

AGENDA
CITY COUNCIL MEETING
September 17, 2013

1. Approval of Minutes – September 3, 2013

2. Approval of Claims

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the City Council Chambers.

The City Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

3. Proclamations: September 19, 2013, as “No Text on Board – Pledge Day”
September 23, 2013, as “Family Day – A Day to Eat Dinner with
your Children

4. Presentation by Lash Chaffin, Attorney with the League of Nebraska Municipalities,
Regarding Conflicts of Interest, Open Meetings Law, and Code
of Decorum

Background: In Nebraska, all authority for cities, schools and counties to incorporate, adopt ordinances, and operate is granted specifically by the Nebraska Unicameral. In the past 15 years, the Unicameral has created many new requirements and limitations for elected and appointed officials and for city staff. The League of Nebraska Municipalities conducts a series of educational workshops for newly elected officials after each election year to help familiarize us with the statutory requirements and limitations.

This afternoon’s presentation is a summary of the League’s workshops to provide additional background for newly appointed and elected officials here, information on any 2013 legislative action, and a refresher for the rest of us.

5. Action on Recommendation of Gary Boehle, First National Agency, to Change the
Renewal Date for the City’s Health and Accident Insurance
Policy from January 1, 2014, to December 1, 2013

Background: This action will allow us to renew our current group health plan ahead of the January start date for the American Health Care Act for one more year while we observe what happens. This only works if we plan to renew with Blue Cross since our current contract runs till December 31, 2013. We are seeking an indication of the expected 2014 rates for our current plan before Tuesday.

Recommendation: The recommendation of Betty McGuire, Third Party Administrator of our Medical Reimbursement Plan, and Lowell Johnson, City Administrator, is to change our renewal date to December 1st.

6. Action on Membership Application of Jacob Stenka to the Wayne Volunteer Fire
Department – Phil Monahan, Fire Chief

7. [Action on Request of Anthony Cantrell to Close off 10th Street from Providence Road to Hillside Avenue on Saturday, October 5th, from 6:30 a.m. until 5:00 p.m. for an Electric Vehicle Car Rally](#)

Background: This event is held to encourage high school students to design and build battery-powered racecars to compete on an oval track for the longest distance on a single battery charge. The aerodynamics and weight of the cars are designed for the maximum efficiency possible. The event is sponsored by WSC, City of Wayne, NPPD and Omaha Public Power District.

Recommendation: The recommendation of Marlen Chinn, Chief of Police, is to close the section of street for the event.

8. [Ordinance 2013-45: Amending Wayne Municipal Code by adding Section 34-62 Notice \(Second Reading\)](#)
9. [Ordinance 2013-40: Amending Sec. 90 Zoning – Multi-Family Dwellings \(Third and Final Reading\)](#)
10. [Resolution 2013-93: Making Findings and Declaring Portions of the City previously declared Blighted and Substandard pursuant to the Nebraska Community Development Act no longer Blighted and Substandard](#)

Background: State Statutes list the following in regard to declaring certain areas of cities eligible for redevelopment assistance using Tax Increment Financing:

58-502. Legislative findings.

The Legislature finds and declares the following facts and purposes of the Nebraska Redevelopment Act:

(1) It is the policy of this state to make revisions in its statutory structure if this will encourage both new and existing businesses to relocate to and expand in Nebraska and to provide appropriate inducements to encourage them to do so if this will aid in the economic and population growth of the state and help create better jobs for the citizens of the State of Nebraska and if this can be done in a fiscally sound and effective manner;

(2) The prevention and elimination of blighted and substandard areas is a matter of state public policy and public interest;

(3) There exists in and around certain cities of this state areas which are blighted and substandard due to a lack of sufficient economic activity, public and private infrastructure, job growth, wage levels, population growth, low-income and moderate-income housing, business expansion, and new construction;

(4) Such conditions have prevented economic and population growth in certain areas and are beyond remedy solely by the normal regulatory process and the ordinary operations of private enterprise; and

(5) The elimination of such conditions through the rehabilitation, acquisition, and redevelopment of such areas, and the application of ad valorem taxes on new investment in such areas, as provided in the act, are public uses and public purposes which the Legislature intends that the act will help accomplish.

11. Recess

- a. Convene as Community Development Agency
- b. Approve Minutes – September 3, 2013
- c. CDA Claims
- d. Consideration and Adoption of CDA Res. 2013-12 Recommending Approval of a Redevelopment Contract (Progressive Property Inspections, LLC – Kelby Herman) for Lots 11 and 12, Block 7, North Addition to the City of Wayne, Wayne County, Nebraska.
- e. Adjourn CDA and Reconvene as Council

12. Public Hearing: Redevelopment Plan of Progressive Property Inspections, LLC for Lots 11 and 12, Block 7, North Addition to the City of Wayne, Wayne County, Nebraska (Advertised Time: 5:30 p.m.)

Background: This property is already in an eligible redevelopment area. This redevelopment agreement would provide a \$108,646 of Tax Increment Financing incentive to demolish the old house and build ten market rate apartments on the property on the southwest corner of the intersection at 6th and Windom. The apartment project has to generate its own TIF incentive through increased property taxes on the property. If the project isn't built, there is no funding. The zoning is R-3.

13. Resolution 2013-96: Approving a Redevelopment Plan as Contained in a Redevelopment Contract (Progressive Property Inspections, LLC – Kelby Herman)

Recommendation: This meets one of the Council goals for housing stock in Wayne. The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the Redevelopment Plan subject to architectural design review by the Council appointed committee.

14. Public Hearing: To Consider the Planning Commission's Recommendation Regarding the Jorgensen Addition Plat (Kenneth Jorgensen)

Background: This replat is necessary for the City because we built Tomar Drive across the old railroad right-of-way which we own by the fire hall, but didn't dedicate an actual street ROW there. This replat is also necessary for the Ken Jorgensen project so that if we sell the two City owned lots to him for the project, they can be combined with the lot he is purchasing to build on and meet the zoning requirement for on-site parking. The surveyors were not able to complete the replat

work for the Planning Commission hearing or for this hearing, so we recommend tabling this hearing and advertising a new hearing date in October.

15. [Resolution 2013-97: Approving the Preliminary and Final Plat for the Jorgensen Addition](#)

No action

16. [Action on Purchase Agreement with Kenneth Jorgensen](#)

Background: This agreement contains the terms of sale for two parcels: 1) The small triangular piece of land on the east side of the dead end intersection of 6th and Tomar Drive by the fire hall; and 2) The old railroad Right-of-Way where the trail is located from Tomar Drive northeast to Highway 35. This agreement would retain all city rights to install and maintain city utilities and clarify that if paving or other improvements are placed over the buried city utilities, the cost of replacing those improvements will be that of the purchaser.

17. [Resolution 2013-98: Authorizing the Sale of the Railroad Right-of-Way Property and a Tract of Land Located in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, to Kenneth Jorgensen](#)

18. [Ordinance 2013-46: Directing the Sale of the Railroad Right-of-Way Property and a Tract of Land Located in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, to Kenneth Jorgensen](#)

19. [Ordinance 2013-47: Amending Sec. 14-49 Running at Large](#)

Recommendation: The recommendation of Marlen Chinn, Chief of Police, is to make this simple change to allow dogs to run at large within the confines of the new dog park.

20. [Ordinance 2013-48: Releasing and Abandoning an Easement Located on North Pearl Street, being 80-foot wide and 180-foot long abutting on Block 5 and Block 6, College Hill Addition to the City of Wayne, Wayne County, Nebraska](#)

Background: This street was vacated in the 1990's, but the city reserved the right at that time to install and maintain underground utilities in the vacated ROW. The current owner plans to build over this vacated ROW and has asked the City to release the easement and the right to maintain underground utilities. City department staff have reviewed this request and no longer see a need to reserve that easement.

Recommendation: The recommendation of Garry Poutre, Supt. of Public Works and Utilities, and Joel Hansen, Street Supt., is to approve the release of the easement.

21. [Resolution 2013-99: Approving the Problem Resolution Team Complaint Process](#)

Recommendation: This Resolution will codify into policy the complaint procedures the PRT and Joel Hansen's office have been using.

22. [Resolution 2013-100: Rescinding Resolutions 2012-40 and 2005-19 Regarding Computer and Firearm Loan Policies](#)

Background: This program began as an incentive for City staff to purchase a computer for home use to learn more at home when desktop computers initially came into the offices. At a later time, digital cameras were added and then firearms for police officers.

Recommendation: The recommendation of Lowell Johnson, City Administrator, and Nancy Braden, Finance Director, is to discontinue this program as it is no longer necessary.

23. [Action to Direct Staff to Develop a Community-Wide Response Plan for any Attack at any Schools or Children's Facilities](#)

Background: One of the main City Council retreat goals has been to establish a community-wide plan for an attack on a school or public facility to make the most effective use of the law enforcement personnel available. If our dispatchers receive a 911 call about a danger or attack, our police and sheriff officers will be the closest to respond, followed by state patrol and neighboring law enforcement. How will they respond? What are the schools' policies? Where do the parents go? How can they find out what's going on? This Council action will set a time table for the stakeholders involved to develop a plan of action.

24. [Reappointment of Nick Hochstein to the Recreation-Leisure Services Commission](#)

25. [Ordinance 2013-39: Amending Sec. 90-146 Minimum Area Requirements in an A-2 Agricultural Residential District](#)

Background: This is a proposal to change the minimum residential lot size in A-2 zones from 2.5 acres to a minimum lot size of 1.5 acres for lots connected to City sewer and 3 acres for lots with septic sewer systems. It was originally suggested in zoning ordinance recommendations to the Planning Commission several years ago. It was again proposed in a recent Planning Commission discussion of a zoning request for Angel Estates as a way to allow slightly denser subdivision development for those transition areas closer to city limits without rezoning to R-1.

The Planning Commission approved the amendment and forwarded their recommendation to the City Council for public hearing and consideration. A public hearing was held on the Planning Commission's recommendation at the August 20th City Council meeting, but no motion was made to approve or disapprove the Planning Commission's proposal. A Councilmember has requested this be placed on the Council agenda and has asked for a presentation of the Angel Estates development proposal and full discussion of the Planning Commission's recommendation to amend the minimum lot size, and the Mayor approved the request. The Mayor also requested that Joel prepare a concept development plan using 1.5 acre lots for other Wayne A-2 zoned areas, assuming that they would be connected to City sewer. Lou Benscoter, developer of Angel Estates, has provided a development plan with 1.5 acre lots for Angel Estates and has provided a survey of

minimum lot sizes of other area communities for residential lots in transition areas closer to city limits. This information is included in this packet.

We asked the City Attorney's office for clarification of the process to have this on the agenda, and their response is as follows: "Because there was no action taken on the A-2 Zoning agenda item last time, it may be brought back on the agenda at the Mayor's discretion."

The recommendation from the Planning Commission is still in affect. The code states for any final action {which deals with zoning, etc...}, there must first be a recommendation from the Planning Commission. The Planning Commission already voted on this issue (passed 5-1), so that recommendation would still be applicable."

26. [Resolution 2013-101: Approving Agreement with JEO Consulting Group to Design Hillside Drive from Highway 35 South](#)

Background: When NDOR (Nebraska Department of Roads) widened Highway 35 through Wayne, they reserved a deed for the City of Wayne for highway access to the property on the south side of Highway 35 at the intersection with Hillside Drive. This agreement will authorize JEO to secure the NDOR permit to access Hwy 35 by building a 4-way intersection at Hillside Drive. This agreement will also authorize JEO to design the intersection and prepare a bid document for construction. This intersection has been requested by Ken Jorgensen for public access to a proposed sports bar/recreation business at the site.

Recommendation: This intersection and street has been approved by recent amendment of our 1&6 Year Street Plan. JEO is the on-site engineer being used for the site plan and development by the developer. The recommendation of Joel Hansen, Street Supt., and Garry Poutre, Supt. of Public Works and Utilities, is to approve the agreement.

27. [Resolution 2013-102: Accepting and Authorizing Execution of Professional Service Agreement \(Planning Contract\) with Northeast Nebraska Economic Development District for the Comprehensive Investment & Stabilization Planning Study for a Sum of Not-to-Exceed \\$12,000](#)

Background: After completion of the 2010 US Census, Congress and the Nebraska Department of Economic Development established a new grant funding source for those census tracts that showed more than 51% of residents with annual household incomes at or below 80% of median income for Wayne County. The grant funds could be used to fix up or demolish old houses and commercial buildings, clean up and dispose of abandoned materials, replace old or undersized water and sewer mains and inadequate storm drain systems, rebuild streets, build tornado shelters, etc. Many census tracts in Nebraska are eligible for this funding and competition will be strong.

In the spring, we brought you an application for some of these grant funds to be used in a census tract in the southeast part of Wayne. We were awarded grant funds to do a comprehensive survey of community needs in this area and a survey of what residents are interested in. This plan is a requirement for a second application to access funds to complete projects listed above if the residents are interested. This agreement for services will hire Northeast Nebraska Economic Development District staff in Norfolk to help survey residents in the census tract and develop a plan for improvements that could be funded with the new grant funds.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the agreement and prepare a plan for future improvements and grant funds.

28. Action Directing Staff to Request a Special Nebraska Public Power District (NPPD) Rate Hearing to Challenge NPPD's New Transmission Rate

29. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

September 3, 2013

The Wayne City Council met in regular session at City Hall on Tuesday, September 3, 2013, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Kaki Ley, Matt Eischeid, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on August 22, 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 Sievers made a motion, which was seconded by Councilmember Haase, whereas, the Clerk has prepared copies of the Minutes of the meetings of August 19 and 20, 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, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

CORRECTIONS TO CLAIMS LIST OF 8/20/13: Delete City Employee, Re, 726.81
VARIOUS FUNDS: 4IMPRINT, SU, 954.81; AMERICAN TEST CENTER, SE, 500.00; AMERITAS, SE, 2046.92; APPEARA, SE, 202.26; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, FE, 135.00; CITY EMPLOYEE, RE, 66.14; BLACK HILLS ENERGY, SE, 218.59; BLUE CROSS BLUE SHIELD, SE, 24234.52; BOMGAARS, SU, 566.88; CITY EMPLOYEE, RE, 3346.22; BROWN SUPPLY, SU, 411.40; BSN SPORTS, SU, 167.94; CARROT-TOP INDUSTRIES, SU, 248.40; CITY EMPLOYEE, RE, 93.01; CENTRAL COMMUNITY COLLEGE, SE, 110.00; CENTURYLINK, SE, 315.69; CITY OF WAYNE, RE, 1000.00; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, PY, 71524.71; CITY OF WAYNE, RE, 155.17; COMMUNITY HEALTH,

RE, 4.00; CITY EMPLOYEE, RE, 182.99; DALE ALEXANDER, RE, 488.25; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE, 86.00; CITY EMPLOYEE, RE, 390.21; CITY EMPLOYEE, RE, 178.36; ECHO GROUP, SU, 742.50; ELECTRONIC ENGINEERING, SE, 95.00; FASTENAL, SU, 80.49; FIRST CONCORD GROUP, SE, 3700.86; FIRST SOURCE TITLE&ESCROW, SE, 468.00; FIVE STAR ENTERPRISES, SU, 8.20; FLOOR MAINTENANCE, SU, 90.24; GERHOLD CONCRETE, SU, 800.00; HOMETOWN LEASING, SE, 73.51; ICMA, SE, 6276.45; IRS, TX, 24791.64; GODFATHERS PIZZA, SU, 112.00; JANWAY, SU, 371.25; JERRY BAIER, RE, 200.25; CITY EMPLOYEE, RE, 200.99; KRIZ-DAVIS, SU, 791.29; CITY EMPLOYEE, RE, 875.00; CITY EMPLOYEE, RE, 32.09; MADISON COUNTY COURT, RE, 300.00; MIKE TOWNE, SE, 1200.00; NLA/NSLA, FE, 485.00; NE DEPT OF ENVIRONMENTAL, FE, 500.00; NE DEPT OF REVENUE, TX, 3297.01; NORFOLK SPORTING GOODS, SU, 60.00; NNPPD, SE, 5702.00; OLSSON ASSOCIATES, SE, 1315.84; OVERHEAD DOOR, SE, 382.35; CITY EMPLOYEE, RE, 67.08; PIEPER & MILLER, SE, 7666.00; RON'S RADIO, SE, 235.00; SIOUX CITY WINNELSON, SU, 412.78; VERIZON, SE, 101.86; VIAERO, SE, 245.80; VOSS LIGHTING, SU, 129.60; WAED, SE, 6453.33; WESCO, SU, 766.80; CITY EMPLOYEE, RE, 279.99; CITY EMPLOYEE, RE, 460.00; CITY EMPLOYEE, RE, 201.53; CITY EMPLOYEE, RE, 2939.23; CITY EMPLOYEE, RE, 1107.44; BLR - BUSINESS & LEGAL, SU, 417.00; CLEAN TO A T, SE, 1300.00; COPY WRITE, SE, 42.75; DAHL LAW OFFICES TRUST, SE, 14719.86; ED. M FELD EQUIPMENT, SE, 84.00; FASTENAL, SU, 13.31; GILL HAULING, SE, 155.00; GROSSENBURG IMPLEMENT, SU, 14.28; HD SUPPLY WATERWORKS, SU, 4058.16; HEARTLAND STAINLESS, SE, 17.40; HUNTEL, SE, 990.00; JEO CONSULTING GROUP, SE, 612.50; MERCY MEDICAL CLINIC, SE, 104.00; PAC N SAVE, RE, 500.00; SPARLING INSTRUMENTS, SU, 1109.69; STADIUM SPORTING GOODS, SU, 36.25; UNITED STATES PLASTIC, SU, 61.99; UTILITY CUSTOMERS, RE, 662.16; VOSS LIGHTING, SU, 2096.78; WASTE CONNECTIONS, SE, 59.60; WAYNE COUNTY COURT, RE, 150.00

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless

injury to the reputation of an individual and if such individual has not requested a public hearing.

Mayor Chamberlain declared September as “Stand for the Silent Month.”

At the last Council meeting a presentation was given by John Hassett of Advanced Gaming Technology on Keno in Wayne. There seemed to be interest from the Council, however, before a contract is approved with Advanced Gaming Technology, staff thought it would be prudent to see what else is out there on the market.

Councilmember Muir made a motion, which was seconded by Councilmember Sievers, directing staff to prepare “Request for Proposals” for Keno in Wayne. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phil Lorenzen, D.A. Davidson, the city’s bond underwriter, stated the following four Resolutions are housekeeping items. In order to build a history for bond counsel and given today’s demands in the financial role for disclosure and ongoing requirements by the IRS for annual reviews, etc., it is critical that there be a good paper trail.

Councilmember Giese introduced Resolution No. 2013-87 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2013-87

A RESOLUTION ACCEPTING WORK IN STREET IMPROVEMENT DISTRICT NO. 2010-1 AND STREET (SIDEWALK) IMPROVEMENT DISTRICT NOS. 2010-2, 2010-3 AND 2010-4 IN THE CITY OF WAYNE, NEBRASKA.

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

Councilmember Giese introduced Resolution No. 2013-88 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2013-88

A RESOLUTION ACCEPTING WORK IN STREET IMPROVEMENT DISTRICT NO. 2010-5, IN SANITARY SEWER EXTENSION DISTRICT NO. 2010-1 AND IN WATER EXTENSION DISTRICT NO. 2010-1 IN THE CITY OF WAYNE, NEBRASKA.

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

Councilmember Giese introduced Resolution No. 2013-89 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2013-89

A RESOLUTION ACCEPTING WORK CONSISTING OF PHEASANT RUN ROAD IMPROVEMENTS IN THE CITY OF WAYNE, NEBRASKA.

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

Councilmember Brodersen introduced Resolution No. 2013-90 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2013-90

A RESOLUTION ACCEPTING WORK CONSISTING OF WESTERN RIDGE PHASE III ROAD IMPROVEMENTS IN THE CITY OF WAYNE, NEBRASKA.

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

Mr. Lorenzen stated the following ordinance would authorize the issuance of bonds to pay a portion of the cost of improvements in Street Improvement District Nos. 2010-1 and 2010-5; Street (Sidewalk) Improvement District Nos. 2010-2, 2010-3, and

2010-4; Water Extension District No. 2010-1; and Sanitary Sewer Extension District No. 2010-1.

Councilmember Muir introduced Ordinance 2013-42, and moved for its approval; Councilmember Brodersen seconded.

ORDINANCE NO. 2013-42

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, AUTHORIZING THE ISSUANCE OF VARIOUS PURPOSE BONDS, SERIES 2013 OF THE CITY OF WAYNE, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$1,165,000) TO PAY A PORTION OF THE COST OF IMPROVEMENTS IN STREET IMPROVEMENT DISTRICT NOS. 2010-1 AND 2010-5; STREET (SIDEWALK) IMPROVEMENT DISTRICT NOS. 2010-2, 2010-3 AND 2010-4; WATER EXTENSION DISTRICT 2010-1; AND SANITARY SEWER EXTENSION DISTRICT 2010-1; PRESCRIBING THE FORM OF SAID BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME; 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.

Mr. Lorenzen stated that the City's total debt with these new bond issues would be \$3,340,000. That represents a ratio of 1.80% of Wayne's taxable valuation. Nebraska has no limit on what that debt ratio can be. He stated he likes to see the ratio at under 3% for a community Wayne's size. The interest rate on all of our bonds is quite low and quite attractive. In addition, Wayne will have a rapid pay down of the principal balance, which will afford the City an opportunity to do other projects (e.g. pool). This did not make Mr. Lorenzen uneasy or nervous. Wayne is in good shape.

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

Councilmember Muir made a motion and Councilmember Brodersen seconded to suspend the statutory rules requiring ordinances to be read by title on three different days.

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

Councilmember Muir made a motion and Councilmember Ley seconded to move for final approval of Ordinance No. 2013-42. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Brodersen introduced Ordinance 2013-43, and moved for its approval; Councilmember Giese seconded.

ORDINANCE NO. 2013-43

AN ORDINANCE AUTHORIZING THE ISSUANCE OF HIGHWAY ALLOCATION FUND PLEDGE BONDS OF THE CITY OF WAYNE, NEBRASKA, SERIES 2013B, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$380,000) 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; AND 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, the Mayor declared the motion carried.

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

Councilmember Brodersen made a motion and Councilmember Giese seconded to move for final approval of Ordinance No. 2013-43. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing on the proposed FY2013-2014 budget.

The total of the FY2013-2014 budget is \$29,731,687. The property tax proposal for the General Fund operation is \$664,200, which compares to the 2012 tax asking of \$651,961. Pursuant to State Law, the maximum levy for a municipality is \$0.45 per \$100 of property valuation. When combined with the debt service asking, the combined amount for the proposed budget year is \$746,200 or \$.402255 per \$100 of property valuation. The valuation in the community, as reported by the County Assessor for 2013 is \$185,504,295, which is up \$1,700,323 from last year.

The amendments to the budget were:

- Senior Center Building Maintenance – Add \$5,500 for window replacement
- Rugby/Soccer Field – Add \$35,000
- Cash Reserves – Decrease \$40,500

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

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

Councilmember Giese introduced Ordinance 2013-44, and moved for its approval; Councilmember Greve seconded.

ORDINANCE NO. 2013-44

AN ORDINANCE TO ADOPT THE BUDGET STATEMENT TO BE TERMED THE ANNUAL APPROPRIATION BILL; TO APPROPRIATE SUMS FOR NECESSARY EXPENSES AND LIABILITIES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Sievers made a motion and Councilmember Greve seconded to move for final approval of Ordinance No. 2013-44. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The base year started in 1998. The restricted funds are the property taxes, payments in lieu of property taxes, local option sales taxes, motor vehicle taxes, state aid, transfers of surpluses from any user fee, and any funds excluded from restricted funds for the prior year because they were budgeted for capital improvements, but which were not spent and are not expected to be spent for capital improvements. Cities are given the opportunity to increase the base limitation of the restricted funds budget by 1%. The State Auditor is also recommending that entities pass this 1% increase. This increases our base number we can use for our restricted fund revenues.

Councilmember Muir made a motion, which was seconded by Councilmember Ley, approving the allowable 1% increase in base limitation of the restricted funds

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

Councilmember Sievers introduced Resolution 2013-91, and moved for its approval; Councilmember Muir seconded

RESOLUTION NO. 2013-91

A RESOLUTION TO ADOPT THE 2013-2014 BUDGET FOR THE CITY OF WAYNE.

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

Mayor Chamberlain declared the time was at hand for the public hearing regarding the tax asking/property tax levy.

To support the proposed general operating and debt service budgets for the City and the Airport Authority, a total property tax levy of \$.457523 per hundred dollars of property value is included. The levy equates to a tax request of \$848,724. Last year's tax levy was \$.411612 per hundred dollars of valuation; this year it is \$.402255, excluding the airport.

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

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

The following Resolution would approve the final property tax request of \$746,200. This Resolution does not include the airport levy.

Councilmember Sievers introduced Resolution 2013-92, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2013-92

A RESOLUTION APPROVING FINAL PROPERTY TAX REQUEST FOR FY2013-2014.

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

Finance Director, Nancy Braden, reviewed the sales tax projects and potential projects funded by the city sales tax that were discussed at the budget work session.

Councilmember Muir made a motion, which was seconded by Councilmember Ley, approving the capital project's city sales tax budget. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2013-34, and moved for approval of the third and final reading thereof; Councilmember Ley seconded.

ORDINANCE NO. 2013-34

AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, SECTION 34-61 GROWTH PERMITTED; CONTROL AND MAINTENANCE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Attorney Miller reviewed the changes made to the ordinance since the second reading.

Delete the following sentence in subsection e: "Such notice shall be by United States mail, postage prepaid, addressed to such owner, agent, occupant or person at his last known address, or shall be served personally given by first class mail, and shall be conspicuously marked as to its importance."

Delete the word "written" in subsection f: If the owner or occupant of the lot or piece of ground does not request a hearing with the City, or upon the failure of any such owner, owner's agent, or occupant so notified to cut, destroy and remove such weeds,

grasses or worthless vegetation 12 inches in height or greater within five days after receipt of **written** notice provided for in subsection (d) of this section, the City may have such work done.

Councilmember Sievers amended her motion to include the amendments recommended by Attorney Miller, and Councilmember Ley seconded.

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

Attorney Miller stated the following Ordinance would add Section 34-62 to the Municipal Code. The same would read as follows:

“For any notice provided for in Sec. 34-61, notice shall be given by either certified mail, first-class mail, or by posting on the property. If notice is given by first-class mail, such mail shall be conspicuously marked as to its importance. If notice is given by posting, the notice shall be posted in a conspicuous place on the property.”

Councilmember Ley introduced Ordinance 2013-45, and moved for approval of the third and final reading thereof; Councilmember Muir seconded.

ORDINANCE NO. 2013-45

AN ORDINANCE TO AMEND CHAPTER 34, ARTICLE II, BY ADDING SECTION 34-62 NOTICE; 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, the Mayor declared the motion carried.

Joel Hansen, Zoning Administrator, stated that since the last Council meeting, the architectural review committee met and suggested changes to the proposed ordinance. The changes would remove multi-family dwellings completely from the R-2 District and

only allow them in an R-3 District. Single-family dwellings, two-family dwellings, and townhouses would still be permitted uses in the R-2 District. Townhouses are defined as one of a group or row of not less than two or more than 12 attached single-family dwellings designed and built as a single structure facing upon a street in which the individual townhouse may or may not be owned separately. For the purpose of the side yard regulations, the structure containing the row or group of townhouses shall be considered as one building occupying a single lot. Townhouses thus do not have upstairs units and downstairs units, but rather side-by-side units, such as a triplex. The requirements for a multi-family dwelling in an R-3 changed to also address the front door for each dwelling unit and better defined that the landscaping area can't be paved or used for parking.

Councilmember Sievers had concerns about all of the multi-family units (apartment buildings) being moved to the R-3 zone.

BJ Woehler suggested having this as a "use by exception" in R-2. If it is completely taken out, then everything is pushed into R-3.

Mr. Hansen stated the only difference between an R-2 zone and an R-3 zone is the density for multi-family dwelling units.

It was noted that "Use by Exceptions" cannot be denied; however, restrictions can be placed thereon.

Mr. Hansen stated that if Council wants consistency, then it should remain a conditional use, so there isn't a moving target for each individual and the added cost of \$400 for two public hearings. Essentially, a conditional use is the same as a use by exception, but Council sets the conditions ahead of time and they are the same for

everybody. Mr. Hansen stated when the Zoning Steering Committee was meeting, they were considering reducing the amount of R-1 and adding more R-3 zones, especially near the college to the west and to the south.

After a lengthy discussion, Councilmember Brodersen introduced Ordinance 2013-40, and moved for approval of the second reading thereof; Councilmember Ley seconded.

ORDINANCE NO. 2013-40

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 3 R-2 RESIDENTIAL DISTRICT, SECTION 90-232 PERMITTED PRINCIPAL USES AND STRUCTURES; SECTION 90-234 PERMITTED CONDITIONAL USES; AND SECTION 90-238 HEIGHT AND AREA REGULATIONS; AND

DIVISION 4 R-3 RESIDENTIAL DISTRICT, SECTION 90-262 PERMITTED PRINCIPAL USES AND STRUCTURES; SECTION 90-264 PERMITTED CONDITIONAL USES; AND SECTION 90-268 HEIGHT AND AREA REGULATIONS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

Councilmember Giese opined that before this ordinance is approved on the third and final reading, Council needed to pin down where they wanted to see high density growth in Wayne, especially in relation to where the college is going to develop in the next twenty years. In addition, he wanted the Planning Commission to review the current R-1, R-2 and R-3 zoning districts, especially around the college from the 900 block to the 1300 block, between Douglas and Walnut Streets.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who voted Nay, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The following Resolution will remove an 18-acre parcel of land north of the west water tower from the blight determination and make it ineligible for tax increment financing benefits. This is needed because the Council has had a request to blight another area of the City, which would put Wayne over the statutory limit of 35% of the city being declared blighted and substandard. In order to blight more areas, other areas need to be un-blighted. However, once an area is deleted from a blighted area, it can never be declared blighted again.

Councilmember Eischeid had concerns about this process. He thought they needed to slow down, so that a map of the whole City could be reviewed to see what other areas, if any, might be better to take out of the blighted designation.

A motion was made by Councilmember Eischeid to table action on Resolution 2013-93 until the Council is provided with a current map of the City of Wayne showing what is blighted and what is not so that the Council can discuss this matter further at the next meeting; Councilmember Giese seconded. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would set the Board of Equalization hearing date regarding Street Improvement District No. 2010-5, Water Extension District No. 2010-1, and Sanitary Sewer Extension District No. 2010-1 (Benscoter Addition) for October 1, 2013, at or about 5:30 p.m.

Councilmember Sievers introduced Resolution No. 2013-94 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2013-94

A RESOLUTION ORDERING PUBLICATION AND SETTING THE BOARD OF EQUALIZATION HEARING DATE REGARDING STREET IMPROVEMENT DISTRICT NO. 2010-5, WATER EXTENSION DISTRICT NO. 2010-1, AND SANITARY SEWER EXTENSION DISTRICT NO. 2010-1.

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

The following Resolution would approve an agreement with Northeast Nebraska Economic Development District to conduct a blight study on an area west of the Wayne State College campus, a/k/a "College First Addition Blight Study." The cost of said study is not to exceed \$1,945.20. This will come out of the general fund budget.

Council wanted this area looked at before formally declaring it blighted and substandard. They were of the opinion that some sections needed to be eliminated. These changes can be made as NNEDD is undertaking the study.

After discussion, Councilmember Muir introduced Resolution 2013-95, and moved for its approval, leaving the blight study area as is; Councilmember Ley seconded.

RESOLUTION NO. 2013-95

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, the Mayor declared the motion carried.

Administrator Johnson stated that UNL, Nebraska Energy Office and a group of Nebraska cities are trying to put together a statewide system of high voltage charging stations to service electric plug-in cars and an on-line map for motorists. They are

offering to cover the costs above \$3,500 for Wayne to install one to fill a gap in their network. It could be located either on public or private property.

Councilmember Ley made a motion, which was seconded by Councilmember Giese approving a statewide system electric charging system to be located in Wayne. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

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

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

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

Member Chamberlain made a motion, which was seconded by Member Giese, to approve the minutes of the August 6, 2013, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The next item on the agenda was to take action on the following CDA claims:

CDS Inspections & Beyond (asbestos inspections):	\$1,010.00
Pieper & Miller (Woehler closing):	\$1,500.00
City of Wayne (Title search less rent):	\$ 109.66

Member Giese made a motion, which was seconded by Member Chamberlain, approving the CDA Claims. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

The following Resolutions are needed to issue the tax increment financing bonds that have already been approved for the Angel Acres and Western Ridge III Addition (Pick/Meyer) projects.

Member Chamberlain introduced CDA Resolution 2013-10 and moved for its approval; Member Muir seconded.

CDA RESOLUTION NO. 2013-10

A RESOLUTION AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BONDS — ANGEL ACRES PROJECT.

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

Member Ley introduced CDA Resolution 2013-11 and moved for its approval; Member Chamberlain seconded.

CDA RESOLUTION NO. 2013-11

A RESOLUTION AUTHORIZING THE ISSUANCE OF TAX INCREMENT REVENUE BONDS — WESTERN RIDGE III ADDITION (PICK/MEYER) PROJECT.

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

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

Mayor Chamberlain requested Council consideration to approving the appointment of Lois Shelton to the Civil Service Commission.

Councilmember Brodersen made a motion, which was seconded by Councilmember Haase, approving the appointment of Lois Shelton to the Civil Service Commission.

Lois Shelton will replace Darrel Heier. Mayor Chamberlain thanked Mr. Heier for his time and dedication of service on the Civil Service Commission.

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

Mayor Chamberlain requested Council consideration to approving the reappointment of Dave Hix and Don Buryanek to the Board of Appeals.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving the reappointment of Dave Hix and Don Buryanek to the Board of Appeals. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Haase made a motion, which was seconded by Councilmember Giese, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried and the meeting adjourned at 7:47 p.m.

ADVANCED CONSULTING	BRESSLER CT ADMIN REPLAT/10 TH ST	23,104.50
AMERICAN BROADBAND	TELEPHONE CHARGES	1,413.02
AMERICAN LIBRARY ASSOC	MEMBERSHIP DUES	190.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,954.97
APPEARA	LINEN & MAT SERVICE	201.14
BAKER & TAYLOR BOOKS	BOOKS	1,492.85
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	135.00
BARONE SECURITY SYSTEMS	FIRE/SPRINKLER MONITORING	138.00
BINSWANGER GLASS	WINDOW REPAIR	274.80
CITY EMPLOYEE	CLOTHING/HEALTH REIMBURSEMENTS	620.88
BSN SPORTS, INC	CHINSTRAPS/MOUTHGUARDS	248.98
CADET BOOSTERS	6 TH GRADE VB TOURNEY	160.00
CARHART LUMBER COMPANY	LEVEL/SCREWS/BITS/PULLEY ETC	899.38
CERTIFIED TESTING SERVICE	CYLINDERS	296.00
CHARTWELLS	SENIOR CITIZEN MEALS	5,257.01
CHINN, MARLEN	SIDEWALK COST SHARE	648.00
CITY OF NORFOLK	SNARE MATCH	1,500.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUNDS	700.00
CITY OF WAYNE	PAYROLL	60,581.28
CITY OF WAYNE	UTILITY REFUNDS	247.20
CIVICPLUS	BUTTONS	400.00
COMMUNITY HEALTH	PAYROLL DONATIONS	4.00
COPY WRITE PUBLISHING	COPIES-FD	15.52
CITY EMPLOYEE	HEALTH REIMBURSEMENT	148.07
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	69.00
DE LAGE LANDEN FINANCIAL	COPIER EQUIPMENT LEASE	394.00
DEARBORN NATIONAL LIFE	DISABILITY & LIFE INSURANCE	1,729.61
CITY EMPLOYEE	HEALTH REIMBURSEMENT	78.06
EAKES OFFICE PLUS	CAC/POLICE COPY CHARGES	96.63
EASYPERMIT POSTAGE	POSTAGE	1,715.16
ECHO GROUP INC JESCO	LIGHT BULBS	5.40
ELECTRIC TRANSPORTATION	VEHICLE PLUG IN CHARGING STATION	3,770.00
ERWIN TRUCKING	5 TH GRADE VB TOURNEY	150.00
FLOOR MAINTENANCE	LAUNDRY DETERGENT/PLATES/GLOVES ETC	264.56
FREDRICKSON OIL CO	MOWER TIRE REPAIR	62.70
GEMPLER'S INC	TOOL RACKS	194.10
GENA LUHR	ENERGY INCENTIVE	500.00
GERHOLD CONCRETE CO INC.	LIMESTONE ROCK	446.22
GP GFOA	CONFERENCE-N BRADEN	150.00
GROSSENBURG IMPLEMENT INC	OIL/BLADE/BELT/BUSHINGS	167.94
HAWKINS, INC	HYDROFLUOSILICIC ACID	788.97
HD SUPPLY WATERWORKS, LTD	WATER METERS	3,120.77
CITY EMPLOYEE	CLOTHING/HEALTH REIMBURSEMENTS	461.37
HEIKES AUTOMOTIVE LLC	TOWING CHARGES	79.88
HEWLETT-PACKARD	NOTEBOOK CASE	72.09
HIRERIGHT SOLUTIONS INC	COLLECTION FEES	126.30
ICMA RETIREMENT TRUST-457	PAYROLL RETIREMENT	6,276.45
INGRAM BOOK COMPANY	BOOKS	531.15
IRS	FEDERAL WITHHOLDING	22,465.41
JACK'S UNIFORMS	FIRE DEPT SHIRTS	207.70
JANWAY COMPANY	PENS-LIBRARY PROMOTION	506.49
JASON CAROLLO	MOWING CH/LIB/SR CENTER	160.00
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENT	1,777.06

JORGENSEN LAW OFFICE	ATTORNEY FEES	112.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	44.88
JULIE CULL	LB 840	8,626.28
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	218.28
KELLY SUPPLY COMPANY	CHECK VALVE/SILICONE	378.63
KRIZ-DAVIS COMPANY	WIRE/SOCKETS/CONNECTORS/RISERS	1,461.98
KTCH AM/FM RADIO	RADIO ADS	1,491.32
L.G. EVERIST	CRUSHED ROCK	1,307.11
LAURAN LOFGREN	CONFERENCE REGISTRATION REIMBURSEMENT	300.00
MAIN STREET AUTO CARE	TOWING CHARGES	90.00
MIDWEST LABORATORIES, INC	BOD TESTING	295.85
MIDWEST TAPE LLC	CD'S	104.97
MIDWEST TURF & IRRIGATION	GROUNDMASTER MOWER-WCC	51,778.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,182.27
NE SAFETY COUNCIL	SAFETY VIDEO SHIPPING CHARGES	3.20
NORFOLK DAILY NEWS	POLICE SERGEANT ADS	185.70
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	59.24
NORTHEAST NE PUBLIC POWER	WHEELING CHARGES	13,185.52
OMAHA WORLD-HERALD	POLICE SERGEANT AD	1,250.40
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	79.60
OVERHEAD DOOR COMPANY	SHORT IN WIRE-TRANSFER STATION DOOR	86.00
PAC N SAVE	PROGRAM/BUDGET SESSION SUPPLIES	130.20
CITY EMPLOYEE	HEALTH REIMBURSEMENT	34.67
PERSHING EXCAVATING	WATER-ELEMENTARY DEMO/DEPOSIT REFUND	1,356.07
PLUNKETT'S PEST CONTROL	PEST CONTROL	95.18
POSITIVE PROMOTIONS	BOOKMARKS/STICKERS	87.35
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	64.14
QUALITY FOODS	BLEACH	19.41
QUILL CORPORATION	OFFICE SUPPLIES	405.30
RANDOM HOUSE	CD'S	60.00
RITA MCLEAN	PROGRAM SUPPLIES REIMBURSEMENT	133.08
ROBERTSON IMPLEMENT CO	BEARINGS/BLADE	233.31
S & S WILLERS, INC.	CONCRETE GRAVEL	1,792.93
SHOPKO	DVD PLAYER/READING SUPPLIES	111.28
SOCIETY FOR HUMAN	MEMBERSHIP FEE	180.00
SPARKLING KLEAN	JANITORIAL SERVICES/SUPPLIES	1,916.70
STATE NATIONAL BANK	ACH FEES	61.44
STATE NATIONAL BANK	SERIES 2011 INT & PRINCIPAL	78,176.25
SUN RIDGE SYSTEMS	RIMS ANNUAL SUPPORT	2,600.00
T & S TRUCKING	TRANSPORT ROCK	402.96
UNITED WAY	PAYROLL DEDUCTION	12.40
US BANK	MEALS/LODGING/BOOKS/BAGS ETC	1,717.27
WAYNE AREA ECONOMIC DEVEL	LEADERSHIP CLASS (13-14)	417.00
WAYNE AUTO PARTS	BELT/FILTER/FUSE	93.13
WAYNE COUNTY CLERK	FILING FEES	86.00
WAYNE HERALD	ADS & NOTICES	2,051.56
WAYNE VETERINARY CLINIC	DOG & CAT IMPOUNDS	196.00
WESCO DISTRIBUTION INC	WIRE/PAINT/TUBES/ROD CLAMP	984.92
WESTERN AREA POWER ADMIN	ELECTRICITY	32,407.92
ZACH HEATING & COOLING	2 WATER HEATERS/LOAD CONTROL REPAIRS	1,415.00
ZACH OIL COMPANY	GASOLINE/TIRES	6,385.54
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	82.91

DELETE FROM CLAIMS LISTING SEPTEMBER 3, 2013
NORFOLK SPORTING GOODS PLAQUE- \$60.00

**CITY OF WAYNE
OFFICE OF THE MAYOR**

Proclamation

WHEREAS, Wayne holds the health and safety of its young adults as a chief concern; and

WHEREAS, text messaging is the main mode of communication for most American teenagers, with half of all teens sending between 21 and 70 texts a day; and

WHEREAS, 90% of American teenagers expect a reply to a text message within five minutes; and

WHEREAS, texting takes one's eyes off the road for an average of five seconds; and

WHEREAS, in an AT&T survey, 43% of American teenage drivers admitted to texting while driving even though 97% know it is dangerous; and

WHEREAS, a Virginia Tech study showed those who send text messages while driving are 23 times more likely to crash; and

WHEREAS, a driver that sends a text message while driving not only jeopardizes his or her safety, but also the safety of passengers, pedestrians, and other drivers; and

WHEREAS, AT&T's "It Can Wait" public awareness campaign to end texting and driving has been endorsed and supported by Verizon, Sprint, T-Mobile US, Inc., and more than 200 other organizations; and

WHEREAS, the "Texting & Driving-It Can Wait" program can literally save lives throughout Wayne, Nebraska.

NOW, THEREFORE, BE IT RESOLVED that I, Ken Chamberlain, Mayor of the City of Wayne, Nebraska, do hereby proclaim September 19, 2013, as:

"NO TEXT ON BOARD - PLEDGE DAY"

In WITNESS THEREOF, I have hereby unto set by hand this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

City Clerk

**CITY OF WAYNE
OFFICE OF THE MAYOR**

Proclamation

WHEREAS, the use of illegal and prescription drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and

WHEREAS, 16 years of surveys conducted by the National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

WHEREAS, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drugs; and

WHEREAS, parents who engage in their children's lives — through such activities as frequent family dinners — are less likely to have children who abuse substances; and

WHEREAS, the correlation between family dinners and reduced risk for teen substance abuse is well documented; and

WHEREAS, family dinners have long constituted a substantial pillar of family life in America.

NOW, THEREFORE, BE IT RESOLVED, that I, Ken Chamberlain, Mayor of the City of Wayne, Nebraska, by the power vested in me, do hereby proclaim September 23, 2013, as:

“FAMILY DAY – A DAY TO EAT DINNER WITH YOUR CHILDREN”

in the City of Wayne and encourage all citizens recognize and participate in its observance.

In WITNESS THEREOF, I have hereby unto set by hand this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Ken Chamberlain, Mayor

ATTEST:

City Clerk

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

APPLICATION FOR MEMBERSHIP

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

Name Jacob Stenka Address 508 Donner Pass Wayne, NE 68787
Phone Number 402-369-0711 Social Security # 502-33-4739

Employer Wayne State College Occupation Safety Patrol Officer
How long have you been employed by your present employer? ~~2 days~~ 2 days
Previous Employer and Address United States Air Force 1320 Truemper St. Lackland AFB, TX 78230

Have you previously been a member of a Fire Department? Yes
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Cadet

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

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

Applicant's Signature Jacob Stenka Date 8-15-13

Sponsor's Signature (if applicable) _____ Date _____

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

Applicant's Signature Jacob Stenka Date 8-15-13

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

Secretary's Signature Thomas R. Schmitz Date 9-3-2013

Chief's Signature Billie M. ... Date 9-3-2013

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth 6-14-1994 revised February 4, 2006

ORDINANCE NO. 2013-45

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE, CHAPTER 34, ARTICLE II NUISANCES, BY ADDING SECTION 34-62 NOTICE; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 34, Article II Nuisances of the Municipal Code shall be amended by adding the following section:

Sec. 34-62. Notice

For any notice provided for in Sec. 34-61, notice shall be given by either certified mail, first-class mail, or by posting on the property. If notice is given by first-class mail, such mail shall be conspicuously marked as to its importance. If notice is given by posting, the notice shall be posted in a conspicuous place on the property.

Section 2. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

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

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-40

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 90, ARTICLE IV RESIDENTIAL DISTRICTS, DIVISION 3 R-2 RESIDENTIAL DISTRICT, SECTION 90-232 PERMITTED PRINCIPAL USES AND STRUCTURES; SECTION 90-234 PERMITTED CONDITIONAL USES; AND SECTION 90-238 HEIGHT AND AREA REGULATIONS; AND

DIVISION 4 R-3 RESIDENTIAL DISTRICT, SECTION 90-262 PERMITTED PRINCIPAL USES AND STRUCTURES; SECTION 90-264 PERMITTED CONDITIONAL USES; AND SECTION 90-268 HEIGHT AND AREA REGULATIONS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That the Planning Commission held a public hearing on August 5, 2013, regarding these amendments, and have recommended approval thereof subject to the following "Findings of Fact":

- Staff's recommendation; and
- Consistency with the Comprehensive Plan and the current and future land use maps.

Section 2. That Chapter 90, Article IV Residential Districts, Division 3. R-2 Residential District, Section 90-232 Permitted Principal Uses and Structures, Section 90-234 Permitted Conditional Uses, and Section 90-238 Height and Area Regulations of the Wayne Municipal Code shall be amended as follows:

Sec. 90-232. Permitted principal uses and structures

The following shall be permitted as uses by right in an R-2 District:

1. Single-family dwellings;
2. Two-family dwellings;
3. **Townhouses;** ~~Multifamily dwellings, to a maximum of six units;~~
4. Public and private schools;
5. Public parks, buildings and grounds;
6. Community buildings owned and/or occupied by public agencies;
7. Child care homes; and
8. Manufactured homes for residential purposes, provided the home complies with all provisions of Section 90-711.

Sec. 90-234. Permitted conditional uses

A building or premises in an R-2 district may be used for the following in conformance with the prescribed conditions:

1. For a bed and breakfast guest home:
 - a. Parking as required in section 90-710.
 - b. Signs in conformance with section 90-713.
 - c. A maximum of four rooms or suites of rooms are made available for use as transient lodging.
 - d. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.
2. For a domestic shelter, the maximum number of occupants shall not exceed one person per 1,000 square feet of lot area.

Sec. 90-238. Height and area regulations

The maximum height and minimum area regulations in an R-2 district shall be as follows:

1. General requirements:

Area Regulations	Dwelling, Single-Family	Dwelling, Two-Family	Townhouse	Multifamily Dwellings	Other Permitted Uses
Lot Area (in sq. feet)	7,000	3,000 per family	3,000 per unit	3,000 per unit	3,000
Lot Width (in feet)	60	30 per family	30 per unit	60	60
Required Front Yard (in feet)	25	25	25	25	25
Required Side Yard (in feet)	5	5 if party wall	5 if party wall	7	5
Required Rear Yard (in feet)	Smaller of 35' or 20% of lot	Smaller of 35' or 20% of lot	Smaller of 35' or 20% of lot	Smaller of 35' or 20% of lot	Smaller of 35' or 20% of lot
Height (in feet)	35	35	35	35	35

2. The height of all structures shall be in conformance with the airport zoning regulations.
3. On cul-de-sac and loop streets, each lot shall have not less than 40 feet of frontage.
4. Adjustments to the front yard may be made in accordance with the provisions of Section 90-709.

Section 3. That Chapter 90, Article IV Residential Districts, Division 4. R-3 Residential District, Section 90-262 Permitted Principal Uses and Structures, Section 90-264 Permitted Conditional Uses, and Section 90-268 Height and Area Regulations of the Wayne Municipal Code shall be amended as follows:

Sec. 90-262. Permitted principal uses and structures

The following shall be permitted as uses in an R-2 District:

1. Single-family dwellings;
2. Two-family dwellings;
3. **Townhouses**; ~~Multiple family dwellings~~
4. Public and private schools;
5. Public parks, buildings and grounds;
6. Child care homes;
7. Community buildings owned and/or occupied by public agencies; and
8. Manufactured homes for residential purposes, provided the home complies with all provisions of section 90-711.

Sec. 90-264. Permitted conditional uses

A building or premises in an R-3 district may be used for the following in conformance with the prescribed conditions:

1. For a bed and breakfast guest home:
 - a. Parking as required in Section 90-710.
 - b. Signs in conformance with Section 90-713.
 - c. A maximum of four rooms or suites of rooms are made available for use as transient lodging.
 - d. The remainder of the dwelling shall be used and occupied full time, year-round as a residence by the host family.
2. For a domestic shelter, the maximum number of occupants shall not exceed one person per 1,000 square feet of lot area.
3. **For a multi-family dwelling.**
 1. **The maximum number of sleeping rooms shall not exceed one per 500 square feet of lot area.**
 2. **The front of the building facing the street shall include one of the following:**
 - a. **A door and eight (8) percent of the surface area covered with windows.**
 - b. **Ten (10) percent of the surface area covered with windows.**
 3. **The primary means of egress for any dwelling unit shall not exit into a side yard unless the door is at least 30 feet from the property line it is facing.**
 4. **The primary means of egress must exit onto a covered stoop or deck.**
 5. **Twenty (20) percent of the lot must be maintained as landscaping which is not paved or used for parking.**

Sec. 90-268. Height and area regulations

The maximum height and minimum area regulations in an R-3 district shall be as follows:

1. General requirements:

Area Regulations	Dwelling, Single-Family	Dwelling, Two-Family	Townhouse	Multifamily Dwellings	Other Permitted Uses
Lot Area (in sq. feet)	5,500	2,750 per family	2,000 per unit	1,500 per unit 500 per sleeping room	3,000
Lot Width (in feet)	50	30 per family	25 per unit	50	-
Required Front Yard (in feet)	25	25	25	25	25
Required Side Yard (in feet)	5	5 if party wall	5 if party wall	5 if party wall	-
Required Rear Yard (in feet)	Smaller of 20' or 20% of lot	Smaller of 20' or 20% of lot			
Height (in feet)	35	35	35	35	35

2. The height of all structures shall be in conformance with the airport zoning regulations.
3. On cul-de-sac and loop streets, each lot shall have not less than 40 feet of frontage.
4. Adjustments to the front yard may be made in accordance with the provisions of Section 90-709.

Section 4. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 5. This ordinance shall take effect and be in full force from and after its passage, approval, and publication as required by law.

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA, MAKING FINDINGS AND DECLARING PORTIONS OF THE CITY PREVIOUSLY DECLARED BLIGHTED AND SUBSTANDARD PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT NO LONGER BLIGHTED AND SUBSTANDARD.

WHEREAS, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2012 as amended, known as the Community Development Law, is the Urban Renewal and Redevelopment Law for the State of Nebraska and prescribes the requirements and procedures for the planning implementation of urban redevelopment projects; and

WHEREAS, the City Council, by resolution, has previously declared the real property described on Exhibit A as substandard and a blighted area as defined in said Community Development Law and in need of redevelopment; and

WHEREAS, the evidence demonstrates that said area, as shown and described on Exhibit A, no longer constitutes a substandard and blighted area as defined in said Community Development Law, and no longer is in need of redevelopment through the powers of the Community Development Law;

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

1. That it is hereby found and determined that the area shown and described on Exhibit A no longer constitutes a substandard and blighted area as defined by Section 18-2103, R.R.S., 2012, as amended, and that said area is no longer in need of redevelopment pursuant to the Community Development Law.

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

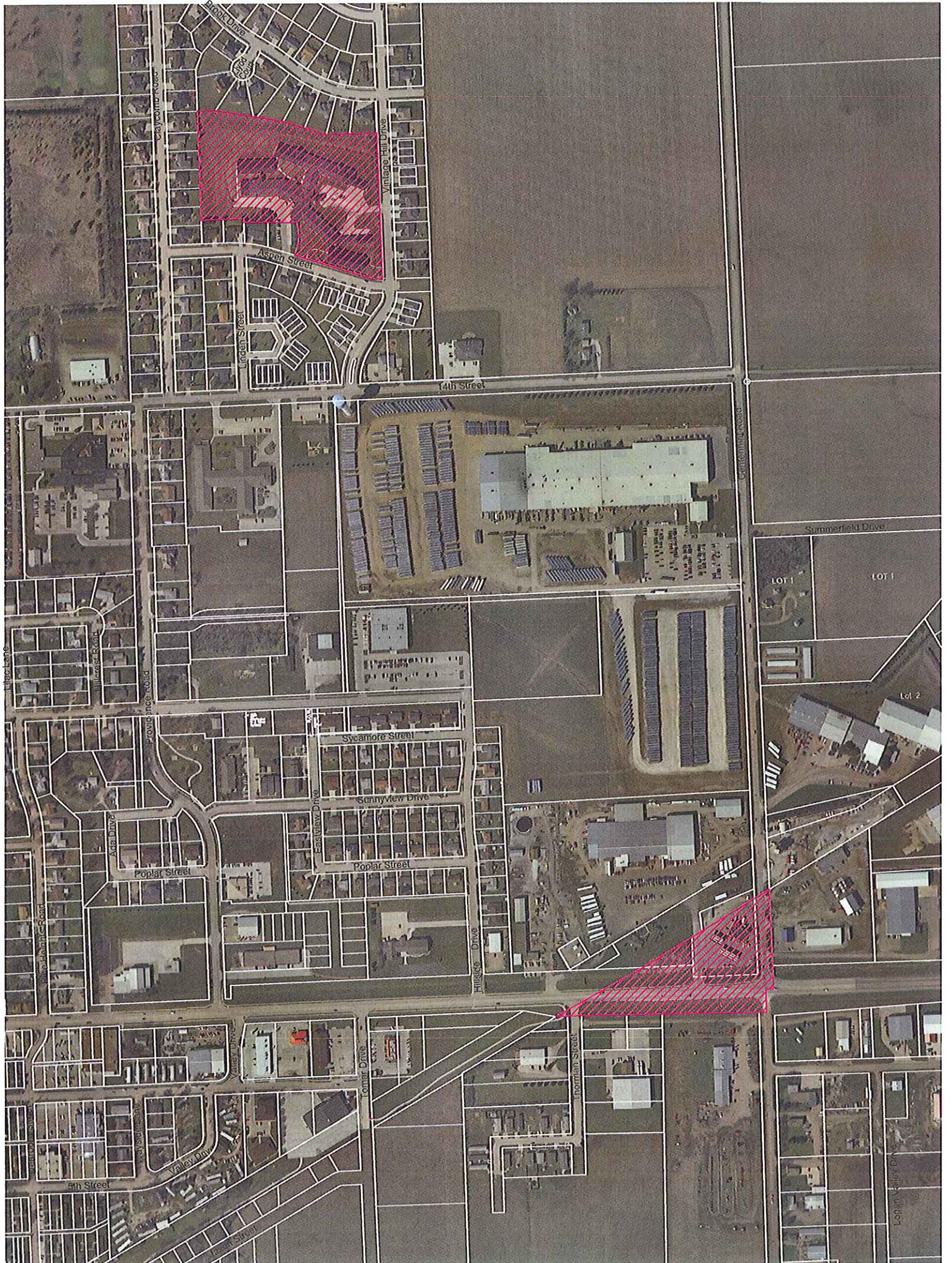
By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"





**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: September 11, 2013

TO: Mayor Chamberlain
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on September 9, 2013, the Wayne Planning Commission made recommendations on the following discussion items; the results of those recommendations are as follows:

Discussion: Redevelopment Plan for 220 East 4th Street, Applicant – Chad Sebade

After deliberation and discussion by the Planning Commission, motion was made by Commissioner Carstens and seconded by Commissioner Sweetland to forward a recommendation of approval to the City Council for the Redevelopment Plan for the East ½ of Lot 7 and the South 40 feet of the East ½ of Lot 8, Block 11, North Addition, to the City of Wayne, Wayne County, Nebraska (220 East 4th Street), with the findings of fact being, consistency with the comprehensive plan and staff's recommendation. Chair Melena stated the motion and second, and the result of roll call being all ayes, Chair Melena declared the motion carried.

Discussion: Redevelopment Plan for 321 East 6th Street, Applicant – Kelby Herman

After deliberation and discussion, motion was made by Commissioner Braun and seconded by Commissioner Spann to forward a recommendation of approval to the City Council for the Redevelopment Plan for Lots 11 and 12, Block 7, North Addition, to the City of Wayne, Wayne County, Nebraska (321 East 6th Street), with the findings of fact being consistency with the comprehensive plan and staff's recommendation. Chair Melena stated the motion and second and the result of roll call being all ayes, Chair Melena declared the motion carried.

JJH:cb

WAYNE PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2013-008

A RESOLUTION OF THE WAYNE PLANNING AND ZONING COMMISSION, MAKING RECOMMENDATIONS WITH RESPECT TO A REDEVELOPMENT PLAN FOR AN AREA IN THE CITY OF WAYNE PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT.

WHEREAS, the Mayor and City Council of the City of Wayne, Nebraska, (the "City") by its Ordinance, created the Community Development Agency of the City of Wayne, Nebraska (the "Agency") pursuant to Sections 18-2101 through 18-2153, Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act;

WHEREAS, Progressive Property Inspections, LLC, submitted a proposed Redevelopment Plan as contained in the Redevelopment Contract (a copy of which is identified as "Redevelopment Contract" attached hereto as Attachment A) to this Planning Commission of the City of Wayne for recommendations with respect to the proposed Redevelopment Plan;

NOW, THEREFORE, BE IT RESOLVED BY THE WAYNE PLANNING AND ZONING COMMISSION, AS FOLLOWS:

RESOLVED, that the Planning Commission hereby makes the following findings with respect to the Redevelopment Plan:

1. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the general plan for the development of the City as a whole; and
2. The Planning Commission confirms that the area described in the Redevelopment Plan and the Redevelopment Contract is blighted and substandard as defined in the Nebraska Community Development Law.
3. The Planning Commission finds that the Redevelopment Contract and Redevelopment Plan, if implemented will help eliminate blight and substandard conditions in the area affected by the Plan.
4. The Planning Commission recommends the adoption and approval of the Redevelopment Plan, as contained in the Redevelopment Contract attached hereto as Attachment A, with such amendments, additions and deletions as are deemed necessary by the Agency.

9th PASSED AND APPROVED by the Wayne Planning and Zoning Commission this
day of Sept, 2013.

WAYNE PLANNING
AND ZONING COMMISSION

Commission Member

Commission Member

← N



**CITY OF WAYNE, NEBRASKA
WAYNE COMMUNITY DEVELOPMENT AGENCY (CDA)
306 PEARL STREET, PO BOX 8 – WAYNE, NE 68787-0008**

**PRELIMINARY APPLICATION FOR TAX INCREMENT FINANCING
\$5,000 application fee**

PROJECT SCOPE:

1. Name of Developer: Progressive Property Inspections, LLC - Kelby Herman
If developer is a corporation, partnership, Limited Liability Company or other entity, please attach first page of articles showing exact business name.

Street Address: 1102 West 7th

Mailing Address: Same

Contact Person: Kelby Herman

Telephone No.: 402-833-5433 Cell No. 402-350-1231

Fax No.: 1-402-375-3450

Email: Kelbyherman@live.com

Business structure: _____

Owners: Kelby + Joelle Herman

2. Briefly describe your proposed project: (description of business, number of employees, housing units, etc) (attach information if necessary)

10-Unit 2-Story Apartment

3. Present ownership of the site and the legal description of the property you intend to improve?

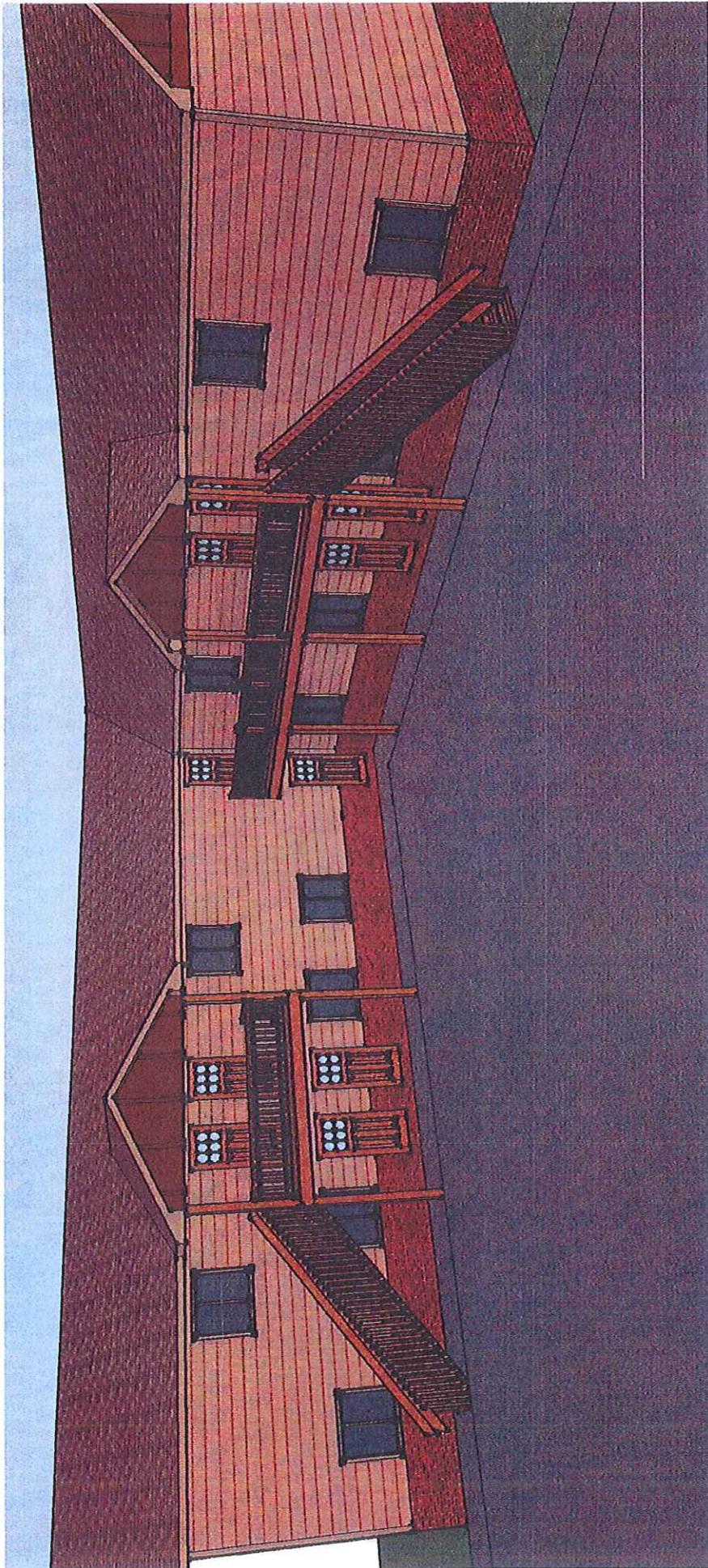
321 E 6th Street

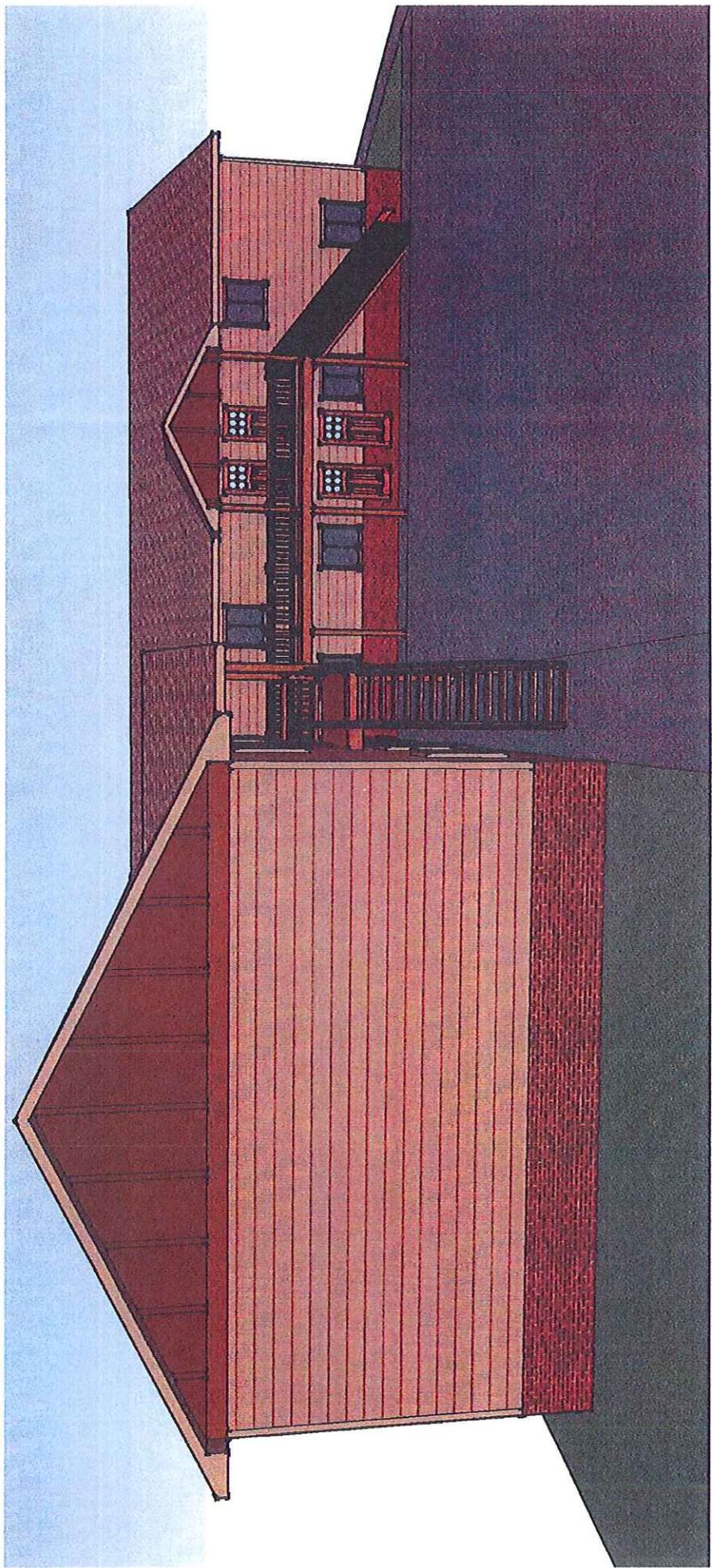
Owner - Kelby Herman

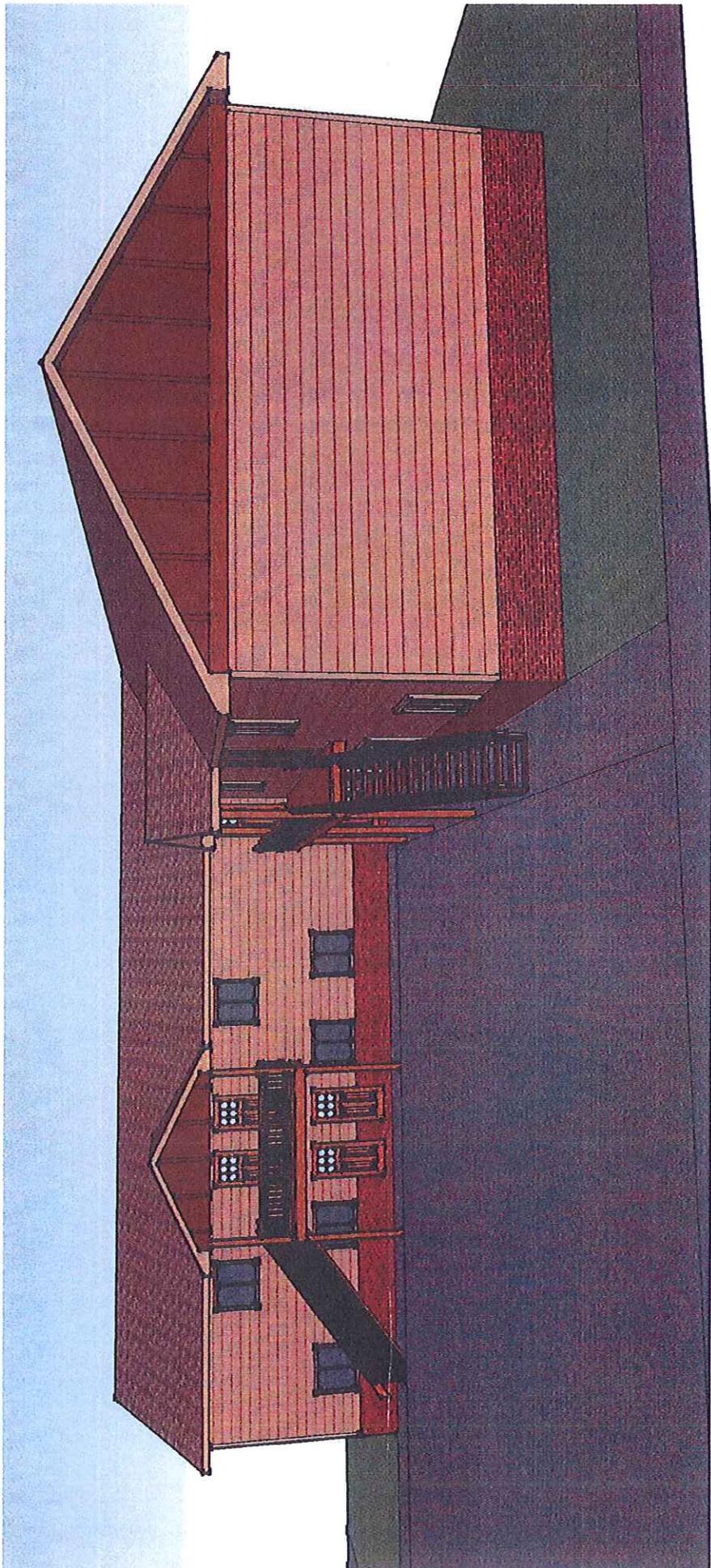
LOTS 11+12, Block 7 North Addition

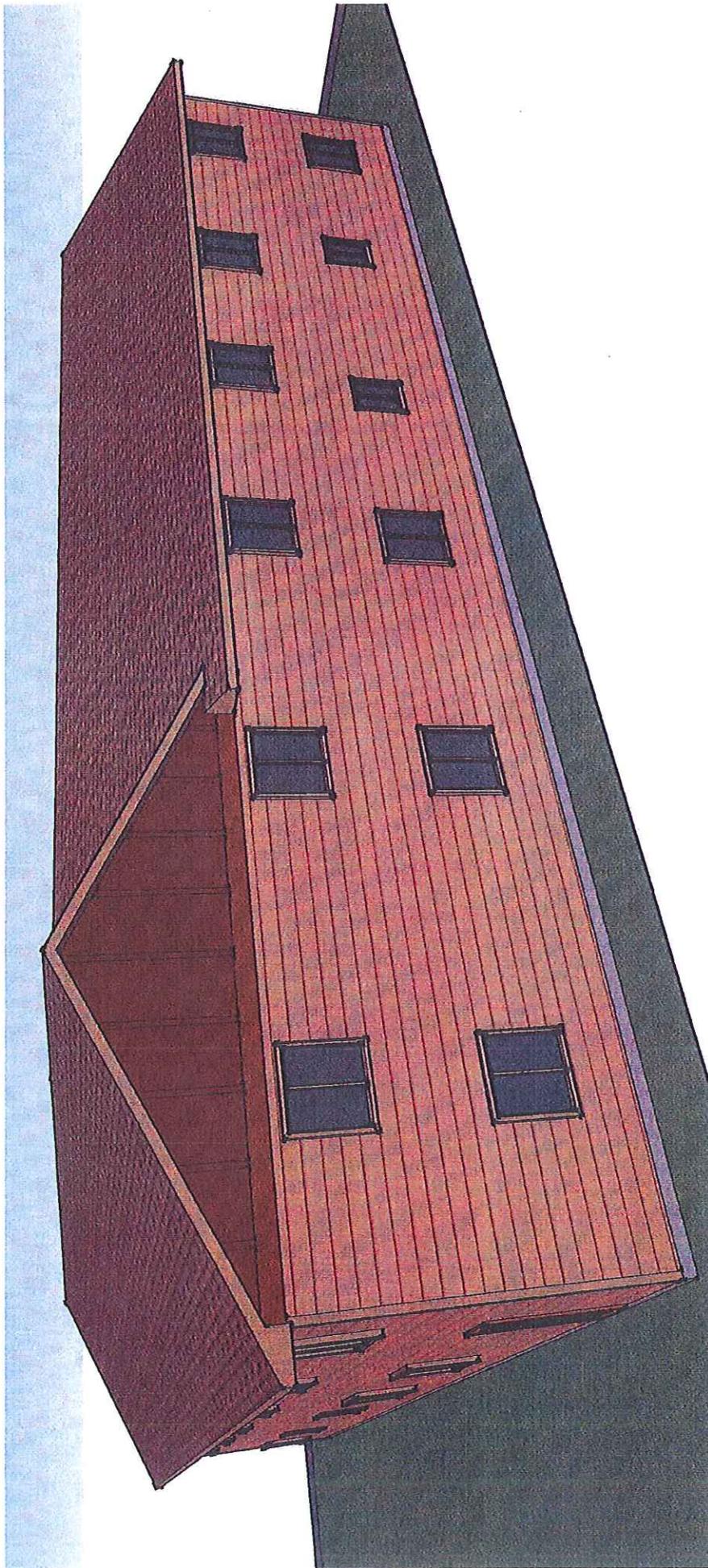
4. Physical description: (building square footage, size of property, description of building materials, etc. Attach site plan, if available.)

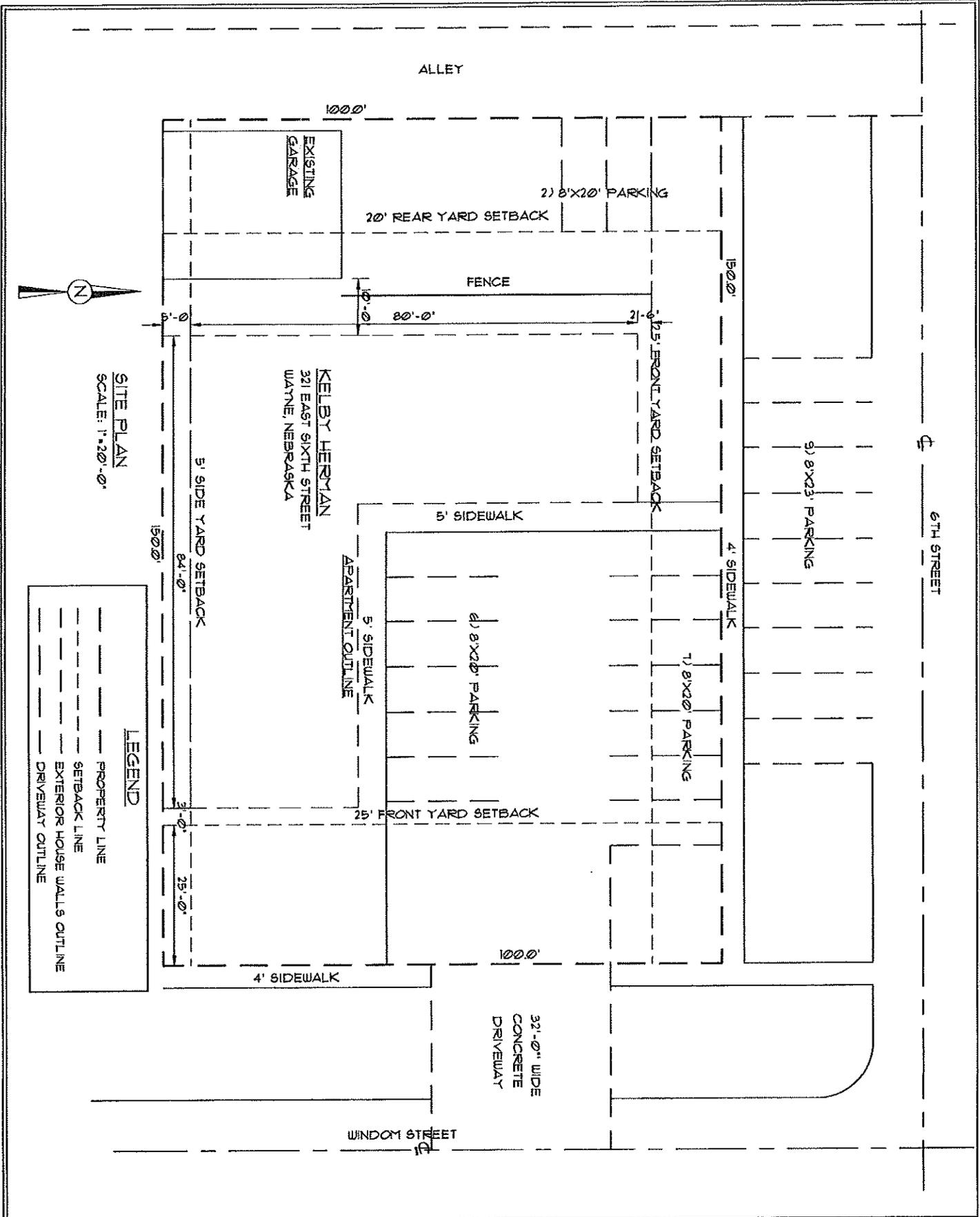
8340 Square Feet - 10-Units 2 Bedroom











1
OF
1

6/10/13

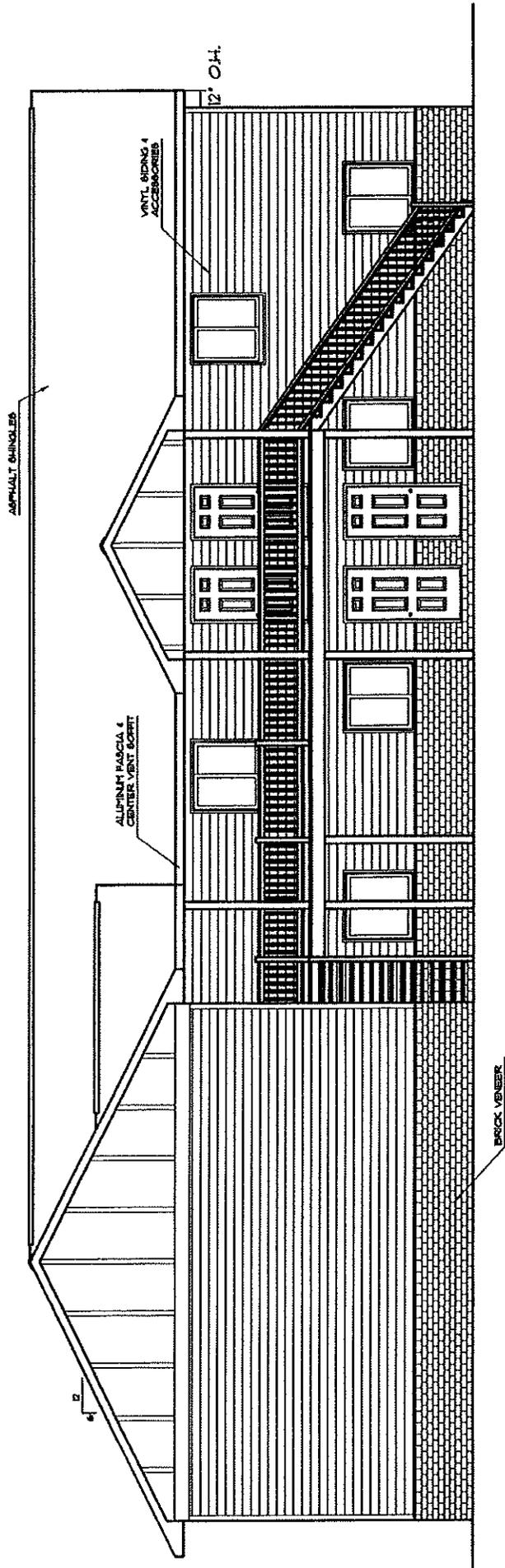
SITE PLAN

NAME: **KELBY HERMAN**

THESE PLANS HAVE BEEN DESIGNED ACCORDING TO OWNER SPECIFICATIONS AND DEFER ALL ENGINEERING TO THE OWNER. A STRUCTURAL ARCHITECT WAS NOT USED IN ENGINEERING THIS PLAN, THEREFORE ALL STRUCTURAL SUPPORT AND WARRANTIES

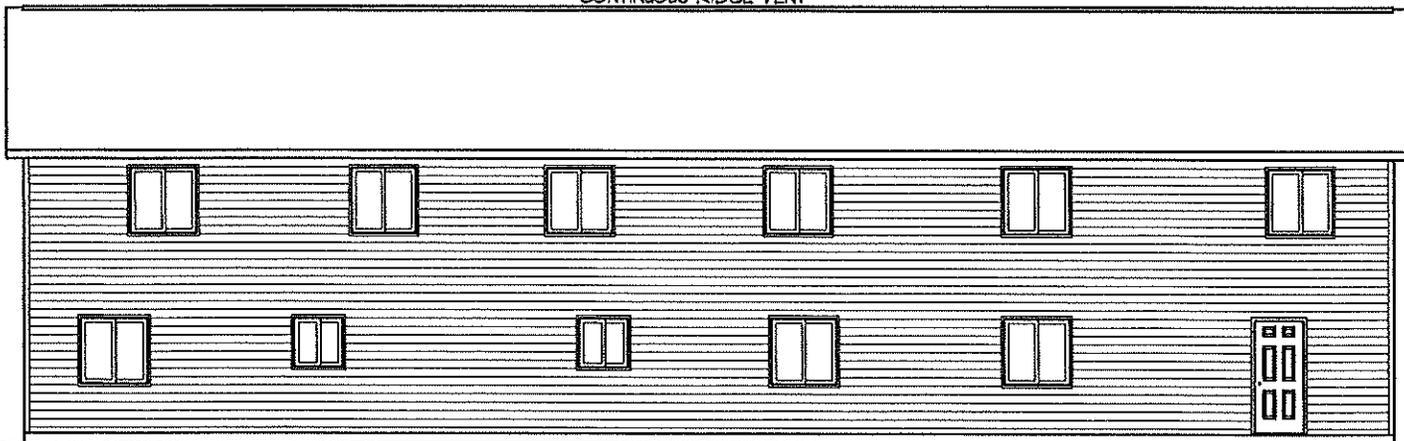


RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

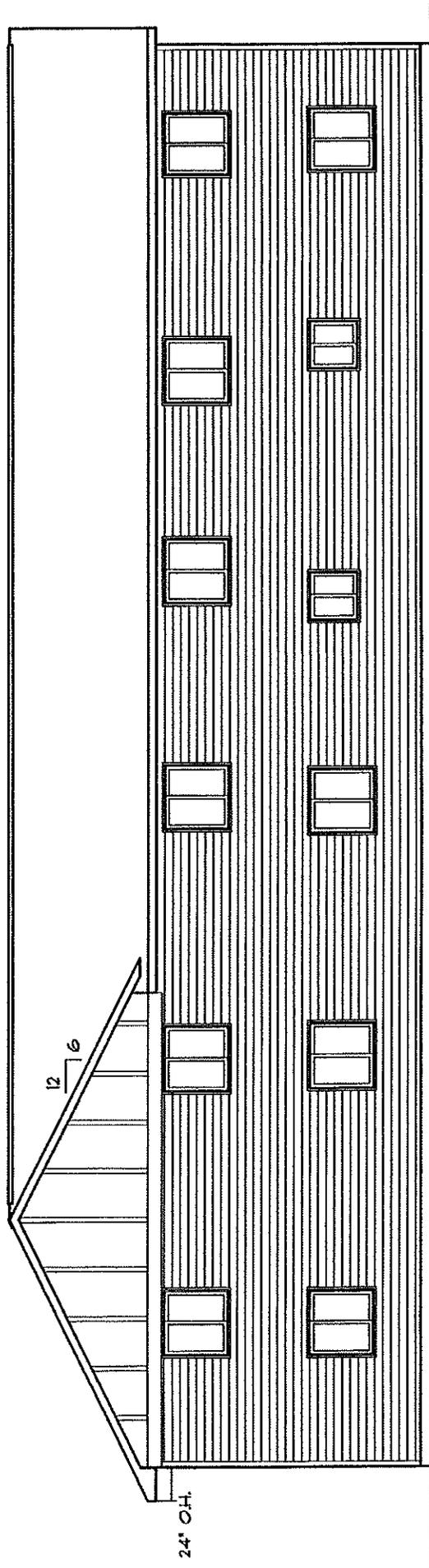


FRONT ELEVATION
 SCALE: 1/4" = 1'-0"

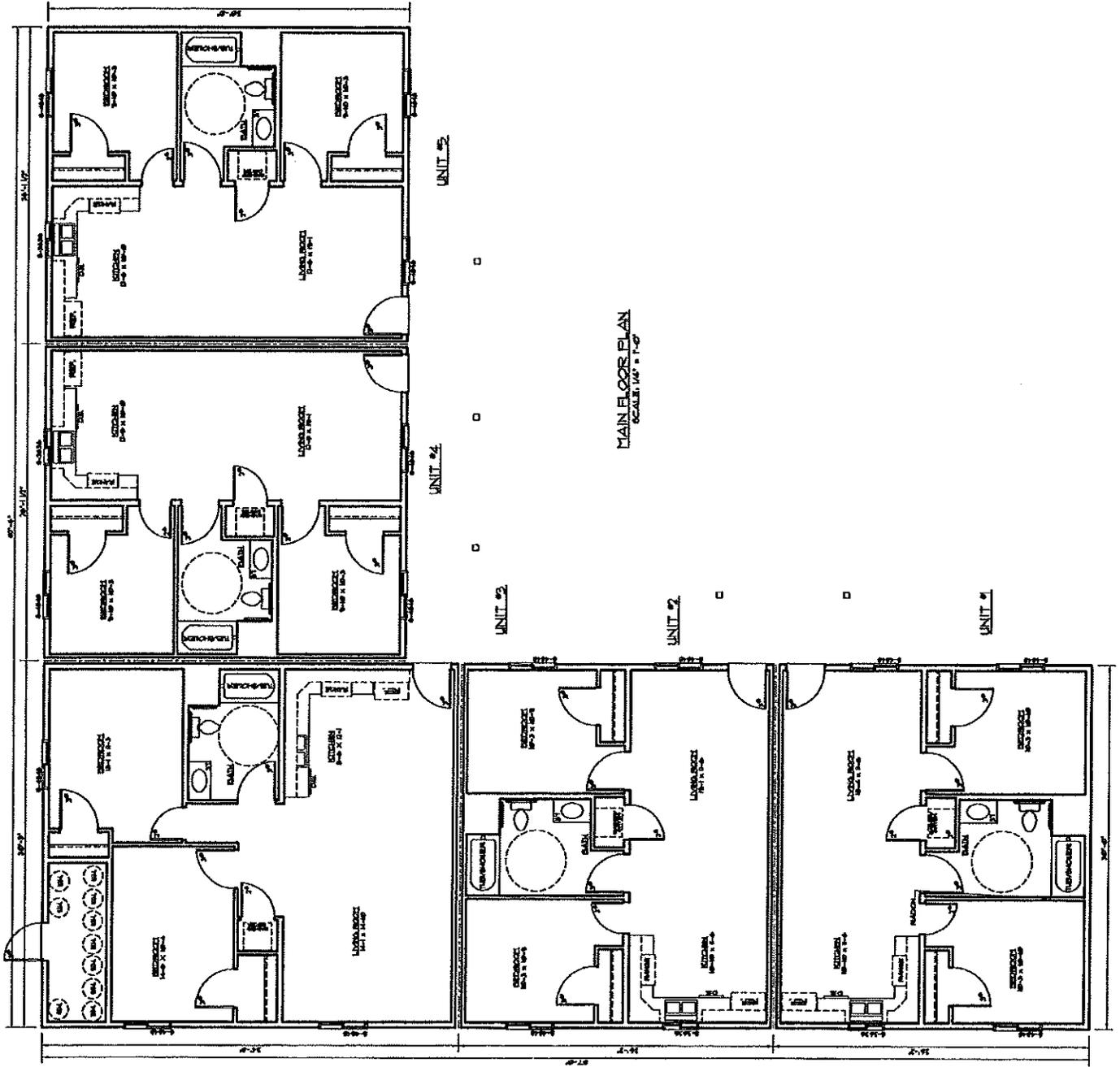
CONTINUOUS RIDGE VENT



REAR ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

UNIT #1

UNIT #2

UNIT #3

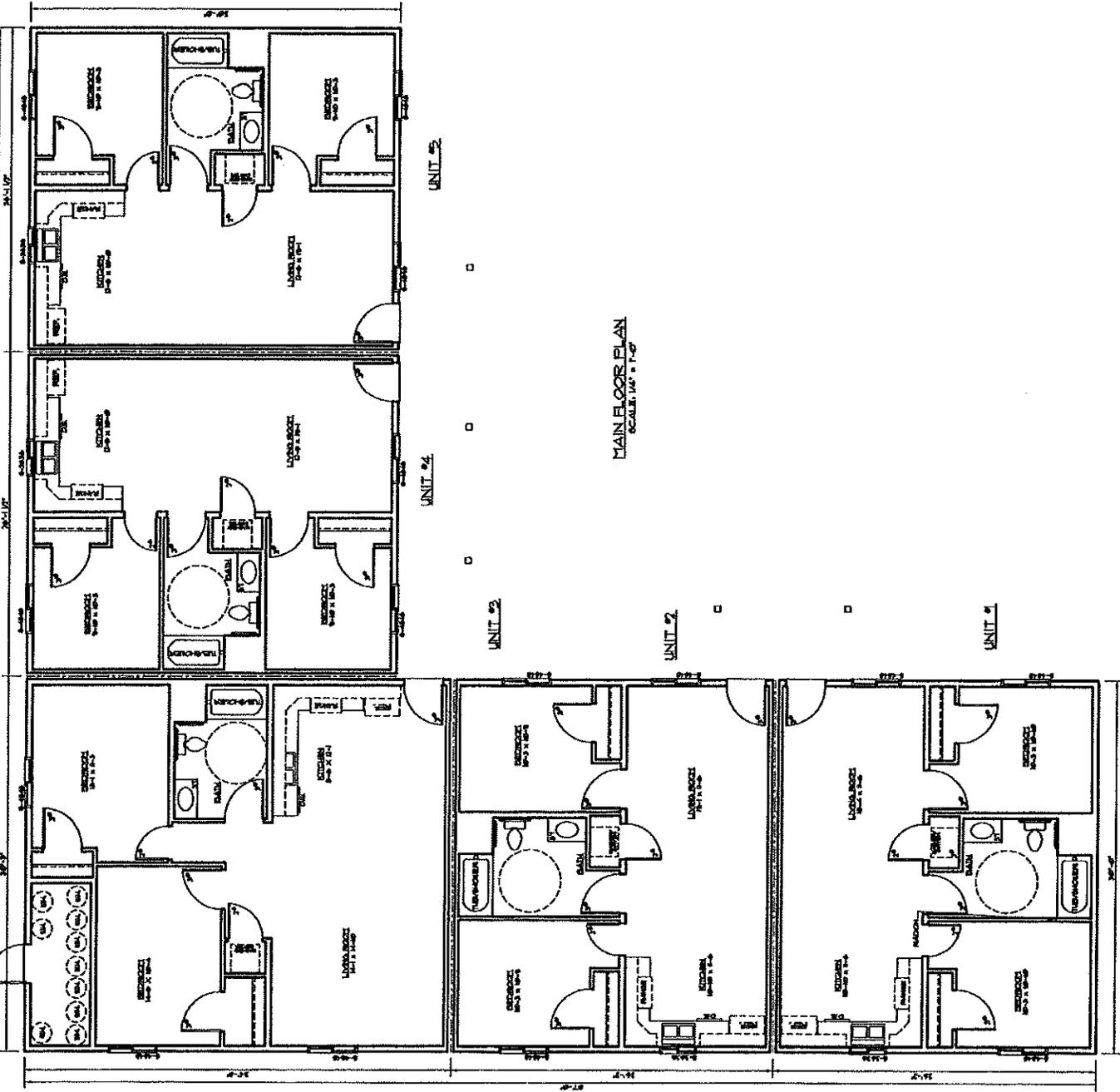
UNIT #4

UNIT #5

UNIT #1

UNIT #2

UNIT #3



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

UNIT #1

UNIT #2

UNIT #3

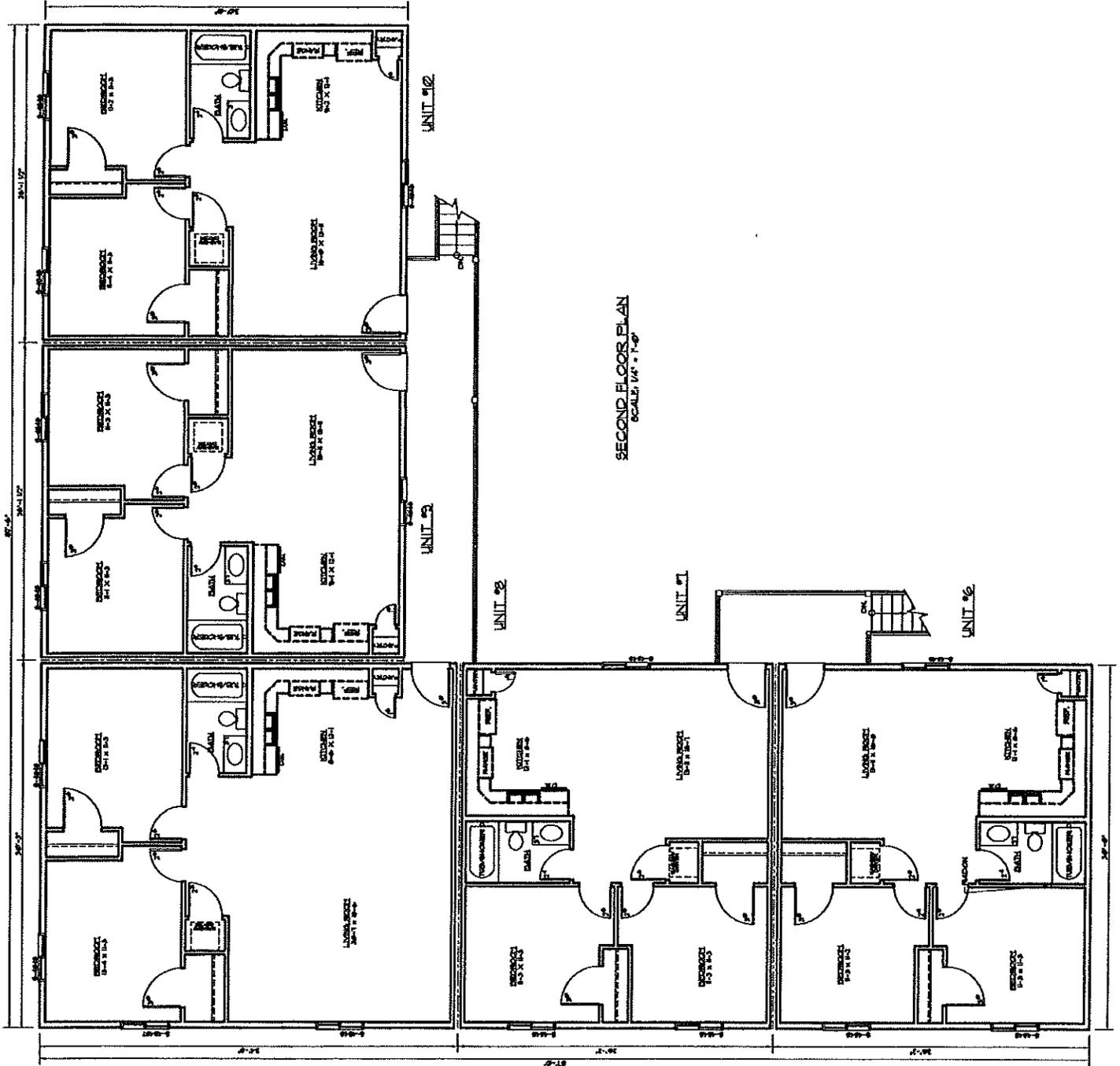
UNIT #4

UNIT #5

UNIT #1

UNIT #2

UNIT #3



SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

UNIT #1

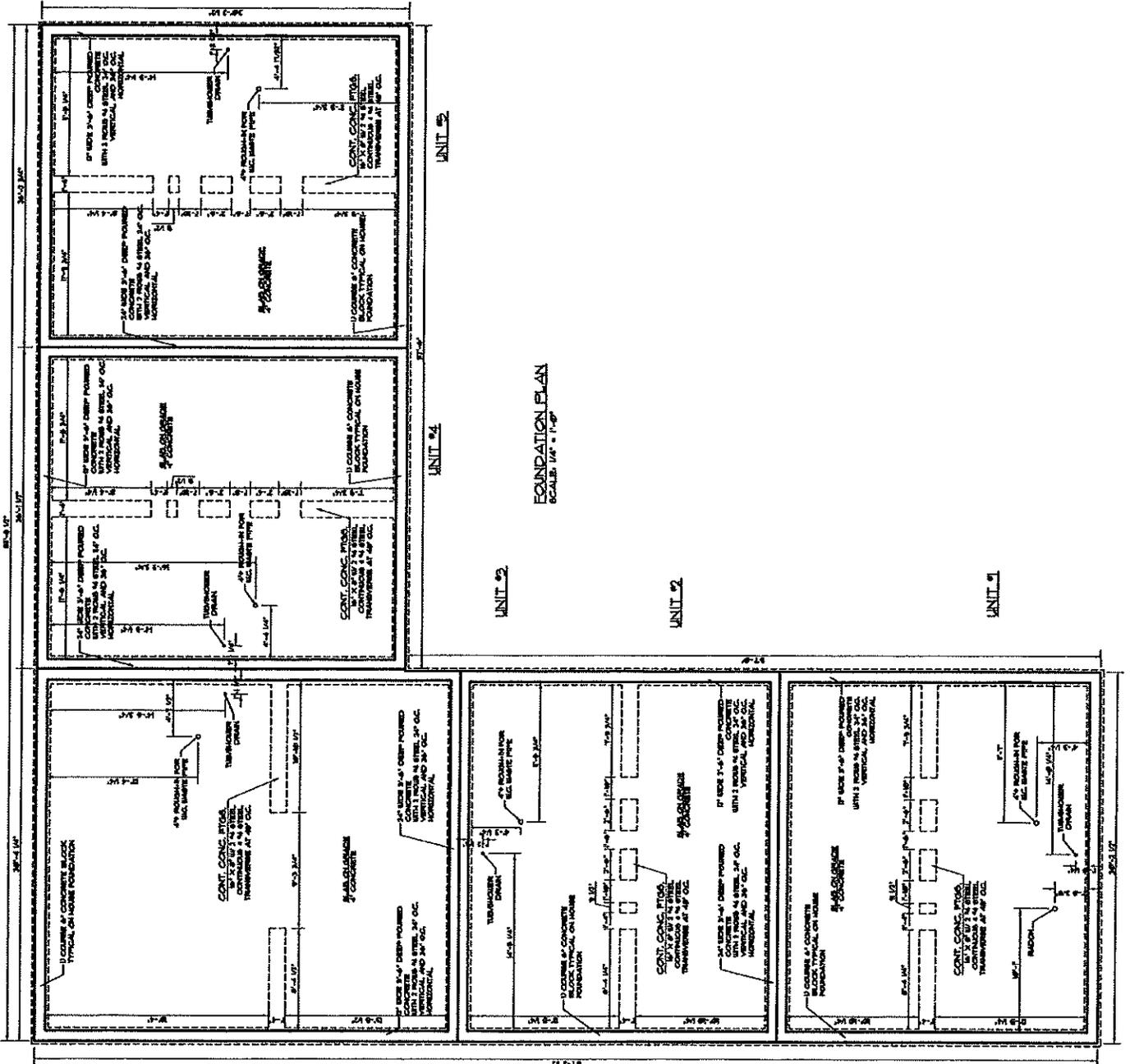
UNIT #2

UNIT #3

UNIT #4

UNIT #5

UNIT #6



FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

UNIT 92

UNIT 94

UNIT 91

COMMUNITY DEVELOPMENT AGENCY

RESOLUTION NO. 2013-12

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

PASSED AND APPROVED this 17th day of September, 2013.

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF WAYNE,
NEBRASKA

By _____
Chair

ATTEST:

Secretary/City Clerk

ATTACHMENT A

(Attach copy of Redevelopment Contract here)

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the _____ day of September, 2013, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Progressive Property Inspections, LLC, a limited liability company, (hereafter, Developer).

WITNESSETH:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and Agency to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and members;

WHEREAS, the City of Wayne, Nebraska (the "City"), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the Act), has designated an area in the City described on the attached Exhibit A as a blighted and substandard area; and

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

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

WHEREAS, Agency and Developer desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections

18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

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

Bonds" or "Series 2013 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (Progressive Property Inspections, LLC, Project) , Series 2013.

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

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

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

"Project Costs" means only costs or expenses incurred by Developer to acquire, clear and prepare the site for Project redevelopment, including utility extensions and costs preparing the redevelopment plan, pursuant to the Act, as set forth on attached Exhibit C.

"Redevelopment Contract" means this redevelopment contract between Agency and Developer dated September ____, 2013, with respect to the Project.

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

"Resolution" means the Resolution of the Agency dated September 17, 2013, as supplemented from time to time, approving this Redevelopment Contract and providing for the issuance of the Bonds.

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

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be

construed to include the other forms as the context may require.

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Agency.

Agency makes the following representations and findings:

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

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

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

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

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

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

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to be in the long-term best interest of the community impacted by the Project;

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

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

Section 2.02 Representations of Developer.

Developer makes the following representations:

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby includes in the Redevelopment Plan of the Agency a provision that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act. The effective date of this provision shall be January 1, 2014.

Section 3.02 Issuance of Series 2013 A Bonds.

Agency on or about November 1, 2013, will issue its Series 2013 A Bonds in the aggregate principal amount of approximately \$108,646.00, but not in any event in an amount allowable Project Costs, which shall be payable in accordance with the resolution of the Agency authorizing its issuance, bearing interest at Five percent (5.0%) per annum (Series 2013 A Bonds) . The Series 2013 A Bonds shall be limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore. Agency shall have no obligation to find a purchaser for the Series 2013 A Bonds.

Section 3.03 Pledge of TIF Revenues.

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

Section 3.04 Grant of Proceeds of Bonds.

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

Section 3.05 Creation of Fund.

Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay Bonds issued pursuant to Sections 3.02 above.

Section 3.06 Perform Obligations of Redevelopment Plan.

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

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01 Construction of Project; Insurance.

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

Section 4.02 Purchase of Series 2013 A Bonds.

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

Section 4.03 Grant Deed of Trust to Secure Bonds.

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

Section 4.04 Non Discrimination .

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

Section 4.05 Pay Real Estate Taxes.

Developer intends to, but is not specifically obligated to, create a taxable real property base attributable to the Project of \$650,000.00 no later than as of January 1, 2015. During the period that any Bonds are outstanding, Developer will (1) not protest a real estate property valuation on the Premises of \$650,000.00 or less; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent during the term that any Bonds are outstanding.

Section 4.06 Payment in Lieu of Taxes.

Developer shall pay to the Agency the sum of \$3,500 less the amount of TIF Revenues received by the Agency for tax year 2014 (paid prior to delinquency in 2015) and shall pay annually beginning with tax year 2015 and continuing through tax year 2028 (to be paid prior to delinquency), the sum of \$13,800 less the amount of TIF Revenues received by the Agency for each such tax year. Developer shall pay amount within 30 days of receipt of written notice from the Agency. This payment in lieu of obligation may be represented by a note or other evidence of indebtedness, at the request of the Agency.

Section 4.07 Reimbursement of Costs.

Developer will reimburse the City and Agency for all costs incurred for legal expenses and costs of bond issuance regarding this contract and the Redevelopment Plan, upon approval by the City Council, in an amount not to exceed \$5,000.00.

Section 4.08 Additional Signatures.

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

Section 4.09 Federal Immigration Verification System.

The Redeveloper agrees that Redeveloper and any contractor for the improvements to be reimbursed as a part of the Project shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.R.S. 2012) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of §4-114, R.R.S., 2012.

Section 4.10 Penal Bond.

Pursuant to § 18-2151 of the Act, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Five Thousand and No/100 Dollars (\$5,000) with a corporate surety authorized to do business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, or his or her subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the City prior to the start of construction of the Redevelopment Project Improvements.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Developer.

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

Section 6.02 Additional Remedies of Agency.

In the event that:

(a) Developer, or its successor in interest, shall fail to substantially complete the construction of the Project on or before December 31, 2015, or shall abandon construction work for any period of 90 days; or (b) Developer, or its successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof or payments in lieu of taxes pursuant to Section 4.06 when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the Agency made for such payment, such event shall be deemed a failure to perform under this Redevelopment Contract.

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

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

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

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 Developer Defaults.

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

Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of this Redevelopment Contract, neither party, as the case may be, nor any successor shall be in breach of or in default in its performance of obligations within its control, when and without its fault, a default in such obligation occurs caused by acts of God, or Government, or in the event of enforced delay in the project due to unforeseeable causes

beyond the control of the parties or either of them, including fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency or of Developer with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Except as set forth in Article VII, the sole obligation of the City under this Redevelopment Contract shall be the issuance of the TIF Indebtedness, granting the proceeds thereof to Developer, as specifically set forth in Sections 3.02. The obligation of the City on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Neither Agency, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Specifically, but without limitation, neither City nor Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Developer releases the Agency and the City from, agrees that the Agency and the City shall not be liable for, and agrees to indemnify and hold the Agency and the City harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

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

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

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

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
WAYNE, NEBRASKA

Progressive Property Inspections, LLC

Chairman/Mayor

Manager

ATTEST:

Secretary/City Clerk

EXHIBIT A

**DESCRIPTION OF PREMISES
(REDEVELOPMENT AREA)**

Lots 11 and 12, Block 7, North Addition to the City of Wayne, Wayne County, Nebraska.

EXHIBIT B

DESCRIPTION OF PROJECT AND DEVELOPERS REDEVELOPMENT PLAN FOR PROGRESSIVE PROPERTY INSPECTIONS APARTMENT COMPLEX

OVERVIEW:

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

This redevelopment will redevelop the real estate shown on Exhibit A to the Redevelopment Contract. Developer will clear the site. This project is one that, subject to assistance from the Agency, will result in the construction of a single building apartment complex.

The Developer will not develop this project in the project area without the benefit of tax increment financing. The costs of site clearance and construction of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. The Developer has reviewed the economic data, including the separate costs allocable to site acquisition, clearance and preparation, and have determined that it is not economically feasible to build the facility without the use of tax-increment financing. The Developer proposes that the Community Development Agency issue a bond to be repaid from the incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date of January 1, 2014. The Developer will use the proceeds of the bond to assist in the acquisition, site clearance and construction and equipping of the buildings.

THE REDEVELOPMENT PLAN:

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

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

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

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

4. Redevelopment project boundaries: Exhibit B1 to the Redevelopment Contract shows the boundaries of the project.
5. Proposed land use plan: Exhibit B1 also shows the proposed land use plan after redevelopment.
6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain increase for the area based on the number of families that will be able to live in this new facility. Building coverage will increase as shown on Exhibit B1.
7. Statement regarding change in street layouts: This Plan proposes no changes in street and utility layout.
8. Site plan after redevelopment: Exhibit B1 is an accurate site plan of the redevelopment project after redevelopment.
9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: No additional public utilities required to support the proposed use.
10. Public cost/benefit analysis: This plan requires that the Developer will own, rehabilitate, construct and equip an apartment building. No public funds, other than the tax increment financing benefit, will be used on the structure, or to provide any of the necessary equipment.

The Developer will provide all financing for the project except that provided by the City of Wayne. TIF Bonds shall not be backed by the City or the Agency, and will only be repaid from the increased ad valorem tax stream created by the project rehabilitation, over a 15 year period commencing January 1, 2014. All ad valorem taxes currently being paid by the facility will continue to be paid to the normal taxing authorities, including the school district, the City of Wayne, and Wayne County, subject to current valuation adjustment. After the 15-year TIF period, the increased taxes will also be paid to the normal taxing authorities.

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

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

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

11. Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the redevelopment project specified in the plan, namely the property described on Exhibit A to the Redevelopment Contract, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2014, as follows:

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

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

EXHIBIT B-1

(attach copy of site map)

EXHIBIT C

(Project Eligible Expenses)

House demo, disposal	\$12,500.00
Public Terrace Parking	\$11,800.00
Land Acquisition	\$58,146.00
Bring-in dirt/site prep	\$13,500.00
Concrete removal	\$4,450.00
Tree removal	\$3,250.00
Legal fee	\$5,000.00
Total	\$108,646.00

RESOLUTION NO. 2013-96

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

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

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2012, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

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

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

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

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

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

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

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

(c) The costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the governing body and have been found to

be in the long term best interests of the community impacted by the project.

3. Approval of the Redevelopment Plan is hereby approved, ratified and affirmed and the Agency is hereby directed to execute the Redevelopment Contract and implement the Redevelopment Plan in accordance with the Act, with such amendments and revisions as are appropriate.

4. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property described herein, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2014 as to the following described real estate, to wit:

Lots 11 and 12, Block 7, North Addition to the City of Wayne, Wayne County, Nebraska.

Said tax 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.

5. The Chairman and Clerk are authorized and directed to execute and deliver to the County Treasurer and Assessor, the Notice to Divide Tax with the appropriate description of real estate, as established pursuant to the Redevelopment Contract and Redevelopment Plan.

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

(Attach a copy of Redevelopment Contract here)

RESOLUTION NO. 2013-98

A RESOLUTION AUTHORIZING THE SALE OF (1) THE RAILROAD RIGHT-OF-WAY, AND (2) A TRACT OF LAND LOCATED IN THE REPLAT OF MCCRIGHT'S FIRST SUBDIVISION TO THE CITY OF WAYNE, WAYNE, COUNTY, NEBRASKA.

WHEREAS, the City of Wayne is the owner of the following described property, to-wit:

Parcel 1:

(Legal Description)

Parcel 2:

A tract of land located in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, a part of the Northeast Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, beginning at the Southwest corner of Lot 3, of the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, a part of the Northeast Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska; thence North on the west line of said Lot 3, 101.58 feet; thence East and parallel to the north line of Lots 3 and 4, 187.58 feet to a point on the northwesterly Right-of-Way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad now removed; thence Southwesterly on said Right-of-Way line, 213.22 feet, to the point of beginning containing 9527.39 square feet and 0.22 acres, more or less; the foregoing being a part of Lots 3 and 4 in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, and

WHEREAS, Kenneth Jorgensen is interested in purchasing said property from the City of Wayne; and

WHEREAS, there are no current delinquent real estate taxes or special assessments payable to Wayne County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Council of the City of Wayne, Nebraska, that the City Attorney is directed to prepare an ordinance directing the sale of a tract of land described as follows:

Parcel 1:

(Legal Description)

Parcel 2:

A tract of land located in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, a part of the Northeast Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, beginning at the Southwest corner of Lot 3, of the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, a part of the Northeast Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska; thence North on the west line of said Lot 3, 101.58 feet; thence East and parallel to the north line of Lots 3 and 4, 187.58 feet to a point on the northwesterly Right-of-Way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad now removed; thence Southwesterly on said Right-of-Way line, 213.22 feet, to the point of beginning containing 9527.39 square feet and 0.22 acres, more or less; the foregoing being a part of Lots 3 and 4 in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska,

to Kenneth Jorgensen for the sum of \$ _____ and other valuable consideration.

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-46

AN ORDINANCE DIRECTING THE SALE OF (1) THE RAILROAD RIGHT-OF-WAY AND (2) A TRACT OF LAND LOCATED IN THE REPLAT OF MCCRIGHT'S FIRST SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Section 1. The Mayor and City Council are directed to convey by Warranty Deed to Kenneth Jorgensen the property owned by the City and legally described as:

Parcel 1:

(Legal Description)

Parcel 2:

A tract of land located in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, a part of the Northeast Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska, beginning at the Southwest corner of Lot 3, of the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska, a part of the Northeast Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska; thence North on the west line of said Lot 3, 101.58 feet; thence East and parallel to the north line of Lots 3 and 4, 187.58 feet to a point on the northwesterly Right-of-Way line of the Chicago, St. Paul, Minneapolis and Omaha Railroad now removed; thence Southwesterly on said Right-of-Way line, 213.22 feet, to the point of beginning containing 9527.39 square feet and 0.22 acres, more or less; the foregoing being a part of Lots 3 and 4 in the Replat of McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska,

for the sum of \$ _____ and other valuable consideration.

Section 2. Notice of the sale and the terms contained in Section 1 shall be published for three consecutive weeks in the Wayne Herald, provided that if a remonstrance against said sale signed by legal electors thereof equal in number to 30% of the electors of the City voting at the last regular municipal election held therein, be filed with the governing body within thirty days of the passage and publication of this ordinance, said property shall not then, nor within one year thereafter, be sold.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication according to law.

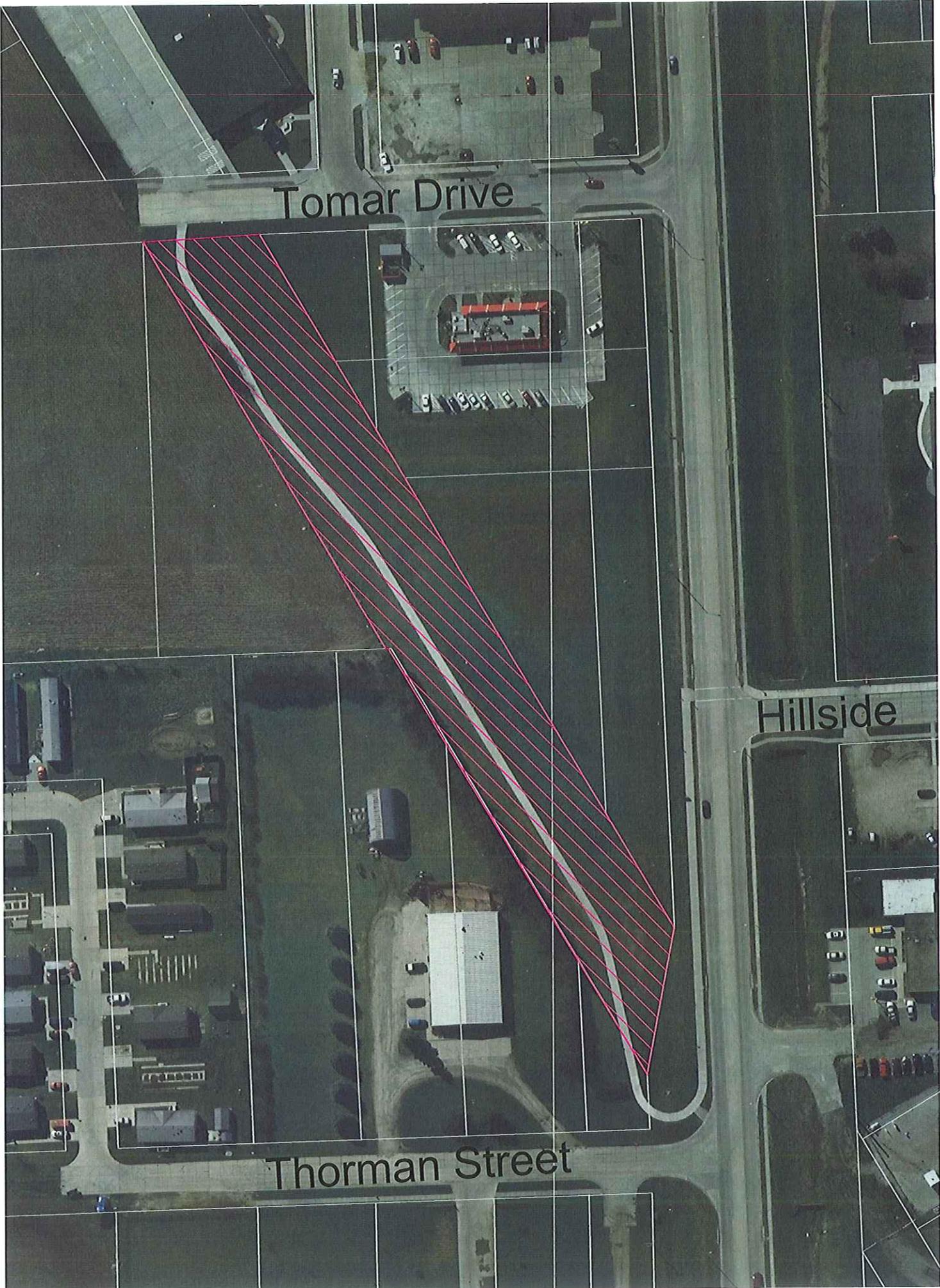
PASSED AND APPROVED this 17th day of day of September, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



Tomar Drive

Hillside

Thorman Street

ORDINANCE NO. 2013-47

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE, CHAPTER 14, ARTICLE II DOGS, SECTION 14-49 RUNNING AT LARGE; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 14, Article II Dogs, Section 14-49 Running at Large, of the Wayne Municipal Code shall be amended as follows:

Sec. 14-49. Running at Large

An animal shall be deemed to be at large when he is off the property of his owner and not under control or restraint of a competent person. For purposes of this section, restraint shall mean controlled by leash, "at heel" beside a competent person and obedient to that person's commands, on or within a vehicle being driven or parked on the streets, or within the property limits of his owner or keeper. **Any animal that is within the City's designated Bark Park enclosed area and is under the supervision of a competent adult shall not be in violation of this section.**

Section 2. Any other ordinance or section passed and approved prior to the passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

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

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-48

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF ALL UTILITY EASEMENTS ON PROPERTY LOCATED ON THE VACATED PORTION OF NORTH PEARL STREET, LYING NORTH OF WEST 13TH STREET AND ABUTTING ON BLOCKS FIVE (5) AND SIX (6), COLLEGE HILL ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, AND TERMINATING AT THE NORTHERN EDGE OF BLOCKS FIVE (5) AND SIX (6), COLLEGE HILL ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, BEING 80 FEET X 180 FEET.

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

Section 1. The City of Wayne, Nebraska, has received a request to release all of the utility easements on property located on:

The vacated portion of North Pearl Street, lying North of West 13th Street and abutting on Blocks Five (5) and Six (6), College Hill Addition to Wayne, Wayne County, Nebraska, and terminating at the Northern edge of Blocks Five (5) and Six (6), College Hill Addition to Wayne, Wayne County, Nebraska, being 80 feet x 180 feet.

Section 2. The City hereby releases and abandons all of the utility easements on the property legally described above, and the Mayor is hereby authorized to execute the quitclaim deed to the current property owner to carry out said release and abandonment.

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

PASSED AND APPROVED THIS 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-99

A RESOLUTION APPROVING THE PROBLEM RESOLUTION TEAM COMPLAINT PROCESS.

WHEREAS, a Problem Resolution Team was established by way of Resolution 98-22 on February 24, 1998, to deal with nuisances, blighted and substandard housing and/or properties, housing code issues, health and sanitation matters, and other potential concerns wherein a multi-disciplined approach to problem resolution would be beneficial within the municipality or its zoning jurisdiction; and

WHEREAS, the Problem Resolution Team has developed a "PRT Complaint Process" to guide staff in its efforts to handle the complaints received on issues identified above.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the "PRT Complaint Process", which is attached hereto and incorporated herein by reference, is hereby approved and shall be in effect as of this date.

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

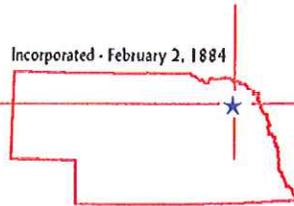
City Clerk

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



PRT Complaint Process

(Effective September 17, 2013)

As per council directive, all complaints are to be investigated. Complaints must be in writing. Verbal complaints will only be investigated if they involve conditions which in the opinion of the Code Official pose an eminent danger to life, such as a building ready to collapse, and are visible from public property. All written complaints must contain the following information:

- A. Name of complainant.
 - B. Phone number to contact complainant for additional information.
 - C. Property address.
 - D. Description of alleged violation.
 - E. Supporting evidence, such as photos or professional reports, if they are available.
1. Upon receipt of a complaint, the Code Official shall place the complaint on the PRT agenda for discussion and recommendation at their next scheduled meeting. Such recommendation shall then be directed to the Code Official for enforcement. The Police Chief will assist the Code Official as deemed appropriate.
 2. Upon receipt of a complaint regarding the interior of the building or an exterior safety issue, the Code Official, or his designee, shall telephone the property owner to notify them that there is a complaint against their property and briefly describe the alleged violation. The Code Official, or his designee, shall request the property owner set up a date and time for an inspection of the property within the next seven (7) days. In addition to the telephone call, the Code Official, or his designee, shall send via Certified Mail an official request of the same. If the complaint involves only the exterior of the building and no safety issues, the Code Official will refer the complaint to the PRT for a hearing and recommendation. Any complaint regarding safety issues will result in the Code Official requesting an inspection of the entire building.

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



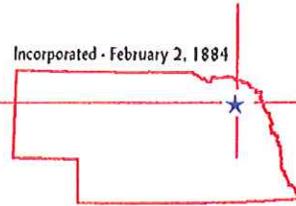
Equal Housing Opportunity

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



3. Should the property owner refuse to allow an inspection, the Code Official will work with the City Attorney to obtain an inspection warrant whenever possible.
4. Upon inspection, the Code Official will document any code violations and work with the property owner to set reasonable deadlines for correction. All deadlines will be presented to the PRT for affirmation at their next scheduled meeting. If the Code Official determines the violations are severe enough that they endanger the safety of the occupants, he may set deadlines which expire prior to the next PRT meeting. Should the PRT determine that the deadlines are inappropriate they may set new deadlines and direct the Code Official to notify the property owner in writing of any amendments to the original decision of the Code Official. Any decision of the Code Official may be appealed by the owner to the Board of Appeals in writing within 20 days of the order.
5. This process shall not prevent the Code Official from taking necessary steps as outlined in the International Property Maintenance Code (IPMC). If the Code Official deems the structure unfit for occupancy he/she shall have any occupants removed, placard the building, and set guidelines for the building to be occupied again. The complaint and the inspection results shall be brought before the PRT before the Code Official issues a demolition order. In extreme instances the Code Official may take action based upon Emergency measures as outlined in the IPMC.
6. If the property owner fails to comply with a deadline, the Code Official may recommend an extension to the PRT based upon significant progress or in cases of extreme hardship. At the next scheduled meeting the PRT will review any recommendation and either grant an extension or request the Code Official to advertise for bids the required work. Such advertisement shall be published at least twice in a local paper. The bids shall then be submitted to the City Council for action based upon the PRT recommendation.
7. Once the property owner has addressed all code violations, or removed the building according to City Code, the Code Official will verify compliance and report the actions to the PRT at their next meeting. The PRT will then take action to verify that the complaint may be closed or request additional information from the Code Official.
8. Upon closure of the complaint by the PRT, the Code Official, or his designee, shall send written notice to the property owner acknowledging their compliance.

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.



Home of Wayne State College



Equal Housing Opportunity

RESOLUTION NO. 2013-100

**A RESOLUTION RESCINDING RESOLUTION NO. 96-65 EMPLOYEE
COMPUTER TECHNOLOGY PURCHASE PROGRAM AND
RESOLUTION NO. 2005-19 FIREARM PURCHASE PROGRAM.**

WHEREAS, at their meeting of December 17, 1996, the Council approved Resolution No. 96-65 adopting an Employee Computer Technology Purchase Program for employees; and

WHEREAS, at their meeting of March 8, 2005, the Council approved Resolution No. 2005-19 adopting a Firearm Purchase Program for employees; and

WHEREAS, it has been determined that neither of these programs are no longer necessary and said Resolutions adopting said programs should hereby be rescinded.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that Resolution No. 96-65 and Resolution No. 2005-19, or any amendments thereto, pertaining to the Employee Computer Technology Purchase Program and Firearm Purchase Program respectively are hereby rescinded and said programs are no longer in effect.

PASSED AND APPROVED this 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2013-39

AN ORDINANCE AMENDING CHAPTER 90, ARTICLE III, SECTION 90-146 MINIMUM AREA REQUIREMENTS; 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 August 5, 2013, and recommended amending Section 90-146 Minimum Area Requirements of the Wayne Municipal Code, with the "Finding of Fact" being:

- Staff's recommendation; and
- Consistency with the Comprehensive Plan and the current and future land use maps.

Section 2. That Chapter 90, Article III, Section 90-146 of the Wayne Municipal Code is amended to read as follows:

Sec. 90-146. Minimum Area Requirements.

Minimum area requirements in an A-2 district are as follows:

<i>Minimum Area Regulations</i>	<i>Permitted Uses</i>
Lot area, in acres.....	2.5 1.5 with City Water & Sewer, 3 with Septic System
Lot width, in feet.....	200 160
Required front yard, in feet.....	50
Required rear yard, in feet.....	50
Required side yard, in feet.....	15

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 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

Comparison of A-2 Lot Sizes

	<u>Permitted Uses</u>	<u>Minimum Lot Requirements</u>
Blair (Rural Residential District)	Single-family dwellings	a) Three (3) acres, in which case a private sewer & private well are permissible; OR b) 1.25 acres up to 2.99 acres with public water; OR c) 30,000 square feet up to 1.249 acres with public water, sewer and paving
Columbus (Rural Residential)	Single-family dwellings Manufactured Home Residential	One acre Site area per Housing Unit – 1 acre
Crete (A-2 Agricultural Residential)	Ranch & farm dwellings Single-family dwellings	One acre
Norfolk (Rural Residential District)	Single-family residential Manufactured Home Dwellings	One acre; 3 acres if a septic system or other individual treatment system is used
Seward (Rural Residential District)	Single-family dwellings	1.5 Acres Site area per Housing Units – 3 acres
South Sioux City (Agricultural Transitional District)	Single-family dwellings	Two acres -- If NOT properly connected to a public water system One acre – If ARE provided with and properly connected to a public water system
South Sioux City (Rural Residential Subdivision)	Single-family dwellings	Two acres – if NOT properly connected to a public water system One acre – if ARE provided with and properly connected to a public water system
Wayne (A-2 Agricultural Residential)	Single-family dwellings	Two and a half acres

Betty McGuire - Fwd: A2 utility and street costs comparison

From: Lowell Johnson
To: Betty McGuire; Chanelle Belt; Joel Hansen
Date: 09/12/2013 3:16 PM
Subject: Fwd: A2 utility and street costs comparison

Betty

This is to go with the A2 zoning amendment information in the packet
thx

Lowell D. Johnson
City Administrator
City of Wayne
office 402-375-1733
fax 402-375-1619

>>> "Lou Benscoter" <lou@benscoterdevelopment.com> 9/12/2013 11:56 AM >>>

This is a break down of the est. cost of developing lots in A2 areas. I used the Benscoter Subdivision site where the water, sewer, and street costs are close to finalized as if it were outside the city limits. This is the area by the sports complex. I used the total cost and factored down a little bit just incase some expenses were not needed. This area should be a good comparison as it is basically one street down the middle with water and sewer distances about the same. I used 7500 dollars per acre as that would be close to farmland prices for land cost in the Wayne area. I also used a one acre reduction for street area.

For a 2.5 acre lot size the water, sewer and street cost would be 71,428 dollars and land cost would be 18,750 dollars for a total of 90,178 dollars.

For a lot size of 1.5 acres the water, sewer and street cost would be 41,667 dollars with land cost being 11,250 dollars for a total of 52,917 dollars.

For a lot size of One acre the water,sewer and street cost would be 26,316 dollars with land cost being 7894 dollars for total of 34,210 dollars.

Please let me know if you need additional information.

Thanks,
Lou

E



Z

S

3



RESOLUTION NO. 2013-101

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH JEO CONSULTING GROUP, INC., FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE HILLSIDE DRIVE FROM HIGHWAY 35 SOUTH PROJECT.

WHEREAS, a proposal for engineering services was received from JEO Consulting Group, Inc, for the Hillside Drive from Highway 35 South Project; and

WHEREAS, City staff has evaluated said proposal and is recommending that JEO Consulting Group, Inc., be approved as the engineer on the project for a total estimated fee of \$_____ ; and

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska, find and declare that JEO Consulting Group, Inc., has the qualifications and meets all of the requirements to perform the engineering services required to monitor the said project.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that they hereby appoint JEO Consulting Group, Inc., as the project engineer for said project in the City of Wayne, Nebraska; and

BE IT FURTHER RESOLVED that the Mayor be, and he hereby is instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with said firm for the completion of the work as proposed, and the City Administrator is authorized to approve and execute change orders not to exceed five percent of the contract price.

PASSED AND APPROVED THIS 17th day of September, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-102

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA TO APPROVE A CONTRACT BETWEEN THE CITY OF WAYNE AND NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT FOR THE COMPREHENSIVE INVESTMENT AND STABILIZATION PLANNING STUDY.

WHEREAS, the City of Wayne wishes to enter into an agreement for professional services with Northeast Nebraska Economic Development District (NNEDD) to conduct the study in accordance with the Comprehensive Investment and Stabilization Planning Grant; and

WHEREAS, the City of Wayne agrees to compensate NNEDD a sum of not to exceed \$12,000.00 to complete the Scope of Work for said planning study.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into an Agreement for Professional Services with NNEDD to conduct a planning study; that the terms and conditions as contained in the Agreement with NNEDD are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 17th day of September, 2013

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
PROFESSIONAL SERVICE AGREEMENT
(for Comprehensive Investment & Stabilization)**

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

WITNESSES THAT:

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

WHEREAS, pursuant to Title 1 of the Housing and Community Development Act of 1974, as amended through 1981, the State of Nebraska Department of Economic Development (DED) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City of Wayne has been notified of CDBG funds reservation as a result of CDBG application 13-CIS-006 for the purposes set forth herein, and

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

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

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

1. Services to be Provided by the Parties

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

2. Time of Performance

The effective date of this contract shall be the notice of release of funds date as received by NDED. The termination date of the contract shall be upon the end of the required monitor period as determined later by NENEDD.

3. Consideration

The City of Wayne shall reimburse the Consultant in accordance with all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount reimbursed by City of Wayne exceed the sum of **\$12,000**. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of cost actually incurred. It is expressly understood

that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with CDBG funds through the State Department of Economic Development Block Grant Program as administered by DED and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

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

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

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

5. Relationship

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

6. Suspension, Termination and Close Out

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Changes, Amendments, Modifications

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

8. Personnel

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

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

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

9. Assignability

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

10. Reports and Information

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

11. Findings Confidential

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

12. Copyright

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

13. Compliance With Local Laws

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

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

15. Title VI of the Civil Rights Act of 1964

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

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

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

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

- a.) The work to be performed under this contract is on a project assisted under a program providing direct federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns

which are located in, or owned in substantial part by persons residing in the area of the project.

- b.) The parties to this contract will comply with the provision of said Section 3. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c.) The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative or his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d.) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal assistance, take appropriate action to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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

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

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

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

20. Executive Order 11246, As Amended.

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

21. Conflict of Interest

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all

subcontracts to this contract. Upon written request, exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

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

23. Hold Harmless

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

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

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

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

CITY OF WAYNE:

BY _____

TITLE Mayor _____

DATE _____

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT:

BY _____

TITLE _____

DATE _____

ATTACHMENT 1

SCOPE OF WORK NEEDS ASSESSMENT

- Research will be conducted and include the following analysis: demographic information, household characteristics, housing characteristics and conditions, land-use and zoning, flood zones, and historic properties.
- Survey of existing infrastructure, including water, sewer, drainage, streets, sidewalk, parks and the condition, capacity and defects.
- Neighborhood and City Staff surveys will be conducted.
- Neighborhood and City Staff meetings will be held.
- Priorities for projects will be developed and a timeline for implementation developed along with a three year strategy.

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

I am a citizen of the United States.

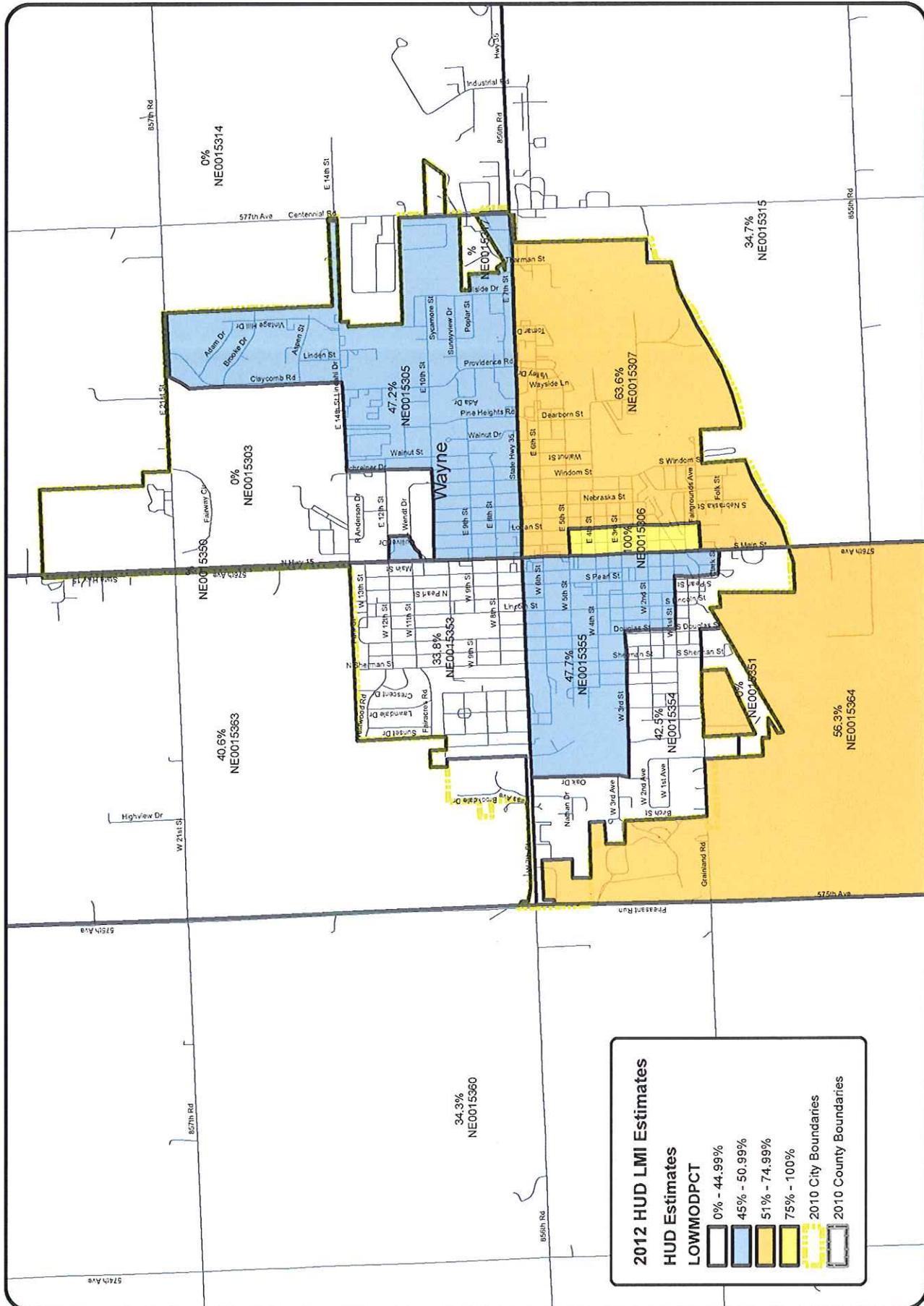
— OR —

I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<hr/> (first, middle, last)
SIGNATURE	<hr/>
DATE	<hr/>

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