all required conflict of interest forms; and disclose to the State any actual or potential conflicts of interest it has identified.
- (3) Not enter into a contract with a Private Business that Provides Goods or Services for Transportation Projects when LPA knows, or has reason to believe, that a conflict of interest exists.

LPA understands that if the State or FHWA determine that a conflict of interest exists on LPA's project, LPA will not be eligible for Federal-aid funding and LPA will be required to reimburse State for any costs incurred on the project.

#### SECTION 30. DRUG FREE WORKPLACE

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

#### SECTION 31. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for three years from the date of final cost settlement under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

#### SECTION 32. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the DISCRIMINATION CLAUSES Section of this agreement. The reference to "Contractor" in this section also means the "LPA".

#### SECTION 33. DISABILITIES ACT

The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

#### SECTION 34. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb.Rev.Stat. §4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of §4-114(1)(b)) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

### SECTION 35. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

#### A. Policy

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

#### B. Disadvantaged Business Enterprises (DBEs) Obligation

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a subrecipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

### SECTION 36. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not

participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
  - (a) Withholding of payments to the LPA under this agreement until the LPA complies, and/or
  - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The LPA shall include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 37. REPRESENTATIONS

This agreement contains the entire agreement of the LPA and State. No representations were made or relied upon by LPA or State other than those that are expressly set forth herein. No agent, employee or other representative of LPA or State is empowered to alter any of the terms in this agreement unless done in writing and signed by an authorized officer of the LPA and State.

SECTION 38. ACKNOWLEDGEMENTS

The LPA agrees to acknowledge federal and state funding with proper signage such as recognition plaques on buildings or markers on trails. The funding acknowledgement shall state, "This project made possible through funds provided by the Nebraska Department of Roads Transportation Enhancement Program and the Federal Highway Administration." This statement shall also be incorporated into all press releases, web sites and printed information about the project.

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

EXECUTED by the LPA this \_\_\_\_ day of \_\_\_\_\_, 2011.

WITNESS:  
Betty McGuire

CITY OF WAYNE  
Lois Shelton

\_\_\_\_\_  
LPA Clerk

\_\_\_\_\_  
Mayor

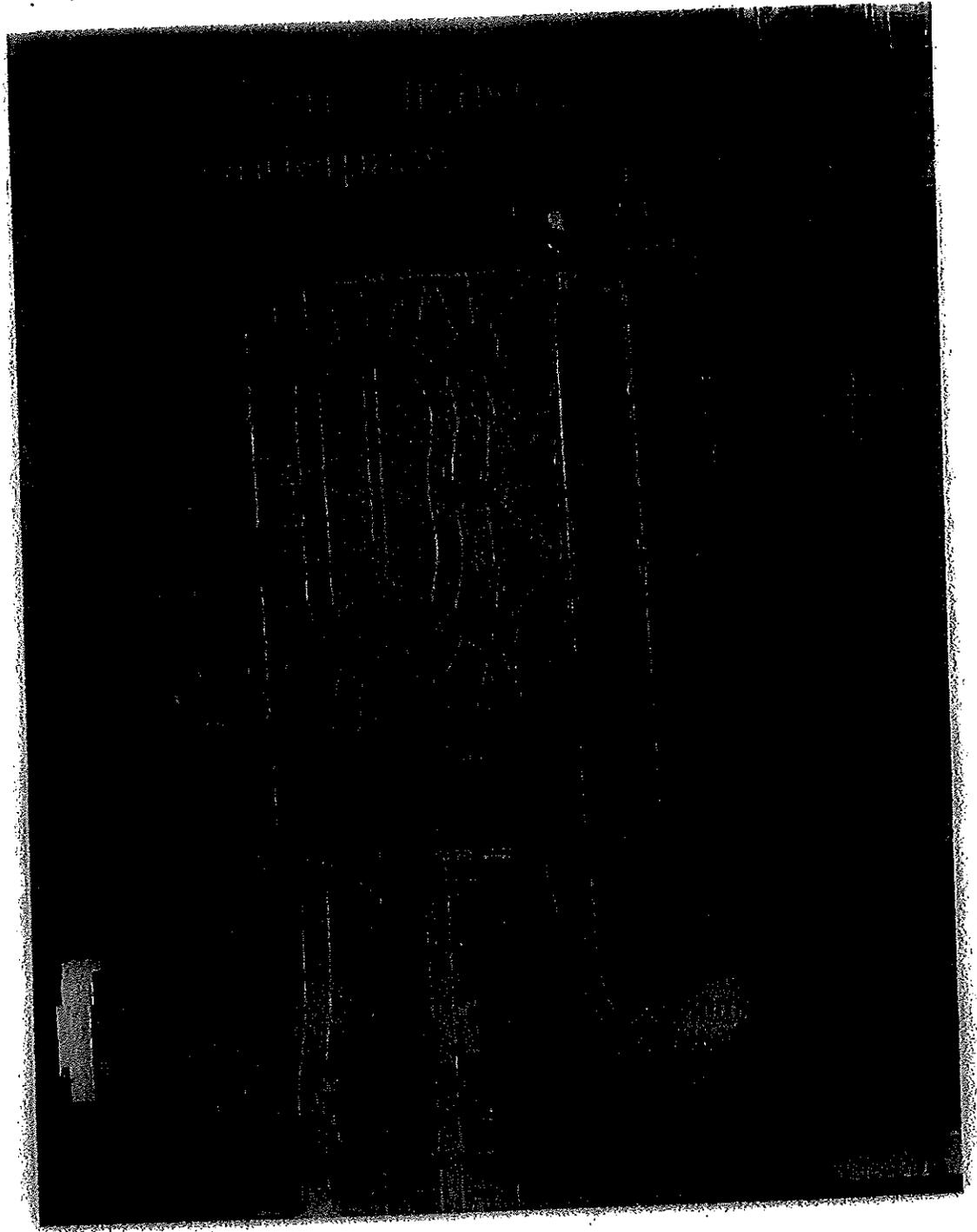
EXECUTED by the State this \_\_\_\_ day of \_\_\_\_\_, 2011.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Jim Wilkinson, P.E.

\_\_\_\_\_  
Local Projects Division Engineer

RECOMMENDED:  
Kristine Winter

\_\_\_\_\_  
District 3 Engineer



Project No. ENH-90(6)  
CN32153  
WAYNE HIGHWAY 35 UNDERPASS PROJECT

EXHIBIT "A"

**RESOLUTION NO. 2011-10**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "POWER PLANT COOLING TOWER IMPROVEMENT PROJECT."**

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

WHEREAS, one proposal/bid was received on the "Power Plant Cooling Tower Improvement Project"; and

WHEREAS, the bid has been reviewed by the City's Engineer, HDR Engineering, Inc.; and

WHEREAS, the City's Engineer, HDR Engineering, Inc., is recommending that the contract be awarded to R.S. Stover Company in the amount of \$175,089.91.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Power Plant Cooling Tower Improvement Project", as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

<u>Bidder</u>	<u>Amount</u>
R.S. Stover Company P.O. Box 398 Marshalltown, Iowa 50158	\$175,089.91

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

PASSED AND APPROVED this 15<sup>th</sup> day of February, 2011.

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

R. S. Stover Company  
3809 South Center St.  
P.O Box 398  
Marshalltown, Iowa 50158  
Phone 641/753-5557  
FAX 641/752-1650

City of Wayne, NE  
Electric Production Department  
306 Pearl Street  
Wayne, NE 68787

**COOLING TOWER IMPROVEMENT PROJECT**

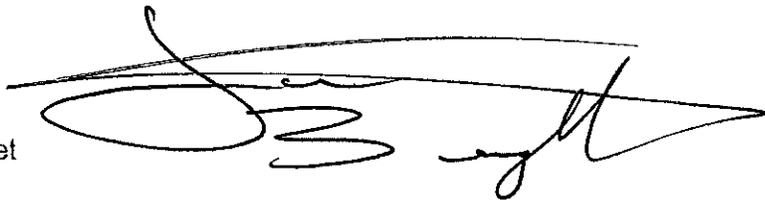
Synopsis of attached individual equipment bids. Individual equipment bids give very detailed data on the specific item that was configured. Please consider attached for technical data.

- Represented as base bids and not for accessories that may be listed and offered
- Freight may or may not be included on items listed. Cooling tower includes freight, nothing else.
- If bid results in purchase order, R.S. Stover will need to offer guidance as to how those purchase orders are to be issued.
- Notations / clarifications / exceptions to technical specification may accompany each individual bid. The intent of any of these would be to offer the best product for a successful functional installation.
- Prices are base prices and do not include sales taxes etc if applicable.
- Prices are for equipment only and do not include provisions for installation.
- Lead times applicable on individual equipment documents. March 1 deliveries may not be able to be achieved.
- Motors used on products will be standard offerings through the manufacturer and may not be part of the list of acceptable motors per 11005-4. Motors will not have thermal protection per 11005-4, 2.22 C 10 D

2 Cell Marley NC 8409UAN2 Cooling Tower	\$ 89,997.00
2 Mueller AT805MHV Plate Heat Exchangers	\$ 45,557.00
2 Peerless 16HXB Vertical Turbine Pumps	\$ 34,461.80
1 Peerless 4AE11 Horizontal Split Case Pump	\$ 5,074.11
<b>TOTAL EQUIPMENT PRICE</b>	<b>\$ 175,089.91</b>

Sincerely Submitted,

Jason Beeghly  
Sales Engineer  
R.S. Stover Company  
3809 South Center Street  
Marshalltown, IA 50158  
PH 641-753-5557  
FX 641-752-7977  
[Jason.beeghly@rsstover.com](mailto:Jason.beeghly@rsstover.com)





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: 6  
 Application Date: 01/26/11  
 Period From: 12/22/10  
 Period To: 01/26/11  
 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	D Work Completed			G Total Completed and Stored to Date D+E+F	H % G/C	I C-G	Retainage 10%
			E This Application						
			Previous Applications	Work In Place	Stored Materials				
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	68,680.00	0.00	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	40,000.00	0.00	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	9,780.00	0.00	9780.00	100%	0.00	978.00
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	Errrosion 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	135,000.00	30,000.00	0.00	165000.00	56%	129000.00	16500.00
18	Rebar	196,100.00	120,000.00	22,050.00	0.00	142050.00	72%	54050.00	14205.00
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	49,978.50	0.00	49978.50	33%	101471.50	4997.85
21	Misc. Metals	65,000.00	0.00	0.00	3550.00	3550.00	5%	61450.00	355.00
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	500.00	0.00	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	Interrally 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	835,000.00	2,500.00	315661.00	1153161.00	87%	173439.00	115316.10
44	Possitive Displacement Blower	64,050.00	0.00	0.00	0.00	0.00	0%	64050.00	0.00

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

Application Number: 6  
Application Date: 01/26/11  
Period From: 12/22/10  
Period To: 01/26/11  
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
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	13,650.00	0.00	13650.00	100%	0.00	1365.00
47	Valves	117,600.00	39,688.00	0.00	0.00	39688.00	34%	77912.00	3968.80
48	Yard Piping	238,975.00	88,156.93	0.00	7056.10	95213.03	40%	143761.97	9521.30
49	Manholes	174,900.00	5,000.00	20,000.00	34684.50	59684.50	34%	115215.50	5968.45
50	Process Piping	98,322.00	2,705.27	0.00	0.00	2705.27	3%	95616.73	270.53
51	Mechanical	86,000.00	3,500.00	0.00	0.00	3500.00	4%	82500.00	350.00
52	Electrical	613,900.00	6,000.00	0.00	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	1634652.20	147,958.50	360951.60	2143562.30	42%	2955207.70	214356.23



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

# INVOICE

BRANCH ADDRESS  
 HOSWW - OMAHA NE  
 Branch - 237  
 10707 S 149th Street  
 Omaha NE 68138  
 402/896-6173

INVOICE #	2157435
INVOICE DATE	1/17/11
ACCOUNT #	101321
SALESPERSON	JOE MCLAUGHLIN
BRANCH #	237
<b>Total Amount Due</b>	<b>\$7,056.10</b>

Remit To:  
 HD SUPPLY WATERWORKS, LTD.  
 PO BOX 91036  
 CHICAGO, IL 60693-1036

890 1 MB 0.382 E0396X I0548 D285908289 P696328 0002:0003



Shipped to: **Backordered from:**  
 10/25/10 2114548

WAYNE WWTP  
 4TH ST & DEARBORN ST  
 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
10/15/10	1/14/11	WAYNE WWTP	WAYNE WWTP*	WAYNE		OUR TRUCK	2157435
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
3015B07	1-1/2X3/4 BRASS HEX BUSHING	4	4		N/C	EA	
3020T07	2X3/4 BRASS TEE BID SEQ# 550	2	2		38.25000	EA	76.50
60Y3460	3/4" Y34 YARD HYDRANT 5'0" BID SEQ# 570	1	1		98.00000	EA	98.00
75FCD1805	DEETER 1805 CLNOUT FRAME/COVER BID SEQ# 650	1	1		72.00000	EA	72.00
PROJECT: _____ APPROVED: _____ DATE: _____ CONTRACT <input type="checkbox"/> NON CONTRACT <input type="checkbox"/> MISC. MATERIAL <input type="checkbox"/> DIRECT JOB <input type="checkbox"/> MISC. SUB <input type="checkbox"/> OTHER <input type="checkbox"/>							

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	7,056.10

Freight	Delivery	Handling	Restock	Misc.	Tax	<b>INVOICE TOTAL</b>	\$7,056.10
---------	----------	----------	---------	-------	-----	----------------------	------------

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:** 2157435



# INVOICE

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

BRANCH ADDRESS  
 HDSWW - OMAHA NE  
 Branch - 237  
 10707 S 149th Street  
 Omaha NE 68138  
 402/896-6173

INVOICE #	2157435
INVOICE DATE	1/17/11
ACCOUNT #	101321
SALESPERSON	JOE MCLAUGHLIN
BRANCH #	237

<b>Total Amount Due</b>	<b>\$7,056.10</b>
-------------------------	-------------------

Remit To:  
 HD SUPPLY WATERWORKS, LTD.  
 PO BOX 91036  
 CHICAGO, IL 60693-1036

890 1 MB 0.382 E0396X 10547 D285908289 P696328 0001:0003



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

Shipped to: Backordered from:  
 10/25/10 2114548

WAYNE WWTP  
 4TH ST & DEARBORN ST  
 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
10/15/10	1/14/11	WAYNE WWTP	WAYNE WWTP*	WAYNE		OUR TRUCK	2157435
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
744411550931	441-1550-931 14 OMNI CPLG SS	1	1		344.00000	EA	344.00
/20009127230	24 411-00258008-031 CPLG SS BO	1	1		934.00000	EA	934.00
/20009127142	6 441-00000722988 CPLG/EPDM SS BID SEQ# 200	2	2		88.00000	EA	176.00
744410722931	441-0722-931 6" 441 BXB W/SS EPOXY W/SS B&N BLUE X BLUE	1	1		118.00000	EA	118.00
744410945931	441-0945-931 8 OMNI CPLG EPOXY W/SS B&N	8	8		80.00000	EA	640.00
4360T2CFDPO24	OMNI 6" T2 MTR 100CF 24" LL W/INT'L STRNR, DEF'T PULSE OUT BID SEQ# 440	1	1		3285.00000	EA	3,285.00
70FS2020690CC7	FS202-690-CC7 6X2 CC SAD	1	1		43.50000	EA	43.50
70FS2020690CC6	FS202-690-CC6 6X1-1/2 CC SAD	1	1		48.00000	EA	48.00
3615FB1001	FB1001-6 1-1/2 BALLCORP CCXPJ (IPS) BID SEQ# 480	1	1		97.50000	EA	97.50
3720B66777	B66-777 2 BALL CURB PJ(PE) BID SEQ# 490	1	1		214.80000	EA	214.80
3715B66666	B66-666 1-1/2 BALL CURB PJ(PE) BID SEQ# 500	1	1		146.00000	EA	146.00
59CAY560655	5606 CURB BOX 5'6"	3	2	1	64.00000	EA	128.00
3915C6666	C66-66 1-1/2 CPLG PJ(PE) BID SEQ# 520	6	6		55.80000	EA	334.80
3920C6677IDR7	C66-77-IDR7 2 CPLG PJ(PE) BID SEQ# 530	5	4	1	75.00000	EA	300.00



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 154491**

Invoice Date: 12/28/2010

CUSTOMER INV

Sold to: 6339 ERIKSEN CONSTRUCTION CO., INC.  
 PO BOX 610  
 BLAIR, NE 68008

Job Number: 10-2952  
 Ship to: WAYNE, NE WASTEWATER TREATMENT IMP.  
 WAYNE, NE

559 6030

SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE
12/28/2010	Mohr Trucking	559-19Y	NET 30	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
123982		N/A		154491

Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension
Structure: L.S.							
M120-SEC-6.0	120" X 6.00' GASK MH BBL #4 SECTION	1	6 FT	6	\$582.60	<input type="checkbox"/>	\$3,495.60
M120-SEC-3.0	120" X 3.00' GASK MH BBL TOP (37" SECTION) #7 SECTION	1	3 FT	3	\$582.60	<input type="checkbox"/>	\$1,747.80
M120-EPOXY	120" MH BBL EPOXY COATING / DAMP PROOFING	9.08	1 FT	9.08	\$81.00	<input type="checkbox"/>	\$735.48

Structure Total	\$5,978.88
Taxable	\$0.00
Non-Taxable	\$5,978.88
Sub Total	\$5,978.88
Tax	\$0.00
Invoice Total	\$5,978.88
Less Deposit	\$0.00
Invoice Balance	\$5,978.88

TE

PROJECT: 559  
 APPROVED: [Signature]  
 DATE: 1-6-11

CONTRACT  NON CONTRACT   
 MISC. MATERIAL  DIRECT JOB   
 MISC. SUB  OTHER

102497



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 154490**

Invoice Date: 12/28/2010

12/28/2010

Sold to: 6339 ERIKSEN CONSTRUCTION CO., INC.  
 PO BOX 610  
 BLAIR, NE 68008

Job Number: 10-2952  
 Ship to: WAYNE, NE WASTEWATER TREATMENT IMP.  
 WAYNE, NE

553 6035

SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE
12/28/2010	Joey A LV	559-19Y	NET 30	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
123981		N/A		154490

Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension
------	-------------	--------	-------	---------	------------	----	-----------

Structure: C SCREEN

M96-SECT-6.0	96" X 6.00' GASK. MH BBL-W/O STEPS #3 SECTION	1	6 FT	6	\$346.20	<input type="checkbox"/>	\$2,077.20
GSK-009602	96" PROFILE GASKET FOR MANHOLE PS23	3	1 EA	3	\$0.00	<input type="checkbox"/>	\$0.00
M96-EPOXY	96" MH BBL EPOXY COATING / DAMP PROOFING	6	1 FT	6	\$70.56	<input type="checkbox"/>	\$423.36
<b>Structure Total</b>							<b>\$2,500.56</b>

Structure: L.S.

M120-SEC-6.0	120" X 6.00' GASK MH BBL #5 SECTION	1	6 FT	6	\$582.60	<input type="checkbox"/>	\$3,495.60
GSK-0120	120" TSS GASKET	4	1 EA	4	\$0.00	<input type="checkbox"/>	\$0.00
M120-EPOXY	120" MH BBL EPOXY COATING / DAMP PROOFING	6	1 FT	6	\$81.00	<input type="checkbox"/>	\$486.00
<b>Structure Total</b>							<b>\$3,981.60</b>

Structure: Other

LUBE01	8 # PAIL PIPE JOINT LUBRICANT	1	1 EA	1	\$0.00	<input type="checkbox"/>	\$0.00
<b>Structure Total</b>							<b>\$0.00</b>

Taxable	\$0.00
Non-Taxable	\$6,482.16
<b>Sub Total</b>	<b>\$6,482.16</b>
Tax	\$0.00
<b>Invoice Total</b>	<b>\$6,482.16</b>
Less Deposit	\$0.00
<b>Invoice Balance</b>	<b>\$6,482.16</b>

12/28/10  
 102247

PROJECT: 553  
 APPROVED: [Signature]  
 DATE: 1-6-11

CONTRACT  NON CONTRACT   
 MISC. MATERIAL  DIRECT JOB   
 MISC. SUB  OTHER

49



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 154496**

Invoice Date: 12/29/2010

CUSTOMER - LV

<b>Sold to:</b> 6339 ERIKSEN CONSTRUCTION CO., INC. PO BOX 610 BLAIR, NE 68008	<b>Job Number:</b> 10-2952 <b>Ship to:</b> WAYNE, NE WASTEWATER TREATMENT IMP. WAYNE, NE
---	--

SSA Lead

SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE
12/29/2010	Joey A LV	559-19Y	NET 30	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
AM 123986		N/A		154496

Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension
<b>Structure: C SCREEN</b>							
M96-SECT-6.0	96" X 6.00' GASK. MH BBL-W/O STEPS-DROP #4 SECTION	1	6 FT	6	\$346.20	<input type="checkbox"/>	\$2,077.20
MFS001.5-41	8" HOLE STEP BOOT 1.5" PVC - 4" PVC, CI/DI PSX-DD OR PLASTIC WEDGE	1	1 EA	1	\$55.80	<input type="checkbox"/>	\$55.80
M96-EPOXY	96" MH BBL EPOXY COATING / DAMP PROOFING	6	1 FT	6	\$70.56	<input type="checkbox"/>	\$423.36
<b>Structure Total</b>							<b>\$2,556.36</b>

<b>Structure: L.S.</b>							
M120-SEC-6.0	120" X 6.00' GASK MH BBL-DROP #6 SECTION	1	6 FT	6	\$582.60	<input type="checkbox"/>	\$3,495.60
MFS001.5-41	8" HOLE STEP BOOT 1.5" PVC - 4" PVC, CI/DI PSX-DD OR PLASTIC WEDGE	2	1 EA	2	\$55.80	<input type="checkbox"/>	\$111.60
MFS0085	12" HOLE 8" DI PSX-DD	4	1 EA	4	\$65.40	<input type="checkbox"/>	\$261.60
M120-EPOXY	120" MH BBL EPOXY COATING	6	1 FT	6	\$81.00	<input type="checkbox"/>	\$486.00
<b>Structure Total</b>							<b>\$4,354.80</b>

Taxable	\$0.00
Non-Taxable	\$6,911.16
<b>Sub Total</b>	<b>\$6,911.16</b>
Tax	\$0.00
<b>Invoice Total</b>	<b>\$6,911.16</b>
Less Deposit	\$0.00
<b>Invoice Balance</b>	<b>\$6,911.16</b>

PROJECT: 559

APPROVED: [Signature]

DATE: 1-6-11

CONTRACT  NON CONTRACT

MISC. MATERIAL  DIRECT JOB

MISC. SUB  OTHER

TE

102497



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 154471**

Invoice Date: 12/22/2010

CUSTOMER # 117

Sold to: 6339 ERIKSEN CONSTRUCTION CO., INC.  
 PO BOX 610  
 BLAIR, NE 68008

Job Number: 10-2952  
 Ship to: WAYNE, NE WASTEWATER TREATMENT IMP.  
 WAYNE, NE

SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE
12/22/2010	Mohr Trucking	559-19Y	NET 30	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
AM 123970		N/A		154471

Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension
<b>Structure: C SCREEN</b>							
M96-SECT-4.4	96" X 4.42' GASK. MH BBL-W/O STEPS-BOTTOM #1 SECTION	1	4.42 FT	4.42	\$346.20	<input type="checkbox"/>	\$1,530.20
M96-SECT-6.0	96" X 6.00' GASK. MH BBL-W/O STEPS #2 SECTION	1	6 FT	6	\$346.20	<input type="checkbox"/>	\$2,077.20
M96-SECT-3.7	96" X 3.75' GASK. MH BBL-W/O STEPS-DROP-FLAT TOP #5 SECTION	1	3.75 FT	3.75	\$346.20	<input type="checkbox"/>	\$1,298.25
MFS0241	30" HOLE 24" CI/DI PSX OR STEEL WEDGE	1	1 EA	1	\$156.60	<input type="checkbox"/>	\$156.60
MAL-0490	A-LOK X-CEL CONNECTOR # 0490 ( PIPE OD 15.25")	1	1 EA	1	\$73.80	<input type="checkbox"/>	\$73.80
MAL-0425	A-LOK X-CEL CONNECTOR # 0425 (PIPE OD 13")	1	1 EA	1	\$64.20	<input type="checkbox"/>	\$64.20
M96-EPOXY	96" MH BBL EPOXY COATING	14.17	1 FT	14.17	\$70.56	<input type="checkbox"/>	\$999.84
GSK-009602	96" PROFILE GASKET FOR MANHOLE PS23	1	1 EA	1	\$0.00	<input type="checkbox"/>	\$0.00

Structure Total \$6,200.09

Taxable \$0.00  
 Non-Taxable \$6,200.09

Sub Total \$6,200.09

Tax \$0.00

Invoice Total \$6,200.09

Less Deposit \$0.00

Invoice Balance \$6,200.09

PROJECT: 559  
 APPROVED: [Signature]  
 DATE: 12-22-10

CONTRACT  NON CONTRACT   
 MISC. MATERIAL  DIRECT JOB   
 MISC. SUB  OTHER

72

LOZMAN



Hancock Concrete Products, LLC  
 17 Atlantic Avenue  
 Hancock, MN 56244  
 Phone: (320) 392-5207  
 Fax: (320) 392-5155

**INVOICE 154470**

Invoice Date: 12/22/2010

CUSTOMER ID

<b>Sold to:</b> 6339 ERIKSEN CONSTRUCTION CO., INC. PO BOX 610 BLAIR, NE 68008	<b>Job Number:</b> 10-2952 <b>Ship to:</b> WAYNE, NE WASTEWATER TREATMENT IMP. <del>WASTEWATER TREATMENT</del> WAYNE, NE
---	---

559 10230

SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE
12/22/2010	Joey A LV	559-19Y	NET 30	1
LOAD	TRAILER	SALES REP	EXEMPT #	TICKET NO.
AM 123969		N/A		154470

Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension
<b>Structure: L.S.</b>							
M120-SEC-1.6	120" X 1.67' GASK MH BBL-BOTTOM #1	1	1,666 FT	1,666	\$584.00	<input type="checkbox"/>	\$972.94
M120-SEC-3.0	120" X 3.00' GASK MH BBL #2 SECTION	1	3 FT	3	\$582.60	<input type="checkbox"/>	\$1,747.80
M120-SEC-6.0	120" X 6.00' GASK MH BBL-DROP #3 SECTION	1	6 FT	6	\$582.60	<input type="checkbox"/>	\$3,495.60
MFS0241	30" HOLE 24" C/DI PSX OR STEEL WEDGE	1	1 EA	1	\$156.60	<input type="checkbox"/>	\$156.60
GSK-0120	120" TSS GASKET	2	1 EA	2	\$0.00	<input type="checkbox"/>	\$0.00
M120-EPOXY	120" MH BBL EPOXY COATING	10.67	1 FT	10.67	\$81.00	<input type="checkbox"/>	\$864.27
<b>Structure Total</b>							<b>\$7,237.21</b>

<b>Structure: Other</b>							
RLC-100-12-2	1" X 12' 2-LEG LAY CABLE WITH RETAINERS	1	1 EA	1	\$1,875.00	<input type="checkbox"/>	\$1,875.00
<b>Structure Total</b>							<b>\$1,875.00</b>

Taxable	\$0.00
Non-Taxable	\$9,112.21
<b>Sub Total</b>	<b>\$9,112.21</b>
Tax	\$0.00
<b>Invoice Total</b>	<b>\$9,112.21</b>
Less Deposit	\$0.00
<b>Invoice Balance</b>	<b>\$9,112.21</b>

PROJECT: 559  
 APPROVED: [Signature]  
 DATE: 12-27-10  
 CONTRACT  NON CONTRACT   
 MISC. MATERIAL  DIRECT JOB   
 MISC. SUB  OTHER

TE

102497



Invoice #                      Invoice Date      Customer #  
 000433                              12/29/2010      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 PROJECT  
 2536 SOUTH HWY 30  
 BLAIR, NE 68008

Project #	Customer PO #	Ship Via	F.O.B.	Ship Date	Terms
10-1183	PROJ 559-13Y	Best Way	Destination	12/29/2010	90% net 30

Description	Qty Ordered	Qty Shipped	Unit Price	Total
BALANCE OF AQUARIUS AERATION SYSTEM	1.00	1.00	315,661.00	315,661.00

Total Equipment Amount	\$315,661.00
Sales Tax	0.00
Less: Retainage	(31,566.10)
Amount Due This Invoice	<u>\$284,094.90</u>



# Invoice

Right to site.

Correspondence Address:  
9300 73rd Avenue North  
Brooklyn Park, MN 55428  
Toll Free: (800) 547-2635  
Fax: (800) 317-8770

Remit To:  
NW 7845  
PO Box 1450  
Minneapolis, MN 55485-7845

Invoice No 549947 Page 1  
Invoice date 12/22/2010

Bill To:

Eriksen Construction Company Inc  
2546 S Hwy 30  
Blair, NE 68008-0610  
US

Ship To:

Eriksen Construction Company Inc  
207 Dearborn Street  
c/o Wayne Wastewater Treatment Facility  
Wayne, NE 68787  
US

Attn: James Ward  
Phone: 402-426-3119  
Fax: 402-426-3150

Delivery Notes: 402-426-3119 JAMES

*Wayne*  
**W30**

Order number	Sales order date	Account number	Loc	Account manager
77707	12/9/2010	2109	BP	Chris Kasa Loree Schutta

PO number	Job No	Ship via	PPD/COL
559 - 18Y	NE, Wayne, Wayne WTP, 08-875202	01	LINE ITEM

Item No.	Description	Quantity ordered	Qty Shipped/Returned Quantity on back order	Item price Discount %	UOM	Extended Total price
----------	-------------	------------------	--	--------------------------	-----	-------------------------

FREIGHT-NON		1.0000	1.0000	150.0000	EA	150.00
-------------	--	--------	--------	----------	----	--------

Delivery Charges Non-Taxable

FGA3648-SGDD-G71		1.0000	1.0000	1,040.0000	EA	1,040.00
------------------	--	--------	--------	------------	----	----------

Floor Hatch, Non-rated,36X48, Drainable,  
300 psf, Single Door, Alum, Lift-Out Safety Gate, Double Door  
12" Dia Hole Through Door, Shortened HOA

FGA3696-SGDD-F42		1.0000	1.0000	2,360.0000	EA	2,360.00
------------------	--	--------	--------	------------	----	----------

Floor Hatch, Non-rated,36x96, Drainable,  
300 psf, Double Side By Side, Alum, Safety Gate

PROJECT: 559  
APPROVED: [Signature]  
DATE: 1-3-11

CONTRACT  NON CONTRACT   
MISC. MATERIAL  DIRECT JOB   
MISC. SUB  OTHER

*102535*

*43550-*



# Invoice

Right to site.

**Correspondence Address:**  
9300 73rd Avenue North  
Brooklyn Park, MN 55428  
Toll Free: (800) 547-2635  
Fax: (800) 317-8770

**Remit To:**  
NW 7845  
PO Box 1450  
Minneapolis, MN 55485-7845

**Invoice No** 549947 **Page** 2  
**Invoice date** 12/22/2010

**Bill To:**  
Eriksen Construction Company Inc  
2546 S Hwy 30  
Blair, NE 68008-0610  
US

**Ship To:**  
Eriksen Construction Company Inc  
207 Dearborn Street  
c/o Wayne Wastewater Treatment Facility  
Wayne, NE 68787  
US

**Attn:** James Ward  
**Phone:** 402-426-3119  
**Fax:** 402-426-3150

**Delivery Notes:** 402-426-3119 JAMES

Order number	Sales order date	Account number	Loc	Account manager	
77707	12/9/2010	2109	BP	Chris Kasa Loree Schutta	
PO number	Job No	Ship via	PPD/COL		
559 - 18Y	NE, Wayne, Wayne WTP, 08-875202	01	LINE ITEM		
Item No.	Quantity ordered	Qty Shipped/Returned	Item price	UOM	Extended Total
Description		Quantity on back order	Discount %		price

**Comments:** FXN MIN 136730

<b>Sales amount:</b>	3,550.00
<b>Misc./Fuel Surcharges</b>	0.00
<b>Freight:</b>	0.00
<b>Sales tax:</b>	0.00
<b>Subtotal:</b>	3,550.00
<b>Amount Received:</b>	0.00
<b>Total amount due:</b>	<b>3,550.00</b>

**Payment terms:** Net 30

**COMMUNITY DEVELOPMENT AGENCY MINUTES  
OF DECEMBER 7, 2010**

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

The first item of business was to appoint a chair person for the CDA.

Member Sturm made a motion to appoint Jon Haase as the CDA Chair and Member Alexander seconded. There being no further nominations from the floor, Chair Chamberlain called for roll call. The result of roll call being all Yeas, Chair Chamberlain declared the motion carried.

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

Chair Haase advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection.

The next item on the CDA agenda was to approve the minutes of the November 16, 2010, meeting.

Member Sturm made a motion and seconded by Member Alexander approving the minutes of the November 16, 2010, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Chair Haase stated the following CDA Resolution would approve the Windom Ridge Redevelopment Project (Louis Benscoter).

This Redevelopment Agreement was approved two years ago by the CDA and City Council to provide \$84,735 in Tax Increment Financing incentives for clearing the property at 814 Windom Street and to provide the infrastructure to construct a market rate 10-plex multi-unit rental housing project. The start of the project was delayed, and the developer has asked to amend the agreement to reset the start date in order to capture the full amount of years for the incremental new real estate property taxes that will be created from the new construction to be separated off to service the TIF bond for the project.

The Planning Commission reviewed the amended Redevelopment Plan and recommended that Council approve the same.

Administrator Johnson explained that if the clock is reset tonight, when the bonds and the check are issued to the developer, they will have to make a payment on that next year. If the developer does not have the building completed, they will have to make up the difference in the payment that is due. We do not issue any financing until the project starts or a start work order is issued. The last time we reset the clock on this project, nothing started, so we did not issue any money. The legal costs for this have been and are the responsibility of the developer.

Member Ley left the meeting at 6:50 p.m.

Member Sturm introduced CDA Resolution No. 2010-4 and moved for its approval; Member Chamberlain seconded.

#### CDA RESOLUTION NO. 2010-4

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

If this would not be approved, the developer would miss one year of the taxes to pay off the loan.

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

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

City of Wayne  
CDA Claims List  
February 15, 2011

First Source Title & Escrow – title insurance	110.50
Wayne Country Treasurer	6,255.02
Midwest Land – lot sale fees	400.00
City of Wayne – Attorney fees	522.50
Property Exchange Partners – lot sale fees	200.00

**Wayne Public Library Board of Trustees**  
**Tuesday, November 2, 2010 / 5 p.m., Conference Room**

**MINUTES**

CALL TO ORDER

ROLL CALL

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.

APPROVAL OF MINUTES  
FINANCIAL REPORT

DIRECTOR'S REPORT 8% of year

- Statistics
- |  | SEP10 | OCT10 | OCT09 | % of Previous Year Total |
|--|-------|-------|-------|--------------------------|
|--|-------|-------|-------|--------------------------|

	SEP10	OCT10	OCT09	% of Previous Year Total
Circulation	4366	4469	4741	8
Patrons	4113	4276	4514	8
Meeting Room	4	6	14	4
Reference ?s	233	228	240	9
Computer ?s	262	299	260	10
Phone Calls	433	419	487	8
OPACS	210	278	176	12
CD-ROMs	141	129	203	6
Internet	999	1028	1152	8
New Patron Cards	44	34	33	10
Items Added	330	185	179	9
Items Deleted	292	142	7	7

- Meetings attended
  - LKL met with Library Technician student for interview
  - LKL attended city safety meeting
- Staff projects and concerns
  - Excel and Internet computer classes were offered
  - Three Expand Your Horizons travelogues were held
  - Adult Book Club met
  - Children's programming continued with Mother Goose Lapsit and the Saturday morning program
  - LKL started work on the annual report
  - Memorials received for Margaret Anderson, Dorothy Ettel, and Terri McLagan
  - Library did Trick or Treat for area children on Saturday, October 30

**OLD BUSINESS**

- Update on shelving installation – shelves are installed, early stages of the book shift will occur the first weekend in November with the major shift happening November 19-20. The library will close early both days to facilitate the shift.
- Discussion on Library Vision Statement – tabled until all board members present.

NEW BUSINESS

- Action on Ancestry.com – purchase of Ancestry.com was approved at a cost of \$895. Ordering now will make it available through December 2011. It can only be used in the library.
- It was decided to invite Lois Shelton, mayor, to the December meeting to recognize her years of service as council member and mayor.

Secretary pro tem,  
Lauran Lofgren