

**AGENDA  
CITY COUNCIL MEETING  
December 18, 2012**

1. [Mayoral Appointment of First Ward Candidate](#)

**Background:** Seven people in Ward 1 have submitted their name to be a candidate for mayoral appointment to fill the position held by Doug Sturm. By Friday, the Mayor will have interviewed the candidates and hopes to have a recommendation for appointment and Council approval on the 18<sup>th</sup>.

2. [Swearing in of First Ward Candidate](#)

**Background:** If a candidate is appointed and approved by the City Council, the appointee must be sworn in before taking part in Council action.

3. [Approval of Minutes – December 4, 2012](#)

4. [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.

5. [Action on the Application for Membership of Peter Phillips to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief](#)

6. [Action on the Application for Membership of Abraham Rodriguez to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief](#)

7. Public Hearing: [To Adopt the New Revolving Loan Fund Guidelines and to Approve the Memorandum of Understanding between the City of Wayne and Northeast Nebraska Economic Development District](#)

**Background:** You may recall last winter that HUD forced the Nebraska Department of Economic Development staff to change how NDED monitors our re-use funds that businesses have borrowed and paid back to all the Revolving Loan Fund programs in cities around the State. Wayne currently has about \$700,000 in loans outstanding to local businesses and about \$350,000 in cash balance to lend to new or expanding companies. It appeared the best action for Wayne was to relinquish our cash balance back to NDED, and we recommended Council action to do so. That ended what had been a very successful business development program in Wayne for 25 years.

Since that time, Nancy Braden and Northeast Nebraska Economic Development District have proposed numerous options and have developed an option that would allow Wayne to keep our current cash funds and loan them out one more time for eligible local business start-ups or expansions. Those new loans and all existing loans would be paid back to a fund established with Northeast Nebraska Economic Development District to be reused in Northeast Nebraska. This will phase out our Revolving Loan Fund over time, and the guidelines will be stricter, but it is a much better option than simply relinquishing them en-mass to the State. In addition, all future loan applications, collection of loan payments, and loan compliance monitoring will be administered by Northeast Nebraska Economic Development District and not by the City of Wayne.

**8. [Resolution 2012-92: Adopting the Business Revolving Loan Fund Guidelines](#)**

**Recommendation:** The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to adopt the new Revolving Loan Fund Guidelines of the Northeast Nebraska Economic Development District.

**9. [Resolution 2012-93: Approving Memorandum of Understanding between Northeast Nebraska Economic Development District and the City of Wayne](#)**

**Recommendation:** The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the Memorandum of Understanding.

**10. [Resolution 2012-94: Approving Service/Consultant Agreement with Northeast Nebraska Economic Development District Regarding the Administration of Wayne's Revolving Loan Fund Program](#)**

**Recommendation:** The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the Agreement and have Northeast Nebraska Economic Development District administer all Wayne revolving loan fund loans for us. The grant funds will pay for the cost of hiring Northeast to administer the loans, not the City of Wayne general fund.

**11. [Recess](#)**

- a. [Convene as Community Development Agency](#)
- b. [Action to Appoint Chair for CDA](#)
- c. [Approve Minutes – November 20, 2012](#)
- d. [Consideration and Adoption of CDA Res. 2012-8 Recommending Approval of the Redevelopment Plan/Contract for MZRB Properties, LLC, a Limited Liability Company](#)

**Background:** This agreement will provide \$50,000 in Tax Increment Financing incentive funds to the developer to construct a six apartment multi-unit, market rate rental housing project on the lot at the corner of 4<sup>th</sup> and Windom Street by Overin Field Baseball Park.

The owner of the single-family home on the property abutting the south side of this project has requested that the developer provide a visual barrier fence on the south side of the apartment project. This project fits well with the recommendations of the Wayne Housing Study that has just been completed this week.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the TIF Agreement and to have the south visual barrier fence installed as requested.

e. Adjourn CDA and Reconvene as Council

12. Public Hearing: Redevelopment Plan/Contract for MZRB Properties, LLC, a Limited Liability Company (Advertised Time: 5:30 p.m.)

13. Resolution 2012-95: Approving Redevelopment Plan/Contract for MZRB Properties, LLC, a Limited Liability Company

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the TIF Agreement and to have the south visual barrier fence installed as requested.

14. Public Hearing: Blighted and Substandard Area Determination – Wayne “Central” Redevelopment Area

Background: If approved, this will be the eighth Tax Increment Financing area in Wayne. A total of ten areas have been approved or are in the eligibility review process. A map showing eight of the most recent areas approved or in process is enclosed. The other two blighted areas, including the Oaks in Vintage Hills and Prime Stop on Highway 35 are not shown on the map. The “Blight and Substandard” determination is required by State Law to make an area eligible for TIF incentives for renovation and new construction. A residence built prior to 1963 is by definition “substandard” in the State Statute approving this definition.

The lime green area in the center of Wayne is the area being considered at this hearing. The area in red just south of the WSC campus is currently being evaluated for future determination.

15. Resolution 2012-96: Making Findings and Declaring Portions of the City of Wayne to be Blighted and Substandard Pursuant to the Nebraska Community Development Act — Wayne “Central” Redevelopment Area

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to accept the conclusions of the Blight Determination study, approve the determination and make the area eligible for future TIF incentives for renovation and new construction projects.

16. Resolution 2012-97: Accepting Proposal of American Legal Publishing to Recodify the Wayne Municipal Code Book

**Background:** The Wayne City Code is the sum of and the official record of all past Ordinances passed by Wayne City Councils to regulate local municipal affairs and to adopt any new municipal requirements in State Laws passed by the Unicameral. Over the years, as each Ordinance and State Law is passed, it is added to the appropriate section of the City Code book which is organized into a searchable reference for use by the City Clerk, City Attorney, and all other officers and employees of the City of Wayne.

Over time, the City Code book can develop conflicts between sections, omissions of some new State regulations and conflicts between sections of the code. Most cities retain special legal review counsel about every 10 years to update their Municipal Code to correct mistakes and to add omissions. We solicited proposals to update the Wayne City Code.

**Recommendation:** The recommendation of Betty McGuire, City Clerk, is to accept the lowest cost proposal from American Legal Publishing Co. for the amount of \$8,550.

**17. [Resolution 2012-98: Amending Winter Months Used for Averaging Sewer Rates](#)**

**Background:** We bill the amount of residential sanitary sewer usage based on the average monthly water usage in each residence. We use the average water usage in each residence between November 15<sup>th</sup> and February 15<sup>th</sup> to calculate how much water actually goes down the sewer when people aren't watering lawns and gardens outside.

Because of the extreme drought this year, many residential water users watered perennial trees and shrubs well into December at the recommendation of the UNL Extension Service and the Nebraska Forest Service. That water didn't go into the sewer system and should not be included in the calculation of the average monthly sewer use.

**Recommendation:** The recommendation of Betty McGuire, City Clerk, and Lowell Johnson, City Administrator, is to push back the period of November 15<sup>th</sup> – February 15<sup>th</sup> to December 15<sup>th</sup> to March 15<sup>th</sup> for residential water use calculation to establish the average monthly residential sewer fee for this one year only and to return to the original November 15<sup>th</sup> – February 15<sup>th</sup> after that.

**18. [Ordinance 2012-60: Amending Sec. 90-710 Parking Regulations, Schedule of Minimum Off-Street Parking & Loading Requirements \(Tabled from Last Meeting\)](#)**

**Background:** A proposal to require one parking stall per bedroom for new construction multi-unit housing was presented at a public hearing of the Planning Commission. After discussion, no recommendation was made by the Planning Commission to the City Council. This proposal results from discussion at the City Council public hearing and from deliberation at the last two City Council meetings. This amendment would require a minimum of one off-street parking stall per bedroom in new multi-unit housing and 2 parking stalls for each dwelling unit which is a single-family or two family house as follows: only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as

listed in the “Schedule of Minimum Off-Street Parking and Loading Requirements” in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition.

**Recommendation:** The recommendation of Joel Hansen, Zoning Administrator, and Lowell Johnson, City Administrator, is to approve the amendment as proposed. Our current code requires only 1.5 off street parking stalls per apartment unit regardless of the number of bedrooms. Developers are currently voluntarily installing a minimum of 1 stall per bedroom. We believe today’s rate of car ownership requires more off-street parking space, but we have no authority to require it.

19. [Ordinance 2012-61: Amending Wayne Municipal Code, Section 78-143 Restricted Parking from 7:00 a.m. to 9:00 a.m., Monday through Friday \(Second Reading\)](#)

20. [Ordinance 2012-62: Amending ATV Ordinance that was passed in January, 2012, and now expires December 31, 2012](#)

**Background:** The original Ordinance will sunset on December 31, 2012. The attached proposal renews the City’s authorization for ATV’s to operate on public ROW as required by State Law and extends the time period.

**Recommendation:** The recommendation of Marlen Chinn, Chief of Police, and Lowell Johnson, City Administrator, is to approve the Ordinance as proposed.

21. [Action on Change Order No. 2 \(Final\) for the Benscoter Addition – Phase 1 Paving and Utility Improvement Project](#)

**Background:** This is for work completed according to the bid contract and approved by the Project Engineer. It adjusts final quantities on the project.

**Recommendation:** The recommendation of the Project Engineer and Lowell Johnson, City Administrator, is to approve the Change Order.

22. [Action on Certificate of Payment No. 3 \(Final\) in the Amount of \\$ on the Benscoter Addition – Phase 1 Paving Project](#)

**Background:** This is for work completed according to the bid contract and approved by the Project Engineer. It includes adjustments of final quantities on the project.

**Recommendation:** The recommendation of the Project Engineer and Lowell Johnson, City Administrator, is to approve Certificate of Payment No. 3.

23. [Appointment of Councilmembers to Audit Committee](#)

24. [Action to authorize the Developer of Benscoter Subdivision to install a 6 ft. Partial Visual Barrier Fence on City Property on the Northwest Side of the Trail Bordering the Subdivision.](#)

**Background:** A proposal to install a continuous 8' visual barrier fence along the trailer court boundary was declined by City Council at the last meeting. This revised proposal is the result of discussions with the Mayor and Council President. This proposal would install 400' of a 6' high, solid vinyl, partial barrier fence with 4' openings in the fence at intervals to allow free passage through the fence and access to the trail. The proposed fence would be purchased and installed by the developer and be built parallel to and about 20 feet northwest of the trail.

**Recommendation:** This seems to resolve the major concerns of the previous proposal and would provide a visual distraction rather than a physical barrier at no cost to the City. The recommendation of Lowell Johnson, City Administrator, is to allow the fence to be installed under the terms of the new proposal.

25. Adjourn

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

[Wayne Airport Authority Meeting Minutes – September 10, 2012](#)

[Wayne Airport Authority Meeting Minutes – October 8, 2012](#)

[Wayne Airport Authority Meeting Minutes – October 19, 2012](#)

[Wayne Airport Authority Meeting Minutes – November 2, 2012](#)

[Wayne Airport Authority Meeting Minutes – November 12, 2012](#)

December 4, 2012

The Wayne City Council met in regular session at City Hall on Tuesday, December 4, 2012, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Dale Alexander, Doug Sturm, Kaki Ley, Kathy Berry and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 23, 2012, 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 Haase made a motion, which was seconded by Councilmember Van Delden, whereas, the Clerk has prepared copies of the Minutes of the meeting of November 20, 2012, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** AMERITAS, SE, 2183.77; APPEARA, SE, 136.93; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, SE, 150.00; CITY EMPLOYEE, RE, 204.00; BLACK HILLS ENERGY, SE, 610.75; BOMGAARS, SU, 7.99; CARMIE MAROTZ, RE, 500.00; CENTURLINK, SE, 310.91; CITY EMPLOYEE, RE, 27.50; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 350.00; CITY OF WAYNE, PY, 68596.31; COMMUNITY HEALTH, RE, 3.00; CONSOLIDATED MANAGEMENT, SE, 37.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 96.32; EAKES OFFICE PLUS, SE, 23.55; ECHO GROUP, SU, 3.11; FLOOR MAINTENANCE, SU, 38.99; GINA HUGHES, RE, 30.00; GODFATHER'S, SU, 107.50; GROSSENBURG IMPLEMENT, SU, 63.91; CITY EMPLOYEE, RE, 68.47;

HOLIDAY LITES & TRIM, SU, 204.64; ICMA, RE, 5623.52; INTERSTATE ALL BATTERY, SU, 47.62; IRS, TX, 22659.06; JACK'S UNIFORMS, SU, 99.00; JEO CONSULTING GROUP, SE, 3605.75; CITY EMPLOYEE, RE, 1151.65; KELLY MEYER, SU, 1027.25; KORY LESEBERG, SE, 3049.00; LIQUID ENGINEERING, SE, 4762.80; MATT PARROTT AND SONS, SU, 197.40; CITY EMPLOYEE, RE, 203.35; MIKE TOWNE, SE, 1600.00; NATL ARBOR DAY FOUNDATION, FE, 50.00; NE DEPT OF REVENUE, TX, 3407.26; NE HARVESTORE, SU, 400.00; NNPPD, SE, 4473.00; PIEPER & MILLER, SE, 5527.00; QUILL, SU, 713.08; SIOUXLAND DISTRICT, SE, 26.00; VERIZON, SE, 216.84; VIAERO, SE, 82.82; AMERICAN BROADBAND, SE, 2211.17; CITY EMPLOYEE, RE, 60.20; BROWN SUPPLY, SE, 2403.61; CITY OF NORFOLK, SE, 142.20; CITY OF WAYNE, RE, 369.89; CONSOLIDATED MANAGEMENT, SE, 60.25; EASYPERMIT POSTAGE, SU, 1708.03; EISENBRAUN & ASSOC., SE, 7950.50; FIRST CONCORD GROUP, SE, 4603.27; GILL HAULING, SE, 155.00; CITY EMPLOYEE, RE, 9.57; CITY EMPLOYEE, RE, 200.71; HAWKINS, SU, 921.86; HD SUPPLY WATERWORKS, SU, 2671.20; HHS REGULATION, FE, 115.00; JOHN HADCOCK, RE, 500.00; KELBY HERMAN, RE, 1400.00; KELLY SUPPLY COMPANY, SU, 145.02; KEPCO, SU, 11.40; MERCY MEDICAL CLINIC, SE, 72.00; NATIONAL SEMINAR GROUP, FE, 50.00; NE AIR FILTER, SU, 102.39; NE EXPRESSWAYS, SE, 883.44; NE SAFETY COUNCIL, SE, 188.87; CITY EMPLOYEE, RE, 349.87; SCOTT HASEMANN, RE, 500.00; SKARSHAUG TESTING LAB, SU, 76.32; STATE NATIONAL BANK, SE, 209.04; VERIZON, SE, 102.36

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

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Councilmember Ley made a motion, which was seconded by Councilmember Alexander, to adjourn the meeting sine die. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

This being the time for the new Mayor and new Council to organize and Doug Sturm, Jennifer Sievers, Cale Giese, and Jon Haase having qualified for Councilmembers of the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> Wards respectively, Judge Robert B. Ensz presented the oaths of office to Doug Sturm, Jennifer Sievers, Cale Giese and Jon Haase.

Councilmember Sturm, with a second by Councilmember Alexander, nominated Jill Brodersen as Council President, and made a motion to cease nominations. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain asked Council to cast their ballots, and Councilmember Brodersen received the majority of votes from Council to be duly elected as Council President.

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

Mayor Chamberlain presented plaques to Kathy Berry in appreciation of her valued contributions made to the City of Wayne as Councilmember from 2008-2012, and to Brian Frevert in appreciation of his valued contributions made to the City of Wayne as Councilmember from 2004-2012.

Mayor Chamberlain stated he has received notification from Doug Sturm declining to serve as 4<sup>th</sup> Ward Councilmember.

Councilmember Sievers made a motion, which was seconded by Councilmember Ley, to accept the refusal of Doug Sturm to serve as 1<sup>st</sup> Ward Councilmember. Mayor

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

Doug Sturm thanked the citizens of his Ward for giving him 20 years to serve as a Councilmember, city staff for making not only his job, but that of the Mayor and Council easier, and also present and past Councilmembers and Mayors.

Councilmember Giese made a motion, which was seconded by Councilmember Ley, declaring a notice of vacancy in Ward One and authorizing the City Clerk to publish notice regarding the same. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The Mayor's Youth Council was present to make a recommendation on proposed park equipment for the Western Ridge Subdivision. Reed Trenhaille, Austin Frideres, and Caley Janke were present. The playground equipment the group has picked out for this park will cost approximately \$35,000. They were also suggesting that the park be named "Beverly Park" named after Beverly Sturm. The group will also be meeting with the people in the neighborhood to let them know of the plans for the park.

Mayor Chamberlain stated the group has been working on this for a few months now. There is \$15,000 budgeted for park equipment. There is also another \$20,000 in the budget for park updates. This is where the money would come from to pay for this park equipment.

It was noted that the \$35,000 is for equipment only, and does not include costs of landscaping, etc.

If this is approved, monies that were budgeted for another park would be used to fund this park equipment at Western Ridge.

Councilmember Brodersen made a motion, which was seconded by Councilmember Haase, to approve the Mayor's Youth Council recommendation on park equipment for the Western Ridge Subdivision and to approve naming the park "Beverly Park." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Van Delden who abstained, Mayor Chamberlain declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Sec. 90-710 Parking Regulations, Schedule of Minimum Off-Street Parking & Loading Requirements.

Joel Hansen, Zoning Administrator, stated the Planning Commission met on this matter and their recommendation was to not change these regulations. They could not come to a consensus for a recommendation.

Over the last few months, Mr. Hansen's office has had several developers and contractors visit with him about constructing multi-family structures. Currently, the code provides for one and one-half parking spaces per dwelling unit. Some of the units that have been constructed and others that are being constructed, with the current code, will only need to provide a minimum of six parking stalls for a four unit apartment that has three bedrooms per unit. Staff is recommending that the code be amended to require one parking space per sleeping room for multi-family residential structures and two spaces per dwelling unit for single-family and two-family residential structures. This would be for new construction only.

Mr. Hansen advised the Council that the garage can be counted as parking stalls. The driveway for a single-car garage would be considered the second parking space.

Council consensus was that “new construction” needed to be better defined.

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

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

Councilmember Ley made a motion, which was seconded by Councilmember Alexander, to table action on Ordinance No. 2012-60 Amending the Wayne Municipal Code, Section 90-710 Parking Regulations, Schedule of Minimum Off-Street Parking & Loading Requirements until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain stated the LB840 Sales Tax Advisory Committee is recommending approval of a request by WAED for community marketing/administration in the amount of a \$5,000 grant. Community marketing includes the Wayne Works campaign, people/workforce attraction, and the continual business and industry marketing.

Councilmember Ley made a motion, which was seconded by Councilmember Brodersen, approving the recommendation of the LB840 Sales Tax Advisory Committee to approve a grant in the amount of \$5,000 to Wayne Area Economic Development to be used for community marketing/administration. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson advised the Council that staff bid out the 2013 health insurance coverage back in October. Of the three proposals received, which included the renewal rate from Coventry, Blue Cross/Blue Shield of Nebraska was the lowest cost provider.

Gary Boehle of First National Agency reviewed the Blue Cross/Blue Shield health insurance proposal. This would still be a \$5,000 single/\$10,000 family deductible. The City would still self-insure as it has done in the past and cover 80% of the medical costs between the in-house deductibles and the full deductibles. The savings from the self-funding amounts to approximately \$20,000 per month, which is used to help fund the self-insurance portion of the plan. The incentive for employees to receive the lower deductible is to have annual physicals and be non-smokers.

Councilmember Alexander made a motion, which was seconded by Councilmember Ley to approve the proposal received from Blue Cross/Blue Shield of Nebraska for the 2013 group health insurance and to increase the deductibles to \$600 single/\$1,200 family, with the same incentives as in 2012 to reduce the deductibles down to \$250 single/\$500 family. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent, 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 Brodersen made a motion, which was seconded by Councilmember Ley, approving the Annual Renewal Maintenance Agreement (2013) with the Nebraska Department of Roads. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would amend the Energy Star Program for FY 2012-13 and 2013-14 as follows:

1. In addition to the existing City of Wayne heat incentive program for heat pumps the Energy Saver Program will allocate on a first come, first serve basis the set

aside of City of Wayne energy incentive funds to City residential, commercial, and industrial utility customers at a 30% cost-share rate, with a maximum of \$500 per heat pump with a 15 SEER rating or equal to the latest U.S. Department of Energy SEER requirement for federal tax incentives and in the absence of a heat pump installation, a maximum of \$500 per property per year for the installation of the following energy saving practices: ~~permanently installed radiant electric heat~~, attic insulation, non-power and powered attic ventilation, exterior wall insulation, thermal windows, and Energy Star Qualified exterior doors.

2. In addition, the Energy Saver Program will designate \$45,000 per year for two years of the \$75,000 per year of our budgeted incentive program funds to a trial incentive for the Energy Star plus geothermal heat pump program as follows:
  - \$3,000 one time incentive (NPPD reimburses us \$500 for each geothermal heat pump) to a first-time homebuyer of a new construction single-family residence within the City of Wayne qualifying for the Energy Star plus geothermal heat pump program;
  - Applicants would be approved on a first come, first serve basis;
  - Third Party Certification that Energy Star requirements have been met in the completed home before receipt of the incentive by the home buyer; and
  - Two shade trees that are large species must be planted on each lot.
3. The City will receive applications for cost-share from utility customers and must approve funding before any equipment is purchased or any work begins.
4. The City will reimburse qualified applicants for the approved activities after the installation is inspected and approved by the City and a copy of the invoice for the approved work has been submitted.
5. The City will advertise and administer the Energy Incentive Program and Energy Saver Cost-Share Program.
6. The City will reimburse qualified applicants the sum of \$100 for undertaking an energy audit of their home or business by a certified energy auditor.
7. The City will provide an incentive of \$10.19 per installed kw to all commercial customers that design their facilities towards electric usage.

This is for new construction only, and removes the requirement for the State to review architectural plans ahead of time and review installation after the fact. This would be a trial program.

Joel Hansen, Street Superintendent suggested that Council define shade trees that are large species as “deciduous trees with a mature height over 40’.” This is a requirement of the City’s cost-share program.

Councilmember Ley introduced Resolution No. 2012-89 and moved for its approval and adding that shade trees be defined as “deciduous with a mature height of 40’; Councilmember Haase seconded.

#### RESOLUTION NO. 2012-89

A RESOLUTION AMENDING THE ENERGY INCENTIVE PROGRAM OF THE CITY OF WAYNE TO ESTABLISH AND FUND THE ENERGY SAVER PROGRAM AND PROVIDE FOR COST-SHARING USING A SET ASIDE OF CITY OF WAYNE ENERGY SAVING INCENTIVE FUNDS.

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

Councilmember Brodersen introduced Ordinance 2012-59, and moved for approval of the second reading thereof; Councilmember Alexander seconded.

#### ORDINANCE NO. 2012-59

AN ORDINANCE DIRECTING THE SALE OF LOTS 12, 13, AND 14, BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 1, OF THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO BENSCOTER, INC., A NEBRASKA CORPORATION.

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

Councilmember Brodersen made a motion and Councilmember Alexander seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Brodersen made a motion and Councilmember Alexander seconded to move for final approval of Ordinance No. 2012-59. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated the following ordinance would restrict or prohibit parking on the north side of Third Street between Douglas and Sherman Streets (south of Middle School) from 7:00 a.m. to 9:00 a.m., Monday through Friday. This is being recommended because the traffic flow is so heavy during this time period.

Councilmember Brodersen introduced Ordinance 2012-61, and moved for approval thereof; Councilmember Alexander seconded.

#### ORDINANCE NO. 2012-59

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE III, PARKING, BY ADDING SECTION 78-143 RESTRICTED PARKING FROM 7:00 A.M. TO 9:00 A.M., MONDAY THROUGH FRIDAY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Garry Poutre, Superintendent of Public Works & Utilities, updated the Council on the 2012 Lagoon Sludge Removal and Application Project. The project is complete, and the engineer on the project, JEO Consulting Group, has submitted an Application for Payment No. 1 to DRT Biosolids, Inc., in the amount of \$157,500.00. Ten percent (retainer) of the total project cost is being withheld until the final wage documents are received from the contractor.

Councilmember Ley made a motion, which was seconded by Councilmember Brodersen, approving Application for Payment No. 1 to DRT Biosolids, Inc., in the amount of \$157,500. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson was requesting Council consideration to allowing staff to approve the Housing Incentive Loan Applications if they meet the criteria and if funding is available. This would eliminate the need to have the same come before Council for approval.

Councilmember Haase made a motion, which was seconded by Councilmember Giese, giving City staff the authority to approve the Housing Incentive Loan Applications if they meet the criteria and if funding is available. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Joel Hansen, Building Inspector, advised the Council that several years ago, the City used to create sidewalk districts and then cost-share with the property owners on the replacement of existing sidewalk. When the trail was being built, there was a moratorium placed on those sidewalk improvement projects, and the money was allocated towards the trail project. This is a way to encourage homeowners to replace sidewalk that is in poor condition without having to go through the process of establishing sidewalk districts. His recommendation was to place the cost-share amount at \$2.25 sq. ft.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, approving the amount of \$2.25 sq. ft. to be reimbursed to property owners for sidewalk replacement. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated that NPPD is currently reviewing how it allocates the costs of night-time, off-peak peak costs and transmission line costs to different wholesale customer rate classes. NPPD is also preparing new long-term wholesale power agreements with cities and rural power districts so that NPPD can demonstrate the future revenues needed to go to the bond market for substantial new funds to pay for compliance with new EPA generation plant air quality standards. Johnson, along with several other City Administrators, serves on a state-wide NPPD Rate Review Committee, and they are preparing to analyze the fairness of NPPD cost allocations through rates and to analyze the terms of new NPPD long-term wholesale power contracts. Since the City Administrators are not professional utility rate analysts, they have organized the “Municipal Electric Interests Group” to retain the services of a professional utility rate consultant. Johnson believes Wayne’s share of this rate analyst cost would be less than \$5,000, but if there would be a significant dispute over rates, the cost could be more.

Councilmember Alexander made a motion, which was seconded by Councilmember Ley, approving the allocation of \$5,000 for a rate consultant to evaluate NPPD rates. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, updated the Council on the ATV ordinance that was passed in January, 2012, and now expires December 31, 2012. Chinn stated over the past year that has been minimal problems with this matter. Only 8 ATV’s were licensed within the City this past year.

Council consensus was to bring the ordinance back before Council at the next meeting.

Discussion took place on the request of Lou Benscoter to put in a 400', 8' high visual barrier fence on the northwest boundary of the City of Wayne railroad right-of-way on the southeast edge of Wriedt Trailer Court beginning 200' southeast of Dearborn Avenue. Mr. Benscoter has offered to install the fence at his own cost. The cost of materials, which would be borne by the City, would not exceed \$8,500. The developer has two home sales pending, with the condition that a visual barrier fence be installed at this location.

Council had concerns about the City paying for this and blocking the view of the people living in the trailer court. The consensus was that if developer wanted a fence, then he should build it on his own property at his own expense.

This matter died for lack of a motion.

Mayor Chamberlain requested Council consideration to the appointment of Dr. Jason Karsky to the Civil Service Commission. He would fill the unexpired term of Galen Wisner which will end December 31, 2013.

Councilmember Alexander made a motion, which was seconded by Councilmember Brodersen, approving the appointment of Dr. Jason Karsky to the Civil Service Commission (term expiring December 31, 2013). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Discussion took place in regard to setting a date for the Council Retreat.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, setting the date for the Council Retreat for Friday, January 25<sup>th</sup> and Saturday, January 26<sup>th</sup>, 2013. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Haase made a motion, which was seconded by Councilmember Alexander, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 7:21 p.m.

|                           |                                     |           |
|---------------------------|-------------------------------------|-----------|
| KRIZ-DAVIS COMPANY        | CONNECTORS                          | 226.31    |
| KTCH AM/FM RADIO          | RADIO ADS                           | 605.00    |
| CITY EMPLOYEE             | HEALTH REIMBURSEMENT                | 97.56     |
| MERCY MEDICAL CLINICS     | COLLECTION FEE                      | 72.00     |
| MIDSTATES ERECTORS INC    | CATALYTIC CONVERTERS                | 34,481.00 |
| MIDWEST LABORATORIES, INC | BOD TESTING                         | 848.00    |
| MIRIAN AGUIRRE            | CODE ENFORCEMENT TRANSLATION        | 90.00     |
| NE AIR FILTER             | AIR FILTERS                         | 166.77    |
| NE DEPT OF LABOR          | ANNUAL BOILER CERTIFICATE           | 144.00    |
| NE DEPT OF REVENUE        | STATE WITHHOLDING                   | 3,128.43  |
| NE PUBLIC HEALTH          | POLICE SERVICES                     | 98.00     |
| N.E.NE AMERICAN RED CROSS | PAYROLL DEDUCTION                   | 59.24     |
| NORTHEAST NE PUBLIC POWER | WHEELING CHARGES                    | 12,418.90 |
| NORTHWEST ELECTRIC LLC    | DRUM SCREEN COMPACTOR MOTOR         | 1,409.79  |
| NOVA HEALTH EQUIPMENT CO  | DUMBBELL SET/BARS/BIKE/INCLINE      | 14,827.00 |
| ORIENTAL TRADING CO INC   | READING SUPPLIES                    | 8.75      |
| OVERHEAD DOOR COMPANY     | TRANSMITTERS                        | 114.00    |
| PAC N SAVE                | CAC SNACKS/P.O.L CANDY/WREATH TREAT | 109.42    |
| PAUL VELDKAMP             | ENERGY INCENTIVE                    | 500.00    |
| PRESTO X COMPANY          | PEST CONTROL                        | 103.96    |
| QUALITY FOODS             | ICE                                 | 7.50      |
| RANDOM HOUSE              | CD'S                                | 72.75     |
| ROBERT WOEHLE & SONS      | COOLING TOWER-DUMP TRUCK            | 1,722.50  |
| SGP SERVICES, INC.        | MONITORING FEE                      | 79.88     |
| SHOPKO                    | READING SUPPLIES                    | 21.28     |
| SPARKLING KLEAN           | JANITORIAL SERVICE/SUPPLIES         | 2,757.93  |
| STATE NATIONAL BANK       | EL REV REFUNDING BONDS              | 28,032.50 |
| STEFFEN                   | CABLE ASSEMBLY                      | 206.12    |
| THE DIAMOND CENTER        | PLAQUES-COUNCIL                     | 363.53    |
| TRANS-IOWA EQUIPMENT, INC | WATER PUMP                          | 859.15    |
| UNITED WAY                | PAYROLL DEDUCTION                   | 10.00     |
| WAYNE AUTO PARTS          | FILTERS/SWITCH/PLUGS/FUEL PUMP      | 335.93    |
| WAYNE COUNTY CLERK        | FILING FEES                         | 192.00    |
| WAYNE HERALD              | ADS AND NOTICES                     | 891.73    |
| WAYNE VETERINARY CLINIC   | CAT & DOG IMPOUNDS                  | 219.00    |
| WESCO DISTRIBUTION INC    | PIN/SLEEVE                          | 208.74    |
| WESTERN AREA POWER ADMIN  | ELECTRICITY                         | 31,977.31 |
| WESTERN ENVIRONMENTAL     | LEMOCIDE DISINFECTANT CLEANER       | 384.62    |
| WRIEDT, RON               | REPROGRAM RADIOS-NARROWBANDING      | 457.00    |
| ZACH OIL COMPANY          | GASOLINE                            | 5,706.07  |
| ZEE MEDICAL SERVICE CO    | FIRST AID SUPPLIES                  | 30.47     |

DELETE FROM CLAIMS LISTING DECEMBER 4, 2012

STATE NATIONAL BANK - SAVINGS BONDS \$150.00

CLAIMS LISTING DECEMBER 18, 2012

|                           |                                      |            |
|---------------------------|--------------------------------------|------------|
| AMERITAS LIFE INSURANCE   | POLICE RETIREMENT                    | 1,925.34   |
| APPEARA                   | LINEN & MAT SERVICE                  | 104.76     |
| BAKER & TAYLOR BOOKS      | BOOKS                                | 567.09     |
| BANK FIRST                | FRATERNAL ORDER OF POLICE DUES       | 150.00     |
| BARONE SECURITY SYSTEMS   | FIRE INPECTION/MONITORING-AUDITORIUM | 138.00     |
| BIG T ENTERPRISES, INC    | CIVIL DEFENSE BATTERIES              | 233.95     |
| BLACKBURN MANUFACTURING   | MARKING FLAGS                        | 167.83     |
| BMI                       | RADIO LICENSE FEE                    | 288.00     |
| BOARD OF EXAMINERS        | STREET SUPERINTENDENT-J HANSEN       | 10.00      |
| BOMGAARS                  | SAW/TOOL BOX/TUBING/BITS/ ETC        | 711.50     |
| BROWN SUPPLY CO           | JACKHAMMER HOSE                      | 180.00     |
| CARHART LUMBER COMPANY    | SNOW FENCE/HAMMER/GRINDER/HOSE VAC   | 1,359.57   |
| CHARTWELLS                | SENIOR CENTER MEALS                  | 5,186.00   |
| CITY OF NORFOLK           | INSPECTIONS                          | 142.20     |
| CITY OF WAYNE             | AUDITORIUM DEPOSIT REFUND            | 150.00     |
| CITY OF WAYNE             | BASKETBALL REFFING                   | 90.00      |
| CITY OF WAYNE             | BUILDING PERMIT DEPOSIT REFUND       | 100.00     |
| CITY OF WAYNE             | CAT TRAP REFUND                      | 20.00      |
| CITY OF WAYNE             | PAYROLL                              | 61,621.34  |
| CITY OF WAYNE             | UTILITY REFUNDS                      | 2,483.77   |
| COMMUNITY HEALTH          | HEALTH CHARITIES                     | 3.00       |
| CONSOLIDATED MANAGEMENT   | OFFICER TRAINING CENTER MEALS        | 106.75     |
| COPY WRITE PUBLISHING     | OFFICE SUPPLY/SHIPPING CHARGE        | 613.25     |
| CITY EMPLOYEE             | HEALTH REIMBURSEMENT                 | 63.16      |
| DAVE'S UNIFORM CLEANING   | POLICE UNIFORM CLEANING              | 54.00      |
| DE LAGE LANDEN FINANCIAL  | COPIER EQUIPMENT LEASE               | 394.00     |
| DEARBORN NATIONAL LIFE    | DISABILITY/LIFE INSURANCE            | 1,582.02   |
| DRT BIOSOLIDS, INC        | LAGOON SLUDGE REMOVAL                | 157,500.00 |
| DUTTON-LAINSON COMPANY    | LIGHT BULBS/METER SEALS              | 1,255.21   |
| ECHO GROUP INC JESCO      | LIGHT BULBS                          | 101.08     |
| ED. M FELD EQUIPMENT CO   | ROPE                                 | 687.10     |
| EKBERG AUTO               | HEATER CORE                          | 31.49      |
| ELECTRIC FIXTURE & SUPPLY | COOLING TOWER SUMP-CHROMALOX/SENSOR  | 12,875.03  |
| EMPLOYERS MUTUAL CASUALTY | WORK COMP                            | 165.54     |
| ENVIRONMENTAL SYSTEM      | ARC PAD MAINTENANCE                  | 266.25     |
| FLOOR MAINTENANCE         | LINERS                               | 44.47      |
| GROSSENBURG IMPLEMENT INC | CHAIN                                | 22.76      |
| HANSEN REPAIR INC         | DOT INSPECTION                       | 72.10      |
| HANSEN, GENE K.           | SIDEWALK IMPROVEMENT                 | 216.00     |
| CITY EMPLOYEE             | VISION REIMBURSEMENT                 | 30.72      |
| HARDING & SHULTZ P.C.     | ATTORNEY FEES                        | 1,752.50   |
| CITY EMPLOYEE             | CLOTHING/SAFETY BOOT REIMBURSEMENT   | 198.73     |
| HEIKES AUTOMOTIVE LLC     | TOWING                               | 58.58      |
| HIRERIGHT SOLUTIONS INC   | COLLECTION FEE                       | 53.15      |
| ICMA RETIREMENT TRUST-457 | ICMA RETIREMENT                      | 5,607.89   |
| INGRAM BOOK COMPANY       | BOOK                                 | 9.95       |
| IRS                       | FEDERAL WITHHOLDING                  | 19,817.54  |
| CITY EMPLOYEE             | HEALTH REIMBURSEMENT                 | 201.14     |
| KEPCO ENGRAVING           | NAMEPLATES                           | 7.55       |

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

APPLICATION FOR MEMBERSHIP

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

Name Peter Phillips Address 506 Oak Dr.  
Phone Number 913 961 3082 Social Security # 506-08-0286

Employer Wayne United Methodist Occupation Pastor  
How long have you been employed by your present employer? 3 years  
Previous Employer and Address Trumbull NE

Have you previously been a member of a Fire Department? NO  
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training.

Do you have any physical ailments or disabilities that could affect your performance on the department? NO

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? Yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? Yes
- Have you read the Bylaws of the Department, and do you understand them? Yes Do you agree to abide by them? Yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Peter Phillips Date 11/6/12

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

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

Applicant's Signature Peter Phillips Date 11/6/12

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

Secretary's Signature [Signature] Date \_\_\_\_\_

Chief's Signature [Signature] Date 12-4-2012

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

For record purposes only: Date of Birth \_\_\_\_\_ revised February 4, 2006

**SATISFACTORY**

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

APPLICATION FOR MEMBERSHIP

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

Name Abraham Rodriguez Address 401 main st #3  
Phone Number 402-369-3079 Social Security # 625-14-6193

Employer GREAT DANE Occupation \_\_\_\_\_  
How long have you been employed by your present employer? 6 months  
Previous Employer and Address Michal's cantina 907 omaha ave Norfolk NE

Have you previously been a member of a Fire Department? NO  
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. \_\_\_\_\_

Do you have any physical ailments or disabilities that could affect your performance on the department?  
NO

- As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? yes
- Have you read the Bylaws of the Department, and do you understand them? YES Do you agree to abide by them? YES
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature [Signature] Date 11'6'12  
Sponsor's Signature (if applicable) \_\_\_\_\_ Date 11'6'12

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

Applicant's Signature [Signature] Date 11'6'12

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

[Signature] Secretary's Signature \_\_\_\_\_ Date \_\_\_\_\_  
[Signature] Secretary's Signature \_\_\_\_\_ Date \_\_\_\_\_

Chief's Signature [Signature] Date 12-4-2012

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

**RESOLUTION NO. 2012-92**

**A RESOLUTION OF THE CITY COUNCIL OF WAYNE, NEBRASKA,  
ADOPTING THE BUSINESS REVOLVING LOAN FUND GUIDELINES,  
WHICH ARE ATTACHED HERETO.**

BE IT RESOLVED BY THE CITY COUNCIL OF WAYNE, NEBRASKA, that future loans made using local economic development reuse funds will adhere to the current City of Wayne Business Revolving Loan Fund guidelines.

It is expressly understood that future loans made by the City of Wayne using its revolving loan fund program income will be assigned to NED, Inc., and will be reused for economic development activities as outlined in NED, Inc.'s non-profit development organization (NDO) revolving loan fund reuse plan, is hereby approved and adopted.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**City of Wayne, Nebraska**  
**Revolving Loan Fund Program Guidelines and Procedures**

**PURPOSE**

The purpose of the City of Wayne's Revolving Loan Fund (RLF) program is to provide "gap" financing for start-up and existing businesses that cannot obtain sufficient conventional financing or to attract new businesses within the City of Wayne service area. The RLF loan customer is an entrepreneur who is unable to access 100% of the needed financing from a financial institution due to failure to meet credit requirements.

Without the assistance of the RLF program, this customer would not be able to start or expand their business. They need assistance in obtaining capital for projects that would otherwise not be possible with only bank financing.

By stopping the "leakage" of dollars from leaving the area, we can encourage and promote entrepreneurship and new business development. This can then help the redevelopment of vacant or blighted buildings and land in the area.

**SERVICE AREA**

The RLF program is available to every business within the City of Wayne including the zoning jurisdiction of the City of Wayne. All applicants must also meet the eligibility requirements.

**SOURCE OF LOAN FUNDS**

- Community Development Block Grant (CDBG) funds from the Nebraska Department of Economic Development (DED)

Northeast Nebraska Economic Development District (NENEDD) staff and City staff will follow rules and regulations specific to the RLF loan fund. This includes but is not limited to documents required for the applicant's file, environmental reviews, and Davis-Bacon wage requirements.

**1.0 APPLICANT ELIGIBILITY**

**1.1 Eligible Businesses**

- Manufacturing assembling, fabricating or processing of tangible personal property
- Storing, warehousing, distributing, transporting, or selling of tangible personal property
- Conducting research, development, or testing for scientific, agricultural, animal husbandry, food product, or industrial purposes
- Performing data processing, telecommunications, insurance or financial services
- Transportation, retail, service and tourism that are for profit and/or not for profit

- The administrative management of any activities, including headquarter facilities relating to such activities

## 1.2 Eligible Activities

- Acquisition of land and buildings
- Construction or renovation of real estate either leased or owned
- Acquisition of machinery, equipment, property or services
- Providing funds for the purpose of guarantying loans for any of such purposes
- Working Capital
- Equity Investment
- Public Infrastructure (streets, water, sewer, electrical) necessary to accommodate businesses
- Miscellaneous activities that continue to support economic development as approved by the board
- Administration costs related to servicing the CDBG ED Revolving Loan Fund Program.

## **2.0 PORTFOLIO STANDARDS AND TARGETS**

### 2.1 The RLF will target those businesses that:

1) Demonstrate a need for financial assistance; 2) demonstrate or project the ability to succeed; and 3) which will, if funded, create or retain employment opportunities in the City of Wayne. Loans will only be available to individuals, businesses and companies located in or expanding into the City of Wayne and its zoning jurisdiction. The applicant must identify sources of private financing.

### 2.2 Proposed standards of the RLF are as follows:

- At least one (1) job must be created or retained for each \$35,000 in individual loans, while striving to maintain a \$15,000/job ratio in the RLF portfolio
- Generally, RLF funding may not represent more than 40% of the total costs
- The RLF funding must be necessary and appropriate based upon a review of other possible financing assistance
- The RLF funding is reasonable in relation to the achieved public benefit
- The RLF portfolio will comprise at least 50% in fixed asset loans and have a private investment leveraging ratio of at least 2-1 for the loan portfolio as a whole
- 10% minimum equity injection from business owner – Certain types of businesses will require a 20% equity injection
- No production agriculture – value added is okay
- Incentive loans can be greater than \$200,000 and possibly have a lower interest based on job creation and recruitment
- Microloans under \$50,000 can be done without bank participation

- At least 51% of the jobs created or retained must benefit persons of low to moderate income

In addition to the required selection criterion that financing is not otherwise available, the City of Wayne will primarily consider the number of jobs created or retained, the fixed assets of the project, the amount of private leveraging and the potential benefits to existing business and industry.

### **3.0 ORGANIZATIONAL STRUCTURE**

#### **3.1 RLF Committee**

The Northeast RLF Committee is the review committee for all business loans for the City of Wayne. They will review and make a loan recommendation for approval or denial to the City of Wayne. The RLF Committee will also recommend changes in the policies and procedures of the RLF to the City of Wayne. This nine-member RLF Committee consists of three lenders, three business owners (one each from manufacturing, service and retail), one economic developer, one city administrator and one small business consultant. These nine represent the Northeast region of Nebraska geographically. This is a three year term commitment.

The RLF Committee meets on an “as needed” basis, but typically the monthly meetings are held on the Monday before the last Wednesday of the month. All documents must be submitted to the NENEDD business loan specialist a week prior to the RLF Committee meeting. The committee may conduct its review during a meeting, by mail, e-mail, or through the use of a telephone conference call. A quorum of five of the nine RLF Committee members is required to make a recommendation. A simple majority of those attending the meeting or providing an e-mail/mail of their vote is needed to make a recommendation. A loan will not be approved without at least one of the three lender’s approval. The NENEDD Business Loan Specialists will present loan applications to the City of Wayne.

NENEDD staff will administer the RLF. The Business Loan Specialists will be Certified Economic Development Finance Professionals. NENEDD and City staff will be responsible for marketing the RLF, meeting with potential applicants, processing loan applications, closing and disbursing loans, servicing loans and all administrative procedures required. NENEDD and City staff will monitor the portfolio standards and performance and prepare reports as directed by the City of Wayne and the Program Funders.

#### **3.2 The RLF Committee will receive a loan summary packet that includes:**

- Summary
- Proforma – projection of cash flow for the business
- List of what the funds are going to be used for (estimates from vendors, construction estimates, price quotes, etc.)

- Personal tax returns on the applicant (20% or more ownership) for the past two years
- Three years of tax returns, profit/loss statements/balance sheet of the business (if existing)
- Business Plan
- Bank Letter

## **4.0 LOAN-PACKAGING PROCEDURES**

### **4.1 Application Documents**

A standard loan pre-application form will be required. Upon review and approval of the pre-application by NENEDD and City staff, the business must submit all items listed on the loan application checklist form if applicable. They include:

- Business plan
- 3 year historical balance sheet and operating statement
- Personal financial statement for each person owning 20% or more of the business
- Letter of participation or rejection from a bank except in the case of incentive loans
- Credit report from a Credit Reporting Agency
- Proforma financial information
- Sources and uses
- Contractor estimates
- Vendor price quotes
- Lease or Purchase agreement
- Job creation/retention form
- Tax Returns on the business and personal (each individual owning 20% or more of the business)
- Resume
- Business formation paperwork
- Aging of accounts payable and receivable
- Appraisal
- Environmental information as required by each funding source
- UCC Search
- Assistance Agreement
- Indemnification Agreement
- Exhibit "A" Memorandum
- Attestation Form
- Credit History Authorization

NENEDD staff will review the information submitted to insure it is complete and will prepare a loan write-up to submit to the Northeast RLF Committee. Rate, terms, collateral and equity requirements will be finalized as negotiated between the applicant and NENEDD/City staff. NENEDD staff will keep minutes/record of all RLF

Committee recommendations. The loan recommendation will be forwarded to the City of Wayne for final approval/denial. After approval or denial by the City of Wayne, NENEDD staff will immediately notify the applicant of the decision in writing.

#### 4.2 Loan Closing Documents

General closing requirements will include documentation that equity requirements have been met and that private lender financing has been secured. Prior to loan closing the borrower must provide NENEDD/City staff if applicable:

- Proof of hazard insurance
- Proof of flood insurance
- Schedule of collateral
- Equipment, inventory and contractor invoices
- Life Insurance or any other insurance required by the City of Wayne
- Promotional Use Authorization

Standard loan closing documents will include

- Acceptance/Rejection Letter
- Promissory Note
- Authorization and Loan Agreement
- Security Agreement
- Deed of Trust
- Financing Statement
- Personal Guaranty
- Automated Clearing House (ACH) Form
- Title/Lien Search

#### 4.3 Loan Proceeds

- Loan proceeds will be provided to the client at the time of loan closing after security documents have been signed.

### **5.0 LOAN SERVICING PROCEDURES**

#### 5.1 Loan Payments

NENEDD/City staff will monitor each loan by requiring annual financial statements, annual insurance renewals, conducting regular site visits to the borrowers, continuing UCC'S, job creation/retention reports and other reports that are specific to each loan. If evidence of requested documents, such as, but not limited to Loss Payee, Life Insurance assignment and annual financial statements, are not received within 60 days as requested by written communication, a monthly assessment of no less than \$25.00 may be assessed to borrower and will be automatically withdrawn from the client's bank account electronically each month until received.

NENEDD/City staff may report payment history to a credit reporting agency.

## 5.2 Late Payments

In the event of a late payment or loans over 90 days in arrears, NENEDD/City staff and/or legal council will attempt to establish a workout arrangement with the borrower. Every effort will be made to assist the borrower but protect the RLF as well. All action taken on any given loan will be documented in the regular reports to the City of Wayne.

If payment is not honored from the bank, NENEDD staff documents contact with the client (either by phone or letter) – notifying client of NSF charge and payment must be sent to the office by the 10<sup>th</sup> to avoid a late payment fee of \$25.00. If the bank financing is also involved, the bank is contacted to verify if their payments are in jeopardy, too.

If the 1<sup>st</sup> payment is not received and the 2<sup>nd</sup> payment is not made, a certified letter is sent explaining the NSF charge and the late payment fee again if not received by the 10<sup>th</sup> and the bank is contacted.

If the first two payments are not made and the 3<sup>rd</sup> payment is not made, the information is turned over to the attorney and a Default Notice is sent and filed. Bank is contacted and usually at this point the bank will have already started their Default process.

In most instances, with a bank as primary lender, The City of Wayne will follow the actions of the bank as not to incur the cost of a Trustee's sale. If there is no bank involved NENEDD/Wayne staff will proceed with a Trustee's Sale if applicable.

## 5.3 Rescheduling Agreement

Special circumstances regarding business loans may require a different repayment plan and will be structured accordingly. Some projects require special financing techniques to meet a borrower's needs. Recognizing that, a subordinate position to other lenders of record at time of the project may be taken. If a subordinate position is required, additional considerations will be taken so as to not jeopardize the loan portfolio. Other special financing techniques may include quarterly or semiannual payments, interest only payments during the first year, or some other method agreed up on by the City of Wayne and the applicant.

Loan payments will start no more than 60 days after loan closing. During the loan payment period, NENEDD staff at their discretion may authorize a one-time, 3-month payment deferral or 3-month interest only payment. Any other payment arrangements must be approved by the City of Wayne.

#### 5.4 Collateral Change Requests

From time to time collateral change requests may be necessary. Loan subordination requests for refinancing of existing debt with no "cash out" will be approved by NENEDD staff in the event it does not diminish the lien position. Any other requests must be approved by the City of Wayne. All fees associated with any collateral change requests, will be the clients responsibility.

#### 5.5 Loan Write-Off Collections

The City of Wayne may pursue bad debt any way possible to collect loans that have been written off. This may include, but is not limited to, wage garnishment and repossession of collateral.

### **6.0 LOAN TERMS AND INTEREST RATES**

Loan terms vary according to what is being purchased. Working capital: up to five (5) years; furniture, fixtures and equipment: up to ten (10) years; and real estate financing will not exceed twenty (20) years. Interest rates have a base rate determined by the City of Wayne for loans with a term of five (5) years or less with an increase of .5% (one half percent) for loans with terms over five (5) years up to ten (10) years, an additional .5% (one half percent) for loans over ten (10) years up to fifteen (15) years, and an additional .5% (one half percent) for loans over fifteen (15) years up to a maximum term of twenty (20) years.

The minimum interest rate will be four (4) percentage points below the lesser of the current money center prime rate quoted in the Wall Street Journal, or the maximum interest rate allowed under State law. In no event may the interest rate be less than four (4) percent. However, should the prime interest rate listed in the Wall Street Journal exceed fourteen (14) percent, the minimum RLF interest rate is not required to be raised above ten (10) percent if doing so compromises the ability of City of Wayne to implement its financing strategy.

### **7.0 PROPOSED FEES AND CHARGES**

#### 7.1 Loan Processing Fees

The City of Wayne charges modest loan processing fees and closing cost fees. As outlined in the Assistance Agreement, the client agrees to pay a loan processing fee if the loan will be presented to the RLF Committee for their review. The fee is \$1,000 or 1% of the loan request, with a minimum of \$200.00. This fee will be used to reimburse the City of Wayne for all out-of-pocket expenses incurred in researching, preparing and submitting the loan package for a loan. If NENEDD feels that the City of Wayne is not able to provide financial assistance, the processing fee will not be collected. Once a loan has been reviewed by the RLF Committee and the loan is denied, the City of Wayne

reserves the right to refund a portion of the fee if it exceeds the costs of actual incurred costs of the loan packaging.

### 7.2 Servicing Fee

In addition to the above and foregoing fee, the client further agrees to pay an annual servicing fee of one-half percent (1/2%) of the declining loan balance on the Note, which shall be paid to NENEDD on an annual basis for the term of the loan to be issued by the City of Wayne pursuant to the terms and provisions of the loan.

### 7.3 Closing Fees

In addition to the above and foregoing fees, the client agrees to a set closing fee. This fee covers all costs of closing the loan, and all related transactions, including, but not limited to, all costs of title insurance, abstracting, recording fees, survey costs, inspections, environmental assessment, and legal fees. It is estimated that the average loan closing fees will be \$250.00, but individual loans may vary, depending upon the complexity of the transactions, and the circumstances that develop in connection with the application of the loan.

### 7.4 Prepayment Penalty

Business loans with a term of 24 months or more contain a prepayment penalty of 10% on the outstanding balance if pre-payment occurs before two years following the loan closing date. This is based on the original amortization schedule.

### 7.5 Automatic Payments

Loan recipients, who are to make payments, are required to use the Automated Clearing House (ACH) method for monthly loan installments. Recipients are required to fill out and submit an ACH form thus authorizing this payment method. Payments will start on the 1<sup>st</sup> of the month, as indicated in the loan closing documents. The annual service fee will be automatically withdrawn from the client's bank account electronically on the anniversary date of the loan.

## **8.0 ADMINSTRATIVE PROCEDURES**

A separate file will be maintained for each loan applicant and borrower. Each file will contain all documents and correspondence and are kept in a fireproof filing cabinet. The file will include all application documents, loan documents, insurance forms, general correspondence, financial statements, site visit reports and job creation/retention reports.

NENEDD shall maintain and keep all applications as well as all other required documents, records and other evidence in conformance with the close out requirements.

NENEDD staff, through our GMS Revolving Loan software program, will track the RLF reporting requirements. Each loan will be assigned a number for record keeping. If the loan is in good standing, then the borrower may be eligible for repeat lending.

## **9.0 AMENDMENT**

In an ongoing effort to improve the quality of the RLF Program, the City of Wayne will accept suggestions from the public, program participants or program staff with regard to program guideline amendments. All suggestions received will be taken under consideration by the City of Wayne. Upon approval and adoption by the City of Wayne, the amendment will be included in the program guidelines.

## **10.0 GREIVANCES PROCEDURES**

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the loan application process or within any other segment of the Revolving Loan Fund, he or she may appeal the decision of the staff to the City of Wayne for their consideration. The appeal must be submitted in writing to the Mayor of Wayne and postmarked within 14 calendar days of the decision. The City of Wayne will act to support or overturn the action within 30 days of the receipt of the appeal. The City of Wayne will have final authority in the decision.

## **11.0 CONFLICT OF INTEREST**

No officer, employee or agent of the City of Wayne who will participate in the selection, the award, or the administration of these funds may obtain a personal or financial interest or benefit from the activity or have an interest in any loan with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for two years thereafter. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the City of Wayne's RLF Plan and the effective and efficient administration of the City of Wayne's RLF program. These exceptions are granted by each funding source.

## **12.0 OFFICIAL CONTACT**

The place of contact for this program shall be the office of the City of Wayne, 306 Pearl St, Wayne, Nebraska, 68787. Any grievances, suggestions, requests for applications and information should be directed to this office. Applications are also available on the City of Wayne's website, [www.cityofwayne.org](http://www.cityofwayne.org) (Departments/Economic Development/Revolving Loan Fund). This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to the City of Wayne in writing.

These guidelines are hereby approved by action of the City of Wayne this 18<sup>th</sup> day of December, 2012.

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**Ken Chamberlain, Mayor**  
**City of Wayne**

**RESOLUTION NO. 2012-93**

**A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF WAYNE AND NORTHEAST NEBRASKA  
ECONOMIC DEVELOPMENT DISTRICT.**

WHEREAS, the City of Wayne is desirous of entering into a Memorandum of Understanding with Northeast Nebraska Economic Development District which will assign all current CDBG (program income) economic development projects funded through the City of Wayne to Northeast Nebraska Economic Development District, to be reused for economic development activities.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, between the City of Wayne and Northeast Nebraska Economic Development District is hereby approved, and the Mayor is hereby authorized to execute the same.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN NORTHEAST ECONOMIC DEVELOPMENT, INC. AND THE CITY OF WAYNE

This Memorandum of Understanding ("MOU") is entered into between the Northeast Economic Development, Inc. (NED, Inc.) and the City of Wayne.

WHEREAS, the City of Wayne is the recipient of Regional Community Development Block Grant (CDBG) Funds and,

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree program income from the Regional CDBG economic development funds are as follows:

All current CDBG (program income) economic development projects funded through the City of Wayne will be assigned to NED, Inc.'s Non-profit Development Organization (NDO), as defined by NDED and will be reused for economic development activities as outlined in NED, Inc.'s NDO Reuse Plan as approved by NDED (*See Attachment A*).

This MOU is hereby executed by its duly authorized representatives.

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**Nadine Hagedorn, President, NED, Inc.**

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**Date**

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**Ken Chamberlain, Mayor**

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**Date**

**RESOLUTION NO. 2012-94**

**A RESOLUTION APPROVING SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT TO ASSIST THE CITY WITH ITS REVOLVING LOAN FUND PROGRAM.**

WHEREAS, the City of Wayne is desirous to enter into a Service/Consultant Agreement with Northeast Nebraska Economic Development District to assist with the City's Revolving Loan Fund Program.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the agreement between Northeast Nebraska Economic Development District and the City of Wayne, which is attached hereto and incorporated herein by reference, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said contract on behalf of the City.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

# NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT SERVICE/CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Wayne, Nebraska, hereinafter referred to as the City and the Northeast Nebraska Economic Development District, hereinafter referred to as the Consultant.

WITNESSES THAT:

WHEREAS, the City and the Consultant are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City has CDBG funds as a result of previous CDBG project(s) for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. The Consultant shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Time of Performance**

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be upon the end of the required monitor period as determined later by the Consultant.

**3. Consideration**

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Reimbursement under this contract shall be based on monthly billings, supported by appropriate documentation of cost actually incurred at a rate of \$60.00 per hour plus mileage at the current IRS rate. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State of Nebraska Community Development Block Grant Program as administered by DED and is subject to those

regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

The City will be paid any and all application fees and loan closing fees collected from the loan applicants. Consultant will submit statements and will be reimbursed for costs incurred during the course of packaging the City's CDBG Reuse RLF loan applications and loan closing process. Consultant will be paid the annual service fee collected from the loan clients on all closed loans for servicing the City's CDBG Reuse RLF loans. Consultant will be reimbursed any cost above and beyond the annual service fee while servicing the City's clients.

#### 4. Records

The Consultant agrees to maintain such records and follow such procedures as may be required under OMB Circular A102 and any such procedures that the City and DED may prescribe. In general such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of three years after the final payment to the City, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

#### 5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

#### 6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

**a. Suspension.** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigate effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with these terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except;

1). Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.

2). If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.

3). In the event all or any portion of work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

**b. Termination for Cause.** If the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist:

1). The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City.

2). The consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same.

3). The consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.

**c. Termination for Other Grounds.** This contract may also be terminated in whole or in part:

1). By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination in part, that portion to be terminated.

2). If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.

3). In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

4). The City may terminate this contract at any time giving at least 10 days notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

## **7. Changes, Amendments, Modifications**

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

## **8. Personnel**

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

The Consultant shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto; provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

**10. Reports and Information**

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

**13. Compliance with Local Laws**

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

**14. Executive Order 11246\* (APPLICABLE TO CONSTRUCTION CONTRACTORS ONLY)**

**15. Title VI of the Civil Rights Act of 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**16. Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the

requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative or his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6161, et.seq.)**

The law provides that no person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)**

The law provides that no otherwise qualified individual will, solely by reason of his other handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**20. Executive Order 11246, As Amended**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

**21. Conflict of Interest**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for

themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

**22. Audits and Inspections**

The City, DED, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD.

**23. Hold Harmless**

The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of one page.

WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

**CITY OF WAYNE, NEBRASKA**

BY \_\_\_\_\_

TITLE Mayor \_\_\_\_\_

DATE \_\_\_\_\_

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT**

BY \_\_\_\_\_

TITLE Executive Director \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT 1**  
**SCOPE OF WORK**

THE CONTRACTOR WILL AS FOLLOWS:

1. Meet with prospective applicants and explain Wayne's revolving loan program.
2. Assist applicant in completing application.
3. Review application and make recommendations to the Northeast RLF Committee.
4. Attend Northeast RLF Committee meetings on behalf of the applicant.
5. Present Northeast RLF Committee recommendation at City Council meetings for approval.
6. Assist in loan closing and filing of closing documents.
7. Upon receipt of loan payments, the City will provide the Consultant this information on a monthly basis. The loan payments will be tracked utilizing the Consultant's revolving loan fund software.
8. Collect any and all late payments and/or bad debt.
9. Process any client/City requests such as:
  - Loan subordinations
  - Deeds of Reconveyance
  - Loan payoff request
  - Other request as needed
10. Prepare annual interest statement form 1098 for clients.
11. Prepare annual interest summary form 1096 for City.
12. On a quarterly basis consultant will provide the City a loan aging report for review.
13. Monitor approved projects for job creation.
14. Monitor program income.
15. Make reports to the Northeast RLF Committee and City Council as requested.
16. Distribute information about Wayne's revolving loan fund to prospective applicants.
17. Provide technical assistance to the applicant as requested.

**COMMUNITY DEVELOPMENT AGENCY  
MINUTES OF NOVEMBER 20, 2012**

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

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

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

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

The next item on the CDA agenda was to approve the minutes of the November 6, 2012, meeting.

Member Van Delden made a motion and Member Chamberlain seconded approving the minutes of the November 6, 2012, meeting. Chair Haase 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 approve the following claims: Pieper Miller Trust – Kelby Herman Incentive Loans for \$40,000, and City of Wayne — title services for \$16.66.

Member Chamberlain made a motion and Member Sturm seconded approving the claims. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to take action on the “Right of First Refusal Agreement” for Kelby Herman on Lots 26, 28, 32, 34, and 39, Western Ridge II Subdivision.

Attorney Miller advised the Council that Mr. Herman isn’t actually purchasing the lots. If someone else wants to purchase any of those particular lots in question, this would give him the right to purchase the lot or lots first.

Mayor Chamberlain stated the same stipulations would be placed on this set of lots as was placed on the first set of lots that were sold to Mr. Herman or else he does not receive the 25% discount.

Member Chamberlain made a motion, which was seconded by Member Frevert approving the Right of First Refusal Agreement for Kelby Herman on Lots 26, 28, 32, 34, and 39, Western Ridge II Subdivision, with the same expiring in 36 months. Chair Haase stated the motion, and the result of roll call being all yeas, the Chair declared the motion carried.

Member Sturm made a motion and Member Frevert seconded to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated

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

**COMMUNITY DEVELOPMENT AGENCY**

**RESOLUTION NO. 2012-8**

**RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA, RECOMENDING APPROVAL OF A REDEVELOPMENT CONTRACT**

WHEREAS, this Community Redevelopment Agency of the City of Wayne, Nebraska ("Agency"), has pursuant to Section 18-2119 of the Nebraska Community Development Law (the "Act"), solicited proposals for redevelopment of an area within the City limits of the City of Wayne; and

WHEREAS, the Agency has considered all of the redevelopment proposals and financial and legal ability of the prospective redevelopers to carry out their proposals;

WHEREAS, the Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the redevelopment contract proposal submitted in the form of the proposed redevelopment contract attached hereto;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Agency recommends the adoption and approval of the Redevelopment Plan contained in the Redevelopment Contract attached to this Resolution with MZRB Properties, LLC.
2. The Agency has conducted a cost benefit analysis of the project, provided in "Redevelopment Plan" attached to the Redevelopment Contract, and finds no adverse impact on the City, employers or taxing entities affected by the project.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012.

THE COMMUNITY DEVELOPMENT  
AGENCY OF THE CITY OF THE CITY  
OF WAYNE, NEBRASKA.

By \_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Betty A. McGuire, Secretary

## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 18<sup>th</sup> day of December, 2012, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and MZRB Properties, LLC, a limited liability company, (hereafter, 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 Agency to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and members;

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, 2007, as amended (collectively the Act), has designated an area in the City 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 desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area.

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, 2007, 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 2013 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (MZRB Properties, LLC, Project), Series 2012.

"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, clear and prepare the site for Project redevelopment pursuant to the Act, as set forth on attached Exhibit C.

"Redevelopment Contract" means this redevelopment contract between Agency and Developer dated December 18, 2012, with respect to the Project.

"Redevelopment Plan" means Exhibit B attached hereto as supplemented by this 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 Agency dated December 18, 2012, as supplemented from time to time, approving this Redevelopment Contract and providing for the issuance of the Bonds.

"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

### REPRESENTATIONS

#### Section 2.01 Representations by Agency.

Agency makes the following representations and findings:

(a) Agency is a duly organized and validly existing community Development Agency under the Act;

(b) The proposed land uses and building requirements in the Project are designed with the general purpose of accomplishing, in conformance with the general plan of development of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight;

(c) The Redevelopment Contract is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act;

(d) Based on the representations of Developer and other information provided to the Agency,

(i) the Project would not be economically feasible without the use of tax-increment

financing;

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing; and

(iii) 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 interest of the community impacted by the Project;

(e) This Redevelopment Contract (and attachments hereto) constitutes a redevelopment plan and has been duly approved and adopted by the Community Development Agency of the City pursuant to Section 18-2116 and 18-2117 of the Act;

(f) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blight and substandard conditions in the Redevelopment Area.

#### Section 2.02 Representations of Developer.

Developer makes the following representations:

(a) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Developer is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Developer contrary to the terms of any instrument or agreement.

(b) There is no litigation pending or to the best of its knowledge, threatened against Developer affecting his ability to carry out the acquisition; construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Agency, as to any other matter materially affecting the ability of Developer to perform its obligations hereunder.

(c)Developer has made a fiscal analysis of the project and specifically represents to the City and Agency that:

(i) the Project would not be economically feasible without the use of tax-increment financing, and Developer will not undertake the Project without tax-increment financing;

(ii) the Project would not occur in the Redevelopment Area and Developer will not construct the Project without the use of tax-increment financing;

### ARTICLE III

#### OBLIGATIONS OF THE AGENCY

##### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby includes in the Redevelopment Plan of the Agency a provision that any ad valorem tax on real property in the 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, 2014.

##### Section 3.02 Issuance of Series 2013 A Bonds.

Agency on or about February 1, 2013, will issue its Series 2013 A Bonds in the aggregate principal amount of approximately \$50,000.00, which shall be payable in accordance with the resolution of the Agency authorizing its issuance, bearing interest at Five percent (5.0%) per annum (Series 2013 A Bonds) . The Series 2013 A Bonds shall be limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore. Agency shall have no obligation to find a purchaser for the Series 2013 A Bonds.

##### Section 3.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency will pledge the TIF Revenues as Security for the Bonds.

##### Section 3.04 Grant of Proceeds of Bonds.

Agency will grant 100% of the proceeds from the Series 2013 A Bonds secured by a pledge of the TIF Revenues as contemplated in Section 3.02 above, to Developer for the purpose of paying Project Costs.

Section 3.05            Creation of Fund.

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 3.02 above.

Section 3.06            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 B.

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01            Construction of Project; Insurance.

Developer will acquire the site, complete the Project, pay for any site preparation of the project site, and construct an apartment building, including the installation of all equipment necessary for the operation of the apartment building, as shown on Exhibit B 1 attached hereto.

Section 4.02            Purchase of Series 2013 A Bonds.

Developer will purchase the Series 2013 A Bonds or provide for the purchase of the Series 2013 A Bonds at 100% of their par value, immediately upon issuance thereof.

Section 4.03            Grant Deed of Trust to Secure Bonds.

Developer will grant a deed of trust, if requested by the Agency, on the premises to secure the timely payment of the bonds. Such deed of trust shall be junior and inferior only to the primary lender on the project.

Section 4.04            Non Discrimination .

Developer agrees and covenants for himself, his successors and assigns that as long as

any Bonds are outstanding, he will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability marital status or receipt of public assistance in connection with the Project. Developer, for himself and his successors and assigns, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Developer will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Developer intends to, but is not specifically obligated to, create a taxable real property base attributable to the Project of \$350,000.00 no later than as of January 1, 2014. During the period that any Bonds are outstanding, Developer will (1) not protest a real estate property valuation on the Premises of \$350,000.00 or less; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent during the term that any Bonds are outstanding.

Section 4.06 Payment in Lieu of Taxes.

Developer agrees to make payments in lieu of taxes in an amount equal to the principal of and interest on the Series 2013 A Bonds as the same fall due as and to the extent not fully paid from TIF Revenues, immediately upon receipt of notice from Agency, if for any reason at any time TIF Revenues received by the Agency are not sufficient to pay principal and interest on the Series 2013 A Bonds when due. This payment in lieu of obligation may be represented by a note or other evidence of indebtedness, at the request of the Agency.

Section 4.07 Reimbursement of Costs.

Developer will reimburse the City and Agency for all costs incurred for legal expenses and costs of bond issuance regarding this contract and the Redevelopment Plan, upon approval by the City Council, in an amount not to exceed \$4,000.00.

Section 4.08 Additional Signatures.

Developer shall, upon the request of the Agency, execute such further documents and assurances contemplated by this Redevelopment Contract and all documents which Developer is required to sign as part of the transactions contemplated hereby.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Developer shall pay all Project Costs which are in excess of the amounts paid from the proceeds of the Bonds granted to Developer.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 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, including, but not limited to, proceedings to compel specific performance by the party, failing to perform or in breach of its obligations.

Section 6.02 Additional Remedies of Agency.

In the event that:

- (a) Developer, or its successor in interest, shall fail to substantially complete the

construction of the Project on or before December 31, 2013, or shall abandon construction work for any period of 90 days; or (b) Developer, or its successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof or payments in lieu of taxes pursuant to Section 4.06 when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the Agency made for such payment, such event shall be deemed a failure to perform under this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to the Developer pursuant to Section 3.04 of this Redevelopment Contract, plus interest as provided herein (the "Liquidated Damages Amount") . The Liquidated Damages Amount shall be paid by Developer to Agency within 30 days of demand from Agency.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Agency gives notice to the Developer demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Developer of its obligation to pay real estate taxes or assessments or payments in lieu of taxes with respect to the Project.

#### Section 6.03 Remedies in the Event of Other Developer Defaults.

In the event Developer fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), Developer shall be in default. In such an instance, the Agency may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission or termination of this Redevelopment Contract, and shall not be covered

by the Liquidated Damages Amount.

Section 6.04            Enforced Delay Beyond Party's Control.

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, 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 6.05            Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Except as set forth in Article VII, the sole obligation of the City under this Redevelopment Contract shall be the issuance of the TIF Indebtedness, granting the proceeds thereof to Developer, as specifically set forth in Sections 3.02. The obligation of the City on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. 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. The Developer releases the Agency and the City from, agrees that the Agency and the City shall not be liable for, and agrees to indemnify and hold the Agency and the City harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

Developer will indemnify and hold each of the Agency and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Developer, whether or not related to the Project, or resulting from or in any way connected with the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

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

#### Section 7.02 Governing Law.

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

#### Section 7.03 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



## EXHIBIT A

### DESCRIPTION OF PREMISES

#### (REDEVELOPMENT AREA)

The East ½ of Lots 10, 11, and 12 and 8 feet of vacated alley abutting thereon, Block 2, Original Town, now the City of Wayne, Wayne County, Nebraska.

## **EXHIBIT B**

### **DESCRIPTION OF PROJECT AND DEVELOPERS REDEVELOPMENT PLAN FOR MZR B PROPERTIES APARTMENT COMPLEX**

#### **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.

This redevelopment will redevelop the real estate shown on Exhibit A to the Redevelopment Contract. Developer will clear the site. This project is one that, subject to assistance from the Agency, will result in the construction of a six-plex apartment building with off street parking.

The Developer will not develop this project in the project area without the benefit of tax increment financing. The costs of site clearance and construction of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. The Developer has reviewed the economic data, including the separate costs allocable to site clearance and preparation, and have determined that it is not economically feasible to build the facility without the use of tax-increment financing. The Developer proposes that the Community Development Agency issue 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, 2014. The Developer will use the proceeds of the bond to assist in the acquisition, site clearance and construction and equipping of the buildings.

#### **THE REDEVELOPMENT PLAN:**

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates a change in current land use. Currently the real estate is unimproved.

This plan provides for a public/private partnership to provide site development of a multi family facility. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the area affected by this plan.

2. Relationship of Plan to Local objectives for improved traffic flow and public utilities in plan area: This plan contemplates no relocation of the existing street access.

3. Relationship of Plan to Local objectives for community facilities: This plan is part of a redevelopment scheme that will provide reutilization of lots that held dilapidated buildings and provide new modern multi family rental residential facility.

4. Redevelopment project boundaries: Exhibit B1 to the Redevelopment Contract shows the boundaries of the project.

5. Proposed land use plan: Exhibit B1 also shows the proposed land use plan after redevelopment.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will increase for the area based on the number of families that will be able to live in this new facility. Each apartment will have 3 bedrooms, so population density could be as high as 18 in the new facility. Building coverage will increase as shown on Exhibit B1.

7. Statement regarding change in street layouts: This Plan proposes no changes in street and utility layout.

8. Site plan after redevelopment: Exhibit B1 is an accurate site plan of the redevelopment project after redevelopment.

9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: No additional public utilities required to support the proposed use.

10. Public cost/benefit analysis: This plan requires that the Developer will own, construct and equip an apartment building. No public funds, other than the tax increment financing benefit, will be used on the structure, or to provide any of the necessary equipment.

The Developer will provide all financing for the project except that provided by the City of Wayne. TIF Bonds shall not be backed by the City or the Agency, and will only be repaid from the increased ad valorem tax stream created by the project rehabilitation, over a 15 year period commencing January 1, 2013. All ad valorem taxes currently being paid by the facility will continue to be paid to the normal taxing authorities, including the school district, the City of Wayne, and Wayne County, subject to current valuation adjustment. After the 15-year TIF period, the increased taxes will also be paid to the normal taxing authorities.

The operation of the facility will result in increased tax revenues to the City of Wayne. Each dollar spent in the community will generate sales tax which will reduce the property tax burden of community residents. This reduction in property tax demand will result without any significant increase in demand for other public services.

No employers in the redevelopment area will be impacted as there are no such employers. However, due to a labor shortage, impacted in part by affordable housing, this project will provide additional housing that may assist in the location of additional employees in the community.

The addition of these apartment units is not calculated to impose significant costs on the school district, nor other public entities.

11. Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the redevelopment project specified in the plan, namely the property described on Exhibit A to the Redevelopment Contract, 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, 2014 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.

**EXHIBIT B-1**

(Attach copy of site map)

## EXHIBIT C

(Project eligible expenses)

Site Acquisition  
Site Preparation  
Landscaping  
Utility extensions  
Parking lot

**City of Wayne  
Interoffice Memorandum**

**Date:** December 11, 2012

**To:** Mayor Chamberlain  
Wayne City Council

**From:** Joel Hansen, Staff Liaison to Planning Commission 

**Re:** Recommendation from December 3, 2012 Meeting

At their meeting held on December 3, 2012, the Wayne Planning Commission had one item for discussion; the results of that discussion are as follows:

**Discussion & Recommendation: Redevelopment Plan MZRB Properties, LLC**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Braun and seconded by Commissioner Sorensen to forward a recommendation to the City Council, for the Redevelopment Plan for MZRB Properties, LLC, with the findings of fact being, it is consistent with the Comprehensive Plan and the current and future land use maps, and staff's recommendation. Roll call vote was taken with the following: Commissioner Brogie – aye; Commissioner Sorensen – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Hill – aye; Commissioner Braun – aye; Commissioner Sweetland – aye; and Chair Melena – aye. Chair Melena declared the motion carried unanimously.

JJH:cb

**RESOLUTION NO. 2012-95**

**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 2007, 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 a Redevelopment Plan as contained in a 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 Redevelopment Plan as contained in the 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 Redevelopment Plan is hereby approved, ratified and affirmed and the Agency is hereby directed to execute the Redevelopment Contract and implement the Redevelopment Plan in accordance with the Act, with such amendments and revisions as are appropriate.

4. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property described herein, 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, 2014 as to the following described real estate, to wit:

The East ½ Lots 10, 11, and 12 and 8 feet of vacated alley abutting thereon, Block 2, Original Town, now 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 Chairman and Clerk are authorized and directed to execute and deliver, from time to time, to the County Clerk, Treasurer and Assessor, the Notice of Allocation of Taxes with the appropriate description of real estate, as established pursuant to the Redevelopment Contract and Redevelopment Plan.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012, 2013.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

# City of Wayne

Blight and Substandard Determination  
Study for Area Referred to as the

## Central Redevelopment Area

September 21, 2012

**NORTHEAST NEBRASKA**  
**Economic Development District**  
Progress Requires Direction



# *Central Wayne*

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## *Executive Summary*

The purpose of this Study is to determine if all or part of the designated study area has deteriorated and become substandard and blighted according to the Community Development Law established in Nebraska Statute 18-2102.

### **Community Development Law**

18-2102. Community Development Law; purpose. It is hereby found and declared that there exist in cities of all classes and villages of this state areas which have deteriorated and become substandard and blighted because of the unsafe, unsanitary, inadequate, or overcrowded condition of the dwellings therein, or because of inadequate planning of the area, or excessive land coverage by the buildings thereon, or the lack of proper light and air and open space, or because of the defective design and arrangement of the buildings thereon, or faulty street or lot layout, or congested traffic conditions, or economically or socially undesirable lands uses. Such conditions or a combination of some or all of them have resulted and will continue to result in making such areas economic or social liabilities harmful to the social and economic well-being of the entire communities in which they exist, needlessly increasing public expenditures, imposing onerous municipal burdens, decreasing the tax base, reducing tax revenue, substantially impairing or arresting the sound growth of municipalities, aggravating traffic problems, substantially impairing or arresting the elimination of traffic hazards and the improvement of traffic facilities, and depreciating general community-wide values. The existence of such areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency, and for the maintenance of adequate police, fire, and accident protection and other public services and facilities. These conditions are beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids herein provided. The elimination of such conditions and the acquisition and preparation of land in or necessary to the renewal of substandard and blighted areas and its sale or lease for development or redevelopment in accordance with general plans and redevelopment plans of communities and any assistance which may be given by any state public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired. The necessity in the public interest for the provisions of the Community Development Law is hereby declared to be a matter of legislative determination.

18-2103(10). Substandard areas shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or welfare.

18-2103(11). Blighted area shall mean an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe condition, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or contributes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use, and (b) in which there is at least one of the following conditions; (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) that the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred per cent of the village as blighted.

## Objective Criteria

State statute establishes a series of five quantitative or “objective” criteria. An area must meet at least one of these initial criteria.

- ***Underemployment.*** The qualifying condition is an unemployment rate in the designated area that is at least 120% of the state or national average. Block group data from the 2010 Census, as well as subsequent geographic area studies available through the Nebraska Department of Labor, were utilized to determine qualifying areas under this standard.
- ***Average age of residential or commercial units in the area.*** The qualifying condition is an average age that is at least forty (40) years old.
- ***Per capita income.*** The qualifying condition is a per capita income for the area that is lower than the average per capita income of the municipality in which the area is designated. Block group data from the 2010 Census was utilized to indicate the presence of this criterion.
- ***Population.*** The qualifying condition is that the area has had either stable or decreasing population based on the last two decennial censuses. Block group data from 1990, 2000, and 2010 was examined to indicate the presence of this criterion.

- *Unimproved land.* Compliance with this standard involved examining the corporate limits and defining areas within those limits which remain unimproved. The qualification is if more than half of the plotted and subdivided property in the area has been within the city for forty years and has remained unimproved during that time.

## **Subjective Criteria**

If an area met one of the objective qualifying requirements, it would then be subject to further review under the "Subjective Criteria" section of the statute. If one or more of these qualifiers was met, the area in question was determined to be "blighted and substandard." The subjective criteria include the following:

- A substantial number of deteriorated or deteriorating structures,
- The existence of defective or inadequate street layout,
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness,
- Unsanitary or unsafe conditions,
- Deterioration of site or other improvements,
- Diversity of ownership,
- Tax or special delinquency exceeding the fair value of the land,
- Defective or unusual conditions of title,
- Improper subdivision or obsolete platting,
- The existence of conditions which endanger life or property by fire and other causes, or
- Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

### *Study Area:*

The findings in this Study are based on analysis conducted for a location referred to as the "Central Wayne". The legal description of the area is as follows: beginning with the northwest corner of Parcel ID 450800 located in the north edge of the eastern half of North Addition Block 3, thence following the centerline of 7<sup>th</sup> Street along the northern border of North Addition Block 2 to the center of the intersection of 7<sup>th</sup> and Windom Street at the northeast corner of Parcel ID 449400; thence south along the centerline of Windom Street along the eastern edge of North Addition Block 2 to the center of the intersection of 6<sup>th</sup> and Windom Street at the southeast corner of Parcel ID 449701; thence east along the centerline of 6<sup>th</sup> Street following the northern border of East Addition Block 3 to the center of the intersection of 6<sup>th</sup> and Walnut Street at the northeast corner of Parcel ID 422700; thence south to the center of the intersection of 5<sup>th</sup> and Walnut Street at the southeast corner of Parcel ID 422800; thence west along the centerline of 5<sup>th</sup> Street to the southwestern corner of North Addition Block 7, located on the center of the intersection of 5<sup>th</sup> and Nebraska Street and adjacent to the southeastern corner of North Addition Block 6; thence south along the centerline of Nebraska Street along the eastern borders of North Addition Block 11 and Original Town addition Block 3 to the center of the intersection of 3<sup>rd</sup> and Nebraska Street at the southeast corner of Parcel ID 268800; thence west along 3<sup>rd</sup> Street to the southern alleyway entrance of Original Town Block 3 at the southwest corner of Parcel ID 268700; thence north along the centerline of the alleyway through North Addition Block 11, North Addition Block 5, and North Addition Block 3 to return to the study area's northwest corner of Parcel ID 450800.

*See Exhibit 1 for map.*

### *Findings*

#### **Documentation of Qualifying Conditions – Objective Criteria**

1) Unemployment.

Wayne County had a July 2012 unemployment rate of 4.2%. NE had an unemployment rate of 4.0% and the U.S.A. had a rate of 8.3%.

*The study area does not meet the criteria of at least 120% of the state or national average.*

- 2) Average age of residential or commercial units in the area. The qualifying condition is an average age that is at least (40) years old.

There are 3 commercial and 43 residential properties within the redevelopment area which have dates of construction listed at the Wayne County Assessors' office. The average age for the properties in the area is 89.63 years. There are also several smaller buildings in the area that did not have dates of construction listed including residential type garages, with no verifiable date of construction on file. Those buildings were not listed in developing the average age of 89.63 years.

See Exhibit 2 for table.

*The study area does meet the qualifying condition for average age.*

- 3) Per capita income.

*Per capita income data by census is not available for this specific area.*

*The study area does not meet the per capita income qualification.*

- 4) Population.

Population has increased over the past two decennial censuses for the City of Wayne. The study area does not line up with a block group to show a smaller area.

- 1990 Census: community: population-5,142
- 2000 Census: community: population-5,586
- 2010 Census: community: population-5,660

*The study area does not meet the criteria of decreasing population.*

- 5) Unimproved land

The study area has 45 properties in the boundary, with 2 vacant lots, which is not 50% of the area.

*The study area does not meet the criteria of unimproved land.*

**As a result of meeting at least one of the objective criteria, the redevelopment area is subject to further review under the "subjective criteria" section of the statute.**

## Documentation of Qualifying Conditions – Subjective Criteria

- 1) A substantial number of deteriorated or deteriorating structures.

The results of the study conclude there are a substantial number of deteriorating structures and transportation infrastructure in the redevelopment area. The inadequate provisions for ventilation, light, or sanitation are evidenced in exhibit 3, pictures.

Field analysis conducted on September 14, 2012\_determined that notable parcels within the redevelopment area have significant combination of deteriorating factors present. The field survey included a detailed evaluation of the exteriors of the structures. 23 buildings surveyed demonstrated severe effects of deterioration, including dilapidated roofing, windows, siding, foundations and porches, therefore were rated as poor or dilapidated.

During analysis, the buildings were giving a condition rating. The building conditions ratings were based on the following criteria:

**Dilapidated:** In need of more than one major repair, for example, to the roof, foundation, windows, and/or siding, etc. Severe visible damage to the foundation automatically leads to a classification of dilapidated. Usually considered to be beyond rehabilitation.

**Poor:** Had visible signs of deterioration, especially to the windows, siding, roof, and porch. Asbestos shingles/siding automatically leads to a classification of poor. Could be rehabilitated, but substantial cost would be involved.

**Fair:** Usually had one sign visible of deterioration to the windows, siding, roof, etc. Not a significant amount of damage, but some work would be required to list the building for top dollar.

**Good:** Structure had no substantial signs of deterioration. However; cosmetic flaws were visible, such as outdated fixtures or very minor paint damage. Would require very little to no cost to sell the home for top dollar.

**Excellent:** Structure shows absolutely no signs of deterioration. No cosmetic flaws were visible. Only a very small percentage of structures will fall into this category.

| Building Condition                                 | Excellent | Good       | Fair        | Poor        | Dilapidated | Vacant lots |
|--|-----------|------------|-------------|-------------|-------------|-------------|
| Total: 75  |           | 24 (32.0%) | 28 (37.33%) | 17 (22.67%) | 6 (8.0%)    | 2           |
| <u>buildings (6) rated "Dilapidated"</u>           |           |            |             |             |             |             |
| <u>buildings (23)rated "Poor" or "Dilapidated"</u> |           |            |             |             |             |             |

Of the total properties (buildings) assessed, 23 of the 75 buildings were given ratings of poor or dilapidated. This accounts for 30.67% of the total properties in the redevelopment area. There were also 2 lots which did not have a building and were not counted.

*The study area does meet the criteria of a substantial number of deteriorated or deteriorating structures.*

2) The existence of defective or inadequate street layout.

The study area street system is laid out in a rectangular method and each lot has street access.

*The study area does not meet the existence of defective or inadequate street layout criteria of blighted.*

3) Faulty lot layout in relation to size, adequacy, accessibility or usefulness.

The lot layout in the study area is adequate for residential housing.

*The study area does not meet the faulty lot layout in relation to size, adequacy, accessibility or usefulness criteria of blighted.*

4) Unsanitary or unsafe conditions.

The study area inspection revealed that unsafe conditions exist exhibited. Thirty-eight of the aging residential and commercial structures constructed were constructed prior to 1932 and are over 80 years of age. Six structures were classified as dilapidated which can have potential health and safety issues that may pose a threat to individuals.

- Based simply on the age of the properties in the study area, structural integrity, out-of-date wiring, ineffectual plumbing, outdated bathroom facilities, deficient air and heating capabilities, and improper exits/entrances (i.e., window/door escapes) are present.
- Inadequate and aging structures in the study area contain foundation, floor structure; doors/windows/fire escapes (egress/ingress) flaws. These basic building elements constitute an economic or social liability and are detrimental to public health, safety and welfare in their present condition.
- The age of the properties is also indicative of having lead based paint present. The very young, in particular, are very susceptible to the safety issues caused by lead based paint.

- In addition to inadequate structures are deteriorated sidewalks, ramps, streets, curbs and alleys located throughout the study area.

*The study area does meet the unsanitary or unsafe conditions criteria.*

- 5) Deterioration of site or other improvements.

The field survey evaluated the condition of site improvements. The property in the study area was determined to have inadequate sidewalks for pedestrian and unpaved parking for rental homes.

*The study area does meet the deterioration of site or other improvements criteria.*

- 6) Diversity of ownership.

Based on available property records, the 45 tax parcels of land in the study area are owned by 42 different property owners.

*The study area does meet the diversity of ownership criteria.*

- 7) Tax or special delinquency exceeding the fair value of the land.

The Wayne County Assessor office records did not reveal any excessive tax or special assessment.

*The study area does not meet the tax or special delinquency criteria.*

- 8) Defective or unusual conditions of title.  
No defective or unusual conditions of title were identified.

*The study area does not meet the defective or unusual conditions of title criteria.*

- 9) Improper subdivision or obsolete platting.

The configuration of antiquated narrow lots, in both residential and commercial areas, can inhibit development within the study area. The lot size and configuration is adequate for residential homes or commercial business.

*The study area does not meet the faulty lot layout in relation to size, adequacy, accessibility or usefulness criteria.*

- 10) The existence of conditions that endanger life or property by fire and other causes.

The average age of the structures in the redevelopment area is 89.63 years old with thirty-eight of the structures from 82 to 127 years of age. The existence of aged flammable materials, deteriorating electrical systems, and faulty heating systems

increases the potential threat of fire. Inadequate roofing and old wiring can also provide for dangerous conditions.

Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime and is detrimental to the public health, safety morals or welfare.

*The study area does meet the existence of conditions that endanger life or property by fire and other causes criteria.*

## **Conclusion**

The purpose of this study is to determine if all or part of the designated study area is substandard and blighted. In order to make the determination of substandard and blighted, state statute establishes a series of five quantitative or “objective” criteria that the area must meet at least one of these initial criteria. In this instance, it has been determined that the “objective” criteria of the following have been met:

- Average age of residential or commercial units in the area. The qualifying condition is an average age that is at least forty (40) years old.

If an area met one of the objective qualifying requirements, it would then be subject to further review under the “subjective criteria” section of the statute. In this instance, it has been determined that the “subjective criteria” of the following have been met:

- A substantial number of deteriorated or deteriorating structures,
- Unsanitary or unsafe conditions,
- Deterioration of site or other improvements,
- Diversity of ownership criteria,
- The existence of conditions which endanger life or property by fire and other causes, or
- Any combination of such factors that substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

Having met both objective and subjective criteria of substandard and blighted as defined by section 18-2103 (10) and 18-2103 (11) of the Nebraska Community Development Law, this study has determined that the study area is both substandard and blighted under the provisions identified and the general plan as required.

| Properties     | Av Age | Total                     | Excellent       | Good | Fair             | Poor | Dilapidated              | Vacant lot |
|----------------|--------|---------------------------|-----------------|------|------------------|------|--------------------------|------------|
| 46             | 89.63  | 75                        | 0               | 24   | 28               | 17   | 6                        |            |
| Original town  |        |                           | House Condition | Age  | Garage Condition |      | Other Building Condition | Age        |
| Blk 3          |        |                           |                 |      |                  |      |                          |            |
| 269000         |        | 320 Nebraska              | Fair            |      | 92 Good          |      |                          |            |
| 268900         |        | 314 Nebraska              | Fair            |      | 102 Fair         |      |                          |            |
| 268800         |        | 310 Nebraska              | Good            |      | 97 Fair          |      |                          |            |
| 268700         |        | 212 E 3rd                 | Good            |      | 97 Good          |      | Shed: Poor               |            |
| 268600         |        | 220 E 3rd                 | Fair            |      | 111              |      |                          |            |
| 269100         |        | 215 E 4th                 | Poor            |      | 102              |      |                          |            |
| North Addition |        |                           |                 |      |                  |      |                          |            |
| Blk 2          |        |                           |                 |      |                  |      |                          |            |
|                |        | Windom                    | Good            |      | 61               |      |                          |            |
| 449400         |        | 311 E 7th                 | Fair            |      | 97               |      |                          |            |
| 449500         |        | 308 6th                   | Poor            |      | 92               |      |                          |            |
| 449600         |        | 310 6th                   | Poor            |      |                  |      |                          |            |
| 449700         |        | 604 Windom                | Poor            |      | 97               |      |                          |            |
| 449900         |        | 620 Windom                | Good            |      | 111              |      |                          |            |
| 449701         |        | 602 Windom                | Bus: Good       |      | 14               |      |                          |            |
| Blk 3          |        |                           |                 |      |                  |      |                          |            |
| 450700         |        | 614 Nebraska              | Good            |      | 112              |      |                          |            |
| 450600         |        | 608 Nebraska              | Good            |      | 92 Fair          |      |                          |            |
| 450800         |        | House on Corner<br>7th St | Poor            |      | 2: Fair          |      |                          |            |
|                |        |                           | Good            |      | 20               |      |                          |            |
| Blk 6          |        |                           |                 |      |                  |      |                          |            |
| 452900         |        | 502 Nebraska              | Poor            |      | 92               |      | Shed-Poor                |            |
| 453200         |        | 512 Nebraska              | Fair            |      | 92 Poor          |      |                          |            |
| 453300         |        | 516 Nebraska              | Fair            |      | 92               |      |                          |            |
| 453100         |        | 508 Nebraska              | Fair            |      | 72 Dilapidated   |      |                          |            |

Blk 7

|        | House Condition  | Age         | Garage Condition | Other Building Condition    | Age |
|--------|------------------|-------------|------------------|-----------------------------|-----|
| 453500 | 521 Nebraska     | Good        | 102 Good         |                             |     |
| 453600 | 519 Nebraska     | Fair        | 112              |                             |     |
| 453700 | 515 Nebraska     | Fair        | 127              |                             |     |
| 453900 | 507 Nebraska     | Good        | 92               | Small Shed = Fair           |     |
| 454000 | 503 Nebraska     | Good        | 107 Good         |                             |     |
| 454400 | 512 Windom       | Good        | 92               |                             |     |
| 454300 | 508 Windom       | Fair        | 112 Good         |                             |     |
| 454200 | 314 E 5th        | Poor        | 112 Poor         |                             |     |
| 454500 | 321 E 6th        | Dilapidated | 92               | concrete block garage: Poor |     |
| 454100 | 320 E 5th        | Dilapidated | 92 Dilapidated   |                             |     |
|        | 5th and Nebraska | Fair        | 112 Fair         |                             |     |

Blk 11

|        |                      |             |     |            |  |
|--------|----------------------|-------------|-----|------------|--|
| 456100 | 214 E 4th            | Good        | 112 | Shed: Poor |  |
|        | Corner of 4th and NE | Fair        |     |            |  |
| 456200 | 408 Nebraska         | Fair        | 58  |            |  |
| 456300 | 414 Nebraska         | Dilapidated | 92  |            |  |
|        | Corner of 5th and NE | Dilapidated |     |            |  |
| 456400 | 215 5th              | Good        | 33  |            |  |

East Addition

Blk 3

|        |            |      |          |                  |  |
|--------|------------|------|----------|------------------|--|
| 423800 | 523 Windom | Fair | 92       |                  |  |
| 423500 | 515 Windom | Fair | 92 Fair  |                  |  |
| 423600 | 517 Windom | Fair | 92       |                  |  |
| 423400 | 511 Windom | Fair | 87       |                  |  |
| 422800 | 514 Walnut | Fair | 92 Fair  |                  |  |
| 423700 | 409 E 6th  | Good | 51       |                  |  |
| 422700 | 421 E 6th  | Good | 82 Good  |                  |  |
| 422900 | 414 E 5th  | Poor | 92       |                  |  |
| 423000 | 416 E 5th  | Fair | 35       |                  |  |
| 423100 | 420 E 5th  | Good | 82 Good  | Small Shed: Good |  |
| 423200 | 410 E 5th  | Poor | 112      |                  |  |
| 423300 | 402 E 5th  | Poor | 122 Poor |                  |  |

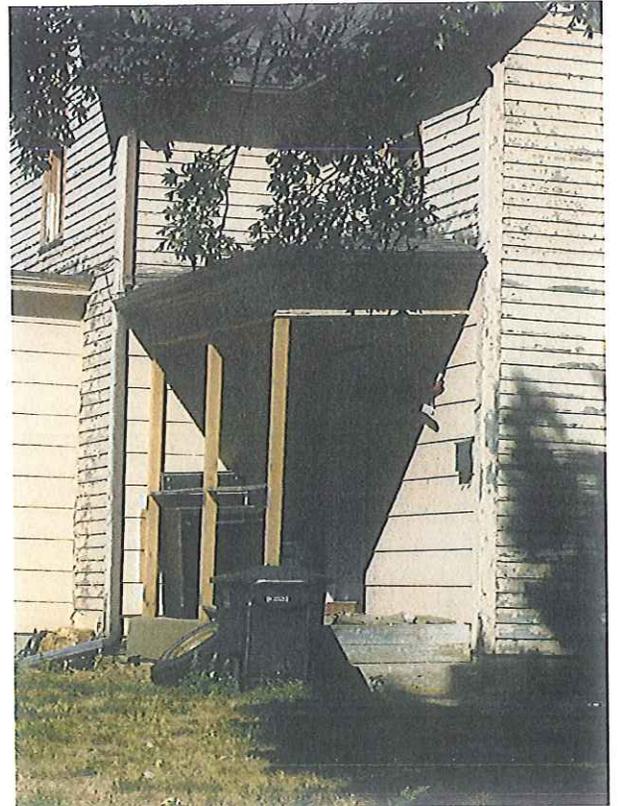
# Wayne - "Central" Redevelopment Area



- Peeling paint



- Foundation flaws



# Wayne - "Central" Redevelopment Area



- Unpaved street



# Wayne - "Central" Redevelopment Area

- Deteriorating structures



# Wayne - "Central" Redevelopment Area



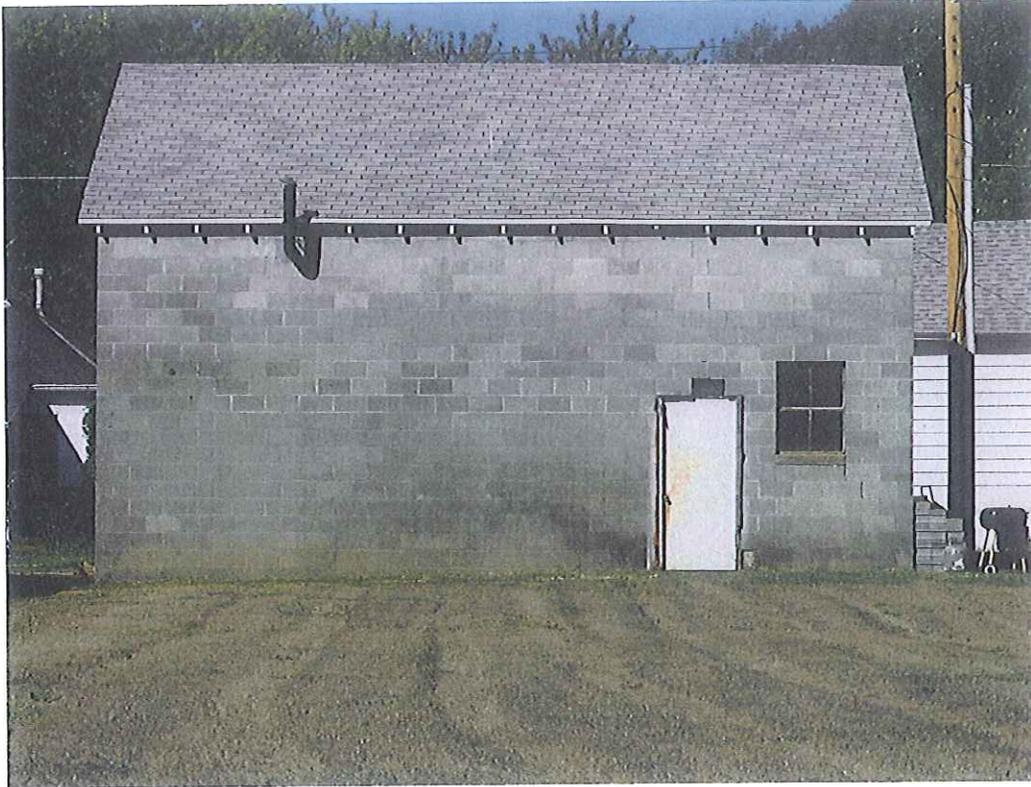
- Deteriorating structure
- Peeling paint



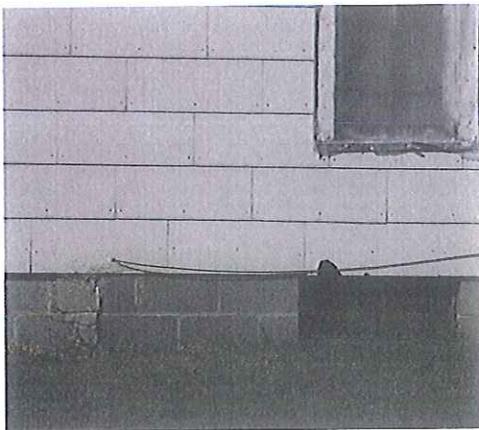
- Deterioration
- Debris
- Inefficient windows



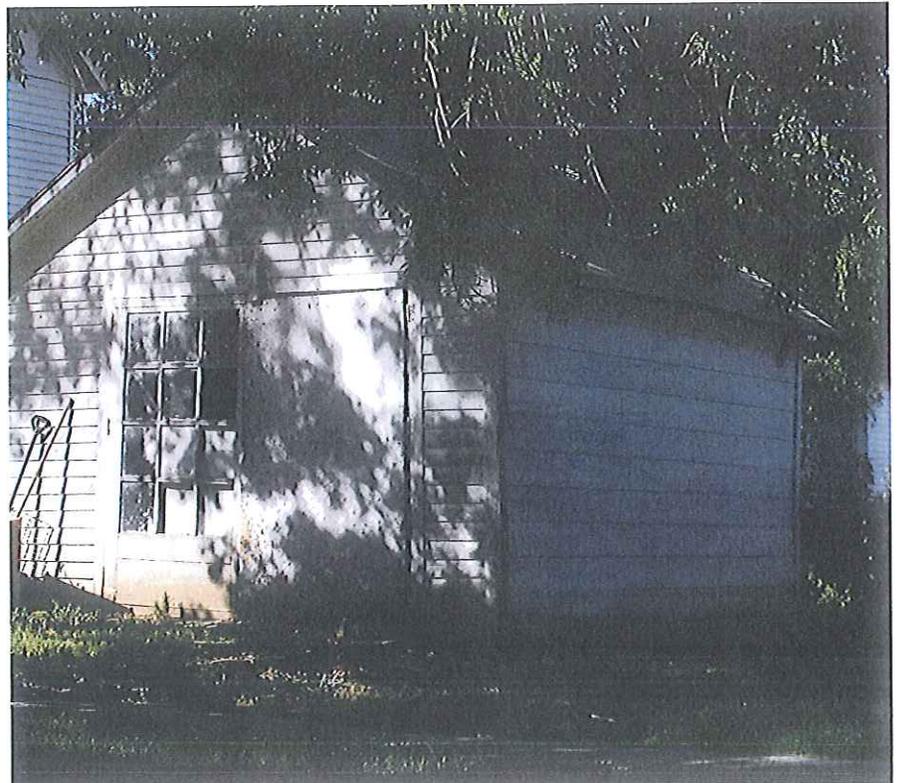
# Wayne - "Central" Redevelopment Area



- Deteriorating structure



- Deteriorating foundation
- Inefficient windows
- Unstable structures



# Wayne - "Central" Redevelopment Area



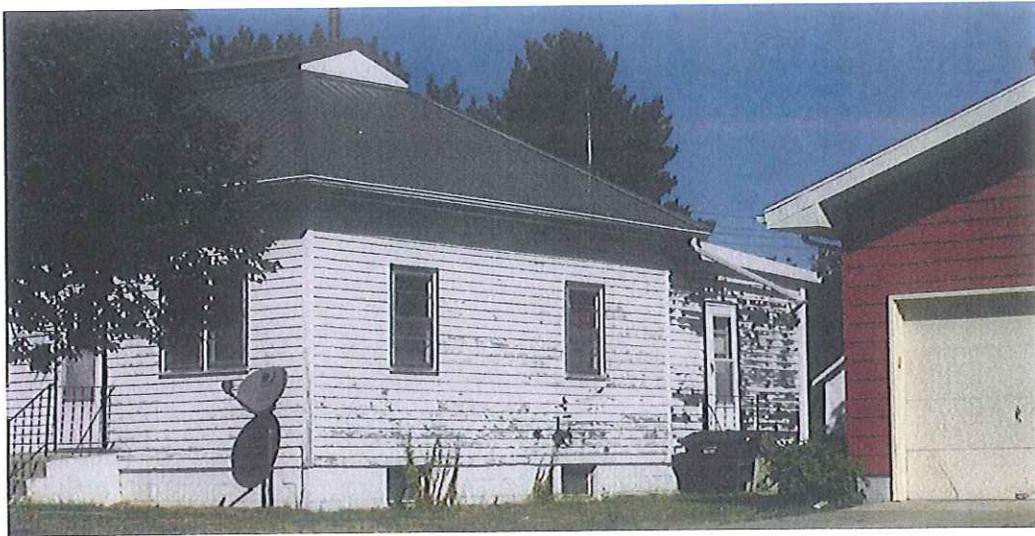
- Peeling paint
- Deteriorating foundation



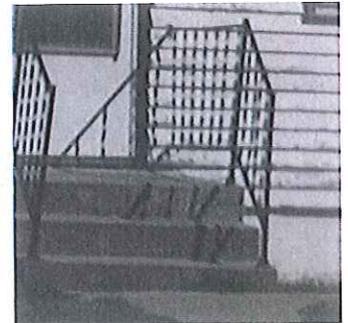
- Peeling paint
- Structure deterioration



# Wayne - "Central" Redevelopment Area



- Deteriorating structures
- Peeling paint
- Foundation flaws
- Deteriorated roof
- Unstable railing



**RESOLUTION NO. 2012-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA, MAKING FINDINGS AND DECLARING PORTIONS OF THE CITY TO BE BLIGHTED AND SUBSTANDARD PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT; ORDERING PUBLICATION OF NOTICE AND OTHER MATTERS.**

WHEREAS, it is desirable and in the public interest that the City of Wayne, Nebraska, a Municipal Corporation and City of the First Class, 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, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 19423 as amended, known as the Community Development Law, is the Urban Renewal and Redevelopment Law for the State of Nebraska and prescribes the requirements and procedures for the planning implementation of urban redevelopment projects; and

WHEREAS, the City, in accordance with the Laws of the State of Nebraska applicable to Cities of the First Class, has duly prepared and approved a general plan for the development of the City known as its Comprehensive Plan, all as required by Section 18-2110, R.R.S. 1943 as amended; and

WHEREAS, the Planning and Zoning Commission of the City has recommended that the area described in Attachment "A" be declared blighted and substandard and in need of redevelopment; and

WHEREAS, this Council has held a public hearing, after notice as required by Sections 18-2109 and 18-2115, R.R.S. 1943, as amended, and has received and duly considered evidence relating to the present condition of the areas as shown and described on Attachment "A"; and

WHEREAS, Section 18-2109 R.R.S. 1943, as amended, required that prior to the preparation by the City of a redevelopment plan for a redevelopment project, this Council as governing body of the City, by Resolution, finds and determines that the area is a substandard and a blighted area as defined in said Urban Renewal and Redevelopment Law and in need of redevelopment; and

WHEREAS, the evidence demonstrates that said area, as shown and described on Attachment "A", constitutes a substandard and blighted area as defined in said Community Development Law, which area is in need of redevelopment;

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

1. That it is hereby found and determined that the area shown and described on Attachment "A" constitutes a substandard and blighted area as defined by Section 18-2103, R.R.S., 1943, as amended, and that said area is in need of redevelopment.
2. That it is hereby found and determined that a substandard and blighted condition exists as set forth and discussed in Attachment "A", "Blight and Substandard Area Determination Study."
3. That such substandard and blighted condition is beyond the remedy and control solely by regulatory process and exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Community Development Law. The elimination of said substandard and blighted condition under the authority of the Community Development Law is found to be a public purpose and in the public interest.
4. That it is hereby found and determined that said area is an eligible site for an urban redevelopment project under the provisions of Chapter 18, Article 21, Revised Statutes of 1943, as amended.
5. That the City Clerk is directed to publish notice, according to law, inviting proposals from developers for the redevelopment of the area described on Attachment "A".
6. That the City Clerk shall refer all such proposals to the Planning and Zoning Commission of the City for their recommendation, on receipt of such proposals and publish notice of hearing thereon, as is required by the Community Development Law.

PASSED AND APPROVED this 2<sup>nd</sup> day of October, 2012.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

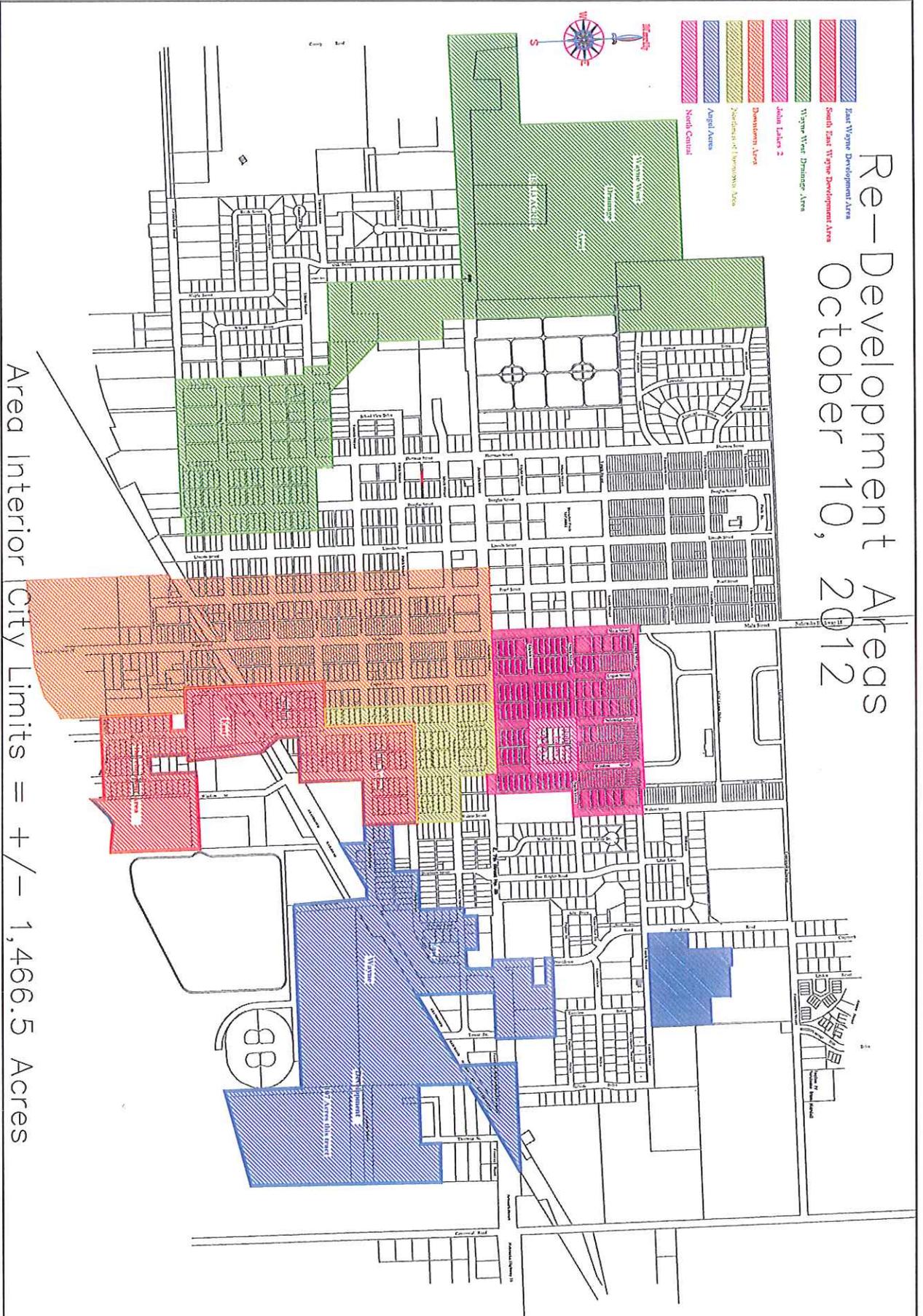
\_\_\_\_\_  
City Clerk

## EXHIBIT "A"

### CENTRAL WAYNE:

Beginning with the northwest corner of Parcel ID 450800 located in the north edge of the eastern half of North Addition Block 3, thence following the centerline of 7th Street along the northern border of North Addition Block 2 to the center of the intersection of 7th and Windom Street at the northeast corner of Parcel ID 449400; thence south along the centerline of Windom Street along the eastern edge of North Addition Block 2 to the center of the intersection of 6th and Windom Street at the southeast corner of Parcel ID 449701; thence east along the centerline of 6th Street following the northern border of East Addition Block 3 to the center of the intersection of 6th and Walnut Street at the northeast corner of Parcel ID 422700; thence south to the center of the intersection of 5th and Walnut Street at the southeast corner of Parcel ID 422800; thence west along the centerline of 5th Street to the southwestern corner of North Addition Block 7, located on the center of the intersection of 5th and Nebraska Street and adjacent to the southeastern corner of North Addition Block 6; thence south along the centerline of Nebraska Street along the eastern borders of North Addition Block 11 and Original Town addition Block 3 to the center of the intersection of 3rd and Nebraska Street at the southeast corner of Parcel ID 268800; thence west along 3rd Street to the southern alleyway entrance of Original Town Block 3 at the southwest corner of Parcel ID 268700; thence north along the centerline of the alleyway through North Addition Block 11, North Addition Block 5, and North Addition Block 3 to return to the study area's northwest corner of Parcel ID 450800.

# Re-Development Areas October 10, 2012



Area Interior City Limits = +/- 1,466.5 Acres

**RESOLUTION NO. 2012-97**

**A RESOLUTION ACCEPTING PROPOSAL AND APPROVING  
CODIFICATION AGREEMENT WITH AMERICAN LEGAL  
PUBLISHING CORPORATION FOR PROFESSIONAL SERVICES  
FOR THE RECODIFICATION OF THE CITY'S MUNICIPAL  
CODE BOOK.**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with American Legal Publishing Corporation for professional services for the recodifying the City's Municipal Code Book; and

WHEREAS, a proposal has been requested and received by staff from American Legal Publishing Corporation to begin this process; and

WHEREAS, the estimated cost for said services is \$8,550; and

WHEREAS, staff recommendation is to accept said proposal of American Legal Publishing Corporation.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Codification Agreement between the City of Wayne and American Legal Publishing Corporation for the recodification of the City's Municipal Code Book be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute an agreement, if necessary, for said professional services on behalf of the City.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



AMERICAN LEGAL

INCORPORATED

**LEAGUE OF NEBRASKA MUNICIPALITIES  
ORDINANCE SERVICES PROGRAM**

*CODE PROJECT ESTIMATE*

Date: November 14, 2012  
City: **WAYNE, NEBRASKA**  
Contact Person: Betty McGuire  
City Clerk  
306 Pearl Street  
Wayne, Nebraska 68787

The following is our estimate for a CODIFICATION PROJECT for the City of Wayne:

Estimated code size: 450 single column (or 400 double column) pages.  
Estimated cost: \$8,550 (payable over two fiscal years, upon request)  
Electronic version,  
MS Word: No charge  
Legal Review: Included  
Folio Views Search and  
Retrieval Software: \$650 (optional)  
Folio Version on Internet: \$500 annual hosting fee (optional); WAIVED first year

## CODIFICATION AGREEMENT

November 14, 2012

Whereas the League of Nebraska Municipalities ("League") has contracted with American Legal Publishing Corporation ("Publisher") to provide Codification Services to Nebraska municipalities under the supervision of the League; therefore

The City of Wayne, a municipal corporation in the State of Nebraska ("Municipality") and American Legal Publishing Corporation ("Publisher"), an Ohio corporation, agree as follows:

### I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified for conformity and conflict with existing state statutes and federal law, as well as other ordinances and resolutions. Such conflicts will be brought to the attention of the Municipal Attorney in a written report.
- (3) Suggest new provisions which the Municipality should consider including in the new code, and delete old provisions which are no longer necessary or which might be improper or unlawful.
- (4) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (5) Make changes to provide for uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (6) Prepare:
  - (a) Title, chapter, and section headings.
  - (b) A table of contents and sectional analysis for each chapter.
  - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
  - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
  - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
  - (f) Parallel Reference Tables showing:
    1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to

Code).

2. A listing of code sections based on state statutes (Statute to Code).
3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).

(g) An index (which will be created after the first draft of the Code is submitted).

- (7) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (8) Deliver to the Municipality, within 6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (9) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with IV(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (10) Deliver to the Municipality, within 3 months of receipt of the corrected draft, 10 printed copies of the Code meeting the following specifications:
  - (a) Type to be single or dual column, at the option of the Municipality
  - (b) Page size to be 8½" x 11"
  - (c) Printed on high quality paper
  - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (11) Provide a sample adopting ordinance to the Municipality.

## **II. THE MUNICIPALITY SHALL:**

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances.
- (2) After receipt of the draft of the code and legal report described in paragraph I(2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I(9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

(3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates at the time of the inclusion of these ordinances into the code.

(4) (a) Pay to the Publisher for shipping of the final code order, and as a base price, the sum of \$8,550 for its services set out in Section I, payable as follows:

Ten percent (10%) due upon acceptance of this agreement;

Fifty percent (50%) within 30 days after submission of the manuscript and invoice;

The balance 30 days after receiving and reviewing the legal report and final delivery of the printed Code books plus invoice.

(b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final code number fewer or more pages than this estimate, the base price will decrease or increase accordingly at the time of the final invoice:

| FORMAT                          | NUMBER OF PAGES | DECREASE OR INCREASE |
|---------------------------------|-----------------|----------------------|
| 8½" x 11"<br>Single-column page | 450             | \$23.00 per page     |
| 8½" x 11"<br>Dual-column page   | 400             | \$23.00 per page     |

(5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

**III. OPTIONAL SERVICES.**

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) Code Format: (Initial one only)

(a) Single-column format \_\_\_\_\_

(b) Dual-column format \_\_\_\_\_

(2) Additional Copies of Code: number of copies \_\_\_\_\_ (with binders: Yes or No) \_\_\_\_\_

The Municipality may purchase additional codes at (*circle one*:) \$60 per copy or \$45 without a binder.

(3) Five year supplemental service plan: \_\_\_\_\_

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Within 45 days, deliver to the Municipality 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.
4. If requested by the Municipality, incorporate changes in state statutes that materially affect provisions of the Code based upon such statutes and, unless otherwise directed by the Municipality, make changes in those provisions in order to bring the Code into conformity with the same.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$18.00 per reprinted single column page or \$22.00 per reprinted dual column page, plus shipping and handling.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

- (c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code on CD-ROM (word processing program): \_\_\_\_\_

At no additional charge, the Publisher will provide the code on CD-ROM in one of the following formats (*circle one*): WordPerfect or Microsoft Word compatible (formatting might be slightly different than in WordPerfect file used to create code)

(5) Subscribers Service: \_\_\_\_\_

The Publisher will operate a subscription service upon the Municipality's request as follows (minimum of 15 subscribers required):

- (a) After the Publisher determines production cost and shipping and handling charges, the Municipality has the right to set the total price of the codes for the subscribers. The difference will be credited to the Municipality's future supplement invoices.
- (b) Subscribers can be charged in advance or at time of shipment if they wish to subscribe to the supplements. The total cost for this subscription will be for a year's worth of supplements.

- (c) Subscribers of the complete code will be required to pay in advance of shipment by check or credit card.
- (d) The Publisher will incur all mailing costs for the marketing of the code. Order forms with an announcement of the codes and supplement service availability will be included in this mailing.
- (e) Any law firms, realtors, businesses, libraries or other interested parties contacted may inquire about code orders by using the Publisher's toll-free number.
- (f) The Publisher will print subscribers' orders as needed, and will not require the Municipality to either pre-purchase copies or store extra copies.

(6) Pamphlets:

- (a) Pamphlets, sized for 8½" x 11" copy, containing component parts of a Code, with a cardstock cover, may be ordered: (*circle desired topic and insert number of copies*):

|                               |                   |       |
|-------------------------------|-------------------|-------|
| Charter                       | # of copies _____ | _____ |
| Traffic/General Offenses Code | # of copies _____ | _____ |
| Zoning Code                   | # of copies _____ | _____ |
| Subdivision                   | # of copies _____ | _____ |
| All Land Use Regulations      | # of copies _____ | _____ |
| Other _____                   | # of copies _____ | _____ |

(b) Cost:

|                                |                             |
|--------------------------------|-----------------------------|
| 1-50 copies of pamphlet        | — 7½ cents per printed page |
| 51-99 copies of pamphlet       | — 7 cents per printed page  |
| 100 or more copies of pamphlet | — 6½ cents per printed page |

- (c) Optional 3-ring pamphlet binders (\$6 each) \_\_\_\_\_
- (d) Pocket sized pamphlets are available at rates to be agreed upon.

(7) Folio VIEWS Search and Retrieval program:

- (a) The Publisher shall provide the Municipality's code in the Folio format on CD-ROM with complete instructions and one copy of a manual for \$650. \_\_\_\_\_

(b) Additional Licenses and CDs:

Additional network licenses (one-time fee of \$50 each) \_\_\_\_\_

# \_\_\_\_\_ of additional licenses

Additional CD's (\$60 each; \$10 to receive updated CD in future) \_\_\_\_\_

# \_\_\_\_\_ of CD's

(c) Future Supplements of Folio Code (cost is in addition to editing charge for printed pages): \_\_\_\_\_

- Annual update: \$195 includes up to 100 pages
- Six month updates: \$150 for each 6 month period; includes up to 75 pages each update
- Quarterly updates: \$100 for each quarter, includes up to 50 pages each update
- Excess pages charged at \$1.95 each

(assumes Folio update is in conjunction with update to printed supplement; special pricing to be provided if Folio is updated more often than the printed book)

(d) Optional On-Site Installation & Training \_\_\_\_\_  
at \$595/day + Travel Expenses.

(e) Code on the Internet (after Folio conversion) at \$500 per year. \_\_\_\_\_  
\*FEE WAIVED FIRST YEAR; fee may increase by 5% per year in future years

(f) Access and Search other codes on American Legal Publishing's Website No charge

**IV. TRANSMITTAL AS OFFER.**

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by March 31, 2013, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

City of Wayne, Nebraska

American Legal Publishing Corporation

By \_\_\_\_\_

By Stephen G. Wolf

Title \_\_\_\_\_

Title Stephen G. Wolf, President

Date \_\_\_\_\_

Date 11/14/12

**RESOLUTION NO. 2012-98**

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

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

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

1. Net Monthly Customer Service Charge

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

2. Net Monthly Commodity, Use Rate per Thousand Gallons

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

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

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

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

BE IT FURTHER RESOLVED that this Resolution shall take effect and be in force from and after its passage, approval, and posting as required by law, and the rates provided herein shall be applicable to all services used after meters are read for billing purposes in January, 2012.

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

ORDINANCE NO. 2012-60

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, BY AMENDING SECTION 90-710(c) PARKING OR DRIVEWAY SURFACES, INTERIOR OF THE LOT BY; AND BY ADDING SUBPARAGRAPH (f) DESIGN STANDARDS FOR PARKING LOTS; 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 90, Article VIII, Section 90-710(c) of the Wayne Municipal Code is amended as follows:

**Sec. 90-710. Parking regulations.**

(a) *Parking, storage or use of recreational equipment.* All recreational equipment shall be parked behind the building line except for a period not to exceed seventy-two (72) consecutive hours for purposes of loading and unloading. The building line of a residential dwelling on a corner lot fronts the street that the dwelling is addressed to. No recreational equipment shall be used for living, sleeping, or housekeeping purposes in excess of 30 days in a 60-day period when parked or stored on a residential lot or on any location not approved for such use.

Council may consider granting a waiver upon individual application for recreational equipment in parking spaces existing prior to the passage and approval of this ordinance and based upon the parking surface and the distance from the street in connection with traffic hazards.

(b) *Minimum off-street parking and loading requirements.* Off-street motor vehicle parking and loading space shall be provided on any lot on which any of the indicated structures and uses are hereafter established. **These requirements are thus only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as listed in the "Schedule of Minimum Off-Street Parking and Loading Requirements" in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition.** Such space as defined in section 90-9 shall be provided with vehicular access to a street or an alley. A required loading space shall include a ten-foot by 50-foot space with a minimum of 14 feet of height clearance. The loading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Minimum off-street parking and loading requirements, which shall be applicable in all zoning districts to the structures and uses indicated, shall be set forth in the following schedule of minimum off-street parking and loading requirements. If minimum off-street parking required in the schedule cannot be reasonably provided on the same lot on which the principal structure or use is conducted in the opinion of the board of adjustment, the board may permit such space to be provided on other off-street property, provided that such space lies within 400 feet of the entrance to such principal structure or use.

TABLE INSET:

| Structures and Uses   | Minimum Off-Street Parking Regulations                              | Minimum Off-Street Loading Requirements |
|---|---|---|
| Bed and Breakfast Guest Home  | 1 space per 2 rental guests rooms                                   | None                                    |
| Bowling Alleys  | 4 spaces per alley  | 1 space per establishment               |
| Child Care Centers  | 1 space per employee  | 1 space per 10 children                 |
| Churches, Synagogues and Temples  | 1 space per 4 seats in main unit of worship                         | None required                           |
| Domestic Shelters   | 1 space for every 4 residents plus 1 space per 2 employees          | None required                           |
| Eating and Drinking Places  | Parking spaces equal to 30% of capacity in persons                  | 2 spaces per establishment              |
| Education Uses  | Parking spaces equal to 40% of capacity in students                 | 2 spaces per structure                  |
| Education Uses, Nursery and Primary   | Parking spaces equal to 20% of capacity in students                 | 2 spaces per structure                  |
| Funeral Homes and Chapels   | 8 spaces per reposeing room   | 2 spaces per establishment              |
| Hospitals   | 1 space per 2 beds  | 3 spaces per structure                  |
| Hotels  | 1 space per 2 rental units  | 1 space per establishment               |
| Industrial Uses   | 1 space per 2 employees on largest shift                            | 2 spaces per establishment              |
| Libraries   | 1 space per 500 square feet floor area                              | 1 space per structure                   |
| Medical Clinics   | 5 spaces per staff, doctor or dentist                               | None required                           |
| Mobile Home Park  | 2 spaces per dwelling unit  | None required                           |
| Motels  | 1 space per rental unit   | None required                           |
| Private Clubs and Lodges  | 1 space per 500 square feet floor area                              | 1 space per establishment               |
| Residential Structures ( <del>multiple multi-family &amp; townhouse</del> ) | <del>1-1/2</del> 1 space per <del>dwelling unit</del> sleeping room | None required                           |
| Residential Structures (single-family & two-family)                         | 2 spaces per dwelling unit  | None required                           |
| Retail Sales Establishment  | 1 space per 200 square feet gross floor area                        | 1 space per establishment               |
| Roadside Stands   | 4 spaces per establishment  | None required                           |
| Sanitariums, Rest Home Service, Convalescent                                | 1 space per 3 beds, plus 1 space per employee                       | 1 space per establishment               |
| Service Establishment   | 1 space per 200 square feet gross floor area                        | 1 space per establishment               |
| Theaters, Auditoriums, Places of Assembly                                   | 1 space per 5 people in design capacity                             | 1 space per establishment               |
| Veterinary Establishment  | 3 spaces per staff doctor   | None required                           |

|                                       |  |                            |
|---------------------------------------|--|----------------------------|
| Wholesale and Distribution Operations | 1 space per 2 employees on largest shift | 2 spaces per establishment |
|---------------------------------------|--|----------------------------|

(c) *Parking or driveway surfaces.* This code section shall only apply within the corporate limits of the City of Wayne. Parking or driveway surfaces on the city terrace or front yard interior of the lot in all residential zoning districts and all residential uses in all other zoning districts except A-1 and A-2, shall be material other than dirt, grass or weeds. All residential type dwellings shall use no more than 50% of the front yard including terrace area for parking. All lots with more than one frontage i.e. corner lots, shall conform to the above 50% requirement to be determined by front yard area as identified by street address. Existing hard surfaced parking areas exceeding 50% of the front yard area on June 15, 2006 shall be exempt from the 50% area limitation provided they comply with Sec. 90-710, paragraph (c).

***Terrace***

1. Parking or driveway surface shall only be on concrete or hot mix asphalt.
2. Parking or driveway surface shall be a minimum of five and a half (5½) inches thick and shall include the intersecting sidewalks to the same depth.
3. Parking or driveway surface shall have the curb ground or sawed out the entire parking or drive-way width.

Exception: When proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.

4. Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be an 8' X 20' rectangle.
5. Terrace parking shall not interfere with the intersection site triangle of this code.
6. Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.
7. Terrace parking and driveway surfaces shall be excavated a minimum of four (4) inches deeper than the surrounding terrain or unpaved surface.
8. Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of twelve (12) inches wide the entire width of the parking surface or driveway.
9. Parking or driveway surfaces shall be placed on a minimum of two (2) inches of compacted sand or gravel material.
10. Proposed parking or driveway surface's property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

### *Interior of the Lot*

1. Parking or drive surface's interior of the property shall be material other than dirt, grass or weeds, as identified below:
  - a. concrete
  - b. asphalt
  - c. bricks
  - d. concrete pavers
  - e. aggregate (but not pea gravel, road gravel, sand or other aggregates symmetrical or round in nature less than 1½" in diameter)
  - f. fractured concrete
  - g. cinders
  - h. all of the above materials (except a and b above) shall be contained within a suitable barrier of sufficient height e.g. (landscape timber, railroad ties, landscaping blocks, lumber, but excluding tires) that retain the material, and shall conform to the abutting surface topography, sufficiently anchored to resist movement, and must retain the parking surface material from spreading into the street alleys, or abutting vegetative areas.
  - i. no weeds, grass, or other vegetation shall be allowed within the defined area of parking or driveway surfaces.

Entire parking or driveway surface shall be evenly surfaced or covered so that at no time is the underlying dirt visible.

(d) Any new single family type residential dwellings built after June 15, 2006 shall have all driveway areas and parking areas constructed of asphalt or concrete.

(e) All driveway entries from the paved street shall have the curb ground or removed and a drive surface installed to the front property line.

(f) *Design Standards for Parking Lots*

For purposes of this section:

Permanent parking surfaces shall be defined as any of the four surfaces allowed in subparagraph Surfacing this section.

Non-permanent parking surfaces shall be defined as any surface other than bare dirt, grass, or weeds but is aggregate in nature, i.e., crushed limestone, red granite, crushed concrete, slag, or other material that cannot be displaced or easily moved by storm water run-off, and shall be conditionally approved for a specified time period by the Zoning Administrator.

### *Drainage*

All permanent parking lots shall be designed to develop proper site drainage. Proper site drainage is required to dispose of all stormwater that is accumulated on the site.

If a new permanent parking lot containing 6,000 square feet or more is located within 150 feet or reasonably accessible to a storm sewer or other drainageway, including open channels and creeks, but excluding gutters, the following standards shall apply.

The permanent parking lot must be graded and surfaced such that stormwater runoff from the site is collected on the site by a parking lot drainage system and carried to an approved public storm sewer system, and not allowed to discharge through the driveway entrances and exits onto the public way. Proposed finish elevation of the parking lot must be indicated on appropriate plans.

All parking lots shall be graded as to eliminate standing water on site to reduce or eliminate the silt run off from the lot onto the street or into the public storm water conveyance system. Non-permanent parking surfaces shall only be allowed that do not cause silt or other debris to travel onto the street or into the public storm water conveyance system, providing that no vegetation growth occurs interior of parking surface, i.e., weeds or other volunteer growth.

### ***Parking Barriers***

(a) *Required.* Approved parking barriers must be provided around parking lots to prevent the parking of vehicles overhanging the sidewalk space, public alley, or other public property and adjacent residential property. Approved barriers are also required as necessary to protect any required landscaping or landscape screen planting.

(b) *Approved barriers.* Approved barriers include the following type barriers. Other barriers may be approved, subject to the approval of the city.

- (1) Poured concrete curb – nominal six inches by six inches exposed.
- (2) Fence (minimum 30-inch height) – wire fabric, solid wood, post and rail.
- (3) Masonry or concrete wall (minimum 30-inch height).
- (4) Guard rail.
- (5) Post and cable.
- (6) Precast concrete barriers, firmly and permanently anchored.

(c) *Location.* Barriers must be located to contain the parking within the approved parking lot. When a concrete curb is used as a barrier for perpendicular or angle parking, it must be offset at least two feet from the edge of the parking lot to allow for the front overhang of the vehicle. Other type barriers may be located at the edge of the parking lot.

### ***Parking Layout and Markings***

The developer shall submit to the city for review and approval a detailed and accurately scaled parking lot layout, clearly showing the location of parking spaces and aisles, all conforming to city standards. Upon construction of the parking lot, the parking spaces must be marked on the parking lot surface according to city standards to the extent that those spaces are

required in connection with a development. Spaces not required for a development need not be marked, or may be marked to lesser standards. Handicapped parking stalls required by state statutes shall be designed and signed per ADA Standards.

*Surfacing*

All permanent parking lots shall be surfaced with one of the following minimum cross sections:

- (1) Five inches of class A Portland cement concrete.
- (2) Six inches of asphaltic concrete.
- (3) Four inches of aggregate, i.e., crushed rock, crushed concrete, slag, or other material that cannot be displaced or easily moved by storm water run-off.
- (4) Paving bricks or blocks, subject to the approval of the city.

The non-permanent parking lot may be surfaced as approved by the city, and shall be maintained in a dust free condition. It should be noted that the above alternatives are designed only to serve as minimum standards. In situations where moderate to heavy truck loads are anticipated, the structural load capacity of the surfacing should be analyzed and designed accordingly. In such instances, a thicker or reinforced section may be desirable.

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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

ORDINANCE NO. 2012-61

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE CHAPTER 78, ARTICLE III, PARKING, BY ADDING SECTION 78-143 RESTRICTED PARKING FROM 7:00 A.M. TO 9:00 A.M., MONDAY THROUGH FRIDAY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. Section 78-143 of the City of Wayne Municipal Code is hereby amended as follows:

**Sec. 78-143. Restricted Parking from 7:00 a.m. to 9:00 a.m., Monday through Friday.**

(a) No person shall, at any time, park a vehicle between the hours of 7:00 a.m. and 9:00 a.m., Monday through Friday, upon any of the following streets:

(1) The west side of the centerline of Douglas Street from the south line of West Fourth Street to the north line of West Third Street.

**(2) The north side of the centerline of Third Street from the west line of Sherman Street to the east line of Douglas Street.**

(b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

Section 2. Any other ordinance or parts of ordinance in conflict herewith are repealed.

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

PASSED AND APPROVED THIS \_\_\_\_ day of December, 2012.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2012-62**

**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78 BY ADDING ARTICLE VII. TO ALLOW THE OPERATION OF ALL TERRAIN VEHICLES AND UTILITY-TYPE VEHICLES WITHIN THE CORPORATE LIMITS UNDER CERTAIN CIRCUMSTANCES; TO IMPOSE RESTRICTIONS ON THE USE OF ALL-TERRAIN VEHICLES AND UTILITY-TYPE VEHICLES; TO ESTABLISH PENALTIES FOR VIOLATION; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.**

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

Section 1. A new Section **78, Article VII**, is added to the Municipal Code of Wayne, Nebraska, as follows:

Sec. 78-290 Definitions

(1) For purposes of this section:

(a) All-terrain vehicle means any motorized off-highway vehicle which (a) is fifty inches or less in width, (b) has a dry weight of nine hundred pounds or less, (c) travels on four or more low-pressure tires, (d) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger, (e) has a seat or saddle designed to be straddled by the operator, and (f) has handlebars or any other steering assembly for steering control.

(Neb. Rev. Stat. 60-6,355)

(b) Street or highway means the entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(Neb. Rev. Stat. 60-624)

(c) (i) Utility-type vehicle means any motorized off-highway vehicle which (A) is not less than forty-eight inches nor more than seventy-four inches in width, (B) is not more than one hundred thirty-five inches, including the bumper, in length, (C) has a dry weight of not less than nine hundred pounds nor more than two thousand pounds, (D) travels on four or more low-pressure tires, and (E) is equipped with a steering wheel and bench or bucket-type seating designed for at least two people to sit side-by-side.

(ii) Utility-type vehicle does not include golf carts or low-speed vehicles.

(Neb. Rev. Stat. 60-6,355)

Sec. 78- Operation on Streets

(2) An all-terrain vehicle and a utility-type vehicle may be operated on streets within the corporate limits of the city/village only if the operator and the vehicle comply with the provisions of this section.

#### Sec. 78- Hours of Operation

(3) An all-terrain vehicle or a utility-type vehicle may be operated only between the hours of sunrise and sunset and shall not be operated at a speed in excess of thirty miles per hour. When operating an all-terrain vehicle or an utility-type vehicle as authorized in subsection (2) of this section, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

#### Sec. 78- Requirements

(4) Any person operating an all-terrain vehicle or a utility-type vehicle as authorized in subsection (2) of this section shall have:

- (a) A valid Class O operator's license or a farm permit as provided in Neb. Rev. Stat. 60-4,126; and
- (b) Liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating the all-terrain vehicle or a utility-type vehicle on a street or highway. The person operating the all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

#### Sec. 78- Exceptions

(5) All-terrain vehicles and utility-type vehicles may be operated without complying with subsections (3) and (4) of this section on streets and highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state.

(6) An all-terrain vehicle or an utility-type vehicle shall not be operated on any Nebraska State Highway within the city limits of Wayne, except as provided in Paragraph (8).

(7) All ATVs and UTVs are to abide by the state statutes pertaining to the operation of vehicles on roadway's within the state.

#### Sec. 78- Crossing Sate Highways

(8) Subject to subsection (6) of this section, the crossing of a state highway shall be permitted by an all-terrain vehicle or an utility-type vehicle only if:

- (a) The crossing is made at an angle of approximately ninety degrees to the direction of state highway and at a place where no obstruction prevents a quick and safe crossing;
- (b) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the state highway;
- (c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;
- (d) Both the headlight and taillight of the vehicle are on when the crossing is made.

(Neb. Rev. Stat. 60-6,356)

Sec. 78- Additional Requirements.

- (a) The vehicle must be licensed with the City of Wayne and display a city approved, reflective license plate with numbers and/or letters 4 inches high, prominently and clearly displayed on the rear of the vehicle;
- (b) The vehicle must be re-licensed once every 12 months;**
- (c) A person may renew his or her annual license up to thirty days prior to the license's date of expiration;**
- (d) Any operator operating an ATV or Utility Vehicle must stop immediately when signaled to do so by a law enforcement officer;
- (e) The operator must sign a written acknowledgement of the terms of this Ordinance and complete a safety program approved by the City of Wayne;
- (f) The operator must wear a protective helmet that meets the motorcycle helmet standards of the State of Nebraska;
- (g) The operator must be at least 19 years of age; and
- (h) No operator shall permit any passengers to ride on ATVs which are not specifically designed by the manufacturer to carry passengers.

Section 2. Section 1-9 of the City Code of Wayne, Nebraska, is amended as follows “...such violation of any such provision of this Code or any ordinance shall be punishable by a fine not exceeding \$500 .... except for Section 78, Article VII, which, for a first offense, shall be punishable by a \$100 fine, which may be paid by waiver. If such person has one prior conviction within one year of the second offense, conviction of the second offense shall be punishable by a \$100 fine, and the operator’s City of Wayne ATV/utility vehicle license shall be impounded for one year from the date of conviction. Penalties for subsequent convictions are not waiverable.

“Prior conviction within one year” shall be measured by the time that passes from the date of conviction of the prior offense to the date of offense for the subsequent offense.

Section 3. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance, and in conflict with its provisions, is repealed.

Section 4. This ordinance shall take effect and be in full force on January 26, 2012, after its passage, approval, and publication as required by law, **and shall remain in effect indefinitely.**

PASSED AND APPROVED this 18<sup>th</sup> day of December, 2012.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



December 10, 2012

Lowell Johnson  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

RE: Benscoter Addition – Phase 1 Paving Improvements  
Wayne, NE  
OA Project No. 010-0065

Dear Mr. Johnson,

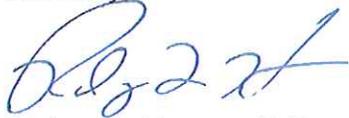
The following are Olsson Associates' (OA) recommendations for closing out the Benscoter Addition – Phase 1 Paving Improvements. See attached draft change order which reflect OA's recommendations. The numbers below correlate to the numbers in the pay applications and draft change orders.

- 1x. Re-Mobilization  
Delays in the project required the paving contractor, Sioux City Engineering (SCE), to pull off the job site and return to complete the paving. Returning to complete the project caused addition mobilization costs.
3. Earthwork for Paving  
Adjustments to the profile grades were made after SCE completed the subgrade preparation. The profile was raised 2' between stations 101+50 – 103+50. The adjustment is a 31% increase to the quantity.
4. Earthwork for Storm Water Detention  
Storm water detention area south of hotel was not completed by SCE. The adjustment is a 46% decrease to the quantity.
5. Fly Ash  
Adjustments to the profile grades were made after SCE completed the subgrade preparation. The profile was raised 2' between stations 101+50 – 103+50. The adjustment is a 45 ton increase to the quantity.
7. Remove Pavement  
An additional 19' of pavement at the connection on Dearborn was removed and a driveway on Dearborn was additional quantity.
- 8x. 7" Concrete Pavement w/ Integral Curb  
This item includes additional quantity on Dearborn and adjustments based on field measurements.

9. 6" Concrete Trail  
This item is a decrease in quantity based on field measurements.
10. 4" Concrete Sidewalk  
This item is a decrease in quantity on the north side of 4<sup>th</sup> Street and based on field measurements.
11. Detectable Warning  
This item is a decrease in quantity. Detectable warnings at the intersection of Jaxon and Tomar were removed from the SCE contract.
12. Delay  
SCE experienced delays during the project beyond their control.
13. Curb Cut Adjustment  
Curb cuts at Jaxon and Tomar need to be relocated. City will complete this work and deduct from SCE contract.

If you have any questions, please feel free to contact me at [rhanson@oaconsulting.com](mailto:rhanson@oaconsulting.com) or 402.494.3059.

Sincerely,



Rodney L. Hanson, P.E.  
Olsson Associates



1707 Dakota Ave., South Sioux City, NE 68776

**CHANGE ORDER NO. 2 (FINAL)**

**PROJECT:** Benscoter Addition - Phase 1 Paving and Utility Improvements      **DATE OF ISSUANCE:** December 18, 2012  
**CONTRACTOR:** Sioux City Engineering Company      **OA PROJECT NO.:** 009-0821  
**CONTRACT DATE:** October 5, 2010      **AMOUNT OF ORIGINAL CONTRACT:** \$281,734.00

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

See Attached Sheet

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

|   |              |
|---|--------------|
| Contract Price Prior to This Change Order .....               | \$309,162.15 |
| Net Increase / Decrease Resulting from this Change Order..... | \$7,310.98   |
| Current Contract Price Including this Change Order .....      | \$316,473.13 |

The Above Change Order Accepted:

Sioux City Engineering Company  
Contractor

OLSSON ASSOCIATES  
Consulting Engineer

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

By: \_\_\_\_\_  
Rodney L. Hanson

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The Above Change Order Approved:

City of Wayne  
Owner

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

Date: \_\_\_\_\_





1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 3 (Final)

Date of Issuance: December 18, 2012

Project No. 009-0821

Project: Benscoter Addition - Phase 1 Paving

Contractor: Sioux City Engineering Company

| DETAILED ESTIMATE |             |            |
|-------------------|-------------|------------|
| Description       | Unit Prices | Extensions |
| See Attached      |             |            |

**PLEASE REMIT PAYMENT TO: Sioux City Engineering Company**

Value of Work Completed: \$316,473.13

|                         |              |
|-------------------------|--------------|
| Original Contract Cost: | \$281,734.00 |
| Approved Change Orders: |              |
| No. 1                   | \$27,428.15  |
| No. 2                   | \$7,010.78   |
| No.                     | \$0.00       |
| No.                     | \$0.00       |
| No.                     | \$0.00       |
| Total Contract Cost:    | \$316,172.93 |

|  |              |
|--|--------------|
| Value of completed work .....                | \$316,473.13 |
| Less retained percentage ( 0 %) .....        | \$0.00       |
| Net amount due including this estimate ..... | \$316,473.13 |

Less: Estimates previously approved:

|       |              |       |        |
|-------|--------------|-------|--------|
| No. 1 | \$135,616.41 | No. 6 | \$0.00 |
| No. 2 | \$132,081.10 | 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: \$267,697.51

**NET AMOUNT DUE THIS ESTIMATE: \$48,775.62**

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: Sioux City Engineering Company  
Project File

**OLSSON ASSOCIATES**

By

| No. | Description                           | Unit | Plan Quantity | Unit Price \$ | Contract Price \$ | Quantities Completed | Total Amount Completed | 100% Due Contractor | 0% Retainage | Amt. Paid Prev. Est. | Total Due This Est. |  |
|-----|---------------------------------------|------|---------------|---------------|-------------------|----------------------|------------------------|---------------------|--------------|----------------------|---------------------|--|
|     | Bid Section "A" - Paving Improvements |      |               |               |                   |                      |                        |                     |              |                      |                     |  |
| 1   | MOBILIZATION                          | LS   | 1             | \$12,850.00   | \$12,850.00       | 1                    | \$12,850.00            | \$12,850.00         | \$0.00       | \$11,565.00          | \$1,285.00          |  |
| 1x  | IRE-MOBILIZATION                      | LS   | 1             | \$3,500.00    | \$3,500.00        | 1                    | \$3,500.00             | \$3,500.00          | \$0.00       | \$0.00               | \$3,500.00          |  |
| 2   | CLEARING AND GRUBBING                 | LS   | 1             | \$787.50      | \$787.50          | 1                    | \$787.50               | \$787.50            | \$0.00       | \$708.75             | \$78.75             |  |
| 3   | EARTHWORK FOR PAVING                  | LS   | 1.31          | \$8,648.50    | \$11,329.54       | 1.31                 | \$11,329.54            | \$11,329.54         | \$0.00       | \$7,783.66           | \$3,545.89          |  |
| 4   | EARTHWORK FOR STORM WATER DETENTION   | LS   | 0.54          | \$11,441.75   | \$6,178.55        | 0.54                 | \$6,178.55             | \$6,178.55          | \$0.00       | \$5,148.79           | \$1,029.76          |  |
| 5   | FLYASH                                | TN   | 515           | \$75.05       | \$38,650.75       | 515                  | \$38,650.75            | \$38,650.75         | \$0.00       | \$31,746.15          | \$6,904.60          |  |
| 6   | TRAFFIC CONTROL                       | LS   | 1             | \$787.50      | \$787.50          | 1                    | \$787.50               | \$787.50            | \$0.00       | \$708.75             | \$78.75             |  |
| 7   | REMOVE PAVEMENT                       | SY   | 1249          | \$6.30        | \$7,868.70        | 1249                 | \$7,868.70             | \$7,868.70          | \$0.00       | \$6,412.77           | \$1,455.93          |  |
| 8   | 6" CONCRETE PAVEMENT W/ INTEGRAL CURB | SY   | 3313          | \$27.80       | \$92,101.40       | 3313                 | \$92,101.40            | \$92,101.40         | \$0.00       | \$82,831.26          | \$9,270.14          |  |
| 8x  | 7" CONCRETE PAVEMENT W/ INTEGRAL CURB | SY   | 3694          | \$31.20       | \$115,252.80      | 3694                 | \$115,252.80           | \$115,252.80        | \$0.00       | \$99,992.88          | \$15,259.92         |  |
| 9   | 6" CONCRETE TRAIL                     | SY   | 99            | \$29.80       | \$2,960.10        | 99                   | \$2,960.10             | \$2,960.10          | \$0.00       | \$2,664.09           | \$296.01            |  |
| 10  | 4" CONCRETE SIDEWALK                  | SY   | 389           | \$34.20       | \$13,303.80       | 389                  | \$13,303.80            | \$13,303.80         | \$0.00       | \$11,973.42          | \$1,330.38          |  |
| 11  | DETECTABLE SIDEWALK                   | SF   | 126           | \$56.50       | \$7,119.00        | 126                  | \$7,119.00             | \$7,119.00          | \$0.00       | \$6,102.00           | \$1,017.00          |  |
| 12  | DELAY                                 | HR   | 8             | \$535.00      | \$4,280.00        | 8                    | \$4,280.00             | \$4,280.00          | \$0.00       | \$0.00               | \$4,280.00          |  |
| 13  | CURB CUT ADJUSTMENT                   | LS   | 1             | -\$496.50     | -\$496.50         | 1                    | -\$496.50              | -\$496.50           | \$0.00       | \$0.00               | -\$496.50           |  |
|     | TOTAL Bid Section "A"                 |      |               |               | \$316,473.13      |                      | \$316,473.13           | \$316,473.13        | \$0.00       | \$267,697.51         | \$48,775.62         |  |

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Airport Authority Meeting 9-10-12

Open at 1900

Members present Todd Luedeke, Jerry Conradt, Mitch Nissen. Also attending the meeting were Nancy Braden Treasurer, Dawn Navrkal, Tom Becker FBO & Airport Manager, Karma Schulte and Dave Zach

Minutes approved from last meeting, Jerry 1st Todd 2nd, all in favor

Claims approved, Todd 1st Jerry 2nd, all in favor

New Business

Cap Petersen spoke to Board on liability of the Airport Authority and Liability of those renting hangers

Discussion on types of insurance for renters and liability assumed by all parties.

Motion by Jerry Todd 2nd to continue with new lease and ins requirements by jan 1. All leases to be due jan 1 with insurance and other requirements listed.

Possible extra meeting to agree on what leases should contain prior to Jan 1, discussion only on this item. Will be posted per open meeting act when date and time agreed to by members

Hangerkeepers policy of 1 mil for \$400 per year, fees past on to renters Jerry 1st Todd 2nd, all in favor

Budget Hearing

Budget open 1955

Budget closed at 2001

2012-2013 Budget approved, Todd 1st Jerry 2nd, all in favor

Airport Authority discussion on hiring attorney for Airport Business only

Todd will discuss with Kyle Dahl and get back to Mitch on discussion. Board approves if Mitch approves, Kyle may begin services now, then annually with contract renewing on jan 1

Todd 1st Jerry 2nd, all in favor

Compaction issues concerning New Building Project. If OCC can remain 10% under bid on the aggregate versus fly ash and meet Engineers requirements Board will approve aggregate versus fly ash. Jerry 1st Todd 2nd, all in favor

Garage Doors

Travis G to proceed with project based on time and materials with liability ins per city requirements

Project will include framing for Two 12x16 doors and openers and relocate one walk through door

Jerry 1st Todd 2nd, all in favor

Discussion on Minimum Standards for Airport Operation, may be further discussed at possible future meeting as stated above with other items.

Managers Report

"The airport is looking very appropriate with all the work the past 2 years, the Wayne community will have a really nice Airport layout when the maintenance hanger and Pilot Lounge is finished"

Some light parts for taxi way and runways need to be special ordered, Manager will take care of special order parts and have installed.

Adjournment

Jerry 1st Todd 2nd, all in favor

WAYNE MUNICIPAL AIRPORT AUTHORITY

October 8, 2012

7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport's Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerome Conradt, Todd Luedeke and Carl Rump. Also attending the meeting were Nancy Braden, Treasurer, Dawn Navrkal, Tom Becker, FBO, Karma Schulte, Dave Zach, Kyle Dahl, attorney, Tom Trumble from Olsson Associates, Travis Kauth from CHS Agronomy, and Travis Griffith from Handy Man Services.

Conradt moved and Rump 2nd to accept the Minutes of the Sept 10, 2012 meeting Roll was called with all voting in the affirmative. The Chairman declared the motion carried.

Conradt moved and Rump 2nd to accept the claims of Oct 8, 2012. Roll was called with all voting in the affirmative. The Chairman declared the motion carried.

New Business:

Conradt moved and Rump 2nd to approve the CHS Agronomy request to lease the current administration building. This is to be a short term lease beginning in January 2013 and continuing until the completion of the new hanger, at \$400 per month. All voting in the affirmative, the motion carried.

After discussion, it was agreed to hold a special work session for board members on one of the following dates: Oct 19, Oct 26, or Nov 2. Topics will include the following: the FBO agreement, minimum standards for the airport, Aerial applicators agreements, and modifications to the hanger lease agreements.

Travis Griffith gave an update on hanger door and house repairs. Luedeke moved and Conradt 2nd to accept Option B for the hanger door project for an estimated cost of \$4710.24. Luedeke moved and Conradt 2nd to approve the cost of time and materials for the house repair. This would include Carpet replacement, replacement of the light fixture in the bedroom, a new toilet and shower and a ceiling fan. Roll was called with all voting in the affirmative. The Chairman declared the motion carried.

Old Business:

Luedeke moved and Conradt 2nd to approve the payment request on the runway renovation project minus \$10,000.

Tom Trumble provided an update on the hanger project which is scheduled to begin on Oct 10. The Beacon tower will need to be relocated before actual construction of the hanger can begin.

Nancy Braden suggested that members review the Minimum Standards for Airports before the work session scheduled for later.

The Dobson-Release of Funds was discussed further.

Airport Managers Comments:

Discussion items included the snow plow equipment on the tractor,

Airport Managers Comments (Cont)

repairs necessary on the seal for the bi-fold doors in the main hanger, (Travis Griffith will investigate), and the conversion of the PAPI Lights to a pilot activation system, with a separate controller on each end of the runway.

Adjourn:

There being no further business, Luedeke moved and Conradt 2nd that the meeting be adjourned. All voting in the affirmative, the meeting was adjourned at 8:20 P.M.

Carl Rump  
Acting Secretary

WAYNE MUNICIPAL AIRPORT AUTHORITY

October 19, 2012

2:00 p.m.

The special meeting of the Airport Authority of the City of Wayne was called to order at the Wayne City Council Chambers at 306 on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerry Conradt and Todd Luedeke and David Ley. Also attending the meeting were Nancy Braden, Dawn Navrkal, Kyle Dahl, Tom Becker, Karma Schulte, Dave Zach, Clay Bode and Travis Griffith.

Luedeke moved and Conradt 2<sup>nd</sup> to accept the claim from Travis Griffith for repair on the house at the Airport. Roll was called with the following results: Yeas: Luedeke, Conradt and Nissen. Nays: None. The Chairman declared the motion carried.

The worksession requiring the attention of the Authority were agreements and leases. Options were discussed and the Attorney will make changes to said leases.

Conradt moved and Ley 2<sup>nd</sup> that the meeting recess until November 2, 2012 at 2 p.m.

Dawn Navrkal

WAYNE MUNICIPAL AIRPORT AUTHORITY

November 2, 2012

2:00 p.m.

The special meeting of the Airport Authority of the City of Wayne was reconvened at the Wayne City Council Chambers at 306 Pearl Street on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Jerry Conradt and Todd Luedeke and Carl Rump. Also attending the meeting were Nancy Braden, Dawn Navrkal, Kyle Dahl, Tom Becker, Karma Schulte, Dave Zach and Norman Slama.

Luedeke moved and Conradt 2<sup>nd</sup> to accept the claim from Travis Griffith for repair on the house at the Airport. Roll was called with the following results: Yeas: Luedeke, Conradt, Rump and Nissen. Nays: None. The Chairman declared the motion carried.

Luedeke moved and Conradt 2<sup>nd</sup> approved the quotes for rewiring to Klein Electric and the 95% furnace to Zach's Plumbing & Heating. Any bathroom repairs over \$8,000 needs to come back to the board for approval.

Luedeke will work with the College on receiving a bid to update the current Office Terminal.

The work session requiring the attention of the Authority was Leases and Minimum Standards. Options were discussed and Rump and Luedeke will work with the Attorney will make changes to said Minimum Standards.

There being no further business Conradt moved and Luedeke 2<sup>nd</sup> that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

Dawn Navrkal

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WAYNE MUNICIPAL AIRPORT AUTHORITY

November 12, 2012

7:00 P.M.

The regular meeting of the Airport Authority of the City of Wayne was called to order at the Wayne Municipal Airport Pilots Lounge on the above date and time by Chairman Mitchell Nissen. The following members were present: Mitchell Nissen, Carl Rump, Jerome Conradt, Todd Luedeke and David Ley. Also, attending the meeting were Nancy Braden Treasurer, Tom Becker FBO & Airport Manager, Karma Schulte, Kyle Dahl Airport Authority Attorney, Clay Bode, Norman Slama, Terry Meyer and Dave Zach.

Conradt moved and Luedeke 2<sup>nd</sup> to accept the Minutes of regular meeting October 8 and special meetings of October 19 and November 2, 2012. Roll was called with the following results: Yeas: Nissen, Rump, Luedeke, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Luedeke 2<sup>nd</sup> to accept the Claims as of November 12, 2012. Roll was called with the following results: Yeas: Nissen, Rump, Luedeke, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Ley moved and Luedeke 2<sup>nd</sup> to mail out the revised hanger lease to all present Lessees for their comments before acting on the lease before next meeting. Roll was called with the following results: Yeas: Nissen, Rump, Luedeke, Conradt and Ley. Nays: None. The Chairman declared the motion carried.

Other matters requiring the attention of the Authority were discussed and it was determined that no further formal action was needed.

There being no further business Ley moved and Luedeke 2<sup>nd</sup> that the meeting be adjourned. All voting in the affirmative the meeting was adjourned.

David R. Ley  
Secretary