

**AGENDA  
CITY COUNCIL MEETING  
October 1, 2013**

**1. [Approval of Minutes – September 17, 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. [Action to Formally Name the Wayne Municipal Airport, Stan Morris Field, and Nancy Braden Terminal](#)**

**Recommendation:** The Airport Board has requested that the City Council formally act to validate these naming actions which the Airport Board has already done.

**4. [Action to Approve the Bid Received from Chartwells \(WSC\) to Prepare the Hot Meals as Part of the Nutrition Program for the Elderly at the Wayne Senior Center \(July 1<sup>st</sup> thru June 30<sup>th</sup>\)](#)**

**Background:** To qualify for state reimbursement for meals at the Sr. Center and Meals on Wheels, we have to serve daily meals that strictly comply with the State nutrition standards and serving sizes. We bid out our catering agreement each year. Chartwells at WSC has been the only responder since Providence Medical Center stopped supplying our meals.

The increase charged by Chartwells is from an increase in the grocery costs to provide the portion size required by the state guidelines for meals at the Sr. Center and Meals on Wheels

**Recommendation:** Recommendation of Penny Vollbracht, Sr. Center Coordinator is to approve the increase.

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

**Background:** Ken has made several presentations to the mayor and council regarding a sports bar/restaurant on property just east of McDonalds on Highway 35. He has presented the city an offer to purchase the abutting rail road right of way and a triangle parcel east of the intersection of 6<sup>th</sup> and Tomar. Both of these properties are owned by the City of Wayne. The agreement is attached. It contains an offer of \$5,000 total for both parcels, a permanent easement for underground city utilities and a performance that requires Ken to build the project or the property reverts back to the city

**Recommendation:** There is no staff recommendation for this offer to purchase. This meets one of the council's retreat goals to increase business development in the community but ultimately is a decision of the elected officials to represent what they

believe are the best interests of the city. If you approve this purchase agreement, the following two actions are state statutory requirements to carry out the sale.

6. [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](#)
7. [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](#)
8. [Presentation by Tom Jacobsen of a Proposed Multi-Unit Housing Project and a Request for a Sense of the Council about the Project and Tax Increment Financing](#)

**Background:** Tom is preparing to purchase land and build a market rate multi-unit apartment project on the north side the intersection of 13<sup>th</sup> and Pearl Street west of the campus. The project doesn't work financially without Tax Increment Financing assistance. Tom has asked for an opportunity to discuss the scope and design of this project and get a sense of the council before investing in the property and paying the legal costs to prepare a TIF agreement. The legal costs for a project this size would likely be around \$15,000. This project meets one of the council retreat goals to increase the single family and rental housing stock in the community. A copy of the front and side elevations of the proposed project is attached.

Tom's total project cost is estimated at \$1.7 million and the estimated TIF that would be generated by the new construction is approximately \$350,000. Tom doesn't expect to need that entire amount to make the project work. There may be an opportunity for a discussion of the legal option for the city to capture the unused TIF from these projects and allocate it to a community project in that redevelopment area. The Herman 10-plex at 6<sup>th</sup> & Windom requested \$106,000 in that TIF agreement which is about ½ of The TIF funds the new construction will generate. The McManigal 6-plex at 4<sup>th</sup> and Windom requested \$50,000 in TIF which is about ¼ of the total that project would generate.

9. [Ordinance 2013-39: Amending Sec. 90-146 Minimum Area Requirements in an A-2 Agricultural Residential District \(Tabled from Last Meeting\)](#)

**Background:** This action was tabled regarding the Planning Commission's recommendation to change the current minimum lot size from 2.5 acres to a minimum lot size of 1.5 acres if connected to city sewer and 3 acres if connected to a septic system. Attached are additional letters sent to the mayor and council regarding this amendment.

**Recommendation:** Recommendation of the Planning Commission is to approve the change.

10. [Recess](#)

- a. [Convene as Community Development Agency](#)
- b. [Approve Minutes – September 17, 2013](#)
- c. [CDA Claims](#)
- d. [Action to Consider Amending the Western Ridge II Planned Unit Development and NAHTF Grant New Construction Project Document](#)

**Background:** This draft version eliminates the current cap of \$200,000 assessed value on new construction homes and eliminates the requirement to meet an energy code standard.

**Recommendation:** There is no staff recommendation for this change. New construction on these lots meets one of the council’s retreat goals to increase single family and rental housing stock in the community but ultimately it is a decision of the elected officials to represent what they believe are the best interests of the city.

- e. [Consideration and Adoption of CDA Res. 2013-13 Recommending Approval of a Redevelopment Contract \(Sebade Housing, LLC\) for the East 1/2 of Lot 7 and the South 40 feet of the East 1/2 of Lot 8, Block 11, North Addition to the City of Wayne, Wayne County, Nebraska](#)

**Background:** This is the 3-plex market rate apartment project Chad discussed with the council this summer before he hired the legal work for the TIF to be done. This project would generate an estimated total TIF of \$60,000 but Chad is requesting \$40,000 to make the project work financially. Do you want to approve the full amount of TIF and reserve the amount over \$40,000 to a city project? If so this is the time to amend this.

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

- 11. **Public Hearing:** [Redevelopment Plan of Sebade Housing, LLC for the East 1/2 of Lot 7 and the South 40 feet of the East 1/2 of Lot 8, Block 11, North Addition to the City of Wayne, Wayne County, Nebraska \(Advertised Time: 5:30 p.m.\)](#)

**Background:** This is the 3-plex market rate apartment project Chad discussed with the council this summer before he hired the legal work for the TIF to be done. This project would generate an estimated total TIF of \$60,000 but Chad is requesting \$40,000 to make the project work financially.

- 12. [Resolution 2013-103: Approving a Redevelopment Plan as Contained in a Redevelopment Contract \(Sebade Housing, LLC\)](#)
- 13. [Adjourn as Mayor and City Council and Reconvene as Board of Equalization](#)
- 14. **Public Hearing:** [Assessments for Street Improvement District No. 2010-5 \(Benscoter Addition\) Advertised Time: 5:30 p.m.](#)

**Background:** When the city creates a paving district or a utility extension district, there is a state requirement that all the property owners within the district be provided 30 days from the date of creation to give written notice to the city clerk that they object to the district. If the owners of less than 50% plus one foot of the abutting property frontage don't give written notice by the deadline the district is created, the project is designed and built by the city for the benefit of the property owners and the costs are assessed to the abutting properties in the district. The costs of alley crossings and street intersections are the general obligation of the city because there is no abutting property at these locations.

When the project is complete, a public hearing is required for comment from the property owners or the public before the assessments can be levied to the properties. This hearing and the following two hearings serve that purpose.

The engineer's recommended assessment schedule for each of these districts is attached for your review. Call us with any questions.

15. [Resolution 2013-104: Approving Assessments in Street Improvement District No. 2010-5](#)
16. Public Hearing: Assessments for Sanitary Sewer Extension District No. 2010-1 (Benscoter Addition) Advertised Time: 5:30 p.m.
17. [Resolution 2013-105: Approving Assessments in Sanitary Sewer Extension District No. 2010-1](#)
18. Public Hearing: Assessments for Water Extension District No. 2010-1 (Benscoter Addition) Advertised Time: 5:30 p.m.
19. [Resolution 2013-106: Approving Assessments in Water Extension District No. 2010-1](#)
20. Adjourn as Board of Equalization and Reconvene as Mayor and City Council
21. [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 \(Tabled from Last Meeting\)](#)

**Background:** Maps and information were distributed after the last meeting to help prepare you for detailed review of the existing areas and to develop a consensus.

22. [Ordinance 2013-48: Releasing and Abandoning an Easement Located on North Pearl Street, being 80-feet wide and 180-feet long abutting on Block 5 and Block 6, College Hill Addition to the City of Wayne, Wayne County, Nebraska \(Second Reading\)](#)
23. [Ordinance 2013-49: Amending Wayne Municipal Code Section 78-10, Stop Sign Locations; west of Main Street, north of 7<sup>th</sup> Street \(Milo Drive\)](#)

**Recommendation:** Recommendation of Joel Hansen is to approve the ordinance to install the stop sign for south bound traffic on Milo Drive since action by council ordinance is required in order for police to enforce it.

**24. Action on Pay Application No. 4 (Final) in the amount of \$ \_\_\_\_\_ to Steve Harris Construction, Inc., for the 10<sup>th</sup> Street, Main to Windom Improvement Project**

**Recommendation:** Recommendation of Joel Hansen, Street Supt. is to approve this claim for work completed as per bid and approved by the project engineer.

**25. Action on Pay Application No. 1 in the amount of \$83,529.68 to Robert Woehler & Sons Construction for the Chief's Way Sanitary Sewer & Water Extension Project**

**Recommendation:** Recommendation of Joel Hansen, Street Supt. is to approve this claim for work completed as per bid and approved by the project engineer.

**26. Discussion Regarding Down Payment Housing Loan Incentive Program for New Construction**

**Background:** Several years ago at the annual mayor and council retreat, the need for new construction single family and rental housing was established as a goal. Local developers were invited to make proposals to the mayor and council for what it would take to incent new housing in the \$130- \$150,000 range in Wayne. We received a number of responses from that invitation and developed several new housing construction incentives:

- 1) \$30,000 interest free construction loan re-payable when an owner constructed home is finished and a mortgage is secured to pay off the construction loans.
- 2) \$20,000 interest free construction loan re-payable when a spec home is completed and sold
- 3) \$3500 rebate to first time homebuyers on a home with a ground source heat pump

Attached for discussion purposes is a proposal for a \$10,000 interest free down payment loan program patterned after the very successful down payment loan program that Wayne Community Housing has conducted in the past. This proposal has no income restrictions and would not become due until the original mortgage is paid off, or the home is sold or rented out. This program would be simpler, and not have the lien complications for primary lenders that the other incentive programs have.

**27. Adjourn**

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

September 17, 2013

The Wayne City Council met in regular session at City Hall on Tuesday, September 17, 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 September 5, 2013, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, whereas, the Clerk has prepared copies of the Minutes of the meetings of September 3, 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 SEPTEMBER 3, 2013:** Delete Norfolk Sporting Goods, Su, 60.00

**VARIOUS FUNDS:** ADVANCED CONSULTING, SE, 23104.50; AMERICAN BROADBAND, SE, 1413.02; AMERICAN LIBRARY ASSOC, FE, 190.00; AMERITAS, SE, 1954.97; APPEARA, SE, 201.14; BAKER & TAYLOR, SU, 1492.85; BANK FIRST, SE, 135.00; BARONE SECURITY SYSTEMS, SE, 138.00; BINSWANGER GLASS, SE, 274.80; CITY EMPLOYEE, RE, 620.88; BSN SPORTS, SU, 248.98; CADET BOOSTERS, FE, 160.00; CARHART LUMBER, SU, 899.38; CERTIFIED TESTING SERVICE, SU, 296.00; CHARTWELLS, SE, 5257.01; CHINN, MARLEN, RE, 648.00; CITY OF NORFOLK, RE, 1500.00; CITY OF WAYNE, RE,

150.00; CITY OF WAYNE, RE, 700.00; CITY OF WAYNE, PY, 60581.28; CITY OF WAYNE, RE, 247.20; CIVICPLUS, SU, 400.00; COMMUNITY HEALTH, RE, 4.00; COPY WRITE, SU, 15.52; CITY EMPLOYEE, RE, 148.07; DAVE'S DRY CLEANING, SE, 69.00; DE LAGE LANDEN FINANCIAL, SE, 394.00; DEARBORN NATIONAL LIFE, SE, 1729.61; CITY EMPLOYEE, RE, 78.06; EAKES OFFICE PLUS, SE, 96.63; EASYPERMIT POSTAGE, SU, 1715.16; ECHO GROUP, SU, 5.40; ELECTRIC TRANSPORTATION, SU, 3770.00; ERWIN TRUCKING, FE, 150.00; FLOOR MAINTENANCE, SU, 264.56; FREDRICKSON OIL, SE, 62.70; GEMPLER'S, SU, 194.10; GENA LUHR, RE, 500.00; GERHOLD CONCRETE, SU, 446.22; GP GFOA, FE, 150.00; GROSSENBURG IMPLEMENT, SU, 167.94; HAWKINS, INC, SU, 788.97; HD SUPPLY WATERWORKS, SU, 3120.77; CITY EMPLOYEE, RE, 461.37; HEIKES AUTOMOTIVE, SE, 79.88; HEWLETT-PACKARD, SU, 72.09; HIRERIGHT SOLUTIONS, SE, 126.30; ICMA, SE, 6276.45; INGRAM BOOK, SU, 531.15; IRS, TX, 22465.41; JACK'S UNIFORMS, SU, 207.70; JANWAY COMPANY, SU, 506.49; JASON CAROLLO, SE, 160.00; CITY EMPLOYEE, RE, 1777.06; JORGENSEN LAW OFFICE, SE, 112.50; CITY EMPLOYEE, RE, 44.88; JULIE CULL, RE, 8626.28; CITY EMPLOYEE, RE, 218.28; KELLY SUPPLY, SU, 378.63; KRIZ-DAVIS, SU, 1461.98; KTCH, SE, 1491.32; L.G. EVERIST, SU, 1307.11; LAURAN LOFGREN, RE, 300.00; MAIN STREET AUTO CARE, SE, 90.00; MIDWEST LABORATORIES, SE, 295.85; MIDWEST TAPE, SU, 104.97; MIDWEST TURF & IRRIGATION, SU, 51778.00; NE DEPT OF REVENUE, TX, 3182.27; NE SAFETY COUNCIL, SE, 3.20; NORFOLK DAILY NEWS, SE, 185.70; N.E. NE AMERICAN RED CROSS, RE, 59.24; NNPPD, SE, 13185.52; OMAHA WORLD-HERALD, SE, 1250.40; ONE CALL CONCEPTS, SE, 79.60; OVERHEAD DOOR COMPANY, SE, 86.00; PAC N SAVE, SU, 130.20; CITY EMPLOYEE, RE, 34.67; PERSHING EXCAVATING, RE, 1356.07; PLUNKETT'S PEST CONTROL, SE, 95.18; POSITIVE PROMOTIONS, SU, 87.35; CITY EMPLOYEE, RE, 64.14; QUALITY FOODS, SU, 19.41; QUILL, SU, 405.30; RANDOM HOUSE, SU, 60.00; RITA MCLEAN, RE, 133.08; ROBERTSON IMPLEMENT, SU, 233.31; S & S WILLERS, SU, 1792.93; SHOPKO, SU, 111.28; SOCIETY FOR HUMAN, FE, 180.00; SPARKLING KLEAN, SE, 1916.70; STATE NATIONAL BANK, SE, 61.44; STATE NATIONAL BANK, RE, 78176.25; SUN RIDGE SYSTEMS, SE, 2600.00; T & S TRUCKING, SE, 402.96; UNITED WAY, RE, 12.40; US BANK, SE, 1717.27; WAED, FE, 417.00; WAYNE AUTO PARTS, SU, 93.13; WAYNE COUNTY CLERK, SE, 86.00; WAYNE HERALD, SE, 2051.56; WAYNE VETERINARY CLINIC, SE, 196.00; WESCO, SU, 984.92; WAPA, SE, 32407.92; ZACH HEATING & COOLING, SU, 1415.00; ZACH OIL COMPANY, SU, 6385.54; ZEE MEDICAL SERVICE, SU, 82.91; AMAZON.COM, SU, 1188.05; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 225.00; CLAUSSEN & SONS IRRIG., SE, 24.95; COUNTRY TRUCK SALES, SU, 19000.00; ED. M FELD EQUIPMENT, SU, 283.50; ELKHORN FENCE, SE, 11646.00; FLOOR MAINTENANCE, SU, 23.40; GERHOLD CONCRETE, SE, 2528.25; GROSSENBURG IMPLEMENT, SE, 3014.24; INDUSTRIAL CHEM LABS, SU, 936.21; KIRKHAM MICHAEL, SE, 690.00; MAGNUM POWER PRODUCTS, SU, 2600.00; CITY EMPLOYEE, RE, 86.33; MIDWEST SERVICE & SALES, SU, 7400.00; NE NEBRASKA VOLUNTEER, FE, 50.00; NE NOTARY ASSOC, SU, 87.50; NPPD, SE, 386067.41; OLSSON ASSOCIATES, SE, 15631.11; OVERHEAD DOOR,

SE, 65.50; PIEPER & MILLER, SE, 8123.99; PITNEY BOWES, SU, 648.00; PRESTO X, SE, 106.59; PUSH-PEDAL-PULL, SU, 666.20; STATE NATIONAL BANK, RE, 1500,000.00; TOM'S BODY & PAINT SHOP, SE, 38.50; VOSS LIGHTING, SU, 195.00; WAYNE COMMUNITY SCHOOLS, RE, 1929.50

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, 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 19<sup>th</sup> as “No Text On Board – Pledge Day” and September 23<sup>rd</sup> as “Family Day – A Day to Eat Dinner with your Children.”

Lash Chaffin, Attorney with the League of Nebraska Municipalities, gave a presentation on the Open Meetings Laws, Conflicts of Interest, etc.

Gary Boehle with First National Insurance Agency was present requesting Council consideration to changing the renewal date for the City’s group health and accident insurance policy from January 1, 2014, to December 1, 2013, which would allow an additional 11 months before having to comply with the new affordable healthcare act regulations that take effect 1/1/14.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese approving the recommendation of Gary Boehle of First National Insurance Agency, to change the renewal date for the City’s group health and accident

insurance policy from January 1, 2014, to December 1, 2013. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Phil Monahan, Fire Chief, introduced Jacob Stenka and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department. He has also served the fire department in a “cadet” status.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley approving the membership application of Jacob Stenka to the Wayne Volunteer Fire Department. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

A request was made by Anthony Cantrell to close off the east end of 10<sup>th</sup> Street from Providence Road to Hillside Drive for an electric vehicle rally on Saturday, October 5, 2013, from 6:30 a.m. until 5:00 p.m.

Councilmember Ley made a motion, which was seconded by Councilmember Brodersen, approving the request of Anthony Cantrell to close off the east end of 10<sup>th</sup> Street from Providence Road to Hillside Drive for an electric vehicle rally on Saturday, October 5, 2013, from 6:30 a.m. until 5:00 p.m., with the stipulation that proof of \$1,000,000 liability insurance and naming the City as an additional insured be provided to the City prior to the time of the event. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Ley introduced Ordinance 2013-45, and moved for approval of the second 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.

Councilmember Ley made a motion and Councilmember Giese 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 Ley made a motion and Councilmember Giese seconded to move for final approval of Ordinance No. 2013-45. 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 the following ordinance would essentially eliminate multi-family dwellings in the R-1 and R-2 neighborhoods, and then create a conditional use in the R-3 neighborhoods, with the following conditions:

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.

Councilmember Ley introduced Ordinance 2013-40, and moved for approval of the third and final reading thereof; Councilmember Brodersen 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 Muir questioned whether or not the Council was moving too fast on this based upon past discussions of what it possibly could do to the R-3 zones. Councilmember Sievers shared the same concerns.

Mayor Chamberlain agreed with the changes; however, he thought they needed to be made at the same time the Council makes changes to the zoning map. There are other areas that R-3 would suit quite nicely and other areas that R-3 now should be R-2, or areas that are R-1 should be R-2. Making changes to the definition before making changes to the map is going to, in the meantime, create some issues.

Councilmember Brodersen thought the original language for R-2 was inappropriate. R-2 was meant to be a smaller density than R-3, and right now, they are about the same. Councilmember Ley agreed.

BJ Woehler, Sharon Braun and Kelby Herman spoke against the proposed changes.

Wendy Vawser spoke in favor of the proposed changes.

Joel Hansen, Zoning Administrator, advised the Council that the Planning Commission's recommendation was a conditional use in both the R-2 and R-3 zones. The Architectural Review Committee met and is recommending that the conditional use

language be removed from the R-2 zone. He also noted that the density is set by the lot size, more than the design of the building.

A use by exception requires a hearing before the Planning Commission and the City Council and cannot be denied. However, the rules can be restricted further. A conditional use sets the conditions in the code, and the code official verifies that the plans meet those conditions.

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

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. In addition, staff is recommending removing the Oaks and Wayne East since their TIF bonds have been paid off. 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.

Just removing the Wayne East and the Oaks property out of the blighted and substandard designation would not allow enough room to blight more areas. Staff is looking at blight studies on a couple of more areas in Wayne, and with the 35% limit, Council cannot deem any other areas as blighted and substandard. Council needed to decide whether they wanted to save the TIF on the 18 acres for the future, or if they wanted to release that now and use TIF for projects at hand.

Council requested a map showing all areas in the city that have been declared blighted and substandard to review before making any decisions this evening.

A motion was made by Councilmember Sievers to table action on Resolution 2013-93 until the next meeting; Councilmember Eischeid seconded. 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, which was seconded by Councilmember Brodersen, 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 Giese made a motion, which was seconded by Member Chamberlain, to approve the minutes of the September 3, 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 approve the following CDA Claim:

City of Wayne – Woehler Land Sale Transfer to Pay Electric Loan - \$43,180.35

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

Chair Haase stated the following CDA Resolution would recommend approval of a Redevelopment Contract for Lots 11 and 12, Block 7, North Addition to the City of Wayne, Wayne, County, Nebraska (Progressive Property Inspections, LLC – Kelby Herman).

Mr. Herman was present to answer questions and stated he plans to build a 10-unit, 2-story apartment complex on this property.

The Architectural Review Committee recommended the following changes: minimum 3' roof cover on the entrance, two shade trees and windows on the end walls.

Mr. Herman stated he has contacted the neighbors.

Member Chamberlain introduced CDA Resolution 2013-12 and moved for its approval, with the conditions put on by the Architectural Review Committee.

Member Eischeid questioned Mr. Herman's "itemized sources of financing" listed in the application, in addition to the list of project eligible expenses on Exhibit "C" of the Redevelopment Contract.

Councilmember Giese thought this needed to be part of the larger discussion involving what was just done with the R-2 districts and how that fits in with the R-3 districts and where the Council wants to target areas of the city for development. Discussions should also take place about what they as a Council think are acceptable uses or practices of TIF, and he would like to see the motion tabled.

Member Chamberlain noted that while he is not a big fan of TIF, he understands the need for it and understands what it does for the community. Yes, it is providing the owners or builders an incentive at the expense of the property taxes, and for 15 years, the property taxes will go towards paying off the TIF bonds. However, most of our actions won't affect us today; they will affect us 10, 15, 20, 30 years from now.

Member Eischeid stated that if this is not approved, then maybe the project would be an 8-plex rather than a 10-plex. The whole idea that it is the City's decision as to whether or not the building gets built, he does not agree with.

The Council has committed to almost \$2.9 million dollars in tax increment financing. The Oaks or Wayne East would not have been built had it not been for TIF. The Federal Government put incentives out there for municipalities to use to help grow communities.

Attorney Miller advised the CDA that if they would deny this TIF application, then they had better be ready to deny it for everyone with a similar situation. You can't pick and choose who you are going to say yes and no to.

Member Giese stated again he thought the CDA or Council needed to have a discussion of where they wanted to have blighted and substandard areas, where they wanted to see development, and where they wanted to see multi-family housing units go before approving anything else.

Member Eischeid did not have any concerns with tax increment financing being used to pay for infrastructure.

Lou Bencoter spoke in favor of tax increment financing being used for demolition, etc., of existing structures. It is a mechanism to help make dilapidated structures going away.

Member Brodersen questioned the amount of money being requested for TIF. She thought the Council needed to discuss what they wanted to see TIF money used for. When we say site improvement, what does that include?

Councilmember Sievers stated she could see both sides, but noted that we're talking \$108,000 on a property that is going to be valued at \$650,000.

BJ Woehler also spoke in favor of tax increment financing.

There being no further discussion, Member Sievers seconded the motion.

#### CDA RESOLUTION NO. 2013-13

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

Attorney Miller reiterated that if this is denied, they had better be prepared for anybody else who wants to come in and use the money for redevelopment or to tear down a house, to also deny them if it's a similar situation.

It was noted that Mike Bacon, the City's tax increment financing attorney, reviews the applications, and if the money was going to be used for something illegal, he would now allow the same to come before the CDA or Council for approval.

Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Giese, Eischeid and Brodersen who voted Nay, the Chair declared the motion carried.

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

The Mayor stated that it was now past 5:30 p.m., at which time a public hearing was to be held to obtain public comment prior to the consideration of a Resolution approving a redevelopment plan for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”) — Lots 11 and 12, Block 7, North Addition to the City of Wayne, Wayne, County, Nebraska (Progressive Property Inspections, LLC – Kelby Herman).

The notice of the public hearing was published in the Wayne Herald on August 29, 2013, and September 5, 2013, and was also mailed by United States Certified Mail, return receipt requested, sufficient postage affixed, to all parties required by Section 18-2115 of the Act. The Mayor opened the public hearing and invited all interested persons to be heard.

The following appeared in person or by agent or attorney and were heard: None.

All persons desiring to be heard having been heard, the Mayor closed the public hearing.

Councilmember Ley then introduced Resolution No. 2013-96 and moved for its passage and approval, including the additional stipulations made by the Architectural Review Committee.

## 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.

Councilmember Sievers seconded the motion. On roll call vote, the following Councilmembers voted in favor of the motion: Giese, Greve, Haase, Sievers, Muir, Ley, Eischeid and Brodersen.

The passage of Resolution No. 2013-96 having been agreed upon by a majority of the Council, the Mayor declared Resolution No. 2013-96 passed and approved.

Mayor Chamberlain advised the Council that Agenda Item Nos. 14 through 18 pertaining to Ken Jorgensen will not be acted upon this evening and postponed until a later date.

The following Ordinance would amend Section 14-49 of the Wayne Municipal Code to read 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.**

This will allow dogs to run at large within the confines of the new dog park.

Councilmember Giese introduced Ordinance 2013-47, and moved for its approval; Councilmember Brodersen seconded.

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.

Jessi Hansen updated the Council on the ribbon cutting ceremony for the “Wayne Bark Park” on Sunday at 1:00 p.m.

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

Councilmember Giese made a motion and Councilmember Ley seconded to move for final approval of Ordinance No. 2013-47. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Ordinance would release and abandon an easement located on North Pearl Street, being 80-feet wide and 180-feet long abutting on Block 5 and Block 6, College Hill Addition to the City of Wayne. The current owner plans to build over this vacated right-of-way and has asked the City to release the easement. Staff has reviewed this request and no longer sees a need to reserve that easement.

Councilmember Giese introduced Ordinance 2013-48, and moved for its approval; Councilmember Sievers seconded.

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 13<sup>TH</sup> 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.

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

The following Resolution would approve the written complaint procedures that the Problem Resolution Team and the Building Inspector's office have been using. The complaints must be in writing. A form is being created for the public to use in this process.

Councilmember Sievers introduced Resolution No. 2013-99 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2013-99

A RESOLUTION APPROVING THE PROBLEM RESOLUTION TEAM COMPLAINT PROCESS.

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

The following Resolution would rescind the previous resolutions regarding the computer and firearm loan policies. The computer loan program began as an incentive for city staff to purchase a computer for home use to learn more at home when desktops

initially came into offices. It's been determined that the programs are no longer necessary.

Councilmember Ley introduced Resolution No. 2013-100 and moved for its approval; Councilmember Eischeid seconded.

#### RESOLUTION NO. 2013-100

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

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

One of the main 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 the City's dispatchers receive a 911 call about a danger or attack, the police and sheriff officers will be the closest to respond, followed by the State Patrol and neighboring law enforcement. This action will set a time table for the stakeholders involved to develop a plan of action.

Marlen Chinn, Police Chief, stated the main purpose of this plan is to have each entity or institution acting together, which speeds up the process and helps protect the children. This will put into place information needed for everyone to know what the different levels mean before any police officer walks in a door.

Councilmember Giese made a motion, which was seconded by Councilmember Muir, directing staff to develop a community-wide response plan for any attack at any school or children's facilities. 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 Nick Hochstein to the Recreation-Leisure Services Commission.

Councilmember Eischeid made a motion, which was seconded by Councilmember Ley, approving the reappointment of Nick Hochstein to the Recreation-Leisure Services Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Muir brought back for discussion Ordinance No. 2013-39 which would amend Section 90-146 Minimum Area Requirements in an A-2 Agricultural Residential District. This ordinance died for lack of a motion on August 20, 2013.

The proposed ordinance would amend the minimum area requirements in the A-2 district from 2.5 acres to 1.5 with city water & sewer, 3 with septic system, and amend the lot width from 200' to 160'.

Mayor Chamberlain stated a public hearing was already held on this matter. However, he will continue to allow for public input, but will hold people to the 3 minutes. He also advised Council that he received a letter from Steve and Mark Meyer in favor of the proposed amendments to the A-2 District.

Lou Benscoter provided cost estimates in the packet showing the infrastructure costs for 2.5, 1.5 and 1 acre lots. He would like to build 6-7 houses on the 10 acres that he purchased, but can only do so if the code is amended. The costs provided are to show how the costs could be broken out to each lot if and when the property might be annexed. This would allow people to have a different choice of bigger lots out in an area away from the community.

BJ Woehler noted that an A-2 district cannot be in city limits. In addition, in 2002, the minimum area requirements were taken from 5 acres to 2.5 acres. He questioned going smaller. He did not want to see A-2 become a residential subdivision area.

Mark Sorensen who is a Planning Commission member asked Council to consider changing it from 2.5 to 3 acres. The reason for this is if it is less than 3 acres, there is a \$450 nonrefundable fee that somebody has to pay to get a well and septic system approved.

Breck Giese spoke against the proposed amendments.

Councilmember Giese stated he saw a lot of similarities between this and agenda item no. 9 that has already been discussed, with the exception that it has gone one step further – there is a developer who is looking to increase the density. We have had a majority of A-2 residents or a majority of A-2 residents residing adjacent to A-2 property come and voice their opinion against this. It would be inconsistent and a little undemocratic because these people don't have a ward representative to allow this discussion to go further.

Breck Giese, for the record, provided a petition signed by people that have land adjacent to the Benscoter development requesting that the code remain the same.

The Planning Commission recommended approval of these changes. The vote was 5-1 in favor of the amendments.

Councilmember Muir made a motion to table action on Ordinance 2013-39 until the next meeting. Councilmember Sievers seconded the motion. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of

Councilmembers Giese and Eischeid who voted Nay, the Mayor declared the motion carried.

The following Resolution would approve an agreement with JEO Consulting Group to design Hillside Drive from Highway 35 South for a sum of \$3,500.

Councilmember Sievers introduced Resolution No. 2013-101 and moved for its approval with the change that the agreement be for a sum not to exceed \$3,500; Councilmember Greve seconded.

#### 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.

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 for the Comprehensive Investment & Stabilization Planning Study for a sum not to exceed \$12,000. The grant funds, if we are successful, will be used to look at the southeast ward and will give us an opportunity to get a plan together to get 75% cost share on new water mains, street improvements, and adding a tornado shelter by the trailer court.

Councilmember Eischeid introduced Resolution No. 2013-102 and moved for its approval; Councilmember Sievers seconded.

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.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Giese directing staff to request a special Nebraska Public Power District (NPPD) rate hearing to challenge NPPD's new transmission rate. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 9:22 p.m.

## CLAIMS LISTING SEPTEMBER 25, 2013

AMERITAS LIFE INSURANCE	AMERITAS ROTH	2,241.15
APPEARA	MAT SERVICE	86.79
AWWA	CONF REGISTRATION-D ECHTENKAMP	165.00
BACON & VINTON	LEGAL FEES MULTIPLE TIF PROJECT	29,500.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	135.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	256.60
BIG RED PRINTING, INC.	ENVELOPES	489.69
BLUE CROSS BLUE SHIELD	HEALTH INSURNACE	24,751.40
BOMGAARS	FD-BATTERIES/TAPE/FUSE	67.64
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,885.55
CITY OF WAYNE	PAYROLL	62,379.23
CENTURYLINK	QWEST COMMUNICATION	313.33
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
CONTINENTAL FIRE SPRINKLE	PIV TAMPER SWITCH REPAIR	602.25
COUNTRY NURSERY INC	CITY HALL LANDSCAPE	2,038.40
DAKOTA BUSINESS SYSTEMS	LIBRARY COPIER LEASE	104.50
DANKO EMERGENCY EQUIPMENT	LIGHTS	881.53
DE LAGE LANDEN FINANCIAL	SR CENTER COPIER LEASE	77.00
DOUGLAS CO COURT	BOND-J KILPATRICK	149.00
ECHO GROUP INC JESCO	SOLDER REDUCER/ANCHOR KIT	18.97
ED. M FELD EQUIPMENT CO I	HELMETS/AIR COMPRESSOR SERVICE	1,499.75
ENDURA, LLC	DISPATCH CHAIRS	2,250.88
FIRST CONCORD GROUP LLC	FLEX ACCOUNT/PARTICIPANT FEE	3,701.94
FLOOR MAINTENANCE	TOWELS/JANITORIAL SUPPLIES	439.45
GERHOLD CONCRETE CO INC.	CONCRETE	255.50
CITY EMPLOYEE	VISION REIMBURSEMENT	327.97
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	6,289.51
IRS	FEDERAL WITHHOLDING	23,279.19
JOHNNY P LEMPKE	PEST CONTROL	73.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	142.78
JULIE CULL	LB840 LAON	5,377.20
KCP&L GREATER MISSOURI OP	NATURAL GAS	85.55
KELLY SUPPLY COMPANY	HOSE/ADAPTERS	197.40
LANGEMEIER, WAYNE	ENERGY INCENTIVE	500.00
LOVE SIGNS	BUILDING PERMIT DEPOSIT REFUND	100.00
LUMBERMEN'S BRICK & SUPPL	STRAW BLANKET/STAPLES	680.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	22.23
MIKE TOWNE	COS STUDY	1,200.00
MILO MEYER CONSTRUCTION	REGRADE DRAINAGE-W RIDGE	270.00
MISC	SCOTT CHASE:SLOW PITCH SB RF	900.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,333.02
NE PUBLIC HEALTH ENVIRONM	COLIFORM TESTING	699.00
NORFOLK GM AUTO CENTER	HANDIVAN REPAIRS	1,945.70
NORFOLK IMPLEMENT, INC.	REPAIR ON ZERO TURN MOWER	979.56
OLSSON ASSOCIATES	RICE COMPLIANCE	2,683.93
QUALITY 1 GRAPHICS	BARK PARK SIGNS	90.00
QUILL CORPORATION	OFFICE SUPPLIES	595.25
REPCO MARKETING INC	SIMULATOR SOLUTION	52.25
CITY EMPLOYEE	SAFETY BOOTS	150.00
SEVERN TRENT WATER PURIFI	RELAY	310.60

STATE NATIONAL BANK & TRU	LIBRARY PETTY CASH	109.41
STEVE LAMOUREX	TOILET REPAIR	100.00
TAYLOR RACELY	CAC CARPET CLEANING	975.00
THE PENWORTHY COMPANY	BOOKS	406.07
TOM'S BODY & PAINT SHOP	PAINT MATERIALS	86.66
CITY EMPLOYEE	HEALTH REIMBURSEMENT	113.09
VERIZON WIRELESS SERVICES	CELL PHONES	231.86
WESCO DISTRIBUTION INC	TRANSFORMER BOX PAD/CABINET	1,751.93
WILLIAM KUGLER	ENERGY INCENTIVE	500.00

To: City of Wayne and Wayne Senior Center

Date: May 9, 2013

Chartwells bid for the preparation of hot meals as part of the nutrition program for the elderly at the Wayne Senior Center for the time period July 1<sup>st</sup> 2013 through June 30<sup>th</sup> 2014 is as follows.

Congregate Meals: \$4.98 per meal

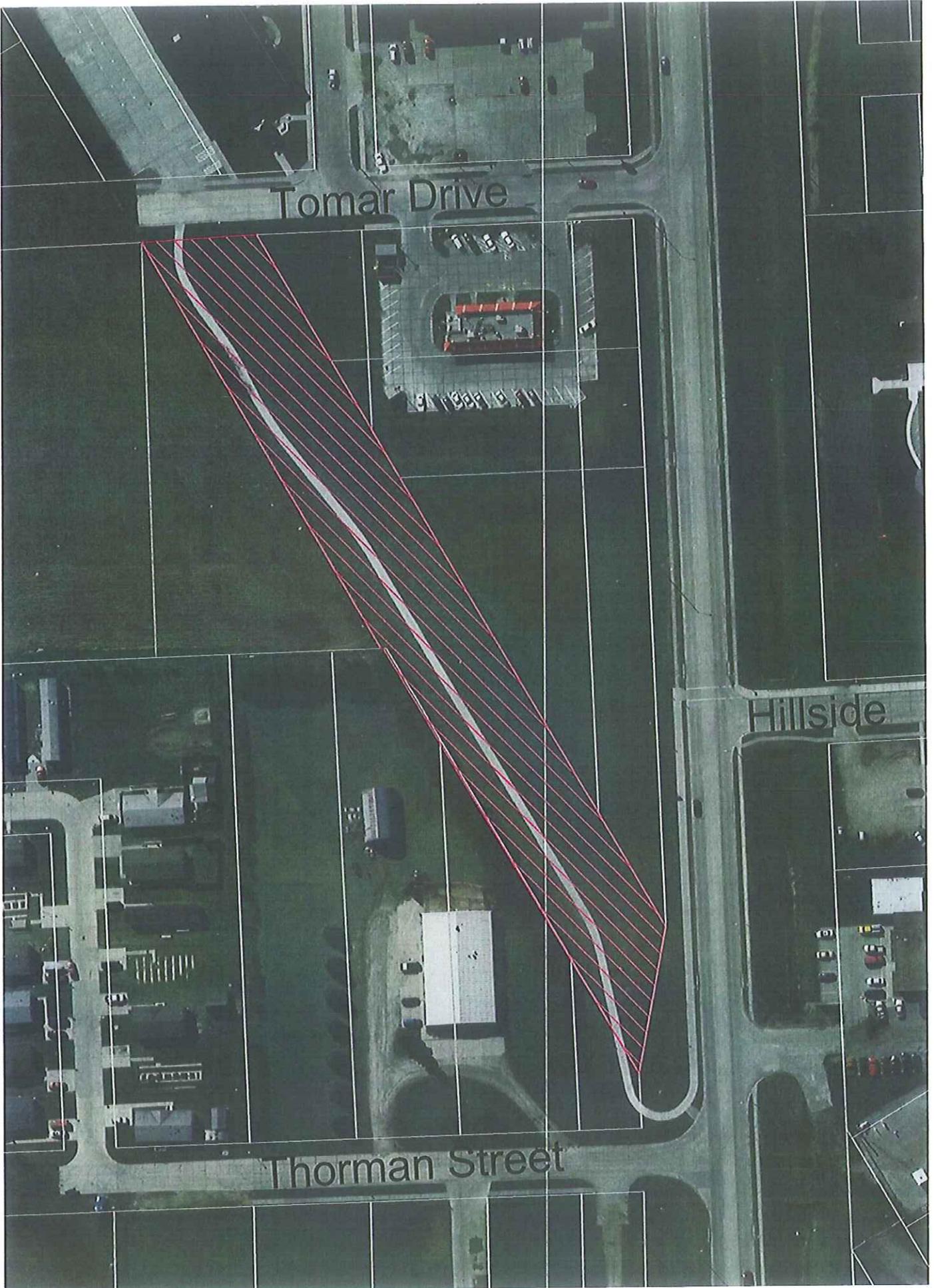
Home Delivered: \$5.24 per meal

John Sinniger

Food Service Director for Chartwells @ Wayne State College



Wayne State  
College



**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:

A PARCEL OF LAND LOCATED IN THE CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILROAD (NOW REMOVED) IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE SIXTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, REPLAT OF McCRIGHT'S FIRST SUBDIVISION TO THE CITY OF WAYNE, NEBRASKA; THENCE S02°28'02"E (ASSUMED BEARING) A DISTANCE OF 113.35 FEET TO THE WEST CORNER OF LOT 24, BENSOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2; THENCE N58°33'38"E ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND THE NORTHERLY LINE OF SAID LOT 24, A DISTANCE OF 454.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE N59°11'34"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ON THE WESTERLY LINE OF LOTS 1 AND 2 OF MOHR'S INDUSTRIAL TRACT, A DISTANCE OF 340.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N59°11'34"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 125.84 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 35; THENCE N82°17'57"W ON SAID SOUTH LINE, A DISTANCE OF 153.58 FEET TO THE NORTHEAST CORNER OF A 0.51 ACRE TRACT, SURVEYED BY BRETT R. KENNEDY IN 2007; THENCE S59°08'42"W, ON THE EASTERLY LINE OF SAID KENNEDY TRACT AND THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 125.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF LOT 5 OF SAID REPLAT OF McCRIGHT'S FIRST SUBDIVISION; THENCE S59°07'17"W ON THE SOUTHEASTERLY LINE OF SAID LOT 5 AND SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 360.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF LOT 4 OF SAID REPLAT; THENCE S59°07'38"W ON THE SOUTHEASTERLY LINE OF SAID LOT 4 AND SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 47.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE S59°07'17"W ON SAID NORTHWESTERLY LINE, A DISTANCE OF 213.23 TO THE POINT OF BEGINNING, CONTAINING 1.85 ACRES, MORE OR LESS.

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 6<sup>th</sup> 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 6<sup>th</sup> 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:

A PARCEL OF LAND LOCATED IN THE CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILROAD (NOW REMOVED) IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE SIXTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, REPLAT OF McCRIGHT'S FIRST SUBDIVISION TO THE CITY OF WAYNE, NEBRASKA; THENCE S02°28'02"E (ASSUMED BEARING) A DISTANCE OF 113.35 FEET TO THE WEST CORNER OF LOT 24, BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2; THENCE N58°33'38"E ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND THE NORTHERLY LINE OF SAID LOT 24, A DISTANCE OF 454.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE N59°11'34"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ON THE WESTERLY LINE OF LOTS 1 AND 2 OF MOHR'S INDUSTRIAL TRACT, A DISTANCE OF 340.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N59°11'34"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 125.84 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 35; THENCE N82°17'57"W ON SAID SOUTH LINE, A DISTANCE OF 153.58 FEET TO THE NORTHEAST CORNER OF A 0.51 ACRE TRACT, SURVEYED BY BRETT R. KENNEDY IN 2007; THENCE S59°08'42"W, ON THE EASTERLY LINE OF SAID KENNEDY TRACT AND THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 125.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF LOT 5 OF SAID REPLAT OF McCRIGHT'S FIRST SUBDIVISION; THENCE S59°07'17"W ON THE SOUTHEASTERLY LINE OF SAID LOT 5 AND SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 360.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF LOT 4 OF SAID REPLAT; THENCE S59°07'38"W ON THE SOUTHEASTERLY LINE OF SAID LOT 4 AND SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 47.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE S59°07'17"W ON SAID NORTHWESTERLY LINE, A DISTANCE OF 213.23 TO THE POINT OF BEGINNING, CONTAINING 1.85 ACRES, MORE OR LESS.

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 6<sup>th</sup> 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 6<sup>th</sup> 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 1<sup>st</sup> day of October, 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:

A PARCEL OF LAND LOCATED IN THE CHICAGO, ST. PAUL, MINNEAPOLIS AND OMAHA RAILROAD (NOW REMOVED) IN THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE SIXTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 2, REPLAT OF McCRIGHT'S FIRST SUBDIVISION TO THE CITY OF WAYNE, NEBRASKA; THENCE S02°28'02"E (ASSUMED BEARING) A DISTANCE OF 113.35 FEET TO THE WEST CORNER OF LOT 24, BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2; THENCE N58°33'38"E ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD AND THE NORTHERLY LINE OF SAID LOT 24, A DISTANCE OF 454.28 FEET TO THE NORTHEAST CORNER OF SAID LOT 24; THENCE N59°11'34"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ON THE WESTERLY LINE OF LOTS 1 AND 2 OF MOHR'S INDUSTRIAL TRACT, A DISTANCE OF 340.79 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE N59°11'34"E ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 125.84 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 35; THENCE N82°17'57"W ON SAID SOUTH LINE, A DISTANCE OF 153.58 FEET TO THE NORTHEAST CORNER OF A 0.51 ACRE TRACT, SURVEYED BY BRETT R. KENNEDY IN 2007; THENCE S59°08'42"W, ON THE EASTERLY LINE OF SAID KENNEDY TRACT AND THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, A DISTANCE OF 125.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF LOT 5 OF SAID REPLAT OF McCRIGHT'S FIRST SUBDIVISION; THENCE S59°07'17"W ON THE SOUTHEASTERLY LINE OF SAID LOT 5 AND SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 360.70 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 AND THE SOUTHEAST CORNER OF LOT 4 OF SAID REPLAT; THENCE S59°07'38"W ON THE SOUTHEASTERLY LINE OF SAID LOT 4 AND SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 47.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE S59°07'17"W ON SAID NORTHWESTERLY LINE, A DISTANCE OF 213.23 TO THE POINT OF BEGINNING, CONTAINING 1.85 ACRES, MORE OR LESS.

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 6<sup>th</sup> 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 6<sup>th</sup> 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 1<sup>st</sup> day of day of October, 2013.

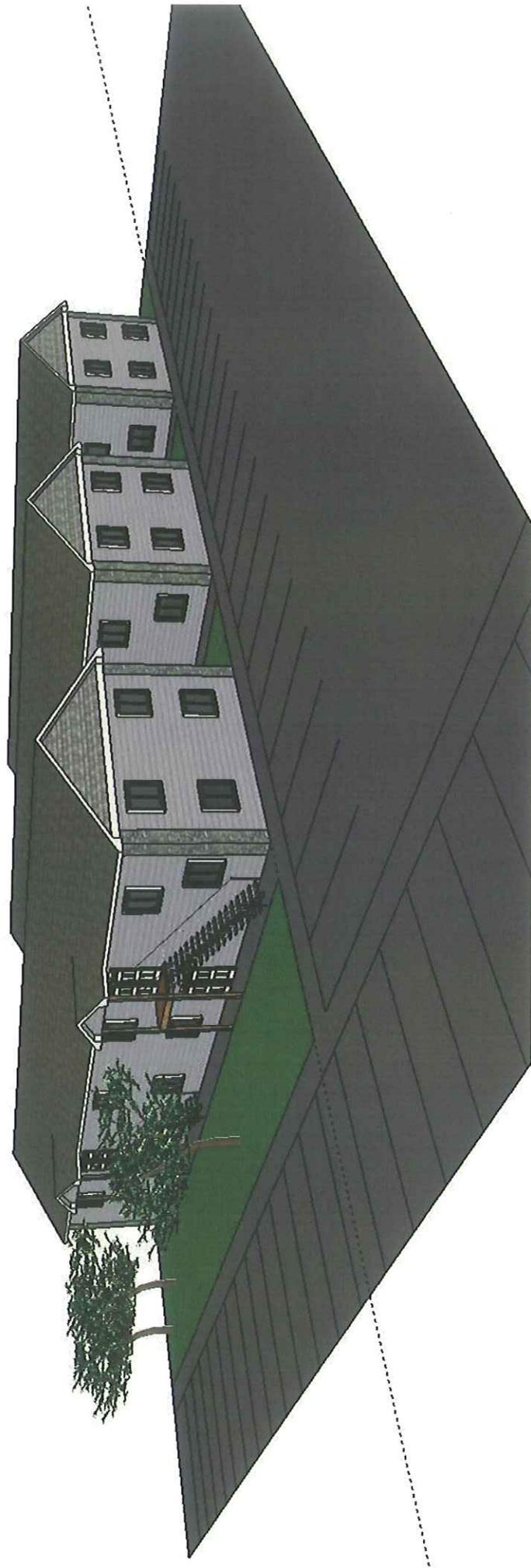
THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

[Back to Top](#)





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.....	<del>2.5</del> <b>1.5 with City Water &amp; Sewer, 3 with Septic System</b>
Lot width, in feet.....	<del>200</del> <b>160</b>
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

Attachment A

Wayne Community Development Agency (CDA)

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

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

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

**New ~~Construction~~ Home Buyers:**

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

**Additional Requirements:**

- ~~The maximum purchase price of the home cannot exceed an assessed value of \$200,000 at the time the Certificate of Occupancy is issued by the city \_\_\_\_\_~~
- ~~All homes built in the Western Ridge Second Addition, shall be constructed in compliance with the most recent National Energy Code Requirements \_\_\_\_\_ REScheck documentation on the homes shall be provided to the building inspector. \_\_\_\_\_~~
- No lots will be allowed to be combined or split except to build town homes. \_\_\_\_\_
- No dwelling shall have a roof with a less than 4:12 pitch. \_\_\_\_\_
- All construction of single family dwellings and accessory structures shall be new. All new construction must be built at a minimum to Uniform Building Code standards. \_\_\_\_\_
- Every house must be constructed with an attached or unattached two car garage

with paved access to a public street \_\_\_\_\_

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

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Last amended 9/25/13

**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: Sebade Housing  
If developer is a corporation, partnership, Limited Liability Company or other entity, please attach first page of articles showing exact business name.  
  
Street Address: 402 E 4<sup>th</sup> St  
Mailing Address: Same  
Contact Person: Chad Sebade  
Telephone No.: \_\_\_\_\_ Cell No. 402-369-0467  
Fax No.: None  
Email: chadsebade@yahoo.com  
Business structure: Triplex apartment building  
Owners: Chad & Cherry Sebade
2. Briefly describe your proposed project: (description of business, number of employees, housing units, etc) (attach information if necessary)  
Demo of house on 220 E 4<sup>th</sup> St and  
construction of a 3 Plex
3. Present ownership of the site and the legal description of the property you intend to improve?  
E half of lot 7 and south 40' of E half of Lot 8  
Block 11 North Addition
4. Physical description: (building square footage, size of property, description of building materials, etc. Attach site plan, if available.)

5. **Estimated Project Costs:**

Include Construction Proforma Statement

- A) Land Acquisition Costs \$22,500
- B) Site Development (itemize) <sup>Terrace</sup> Parking Imp \$5,500  
Demo \$7,000
- C) Building Cost \$155,410
- D) Equipment \$0
- E) Architectural & Engineering Fees \$0
- F) Legal Fees \$5,000
- G) Financing Costs \$2,000
- H) Broker Costs \$0
- I) Contingencies \$0

Estimated total project Costs \$ 197,410

6. Current Property Valuation \$ 17,590

7. Estimated Assessed Valuation at Completion \$ 215,000

8. Itemized Source of Financing:

a. Equity \$ 20,000

b. Bank Loans \$ 123,590

c. Tax Increment Financing \$ 40,000

d. Other Sources \$ 0

9. Name and address of architect, engineer, and general contractor:

Sebadr Construction

10. Has this property been declared blighted and substandard?

Yes

11. Are zoning changes required?

No

12. Project Construction Schedule:

a. Construction start Date: Sept 1, 2013

b. Completion Date: April 15, 2014

c. If Phased Construction:

Year end of 2013 50 % complete

Year end of 2014 100 % complete

13. Municipal Reference (if applicable). Please name any other municipality wherein the applicant, or other corporations the applicant has been involved with, has completed developments within the last five years.

**TAX INCREMENT FINANCING REQUEST:**

1. Describe Eligible Cost for Which Tax Increment Financing will be used. (Include attachments if necessary):

Purchase of property \$22,500      Legal Fees \$5,000  
Public Right of way improvements parking \$500      Demo of \$7,000  
Utility Hookups  
**AMOUNT OF TIF REQUEST**      \$ 40,000

2. Statement of Necessity for the desired use of Tax Increment Financing (TIF). (Include attachments if necessary):

If TIF project not approved I can't continue project due to unavailable financing

Chad Sebade      6-24-13      \_\_\_\_\_  
Signature of Authorized Applicant      Date      City use  
Date Rcvd/Initials

Printed Name of Applicant Chad Sebade

Printed name of Business: Sebade Construction

This Document and its attachments are subject to state open records disclosure law.



CERTIFICATE OF ORGANIZATION  
OF  
SEBADE HOUSING, LLC

The undersigned, desiring to form a Limited Liability company in conformity with the laws of the State of Nebraska, does hereby make this written certificate in duplicate and hereby verifies:

1. NAME. The name of the Company shall be SEBADE HOUSING, LLC.
2. INITIAL DESIGNATED OFFICE. The address of the initial designated

office of the Company in Nebraska is:

402 E 4<sup>th</sup> St  
Wayne, NE 68787

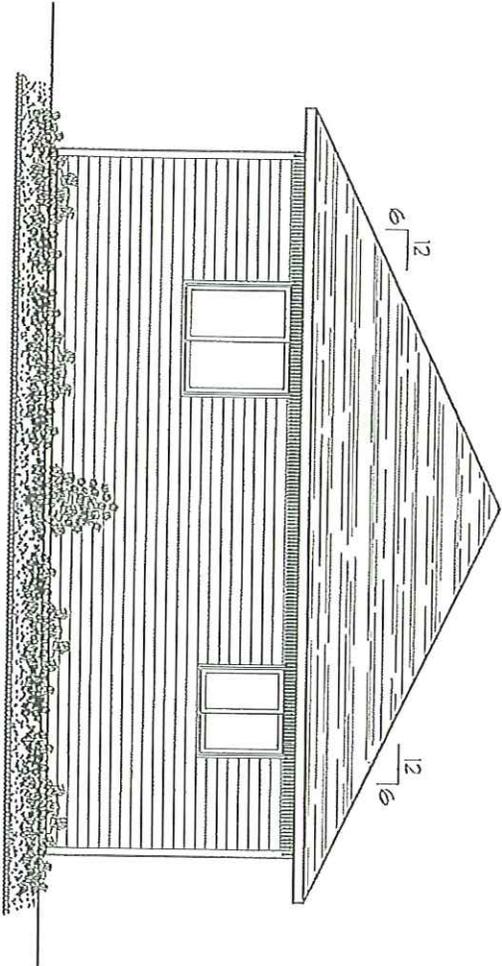
The name and address of the initial agent in Nebraska is:

Chad Sebade  
402 E 4<sup>th</sup> St  
Wayne, NE 68787

Executed in duplicate original counterparts by the undersigned members  
on August 27, 2013.

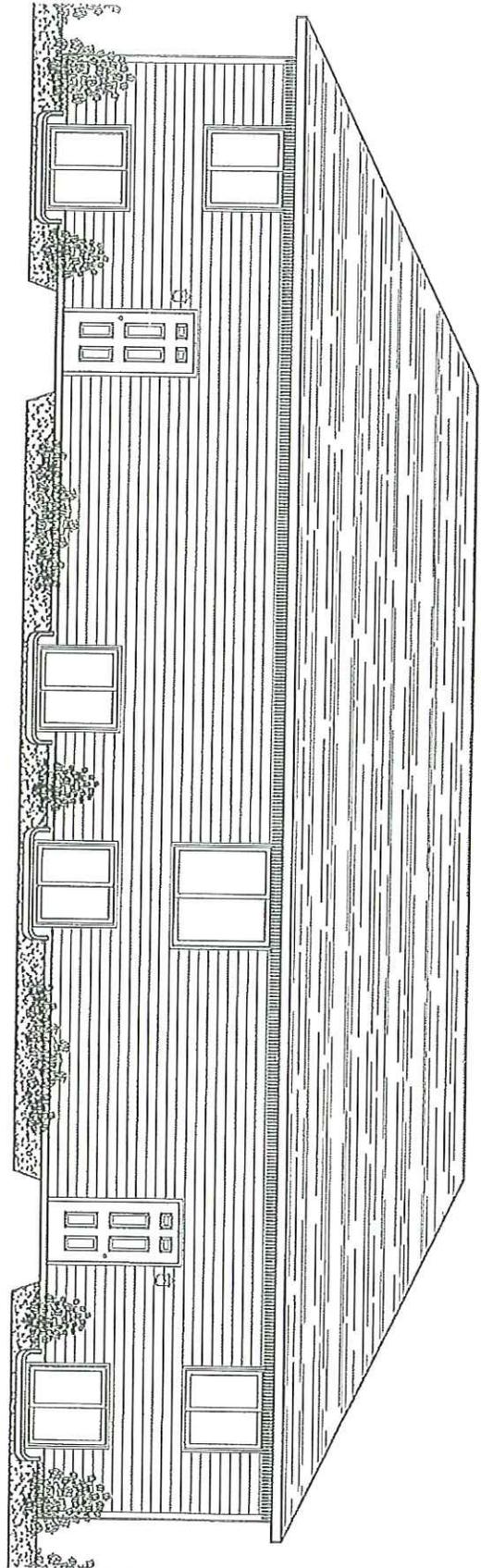
By   
Chad Sebade

Sebadz



SOUTH ELEVATION

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



EAST ELEVATION

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

49-

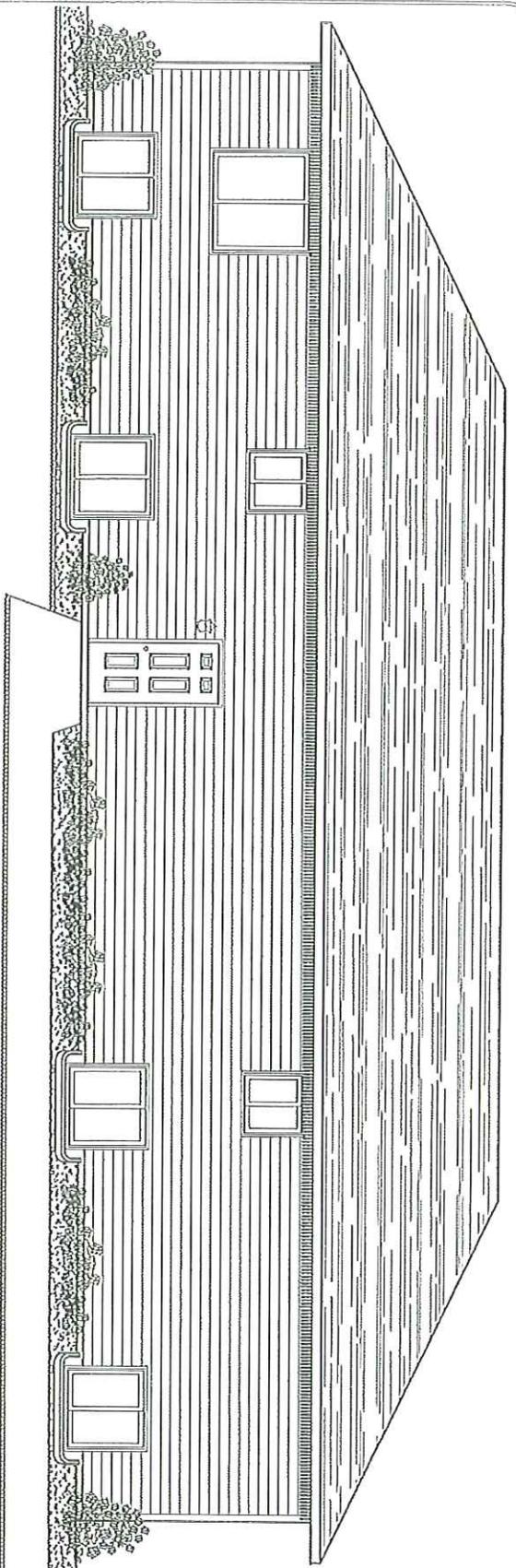
**CJH Custom Designs**  
 (402) 369-3555  
 604 West 2nd Street  
 Wayne, NE 68787

CUSTOM DESIGNED FOR: CHAD  
SEBADI

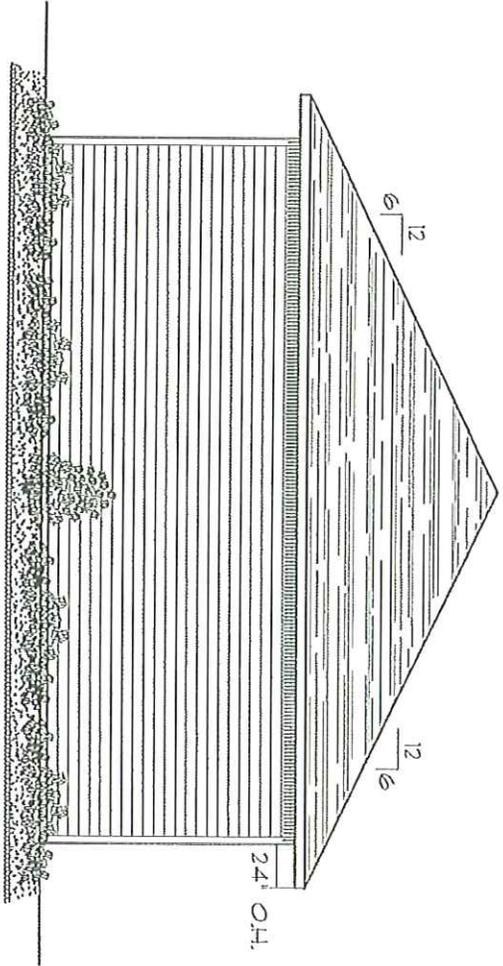
LOCATION: WAYNE, NE

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 REFER TO THE  
 CONTRACTOR AND OWNER.

DATE  
 7/20/12



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



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

2 of 3

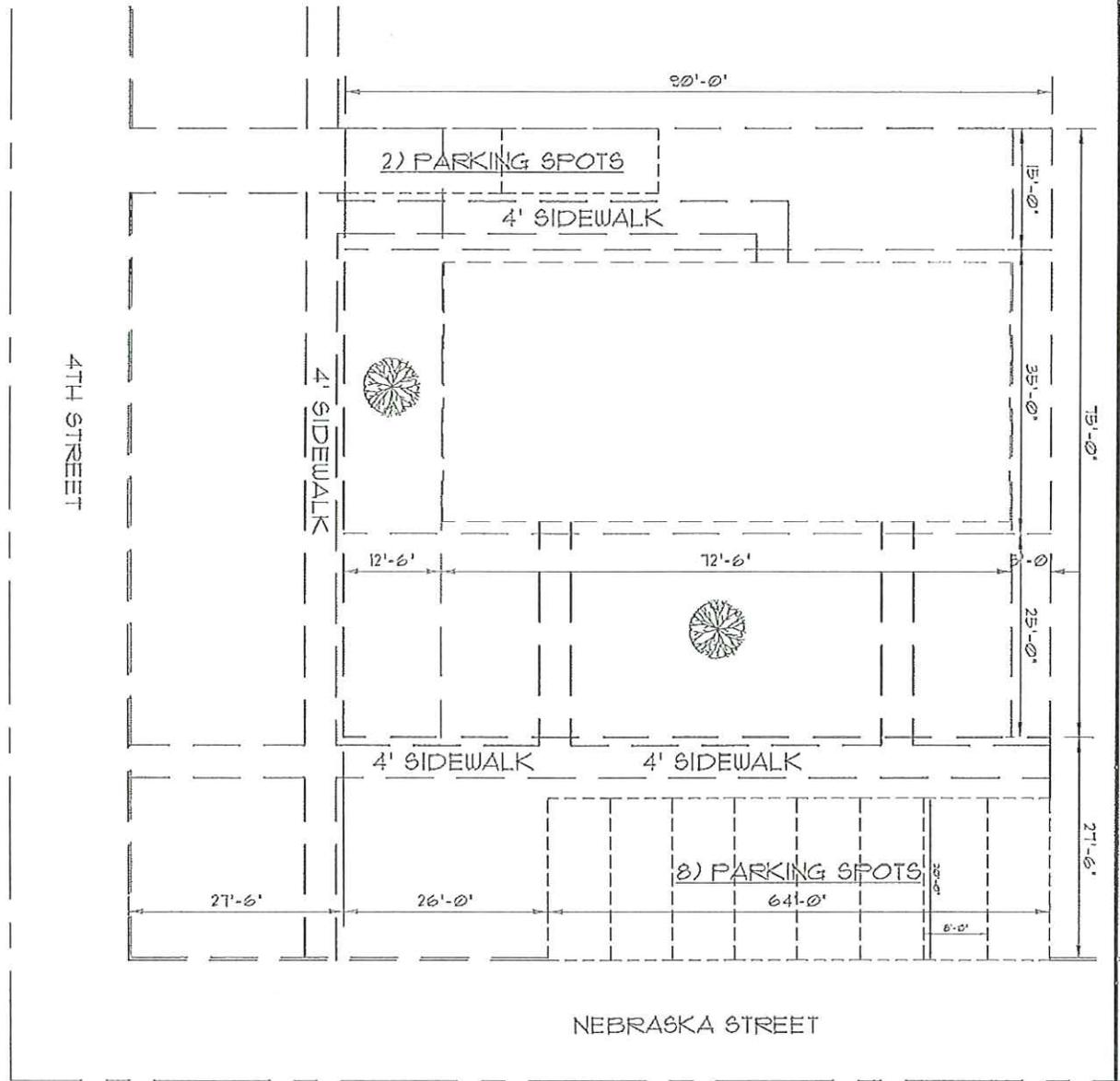
**CJH Custom Designs**  
(402) 369-3555  
604 West 2nd Street  
Wayne, NE 68787

CUSTOM DESIGNED FOR: CHAD  
SEBADE  
LOCATION: WAYNE, NE

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 REFER TO THE  
CONTRACTOR AND OWNER.

DATE  
7/20/15

**SITE PLAN**  
SCALE: 1" = 20'-0"



3 OF 5

**CJM Custom Designs**  
(402) 369-3555  
604 West 2nd Street  
Wayne, NE 68787

CUSTOM DESIGNED FOR: CHAD SEDADE  
LOCATION: WAYNE, NE

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 RELY TO THE CONTRACTOR AND OWNER.

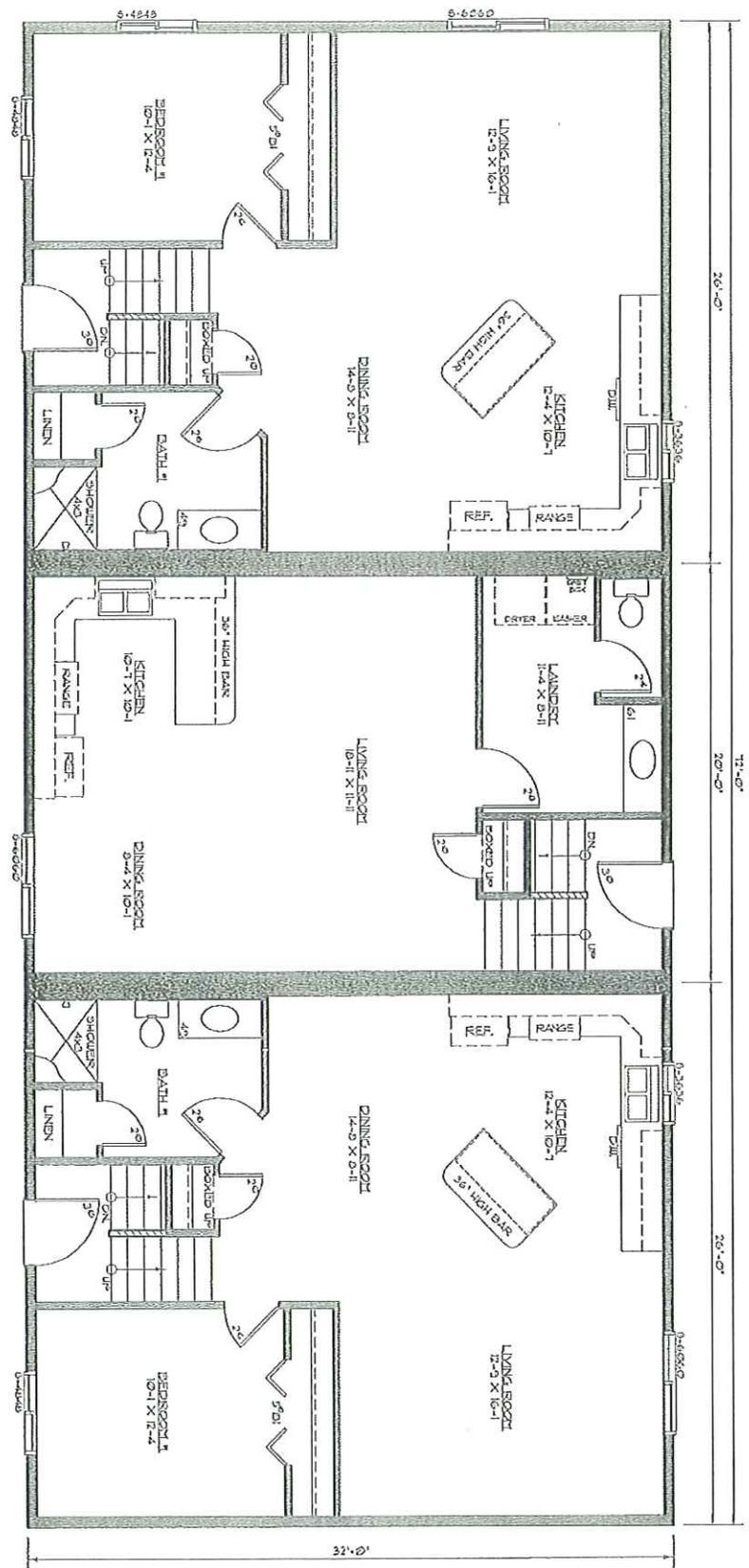
DATE  
7/20/15

UNIT #1  
 333 SQ. FT. UPPER LEVEL  
 333 SQ. FT. LOWER LEVEL  
 1064 SQ. FT. TOTAL

UNIT #2  
 642 SQ. FT. UPPER LEVEL  
 642 SQ. FT. LOWER LEVEL  
 1280 SQ. FT. TOTAL

UNIT #3  
 333 SQ. FT. UPPER LEVEL  
 333 SQ. FT. LOWER LEVEL  
 1064 SQ. FT. TOTAL

UPPER LEVEL PLAN  
 SCALE: 1/8" = 1'-0"

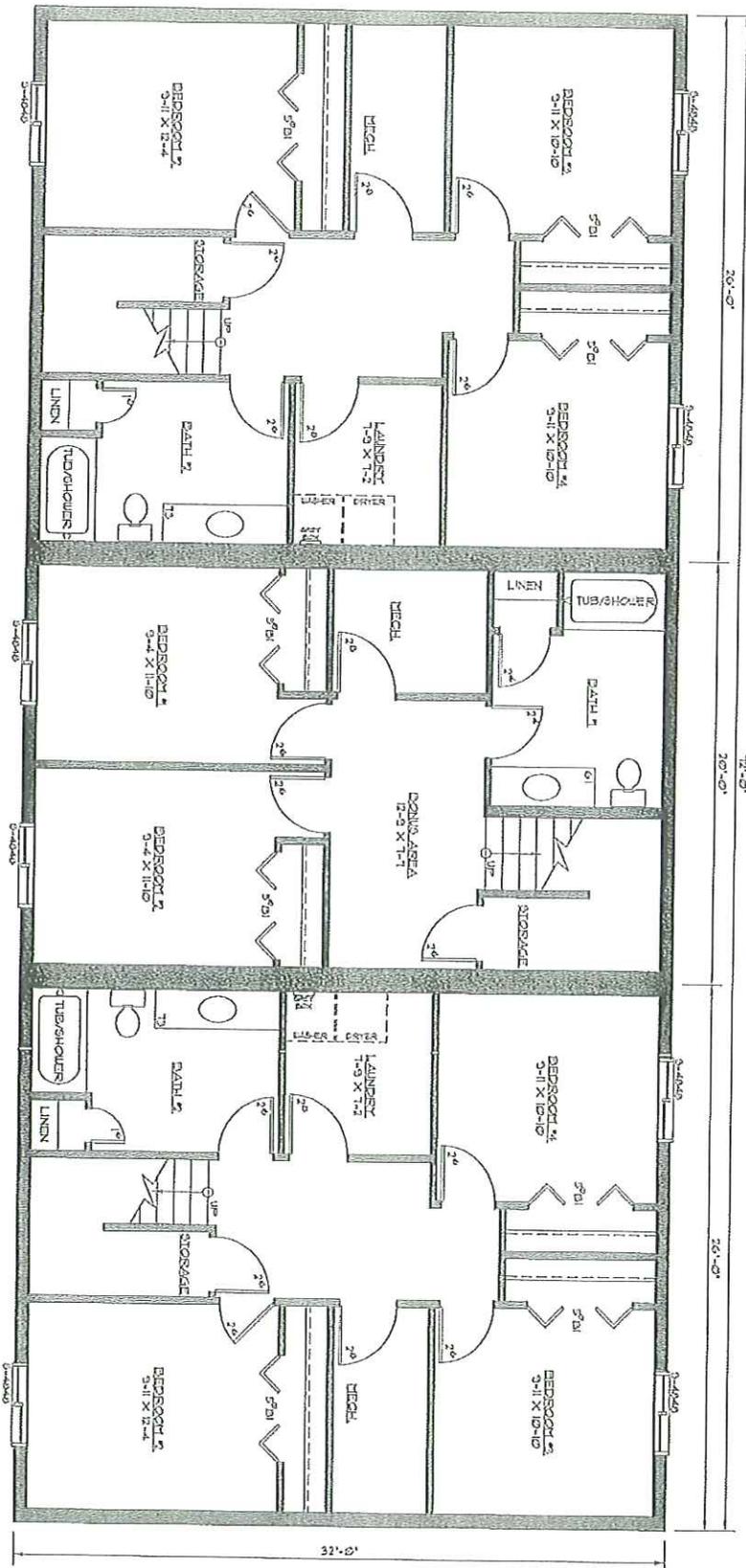


**CJT Custom Designs**  
 (402) 369-3555  
 604 West 2nd Street  
 Wayne, NE 68787

CUSTOM DESIGNED FOR: CHAD SEDADE  
 LOCATION: WAYNE, NE

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

DTE  
 7/30/15



LOWER LEVEL PLAN  
SCALE: 1/8" = 1'-0"

UNIT #1  
033 SQ. FT. UPPER LEVEL  
033 SQ. FT. LOWER LEVEL  
1066 SQ. FT. TOTAL

UNIT #2  
040 SQ. FT. UPPER LEVEL  
040 SQ. FT. LOWER LEVEL  
1200 SQ. FT. TOTAL

UNIT #3  
033 SQ. FT. UPPER LEVEL  
033 SQ. FT. LOWER LEVEL  
1066 SQ. FT. TOTAL

**CJD Custom Designs**  
(402) 369-3555  
604 West 2nd Street  
Wayne, NE 68787

CUSTOM DESIGNED FOR: CHAD SEPADE  
LOCATION: WAYNE, NE

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

DATE  
7/20/15

**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 4<sup>th</sup> 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 4<sup>th</sup> 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 6<sup>th</sup> 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 6<sup>th</sup> 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

**COMMUNITY DEVELOPMENT AGENCY**

**RESOLUTION NO. 2013-13**

**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 SEBADE HOUSING, 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 1<sup>st</sup> day of October, 2013.

COMMUNITY DEVELOPMENT AGENCY  
OF THE CITY OF WAYNE NEBRASKA

By \_\_\_\_\_  
Chair

ATTEST:

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

## **REDEVELOPMENT CONTRACT**

This Redevelopment Contract is made and entered into as of the 1<sup>st</sup> day of October, 2013, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Sebade Housing, 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 (Sebade Housing, 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 October 1, 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 October 1, 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 \$40,000.00, 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 a three unit 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 \$197,000.00 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 \$197,000.00 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 \$2,000 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 \$4,200 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.





**EXHIBIT "A"**

**DESCRIPTION OF PREMISES  
(REDEVELOPMENT AREA)**

The East 1/2 of Lot 7 and the South 40 feet of the East 1/2 Lot 8, Block 11, North Addition to the City of Wayne, Wayne County, Nebraska.

## EXHIBIT "B"

### DESCRIPTION OF PROJECT AND DEVELOPERS REDEVELOPMENT PLAN FOR SEBADE HOUSING 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 and demolish the existing structure. This project is one that, subject to assistance from the Agency, will result in the construction of a single building three unit 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 improved with a dilapidated single family residence that is vacant. The project will result in a multi-family apartment complex being constructed on the site.

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 and will provide off street parking on the public right-of-way. The site is served currently by city utilities.

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 that the Developer will install off street parking in the public right of way in the street.

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.

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

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

11. Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax

levied upon real property in the redevelopment project specified in the plan, namely the property described on Exhibit A to the Redevelopment Contract, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2014, as follows:

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

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

**EXHIBIT "B-1"**

(attach copy of site map)

**EXHIBIT "C"**

**(Project Eligible Expenses)**

Site Acquisition	\$22,500.00
House demo, disposal	\$ 7,000.00
Public Terrace Parking	\$ 5,500.00
Legal fee	\$ 5,000.00
Total	\$40,000.00

## EXHIBIT "D"

### STATUTORY COST BENEFIT ANALYSIS SEBADE HOUSING REDEVELOPMENT PROJECT

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Wayne has analyzed the costs and benefits of the proposed Sebade Housing, LLC, Redevelopment Project, including:

**Tax Shifts.** The property to be redeveloped is anticipated to have a January 1, 2013, valuation of \$17,590.00. Based on the 2012 levy this would result in a real property tax of less than \$375.00. It is anticipated that the assessed value will increase by \$197,410.00 as a result of the renovation and rehabilitation. This renovation will result in a tax increase of over \$3,804.00. The tax increment gained from this Redevelopment Project area would not be available for use as city general tax revenues, but would be used for eligible public and private improvements to enable this project to be realized.

The Redevelopment Project will result in increased temporary employment during the construction phase. The project is intended to house college students primarily. Therefore, no new schools, police, fire or social services are impacted. No tax shifts are expected as a result of this project.

**Public Infrastructure and Community Public Service Needs.** The Project is currently served by sanitary sewer and potable water. No street improvements are required as a part of the Redevelopment Project.

**Employment Within the Project Area.** Employment within the Project Area is not expected to increase as the new project comes on line. Temporary construction employment will increase during the rehabilitation. The construction period is expected to exceed 7 months.

**Employment in the City Outside the Project Area.** The latest available labor statistics show that the Wayne County labor pool is \_\_\_\_\_, with a \_\_\_\_\_% unemployment rate. The project is not projected to have a noticeable employment impact in the balance of the City or areas immediately outside of the city, except as discussed above.

**Other Impacts.** No other impacts have been identified.

**EXHIBIT "E"**

**USES AND SOURCES OF FUNDS**

**PUBLIC IMPROVEMENTS AND ELIGIBLE PRIVATE IMPROVEMENTS**  
**- USES OF FUNDS-**

**Project Sources and Uses.** Approximately \$40,000 in public funds from tax increment financing provided by the City of Wayne will be required to complete the project. This investment by the City will leverage \$157,000 in private sector financing; a private investment of \$3.93 for every City dollar investment.

**Use of Funds.**

Description	Total Cost	Redeveloper	TIF	Total Sources
Property Acquisition	\$ 22,500		\$ 22,000	\$ 22,500
Demolition	7,000		7,000	7,000
ROW Improvements	5,500		5,500	5,500
Attorney Fees	5,000		5,000	5,000
Building construction	155,410	155,410	40,000	155,410
Soft costs	2,000	2,000		2,000
<b>TOTALS</b>	<b>\$197,410</b>	<b>157,410</b>	<b>40,000</b>	<b>\$197,410</b>

**RESOLUTION NO. 2013-103**

**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:

The East 1/2 of Lot 7 and the South 40 feet of the East 1/2 Lot 8, Block 11, 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 1<sup>st</sup> day of October, 2013.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
City Clerk

**EXHIBIT "A"**

(Attach a copy of Redevelopment Contract here)

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	Lot	Paving frontage	Sanitary frontage	Drainage frontage	Water frontage	Owner	Paving Cost	Sanitary Cost	Drainage Cost	Water Cost	Total
<b>Tomar Drive</b>											
Replat 2 Lot 25	25	0	147.53	0	147.53	City	\$0.00	\$3,183.06	\$0.00	\$2,114.88	\$5,298.04
Replat 2 Lot 25	25	147.53	0	147.53	0	Benscoter	\$13,235.37	\$0.00	\$1,276.07	\$0.00	\$14,511.44
Jaxon Street	Intersection	60	60	60	60	City	\$5,382.78	\$1,294.54	\$518.97	\$880.16	\$8,056.45
Replat 2 Lot 4	4	156.5	472.46	156.5	472.46	Benscoter	\$14,040.10	\$10,193.65	\$1,353.65	\$6,773.16	\$32,360.56
Replat 2 Lot 2 (60' Permanent Easement)	2	60	60	60	60	City	\$5,382.78	\$1,294.54	\$518.97	\$880.16	\$8,056.45
Replat 2 Lot 2	2	0	316.01	0	316.01	Benscoter	\$0.00	\$6,818.13	\$0.00	\$4,530.30	\$11,348.44
Replat 2 Lot 1	1	336.92	336.92	336.92	336.92	Hotel	\$30,226.13	\$7,269.28	\$2,914.20	\$4,830.07	\$45,239.68
<b>Jaxon Street</b>											
Replat 2 Lot 26	26	100.57	100.57	100.57	100.57	Benscoter	\$9,022.44	\$2,169.87	\$869.88	\$1,441.77	\$13,503.96
Replat 2 Lot 25	25	96.32	96.32	96.32	96.32	Benscoter	\$8,641.16	\$2,078.17	\$833.12	\$1,380.84	\$12,933.30
Replat 2 Lot 3	3	193.13	193.13	193.13	193.13	Mandy Benscoter	\$17,774.85	\$4,274.79	\$1,713.73	\$2,840.38	\$26,603.76
Replat 2 Lot 4	4	414.66	0	414.66	0	Benscoter	\$37,200.42	\$0.00	\$3,596.62	\$0.00	\$40,787.04
Replat 2 Lot 5	5	82.1	82.1	82.1	82.1	Benscoter	\$7,365.44	\$1,771.36	\$710.13	\$1,176.98	\$11,023.92
Replat 2 Lot 6	6	85	85	85	85	Benscoter	\$7,625.61	\$1,833.93	\$735.21	\$1,218.58	\$11,413.31
Replat 2 Lot 7	7	85.02	85.02	85.02	85.02	Benscoter	\$7,627.41	\$1,834.37	\$735.38	\$1,218.84	\$11,416.00
Replat 2 Lot 8	8	85.04	85.04	85.04	85.04	Benscoter	\$7,629.20	\$1,834.80	\$735.56	\$1,219.13	\$11,418.68
Replat 2 Lot 9	9	85	85	85	85	Benscoter	\$7,625.61	\$1,833.93	\$735.21	\$1,218.58	\$11,413.31
Replat 2 Lot 10	10	65.02	65.02	65.02	65.02	Benscoter	\$5,833.14	\$1,402.85	\$562.39	\$932.12	\$8,730.51
Replat 2 Lot 11	11	64.9	64.9	64.9	64.9	Benscoter	\$5,822.38	\$1,400.26	\$561.35	\$930.40	\$8,714.40
Replat 2 Lot 12	12	65.09	65.09	65.09	65.09	City	\$5,839.42	\$1,404.36	\$563.00	\$933.13	\$8,739.91
Replat 2 Lot 13	13	64.94	64.94	64.94	64.94	City	\$5,825.97	\$1,401.13	\$561.70	\$930.98	\$8,719.77
Replat 2 Lot 14	14	65.01	65.01	65.01	65.01	City	\$5,832.25	\$1,402.64	\$562.31	\$931.98	\$8,729.17
Replat 2 Lot 15	15	85.24	85.24	85.24	85.24	Benscoter	\$7,647.14	\$1,839.11	\$737.29	\$1,222.00	\$11,445.54
Replat 2 Lot 16	16	96.22	96.22	96.22	96.22	Benscoter	\$8,632.19	\$2,076.01	\$832.26	\$1,379.40	\$12,919.87
Replat 2 Lot 17	17	83.44	83.44	83.44	83.44	Benscoter	\$7,485.66	\$1,800.28	\$721.72	\$1,196.19	\$11,203.84
Replat 2 Lot 18	18	94.25	94.25	94.25	94.25	Benscoter	\$8,455.46	\$2,033.51	\$815.22	\$1,351.16	\$12,655.35
Replat 2 Lot 19	19	95.46	95.46	95.46	95.46	Benscoter	\$8,564.01	\$2,059.62	\$825.68	\$1,368.51	\$12,817.82
Replat 2 Outlot A	Outlot A	166.74	166.74	166.74	166.74	City	\$14,958.76	\$3,597.53	\$1,442.22	\$2,390.88	\$22,388.89
<b>4th Street Sanitary</b>											
Replat 2 Lot 20	20	0	84.31	0	0	1/2 City - 1/2 Benscoter	\$0.00	\$1,819.05	\$0.00	\$0.00	\$1,819.05
Replat 2 Lot 21	21	0	82.56	0	0	1/2 City - 1/2 Benscoter	\$0.00	\$1,781.29	\$0.00	\$0.00	\$1,781.29
Replat 2 Lot 22	22	0	73.48	0	0	1/2 City - 1/2 Benscoter	\$0.00	\$1,585.38	\$0.00	\$0.00	\$1,585.38
Replat 2 Lot 23	23	0	84.65	0	0	1/2 City - 1/2 Benscoter	\$0.00	\$1,826.38	\$0.00	\$0.00	\$1,826.38
Replat 2 Outlot A	Outlot A	0	92.36	0	0	City	\$0.00	\$1,992.73	\$0.00	\$0.00	\$1,992.73
<b>Dearborn Street</b>											
Existing Pavement to 4th Street	Roadway CL	514	0	514	0	City	\$46,112.52	\$0.00	\$4,445.86	\$0.00	\$50,558.38
<b>4th Street</b>											
Dearborn Street to Jaxon Street	Roadway CL	554	0	554	0	City	\$49,701.04	\$0.00	\$4,791.84	\$0.00	\$54,492.89
	<b>Total</b>	<b>4007.1</b>	<b>3573.77</b>	<b>4007.1</b>	<b>3156.41</b>		<b>\$359,489.26</b>	<b>\$77,106.55</b>	<b>\$34,659.55</b>	<b>\$45,250.13</b>	<b>\$516,505.49</b>

Paving Construction	\$305,031.38
% of Construction	69.60%
Engineer/Admin (69.60% of Total Engineer/Admin price per ft	\$ 54,457.88
price per ft	\$89.71
Sanitary Construction	\$65,425.92
% of Construction	14.93%
Engineer/Admin (14.93% of Total Engineer/Admin price per ft	\$ 11,680.63
price per ft	\$21.58
Drainage	\$29,409.08
% of Construction	6.71%
Engineer/Admin (6.71% of Total Engineer/Admin price per ft	\$ 5,250.46
price per ft	\$8.65
Water	\$38,395.33
% of Construction	8.76%
Engineer/Admin (8.76% of Total Engineer/Admin price per ft	\$ 6,854.80
price per ft	\$14.34
<b>Construction Total</b>	<b>\$438,261.72</b>
Engineering/Admin Total	\$ 79,363.77
Less Engineer Time for Resident Questions	\$ (1,120.00)
<b>Total Project Costs</b>	<b>\$516,505.49</b>

TIF applied to Benscoter Paving

Hotel Frontage	\$336.92	8.4%	\$45,239.68		
Benscoter Frontage	1922.27	48.0%	\$264,123.32	\$ 125,000.00	\$139,123.32
Mandy Benscoter	198.13	4.9%	\$26,603.76		
City Frontage	1549.78	38.7%	\$180,538.74		
	4007.1	100.0%	\$516,505.49		

**RESOLUTION NO. 2013-104**

**A RESOLUTION MAKING ASSESSMENTS IN STREET IMPROVEMENT DISTRICT NO. 2010-5 (BENSCOTER ADDITION).**

WHEREAS, Notice has been published as provided by law concerning the levy of special assessments in Street Improvement District No. 2011-1 in the Wayne Herald Newspaper on September 19 and 26, 2013, and a copy of said Notice has been mailed to all resident and non-resident owners of property in each of said Districts as provided by law, and

WHEREAS, a hearing has been conducted as provided by law relative to the levy of special assessments in said Districts proposed to be levied against said lots and parcels of ground on account of the construction of the improvements hereinbefore described; and

BE IT FURTHER RESOLVED, that the special assessments are adjusted as follows: None

BE IT FURTHER RESOLVED, that the said assessments against said lots, parts of lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements and not in excess of such benefits or of the cost of the improvements;

BE IT FURTHER RESOLVED, that all special assessments above provided for shall become due in fifty (50) days after the date of the passage of this resolution and may be paid within that time without interest, but if not so paid, to bear interest thereafter at the rate of three and one half percent (3.5%) per annum from the date of this Resolution until delinquent; such assessments shall become delinquent as follows:

One-fifteenth of the total amount shall become delinquent fifty days after such levy; one-fifteenth in one year; one-fifteenth in two years; one-fifteenth in three years; one-fifteenth in four years; one-fifteenth in five years; one-fifteenth in six years; one-fifteenth in seven years; one-fifteenth in eight years; one-fifteenth in nine years; one-fifteenth in ten years; one-fifteenth in eleven years; one-fifteenth in twelve years; one-fifteenth in thirteen years; and one-fifteenth in fourteen years.

Delinquent installments shall bear interest at the rate provided by law until paid and shall be collected in the usual manner for the collection of taxes. Installments may be prepaid at anytime at the option of the property owner as provided by law.

AND BE IT FURTHER RESOLVED, that a certified copy of said assessment schedules be filed by the City Clerk with the City Treasurer and with the County Treasurer and the County Clerk of Wayne County, as provided by law.

PASSED AND APPROVED this 1<sup>st</sup> day of October, 2013.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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City Clerk

**RESOLUTION NO. 2013-105**

**RESOLUTION MAKING ASSESSMENTS IN SANITARY SEWER EXTENSION DISTRICT NO. 2010-1 (BENSCOTER ADDITION).**

WHEREAS, Notice has been published as provided by law concerning the levy of special assessments in Sanitary Sewer Extension District No. 2010-1 in the Wayne Herald Newspaper on September 19 and 26, 2013, and a copy of said Notice has been mailed to all resident and non-resident owners of property in each of said Districts as provided by law, and

WHEREAS, a hearing has been conducted as provided by law relative to the levy of special assessments in said Districts proposed to be levied against said lots and parcels of ground on account of the construction of the improvements hereinbefore described; and

BE IT FURTHER RESOLVED, that the special assessments are adjusted as follows: None

BE IT FURTHER RESOLVED, that the said assessments against said lots, parts of lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements and not in excess of such benefits or of the cost of the improvements;

BE IT FURTHER RESOLVED, that all special assessments above provided for shall become due in fifty (50) days after the date of the passage of this resolution and may be paid within that time without interest, but if not so paid, to bear interest thereafter at the rate of three and one half percent (3.5%) per annum from the date of this Resolution until delinquent; such assessments shall become delinquent as follows:

One-fifteenth of the total amount shall become delinquent fifty days after such levy; one-fifteenth in one year; one-fifteenth in two years; one-fifteenth in three years; one-fifteenth in four years; one-fifteenth in five years; one-fifteenth in six years; one-fifteenth in seven years; one-fifteenth in eight years; one-fifteenth in nine years; one-fifteenth in ten years; one-fifteenth in eleven years; one-fifteenth in twelve years; one-fifteenth in thirteen years; and one-fifteenth in fourteen years.

Delinquent installments shall bear interest at the rate provided by law until paid and shall be collected in the usual manner for the collection of taxes. Installments may be prepaid at anytime at the option of the property owner as provided by law.

AND BE IT FURTHER RESOLVED, that a certified copy of said assessment schedules be filed by the City Clerk with the City Treasurer and with the County Treasurer and the County Clerk of Wayne County, as provided by law.

PASSED AND APPROVED this 1<sup>st</sup> day of October, 2013.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**RESOLUTION NO. 2013-106**

**RESOLUTION MAKING ASSESSMENTS IN WATER EXTENSION DISTRICT NO. 2010-1 (BENSCOTER ADDITION).**

WHEREAS, Notice has been published as provided by law concerning the levy of special assessments in Water Extension District No. 2010-1 in the Wayne Herald Newspaper on September 19 and 26, 2013, and a copy of said Notice has been mailed to all resident and non-resident owners of property in each of said Districts as provided by law, and

WHEREAS, a hearing has been conducted as provided by law relative to the levy of special assessments in said Districts proposed to be levied against said lots and parcels of ground on account of the construction of the improvements hereinbefore described; and

BE IT FURTHER RESOLVED, that the special assessments are adjusted as follows: None

BE IT FURTHER RESOLVED, that the said assessments against said lots, parts of lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements and not in excess of such benefits or of the cost of the improvements;

BE IT FURTHER RESOLVED, that all special assessments above provided for shall become due in fifty (50) days after the date of the passage of this resolution and may be paid within that time without interest, but if not so paid, to bear interest thereafter at the rate of three and one half percent (3.5%) per annum from the date of this Resolution until delinquent; such assessments shall become delinquent as follows:

One-fifteenth of the total amount shall become delinquent fifty days after such levy; one-fifteenth in one year; one-fifteenth in two years; one-fifteenth in three years; one-fifteenth in four years; one-fifteenth in five years; one-fifteenth in six years; one-fifteenth in seven years; one-fifteenth in eight years; one-fifteenth in nine years; one-fifteenth in ten years; one-fifteenth in eleven years; one-fifteenth in twelve years; one-fifteenth in thirteen years; and one-fifteenth in fourteen years.

Delinquent installments shall bear interest at the rate provided by law until paid and shall be collected in the usual manner for the collection of taxes. Installments may be prepaid at anytime at the option of the property owner as provided by law.

AND BE IT FURTHER RESOLVED, that a certified copy of said assessment schedules be filed by the City Clerk with the City Treasurer and with the County Treasurer and the County Clerk of Wayne County, as provided by law.

PASSED AND APPROVED this 1<sup>st</sup> day of October, 2013.

THE CITY OF WAYNE, NEBRASKA,

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

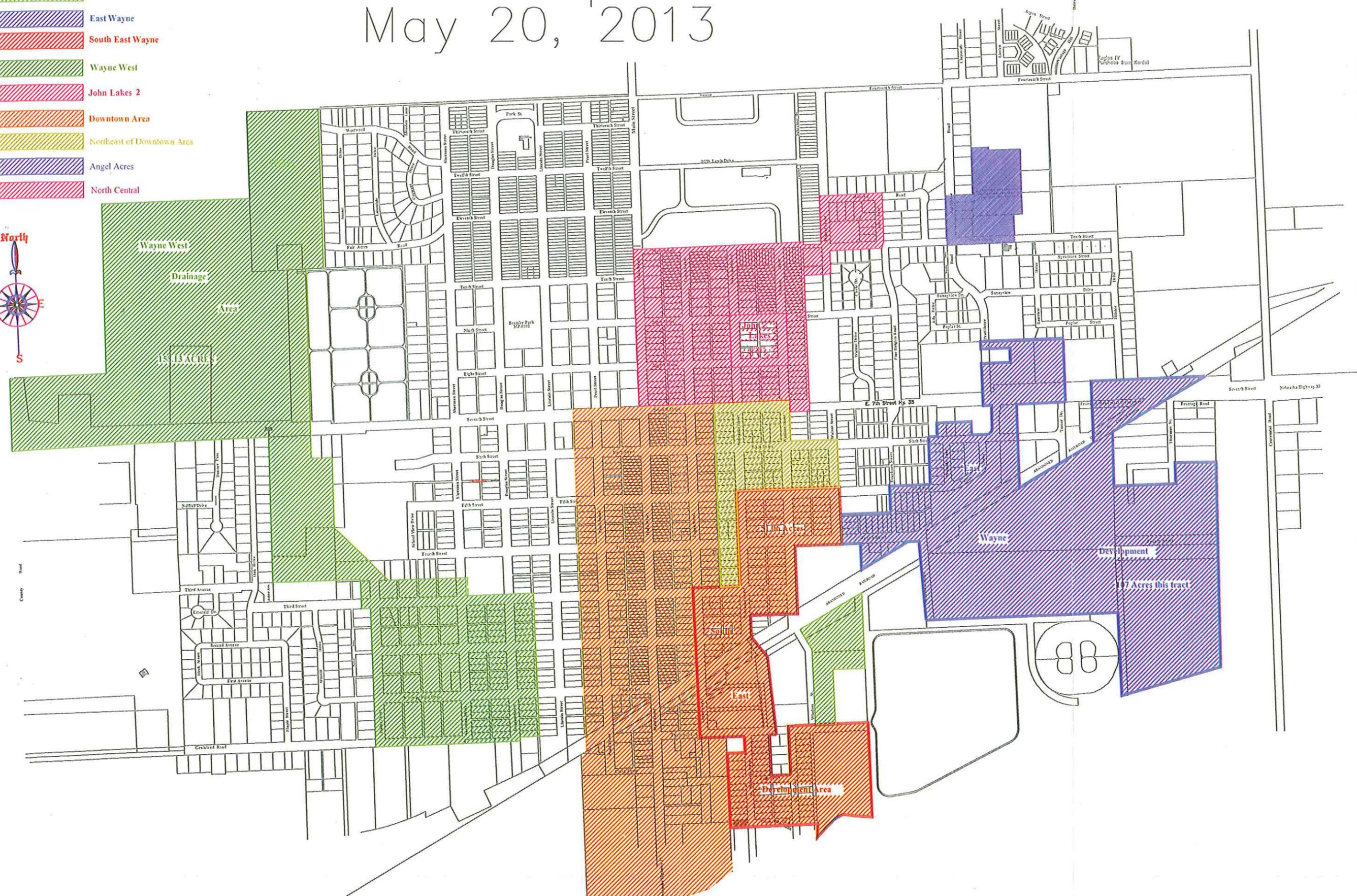
ATTEST:

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City Clerk

# Re-Development Areas May 20, 2013

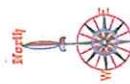
- South Window
- East Wayne
- South East Wayne
- Wayne West
- John Lakes 2
- Downtown Area
- Northeast of Downtown Area
- Angel Acres
- North Central



Area Interior City Limits = +/- 1,466.69 Acres

# Re-Development Areas May 20, 2013

-  South Downtown
-  East Wayne
-  South East Wayne
-  Wayne West
-  John Labors 2
-  Downtown West
-  Eastside of Downtown Area
-  Abled Acres
-  North Central



Area Interior City Limits = +/- 1,466.69 Acres

**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 1<sup>st</sup> day of October, 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 13<sup>TH</sup> 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 13<sup>th</sup> 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 1<sup>st</sup> day of October, 2013.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**ORDINANCE NO. 2013-49**

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 1<sup>st</sup> day of October, 2013.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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



1707 Dakota Avenue South Sioux City, NE 68776

**CERTIFICATE OF PAYMENT NO. 1**

**Date of Issuance:** September 24, 2013

**Project No.** 012-2523

**Project:** CHIEF'S WAY SANITARY SEWER & WATER EXTENSIONS, WAYNE, NEBRASKA, 2013

**Contractor:** ROBERT WOehler & SONS CONSTRUCTION, INC., 123 FAIRGROUNDS AVE., WAYNE, NE 68787

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		
PLEASE REMIT PAYMENT TO: ROBERT WOehler & SONS CONSTRUCTION, INC.		

Value of Work Stored & Completed: \$92,810.76

Original Contract Cost: \$284,476.00  
 Approved Change Orders:  
 No. 1 \_\_\_\_\_  
 No. 2 \_\_\_\_\_  
 No. 3 \_\_\_\_\_  
 No. 4 \_\_\_\_\_  
 No. \_\_\_\_\_  
 Total Contract Cost: \$284,476.00

Value of completed work and materials stored ..... \$92,810.76  
 Less retained percentage ( 10%) ..... \$9,281.08  
 Net amount due including this estimate ..... \$83,529.68

Less: Estimates previously approved:

No. 1	<u>\$0.00</u>	No. 6	<u>\$0.00</u>
No. 2	<u>\$0.00</u>	No. 7	<u>\$0.00</u>
No. 3	<u>\$0.00</u>	No. 8	<u>\$0.00</u>
No. 4	<u>\$0.00</u>	No. 9	<u>\$0.00</u>
No. 5	<u>\$0.00</u>	No.10	<u>\$0.00</u>

Total Previous Estimates: \$0.00

**NET AMOUNT DUE THIS ESTIMATE:** **\$83,529.68**

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: Robert Woehler & Sons Construction, Inc.  
Project File

OLSSON ASSOCIATES  
 By \_\_\_\_\_

CHIEF'S WAY SANITARY SEWER & WATER EXTENSIONS  
 WAYNE, NEBRASKA  
 012-2523  
 ROBERT WOEHLER & SONS CONSTRUCTION, INC.

No.	Unit	Description	Plan	Unit	Contract	Quantities	Total Amount	Total Amount	Total Amount	Total Amount	90% Due	10.0%	Amt. Paid	Total Due
			Quantity	Price \$	Price \$	Completed	Completed	Stored	Stored	Contractor	Contractor	Retainage	Prev. Est.	This Est.
1	MOBILIZATION		1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$0.00	\$0.00	\$0,000.00	\$0,000.00	\$0.00	\$0.00	\$0,000.00
2	TRAFFIC CONTROL		1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$2,000.00	\$0.00	\$1,000.00
3	INSTALL TYPE 'B' HYDROSEEDING - RESIDENTIAL		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	RELOCATE AND RE-PLACE MAIL BOX		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	REMOVE PAVEMENT		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	BUILD 8" CONCRETE PAVEMENT 478-3000		88	\$1,094.00	\$96,272.00	88	\$3,352.00	\$0.00	\$0.00	\$5,020.00	\$5,020.00	\$0.00	\$0.00	\$5,020.00
7	INSTALL AGGREGATE FOUNDATION CA7		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$2,376.00	\$2,376.00	\$0.00	\$0.00	\$2,376.00
8	INSTALL 8" HDPE DIPS WATER MAIN (H=6')		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	BUILD SANITARY SEWER MANHOLE (H=6')		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	BUILD SANITARY SEWER MANHOLE (H=6')		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	INSTALL 8" PVC SANITARY SEWER - SDR26		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
12	INSTALL 8" PVC SANITARY SEWER - SDR26		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
13	INSTALL 8" PVC SANITARY SEWER - SELECT BEDDING, FA1		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
14	INSTALL SANITARY SEWER SERVICE		360	\$45,000.00	\$16,200.00	360	\$16,200.00	\$10,437.40	\$10,437.40	\$15,209.51	\$15,209.51	\$0.00	\$0.00	\$15,209.51
15	INSTALL 8" PVC CAP		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	INSTALL 8" PVC WATER MAIN		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	LACK & BORE 8" PVC SANITARY SEWER W/ 20" DIA. X 0.250" W.T. STEEL PIPE CASING		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	INSTALL 8" HDPE DIPS WATER MAIN		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	INSTALL WATER MAIN SELECT BEDDING, FA1		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	LACK & BORE 8" HDPE DIPS WATER MAIN W/O CASING		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	DIRECTIONAL DRILL 8" HDPE DIPS WATER MAIN		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	INSTALL 8" X 8" TIE-TAP WITH GATE VALVE		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	INSTALL 8" X 6" TIE M.J.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	INSTALL 8" X 6" TIE M.J.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	INSTALL 8" X 6" TIE M.J.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	INSTALL 8" X 6" HOPE REDUCER		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	INSTALL 8" GATE VALVE M.J.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	INSTALL VALVE STATION		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	INSTALL 8" PLUG M.J.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	INSTALL 8" RETAINER GLAND M.J.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	INSTALL 8" HOPE DIPS M.J. X FUSED ADAPTER		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	INSTALL 8" HOPE DIPS M.J. X FUSED ADAPTER		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33	INSTALL 8" HOPE DIPS M.J. X FUSED ADAPTER		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	INSTALL TYPE 'B' FIRE HYDRANT ASSEMBLY (H=6')		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35	INSTALL TYPE 'B' WATER SERVICE CONNECTION WITH CURRI STOP		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	INSTALL 2" WATER SERVICE TUBING P.E.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37	INSTALL 2" WATER SERVICE TUBING P.E.		0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Bid Section														\$83,526.88



Robert Woehler & Sons Construction, Inc.  
 123 Fairgrounds Ave.  
 Wayne NE 68787

Phone: 402-375-3744  
 Fax: 402-833-5363  
 Cell: 402-369-0049

Pay App # 1

9/23/2013

To: City of Wayne  
 Chiefs Way Sanitary Sewer & Water Extension  
 Wayne, NE  
 Engineer: Olsson Associates

Office:  
 Cell:  
 Fax:

Bid Section		Bid	Installed		
1	Mobilization	Lump	1	1	\$10,000.00 \$10,000.00
2	Traffic Control	Lump	1	1	\$2,000.00 \$2,000.00
3	Install Type 'B' Hydroseeding Residential	AC	0.85	0.00	\$3,000.00 \$0.00
4	Relocate and Replace Mailbox	Lump	4	0	\$25.00 \$0.00
5	Remove Pavement	SY	271	88	\$4.00 \$352.00
6	Build 6" Concrete Pavement 47B	SY	271	88	\$30.00 \$2,640.00
7	Install Aggregate Foundation CA 7	TN	461	0	\$28.00 \$0.00
8	Install Gravel Surfacing CA8	TN	503	0	\$18.00 \$0.00
9	Build Sanitary Sewer Manhole H<6'	EA	9	0	<del>\$1,750.00</del> 1,700.00 \$0.00
10	Build Sanitary Sewer Manhole H>6'	VF	39.10	0.00	\$200.00 \$0.00
11	Install 8" PVC Sanitary Sewer SDR 26	LF	2552	359	\$18.00 \$8,462.00
12	Install 6" PVC Sanitary Sewer SDR 26	LF	426	0	\$17.00 \$0.00
13	Install Sanitary Sewer Select Beddin FA1 Fill Sand	LF	2978	359	\$2.00 \$718.00
14	Install Sanitary Sewer Service	EA	12	0	\$200.00 \$0.00
15	Install 8" PVC Cap	EA	3	0	\$50.00 \$0.00
16	Install 6" PVC Cap	EA	1	0	\$50.00 \$0.00
17	Jack & Bore 8" PVC Sanitary Sewer W/20" x 0 25" Steel	LF	262	0	\$249.00 \$0.00
18	Install 8" PVC Water Main	LF	415	300	\$15.00 \$4,500.00
19	Install 8" HDPE DIPS Water Main	LF	633	0	\$22.00 \$0.00
20	Install Water Main Select Beddin FA1 Fill Sand	LF	213	0	\$2.00 \$0.00
21	Jack and Bore 8" HDPE DIPS Water Main W/O Casing	LF	57	0	\$83.00 \$0.00
22	Direction Drill 8" HDPE DIPS Water Main	LF	465	465	<del>\$100.00</del> 94.00 \$46,500.00
23	8" x 8" Live Tap with Gate Valve	EA	1	1	\$2,500.00 \$2,500.00
24	Install 8" 22.5 DG Bend MJ	EA	2	2	\$250.00 \$500.00
25	Install 8" x 8" Tee	EA	1	0	\$300.00 \$0.00
26	Install 8" x 6" Tee	EA	1	0	\$275.00 \$0.00
27	Install 8" x 6" HDPE Fused Reducer	EA	1	0	\$500.00 \$0.00
28	Install 8" Gate Valve MJ	EA	1	0	\$1,800.00 \$0.00
29	Install Valve Station	EA	1	0	\$2,500.00 \$0.00
30	Install 8" Plug MJ	EA	1	0	\$200.00 \$0.00
31	Install 8" Retainer Gland MJ	EA	1	0	\$75.00 \$0.00
32	Install 8" HDPE DIPS MJ x Fused Adapter	EA	2	0	\$500.00 \$0.00
33	Install 8" HDPE DIPS MJ x Fused Adapter	EA	1	0	\$500.00 \$0.00
34	Install Type IV Fire Hydrant Assembly 6" Bury	EA	1	0	\$3,500.00 \$0.00

35	Install Type V Fire Hydrant Assembly 6' Bury	EA	1	0	\$3,500.00	\$0.00
36	Install 2" Water Service Connction with Curb Stop	EA	1	0	\$750.00	\$0.00
37	Install 2" Water Service Tubing PE	LF	205	0	\$8.00	\$0.00

	Total	<del>\$76,472.00</del>	73,382.00
Stored Material		<del>\$20,958.54</del>	19,428.76
Total Work and Stored Material		<del>\$97,430.54</del>	92,810.76
10% Retention		<del>-\$9,743.05</del>	9,281.08
Previous Payments		\$0.00	
Total Amount Due for Pay Application #1		<del>\$87,687.49</del>	83,529.68

LINCOLN WINWATER WORKS  
515 NW 27TH STREET #2  
LINCOLN, NE 68528

Original Invoice

Page	Date Printed	Invoice No.
1	8/26/13	025564 01

To Reorder Contact Us At  
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Fax No .. : (402) 438-2992 DB# 18

Sold To:

ROBERT WOEHLE & SONS CONSTR  
123 FAIRGROUNDS AVE  
WAYNE, NE 68787-2041

Ship To:

ROBERT WOEHLE & SONS  
BJ 402-369-0049  
INDUSTRIAL ROAD & CHIEFS WAY  
WAYNE, NE 68787  
Wayne/Chiefs Way Sanitary Sewe

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship Via	Date Shipped
783-000453	WAYNE CHIEFS WAY	024-NATHAN KOLLARS	Stock	SHIP NEXT WEEK	8/26/13

NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/H	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
2,856	EA	8X14 PVC SDR26 GASKET PIPE D3034 GJ GREEN	2,856		4.1800	#11	.00	11,938.08	N
924	EA	6X14 PVC SDR26 GASKET PIPE D3034 GJ GREEN	462	B	2.3200	#12	.00	1,071.84	N
420	FT	8X20 C900 DR18 CL150 GJ	420		6.7400	#18	.00	2,830.80	N
2,000	EA	1230HS 12GA 30MIL TRACER WIRE	2,000		.1500		.00	300.00	N
1	EA	8" MJXFLG RW GATE VALVE	1		790.0000		.00	790.00	N
1	EA	8 STD 1/8 RED RUBBER FF GSK	1		4.5000		.00	4.50	N
1	EA	8" 150# BOLT & NUT KIT	1		8.5000		.00	8.50	N
2	EA	8 DI MJ 22-1/2	2		103.0000		.00	206.00	N
1	EA	8 DI MJ TEE	1		181.5000	#25	.00	181.50	N
1	EA	8X6 DI MJ TEE	1		157.5000	#26	.00	157.50	N
2	EA	8 OL MJ GATE VALVE	2		820.0000	#28/#29	.00	1,640.00	N
1	EA	8 DI MJ PLUG SOLID	1		48.0000	#30	.00	48.00	N
2	EA	SLC8 8" PVC RESTRAINT EBBA ONLY	2		44.0000		.00	88.00	N
1	EA	A423 HYD 5-1/4 6-0 OL 3W	1		2,060.0000	#34	.00	2,060.00	N
3	EA	6X18 ANCH COUPLING	3		108.0000		.00	324.00	N
2	EA	6 OL MJ GATE VALVE	2		515.0000		.00	1,030.00	N
4	EA	664-S SCREW TYPE VALVE BOX	4		65.0000		.00	260.00	N
200	EA	2X200 200 PSI POLY PIPE IPS SIDR7 ORANGE LABEL	200		2.7500	#37	.00	550.00	N
7	EA	391852 6 MJ ACCY PACK L/GLAND	7		.0000		.00	.00	N
14	EA	391869 8 MJ ACCY PACK L/GLAND	14		.0000		.00	.00	N
11	EA	8 MJ GLAND	11		.0000		.00	.00	N
1	EA	6 MJ GLAND	1		.0000		.00	.00	N
7	EA	1 QT OF LUBE	7		.0000		.00	.00	N
2	EA	6136 2 STIFFENER	2		3.5300		.00	7.06	N
1	EA	76104-33 2 BALL VALVE NL NO LEAD PEPXEP MINNEAPOLIS	1		413.6600	#36	.00	413.66	N
1	EA	317-00090508 9.05X1 SS SRV SDL 1" NPT	1		77.2100		.00	77.21	N
2	EA	72032T 1" IPS LF BALL VLV NO LEAD	2		15.2200		.00	30.44	N
1	EA	1X3 NL RB BRASS NIPPLE	1		5.0700		.00	5.07	N

\*Note: Monthly Service Charge May Be Applied To Past Due Accounts.

Tax Area ID:	Net Sales	-----
	Freight	-----
State Tax %	State Tax	-----
Local Tax %	Local Tax	-----
	Invoice Amount	-----

CONTINUED ON NEXT PAGE.....

Sold To:  
 LINCOLN WINWATER WORKS  
 515 NW 27TH STREET #2  
 LINCOLN, NE 68528

**Original Invoice**

Page	Date Printed	Invoice No.
2	8/26/13	025564 01

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ROBERT WOehler & SONS CONSTR  
 123 FAIRGROUNDS AVE  
 WAYNE, NE 68787-2041

Ship To:

ROBERT WOehler & SONS  
 BJ 402-369-0049  
 INDUSTRIAL ROAD & CHIEFS WAY  
 WAYNE, NE 68787  
 Wayne/Chiefs Way Sanitary Sewer

Customer Number	Customer Purchase Order	Salesman	Type Shipment	Ship VIA	Date Shipped
783-000453	WAYNE CHIEFS WAY	024-NATHAN KOLLARS	Stock	SHIP NEXT WEEK	8/26/13

NOW YOU CAN ACCESS YOUR ACCOUNT INVOICES ONLINE AT MY.WINWHOLESALE.COM

Units Ordered	U/M	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
1	EA	662-0905800-200 TAP SLEEVE	0	B	605.0000		.00	.00	N
924	FT	4X14 PVC SDR26 GASKET PIPE	588	B	1.1000		.00	646.80	N
		D3034 GJ GREEN							
2	EA	#69 VALVE BOX RISER 9"	0	B	24.8800		.00	.00	N
2	EA	5-1/4 14" VALVE BOX EXTENSION	0	B	22.5600		.00	.00	N
2	EA	5-1/4 18" VALVE BOX EXTENSION	0	B	26.2200		.00	.00	N
1	EA	A423 HYD 5-1/4 6-6 OL 3W RED	1		2,060.0000		.00	2,060.00	N

26,728.96  
 - 646.80  
 - 2,022.00  
 - 1,500.62  
 - 1395

4" Pipe on Kings Island  
 300' of 8" Water @ 96.79  
 399' of 8" Sewer @ 84.18  
 We Tapp Felts  
 605 + 790  
 2 - 22 1/2 @ 103  
 20,958.54

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.  
 1 1/2 10TH, NET 30  
 If Paid By 10/10/13 You May Deduct 267.29

Tax Area ID:	NE - 281790410	Net Sales	26,728.96
State Tax %	.000	Freight	.00
Local Tax %	.000	State Tax	.00
		Local Tax	.00
		Invoice Amount	26,728.96

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.  
 T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at [www.winwholesale.com/tc/sale](http://www.winwholesale.com/tc/sale).

**DRAFT**  
**CITY OF WAYNE GUIDELINES**  
**NEW CONSTRUCTION DOWN PAYMENT ASSISTANCE PROGRAM**

**PURPOSE**

The purpose of the City of Wayne Down Payment Program is to provide financial assistance for construction of new houses in the City of Wayne corporate limits.

**1.0 APPLICATION PROCESS WILL BE FOR NEW CONSTRUCTION**

**1.1 General (Conflict of Interest)**

No member of the governing body and no other official, employee, agent, or any member of their immediate family of the City of Wayne decision making functions or responsibilities in connection with the planning and implementation of this Down Payment Assistance program shall directly or indirectly benefit from this program. Any other employee, officer, or committee member may be eligible, but will be treated no differently in the determination of applications accepted for funding. Enclosed with this person's application shall be a statement of disclosure, which outlines the nature of the possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any Down Payment Assistance loan related issues.

**1.2 Real Property**

The property to be purchased or constructed must be the principal residence of the applicant during the period of the loan.

**2.0 PROPERTY ELIGIBILITY**

**2.1 Location**

The housing units to be constructed shall be within the corporate limits of Wayne, Nebraska.

**2.2 Maximum Per Unit Subsidy**

Financial assistance provided to the homebuyer shall not exceed \$10,000.

**2.3 Energy Efficiency Criteria**

Newly constructed housing will meet or exceed the City of Wayne adopted building codes.

**2.4 Owner Occupied**

The Down Payment Assistance program shall be for only owner occupied principle residence purchase and shall not be retained for rental purposes.

**2.5 Unit Characteristics**

Housing connected to other space used for commercial purposes, mobile homes, and rental properties are not eligible for assistance. Duplexes are eligible for assistance if the unit is owner occupied and a definitive property boundary is established.

### 3.0 TYPES OF FINANCIAL ASSISTANCE

#### 3.1 Loan Program

All applicants will be required to secure a Single Family Mortgage Loan from a lender of their choice to purchase a single family home. The Primary Lender and its underwriting criteria determine the basis for City of Wayne Down Payment Assistance. The applicant will need a good faith estimate or a preapproval letter from the primary lender prior to applying for the down payment assistance funds. The maximum amount of down payment assistance to any borrower is \$10,000. The total loan will be used towards the down payment of one housing unit and associated closing costs. A down-payment of \$1000 will be required from the applicant for new construction. The primary lender will appraise the property.

A subordinated lien will be placed upon the property at the time of signing the promissory note in an amount equal to the loan. This lien in favor of the City of Wayne will take a subordinate position to the primary lender's original mortgage. Future refinancing, home equity loans and all future liens will take a subordinated position to the City of Wayne loan. At the request of the borrower, future equity loans, which require a release or subordination of the City of Wayne lien, will require our balance to be paid off unless the committee receives a written explanation of need. The homeowner will be required to pay all closing and filing costs associated with the refinancing and subordination. The loan shall consist of a 0% deferred loan. No debt service of the borrower will be required for the down payment assistance loan until the note to the primary lender for the purchase of the property is repaid. The remaining balance of the down payment loan is due and payable thirty days after the final payment to the primary lender,

The remaining balance of the down payment loan is due and payable thirty days should any of the following occur:

- A. Pays off the primary loan,
- B. Moves to another principal residence
- C. Transfers said property
- D. Sells the property, or
- E. Rents the property

If the net sale price received less the primary lender's loan is not sufficient to repay the City of Wayne, the borrower will be responsible for the repayment of the loan.

#### 3.2 Foreclosure

Lender shall give the notice to Borrowers following Borrowers' breach of any covenant or agreement in the Note and the Deed of Trust of which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrowers' by which the default must be cured, and (d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured, the deed of trust and resale of the property. Upon acceleration of the sum secured and resale of the property, the City of Wayne shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, the City of Wayne's fees as permitted by Nebraska law and reasonable fees; (b) to all sums secured by this security agreement; and (c) any excess be recaptured by the City of Wayne. The City of Wayne will recapture the net proceeds in the case of foreclosure

## 4.0 APPLICATION PROCESS

### 4.1. Application

The City of Wayne staff will explain the assistance available through the program and be responsible for processing the application, and determining the applicant's eligibility for participation in the program.

### 4.2 Procedure for Approval or Denial

Applications will be taken on a first come ready, first serve. The City of Wayne shall maintain a list of applicants.

### 4.3 Purchase Agreement

Once the applicant is approved, the applicant will sign a purchase agreement and attend a Homebuyer Education Workshop.

### 4.4 Request for Funds

Following the signing of a purchase agreement and the determination of down payment and closing cost assistance, a Request for down payment loan funds will be prepared approximately four (4) weeks prior to the anticipated closing date. (how much time does Amy need)

### 4.5 Homeowner Education Workshop

Each applicant must attend a Homeowner Education Workshop, which includes an educational packet and instructional materials on topics including family financial management, record keeping, maintenance, and up keeping landscaping, lawns and pest management, appliances and home furnishings.

### 4.6 Fair Housing Act of 1968

Title VII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability).

No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:

- A. Refuse to rent or sell housing
- B. Refuse to negotiate for housing
- C. Make housing unavailable
- D. Deny a dwelling
- E. Set different terms, conditions or privileges for sale or rental of a dwelling
- F. Provide different housing services or facilities
- G. Falsely deny that housing is available or inspection, sale, or rental
- H. For profit, persuade owners to sell or rent (blockbusting)

## 5.0 LOAN CLOSING

### 5.1 Closing

The City of Wayne will schedule the loan closing with the borrower and the primary lender. The primary lender will prepare all closing documents for its loan. The City of Wayne will prepare and have the borrower execute at closing:

- A. Promissory Note
- B. Deed of Trust
- C. Loan Agreement

Upon signing of the two closing documents, the City of Wayne will file the Deed of Trust at the Register of Deeds Office of the county.

### 5.2 Insurance

Owner-occupants will need to carry a basic property insurance policy of at least one-hundred (100%) percent of replacement cost. Homes located in a designated special flood hazard will be required to carry flood insurance. Any insurance payment of a claim over \$1,000 will require a review of the board. Homeowners insurance and flood insurance, if applicable, must be carried on the dwelling throughout the loan repayment period in order to remain eligible for the program. The City of Wayne is to be named as a loss payee on all insurance policies.

### 6.0 PROPERTY MAINTENANCE

All properties shall be maintained in compliance with local ordinances and subdivision covenants.

### 7.0 CONSTRUCTION SUPERVISION

All development is subject to review and inspection.

### 8.0 DEVELOPER CONTRACTOR DISPUTES

Construction related developer/contractor disputes or deficiencies and/or any disagreements between the homebuyer and seller or developer to the construction of the homes shall be resolved prior to loan closing in a manner acceptable to all parties. Informal resolution of disagreements is recommended. Acceptance of the home and delivery of the deed at loan closing shall constitute the homebuyer's waiver of any rights concerning known defects or existing disputes or disagreements between the homebuyer and seller, subject only to such special warranty given by the seller on the home and as set forth in the documents delivered and accepted at the time of closing. The foregoing shall not limit warranty express or implied as may otherwise exist as a matter of law.

### 9.0 GRIEVANCE PROCEDURES

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the process of selection of projects to be funded, excluding the determination of ability to secure a Home Mortgage Loan from a financial institution, or within any other segment of this Down payment assistance Program, he or she may appeal the decision of the City of Wayne for their consideration and be postmarked within 14 calendar days of the decision. The City of Wayne Council Members will act to support or overturn the action within 30 days of the receipt of the appeal. The Wayne City Council Members will have final authority in the decision.

Appeals regarding loan ability shall be made to the financial institutions in accordance with their procedures.

10.0 AMENDMENTS TO THE GUIDELINES

In an ongoing effort to improve the quality of the Wayne Down payment assistance Program, the City of Wayne will receive any suggestions on amendments to the guidelines from the public, program participants, Realtors, financial institutions or members of the WCHDC Board. Upon approval and adoption of the amendment by the Loan Committee, the amendment will be included in the program guidelines and submitted to the DED program rep for approval.

11.0 OFFICIAL CONTACT OFFICE

The place of contact for this program shall be the office of the City of Wayne, Wayne, Nebraska. Any grievances, suggestions, or requests for information should be directed to that office. This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to the City of Wayne in writing.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2013

City of Wayne

\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Attested