

**AGENDA
CITY COUNCIL MEETING
May 21, 2013**

1. [Approval of Minutes – May 7, 2013 and May 14, 2013](#)
2. [Approval of Claims](#)
3. [Action on Claim filed by Dick Soden in the Amount of \\$7,073.02 Regarding Sewer Problems on 700 Pine Heights Road](#)

Background: This claim is for part of the work done to replace and reroute the residential sewer service line that Mr. Soden believes was damaged during the construction of the 7th Street project in 1997 when the Nebraska Department of Roads widened Highway 35 through Wayne.

Recommendation: This claim has been submitted to the City's insurance carrier for review, and my recommendation is to table Council action on this claim, pending a decision by our insurance carrier.

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.

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.

4. [Presentation by Nebraska Public Power District Regarding Contract Negotiations — Pat Pope, CEO NPPD](#)

Background: NPPD is planning for major capital projects and asking wholesale customers to sign new 25-year contracts by the end of this year to show a guaranteed future revenue source to secure the best interest rate possible. We still have 10 years left on our current 20-year contract with NPPD, and the new 25-year contracts would extend to 2039.

Recommendation: The recommendation of Lowell Johnson City Administrator, Gene Hansen, Superintendent of Electric Production, and Mike Towne, the City's electric utility rate consultant, is to perform the necessary due diligence of reviewing the new competing options now available with Nebraska joining the Southwest Power Pool transmission system that will open up access to a much larger power supply beginning in 2014.

5. [Public Hearing: To Consider the Planning Commission's recommendations in regard to Amending Section 90-710 Parking Regulations \(Advertised Time: 5:30 p.m.\)](#)
6. [Ordinance 2013-29: Amending Sec. 90-710 Parking Regulations](#)

Background: City code requires off-street parking for various structures and uses. In the past, City staff has allowed the terrace area to be utilized to meet these

requirements. However, the code, as currently written, requires those spaces to be provided on the lot. Different sections of the City code define streets differently. This amendment will allow the terrace to be used to provide required parking, limit corner lots to only use one terrace for parking rather than both, and exempt non-residential uses in the downtown area from the parking requirements.

Recommendation: The recommendation of the Planning Commission is to amend 90-710 Parking Regulations to allow the terrace to be used for required parking, place restrictions on terrace parking on corner lots after May 1, 2013, and to exempt non-residential uses from the off-street parking and loading requirements in the B-2 District.

7. [Ordinance 2013-32: Amending Wayne Municipal Code Section 1-2 Definitions and Rules of Construction](#)

Background: This amendment clarifies the City Code General Definitions in regard to Agenda Item No. 6 Parking Regulations

Recommendation: The recommendation of Joel Hansen, Street Superintendent, is to approve the ordinance as written.

8. **Public Hearing:** [Application to Apply for Community Development Block Grant \(CDBG\) Funds to Conduct a Needs Assessment/Comprehensive Revitalization Strategy for Targeted Areas of the City \(Advertised Time: 5:30 p.m.\)](#)

Background: This grant project is similar to the downtown revitalization project that we completed a few years ago that resulted in improvements to downtown businesses, ADA access and sidewalks on the side streets.

The Comprehensive Investment & Stabilization (CIS) Category is to provide flexible investments in Nebraska communities that will contribute to the stabilization, revitalization, or redevelopment of housing and infrastructure.

The grants are for municipalities with a population of less than 20,000 and 5,000 or greater. If awarded, the project will be carried out in two phases. First a pre-development phase which will result in the completion of a well defined multi-year Comprehensive Investment & Stabilization pre-development study. The maximum is a \$10,000 grant with a 25% match. The pre-development phase addresses neighborhoods or community wide initiatives principally benefiting low-and moderate income persons.

Recommendation: The recommendation of Finance Director Nancy Braden is to approve the following Resolution authorizing the Mayor to sign the application for CDBG funds.

9. [Resolution 2013-46: Authorizing Chief Elected Official to Sign an Application for CDBG Funds](#)

10. [Recess](#)

a. [Convene as Community Development Agency](#)

- b. [Approve Minutes – May 7, 2013](#)
- c. [Claims](#)
- d. [Consideration and Adoption of CDA Res. 2013-8 Recommending Approval of a Redevelopment Contract \(Western Ridge, a Partnership\)](#)

Background: This is a request by the developers of the property for \$97,000 in TIF financing to assist with the cost of site preparation, water, sewer and paving installation on a new development site on the north side of Highway 35, east of Glen's Body Shop. A new retail building will be constructed at this site, requiring a new highway intersection, and water, sewer and paving extensions.

In January, the City Council passed a resolution of intent to negotiate a TIF Redevelopment Contract with Tipton Holdings, Inc., for the construction of this project. The contract before you for consideration is for the same project, but the agreement will be with the local property owners and not with Tipton Holdings.

Recommendation: Tax Increment Financing is a determination of the elected officials on a project-by-project basis.

- e. [Action to Re-Price Lots 41 through 46, Western Ridge Subdivision – These are the lots that the CDA, at their May 7th meeting, approved to combine that are located in the Bressler Court cul-de-sac](#)
- f. [Action to Amend the Western Ridge Planned Unit Development Guidelines](#)

Background: Since Phase III of the CDA's Western Ridge Subdivision has been paved, we need to amend the building requirements to include Phase III therein.

Recommendation: The recommendation of Finance Director Nancy Braden is to include Phase III in these guidelines and to strike portions of the same that are no longer in effect.

- g. [Adjourn CDA and Reconvene as Council](#)

- 11. [Public Hearing: Redevelopment Plan/Contract of Western Ridge, a Partnership \(Advertised Time: 5:30 p.m.\)](#)

Background: This TIF agreement requires action by both the CDA and the City Council to approve. It is a request by the developers of the property for \$97,000 in TIF financing to assist with the cost of site preparation, water, sewer and paving installation on a new development site on the north side of Highway 35, east of Glen's Body Shop. A new retail building will be constructed at this site requiring a new highway intersection, and water, sewer and paving extensions. In January, the City Council passed a resolution of intent to negotiate a TIF Redevelopment Contract with Tipton Holdings, Inc. for the construction of this project. The contract before you

for consideration is for the same project, but the contract will be with the property owners and not with Tipton Holdings.

Recommendation: Tax Increment Financing is a determination of the elected officials on a project-by-project basis.

12. [Resolution 2013-47: Approving a Redevelopment Plan/Contract with Western Ridge, a Partnership](#)

13. [Resolution 2013-32: Amending Housing Construction Loan Incentives for Builders](#)

Background: This Resolution was tabled at the last meeting pending additional information that might be available. Information about the HERS Index is attached and additional information is available online at www.resnet.us/hers-index.

Recommendation: At the May 7th Council meeting, the recommendation of Progressive Properties, a local home energy efficiency rating service, was to use a HERS rating of 66 in the Resolution for single-family homes only. A home built to achieve a HERS rating of 66 would use 34% less total energy than a normal home constructed only to meet the minimum Uniform Building Code standards. Other local builders consulted believe a HERS rating of 66 would be reasonable to attain and provide a short-term return on the cost.

Since the Resolution was just tabled at the last meeting, no changes were made to it. Council will need to determine the HERS rating or any other changes they would like have in the Resolution and so state that in their motion approving the same.

14. [Resolution 2013-43: Accepting Bid and Awarding Contract on the Demolition and Removal of the Structure Located at 111 Fairgrounds Avenue](#)

Background: Two bids were received for the demolition of this building that has been condemned for demolition. Up until the time the contractor moves in to start the work, the owner still can remove this building as approved by the District Court at his own cost. The costs to us to demolish will be billed to the property owner. The bids received were from: Milo Meyer Construction - \$9,880 and Robert Woehler & Sons Construction - \$14,499.

(Due to the fact that there was not enough Councilmembers present to approve this at the last meeting (two were absent, one vacancy, one abstention), the same is being brought back for your consideration.)

Recommendation: The recommendation of Joel Hansen, Building Inspector, is to accept the low bid.

15. [Resolution 2013-48: Accepting Bid and Awarding Contract on the Purchase of a Mower for the Water/Wastewater Department](#)

Background: City employees currently mow approximately 35 acres of grass in parks, highway right-of-ways, the lagoon area, and other city property. Our mowing equipment is well maintained by our shop crew, and we keep mowers about

10 years before replacing them. \$15,000 for mower replacement is in our current budget. We received bids for three mowers. A summary from Garry Poutre, Superintendent of Public Works & Utilities, of the bids received is attached.

Recommendation: The recommendation of Garry is to accept the bid of \$10,575 from Grossenburg Implement.

16. Resolution 2013-49: Accepting Short Form of Agreement between the City of Wayne and Advanced Consulting Engineering Services for Design and Construction Phase Services for the Intersection & Turning Lanes at 10th & Main Street - \$18,250

Background: This Agreement would provide the design, submittal to NDOR, and construction engineering services to add turning lanes at 10th and Main to the Tenth Street Project.

Recommendation: The recommendation of Lowell Johnson, City Administrator, and Joel Hansen, Street Superintendent, is to approve this agreement for engineering services

17. Ordinance 2013-28: Amending Wayne Municipal Code by Adding Article V – Poultry

Background: This Ordinance was tabled at the May 7th meeting. The draft ordinance to allow keeping of poultry in the city limits was prepared for your review by our city attorney office and provides definitions and conditions of approval and enforcement.

Recommendation: This action is a choice of the elected officials, and we have no staff recommendation at this time.

18. Ordinance 2013-30: Amending Wayne Municipal Code Section 78-10 Stop Sign Locations; West of Main Street, North of 7th Street (Fairacres Road & Sherman Street and Westwood Road and Sherman Street)

Background: A request was received for a stop sign to control east bound traffic at this intersection. When we receive a request for a stop sign, we send it through street and police department review for hazards and accident history, etc. The accident record at this intersection doesn't justify a stop sign, but a hazard because of seasonal swimming pool pedestrian traffic.

Recommendation: There is no recommendation from staff.

19. Ordinance 2013-31: Amending Wayne Municipal Code Section 78-13 Stop Sign Locations; West of Main Street, South of 7th Street (Nathan Drive)

Background: A request was received for a stop sign to control east bound traffic at this intersection. When we receive a request for a stop sign, we send it through street and police department review for hazards and accident history, etc. The

accident record at this intersection doesn't justify a stop sign, but the view to the south is more restricted.

Recommendation: There is no recommendation from staff.

20. Action on Job Description for Dispatch Supervisor

Background: This will update and clarify Council approval of this position in the Police Department.

Recommendation: The recommendation of Marlen Chinn, Chief of Police, is to approve the position and the job description.

21. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Planning Commission Meeting Minutes – April 1, 2013](#)

[Planning Commission Special Meeting Minutes – April 8, 2013](#)

May 7, 2013

The Wayne City Council met in regular session at City Hall on Tuesday, May 7, 2013, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Jon Haase, Nick Muir, Jennifer Sievers and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Dale Alexander and Kaki Ley; and one vacancy.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 25, 2013, 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 Brodersen, whereas, the Clerk has prepared copies of the Minutes of the meeting of April 16, 2013, 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, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: 4IMPRINT, SU, 278.62; ALMQUIST, MALTZAHN, SE, 19000.00; AMAZON.COM, SU, 548.64; AMERICAN BROADBAND, SE, 2427.10; AMERITAS, SE, 4059.62; APPEARA, SE, 305.07; ARNIE'S FORD-MERCURY, SU, 923.87; AS CENTRAL SERVICES, SE, 448.00; ATCO INTERNATIONAL, SU, 55.20; BANK FIRST, FE, 270.00; CITY EMPLOYEE, RE, 160.21; BIG T ENTERPRISES, SU, 168.73; BLACK HILLS ENERGY, SE, 830.64; BLUE CROSS BLUE SHIELD, SE, 24234.52; BOMGAARS, SU, 483.96; CITY EMPLOYEE, RE, 350.87; CITY EMPLOYEE, RE, 112.00; BROWN SUPPLY, SU, 21.83; CITY EMPLOYEE, RE,

22.15; CENTURLINK, SE, 310.93; CHEMQUEST, SE, 595.00; CHRIS WOehler, RE, 612.00; CITIZENS STATE BANK, RE, 210000.00; CITY OF NORFOLK, SE, 204.21; CITY OF PONCA, RE, 12671.97; CITY OF WAYNE, RE, 300.00; CITY OF WAYNE, RE, 900.00; CITY OF WAYNE, RE, 15.00; CITY OF WAYNE, PY, 121974.71; CITY OF WEST POINT, RE, 18393.96; CITY OF WISNER, RE, 1915.20; CLASSEN FABRICATION, SU, 1461.00; COMMUNITY HEALTH, RE, 8.00; DAHL LAW OFFICE, SE, 377.00; CITY EMPLOYEE, RE, 5.75; DANKO EMERGENCY EQUIPMENT, SU, 198.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 106.64; DGR & ASSOCIATES, SE, 360.00; DIGITAL ALLY, SU, 1185.00; CITY EMPLOYEE, RE, 60.74; DUGAN BUSINESS FORMS, SU, 711.25; DUTTON-LAINSON, SU, 1705.33; EAKES OFFICE PLUS, SU, 49.44; ECHO GROUP, SU, 316.08; EGAN SUPPLY, SU, 144.12; ELECTRIC FIXTURE, SU, 273.41; ELECTRONIC ENGINEERING, SE, 95.00; ELECTRONIC RECYCLERS, SE, 3625.20; EMBASSY SUITE, SE, 372.00; ENVIRONMENTAL SERVICES, SE, 366.00; FIRST CONCORD GROUP, SE, 3701.94; FLOOR MAINTENANCE, SU, 200.90; FLOW CONTROL, SU, 1545.12; FREDRICKSON OIL, SU, 17.70; GEOCOMM, SE, 1890.00; GERHOLD CONCRETE, SU, 101.88; GILL HAULING, SE, 155.00; GREAT DANE, RE, 36780.00; GROSSENBURG IMPLEMENT, SU, 1.02; HASEMANN FUNERAL HOME, RE, 500.00; HD SUPPLY WATERWORKS, SU, 1703.66; CITY EMPLOYEE, RE, 66.74; HEIDI CLAUSSEN, SU, 99.00; HEIKES AUTOMOTIVE, SE, 357.23; HERITAGE MANUFACTURING, RE, 745.00; HEWLETT-PACKARD, SU, 242.99; HUBER TECHNOLOGY, SU, 1733.00; ICMA, SE, 12698.84; IRS, TX, 45617.60; JANWAY COMPANY, SU, 245.50; JEO CONSULTING GROUP, SE, 1225.00; JOHN'S WELDING AND TOOL, SE, 8.42; JOHNSON HARDWARE, SU, 265.49; CITY EMPLOYEE, RE, 1762.41; KARI BALDWIN, RE, 500.00; KEVIN ENDORF, SU, 11.95; KNIFE RIVER MIDWEST, SU, 866.20; KNOEPFLER CHEVROLET, SU, 74.16; KRIZ-DAVIS, SU, 1243.93; LOVE SIGNS, SE, 577.64; MARCO, SE, 1449.92; CITY EMPLOYEE, RE, 9.91; MZRB LLC, RE, 50000.00; CITY EMPLOYEE, RE, 39.00; NE AIR FILTER, SU, 42.24; NE COLORADO CELLULAR, SE, 459.99; NE DEPT OF REVENUE, TX, 6451.37; NE DEPT OF ROADS, FE, 500.00; NE EXPRESSWAYS, SE, 883.44; NE PUBLIC HEALTH, SE, 330.00; NHHS, SE, 600.00; N.E. NE AMERICAN RED CROSS, RE, 88.86; NNPPD, SE, 3940.00; NWOD, FE, 10.00; OLSSON ASSOCIATES, SE, 1547.79; OVERDRIVE, INC., SU, 12.49; OVERHEAD DOOR COMPANY, SE, 97.50; PAC N SAVE, SU, 102.28; CITY EMPLOYEE, RE, 288.31; PIEPER & MILLER, SE, 9591.00; POLLARD PUMPING, SE, 270.00; PONCA RURAL FIRE BOARD, RE, 3032.40; PUSH-PEDAL-PULL, SU, 508.10; QUALITY 1 GRAPHICS, SU, 170.00; QUALITY FOODS, SU, 99.98; QUILL, SU, 1316.70; SCOTT HASEMANN, RE, 500.00; STADIUM SPORTING GOODS, SU, 754.50; STATE NATIONAL BANK, SE, 58.56; STATE NATIONAL BANK, RE, 49750.00; STATE NATIONAL BANK, RE, 987.28; STEFFEN INC., SU, 28.74; TODD VALLEY FARMS, SU, 1296.00; TONI HYTREK, SE, 600.00; UNITED WAY, RE, 18.60; UTILITIES SECTION, FE, 30.00; VERIZON, SE, 321.70; VILLAGE OF WINSIDE, RE, 4053.58; WEST PAYMENT CENTER, SU, 247.56; ALL NATIVE OFFICE, SU, 89.58; AMERICAN BROADBAND, RE, 114.10; APPEARA, SE, 77.60; BIG T ENTERPRISES, SU, 96.95; CITY EMPLOYEE, RE, 122.51; CHARTWELLS, SE, 4974.90; CITY OF WAYNE, RE, 100.00; CITY OF

WAYNE, RE, 5541.00; COPY WRITE, SU, 373.89; CITY EMPLOYEE, RE, 69.23; DEMCO, SU, 101.23; DUTTON-LAINSON, SU, 164.41; EASYPERMIT POSTAGE, SU, 2707.85; ELECTRIC FIXTURE, SU, 199.31; FIVE STAR ENTERPRISES, SU, 7.60; FLOOR MAINTENANCE, SU, 198.82; GROSSENBURG IMPLEMENT, SU, 112.63; CITY EMPLOYEE, RE, 433.12; IMLA, FE, 480.00; INGRAM BOOK, SU, 551.08; IRS, TX, 918.00; JASON CAROLLO, SE, 35.00; CITY EMPLOYEE, RE, 1182.17; KRIZ-DAVIS, SU, 399.01; KTCH, SE, 1667.00; LANGEMEIER, WAYNE, RE, 78.79; LIFETIME PRODUCTS, SU, 1179.35; LORDAR INC, SU, 48.90; MIDLAND EQUIPMENT, SU, 149.50; MIDWEST LABORATORIES, SE, 413.10; MIDWEST TAPE, SU, 761.78; MURPHY TRACTOR & EQUIPMENT, SU, 243.42; NIVAN HORNIK, SU, 11.00; NNPPD, SE, 13024.70; OMAHA WORLD-HERALD, SU 760.24; ONE CALL CONCEPTS, SE, 41.10; OSCAR CAILLAS, SE, 850.00; R.S. STOVER, SU, 225.75; RANDOM HOUSE, SU, 130.00; SIOUXLAND TURF PRODUCTS, SU, 2759.50; SKARSHAUG TESTING LAB, SE, 138.72; TAK, INC, SE, 84.00; UNO, FE, 223.00; US BANK, SE, 5,614.61; VOSS LIGHTING, SU, 2900.32; WASTECAP NEBRASKA, SU, 62.90; WAED, RE, 7383.33; WAYNE COMMUNITY SCHOOLS, RE, 4518.50; WAYNE COUNTY CLERK, SE, 184.00; WAYNE GREENHOUSE, SE, 18.50; WAYNE HERALD, SE, 2304.35; WAYNE VETERINARY CLINIC, SE, 154.00; WESCO, SU, 2841.04; ZACH HEATING & COOLING, SU, 15.00; ZACH OIL COMPANY, SU, 6472.10

Councilmember Brodersen made a motion, which was seconded by Councilmember Muir, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who was absent, the Mayor declared the motion carried.

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

Garry Poutre, Supt. of Public Works & Utilities, updated the Council on the 10th Street, Main to Windom Street Improvement Project.

Discussion took place again on Resolution 2013-32 – Amending Housing Construction Loan Incentives for Builders. The same was tabled from the last meeting.

Kelby Herman was present to explain the “HERS” rating. In his opinion, a rating of .66 is a fair number. This is 34% more efficient than what is required by code. If the HERS rating would be in the 50’s, you would need to install a geo-thermal heating system, which would totally negate the effectiveness of the City’s program. He advised that the HERS rating score should be set so quality and energy efficient structures are being built, but not set too low where it is cost prohibitive.

Mr. Herman told the Council he could provide them examples of a standard 1500 sq. ft. house with electric and with gas and then he would give them the HERS index before the next meeting if they would like that. He thought a HERS rating of .66 or .67 is probably the most realistic. A HERS rating of .62 is encouraging people to use natural gas, and a HERS rating of .62, in most instances, would not allow your multi-family builders to utilize the incentive. He recommended setting the HERS rating at .66 and then reviewing it after six months. He then suggested setting the HERS rating for single-family homes at .62 and for multi-family units at .68.

Councilmember Muir stated he would prefer not to cut anybody out of using electric furnaces or heat pumps as an option, and would prefer to see the rating higher than .62.

Councilmember Sievers made a motion to table action on Resolution 2013-32 until the next meeting; Councilmember Giese seconded the motion. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of

Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent, stated the following Resolution would approve a supplemental agreement with NDOR for the Windom Street Project. All First Class Cities have signed agreements with NDOR to buy out their Federal STP funds at an 80% buy back by the State so we will no longer need to deal with the overbearing Federal regulations when spending the monies on street projects. During the transition period, there were several projects already on the list and scheduled for funding by the original STP funds. At the time of the agreement to buy out these funds, those projects totaled \$26 million. During the past two years, due to an increase in the scope of some of those projects, as well as updated cost estimates based upon actual designs rather than a budget figure that was more guess than science, the cost of the projects is now \$35 million. The new Highway Bill also cut funding to the State which shares these funds with the First Class Cities. Thus, our expectation of receiving the buyout funds in March 2016 appeared to be in jeopardy, and those were the funds we were planning to use to pay off the bonds on the 10th Street project.

After two meetings between NDOR and the First Class Cities, the State has offered to increase the amount of funding available to First Class Cities by applying for additional Federal Funds that are turned back by other States who are unable to use their share. Thus, NDOR is offering to fully fund all of the remaining projects at the \$35 million level and still provide full buyout checks to the First Class Cities in March 2016, provided all projects are delivered by the Cities for obligation in Fiscal Year 2014. Therefore, this new agreement will cap the project spending at roughly \$699,000 instead of the original roughly \$400,000. This is a very generous offer by NDOR, and staff recommends approving the agreement.

Currently, we are attempting to complete the environmental reviews so that we can complete the final design. As designed, we would need to obtain easements for construction

along the entire project. The regulations pertaining to obtaining the easements may mean we need 12 months to complete that process which puts us up against the June 30, 2014, deadline of NDOR. Therefore, we are exploring with NDOR the possibility to eliminate the sidewalk reconstruction along Windom Street other than the handicap accessible ramps at the intersections to eliminate the need for the easements. We would then commit to bringing any of those sidewalks up to ADA standards the year or two following completion of this project with local dollars. This will allow us to not jeopardize the full Federal buyout program for the other First Class Cities. All representatives of those Cities present at the meetings with NDOR committed to completing their projects before the deadline.

Councilmember Brodersen introduced Resolution No. 2013-38 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2013-38

A RESOLUTION APPROVING SUPPLEMENTAL PROJECT PROGRAM AGREEMENT NO. 1 – BM1195 BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ROADS.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent, stated the following Resolution would approve a “Federal Funds Purchase Program Supplemental Agreement” with NDOR. This is for cities eligible to receive the old bridge funds made available by NDOR. Currently, we have not used those, but may be eligible for the same in the future. NDOR is offering to replace those funds with other monies, but to be eligible, this agreement must be approved.

Councilmember Brodersen introduced Resolution No. 2013-38 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2013-39

A RESOLUTION APPROVING THE SIGNING OF THE FEDERAL FUNDS PURCHASE PROGRAM SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ROADS.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Phil Lorenzen of D.A. Davidson & Co., was present and stated the following Ordinance would authorize the issuance of Highway Allocation Fund Pledge Bonds in the amount of \$620,000, for the 10th Street Project.

Councilmember Sievers introduced Ordinance No. 2013-27 and moved for its approval; Councilmember Haase seconded.

ORDINANCE NO. 2013-27

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF WAYNE, NEBRASKA, SERIES 2013, IN THE PRINCIPAL AMOUNT OF SIX HUNDRED TWENTY THOUSAND DOLLARS (\$620,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION OF CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor

declared the motion carried. The second reading will take place at the special meeting to be held on May 14, 2013.

Garry Poutre, Supt. of Public Works & Utilities, stated the following Resolution would reaffirm Olsson Associates as the engineers on Street Improvement District No. 2013-1 – Milo Drive and approve the plans and specifications and estimate of cost of \$190,000 for Milo Drive. Mr. Poutre updated the Council on the status of the project to date. This amount includes street, water, sewer and storm sewer improvements.

Councilmember Sievers had concerns about the street being wide enough for the amount of traffic she believed would be out there. She also wanted the street to have turning lanes.

Councilmember Giese introduced Resolution No. 2013-40 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2013-40

A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE CONSTRUCTION OF CERTAIN STREET IMPROVEMENTS TO BE CONSTRUCTED IN THE CITY OF WAYNE, NEBRASKA (STREET IMPROVEMENT DISTRICT 2013-1 MILO DRIVE).

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

The following Resolution would approve an agreement with Northeast Nebraska Economic Development District to conduct a blight study for the City of Wayne for a sum not to exceed the sum of \$1,236.45.

The City has received a business expansion proposal in Wayne that is requesting tax increment financing. The business proposal is to purchase all of the Michael Foods' grain handling properties in Wayne, demolish and clear the old elevators at 2nd & Logan Street and south of Godfather's Pizza and expand the Feeders Elevator facility at the east end of Fairgrounds Avenue. The Feeders Elevator site was omitted from the original blight determination study for Southeast Wayne, and this agreement would hire NNEDD to complete the study to add that area.

Councilmember Sievers introduced Resolution No. 2013-41 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2013-41

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) TO CONDUCT A BLIGHT STUDY IN THE CITY OF WAYNE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, stated the following Resolution would accept the FEMA grant that the City applied for pertaining to the removal and installation of the emergency civil defense sirens.

Councilmember Giese introduced Resolution No. 2013-42 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2013-42

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE U.S. DEPARTMENT OF HOMELAND SECURITY'S FEDERAL EMERGENCY MANAGEMENT AGENCY GRANT FOR THE REMOVAL AND

INSTALLATION OF THE EMERGENCY CIVIL DEFENSE SIRENS
THROUGHOUT THE CITY OF WAYNE,

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Joel Hansen, Building Inspector, stated he received two bids on the demolition and removal of the structure located at 111 Fairgrounds Avenue. This is the building he received a complaint on back in November, 2011. Mr. Hansen explained the process that has taken place up through this date.

Staff has reviewed the bids and recommends the project be awarded to the lowest bidder, Milo Meyer Construction, Inc., for \$9,880.

The City will pay for this demolition and then place a lien on the property.

Councilmember Muir introduced Resolution No. 2013-43 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2013-43

A RESOLUTION ACCEPTING BID ON THE DEMOLITION AND
REMOVAL OF THE STRUCTURE LOCATED AT 111 FAIRGROUNDS
AVENUE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, and Councilmember Brodersen who abstained, the Mayor declared the motion failed. The Resolution will be brought forward at the next Council meeting.

Councilmember Brodersen introduced Ordinance No. 2013-22 and moved for approval of the third and final reading thereof; Councilmember Sievers seconded.

ORDINANCE NO. 2013-22

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-11 STOP SIGN LOCATIONS; EAST OF MAIN STREET, NORTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Discussion took place on proposed Ordinance 2013-28 which would amend the Wayne Municipal Code by adding Article V – Poultry.

Attorney Miller stated the proposal before them is for discussion purposes only. She reviewed the same with Council.

Those in attendance opposed to passing such an ordinance were: Paul Lindner and Doug Sturm.

Those in attendance in support of such an ordinance were: Clara Osten.

BJ Woehler spoke and was mixed on the issue.

Police Chief Chinn stated if Council would pass such an ordinance, there would be other sections of the code that would, in all likelihood, have to be amended. He had concerns of how the police officers would catch the chickens if they were loose.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to table Ordinance 2013-28 until the next regular meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, 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, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Cale Giese, Ken Chamberlain, Nick Muir, Jennifer Sievers, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Members Dale Alexander and Kaki Ley.

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.

Member Chamberlain made a motion, which was seconded by Member Giese, to approve the minutes of the April 16, 2013, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

Chair Haase stated the next item on the agenda was to approve the following CDA claims:

MZRB Properties — Incentive Loan - \$30,000.00
Progressive Properties — Incentive Loan - \$25,000.00

Member Chamberlain made a motion, which was seconded by Member Sievers, to approve the CDA Claims. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

The next item on the agenda was amending the original Residential Construction Agreement with Kelby Herman (adding Lots 12 and 13), Western Ridge II Subdivision.

The terms of said Agreement are as follows:

Buyer may purchase the following lots of Western Ridge II Subdivision, for the following prices:

- Lot 9 for \$5,000;
- Lot 10 for \$5,000;
- Lot 12 for \$5,000;
- Lot 13 for \$5,000;
- Lot 29 for \$12,000;
- Lot 30 for \$12,000;
- Lot 31 for \$12,000

Buyer shall receive a 25% discount on the aforementioned prices of Lots 9, 10, 29, 30, and 31 if the following terms and conditions are met prior to July 17, 2015:

- Buyer builds a residence on each of the above-numbered lots (all seven lots), including an attached two-car garage;
- Buyer obtains an occupancy permit for each finished residence;
- Two shade trees of a large species are planted on each purchased lot; and
- Each completed residence meets a blower door test of five ACH at 50 pascals

If Buyer complies and meets these terms by July 17, 2015, the CDA shall pay Buyer \$11,500, an amount equal to a 25% discount on the above-listed prices of Lots 9, 10, 29, 30, and 31. This payment shall be due and payable within 30 days of completion.

Member Chamberlain stated if he was Mr. Herman, he wouldn't want to be taxed with having to build two more houses and not getting the incentive on them in this timeframe.

Kelby Herman was present to answer questions. Mr. Herman stated he would be okay with no incentive on the \$5,000 lots and still having them included in this agreement. The reason he wants them included is because if he is going to invest in a spec house that is going to sit there a couple of months, he wants to be able to have control over the lot right next to it.

It was noted that these lots have been available since 2008.

Member Muir made a motion to amend the original Residential Construction Agreement with Kelby Herman adding Lots 12 and 13, with the amendment that the 25% discount or incentive also be given on Lots 12 and 13; Member Chamberlain seconded the motion. Chair Haase stated the motion, and the result of roll call being 3 Yeas (Haase, Chamberlain and Muir), 3 Nays (Giese, Sievers and Brodersen), and two absent (Alexander and Ley) the Chair declared the motion failed.

Member Chamberlain made a motion to amend the original Residential Construction Agreement with Kelby Herman adding Lots 12 and 13 as written, which does not include the 25% discount or incentive on Lots 12 and 13; Member Giese seconded the motion. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

The next item on the agenda was amending the original Residential Construction First Right of Refusal Agreement with Kelby Herman (adding Lot 40), Western Ridge II Subdivision.

The terms of said Agreement are as follows:

Buyer is given the first right of refusal for the sale or transfer of ownership of the following lots of Western Ridge II Subdivision, for the following prices:

- Lot 26 for \$12,000;
- Lot 28 for \$12,000;
- Lot 32 for \$12,000;
- Lot 34 for \$12,000;
- Lot 39 for \$9,000;
- Lot 40 for \$12,000;

Buyer must exercise its right of first refusal within 30 days of notice from the CDA. Buyer may purchase each lot individually. Buyer shall have 30 months to purchase the above-numbered lots, beginning:

- 1) After exercising its right of first refusal on any of the above-numbered lots; or
- 2) After denying or waiving its right of first refusal on any of the above-numbered lots; or
- 3) After building has been completed on Lots 9, 10, 12, 13, 29, 30, and 31 of Western Ridge II Subdivision (see separate agreement); whichever shall occur first.

If options 1, 2, and 3 do not occur, then the 30 month period shall commence on July 17, 2015.

Buyer shall receive a 25% discount on the aforementioned prices, but only if the following terms and conditions are met within the applicable 30 month period:

- Buyer builds a residence on each of the above lots, including an attached two-car garage;
- Buyer obtains an occupancy permit for each finished residence;
- Two shade trees of a large species are planted on each purchased lot; and
- Each completed residence meets a blower door test of five ACH at 50 pascals;

If Buyer complies and meets these terms, the CDA shall pay Buyer \$17,250, an amount equal to a 25% discount on the above-listed prices. This payment shall be due and payable within 30 days of completion.

Member Chamberlain made a motion to amend the original Residential Construction First Right of Refusal Agreement with Kelby Herman to add Lot 40 thereto; Member Brodersen seconded the motion. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

The next item on the agenda was to consider CDA Resolution 2013-7 authorizing the issuance of a tax increment revenue bond for the Progressive Property Inspections, LLC, Project.

Nancy Braden, Finance Director, stated this is the final step in the process for tax increment financing on the Nebraska Street Project.

Member Chamberlain introduced CDA Resolution No. 2013-7 and moved for its approval; Member Muir seconded.

CDA RESOLUTION NO. 2013-7

A RESOLUTION OF THE CITY OF WAYNE, NEBRASKA, ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE ACTING AS THE GOVERNING BODY OF THE COMMUNITY DEVELOPMENT AGENCY OF SAID CITY; AUTHORIZING THE ISSUANCE OF A TAX INCREMENT REVENUE BOND; PROVIDING FOR THE TERMS AND PROVISIONS OF SAID BOND; PLEDGING REVENUES OF THE AGENCY PURSUANT TO THE COMMUNITY DEVELOPMENT LAW; AUTHORIZING THE SALE OF SAID BOND; PROVIDING FOR A GRANT; PROVIDING FOR A REDEVELOPMENT CONTRACT AND PROVIDING FOR THIS RESOLUTION TO TAKE EFFECT.

Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Mayor declared the motion carried.

The next item on the agenda was to take action on combining Lots 41 through 46 in the Bressler Court cul de sac (Western Ridge Subdivision) and re-pricing them.

Joel Hansen, Street Superintendent, stated these lots are located in the northeast corner of the subdivision by the water tower. The backyards are very steep, and these lots are not very desirable as is. The proposal is to do an administrative replat to combine Lots 41 through 46.

Member Muir made a motion to combine Lots 41 through 46 in the Bressler Court cul-de-sac, and Member Chamberlain seconded. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

The next item on the agenda was to take action on the purchase of property – 939 Main Street (Dave Lutt Property).

Administrator Johnson stated the purchase price for the 939 Main Street property is \$47,000. We have a verbal agreement with Mr. Lutt, but the same is pending the CDA's approval.

Member Chamberlain made a motion to approve the purchase of the property located at 939 Main Street owned by Dave Lutt for the sum of \$47,000; Member Muir seconded. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

The next item on the agenda was to take action on the purchase of property – 109 E. 10th Street (Paul Lindner Property).

Administrator Johnson stated the purchase price for the 109 E. 10th Street property is \$65,000. We have a verbal agreement with Mr. Lindner, but the same is pending the CDA's approval.

Member Chamberlain made a motion to approve the purchase of the property located at 109 E. 10th Street owned by Paul Lindner for the sum of \$65,000; Member Muir seconded. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

Member Brodersen made a motion, which was seconded by Member Chamberlain, to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Ley who were absent, the Chair declared the motion carried.

The following Resolution would authorize the temporary transfer of electric reserve funds to the CDA to be used for the purchase of property.

Councilmember Muir introduced Resolution No. 2013-44 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2013-44

A RESOLUTION AUTHORIZING THE TEMPORARY TRANSFER OF ELECTRIC RESERVE FUNDS TO THE WAYNE COMMUNITY DEVELOPMENT AGENCY TO BE USED FOR THE PURCHASE OF PROPERTY/REAL ESTATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Alexander and Ley who were absent, the Mayor declared the motion carried and the meeting adjourned at 7:29 p.m.

May 14, 2013

The Wayne City Council met in special session at City Hall on Tuesday, May 14, 2013, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Jon Haase, Nick Muir, Kaki Ley, Jennifer Sievers and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Dale Alexander.

Notice of the convening meeting was given in advance by posting in three places (City Hall, City Auditorium and Library/Senior Center) on May 10, 2013, 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.

Mayor Chamberlain requested Council consideration to the following mayoral appointment: Rod Greve to fill the vacancy in First Ward.

Councilmember Sievers made a motion, which was seconded by Councilmember Muir, approving the mayoral appointment of Rod Greve as First Ward Councilmember. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Attorney Miller then presented the oath of office to Rod Greve.

The following ordinance had its first reading at the last meeting. It now is before Council for the second reading, and staff recommendation, because time is of

the essence, is to waive the required three readings since there are enough Councilmembers present to do so.

This ordinance is necessary to finance the 10th Street tear-out and repaving project and water main and storm drain up-grades.

Councilmember Brodersen introduced Ordinance No. 2013-27 and moved for approval of the second reading thereof; Councilmember Sievers seconded.

ORDINANCE NO. 2013-27

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF WAYNE, NEBRASKA, SERIES 2013, IN THE PRINCIPAL AMOUNT OF SIX HUNDRED TWENTY THOUSAND DOLLARS (\$620,000) FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTION OF CERTAIN STREETS OF THE CITY; PRESCRIBING THE FORM OF SAID BONDS; PLEDGING FUNDS TO BE RECEIVED BY THE CITY FROM THE STATE OF NEBRASKA HIGHWAY ALLOCATION FUND FOR THE PAYMENT OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion and Councilmember Muir 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, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion and Councilmember Muir seconded to move for final approval of Ordinance No. 2013-27. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Administrator Johnson and Police Chief Chinn were requesting Council consideration to amending or increasing the wage schedule for the part-time dispatchers, dispatchers and dispatch supervisor positions. In a couple of weeks, the Police Department will be down to three dispatchers. The reason for the request is to try and attract qualified applicants for this position and be able to retain them. The City, right now, is in the mid-range of the wage survey.

Councilmember Sievers wanted to increase the full-time dispatcher position to that of the dispatch supervisor - \$14.50 - \$19.33. She thought \$13.60 was too low for a starting wage.

Councilmember Brodersen thought \$13.60 was a good starting wage for someone who is in training.

It was noted that the employee would be eligible for an increase in six months (upon completing probation) and again after he/she has been there one year. After one year of employment, a new dispatcher could almost be making as much as the starting wage of a dispatch supervisor.

Councilmember Ley made a motion and Councilmember Giese seconded to amend the Collective Bargaining Agreement between the City of Wayne and Wayne Chapter No. 54 Fraternal Order of Police to adjust the wage schedule for Police Dispatchers as presented.

It was noted that they have been advertising for a dispatcher 9 out of the last 12 months.

Adam Dobbins spoke and agreed with Councilmember Sievers.

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

Councilmember Giese introduced Resolution No. 2013-45 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2013-45

A RESOLUTION AMENDING POLICE DEPARTMENT WAGE SCHEDULE — POLICE DISPATCHERS.

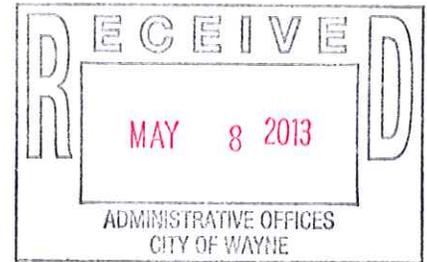
Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent and Councilmember Sievers who voted Nay, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried and the meeting adjourned at 5:58 p.m.

AMAZON.COM, LLC	CD'S/OFFICE SUPPLIES	545.42
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,891.96
APPEARA	MAT SERVICE	86.79
ASQ PROMOTIONAL PRODUCTS	REUSABLE BAGS-GREEN EXPO	396.16
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	135.00
BARONE SECURITY SYSTEMS	FIRE INSPECTIONS	716.04
CITY EMPLOYEE	HEALTH REIMBURSEMENT	91.81
BROWN SUPPLY CO	FLASH TUBE	55.69
CARHART LUMBER COMPANY	TOOLS/SHED/BATTERIES/WOOD ETC	899.81
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	450.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	100.00
CITY OF WAYNE	CAT TRAP REFUND	20.00
CITY OF WAYNE	PAYROLL	59,503.74
CITY OF WAYNE	SENIOR CENTER DEPOSIT REFUND	150.00
CITY OF WAYNE	UTILITY REFUNDS	4,031.19
CITY OF WAYNE	YOUTH TENNIS REFUND	20.00
COMMUNITY DEVELOPMENT	PROPERTY PURCHASE-CDA	112,000.00
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
DAKOTA BUSINESS SYSTEMS	LIBRARY COPIER LEASE	104.50
DE LAGE LANDEN FINANCIAL	COPIER EQUIPMENT LEASE	394.00
DUTTON-LAINSON COMPANY	FIBERGLASS DEADENDS	522.00
ECHO GROUP INC JESCO	BULBS/PVC ELBOW	99.43
EMPLOYERS MUTUAL CASUALTY	LINEBACKER FEES	1,911.00
FASTENAL CO	NUTS & BOLTS	10.39
FLOOR MAINTENANCE	DISINFECTANT	21.15
GROSSENBURG IMPLEMENT INC	HOSE FITTING	5.36
CITY EMPLOYEE	HEALTH REIMBURSEMENT	2,578.48
ICMA RETIREMENT TRUST	ICMA RETIREMENT	6,375.37
IRS	FEDERAL WITHHOLDING	21,814.73
JEFF MEYER	ENERGY INCENTIVE	500.00
JOHNNY P LEMPKE	PEST CONTROL	73.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	799.63
KRIS HINNERICHS	TREE INCENTIVE	17.03
KTCH AM/FM RADIO	CAC RADIO ADS	80.00
LYNN PEAVEY CO	BLOOD/ALCOHOL KITS	196.88
MAIN STREET AUTO CARE	TOWING	90.00
CITY EMPLOYEE	VISION REIMBURSEMENT	418.62
N.E. NEB ECONOMIC DEV DIS	WRLF ADMIN	75.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,037.82
NE DEPT OF ROADS	MILO DR ACCESS-RIGHT OF WAY	2,500.00
NHHS	MILO DRIVE REVIEW FEE	185.00
OVERHEAD DOOR COMPANY	DOOR MAINTENANCE	768.25
CITY EMPLOYEE	HEALTH REIMBURSEMENT	629.48
CITY EMPLOYEE	VISION REIMBURSEMENT	107.90
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	560.00
RAMADA INN - KEARNEY	LODGING-R HAASE	79.00
REBECCA LEONARD	ENERGY INCENTIVE	109.80
SEVERN TRENT	UV SYSTEM MAINTENANCE	1,798.24
SPARKLING KLEAN	JANITORIAL SERVICES	1,481.73
CITY EMPLOYEE	VISION REIMBURSEMENT	188.79
WAYNE AUTO PARTS	FILTERS/WIPER BLADES/WRENCHES	235.26
WAYNE COUNTY COURT	BOND	300.00
WAYNE STATER	GREEN EXPO AD	66.00
WESTERN AREA POWER ADMIN	ELECTRICITY	30,974.84

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To City Of Wayne
5/8/2013



Bill: for Soden's sewer problems on 700 Pine Heights Rd.

For faulty tab and sewer line into main that was not done properly from the beginning after being hit.

Cost \$7,073.02

Bill due upon receipt

Thank you

Diet Soden

cc City Of Wayne
Attorney
File

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: May 7, 2013

TO: Mayor Chamberlain
Wayne City Council

FROM: Wayne Planning Commission,
Joel Hansen, Staff Liaison 

At their meeting held on May 6, 2013, the Wayne Planning Commission made a recommendation on the following public hearing and discussion item; the results of those recommendations are as follows:

Public Hearing: Amending Section 90-710 Parking Regulations

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 Brogie and seconded by Commissioner Sorensen to approve and forward a recommendation of approval to the City Council to amend Section 90-710 Parking as presented by Staff, with the finding of fact being staff's recommendation. Chair Melena stated the motion and second. Roll call vote: Commissioner Brogie – aye; Commissioner Sorensen – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Sweetland - aye; and Chair Melena – aye. Chair Melena declared the motion carried unanimously.

Discussion and Recommendation: Redevelopment Plan for Lot 5A of the Replat of Lot 5, Western Ridge Third Addition, Together with Portion of Milo Drive Adjacent Thereto

After deliberation and discussion by the Planning Commission, motion was made by Commissioner Brogie and seconded by Commissioner Giese to approve and forward a recommendation of approval to the City Council for the Redevelopment Plan for Lot 5A of the Replat of Lot 5, Western Ridge Third Addition, together with portion of Milo Drive adjacent thereto, with the findings of fact being consistency with the comprehensive plan and staff's recommendation. Chair Melena stated the motion and second. Roll call vote: Commissioner Brogie – aye; Commissioner Sorensen – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Sweetland – aye; and Chair Melena – aye. Chair Melena declared the motion carried unanimously.

JJH:cb

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ORDINANCE NO. 2013-29

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, SECTION 90-710 PARKING REGULATIONS; 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. The Planning Commission held a public hearing on May 6, 2013, and recommended amending Section 1-2 Definitions and Rules of Construction and Section 90-710 Parking Regulations of the Wayne Municipal Code, with the "Findings of Fact" being:

1. Staff recommendation; and
2. Consistency with the Comprehensive Plan and the current and future land use maps.

Section 2. That Chapter 90, Article VIII, Section 90-710 of the Wayne Municipal Code is amended as follows:

Sec. 90-710

(b) Minimum off-street parking and loading requirements. Off-street motor vehicle parking and loading space shall be provided on any lot, **OR THE TERRACE ADJACENT TO THE 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, **OR THE TERRACE ADJACENT TO THE 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. **NON-RESIDENTIAL USES IN THE B-2 DISTRICT SHALL BE EXEMPT FROM THESE PARKING AND LOADING REQUIREMENTS.**

FOR PURPOSES OF SECTION 90-710(b), TERRACE PARKING SHALL BE CONSIDERED OFF-STREET PARKING.

ANY CORNER LOT LOCATED IN A RESIDENTIAL ZONING DISTRICT SHALL ONLY USE THE TERRACE ADJACENT TO ONE OF THE LOT'S FRONT YARDS FOR TERRACE PARKING. TERRACE PARKING CONSTRUCTED BEFORE MAY 1, 2013 OR DESIGNED THROUGH A BUILDING PERMIT APPROVED BY MAY 1, 2013 SHALL BE EXEMPT FROM THIS RESTRICTON ON A CORNER LOT.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. 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 _____, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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ORDINANCE NO. 2013-32

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 1, SECTION 1-2 DEFINITIONS AND RULES OF CONSTRUCTION; 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 1, Section 1-2 of the Wayne Municipal Code is amended as follows:

Sec. 1-2. Definitions and rules of construction:

In the construction of this Code and of all ordinances, the following definitions and rules of construction shall be observed, unless:

(a) Such construction would be inconsistent with the manifest intent of the council;
OR

(b) ANY OF THE FOLLOWING IS DEFINED IN A SUBSEQUENT DEFINITION SECTION. IF A TERM IS DEFINED IN A SUBSEQUENT CHAPTER OR SECTION, SUCH SUBSEQUENT DEFINITION SHALL BE APPLIED THROUGHOUT SAID CHAPTER OR SECTION.

Street. The term "street" shall embrace streets, avenues, boulevards, roads, alleys, lanes, viaducts and all other public streets and ways in the city and shall embrace all parts constituting the designated right-of-way, unless otherwise ~~stated~~ **DEFINED IN A SUBSEQUENT CHAPTER OR SECTION.**

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 _____, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION 2013-46

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, the City of Wayne, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as Amended for Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Wayne, Nebraska, has obtained its citizens' comments on community development and housing needs and has conducted public hearing(s) upon the proposed application and received public comment respecting the application which for an amount of \$10,000 will be used to conduct a needs assessment/comprehensive revitalization strategy for targeted areas of the City. The City of Wayne is requesting \$10,000 of CDBG Comprehensive Investment and Stabilization Funds, of which \$9,000 will be used to conduct a needs assessment/comprehensive revitalization strategy for targeted areas of the City, and \$1,000 will be used for general administration of the grant. The total cost of the project is \$13,000. The City of Wayne will provide \$3,000 in matching funds. This project will benefit at least 51% of low-to-moderate income persons. There will be no persons displaced as a result of CDBG activities.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents, or other memoranda between the City of Wayne and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

PASSED AND APPROVED this 21st day of May, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**APPLICATION: COMPREHENSIVE INVESTMENT & STABILIZATION CATEGORY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

Nebraska Department of Economic Development (DED)

**2013
Phase I**

DED USE ONLY
Application Number 13-CIS-
Date Received

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

<p>1. APPLICANT IDENTIFICATION</p> <p>Applicant Name <u>City of Wayne</u></p> <p>Mailing Address <u>PO Box 8</u></p> <p>City, State, Zip <u>Wayne, NE 68787</u></p> <p>Local Government Contact <u>Lowell D. Johnson, City Administrator</u></p> <p>Telephone # <u>402-375-1733</u></p> <p>Fax Number <u>402-375-1619</u></p> <p>Federal ID # <u>47-6006407</u></p> <p>DUNS # <u>31172505</u></p> <p>Email Address <u>cityadmin@cityofwayne.org</u></p>	<p>2. PERSON PREPARING APPLICATION</p> <p>Name <u>Alyssa Silhacek</u></p> <p>Address <u>111 South 1st Street</u></p> <p>City, State, Zip <u>Norfolk, NE 68701</u></p> <p>Telephone <u>402-379-1150</u></p> <p>Fax <u>402-379-9207</u></p> <p>Federal ID/SS# <u>47-0634922</u></p> <p>Email Address <u>Alyssa@nenedd.org</u></p> <p>Application Preparer (Check one)</p> <p><input type="checkbox"/> Local Staff <input type="checkbox"/> Out-of-State Consultant</p> <p><input type="checkbox"/> In-State Consultant <input type="checkbox"/> Non-Profit Organization</p> <p><input checked="" type="checkbox"/> Economic Development District</p>
<p>3. DEVELOPMENT CATEGORY</p> <p><input checked="" type="checkbox"/> Comprehensive Investment & Stabilization/ Phase I</p>	<p>6. FUNDING SOURCES</p> <p>CDBG Funds Requested \$ <u>10,000</u></p> <p>Other Funds \$ <u>3,000</u></p> <p>Total Project Funds \$ <u>13,000</u></p> <p><i>(ROUND AMOUNTS TO THE NEAREST HUNDRED DOLLARS.)</i></p>
<p>4. APPLICATION TYPE</p> <p><input checked="" type="checkbox"/> Individual (Municipality 5,000 less 20,000 population)</p>	
<p>5. SERVICE AREA</p> <p>Area to be served (city, county, region, etc.) <u>City</u></p> <p>Legislative District <u>17</u></p> <p>Congressional District <u>1</u></p>	

7. PROGRAM SUMMARY: Brief quantitative description of the project for which CDBG funds are requested (linear or square feet of new construction or renovation; number persons to be served; frequency and duration of use(s), etc.).

The City of Wayne is requesting \$10,000 of CDBG Comprehensive Investment and Stabilization Funds of which \$9000 will be used to conduct a needs assessment/comprehensive revitalization strategy for targeted areas of the city, and \$1,000 will be used for general administration of the grant. The total cost of the project is \$13,000. The City of Wayne will provide \$3,000 in matching funds. This project will benefit at least 51% low-to-moderate income persons. There will be no persons displaced as a result of CDBG activities.

8. CERTIFYING OFFICIAL: Chief elected officer of local government requesting CDBG funds

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This application has been duly authorized by the governing body of the applicant. This applicant will comply with all Federal and state requirements governing the use of CDBG funds.

Signature in ink _____ Ken Chamberlain, Mayor _____ May 21, 2013
 Typed Name and Title _____ Date Signed _____

Attest _____ Betty A. McGuire _____ May 21, 2013
 Typed Name and Title _____ Date Signed _____

**PAGES MAY BE TWO HOLE PUNCHED AT TOP BUT DO NOT BIND, FOLD OR STAPLE.
SUBMIT ORIGINAL AND ONLY ONE COPY OF THE APPLICATION.**

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay system by calling (711) INSTATE, (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111.

Nebraska Department of Economic Development
 Division of Community and Rural Development
 PO Box 94666 - 301 Centennial Mall South
 Lincoln, NE 68509-4666 (402) 471-3119 (800) 426-6505 Fax (402) 471-3778

2013 COMPREHENSIVE INVESTMENT & STABILIZATION CATEGORY

PHASE I PRE-DEVELOPMENT STUDY

PART II. FUNDING SUMMARY (Round amounts to the nearest hundred dollars.)

Activity Code/Activity	*National Objective	CDBG Funds	Other Funds	Total Funds	Sources of Other Funds
0630 Planning	LMA	9,000	3,000	12,000	City
0180 Total Non-Administration		9,000	3,000	12,000	City
0181 General Administration		1,000	0	1,000	
1000 TOTAL PROGRAM COSTS		10,000	3,000	13,000	City

†Must correspond to National Objective for primary activity.

Clarification for the above activities should be directed to DED.

*NATIONAL OBJECTIVE: Enter most appropriate national objective code for each activity. Refer to Section 2.01.

- LMA: Benefit Low/Moderate Income Persons on an area basis
- LMC: Benefit Low/Moderate Income Persons on a limited clientele basis
- LMH: Benefit Low/Moderate Income Households

PAGES MAY BE TWO HOLE PUNCHED AT TOP BUT DO NOT BIND, FOLD OR STAPLE.
SUBMIT ORIGINAL AND ONLY ONE COPY OF THE APPLICATION.

**NOTICE OF PUBLIC HEARING ON APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

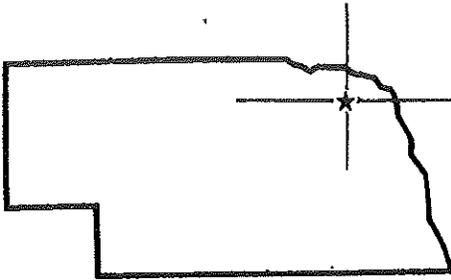
NOTICE IS HEREBY GIVEN that on Tuesday, May 21, 2013 at 5:30 p.m., in the Council Chambers located at 306 Pearl Street, the City of Wayne, Nebraska, will hold a public hearing concerning an application to the Department of Economic Development for a Community Development Block Grant. This grant is available to local governments for community development activities.

The City of Wayne is requesting \$10,000 of CDBG Comprehensive Investment and Stabilization Funds of which \$9000 will be used to conduct a needs assessment/comprehensive revitalization strategy for targeted areas of the city, and \$1,000 will be used for general administration of the grant. The total cost of the project is \$13,000. The City of Wayne will provide \$3,000 in matching funds. This project will benefit at least 51% low-to-moderate income persons. There will be no persons displaced as a result of CDBG activities.

The grant application will be available for public inspection at City office located at 306 Pearl Street. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written testimony will also be accepted at the public hearing scheduled for 5:30 P.M., Tuesday, May 21, 2013, City Council Chambers. Written comments can be addressed to Nancy Braden at PO Box 8, Wayne, NE 68787 and will be accepted if received on or before Tuesday, May 21, 2013.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact Nancy Braden at Wayne City Office (402)375-1733 no later than Friday, May 17, 2013.

EXHIBIT A



Incorporated — February 2, 1884

City of Wayne

RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR CDBG FUNDS

Whereas, the City of Wayne, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program, and,

Whereas, the City of Wayne, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for an amount of \$10,000 for to conduct a needs assessment/comprehensive revitalization strategy for targeted areas of the city. The City of Wayne is requesting \$10,000 of CDBG Comprehensive Investment and Stabilization Funds of which \$9000 will be used to conduct a needs assessment/comprehensive revitalization strategy for targeted areas of the city, and \$1,000 will be used for general administration of the grant. The total cost of the project is \$13,000. The City of Wayne will provide \$3,000 in matching funds. This project will benefit at least 51% low-to-moderate income persons. There will be no persons displaced as a result of CDBG activities; and,

NOW, THEREFORE, BE IT RESOLVED BY

The City Council of Wayne NE, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Wayne and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

Signed

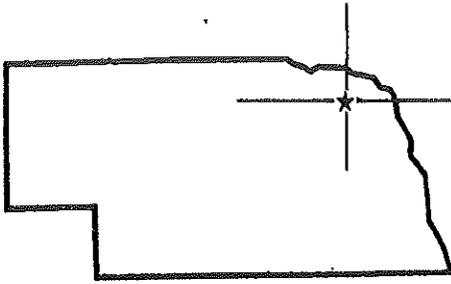
Mayor
Title

May 21, 2013
Date

EXHIBIT B

306 PEARL • P.O. BOX 8 • WAYNE, NE 68787
(402) 375-1733 • FAX (402) 375-1619





Incorporated — February 2, 1884

City of Wayne

APPLICANT'S STATEMENT OF ASSURANCES AND CERTIFICATIONS

The City of Wayne hereby assures and certifies to the Nebraska Department of Economic Development regarding an application for Community Development Block Grant (CDBG) funds, the following:

THRESHOLD CERTIFICATIONS

1. There are no significant unresolved audit findings relating to any prior grant award from the federal and/or state government that would adversely affect the administration of this grant.
2. No legal actions are underway or being contemplated that would significantly impact the Applicant's capacity to effectively administer the program, and to fulfill the CDBG program; and
3. No project costs have been incurred that have not been approved in writing by the Department.

FEDERAL COMPLIANCE CERTIFICATIONS

4. It will adopt and follow a residential anti-displacement and relocation assistance plan that will minimize displacement as a result of activities assisted with CDBG funds.
5. It will conduct and administer its programs in conformance with:
 - a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1).
 - b. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.
 - c. The Fair Housing Act of 1988 (42 USC 3601-20) and will affirmatively further fair housing.
6. It will not attempt to recover any capital costs of public improvements assisted in whole or part by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (1) grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than grant funds, or (2) for purposes of assessing any amount against properties owned and occupied by persons of LMI who are not persons of very-low income, the recipient certifies to the state that it lacks sufficient grant funds to comply with the requirements of clause (1).
7. It will comply with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

CITIZEN PARTICIPATION PLAN CERTIFICATION

8. It certifies that a detailed citizen participation plan is on file which includes:
 - a. Providing and encouraging citizen participation with particular emphasis on participation by lower income persons who are residents of slum and blight areas in which funds are proposed to be used to include target areas as identified in the application.
 - b. Providing citizens with reasonable and timely access to local meetings, information, and records relating to the Applicant's proposed and actual use of funds.
 - c. Furnishing citizens with information, including but not limited to, the amount of CDBG funds expected to be made available for the current fiscal year, including CDBG funds and anticipated program income; the range of activities that may be undertaken with CDBG funds; the estimated amount of CDBG funds to be used for activities that will meet national objective of benefit to low- and moderate-income people, and the proposed CDBG activities likely to result in displacement and the grantee's anti-displacement and relocation plans.
 - d. Providing technical assistance to groups representative of persons of low and moderate income that request such assistance in developing groups. The level and type of assistance is to be identified within the plan.

EXHIBIT C-1

**306 PEARL • P.O. BOX 8 • WAYNE, NE 68787
(402) 375-1733 • FAX (402) 375-1619**



Equal Housing Opportunity

- e. Providing for public hearings, for the purpose of obtaining citizen's views and responding to proposals and questions. The hearings must cover community development and housing needs, development of proposed activities and review of program performance. There must be reasonable notice of the hearings and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicap. Public hearings are to be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.
- f. Providing citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in the application to the state and for grants already made, activities that are added to, deleted or substantially changed from the application to the state.
- g. Providing citizens the address, phone number and acceptable hours for submitting complaints and grievances and providing timely written responses to written complaints and grievances within 15 working days where practicable.

SPECIAL REQUIREMENTS AND ASSURANCES.

- 9. The Applicant will comply with the administrative requirements of the program, those applicable items in the 1995 Consolidated Plan, Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and 24 CFR Part 570 (including parts not specifically cited below), and the following laws, regulations and requirements, both federal and state, as they pertain to the design, implementation and administration of the local project, if approved:

CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS

- ! Public Law 88-352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d), et. seq.) (24 CFR Part 1)
- ! Section 109 of the Housing and Community Development Act of 1974, As Amended
- ! Age-Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et. seq.)
- ! Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794) and the Americans with Disability Act
- ! Executive Order 11246, As Amended
- ! Executive Order 11063, As Amended by Executive Order 12259 (24 CFR Part 107)

ENVIRONMENTAL STANDARDS AND PROVISIONS

- ! Section 104(f) of the Housing and Community Development Act of 1974, As Amended
- ! Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) and the Implementing Regulations found at 24 CFR Part 35
- ! The National Environmental Policy Act of 1969 (42 U.S.C. Section 4321, et. seq., and 24 CFR Part 58)
- ! The Clean Air Act, As Amended (42 U.S.C. 7401, et. seq.)
- ! Farmland Protection Policy Act of 1981, (U.S.C. 4201, et. seq.)
- ! The Endangered Species Act of 1973, As Amended (16 U.S.C. 1531, et. seq.)
- ! The Reservoir Salvage Act of 1960 (16 U.S.C. 469, et. seq.), Section 3 (16 U.S.C. 469 a-1), As Amended by the Archaeological and Historic Preservation Act of 1974
- ! The Safe Drinking Water Act of 1974 [42 U.S.C. Section 201, 300(f), et. seq., and U.S.C. Section 349 as Amended, particularly Section 1424(e) (42 U.S.C. Section 300H-303(e))]
- ! The Federal Water Pollution Control Act of 1972, As Amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. Section 1251, et. seq.)
- ! The Solid Waste Disposal Act, As Amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et. seq.)
- ! The Fish and Wildlife Coordination Act of 1958, As Amended, (16 U.S.C. Section 661, et. seq.)
- ! EPA List of Violating Facilities
- ! HUD Environmental Standards (24 CFR, Part 51, Environmental Criteria and Standards and 44 F.R. 40860-40866, July 12, 1979)
- ! The Wild and Scenic Rivers Act of 1968, As Amended (16 U.S.C. 1271, et. seq.)
- ! Flood Insurance
- ! Executive Order 11988, May 24, 1978: Floodplain Management (42 F.R. 26951, et. seq.)
- ! Executive Order 11990, May 24, 1977: Protection of Wetlands (42 F.R. 26961, et. seq.)
- ! Environmental Protection Act, NEB. REV. STAT. 81-1501 to 81-1532 (R.R.S. 1943)
- ! Historic Preservation

EXHIBIT C-1

LABOR STANDARDS AND PROVISIONS

- ! Section 110 of the Housing and Community Development Act of 1974, As Amended .
- ! Fair Labor Standards Act of 1938, As Amended, (29 U.S.C. 102, et. seq.)
- ! Davis-Bacon Act, As Amended (40 U.S.C. 276-a - 276a-5); and Section 2; of the June 13, 1934 Act., As Amended (48 Stat. 948.40 U.S.C. 276(c), popularly known as The Copeland Act
- ! Contract Work Hours and Safety Standards Act (40 U.S.C. 327, et. seq.)
- ! Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701(u)]

FAIR HOUSING STANDARDS AND PROVISIONS

- ! Section 104(a)(2) of the Housing and Community Development Act of 1974, As Amended Public Law 90-284, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et. seq.). As Amended by the Fair Housing Amendments Act of 1988
- ! Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, As Amended (42 U.S.C. 4630) and the Implementing Regulations Found at 49 CFR Part 24
- ! Relocation Assistance Act, NEB. REV. STAT. 76-1214 to 76-1242 (R.S. Supp. 1989)
- ! Nebraska Civil Rights Act of 1969 20-105 to 20-125, 48-1102 and 48-1116
- Uniform Procedures for Acquiring Private Property for Public Use, NEB. REV. STAT. 25-2501 to 25-2506 (R.R.S. 1943)

ADMINISTRATIVE AND FINANCIAL PROVISIONS

- ! U.S. Office of Management and Budget Circular A-87 "Cost Principles for State and Local Governments"
- ! U.S. Office of Management and Budget Circular A-102 "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments"
- ! 24 CFR 570.503 - Grant Administration Requirements for Use of Escrow Accounts for Property Rehabilitation Loans and Grants
- ! 24 CFR 570.488 to 570.499a - States Program: State Administration of CDBG Nonentitlement Funds
- ! Community Development Law, NEB. REV. STAT. 18-2101 to 18-2144 (R.S. Supp. 1982)
- ! Public Meetings Law, NEB. REV. STAT. 18-1401 to 18-1407 (R.R.S. 1943)
- ! 24 CFR Subtitle A (4-1-98 Edition) – 85 Administrative requirements for grants and cooperative agreements to State, local and federally recognized Indian tribal governments

MISCELLANEOUS.

- ! Hatch Act of 1938, As Amended (5 U.S.C. 1501, et. seq.)

The Applicant hereby certifies that it will comply with the above stated assurances.

Signed _____

Subscribed in my presence and sworn to before me.

Mayor _____
Title

May 21, 2013 _____
Date

Notary Public (Not required if on letterhead)



Incorporated — February 2, 1884

City of Wayne

April 3, 2001

Citizen Participation Plan City of Wayne, Nebraska

A. Participation by Citizens

All citizens, including low and moderate income citizens, shall be requested and encouraged to participate in the assessment of community issues, problems and needs, the identification of potential solutions, and priority to such issues, problems and needs, as follows:

1. All citizens shall be periodically requested to complete a community needs survey to identify community and neighborhood issues, problems and needs.
2. All citizens shall be notified by publication and posting of all meetings to discuss the identified needs, potential solutions and solution priorities.
3. All citizens, particularly low and moderate income citizens, shall be afforded the opportunity to serve on the various community improvement task forces established by the City Council;

B. Access to Meetings, Information and Records

Notice of public meetings conducted by the City Council and Planning Commission shall be published and posted not later than six (6) days prior to such meetings.

Agendas of all such meetings shall be available at the City Clerk's Office for public inspection.

All meetings where CDBG projects or applications are to be discussed shall be published and posted at least six (6) days prior to such meetings and all information and records concerning such CDBG projects or applications shall be available for public inspection at the Office of the City Clerk.

All meetings will be held at the City Hall which is accessible to the handicapped.

C. Specific CDBG Project Information

All citizens shall be provided with information regarding specific CDBG projects through public meetings and publication of notices which provide all pertinent information regarding any CDBG project including, but not limited to, the following:

1. The amount of CDBG funds expected to be made available to the City for the current fiscal year, including CDBG funds and anticipated program income;
2. The specific range of activities that may be undertaken with CDBG funds;
3. The estimated amount of CDBG funds to be used for activities that will meet the national objective of benefit to low and moderate income persons, and;
4. A description of any proposed CDBG funded activities which are likely to result in displacement of persons along with the City's anti-displacement and relocation plans.

D. Provisions for Technical Assistance to Citizens

The City Clerk shall maintain current information of available resources for community improvement efforts and CDBG programs available and provide such information upon request by any citizen or group representing any citizen or group of citizens and the City Clerk shall provide assistance in developing proposals to address issues, problems and needs identified by such citizen or citizens.

E. Public Hearing on CDBG Activities

The City shall conduct a minimum of two (2) public meetings or hearings with regard to any CDBG application. One (1) such meeting or hearing shall be conducted at the initiation of any such application and a second public hearing shall be held during implementation of any CDBG funded activity to obtain citizen input, comments or opinions with regard to such application(s) and with regard to program or project performance.

The City Clerk shall act as the contact person for all questions, comments or concerns expressed by any citizen with regard to any CDBG program or project and shall forward any such questions, comments or concerns to the City Council at the next regular meeting of the City Council immediately following expression of such questions, comments or concerns. The City Clerk shall also be responsible for transmitting the City Council's response to any such question, comment or concerns to the citizen or citizens expressing the same.

F. Needs of Non-English Speaking Citizens

Although it is not anticipated that non-English speaking persons will participate in the citizen participation process, the City Clerk shall make arrangements for oral or written translation of information regarding any CDBG program, application or project upon request by such non-English speaking persons or representatives of such persons.

G. Compliance/Grievance Procedures

The City Clerk shall post a notice at the City Office which provides name, telephone number, address and office hours of the City Clerk for citizens who wish to file a complaint or grievance regarding any CDBG program, project or application.

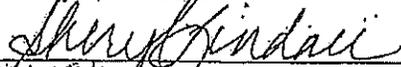
Individuals wishing to submit a complaint or file a grievance concerning activities of or application for CDBG funds may submit a written complaint or grievance to the City Clerk.

The City Clerk shall present such complaint or grievance to the City Council at the next regular meeting of the City Council, where it shall be reviewed by the City Council members. The individual submitting such complaint or grievance shall be notified of such meeting and shall be given the opportunity to make further comments at such meeting. The City Council shall issue a written response to any complaint or grievance within five (5) working days following the meeting at which a response is formulated. Such response shall be mailed to the individual citizen(s) submitting the complaint or grievance by the City Clerk to the last known address of said citizen(s).

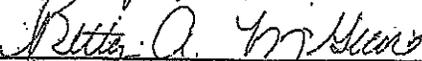
In the event the nature of the complaint or grievance is determined to be a matter requiring immediate action, a special meeting of the City Council shall be called to review the matter within ten (10) working days of receipt of such complaint or grievance.

H. Adoption

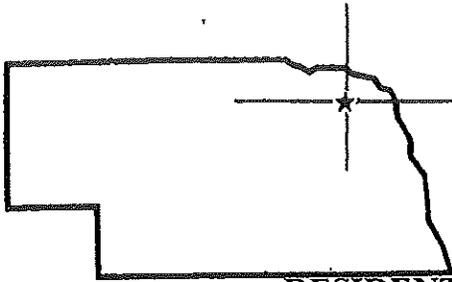
This Citizen Participation Plan is hereby adopted by action of the City Council of Trustees of the City of Wayne, Nebraska.



Sheryl Lindau, Mayor



Attest: Betty McGuire, City Clerk



City of Wayne

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

The City of Wayne will replace all occupied and vacant occupiable low-moderate-income dwelling units demolished or converted to a use other than as low-moderate-income housing as a direct result of activities assisted with Community Development Block Grant (CDBG) funds provided under the Housing and Community Development Act of 1974, as amended.

All replacement housing will be provided within three (3) years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the City of Wayne will make public and submit to DED the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low-moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and
6. The basis for concluding that each replacement dwelling unit will remain a low-moderate-income dwelling unit for at least ten (10) years from the date of initial occupancy.

The City of Wayne will provide relocation assistance, according to either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24) or 24 CFR 570.496a(c) to each low/moderate-income family displaced by the demolition of housing, or the conversion of a low-moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the CDBG program, the City of Wayne will take the following steps to minimize the displacement of persons from their homes:

1. Maintain current data on the occupancy of houses in areas targeted for CDBG assistance.
2. Review all activities prior to implementation to determine the effect, if any, on occupied residential properties.
3. Include consideration of alternate solutions when it appears an assisted project will cause displacement, if implemented.
4. Require private individuals and businesses to consider other alternatives to displacement causing activities, if they are requesting CDBG assistance.

Signed _____

Title Mayor

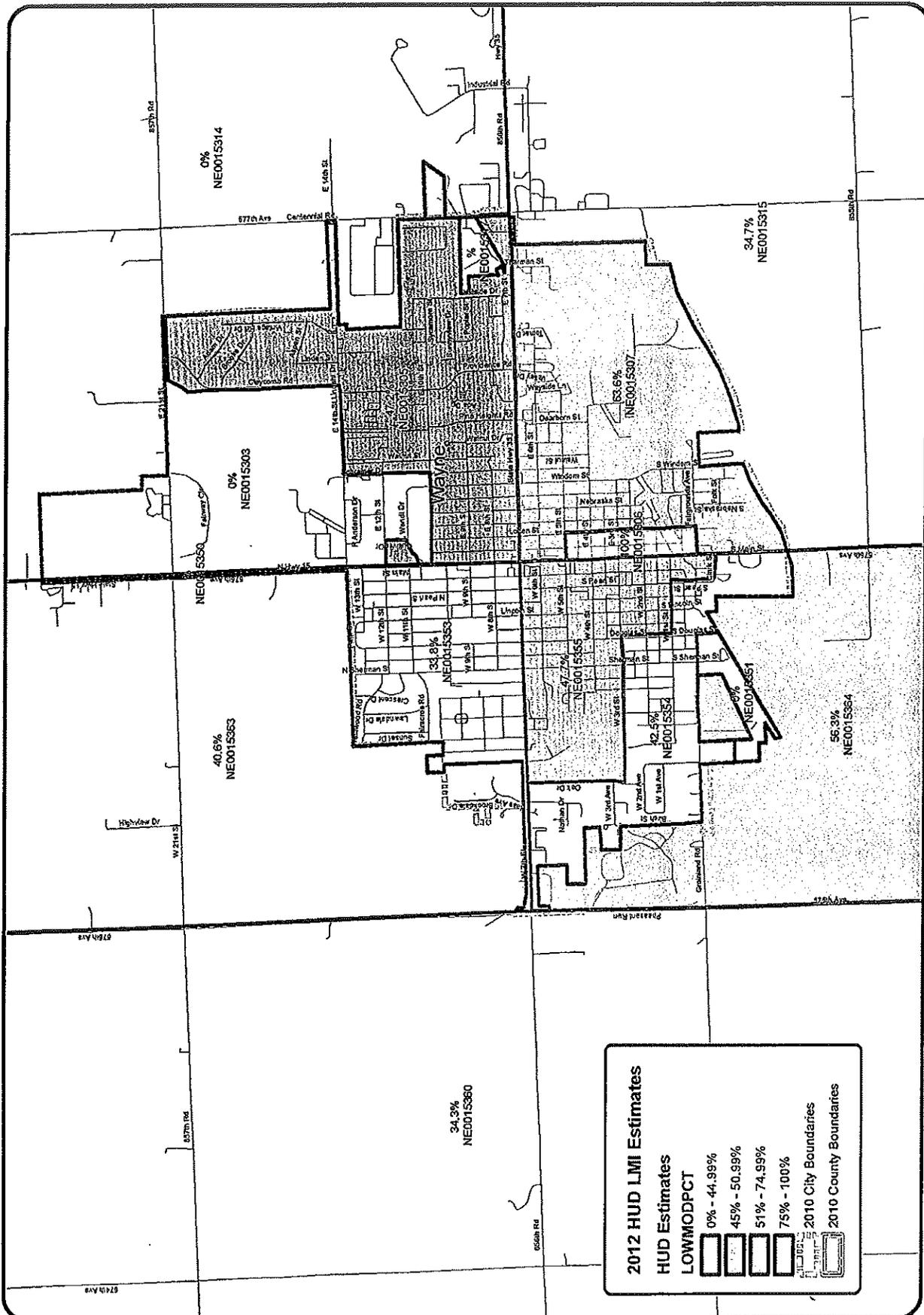
Date May 21, 2013

Subscribed in my presence and sworn to before me.

Notary Public (Not required if on letterhead)

EXHIBIT D

Concentration of Low to Moderate Income Households in Wayne



Jason Seamann-Nebraska Department of Economic Development - October 2012
 Census 2012 Low and Moderate Income Summary Data
 -090- Split Block Group (urban/rural)
 Roads, Places, and County Shape files from DNR

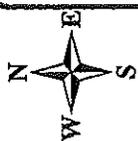


EXHIBIT E

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City of Wayne
CDA Claims List
May 21, 2013

5/8/13	State National Bank – 10 th & Main property	47,133.50
5/8/13	State National Bank – cashier check fee	5.00
5/13/13	Pieper & Miller Trust – 10 th street Property	64,845.10

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

RESOLUTION NO. 2013-8

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT
AND PLAN FOR THE WESTERN RIDGE PARTNERSHIP
DEVELOPMENT PROJECT IN THE CITY OF WAYNE, NEBRASKA; AND
APPROVAL OF RELATED ACTIONS**

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska (the “City”), upon the recommendation of the Planning Commission of the City of Wayne, Nebraska (the “Planning Commission”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “Redevelopment Area”) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Contract including a Redevelopment Plan (the “Plan ”), has been prepared by the Agency in the form attached hereto as **Exhibit B**, for the purpose of redeveloping that portion of the Redevelopment Area legally described on **Exhibit B** (the “Project Area”); and

WHEREAS, the Agency has made certain findings and pursuant thereto has determined that it is in the best interests of the Agency and the City to enter to adopt the Redevelopment Plan and to carry out the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA AS FOLLOWS:

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan 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 in 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 provisions for light and air, the promotion of the 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.

Section 2. The Agency has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not have been economically feasible without the use of tax increment financing, the Project would not have occurred in the Project Area without the use of tax increment financing and 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 and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. The Agency hereby recommends that the Mayor and City Council approve the Redevelopment Plan attached hereto as Exhibit B.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out this Resolution.

Section 5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 21st day of May, 2013.

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

ATTEST:

By: _____
Chair

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in Western Ridge Third Addition to the City of Wayne, Wayne County,
Nebraska.

* * * * *

EXHIBIT B

Redevelopment Contract

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 21st day of May, 2013, by and between the Community Development Agency (the “Agency” of the City of Wayne, Nebraska (“City”), and Western Ridge, a partnership (“Redeveloper”).

WITNESSETH:

WHEREAS, the City of Wayne, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 2 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the “Act”), and has designated an area in the City as blighted and substandard; and

WHEREAS, Agency and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

NOW, THEREFORE, in consideration of the Redevelopment Area and the mutual covenants and agreements herein set forth, Agency and Redeveloper 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 2 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto

“**Agency**” means the Community Development Agency of the City of Wayne, Nebraska.

“**Certificate of Completion**” means a certificate, executed by a Manager or other duly authorized officer of Redeveloper, representing and warranting that the Project is substantially complete.

“**City**” means the City of Wayne, Nebraska.

“**Governing Body**” means the Mayor and City Council of the City.

“Holder” means the holders of TIF indebtedness issued by the Agency from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Agency by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by an independent certified public accountant verifying the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper to acquire the Project and for streets and utilities pursuant to the Act as identified on Exhibit D.

“Redeveloper” means Western Ridge an Nebraska Partnership.

“Redevelopment Area” means that certain real property situated in the City of Wayne, Wayne County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Agency and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area as set forth in the Redevelopment Contract, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Agency, as supplemented from time to time, approving this Redevelopment Contract.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Agency pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

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

Section 1.02 Construction and Interpretation.

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

(a) 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.

(b) ‘The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word ‘including” shall be construed as meaning “including, but not limited to.”

(d) The words ‘will” and “shall” shall each be construed as mandatory,

(e) 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.

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

(g) 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.

The Agency makes the following representations and findings:

(a) the Agency is a duly organized and validly existing community development agency under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

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

(e) (1) The Redevelopment Plan 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, and

(2) (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 Agency and have been found to be in the long-term best interest of the community impacted by the Project.

(f) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, 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 the 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 insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is an Nebraska Partnership, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) 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 Redeveloper 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 Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened

against Redeveloper affecting its 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 in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Agency prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Agency.

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby provides 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 set forth in this section. The effective date of this provision shall be January 1, 2014. Said tax shall be divided as follows:

(a) That proportion 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 (as defined in the Act) 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 proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount, if any, shall be allocated to, is pledged 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 of money to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, such 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 Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

Agency shall incur TIF Indebtedness in the form and principal amount and bearing interest amid being subject to such terms amid conditions as are specified on the attached exhibit C. No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the

Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; (c) obtained approvals necessary for construction of the Project from the Nebraska Department of Environmental Quality; and (d) entered into a contract for construction of the Project. The Agency shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to or to the order of Redeveloper upon payment of the principal amount thereof. The Agency may (but is not obligated to), from time to time and subject to the provisions of the Act, issue additional TIF Indebtedness secured by the TIF Revenues for the purpose of funding additional Project Costs, if projected TIF Revenues are projected to be sufficient to pay principal and interest on such additional TIF indebtedness.

Section 3.03 Pledge of TIF Revenues.

The Agency hereby pledges the TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Agency shall grant 100% to the Redeveloper for use in paying Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the City and Redeveloper upon receipt of requisitions for Project Costs which include supporting documentation requested by Agency and shall, if requested by Redeveloper, be made in one or more advances.

Section 3.05 Creation of Fund.

The 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 TIF Indebtedness issued pursuant to Sections 3.02 and 3.03 above.

Section 3.06 Installation of Infrastructures

The Agency shall provide that the City shall install the infrastructure required to be installed by the City pursuant to Exhibit E.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the

Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Agency a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Agency and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Agency with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of any of the policies.

Section 4.02 Cost Certification.

Redeveloper shall submit to Agency a certification of Protect Costs, on or before the date of submission of the Certificate of Completion, prepared by a certified public accountant acceptable to Agency, which shall contain detail and documentation showing the payment of Project Costs specified on the attached Exhibit D in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Agency Costs.

Redeveloper shall reimburse the Agency, on the date of approval of this contract by the Agency for legal fees and costs then due, and again upon the issuance of TIF Indebtedness, for legal fees and costs incurred by the Agency in connection with this Redevelopment Contract. This sum is estimated to equal \$10,000.00.

Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it 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. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper 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.

Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of Five Hundred Thousand Dollars (\$500,000) no later than as of January 1, 2014. During the period that any TIF Indebtedness is outstanding, Redeveloper will (1) not protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than Five Hundred Thousand Dollars (\$500,000) after substantial completion or occupancy; (2) not convey the Redevelopment Area on 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; (3) cause all real estate taxes and assessments levied on the Redevelopment Area and Project to be paid prior to the time such become delinquent during the term that any Bonds are outstanding; and affirmatively protest for an increase in real estate property valuation on the Redevelopment Area in the event that the Redeveloper receives notice that the Wayne County Assessor intends to value the real property in the Redevelopment Area at a value of less than Five Hundred Thousand Dollars (\$500,000).

Section 4.06 Payment in Lieu of Real Estate Taxes.

Redeveloper agrees to make payments in lieu of taxes, 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 TIF Indebtedness when due. This payment in lieu of tax obligation may be represented by a note or other evidence of indebtedness. Such TIF Revenues shall be deemed not sufficient and the Agency shall not be required to send notice if such revenues are less than \$10,000 for the year 2014, and for the years 2015 through and including 2028 becoming delinquent in years 2015 through 2027, respectively.

Section 4.07 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Redevelopment Area, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof without the prior written consent of the Agency, which the Agency shall grant or deny within fifteen (15) days of receipt of written request from Redeveloper, which consent shall not be unreasonably withheld, and which the Agency may make subject to any reasonable terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Agency:

(a) any conveyance as security for indebtedness incurred by Redeveloper for Project Costs on any subsequent physical improvements to the Redevelopment Area, provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;

(b) any conveyance to any person or entity which owns more than 50% of the voting equity interests of Redeveloper (if Redeveloper is a corporation, partnership, limited liability company or other entity) or with respect to which Redeveloper owns

more than 50% of the voting equity interests, provided that any such successor owner of the Project agrees to assume all obligations of the Redeveloper and be bound by all terms and conditions of this Redevelopment Contract;

(c) if Redeveloper is a corporation, partnership or limited liability company, any merger, consolidation, split off, split-up, spin off or other reorganization of Redeveloper which does not result in a substantial change of control or management of the Redeveloper, provided that any such successor owner of the Project agrees to assume all obligations of the Redeveloper and be bound by all terms and conditions of this Redevelopment Contract.

Section 4.08 Payment of Public Infrastructure Costs.

Redeveloper shall pay all costs incurred by the City for installation of paving, sewer and water related to the Project. Such payment may be paid in advance from the Grant provided in Section 3.04 or in the form of payment of special assessments levied by the City for installation of such improvements. Redeveloper shall pay all special assessments for such infrastructure prior to delinquency. Failure to make such special assessment payments prior to delinquency shall be an event of default under this agreement.

Section 4.09 Immigration Status.

Redeveloper agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in § 4-114, *Neb. Rev. Stat. 2012*, to determine the work eligibility status of new employees physically performing services on the Project.

Section 4.10 Purchase of TIF Indebtedness.

Redeveloper shall purchase the TIF Indebtedness immediately upon issuance for the full face value of the issue.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Agency with evidence satisfactory to the Agency that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Redevelopment Area without the prior written consent of the Agency except encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Redevelopment Area.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Redeveloper.

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 any 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 on in breach of its obligations.

Section 6.02 Additional Remedies of Agency

In the event that:

(a) The Redeveloper, on successor in interest, fails to commence construction of the Project (which, for purposes of this paragraph shall mean expenditure (on binding commitments to incur expenditures) of an amount equal to at least thirty percent (30%) of the total projected cost of the Project) by September 1, 2013;

(b) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2014, or shall abandon construction work for any period of 90 days,

(c) the Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(d) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Agency, then the Redeveloper shall be in default of 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 Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). The Liquidated Damages Amount shall be paid by Redeveloper 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 Redeveloper demanding payment.

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

In the event that any utility extension project or paving, including storm drain system work to be assessed to properties in this redevelopment area is intended to be paid for with Tax Increment Financing Funds, then said projects only, shall be required to go through the public bidding process.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper 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 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, amid 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 forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced 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 forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof amid requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Agency, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Agency under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Agency on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City or Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Agency from, agrees that neither the City or Agency shall be liable for, and agrees to indemnify and hold the City and Agency 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.

The Redeveloper will indemnify and hold each of the City and Agency 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, attorneys' fees and 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 Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including 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 Redevelopment Area 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 Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

IN WITNESS WHEREOF, Agency and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE, NEBRASKA

City Clerk

By: _____
Chair

WESTERN RIDGE

By: _____
General Partner

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 21st day of May, 2013, by Jon Haase and Betty A. McGuire, Chair of the City and City Clerk, respectively, of the City of Wayne, Nebraska, on behalf of the Community Development Agency of the City.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of May, 2013, by _____, General Partner, Western Ridge, on behalf of the Partnership.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 5A of the Replat of Lot 5, Western Ridge Third Addition in the City of Wayne, Wayne County, Nebraska, together with that portion of Milo Drive adjacent thereto.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

Infrastructure installation, including pavement, curb, gutter, and sewer and water main and line extension to allow the construction of a new 9178 square foot retail building including outside display and sales area and parking lots, and all equipment and supplies necessary for the operation thereof.

EXHIBIT C

TIF INDEBTEDNESS

1. Principal Amount: Series A: The maximum amount, which, together with Interest accruing thereon, can be fully amortized by December 31, 2028, solely from projected TIF Revenues based on the current aggregate ad valorem tax rate (together with the City's ad valorem tax rate) applicable to the Redevelopment Area times an assumed project valuation of \$500,000. [Assumed value to be \$93,000.00]
2. Payments: Semi-annually or more frequent, with interest only until 2015, in substantially equal amounts sufficient to fully pay the TIF indebtedness in full on or before December 31, 2028.
3. Interest Rate: (5%)
4. Maturity Date: On or before December 31, 2028.

EXHIBIT D
PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Utility extensions, installation of gas, water, sewer serving the project.
2. Construction of roadways and assessments for paving and curb and gutter adjacent to the Project and utility extensions.

Exhibit E

DESCRIPTION OF PROJECT AND AMENDEDE REDEVELOPERS REDEVELOPMENT PLAN FOR WESTERN RIDGE, PROJECT

OVERVIEW:

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

The Redeveloper will acquire and rehabilitate the real estate shown on Exhibit A by constructing a 9178 square foot retail facility. Additionally, the Redeveloper shall pay for the installation of a one half of the paved street, and all sewer, water, gas and other utility extension costs adjacent to the project site.

The Redeveloper will not develop the project in the redevelopment area or elsewhere without the benefit of tax increment financing. The costs of the project are simply too great to be absorbed by the Redeveloper without the assistance of tax increment financing. All financing for the project is entirely contingent on the grant set forth in the redevelopment contract to which this exhibit is attached. The Redeveloper proposes that the Community Development Agency issue Bonds 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 Redeveloper will use the proceeds of the Bonds to assist in the construction of a portion of the paving and utility connections installed by the City for the benefit of the Project in accordance with the Act.

THE REDEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates a change in current land use. The property is currently unimproved. The site will be developed for a new retail single unit structure. 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 creation and paving of an access road. There will be a burden on traffic flow as employees and customers will access the facility from adjacent streets. However, current traffic signs are sufficient to handle the increased traffic. The Redeveloper shall pay the City of Wayne a portion of the sums expended by the City for engineering, bidding and installation of all paving, curb, gutter, sewer, water and other infrastructure extension benefitting the project adjacent to Lot 5A of the Replat of Lot 5, Western Ridge Third addition including the public right -of-way abutting thereon. That portion of the paving, shall be for one half of the

paving cost abutting the Project site, and all of the curb and gutter abutting the site and all utility extension costs for the site.

3. Relationship of Plan to Local objectives for community facilities: This plan neither provides nor requires any additional community facilities. However, it will provide an attractive expanded retail facility in the community.

4. Redevelopment project boundaries: Exhibit E-1 to the Redevelopment Contract shows the boundaries of the project. The property is unimproved.

5. Proposed land use plan: Exhibit E-1 shows the proposed land use plan after redevelopment as a retail facility.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain unchanged for the area. An approximately 9178 square foot building will be added to the real estate as part of the Redevelopment Plan.

7. Statement regarding change in street layouts: This Plan proposes a change in street layout. As shown on Exhibit E-1. Redeveloper shall construct the facility in such a manner so as to prevent rain water from ponding on the adjacent properties.

8. Site plan after redevelopment: Exhibit E-1 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: Additional public utilities are required to support the proposed change. These extensions will be paid from the proceeds of the TIF Indebtedness and other funds provided by the Redeveloper.

10. Public cost/benefit analysis: This plan requires that the Redevelopers will construct and own a retail facility. The Redeveloper will provide all financing for the project. The Redeveloper will obtain funds for the purchase of the Bonds issued by the Agency, or purchase such bonds outright. Such 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, 2014. After the 15-year TIF period, the increased taxes will be paid to the normal taxing authorities.

Tax benefit: Currently the real estate is unimproved.

The project will result in the addition of employees but it is estimated that most employees will come from the surrounding area. No other impact is expected on employees or employers in the immediate area, inside or outside of the redevelopment project area. No tax shifts have been identified. No undue stress on the school system, police or fire protection is contemplated. Current housing in Wayne is adequate for the current employees. The Agency has not identified any additional negative impacts to citizens or taxing entities affected by the Redevelopment

Project.

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 area specified in the plan, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2014. The taxes in the redevelopment project area [Exhibit A legal description] shall be divided 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.

E-1
Site Plan with Street and Utility Extensions

Attachment A

Wayne Community Development Agency (CDA)
And
~~Wayne Community Housing Development Corp. (WCHDC)~~

WESTERN RIDGE II PLANNED UNIT DEVELOPMENT
AND NAHTF GRANT NEW CONSTRUCTION PROJECT

This is a legal and binding document, if you have questions contact an attorney. Please read carefully and initial where necessary.

The Western Ridge II Subdivision, Phase I, a ~~Nebraska Affordable Housing Trust Fund New Construction project provide a variety of single family home options for home buyers.~~ Phase II, and Phase III lots will be sold with the same guidelines; however the lot prices vary. To understand the process, buyers must first identify their buying intentions:

New Home Buyers:

All lots will have a \$5,000 performance lien placed on them by granting a deed of trust to CDA that will be subordinated to all other loans used to purchase and develop the property. If a house is completed as determined by the issuance of an Occupancy Permit by the City of Wayne within a period that ends on December 15 after the second construction season following the date of closing of the sale by the CDA and the additional requirements as listed below are met, the CDA will remove the performance lien. **If the additional requirements are not met and a house is not completed within the required completion date then the performance lien may be subject to foreclosure by the CDA.** _____

~~From October 19, 2010 till December 31, 2011 the following incentives will be offered:~~

~~The CDA will carry the cost of the lot at 0% interest from the date of closing of the sale by the CDA until the subsequent sale of the lot and the house by the Buyer.~~ _____

~~The CDA will offer a \$1,500 rebate on the lot price; this offer will be made to the developer of the lot if the house has a "Certificate of Occupancy" issued by the City of Wayne within 12 months from the date of closing of the sale by the CDA.~~

Additional Requirements:

- The maximum purchase price of the home cannot exceed an assessed value of \$200,000 at the time the Certificate of Occupancy is issued by the city _____
- All homes built in the Western Ridge Second Addition, shall be constructed in compliance with the most recent National Energy Code Requirements _____

RES check documentation on the homes shall be provided to the building inspector.

- No lots will be allowed to be combined or split except to build town homes.

- No dwelling shall have a roof with a less than 4:12 pitch. _____
- All construction of single family dwellings and accessory structures shall be new. All new construction must be built at a minimum to Uniform Building Code standards.

- Every house must be constructed with an attached or unattached two car garage with paved access to a public street _____
- A minimum shade canopy of two large deciduous trees selected from a CDA approved species list is required to be maintained perpetually on each residential lot in the subdivision _____
- Prior to planting any trees within public street right-of-way, approval for such planting must be approved from the City of Wayne Street Department _____
- A permanent detention area with the holding capacity of 1" of runoff from the impermeable surfaces on the lot (2,000 SF of roof and 2,000 SF of driveway and sidewalk would need 12 cubic yards of detention in the yard or detention dam below) will be required to be maintained within the boundaries of each lot or mitigated within the areas of Out lots "B", "C" at the cost of the home builder and with the written approval of the city. _____.
- Within thirty (30) days after receipt of a Certificate of Occupancy for the dwelling, the Owner must have minimal landscaping completed, weather permitting, as follows:
 - A. Seeding or sodding of all open areas
 - B. Planting of the two required large shade treesIf weather does not permit, minimal landscaping items A. and B. must be completed within 6 months. _____
- If the owner does not complete and perpetually maintain the landscaping items A. & B. as listed above, the landscaping items A & B will be completed by the city and the home owner will be billed for the cost. _____

I have read and understand each of the initialed purchase requirements listed above.

Buyer

Buyer

Date

Date

Attest

Date

Attest

Date

Last amended ~~10/19/2010~~ 5/21/2013

RESOLUTION NO. 2013-47

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE,
NEBRASKA APPROVING A REDEVELOPMENT PLAN; AND RELATED
MATTERS**

WHEREAS, the City of Wayne, Nebraska, a municipal corporation and city of the first class (the “City”), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

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

WHEREAS, the City has previously declared the area legally described in **Exhibit A** attached hereto (the “Redevelopment Area”) to be blighted and substandard 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 or caused to be prepared a Redevelopment Contract, including a Redevelopment Plan (the “Redevelopment Plan ”), in the form attached hereto as **Exhibit B**, for the redevelopment of that portion of the Redevelopment Area legally described on **Exhibit B** (the “Project Area”); and

WHEREAS, the City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

WHEREAS, the City has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described therein are designed with the general purpose of accomplishing 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 in 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 provisions for light and air, the promotion of the 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.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

Section 1. The Redevelopment Plan is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency with respect to the Redevelopment Plan .

Section 2. The Redevelopment Plan is hereby approved in substantially the form attached hereto, with such immaterial changes, additions, or deletions thereto as may be determined to be necessary by the Mayor in her sole and absolute discretion. The Mayor and Clerk are hereby authorized to execute the Notice to Divide Taxes and file the same with the Assessor and Treasurer of Wayne County.

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area, to wit: Lot 5A of the Replat of Lot 5, Western Ridge Third Addition in the City of Wayne, Wayne County, Nebraska, for the benefit of any public body be divided for a period of 15 years after the effective date of this provision as provided in Section 18-2147 of the Act, which effective date shall be January 1, 2014, as follows:

(a) That proportion 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 (as defined in the Act) 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 proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged 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 of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the 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 the Project Area shall be paid into the funds of the respective public bodies.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

PASSED AND APPROVED this 7th day of May, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All lots in Western Ridge Third Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

**FORM OF REDEVELOPMENT PLAN
(Redevelopment Contract)**

RESOLUTION NO. 2013-32

A RESOLUTION AMENDING HOUSING CONSTRUCTION LOAN INCENTIVES FOR BUILDERS.

WHEREAS, on April 3, 2012, the Wayne City Council established “Housing Construction Loan Incentives for Builders” to promote the building of market-rate houses or townhouses in Wayne; and

WHEREAS, on May 1, 2102, the said Housing Construction Loan Incentives were amended by Resolution 2012-37; and

WHEREAS, on November 6, 2012, the said Housing Construction Loan Incentives were amended by Resolution 2012-84; and

WHEREAS, the City Council desires to amend said incentives as follows:

1. Lots can be selected within the city limits by the buyer or builder.
- ~~2. Incentives for fifteen homes will be approved on a first come, first serve basis.~~
3. Builder/buyer will sign an agreement with the City for approved incentives.
4. **Builder/buyer shall participate in the “Home Energy Rating System” (HERS) with a rating of .62, as verified by an independent third party.**
5. Eligible homebuyers must have an annual household income of no more than 150% median income for Wayne County.
- ~~6.~~ Builders will be eligible for ~~and limited to two~~ **two** \$20,000 construction loans for ~~two~~ speculative housing units at 0% interest until the date of sale or eighteen months, whichever comes first. When the builder **obtains an occupancy permit, pays back one or both of the \$20,000 construction loans,** he/she will be eligible for applying for an additional construction loan. ~~not to exceed the maximum of two.~~
7. A housing unit being built by a homeowner will be eligible for a \$30,000 loan at 0% interest, with payback at the time of permanent financing.
- ~~8. Only two incentive houses per contractor. When an incentive is paid off, the contractor may apply for an additional incentive if there are still funds available.~~
9. Builders/Property Owners can also be eligible for the following:
 - a. **Two** market rate apartment unit loans at \$5,000 per unit at 0% interest for 3-years; or
 - b. A \$5,000 single-family market rate home loan at 0% interest for 3-years; or
 - c. \$5,000 loans at 0% interest for 3 years for the **total** renovation of multi-unit housing on a per apartment unit basis.

If the property is sold or transferred before the 3-year term is up, the loan becomes due and payable.

10. Proceeds from the incentive loan repayments will be deposited into **the Community Development Agency** ~~a City revolving loan~~ fund to be re-loaned for future housing construction incentives.
11. Construction loan would be secured by a Deed of Trust on the property and subordinate to commercial or private construction financing.
12. Applications for housing incentive construction loans must be submitted to the Wayne City Council's **designated representative** for their approval.
13. Approval of front elevation design of each house receiving a construction loan incentive will be required by the City Council or a designated representative with approval of the building permit.
14. Houses must be ready for occupancy permit within 24 months (two construction seasons) of date of execution of an incentive agreement.
15. Suggested penalties for not completing house within the required 24 months are:
 - a. If primary construction loan is not secured within 6 months of approval of the incentive, the City incentive loan will become void.
 - b. If the house is not ready for occupancy within 24 months, the builder is not eligible for future city incentives.
 - c. If the house does not have an occupancy permit within 24 months, the loan is in default and due immediately at 5% interest from the date of loan approval.

~~16. Request for Community Development Agency funds will need to borrow funds from the Electric Fund to establish the first round of loans.~~

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Wayne, Nebraska, hereby approve and adopt the foregoing amended "Housing Construction Loan Incentives" to promote the building of market-rate houses **or market rate apartment units, or for the total renovation of market rate apartments townhouses** in Wayne.

PASSED AND APPROVED this 21st day of May, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

What is the HERS Index?

The Home Energy Rating System (HERS) Index is the INDUSTRY STANDARD by which a home's energy efficiency is measured. It's also the NATIONALLY RECOGNIZED system for inspecting and calculating a home's energy performance.

What does a HERS Rating say about a house?

The HERS Index MEASURES A HOME'S ENERGY EFFICIENCY and there are a lot of great reasons to have a home energy assessment performed on your house.

It can tell you so much about the home you live in, like how efficiently it's operating and where you can make modifications for greater energy savings. When you're selling your home, a low HERS rating can command a higher resale price. And when you're buying a home you can anticipate the costs of energy bills and efficiency upgrades.

How does the HERS Index work?

- A certified Home Energy Rater assesses the energy efficiency of a home, assigning it a relative performance score. The lower the number, the more energy efficient the home.
- The U.S. Department of Energy has determined that a typical resale home scores 130 on the HERS Index while a standard new home is awarded a rating of 100.
- A home with a HERS Index Score of 70 is 30% more energy efficient than a standard new home
- A home with a HERS Index Score of 130 is 30% less energy efficient than a standard new home

More on [what the scores mean](#).

To calculate a home's HERS Index Score, a certified RESNET home energy rater carries out an energy rating on your home and compares the data against a 'reference home' – an imaginary home of the same size and shape as the actual home, so your score is always relative to the size, shape and type of house you live in.

Some of the variables included in an energy rating are:

- All exterior walls (both above and below grade)

Discover how the HERS Index works for yourself!

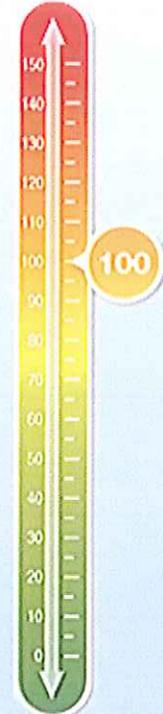
Launch our Interactive HERS Index Model and find out what the numbers could mean for you!

Click and drag the Score Indicator

Watch the Index scores change

Find out the potential impact on your home and bank account!

LAUNCH NOW!



More than 1 MILLION American homes have received their HERS Index Score.

- **Floors over unconditioned spaces (like garages or cellars)**
- **Ceilings and roofs**
- **Attics, foundations and crawlspaces**
- **Windows and doors, vents and ductwork**
- **HVAC systems, water heating system, and your thermostat.**

Learn more about the benefits of a home energy assessment for your home.

If you want to learn your home's HERS Index Score, you need to get an energy rating on your home. RESNET makes it easy to [find a certified rater](#) in your area. Use our tool to search locally.

[Learn More](#)

RESOLUTION NO. 2013-43

A RESOLUTION ACCEPTING BID ON THE DEMOLITION AND REMOVAL OF THE STRUCTURE LOCATED AT 111 FAIRGROUNDS AVENUE.

WHEREAS, two competitive bids on the demolition and removal of the structure located at 111 Fairgrounds Avenue were received on May 3, 2013.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the demolition and removal of the structure located at 111 Fairgrounds Avenue, as submitted by the following contractor, is the best bid received.

<u>Bidder</u>	<u>Amount of Bid</u>
Milo Meyer Construction, Inc. 1002 Industrial Road Wayne, NE 68787	\$9,880.00

BE IT FURTHER RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the published notice, and attached hereto, be and the same is hereby accepted.

PASSED AND APPROVED this 21st day of May, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Water/Sewer Mower

A total of \$15,000 has been budgeted to purchase a new mower for the Water and Sewer Departments. \$7,500 was budgeted in each department. The mower will be used to mow the treatment plant, all well locations, as well as the water tower and booster station sites. We will sell a couple of old mowers at auction and should recover \$750-\$1,000 of this cost.

Bids were received from Grossenburg Implement and Norfolk Implement for 72" front deck commercial mowers.

Below are the most competitive bids for like equipment:

Grossenburg Implement, Wayne

John Deere, ZTrac, Model Z960R, 72" mower deck, 31 HP Kawasaki engine, **\$10,575**
Includes suspension seat with armrests

Norfolk Implement, Norfolk

Skag, Cheetah, Model SCZ72V-34KH, 72" mower deck, 34 HP Koehler engine, **\$10,242**
No suspension seat.

Gravely, Pro Turn, Model 992239, 72" mower deck, 31 HP Kawasaki engine, **\$10,279**
Includes suspension seat with armrests

Summary:

Skag is not a brand we have any experience with. It was not bid with a suspension seat, which is necessary for this mower.

We have a Gravely and compared it to the John Deere mowers we use. The Gravely requires more maintenance.

Getting parts for these two mowers (Skag or Gravely) requires us to go to Norfolk or wait for shipping.

I recommend we purchase the John Deere mower from Grossenburg for \$10,575. We have a great deal of experience with these mowers and know they are quality commercial mowers. The deck on this mower is a one-piece stamped 7-gauge steel. The others are welded sections that we would need to re-weld. The John Deere mower is about \$300 more than the lowest bid, but being able to get parts and assistance locally will more than cover that cost while we own the machine.

RESOLUTION NO. 2013-48

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF A MOWER FOR THE WATER/SEWER DEPARTMENT.

WHEREAS, three bids were received for a mower for the Water/Sewer Department; and

WHEREAS, staff has reviewed the bids and recommends that the bid, as submitted by the following bidder/vendor, is the most responsible and best bid/price received as follows:

<u>Name and Address</u>	<u>Amount of Base Bid</u>
Grossenburg Implement Wayne, Nebraska	\$10,575

BE IT RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the published notice calling for the proposal of a Mower for the Water/Sewer Department be, and the same is hereby accepted.

BE IT FURTHER RESOLVED that any documents by and between the City and the bidder/vendor necessary to order and procure the said mower be executed within fifteen (15) days of the Notice of Award.

PASSED AND APPROVED this 21st day of May, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-49

A RESOLUTION ACCEPTING PROPOSAL AND APPROVING THE SHORT FORM OF AGREEMENT BETWEEN THE CITY OF WAYNE AND ADVANCED CONSULTING ENGINEERING SERVICES FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE INTERSECTION & TURNING LANES AT 10TH AND MAIN STREET.

WHEREAS, a proposal has been received from Advanced Consulting Engineering Services regarding the 10th and Main Street intersection project in the sum of \$18,250; and

WHEREAS, said proposal has been reviewed by city staff; and

WHEREAS, city staff is recommending that the proposal of Advanced Consulting Engineering Services for a lump sum amount of \$18,250 be accepted.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the proposal or agreement for engineering services for design and construction phase services for the intersection & turning lanes at 10th and Main Street, as submitted, is reasonable and responsive, and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the proposal or agreement, as set forth and filed with the City Clerk, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to sign said agreement on behalf of the City of Wayne, Nebraska, for the above-entitled project.

PASSED AND APPROVED this 21st day of May, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

SPECIAL NOTE ON USE OF THIS FORM:

This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 7, 2013 ("Effective Date") between
City of Wayne, Nebraska ("Owner")
and Advanced Consulting Engineering Services ("Engineer")
Engineer agrees to provide the services described below to Owner for Design of Intersection and Turning
Lanes at 10th and Main Streets ("Project").
Description of Engineer's Services: See Exhibit "A"

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all

covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains

an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Also included as part of this agreement are the following Attachments:

- Exhibit "A" Scope of Services
- Exhibit "B" Schedule of Rates and Charges

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount \$18,250

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 24 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

ENGINEER:

By:  _____

Title: President

Date Signed: Max 6, 2013

License or Certificate No. and State E - 9608
State of Nebraska

Address for giving notices:

City of Wayne

306 Pearl Street

Wayne, Nebraska 68787

Address for giving notices:

Advanced Consulting Engineering Services

133 West Washington Street

P.O. Box 218

West Point, Nebraska 68788

EXHIBIT A – SCOPE OF SERVICES

Design and Construction Phase Services for Turn Lanes at the Intersection of 10th and Main Streets

Advanced Consulting Engineering Services will provide the following scope of services for the design and construction of turn lanes at the intersection of 10 Street and Main Street

Topographic Survey

ACES will complete topographic study of properties purchased for this project, we will locate all property corners. One Call will be completed so that all existing utilities can be shown on the plans.

Preliminary Design

Preliminary design will include the addition of right hand turning lane for the North-bound traffic on Main Street (Highway 15) and for the West-bound traffic on 10th Street. The addition of the lanes will require redesigning the cross-section and the alignment for the 10th Street Main to Windom Improvement project. Design will be in accordance with Nebraska Department of Roads (NDOR) *Roadway Design Manual* and all current traffic standards. Plans will be submitted to the City of Wayne and the NDOR for review and comment.

Final Design

Final construction plans and specifications will be completed, along with an Engineer's estimate of costs. Comments from the City and NDOR will be implemented into the final plans. Final plans will be submitted to the City of Wayne and the NDOR. Upon approval of the final plans, the revised plans for the intersection and alignment will be issued to the contractor.

Construction Engineering:

- Negotiate change order with contractor on this the paving project,
- Review progress estimates,
- Conduct bi-weekly progress meeting with adjacent property owners, City and contractor,
- Non-resident project observations,
- Give direction to geotechnical and concrete testing personnel,
- Review testing results,
- Review final pay applications,
- Conduct final walk thru observations,
- Certify construction,
- Complete as-built drawings to be completed from redlines provided by the Owner's representative and the contractor,
- Provide project close-out data to NDOR

Exhibit "B" - Schedule of Rates and Charges – 2013

Construction Phase Services for 10th Street, Main to Windom Improvement Project

Surveying/Staking/Topographic Services/Project Observation

Terry Schulz, R.L.S. -----	\$75.00/hour
Evan Bartels, Crew Chief -----	\$55.00/hour
Field Crew Member -----	\$40.00/hour
GPS Equipment -----	\$25.00/hour
Drafting -----	\$40.00/hour
Office Personnel -----	\$60.00/hour

Professional Services

John Zwingman -----	\$135.00/hour
Leanne Ritter -----	\$100.00/hour
Taylor Went, E.I.T. -----	\$90.00/hour
Office Personnel -----	\$60.00/hour
Drafting -----	\$40.00/hour

Miscellaneous Reimbursable Expenses

Mileage -----	\$0.68/mile
Hotel -----	Room Charges +10%
Flags -----	\$0.50
Hubs -----	\$0.40
Guards -----	\$0.80
Lath -----	\$1.00
Pins/Rebar/Caps -----	\$7.50
Additional Plan Copies -----	\$0.35/page
Four Wheeler -----	\$50.00/day
Filing Fees -----	\$10.00/Each

Article V. POULTRY

Definition

Poultry. The term "poultry" in this article shall mean only chickens, ducks, and geese.

Registration

Any person or resident who shall own, keep, or harbor poultry over the age of fourteen days within the city shall within 30 days after acquisition of the poultry, or moving to the city, shall register annually on or before May 1 of each year with the city police department. Registration shall be issued by the chief of police upon the payment of the current license fee for owning poultry. This license shall not be transferable; and no refund will be allowed in the case of death, sale, or other disposition of the licensed poultry. The applicant for a registration shall state at the time the application is made upon printed forms the name, address, and the number of poultry owned, kept, or harbored. The fee shall be delinquent after the expiration of 30 days from May 1 of each year; however, the owner of any poultry becoming subject to the city license requirements subsequent to May 1 of each year shall not be subject to a penalty if the registration fee is paid within 30 days of the time the poultry became subject to registration. After the 30-day grace period allowed in this section, the current registration fee and penalty shall be paid on all annual registrations after the grace period.

Penalty: Any owner of poultry over the age of fourteen days who fails to obtain a license within the time period specified in this chapter shall be subject to a fine of \$50.

Sex

No person shall be own, keep, or harbor any male poultry within city limits. Any owner who owns, keeps, or harbors male poultry within city limits shall be subject to a fine of \$100.

Limit per household

Any person who shall harbor or permit any poultry to be, for ten days or more, in or about his or her house, store, or enclosure, or to remain to be fed, shall be deemed the owner and possessor of such poultry. The limit of poultry per residence shall be four. This includes offspring.

Proximity to residences and property lines

No person, whether as owner, bailee, keeper, or custodian shall keep or maintain any poultry within fifty (50) feet of any part of any building used by another as a residence, a place of dwelling, or a place of business. In addition, no poultry owner, bailee, keeper, or custodian shall keep or maintain any poultry within twenty-five (25) feet of any property line.

Confinement of poultry

Poultry shall be kept confined by their owners in a coop, pen, or other enclosure. Such enclosure shall be kept sanitary.

Liability of person caring for poultry

Any person who shall harbor or permit any poultry to be for ten days or more in or about his house, store or enclosure, or to remain to be fed, shall be deemed the owner and possessor of such poultry and shall be deemed to be liable for all penalties prescribed in this article and for all damages which such poultry shall cause to any real or personal property of any description belonging to another person.

Poultry at large

No person in charge, custody or control thereof, shall permit any poultry to go loose or run at large in any of the public ways, or upon the property of another, in city, or to be tethered or staked out in such a manner as to allow said animal to reach to or pass into any public way, or upon the property of another; and the running at large within the corporate limits of city, except in enclosed places on private property, of poultry is hereby declared to be a common nuisance and the same is hereby prohibited.

Penalty: Any person in charge, custody or control of poultry found at large shall be subject to a fine of \$50.

Offensive noise

(a) It shall be unlawful for any person to own, keep, or harbor any poultry which by loud, continued, or frequent offensive noises shall annoy or disturb any neighborhood or person.

(b) The phrase "annoy or disturb the neighborhood" shall include, but not be limited to, the creation of any noise constituting a nuisance by any animal which can be heard by any person, including a law enforcement officer, from a location outside of the building or premises where the animal is being kept and which animal noise occurs repeatedly over at least a ten-minute period of time with one minute or less lapse or time between each animal noise during the ten-minute period.

ORDINANCE NO. 2013-30

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-10 STOP SIGN LOCATIONS; WEST OF MAIN STREET, NORTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article I, Section 78-10 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-10. Stop sign locations; west of Main Street, north of Seventh Street.

(a) Stop signs are established at the following locations in the city:

1. West 13th Street at the south approach of Lincoln Street.
2. West 13th Street at the south approach of Pearl Street.
3. West 9th Street at the north and south approaches of Pearl Street.
4. West 7th Street at the north approach of Pheasant Run Road.
5. West 7th Street at the north approach of Haas Avenue
6. West 7th Street at the north approach of Sherman Street.
7. West 7th Street at the north approach of Douglas Street.
8. West 7th Street at the north approach of Lincoln Street.
9. West 7th Street at the north approach of Pearl Street.
10. Lincoln Street at the east and west approaches of W. 13th Street, to be enforced during the times the City pool is open.
11. Lincoln Street at the east and west approaches of West 11th Street.
12. Pearl Street at the east and west approaches of West 12th Street.
13. Pearl Street at the east and west approaches of West 9th Street.
14. Main Street at the west approach of West 13th Street.
15. Main Street at the west approach of West 12th Street.
16. Main Street at the west approach of West 11th Street.
17. Main Street at the west approach of West 10th Street.
18. Main Street at the west approach of West 9th Street.
19. Main Street at the west approach of West 8th Street.
- 20. Sherman Street at the west approach of Fairacres Road**
- 21. Sherman Street at the west approach of Westwood Road**

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 the passage, approval, and publication or posting as provided by law.

PASSED AND APPROVED this _____ day of _____, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-31

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE I, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, NORTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 78, Article I, Section 78-13 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-13. Stop sign locations; west of Main Street, south of Seventh Street.

(a) Stop signs are established at the following locations in the city:

1. West 7th Street at the south approach of Pheasant Run.
2. West 7th Street at the south approach of Donner Pass.
3. **Donner Pass at the west approach of Nathan Drive**
4. West 7th Street at the south approach of Oak Drive.
5. West 7th Street at the south approach of Sherman Street.
6. West 7th Street at the south approach of Douglas Street.
7. West 7th Street at the south approach of Lincoln Street.
8. West 7th Street at the south approach of Pearl Street.
9. West 5th Street at the north and south approaches of Sherman Street.
10. West 4th Street at the north and south approaches of Sherman Street.
11. West 3rd Street at the south approach of Wilcliff Drive.
12. West 3rd Street at the south approach of Blaine Street.
13. West 3rd Street at the north and south approaches of Sherman Street.
14. West 3rd Street at the north and south approaches of Douglas Street.
15. West 3rd Street at the north and south approaches of Lincoln Street.
16. West 1st Street at the north approach of Blaine Street.
17. West 1st Street at the north and south approaches of Sherman Street.
18. West 1st Street at the north and south approaches of Douglas Street.
19. West 1st Street at the north and south approaches of Lincoln Street.
20. West 1st Street at the north and south approaches of Pearl Street.
21. Grainland Road at the north approach of South Maple Street.
22. Grainland Road at the north approach of South Blaine Street.
23. Oak Drive at the west approach of 3rd Avenue.
24. Oak Drive at the east approach of West 3rd Street.
25. Sherman Street at the east and west approaches of West 6th Street.
26. Pearl Street at the east and west approaches of West 6th Street.
27. Pearl Street at the east and west approaches of West 5th Street.
28. Pearl Street at the east and west approaches of West 4th Street.

29. Pearl Street at the east and west approaches of West 3rd Street.
30. Pearl Street at the east and west approaches of West 2nd Street.
31. Main Street at the west approach of West 6th Street.
32. Main Street at the west approach of West 5th Street.
33. Main Street at the west approach of West 4th Street.
34. Main Street at the west approach of West 1st Street.
35. South Main Street at the west approach of Clark Street.

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 the passage, approval, and publication or posting as provided by law.

PASSED AND APPROVED this _____ day of _____, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne

Job Title: Police Dispatch Supervisor
Department: Police
Reports To: Chief of Police/Police Sergeant
FLSA Status: Hourly

Summary

Under the direction of the Chief of Police, performs in and supervises the operation of the communications center and receives telephone calls and radio messages and transmits voice radio messages to appropriate public safety personnel; receives the public and supplies necessary information; supervises and performs in the maintenance of a variety of records.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Relays instructions or questions from remote units. Records calls broadcast and complaints received. Questions callers to determine location and seriousness of emergency and response needed. Coordinates all police, fire, ambulance, and other emergency requests, relaying instructions to closest and most suitable units available through the use of radio and paging systems. Relays information between hospital staff and emergency medical technicians at site or in ambulance. Provides preliminary first aid instructions before paramedic truck or ambulance arrives. Transmits and receives messages between divisions of own agency and other law enforcement agencies. Contacts police officers to verify assignment locations, monitors dispatched units and, when necessary, serves as liaison with caller. Monitors alarm panels, closed circuit cameras for building security, front desk lobby. Assists daily processing of reports and records. Provides public and general assistance and related duties as required.

Instructs and supervises dispatchers in proper procedures and methods; supervises the training of dispatchers; develops and keeps up-to-date materials for training; receives telephone calls and other messages requiring action, determines priorities, and transmits information to appropriate personnel; monitors calls; receives emergency calls and dispatches appropriate unit to handle emergencies; schedules work of dispatchers; reviews work of dispatchers by listening to recordings; responds in off-hours to emergency needs at the center; evaluates performance of personnel; recommends changes as necessary to ensure proper and efficient operation of the communication center; plans, develops, implements and coordinates emergency communication policies and procedures to insure accurate and efficient dispatching of emergency services to the general public; handles personnel complaints and grievances; works varied hours for purposes of supervision evaluation; acts as relief dispatch as needed; acts as the communication center's TAC officer; participates in command staff meetings; assists in development in the division budget; performs specialized and managerial duties; performs other duties as required.

Supervisory Responsibilities

Directly supervises 4-6 employees in the Police Department Dispatch Center. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include training employees; planning, assigning, scheduling and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Competencies

To perform the job successfully, an individual should demonstrate the following competencies:

Customer Service - Manages difficult or emotional customer and employee situations; Responds promptly to customer needs; Solicits customer feedback to improve service; Responds to requests for service and assistance; Meets commitments.

Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.

Oral Communication - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Demonstrates group presentation skills; Participates in meetings.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.

Visionary Leadership - Inspires respect and trust; Mobilizes others to fulfill the vision; Provides vision and inspiration to peers and subordinates.

Change Management - Develops workable implementation plans; Communicates changes effectively; Builds commitment and overcomes resistance; Prepares and supports those affected by change; Monitors transition and evaluates results.

Delegation - Delegates work assignments; Matches the responsibility to the person; Gives authority to work independently; Sets expectations and monitors delegated activities; Provides recognition for results.

Leadership - Exhibits confidence in self and others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others; Accepts feedback from others; Gives appropriate recognition to others.

Managing People - Includes staff in planning, decision-making, facilitating and process improvement; Takes responsibility for subordinates' activities; Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Solicits and applies customer feedback (internal and external); Fosters quality focus in others; Improves processes, products and services; Continually works to improve supervisory skills.

Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others.

Organizational Support - Follows policies and procedures.

Judgement - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.

Motivation - Sets and achieves challenging goals; Demonstrates persistence and overcomes obstacles; Measures self against standard of excellence; Takes calculated risks to accomplish goals.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently; Plans for additional resources; Sets goals and objectives; Organizes or schedules other people and their tasks; Develops realistic action plans.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.

Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, Responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Volunteers readily; Undertakes self-development activities; Seeks increased responsibilities; Takes independent actions and calculated risks; Looks for and takes advantage of opportunities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work; Develops innovative approaches and ideas; Presents ideas and information in a manner that gets others' attention.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

High school diploma or general education degree (GED); and three years related experience and/or training in a communication/dispatch center.

Language Skills

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

Mathematical Skills

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

Reasoning Ability

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

Computer Skills

Ability to enter accurate data into Computer Aided Dispatch System and be proficient in word processing.

Other Skills and Abilities

Must be able to transmit and receive radio and telephone communications; must have fluent use of English language for both oral and written communications; possess or be able to obtain CPR certification; operate computer keyboard and typewriter, multi-line telephone system, and multi-channel radio/paging system; be detail oriented.

Other Qualifications

Must be able to maintain State Teletype Certifications.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision and color vision.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.

**Wayne Planning Commission Meeting Minutes
Monday, April 1, 2013**

Chair Pat Melena called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, April 1, 2013, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Lee Brogie, Jeff Carstens, Breck Giese, Jessie Piper, Derek Hill, Jill Sweetland, Chair Pat Melena, and Inspector/Planner Joel Hansen. Absent: Mark Sorensen.

Motion was made by Commissioner Hill and seconded by Commissioner Sweetland to approve the minutes for March 4, 2013, with one correction to page two, paragraph three, " ...as wel as to as **well** as...". Chair Melena stated the motion and second. All were in favor; motion carried unanimously.

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

Motion was made by Commissioner Braun and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council for the Redevelopment Plan for Lot 4 and 8 feet of vacated alley, Block 7, North Addition (509 Nebraska Street) and Lot 12, Block 6, North Addition (520 Nebraska Street), with the findings of fact being consistency with the comprehensive plan and staff's recommendation. Chair Melena stated the motion and second. Roll call vote: Commissioner Brogie – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Hill – aye; Commissioner Sweetland – aye; and Chair Melena – aye. Chair Melena declared the motion carried unanimously.

There being no further discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Piper to adjourn the meeting. All were in favor; motion carried unanimously; meeting was adjourned.

**Wayne Planning Commission Special Meeting Minutes
Monday, April 8, 2013**

Vice-Chair Lee Brogie called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, April 8, 2013, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Jeff Carstens, Breck Giese, Jessie Piper, Derek Hill, Sharon Braun, Jill Sweetland, Vice-Chair Lee Brogie, and Inspector/Planner Joel Hansen. Absent: Pat Melena and Mark Sorensen.

Motion was made by Commissioner Sweetland and seconded by Commissioner Carstens to approve the minutes for April 1, 2013, as presented. Vice-Chair Brogie stated the motion and second. All were in favor; motion carried unanimously.

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

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 Carstens and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council for the Benscoter Addition PUD Replat 2, with the findings of fact being, consistency with the comprehensive plan, the current and future land use map, and staff's recommendation. Vice-Chair **Brogie Melena** stated the motion and second. Roll call vote: Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Hill – aye; Commissioner Braun – aye; Commissioner Sweetland – aye; and Vice-Chair Brogie – aye. Vice-Chair Brogie declared the motion carried unanimously.

There being no further discussion, motion was made by Commissioner Carstens and seconded by Commissioner Sweetland to adjourn the meeting. All were in favor; motion carried unanimously; meeting was adjourned.