

(Amended: 11/4/13)

**AGENDA
CITY COUNCIL MEETING
November 5, 2013**

1. Approval of Minutes – October 15, 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. Presentation by James McNally of Neligh on how they Purchase Electric Energy from the Daily Market through MEAN and how their cost of power compares to NPPD Contract Costs

Background: Wayne and 160 other Nebraska utilities are in the 11th year of 20 year wholesale power contracts with NPPD. NPPD serves about one-third of the total Nebraska population. Our NPPD wholesale power contracts all expire at the same time on December 31, 2021.

Last October, NPPD gave all wholesale customers notice that they want us all to terminate our current contracts and sign new 20-year contracts by December 31, 2013. NPPD needs to do this to secure \$1-\$2 billion additional bond financing to make substantial investments in generation plants and transmission lines. NPPD says they need new contracts to secure future revenue to pay off the bonds at favorable interest rates. NPPD currently has about \$2 billion in existing debt with \$1.3 billion still left to pay on their 35-year old nuclear and coal plants.

Years ago, Neligh stopped purchasing power from NPPD and began purchasing from Hastings utility. Recently, Neligh built a new power plant using modern caterpillar engines for generation and began purchasing daily market rate power through Municipal Energy Association of Nebraska (MEAN). Neligh runs their generators only for outages or when NPPD calls them to help support voltage in the irrigation area around Neligh. Neligh powers its generator engines with soy diesel fuel.

During the last 5 years of excess capacity in the wholesale power market, Neligh has saved significant costs in the purchase of power and is using much of the savings to pay for the new generation capacity. Neligh has been asked to make presentations at a number of utilities. Since Wayne has a high capacity, high quality power plant that can carry the entire city load during an outage, the Neligh business model is one of the options we are considering for recommendation to you for the future.

There are two main ways to purchase wholesale power:

- 1) **Market pricing as Neligh and other towns do. The advantage of this method is it allows a utility to take advantage of the best pricing of all available utilities. The**

disadvantage is that in years when regional generation capacity is short market priced, power can get costly in the summer.

- 2) Cost of Production pricing which NPPD currently does through 20-year contracts. These contracts allow NPPD or other large utilities to borrow money to build future generation and transmission line capacity to serve the contracts they have in place. NPPD sets its wholesale power rate each year to cover the actual cost of production. Open market prices will fluctuate above and below NPPD production costs over the 20 years of the contract.

When NPPD has excess “base load” must-run plant capacity, it sells the excess into the open markets. NPPD became excess in capacity in the past 8 years when Mid-America Energy and Lincoln Electric didn’t renew their power purchase contracts from NPPD. Cooper Nuclear and the NPPD coal generation plants are “must run” plants that have to run, but can’t be ramped up or down as needed to match the daily customer load. NPPD has been selling this excess power (which is about 20% of their total generation) into the open market for the past 5 years at prices lower than their contract prices with us.

This market surplus capacity is projected to continue for another 5 years. That would mean that for half of our current 20 year cost based NPPD contract, we will have been paying higher than market rates for power.

James McNally is the Neligh City Attorney and was heavily involved in developing the Neligh electric power purchasing plan and establishing their power plant. We have asked Jim to share Neligh’s business concept, strategies and cost savings with you as part of our due diligence in evaluating options for future purchase of power.

4. [Action on Request of Ken Kwapnioski to Restore the Lion’s Club Park](#)

Background: This camper park is located at the Wayne airport and owned by the City of Wayne. It was totally destroyed by the October 4th tornado. The park has been improved over time and is maintained by the Wayne Lion’s Club. The Club is making plans to restore the park and some members have asked the City Council to indicate their intent for the future.

Recommendation: The recommendation of the Lion’s Club is to continue the existing use of the park and to allow it to be restored as it was. We have no staff recommendation.

5. [Action to Waive the Temporary Hook-up Fee for Electric Service for those affected in the Tornado Area and Related to Storm Damage Only](#)

6. [Action on the Application of OCC Builders, d/b/a Otte Construction \(Keith Moje\) for \\$37,000 in LB840 Funds to be Used for Emergency Business Loans in the Tornado Disaster Recovery](#)

Background: The funds for this will be allocated from the \$500,000 emergency tornado loan fund that was established.

Recommendation: Recommendation of Lowell Johnson, City Administrator, and Nancy Braden, Finance Director, is to approve the loan.

7. [Action on the Application of Innovative Protectives, Inc. \(Pat Garvin\) for \\$10,000 in LB840 Funds to be Used for Emergency Business Loans in the Tornado Disaster Recovery](#)

Background: The funds for this will be allocated from the \$500,000 emergency tornado loan fund that was established.

Recommendation: The recommendation of City Administrator Lowell Johnson and Finance Director Nancy Braden is to approve the loan.

8. [Public Hearing: To Consider the Planning Commission's Recommendation Regarding the Jorgensen Addition Plat \(Kenneth Jorgensen\) \(Advertised Time: 5:30 p.m.\)](#)

Background: This plat includes Tomar Drive right-of-way and the property where the new fire hall is built, as well as land being sold by the City to Jorgensen and property being sold by Northeast Nebraska Investors to Jorgensen to provide parking space and an outdoor sports venue that will be part of a 11,500 square foot sports bar construction project. The location is immediately east of McDonalds on East Highway 35.

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

Recommendation: This plat will be considered by the Planning Commission at a public hearing on Monday, November 4th. After hearing from the public, the Planning Commission will make a recommendation to the City Council for their consideration on November 5th. The replat is necessary for the parking areas to be located on the same legal description as the building and for a section of Tomar Drive to be a legally platted city right-of-way. The latter was never completed when Tomar Drive was extended south past the new fire hall.

10. [Public Hearing: Blighted and Substandard Area Determination – College Hill First Redevelopment Area \(Advertised Time: 5:30 p.m.\)](#)

Background: There is interest in this delineated area for future residential re-development. The location has opportunity being close to the WSC campus. Wayne housing studies have shown a high unmet demand for quality market rate rental housing. However, the costs of market rate housing development exceed the capital investment rate that can be supported by local rental rates. This study has determined the delineated area to meet State requirements for blight and substandard determination.

11. [Resolution 2013-112: Making Findings and Declaring Portions of the City of Wayne to be Blighted and Substandard Pursuant to the Nebraska Community Development Act – College Hill First Redevelopment Area](#)

Recommendation: This declaration will be considered by the Planning Commission at a public hearing on Monday night, November 4th. After hearing from the public, the Planning Commission will make their recommendation to the City Council for their consideration on November 5th.

12. Recess

- a. Convene as Community Development Agency
- b. Approve Minutes – October 1, 2013
- c. Consideration and Action on a Memorandum of Understanding with Kenneth Jorgensen to Enter into a Tax Increment Financing Agreement for New Construction

Background: This memorandum of understanding is a CDA commitment by the CDA that we are negotiating a TIF agreement in good faith with Ken Jorgensen, the redeveloper, for a sports bar/entertainment project to be located on property east of McDonalds. Approval of this memorandum of understanding by both the CDA and the City Council would allow the redeveloper to begin work on the project during the TIF agreement public hearing and approval process, and because of winter approaching, time is of the essence.

Recommendation: This project meets one of the Council's retreat goals for local business development and entertainment venues for WSC students. The redeveloper has discussed this project with you at previous CDA meetings. The recommendation of Nancy Braden, Finance Director, is to approve the memorandum of understanding. As a matter of disclosure, I will have no recommendations for this project because of a family relationship with the redeveloper.

- d. Consideration and Action on a Memorandum of Understanding with Mid Plains Grain, LLC (Breck Giese) to Enter into a Tax Increment Financing Agreement for Demolition and New Construction

Background: This Memorandum of Understanding is a CDA commitment by the CDA that we are negotiating a TIF agreement in good faith with Mid Plains Grain, LLC (Breck Giese), the re-developer, to demolish and remove grain bins and elevator facilities and construct new grain handling and storage facilities. These include a new grain leg and at least three new large capacity grain bins.

The elevator sites involved are on East Fairgrounds Avenue, Main Street by Godfathers, and at 2nd and Logan Street. The Fairgrounds Avenue location will need to involve some land trade between Mid Plains and the City of Wayne of about 3 acres south of the Hank Overin Baseball Field. City staff and Jon Haase, Chair of the CDA, have been working with Mid Plains' owners to develop this project and a TIF agreement. However, the October 4th tornado accelerated the schedule for this project when it left two of the largest bins damaged at the Fairgrounds Avenue site that need to be removed as soon as possible. We have red tagged the damaged bins and given the new owners 30 days to remove them because of tornado damaged pieces hanging at the top.

Approval of this memorandum of understanding by both the CDA and the City Council would allow the redeveloper to begin work on the project

during the TIF agreement public hearing and approval process because of the tornado damage, and with winter approaching, time is of the essence.

Recommendation: This project meets two of the Council's retreat goals for local business development and elimination of blighted properties. We apologize for the fact that while we, as staff, and Jon Haase, have been working on this with the developer for a while, this project comes to you with less notice and with less background for deliberation than most TIF proposals. This memorandum of understanding means we are negotiating a TIF agreement in good faith. The TIF agreement will still have to be reviewed by the Planning Commission and be vetted at public hearings before action by the CDA and the City Council. The clearing of these abandoned and damaged elevator sites by a private developer will be a great improvement to the community. The recommendation of Nancy Braden, Finance Director, is to approve the memorandum of understanding.

e. [Consideration and Adoption of CDA Res. 2013-14 Recommending Approval of a Redevelopment Contract \(Wayne Rentals, LLC - Tom Jacobsen\)](#)

Background: This proposal is for the construction of 36 market rate apartments in 3 buildings on West 13th Street, one block west of the WSC campus. The developer, Tom Jacobsen, discussed this project with the Council at a previous City Council meeting.

Recommendation: This project meets one of the Council's retreat goals for local housing development and also meets the recommendations of previous Wayne housing studies showing demand for more new construction housing.

The recommendation of Lowell Johnson, City Administrator, and Nancy Braden, Finance Director, is to approve the TIF agreement.

f. ~~Action to Approve Proof of Building Permit in Lieu of Kelby Herman retaining ownership to meet the Lot Discount Requirements~~ **Action to allow Homeowner to Purchase Lots Referenced in First Right of Refusal in lieu of Kelby Herman, and grant Kelby Herman 25% Discount on Lots as provided for in First Right of Refusal, provided all other conditions required by CDA and Council are met**

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

13. [Public Hearing: Redevelopment Plan of Wayne Rentals, LLC, - Tom Jacobsen \(Advertised Time: 5:30 p.m.\)](#)

Background: See notes on this project in the CDA portion of this agenda.

14. [Resolution 2013-113: Approving a Redevelopment Plan as Contained in a Redevelopment Contract \(Wayne Rentals, LLC - Tom Jacobsen\)](#)

Background: See notes on this project in the CDA portion of this agenda.

15. Public Hearing: Annexation of Certain Real Estate which includes Pacific Coast Feather, Williams Form, Robert Woehler & Sons Construction, S&M Liquid Tire Fill, Railroad Right-of-Way, and Wayne Municipal Airport (Advertised Time: 5:30 p.m.)
16. Ordinance 2013-50: Annexing Certain Real Estate to the City of Wayne and Extending the Corporate Limits in the Northeast Quadrant of the City of Wayne to Include said Real Estate
17. Resolution 2013-114: Approving Memorandum of Understanding With Kenneth Jorgensen to Enter into a Tax Increment Financing Agreement for New Construction

Background: See notes on this project in the CDA portion of this agenda.

18. Resolution 2013-115: Approving Memorandum of Understanding With Mid Plains Grain, LLC (Breck Giese) to Enter into a Tax Increment Financing Agreement for New Construction

Background: See notes on this project in the CDA portion of this agenda.

19. Resolution 2013-116: Approving Letter Agreement Amendment #1 with Olsson Associates for the Chief's Way Sanitary Sewer Project

Recommendation: Grossenburg Implement has requested the extension of a City water main to their new building to provide a high capacity water supply for a fire sprinkler system as required by the State Fire Marshal. The recommendation of Garry Poutre, Superintendent of Public Works and Utilities, is to have OA do the design work since they are already the sewer line project engineer on site.

20. Resolution 2013-117: Establishing Hook-Up Fees for the Chief's Way Water Main Extension Project

Background: This 1,000 foot water main extension is outside city limits. This water main extension for Grossenburg's will extend across the Grossenburg and Pick properties. The Pick property is where the Clauss dealership was located before the tornado. Robert Woehler & Sons Construction is currently installing the sanitary sewer on Chief's Way and they have agreed to add this water main to their contract at the same contract unit price per linear foot as the water main extension they are building to the airport. To get this extra work done, they will have to work into the winter to have it in place in time for the new Grossenburg building. The State Fire Marshal won't allow Grossenburg's to occupy the new main building unless the fire sprinkler system is operable.

No utility extension district was created to allocate these water main construction costs. This Resolution will establish the hook-up fees to allocate out the construction costs as hook-up fees. The hook-up fees will be equivalent to what the assessments would have been if a district would have been created.

Recommendation: The recommendation of Garry Poutre, Superintendent of Public Works and Utilities, is to approve the water main hook-up fees as calculated by the project engineer.

21. Resolution 2013-118: Establishing Hook-up Fees for the Chief's Way Sewer Main Extension Project

Background: This sewer main extension is outside city limits. The sewer main extension we are currently building for Chief's Way will begin at the manhole near the southwest corner of the Pacific Coast property and extend southward under Highway 35 and then continue south and west along the road through the Grossenburg property and west along Chief's Way to South Centennial Road.

The County platted right-of-way portion of Chief's Way terminates at Grossenburg's west property. The portion of Chief's Way that went east through the John Deere property before the tornado and then north to the highway was not platted as public right-of-way and remains private property of the John Deere dealership. However, Grossenburg's have granted the City an easement for the water and sewer mains through their property along what was the road through John Deere before the tornado.

Robert Woehler and Sons Construction is installing the sanitary sewer on Chief's Way and they have agreed to add this water main to their contract.

No utility extension district was created to allocate these sewer main construction costs. This Resolution will establish the hook-up fees to allocate the construction and engineering costs through hook-up fees. The sewer hook-up fees will be equivalent to what the assessments, based on front footage, would have been if a district would have been created.

Recommendation: The recommendation of Garry Poutre, Superintendent of Public Works and Utilities, is to approve the sewer main hook-up fees as calculated by the project engineer.

In addition, staff is recommending that an additional \$1,000 ERU hook-up fee be assessed to help compensate for the original lift station.

22. Resolution 2013-119: Approving Agreement with JEO Consulting Group for Highway 35/Tomar Drive/Hillside Drive Trail Relocation Project

Background: As a part of the Jorgensen sports bar project, the existing pedestrian trail will need to be relocated so it doesn't angle across the parking lot. Ken has agreed to cover the cost of the engineering and construction to relocate the trail from his TIF funds.

Recommendation: The recommendation of Joel Hansen, Building Code Official, and Garry Poutre, Superintendent of Public Works and Utilities, is to approve the engineering agreement attached to the Resolution.

23. Resolution 2013-120: Authorizing the Borrowing of Funds (\$500,000) from the City of Wayne Electric Fund for the LB840 Economic Development Program

Background: The LB840 funds come from a 40% share of the city local option sales tax receipts. The annual revenue varies, but is around \$180,000 per year for economic development projects. In the event of a large project or an unexpected need, the City can borrow against future sales tax receipts using municipal bonds or by borrowing from internal cash reserves. City staff can't transfer funds without Council approval. This Resolution authorizes the loan of \$500,000 in electric utility reserve funds to the LB840 Economic Development loan fund to be used for the tornado emergency fund the Council approved at the last meeting. The \$500,000 loan will be paid back to the electric utility fund as the businesses repay their loans. If a business defaults on a loan, the loan is secured by a lien on the real estate. If the lien can't repay the loan, the loss will be reimbursed to the electric utility reserve fund from future sales tax revenues.

Recommendation: The recommendation of Nancy Braden, Finance Director, is borrow from the electric utility fund and pay 3% interest to that reserve fund instead of issuing municipal bonds in that small of amount and paying a higher rate of interest and bond fees.

24. [Resolution 2013-121: Adopting the Down Payment Housing Loan Incentive Program Guidelines](#)

Background: This alternative housing loan program has been proposed to replace the more complicated and less clear housing incentive loans. The terms in this draft are based on the very successful Nebraska Department of Economic Development down payment loan program that Wayne has had in the past. This program would provide direct assistance to the homebuyer and would be secured by a lien subordinate to the primary mortgage. A copy of the loan program guidelines is attached to the Resolution.

Recommendation: This is a decision for the elected officials. We, as staff, were requested to prepare this option, and while we believe it will be used more effectively, we will work with whatever incentives you approve.

25. [Resolution 2013-122: Acknowledging Nebraska Department of Roads Requirements for the Temporary Use of the State Highway System for Special Events – Parade of Lights on Thursday, November 21st](#)

26. [Action on Change Order Nos. 2 \(\\$20,048.00\), 3 \(-\\$3,020.00\), 4 \(\\$6,536.96\), 5 \(\\$4,741.67\) and 6 \(-\\$11,802.03\) for the 10th Street, Main to Windom Improvement Project](#)

Background: The change orders represent a true-up of quantity adjustments, to provide official action on decisions made verbally during the project to respond to unknowns or to improve the project or to correct engineering oversights in the design.

Recommendation: The recommendation of Garry Poutre, Superintendent of Public Works and Utilities, and the project engineer is to approve these final Change Orders.

27. Action on Pay Application No. 4 (Final) in the amount of \$187,081.79 to Steve Harris Construction, Inc., for the 10th Street, Main to Windom Improvement Project

Recommendation: The recommendation of the project engineer is to approve this payment for work done under contract and approved by the project engineer.

28. Action on Change Order No. 1 in the amount of \$29,135.65 for the Chief's Way Sanitary Sewer & Water Extension Project

29. Action on Pay Application No. 2 in the amount of \$100,944.73 to Robert Woehler & Sons Construction for the Chief's Way Sanitary Sewer & Water Extension Project

30. **Action Regarding Authorization of the use of \$20,000 of the WAED Marketing Reserve Fund to Participate in the Production and Airing of the "Cities of Destruction" Show, pending final approval of the Mayor and Council President if a Final Approval is needed before the next Council Meeting**

31. Appointment of Chad Maas to the Recreation-Leisure Services Commission

32. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

October 15, 2013

The Wayne City Council met in regular session at City Hall on Tuesday, October 15, 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 October 3, 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 October 1, 6, and 10, 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 10/1/13: DELETE MIKE TOWNE, SE, 1200.00

VARIOUS FUNDS:

FISCAL YEAR 2012-2013: AMERICAN BROADBAND, SE, 1434.86; AMERICAN PUBLIC POWER, FE, 1075.42; ASA FOOTBALL, SU, 895.05; BOMGAARS, SU, 3238.17; BROWN SUPPLY, SU, 13900.00; CARHART LUMBER CO, SU, 696.51; CHARTWELLS, SE, 6283.68; COPY WRITE, SE, 527.10; ECHO GROUP, SU, 267.88; FREDRICKSON OIL, SE, 12.00; GERHOLD CONCRETE, SU, 320.42; HARDING & SHULTZ, SE, 1248.00; HAWKINS, SU, 339.07; HD SUPPLY WATERWORKS, SU, 2594.64; HEIKES AUTOMOTIVE, SE, 3159.80; HELENA CHEMICAL, SU, 120.00; HIRERIGHT SOLUTIONS, FE, 20.00; INGRAM BOOK CO, SU, 513.99; JASON CAROLLO, SE, 160.00; JOHN'S WELDING AND TOOL, SE, 40.80; JOHNSON

HARDWARE, SU, 31.34; KIRKHAM MICHAEL, SE, 598.00; KTCH, SE, 1474.60; MERCY MEDICAL CLINIC, SE, 30.00; MICHAEL TODD & CO, SU, 1151.63; MIDWEST TAPE, SU, 39.99; N.E. NE AMERICAN RED CROSS, RE, 29.62; NNPPD, SE, 13185.52; NNPPD, SE, 4357.03; NORTHWEST ELECTRIC, SU, 709.39; OVERHEAD DOOR COMPANY, SE, 829.00; PAC N SAVE, SU, 9.59; QUILL, SU, 23.39; RANDOM HOUSE, SU, 615.00; SPARKLING KLEAN, SE, 622.50; STADIUM SPORTING GOODS, SE, 187.00; STATE NATIONAL BANK, SE, 58.80; STATE NATIONAL BANK, RE, 463.14; TOTAL MARKETING, SU, 59.75; UNITED WAY, RE, 6.20, US BANK, SU, 3088.04; VALMONT COATINGS, SU, 1945.49; WAYNE AUTO PARTS, SU, 1191.60; WAYNE BASEBALL ASSOC, SU, 100.00; WAYNE COUNTY CLERK, SE, 112.00; WAYNE GROCERY, SU, 9.15; WAYNE HERALD, SE, 398.00; WAYNE VETERINARY CLINIC, SE, 153.00; WESCO, SU, 670.95; WAPA, SE, 25731.62; ZACH HEATING & COOLING, SE, 588.95; ZACH OIL, SU, 5908.25; ZEE MEDICAL SERVICE, SU, 128.17

FISCAL YEAR 2013-2014: AMERITAS, SE, 2338.03; BANK FIRST, FE, 135.00; CITY OF WAYNE, PY, 63153.16; CITY OF WAYNE, RE, 225.00; COMMUNITY HEALTH, RE, 4.00; CITY EMPLOYEE, RE, 61.30; ICMA, SE, 6276.45; IRS, TX, 23675.57; JULIE CULL, RE, 20588.63; N.E. NE AMERICAN RED CROSS, RE, 29.62; NE DEPT OF REVENUE, TX, 3357.98; ROBERT WOehler & SONS, SE, 83529.68; STATE NATIONAL BANK, RE, 300.00; CITY EMPLOYEE, RE, 5717.13; UNITED WAY, RE, 6.20; WAED, SE, 6383.33

FISCAL YEAR 2012-2013: APEX THERAPY, SE, 180.00; DAVE'S DRY CLEANING, SE, 116.00; ECHO GROUP, SU, 160.00; FREDRICKSON TYRFIL, SY, 43.00; GENO'S STEAKHOUSE, RE, 819.00; NNPPD, SE, 3700.00; PAC N SAVE, SU, 192.97; PIEPER & MILLER, SE, 1157.00; QUALITY 1 GRAPHICS, SU, 80.00; S & S WILLERS, SU, 893.89; SEBADE CONSTRUCTION, SE, 4985.00; SHOPKO, SU, 253.60; WAYNE HERALD, SE, 1512.59; WESCO, SU, 728.46

FISCAL YEAR 2013-2014: ADMINISTRATION PROF., SU, 89.00; AHC MEDIA, SU, 536.99; AMERICAN BROADBAND, SE, 990.00; APPEARA, SE, 205.51; CITY OF NORFOLK, SE, 41.34; CITY OF WAYNE, RE, 350.00; CIVICPLUS, FE, 3794.40; CITY EMPLOYEE, RE, 79.15; DE LAGE LANDEN FINANCIAL, SE, 394.00; DEARBORN NATIONAL LIFE, SE, 99.76; DEARBORN NATIONAL LIFE, SE, 1762.28; ELECTRIC FIXTURE, SU, 77.49; ENGINEERED CONTROLS, SE, 1480.00; ENVIRONMENTAL SYSTEM, SE, 266.25; EXHAUST PROS, SE, 170.98; FASTENAL, SU, 36.41; FLOOR MAINTENANCE, SU, 173.45; FREDRICKSON OIL, SU, 4815.25; GERHOLD CONCRETE, SU, 406.34; GILL HAULING, SE, 155.00; CITY EMPLOYEE, RE, 84.37; HOMETOWN LEASING, SE, 73.51; IRS, TX, 13513.94; JOSH JACOBI, RE, 15604.32; MARK EVETOVICH, RE, 500.00; CITY EMPLOYEE, RE, 329.78; MIDWEST LABORATORIES, SE, 741.35; MUNICIPAL SUPPLY, SU, 3875.67; NE DEPT OF REVENUE, TX, 1926.06; NE NEB INS AGENCY, SE, 63553.00; NE SAFETY COUNCIL, SE, 8.38; OLSSON ASSOCIATES, SE, 11701.53; PAC N SAVE, SU, 73.42; PIEPER & MILLER, SE, 3133.00; PLUNKETT'S PEST CONTROL, SE, 97.34; PRESTO X, SE, 106.59; PRONUNCIATOR, SU, 450.00; SHARP CONSTRUCTION, RE, 135.00; SPARKLING KLEAN, SE, 1258.77; STATE NATIONAL BANK, RE, 940192.50; THE GROUNDWATER FOUNDATION, FE, 85.00; TYLER TECHNOLOGIES, SE,

3270.94; WASTE CONNECTIONS, SE, 62.12; WAYNE KIWANIS, FE, 130.00; WESCO, SU, 46.59

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

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

Mayor Chamberlain advised the Council that he had made an application to the LB840 Economic Development Advisory Committee for \$500,000 in LB840 funds to be used for emergency business loans in the tornado disaster recovery efforts. The amount of the loan would be based on 10% of the company's annual payroll. These would be zero percent interest loans with a maximum of \$250,000 per applicant, and paid back over a period of 15 years. The only string attached to the loan is that the companies must use the funds to rebuild.

It was noted that LB840 funds are available to those entities located within the zoning jurisdiction of the City. There is approximately \$1.8 million in LB840 funds available. The Council wanted to review and approve each application.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, approving the recommendation from the LB840 Economic Development Advisory Committee regarding the request of the City of Wayne for \$500,000 in LB840

funds to be used for emergency business loans in the tornado disaster relief recovery, with said applications coming before Council for approval. 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 waiving the building permit fees and the inspection deposits for those businesses/residences affected in the tornado area. These will be waived for storm damage only. The deposit is \$500, and the permit fee is based on a sliding scale, which could range from a couple of hundred dollars to a couple of thousand dollars, depending upon the project.

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen to waive the building permit fees and inspection deposits for a period of 24 months for those affected in the tornado area and related to storm damage only.

This would pertain to both business and residential permits.

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

Councilmember Brodersen introduced Ordinance 2013-48, and moved for approval of the third and final reading thereof; Councilmember Ley 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 13TH STREET AND ABUTTING ON BLOCKS FIVE (5) AND SIX (6), COLLEGE HILL ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, AND TERMINATING AT THE NORTHERN EDGE OF BLOCKS FIVE (5) AND SIX (6), COLLEGE HILL ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, BEING 80 FEET X 180 FEET.

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

City Clerk McGuire stated the pay application on the 10th Street, Main to Windom Street Improvement Project was still not ready for approval this evening, so no action could be taken on the matter.

The City has received the Annual Renewal Maintenance Agreement from the Nebraska Department of Roads. This is a standard form agreement.

Councilmember Giese made a motion, which was seconded by Councilmember Ley, approving the Annual Renewal Maintenance Agreement (2014) with the Nebraska Department of Roads. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would approve an agreement with Northeast Nebraska Economic Development District to conduct a blight study of the area which would include Pacific Coast Feather, Williams Form, and Robert Woehler & Sons Construction property. If tax increment financing is going to be an option for Pacific Coast Feather, the area needs to be declared blighted and substandard first and then the area needs to be annexed. This is one of the first steps in that process.

A representative from Pacific Coast advised the Council that options are still being gathered by the company. A decision on whether or not they will rebuild or not is probably two to four weeks away.

Councilmember Giese introduced Resolution 2013-108 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2013-108

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

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

The following Resolution would accept the plan to extend city services and set a public hearing on a proposed annexation area (includes Pacific Coast Feather, Williams Form, Robert Woehler & Sons Construction, and the airport) for the November 5th Council meeting, at or about 5:30 p.m.

Councilmember Eischeid introduced Resolution 2013-109 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2013-109

A RESOLUTION ACCEPTING A PLAN TO EXTEND CITY SERVICES AND SETTING A PUBLIC HEARING ON THE PROPOSED ANNEXATION AREA TO THE CITY OF WAYNE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. All of the property owners are aware of the annexation proposal.

The next agenda item was suggested to give temporary discretion to the Zoning Administrator to assist local companies damaged or destroyed by the tornado to find a temporary location to conduct business for a limited period of time until they have restored their company operation on the original site.

Attorney Miller reviewed the proposed guidelines and recommended the following changes thereto: "The City of Wayne hereby authorizes the Zoning Administrator, at his discretion and after consultation with the Mayor, City

Administrator, Council President and legal counsel, to temporarily not enforce sections of the City of Wayne Zoning Code on specified properties and to allow administrative and office type uses in residential districts within the City of Wayne that he believes will assist with continuing the normal operations of companies damaged by the October 4, 2013, tornado with limited amounts of disruption to the neighboring property occupants or owners for a period not to exceed one year from October 4, 2013.”

Councilmember Ley made a motion, which was seconded by Councilmember Eischeid authorizing the Zoning Administrator, at his discretion and after consultation with the Mayor, City Administrator, Council President and legal counsel, to temporarily not enforce sections of the City of Wayne Zoning Code on specified properties and to allow administrative and office type uses in residential districts within the City of Wayne that he believes will assist with continuing the normal operations of companies damaged by the October 4, 2013, tornado with limited amounts of disruption to the neighboring property occupants or owners for a period not to exceed one year from October 4, 2013. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would amend the winter months used for averaging sewer rates from January and February back to December, January, and February. These months were amended last year because of the concern that people were still watering their lawns in November due to the dry fall that took place.

Councilmember Giese introduced Resolution 2013-110, and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2013-110

A RESOLUTION AMENDING SEWER SERVICE AND USE RATES.

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

Garry Poutre, Supt. of Public Works & Utilities, explained Change Order No. 1 (Final) - \$8,563.00 on the Milo Drive 2013 Paving Improvement Project. The total project cost would then be \$186,723.75.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving Change Order No. 1 (Final) for \$8,563.00 on the Milo Drive 2013 Paving Improvement Project. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Garry Poutre, Superintendent of Public Works & Utilities, stated the work has been completed on the Milo Drive 2013 Paving Improvement Project. Olsson Associates, the engineer on the project, is recommending acceptance of the project and approving Application for Payment No. 1, which is the final payment, in the amount of \$186,723.75 to Rutjens Construction, Inc.

Councilmember Giese introduced Resolution No. 2013-111 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2013-111

A RESOLUTION ACCEPTING WORK ON THE "MILO DRIVE 2013 PAVING IMPROVEMENT PROJECT" AND AUTHORIZING FINAL PAYMENT TO RUTJENS CONSTRUCTION, INC., IN THE AMOUNT OF \$186,723.75.

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 Matt Wachter to the Board of Appeals.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 5:57 p.m.

[Back to Top](#)

CLAIMS LISTING NOVEMBER 5, 2012

FISCAL YEAR 12-13

AMAZON.COM, LLC	BOOKS/DVD'S/BOOKMARKS	382.47
BAKER & TAYLOR BOOKS	BOOKS	835.34
BIG T ENTERPRISES, INC	BATTERIES	18.95
ECHO GROUP INC JESCO	CLAMP METER	247.03
INTERSTATE ELECTRIC MOTOR	'REGULATOR ON GENERATOR	19,302.64
KELLY SUPPLY COMPANY	LUBRIPLATE A/C OIL	216.22
MERIT MECHANICAL	REPAIR HOT WATER PIPING & HEAT PUMP	17,021.84
MIDWEST SERVICE & SALES	SAND SPREADER/MOUNTING	9,082.00
NEBR PUBLIC POWER DIST	ELECTRICITY	369,119.70
ODEYS INC	CLAY BRICKS/BAG CLAY	1,812.95
STALP GRAVEL INC	GRAVEL	1,129.39
STATE TREASURER OF NE	DOG & CAT LICENSE	556.78

DELETE FROM CLAIMS LISTING 9-30-13
THOM OSNES- OUTDOOR MOVIE \$50.00

FISCAL YEAR 13-14

4IMPRINT	ENERGYWISE PROMOS	825.61
AMERICAN BROADBAND	TELEPHONE CHARGES/FIBER LINE LEASE	2,797.30
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	4,388.60
ANDREW CONTRERAS	GEOHERMAL HEAT PUMP INCENTIVE	3,000.00
APPEARA	LINEN & MAT SERVICE	181.96
ARNIE'S FORD-MERCURY INC	F250 PICKUP	24,528.00
ARNIE'S FORD-MERCURY INC	TRUCK	25,747.00
ARNIE'S FORD-MERCURY INC	TIRES	598.73
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	240.00
BARNES DISTRIBUTION	SNOWBROOM EXTENDER	144.18
CITY EMPLOYEE	HEALTH REIMBURSEMENT	165.65
BIG T ENTERPRISES, INC	BATTERIES	33.95
BLACK HILLS ENERGY	GAS BILLS	217.73
CITY EMPLOYEE	HEALTH REIMBURSEMENT	2,450.30
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	24,160.68
BLUETARP FINANCIAL, INC.	FREE FREIGHT/CARTONS	42.59
BOMGAARS	OIL/CAUTION TAPE	13.78
CITY EMPLOYEE	HEALTH REIMBURSEMENT	142.70
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,143.91
CITY EMPLOYEE	HEALTH REIMBURSEMENT	150.24
CENTURYLINK	TELEPHONE CHARGES	314.02

CHEMQUEST, INC.	WATER COOLING/QUARTERLY MONITORING	3,302.50
CITIZENS STATE BANK	TIF	150,000.00
CITY OF NORFOLK	INSPECTION FEES	691.87
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	350.00
CITY OF WAYNE	FIRE HALL REFUND	300.00
CITY OF WAYNE	PAYROLL	134,353.08
CITY OF WAYNE	UTILITY REFUNDS	794.88
CLAUSSEN & SONS IRRIG.	FALL BLOWOUT	150.00
CLEAN TO A T	LIBRARY/SR CENTER CLEANING	1,300.00
COLFAX CO COURT	BOND	250.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	8.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	585.77
COUNTRY NURSERY INC	REPAIR PAVERS	2,790.50
DE LAGE LANDEN FINANCIAL	SR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	106.64
DUNRITE INC	HOSE/BRUSH/DUSTER	104.21
DUTTON-LAINSON COMPANY	AMP	125.88
EAKES OFFICE PLUS	40 CASES OF PAPER	1,199.60
ECHO GROUP INC JESCO	BULBS	55.46
ERIC KNUTSON	HOTEL REIMBURSEMENT-LEAGUE CONF	303.40
ED. M FELD EQUIPMENT CO	HELMETS/EXTINGUISHER RECHARGE	1,023.35
EDM PUBLISHERS	SUBSCRIPTION RENEWAL	98.78
EISCHEID ARTIFICIAL RAIN	IRRIGATION HEADS	65.85
ELECTRIC FIXTURE & SUPPLY	CONNECTORS/PLUGS	85.34
EXHAUST PROS & LIGHTNING	SR CENTER VAN-BEARINGS	282.99
FIREMAN'S ASSOCIATION	WSC FIRE SERVICE AGMT	5,000.00
FLOOR MAINTENANCE	TOILET PAPER/PLATES/NAPKINS/GLOVES	419.00
FREDRICKSON OIL CO	TIRE REPAIRS	33.00
GAMBLE LANDSCAPING	GRADE 10TH ST PROJECT	2,732.00
GAYLORD BROS	JACKET COVERS	283.41
GEORGINA CASTANEDA	TRANSLATION	25.00
GERHOLD CONCRETE CO INC.	CONCRETE/GRAVEL/ROCK	144.28
GODFATHERS	PIZZA-VB CONCESSIONS	100.00
GROSSENBURG IMPLEMENT INC	WSC MOWER REPAIR/FILTERS/CHAIN	1,526.51
GUARANTEE ROOFING	ROOF REPAIR	400.50
HAWKINS, INC	AZONE	501.32
CITY EMPLOYEE	HEALTH REIMBURSEMENT	329.46
HEIDI CLAUSSEN	ENERGY INCENTIVE	500.00
HOA SOLUTIONS, INC.	ANCHOR FLOAT	350.45
HOLIDAY INN-DOWNTOWN	LODGING/MEALS-DIESEL CONFERENCE	830.60
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	12,646.08
IRS	FEDERAL WITHHOLDING	52,327.90
JEO CONSULTING GROUP	PUMP EVAL/FIRE STATION BOUNDARY	1,115.00
CITY EMPLOYEE	VISION REIMBURSEMENT	129.69
JOYCE TREVETT	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	SAFETY BOOTS	150.00

KIRKHAM MICHAEL	DOG CREEK FLOODPLAIN	3,887.00
KRIZ-DAVIS COMPANY	RISER/CONNECTORS/SHRINK TUBE	1,082.90
LAACKE & JOY	CHAIR REPAIRS	120.00
LOREN PARK	ENERGY INCENTIVE	500.00
LUCAS GUBBELS	ENERGY INCENTIVE	376.96
CITY EMPLOYEE	HEALTH REIMBURSEMENT	135.64
MATT SALTZMAN	WIRE SNOWBOX	320.00
MES-MIDAM	BOOTS	632.52
MIRIAN AGUIRRE	TRANSLATION FEE	50.00
JIM PAIGE	ENERGY INCENTIVE	500.00
NE DEPT OF LABOR	CAC BOILER INSPECTIONS	144.00
NE DEPT OF REVENUE	STATE WITHHOLDING	7,619.73
NE DEPT OF ROADS	RIGHT OF WAY-AIRPORT	500.00
NE HARVESTORE	WIPER ARM/BLADE/UTILITY FRAME	238.91
NE MUNICIPAL CLERKS ASSOC	DUES	35.00
NE NEB INS AGENCY INC	INSURANCE	61.00
NE PUBLIC HEALTH	COLIFORM TESTING	741.00
NE SAFETY COUNCIL	SAFETY TRAINING	78.08
NORTHEAST NE PUBLIC POWER	ELECTRICITY	4,923.00
ORIENTAL TRADING CO INC	READING SUPPLIES	91.71
PARTS ENGINEERING CO	GASKET KIT	277.69
CITY EMPLOYEE	HEALTH REIMBURSEMENT	84.37
PITNEY BOWES INC	POSTAGE METER & FOLDER LEASE	648.00
CITY EMPLOYEE	VISION REIMBURSEMENT	77.40
CITY EMPLOYEE	HEALTH REIMBURSEMENT	311.12
PROVIDENCE MEDICAL CENTER	13-14 AMBULANCE SERVICE	10,000.00
PUBLIC POWER ENERGY SERVICE	CONSULTING-BUYING ENERGY	5,171.62
QUILL CORPORATION	OFFICE SUPPLIES	861.90
CITY EMPLOYEES	HEALTH REIMBURSEMENT	52.02
RUTJENS CONSTRUCTION	MILO DRIVE PAVING	186,723.75
SALT CREEK SOFTWARE, INC.	LOAD MANAGEMENT SOFTWARE	1,065.00
SCOT ANDERSON	SHELVES	935.00
SINCLAIR/DAYLIGHT DONUT	TOURNEY CONCESSION SUPPLIES	380.20
SIOUX CITY JOURNAL	SUBSCRIPTION RENEWAL	203.84
SIOUXLAND TURF PRODUCTS	FERTILIZER	1,260.00
STADIUM SPORTING GOODS	T SHIRTS	318.00
STATE NATIONAL BANK	PUBLIC SAFETY BONDS	9,455.00
STATE NATIONAL BANK	LIBRARY PETTY CASH	100.95
STEVE'S PLUMBING	DRAIN REPAIR	187.00
THE GROUNDWATER FOUNDATION	MEMBERSHIP	35.00
THOM OSNES	REISSUE OUTDOOR MOVIE	50.00
TOM'S BODY & PAINT SHOP	ANTENNA MAST/WINDOW REPAIR	222.88
TOP SAFETY	SUBSCRIPTION RENEWAL	138.60
CITY EMPLOYEE	HEALTH REIMBURSEMENT	248.32
TRIVIEW COMMUNICATION	TELEPHONE	270.76
UNITED RENTALS	SCISSOR LIFT	8,250.00
US BANK	TONER/RADIOS/LODGING/EMAIL FILTERING	3,363.02

UTILITIES SECTION	BACKFLOW WORKSHOP	120.00
VERIZON WIRELESS SERVICES	CELL PHONES	352.01
VIAERO	CELL PHONES	271.93
CITY EMPLOYEE	HEALTH REIMBURSEMENT	665.34
VOSS LIGHTING	BULBS	322.72
W.T. COX SUBSCRIPTIONS	MAGAZINE SUBSCRIPTIONS	1,902.83
WAYNE AREA ECONOMIC DEVEL	NOVEMBER 13 CONTRIBUTION	6,383.33
WAYNE COUNTY COURT	BOND	186.50
WAYNE COUNTY TREASURER	TAX & LICENSING	3,332.83
WAYNE RENTALS	TIF - REFUND	5,000.00
WENDY TAAKE	VOLLEYBALL TOURNEY	200.00
WESCO DISTRIBUTION INC	CONDUIT/CABINET/CONNECTORS/TERMINAL	4,398.93
WSC FOUNDATION	SOFTBALL POSTER	100.00

APPLICATION FOR WAYNE'S ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND

LB840 (form approved 07/31/09)

20 13

Application Number:
Date Received <i>10/25/13</i> <i>WB</i>

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION										
Applicant Name: Keith Moje	Name/Business: OCC Builders LLC DBA Otte Construc										
Mailing Address: PO Box 396	Address: 521 South Centennial Road										
NE											
(City) Wayne (State) NE (ZIP) 68787	(City) Wayne (State) NE (Zip) 68787										
Telephone Number: (402) 833-8050	Telephone Number: (402) 375-2180										
Fax Number: _____	Federal Tax ID #/ SS#: _____										
Federal Tax ID Number: _____	Federal Tax ID #/ SS#: _____										
Email Address: kmoje@inebraska.com	Email Address: _____										
3. BUSINESS TYPE	5. FUNDING SOURCES										
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WEDP Funds Requested</td> <td style="width: 40%; text-align: right;">\$ 37,000.00</td> </tr> <tr> <td>Matching Funds</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Other Funds</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total Project Funds</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>(Round amounts to the nearest hundred dollars.)</i></td> </tr> </table>	WEDP Funds Requested	\$ 37,000.00	Matching Funds	\$	Other Funds	\$	Total Project Funds	\$	<i>(Round amounts to the nearest hundred dollars.)</i>	
WEDP Funds Requested	\$ 37,000.00										
Matching Funds	\$										
Other Funds	\$										
Total Project Funds	\$										
<i>(Round amounts to the nearest hundred dollars.)</i>											
4. ASSISTANCE TYPE REQUESTED											
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other _____											

6. PROGRAM SUMMARY: Brief narrative description of the project for which WEDP funds are requested

To rebuild after tornado on October 4, 2013.

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WEDP funds.

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

<i>Keith J. Moje</i>	<i>Keith J. Moje President</i>	<i>10-24-2013</i>
Signature in ink	Typed Name and Title	Date Signed
<i>Tate Nelson</i>	TATE NELSON	<i>10/24/13</i>
Attest	Typed Name and Title	Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:

Wayne Area Economic Development
Wayne Economic Development Program Fund
108 W 3rd St
Wayne, NE 68787
(402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.					
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
TOTAL PROGRAM COSTS					

APPLICANT CERTIFICATIONS

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By: Kiril T. Maja Date: 10-24-2013

If benefiting business/organization is a Corporation, sign below:

By: _____ Date: _____

Tate Nelson

TATE NELSON

10/24/13

Attest

Typed Name/Title

Date

APPLICATION FOR WAYNE'S ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND

Application Number:

Date Received

10/28/13

WB

LB840 (form approved 073109)

2013

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION Applicant Name: <u>IPI</u> Mailing Address: <u>Box 93</u> <div style="text-align: center;"><u>NE</u></div> (City) (State) (ZIP) Telephone Number: <u>402-375-8795</u> Fax Number: Federal Tax ID Number: <u>47-0782264</u> Email Address:	2. PERSON PREPARING APPLICATION Name/Business: <u>PAT GARVIN</u> Address: <u>911 Lloyd Ct.</u> (City) (State) (Zip) Telephone Number: Federal Tax ID # / SS#: XXXXXXXXXX Email Address:
3. BUSINESS TYPE <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other	5. FUNDING SOURCES WEDP Funds Requested: \$ _____ Matching Funds: \$ _____ Other Funds LB 840: \$ <u>10,000</u> Total Project Funds: \$ <u>10,000</u> (Round amounts to the nearest hundred dollars.)
4. ASSISTANCE TYPE REQUESTED <input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other	

6. PROGRAM SUMMARY: Brief narrative description of the project for which WEDP funds are requested

0% loan for building rebuild

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WEDP funds.

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

Pat Garvin PAT GARVIN Pres. 10/28/13
 Signature in ink Typed Name and Title Date Signed

Michelle D. Harder Michelle D. Harder CPA 10/28/13
 Attest Typed Name and Title Date Signed

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:

Wayne Area Economic Development
 Wayne Economic Development Program Fund
 108 W 3rd St
 Wayne, NE 68787
 (402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

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Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.					
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity			10,000		
TOTAL PROGRAM COSTS					

APPLICANT CERTIFICATIONS

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project; and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By: _____ Date: _____

If benefiting business/organization is a Corporation, sign below:

By: Taluck J. Gavin Date: 10/28/13

Michelle D. Harder Michelle D. Harder CPA 10/28/13
 Attest _____ Typed Name/Title _____ Date _____

RESOLUTION NO. 2013-97

A RESOLUTION APPROVING THE FINAL PLAT FOR THE JORGENSEN ADDITION.

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

on November 4, 2013, recommended approval thereof, based upon the following "Findings of Fact":

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of the Jorgensen Addition be approved subject to the recommendations of the Planning Commission and the foregoing "Findings of Fact."

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk

City of Wayne

Blight and Substandard Determination
Study for Area Referred to as the

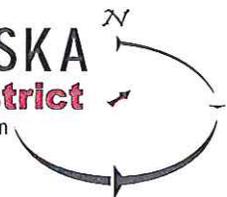
College Hill First Redevelopment Area

October 15, 2013



NORTHEAST NEBRASKA
Economic Development District

Progress Requires Direction



College Hill First Addition

Wayne Blight

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Executive Summary

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

Community Development Law

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

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

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

The Study Area:

The findings in this Study are based on analysis conducted for a location referred to as the "College Hill First Addition-Wayne." The legal description of the area is as follows: beginning at the southeast corner of Lot 20 Block 22 College Hill First Addition; thence continuing north along the west alley right of way of Block 22 and Block 19 to the southeast corner of Lot 12 Block 9 College Hill First Addition; thence continuing east along the north right of way of 12th Street to the southeast corner of Lot 13 Block 9 College Hill First Addition; thence continuing north along the west right of way of Pearl Street to the northeast corner of Lot 4 Block 9 College Hill First Addition; thence continuing east across Pearl Street and the north boundary of Lot 9 Block 10 College Hill First Addition to the northeast corner of Lot 9 Block 10 College Hill First Addition; thence continuing north along the west right of way of the alley of Block 10 to the northeast corner of Lot 1 Block 10 College Hill First Addition; thence continuing west along the north boundary of Lot 1 Block 10 College Hill Addition to the northeast corner of Lot 24 Block 9 College Hill First Addition; thence continuing north along the east boundary of Block 6 to the northeast corner of Block 6 College Hill First Addition; thence continuing east along the north boundary of Block 5 College Hill First Addition to the northeast corner of Block 5 College Hill First Addition; thence continuing south along the east boundary of Blocks 5, 10, and 18 College Hill First Addition (west right of way of Highway 15/Main Street) to the northeast corner of Block 23 College Hill First Addition; thence continuing west along the north boundary of Lot 40 Block 23 College Hill First Addition to the northwest corner of Lot 40 Block 23 College Hill Addition; thence continuing south along the east right of way of the alley of Block 23 College Hill Addition to the southwest corner of Lot 21 Block 23 College Hill First Addition; thence continuing west along the south boundary of Lot 20 Block 23 and Lot 21 Block 22 of College Hill First Addition until reaching the point of beginning at the southeast corner of Lot 20 Block 22 College Hill First Addition.

The area includes:

College Hill First Addition Block 5 and 80'X180' vacated North Pearl Street and abutting blocks 5 and 6, plus to the centerline of adjoining 13th Street.

College Hill First Addition Block 10 including lots 9 through 24, entire alley right of way, and to the centerline of adjoining 12th and Pearl Streets.

College Hill First Addition Block 19 including lots 13 through 24, entire alley right of way, and to the centerline of adjoining Pearl 11th, and 12th Streets.

College Hill First Addition Block 18, entire alley right of way, and to the centerline of adjoining Pearl, 11th, and 12th Streets.

College Hill First Addition Block 22 including lots 1 through 20, entire alley right of way, and center line of adjoining Pearl and 11th Street.

College Hill First Addition Block 23 including lots 21 through 40, entire alley right of way, and to the centerline of adjoining 11th and Pearl Streets.

See Exhibit 1 for map and property list of the College Hill First Addition-Wayne Blight Area.

Findings

Substandard Area Criteria-Documentation of Qualifying Conditions

1) Dilapidation/deterioration

The results of the field survey conducted on September 26, 2013 determined that of the total buildings assessed, 50 of the 65 were given ratings of fair, poor or dilapidated based upon signs of deterioration to the structure. This accounts for 76.9% of the total properties in the redevelopment area. See Exhibit 2.

The factor of Dilapidation or Deterioration ***is a strong presence*** throughout the redevelopment area.

2) Age or obsolescence

An analysis of property records available from the Wayne County Assessor and online <http://www.nebraskaassessorsonline.us/search.aspx?county=Wayne> was conducted to document the age of buildings within the study area. There were 37 buildings with an age listed. The average age of construction was 84.2 years, with all of the buildings over 40 years of age. See Exhibit 3.

The factor of Age or Obsolescence ***is a strong presence*** throughout the redevelopment area.

3) Inadequate provision for ventilation, light, air, sanitation, or open spaces.

A field analysis was conducted on September 26, 2013 determined that there was not a strong presence throughout the redevelopment area.

4) Other conditions

- a. High density of population or overcrowding; or
- b. The existence of conditions which endanger life or property by fire and other causes; or
- c. Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals, or welfare.

A field analysis was conducted on September 26, 2013 determined that there was not a strong presence of these other conditions throughout the redevelopment area.

Blighted Criteria-Documentation of Qualifying Conditions

1) A substantial number of deteriorated or deteriorating structures.

A field analysis was conducted on September 26, 2013 to determine if parcels within the redevelopment area have significant combination of deteriorating factors present. The field survey included a detailed evaluation of the exteriors of the structures.

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

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

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

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

Average: Structure had no substantial signs of building deterioration. However, cosmetic flaws were visible, such as outdated fixtures or very minor paint damage. This would require very little to no cost to sell the building for top dollar.

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

Building Condition	Excellent	Good	Fair	Poor	Dilapidated
Total: 65	0	15	25	18	7

Of the total properties (buildings) assessed, 50 of the 65 were given ratings of fair, poor or dilapidated based upon signs of deterioration to the structure. This accounts for 76.9% of the total properties in the redevelopment area. See Exhibit 3.

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

2) The existence of defective or inadequate street layout.

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

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

The existing lot layout is adequate for existing residential and commercial land uses. The vacant land tracts with development potential can be easily subdivided into appropriate sized lots to accommodate modern residential and commercial buildings.

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

4) Unsanitary or unsafe conditions.

The lack of sidewalks and the presence of deteriorated sidewalks, ramps, streets, curbs and alleys located throughout the study area create unsafe conditions for pedestrian and vehicle traffic. See Exhibit 2.

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

5) Deterioration of site or other improvements.

The field survey evaluated the condition of site improvements. The property in the study area was determined to have fifty structures in deteriorating condition, inadequate sidewalks for pedestrian travel and debris stored outside adjacent to structures. See Exhibit 2.

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

6) Diversity of ownership.

The study area consists primarily of many local residential, land, and business property owners. Property ownership is not a factor which prevents development within the study area.

The study area does not meet the diversity of ownership criteria.

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

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

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

8) Defective or unusual conditions of title.

No defective or unusual conditions of title were identified.

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

9) Improper subdivision or obsolete platting.

The configuration of antiquated narrow lots, in both residential and commercial areas, can inhibit development. The established residential and commercial areas are acceptably platted for current land uses. Future land development must meet the City's subdivision guidelines.

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

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

Field analysis conducted on September 26, 2013 determined that there is not a predominance of conditions that endanger life or property by fire or other causes.

The study area does not meet the existence of conditions that endanger life or property by fire and other causes criteria.

11) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime and is detrimental to the public health, safety, morals, or welfare in its present condition and use.

Field analysis conducted on September 26, 2013 determined that there are not conditions present which would qualify the study area to meet this subjective qualifying condition.

The study area does not meet the existence of a combination of other factors which are detrimental to the public health, safety, morals, or welfare in its present condition and use.

12) Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exist;

i) Unemployment.

Wayne County had a August 2013 unemployment rate of 3.4%. Nebraska had an unemployment rate of 3.8% and the United States had a rate of 7.3%.

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

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

There are 37 commercial and residential structures within the redevelopment area which have dates of construction listed at the Wayne County Assessor's office. The average age for the properties in the area is 84.2 years. See Exhibit 3.

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

iii) Unimproved land

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

iv) Per capita income.

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

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

v) Population.

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

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

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

Conclusion

The purpose of this study is to determine if all or part of the designated study area is sub-standard and blighted. In order to make the determination of substandard and blighted, state statute establishes a series of criteria.

The Nebraska Community Development law identifies six factors substandard factors. A review of Wayne County Assessor property data and site inspection of the College Hill First Addition-Wayne blight area by NENEDD staff identified a presence of two substandard factors

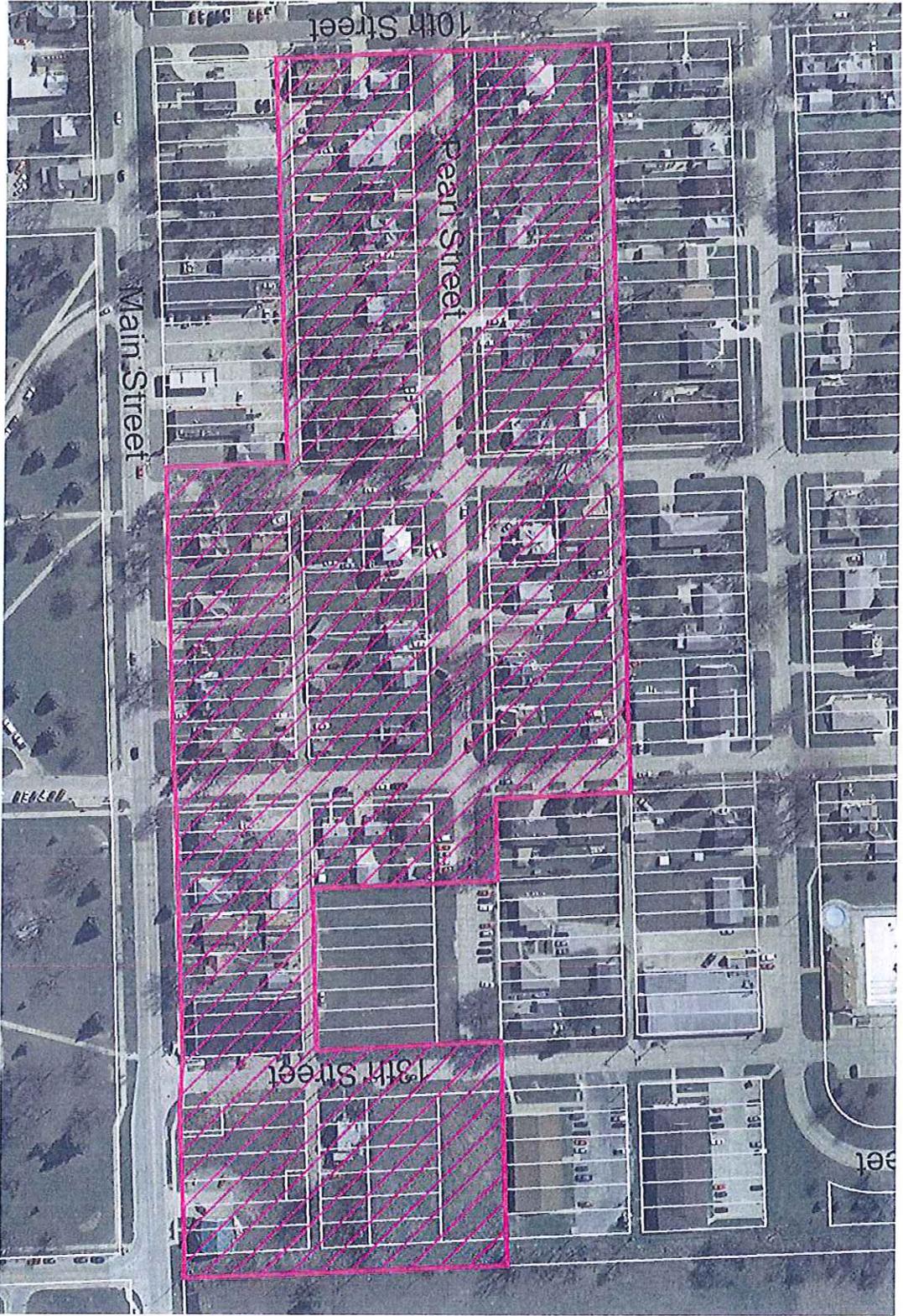
- 1) Dilapidation/deterioration
- 2) Age or obsolescence

The Nebraska Community Development law identifies twelve blight factors. A review of Wayne County Assessor property data and site inspection of the College Hill First Addition-Wayne Blight area by NENEDD staff identified a presence of five blight factors. If the area met one least one of the first eleven qualifying requirements, it would then be subject to review of item twelve in order to determine if the area meets at least one of the other five conditions required within the statute. In this instance, it has been determined that the Blighted criteria of the following have been met:

- 1) A substantial number of deteriorated or deteriorating structures,
- 4) Unsanitary or unsafe conditions,
- 5) Deterioration of site or other improvements,
- 12) (ii) Average age of residential or commercial units in the area. The qualifying condition is an average age that is at least forty (40) years old.

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

College Hill First Addition-Wayne Blight



Wayne - "College Hill First" Redevelopment Area



- Deterioration



- Deteriorating roof



Wayne - "College Hill First" Redevelopment Area

- Deteriorating structure



- Debris



EXHIBIT 2

Wayne - "College Hill First" Redevelopment Area



- Cracked/deteriorating pavement
- Overgrown pathways



EXHIBIT 2

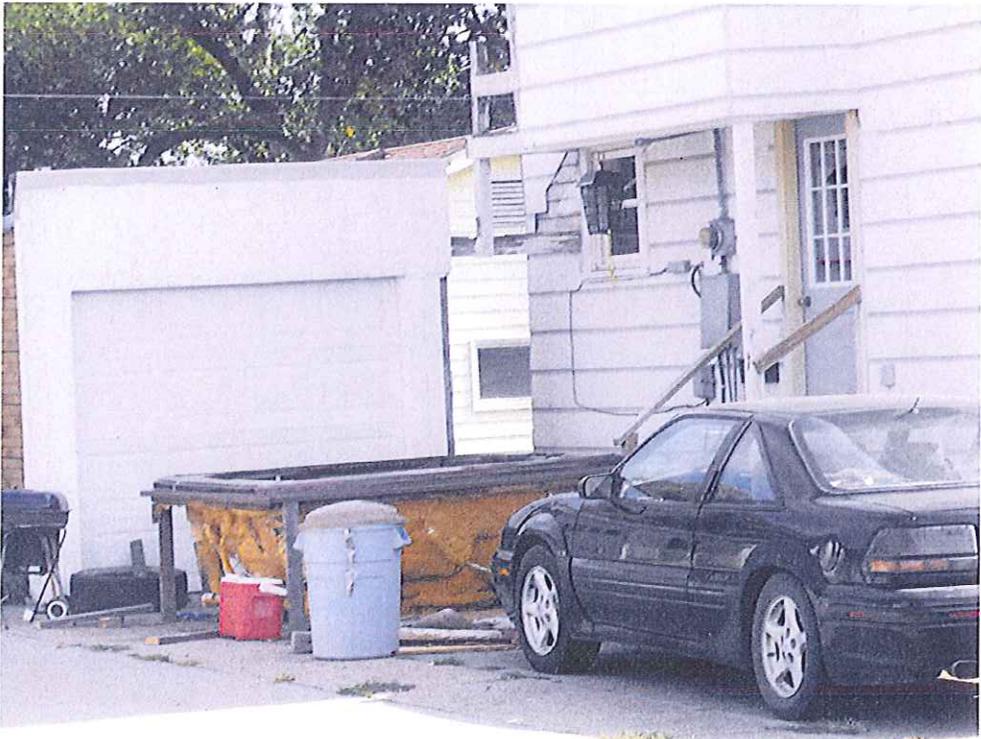
Wayne - "College Hill First" Redevelopment Area



- Peeling paint
- Deteriorating structure - roof & framework



- Debris



Wayne - "College Hill First" Redevelopment Area



- Crumbling foundation



- Deteriorating siding



Wayne - "College Hill First" Redevelopment Area



- Broken/missing panels on outstructure



- Debris



Wayne - "College Hill First" Redevelopment Area



Deteriorating structure



Insufficient drainage



Outdated windows

Wayne - "College Hill First" Redevelopment Area

- Unpaved parking lot



RESOLUTION NO. 2013-112

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

WHEREAS, it is desirable and in the public interest that the City of Wayne, Nebraska, a Municipal Corporation and City of the First Class, undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

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

WHEREAS, the City, in accordance with the Laws of the State of Nebraska applicable to cities, has duly prepared and approved a general plan for the development of the City known as its Comprehensive Plan, all as required by Section 18-2110 of the Act; and

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

WHEREAS, this Council has held a public hearing, after notice as required by Sections 18-2109 and 18-2115 of the Act and has received and duly considered evidence relating to the present condition of the areas as shown and described in the Study; and

WHEREAS, Section 18-2109 of the Act required that, prior to the preparation by the City of a redevelopment plan for a redevelopment project, this Council as governing body of the City, by Resolution, finds and determines that the area is a substandard and blighted area as defined in the Act and in need of redevelopment; and

WHEREAS, the evidence demonstrates that said area, as shown and described in the Study, constitutes a substandard and blighted area as defined in the Act, which area is in need of redevelopment.

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

1. That it is hereby found and determined that the area shown and described on Attachment "A" constitutes a substandard and blighted area as defined by Section 18-2103 of the Act and that said area is in need of redevelopment.
2. That it is hereby found and determined that a substandard and blighted condition exists as set forth and discussed in the Study.
3. That such substandard and blighted condition is beyond the remedy and control solely by regulatory process and the exercise of police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by the Community Development Law. The elimination of said substandard and blighted condition under the authority of the Community Development Law is found to be a public purpose and in the public interest.
4. That it is hereby found and determined that said area is an eligible site for an urban redevelopment project under the provisions of Chapter 18, Article 21, Nebraska Revised Statutes of 2013, as amended.
5. That the City Clerk is directed to publish notice, according to law, inviting proposals from developers for the redevelopment of the area described on Attachment "A".

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By: _____
Council President

ATTEST:

City Clerk

**COMMUNITY DEVELOPMENT AGENCY MINUTES
OCTOBER 1, 2013**

Councilmember Ley made a motion, which was seconded by Councilmember Muir, 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 17, 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:

Pieper & Miller – Closing Costs for Herman/Western Ridge Lot - \$750.00

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.

Discussion took place in regard to amending the Western Ridge II Planned Unit Development and NAHTF Grant New Construction Project document. The proposed amendments to said document would be (1) to take out the requirement of what the maximum purchase price of the home can be and (2) having to comply with the most recent national energy code requirement.

Member Giese made a motion, which was seconded by Member Greve, to amend the Western Ridge II Planned Unit Development and NAHTF Grant New Construction Project document, as presented. 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 the East Half of Lot 7 and the South 40 Feet of the East Half of Lot 8, Block 11, North Addition to the City of Wayne, Wayne, County, Nebraska (Sebade Housing, LLC).

Chad Sebade was present to answer questions and stated he plans to demolish a house at 220 E. 4th Street and construct a tri-plex apartment building thereon. He is requesting \$40,000 in tax increment financing.

Administrator Johnson advised the CDA that these redevelopment plans can be amended in the future (once the bond has been paid off) to recapture unused tax increment financing funds which can then be used for some other improvement in that TIF/blighted & substandard neighborhood.

Member Chamberlain introduced CDA Resolution 2013-13 and moved for its approval; Member Sievers seconded the motion.

CDA RESOLUTION NO. 2013-13

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

In response to Member Eischeid's inquiry, Mr. Sebade stated he was going to possibly put stone on the front of the structure to dress it up a little bit.

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

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

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

CDA RESOLUTION NO. 2013-14

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT
CONTRACT AND PLAN FOR WAYNE RENTALS, LLC; AND APPROVAL OF
RELATED ACTIONS.**

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"), received a proposal 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; and

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 WAYNE RENTALS, LLC.
2. The Agency has conducted a cost benefit analysis of the project, provided in the "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 5th day of November, 2013.

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

ATTEST:

By: _____
Chair

By: _____
Clerk

EXHIBIT "A"

REDEVELOPMENT CONTRACT

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 5th day of November, 2013, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Wayne Rentals, 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" mean the holders of Bonds issued by the Agency from time to time outstanding.

Bonds" or "Series 2014 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (Wayne Rentals, LLC, Project) , Series 2014.

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

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

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

"Project Costs" means only costs or expenses incurred by Developer to acquire, clear and prepare the site for Project redevelopment pursuant to the Act, including demolition of existing structures on the site and for improvements to the public right-of-way as set forth on attached Exhibit C.

"Redevelopment Contract" means this redevelopment contract between Agency

and Developer dated November 5, 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 November 5, 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 Constructions and Interpretation.

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

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

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

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

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

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

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular

paragraph, section or subsection, unless the context specifically refers thereto.

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Agency.

Agency makes the following representations and findings:

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

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

(c) The Redevelopment Contract is feasible and in conformity with the general plan

for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act;

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

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

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

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

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

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

Section 2.02 Representations of Developer.

Developer makes the following representations:

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

property or assets of the Developer contrary to the terms of any instrument or agreement.

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

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

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

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

ARTICLE III OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

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

Section 3.02 Issuance of Series 2014 A Bonds.

Agency on or about February 1, 2014, will issue its Series 2014 A Bonds in the aggregate principal amount of approximately \$250,000.00, which shall be payable in accordance with the resolution of the Agency authorizing its issuance, bearing interest at Six percent (6.0%) per annum (Series 2014 A Bonds). The Series 2014 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 2014 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 2014 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, install terrace parking and sidewalks in the public right-of-way and construct four apartment buildings with a total of 34 units, including the installation of all equipment necessary for the operation of the apartment buildings, as shown on Exhibit B 1 attached hereto.

The project shall be built over a period of 4 years, with the at least an 8 unit apartment building constructed each year commencing in 2013.

Section 4.02 Purchase of Series 2014 A Bonds.

Developer will purchase the Series 2014 A Bonds or provide for the purchase of the Series 2014 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 \$1,800,000.00 no later than as of January 1, 2018. During the period that any Bonds are outstanding, Developer will (1) not protest a real estate property valuation on the Premises of \$1,800,000.00 after January 1, 2018 or less; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent

during the term that any Bonds are outstanding.

Section 4.06 Payment in Lieu of Taxes.

Developer agrees to make payments in lieu of taxes in an amount equal to the principal of and interest on the Series 2014 A Bonds as the same fall due as and to the extent not fully paid from TIF Revenues, immediately upon receipt of notice from Agency, if for any reason at any time TIF Revenues received by the Agency are not sufficient to pay principal and interest on the Series 2014 A Bonds when due. This payment in lieu of obligation may be represented by a note or other evidence of indebtedness, at the request of the Agency.

Section 4.07 Payment of Costs.

Developer will pay for all costs incurred for legal expenses and costs of bond issuance regarding this contract and the Redevelopment Plan.

Section 4.08 Additional Signatures.

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

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Developer.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by either

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

Section 6.02 Additional Remedies of Agency.

In the event that:

(a) Developer, or its successor in interest, shall fail to substantially complete one 8 unit apartment building on the Project site on or before December 31, 2014, and an additional 8 unit apartment building on the Project site for each calendar year for the year 2015, 2016 and 2017, 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 of rescission or termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Enforced Delay Beyond Party's Control.

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

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

Section 6.05 Limitation of Liability; Indemnification.

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

Developer will indemnify and hold each of the Agency and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless

from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Developer, whether or not related to the Project, or resulting from or in any way connected with the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

Section 7.03 Binding Effect; Amendment.

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

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

EXHIBIT A
DESCRIPTION OF PREMISES
(REDEVELOPMENT AREA)

The East 60 feet of Lots 1, 2, 3, 4, 5, and 6, Block 5, College Hill Addition to Wayne, also referred to as College Hill First Addition to Wayne, Wayne County, Nebraska.

The West 90 feet of Lots 1, 2, 3, 4, 5, and 6, Block 5, College Hill Addition to Wayne, also referred to as College Hill First Addition to Wayne, Wayne County, Nebraska.

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

EXHIBIT B

DESCRIPTION OF PROJECT AND DEVELOPERS REDEVELOPMENT PLAN FOR WAYNE RENTALS 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 current structure on the site. Demolition will not occur until the last apartment unit is to be constructed. This project is one that, subject to assistance from the Agency, will result in the construction of four apartment buildings with off street terrace parking. Three of the apartment buildings will be eight units with one ten unit building. One unit will be constructed each year for the next four years, with completion by December 31, 2018.

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

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 single family residence. This project will result in a 34 unit four building apartment complex.

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

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

3. Relationship of Plan to Local objectives for community facilities: This plan is part of a redevelopment scheme that will provide reutilization of lots that held an outdated single family residence and provide new modern multi family rental residential facility.
4. Redevelopment project boundaries: Exhibit B1 to the Redevelopment Contract shows the boundaries of the project.
5. Proposed land use plan: Exhibit B1 also shows the proposed land use plan after redevelopment.
6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will increase for the area based on the number of families that will be able to live in this new facility. Each apartment will have at least 2 bedrooms, so population density could be as high as 64 in the new facility. Building coverage will increase as shown on Exhibit B1.
7. Statement regarding change in street layouts: This Plan proposes no changes in street and utility layout. The Developer will install terrace parking on the public right-of-way.
8. Site plan after redevelopment: Exhibit B1 is an accurate site plan of the redevelopment project after redevelopment.
9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: No additional public utilities required to support the proposed use.
10. Public cost/benefit analysis: This plan requires that the Developer will own, construct and equip a four building apartment complex. No public funds, other than the tax increment financing benefit, will be used on the structure, or to provide any of the necessary equipment.

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

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

The project does not contemplate any activity that would result in tax shifts. The project would tend to provide student housing at the college. Since that population is already existent, no additional population load or public service load is contemplated.

No employers or employees are located in the redevelopment area. Therefore, no impact is contemplated as a result of this project.

Public infrastructure is in place to support this project. Additional parking will be required, however, a portion of the grant from TIF proceeds will be used to install terrace parking on public right-of-way without additional burden on the city.

No other negative cost impacts have been identified.

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. Said taxes 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.

Exhibit B-1

(Attach copy of site map)

Exhibit C

(Project Eligible Expenses)

Site Acquisition
Site Preparation
Demolition
Storm drains
Plan preparation
Landscaping
Utility extensions
Parking lot and sidewalks on public right-of-way

RESOLUTION NO. 2013-13

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

WHEREAS, the City of Wayne, Nebraska, a municipal corporation 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 Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised 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 area of the City to be blighted and substandard and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Development Agency of the City of Wayne, Nebraska (the “Agency”) received 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 hereto 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 authorized 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 established in the bond resolution related to the project redevelopment contract as to the following described real estate, to wit:

The East 60 feet of Lots 1, 2, 3, 4, 5, and 6, Block 5, College Hill Addition to Wayne, also referred to as College Hill First Addition to Wayne, Wayne County, Nebraska.

The West 90 feet of Lots 1, 2, 3, 4, 5, and 6, Block 5, College Hill Addition to Wayne, also referred to as College Hill First Addition to Wayne, Wayne County, Nebraska.

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

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 Mayor 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 bond resolution related to the Redevelopment Contract and Redevelopment Plan.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

Beginning at the southeast corner of Lot 20, Block 22, College Hill First Addition; thence continuing north along the west alley right of way of Block 22 and Block 19 to the southeast corner of Lot 12, Block 9, College Hill First Addition; thence continuing east along the north right of way of 12th Street to the southeast corner of Lot 13, Block 9, College Hill First Addition; thence continuing north along the west right of way of Pearl Street to the northeast corner of Lot 4, Block 9, College Hill First Addition; thence continuing east across Pearl Street and the north boundary of Lot 9, Block 10, College Hill First Addition to the northeast corner of Lot 9, Block 10, College Hill First Addition; thence continuing north along the west right of way of the alley of Block 10 to the northeast corner of Lot 1, Block 10, College Hill First Addition; thence continuing west along the north boundary of Lot 1, Block 10, College Hill Addition to the northeast corner of Lot 24, Block 9, College Hill First Addition; thence continuing north along the east boundary of Block 6 to the northeast corner of Block 6 College Hill First Addition; thence continuing east along the north boundary of Block 5 College Hill First Addition to the northeast corner of Block 5 College Hill First Addition; thence continuing south along the east boundary of Blocks 5, 10, and 18 College Hill First Addition (west right of way of Highway 15/Main Street) to the northeast corner of Block 23 College Hill First Addition; thence continuing west along the north boundary of Lot 40, Block 23, College Hill First Addition to the northwest corner of Lot 40, Block 23, College Hill Addition; thence continuing south along the east right of way of the alley of Block 23 College Hill Addition to the southwest corner of Lot 21, Block 23, College Hill First Addition; thence continuing west along the south boundary of Lot 20, Block 23, and Lot 21, Block 22, of College Hill First Addition until reaching the point of beginning at the southeast corner of Lot 20, Block 22, College Hill First Addition.

The study area identified on the above map includes portions of the following properties:

College Hill First Addition Block 5 and 80'X180' vacated North Pearl Street and abutting Blocks 5 and 6, plus to the centerline of adjoining 13th Street.

College Hill First Addition Block 10, including Lots 9 through 24, entire alley right of way, and to the centerline of adjoining 12th and Pearl Streets.

College Hill First Addition Block 19, including Lots 13 through 24, entire alley right of way, and to the centerline of adjoining Pearl 11th, and 12th Streets.

College Hill First Addition Block 18, entire alley right of way, and to the centerline of adjoining Pearl, 11th, and 12th Streets.

College Hill First Addition Block 22, including Lots 1 through 20, entire alley right of way, and center line of adjoining Pearl and 11th Street.

College Hill First Addition Block 23, including Lots 21 through 40, entire alley right of way, and to the centerline of adjoining 11th and Pearl Streets.

EXHIBIT B

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

ORDINANCE NO. 2013-50

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Section 1. The City of Wayne does hereby find and declare that the following described real estate:

The boundary for land proposed for annexation is described as: Commencing at the southwest corner of Lot 1 of Kardell Industrial Park No. 2 Subdivision; thence northerly along the west line of Lot 1 of Kardell Industrial Park No. 2 Subdivision to the north side of Summerfield Drive; thence easterly along the north side of Summerfield Drive to the northwest corner of Lot 2 of Kardell Industrial Park No. 2 Subdivision; thence easterly along the north line of Lot 2 of Kardell Industrial Park No. 2 Subdivision to the west line of Lot 3 of Kardell Industrial Park No. 2 Subdivision; thence northerly along the west line of Lot 3 of Kardell Industrial Park No. 2 Subdivision to the northwest corner of Lot 3 of Kardell Industrial Park No. 2 Subdivision; thence easterly along the north line of Lot 3 of Kardell Industrial Park No. 2 Subdivision to the centerline of the Logan Creek; thence northerly and easterly along the centerline of the Logan Creek to the north line of Section 8, T26N, R4E; thence easterly along the north line of Section 8, T26N, R4E, to the northeast corner of Section 8, T26N, R4E; thence southerly along the east line of Section 8, T26N, R4E to the northeast corner of Section 17, T26N, R4E; thence southerly along the east line of Section 17, T26N, R4E, to the south side of State Highway 35; thence westerly along the south side of State Highway 35 to a point perpendicular to the centerline of Highway 35 that is adjacent to the southeast corner of Tax Lot 14 in the SW $\frac{1}{4}$ of Section 8, T26N, R4E; thence northerly along the east side of Tax Lot 14 in the SW $\frac{1}{4}$ of Section 8, T26N, R4E, to the northeast corner of Tax Lot 14 in the SW $\frac{1}{4}$ of Section 8, T26N, R4E; thence northerly to the southeast corner of Tax Lot 11 in the SW $\frac{1}{4}$ of Section 8, T26N, R4E; thence northerly along the east side of Tax Lot 11 in the SW $\frac{1}{4}$ of Section 8, T26N, R4E to the northeast corner of Tax Lot 11 in the SW $\frac{1}{4}$ of Section 8, T26N, R4E; thence northerly and westerly along the west side of Industrial Drive to the southeast corner of Lot 1 of 2nd Replat of Tompkins Industrial Tract #1 Subdivision; thence westerly along the south line of Lot 1 of 2nd Replat of Tompkins Industrial Tract #1 Subdivision to the southwest corner of Lot 1 of 2nd Replat of Tompkins Industrial Tract #1 Subdivision; thence northerly along the west line of Lot 1 of 2nd Replat of Tompkins Industrial Tract #1 Subdivision to the northwest corner of Lot 1 of 2nd Replat of Tompkins Industrial Tract #1 Subdivision; thence southerly along the east side of Lot 1 of Kardell Industrial Park No. 2 Subdivision to the southeast corner of Lot 1 of Kardell Industrial Park No. 2 Subdivision; thence westerly to the point of

beginning at the southwest corner of Lot 1 of Kardell Industrial Park No. 2
Subdivision.

is immediately adjoining and contiguous to the corporate limits of the City of Wayne, Nebraska.

Section 2. The above described real estate is annexed to the City of Wayne, Nebraska,
and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to
Section 19-916 (R.R.S. 1943).

Section 3. The corporate limits of the City of Wayne, Nebraska, are hereby extended to
include said real estate.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED this ____ day of _____, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2013-114

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND KENNETH JORGENSEN TO COMPLETE A TAX INCREMENT FINANCING AGREEMENT.

WHEREAS, the Wayne City Council is desirous of entering into a Memorandum of Understanding with Kenneth Jorgensen to complete a tax increment financing agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Memorandum of Understanding between the City of Wayne and Kenneth Jorgensen be accepted as recommended, and the Mayor/Council President is authorized and directed to execute said Memorandum of Understanding on behalf of the City.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

RESOLUTION NO. 2013-115

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND BRECK GIESE TO COMPLETE A TAX INCREMENT FINANCING AGREEMENT.

WHEREAS, the Wayne City Council is desirous of entering into a Memorandum of Understanding with Breck Giese to complete a tax increment financing agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Memorandum of Understanding between the City of Wayne and Breck Giese be accepted as recommended, and the Mayor/Council President is authorized and directed to execute said Memorandum of Understanding on behalf of the City.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

RESOLUTION NO. 2013-116

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #1 FOR ADDITIONAL PROFESSIONAL SERVICES BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES FOR THE "CHIEF'S WAY SANITARY SEWER PROJECT."

WHEREAS, the Wayne City Council, on November 6, 2012, approved a Letter Agreement with Olsson Associates for professional services regarding the "Chief's Way Sanitary Sewer Project"; and

WHEREAS, Letter Agreement Amendment #1, which is attached hereto, shall amend and become a part of said Letter Agreement approved on November 6, 2012; and

WHEREAS, for the additional scope of services set forth in said amendment, the City agrees to pay Olsson Associates a fixed fee of \$2,800 for the water main design and compensation for additional construction management as outlined in said amendment; and

WHEREAS, staff recommendation is to accept said proposal of Olsson Associates.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Letter Agreement - Amendment #1 between the City of Wayne and Olsson Associates for the "Chief's Way Sanitary Sewer Project" be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

LETTER AGREEMENT AMENDMENT #1

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated October 23, 2012 between City of Wayne, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION

Project Description: Chief's Way Sanitary Sewer

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

- I. Water Main Design (Chief's Way)
 - a. Plan and Profile
 - b. HHS Review Submittal
 - c. Quantities/Estimates
 - d. Quality Review

- II. Additional Construction Management
 - a. Coordination with the City
 - b. Additional project management for work extension
 - c. Water main staking
 - d. Council meeting attendance, upon request
 - e. Calculations of Assessments

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Compensation for Water Main Design (Chief's Way) shall be a fixed fee of Two Thousand Eight Hundred Dollars (\$2,800). Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Compensation for Additional Construction Management shall be the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with Rate Schedule date October 23, 2012 attached to the original Contract Amendment. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson.

OLSSON ASSOCIATES, INC.

By  _____
Rodney L. Hanson

By  _____
Chad P. Kehrt

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Wayne, Nebraska

By _____

Name _____

Title _____

Dated: _____

If different from above,

Client's Designated Project Representative

O:\AGREEMENTS\LETTER AGREEMENT\AMENDMENT.DOC

RESOLUTION NO. 2013-117

A RESOLUTION OF THE CITY OF WAYNE ESTABLISHING WATER HOOK-UP FEES FOR THE "CHIEF'S WAY WATER MAIN EXTENSION PROJECT."

WHEREAS, Section 18-2123 R.R.S provides that a Development Agency may acquire undeveloped land when the same is essential to the proper clearance or redevelopment of an area; and

WHEREAS, the governing body of the City of Wayne has determined that the areas to be served by the existing and future city water main extension described herein is necessary for the proper economic development of an area within the two-mile zoning jurisdiction of the City of Wayne; and

WHEREAS, the governing body has determined that it is in the best interests of the City and the Agency to extend water service to the areas described; and

WHEREAS, this water main extension will also front other properties that will benefit from this utility extension; and

WHEREAS, a utility extension district is not created to finance these extensions; and

WHEREAS, this water main extension will be owned and maintained in perpetuity by the City of Wayne; and

WHEREAS, the City desires to reimburse the City of Wayne Water Utility System fairly and completely for the water main extensions herein described and constructed with City Water Utility funds; and

WHEREAS, the City desires to establish water hook-up fees for the Chief's Way Water Main Extension based on a fair and equitable allocation of the costs of the "Chief's Way Water Main Extension" herein described.

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

Section 1. The governing body of the City of Wayne adopts the LF (linear feet of property frontage) method in Attachment A, CHIEF'S WAY WATER MAIN EXTENSION HOOK-UP FEES and HOOK-UP FEE CALCULATION FORMULA as calculated by Olsson Associates, to be

used to determine the water hook-up fees for all properties to be served by the Chief's Way Water Main Extension.

Section 2. The City Clerk will attach a copy of this signed Resolution with the title of each real estate property located east of Centennial Road South.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

	Construction	Engineering	Total
Force Main (Total)	\$23,910.00	\$6,151.33	\$20,061.33
Lift Station (Total)	\$110,754.85	\$28,493.92	\$139,248.77
Gravity Main and Manholes (Constructed Kardiell)	\$44,385.00	\$11,418.94	\$55,803.94
Gravity Main and Manholes (Constructing Chiefs)	\$126,910.00	\$20,561.60	\$147,471.60
Gravity Main Remaining South of Chiefs (Estimated)	\$0.00	\$0.00	\$0.00
total	\$305,959.85	\$66,625.79	\$372,585.64

Force Main per LF of Frontage	\$4.25
Lift Station per LF of Frontage	\$19.68
Gravity Constructed per LF of Frontage	\$28.72
Gravity Remaining per LF of Frontage	\$0.00



	Frontage (LF)	Based on LF Force Main	Based on LF Lift Station	Based on LF Gravity Constructed	Based on LF Gravity Remaining	Based on LF Hook-Up Fee
Capital Investment Group Inc. (Constructed)	393.11	\$1,669.86	\$7,735.05	11,291.63	0.00	\$20,656.54
Capital Investment Group Inc. (Constructed)	100.00	\$424.78	\$1,967.65	2,872.39	0.00	\$5,264.82
Robert Surber (Constructed)	702.80	\$2,985.37	\$13,828.68	20,187.12	0.00	\$37,001.17
Restful Knights, Inc (Constructed)	258.66	\$1,077.50	\$4,991.15	7,286.09	0.00	\$13,354.75
Milo Meyer (Lot 3, 2nd Replat of Tompkins Industrial Tract #1 Subdivision)	260.53	\$1,106.68	\$5,126.33	7,483.43	0.00	\$13,716.44
Milo Meyer (Lot 4, 2nd Replat of Tompkins Industrial Tract #1 Subdivision)	196.94	\$836.56	\$3,875.10	5,656.88	0.00	\$10,368.54
Lot 4, Kardiell Industrial Park Subdivision	815.89	\$3,465.75	\$16,053.90	23,435.50	0.00	\$42,955.15
S&M Liquid Tire Fill, Inc.	203.67	\$865.15	\$4,007.52	5,850.19	0.00	\$10,722.86
Kenneth & Karen Marra	315.28	\$1,339.25	\$6,203.62	9,056.06	0.00	\$16,998.93
Plant Market	306.19	\$1,300.64	\$6,024.76	8,794.96	0.00	\$16,120.36
Grossenberg	1,410.01	\$5,989.46	\$27,744.13	40,500.92	0.00	\$74,234.51
Lot 1, Logan Valley Industrial Park	217.00	\$921.78	\$4,269.81	6,233.08	0.00	\$11,424.66
Lot 2, Logan Valley Industrial Park	200.00	\$849.56	\$3,935.31	5,744.77	0.00	\$10,529.64
Lot 3, Logan Valley Industrial Park	200.00	\$849.56	\$3,935.31	5,744.77	0.00	\$10,529.64
Lot 4, Logan Valley Industrial Park	200.00	\$849.56	\$3,935.31	5,744.77	0.00	\$10,529.64
Lot 5, Logan Valley Industrial Park	302.18	\$1,283.61	\$5,945.86	8,679.77	0.00	\$15,909.24
Lot 6, Logan Valley Industrial Park	302.63	\$1,285.52	\$5,954.71	8,692.70	0.00	\$15,932.93
Lot 7A, Logan Valley Industrial Park	197.00	\$836.82	\$3,876.28	5,658.60	0.00	\$10,371.70
Lot 8, Logan Valley Industrial Park	100.00	\$424.78	\$1,967.65	2,872.39	0.00	\$5,264.82
Lot 9, Logan Valley Industrial Park	200.00	\$849.56	\$3,935.31	5,744.77	0.00	\$10,529.64
Lot 10, Logan Valley Industrial Park	200.00	\$849.56	\$3,935.31	5,744.77	0.00	\$10,529.64
Future extension south of Chief's Way	0.00	\$0.00	\$0.00	0.00	0.00	\$0.00
Total	7,076.89	\$30,061.33	\$139,248.77	\$203,275.54	\$0.00	\$372,585.64

RESOLUTION NO. 2013-118

A RESOLUTION OF THE CITY OF WAYNE ESTABLISHING SEWER HOOK-UP FEES FOR THE "CHIEF'S WAY SANITARY SEWER EXTENSION PROJECT."

WHEREAS, Section 18-2123 R.R.S provides that a Development Agency may acquire undeveloped land when the same is essential to the proper clearance or redevelopment of an area; and

WHEREAS, the governing body of the City of Wayne has determined that the areas to be served by the existing and future city sanitary sewer extension described herein is necessary for the proper economic development of an area within the two-mile zoning jurisdiction of the City of Wayne; and

WHEREAS, the governing body has determined that it is in the best interests of the City and the Agency to extend sanitary sewer service to the areas described; and

WHEREAS, this sanitary sewer extension will also front other properties that will benefit from this utility extension; and

WHEREAS, a utility extension district is not created to finance these extensions; and

WHEREAS, this sanitary sewer extension will be owned and maintained in perpetuity by the City of Wayne; and

WHEREAS, the City desires to reimburse the City of Wayne Sewer Utility System fairly and completely for the sanitary sewer extensions herein described and constructed with City Sewer Utility funds; and

WHEREAS, the City desires to establish sewer hook-up fees for the Chief's Way Sanitary Sewer Extension based on a fair and equitable allocation of the costs of the "Chief's Way Sanitary Sewer Extension" herein described.

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

Section 1. The governing body of the City of Wayne adopts the LF (linear feet of property frontage) method in Attachment A, CHIEF'S WAY SANITARY SEWER EXTENSION HOOK-UP FEES and HOOK-UP FEE CALCULATION FORMULA as calculated by Olsson Associates,

to be used to determine the sanitary sewer hook-up fees for all properties to be served by the Chief's Way Sanitary Service Extension.

Section 2. The City Clerk will attach a copy of this signed Resolution with the title of each real estate property located east of Centennial Road South.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

RESOLUTION NO. 2013-119

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH JEO CONSULTING GROUP, INC., FOR THE DESIGN, BIDDING, CONSTRUCTION AND POST CONSTRUCTION PHASE SERVICES RELATED TO THE HIGHWAY 35/TOMAR DRIVE/HILLSIDE DRIVE TRAIL RELOCATION PROJECT.

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

WHEREAS, City staff has evaluated said proposal and is recommending that JEO Consulting Group, Inc., be approved as the engineer on the project for \$4,500.00 (hourly, not to exceed); and

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

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

BE IT FURTHER RESOLVED that the Mayor be, and he hereby is instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with said firm for the work proposed.

PASSED AND APPROVED THIS 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk



October 28, 2013

City of Wayne
Joel Hansen
306 Pearl Street
Wayne, Nebraska 68787-0008

RE: Wayne, Nebraska
Highway 35 /Tomar Drive / Hillside Drive Trail Relocation

Dear Joel:

Attached as Exhibit "A" is a detailed scope of services for the design, bidding, construction and post construction phase services related to the above referenced project.

Troy Johnston will be the Project Manager on this project and we are assuming you will be the designated representative for JEO to work with that has authority to give direction and act on the City's behalf during the project.

JEO will carry general and professional liability insurance during the project to cover our negligent acts, errors and omissions. If you desire a greater degree of coverage than we generally carry, please inform us immediately so that we may negotiate the same.

We will invoice for services to date. Invoices are due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% annum. Payments will be credited first to interest, then principal.

All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

To comply with State Law the following provision has been added to this letter agreement: Engineer shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employee physically performing services within the State of Nebraska. Engineer shall require the same of each subcontractor.

If acceptable, please return one signed copy of this agreement to our office. If you have any questions, please feel free to contact me.

ACCEPTED:

Engineer:



Troy Johnston
JEO Consulting Group, Inc.

10-29-13

Date

Owner:

City of Wayne, Nebraska

Date

EXHIBIT "A"

**Hillside Drive/ Highway 35 Access
Wayne, NE**

Project Description: The project will consist of design of an 8' wide concrete trail located along the East side of Tomar Drive and the north and south side of Highway 35 (see attached map, trail location indicated in Pink) The new trail will serve as a replacement for the current trail in the area. Plans will comply with the NDOR specifications so that the City of Wayne can receive a permit to construct said sidewalk. Modifications to the existing sidewalk near the new driveway access shall consist of only that needed to tie back into the existing sidewalks. It is assumed that the existing ditch in this area will be enclosed to allow for construction of the trail.

Design Phase:

- A. Prepare plans including:
 - Construction Plans
 - Special Details
 - Pavement markings and signage plan
- B. Prepare final plans, project special provisions, specifications, and opinion of construction cost
- C. Coordinate with the NDOR
- D. Quality Assurance/Quality Control of plans and specifications during the design of the project
- E. Review Final Plans and Specifications with City Officials for approval (via phone)

Additional Services (not included, negotiated as needed)

- A. Meetings – on-site meetings are not included as part of this scope of services.
- B. NDOR Permit Services
- C. Services related to the old trail and relocation thereof
- D. Bidding Documents / Services
- E. Construction phase services

Tentative Project Schedule:

Final Design Plans Complete

30 days after notice to proceed

Fee Schedule:

Design \$ 4,500 (Hourly, Not to Exceed)

RESOLUTION NO. 2013-120

A RESOLUTION OF THE LB840 ECONOMIC DEVELOPMENT PLAN OF THE CITY OF WAYNE, NEBRASKA, AUTHORIZING THE BORROWING OF FUNDS FROM THE CITY OF WAYNE ELECTRIC FUND, WAYNE, NEBRASKA.

WHEREAS, Section 4 of the LB840 Economic Development Plan provides authority to issue bonds pursuant to the Act subject to City Council approval; and

WHEREAS, the City has determined that it is in the best interest of the LB840 Economic Development Fund to borrow said funds from the City of Wayne Electric Fund.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the LB840 Economic Development Fund shall borrow from the City of Wayne Electric Fund the amount of \$500,000.00 at 3% interest, payable in equal payments over a period of seven years, and that the Mayor of the City of Wayne, Nebraska, is authorized and directed to execute on behalf of the City of Wayne, Nebraska, the Promissory Note and Security Instruments with such modifications as are deemed appropriate.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk

RESOLUTION NO. 2013-121

A RESOLUTION AMENDING GUIDELINES FOR NEW CONSTRUCTION AND DOWN PAYMENT ASSISTANCE PROGRAM.

WHEREAS, the City of Wayne originally established a “New Construction and Down Payment Assistance Program” to provide financial assistance to low-to-moderate income families for the purchase of single-family residential housing units in Wayne; and

WHEREAS, the City of Wayne desires to amend said program guidelines so that the program is available for any person or family who is constructing a new single-family residential housing unit in Wayne

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the “New Construction and Down Payment Assistance Program” guidelines are hereby adopted as amended in Attachment “A”.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Council President

ATTEST:

City Clerk

ATTACHMENT "A"

CITY OF WAYNE GUIDELINES FOR 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 pre-approval 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.

In the event the borrower or his/her heirs shall sell or move to another principal residence or transfer said property, repayment of the loan to the City of Wayne is required.

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 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:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available or inspection, sale, or rental
- 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

RESOLUTION NO. 2013-122

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF ROADS REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS (PARADE OF LIGHTS).

WHEREAS, the annual "Christmas on Main Parade of Lights" will be held on Main Street from West 6th Street south to Fairground Avenue on Thursday, November 21, 2013, from 6:00 p.m. to approximately 7:45 p.m. or immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, Wayne Area Economic Development, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour, and traffic control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 5th day of November, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Council President

ATTEST:

City Clerk



Economic Development
Chamber • Main Street

October 23, 2013

Marlen Chinn
City of Wayne Police Department
306 Pearl Street
Wayne, NE 68787

Dear Marlen,

Wayne Area Economic Development respectfully requests a parade permit for the annual Christmas on Main celebration to be held on Thursday, November 21, 2013 including the Annual Parade of Lights. Plans call for the parade to line up at 6:15 p.m. with the parade beginning at 6:30 p.m. and finishing around 7:00 p.m. We would like the entries to line up on West 6th Street, in the order of first come, first serve. The parade will proceed south on Main Street, disbursing at the corner of Fairground Ave. The committee also requests that parking not be allowed on Main Street from 1st Street to 4th Street from 5:30 p.m. until 7:30 p.m. to give guests on the sidewalk a better view of the parade and encourage pedestrian shoppers downtown. In addition, a live Nativity is planned for a portion of 3rd Street just west off of Main Street. We ask that 3rd Street from Main Street west to the alley, not including the intersections, be blocked for this event also from 5:30 pm until 7:30 pm. Parade Participants will be reminded that candy or other items should not be thrown from the vehicle. A copy of our affidavit of insurance is attached.

We truly appreciate the support from the City of Wayne and especially the Police Department during the holiday events. Your cooperation and assistance helps turns these events into successful marketing tools for our community and shining memories for the families who live here.

We look forward to hearing from you. If you have any questions or concerns regarding Christmas on Main, please contact me at the Economic Development office at 402-375-2240.

Sincerely,

A handwritten signature in cursive script that reads "Irene Fletcher".

Irene Fletcher
Assistant Director

Change Order

No. 2

Date of Issuance: October 9, 2013 Effective Date: October 9, 2013

Project: 10 th Street Paving Improvements Main to Windom	Owner: City of Wayne, Nebraska	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Steve Harris Construction		Engineer's Project No.: 617-006

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Subgrade Stabilization Station 2+25 to Station 8+25

Attachments: (List documents supporting change):

- 16% Fly Ash – 216 tons @ \$28/ton = \$6,048.00
- Sub-grade Stabilization – 2000 Sq. Yds.@ \$7.00/sy = \$14,000.00
- Deduct of 2000 Square yards on items #4 12" subgrade preparation and #5 scarify and recompact subgrade.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price: <u>\$504,776.06</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
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[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> ; <u>\$ -94.42</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ ; Substantial completion (days): _____ Ready for final payment (days): _____
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Contract Price prior to this Change Order: <u>\$504,681.64</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
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Increase of this Change Order: <u>\$20,048.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
--	--

Contract Price incorporating this Change Order: <u>\$524,729.64</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
--	--

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature) Date: <u>10/17/2013</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature) Date: <u>10-17-13</u>
--	---	---

Change Order

No. 3

Date of Issuance: October 9, 2013 Effective Date: October 9, 2013

Project: 10 th Street Paving Improvements Main to Windom	Owner: City of Wayne, Nebraska	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Steve Harris Construction		Engineer's Project No.: 617-006

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Deduct for not constructing ramp at condemned building, Station 4+50

Attachments: (List documents supporting change):

See attached email

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$504,776.06</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : <u>\$ 19,953.58</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: <u>\$524,729.64</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Decrease of this Change Order: <u>\$ 3,020.00</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: <u>\$521,709.64</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>10/17/2013</u>	Date: _____	Date: <u>10-17-13</u>

John Zwingman, Advanced Consulting Engineering Services

From: Ben Schamp [bschamp@steve-harris-construction.com]
Sent: Friday, August 23, 2013 9:14 AM
To: John Zwingman, Advanced Consulting Engineering Services
Subject: Wayne

John,

The deduct on the ramp in front of the condemned building amounts to \$3,020.00.

Ben Schamp
Steve Harris Construction
PO Box 343
Homer Ne 68030
(402) 698-2154 - Office
(402) 698-2595 - Fax
(712) 259-0937 - Cell

Change Order

No. 4

Date of Issuance: October 9, 2013 Effective Date: October 9, 2013

Project: 10 th Street Paving Improvements Main to Windom	Owner: City of Wayne, Nebraska	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Steve Harris Construction		Engineer's Project No.: 617-006

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Reconfiguration of paving at Denkinger Drive

Attachments: (List documents supporting change):

See attached quantities

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 504,776.06

Original Contract Times: Working days Calendar days
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Increase from previously approved Change Orders
No. 1 to No. 3 :

\$ 16,933.58

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____ :
Substantial completion (days): _____
Ready for final payment (days): _____

Contract Price prior to this Change Order:

\$ 521,709.64

Contract Times prior to this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Increase of this Change Order:

\$ 6,536.96

[Increase] [Decrease] of this Change Order:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

\$ 528,246.60

Contract Times with all approved Change Orders:
Substantial completion (days or date): _____
Ready for final payment (days or date): _____

RECOMMENDED:
By: [Signature]
Engineer (Authorized Signature)
Date: 10/17/2013

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Date: 10-17-13

DENKINGER STREET CIRCLE DRIVE REPLACEMENT - CHANGE ORDER

DESCRIPTION	QUANTITY	UNITS	COST	TOTAL COST
CONCRETE REMOVAL	128	SQ YDS	8.00	1,024.00
8" PCC PAVING W/ MONO CURB AND GUTTER	128	SQ YDS	35.07	4,488.96
SUBGRADE PREPARATION	128	SQ YDS	8.00	1,024.00
TOTAL CHANGE ORDER COST			6,536.96	

Change Order

No. 5

Date of Issuance: October 17, 2013 Effective Date: October 17, 2013

Project: 10 th Street Paving Improvements Main to Windom	Owner: City of Wayne, Nebraska	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Steve Harris Construction		Engineer's Project No.: 617-006

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Additional Storm Sewer Work

Attachments: (List documents supporting change):

See attached quantities

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: Working days Calendar days

\$ 504,776.06

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase from previously approved Change Orders

[Increase] [Decrease] from previously approved Change Orders

No. 1 to No. 4;

No. _____ to No. _____;

\$ 23,470.54

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ 528,246.60

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase of this Change Order:

[Increase] [Decrease] of this Change Order:

\$ 4,741.67

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ 532,988.27

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: [Signature]
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Date: 10/17/2013

Date: _____

Date: 10-17-13

ADDITIONAL STORM SEWER AND UTILITY WORK				
DESCRIPTION	QUANTITY	UNITS	COST	TOTAL COST
PLUG STORM SEWER AT HAIR STUDIO	1	L.S.	\$843.67	\$843.67
24-INCH CONCRETE COLLAR	2	EACH	\$250.00	\$500.00
DEETER 1005 GRATE INLET	1	EACH	\$1,281.00	\$1,281.00
RESTOCK UNUSED MATERIALS	1	L.S.	\$677.00	\$677.00
LABOR, OVERHEAD AND DELAY FOR ADDITIONAL WORK EAST INTERSECTION	1	L.S.	\$1,440.00	\$1,440.00
TOTAL CHANGE #5 ORDER COST				\$4,741.67

Change Order

No. 6

Date of Issuance: October 17, 2013 Effective Date: October 17, 2013

Project: 10 th Street Paving Improvements Main to Windom	Owner: City of Wayne, Nebraska	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Steve Harris Construction		Engineer's Project No.: 617-006

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
To bring estimated quantities in-line with actual constructed quantities

Attachments: (List documents supporting change):

See attached spreadsheet

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
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Original Contract Price: <u>\$504,776.06</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
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Increase from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : <u>\$ 28,212.21</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial completion (days): _____ Ready for final payment (days): _____
--	---

Contract Price prior to this Change Order: <u>\$532,988.27</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
---	---

Decrease of this Change Order: <u>\$ 11,802.03</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
---	--

Contract Price incorporating this Change Order: <u>\$521,186.24</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
--	--

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>10/17/2013</u>	Date: _____	Date: <u>10-17-13</u>

PAY APPLICATION: FINAL
 LOCATION: WAYNE, NEBRASKA
 PROJECT: 10TH STREET, MAIN TO WINDOM
 DATE: 10/17/2013

ITEM #	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	WORK DONE TO DATE	TOTAL COST WORK DONE	Diff from Estimate	
1	MOBILIZATION	1	LS	18,300.00	1	\$18,300.00	0	0.00
2	UNCLASSIFIED EXCAVATION	1246	CY	7.00	1246	\$8,722.00	0	0.00
3	SALVAGE AND PLACE TOPSOIL	3165	SY	1.65	3165	\$5,222.25	0	0.00
4	12" COMPACTED SUBGRADE	4723	SY	4.75	2723	\$12,934.25	-2000	(9,500.00)
5	SCARIFY AND RECOMPACT 6" SUBGRADE	4723	SY	2.00	2723	\$5,446.00	-2000	(4,000.00)
6	CLEARING AND GRUBBING	1	LS	1,500.00	1	\$1,500.00	0	0.00
7	MILL AND REMOVE ASPHALT SURFACING	2822.8	SY	3.29	2822.8	\$9,287.01	0	0.00
8	REMOVE PCC PAVEMENT	4987.7	SY	1.00	5188	\$5,188.00	200.3	200.30
9	REMOVE PCC CURB AND GUTTER	2917	LF	1.00	2965	\$2,965.00	48	48.00
10	REMOVE AND SALVAGE BRICK PAVERS	92.3	SY	1.25	92.3	\$115.38	0	0.00
11	REMOVE PCC SIDEWALK	707.3	SY	1.00	702	\$702.00	-5.3	(5.30)
12	REMOVE RETAINING WALLS	118.2	LF	4.00	118	\$472.00	-0.2	(0.80)
13	REMOVE STORM SEWER MANHOLE	2	EACH	250.00	2	\$500.00	0	0.00
14	REMOVE STORM SEWER INLET	7	EACH	250.00	7	\$1,750.00	0	0.00
15	REMOVE STORM SEWER PIPE	241	LF	4.00	253	\$1,012.00	12	48.00
16	REMOVE SANITARY SEWER MANHOLE	2	EACH	250.00	2	\$500.00	0	0.00
17	REMOVE EXISTING FIRE HYDRANT	2	EACH	250.00	2	\$500.00	0	0.00
18	REMOVE AND REPLACE SPRINKLER IRRIGATION SYSTEM	1	LS	100.00	1	\$100.00	0	0.00
19	8" NON REINFORCED PCC PAVING W/ MONO CURB AND GUTTER	5341.2	SY	35.07	5428	\$190,359.96	86.8	3,044.08
20	4" PCC SIDEWALK	919.3	SY	36.52	827	\$30,202.04	-92.3	(3,370.08)
21	6" PCC DRIVEWAY PAVEMENT	567	SY	36.43	522	\$19,016.46	-45	(1,639.35)
22	DETECTABLE WARNING PANEL	80	SF	35.00	80	\$2,800.00	0	0.00
23	MSE SEGMENTAL BLOCK WALL	320	SF	20.00	0	\$0.00	-320	(6,400.00)
24	CONCRETE ACCESS RAMP	1	LS	9,750.00	1	\$9,750.00	0	0.00
25	SPECIAL DRAINAGE GUTTER	60	LF	51.00	60	\$3,060.00	0	0.00
26	8" PVC SANITARY SEWER MAIN W/ BEDDING	416	LF	18.00	470	\$8,460.00	54	972.00
27	6" PVC SANITARY SEWER SERVICE LINE W/ BEDDING	5	LF	21.00	0	\$0.00	-5	(105.00)
28	4" PVC SANITARY SEWER SERVICE LINE W/ BEDDING	5	LF	20.00	52	\$1,040.00	47	940.00
29	48" PRECAST CONCRETE MANHOLE W/ FRAME AND LID	2	EACH	2,500.00	3	\$7,500.00	1	2,500.00
30	CONNECT TO EXISTING 8" SANITARY SEWER MAIN	2	EACH	200.00	4	\$800.00	2	400.00
31	8"x6" WYE	1	EACH	100.00	1	\$100.00	0	0.00
32	8"x4" WYE	1	EACH	100.00	3	\$300.00	2	200.00
33	ADJUST SANITARY SEWER MANHOLE	1	EACH	250.00	1	\$250.00	0	0.00
34	10" PVC WATER MAIN	5	LF	32.00	5	\$160.00	0	0.00
35	8" PVC WATER MAIN	1443	LF	15.00	1455	\$21,825.00	12	180.00
36	6" PVC WATER MAIN	9	LF	31.00	16	\$496.00	7	217.00
37	4" PVC WATER MAIN	4	LF	30.00	4	\$120.00	0	0.00
38	10" GATE VALVE	1	EACH	1,800.00	1	\$1,800.00	0	0.00
39	8" GATE VALVE	5	EACH	1,500.00	7	\$10,500.00	2	3,000.00

Contractor's Application For Payment No. FINAL

To (Owner): <u>City Of Wayne</u> Project: <u>10th Street, Main to Windom Improvement Project</u> Owner's Contract No.: _____	Application Period: _____ Application Date: <u>10-17-2013</u> From (Contractor): _____ Contract: <u>Steve Harris Construction, Inc.</u> Contractor's Project No.: _____ Engineer's Project No.: <u>E/A Project # Y07183</u>
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APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders	Number	Additions	Deductions	NET CHANGE BY CHANGE ORDERS
	1		(94.42)	
	2	20,048.00		
	3		(3,020.00)	
	4	6,536.96		
	5	4,741.67		
	6		(11,802.30)	
TOTALS		31,326.63	(14,916.45)	
				16,410.18

1. ORIGINAL CONTRACT PRICE \$ 504,776.06
2. Net change by Change Orders \$ \$16,410.18
3. CURRENT CONTRACT PRICE (Line 1 ± 2) \$ \$521,186.24
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) \$ \$521,186.24
5. RETAINAGE:
 - a. 0 % x \$ _____ Work Completed \$ \$0.00
 - b. 0 % x \$ _____ Stored Material \$ \$0.00
 - c. Total Retainage (Line 5a + Line 5b) \$ \$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ \$521,186.24
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ \$334,104.45
8. AMOUNT DUE THIS APPLICATION \$ \$187,081.79
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above) \$ \$0.00

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ \$187,081.79
 (Line 8 or other - attach explanation of other amount)

is recommended by: [Signature] (Engineer) 10/17/2013 (Date)

Payment of: \$ \$187,081.79
 (Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) _____ (Date)

By: [Signature] Date: 10-17-13

PAY APPLICATION: FINAL
 LOCATION: WAYNE, NEBRASKA
 PROJECT: 10TH STREET, MAIN TO WINDOM
 DATE: 10/17/2013

ITEM #	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	WORK DONE TO DATE	TOTAL COST WORK DONE	Diff from Estimate	
1	MOBILIZATION	1	LS	18,300.00	1	\$18,300.00	0	0.00
2	UNCLASSIFIED EXCAVATION	1246	CY	7.00	1246	\$8,722.00	0	0.00
3	SALVAGE AND PLACE TOPSOIL	3165	SY	1.65	3165	\$5,222.25	0	0.00
4	12" COMPACTED SUBGRADE	4723	SY	4.75	2723	\$12,934.25	-2000	(9,500.00)
5	SCARIFY AND RECOMPACT 6" SUBGRADE	4723	SY	2.00	2723	\$5,446.00	-2000	(4,000.00)
6	CLEARING AND GRUBBING	1	LS	1,500.00	1	\$1,500.00	0	0.00
7	MILL AND REMOVE ASPHALT SURFACING	2822.8	SY	3.29	2822.8	\$9,287.01	0	0.00
8	REMOVE PCC PAVEMENT	4987.7	SY	1.00	5188	\$5,188.00	200.3	200.30
9	REMOVE PCC CURB AND GUTTER	2917	LF	1.00	2965	\$2,965.00	48	48.00
10	REMOVE AND SALVAGE BRICK PAVERS	92.3	SY	1.25	92.3	\$115.38	0	0.00
11	REMOVE PCC SIDEWALK	707.3	SY	1.00	702	\$702.00	-5.3	(5.30)
12	REMOVE RETAINING WALLS	118.2	LF	4.00	118	\$472.00	-0.2	(0.80)
13	REMOVE STORM SEWER MANHOLE	2	EACH	250.00	2	\$500.00	0	0.00
14	REMOVE STORM SEWER INLET	7	EACH	250.00	7	\$1,750.00	0	0.00
15	REMOVE STORM SEWER PIPE	241	LF	4.00	253	\$1,012.00	12	48.00
16	REMOVE SANITARY SEWER MANHOLE	2	EACH	250.00	2	\$500.00	0	0.00
17	REMOVE EXISTING FIRE HYDRANT	2	EACH	250.00	2	\$500.00	0	0.00
18	REMOVE AND REPLACE SPRINKLER IRRIGATION SYSTEM	1	LS	100.00	1	\$100.00	0	0.00
19	8" NON REINFORCED PCC PAVING W/ MONO CURB AND GUTTER	5341.2	SY	35.07	5428	\$190,359.96	86.8	3,044.08
20	4" PCC SIDEWALK	919.3	SY	36.52	827	\$30,202.04	-92.3	(3,370.80)
21	6" PCC DRIVEWAY PAVEMENT	567	SY	36.43	522	\$19,016.46	-45	(1,639.35)
22	DETECTABLE WARNING PANEL	80	SF	35.00	80	\$2,800.00	0	0.00
23	MSE SEGMENTAL BLOCK WALL	320	SF	20.00	0	\$0.00	-320	(6,400.00)
24	CONCRETE ACCESS RAMP	1	LS	9,750.00	1	\$9,750.00	0	0.00
25	SPECIAL DRAINAGE GUTTER	60	LF	51.00	60	\$3,060.00	0	0.00
26	8" PVC SANITARY SEWER MAIN W/ BEDDING	416	LF	18.00	470	\$8,460.00	54	972.00
27	6" PVC SANITARY SEWER SERVICE LINE W/ BEDDING	5	LF	21.00	0	\$0.00	-5	(105.00)
28	4" PVC SANITARY SEWER SERVICE LINE W/ BEDDING	5	LF	20.00	52	\$1,040.00	47	940.00
29	48" PRECAST CONCRETE MANHOLE W/ FRAME AND LID	2	EACH	2,500.00	3	\$7,500.00	1	2,500.00
30	CONNECT TO EXISTING 8" SANITARY SEWER MAIN	2	EACH	200.00	4	\$800.00	2	400.00
31	8"x6" WYE	1	EACH	100.00	1	\$100.00	0	0.00
32	8"x4" WYE	1	EACH	300.00	3	\$300.00	2	200.00
33	ADJUST SANITARY SEWER MANHOLE	1	EACH	250.00	1	\$250.00	0	0.00
34	10" PVC WATER MAIN	5	LF	32.00	5	\$160.00	0	0.00
35	8" PVC WATER MAIN	1443	LF	15.00	1455	\$21,825.00	12	180.00
36	6" PVC WATER MAIN	9	LF	31.00	16	\$496.00	7	217.00
37	4" PVC WATER MAIN	4	LF	30.00	4	\$120.00	0	0.00
38	10" GATE VALVE	1	EACH	1,800.00	1	\$1,800.00	0	0.00
39	8" GATE VALVE	5	EACH	1,500.00	7	\$10,500.00	2	3,000.00



Change Order

No. 1

Date of Issuance: October 29, 2013 Effective Date: November 5, 2013

Project: Chief's Way Sanitary Sewer & Water Extensions	Owner: City of Wayne, NE	Owner's Contract No.:
Contract: EJCDC C-520 Adapted Form of Agreement Between Owner and Contractor for Construction Contract		Date of Contract: July 16, 2013
Contractor: Robert Woehler & Sons Construction, Inc., 123 Fairgrounds Ave., Wayne NE, 68787		Engineer's Project No.: 012-2523

The Contract Documents are modified as follows upon execution of this Change Order:

Description: This change order addresses additional water main along Chief's Way and time lost due to tornado damage.

Attachments: Table of Additional Quantities, Project Schedule Date 10/28/2013

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
----------------------------------	----------------------------------

Original Contract Price: <u>\$ 284,476.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>November 15, 2013</u> Ready for final payment (days or date): <u>December 1, 2013</u>
--	--

{Increase} {Decrease} from previously approved Change Orders No. _____ to No. _____: <u>\$0</u>	{Increase} {Decrease} from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
--	---

Contract Price prior to this Change Order: <u>\$ 284,476.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>November 15, 2013</u> Ready for final payment (days or date): <u>December 1, 2013</u>
--	--

{Increase} {Decrease} of this Change Order: <u>\$ 29,135.65</u>	{Increase} {Decrease} of this Change Order: Substantial completion (days or date): <u>December 31, 2013</u> Ready for final payment (days or date): <u>May 1, 2014</u>
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Contract Price incorporating this Change Order: <u>\$ 313,611.65</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>December 31, 2013</u> Ready for final payment (days or date): <u>May 1, 2014</u>
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By:  Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: _____ Contractor (Authorized Signature)
Date: <u>10/31/13</u>	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	

ORIGINAL CONTRACT PRICE		\$504,776.06
CHANGE ORDER #1 (Live Water Tap at 10th and Main)		-\$94.42
CHANGE ORDER #2 (Subgrade Stabilization)		\$20,048.00
CHANGE ORDER #3 (Deduct on Ramp at Condemned Building)		-\$3,020.00
CHANGE ORDER #4 (Design Change at DenKinger Circle)		\$6,536.96
CHANGE ORDER #5 (Additional Storm Sewer Work)		\$4,741.67
CHANGE ORDER #6 (Bring Quantities In-Line w/ Estimates)		-\$11,802.03
NET CHANGE BY CHANGE ORDERS		\$16,410.18
CURRENT CONTRACT PRICE		\$521,186.24
TOTAL COMPLETED AND STORED TO DATE		\$521,186.24
RETAINAGE BASED ON % OF WORK COMPLETED	0%	\$0.00
RETAINAGE BASED ON % OF STORED MATERIALS	0%	\$0.00
TOTAL RETAINAGE		\$0.00
AMOUNT ELGIBLE FOR PAYMENT		\$521,186.24
LESS PREVIOUS PAYMENTS		\$334,104.45
AMOUNT DUE THIS APPLICATION		\$187,081.79
BALANCE TO FINISH		\$0.00

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

Office: 402-375-3744
 BJ: 402-369-0049
 Chris: 402-369-0051

Project: Wayne Chiefs Way Water & Sewer
 Date: 10-28-2013
 Revision: 2



Project Schedule: Dates are subject to change, but the order of tasks hopefully stay in order?

Week:	Date:	RW Sons Task 1	RW Sons Task 2	Horizontal Boring	Other / Misc.	Area Affected
Week 1	August 11 - 17	All Shop Drawings Approved	Order Material	All Shop Drawings In		
Week 2	August 18 - 24	Material Delivery	Mobilization	Shop Drawings Approved		Staging Area South of Pacific Coast
Week 3	August 25 - 31	Install Sewer 127+24 - 123+38	Expose Water Main	Bore Sewer Hwy 35	Poor Back Road	Industrial Park N: Concord/Koenig/Hefti/Mara
Week 4	Sept. 1-7 (Labor Day)	Live Tap		Bore Sewer Hwy 35	Water / Sewer Test	Industrial Road N & S: Concord/Koenig/Hefti/Mara
Week 5	Sept. 8 - 14	Install Water 500+00 - 501+20		Bore Water Logan Creek	Water / Sewer Test	Industrial Road N & S: Lions Park/Airport
Week 6	Sept. 15 - 21	Install Water 501+20 - 504+49		Bore Water Industrial Rd	Water / Sewer Test	Industrial Road N & S: Lions Park/Airport
Week 7	Sept. 22 - 28	Install Water 504+49 - 515 + 50			Water / Sewer Test	Industrial Road N & S: Lions Park/Airport
Week 8	Sept. 29 - Oct. 5	Install Water 504+49 - 515 + 50			Water / Sewer Test	Industrial Road S: Lions Park/Airport/Grossenburg
Friday	Oct 4th	Tornado				All
Monday	Oct 7th	Project Put on Hold				
Tuesday	Oct 15th	Meeting - Project is to go add Water				
Restart	Oct 20 - Oct 26	Replacement Material & Excavator Arrive	Connect Water Main Install Valve Pit @ Sta 504+00			
Week 9	Oct. 27 - Nov. 2	Install Sewer 120 + 35 - 118 +81	Remove Road		Water / Sewer Test	Industrial Road S/Chiefs Way: Grossenburg/Plant Market
Week 10	Nov. 3 - 9	Install Sewer 118 +81 - 115 +69			Water / Sewer Test	Industrial Road S/Chiefs Way: Grossenburg/Plant Market
Week 11	Nov. 10 - 16	Install Sewer 115 +69 - 112 + 20			Water / Sewer Test	Chiefs Way: Grossenburg
Week 12	Nov. 17 - 23	Install Sewer 112 + 20 - 108 + 20			Water / Sewer Test	Chiefs Way: Claas
Week 13	Nov. 24 - 30	Install Water 550+00 - 554+00			Water / Sewer Test	Chiefs Way: Claas
Week 14	Dec. 1 - 7	Install Water 554+00 - 559+64			Water / Sewer Test	Chiefs Way: Grossenburg
Week 13	Dec. 8 - 14	Install Sewer 108 + 20 - 104 + 63			Water / Sewer Test	Chiefs Way: Post & Bean/NAPA/County Wood
Week 14	Dec. 15 - 21	Install Sewer 104 + 63 - 100 + 00			Water / Sewer Test	Chiefs Way: Ottes/BlackHills/Garvin Centennial Road???
Spring 14		Poor Back Road	Airport Water Service			
		Clean up and Speed	Gravel Road			
		Punch List / Demobilization				
1. May-14						

CHIEF'S WAY SANITARY SEWER & WATER MAIN EXTENSIONS
 WAYNE, NE
 ROBERT WOEHLE & SONS CONSTRUCTION, INC.

CHANGE ORDER #1
 OA PROJECT NO. 012-2523
 11.05.13

NO.	ITEM	UNIT	PLAN QUANTITY	FINAL QUANTITY	ADD/ DEDUCT	UNIT PRICE	EXTENSION
7	INSTALL AGGREGATE FOUNDATION, CA7	TN	481	475	14.00	\$28.00	\$ 392.00
8	INSTALL GRAVEL SURFACING, CA8	TN	503	510	7.00	\$18.00	\$ 126.00
18	INSTALL 8" PVC WATER MAIN	LF	415	1379	964.00	\$15.00	\$ 14,460.00
20	INSTALL WATER MAIN SELECT BEDDING, FA1	LF	213	263	50.00	\$2.00	\$ 100.00
26	INSTALL 8" X 6" TEE M.J.	EA	1	2	1.00	\$275.00	\$ 275.00
28	INSTALL 8" GATE VALVE M.J.	EA	1	2	1.00	\$1,800.00	\$ 1,800.00
34	INSTALL TYPE IV FIRE HYDRANT ASSEMBLY (H=6)	EA	1	2	1.00	\$3,500.00	\$ 3,500.00
38X	AIRPORT FIRE HYDRANT MODIFICATIONS	LS	0	1	1.00	\$800.00	\$ 800.00
39X	INSTALL TYPE VII FIRE HYDRANT ASSEMBLY (H=6)	EA	0	1	1.00	\$4,300.00	\$ 4,300.00
40X	CONNECT TO EXISTING WATER MAIN	EA	0	1	1.00	\$2,000.00	\$ 2,000.00
41X	ADDITIONAL BOND AND INSURANCE	LS	0	1	1.00	\$1,382.65	\$ 1,382.65
TOTAL:						\$	\$ 29,735.65



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 2

Date of Issuance: November 5, 2013

Project No. 012-2523

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

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

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

Value of Work Stored & Completed: \$204,971.57

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 \$204,971.57
 Less retained percentage (10%) \$20,497.16
 Net amount due including this estimate \$184,474.41

Less: Estimates previously approved:

No. 1	\$83,529.68	No. 6	\$0.00
No. 2	\$0.00	No. 7	\$0.00
No. 3	\$0.00	No. 8	\$0.00
No. 4	\$0.00	No. 9	\$0.00
No. 5	\$0.00	No.10	\$0.00

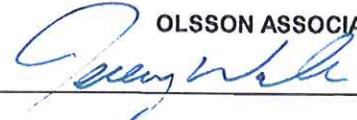
Total Previous Estimates: \$83,529.68

NET AMOUNT DUE THIS ESTIMATE: \$100,944.73

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

By  OLSSON ASSOCIATES

CHIEF'S WAY SANITARY SEWER & WATER EXTENSIONS
 WAYNE, NEBRASKA
 ROBERT WOHLER & SONS CONSTRUCTION, INC.

11.05.13

No.	Description	Unit	Plan Quantity	Unit Price \$	Contract Price \$	Quantities Completed	Total Amount Completed	Total Amount Stored	Total Amount Completed + Stored Remaining	90% Due Contractor	10.0% Retainage	Am't. Paid Prev. Est.	Total Due This Est.
1	MOBILIZATION												
2	1" HOPE CONTROL	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00
3	2" INSTALL 1/2" HOPE DIPS - RESIDENTIAL	AC	0.85	\$2,000.00	\$1,700.00	0	\$0.00	\$0.00	\$1,700.00	\$1,800.00	\$1,800.00	\$1,800.00	\$0.00
4	1" HOPE CONTROL	EA	4	\$25.00	\$100.00	0	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
5	1" HOPE CONTROL	EA	4	\$25.00	\$100.00	0	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00
6	BUILD 6" CONCRETE PAVEMENT 478-3609	SV	271	\$1,084.00	\$293,772.00	0	\$0.00	\$0.00	\$293,772.00	\$0.00	\$0.00	\$0.00	\$0.00
7	INSTALL AGGREGATE FOUNDATION CAT	YN	481	\$9,130.00	\$4,391,530.00	0	\$0.00	\$0.00	\$4,391,530.00	\$0.00	\$0.00	\$0.00	\$0.00
8	INSTALL GRAVEL SURFACING CAT	YN	481	\$28.00	\$13,468.00	0	\$0.00	\$0.00	\$13,468.00	\$0.00	\$0.00	\$0.00	\$0.00
9	BUILD SANITARY SEWER MANHOLE (H=6)	VA	0	\$1,700.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	BUILD SANITARY SEWER MANHOLE (H=6)	VA	0	\$1,700.00	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11	INSTALL 6" PVC SANITARY SEWER - SOR28	LF	2032	\$2,090.00	\$4,246,880.00	15	\$31,350.00	\$2,240.00	\$33,590.00	\$4,454.10	\$1,044.00	\$0.00	\$17,420.00
12	INSTALL 6" PVC SANITARY SEWER - SOR28	LF	428	\$17.00	\$7,276.00	427	\$7,269.00	\$10,997.38	\$18,266.38	\$14,811.65	\$1,650.83	\$15,209.51	\$5,287.60
13	INSTALL SANITARY SEWER SELECT BEDDING, FA1	LF	2078	\$1.00	\$2,078.00	197	\$197.00	\$988.32	\$1,185.32	\$989.49	\$98.83	\$984.66	\$122.40
14	INSTALL SANITARY SEWER SERVICE	EA	12	\$700.00	\$8,400.00	0	\$0.00	\$0.00	\$8,400.00	\$0.00	\$0.00	\$0.00	\$0.00
15	INSTALL 6" PVC CASP	EA	3	\$50.00	\$150.00	0	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
16	INSTALL 6" PVC CASP	EA	3	\$50.00	\$150.00	0	\$0.00	\$0.00	\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
17	LACK & BORSE 6" PVC SANITARY SEWER W/20" DIA X 0.250" WT. STEEL PIPE CASING	EA	1	\$50.00	\$50.00	0	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00
18	INSTALL 6" HOPE DIPS WATER MAIN	LF	282	\$249.00	\$70,218.00	282	\$70,218.00	\$0.00	\$70,218.00	\$0.00	\$0.00	\$0.00	\$0.00
19	INSTALL 6" HOPE DIPS WATER MAIN	LF	415	\$15.00	\$6,225.00	415	\$6,225.00	\$0.00	\$6,225.00	\$0.00	\$0.00	\$0.00	\$0.00
20	INSTALL WATER MAIN SELECT BEDDING, FA1	LF	683	\$2.00	\$1,366.00	683	\$1,366.00	\$0.00	\$1,366.00	\$0.00	\$0.00	\$0.00	\$0.00
21	LACK & BORSE 6" HOPE DIPS WATER MAIN W/O CASING	LF	213	\$2.00	\$426.00	213	\$426.00	\$0.00	\$426.00	\$0.00	\$0.00	\$0.00	\$0.00
22	DIRECTIONAL DRILL 6" HOPE DIPS WATER MAIN	LF	37	\$83.00	\$3,071.00	57	\$4,771.00	\$0.00	\$4,771.00	\$4,771.00	\$4,771.00	\$0.00	\$4,771.00
23	INSTALL 6" X 6" LIVE TAP WITH GATE VALVE	EA	485	\$43,710.00	\$21,198,450.00	485	\$21,198,450.00	\$0.00	\$21,198,450.00	\$21,198,450.00	\$21,198,450.00	\$0.00	\$21,198,450.00
24	INSTALL 6" X 6" BOND M.J.	EA	2	\$250.00	\$500.00	2	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00
25	INSTALL 6" X 6" TEE M.J.	EA	1	\$200.00	\$200.00	1	\$200.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00
26	INSTALL 6" X 6" TEE M.J.	EA	1	\$275.00	\$275.00	1	\$275.00	\$0.00	\$275.00	\$0.00	\$0.00	\$0.00	\$0.00
27	INSTALL 6" X 6" HOPE FUSED REDUCER	EA	1	\$600.00	\$600.00	1	\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
28	INSTALL VALVE STATION	EA	1	\$1,800.00	\$1,800.00	1	\$1,800.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00
29	INSTALL VALVE STATION	EA	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
30	INSTALL 6" PLUG M.J.	EA	1	\$75.00	\$75.00	1	\$75.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00
31	INSTALL 6" RETAINER GLAND M.J.	EA	1	\$1,000.00	\$1,000.00	1	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
32	INSTALL 6" HOPE DIPS M.J. X FUSED ADAPTER	EA	2	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
33	INSTALL 6" HOPE DIPS M.J. X FUSED ADAPTER	EA	2	\$500.00	\$1,000.00	2	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
34	INSTALL TYPE IV FIRE HYDRANT ASSEMBLY (H=6)	EA	1	\$3,000.00	\$3,000.00	1	\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00
35	INSTALL TYPE V FIRE HYDRANT ASSEMBLY (H=6)	EA	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
36	INSTALL 2" WATER SERVICE CONNECTION WITH CURB STOP	EA	1	\$750.00	\$750.00	1	\$750.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00
37	INSTALL 2" WATER SERVICE TUBING P.E.	LF	205	\$8.00	\$1,640.00	0	\$0.00	\$0.00	\$1,640.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Bid Section			\$284,418.00	\$181,984.00		\$284,418.00	\$25,983.75	\$310,401.75	\$184,474.41	\$20,497.18	\$85,529.88	\$100,944.73