

**AGENDA
CITY COUNCIL MEETING
May 1, 2012**

5:30 Call to Order

1. Approval of Minutes – April 17, 2012

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.

Anyone desiring to speak on an agenda item is invited to do so, and should limit themselves to three minutes. After being recognized by the Chair, proceed to the rostrum and state your name and address for the record.

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

3. Resolution 2012-32: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events (“Wayne State College Stay-Cation Event – August 25th)

Background: This will be a repeat of the WSC/Community welcome dance last year on Main Street from 1st to 2nd.

4. Ordinance 2012-11: Amending Wayne Municipal Code Sections 78-10 Stop Sign Locations; West of Main Street, North of 7th Street; 78-11 Stop Sign Locations; East of Main Street, North of 7th Street; 78-12 Stop Sign Locations, East of Main Street, South of 7th Street; and 78-13 Stop Sign Locations, West of Main Street, South of 7th Street

Recommendation: The recommendation of Joel Hansen, Street Supt., Garry Poutre, Supt. of Public Works & Utilities, and Marlen Chinn, Interim Police Chief, is to amend the City Code to add the traffic signs for these new subdivision streets so they can be legally enforced.

5. Recess

a. Convene as Community Development Agency

b. Approve Minutes – April 3, 2011

c. Approve CDA Claims

d. Consideration and Adoption of CDA Res. 2012-3 Recommending Approval of a Redevelopment Plan Amendment for the Benscoter Addition Planned Unit Development Project in the City of Wayne, Nebraska, and approval of related actions – Adding Lots 12, 14, 15, 16, 18, Benscoter Addition Planned Unit Development Replat 1, City of Wayne, Wayne County, Nebraska.

Background: This will provide TIF financing for 5 additional single-family homes under \$150,000. The original TIF incentive was for 4 houses in this subdivision. Bencoter Development is preparing a proposal for an 8-10 single-family home project on the highlighted lots on the attached subdivision map. The original TIF redevelopment agreement for these homes is a “rolling TIF” and is patterned after the Western Ridge II redevelopment agreement which provides for additional TIF financing on additional houses as they are built. This 8-10 house project is being proposed like the Crown Home project to generate efficiencies of scale TIF is to be used to reduce the cost of the subdivision lots so the houses can fit the <\$150,000 range that housing surveys are showing a demand for in Wayne.

Recommendation: This project fits the housing goal from the 2012 Mayor and Council Retreat. This seems like a good match. It is always the option of the CDA and the Mayor and Councilmembers to determine which projects they believe match the goals and the interests of the community and that they want to incent.

- e. [Consideration and Adoption of CDA Res. 2012-4 Recommending Approval of a Redevelopment Plan Amendment for the Amendment for the Western Ridge Single-Family Residential Planned Unit Development Project in the City of Wayne, Nebraska, and approval of related actions – Adding Lots 2 and 8, Western Ridge II Addition, being a part of Section 12, Twp 26 North, Range 3, East of the 6th P.M., in the City of Wayne, Wayne County, Nebraska.](#)

Background: This is the same action of adding houses to a “rolling” TIF as item d. for the previous Bencoter Subdivision TIF amendment. This amendment adds Lot 2 that was recently sold for the Herman town home project and Lot 8 which has the Bencoter spec home just completed on it. Lot 1, which will also be developed with a town home, was listed in the original TIF.

Recommendation: It is always the option of the CDA and the Mayor and Councilmembers to determine which projects they believe match the goals and the interests of the community and that they want to incent.

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

- 6. [Public Hearing: Redevelopment Plan Amendment Bencoter Addition Planned Unit Development \(Advertised Time: 5:30 p.m.\)](#)
- 7. [Resolution 2012-33: Consideration and Adoption of the Mayor and Council of the City of Wayne, Nebraska, approving Redevelopment Plan Amendment and Related Matters](#)
- 8. Public Hearing: Redevelopment Plan Amendment Western Ridge II Addition

9. [Resolution 2012-34: Consideration and Adoption of the Mayor and Council of the City of Wayne, Nebraska, approving Redevelopment Plan Amendment and Related Matters](#)
10. [Resolution 2012-35: Approving Agreement with the Nebraska Department of Roads Concerning the Logan Creek Bridge Project](#)
11. Action on Capital Budget Item for use of \$73,000 of Sales Tax Capital Project Funds to match our Communication Tower Structural Upgrade Requirements

Background: Our primary emergency communications tower just north of city hall has been determined by a professional engineer to need re-enforcement of the base and legs to upgrade it to new wind requirements and also to support cell antennae upgrades planned by Verizon. The total cost of the structural upgrades is \$146,000. Verizon leases antennae space on this tower for about \$1,800 per month and has offered to pay half the cost of the work. We were going to include the city's share in next year's budget using sales tax capital project funds to pay the cost. Verizon wants to upgrade the tower sooner and the project could be completed before October 1st of this year.

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the capital budget item for the current year in case the invoice comes due before October 1, 2012.

12. [Resolution 2012-36: Approving Contract Amendment #2 to the Letter Agreement for Professional Services for the Power Plant Cooling Tower Installation Project](#)

Background: Additional work by the engineer was needed during a critical phase of the project. The deadline for the \$250,000 Nebraska Energy Office is looming, and Gene and I negotiated this time, plus costs agreement, not to exceed \$15,000 with OA to continue working with the on-site contractor. The rates continue the same as the original engineering agreement.

Recommendation: The recommendation of Gene Hansen, Supt. of Electric Production, and Lowell Johnson, City Administrator, is to approve the additional costs for services to be used only as needed for the project.

13. [Resolution 2012-37: Amending Housing Construction Loan Incentives to Builders](#)

Background: At the last Council meeting, there was additional discussion about improvements to the incentive program. This Resolution is the same as what was passed, but is on the agenda to be amended as desired through Councilmember discussion at the meeting.

14. Appointments:

Linda Carr to the ADA Accessibility Committee
Joel Hansen to the ADA Accessibility Committee

15. Adjourn

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

April 17, 2012

The Wayne City Council met in regular session at City Hall on Tuesday, April 17, 2012, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Dale Alexander, Kaki Ley, and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Doug Sturm and Kathy Berry.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 5, 2012, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Van Delden, whereas the Clerk has prepared copies of the Minutes of the meeting of April 3, 2012, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved.

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

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMAZON.COM, SU, 1090.43; AMERITAS, SE, 1744.36; APPEARA, SE, 155.47; BAKER & TAYLOR BOOKS, SU, 634.56; BANK FIRST, SE, 140.00; CITY EMPLOYEE, RE, 16.86; BENSCOTER PLUMBING, SE, 1000.00; CITY EMPLOYEE, RE, 65.35; C & D PUBLISHING, SU, 150.00; CAPSTONE PRESS, SU, 239.87; CHARTWELLS, SE, 5772.30; CITY OF WAYNE, RE, 600.00; CITY OF WAYNE, RE, 15.00; CITY OF WAYNE, PY, 58307.12; CITY OF WAYNE, RE, 759.13; COMMUNITY HEALTH, RE, 3.00; COPY WRITE, SU, 470.24; COUNTRY NURSERY, SU, 100.00; DAKOTA BUSINESS SYSTEMS, SE, 205.00; DAVE'S UNIFORM CLEANING, SE, 60.00; DEMCO, SU, 155.26; DOESCHER APPLIANCE, SE, 80.00; EARL LUNDAHL, SE, 350.00; EMPLOYERS MUTUAL CASUALTY,

RE, 88.47; FLOOR MAINTENANCE, SU, 65.55; FORT DEARBORN LIFE, SE, 1478.23; FREDRICKSON OIL, SE, 35.00; GALE GROUP, SU, 62.62; GERHOLD CONCRETE, SU, 387.50; GREAT PLAINS ONE-CALL, SE, 49.49; CITY EMPLOYEE, RE, 58.40; HARDING & SHULTZ, SE, 499.82; HELENA CHEMICAL, SU, 311.50; HIRERIGHT SOLUTIONS, SE, 53.15; HOBBY LOBBY, SU, 78.96; HOLIDAY INN ""MIDTOWN"", SE, 210.00; ICMA, SE, 5254.90; IIMC, FE, 135.00; INGRAM BOOK COMPANY, SU, 737.04; IRS, TX, 19200.16; JANWAY COMPANY, SU, 174.00; JOHN'S WELDING AND TOOL, SE, 138.80; KAREN MECSEJI, RE, 500.00; KTCH, SE, 525.00; LERNER PUBLISHING GROUP, SU, 473.87; LUMBERMEN'S BRICK & SUPPLY, SU, 518.64; MATTHEWS CO, SU, 176.88; MCGRATH NORTH, SE, 81.00; MES-MIDAM, SU, 236.00; MIDLAND COMPUTER, SE, 2309.19; MIDSTATES ERECTORS, SE, 29522.00; MIDWEST LABORATORIES, SE, 961.55; N.E. NEB ECONOMIC DEV DIS, SE, 202.50; CITY EMPLOYEE, RE, 12.64; NCO PORTFOLIO MANAGEMENT, RE, 47.79; NE DEPT OF REVENUE, TX, 3062.24; NEBRASKA U.C. FUND, RE, 1344.79; NMPP ENERGY, FE, 2256.30; NNPPD, SE, 12180.28; ORIENTAL TRADING CO, SU, 40.99; PAC N SAVE, SU, 329.96; PAMIDA, SU, 260.93; PENRO CONSTRUCTION, SE, 36940.91; PEPSI-COLA, SU, 398.15; PRO CRANE SERVICE, SE, 1615.50; QUILL, SU, 23.47; RANDOM HOUSE, SU, 1228.75; SPARKLING KLEAN, SU, 1647.00; STATE NATIONAL BANK, RE, 5162.50; THE CORNHUSKER HOTEL, SE, 178.00; W.T. COX SUBSCRIPTIONS, SU, 15.97; WATERLINK, SE, 1053.42; WATTIER TRUE VALUE, SU, 3250.00; WAYNE COUNTY CLERK, SE, 6.00; WAYNE HERALD, SE, 2017.97; WAYNE KORTH, SU, 1827.24; WAYNE VETERINARY CLINIC, SE, 84.00; WESCO, SU, 2140.65; WAPA, SE, 32208.48; ZACH HEATING & COOLING, SE, 74.00; ZEE MEDICAL SERVICE, SU, 59.96; CITY EMPLOYEE, RE, 228.32; CITY EMPLOYEE, RE, 174.24; BSN SPORTS, SU, 604.70; CARROT-TOP INDUSTRIES, SU, 204.17; CENTRAL COMMUNITY COLLEGE, FE, 85.00; CITY OF NORFOLK, SE, 204.21; CITY OF WAYNE, RE, 150.00; CITY OF WAYNE, RE, 160.08; CITY OF WAYNE, RE, 373.22; CITY OF WAYNE, RE, 82.22; CLAUSSEN & SONS IRRIG., SE, 229.80; COVENTRY HEALTH, SE, 16703.36; DANKO, SU, 76.44; DE LAGE LANDEN FINANCIAL, SE, 394.00; DGR & ASSOCIATES, SE, 168.00; DUTTON-LAINSON, SU, 478.29; ECHO GROUP, SU, 191.07; CITY EMPLOYEE, RE, 708.92; CITY EMPLOYEE, RE, 35.19; HD SUPPLY WATERWORKS, SU, 3410.77; HOLIDAY INN-DOWNTOWN, SE, 255.00; INTELICOM COMPUTER, SU, 2115.00; CITY EMPLOYEE, RE, 57.69; KELLY MEYER, SU, 65.00; KRIZ-DAVIS, SU, 280.19; KTCH, SE, 80.00; CITY EMPLOYEE, RE, 22.77; MOONLIGHT TOWING, SE, 170.41; CITY EMPLOYEE, RE, 427.79; NE AIR FILTER, SU, 132.54; NE PLANNING & ZONING, FE, 160.00; NPPD, SE, 240528.55; OVERHEAD DOOR COMPANY, SU, 112.90; PAMIDA, SU, 16.77; PITNEY BOWES, SE, 648.00; CITY EMPLOYEE, RE, 483.41; PRESTO X, SE, 47.00; QUILL, SU, 424.73; REGIONAL CARE, FE, 50.00; SAYRE ANDERSEN, RE, 327.44; ZIMCO, SU, 2500.75; STATE NATIONAL BANK, RE, 107.47; WAYNE COUNTY COURT, RE, 150.00; CITY EMPLOYEE, RE, 82.22; WESCO, SU, 13032.10

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

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

Cap Peterson of Northeast Nebraska Insurance Agency, the city's property and casualty insurance carrier, presented the City with a dividend check in the amount of \$16,904.97. This is the 14th dividend paid by the Company out of the past 18 years.

Mayor Chamberlain proclaimed, Friday, April 27, 2012, as Arbor Day.

Lesli Rawlings, a Wayne State College Professor, who teaches a class on "Urban GIS", gave a presentation on the service learning project that her class just completed for the City using a software program that allows the user to develop maps. It is a preliminary interactive map which shows some of the prominent historical buildings and artwork along the Main Street corridor.

Councilmember Sturm arrived at 5:43 p.m.

Change Order No. 1 was received from Olsson Associates, the engineers on the Benscoter Addition – Phase 1 Paving and Utility Improvement Project. The amount is for \$34,489.33. This is for sewer improvements only. This Change Order covers additional quantities installed and an increase in pricing allowance. The project engineer,

Rod Hanson of Olsson Associates, approved the detail of the additional cost per linear foot as follows:

- \$1.45/lf for materials
- \$1.20/lf for fuel
- \$.30/lf for aggregate
- \$1.50/lf for labor

The project engineer also approved an additional \$3.00/lf for costs incurred as a result of not only the delay requested by the City, but also the short notice completion date requested by the City when the original contractor (Benscoter Plumbing) had committed to other work during the delay. In addition, there is a \$7.45/lf requested by the contractor over the original bid cost of \$15/lf because of the City's request to delay the project for one year and then meet a deadline requirement.

This project was created and bid out in August 2010. Bids were received and the contract was awarded in September, 2010. The project was halted because of the uncertainty of the hotel getting financing. The City Administrator and Finance Director conferred with TIF Attorney Mike Bacon who advised them that the City would have time to reset the clock for the tax increment financing. The hotel finally got their financing together in late summer of 2011. The City then asked the contractor to get the sewer installed so that the project would not be delayed. The City created some waves in the plans of the contractor to build this by stopping it after it had been bid it out and then starting it in the latter part of the construction season. There are also additional costs that the general contractor is paying. Staff has met with both the project engineer and the City Attorney, and they are comfortable that this is a fair representation of the costs that were incurred by the contractor due to the City changing the schedule and resetting the clock.

The City owns three lots and some park area in this subdivision. This change order, if approved, will increase exposure to the City in the amount of approximately \$2,844. There is also some increase costs to the hotel of approximately \$2,208. The remainder of the costs will be part of the assessments against the lots that the developer owns, who is also the contractor.

Councilmember Frevert asked if staff has seen the original bills presented on this project, because he had received an e-mail which had an increase of 50% on some costs, which seemed excessive for a two-year time frame.

It was noted that the quantities increased because the project was originally for Jaxon Street and Tomar Drive. In the construction of the project, the engineer staked out more (both the first and second phase), and the subcontractor (Penro) began to install the sewer on the second phase. No one knew why the staking got set out for the second phase, but it did.

Lou Bencoter was present. Mr. Bencoter stated that under the terms of the contract, he could have walked away from this project, and if he had, the project would have had to be rebid, and the bids would have been considerably higher because he ate a lot of the costs.

Councilmember Frevert asked whether or not Mr. Bencoter bought the materials at the time he was awarded the project which was back in September, 2010, or did he wait until he started the project. Mr. Bencoter stated he was getting ready to go, and that's when the financing fell through on the motel, which put the project in the hold pattern.

Mr. Bencoter stated when he saw that the hotel was going to go, he was the one who contacted the engineer to get the project going again.

Councilmember Alexander stated he did not know any of this project was put on hold for months until after the fact. Administrator Johnson stated typically the engineer issues a delay, and he did not do that, and staff didn't catch it.

Councilmember Alexander stated when he looks at the bids for this project, the Bencoter bid compared to the other bids, is so much lower. He does not know why that is by looking at the numbers, which raises red flags for him. Then, when he sees change orders come through, those flags get a little bigger. That is why he is apprehensive about approving this. This doesn't include the water project yet, and he's assuming there will be change orders there, too.

Mr. Bencoter responded that the only change in the water will be the price of pipe, which has changed by \$3/ft. The labor he can do himself. He has time now to do that himself. The water is in for the hotel. The rest they can do themselves. If he had had time to do this last fall, they probably wouldn't be having this discussion now, but they didn't want to hold the hotel up. If he hadn't approached the engineer back in November/December, they wouldn't have water and sewer in there yet. He was the one that pushed. He is just trying to recover some of the extra costs. He is also upset with the City in allowing 4th Street to be put in because now he has a bunch of sewer out there that he has to pay for. It never should have been done. What he's trying to do is get along and say, okay, go ahead and assess it to the lots. In reality, there is 500' there with manholes and sewer taps that never should have been done. It's not his fault or the City's

fault. He blames the engineer. Mistakes have been made all over out there, but he's just trying to get along.

Councilmember Sturm stated this is almost like every other thing we do, we are held up by engineers, and somehow there was a big mistake between the engineer and what they told Penro to do. The motel was here, and then it wasn't, etc. This just ends up going back to one of the main things since he's been on the Council, which is it ends up costing the City more because of one thing or another. He didn't want to make Mr. Bencoter pay for this.

Councilmember Berry arrived at 6:04 p.m.

Councilmember Sturm made a motion, which was seconded by Councilmember Berry, approving Change Order No. 1 for the Bencoter Addition – Phase 1 Paving and Utility Improvement Project in the amount of \$34,489.33.

Councilmember Alexander stated he would like to pay the majority of it, but still wanted to discuss the \$7.45 line item, and the additional \$3/lf cost. He would be agreeable to paying for everything except the \$3/lf. He would like to know a little bit more about that, and then bring it back for action.

Councilmember Sturm was not going to amend the motion.

Councilmember Haase stated any meeting he was at, it was never brought up that the hotel was not going to go through. There was a lot of money put up by individuals for this hotel, and it was a project that was delayed because of paperwork and a lot of lawyer work, but it was always going to go through. Everybody also knew where the hotel was going to be.

Mayor Chamberlain stated they didn't want anything moving forward without the hotel since this was a TIF funded project. Until things were definite and financing was in place, we didn't want to take that risk. When there's a delay, you have to find other work to do, and then when all of a sudden they want to get it done and you're in the middle of something else, you have to make other arrangements to get that done. That is where these extra costs came from. It was Mr. Benscoter's intention from the beginning to do the project himself.

BJ Woehler stated that was incorrect, and that if you look in the minutes, Mr. Benscoter stated he was going to have Siouxland Engineering do this project.

Councilmember Sturm couldn't understand the questions regarding this change order since Council has approved change order upon change order for other projects.

Councilmember Alexander stated there was close to a \$200,000 difference in the bids for this job. The change order draws a red flag to him as to whether or not the project is going to end up costing an extra \$200,000. I'm going to bid low, and I'm going to get the job, and then I'm going to have \$200,000 in change orders. That is the problem he has with this. I'm going to insure that I get jobs for the City because I bid low, and then I'm going to increase everything and give you my change orders, and it's going to end up being a little bit higher or around the same price as the other bids. When you have a project and you have four people bidding on it, and they are all within the same number except for one, which is substantially lower than the others, he is going to pay attention to that.

Mayor Chamberlain stated if the City hadn't asked him to delay his start and he would have done the project himself, this probably wouldn't be before the Council. The

extra costs came because he had to hire somebody else to finish the project to get it done in time.

Councilmember Alexander asked Mr. Benscoter if that's where the extra cost came from. Mr. Benscoter responded no, it cost him a lot more than that \$3. That is his offer to settle. He had a lot more costs than that into the project. Had he been able to do it, he would have went in there and done it.

Administrator Johnson stated this completes the project so there will be no more change orders coming. The water has been bid out. We changed the pipe. We went to a different grade of pipe. That is the only cost that is going to change on that. In regard to communication, the City works really well with Olsson's, but there were some breakdowns in our communication with them. The communication breakdown that is troubling Council is that staff did not tell the Council that they put this project on hold. They felt that it was in the best interest of the community to not head down that road without proof the hotel was going to get built. Staff made that judgment call. That should have come to the Council for their direction. Typically when there is a delay like that, there's notice that goes from the engineer to the contractor. That didn't happen either, but everybody kept thinking it was a gradual thing.

Mayor Chamberlain stated the motion, and the result of roll call being all yeas, with the exception of Councilmembers Frevert and Haase who voted Nay, the Mayor declared the motion carried.

Councilmember Ley made a motion and Councilmember Brodersen seconded to approve Certificate of Payment No. 2 for the Benscoter Addition – Phase 1 Utility Project

in the amount of \$43,224.02. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Johnson stated the current lease with the transfer station will end this year. We are preparing to bid the lease out for a three-year period with an option to extend the lease for an additional two years. The agreement can be terminated upon 90 days written notice by either party.

Garry Poutre, Superintendent of Public Works & Utilities, was present to answer questions.

Councilmember Sturm made a motion, which was seconded by Councilmember Alexander, approving the "Request for Proposals for Operation Agreement" for leasing of the transfer station, and directing the City Clerk to begin the bid process. Mayor Chamberlain stated the motion, and the result of roll call being all yeas, the Mayor declared the motion carried.

Wes Blecke, Executive Director of WAED, was present and advised the Council that the LB 840 Sales Tax Advisory Committee met and reviewed an application to Wayne's Economic Development Program Fund. The applicant, the City of Wayne, had requested a \$300,000 grant to set up a revolving loan fund to assist with funding construction loans for housing units being built within the corporate limits of the City of Wayne. The Committee met, and they recommended revising the request to be a 12-year interest free loan to the City (which could be renegotiated after that time depending on need) for \$160,000 to support loan incentives for builders to construct market-rate housing units inside the City limits. The modification of terms by the Committee from the original application reduced the amount from \$300,000 to \$160,000 and changed the

grant request to a 0% loan from the fund. This modified recommendation was unanimously approved with 5 voting members present. The rationale for amending the request was that if this program is successful, the City could reapply for more money. They questioned whether or not there would be \$300,000 out at one time, and their thought was that as the money is repaid as lots are sold, maybe the City wouldn't need the full \$300,000 to fund the project.

Mayor Chamberlain noted that if Council does approve the Committee's recommendation, Council may want to amend the "Housing Construction Loan Incentives to Builders" that they approved at the last meeting.

Councilmember Frevert made a motion, which was seconded by Councilmember Brodersen, approving the recommendation of the LB840 Sales Tax Advisory Committee which was to approve a \$160,000, 12-year interest free loan (which could be renegotiated after that time depending on need) to support loan incentives for builders to construct market-rate housing units inside the City limits.

Mr. Blecke stated Administrator Johnson told the Committee that it did not matter if it was a loan or a grant because if it is granted to you, it is a perpetual revolving loan fund after 15 years. In addition, he always tells the applicant, which in this case is the City, that they can request the Council to disregard the LB840 recommendation and consider the original request.

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

Councilmember Alexander asked Mr. Blecke if he is following up on all of these LB840 grants and loans to make sure the applicants are following the guidelines. Mr. Blecke responded that Finance Director Nancy Braden does that.

The following Resolution would approve the reserve contract with Western Area Power Administration (WAPA). This contract will affirm the resource commitment that WAPA made through the 2021 Power Marketing Initiative. This Reserve Contract will assist customer resource planning activities until a new long-term Firm Electric Service Contract is executed.

Councilmember Sturm introduced Resolution 2012-32 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2012-32

A RESOLUTION APPROVING A CONTRACT WITH THE WESTERN AREA POWER ADMINISTRATION (WAPA) TO RESERVE FIRM ELECTRIC CONTRACT RATES OF DELIVERY WITH ASSOCIATED ENERGY FOR THE CITY OF WAYNE, NEBRASKA.

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

The following Resolution would authorize the City to apply for a grant or assistance from the Nebraska Emergency Management Agency – Hazard Mitigation Grant Program for the purpose of purchasing and replacing the emergency sirens. The total cost to replace all of the sirens is \$104,000. The City’s match, which is 25%, will be \$26,000.

Administrator Johnson stated that \$93,000 has been placed in reserve for this project in case we are not successful in getting the grant.

Marlen Chinn, Interim Police Chief, was present to answer questions.

Councilmember Alexander introduced Resolution 2012-33 and moved for its approval; Councilmember Van Delden seconded.

RESOLUTION NO. 2012-33

A RESOLUTION TO APPLY FOR ASSISTANCE FROM THE NEBRASKA EMERGENCY MANAGEMENT AGENCY – HAZARD MITIGATION GRANT PROGRAM FOR THE PURPOSE OF PURCHASING AND REPLACING THE EMERGENCY CIVIL DEFENSE SIRENS.

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

Councilmember Alexander made a motion and seconded by Councilmember Sturm to enter into executive session in regard to the agenda item – Action to Hire Ranson Roman to undertake appraisal on commercial property, to prevent injury to the reputation of the property owner, and to allow Attorney Miller, Administrator Johnson, and City Clerk McGuire to in attendance. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive session began at 6:50 p.m.

Mayor Chamberlain again stated that the matter to be discussed in execution session relates to the hiring of Ranson Roman to undertake an appraisal on commercial property.

Councilmember Brodersen made a motion and Councilmember Alexander seconded to resume open session. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:59 p.m.

Councilmember Brodersen made a motion, which was seconded by Councilmember Alexander approving the hiring of Ranson Roman to undertake an

appraisal on some commercial property for the sum of \$2,000. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Chamberlain advised the Council that he will be distributing the evaluation/questionnaire forms for City Administrator Johnson, and that the evaluation will take place at either the May 1st or May 15th Council meeting.

Councilmember Brodersen made a motion, which was seconded by Councilmember Alexander, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 7:03 p.m.

CLAIMS LISTING MAY 1, 2012

ADVANCED CONSULTING	KARDELL LOT SPLIT/PHEASANT RUN	3,595.00
AMERICAN TEST CENTER	ANNUAL SAFETY TEST-BUCKET TRUCKS	1,300.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,709.18
APPEARA	LINEN & MAT SERVICE	154.50
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BACON & VINTON	2012 TIF AMENDMENTS	1,600.00
BAIRD, HOLM, McEACHEN	BOND COUNSEL SERVICE-PSTA/EL REV	3,750.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	140.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	33.84
BENSCOTER PLUMBING	BENSCOTER SANITARY SEWER	43,224.02
BIG T ENTERPRISES, INC	BATTERIES	199.90
BLACK HILLS ENERGY	GAS BILLS	162.86
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENTS	422.90
CITY OF NORFOLK	INSPECTIONS	410.91
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
CITY OF WAYNE	PAYROLL	58,299.58
CLAUSSEN & SONS IRRIG.	COUPLER FOR INFIELD-SB COMPLEX	1,701.44
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	3.00
DE LAGE LANDEN FINANCIAL	SENIOR CENTER COPIER LEASE	77.00
DONNA TIETSORT	ENERGY INCENTIVE	393.23
ECHO GROUP INC JESCO	AC REPLACEMENT PARTS	37.98
CITY EMPLOYEE	HEALTH REIMBURSEMENT	361.55
ELLIS PLUMBING & HEATING	PD FAUCET REPAIR	80.50
ESRI	ARCVIEW/GIS SOFTWARE MAINTENANCE	1,065.00
FIRST CONCORD GROUP LLC	FLEX PLAN	3,414.88
FLOOR MAINTENANCE	TOILET TISSUE/DETERGENT/CLEANERS	467.70
FORT DEARBORN LIFE	VFD INSURANCE	116.96
GALE GROUP	BOOKS	53.91
GEMPLER'S INC	CABINET/TAGS	200.40
GERHOLD CONCRETE CO INC.	CONCRETE-S WINDOM TRAIL	2,562.00
GROSSENBURG IMPLEMENT INC	RECOIL/FILTERS/MOTOR BLADES ETC	473.02
HD SUPPLY WATERWORKS, LTD	CRIMPING TOOL	67.68
CITY EMPLOYEE	HEALTH REIMBURSEMENT	78.90
HELENA CHEMICAL CO.	WEED KILLER	1,000.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	8.00
HUBER TECHNOLOGY INC	MOTOR FOR VERTICAL SCREEN	1,154.00
ICMA RETIREMENT TRUST	ICMA RETIREMENT	5,278.62
INTERSTATE ALL BATTERY	BATTERIES	199.60
IRS	FEDERAL WITHHOLDING	19,159.56
JEO CONSULTING GROUP	AQUATIC CENTER STUDY	2,488.50
CITY EMPLOYEE	HEALTH REIMBURSEMENT	245.30
KRIZ-DAVIS COMPANY	ROD/CAUTION MARKERS	575.10
MCGUIRE & NORBY	ATTORNEY FEES	84.84
MIDWEST OFFICE AUTOMATION	COPY CHARGES	1,110.17

CITY EMPLOYEE	HEALTH REIMBURSEMENT	484.15
NE DEPT OF REVENUE	STATE WITHHOLDING	3,049.08
NE EMERGENCY SERVICE	2012 NESCA MEMBERSHIPS	45.00
N.E.NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	59.24
OLSSON ASSOCIATES	BENSCOTER/RICE/COOLING TOWER	18,013.56
OPTIMUM DATA INC	DUAL SWITCHE	1,600.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,275.54
PIEPER & MILLER	ATTORNEY FEES	3,081.00
POLLARD PUMPING	PORT A POTTIES-RUGBY TOURNAMENT	310.00
PRESTO X COMPANY	PEST CONTROL	35.15
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENT	353.04
RON'S RADIO	DUAL BAND RADIO PACKAGE	3,705.60
SMEAL FIRE APPARATUS CO	AERIAL TRUCK	381,197.00
STANLEY SECURITY SOLUTION	TUBULAR LOCKS	204.18
STATE NATIONAL BANK	PUBLIC SAFETY BONDS	45,161.25
TELEDYNE ISCO, INC.	RECHARGEABLE BATTERY/PUMP TUBING	618.15
TOM'S BODY & PAINT SHOP	ROOF SEAM REPAIR	52.00
TRI-CITY SIGN COMPANY	HENRY VICTOR SIGNAGE	5,355.00
UNITED RENTALS	ELECTRIC SCREED RENTAL	50.00
UNITED WAY	PAYROLL DEDUCTIONS	10.00
VAN DIEST SUPPLY	WEED KILLER	35.00
VERIZON WIRELESS SERVICES	CELL PHONES	224.00
VIAERO	CELL PHONES	169.20
VOSS LIGHTING	LIGHT BULBS	127.28
WAYNE AREA ECONOMIC DEVEL	AMBASSADOR DUES-BRADEN/JOHNSON	70.00
WAYNE AUTO PARTS	FILTERS/BATTERY/CONNECTORS ETC	476.10
WAYNE CO SHERIFF	LETTER DELIVERY	18.50
WAYNE COUNTY COURT	BOND	300.00
WESCO DISTRIBUTION INC	STARTERS	174.45

RESOLUTION NO. 2012-32

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

WHEREAS, the annual Wayne State College Student Activities Board/Wayne Area Chamber of Commerce "Stay-Cation Celebration" will be held on Main Street between the north side of the intersection with 1st Street and the south side of the intersection with 2nd Street on August 25, 2012, from 3:00 p.m. to 12:00 midnight, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, the Wayne Area Chamber of Commerce, 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.

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 1st day of May, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2012-11

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

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

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

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

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

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

Section 2. That Chapter 78, Article I, Section 78-11 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-11. Stop sign locations; east of Main Street, north of Seventh Street.

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

- ~~1. East 14th Street at the east approach of 14th Street to Main Street.~~
- ~~2. Schreiner Drive at the south approach of Schreiner Drive to East 14th Street.~~
- ~~3. Schreiner Drive at the north and south approaches of Schreiner Drive to east 12th Street~~

- ~~4. Gulliver Drive at the east approach of Gulliver Drive to Main Street~~
- ~~5. Denkinger Drive at the north approach of Denkinger Drive to East 10th Street~~
- ~~6. Schreiner Drive at the north approach of Schreiner Drive to east 10th Street.~~
- ~~7. Summerfield Drive at the west approach of Centennial Road.~~

1. Main Street at the east approach of East 10th Street.
2. Main Street at the east approach of East 9th Street.
3. Main Street at the east approach of East 8th Street.
4. East 21st Street at the south approach of Claycomb Road.
5. **Lindahl Drive** ~~East 14th Street~~ at the south approach of Walnut Street.
6. East 10th Street at the south approach of Logan Street.
7. East 10th Street at the south approach of Nebraska Street.
8. East 10th Street at the north and south approaches of Walnut Street.
9. East 10th Street at the north approach of Lilac Lane.
10. East 10th Street at the south approach of Pine Heights Road.
11. East 10th Street at the north approach of Hillcrest Road.
12. East 9th Street at the north approach of Walnut Street.
13. East 7th Street at the north approach of Logan Street.
14. East 7th Street at the north approach of Nebraska Street.
15. East 7th Street at the north approach of Windom Street.
16. East 7th Street at the north approach of Walnut Drive.
- 17. East 7th Street at the north approach of Pine Heights Road.**
18. East 7th Street at the north approach of Providence Road.
- 19. East 7th Street at the north approach of Hillside Drive.**
- 20. East 7th Street at the north approach of Centennial Road.**
21. Logan Street at the east and west approaches of East 9th Street.
22. Logan Street at the east and west approaches of East 8th Street.
- 23. Nebraska Street at the east and west approaches of East 9th Street.**
24. Windom Street at the east and west approaches of East 10th Street.
25. Windom Street at the east and west approaches of East 9th Street.
26. Windom Street at the east and west approaches of East 8th Street.
27. Pine Heights Road at the west approach of East 9th Street.
28. Providence Road at the east and west approaches of East 10th Street.
29. Providence Road at the east and west approaches of Sunnyview Drive.
30. Providence Road at the west approach of Poplar Street.
- 31. Centennial Road at the west approach of East 14th Street.**

Section 3. That Chapter 78, Article I, Section 78-12 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-12. Stop sign locations; east of Main Street, south of Seventh Street.

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

1. East 7th Street at the south approach of Logan Street.
2. East 7th Street at the south approach of Nebraska Street.
3. East 7th Street at the south approach of Windom Street.
4. East 7th Street at the south approach of Walnut Street.
5. East 7th Street at the south approach of Dearborn Street.
6. East 7th Street at the south approach of Valley Drive.
- 7. East 7th Street at the south approach of Tomar Drive.**
- 8. East 7th Street at the south approach of Thorman Street.**
9. East 4th Street at the north and south approaches of Nebraska Street.
10. East 4th Street at the north and south approaches of Windom Street.
11. East 4th Street at the north approach of Walnut Street.
12. East Fourth Street at the north approach of Dearborn Avenue.
13. Fairground Avenue at the north approach of South Logan Street.
14. Main Street at the east approach of 6th Street.
15. Main Street at the east approach of 5th Street.
16. Main Street at the east approach of 4th Street.
17. South Main Street at the east approach of Fairground Avenue.
18. Logan Street at the east and west approaches of East 6th Street.
19. Logan Street at the east and west approaches of East 5th Street.
20. Logan Street at the east and west approaches of East 4th Street.
21. Logan Street at the east and west approaches of East 3rd Street.
22. Logan Street at the east and west approaches of East 2nd Street.
23. Windom Street at the east and west approaches of East 5th Street.
24. Dearborn Street at the east and west approaches of East 6th Street.
25. Dearborn Street at the east and west approaches of East 5th Street.

Section 4. That Chapter 78, Article I, Section 78-13 of the Wayne Municipal Code is amended to read as follows:

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

- (a) Stop signs are established at the following locations in the city:
 - 1. West 7th Street at the south approach of Pheasant Run.**
 - 2. West 7th Street at the south approach of Donner Pass.**
 3. West 7th Street at the south approach of Oak Drive.
 4. West 7th Street at the south approach of Sherman Street.
 5. West 7th Street at the south approach of Douglas Street.
 6. West 7th Street at the south approach of Lincoln Street.
 7. West 7th Street at the south approach of Pearl Street.
 8. West 5th Street at the north and south approaches of Sherman Street.
 9. West 4th Street at the north and south approaches of Sherman Street.

10. West 3rd Street at the south approach of Wilcliff Drive.
11. West 3rd Street at the south approach of Blaine Street.
12. West 3rd Street at the north and south approaches of Sherman Street.
13. West 3rd Street at the north and south approaches of Douglas Street.
14. West 3rd Street at the north and south approaches of Lincoln Street.
15. West 1st Street at the north approach of Blaine Street.
16. West 1st Street at the north and south approaches of Sherman Street.
17. West 1st Street at the north and south approaches of Douglas Street.
18. West 1st Street at the north and south approaches of Lincoln Street.
19. West 1st Street at the north and south approaches of Pearl Street.
20. Grainland Road at the north approach of South Maple Street.
21. Grainland Road at the north approach of South Blaine Street.
22. Oak Drive at the west approach of 3rd Avenue.
23. Oak Drive at the east approach of West 3rd Street.
24. Sherman Street at the east and west approaches of West 6th Street.
25. Pearl Street at the east and west approaches of West 6th Street.
26. Pearl Street at the east and west approaches of West 5th Street.
27. Pearl Street at the east and west approaches of West 4th Street.
28. Pearl Street at the east and west approaches of West 3rd Street.
29. Pearl Street at the east and west approaches of West 2nd Street.
30. Main Street at the west approach of West 6th Street.
31. Main Street at the west approach of West 5th Street.
32. Main Street at the west approach of West 4th Street.
33. Main Street at the west approach of West 1st Street.
34. South Main Street at the west approach of Clark Street.

Section 5. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 6. This Ordinance shall be in full force and effect after the passage, approval, and publication or posting as provided by law.

PASSED AND APPROVED this 1st day of May, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**COMMUNITY DEVELOPMENT AGENCY MINUTES
APRIL 3, 2012**

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

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

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

The next item on the CDA agenda was to approve the minutes of the February 21, 2012, meeting.

Member Alexander made a motion and Member Frevert seconded approving the minutes of the February 21, 2012, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

It was noted that no action needed to be taken on item c – Action to Rescind CDA Resolution 2009-9 dated December 15, 2009, which authorized the issuance of tax increment revenue bond (Northeast Nebraska Investors, LLC, Project).

The next item on the agenda was to consider and take action on CDA Resolution 2012-2 authorizing the issuance of tax increment revenue bond

(Northeast Nebraska Investors, LLC Project). Northeast Nebraska Investors, LLC, is ready to process the TIF Bond, and the same is now being reissued.

Member Frevert introduced CDA Resolution No. 2012-2 and moved for its approval; Member Alexander seconded.

CDA RESOLUTION NO. 2012-2

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

Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Chair Haase abstaining due to a conflict of interest, the Chair declared the motion carried.

The next item on the agenda was to discuss and establish prices on the remaining lots in the Western Ridge Subdivision. After discussion, the CDA agreed to reduce the lot price of Lot 14 from \$12,000 to 6,500. The price of Lot 1, which is a very small lot, would be reduced to zero if it is attached to Lot 2. The total price of those two lots would then be \$9,000.

Before action was taken on this matter, it was recommended that the following agenda item, which was a proposal by Kelby Herman to purchase Lots 1 and 2 for \$2,500 each be discussed. Mr. Herman proposes to construct a duplex and have the same completed within six months after executing the 6-month option

window on said lots. He is also requesting the City to rebate the building permit cost back to him to be used as a credit for future lot purchases in Western Ridge II. In addition, he is requesting that the City allow the owner of Western Ridge I to utilize the sewer stub located near Outlot A or provide a stub at the expense of the City when the City enforces the discontinued use of the septic system located on Western Ridge I.

BJ Woehler suggested that the CDA also sell Mr. Herman Tax Lot A, which is just south of Lot 1, to get that on the tax rolls.

While the rebate might be a good incentive, Member Chamberlain thought a timeline needed to be placed on it for him to use. Member Brodersen thought if the rebate is allowed for Mr. Herman, it should be allowed for others.

Member Alexander suggested giving Mr. Herman the option of purchasing Lots 1, 2 and Outlot A for \$9,000.

Joel Hansen, Building Inspector, advised the Council that the issue with Outlot A is that the as-builts did not show a sewer stub on Outlot A for Mr. Herman to attach to. The contractor states that it is there, but he cannot verify that by looking in the manhole. This is the reason for Mr. Herman's request for the City to provide a sewer stub at the expense of the City if there is not one near Outlot A.

It was noted that the City will not see any property taxes from this development for another 12 years.

Member Chamberlain made a motion and Member Frevert seconded to approve the lot prices on the remaining lots in Western Ridge Subdivision as proposed, with the exception of Lot 14 being reduced from \$12,000 to \$9,000.

Further discussion took place regarding the proposed price of Lot 14.

Member Chamberlain amended his motion and Member Frevert seconded the amendment to approve the lot prices on the remaining lots in Western Ridge Subdivision as proposed, with the exception of Lot 14 being left at \$6,500. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Member Sturm made a motion and Member Chamberlain seconded approving the proposal of Kelby Herman, as presented, to purchase and develop Lots 1 and 2, Western Ridge Subdivision, providing he is agreeable to taking Outlot A at no cost. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Member Brodersen who voted Nay, the Chair declared the motion carried.

Member Alexander made a motion and Member Chamberlain 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.

**City of Wayne
CDA Claims List
May 1, 2012**

Wayne Country Treasurer	\$5,394.90
City of Wayne – Attorney fees	301.00
City of Wayne – engineering lot split fees(Advanced Consulting)	895.00

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

RESOLUTION NO. 2012-3

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT
AND PLAN AMENDMENT FOR THE BENCOTER SINGLE FAMILY RESIDENTIAL
DEVELOPMENT PROJECT IN THE CITY OF WAYNE, NEBRASKA; AND
APPROVAL OF RELATED ACTIONS**

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

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

WHEREAS, pursuant to the Redevelopment Plan Amendment, the Agency would agree to pledge incremental ad valorem real property taxes for payment on the principal and interest on that TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Benscoter Project) SERIES 2009 A which indebtedness was incurred to pay for certain costs of acquisition, planning and infrastructure paid by the Redeveloper (the “Project”), in accordance with and as permitted by the Act; and

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

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

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Agency has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not have been economically feasible without the use of tax increment financing, the Project would not have occurred in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

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

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

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

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

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this 1st day of May, 2012.

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

ATTEST:

By: _____
Chair

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in the Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

Amended Redevelopment Contract

AMENDED REDEVELOPMENT CONTRACT

This Amended Redevelopment Contract is made and entered into on May 1, 2012, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Louis Benscoter, President of Windom Ridge Corporation, a Nebraska Corporation (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 authority to enter into this Redevelopment Contract;

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, 1943, as amended (collectively the Act), has designated an area described on the attached Exhibit A as a blighted and substandard area; and

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

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

WHEREAS, Agency and Developer have previously entered into a Redevelopment Contract dated (the "Prior Agreement"), and wish that this Amended Redevelopment Contract to amend the Prior Agreement and amend the prior Redevelopment Plan, by pledging certain incremental ad valorem tax revenues, that were incorrect in the prior contract and plan.

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, 1943, as amended, and acts amendatory thereof and supplemental thereto.

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

"Bonds" or "Series 2009 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (Windom Ridge Corporation, Louis Bencoter, President), Series 2009 A Bonds issued pursuant to Section 18-2147 and 18-2150 of the Act. "Bonds".

"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, construct and equip the Project pursuant to the Act, including, but not limited to costs for: obtaining options to purchase, purchase and closing, including brokerage commissions, tax pro rates, title insurance premiums, land survey and engineering, soil tests, excavation, grading, infrastructure, to include paving, water, sanitary and storm sewer mains,

manholes, pumping stations, force mains, pavement (including street, intersections, curb, gutter, and sidewalks and walking trails), storm water runoff retention ponds and lake or pond construction, electric power substations and lines, including underground, street and area signage and related development fees, to include general development fees, legal, consulting and engineering fees, construction costs, including construction interest, and related off site infrastructure costs for the benefit of the project.

"Amended Redevelopment Contract" means this amended redevelopment contract between Agency and Developer dated May 1, 2012, with respect to the Project.

"Amended Redevelopment Plan" means Exhibit C attached hereto as supplemented by this Amended 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 City dated May 1, 2012, as supplemented from time to time, approving this Amended Redevelopment Contract and Amended Redevelopment Plan.

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

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

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

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

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

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

from time to time.

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

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

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

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

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

ARTICLE II

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby amends the Redevelopment Plan of the Agency to make a provision that any ad valorem tax on real property in the that portion of the Project, described on Exhibit B, 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, 2013, as to the following described real estate, to wit:

 Lots 12, 14, 15, 16 & 18 Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

Section 2.02 Issuance of Bonds.

(a) 2009 A Bonds: Agency on or about September 15, 2009, did authorize the issuance of the Series 2009 A Bonds in the aggregate principal amount of approximately \$75,000.00, and bearing interest from and after the date of issue, bearing interest at Seven

Percent (7%) per Series 2009 A Bonds). The Series 2009 A Bonds are limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore.

Section 2.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency has pledged the TIF Revenues as Security for the Bonds. Section 2.04 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 2.02 above.

Section 2.05 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 C.

Section 2.06 Acknowledgement of Tax Level.

Developer, City and Agency acknowledge that the payment of the Bonds is entirely contingent on factors over which the Agency has no control, including but not limited to the assessed valuation of the project, the variation of tax levies established in the future by taxing entities, statutory, constitutional and court ruling changes. The City specifically acknowledges that all TIF Revenues shall be allocated to the payment of the Series A Bonds, as provided in Attachment B, until all of such semiannual payments and interest and delinquent interest thereon is paid in full.

ARTICLE III

DEFAULT, REMEDIES; INDEMNIFICATION

Section 3.01 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.

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, acts of terrorism, 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 3.02 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article III or this Redevelopment Contract to the contrary 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.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Notice Recording.

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

Section 4.02 Governing Law.

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

Section 4.03 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.

Section 4.04 Amended Redevelopment Contract Revises Prior Agreement.

This Amended Redevelopment Contract revises, the Prior Agreement as and to the extent of the pledge of incremental ad valorem taxes. Provided, however, in all events, all bonds issued pursuant to the approved Redevelopment Plan, being the Series 2009 A bonds shall be valid, binding obligations and are hereby ratified as though fully refunded and reissued on the date hereof.

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

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF WAYNE,
NEBRASKA

Windom Ridge Corporation, A
Nebraska Corporation

Chairman

Louis Benscoter, President

ATTEST:

Secretary

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 1st day of May, 2012, by Jon Haase and Betty A. McGuire, Chair and Secretary, respectively, of the Community Development Agency of the City of Wayne, Nebraska, on behalf of the Agency.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of May, 2012, by Louis Benscoter, President of Windom Ridge Corporation, a Nebraska Corporation.

Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES (REDEVELOPMENT AREA)

All the lots and lands included within the Benscoter Addition to the City of Wayne, Wayne County, Nebraska, as currently proposed in the preliminary plat, or hereafter subdivided.

EXHIBIT B

Description of lots pledged with effective date of January 1, 2013:

Lots 12, 14, 15, 16 & 18 Bencoter Addition to the City of Wayne, Wayne County, Nebraska

EXHIBIT C

DESCRIPTION OF PROJECT AND DEVELOPERS AMENDED REDEVELOPMENT PLAN FOR LOUIS BENSCOTER PROJECT

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.

The Developer has acquired, developed and rehabilitated the real estate shown on Exhibit A to the Redevelopment Contract by constructing an approximately 30 lot housing development, with houses to be built in phases, including infrastructure on the real estate.

The Community Development Agency authorized the issuance of a bond, designated the 2009 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, 2013 as described in this Amended Redevelopment Contract. The Developers will use the proceeds of the bond to assist in payment of Project Costs in the construction and acquisition of the project.

The specific purpose of this plan amendment is to revise the pledge of lots pledged to divide ad valorem taxes to support previously authorized tax increment revenue bonds, as provided in the prior agreement between the City, Agency and the Developer.

EXHIBIT C

BENSCOTER ADDITION REDEVELOPMENT PLAN

OVERVIEW

This Bencoter Addition Redevelopment Plan (the "Redevelopment Plan" or the "Plan") is intended to redevelop an area within the City of Wayne (the "City"), which has been declared blighted and substandard pursuant to the Community Development Law of the State of Nebraska.

The Developer will acquire and redevelop the real estate shown on Exhibit A (the "Redevelopment Plan Area") by constructing approximately 30 lot single family housing development. The redevelopment will be implemented in phases.

Redevelopment activity authorized by this Redevelopment Plan must be accompanied by a specific project plan for each phase describing the activities that will be undertaken. While this Redevelopment Plan establishes overall City policies and intentions toward the

comprehensive redevelopment of the area, additional phases will require subsequent project plans. These project plans will be considered amendments to this Redevelopment Plan.

The Developer will not develop the project in the Redevelopment Area or elsewhere in the City without the benefit of tax increment financing. The costs and risks of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. All financing for the redevelopment is contingent on the grant of bond proceeds to be set forth in a redevelopment contract. The Plan proposes that the Wayne Community Development Agency (the "Authority") issue bonds, to be designated Series 2009 A Bonds and subsequent bonds (the "Bonds") to be repaid solely from the excess ad valorem real estate property taxes generated by a series of redevelopment projects pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from their respective effective dates. The Developer will use the proceeds of the Bonds to assist in payment of Project Costs, to be defined in the redevelopment contract, in the construction and acquisition of the project.

THE REDEVELOPMENT PLAN

1. Relationship of Plan to local objectives for appropriate land use: This Plan contemplates a change in current land use. The land use will be changed from crop land to a mixed use residential development. Zoning is currently appropriate for the intended use. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the Redevelopment Plan Area. This new development is targeted to entice new residents to the community for general economic support of the community and to retain vital services in the City.

2. Relationship of Plan to local objectives for improved traffic flow and public utilities in Redevelopment Plan Area:

Streets: Streets will be dedicated and platted in accordance with the preliminary and final plats approved from time to time by the City. All streets shall have a hard surface. The streets internal to the subdivision shall be dedicated and installed at the sole cost of the Developer in accordance with City policy. The specifications for such streets shall be normal and customary for residential development in the Wayne County, Nebraska, area.

Potable Water Lines: The Developer shall pay for and install all potable water lines and fire hydrants required in the subdivision.

Sanitary Sewer Lines: The Developer shall pay for the installation of all interior sanitary sewer lines, in accordance with the recommendation of the Developer's engineer.

Electrical Power: The Developer shall pay for the installation of all interior electrical power lines to service the project. All transmission lines shall be underground.

The plans for all infrastructure installation shall be reviewed by and approved by the City Engineer.

3. Relationship of Plan to local objectives for community facilities: The execution of this Plan will provide a much needed residential subdivision for the community that has been identified as an unmet need.
4. Redevelopment Plan Area: Exhibit C1 shows the boundaries of the Redevelopment plan Area. The property is improved with a few small dilapidated structures that will be demolished..
5. Proposed land use plan: Exhibit C2 shows the proposed land use plan after redevelopment as a fully developed residential and commercial development. This plat will be amended and changed as circumstances require for the future projects.
6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will change for the area. Currently there is no residential occupancy. During the phase in of the construction, up to 30 single family residential lots will be developed. This number may change during phase in to take into account duplex lots, as demanded, and as approved by the Mayor and City Council.
7. Statement regarding change in street layouts: This Plan proposes changes in street layout as shown in Attachment C2.
8. Site plan after redevelopment: Exhibit C2 is an accurate proposed site plan of the Redevelopment Plan Area after redevelopment. The Plan may change slightly during the phases as development occurs, and additional final platting is approved by the City.
9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: Additional public utilities are required to support the proposed Plan, as discussed above.
10. Public cost/benefit analysis: The Redevelopment Plan requires that the Developer acquire and construct a residential development. It is intended that no public funds, other than the tax increment financing benefit, will be used for the acquisition and development of the redevelopment Plan.

The Developer will provide all financing for Project Costs of the Developer. The Developer will either provide purchasers for the Bonds or purchase the Bonds. The Bonds shall be repaid solely from the excess ad valorem tax stream created by the redevelopment projects, and not secured by any additional pledge by either the Authority or the City. All ad valorem taxes currently generated in the Redevelopment Plan Area will continue to be paid to all respective taxing authorities, including the school district, the City and Wayne County. All ad valorem taxes for each respective project shall revert to the taxing authorities at the expiration of each fifteen year project term or the full payment of the Bonds.

The Project initially will result in at least 3 new residential units. The Redevelopment Plan provides for approximately 30 new single family homes developed in the City. Full build-

out of the Redevelopment Plan is estimated to take 10 years. The Project provides for long-term property tax base increase and stability, encouragement of additional redevelopment and an expansion of the local sales tax and property tax bases through the new residents spending in City stores.

REDEVELOPMENT PROJECT ONE PLAN

The Redevelopment Project One Plan (the "Project") provides for the construction of 3 market rate single-family homes within the Redevelopment Plan Area on Lots 12, 14, 15, 16 & 18 Benscoter Addition to the City of Wayne, Wayne County, Nebraska. The Developer will acquire the property and commence installation of infrastructure, allowing it to develop 30 single family lots as part of the Project in 2009. See Exhibit C2. Thereafter, additional residential structure development (housing) is planned to occur at the rate of at least 3 additional residential lots annually. The lots selected by the Developer for this Project, and each future project, do not need to be contiguous. The means and timing of such selection shall be set out in the redevelopment contract.

The Project projects the use of approximately \$75,000.00 in net Bond proceeds to finance acquisition, demolition, utilities, and other public improvements.

Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in Redevelopment Project One 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, 2013, 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 Authority 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 Authority 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 Authority 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.

FUTURE PROJECT PLANS

The Redevelopment Plan will be implemented through a series of individual redevelopment project plans. As stated above, additional residential structure development (housing) is planned to occur at the rate of at least 3 additional residential lots annually. The lots selected by the Developer for this Project, and each future project, do not need to be contiguous. The means and timing of such selection shall be set out in the redevelopment contract. Each group of lots selected annually will be deemed to be a distinct project. Each of these future redevelopment project plans shall establish an effective date for the division of ad valorem taxes for each respective project. Each redevelopment project plan shall require separate consideration and approval by the City Council. Such future projects, as described herein, are found and declared to be modifications that do not substantially change the Redevelopment Plan, and shall not require further public hearing or consideration by the Planning Board. The Bonds shall be amortized by the excess ad valorem taxes generated from the Project and from future project plans within the redevelopment Plan Area.

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

RESOLUTION NO. 2012-4

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT PLAN
AMENDMENT FOR THE WESTERN RIDGE SINGLE FAMILY RESIDENTIAL
PLANNED UNIT DEVELOPMENT PROJECT IN THE CITY OF WAYNE,
NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

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

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

WHEREAS, pursuant to the Redevelopment Plan Amendment, the Agency would agree to pledge incremental ad valorem real property taxes for payment on the principal and interest on that TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Western Ridge II Subdivision Project) SERIES 2009 A which indebtedness was incurred to pay for certain infrastructure installed by the City (the “Project”), in accordance with and as permitted by the Act; and

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

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

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Agency has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not have been economically feasible without the use of tax increment financing, the Project would not have occurred in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

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

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

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

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

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED this ____ day of May, 2012.

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

ATTEST:

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

Lots One through 48, inclusive, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

**REDEVELOPMENT PLAN
Amendment No. 3**

**WESTERN RIDGE SINGLE FAMILY RESIDENTIAL
PLANNED UNIT DEVELOPMENT PROJECT**

REDEVELOPMENT PLAN Amendment May 2012

WESTERN RIDGE SINGLE FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT PROJECT

DESCRIPTION OF PLAN AMENDMENT

OVERVIEW:

The City Council approved a redevelopment plan (the “Original Plan”) prepared and recommended by the Community Development Agency and approved by the City Council for the Western Ridge II Subdivision. The Plan was subsequently amended in 2010 and 2011. The Original Plan is intended to redevelop Lots 1-48 of Western Ridge II PUD Subdivision, 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 by the construction of 48 single family residential lots, in three phases. Phase one includes 17 new homes with average value of \$130,000 and 10 with average value of \$160,000) single family homes and related site improvements.

The Community Development Agency of the city of Wayne (the “Agency”) is the owner of the real estate. The Agency is redeveloping the real estate shown on Exhibit A (the “Redevelopment Plan Area”) by constructing approximately a 48 lot single family housing development subdivision, complete with the installation of paved streets, sewer, potable water, electrical lines and storm water drainage. The Original Redevelopment Plan further provides that the Agency will offer lots for sale, with the intention of developing housing for low to moderate income families. The redevelopment project will be implemented in three phases with the significant balance of the infrastructure being installed within 12 months after original plan approval.

THE REDEVELOPMENT PLAN AMENDMENT:

1. Relationship of the Plan to Local Objectives: This plan amendment does not alter this element.
2. Statement as to the Kind and Number of Additional Public Facilities or Utilities Required to Support Land Use After Redevelopment: This plan amendment does not alter this element.
3. Boundaries And Site Plan Of Redevelopment Project Area: This plan amendment does not alter this element.
4. Land Use: This plan amendment does not alter this element.
5. Information On Population Densities, Land Coverage And Building Intensities: This plan amendment does not alter this element.
6. Zoning and Ordinance Changes: This plan amendment does not alter this element.
7. Proposed Changes to Streets: This plan amendment does not alter this element.
8. Statement of Public Cost/Benefit Analysis: This plan amendment does not alter this element.

REDEVELOPMENT PROJECT PLAN AMENDMENT

This Plan Amendment revises the effective date for pledge of ad valorem incremental taxes as shown below.

The Original Plan initially projected the use of approximately \$500,000 in net Bond proceeds to finance public improvements. The Agency actually issued \$325,000.00 in bonds to pay for infrastructure and related costs for the project.

Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon the following real property in Redevelopment Plan Amendment, to wit: All Lots (except those previously pledged) specifically the lots pledged for this plan amendment is **Lot 8** in the Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be the first day of January after the issuance of a building permit (which shall mean January 1, 2012 as to said Lot 8), but only as to the lot on which such building permit is issued, 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 Authority 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 Authority for financing or refinancing, in whole or in part, a redevelopment project. Specifically, such portion is pledged to the payment of principal and interest on the TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Western Ridge II Subdivision Project) SERIES 2009 A. When such bonds, loans, notes, advances of money, or indebtedness including interest and premium due have been paid, the Authority 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.

Agency Determinations: 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;

(a) The Redevelopment Project 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;

(b) Based on the representations of Agency and City Staff and other information provided by the such Staff,

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

Recommended by the Community Development Agency on _____

Hearing notice published on _____ and _____

Letters and map mailed to taxing entities on _____

Hearing and approval by city council on _____

NOTE HEARING MUST BE AT LEAST 10 DAYS AFTER 2ND PUBLICATION
LETTER TO TAXING ENTITES AND MAP MUST BE MAILED AT LEAST 10 DAYS
PRIOR TO PUBLIC HEARING.

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

Lots 2 and 8, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

RESOLUTION NO. 2012-33

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

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

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

WHEREAS, the City has previously declared the area legally described in **Exhibit A** attached hereto (the “Redevelopment Area”) to be blighted and substandard and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Development Agency of the City of Wayne, Nebraska (the “Agency”) has prepared or caused to be prepared a Redevelopment Contract Amendment including a Redevelopment Plan Amendment (the “Redevelopment Plan Amendment”), in the form attached hereto as **Exhibit B**, for the redevelopment of that portion of the Redevelopment Area legally described on **Exhibit C** (the “Project Area”); and

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

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

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

Section 1. The Redevelopment Plan Amendment is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area

without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency with respect to the Redevelopment Plan Amendment.

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

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area, to wit: Lot(s) Lots 12, 14, 15, 16, and 18 Bencoter Addition, all in the City of Wayne, Wayne County, Nebraska, for the benefit of any public body be divided as follows for a period of 15 years after the effective date of this provision as provided in Section 18-2147 of the Act, which effective date shall be January 1, 2013:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Project. Specifically, such portion is pledged to the payment of principal and interest on the TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Bencoter Project) SERIES 2009 A. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Project Area shall be paid into the funds of the respective public bodies.

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

PASSED AND APPROVED this 1st day of May, 2012.

CITY OF WAYNE, NEBRASKA

ATTEST:

By: _____
Clerk

By: _____
Mayor

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in the Benscoter Addition to the city of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

REDEVELOPMENT PLAN AMENDMENT

This plan amendment is to pledge Lot(s) Lots 12, 14, 15, 16, and 18 Benscoter Addition, all in the City of Wayne, Wayne County, Nebraska, with an effective date of January 1, 2013, for division of taxes pursuant to §18-2147 to the payment of 2013 Bonds previously issued by the Community Development Agency.

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

* * * * *

Lot(s) Lots 12, 14, 15, 16, and 18 Benscoter Addition, all in the City of Wayne, Wayne County, Nebraska.

RESOLUTION NO. 2012-34

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

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

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

WHEREAS, the City has previously declared the area legally described in **Exhibit A** attached hereto (the “Redevelopment Area”) to be blighted and substandard and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Development Agency of the City of Wayne, Nebraska (the “Agency”) has prepared or caused to be prepared a Redevelopment Plan Amendment (the “Redevelopment Plan Amendment”), in the form attached hereto as **Exhibit B**, for the redevelopment of that portion of the Redevelopment Area legally described on **Exhibit C** (the “Project Area”); and

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

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

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

Section 1. The Redevelopment Plan Amendment is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project,

including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency with respect to the Redevelopment Plan Amendment.

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

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area, to wit: Lot 8, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska, for the benefit of any public body be divided as follows for a period of 15 years after the effective date of this provision as provided in Section 18-2147 of the Act, which effective date shall be January 1, 2012:

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, the Project. Specifically, such portion is pledged to the payment of principal and interest on the TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Western Ridge II Subdivision Project) SERIES 2009 A. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in the Project Area shall be paid into the funds of the respective public bodies.

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

PASSED AND APPROVED this ____ day of _____ 2012.

CITY OF WAYNE, NEBRASKA

ATTEST:

By: _____
Clerk

By: _____
Mayor

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

Lots One through 48, inclusive, Western Ridge II Addition to the city of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

REDEVELOPMENT PLAN AMENDMENT

This plan amendment is to pledge Lots 2 and 8, Western Ridge II Addition to the City of Wayne, Wayne County, Nebraska, with an effective date of January 1, 2012, for division of taxes pursuant to §18-2147 to the payment of 2010 Bonds previously issued by the Community Development Agency.

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

Lots 2 and 8, Western Ridge II Addition to the City of Wayne, Wayne County,
Nebraska.

* * * * *

RESOLUTION NO. 2012-35

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE NEBRASKA DEPARTMENT OF ROADS RELATING TO THE ENGINEERING AND CONSTRUCTION SERVICES FOR THE STATE OF NEBRASKA, DEPARTMENT OF ROADS IMPROVING HIGHWAY N-15 IN WAYNE PROJECT (LOGAN CREEK BRIDGE).

WHEREAS, the State of Nebraska Department of Roads has plans for the milling and overlaying of the bridge deck over Logan Creek Bridge beginning at the south corporate limits and extending just north of Logan Creek under a project designated BR-15-4(118); and

WHEREAS, the City of Wayne and the State of Nebraska Department of Roads are desirous to improve this location as shown on Exhibit "A" attached to the said agreement under a project designated BR-15-4(118).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the proposed agreement between the City and the State of Nebraska Department of Roads regarding the improvements of the Logan Creek Bridge designated BR-15-4(118), a copy of which is hereto attached for reference, is accepted, and the Mayor is hereby authorized and directed to execute the agreement on behalf of the City.

PASSED AND APPROVED this 1st day of May, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

A G R E E M E N T

PROJECT NO. BR-15-4(118)
CONTROL NO. 31893
CITY OF WAYNE
STATE OF NEBRASKA, DEPARTMENT OF ROADS
IMPROVING HIGHWAY N-15 IN WAYNE

THIS AGREEMENT made and entered into by and between the City of Wayne, a municipal corporation of the State of Nebraska, hereinafter referred to as the "City," and the State of Nebraska, Department of Roads, hereinafter referred to as the "State."

WITNESSETH:

WHEREAS, it is the desire of the parties that a portion of Highway N-15 be improved at the location as shown in Exhibit "A" which is attached and hereby made a part of this agreement, and

WHEREAS, said improvement is located within the designated urban area of Wayne, Nebraska, and funds administered by the State, hereinafter known as "State Funds," have been made available for the construction of improvements such as this, and

WHEREAS, Federal Regulations provide that the City shall not profit or otherwise gain from local property assessments that exceed the City's share of project costs, and

WHEREAS, it is the further desire of the City that the proposed urban construction be included in a project under the designation of BR-15-4(118), as evidenced by the Resolution of the City Council dated the ____ day of _____, 2012, identified as Exhibit "B", which is attached hereto, and hereby made a part of this agreement, and

WHEREAS, the description of the project is as follows:

This project will consist of milling and overlaying the bridge deck over Logan Creek Bridge beginning at the south corporate limits and extending just north of Logan Creek.

NOW THEREFORE, in consideration of these facts and the mutual promises of the parties hereto, it is hereby agreed that the construction or reconstruction of the aforesaid highway between construction limits described in Exhibit "A" shall be accomplished according to and in the manner provided by plans and specifications to be prepared by the State, which are by this reference, made a part of this agreement.

And the parties agree further as follows:

SECTION 1. The City agrees for the portion of the project within its corporate limits:

- (a) To pass and enforce an ordinance as required effecting the following restrictions within the project limits: N/A
- (b) To prohibit business establishments being located in such a way that vehicles being served will be required to stand on said public highway right of way.

- (c) To require that all future entrances from private property to the public right of way within the limits of this project receive prior approval of the Director or his authorized representative.
- (d) To clear, at no cost to the State, the present right of way of this project of all advertising signs. The City also agrees, at no cost to the State, to clear any other privately owned facility or thing that may interfere with the construction, maintenance and operation of the improvement planned in this project, and to keep the old and new right of way free of future encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration.
- (e) If the City performs any part of the work on this project itself, the City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101 through 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in Exhibit "C" attached hereto and hereby made a part of this agreement. The reference to "Contractor" in this exhibit shall mean the "City."
- (f) **DISADVANTAGED BUSINESS ENTERPRISES**
 - (1) **Policy**

The City and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.
 - (2) **Disadvantaged Business Enterprises Obligation**

The City and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the City shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The City shall not discriminate on the basis of race, color,

national origin, or sex in the award and performance of FHWA assisted contracts.

The City acting as a subrecipient of Federal-aid funds on this project agrees to adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the City enters into on this project.

On any work performed by the City, failure of the City to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

- (g) Any changes in the roadway geometrics, either during project construction or after the project is completed, including but not limited to access control, driveways, median breaks, parking restrictions or any other traffic control items shall require prior approval of the State with Federal Highway Administration concurrence.
- (h) To provide, where the proposed construction involves a change in the grades established by City ordinance, that an amendment to said ordinance be passed, reestablishing said grades as shown in the plans without cost to the State.

SECTION 2. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide, 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference. By signing this agreement, the City agrees to adopt, on the improvement contemplated in this agreement the Nebraska Department of Roads' Policy for Accommodating Utilities on State Highway Right of Way issued by the State August, 1998, and its subsequent revisions or additions.

The City further agrees:

- (a) To comply with Neb.Rev.Stat. §39-1361, and the rules and regulations of the Department of Roads before making or allowing to be made, any utility excavation, pavement cuts or performing other activity upon said highway, and shall be responsible to see that all such work is performed according to the rules and regulations of, and by authority of a permit granted by the Department of Roads of the State of Nebraska.
- (b) To furnish or cause to be furnished all of the labor, tools, equipment and materials for the rehabilitation of its municipally owned utilities as made necessary by the construction of this project.
- (c) To prepare and submit to the State upon receipt of preliminary construction plans for this project a plan and estimate detailing anticipated location and nonbetterment costs for the rehabilitation of all municipally owned utilities as made necessary by this project. It is mutually understood that all nonbetterment municipal utility rehabilitation costs within the corporate limits of the City will become a project cost, but that outside said City limits only the nonbetterment portion of the rehabilitation costs of facilities currently occupying private right of way will be reimbursed. The cost of nonbetterment rehabilitation of municipally owned and operated utilities within the corporate limits is currently unknown. Should this project necessitate the nonbetterment rehabilitation of any municipally owned and operated utilities, the parties hereto agree to enter into an agreement to provide for the design and construction of the nonbetterment utilities and the reimbursement to the City for the State's share of the costs of the rehabilitation of municipally owned and operated utilities. Said agreement shall be entered into prior to utility work beginning.

SECTION 3. The Federal share of this project shall be reduced by any project specific local property assessments that exceed the appropriate local share on this project. This is subject to State review.

SECTION 4. All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and the Nebraska Supplement thereto. If the City is to perform or contract for any work, they will develop a traffic control plan. The plan will be provided to the State's Project Manager for approval and acceptance. It will be the City's responsibility for the operation and maintenance of the approved traffic control plan.

The City further agrees to comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and

to use caution when working in the State right of way and provide appropriate traffic control to direct traffic.

SECTION 5. It is hereby agreed that plans and specifications for the above mentioned project will be on file in the office of the Department of Roads, Lincoln, Nebraska.

SECTION 6. The City and State will fully cooperate to cause the removal from public right of way, or correction or alteration in the public right of way, as necessary for the construction of the aforesaid project, of all pipe lines, poles or other underground or overhead services not owned by the City and are located within the corporate limits.

SECTION 7. The State hereby agrees:

- (a) To prepare and convey to the City, prior to construction, plans for the proposed subject project.
- (b) To advertise and conduct a letting and receive bids on the contemplated improvement. The City agrees that the State will award the contract to the lowest responsible bidder and that said contract shall be signed only by the State.
- (c) To supervise and cause completion of the construction of the improvement as shown in the plans.
- (d) To acquire all additional right of way and do all things, in pursuance of the aforesaid project, not specifically assumed by the City.
- (e) To reimburse the City for the nonbetterment rehabilitation of municipally owned utility facilities as provided in Section 2(c).
- (f) To construct this project without cost to the City, except as provided specifically herein.

SECTION 8. The parties hereto agree that the State shall make sole determination as to the scheduling of the construction for this project.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, 2012.

ATTEST:

CITY OF WAYNE

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, 2012.

STATE OF NEBRASKA
DEPARTMENT OF ROADS
James J. Knott, P.E.

Roadway Design Engineer

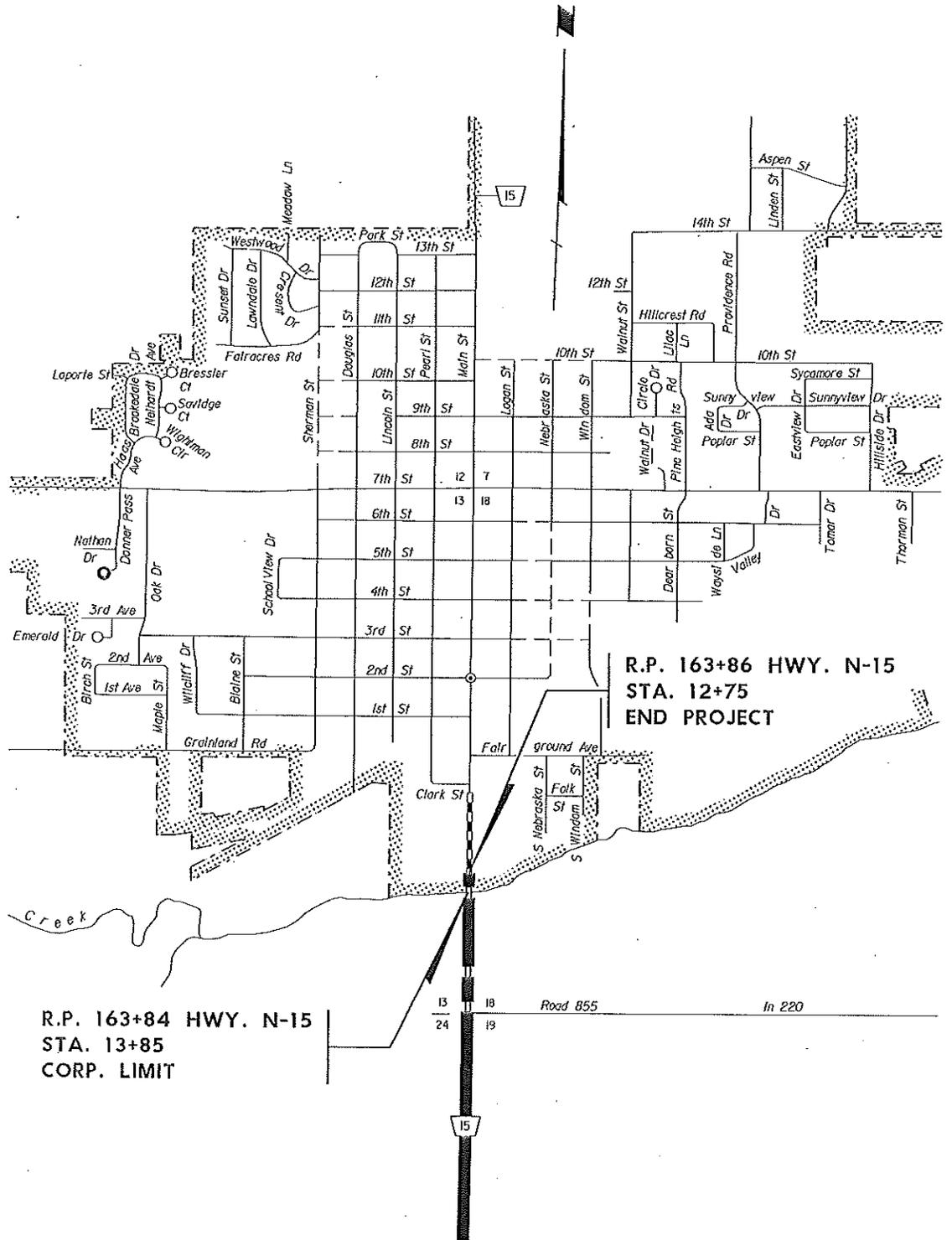
RECOMMENDED:
Kevin Domogalla, P.E.

District 3 Engineer

AGRC7-NR

WAYNE

WAYNE COUNTY NEBRASKA



R.P. 163+84 HWY. N-15
STA. 13+85
CORP. LIMIT

R.P. 163+86 HWY. N-15
STA. 12+75
END PROJECT

15-4(118)
C.N. 31893

EXHIBIT "A"

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "C"

RESOLUTION NO. 2012-36

A RESOLUTION APPROVING AMENDMENT #2 TO THE LETTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES FOR THE WAYNE POWER PLANT COOLING TOWER INSTALLATION PROJECT.

WHEREAS, the Wayne City Council approved a Letter Agreement with Olsson Associates on September 20, 2011, for professional services regarding the “Wayne Power Plant Cooling Tower Installation Project”; and

WHEREAS, the Wayne City Council approved Contract Agreement No. 1 on January 17, 2012; and

WHEREAS, the work effort to get the cooling tower foundations completed by the grant deadline is greater than provided in the original contract; and

WHEREAS, Olsson Associates is requesting that the scope of services be amended so that Olsson will:

- Continue to provide planning and coordination of the contractors for the City of Wayne in an effort to complete the construction by August 3, 2012;
- Provide construction field and testing services as required to assure proper construction of the proposed facilities; and
- Provide professional services, including design as necessary for the proper construction of the proposed facilities.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment #2 to the Letter Agreement between the City of Wayne and Olsson Associates for the “Wayne Power Plant Cooling Tower Installation 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 1st day of May, 2012.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



**CONTRACT AMENDMENT #2
to the Letter Agreement for
Professional Services for**

**Power Plant Cooling Tower Installation "Project"
Wayne, Nebraska**

Olsson Project No. 011-1937

THIS CONTRACT AMENDMENT, executed between the City of Wayne, Nebraska, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated September 16, 2011.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

SECTION 1 - SCOPE OF SERVICES

Whereas the work effort to get the cooling tower foundations completed by the Grant deadline involved evaluating previous designs, providing construction site services and construction testing services and was greater than provided for in the original contract, Olsson still needs to provide services through the completion of this project.

Olsson's scope of services shall be amended as follows:

- 1.1 Olsson will continue to provide planning and coordination of the contractors for the Client in an effort to complete the construction by August 3, 2012.
- 1.2 Olsson will provide construction field and testing services as required to assure proper construction of the proposed facilities.
- 1.3 Olsson will provide professional services, including design as necessary for the proper construction of the proposed facilities. One specific requirement will be evaluating the power plant surge tank system for adequacy after removal of existing exterior surge tank.

SECTION 2 - COMPENSATION

For the professional services covered by this Contract Amendment No. 2, Client agrees to pay Olsson as follows:

- 2.1 For the Scope of Services described above, Olsson's fee shall be on a time and material basis not to exceed \$15,000.00.
- 2.2 Time shall be the actual time of the personnel performing the service on the basis of Salary Costs times a factor of 2.5 plus reimbursable expenses, unless otherwise agreed to by both parties. Reimbursable expenses shall be invoiced in accordance with the General Provisions attached to the original, executed letter agreement dated September 16, 2011.
- 2.3 Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the date on the invoice.

SECTION 3 - OTHER MATTERS

It is mutually understood and agreed:

3.1. That all provisions of the original agreement not amended herein shall remain unchanged.

Executed this _____ day of _____ 2012.

OLSSON ASSOCIATES

By *Ken Faulstich*

By *Dee P. Penner*

CITY OF WAYNE, NEBRASKA "Client"

By _____

Title _____

ATTEST:

By _____

Title _____

RESOLUTION NO. 2012-37

A RESOLUTION AMENDING HOUSING CONSTRUCTION LOAN INCENTIVES FOR BUILDERS.

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

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

1. Lots can be selected within the city limits by the buyer or builder.
2. Incentives for fifteen homes will be approved on a first-come, first-serve basis.
3. Builder/buyer will sign an agreement with the City for incentives for approved incentives.
4. Builder/buyer participation in the "Energy Star Program" is required with every house receiving incentives.
5. Eligible home buyers must have an annual household income of no more than 150% median income for Wayne County.
6. Builder will be eligible for a \$20,000 construction loan per speculative housing unit and \$30,000 per housing unit being built by an owner of a lot, at 0% interest until date of sale or four (4) years, whichever comes first, from LB840 funds or other funds provided by the City with payback from the homebuyer at the time of permanent financing.
7. Proceeds from the incentive loan repayments will be deposited into a City revolving loan fund to be re-loaned for future housing construction incentives.
8. Construction loan would be secured by a Deed of Trust on the property and subordinate to commercial or private construction financing.
9. Applications for housing incentive construction loans must be submitted to the Wayne City Council for their approval.
10. Approval of front elevation design of each house receiving a construction loan incentive will be required by the City Council or a designated representative with approval of the building permit.
11. Houses must be ready for occupancy permit within 24 months (two construction seasons) of date of execution of an incentive agreement.

12. Suggested penalties for not completing house within the required 24 months are:
 - a. If primary construction loan is not secured within 6 months of approval of the incentive, the City incentive loan will become void.
 - b. If the house is not ready for occupancy within 24 months, the builder is not eligible for future city incentives.
 - c. If the house does not have an occupancy permit within 24 months, the loan is in default and due immediately at 5% interest from the date of loan approval.

13. Request for LB840 funds – will need to borrow funds from the Electric Fund to establish the first round of loans.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Wayne, Nebraska, hereby approve and adopt the foregoing amended “Housing Construction Loan Incentives” to promote the building of market-rate houses or townhouses in Wayne.

PASSED AND APPROVED this 1st day of May, 2012.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk