

**AGENDA
CITY COUNCIL MEETING
December 15, 2009**

5:30 Call to Order

1. Approval of Minutes – December 1, 2009

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. Recess

- a. **Convene as Community Development Agency**
- b. **Approve Minutes – October 20, 2009**
- c. **Approve Claim(s)**
- d. **Consideration and Adoption of CDA Res. 2009-8 Recommending Approval of Amended Redevelopment Plan/Contract for Louis Bencoter and Javanah Bencoter**

Background: The TIF Agreement for this development was approved during the preliminary plat stage of the subdivision development. The lots to be developed in the TIF Agreement were changed when the final plat was approved, requiring this amendment to reflect the correct development lots in the original TIF agreement. The Planning Commission has approved this amendment

Recommendation: The recommendation of the Finance Director and City Administrator is to approve this amendment

- e. **CDA Res. 2009-9 Bond Resolution – Northeast Nebraska Investors, LLC**
- f. **Adjourn CDA and Reconvene as Council**

- 4. Public Hearing: Amended Redevelopment Plan/Contract for Louis Bencoter and Javanah Bencoter

Background: The TIF Agreement for this development was approved during the preliminary plat stage of the subdivision development. The lots to be developed in the TIF Agreement were changed when the final plat was

approved, requiring this amendment to reflect the correct development lots in the original TIF agreement. The Planning Commission has approved this amendment

Recommendation: The recommendation of the Finance Director and City Administrator is to approve this amendment

5. Resolution 2009-111: Approving Amended Redevelopment Plan/Contract for Louis Benscoter and Javanah Benscoter

6. Action on Pay Application No. 3 in the amount of \$70,332.34 to Steve Harris Construction for the Kardell Subdivision Paving, Drainage and Water Improvements Project

Background: This pay application is for work completed on extension of the water and sewer lines along Industrial Road. It has been reviewed and approved by Olsson and Associates, the Engineer on the project.

7. Action to direct the staff to solicit bids for a replacement pickup and snow-plow blade for the Public Works Department.

Background: Funds have been budgeted for a replacement pickup for general work and plowing snow. The State of Nebraska annually bids out contracts to provide pickups and other city and state equipment, and cities are legally authorized to purchase off the list of these state-wide bid items. Our proposal to you will be to sell the 1994 Ford pickup and old snowplow as is and replace them with a new state bid $\frac{3}{4}$ ton, 4-wheel drive pickup and v-blade snowplow. Garry will provide you with details or the options desired in the state bid spec. The replacement snowplow will have to be bid out separately. The approximate state bid for the pickup is \$27,000 set up with snowplow suspension, and the approximate cost of the v-snowplow blade is \$7,000 mounted.

We will have the 1994 Ford to be replaced in the city parking lot for your inspection before the meeting. I have also asked Garry to bring the blue pickup up that we were planning to trade last spring but decided to keep and use for the small sand spreader for street ice.

8. Resolution 2009-113: Amending Wage and Salary Schedule

Background: The City of Wayne participates in the League of Nebraska Municipalities Nebraska Pay Survey each year to provide us with information about the average wage ranges for other Nebraska cities in the population range of Wayne. The policy of the Mayor and Council has been to attempt to pay Wayne city employees within the average pay range comparable to the same job descriptions of the other cities in the survey.

In our more detailed preparation for negotiations with the Police Department for a new labor agreement, we have found that in the past three years we have dropped behind the comparability in some police and some civilian positions. We will not have a labor agreement with the Wayne Fraternal Order of Police before the January meeting.

We have completed the recommended salary scale for the civilian city employees and that recommendation is included in the Resolution. Some details of the

pay range recommendation: 1) Twenty-six Nebraska cities were used for comparability to Wayne; 2) The population range for the cities used range from ½ the size of Wayne to twice the size of Wayne (This is the same size category of array of cities required by the Court of Industrial Relations in case of pay disputes. The list of the cities used is attached in the packet; 3) The beginning wage for each Wayne job description is at or close to the average starting pay of the 26 cities for that position; 4) The top wage for each Wayne job description is at or close to the average top pay of the 26 cities for that position; 5) Hourly wage employees that achieve a satisfactory annual review move from the beginning wage to the top wage in 9 years; 6) Salaried positions generally, but not always, move from the beginning wage to top wage in 9 years; 7) An increase in the pay range for a job description does not necessarily result in a pay raise for the employee, but it gives the employee a higher top pay rate in the future if he or she is successful in their position; 8) Regardless of the Council action on this Resolution, the budget for this fiscal year is already set based on a maximum 4.7% average pay increase for all city staff ; 9) The role of the City Council is to designate the total maximum amount of expenditures in the budget each year for labor; 10) The role of the City Administrator is to allocate with the consultation and advice of the Mayor, those limited labor funds in the best way to provide high quality services to the public; and 11) Any public employee or group of public employees may appeal to the Nebraska Court of Industrial Relations for relief to be paid a “comparable wage for comparable duties” by Nebraska Statutes.

Recommendation: The recommendation of the City Administrator is to continue our past policy to pay set pay ranges for each job description that are comparable to an array of cities provided by the League of Nebraska Municipalities Pay Survey

9. Resolution 2009-114: Accepting and Authorizing the Execution of Supplemental Agreement No. 11 with the Nebraska Department of Roads Relating to the Wayne Trail Project

Background: The Nebraska Department of Roads now requires a local city employee to be designated as the “Responsible Charge” to be responsible for local compliance with the new environmental and property acquisition requirements for projects funded with Federal Highway Administration funds. You may recall that in October, by Council Resolutions, we appointed Joel Hansen as the “Responsible Charge” for the Highway 35 trail underpass grant application, for the 10th St. and Windom St. projects and for this Phase II trail project. This supplemental agreement is the 11th amendment to the NDOR Agreement that grants \$337,000 in funding to help build the Phase II Trail. This amendment acknowledges Joel as the Responsible Charge from the City of Wayne for the trail project.

Recommendation: Recommendation of the Finance Director and City Administrator is to execute the Supplemental Agreement

10. Ordinance 2009-24: Amending Sec. 78-96 of Wayne Municipal Code - Locations Reserved for Handicapped Parking

Background: At the present time, there is only one designated handicapped parking stall for the City Auditorium. I have attended several auditorium

events recently where there were 3-4 people attending who had permits for ADA designated parking. We propose to designate ADA parking in the first two parking places at the east end of the diagonal parking on the north side of the City Auditorium

Recommendation: The recommendation of the City Administrator, Police Chief and Certified Street Superintendent is to approve the ordinance creating two more ADA parking stalls on the north side of the City Auditorium.

11. Action Approving Grant Agreement with the U.S. Environmental Protection Agency for the Water/Wastewater Treatment Facility Project

Background: This Grant Agreement is required for us to receive the \$520,400 grant from EPA to help pay the cost of a new wastewater treatment plant.

Recommendation: This is a requirement of the grant.

12. Action on Proposal from Otte Construction, Inc., in the amount of \$12,795 to Repair the Walking Track at the Community Activity Center

Background: This is a negotiated agreement with Otte Construction, the original general contractor for the Community Activity Center, to repair a section of the walking track damaged by moisture about 3 years ago. The source of the moisture is presumed to be around the roll-up access door that is on the north side of the building. The material that the track and the track surface is constructed of is proprietary, and there is only one source. We have been working with the original installer to make the repairs, but have been unsatisfied with the responsiveness and price. The Otte proposal is for labor and the propriety materials so the repair matches the existing track and is more competitive than the original installer.

Recommendation: Approve the contract for the repair work to be done in March through May of 2010.

13. Discussion Regarding Pending Litigation – Lassila v. City of Wayne, Nebraska Fair Employment Practice Act

14. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

Planning Commission Meeting Minutes (Nov. 2, 2009)

December 1, 2009

The Wayne City Council met in regular session at City Hall on Tuesday, December 1, 2009, at 5:30 o'clock P.M. Mayor Lois Shelton called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Dale Alexander, Kaki Ley, and Ken Chamberlain; City Attorney Mike Pieper; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Doug Sturm and Kathy Berry.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 19, 2009, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Chamberlain made a motion and seconded by Councilmember Ley, whereas the Clerk has prepared copies of the Minutes of the meeting of November 17, 2009, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved.

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

The following claims were presented to Council for their approval:

ADDITIONS & CORRECTIONS TO CLAIMS LIST OF 11/17/2009: DELETE HOLIDAY INN-KEARNEY – LODGING, 906.00; LCAD – TRAINING, 75.00; POWERHOUSE – TRAINING, 378.00

VARIOUS FUNDS: ALARM PROS, INC., SE, 79.13; AMAZON, SU, 148.34; AMERICAN PUBLIC POWER, SU, 236.25; APPEARA, SE, 69.68; APWA, FE, 150.00; BINSWANGER GLASS, SU, 705.41; BLACK HILLS ENERGY, SE, 211.46; BRYAN DENKLAU, RE, 500.00; CARLTON INDUSTRIES, SU, 699.45; CITY OF NORFOLK, SE, 488.70; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 1250.00; CITY OF WAYNE, RE, 423.51; CITY OF WAYNE, RE, 1134.72; CITY OF WAYNE, RE, 38.00; CITY OF WAYNE, RE, 864.00; CITY OF WAYNE, SU, 150.00;

CITY OF WAYNE, RE, 174.18; D & N 66 SERVICE, RE, 300.00; DE LAGE LANDEN FINANCIAL, SE, 394.00; DOESCHER APPLIANCE, SU, 61.00; EGAN SUPPLY, SU, 63.80; ELECTRIC FIXTURE, SU, 138.05; EXHAUST PROS, SE, 42.54; FLOOR MAINTENANCE, SU, 33.88; FORT DEARBORN LIFE, SE, 106.64; HACH COMPANY, SU, 243.19; HAUFF MID-AMERICAN SPORTS, SU, 450.02; HOLIDAY INN-DOWNTOWN, FE, 906.00; JACK'S UNIFORMS, SU, 21.95; JASON BEIERMANN, RE, 700.00; KAUFMAN TRAILERS, SU, 3790.00; LIVING HERE, SU, 14.00; LOGIN/IACP NET, FE, 250.00; LUNDAHL FARMS, RE, 200.00; MARSHALL CAVENDISH, SU, 126.06; MID-CONTINENT PUBLIC LIB, SU, 18.95; MIDWEST TAPE, SU, 99.97; MIKE TOWNE, SE, 200.00; MURPHY TRACTOR & EQUIPMENT, SU, 84.97; NE LAW ENFORCEMENT, SU, 36.00; NE PUBLIC HEALTH, SU, 191.00; NPPD, SE, 178270.91; N.E. NE AMERICAN RED CROSS, SE, 570.00; OVERHEAD DOOR COMPANY, SE, 247.20; POLE MAINTENANCE, SE, 15000.00; PUSH-PEDAL-PULL, SE, 833.00; QWEST, SE, 428.11; RON'S RADIO, SE, 62.85; ROURKE PUBLISHING, SU, 59.12; SKARSHAUG TESTING LAB, SE, 112.77; STADIUM SPORTING GOODS, SU, 217.50; STATE NATIONAL BANK, RE, 4583.75; STATE NATIONAL BANK, RE, 416.79; STEFFEN, SU, 15534.00; TOP HEALTH, SU, 237.60; VERIZON, SE, 245.89; VIAERO, SE, 72.09; WAYNE AUTO PARTS, SU, 993.95; WAYNE STATE COLLEGE, RE, 400.00; WESCO, SU, 201.87; WOOD PLUMBING & HEATING, SU, 370.00; ZEE MEDICAL SERVICE, SU, 40.15; ARNIE'S FORD-MERCURY, SE, 496.62; AS CENTRAL SERVICES, SE, 448.00; BENSCOTER PLUMBING, SE, 4000.00; BIG T ENTERPRISES, SU, 313.85; BLACK HILLS ENERGY, SE, 108.50; CAPSTONE PRESS, SU, 250.66; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, RE, 5238.00; CITY OF WAYNE, RE, 835.37; CITY OF WAYNE, RE, 134.64; CITY OF WAYNE, RE, 573.12; COLONIAL RESEARCH, SU, 104.48; DANKO EMERGENCY EQUIPMENT, SU, 2170.84; ELITE OFFICE PRODUCTS, SE, 60.00; GLOCK PROFESSIONAL, SU, 151.00; INGRAM BOOK COMPANY, SU, 34.32; JEO CONSULTING GROUP, SE, 30321.33; JORGENSEN, JASON, SE, 475.00; LERNER PUBLISHING GROUP, SU, 62.54; LOOSELEAF LAW PUBLICATION, SU, 24.90; N.E. MUTUAL AID, FE, 50.00; N.E. NEB ECONOMIC DEV DIST, SE, 1560.00; NMPP ENERGY, SE, 1100.00; NNPPD, SE, 2056.94; OLDE ENGLISH CRACKERS, SU, 27.45; PIEPER, MILLER & DAHL, SE, 3239.38; POSTMASTER, SU, 679.74; PRESTO X COMPANY, SE, 35.00; QWEST, SE, 184.44; RON WHITT, RE, 500.00; SAYRE ANDERSON, RE, 417.00; VERIZON, SE, 387.99; WAED, SE, 12766.66; WAYNE COUNTY, SU, 3151.00

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

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

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

Administrator Johnson advised the Council that the City has received the Annual Renewal Maintenance Agreement from the Nebraska Department of Roads. This is a standard form agreement.

Councilmember Chamberlain made a motion and seconded by Councilmember Ley approving the Annual Renewal Maintenance Agreement (2010) with the Nebraska Department of Roads. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Garry Poutre, Supt. of Public Works & Utilities, stated we have received Pay Application No. 2 to Layne Christensen Co. for \$69,293.70 on the Well House and Municipal Well 2009-1 Project. This is primarily for the digging of the well. JEO Consulting Group, the engineer on the project, has reviewed the same and is recommending approval thereof. Mr. Poutre also updated the Council on the project.

Councilmember Chamberlain made a motion and seconded by Councilmember Alexander approving Pay Application No. 2 in the amount of \$69,293.70 to Layne Christensen Co. for the Well House and Municipal Well 2009-1 Project. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would approve the Engineering Agreement with JEO Consulting Group for the Downtown Sidewalk

Improvement Project. The fee was negotiated and reduced from \$72,600 to \$56,140. Their site visits were reduced. Staff will be monitoring portions of the project.

The commitment for getting the \$250,000 for the façade developments on Main Street and the ADA accessibility was that we would help the property owners replace their sidewalks. If we do not do this district or if the district gets voted out, we will have to repay the \$250,000 back to the State. The project is scheduled to start next summer.

Councilmember Chamberlain introduced Resolution No. 2009-109 and moved for its approval; Councilmember Frevert seconded.

RESOLUTION NO. 2009-109

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH JEO CONSULTING GROUP, INC., FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE DOWNTOWN SIDEWALK IMPROVEMENT PROJECT.

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

Nancy Braden, Finance Director, stated the following Resolution would approve the Loan Contract with the Department of Environmental Quality in the amount of \$1,050,000 (stimulus funding) for the following Projects:

- New Well #11
- Muhs Acres Water Line
- Booster Pump Station
- Looping water mains

\$50,000 of this amount is for the administration portion of the grant and is not a part of the forgivable portion of the loan. Of the remaining \$1,000,000, \$250,000 will be forgivable. The remainder or \$750,000 will be a 3% loan with a 20-year payback period.

Councilmember Chamberlain introduced Resolution No. 2009-110 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2009-110

A RESOLUTION APPROVING CONTRACT FOR LOAN BETWEEN THE NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY AND THE CITY OF WAYNE.

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

Administrator Johnson stated a recommendation has been received from the LB840 Sales Tax Advisory Committee to grant \$200,000 to Project Majestic for the downtown theater revitalization project. The building was purchased by Wayne Area Economic Development. The motion from the committee was: To approve the application up to \$200,000 with conditions to include: (1) \$100,000 granted on January 1, 2010, (2) the LB840 committee will review Project Majestic's financial status at its May meeting to determine the need for the \$100,000 disbursement or portion thereof on July 1, 2010, (3) if other grants/honored pledges are received by Project Majestic and the funds raised surpass the project costs, the excess money up to \$100,000 will be returned to the Wayne Economic Development fund and (4) request a primary lien position on the property and if the building and/or business would sell for a profit, the Wayne Economic Development Program fund would be reimbursed from said profits up to \$200,000.

Reggie Yates, Curt Frye and Jeff Morlok spoke in favor of the recommendation. Mr. Yates advised the Council that the fundraising for this project will be from grants, donations, and LB840 funds. They have donations of approximately \$200,000. The total

project cost will be in the neighborhood of \$570,000. The LB840 funds will also be used to repair/replace the roof of the old City Hall/Fire Department building on 2nd Street.

The facility will be used as a multi-purpose building. They have saved quite a bit of money with volunteers helping with the demolition of the inside of the building. They will have two digital displays on the marquee. The front door will be made handicapped accessible as well as the restrooms. They will be applying for many different grants (World Herald, Lied Foundation, Railroad, etc.). A lot of the money being raised will come in increments over the next two years. A lot of the donations/contributions have not been a lump sum.

Nancy Braden, Finance Director, provided Council with a spreadsheet showing what the City would get from the LB840 sales tax with a 2% increase. The City has averaged, over the past 9 years, a 2% increase in its sales tax revenues every year. The second spreadsheet shows over the 15 year time period of collecting the sales tax what staff is projecting the City will collect – approximately \$3.1 million dollars, and with the projects the Council has approved right now and including the theater, by 2012, we will have the funds raised to pay for these projects. She also provided a spreadsheet showing the funds that would be received if the sales tax revenue decreased by 2/3rds. The same reflected that the City would have the funds raised to pay for these projects by 2014. Recommendation is also to take a loan (\$500,000) from the electric fund at a 3% interest rate to help cover the projects initially. We will not have enough money upfront to cover all of these projects.

Mayor Shelton stated that instead of investing the \$500,000 in a bank for a CD, we would be investing in the community at 3%.

Even if we grant the \$500,000 out, when the sales tax money comes in, we will pay back interest on the electric fund monies that we borrowed. Interest is allowable under the LB840 guidelines.

Mr. Frye stated the Project Majestic representatives have agreed that if the project comes in under budget, or if they have grants in excess of what they need for their budget, that money will be returned to the LB840 funds. He thinks this is a good investment.

Councilmember Chamberlain had concerns regarding the amount of the grant and the same being labeled as "free money."

Mr. Morlok advised the Council that they are not a business. He wanted them to consider them as a "service organization." They are not out to make a profit. They are out to pay their bills, and they are hoping that they can get service groups in the community to actually operate the theater on a nightly basis, with the goal of taking a percentage of the concessions as a fundraising effort for their own organization. They only hope to have one part-time and maybe, depending upon the use of the facility, one full-time employee. Because of the facility that is there now, they can make it multi-purpose with the stage, etc. He does not consider the grant as "free money." He considers it as an investment in Wayne. They are hoping to form another non-profit organization because they do not anticipate being able to keep the ticket prices low and their concession prices reasonable where it will ever turn a profit. One thing they have learned in their research is that all of their ticket prices go to pay for the cost of the movies, so their hope is that they can generate enough from concessions to pay their utility bill and their coordinator.

Councilmember Alexander stated he understood Councilmember Chamberlain's concerns because what if they would decide to sell it – what if it gets so successful that they do decide to sell it and you get \$600,000 for the building. Mr. Morlok said he was agreeable with the stipulation that if they sell it for a profit, the City would get its money back. Alexander stated if they just sold it for \$100,000, he sees that as being a profit.

Mayor Shelton stated one of the functions that the LB840 Sales Tax Committee has is to look at the broader good of the community and to make those decisions on that basis rather than just a few constituents. It has to be for what is best for the community.

Councilmember Alexander made a motion and seconded by Councilmember Chamberlain approving the recommendation of the LB840 Sales Tax Advisory Committee to approve a grant in the amount of \$200,000 to Wayne Area Economic Development for Project Majestic (downtown theater revitalization project), with the stipulation that if it is sold for a profit that any of the profit money will come back to the LB840 fund (maximum of \$150,000), with the time limit being June 30, 2024. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Irene Fletcher, Assistant Director of Wayne Area Economic Development, stated the LB840 Sales Tax Advisory Committee is also recommending approving a request by WAED for community marketing as a grant in the amount of \$10,000. This would be in lieu of WAED making an administrative funding request for 2010. Community marketing includes the Wayne Works campaign, the Pride in Wayne campaign, and the continual business and industry marketing, which includes the opportunity building.

Nancy Braden who is a member of the Marketing Committee stated they are doing a lot of things to sell the community of Wayne.

Councilmember Chamberlain made a motion and seconded by Councilmember Ley approving the recommendation of the LB840 Sales Tax Advisory Committee to approve a grant in the amount of \$10,000 to Wayne Area Economic Development to be used for community marketing. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Ley made a motion and seconded by Councilmember Alexander to adjourn the meeting. Mayor Shelton stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:40 p.m.

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CLAIMS LISTING DECEMBER 15, 2009

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,184.34
APPEARA	TOWEL AND LINEN SERVICE	107.45
BAKER & TAYLOR BOOKS	BOOKS	543.69
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	210.00
BARONE SECURITY SYSTEMS	BATTERIES	302.50
BROWN SUPPLY CO	FITTINGS/RHINO POST/SIGNAGE	1,090.87
CABLEONE ADVERTISING	TV ADVERTISING FEE	300.00
CHARTWELLS	SENIOR CITIZEN MEALS	4,961.05
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	500.00
CITY OF WAYNE	APPRECIATION REIMBURSEMENTS	170.00
CITY OF WAYNE	COMPUTER PURCHASE	634.97
CITY OF WAYNE	HEALTH REIMBURSEMENTS	1,940.68
CITY OF WAYNE	MILEAGE REIMBURSEMENT	118.80
CITY OF WAYNE	PAYROLL	54,288.94
CITY OF WAYNE	SAFETY BOOTS	150.00
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
COMPRESSION SYSTEMS	SEAL O RINGS/LOCKWASHER TABS	1,783.91
COPY WRITE PUBLISHING	OFFICE SUPPLIES	166.78
DAKOTA BUSINESS SYSTEMS	LIBRARY COPIER EQUIPMENT LEASE	100.00
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	105.00
DITCH WITCH OF OMAHA	PARTS	78.66
EAKES OFFICE PLUS	FILING CABINETS	396.00
ECHO GROUP INC JESCO	CONTACTOR/RELAY/MOUNT	171.39
EGAN SUPPLY CO	JANITORIAL SUPPLIES	156.51
ELECTRIC FIXTURE & SUPPLY	BALLAST	45.60
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	108.83
GILL HAULING, INC	HAULING FEES/SANITATION FEES	2,327.20
GREAT PLAINS ONE-CALL	DIGGERS HOTLINE	78.78
HAUFF MID-AMERICAN SPORTS	BASKETBALLS/NETS	225.00
HAWKINS, INC	HYDROFLUOSILICIC ACID	671.48
ICMA RETIREMENT TRUST	RETIREMENT	5,357.86
IRS	FEDERAL WITHHOLDING	17,641.95
KELLY SUPPLY COMPANY	PRESSURE SWITCH	71.29
KIRKHAM MICHAEL	ASPHALT RESURFACING DESIGN	7,900.00
KTCH AM/FM RADIO	RADIO ADS	1,004.00
LAYNE CHRISTENSEN CO	WELL 11	69,293.70
LP GILL INC	LANDFILL FEES	5,714.92
MARYBETH O'MALLEY	ENERGY INCENTIVE	419.74
MATT PARROTT AND SONS COM	W-2/1099 FORMS	163.64
MID-CONTINENT SALES	GASKET KITS/O-RINGS	7,393.51
MIDWEST LABORATORIES, INC	BOD TESTING	426.75
MOONLIGHT TOWING LLC	TOWING FEES	756.15
NE AIR FILTER	AIR FILTERS	447.55

NE DEPT OF LABOR	CAC BOILER CERTIFICATION	144.00
NE DEPT OF REVENUE	STATE WITHHOLDING	2,678.27
NEBR PUBLIC POWER DIST	ELECTRICITY	165,735.08
NORTHEAST EQUIPMENT	FILTER/CHAINS -SNOW BLOWER	79.31
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	10,698.54
OLSSON ASSOCIATES	TRAIL II	447.74
PAC N SAVE	CRAFT SUPPLIES/COFFEE/BLEACH	93.35
PAMIDA INC	VACUUM/READING SUPPLIES	115.59
PEPSI-COLA	CAC POP	421.67
PETERSON INDUSTRIAL ENGIN	LABOR ON ENTERPRISE ENGINE	11,614.05
PETRA ROC INC	SAFETY VESTS	160.94
PRESTO X COMPANY	PEST CONTROL	74.95
PUSH-PEDAL-PULL	TREADMILL/BIKE/ELLIPTICAL	6,454.35
QUALITY BOOKS INC	BOOKS	449.53
QUALITY FOOD CENTER INC	DISTILLED WATER	2.61
QWEST	TELEPHONE CHARGES	1,311.65
RANDOM HOUSE	AUDIO BOOKS	240.00
S & S WILLERS, INC.	FILL SAND	205.88
SKILLPATH SEMINARS	SEMINAR	298.00
STADIUM SPORTING GOODS	SHIRTS-CAC	138.00
STANLEY SECURITY SOLUTION	KEYS/LOCKSET	793.88
STATE NATIONAL BANK	ACH FEES	47.32
STATE NATIONAL BANK	EL REV REFUND SERIES 09	18,283.75
US BANK	LODGING/CAMER/SEMINAR/POSTAGE ETC	3,049.63
UTILITY EQUIPMENT CO	POLYTUBE	243.00
WAYNE COUNTY CLERK	FILING FEES	56.50
WAYNE GRAIN & FEED INC	SCALE CHARGES	70.00
WAYNE HERALD	ADS AND NOTICES	649.88
WAYNE VETERINARY CLINIC	DOG IMPOUNDS	238.00
WEB SOLUTIONS OMAHA	HOSTING FEES	275.00
WESTERN AREA POWER ADMIN	ELECTRICITY	27,608.73
ZACH OIL COMPANY	GASOLINE	4,577.23
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	92.11

EMP #	NAME	AMOUNT
01-0008	CHANELLE J BELT	875.61
01-0012	NANCY BRADEN	1,461.18
01-0020	LORI DICKES	184.32
01-0038	JOEL HANSEN	1,087.60
01-0048	LOWELL JOHNSON	1,783.56
01-0052	BRIAN KESTING	996.23
01-0058	GERALD KRUGER	706.88
01-0065	MELODIE LONGE	909.75
01-0067	BETTY MCGUIRE	1,475.51
01-0073	DAWN R NAVRKAL	881.06
01-0204	ART F BARKER	99.18
01-0009	JESSICA BOLLES	904.29
01-0018	MARLEN CHINN	1,406.36
01-0035	RICHARD HAASE	1,153.51
01-0055	GERALD KLINETOBE	961.38
01-0085	KATHLEEN PRINCE	908.78
01-0093	PHILIP SHEAR	1,412.92
01-0101	BRIAN SWANSON	1,053.85
01-0112	LANCE WEBSTER	1,647.00
01-0115	LEE WREDE	1,222.88
01-0170	STEVEN A SCHWARZ	1,200.95
01-0226	DOMENIC T CONSOLI	1,125.82
01-0258	HEATHER J THOR	1,270.71
01-0270	RENA S ALONSO	1,147.03
01-0298	CHAD M JENSEN	736.16
01-0117	JEFFERY ZEISS	1,134.93
01-0183	MICAEALA A WEBER	30.14
01-0199	BRANDON R FOOTE	219.90
01-0237	KARLA S JENSEN	20.14
01-0247	BRETT J GEBHARDT	206.99
01-0260	MADDY E MOSER	208.60
01-0261	COURTNEY M PRESTON	88.71
01-0264	TAYLOR J RACELY	231.20
01-0276	ZACHARY D BRAUN	161.78
01-0279	CORY L HARM	224.74
01-0284	AMANDA PEARSON	98.24
01-0087	JOHN REBENS DORF	479.56
01-0122	FRANCES A POEHLMAN	278.90
01-0259	PENNY L VOLLBRACHT	1,009.23
01-0296	RICHARD E BARELMAN	521.21
01-0003	BONNIE ANDERSEN	96.15
01-0041	HEATHER L HEADLEY	65.81
01-0057	LINDA KRUCKENBERG	196.00
01-0064	LAURAN LOFGREN	1,009.56
01-0077	JULIE OSNES	736.72
01-0202	RITA C MCLEAN	507.78
01-0211	ALISSA M JOHNSON	115.52
01-0233	PAULA M ERICKSON	156.51
01-0263	EMILY A HENDERSON	226.15
01-0042	LOWELL HEGGEMEYER	957.79

***** DIRECT DEPOSIT LIST *****

PAY PERIOD ENDING 11/29/2009
DIRECT DEPOSIT EFFECTIVE DATE 12/02/2009

EMP #	NAME	AMOUNT
01-0044	TODD HOEMAN	1,174.05
01-0138	JERRY M SPERRY	54.75
01-0177	GEORGE BEHLERS	43.60
01-0179	JASON JORGENSEN	855.86
01-0243	LANDON STENDER	82.98
01-0266	TYLER J GEBERS	53.56
01-0282	SAMUEL L BOSCHART	190.83
01-0015	WILLIAM BREITKREUTZ	869.01
01-0021	KEITH DOESCHER	875.26
01-0037	GENE HANSEN	1,363.71
01-0050	DANIEL KARDELL	1,127.13
01-0106	JEFFREY TRIGGS	1,119.40
01-0004	ROBERT BACKMAN	1,194.43
01-0029	TERRY FRY	1,160.30
01-0063	BRIAN LOBERG	1,292.52
01-0084	GARRY POUTRE	1,534.36
01-0100	TIMOTHY SUTTON	1,491.39
01-0013	JEFFREY BRADY	1,096.26
01-0022	DOUGLAS ECHTENKAMP	1,028.10
01-0231	ADAM C JUNCK	835.02

TOTAL PRINTED: 70 53,037.30

EMP NO	EMPLOYEE NAME	TYPE	CHECK DATE	CHECK AMOUNT	CHECK NO.
0235	HEADLEY, DAVID A	R	12/02/2009	283.54	068051
0273	HANSEN, KATHERINE E	R	12/02/2009	59.33	068052
0297	LISTON, SETH G	R	12/02/2009	908.77	068053

**COMMUNITY DEVELOPMENT AGENCY MINUTES
OF OCTOBER 20, 2009**

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

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

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

The next item on the CDA agenda was to approve the minutes of the October 6, 2009, meeting.

Member Sturm made a motion and seconded by Member Alexander approving the minutes of the October 6, 2009, meeting. Chair Chamberlain stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to consider and approve Res. 2009-7 recommending approval of a Redevelopment Plan/Contract for Northeast Nebraska Investors, LLC, a Nebraska Limited Liability Company.

Administrator Johnson stated because this project has been downsized from 62 rooms to 44 rooms, this represents a material change in the TIF agreement on the contract. Therefore, we need to have the CDA approve the change, in addition to the Planning Commission and Council. The material change is that the total value of the project is estimated to go from \$3.2 million to \$2.8

million, which will lower the output of the TIF bond. The allocation in the agreement (Sec. 3.04 & Exhibit E) will drop from \$140,000 to \$125,000 for the city to use for streets in the project. There will be no conference room, but it will still have a pool.

Kent Franzen, representing Northeast Nebraska Investors, LLC, was present to answer questions. In response to Member Sturm's question, Mr. Franzen stated the reason for downsizing the project is financing. There will be a small conference room – 55 people. When they got to looking at the economics of a 300 seat conference center, they would have to rent that for somewhere in the neighborhood of \$1,500 a night. They did not think the market in Wayne would accept that. The design they have still allows for that conference center to be added. They are just having to do it one step at a time.

Member Shelton noted for the record that she, City Administrator Johnson, and Members Ley and Haase needed to abstain from this vote because of a conflict of interest in the matter.

Member Frevert introduced CDA Resolution No. 2009-7 titled as follows and moved its passage and approval by the Agency:

CDA RESOLUTION NO. 2009-7

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA, RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT (NORTHEAST NEBRASKA INVESTORS, LLC).

Member Berry seconded the motion.

On roll call vote, the following Agency Members voted in favor of the motion: Frevert, Van Delden, Alexander, Sturm, Berry and Chamberlain. Members Haase, Shelton and Ley abstained from the vote.

The passage of CDA Resolution No. 2009-7 having been agreed upon by a majority of the Agency, the Chair declared CDA Resolution No. 2009-7 passed and, in the presence of the Agency,

signed and approved CDA Resolution No. 2009-7, and the Clerk attested to its passage by affixing her signature thereto.

The next item on the agenda was to consider and approve Change Order No. 1 – Kardell Subdivision Paving in the amount of \$3,168.

Administrator Johnson advised the CDA he has now received the detailed breakdown of this change order and recommends approval thereof.

Member Ley made a motion and seconded by Member Shelton approving Change Order No. 1 – Kardell Subdivision Paving in the amount of \$3,168. Chair Chamberlain stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to consider and approve Change Order No. 2 – Kardell Subdivision Paving, which is an increase of \$228,199.20.

Administrator Johnson stated this change order is a result of the additional paving of Summerfield Drive down to Pacific Coast, sewer, and fly ash that needed to be added to stabilize the ground.

Member Shelton made a motion and seconded by Member Ley approving Change Order No. 2 – Kardell Subdivision Paving, which is an increase of \$228,199.20.

Member Alexander asked if there was any way the City would recover this money since this is located outside of the city limits. Administrator Johnson responded no, with the reason being that the property was not annexed into the city limits. The payoff will be down the road and will be indirect rather than direct.

Alexander questioned how do we justify spending this money if it doesn't get developed.

Member Sturm stated they have always been told it is easier for businesses to come to your community if you have a building.

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

The next item on the agenda was to consider and approve Certificate of Payment No. 2 – Kardell Subdivision Paving in the amount of \$318,892.45 to Steve Harris Construction.

Member Shelton made a motion and seconded by Member Sturm approving Certificate of Payment No. 2 – Kardell Subdivision Paving in the amount of \$318,892.45. Chair Chamberlain stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

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

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City of Wayne
CDA Claims List
December 15, 2009

Ransom G. Roman – appraisal Kardell industrial Tract	1,500.00
City of Wayne – reimbursement legal fees	1,295.00

**COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA**

RESOLUTION NO. 2009-8

BE IT RESOLVED, this 15th day of December, 2009, by the Community Development Agency of the City of Wayne, Nebraska (“Agency”), a Community Development Agency duly organized and existing within the State of Nebraska, as follows:

W I T N E S S E T H:

WHEREAS, the Agency is a duly organized and existing development agency, a body politic and corporate under the laws of the State of Nebraska; and

WHEREAS, the Agency is authorized by the Act (hereinafter defined) to issue and sell its revenue bonds for the purpose of providing money to acquire, whether by purchase, lease or otherwise, land, buildings or other improvements and all real and personal property deemed necessary in connection therewith, which are suitable as a redevelopment project and is further authorized to pledge the revenues as herein provided to secure the payment of principal, premium, if any, and interest on its revenue bonds; and

WHEREAS, the Agency has determined it to be in the best interests of the Agency to issue its revenue bonds for the purpose of acquiring and improving a redevelopment project to be improved by Louis Bencoter and Javanah Bencoter. (“Developer”) pursuant to a Redevelopment Contract (the “Contract”); and

WHEREAS, the Agency has previously authorized the issuance of its Series 2009 A Bonds pursuant to its Bond Resolution dated September 15, 2009 (“Bond Resolution”); and

WHEREAS, the Agency desires by this Resolution to amend certain provisions of the Redevelopment Plan, to provide for the approval of an amended Redevelopment Contract and amended Redevelopment Plan contained in said Amended Redevelopment Contract, and to ratify and approve previous actions of the Agency as provided herein.

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Defined Terms.

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

- (a) This Resolution shall be interpreted in accordance with and governed by the laws of the State of Nebraska.
- (b) Wherever in this Resolution it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not

mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to this Resolution as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

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

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

ARTICLE II

AMENDMENTS APPLICABLE TO THE EFFECTIVE DATE OF THE PLAN

Section 2.01 Amendments Applicable to the Effective Date of the Redevelopment Plan

(a) In accordance with section 18-2147 of the Act, the Development Agency hereby adopts the Amended Redevelopment Plan of the Development Agency by approving the Project and by providing that any ad valorem tax on real property in the Development Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in section 18-2147 of the Act. The effective date of this provision shall be January 1, 2010, as to the real estate described as follows, to wit:

Lots 8, 9, 10, and 11 Bencoter Addition, all in the City of Wayne, Wayne County, Nebraska. as follows:

(b) In accordance with section 18-2150 of the Act, the Tax Increment Revenues are hereby pledged for payment of principal, premium, if any and interest on the Bonds. The Development Agency shall execute a notice with the City providing for such pledge of taxes and shall file a copy of such notice with the Wayne County Treasurer and Wayne County Assessor.

(c) Additional Tax Increment Revenues from future Redevelopment Plan Amendments shall be pledged, in accordance with section 18-2150 of the Act, from time to time.

ARTICLE III

APPROVAL OF AMENDED REDEVELOPMENT CONTRACT

Section 3.01 Amended Redevelopment Contract.

The Agency hereby authorizes and directs the Chair and Secretary to execute the Amended Redevelopment Contract, attached hereto, with such amendments and revisions as are deemed appropriate by the Chair.

Section 3.02 Additional Documents.

The Agency shall execute and deliver or cause the execution and delivery of such documents, agreements, certificates, instruments and papers as are necessary or desirable to carry out the amendments and transactions contemplated hereby.

ARTICLE IV

APPROVAL AND RATIFICATION OF REDEVELOPMENT PLAN.

Section 4.01 Plan Approval.

The Agency hereby approves and ratifies the Redevelopment Plan, as modified by the Amended Redevelopment Contract, attached hereto, and specifically ratifies the Series 2009 A Bonds issued pursuant to the resolution of the Agency dated September 15, 2009.

ARTICLE V

MISCELLANEOUS

Section 5.01

The Agency hereby ratifies and approves all action taken and expenditures made by the Agency, if any, in connection with the Redevelopment Project based upon prior resolutions of the Agency.

Section 5.02 Limitation of Rights.

With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or in the Bonds is intended or shall be construed to give to any person other than the Agency, the Developer and the Bondholders any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Agency, the Developer and the Bondholders as herein provided.

Section 5.03 Severability.

If any provision of this Resolution shall be held or deemed to be or shall, in fact., be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 5.04 Immunity of Officers.

No recourse for the payment of any part of the principal of or interest on the Bonds or for the satisfaction of any liability arising from, founded upon or existing by reason of the issue, purchase or ownership of the Bonds shall be had against any officer, member or agent of the Agency or the State of Nebraska, as such, all such liability to be expressly released and waived as a condition of and as a part of the consideration for the issue, sale and purchase of the Bonds.

Section 5.05 Incorporation of Act.

This Resolution does hereby incorporate by reference, the same as though fully set out herein, the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18—2101 through 18—2154, Reissue Revised Statutes of Nebraska, 2007, as amended.

Section 5.06 Effective Date.

Except as provided in Section 4.01 of this Resolution, this Resolution shall be in full force and effect from and after its adoption as provided by law.

Section 5.07

The captions or headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Resolution.

IN WITNESS WHEREOF, the undersigned hereby certify that the Members of the Community Development Agency of the City of Wayne, Nebraska passed and adopted this Resolution, and caused these presents to be signed in its name and behalf by its Chair or Vice Chair and its official seal to be hereunto affixed, and to be attested by its Secretary, on the date first above written.

PASSED AND APPROVED this 15th day of December, 2009.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
WAYNE, NEBRASKA.

By _____
Chairperson

ATTESTED:

Secretary

AMENDED REDEVELOPMENT CONTRACT

This Amended Redevelopment Contract is made and entered into on December, 2009, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Louis Benscoter and Javanah Benscoter (Developer).

WITNESSETH:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract;

WHEREAS, the City of Wayne, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended (collectively the Act), has designated an area described on the attached Exhibit A as a blighted and substandard area; and

WHEREAS, the Agency has completed all procedures necessary for adoption of a Redevelopment Plan and approval of a Redevelopment Contract; and

WHEREAS, pursuant to Section 18-2119 of the Act, Agency has solicited proposals for redevelopment of the redevelopment area, and Developer submitted a redevelopment contract proposal; and

WHEREAS, Agency and Developer have previously entered into a Redevelopment Contract dated (the "Prior Agreement"), and wish that this Amended Redevelopment Contract to amend the Prior Agreement and amend the prior Redevelopment Plan, by pledging certain incremental ad valorem tax revenues, that were incorrect in the prior contract and plan.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, Agency and Developer do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended, and acts amendatory thereof and supplemental thereto.

"Bondholder" means the holders of Bonds issued by the Agency from time to time outstanding.

"Bonds" or "Series 2009 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (Louis Benscoter and Javanah Benscoter Project), Series 2009 A Bonds issued pursuant to Section 18-2147 and 18-2150 of the Act. "Bonds".

"Governing Body" means the City Council of the City.

"Premises" or "Redevelopment Area" means all that certain real property situated in Wayne, Wayne County, Nebraska, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

"Project" means the improvements to the Premises, as further described in Exhibit C attached hereto and incorporated herein by reference.

"Project Costs" means only costs or expenses incurred by Developer to acquire, construct and equip the Project pursuant to the Act, including, but not limited to costs for: obtaining options to purchase, purchase and closing, including brokerage commissions, tax pro rates, title insurance premiums, land survey and engineering, soil tests, excavation, grading, infrastructure, to include paving, water, sanitary and storm sewer mains, manholes, pumping stations, force mains, pavement (including street, intersections, curb,

gutter, and sidewalks and walking trails), storm water runoff retention ponds and lake or pond construction, electric power substations and lines, including underground, street and area signage and related development fees, to include general development fees, legal, consulting and engineering fees, construction costs, including construction interest, and related off site infrastructure costs for the benefit of the project.

"Amended Redevelopment Contract" means this amended redevelopment contract between Agency and Developer dated September 15, 2009, with respect to the Project.

"Amended Redevelopment Plan" means Exhibit C attached hereto as supplemented by this Amended Redevelopment Contract and the attachments hereto, adopted by the Agency and the City pursuant to the Act, as amended from time to time.

"Resolution" means the Resolution of the City dated September 15, 2009, as supplemented from time to time, approving this Amended Redevelopment Contract and Amended Redevelopment Plan.

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

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

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

(a) This Redevelopment Contract shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

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

(c) The phrase "at any time" shall be construed as meaning "at any time or

from time to time.

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

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

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

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

ARTICLE II

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby amends the Redevelopment Plan of the Agency to make a provision that any ad valorem tax on real property in the that portion of the Project, described on Exhibit B, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act. The effective date of this provision shall be January 1, 2010, as to the following described real estate, to wit:

Lots 8, 9, 10 and 11 Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

Section 2.02 Issuance of Bonds.

(a) 2009 A Bonds: Agency on or about September 15, 2009, did authorize the issuance of the Series 2009 A Bonds in the aggregate principal amount of approximately \$75,000.00, and bearing interest from and after the date of issue, bearing interest at Seven

Percent (7%) per Series 2009 A Bonds). The Series 2009 A Bonds are limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore.

Section 2.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency has pledged the TIF Revenues as Security for the Bonds. Section 2.04 Creation of Fund.

Deleted: f

Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay Bonds issued pursuant to Sections 2.02 above.

Section 2.05 Perform Obligations of Redevelopment Plan.

Agency will perform, or provide for the performance, in a timely manner, of all obligations to set forth in the Redevelopment Plan required to be performed by the Agency or City, as provided in this Redevelopment Contract, and attached Exhibit C.

Section 2.06 Acknowledgement of Tax Level.

Developer, City and Agency acknowledge that the payment of the Bonds is entirely contingent on factors over which the Agency has no control, including but not limited to the assessed valuation of the project, the variation of tax levies established in the future by taxing entities, statutory, constitutional and court ruling changes. The City specifically acknowledges that all TIF Revenues shall be allocated to the payment of the Series A Bonds, as provided in Attachment B, until all of such semiannual payments and interest and delinquent interest thereon is paid in full.

ARTICLE III

DEFAULT, REMEDIES; INDEMNIFICATION

Section 3.01 General Remedies of Agency and Developer.

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

For the purposes of this Redevelopment Contract, neither party, as the case may be, nor any successor shall be in breach of or in default in its performance of obligations within its control, when and without its fault, a default in such obligation occurs caused by acts of God, or Government, acts of terrorism, or in the event of enforced delay in the project due to unforeseeable causes beyond the control of the parties or either of them, including fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency or of Developer with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 3.02 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article III or this Redevelopment Contract to the contrary neither Agency, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Specifically, but without limitation, neither City nor Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Notice Recording.

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

Section 4.02 Governing Law.

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

Section 4.03 Binding Effect; Amendment.

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

Section 4.04 Amended Redevelopment Contract Revises Prior Agreement.

This Amended Redevelopment Contract revises, the Prior Agreement as and to the extent of the pledge of incremental ad valorem taxes. Provided, however, in all events, all bonds issued pursuant to the approved Redevelopment Plan, being the Series 2009 A bonds shall be valid, binding obligations and are hereby ratified as though fully refunded and reissued on the date hereof.

IN WITNESS WHEREOF, Agency and Developer have signed this

Redevelopment Contract as of the date and year first above written.

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF WAYNE,
NEBRASKA

Louis Bencoter and Javanah Bencoter

Chairman

Louis Bencoter

ATTEST:

Secretary

Javanah Bencoter

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by Ken Chamberlain and Betty A. McGuire, Chair and Secretary, respectively, of the Community Development Agency of the City of Wayne, Nebraska, on behalf of the Agency.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of December, 2009, by Louis Benscoter and Javanah Benscoter.

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES
(REDEVELOPMENT AREA)

All the lots and lands included within the Benscoter Addition to the City of Wayne, Wayne County, Nebraska, as currently proposed in the preliminary plat, or hereafter subdivided.

EXHIBIT B

Description of lots pledged with effective date of January 1, 2010

Lots 8, 9, 10, and 11 Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

EXHIBIT C

DESCRIPTION OF PROJECT AND DEVELOPERS AMENDED REDEVELOPMENT PLAN FOR LOUIS BENSOTER AND JAVANAH BENSOTER PROJECT

OVERVIEW:

This plan is intended to redevelop an area within the City of Wayne, which has been declared blighted and substandard within the meaning of the Community Development Law of the State of Nebraska.

The Developer has acquired, developed and rehabilitated the real estate shown on Exhibit A to the Redevelopment Contract by constructing an approximately 30 lot housing development, with houses to be built in phases, including infrastructure on the real estate.

The Community Development Agency authorized the issuance of a bond, designated the 2009 A Bond to be repaid from the incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date of January 1, 2010 as described in this Amended Redevelopment Contract. The Developers will use the proceeds of the bond to assist in payment of Project Costs in the construction and acquisition of the project.

The specific purpose of this plan amendment is to revise the pledge of lots pledged to divide ad valorem taxes to support previously authorized tax increment revenue bonds, as provided in the prior agreement between the City, Agency and the Developer

EXHIBIT C

BENSOTER ADDITION REDEVELOPMENT PLAN

OVERVIEW

This Bensoter Addition Redevelopment Plan (the "Redevelopment Plan" or the "Plan") is intended to redevelop an area within the City of Wayne (the "City"), which has been declared blighted and substandard pursuant to the Community Development Law of the State of Nebraska.

The Developer will acquire and redevelop the real estate shown on Exhibit A (the "Redevelopment Plan Area") by constructing approximately 30 lot single family housing development. The redevelopment will be implemented in phases.

Redevelopment activity authorized by this Redevelopment Plan must be accompanied by a specific project plan for each phase describing the activities that will be undertaken. While this Redevelopment Plan establishes overall City policies and intentions toward the

comprehensive redevelopment of the area, additional phases will require subsequent project plans. These project plans will be considered amendments to this Redevelopment Plan.

The Developer will not develop the project in the Redevelopment Area or elsewhere in the City without the benefit of tax increment financing. The costs and risks of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. All financing for the redevelopment is contingent on the grant of bond proceeds to be set forth in a redevelopment contract. The Plan proposes that the Wayne Community Development Agency (the "Authority") issue bonds, to be designated Series 2009 A Bonds and subsequent bonds (the "Bonds") to be repaid solely from the excess ad valorem real estate property taxes generated by a series of redevelopment projects pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from their respective effective dates. The Developer will use the proceeds of the Bonds to assist in payment of Project Costs, to be defined in the redevelopment contract, in the construction and acquisition of the project.

THE REDEVELOPMENT PLAN

1. Relationship of Plan to local objectives for appropriate land use: This Plan contemplates a change in current land use. The land use will be changed from crop land to a mixed use residential development. Zoning is currently appropriate for the intended use. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the Redevelopment Plan Area. This new development is targeted to entice new residents to the community for general economic support of the community and to retain vital services in the City.

2. Relationship of Plan to local objectives for improved traffic flow and public utilities in Redevelopment Plan Area:

Streets: Streets will be dedicated and platted in accordance with the preliminary and final plats approved from time to time by the City. All streets shall have a hard surface. The streets internal to the subdivision shall be dedicated and installed at the sole cost of the Developer in accordance with City policy. The specifications for such streets shall be normal and customary for residential development in the Wayne County, Nebraska, area.

Potable Water Lines: The Developer shall pay for and install all potable water lines and fire hydrants required in the subdivision.

Sanitary Sewer Lines: The Developer shall pay for the installation of all interior sanitary sewer lines, in accordance with the recommendation of the Developer's engineer.

Electrical Power: The Developer shall pay for the installation of all interior electrical power lines to service the project. All transmission lines shall be underground.

The plans for all infrastructure installation shall be reviewed by and approved by the City Engineer.

3. Relationship of Plan to local objectives for community facilities: The execution of this Plan will provide a much needed residential subdivision for the community that has been identified as an unmet need.
4. Redevelopment Plan Area: Exhibit C1 shows the boundaries of the Redevelopment plan Area. The property is improved with a few small dilapidated structures that will be demolished..
5. Proposed land use plan: Exhibit C2 shows the proposed land use plan after redevelopment as a fully developed residential and commercial development. This plat will be amended and changed as circumstances require for the future projects.
6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will change for the area. Currently there is no residential occupancy. During the phase in of the construction, up to 30 single family residential lots will be developed. This number may change during phase in to take into account duplex lots, as demanded, and as approved by the Mayor and City Council.
7. Statement regarding change in street layouts: This Plan proposes changes in street layout as shown in Attachment C2.
8. Site plan after redevelopment: Exhibit C2 is an accurate proposed site plan of the Redevelopment Plan Area after redevelopment. The Plan may change slightly during the phases as development occurs, and additional final platting is approved by the City.
9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: Additional public utilities are required to support the proposed Plan, as discussed above.
10. Public cost/benefit analysis: The Redevelopment Plan requires that the Developer acquire and construct a residential development. It is intended that no public funds, other than the tax increment financing benefit, will be used for the acquisition and development of the redevelopment Plan.

The Developer will provide all financing for Project Costs of the Developer. The Developer will either provide purchasers for the Bonds or purchase the Bonds. The Bonds shall be repaid solely from the excess ad valorem tax stream created by the redevelopment projects, and not secured by any additional pledge by either the Authority or the City. All ad valorem taxes currently generated in the Redevelopment Plan Area will continue to be paid to all respective taxing authorities, including the school district, the City and Wayne County. All ad valorem taxes for each respective project shall revert to the taxing authorities at the expiration of each fifteen year project term or the full payment of the Bonds.

The Project initially will result in at least 3 new residential units. The Redevelopment Plan provides for approximately 30 new single family homes developed in the City. Full build-

out of the Redevelopment Plan is estimated to take 10 years. The Project provides for long-term property tax base increase and stability, encouragement of additional redevelopment and an expansion of the local sales tax and property tax bases through the new residents spending in City stores.

REDEVELOPMENT PROJECT ONE PLAN

The Redevelopment Project One Plan (the "Project") provides for the construction of 3 market rate single-family homes within the Redevelopment Plan Area on Lots 8, 9, 10, and 11 Benscoter Addition. The Developer will acquire the property and commence installation of infrastructure, allowing it to develop 30 single family lots as part of the Project in 2009. See Exhibit C2. Thereafter, additional residential structure development (housing) is planned to occur at the rate of at least 3 additional residential lots annually. The lots selected by the Developer for this Project, and each future project, do not need to be contiguous. The means and timing of such selection shall be set out in the redevelopment contract.

The Project projects the use of approximately \$75,000.00 in net Bond proceeds to finance acquisition, demolition, utilities, and other public improvements.

Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in Redevelopment Project One shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2010, as follows:

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

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

FUTURE PROJECT PLANS

The Redevelopment Plan will be implemented through a series of individual redevelopment project plans. As stated above, additional residential structure development (housing) is planned to occur at the rate of at least 3 additional residential lots annually. The lots selected by the Developer for this Project, and each future project, do not need to be contiguous. The means and timing of such selection shall be set out in the redevelopment contract. Each group of lots selected annually will be deemed to be a distinct project. Each of these future redevelopment project plans shall establish an effective date for the division of ad valorem taxes for each respective project. Each redevelopment project plan shall require separate consideration and approval by the City Council. Such future projects, as described herein, are found and declared to be modifications that do not substantially change the Redevelopment Plan, and shall not require further public hearing or consideration by the Planning Board. The Bonds shall be amortized by the excess ad valorem taxes generated from the Project and from future project plans within the redevelopment Plan Area.

CDA RESOLUTION NO. 2009-9

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE; AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY REDEVELOPMENT LAW; AUTHORIZING THE SALE OF SAID BOND; PROVIDING FOR A GRANT; PROVIDING FOR A REDEVELOPMENT CONTRACT AND PROVIDING FOR THIS RESOLUTION TO TAKE EFFECT.

BE IT RESOLVED by the Community Development Agency of the City of Wayne, Nebraska, as follows:

Section 1. Community Development Agency of the City of Wayne hereby finds and determines (a) that the Community Development Agency of the City of Wayne, Nebraska (the "Agency") was duly created by Ordinance of the City of Wayne (the "City") for purposes of assisting with redevelopment of real estate located within the City; that the Agency has and may exercise all of the powers of a redevelopment Agency provided for under the Community Development Law of the State of Nebraska; that there has been prepared a redevelopment plan entitled "Redevelopment Contract" [Northeast Nebraska Investors, LLC project] which constitutes a Redevelopment Plan (the "Plan") for the redevelopment of the following described real estate:

Lot One (1) Benscoter Addition to the City of Wayne, Wayne County, Nebraska, as surveyed, platted and recorded, (b) that prior to the preparation of the Plan an area which includes the Project Area was declared blighted and substandard by action of the Mayor and City Council of the City; (c) that the City has had in effect its general plan for the development of the City from the time prior to the establishment of the Agency and the preparation of Plan; (d) that the Plan was submitted to the City Planning Commission of the City and approved and thereafter recommended by the Agency to the Mayor and

City Council of the City; (e) that the Mayor and City Council of the City held a public hearing on the Plan for which notice was given by publication of notice in a legal newspaper in the city of Wayne and the mailing of notice to certain entities done prior to such hearing all as required in Section 18-2115, R.R.S. Neb. 2007, and after such hearing the Mayor and City Council gave their approval to the Plan; (f) that the Plan, among other things, calls for the construction of the Northeast Nebraska Investors, LLC Project in the Project Area; (g) that Northeast Nebraska Investors, LLC , (hereafter referred to as the "Developer") is interested in the redevelopment of the Project Area and the Agency has previously communicated its willingness to assist in the completion of the project in order to encourage the construction of such facility and to promote the economic development of the City as well as the redevelopment of a blighted and substandard area of the City; (h) that the Agency has agreed to assist the Developer with a grant to pay part of the cost of such project acquisition and improvements, and for such purpose it is necessary for the Agency to authorize the issuance of its tax increment revenue bond; (i) that all conditions, acts and things required by law to exist or to be done precedent to the authorizing of the Agency's tax increment revenue bond as provided for in this Resolution do exist and have been done as provided by law.

Section 2. A tax increment revenue bond in the principal amount and denomination of \$467,000.00, is hereby ordered issued in accordance with Section 18-2125, R.R.S. Neb. 2007, by the Agency and shall be designated as its "Tax Increment Revenue Bond" (Northeast Nebraska Investors, LLC, Project), Series 2009 A (hereinafter referred to as the "Bond"). The Bond shall be dated as the date of its execution and shall bear interest thereafter until maturity (or earlier redemption) at the

rate of 6% per annum. The principal of the Bond shall become due on December 31, 2024, provided that such principal amount shall be subject to mandatory redemption from "Available Funds" as described in Section 5 below on June 1 and December 1 of each year. All such interest upon the Bond shall be payable semiannually on June 1 and December 1 of each year, commencing June 1, 2011. The Bond shall be in fully registered form. The Agency's Treasurer (the City Clerk/ Treasurer of the City of Wayne) is hereby designated as paying agent and registrar for the Bond (the "Agent"). The Agent shall serve in such capacities pursuant to the terms of this Resolution. The interest due on each interest payment date prior to maturity shall be payable to the registered owner of record as of the last business day of the calendar month immediately preceding the calendar month in which such interest payment date occurs (the "Record Date"), subject to the provisions of Section 4 hereof. Payments of interest due on the Bond, except for payments due on final maturity date, or other final payment, shall be made by the Agent by mailing a check or draft in the amount then due for interest on the Bond to the registered owner of the Bond, as of the Record Date for such interest payment date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 3 hereof. Payments of principal and interest due at final maturity or other final payment shall be made by the Agent to the registered owner upon presentation and surrender of the Bond to the Agent at the Agency's offices at City Hall in the City of Wayne, Nebraska. The Agency and the Agent may treat the registered owner of the Bond as the absolute owner of the Bond for the purpose of making payments thereon and for all other purposes and neither the Agency nor the Agent shall be affected by any notice or knowledge to the contrary, whether the Bond or any

installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of the Bond in accordance with the terms of this resolution shall be valid and effectual and shall be a discharge of the Agency and the Agent, in respect of the liability upon the Bond or claims for interest to the extent of the sum or sums so paid.

Section 3. The Agent shall keep and maintain for the Agency books for the registration and transfer of the Bond at the Agency's offices at City Hall in Wayne, Nebraska the name and registered address of the registered owner of the Bond. The name and registered address of the registered owner of the Bond shall at all times be recorded in such books. The Bond may be transferred pursuant to its provisions at the Agency's offices by surrender of such Bond for notation of transfer, accompanied by a written instrument of transfer, in form satisfactory to the Agent, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Agent on behalf of the Agency will register such transfer upon its books and make notation thereof on the Bond and deliver the Bond at its office to the transferee owner (or send it by registered mail to the transferee owner thereof at such transferee owner's expense). All transfers of the Bond shall be upon the basis of a private placement and each proposed transferee registered owner shall furnish the Agent with assurances in form satisfactory to the Agent that such Bond is being purchased for investment purposes only, without view to redistribution and upon the independent credit judgment and investigation of the proposed transferee. The Agency and the Agent shall not be required to transfer the Bond during any period from any Record Date until its immediately following interest payment

date or to transfer the Bond when called for redemption, in whole or in part, for a period of 15 days next preceding any date fixed for redemption or partial redemption.

Section 4. In the event that payments of interest or for mandatory partial redemption due on the Bond on any interest payment date are not timely made, such interest or redemption price shall cease to be payable to the registered owner as of the Record Date for such interest payment date and shall be payable to the registered owner of the Bond as of a special date of record for payment of such defaulted interest or redemption price as shall be designated by the Agent whenever monies for the purpose of paying such defaulted interest or redemption price become available.

Section 5. At any time the Agency shall have the option of prepaying in whole or in part the principal of the Bond. Any such optional prepayment of principal shall be accompanied by an amount equal to all accrued but unpaid interest on the principal amount being prepaid. Notice of any optional redemption for the Bond shall be given at the direction of the Agent of the Agency by first class, postage prepaid mail, not less than 15 days prior to the date fixed for redemption, to the registered owner of the Bond at said owner's registered address. Notice of call for redemption may be waived in writing by any registered owner. In the event of prepayment in whole the Bond shall be cancelled. The determination of the amount and timing of any optional redemption of the Bond shall be in the absolute discretion of the Agency. The Bond shall also be subject to mandatory partial redemption, without notice, on each interest payment date from all funds to be available in the Bond Fund (as hereinafter established and defined), excluding amounts, if any, from investment earnings for such fund which the Agency shall be entitled to apply to administrative costs related to the Bond, rounded down to the nearest one hundred

dollars, after payment of all accrued but unpaid interest on each interest payment date (which funds are referred to in this Resolution as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each interest payment date and shall be remitted to the registered owner of the Bond with interest payments. The Agent shall mark the Agent's records with respect to each mandatory partial principal prepayment made from Available Funds and it shall not be necessary for the registered owner to present the Bond for notation of such prepayment. The records of the Agent shall govern as to any determination of the principal amount of the Bond outstanding at anytime and the registered owner shall have the right to request information in writing from the Agent at any time as to the principal amount outstanding upon the Bond.

Section 6. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF WAYNE

TAX INCREMENT REVENUE BOND OF THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY
OF WAYNE, NEBRASKA
(Northeast Nebraska Investors, LLC Project)
SERIES 2009 A

Principal Amount
\$467,000.00

Interest Rate Per Annum
6% per annum

Final Maturity Date
December 31, 2024

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Development Agency of the City of Wayne, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to the registered owner designated on the reverse hereof, or registered assigns, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest determined and paid on the unpaid balance as follows: the principal sum shall bear interest from the date of issue, until maturity or earlier redemption at the rate of 6% per annum, subject to limitation as set forth in the authorizing resolution. Said interest shall be payable semiannually on June 1 and December 1 of each year commencing on June 1, 2011. The payment of principal and interest due upon the final maturity is payable upon presentation and surrender of this bond to the Treasurer of said Agency, as Paying Agent and Registrar for said Agency, at the offices of the Community Development Agency of the City of Wayne at City Hall, in Wayne, Nebraska. The payments of interest and of mandatory redemption of principal on each interest payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this bond, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the interest payment date occurs, to such owner's address as shown on such books and records. Any payment of interest or mandatory redemption of principal not timely paid when due shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the registered owner of this bond on such special record date for payment of such defaulted interest or redemption price as shall be fixed by the Paying Agent and Registrar whenever monies for such purpose become available.

The Agency, however, reserves the right and option of prepaying principal of this bond, in whole or in part, from any available sources at any time at the principal amount thereof plus accrued interest to the date fixed for redemption. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this bond at said registered owner's address in the manner provided in the resolution authorizing said bond. The principal of this bond shall be subject to mandatory redemptions made in part on any interest payment date from "Available Funds" (as defined in the resolution authorizing the

issuance of this bond) without any requirement for notice. Such optional and mandatory prepayments shall be made upon such terms and conditions as are provided for in the resolution authorizing this bond.

This bond is a single bond in the total principal amount of \$467,000.00 issued by the Agency for the purpose of paying the costs of redevelopment of certain real estate located in the City of Wayne, as designated in that redevelopment contract containing a redevelopment plan recommended by the Agency and approved by the Mayor and City Council of the City of Wayne, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2007, as amended, and has been duly authorized by resolution passed and approved by the Community Development Agency of the City of Wayne, (the "Resolution").

This bond constitutes a limited obligation of the Agency payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project Area" (as defined in the Resolution). Pursuant to the Resolution and Section 18-2150, R.R.S. Neb. 2007, said portion of taxes has been pledged for the payment of this bond, both principal and interest as the same fall due or become subject to mandatory redemption. This bond shall not constitute a general obligation of the Agency and the Agency shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This bond shall not constitute an obligation of the State of Nebraska or of the City or Wayne (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007) and neither the State or Nebraska nor the City of Wayne shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007). Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.

This bond is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this bond for notation of transfer as provided on the reverse hereof and subject to the conditions provided for in the resolution authorizing the issuance of this bond. The Agency, the Paying Agent and Registrar and any other person may treat the person whose name this bond is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this bond be overdue or not.

THIS BOND, UNDER CERTAIN TERMS SET FORTH IN THE RESOLUTION AUTHORIZING ITS ISSUANCE, MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS SET FORTH IN SAID RESOLUTION.

If the day for payment of the principal of or interest on this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of

Wayne, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond, did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said Agency, including this bond, does not exceed any limitation imposed by law.

IN WITNESS WHEREOF, the Community Development Agency of the City of Wayne have caused this bond to be executed on behalf of said Agency by being signed by the Chairman and Secretary and by causing the official seal of said Agency to be affixed hereto, all as of the date of issue shown above.

Delivered _____, 2009.

(SEAL)

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF
WAYNE, NEBRASKA

By: _____ (do not sign) _____
Chairman

ATTEST:

_____(do not sign)_____
Secretary

PROVISION FOR REGISTRATION

The ownership of this Bond shall be registered as to both principal and interest on the books and records of the Community Development Agency of the City of Wayne, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing bond, who shall make notation of such registration in the registration blank below, and the transfer of this Bond may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar

Section 7. The Plan sets forth January 1, 2010, as the effective date after which ad valorem taxes on real property located within the Project Area may be apportioned pursuant to Section 18-2147, R.R.S. Neb. 2007. From and after said effective date that portion of the ad valorem taxes on all real estate located within the Project Area which is described in subdivision (1)(b) of Section 18-2147, R.R. S. Neb 2007 (the "Project Area Tax Receipts"), shall be paid into a special fund of the Agency to be designated as the Project Fund (the "Bond Fund") to be held by the Agent. The Agency hereby pledges for the payment of the Bond both principal and interest as the same fall due, equally and ratably, all Project Area Tax Receipts as so paid into the Bond Fund as a prior and first lien upon said receipts for the security and payment of the Bond.

Section 8. The Bond shall be executed on behalf of the Agency by the Chairman and Secretary and sealed with the Agency's seal. Upon execution the Bond shall be registered by the Agent in the name of the initial registered owner as directed by the original purchaser and shall thereupon be delivered to the Developer (or its designee, including any pledgee), as the original purchaser thereof for a price equal to the principal amount thereof. The original purchaser and initial registered owner shall deliver an investment representation letter satisfactory in form to the officers of the Agency, or any one of them.

Section 9. If the date for payment of the interest or principal on the Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Wayne, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking Institutions are authorized to close, and payment

on such day shall have the same force and effect as if made on the nominal date of payment.

Section 10. The Secretary shall make and certify one or more transcripts of the Agency precedent to the issuance of the Bond one of which copies shall be delivered to the original purchaser of the Bond.

Section 11. The Chairman and Secretary or any one of them are hereby authorized to take any and all actions, and to execute any and all documents deemed by them necessary to effect the transactions authorized by this Resolution.

Section 12. The proceeds of the Bond after payment of issuance costs, shall be paid to the Agency and applied to make payment of a development grant to the Developer with such grant to be made upon such conditions as are set forth in that Redevelopment Contract by and between the Agency and Developer which Redevelopment Contract, as to its terms and conditions, is hereby approved in the form presented. The Chairman and Secretary are hereby authorized to execute and deliver said Redevelopment Contract in substantially the form presented but with such changes as such executing officers shall deem appropriate for and on behalf of the Agency. In the event that the Developer is the purchaser of the Bond, the purchase price may be offset against the grant provided in the Redevelopment Contract.

Section 13. The authorization for the Bond provided for in this Resolution is based upon expectations as to valuation and proposed tax rates suggested by the Developer. The Agency has not given and hereby gives no assurances that such expectations will in fact be fulfilled.

Section 14. The Agency specifically finds, as follows:

- (a) The project described in the redevelopment contract and plan attached

thereto, would not be economically feasible without the use of tax-increment financing;

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

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

Section 15. This Resolution shall be in force and take effect from and after its adoption as provided by law.

PASSED AND APPROVED this 15th day of December, 2009.

WAYNE COMMUNITY DEVELOPMENT
AGENCY

By _____
Chairman

(SEAL)

ATTEST:

Secretary

RESOLUTION NO. 2009-111

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

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

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

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

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

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

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

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

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

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

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

3. Approval of the Amended Redevelopment Plan is hereby ratified and reaffirmed and the Agency is hereby directed to execute the Amended Redevelopment Contract and implement the Amended Redevelopment Plan in accordance with the Act.

4. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the redevelopment project specified in the plan, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2010 as to the following described real estate, to wit:

Lots 8, 9, 10, and 11, Bencotter Additon to the City of Wayne, Wayne County, Nebraska, as follows:

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

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

5. The Mayor is authorized and directed to execute and deliver, from time to time, to the County Treasurer and Assessor, the Notice to Divide Taxes which is attached hereto and marked as exhibit B, with the appropriate description of real estate, as established pursuant to the Redevelopment Contract and Redevelopment Plan.

PASSED AND APPROVED this 15th day of December, 2009.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 3

Date of Issuance: December 15, 2009

Project No. 007-1096

Project: Kardell Subdivision Paving, Drainage & Water Improvements, Wayne, Nebraska - 2009

Contractor: Steve Harris Construction, Inc, PO Box 343, Homer, NE 68030

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Steve Harris Construction, Inc.

Value of Work Stored & Completed: \$452,725.57

Original Contract Cost:	\$274,669.40
Approved Change Orders:	
No. 1	\$3,168.00
No. 2	\$228,199.20
No.	\$0.00
No.	\$0.00
No.	\$0.00
Total Contract Cost:	\$506,036.60

Value of completed work and materials stored	\$452,725.57
Less retained percentage (5 %)	\$22,636.28
Net amount due including this estimate	\$430,089.29

Less: Estimates previously approved:

No. 1	\$40,864.50	No. 6	\$0.00
No. 2	\$318,892.45	No. 7	\$0.00
No. 3	\$0.00	No. 8	\$0.00
No. 4	\$0.00	No. 9	\$0.00
No. 5	\$0.00	No. 10	\$0.00

Total Previous Estimates: \$359,756.95

NET AMOUNT DUE THIS ESTIMATE: \$70,332.34

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

cc: Steve Harris Construction, Inc.
Project File

OLSSON ASSOCIATES

By _____

Kardell Subdivision Paving, Drainage & Water Improvements
Wayne, Nebraska
007-1096
Steve Harris Construction, Inc.

No.	Unit	Plan Quantity	Unit Price \$	Contract Price \$	Amount Stored	Quantities Completed	Total Amount Completed + Stored	95% Due Contractor	5% Retainage	Amount Paid Prev. Est.	Total Due This Est.
Description											
1	SY	8,239	\$34.60	\$285,069.40		7995	\$276,627.00	\$282,795.65	\$13,831.35	\$248,964.30	\$13,831.35
2	SY	79	\$45.00	\$3,555.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	SY	192	\$36.00	\$6,912.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	LF	48	\$8.00	\$384.00		48	\$384.00	\$384.80	\$19.20	\$364.60	\$19.20
5	TN	488	\$15.00	\$7,320.00		245	\$3,675.00	\$3,491.25	\$183.75	\$1,822.50	\$1,668.75
6	EA	1	\$300.00	\$300.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	LS	1	\$32,900.00	\$32,900.00		1	\$32,900.00	\$31,285.00	\$1,615.00	\$1,645.00	\$1,645.00
7A	CY	3950	\$1.90	\$7,505.00		3950	\$7,505.00	\$7,129.75	\$375.25	\$6,754.50	\$375.25
7B	LS	1	\$5,000.00	\$5,000.00		1	\$5,000.00	\$4,750.00	\$250.00	\$4,500.00	\$250.00
7C	LS	182	\$75.00	\$13,650.00		182	\$13,650.00	\$12,967.50	\$682.50	\$12,285.00	\$682.50
7d	TN			\$362,855.40	\$0.00		\$339,741.00	\$322,753.95	\$16,987.05	\$304,281.90	\$19,472.05
Total Base Bid Section "A"											
Bid Section "B" - Storm Sewer and Erosion Control											
8	LF	0	\$20.00	\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	LF	655	\$21.00	\$13,776.00	\$2,528.80	104	\$4,712.80	\$4,477.16	\$235.64	\$3,296.16	\$1,181.00
10	LF	79	\$32.00	\$2,528.00	\$854.36	79	\$3,382.36	\$3,213.24	\$169.12	\$3,044.12	\$169.12
11	LF	37	\$42.00	\$1,554.00	\$854.28	0	\$0.00	\$811.57	\$42.71	\$768.85	\$42.71
12	LF	0	\$52.00	\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	LF	0	\$38.00	\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	EA	2	\$400.00	\$800.00		2	\$800.00	\$760.00	\$40.00	\$400.00	\$359.70
15	EA	2	\$600.00	\$1,200.00		2	\$1,200.00	\$1,140.00	\$60.00	\$1,080.00	\$60.00
16	EA	1	\$700.00	\$700.00	\$286.53	3	\$2,986.53	\$2,276.70	\$119.83	\$2,156.88	\$119.83
17	EA	0	\$0.00	\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	EA	0	\$250.00	\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	EA	0	\$600.00	\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	EA	0	\$400.00	\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	EA	4	\$1,750.00	\$7,000.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	EA	2	\$2,000.00	\$4,000.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	EA	2	\$2,500.00	\$5,000.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	TN	30	\$40.00	\$1,200.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	SY	4,718	\$1.70	\$8,020.60		4,718	\$8,020.60	\$7,619.57	\$401.03	\$8,000.00	\$19.57
26	LF	1,503	\$2.00	\$3,006.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	LF	80	\$4.00	\$320.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	EA	100	\$15.00	\$1,500.00		100	\$1,500.00	\$1,425.00	\$75.00	\$1,425.00	\$75.00
29	AC	3.9	\$1,500.00	\$5,850.00		3.9	\$5,850.00	\$5,557.50	\$292.50	\$5,265.00	\$557.50
Total Bid Section "B"											
					\$4,533.97		\$28,716.57	\$27,280.74	\$1,435.83	\$10,746.32	\$18,534.43

Karedeh Subdivision Paving, Drainage & Water Improvements
Wayne, Nebraska
097-4096
Steve Harris Construction, Inc.

No.	Description	Unit	Plan Quantity	Unit Price \$	Contract Price \$	Amt Material Stored	Quantities Completed	Total Amount Completed + Stored	95% Duo Contractor	% Retainage	Amt. Paid Prev. Est.	Total Due This Est.
	Bid Section "C" - Water											
30	18" PVC Water Main, CS900	LF	2,193	\$11.20	\$24,561.60		2,140	\$23,968.00	\$22,769.60	\$1,198.40	\$9,756.00	\$13,013.60
31	18" x 6" M.J. Tee	EA	1	\$225.00	\$225.00		0	\$0.00	\$0.00	\$0.00	\$176.78	\$116.78
32	18" x 6" M.J. Tee	EA	4	\$225.00	\$900.00		5	\$1,125.00	\$1,088.75	\$36.25	\$431.60	\$537.15
33	18" M.J. Sleeve	EA	2	\$100.00	\$200.00		2	\$200.00	\$190.00	\$10.00	\$171.76	\$18.24
34	18" - 22 5/8" M.J. Bend	EA	3	\$175.00	\$525.00		0	\$0.00	\$0.00	\$0.00	\$141.86	\$141.86
35	18" - 11.25" M.J. Bend	EA	2	\$175.00	\$350.00		3	\$525.00	\$498.75	\$26.25	\$90.70	\$408.05
36	18" M.J. Gate Valve	EA	5	\$1,000.00	\$5,000.00		4	\$4,000.00	\$3,800.00	\$200.00	\$2,673.90	\$1,126.10
37	1" Water Service Connection	LF	125	\$8.00	\$1,000.00	\$185.00	0	\$185.00	\$175.75	\$9.25	\$168.50	\$9.25
38	1" Water Service Connection	EA	1	\$400.00	\$400.00	\$185.00	0	\$185.00	\$9,500.00	\$500.00	\$7,926.51	\$1,673.49
39	Hydrant Assembly (Type II)	EA	4	\$2,500.00	\$10,000.00		4	\$10,000.00	\$475.00	\$25.00	\$0.00	\$475.00
40	Remove & Relocate Hydrant & Valve (Type IV)	EA	1	\$500.00	\$500.00		1	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
41	Wet Cut-in	EA	2	\$350.00	\$700.00		0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42	Alternate Bid											
42	18" x 6" Live Tap w/ Gate Valve	EA	1	\$2,000.00	\$2,000.00		0.71	\$1,415.00	\$1,344.25	\$70.75	\$1,800.00	\$455.75
	Total Base Bid Section "C"				\$44,351.60	\$185.00		\$41,978.00	\$39,822.10	\$2,095.90	\$23,175.60	\$16,646.50
	Bid Section "D" - Sanitary											
43	18" SDR 35 Sanitary Sewer Main	LF	950	\$27.50	\$26,125.00		950	\$26,125.00	\$24,818.75	\$1,306.25	\$10,893.60	\$13,925.15
44	Build 48" Sanitary Manhole	VF	60	\$275.00	\$16,500.00		59	\$16,275.00	\$15,413.75	\$861.25	\$10,659.53	\$4,754.22
	Total Base Bid Section "D"				\$42,625.00	\$0.00		\$42,350.00	\$40,232.50	\$2,117.50	\$21,553.13	\$18,679.37
	Total Base Bid Section "A" "B" "C" "D"				\$306,836.60	\$4,718.97		\$452,725.57	\$430,089.29	\$22,636.28	\$359,756.95	\$70,332.34

RESOLUTION NO. 2009-113

WHEREAS, the City of Wayne desires to amend Resolution No. 2009-13, a standard wage and salary schedule which was effective January 1, 2009;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that the City of Wayne Wage & Salary Schedule shall be as follows:

CITY OF WAYNE
NON-EXEMPT WAGE AND EXEMPT SALARY SCHEDULES
Effective January 1, 2010

NON-EXEMPT WAGE SCHEDULE

<u>LABOR GRADE</u>	<u>HOURLY RATE RANGE</u>	<u>JOB CLASSIFICATION(S)</u>
5	7.10 - 9.32 7.25 - 9.51	Community Activity Center/Recreation Program Aide Part-Time General Help Life Guard Laborer -- PW / PU Library Aide Senior Center Activities Assistant
6	7.38 - 9.69 7.53 - 9.88	Clerk/Secretary
7	7.81 - 10.25 7.97 - 10.45	Assistant Librarian I Custodian Recreation-Leisure Services Asst-I Senior Center Operations Assistant
8	8.21 - 10.78 8.37 - 10.99	Transfer Station Operator
9	8.62 - 11.31 8.79 - 11.54	Account Clerk-I Assistant Librarian II Recreation-Leisure Services Asst-II
10	9.05 - 11.87 9.23 - 12.11	
11	9.51 - 12.48 9.70 - 12.73	Accountant Apprentice Light Plant Oper. Handi-Van Driver Line Groundsman
12	9.98 - 13.09 10.18 - 13.36	Building Inspector/Planner-I Librarian I

13	10.48 - 13.75 10.69 - 14.03	Chief Custodian Executive Secretary
14	10.99 - 14.42 11.21 - 14.71	Heavy Equipment Operator-I Light Plant Operator-I Public Works Operations Tech.-I Water/Sewer Operator-I
15	11.56 - 15.17 11.79 - 15.47	Apprentice Lineman Mechanic I Staff Assistant
16	12.13 - 15.92 12.37 - 16.24	Account Clerk-II Accountant/Asst. Treasurer Administrative Assistant Building Manager/Custodian Heavy Equipment Operator-II Water/Wastewater Operator-II
17	12.76 - 16.75 13.02 - 17.08	Light Plant Operator-II Lineman-I Public Works Operations Tech.-II
18	13.35 - 17.52 13.62 - 17.87	
19	14.03 - 18.40 14.31 - 18.78	Assistant Street Foreman Class A Licensed Electrician Mechanic II
20	14.69 - 19.27 14.98 - 19.66	Certified Street Superintendent
21	15.46 - 20.29 15.77 - 20.69	Chief of Electric Production Street Foreman Water/Wastewater Operator III
22	16.20 - 21.26 16.52 - 21.68	Building Inspector/Planner II Lineman-II Technology Support Specialist
23	17.01 - 22.33 17.35 - 22.77	Water/Wastewater Foreman Power Plant Foreman
24	18.35 - 24.08 18.72 - 24.56	
25	19.80 - 25.98 20.20 - 26.50	Line Foreman/Asst. Supt.

~~20.59 - 27.02~~
21.00 - 27.56

EXEMPT SALARY SCHEDULE

<u>JOB CLASSIFICATION</u>	<u>MONTHLY SALARY RANGE</u>		
Recreation-Leisure Services Director	\$ 2,142	-	\$3,179 \$3,254
Sr. Citizens Center Coordinator	\$ 2,142	-	\$3,254
Library Director	\$2,142	-	\$3,438 \$3,800
City Clerk	\$2,550	-	\$4,351 \$4,612
Finance Director	\$2,550	-	\$4,432 \$4,638
Electric Superintendent- Production	\$3,060	-	\$4,551 \$4,584
Supt. of Public Works & Utilities	\$3,213	-	\$5,227 \$5,862
City Administrator	\$ 6,721	-	\$5,937 \$7,470

BE IT FURTHER RESOLVED that upon satisfactory evaluation, the normal progression between the labor grade steps shall be at least twelve (12) months, unless otherwise deemed warranted and appropriate by the City Administrator.

BE IT FURTHER RESOLVED that employees who are serving in a probationary period and/or receiving wage rates less than rates scheduled herein above shall have their wage rates adjusted only upon satisfactory evaluation at their next normal evaluation time.

PASSED AND APPROVED this 15^h day of December, 2009.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

City of Wayne 2010 wage Scale

		P	A	B	C	D	E	F	G	H	I	J
		0/6 mo	6 mo/1 yr	1 - 2 yr	2 - 3 yr	3 - 4 yr	4 - 5 yr	5 - 6 yr	6 - 7 yr	7 - 8 yr	8 - 9 yr	9 yr & beyond
5	7.25 - 9.51	7.25	7.45	7.65	7.87	8.08	8.31	8.53	8.77	9.01	9.26	9.51
6	7.53 - 9.88	7.53	7.73	7.95	8.17	8.39	8.62	8.86	9.10	9.36	9.61	9.88
7	7.97 - 10.45	7.97	8.19	8.41	8.64	8.88	9.13	9.38	9.64	9.90	10.17	10.45
8	8.37 - 10.99	8.37	8.60	8.84	9.09	9.34	9.59	9.86	10.13	10.41	10.69	10.99
9	8.79 - 11.54	8.79	9.03	9.28	9.54	9.80	10.07	10.35	10.63	10.93	11.23	11.54
10	9.23 - 12.11	9.23	9.49	9.75	10.02	10.29	10.57	10.87	11.17	11.47	11.79	12.11
11	9.70 - 12.73	9.70	9.97	10.24	10.52	10.81	11.11	11.42	11.73	12.06	12.39	12.73
12	10.18 - 13.36	10.18	10.46	10.75	11.04	11.35	11.66	11.98	12.31	12.65	13.00	13.36
13	10.69 - 14.03	10.69	10.98	11.29	11.60	11.92	12.25	12.58	12.93	13.29	13.65	14.03
14	11.21 - 14.71	11.21	11.52	11.84	12.16	12.50	12.84	13.20	13.56	13.93	14.32	14.71
15	11.79 - 15.47	11.79	12.12	12.45	12.79	13.15	13.51	13.88	14.26	14.65	15.06	15.47
16	12.37 - 16.24	12.37	12.71	13.06	13.42	13.79	14.17	14.56	14.97	15.38	15.80	16.24
17	13.02 - 17.08	13.02	13.37	13.74	14.12	14.51	14.91	15.32	15.74	16.18	16.62	17.08
18	13.62 - 17.87	13.62	13.99	14.38	14.77	15.18	15.60	16.03	16.47	16.92	17.39	17.87
19	14.31 - 18.78	14.31	14.70	15.11	15.53	15.95	16.39	16.85	17.31	17.79	18.28	18.78
20	14.98 - 19.66	14.98	15.40	15.82	16.26	16.70	17.16	17.64	18.12	18.62	19.14	19.66
21	15.77 - 20.69	15.77	16.20	16.65	17.11	17.58	18.06	18.56	19.07	19.60	20.14	20.69
22	16.52 - 21.68	16.52	16.98	17.45	17.93	18.42	18.93	19.45	19.99	20.54	21.10	21.68
23	17.35 - 22.77	17.35	17.83	18.32	18.82	19.34	19.88	20.42	20.99	21.56	22.16	22.77
24	18.72 - 24.56	18.72	19.23	19.76	20.31	20.87	21.44	22.03	22.64	23.26	23.90	24.56
25	20.20 - 26.50	20.20	20.75	21.32	21.91	22.52	23.14	23.77	24.43	25.10	25.79	26.50
26	21.00 - 27.56	21.00	21.58	22.17	22.79	23.41	24.06	24.72	25.40	26.10	26.82	27.56

City population and employee count: Wayne

City	Population	Full time employees
Wayne	5,583	42
Alliance	8,959	96
Aurora	4,225	25
Blair	7,512	49
Chadron	5,634	42
Cozad	4,163	32
Crete	6,321	66
Fairbury	4,262	58
Falls City	4,671	67
Gering	7,751	80
Gothenburg	3,619	28
Holdrege	5,636	53
Lexington	10,011	66
McCook	7,996	71
Nebraska City	7,228	50
Nebraska City Utili	7,200	68
Ogallala	5,107	44
O'Neill	3,733	28
Plattsmouth	7,031	51
Ralston	6,314	30
Schuyler	5,371	39
Seward	6,427	51
Sidney	6,282	81
South Sioux City	11,976	81
Wahoo	4,007	42
West Point	3,660	31
York	8,081	72

RESOLUTION NO. 2009-114

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF SUPPLEMENTAL AGREEMENT NO. 11 WITH THE NEBRASKA DEPARTMENT OF ROADS RELATING TO THE WAYNE TRAIL PROJECT (PHASE 2) STPB-90(4).

WHEREAS, the City of Wayne entered into an agreement with the State of Nebraska Department of Roads providing for the construction of Project No. STPB-90(4); and

WHEREAS, it now has become necessary that said agreement again be supplemented to extend the deadline for securing a contract to construct the project; and

WHEREAS, the City of Wayne wishes to enter into an agreement with the State of Nebraska Department of Roads agreeing that all costs of the project shall be the sole responsibility of the City if the proposed project improvements are not under construction contract prior to August 15, 2010.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into Supplemental Agreement No. 11 with the State of Nebraska Department of Roads to extend the deadline for securing a contract to construct the said project, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 15th day of December, 2009.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

SUPPLEMENTAL AGREEMENT NO. 11

STATE OF NEBRASKA DEPARTMENT OF ROADS
CITY OF WAYNE
PROJECT NO. STPB-90(4)
CONTROL NO. 31777
WAYNE TRAIL – PHASE 2

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

WITNESSETH:

WHEREAS, the Parties hereto entered into an Original Agreement (YL0454) executed by the City October 12, 2004 and by the State November 23, 2004, and Supplemental Agreement No. 1 executed by the City November 29, 2005 and by the State December 14, 2005, and Supplemental Agreement No. 2 executed by the City March 14, 2006 and by the State March 30, 2006, and Supplemental Agreement No. 3 executed by the City May 10, 2006 and by the State June 1, 2006, and Supplemental Agreement No. 4 executed by the City August 8, 2006 and by the State August 22, 2006, and Supplemental Agreement No. 5 executed by the City January 30, 2007 and by the State February 9, 2007, and Supplemental Agreement No. 6 executed by the City May 29, 2007 and by the State June 8, 2007, and Supplemental Agreement No. 7 executed by the City August 21, 2007 and by the State August 27, 2007, and Supplemental Agreement No. 8 executed by the City November 2007 and by the State November 29, 2007, and Agreement No. 9 executed by the City August 19, 2008 and by the State August 26, 2008, and Agreement No. 10 executed by the City February 17, 2009 and by the State February 24, 2009, providing for the construction of Project No. STPB-90(4), and

WHEREAS, it now becomes necessary that said agreement be supplemented to provide for the State to advertise, conduct a letting, and receive bids for the project and pay all eligible project costs directly to the consultants and contractors, and

WHEREAS, it now becomes necessary to supplement the agreement to extend the deadline for securing a construction contract to construct the project, and

WHEREAS, Federal regulations provide that the State shall have the responsibility for all Federal-Aid projects, and will be responsible for insuring that such projects receive the same degree of supervision and inspection as projects constructed under a contract let and directly supervised by the State and that the project is completed in conformity with approved plans and specifications, and

WHEREAS, the City has designated an available fully-qualified public employee 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 City understands that it must comply with all terms of 23 C.F.R. 635.105 order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, the City 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, this project has been designated as a full Federal oversight project, and

WHEREAS, it is the desire of the City that the project be constructed under the designation of Project No. STPB-90(4), as evidenced by the Resolution of the City Council dated the _____ day of _____, 20____, attached and identified as EXHIBIT "A" and made a part of this agreement, and

WHEREAS, the City is responsible for any costs not paid for by Federal funds.

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

SECTION 1. Definitions. For purposes of this agreement, the following definitions will apply:

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 Local Public Agency "Responsible Charge" (RC's).

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.

Public Employee means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either

designated by statute as public or quasi-public, or 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 means the public employee who is fully empowered by the City and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning through construction project activities, including all environmental commitments. The RC is the day-to-day project manager, and the City'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 owner's interests in the delegated technical tasks.

SECTION 2. This project has been designated as a full Federal oversight project and the State will present this project to the FHWA for its approval.

SECTION 3. Responsible Charge (RC)

- A. The City hereby designates _____ as the City's RC for this project.
- B. Duties and Assurances of the City for this project.
1. The City 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 of the City.
 3. The RC is fully qualified and has successfully completed required training to serve as an RC.
 4. The City 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 City 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 City shall provide necessary office space, materials and administrative support for the RC.

7. The City 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 City 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 City 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 City shall comply with the conflict-of-interest requirements of 23 CFR 1.33.
11. The City shall notify the State immediately in the event the designated RC(s) will no longer be assigned to the project. A supplemental agreement designating a replacement RC will be required by the State.
12. The City 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 City 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 City or its agents or representatives result in a finding that a project is ineligible for Federal funding, the City will be required to repay the State some or all previously paid Federal funds and any costs or expenses the State has incurred for the project, including but not limited to, those costs for the RC.

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

1. Serve as the City's contact for issues or inquiries for Federal-aid projects assigned by the City
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. Have active day-to-day involvement in identifying issues, investigating options, working directly with stakeholders, and decision making.
5. 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).

6. Competently manage and coordinate the project day-to-day operations, including all project related decisions, on behalf of the City, which includes the City's governing body, staff and any extended staff dedicated to the project such as consulting engineers.
7. Ensure that project documents are thoroughly checked, reviewed and have had quality control measures applied, prior to submitting to the State and/or FHWA.
8. 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.
9. Notify and invite the State to all coordination meetings, environmental scoping meetings, Plan-In-Hand review, public meetings/hearings.
10. Keep the State informed of all project issues.
11. Arrange preconstruction conference.
12. Keep the State's District Construction Representative informed of project start, and ending dates and other scheduled construction milestones.
13. Prepare contractor change orders and supplemental agreements.
14. Properly serve as the City's representative, and to visit the project site during construction frequency commensurate with the magnitude and complexity of the project.
15. Ensure that proper construction management processes have been developed and implemented for the project.
16. Serve as a steward of the public funds, i.e. ensure that the public gets what it is paying for.
17. Attend all required training including the annual workshop.
18. Fulfill continuing education requirements as specified in the State's LPA Guidelines

Manual for Federal-aid projects.

SECTION 4. The State and the City agree the State will advertise, conduct a letting, and receive bids for the City on the contemplated improvement. The selection of the lowest bidder and the awarding of a contract or contracts must be concurred in and signed by the City prior to award.

SECTION 5. The State will pay the contractor and consultant directly as follows.

- A. All project contractor construction costs will be paid directly to the contractor by the State. Progress invoices and final invoices shall be prepared by the City using **Site Manager software** and must be approved by the City Responsible Charge before payment to the Contractor can be made by the State.

- B. The City Responsible Charge shall submit the City approved **construction engineering** invoice and progress report to the State District Construction Representative for approval of payment, with a copy to the State's LPD Enhancement Program Manager and to the Enhancement Program Consultant. The State District Construction Representative will forward the invoice and progress report to the State's Planning and Project Development Division for payment processing with a copy to the State's LPD Enhancement Program Manager and the Enhancement Program Consultant. The State will make payment directly to the consultant for the construction engineering.
- C. The City Responsible Charge shall submit the City approved **preliminary engineering** invoice and progress report to the State's LPD Enhancement Program Manager, with a copy to the Enhancement Program Consultant. The LPD Enhancement Program Manager will forward the approved preliminary engineering invoice and progress report to the State's Planning and Project Development Division for payment processing. The State will make payment directly to the consultant for the preliminary engineering.

SECTION 6. The Parties agree that all costs of this project shall be the sole responsibility of the City if the proposed project improvements are not awarded for construction by August 15, 2010. This includes repayment to the State of Federal Funds reimbursed for preliminary engineering costs and payment of all other expenses incurred as specified in of the original program agreement.

SECTION 7. Except as specifically amended by this supplemental agreement, all terms and conditions of the agreement executed by the City October 12, 2004 and by the State November 23, 2004, and Supplemental Agreement No. 1 executed by the City November 29, 2005 and by the State December 14, 2005, and Supplemental Agreement No. 2 executed by the City March 14, 2006 and by the State March 30, 2006, and Supplemental Agreement No. 3 executed by the City May 10, 2006 and by the State June 1, 2006, and Supplemental Agreement No. 4 executed by the City August 8, 2006 and by the State August 22, 2006, and Supplemental Agreement No. 5 executed by the City January 30, 2007 and by the State February 9, 2007, and Supplemental Agreement No. 6 executed by the City May 29, 2007 and by the State June 8, 2007, and Supplemental Agreement No. 7 executed by the City August 21, 2007 and by the State August 27, 2007, and Supplemental Agreement No. 8 executed by the City November 2007 and by the State November 29, 2007, and Agreement No. 9 executed by the City August 19, 2008 and by the State August 26, 2008, and Agreement No. 10 executed by the City February 17, 2009 and by the State February 24, 2009, shall remain in full force and effect.

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

EXECUTED by the City this _____ day of _____, 20__.

WITNESS:

CITY OF WAYNE

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 20__.

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

Local Projects Engineer

ORDINANCE NO. 2009-24

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE III, SECTION 78-96 LOCATION RESERVED FOR HANDICAPPED PARKING OF THE WAYNE MUNICIPAL CODE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article III, Section 78-96 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-96 Location Reserved for Handicapped Parking

- (a) The following parking spaces shall be designated handicapped parking areas:
- 1) One parking space at the intersection of Third and Main Streets on the northeast corner of Third Street.
 - 2) One parking space at the intersection of Third and Main Streets on the southeast corner of Third Street.
 - 3) One parking space at the intersection of Third and Pearl Streets on the northeast side of Pearl Street.
 - 4) One parking space at the intersection of 2nd and Main Streets on the northwest corner of 2nd Street.
 - 5) One parking space at the intersection of 2nd and Main Streets on the southeast corner of 2nd Street.
 - 6) One parking space at the intersection of 4th and Main Streets on the northeast corner of 4th Street.
 - 7) One parking space between Main and Pearl Streets on the north side of Third Street.
 - 8) One parking space at the intersection of Third and Pearl Streets on the southwest side of Pearl Street.
 - 9) One parking space between Third and Fourth Streets on the east side of Lincoln Street.
 - 10) One parking space on the north side of First Street between Main and Pearl Streets (on the east side of alley).
 - 11) Two parking spaces at the intersection of Third and Pearl Streets on the southeast corner of Pearl Street.*
- (b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

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

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

PASSED AND APPROVED this 15th day of December, 2009.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CONTENT:

City Attorney

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	ASSISTANCE ID NO.			DATE OF AWARD 11/23/2009	
		PRG	DOC ID	AMEND#		
		XP - 97715601 - 0			MAILING DATE 11/30/2009	
		TYPE OF ACTION New			ACH# pend	
PAYMENT METHOD: ACH			Send Payment Request to: U.S. Environmental Protection Agency - Las Vegas FC P.O. Box 98515, Las Vegas, NV 89193-8515 Contact: #702-798-2411 , Fax: #702-798-2423			
RECIPIENT TYPE: Municipal						
RECIPIENT: City of Wayne 306 Pearl Street Wayne, NE 68787 EIN: 47-6006407			PAYEE: City of Wayne, NE 306 Pearl Street Wayne, NE 68787			
PROJECT MANAGER Lowell Johnson 306 Pearl Street Wayne, NE 68787 E-Mail: cityadmin@cityofwayne.org Phone: 402-375-1733		EPA PROJECT OFFICER Kelly Beard-Tiltone 901 North Fifth Street, WWPD/WIMB Kansas City, KS 66101 E-Mail: Beard-Tiltone.Kelly@epamail.epa.gov Phone: 913-551-7217		EPA GRANT SPECIALIST Christine Schmaltz Grants Management Office, PLMG/RFMB/GRMS E-Mail: Schmaltz.Christine@epamail.epa.gov Phone: 913-551-7116		
PROJECT TITLE AND DESCRIPTION Wayne Wastewater Treatment Facility Project For the construction of an Aquarius treatment system (multi-stage activated biological process (MSABP), which will include pretreatment at the existing lift stations, a grit removal system, an equalization tank, Aquarius treatment tanks, clarification, aerobic digestion tanks and an ultraviolet (UV) disinfection system. The new treatment plant will meet ammonia effluent requirements and address odor concerns by producing no biosolids. In addition, the likelihood of future phosphorus regulations will be incorporated into the design of the system.						
BUDGET PERIOD 09/30/2009 - 12/31/2011		PROJECT PERIOD 09/30/2009 - 12/31/2011		TOTAL BUDGET PERIOD COST \$946,182.00		
				TOTAL PROJECT PERIOD COST \$946,182.00		
NOTICE OF AWARD						
Based on your application dated 09/02/2009, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$520,400. EPA agrees to cost-share 55.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$520,400. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.						
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS Grants Management Office 901 North Fifth Street Kansas City, KS 66101			ORGANIZATION / ADDRESS U.S. EPA, Region 7 Water, Wetlands, and Pesticides Division 901 North Fifth Street Kansas City, KS 66101			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY						
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Karen L. Sherrill, Grants Management Officer			DATE 11/23/2009	
AFFIRMATION OF AWARD						
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION						
SIGNATURE		TYPED NAME AND TITLE Lois Shelton, Mayor			DATE	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 520,400	\$ 520,400
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 425,782	\$ 425,782
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 946,182	\$ 946,182

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Consolidated Appropriations Resolution 2003 (PL 108-7)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1007SX0001	10	E4C	0700QOE	202B51E	4192			520,400
									520,400

Administrative Conditions

1. In order to comply with the Debt Collection Improvement Act of 1996, the Recipient agrees to complete and return the attached Payment Information Form ACH Vendor Payment System, (TFS Form 3881) to the EPA Las Vegas Finance Center, P.O. Box 98515, Las Vegas, Nevada 89193-8515. Fax:702-798-2423, Telephone: 702-798-2431.

2. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Recipient agrees to comply with the respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Recipients subject to the requirements of 40 CFR Part 30 agree to comply with the respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

3. Recipient agrees to comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, effective December 23, 1989.

Recipient acknowledges that if any expenditure is made as prohibited by the Act, that he shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Recipient further acknowledges that failure to file or amend the disclosure form, if required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Recipient also agrees to include in all solicitation documents the following:

"Sub recipients who request or receive from the grant recipient a subgrant, contract, or subcontract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."

4. **GENERAL COMPLIANCE, 40 CFR, Part 33** - The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D- A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient -The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Nebraska Department of Environmental Quality (NDEQ)** as follows:

Nebraska	MBE	WBE
Supplies	5%	12%
Equipment	6%	11%
Services	5%	11%

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$946,182
8. Other	\$0
9. Total Direct Charges	\$946,182
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>45.00</u> % Federal <u>55.00</u> %.)	\$946,182
12. Total Approved Assistance Amount	\$520,400
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$520,400
15. Total EPA Amount Awarded To Date	\$520,400

30 and October 30). Reports should be sent to ATTN: Grant Assistant. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302 - The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) - Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

5. Recipient agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." Recipient must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient agrees to include a similar term or condition in any subsequent lower tier covered transactions. Recipient agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

6. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Recipients classified as individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

Details concerning violation of this condition may be found under Title 40 CFR 36.510.

7. Recipient agrees to submit the Federal Financial Report (FFR) form SF-425 to EPA no later than ninety (90) days after the end of the grant budget/project period. The EPA requires only the information requested on FFR lines 10a through 10o. A blank FFR is available for completion on the Las Vegas Finance Center's (LVFC) website: <http://www.epa.gov/ocfo/finservices/forms.htm> The Final FFR form SF-425 must be submitted to: U.S. EPA-Las Vegas FC, P.O. Box 98515, Las Vegas, NV 89193-8515.

8. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as NDEQ.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503 - The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **semiannually** for the periods ending March 31 and September 30.

The reports are due within 30 days of the end of the semiannual reporting periods (April

- c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

12. Recipient agrees to submit billing (payment) request(s) to the U.S. EPA at least on a quarterly basis, for all eligible, allowable, allocable, necessary and reasonable costs which are incurred for this project/program. More frequent payments may be requested as necessary and a payment request is not required to be submitted in the event that the recipient has not incurred such costs during the quarterly period.

Programmatic Conditions

1. Recipient agrees that the project will not advertise for bid for construction until a Finding of No Significant Impact Statement (FNSI) or Categorical Exclusion has been prepared and cleared and the recipient notified by EPA, which will be at least 30 days after FNSI/CE issuance. If EPA determines that a categorical exclusion is not appropriate for this project, Recipient agrees to submit an Environmental Information Document as described in the EPA regulations at 40 CFR 6.105(b) and to coordinate with other agencies as required in 40 CFR Part 6 Subpart C.
2. Construction will be completed in accordance with a schedule to be furnished with the plans and specifications. All of the following must be submitted and approved by EPA before recipient may advertise for bids for construction:
 - a. Plans and specifications;
 - b. A project schedule.
3. Recipient agrees and understands, pursuant to the Conference, House and Senate Reports (108-10, 107-740, and 107-222), as well as the Consolidated Appropriations Resolution, 2003, that only those items specified in the project description (scope) portion of the grant agreement are eligible for federal participation.
4. Recipient agrees to make prompt payment to its contractor(s) of sums due under this grant and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract.
5. Recipient shall notify EPA, in writing, of the actual date of initiation of operation. (Initiation of operation is the date on which use of the project begins for purpose it was planned, designed and built.)
6. Recipient agrees that no more than 95% of the grant amount will be paid until the final inspection is complete.
7. Recipient understands and agrees that the maximum amount of the federal grant is \$520,400. Recipient agrees to complete the full scope of the project and that all costs of this project over the grant amount will be the responsibility of the Recipient.
8. Recipient agrees to submit supporting documentation (time sheets, contractor pay sheets, etc.) for review whenever an electronic request for reimbursement is submitted. When a final electronic request for reimbursement is submitted, Recipient agrees to also send the final

under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. The Recipient agrees, in accordance with EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

The Recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). RCRA Section 6002 that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

10. Recipient agrees if \$500,000 or more in total Federal funds is expended in any fiscal year, the recipient will obtain a single audit from an independent auditor according to the guidance provided in OMB Circular A-133. The recipient agrees that within nine months after the fiscal year end or 30 days after receiving the report from the auditor, they will submit a copy of the data collection form SF-SAC and a Single Audit Report Package to the Federal Audit Clearinghouse.

For fiscal years 2002 to 2007 a printed copy of the completed SF-SAC and Single Audit Report Package should be submitted to the following address:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

Complete instructions for electronic submission of the SF-SAC and Single Audit Report Package for fiscal years 2008 and later are located at the Federal Audit Clearinghouse Web site:

<http://harvester.census.gov/fac/>

11. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
 - b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

inspection punch list for review. The review of supporting documentation will not impact the timing of the electronic reimbursement.

9. Recipient understands that this grant is subject to the provisions in EPA regulations at 40 CFR 31 and the EPA guidelines memorandum dated July 22, 2003, with the subject title Award of Grants and Cooperative Agreements for the Special Projects and Programs Authorized by the Agency's FY 2003 Appropriations Act.
10. Recipient agrees to provide **Annual Performance Reports**, for all activities identified in the work plan, including those performed by the Recipient through Interagency Agreements and sub-agreements in accordance with 40 CFR 30.51 or 40 CFR 31.40; whichever is applicable.

Performance reports submitted under this agreement will contain at a minimum:

- i) a comparison of actual accomplishments to the outputs/outcomes established in the work plan for the performance period;
- ii) the reasons for slippage if established outputs/outcomes were not met; and,
- iii) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

These reports shall be due no later than ninety (90) days after the end of the grant year. The **final performance report** is due to the EPA Project Officer (PO) within ninety (90) days after the expiration of the project period.

Questions, concerns, notification of any problems or delays should be directed to the EPA PO listed on the first page of your assistance award or assistance amendment document.



PROPOSAL FORM

December 7, 2009

City of Wayne
306 Pearl Street
Wayne, Nebraska 68787

Attn: Lowell Johnson

Re: Wayne Community Activity Center – Walking Track Repairs

Dear Lowell:

We are pleased to provide a proposal for the anticipated walking track repairs and exterior wall panel at the Wayne Activity Center. The scope of work is based upon the following description of work.

WORK INCLUDED:

1. Provide labor to administer and record a moisture test as required by flooring subcontractor prior to repairs.
2. Provide removal of (approx. 300 sqft) of existing track materials at location specified.
3. Furnish materials and installation of Robbins Pulastic walking track as provided by Anderson Ladd. Quote is attached and based upon 300 sqft as noted. If additional square foot of damage is discovered to need repaired, there will be an added cost for materials and installation based on a time and material basis.
4. Provide unloading of track materials on site upon arrival. Materials to be stored inside of activity center near repair site.
5. Provide fabrication and installation of a new steel frame with metal wall panel design to be used on the exterior side of the existing overhead door location. This inset wall panel will be a removable unit and secured to the building face at (4) bolted locations. We anticipate this wall panel will be light enough to be removed by two people when needed. The existing insulated panel will remain between new steel panel and overhead door. Provide a drip flashing to prevent water infiltration behind top of wall panel by saw cutting and flashing the existing wall face above overhead door opening. The entire panel will be dark brown in color.
6. Construction clean-up.

WORK NOT INCLUDED:

1. Barricades for closing off track during repairs.
2. Removal of exterior concrete slab outside overhead door opening.
3. Exterior landscape rock and/or grass repair.
4. Provide trash container and disposal as required.

The total cost of the work described above is Twelve Thousand Seven Hundred Ninety Five Dollars (\$12,795.00). Payment is due upon completion of work, unless Anderson Ladd requires a deposit or special payment requirement. We anticipate this project will take about 8 weeks to complete once the project is started.

Prelim Schedule Timeline

- 3 Days - Removal of Floor & New Exterior Wall Panel
- 7 Days - Track Floor Area Dry-Out Time
- 7 Days - Anderson Ladd Track Flooring Installation
- 30 Days - Track Floor Cure Time Before Use

Thank you for considering Otte Construction, Inc. for this work.

Please confirm your authorization to proceed by signing in the space provided below and returning one copy for our files.

Sincerely,



Tate J. Nelson

Lowell Johnson
City Of Wayne

Date

cc: JEFF ZEISS



11237 Taylor St
Omaha, NE 68164
Ph: (402) 510-5193; Fax: (612) 378-2236
mlarson@andersonladd.com

Bid Date: 8/24/09

December 3, 2009

RE: Wayne Area Activity Center

Pulastic Walking Track

We propose to furnish and install approximately 300 square feet of Robbins Pulastic 7 + 2 on the above mentioned project.

FOB Factory, freight allowed, installed **\$6,900.00**
Six thousand nine hundred and 00/100 dollars

Conditions:

1. Water leak needs to be repaired prior to installation.
2. Concrete will need to be dried to 4-5% moisture content before Pulastic can be installed.
3. After old track has been removed and it has been determined that water damage is more extensive and additional track needs to be installed, it will be handled on a time and materials basis over and above the \$6,900.00 amount.
4. There will be a noticeable difference between old track an new track.

We do not include:

1. Unloading and job distribution.
2. Removal of existing track.
3. GC or Owner to provide trash container for our trash at no cost to Anderson Ladd.
4. Any items not listed above.

Please sign and return one copy as acceptance of order. Terms are as follows:
ORDER IS SUBJECT TO APPROVAL FROM OUR CREDIT DEPARTMENT
SEE TERMS AND CONDITIONS ON REVERSE SIDE

Signature

Respectfully Submitted,

Title
Business Name
Date

ANDERSON LADD
By
Sales Representative Mike Larson

Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between Haldeman-Homme, Inc. / Anderson Ladd (HH/AL) and the Customer. By signing the proposal, the Customer acknowledges that they understand and accept the proposal and the following Terms and Conditions.

All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by HH/AL.
Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal.
Customer hereby agrees to furnish tax exemption certificates when requested on non-taxable materials.
Delivery, handling and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

Customer agrees to provide HH/AL with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to HH/AL.
Customer shall provide temporary, secure storage for materials prior to installation.
Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation.
Customer shall provide area that is free and clear and prepared for installation.
A smooth, level and clean sub-floor shall be provided according to the specifications or as required by HH/AL.
Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation.
Delays due to circumstances beyond the control of HH/AL shall entitle HH/AL to an equitable adjustment of the contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. HH/AL reserves the right to revoke this offer prior to acceptance by customer.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours.
This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge.

Engineering

All engineering, proposal drawings, specifications shall represent HH/AL's investment in engineering skill and development and remain the property of HH/AL. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to HH/AL interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from HH/AL and Customer.

Liability

HH/AL shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control.
HH/L shall not be liable for liquidated, consequential or other damages or penalties of any kind for delays in completion of work.

Payment

Payment terms are net 30 days unless otherwise stated in the proposal. A down payment may be required. A service charge of 1 ½% per month will be charged on unpaid balances beyond 30 days.
Customer agrees to pay progress-billing invoices within 30 days during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges.
The failure of the Customer to make payments shall entitle HH/AL, in addition to all other rights, to suspend all work and shipments and shall further entitle HH/AL to an extension of time of performance of the work.

Disputes

Customer and HH/AL hereby agree that disputes between the parties which cannot be settled amicably, shall be settled by litigation.

Cancellation

Customer requests to cancel all or a portion of the contract must be approved in writing by an officer of HH/AL. In order to compensate HH/AL for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount over and above cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by HH/AL.

Warranty
THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY HH/AL.

Insurance

HH/AL maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. HH/AL does not provide professional liability insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature/Initial _____

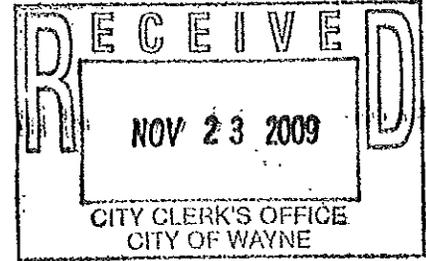


State of Nebraska

NEBRASKA EQUAL OPPORTUNITY COMMISSION

November 19, 2009

City Clerk
Wayne, City of
306 Pearl St
Wayne, NE 68787



Dear Sir or Madam:

RE: NEB 1-09/10-11-40962-RS
Lassila vs. Wayne, City of
Nebraska Fair Employment Practice Act

Transmitted herewith is a charge of discrimination which has been filed against your entity and a request for production of documents. Pursuant to the law(s) shown above, a written response to the allegations must be filed with the Commission (hand delivered or postmarked) within thirty (30) calendar days of receipt of the charge. Receipt of the charge occurs when a representative of your organization signs for the certified notice of service.

The response shall respond in full to each specific allegation contained in the charge affidavit. The Commission may reject and refuse to file any response which does not respond in full to each specific allegation in the charge affidavit. Prior to rejecting a response, the Commission shall notify the Respondent in writing that the response is deficient and which allegations need to be fully addressed. The Respondent shall have fifteen (15) days from the receipt of deficiency notice to file a full response.

Failure to file a proper response to a charge or an amended charge within thirty (30) days, except upon good cause shown, may result in a reasonable cause finding against the Respondent by the Executive Director. If a Respondent believes that it has good cause for failing to file a response within thirty (30) days, the Respondent shall make a request for extension of time to the Lincoln office of the Commission by facsimile or in writing (The fax number is 402-471-4059.) Such request must be filed within the original thirty (30) day time period. Good cause shall be determined on a case-by-case basis, in light of all the surrounding facts. No extension of time will be granted for a period beyond sixty (60) days from the date of service of the charge upon the Respondent.

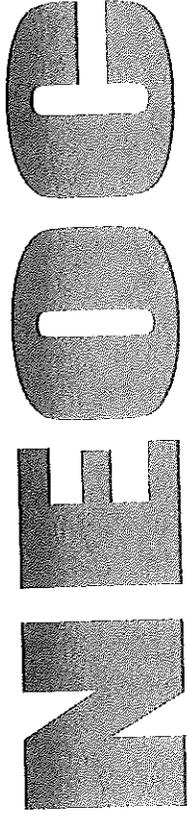
MAIN OFFICE:

301 Centennial Mall, South
PO Box 94934
Lincoln, NE 68509-4934
Phone: 402-471-2024
Fax: 402-471-4059
800-642-6112
www.NEOC.ne.gov

BRANCH OFFICES:

1313 Farnam-on-the-Mall
Omaha, NE 68102-1836
Phone: 402-595-2028
Fax: 402-595-1205
800-382-7820

4500 Avenue I
PO Box 1500
Scottsbluff, NE 69363-1500
Phone: 308-632-1340
Fax: 308-632-1341
800-830-8633



Please provide the following information:

1. Please give the correct name and address of the facility named in the charge, including subsidiaries and parent company.
2. Please state the total number of persons who were employed by your organization during the relevant time period. Include both part-time and full-time employees. How many employees are employed by your organization at the present time?
3. Please provide the name, title, business address, and telephone number of the contact person for the Respondent.
4. What was the Complainant earning at the time of termination? Please be very specific as to salary or hourly rate of pay, number of hours worked, bonuses paid, and any other forms of compensation received by the Complainant.
5. Please provide a detailed position statement that addresses each specific charge allegation. **Your position statement needs to include a response to the following items:**
 - A. Provide the correct name, sex, disability if any and position title for all individuals referenced in the Complainant's charge of discrimination.
 - B. Did the Complainant complain about discrimination and harassment to Officer Swanson, Lee Wrede and Chief Webster? If so, describe the complaints, when the Complainant complained and what action Respondent took.
 - C. State the reason for terminating the Complainant's employment.
 - D. Provide a list of individuals terminated in 2008 and 2009 for the same or similar reasons as the Complainant.
 - E. Identify by name, sex, disability if any and position title.
 - F. Was the Complainant's attendance satisfactory? If not, what deficiencies were identified? Were these discussed with the Complainant? When and by whom?
 - G. Was the Complainant's job performance satisfactory? If not, what deficiencies were identified? Were these discussed with the Complainant? When and by whom?
 - H. Explain the Complainant's job description.

- I. Did the Complainant disclose an impairment? What impairment did the Complainant disclose? Did the Complainant request an accommodation? What accommodation? Was accommodation granted?

Your case number is shown above. Please refer to this number when inquiring about your case. If you cannot provide us with the case number at the time of your inquiry, we will be unable to answer any questions about your case. If you have retained an attorney as your representative, please have the attorney provide the Commission with a letter of representation.

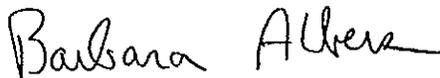
The Commission would like to advise you that, should both parties be agreeable, this case may be resolved prior to a determination by the Alternative Dispute Resolution process, an option you should consider as you study this charge. Please indicate on the enclosed form whether or not you are interested in the process and return it to the Lincoln office. The NEOC is available to assist you in exploring this means of charge resolution. You are further advised that Nebraska and federal civil rights statutes prohibit retaliation or reprisals against any person who has filed a charge, participated in the processing of a charge, or has opposed practices made unlawful by these statutes.

You will be notified when this case is assigned for investigation. The Commission hereby notifies you that you should retain all records relevant to the matters contained in this charge, and that failure to do so may produce an inference that records not preserved would have supported the claims asserted by the Complainant.

In conclusion, you are duly informed that compliance with the thirty (30) day submission of a written response is mandatory to avoid a default Reasonable Cause finding.

Thank you for your cooperation.

On behalf of the Commission,

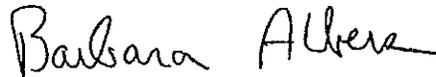


Barbara Albers
Unit Director

BA/cs
Enclosures
CN : 7008 1830 0003 8803 9358

10. Copy of termination documentation for all individuals terminated in 2008 and 2009 for the same or similar reasons as the Complainant.
11. Copy of Complainant's signed receipt of Respondent policies.

Said documents shall be forwarded to the Nebraska Equal Opportunity Commission, 301 Centennial Mall South, PO Box 94934, Lincoln, NE, 68509-4934, on or before the specified date.



Barbara Albers
Barbara Albers, Unit Director

CERTIFICATE OF SERVICE

The undersigned representative of the Nebraska Equal Opportunity Commission hereby certifies that the foregoing Commission Request for Production of Documents was served by mailing the original thereof to the Respondent, c/o Personnel Officer, at the above stated address, by certified United States mail, postage and prepaid, return receipt requested, this 19th day of November, 2009.



Barbara Albers
NEOC Representative

CN: 7008 1830 0003 8803 9358

CHARGE OF DISCRIMINATION This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.	AGENCY <input checked="" type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER NEB 1-09/10-11-40962-RS 32E-2010-00107
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Nebraska Equal Opportunity Commission and EEOC
 State or local Agency, if any **RECEIVED**

NAME (Indicate Mr., Ms., Mrs.) Ms. Katherine R. Lassila	HOME TELEPHONE (Include Area Code) (402) 518-8198
STREET ADDRESS 301 S Main St Wayne NE 68787	DATE OF BIRTH 9/15/1968

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

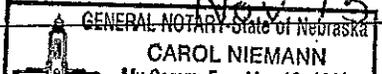
NAME Wayne, City of	NUMBER OF EMPLOYEES, MEMBERS 15-100 Employees	TELEPHONE (Include Area Code) (402) 375-1733
STREET ADDRESS 306 Pearl St Wayne NE 68787	COUNTY Wayne	

NAME Wayne, City of	NUMBER OF EMPLOYEES, MEMBERS 15-100 Employees	TELEPHONE (Include Area Code) (402) 375-1733
STREET ADDRESS 306 Pearl St Wayne NE 68787	COUNTY Wayne	

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)	DATE DISCRIMINATION TOOK PLACE EARLIEST LATEST 7/6/2009 10/19/2009 <input type="checkbox"/> CONTINUING ACTION
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THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):
 I. I am female and I have a disability. I was hired by the Respondent on 9/12/07 for a dispatcher position. On 7/6/09, I filed a grievance regarding sex discrimination. In or about 8/09, I informed my supervisor, Lee Wrede, of my disability. On 10/11/09, I was harassed by Lt. Shear about my disability and I filed a grievance with Mr. Wrede. Since then, I believe I was retaliated against. On 10/19/09, Chief Webster terminated my employment.
 II. I believe I have been discriminated against on the basis of sex and retaliation, in violation of Title VII of the Civil Rights Act of 1964, as Amended and Sections 48-1104 and 48-1114(1) of the Nebraska Fair Employment Practice Act and on the basis of disability and retaliation, in violation of The ADA Amendments Act of 2008 and Sections 48-1104 and 48-1114(1) of the Nebraska Fair Employment Practice Act, in that:
 1. On 7/6/09, I submitted a grievance to Officer Swanson complaining that officers were making discriminatory comments to me including, 'Be a good little dispatcher and go do the dishes', and on one occasion, Mr. Wrede told me to shut up. Chief Webster told me I should air my grievances when they happen.
 2. On 10/11/09, Lt. Shear told me, 'You need a psychological evaluation', 'I think you need some medication', 'Your ears ring because you're empty up there' and 'You're lucky to work here.' I filed a grievance with Mr. Wrede.
 3. On 10/19/09, Chief Webster told me, 'Our time here is finished, you can either resign or be terminated. This grievance is a pile of bullshit, it never happened and you're missing too much sick time. You were insubordinate sending this grievance.' I told Chief Webster, 'What Shear said was mean' and he responded, 'It's mean but it's true.'
 4. My performance was satisfactory.

I declare under penalty of perjury that the foregoing is true and correct.	NOTARY - (When necessary for State and Local Requirements) <i>* Carol Niemann</i>
	I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
DO NOT WRITE IN THIS SPACE Date _____ Charging Party (Signature) _____	SIGNATURE OF COMPLAINANT <i>* Katherine Lassila</i>
	SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Month, Day, and Year) Nov 13, 2009



Wayne, City of
306 Pearl St
Wayne, NE 68787

PERSON FILING CHARGE

Katherine R. Lassila

THIS PERSON (check one or both)

Claims To Be Aggrieved

Is Filing on Behalf of Other(s)

EEOC CHARGE NO.
32E-2010-00107

FEP A CHARGE NO.
1-09/10-11-40962-RS

NOTICE OF CHARGE OF DISCRIMINATION IN JURISDICTION WHERE A FEP AGENCY WILL INITIALLY PROCESS
(See the enclosed for additional information)

THIS IS NOTICE THAT A CHARGE OF EMPLOYMENT DISCRIMINATION UNDER

Title VII of the Civil Rights Act

The Americans with Disabilities Act

The Age Discrimination in Employment Act

The Equal Pay Act

HAS BEEN RECEIVED BY

The EEOC and sent for initial processing to _____

(FEP Agency)

The **Nebraska Equal Opportunity Commission**

and sent to EEOC for dual filing purposes.

(FEP Agency)

While EEOC has jurisdiction (upon expiration of any deferral requirement if this is a Title VII or ADA charge) to investigation this charge, EEOC may suspend its investigation and await the issuance of the Agency's final findings and orders. These findings and orders will be given weight by EEOC in making its own determination as to whether reasonable cause exists to believe that discrimination has occurred

You are therefore encouraged to cooperate fully with the Agency. All facts and evidence provided by you to the Agency will be considered by EEOC when it reviews the Agency's final findings and orders. In many cases EEOC will take no further action, thereby avoiding the necessity of an investigation by both the Agency and EEOC. This likelihood is increased by your active cooperation with the Agency

As a party to the charge, you may request that EEOC review the final findings and orders of the above-named Agency. For such a request to be honored, you must notify EEOC in writing within 15 days of your receipt of the Agency's final decision and order. If the Agency terminates its proceedings without issuing a final finding and order, you will be contacted further by EEOC. Regardless of whether the Agency or EEOC processes the charge, the Recordkeeping and Non-Retaliation provisions of the statutes as explained in the enclosed information sheet apply.

For further correspondence on this matter, please use the charge number(s) shown above.

Enclosure(s): Copy of Charge

CIRCUMSTANCES OF ALLEGED DISCRIMINATION

RACE COLOR SEX RELIGION NATIONAL ORIGIN AGE DISABILITY RETALIATION OTHER

See enclosed copy of charge of discrimination.

Date	Name / Title of Authorized Official	Signature
November 19, 2009	James R. Neely, Jr., Director	

NEOC Methods of Alternative Dispute Resolution

Case Name: Lassila vs. Wayne, City of

Case Number: 1-09/10-11-40962-RS

Complainants and Respondents may agree voluntarily to participate in NEOC's alternative dispute resolution program. These methods provide the parties with an opportunity to attempt a resolution of the matter without any investigation by the Commission staff and without any decision made by the Commission regarding the merits of the allegations of discrimination. Settlement agreements secured during mediation or the predetermination settlement process do not constitute an admission by the employer of any violation of the laws enforced by the NEOC or EEOC. In the event of a successful agreement, the case will be dismissed, and the charge cannot be refiled.

Mediation: Complainant and Respondent meet face to face during the Mediation session. Mediation gives the parties the opportunity to discuss the issues raised in the charge, clear up misunderstandings, determine underlying interests, find areas of agreement and incorporate these into solutions. The Mediator will not function as the representative of either party; however, the Mediator may assist the parties in understanding their rights under the laws and the terms of any proposed settlement agreement. Mediation is a confidential process. The sessions are not recorded or transcribed and any notes taken during the Mediation are destroyed. If Mediation is unsuccessful, the case is assigned to an investigator and the Mediator has no further involvement in the matter.

Pre-determination Settlement: Complainant and Respondent do not meet face to face, rather settlement offers and responses are forwarded to the parties by an assigned Commission staff member. The Commission staff member is a neutral party and acts only as an information provider; however, he or she can assist the parties in determining what would constitute full relief under the applicable law. Pre-determination settlement discussions are not recorded and are considered confidential. If the pre-determination process is unsuccessful, the case will be assigned for investigation. The Commission staff member involved in the pre-determination settlement discussions may or may not be involved in the investigation of the charge.

PLEASE RETURN YOUR SIGNED FORM TO THE COMMISSION REGARDLESS OF YOUR DECISION
(Check all that apply)

Yes, I am interested in mediation _____

Yes, I am interested in discussing a pre-determination settlement _____

Complainant

Respondent

Address: _____

Address: _____

Telephone: _____

No, I am not interested in mediation or pre-determination settlement

Signature and Date

INFORMATION ON CHARGES OF DISCRIMINATION

EEOC RULES AND REGULATIONS

Section 1601.15 of EEOC's regulations provides that persons or organizations charged with employment discrimination may submit a statement of position or evidence regarding the issues covered by this charge.

EEOC's recordkeeping and reporting requirements are found at Title 29, Code of Federal Regulations (29 CFR): 29 CFR Part 1602 (see particularly Sec. 1602.14 below) for Title VII and the ADA; 29 CFR Part 1620 for the EPA; and 29 CFR Part 1627, for the ADEA. These regulations generally require respondents to preserve payroll and personnel records relevant to a charge of discrimination until disposition of the charge or litigation relating to the charge. (For ADEA charges, this notice is the written requirement described in Part 1627, Sec. 1627.3(b)(3), .4(a)(2) or .5(c), for respondents to preserve records relevant to the charge – the records to be retained, and for how long, are as described in Sec. 1602.14, as set out below). Parts 1602, 1620 and 1627 also prescribe record retention periods – generally, three years for basic payroll records and one year for personnel records. Questions about retention periods and the types of records to be retained should be resolved by referring to the regulations.

Section 1602.14 Preservation of records made or kept. Where a charge ... has been filed, or an action brought by the Commission or the Attorney General, against an employer under Title VII or the ADA, the respondent ... shall preserve all personnel records relevant to the charge or the action until final disposition of the charge or action. The term *personnel records relevant to the charge*, for example, would include personnel or employment records relating to the aggrieved person and to all other aggrieved employees holding positions similar to that held or sought by the aggrieved person and application forms or test papers completed by an unsuccessful applicant and by all other candidates or the same position as that for which the aggrieved person applied and was rejected. The date of *final disposition of the charge or the action* means the date of expiration of the statutory period within which the aggrieved person may bring [a lawsuit] or, where an action is brought against an employer either by the aggrieved person, the Commission, or the Attorney General, the date on which such litigation is terminated.

NOTICE OF NON-RETALIATION REQUIREMENTS

Section 704(a) of Title VII, Section 4(d) of the ADEA, and Section 503(a) of the ADA provide that it is an unlawful employment practice for an employer to discriminate against present or former employees or job applicants, for an employment agency to discriminate against any individual, or for a union to discriminate against its members or applicants for membership, because they have opposed any practice made an unlawful employment practice by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the statutes. The Equal Pay Act contains similar provisions. Additionally, Section 503(b) of the ADA prohibits coercion, intimidation, threats, or interference with anyone because they have exercised or enjoyed, or aided or encouraged others in their exercise or enjoyment, of rights under the Act.

Persons filing charges of discrimination are advised of these Non-Retaliation Requirements and are instructed to notify EEOC if any attempt at retaliation is made. Please note that the Civil Rights Act of 1991 provides substantial additional monetary provisions to remedy instances of retaliation or other discrimination, including, for example, to remedy the emotional harm caused by on-the-job harassment.

NOTICE REGARDING REPRESENTATION BY ATTORNEYS

Although you do not have to be represented by an attorney while we handle this charge, you have a right, and may wish to retain an attorney to represent you. If you do retain an attorney, please give us your attorney's name, address and phone number, and ask your attorney to write us confirming such representation.

FOR YOUR INFORMATION...

Retaliation is Unlawful

The laws enforced by the Nebraska Equal Opportunity Commission prohibit an employer, employment agency, labor organization or others subject to the laws from engaging in any form of retaliation against any employees, former employees, or job applicants because they have filed a charge of discrimination, testified, assisted or participated in any investigation, proceeding or hearing conducted by the Commission. It shall also be unlawful retaliation to discharge, suspend or demote a person who has opposed any unlawful employment practice.

In addition, under the Nebraska Fair Employment Practice Act, it is unlawful for an employer to engage in any retaliation because a person has opposed any illegal practice or refused to carry out any action that is illegal under the laws of the State of Nebraska or the United States.

AUTHORITY: Section 48-1114, Sections (1), (2) and (3) of the Nebraska Fair Employment Practice Act

Section 48-1221 (4) of the Nebraska Equal Pay Act

Section 48-1004 (4) of the Nebraska Age Discrimination in Employment Act

Lowell,

Karen of the Nebraska Claims Center (unemployment office) called and was asking questions about Katherine Lasilla that I could not answer. She requested you call her back prior to 10:00 A.M. Thursday November 19th. Her number is 402-458-2510.

Katherine Lasilla is saying she had no warnings prior to the date she was terminated and Karen said we need to know if there is anything in her personnel file regarding warnings, reprimands, etc. She also needs to know what City policies have been violated.

Nancy

**Wayne Planning Commission Meeting Minutes
Monday, November 2, 2009**

Chair Sharon Braun called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, November 2, 2009, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Mark Sorensen, Jill Sweetland, Kelby Herman, Pat Melena, Lee Brogie, Chair Sharon Braun, and City Administrator Lowell Johnson. Absent: Buffany Deboer, Bill Kranz, and Derek Hill.

Motion was made by Commissioner Melena and seconded by Commissioner Sweetland to approve the minutes as presented for August 3, 2009. Chair Braun stated the motion and second. All were in favor; motion carried unanimously.

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

Chair Braun stated the next item on the agenda was a public hearing to amend the Comprehensive Plan to include Map 4.25 Master Trail Plan.

Administrator Johnson stated that in 2000 the city held a series of town hall meetings which put together a master trail plan for different segments and phases around Wayne, much of which may never be built. Phase One was built and the funding for Phase Two is available.

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

Commissioner Melena asked if the trail plan was for all four phases. Administrator Johnson stated yes. Commissioner Melena opined that the map does not correlate with some of the language in the comprehensive plan. Much of phase three and four does not flow with the language in the comprehensive plan.

Administrator Johnson noted that part of the idea behind a master plan is that it can be built around over the next one hundred years. Some of phase three and four are actually in segments that could be built out later, most of them are not, but some can be.

Commissioner Melena opined that phase three and four do not seem to link anything; rather they seem to by-pass the residential development east of Vintage Hill, which is one area for residential growth and it covers a lot of farm ground and appears to follow the creek.

Administrator Johnson opined that the Commission could refer the master trail plan back to the Trail Committee and ask them to update the nine year old master trail plan and just table the public hearing.

Chair Braun questioned if the Commission were to adopt the ~~mater~~ **master** trail plan, do they need to include phases three and four.

Administrator Johnson stated that the master trail plan has already been adopted by the Council, it just did not get included in the Comprehensive Plan.

Commissioner Sorensen noted that he recalled there was some concern with land owners about the trail going out as far as it is planned near the creek, due to potential damage to crops.

Administrator Johnson opined that the plan is just a concept. The group at the time adopted it as a goal for basically a century goal, if funding was available. Administrator Johnson opined that this map just needs to be included in the comprehensive plan and if the Commission does not like it in its current form, Administrator Johnson could bring back some proposals for amending it.

Chair Braun also opined that a new updated comprehensive plan could be in place before phases three and four are built as well or they should have an updated plan by then.

There being no further discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Brogie to forward a recommendation of approval to the City Council amending the Comprehensive Plan to include Map 4.25 Master Trail Plan, with the "findings of fact" being it is the recommendation of the Zoning Administrator, and that the request is consistent with Comprehensive Plan and the current and future land use map. Chair Braun stated the motion and second. Roll call vote was taken with the following: Commissioner Brogie – aye; Commissioner Melena – aye; Commissioner Herman – aye; Commissioner Sweetland – aye; Commissioner Sorensen – aye; and Chair Braun – aye. Chair Braun stated the motion carried unanimously.

Chair Braun stated the next item on the agenda is a public hearing amending Section 90-754(e) of the Municipal Code, applicant is Kent Franzen, on behalf of First National Bank of Wayne.

Kent Franzen was present to address the Commission on the agenda item. Mr. Franzen noted for the Commission that while trying to get a loan refinanced, this particular section of the municipal code came to their attention. Under the

current FHA appraisal rules, this particular section of the code, from their (FHA) point of view, if the residential structure cannot be built back as a residence, particularly in the B-2 and B-3 areas, without a lot of headache and some certainty, then they (FHA) have a hard time valuing it as a residence. Mr. Franzen opined that this may filter down to other residential structures. Mr. Franzen further opined that he as lender, he has no problem with the zoning nor with the intention of the zoning, but on the other hand if this particular section of the code is being looked at by the appraisals, then there should be some amendment to allow these appraisals to go forward without hindrance and allow these people to sell their property even if it is for a residential use.

Commissioner Brogie asked if this would be a change in the B-2 and the B-3 or just the B-3.

Mr. Franzen opined that he would recommend changing it in both the B-2 and B-3 zones, would just save people time and grief.

Administrator Johnson noted that if they wanted to do the B-2 zone then a separate hearing would be required.

Chair Braun noted that in reading her packet, she understood they were requesting basically the time frame is extended to 18-months.

Mr. Franzen noted that as long as they apply to rebuild it as a residence within 12 months and finish it within 18 months that it is allowed to go without a hearing.

Commissioner Sorensen opined that the way he read the code, there would still need to be a hearing process to give them a use by exception.

Commissioner Brogie questioned and opined that this is related to the non-conforming use; it seemed to Commissioner Brogie that any one's property in the B-2 or B-3 already is a use by exception.

Chair Braun stated they would be considered a legal non-conforming use and if they **seize cease** to use that property for a period of more than twelve months then that status goes away. Chair Braun further opined that to have a use by exception and you are in a B-3 zone and you bought a lot and your purpose for purchasing that lot was to build a house on it because your business is located next door, you would need to apply to the Planning Commission and City Council for a use by exception permit and your use may be permitted in a B-3, if you get that permit today. But if in 1976 that house was there and it keeps getting sold for residential purposes that is not a use by exception, it is a legal non-

conforming use. If the house would be burned and it is not occupied as a residence, and fourteen months later the owner applies for a building permit, right now under current code, they would be denied a building permit unless they applied for a use by exception permit first.

Galen Wiser, representing State National Bank, questioned the Commission if the appraiser would be seeking the highest and best use.

Chair Braun opined that she did not know, as she does not see much appraisal work.

Commissioner Herman opined could the language be phrased that if the structure was a legal non-conforming use at the time of damage, as long as it would stay the same use, a use by exception would not need to be granted.

Chair Braun opined that some type of time constraint should be put in place, such as eighteen months.

Commissioner Herman opined that if nothing happens within the twelve months then it would revert back.

Commissioner Brogie read Section 90-755 Status of Exception or Conditional Uses and questioned if this section would alleviate the concern of rebuilding structures that were damaged or destroyed.

Administrator Johnson noted for the Commission that the hearing notice only amends the non-conforming use section of the code and was suggested as adding "after 12 months from the date when a residential structure is...".

Commissioner Brogie read Section 90-755 Status of Exception or Conditional Uses (a) *Status of existing exception or conditional uses*. Where a use exists at the effective or amendment date of this chapter and is permitted by this chapter only as an exception or conditional use in the zoning district in which it is located, such use shall not be deemed to be a nonconforming use but shall, without further action, be deemed a lawful conforming use in such zoning district, as provided by prior approval.

Chair Braun opined that they need to be careful about this, in the B-3 zone.

Commissioner Brogie noted for the Commission that during the zoning committee meetings, they wanted residential in the B-3 because it is the mixed

use community and the only thing ~~committed~~ **permitted** there were multiple families and everything else would be by exception.

Chair Braun opined that she is in agreement with the comments emailed from Amy Haase with RDG that would amend the code to allow residential uses as permitted rather than exceptions in the B-3 zone.

Commissioner Sorensen opined that he was concerned about a business going in.

Commissioner Sweetland questioned what would stop someone from getting a use by exception and then getting the loan.

Commissioner Sorensen noted that the structure needs to be damaged or destroyed first.

Commissioner Melena opined that the Commission is in agreement that something needs to be spelled out so this does not come up again.

Chair Braun asked for any further comments from the public.

Administrator Johnson opined that he is in agreement with Commissioner Brogie regarding Section 90-75.

Administrator Johnson opined getting an opinion from the city attorney and bringing this back to the next meeting.

Mr. Franzen noted for the Commission that even if they have something by the first of the year, would be helpful.

There being no further comments, Chair Braun closed the public hearing.

Motion made by Commissioner Sorensen and seconded by Commissioner Melena to leave the public hearing open until the next regular meeting to allow Administrator Johnson time to contact legal counsel regarding this public hearing. Chair Braun stated the motion and second. All were in favor; motion carried unanimously.

Chair Braun stated the next item on the agenda is the discussion and recommendation of the Redevelopment Plan for a 44-room motel.

Administrator Johnson stated this plan had come before the Commission once before, only as a larger unit. The investment group decided to make it smaller and drop the conference room and make it a smaller room. This is a significant enough of a change to bring the plan before the Commission again.

Chair Braun asked if this building will be built so as to add on in the future as need be, not that it should make any difference.

Administrator Johnson stated that the Community Development Agency (CDA) has already approved this, and the CDA is the same group of individuals as the City Council. But the legal status of this is that if this particular plan fails then the previously plan is still in place.

Administrator Johnson asked if any one was a member of the Investment Club or their spouse. Administrator Johnson stated that if you are not a member, then there is no conflict.

Chair Braun stated the only concern of the Planning Commission is whether or not the plan conforms to the Comprehensive Plan or not and if the property is zoned properly.

Motion made by Commissioner Brogie and seconded by Commissioner Melena to forward a recommendation of approval to the City Council for the Redevelopment Plan for the 44-room motel, with the findings of fact being, it is staff's recommendation, it is consistent with the Comprehensive Plan, and the current and future land use maps. Chair Braun stated the motion and second. Roll call vote was taken with the following: Commissioner Sorensen – aye; Commissioner Sweetland – aye; Commissioner Herman – aye; Commissioner Melena – aye; Commissioner Brogie – aye; and Chair Braun – aye. Chair Braun declared the motion carried unanimously.

There being no further discussion, motion made by Commissioner Herman and seconded by Commissioner Melena to adjourn the meeting. Chair Braun stated the motion and second. All were in favor; motion carried unanimously; meeting was adjourned.