

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
July 19, 2022**

1. [Call the Meeting to Order – 5:30 p.m.](#)
2. [Pledge of Allegiance](#)

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

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. [Approval of Minutes – July 5, 2022](#)
4. [Approval of Claims](#)
5. [Ordinance 2022-13: Authorizing the release and abandonment of the 14 foot utility easement located between Lots 8 and 9, Block 6, Vintage Hill 3rd Addition to the City of Wayne, Wayne County, Nebraska – Kyle and Leah Ahlers](#)

Background: Kyle and Leah Ahlers have purchased two lots in the Vintage Hill 3rd Addition (map showing the lot locations is enclosed). They would like to eliminate the utility easement between the two lots to build on.

6. [Action to reconsider Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America](#)

Background: Council approved this Marketing Agreement with Utility Service Partners back on November 5, 2019. This was a 3-year agreement. We have received to date \$2,788.57 in license fees for this service. We should receive another payment in February 2023. This agreement will automatically renew for one additional one-year term unless we give them written notice at least 90 days prior to the end of the initial term that we do not intend to renew the agreement.

We have been in contact with them, and they have another option for Cities after the initial term. This would allow the City to continue to make the program available to its residents, but discontinue the marketing. This is what they refer to as “web/phone status of a partner,” and they would no longer send out letters to the homeowners. This allows residents to still enroll in the program if they choose, as well as the City to continue to receive the royalties.

If the City would decide to terminate the agreement or not renew, the royalties would discontinue and no new customers would be eligible to enroll. Typically partners that move

to web and phone stay under the same agreement because it states they do not mail without our review and approval prior thereto, and they would just move the city to web/phone status in their system and we would not be included in future mailings. This allows us to keep the same pricing and royalty that is in the current contract.

7. **Public Hearing:** **To consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code, Section 152.139 (F) (6) Schedule of Minimum Off-Street Parking and Loading Requirements. The applicant, R. Perry Construction, Inc., seeks to amend the code to change the parking requirements for multi-family residential in R-4 District to 1.25 spaces per sleeping room. (Advertised Time: 5:30 p.m.)**

Background: The Planning Commission held a public hearing on this matter on July 11, 2022. R. Perry Construction, Inc., the applicant, is requesting the Code be amended to change the parking requirements for multi-family residential in an R-4 District to 1.25 spaces per sleeping room. The Planning Commission has forwarded a recommendation to change the code to reflect the 1.25 spaces per sleeping room with the “Finding of Fact” being staff’s recommendation.

R. Perry Construction, Inc., will request consideration to waive the three readings on the following Ordinance.

8. **Ordinance 2022-14:** **Amending Wayne Municipal Code, Section 152.139 (F) (6) Schedule of Minimum Off-Street Parking and Loading Requirements**
9. **Public Hearing:** **Redevelopment Plan for the R. Perry Construction, Inc., Project (Advertised Time: 5:30 p.m.)**

Background: R. Perry Construction, Inc., is requesting tax increment financing for a project consisting of two development activities, all being a part of the overall Project. The separate activities are designated as “Project One” and “Project Two.” "Project One" of the Redevelopment Project is the development of an apartment complex on the apartment site by the Redeveloper, consisting of approximately 144 apartments in 4 apartment buildings with 36 apartments each. Project One is anticipated to include a clubhouse of approximately 4,000 sf and a pool area. The Redevelopment Project provides for acquisition of the Apartment Site from the City pursuant to a purchase agreement.

"Project Two" of the Redevelopment Project is the creation of a four-acre (approximate) lake on the Lake Site. Project Two is to be constructed by the Redeveloper based on a design and in a location to be determined via the mutual agreement of the Redeveloper and the City.

The Redeveloper estimates the incurrence of approximately \$6,810,096 in TIF-eligible costs for the Redevelopment Project. Redeveloper seeks a TIF grant in an amount of \$4,880,000 for the TIF-eligible costs that include, but are not limited to, site acquisition, site preparation, engineering and architecture, legal fees, infrastructure, utilities, lake development and capitalized interest. From the TIF grant of \$4,880,000, approximately \$2,200,000 will be utilized for the recreational lake development. Construction of the apartment complex and

commercial structure will require an estimated private investment of over \$23,000,000. The overall estimated total project cost will be \$31,426,724.

The redevelopment of the project is not economically feasible without assistance from tax increment financing. The Community Redevelopment Authority will issue a tax increment revenue bond in the total amount of \$4,880,000 to assist in the financing.

10. [Resolution 2022-45: Approving a Redevelopment Plan as Contained in a Redevelopment Contract \(R. Perry Construction, Inc., Project\)](#)

11. [Public Hearing: To consider the Planning Commission's recommendation regarding request to rezone from A-1 Agricultural to A-2 Agricultural Residential, the property being legally described as follows:](#)

[Part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows: Beginning at the Northeast 1/4 corner of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°36'39" E, 791.91 feet; thence S 87°51'27" W, 550.87 feet; thence N 01°36'36" W, 792.26 feet; thence N 87°53'42" E, 550.86 feet to the Point of Beginning, containing 10.02 acres, more or less.](#)

[The applicants, Nick and Jessica Hochstein, wish to rezone the area to allow the property to be subdivided. \(Advertised Time: 5:30 p.m.\)](#)

Background: The Planning Commission held a public hearing on this rezoning request on Monday, July 11, 2022, and recommended approval thereof with the Findings of Fact being consistency with the Comprehensive Plan, and the current and future land use maps and staff's recommendation.

Note: Staff is requesting that the three readings be waived so that the matter regarding Hochstein Estates can be approved. Otherwise, it will be an illegal plat.

12. [Ordinance 2022-15: Rezoning Property from A-1 Agricultural to A-2 Agricultural Residential](#)

13. Public Hearing: To consider the Planning Commission's recommendation in regard to "Hochstein Estates Subdivision," a part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows: Beginning at the Northeast 1/4 corner of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°36'39" E, 791.91 feet; thence S 87°51'27" W, 550.87 feet; thence N 01°36'36" W, 792.26 feet; thence N 87°53'42" E, 550.86 feet to the Point of Beginning, containing 10.02 acres, more or less. The applicant is Nick Hochstein of Sharp Construction. (Advertised Time: 5:30 p.m.)

Background: The Planning Commission held a public hearing on this matter on Monday, July 11, 2022, and recommended approval thereof with the Finding of Fact being staff's recommendation. The applicant wishes to subdivide this parcel to be able to sell lots.

14. [Resolution 2022-46: Approving "Hochstein Estates Subdivision"](#)
15. [Ordinance 2022-8: Annexing Real Estate in the Northeast quadrant of the City \(Lot 1, containing 2.55 acres more or less of the Replat of Kardell Industrial Park, Wayne County, Nebraska\) – Third and Final Reading](#)
16. [Ordinance 2022-9: Annexing Real Estate in the Northeast quadrant of the City \(A parcel of land containing 34.75 acres more or less to the City of Wayne on which Great Dane Trailers at 1200 Centennial Road is located\) – Third and Final Reading](#)
17. [Ordinance 2022-10: Annexing real estate in the Northeast quadrant of the City \(A parcel of land containing 4.27 acres more or less to the City of Wayne on which the Department of Transportation Wayne Office at 1300 East 7th Street is located\) – Third and Final Reading](#)
18. [Ordinance 2022-11: Annexing real estate in the Northeast quadrant of the City \(A parcel of land containing 9.33 acres more or less to the City of Wayne on which Heritage Homes at 1519 East 7th Street is located\) – Third and Final Reading](#)
19. [Action on Certificate of Payment No. 2 in the amount of \\$72,103.00 to Robert Woehler & Sons Construction, Inc., for the "Chicago Street Improvements Project" – Taylor Kube, Olsson](#)

Background: This is for work completed and approved by the engineer on the project.

20. Action on the following Mayoral reappointments to the Planning Commission: Mark Sorensen, Jason Schulz and Jessie Piper (terms expiring 6/30/25)
21. Open house for Stool To Cool Task Force on July 26, 2022, from 5:30 p.m. to 7:00 p.m. at the Wayne Community Activity Center to look at Olsson draft for lagoon development (**information only**)
22. Discussion regarding negotiations for the purchase of real estate — Lot 5, Kardell East 14th Street Addition and potentially more
23. Budget Work Session
24. Adjourn

**MINUTES
CITY COUNCIL MEETING
July 5, 2022**

The Wayne City Council met in regular session at City Hall on July 5, 2022, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Brendon Pick, Terri Buck, Dallas Dorey, Jason Karsky and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Nick Muir, Chris Woehler and Matt Eischeid.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of Council Chambers, as well as on the City of Wayne website 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.

Councilmember Buck made a motion, which was seconded by Councilmember Dorey, to approve the minutes of the meeting of June 21, 2022, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AHA, FE, 192.00; AMAZON, SU, 736.62; APPEARA, SE, 109.29; AQUARIUS TECHNOLOGIES, SU, 7702.08; ARCADIAN MARKSMANSHIP CLUB, FE, 100.00; ARNIE'S FORD, SU, 14.41; BIO-ELECTRONICS, SU, 375.00; BLACK HILLS ENERGY, SE, 433.87; BLUE CROSS

BLUE SHIELD, SE, 49499.69; BOMGAARS, SU, 1336.27; BORDER STATES INDUSTRIES, SU, 263.96; BSN SPORTS, SU, 84.00; CARHART LUMBER COMPANY, SU, 560.42; CARROLL DISTRIBUTING, SU, 93.30; CENTURYLINK, SE, 399.56; CITY EMPLOYEE, RE, 274.80; CITY EMPLOYEE, RE, 512.50; CITY EMPLOYEE, RE, 12.83; CITY EMPLOYEE, RE, 107.19; CITY OF WAYNE, RE, 1445.86; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 10000.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 10000.00; COTTONWOOD WIND PROJECT, SE, 20308.17; DEARBORN LIFE INSURANCE COMPANY, SE, 96.32; DUTTON-LAINSON, SU, 1956.72; EAKES OFFICE PLUS, SE, 400.51; EAKES OFFICE PLUS, SE, 2350.57; ED M. FELD EQUIPMENT, SU, 384.36; ERNESTI, TATE, RE, 20.87; FAIRFIELD INN – KEARNEY, SE, 439.80; FIRE CATT, SE, 5026.50; FLOOR MAINTENANCE, SU, 338.63; GENERAL TRAFFIC CONTROLS, SU, 81.99; GEOCOMM, SE, 2197.00; GERHOLD CONCRETE, SU, 1166.64; GROSSENBURG IMPLEMENT, SU, 276.41; HAWKINS, SU, 5066.93; HELENA AGRI-ENTERPRISES, SU, 695.00; HILAND DAIRY, SE, 282.69; HURLBERT, AMARA, RE, 20.87; JACK'S UNIFORMS, SU, 235.35; JEO CONSULTING GROUP, SE, 12675.37; KOUATIL, ZAYNAB, SE, 150.00; KTCH, SE, 150.00; L.G. EVERIST, SU, 184.44; LAMP, MACKENZIE, SE, 250.00; LANDPHEAR, LANA, RE, 35.00; LINCOLN WINWATER WORKS, SU, 423.00; LINCOLN WINWATER WORKS, SU, 23898.60; MARCO, SE, 175.92; MCCORMICK, JORDAN, RE, 20.57; MEYER, DELANEY, RE, 20.87; MIDWEST TURF & IRRIGATION, RE, -77,074.00; MUHS, LANCE, RE, 20.57; MUNICIPAL SUPPLY, SU, 4494.89; NE LIBRARY COMMISSION, FE, 1680.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 923.00; NOVA FITNESS EQUIPMENT, SU, 174.97; NOVA FITNESS EQUIPMENT, SE, 770.95; NUSS, ANGELA, RE, 42.80; NUSS, COURTNEY, RE, 20.87; OLSSON, SE, 15118.00; O'REILLY AUTOMOTIVE STORES, SU, 8.68; OSBORN, ANDREW, RE, 20.87; REZURRECTED ROD & KUSTOM, SE, 1165.04; ROBERT WOehler & SONS, SE, 15750.00; SIEVERS, BRITTANY, RE, 17.50; THOMPSON ELECTRIC, SU, 230.78; UTILITIES SECTION, SE, 3900.00; UTILITY EQUIPMENT, SU, 5600.00; VIAERO, SE, 65.52; VRBICKY, MARK, RE, 500.00; WAED, SE, 1000.00; WAYNE COUNTY CLERK, SE, 10600.10; WAYNE HERALD, SE, 1895.04; AMERICAN BROADBAND, SE, 1438.33; AMERICAN LIBRARY ASSOC, FE, 228.00; AMERITAS, SE, 196.64; AMERITAS, SE, 35.00; AMERITAS, SE, 119.69; AMERITAS, SE, 72.00; AMERITAS, SE, 3344.88; APPEARA, SE, 59.38; ASSOCIATION FOR RURAL & SMALL LIBRARIES, FE, 50.00; BEBEE, GAREK, RE, 500.00; BROWN SUPPLY, SU, 234.00; CITY EMPLOYEE, RE, 3640.58; CITY EMPLOYEE, RE, 522.80; CITY OF WAYNE, PY, 111429.61; CLARK, ERIK, RE, 500.00; FLOOR MAINTENANCE, SU, 130.44; GALE/CENGAGE LEARNING, SU, 197.52; GERHOLD CONCRETE, SU, 1333.30; GROSSENBURG IMPLEMENT, SU, 42.18; HILAND DAIRY, SU, 57.51; HOMETOWN LEASING, SE, 436.02; ICMA, RE, 36.64; ICMA, RE, 174.75; ICMA, RE, 154.18; ICMA, RE, 1443.86; ICMA, RE, 339.92; ICMA, RE, 8945.96; ICMA, RE, 102.72; ICMA, RE, 119.12; ICMA, RE, 65.00; ICMA, RE, 132.14; ICMA, RE, 387.46; IRS, TX, 15.52; IRS, TX, 12616.31; IRS, TX, 4285.06; IRS, TX, 18322.26; IRS, TX, 66.40; IRS, TX, 66.82; KELLY SUPPLY COMPANY, SU, 40.35; MERCHANT SERVICES, SE, 46.35; MERCHANT SERVICES, SE, 1222.60; MERCHANT SERVICES, SE, 4287.81; NE DEPT OF REVENUE, TX, 12.51; NE DEPT OF REVENUE, TX, 5685.89; NE STATE VOLUNTEER FIREFIGHTERS ASSOC, FE, 705.00; NORTHEAST NE INS AGENCY, SE, 104111.00; NORTHEAST POWER, SE, 8078.00; ONE CALL CONCEPTS, SE, 145.96; POSTMASTER, SU, 933.63; QUALITY FOOD CENTER, SU, 12.00; SCHULTZ, EVERETT, RE, 535.00; SIEVERS, BRITTANY, RE, 500.00; STATE NEBRASKA BANK & TRUST, SE, 71.68; THOMPSON, LUCAS, RE, 1000.00; THOMPSON, LUCAS, RE, 500.00; VAN DIEST SUPPLY, SU, 139.00; WASTE CONNECTIONS, SU, 150.00; WATTIER, SHELDON, RE, 200.00; WAPA, SE, 19961.16; WISNER WEST, SU, 253.23

Councilmember Brodersen made a motion, which was seconded by Councilmember Pick, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with

the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried.

Joel Hansen, Board of Director of the Lower Elkhorn Natural Resource District (LENRD) presented the City of Wayne with a check in the amount of \$26,000 for the completion of the Wayne Pedestrian Trail – Phase II Project. He noted the City applied for this grant in 2006.

Because Greg Ptacek, d/b/a Johnnie Byrd Brewing Company, was not in attendance at the time of his agenda item, Mayor Giese went onto the next agenda item.

The following two Resolutions would approve agreements with Northeast Nebraska Economic Development District for lead paint services and also housing management services relating to CDBG 21-HO-35041 (Owner-Occupied Housing Grant). The City was notified on November 18, 2022, that it was awarded up to \$315,000 to be used for owner-occupied rehabilitation. This is the grant that the City applied for, but will be used by Wayne Community Housing Development Corporation for owner-occupied rehab purposes. The amount was for \$250,000, with no match required. The services for lead paint inspection, risk assessment, and clearance testing, shall not exceed the sum of \$15,000, and the services for housing management services shall not exceed the sum of \$30,000. General administration fees were already approved for \$20,000 for this grant.

Mytzy Rodriguez-Kufner, Executive Director of Wayne Community Housing Development Corporation, was present to answer any questions the Council might have pertaining to this grant.

Councilmember Karsky introduced Resolution 2022-43, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2022-43

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR LEAD (PAINT) SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 21-HO-35041 (OWNER-OCCUPIED HOUSING GRANT).

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Karsky introduced Resolution 2022-44, and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2022-44

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF A SERVICE/CONSULTANT AGREEMENT WITH NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) FOR HOUSING MANAGEMENT SERVICES RELATING TO COMMUNITY DEVELOPMENT BLOCK GRANT 21-HO-35041 (OWNER-OCCUPIED HOUSING GRANT).

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried.

Councilmember Brodersen introduced Ordinance No. 2022-8, and moved for approval of the second reading thereof; Councilmember Pick seconded.

ORDINANCE NO. 2022-8

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Brodersen introduced Ordinance No. 2022-9, and moved for approval of the second reading thereof; Councilmember Pick seconded.

ORDINANCE NO. 2022-9

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Brodersen introduced Ordinance No. 2022-10, and moved for approval if the second reading thereof; Councilmember Pick seconded.

ORDINANCE NO. 2022-10

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Buck introduced Ordinance No. 2022-11, and moved for approval of the second reading thereof; Councilmember Pick seconded.

ORDINANCE NO. 2022-11

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Greg Ptacek, representing Johnnie Byrd Brewing Company, was requesting Council consideration to approving his Special Designated Liquor Permit for an expanded outdoor beer garden on July 20 and 21, 2022, at 117 W. 2nd Street. He is not required to have a double fence, but measures need to be taken to secure the area.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the request of Greg Ptacek, representing Johnnie Byrd Brewing Company, for a Special Designated Liquor Permit for an expanded outdoor beer garden on July 20 and 21, 2022, at 117 W. 2nd Street. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir, Woehler and Eischeid who were absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 5:42 p.m.



6/29/22 Not on claims listing	Payable Description	Payment Total
MILLER LAW	ATTORNEY FEE	5,416.67
WAYNE AREA ECONOMIC DEVELOPMENT	JULY CONTRIBUTION	8,592.41

Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	TOOLS/FASTENERS/WEED BLOCK/NOZZLE/BUCKETS	657.66
ADVANCED CONSULTING ENGINEERING SERVICES	SOUTHVIEW II ADDITION	289.54
APPEARA	LINEN & MAT SERVICE	121.22
BAKER & TAYLOR BOOKS	BOOKS	784.25
BARGHOLZ, CINDY	AUDITORIUM DEPOSIT REFUND	200.00
BINSWANGER GLASS	CAC SERVICE CALL	224.50
BORDER STATES INDUSTRIES, INC	UTILITY BOX BOLO GUARD	510.27
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,948.23
CITY OF WAYNE	UTILITY REFUND	913.23
CLARK EQUIPMENT COMPANY	TOOLCAT/ANGLE BROOM	61,500.87
CLAUSSEN, HEATHER	LIFEGUARD/WSI/LGI CLASSES	680.00
COLONIAL RESEARCH	MARKING PAINT	573.52
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	10,000.00
CONCRETE INDUSTRIES, INC.	MANHOLE STRUCTURES	4,823.12
COPY WRITE PUBLISHING	SHIPPING CHARGES	324.03
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	14,990.17
CUSTOM FILTRATION , LLC	FILTER ELEMENTS	590.70
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	48.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,817.78
ED M. FELD EQUIPMENT CO INC	BOTTLE HYDROTEST/LADDER BELT	1,854.52
ELKINS PORTABLE RESTROOMS, LLC	PORTABLE RESTROOMS	325.00
EMPLOYERS MUTUAL CASUALTY CO	WORK COMP	314.58
FASTENAL CO	BOLTS	10.28
GERHOLD CONCRETE CO INC.	CONCRETE	3,577.16
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	835.27
GREAT PLAINS COMMUNICATIONS	RIGHT OF WAY DEPOSIT REFUND	1,000.00
GREAT PLAINS COMMUNICATIONS	RIGHT OF WAY DEPOSIT REFUND	1,000.00
H.K. SCHOLZ COMPANY	TRANSFORMER LOAD TAP CHANGER INSPECTION	1,870.00
HAWKINS, INC	POOL CHEMICALS/AZONE	4,798.18
HEIKES AUTOMOTIVE LLC	TIRE REPAIR	18.00
HEITHOLD CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	500.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	137.44
INGRAM LIBRARY SERVICES	BOOKS	817.81
ITRON	HARDWARE/SOFTWARE MAINTENANCE FEES	2,714.47
JEO CONSULTING GROUP	AQUARIUS TANK DIFFUSER REPLACEMENT	2,516.25
LUTT OIL	GASOLINE	9,575.00
MAIN STREET GARAGE, LLC	BATTERY	227.05
MATHESON-LINWELD	OXYGEN	34.25
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	503.50

MILLER, RACHEL	SWIM LESSON REFUND	17.50
MUNICIPAL SUPPLY INC	WATER METER	1,142.32
NDEE-FISCAL SERVICES	WWTF LICENSE FEE	150.00
NE DEPT OF REVENUE-CHARITABLE GAMING	KENO LOTTERY TAX	1,400.00
NE FIREFIGHTERS MUSEUM	FIREFIGHTER SHIRTS	741.00
NE LIBRARY ASSOCIATION	MEMBERSHIP RENEWAL	115.00
NE POWER REVIEW BOARD	2021 POWER ASSESSMENT	1,119.17
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES	7,767.76
NEBRASKA PUBLIC POWER DISTRICT	BREC METER REPORTS	31.00
NILES, TYSON	SWIM LESSON REFUND	17.50
NORTHEAST NE ECONOMIC DEV DIST	ANNUAL MEETING	30.00
NORTHEAST NE INS AGENCY INC	WORK COMP/PROPERTY RATE CORRECTION	22,333.01
NORTHEAST TIRE SERVICE	BACKHOE TIRE REPAIR	275.00
OCLC, INC	WORLDSHARE ILL	551.61
OVERDRIVE, INC.	AUDIO BOOK/E BOOKS	868.16
PAC N SAVE	SENIOR CITIZEN NOON MEAL SUPPLIES	54.88
PEARSON, HILDA	COOLING SYSTEM TUNE UP	30.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	102.51
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,500.00
RUZICKA, JACKIE	PUMP SEPTIC SYSTEM	200.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	247.29
STAPLES, INC	OFFICE SUPPLIES	217.71
TOTAL GRAPHICS	BASEBALL SHIRTS	813.75
TRI AIR TESTING	AIR ANALYSIS	442.00
TYLER TECHNOLOGIES	INSITE TRANSACTION FEES	3,008.75
US BANK	AIRFARE/MEALS/LODGING/TOOLS/DRIVE FAN/FILE CABINET	5,748.77
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,473.47
VAKOC	HANK OVERIN STEEL ROOF SUPPLIES	2,217.26
VERIZON WIRELESS SERVICES LLC	CELL PHONES	584.43
WAYNE AUTO PARTS	BATTERY/BRAKLEEN/SPARK PLUG/FUEL LINE	134.44
WAYNE COMMUNITY SCHOOL FOUNDATION	FIRE HALL DEPOSIT REFUND	250.00
WAYNE COMMUNITY SCHOOLS	YEARBOOKS	20.00
WAYNE HERALD	GREEN TEAM ADS	95.00
WAYNE HERALD	SENIOR CENTER ADS	140.00
WAYNE HERALD	ADS AND NOTICES	929.03
WAYNE HERALD	CAC ADS	319.50
WAYNE STATE COLLEGE	DISK GOLF NETS	125.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	238.00
WESCO DISTRIBUTION INC	ARRESTERS/PEDESTALS	704.53
WRIGHT, SARA	SWIM LESSON REFUND	17.50
ZACH HEATING & COOLING	FREON/FILTERS/FAN BLADE/TRANFORMER AC CHECK	580.50
ZILA, BRIAN	ENERGY INCENTIVE	500.00
ZIMCO SUPPLY	FERTILIZER	1,145.00
	Grand Total:	208,033.28

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Betty McGuire - [External] Ahlers_Adam street

From: Leah Ahlers <leahjahlers@gmail.com>
To: <betty@cityofwayne.org>
Date: 7/5/2022 4:09 PM
Subject: [External] Ahlers_Adam street

Betty,

Kyle and I have purchased lots 8 & 9 on Adam St. We would like to center our house on the 2 lots.

Legal Description: Lots 8 and 9, Block 6, Vintage Hill 3rd Addition to the City of Wayne, Wayne County, Nebraska.

Thank you for your help. Please let me know of anything else I would need to do.

Leah Ahlers
4023696544

ORDINANCE NO. 2022-13

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE 14 FOOT UTILITY EASEMENT LOCATED BETWEEN LOTS 8 AND 9, BLOCK 6, VINTAGE HILLS 3RD ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, EXCLUDING THE REAR 7 FEET OF SAID EASEMENT.

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

Section 1. The City of Wayne, Nebraska has received a request to release the 14 foot utility easement located between Lots 8 and 9, Block 6, Vintage Hills 3rd Addition to the City of Wayne, Wayne County, Nebraska, excluding the rear 7 feet of said easement.

Section 2. The City hereby releases and abandons the 14 foot utility easement located between Lots 8 and 9, Block 6, Vintage Hills 3rd Addition to the City of Wayne, Wayne County, Nebraska, excluding the rear 7 feet of said easement.

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

PASSED AND APPROVED this 19th day July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

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MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of 11/13/2019 | 1:00 PM EST, 20__ ("Effective Date"), by and between the City of Wayne, Nebraska ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("Company"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("Property Owner"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "Product" and collectively, the "Products"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. Purpose. City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. City Obligations.

A. Grant of License. City hereby grants to Company a non-exclusive license ("License") to use City's name and logo or other branding ("Marks"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as "Property Owner Data". City may provide Company with Property Owner Data for use by Company in furtherance of the

advertisement, marketing, and sale of the Products. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. Term. The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. Consideration. As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. Confidentiality. Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. For the avoidance of doubt, this Agreement shall be deemed confidential and the City shall notify Company should this Agreement be subject to disclosure due to any public records laws.

6. Code Change. The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing in this Agreement.

7. Indemnification. Each Party (the "Indemnifying Party") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. Notice. Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Wes Blecke
City of Wayne
PO Box 8
Wayne, NE 68787-0008
Email: wblecke@cityofwayne.org
Phone: (402) 375-1733

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. Modifications or Amendments/Entire Agreement. Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature (including by email), any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. Assignment. This Agreement and the License granted herein may not be assigned by

Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of City, such consent not to be unreasonably withheld.

11. Counterparts/Electronic Delivery; No Third Party Beneficiary. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. Choice of Law/Attorney Fees. The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Nebraska, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. Incorporation of Recitals and Exhibits. The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF WAYNE



Name: Cate Grese

Title: Mayor

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

DocuSigned by:


Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of Wayne
Term Sheet
June 17, 2019

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
City logo and name on letterhead, advertising, signature line, billing and marketing materials.

III. Products.

- a. External water service line plan (initially, \$6.75 per month)
- b. External sewer/septic line plan (initially, \$7.75 per month)
- c. Interior plumbing and drainage plan (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage.

- a. External water service line plan:
 - Property Owner responsibility: From the main to the external wall of the home.
 - Covers thawing of frozen external water lines.
 - Covers well service lines if applicable.
- b. External sewer/septic line plan:
 - Property Owner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- c. Interior plumbing and drainage plan:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: July 12, 2022

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on July 11, 2022, the Wayne Planning Commission made recommendations on the following public hearings; the results of those recommendations are as follows:

Public Hearing: Request to Rezone from A-1 Agricultural to A-2 Agricultural Residential; Applicant: Nick and Jessica Hochstein

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Jones and second by Commissioner Meisenbach, to approve and forward a recommendation of approval to the City Council to rezone from A-1 Agricultural to A-2 Agricultural Residential, part of the NE ¼ of the SE ¼ of Section 22, T26N, R3E of the 6th PM, Wayne County, Nebraska, containing 10.02 acres more or less, with the findings of fact being consistency with the Comprehensive Plan, the Current and Future Land Use Map, and staff's recommendation. Chair Melena stated the motion and second; all were in favor, with the exception of Commissioner Hochstein who abstained, motion approved and carried.

Public Hearing: Hochstein Estates Plat; Applicant: Sharp Construction

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Giese and seconded by Commissioner Piper to approve and forward a recommendation of approval to the City Council for Hochstein Estates, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second; all were in favor, with the exception of Commissioner Hochstein who abstained, motion approved and carried.

Public Hearing: Amending the Wayne Municipal Code, Section 152.139 (F) (6) Schedule of Minimum Off-Street Parking and Loading Requirements in the R-4 Multi-Family Residential District

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Chair Melena and second by Commissioner Sorensen to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Section 152.139 (F) (6) Schedule of Minimum Off-Street Parking and Lodging Requirements in the R-4 Multi-Family Residential District to 1.25 spaces per sleeping room, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

JH:cb



REQUEST FOR AMENDING ZONING TEXT

Applicant R Perry Construction, Inc. Date 6/15/22

Section of Ordinance to be Amended 152.139 (F) (6) Schedule of minimum off-street parking and loading requirements

Reason for Amending Text To change the parking requirements for multi-family residential in R-4 district to 1.25 spaces per sleeping room

[Signature]
Applicant's Signature

Application Process:

1. An application requesting the amendment of the zoning ordinance and the reason for such amendment.
2. An application fee must be included with the request – current fee is \$200, which would cover the Planning Commission public hearing and the City Council public hearing.
3. Request for amendment of zoning language will be placed on the agenda of the Planning Commission for their next available meeting date and then a recommendation of approval or denial forwarded onto the City Council for their approval or denial of the same.

Public Hearing by: Planning Commission 7-11-22 City Council _____

Request Approved / Denied by Planning Commission Approved 7-11-22

Request Approved / Denied by City Council _____

Date Fee Paid: _____

Wayne, NE 68787

402.375.1733

cityofwayne.org

HISTORIC | HEART | HOME

ORDINANCE NO. 2022-14

AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING (SUPPLEMENTARY DISTRICT REGULATIONS), SECTION 152.139 PARKING REGULATIONS (F) (6); TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND TO PROVIDE THAT SAID ORDINANCE BE PUBLISHED IN PAMPHLET FORM.

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

Section 1. That Title XV, Chapter 152, Section 152.139, (F) (6) of the Wayne Municipal Code is hereby amended to read as follows:

§ 152.139 PARKING REGULATIONS.

(F) *Design standards for parking lots.*

(6) *Schedule of minimum off-street parking and loading requirements.*

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Bed and breakfast guest home	1 space per rental guest room	None
Bowling alleys	4 spaces per alley	1 space per establishment
Child care centers	1 space per employee plus 1 space per each 10 persons of licensed capacity	1 space per 10 children
Churches, synagogues and temples	1 space per 4 seats in main unit of worship	None required
Eating and drinking places	Parking spaces equal to 30% of capacity in persons	1 space per establishment
Education uses	Parking spaces equal to 40% of capacity in students	2 spaces per structure
Education uses, nursery and primary	Parking spaces equal to 20% of capacity in students	2 spaces per structure
Funeral homes and chapels	8 spaces per reposeing room	1 space per establishment
Hospitals	1 space per 2 beds	2 spaces per establishment
Hotels & Motels	1 space per rental unit	1 space per establishment
Industrial uses	1 space per 2 employees on largest shift	2 spaces per establishment
Libraries	1 space per 500 square feet floor area	1 space per structure

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Medical clinics	5 spaces per staff, doctor or dentist	None required
Mobile home park	2 spaces per dwelling unit	None required
Private clubs and lodges	1 space per 500 square feet floor area	1 space per establishment
Residential structures (multiple family and townhouse)	<ul style="list-style-type: none"> ➤ In R-4: 1.25 spaces per sleeping room ➤ In R-5: 1 space per sleeping room ➤ In any other zoning district, unless otherwise listed, 1 space per sleeping room, plus 1 space per dwelling unit 	None required
Residential structures (single-family and two-family)	2 spaces per dwelling unit	None required
Retail sales establishment	1 space per 250 square feet sales floor area	1 space per establishment
Roadside stands	4 spaces per establishment	None required
Sanitariums, rest home service, convalescent	1 space per 3 beds, plus 1 space per employee	1 space per establishment
Service establishment	1 space per 350 square feet gross floor area	None required
Theaters, auditoriums, places of assembly	1 space per 5 people in design capacity	1 space per establishment
Veterinary establishment	3 spaces per staff doctor	None required
Wholesale and distribution operations	1 space per 2 employees on largest shift	1 space for every 10,000 s.f. gross floor area with a maximum of 2 spaces

Section 2. That the Planning Commission held a public hearing on July 11, 2022, regarding this matter, and have recommended approval thereof subject to the following “Finding of Fact.” Staff’s recommendation.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting in pamphlet form as required by law.

PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-45

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, APPROVING THE CITY OF WAYNE REDEVELOPMENT PLAN FOR THE R. PERRY CONSTRUCTION, INC., REDEVELOPMENT PROJECT; APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF WAYNE; AND APPROVAL OF RELATED ACTIONS.

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

Recitals:

a. The Mayor and Council of the City of Wayne, Nebraska (the "City"), upon the recommendation of the City Planning Commission (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"), has previously declared an area, including an area legally described on the attached Exhibit "A" (the "Redevelopment Area"), to be blighted and substandard and in need of redevelopment; and

b. The Community Redevelopment Authority of the City of Wayne (the "Authority") has received an application from R. Perry Construction, Inc., (the "Redeveloper") for a grant from tax increment financing to assist in development of two projects. Project One is for site acquisition and development for construction of a 144 unit apartment complex. Project Two involves the construction of a recreational lake on City owned property; and

c. Pursuant to and in furtherance of the Act, the City of Wayne Redevelopment Plan for the R. Perry Construction, Inc., Redevelopment Project (the "**Redevelopment Plan**") has been prepared and submitted to the Authority by the Redeveloper, a copy of which is on file in the office of the Wayne City Clerk, and is incorporated herein by this reference, for the purpose of redeveloping the Redevelopment Area; and

d. The Authority submitted the Redevelopment Plan to the Planning Commission for its recommendation on the Redevelopment Plan after holding a public hearing in compliance with the provisions of the Act; and

e. The Planning Commission has reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City; and

f. The Authority has conducted a cost benefit analysis, pursuant to Section 18-2113 of the Act, of the project set forth in the Redevelopment Plan (the "Redevelopment Project"), reviewed the Redevelopment Plan, and recommended approval of the Redevelopment Plan by the Mayor and Council of the City; and

g. The City, in compliance with all public notice requirements imposed by the Act, published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan and received public comment thereon; and

h. The City Council has reviewed the Redevelopment Plan and determined that the proposed land uses and building requirements described in it 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 provisions 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.

Resolved that:

1. The Redevelopment Plan is 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. Section 18-2102 of the Act establishes the legislative declarations and determinations for the Act. The Redevelopment Plan clearly demonstrates that the criteria declarations have been satisfied. The Redevelopment Area (the "Site") constitutes an economically and socially undesirable land use in its current state. Both Project One and Project Two are to be located on land owned by the City. The site is adjacent to the City wastewater treatment plant and waste lagoon. In its current state, the land is undesirable for development. Further, construction of a recreational lake is cost prohibitive and not otherwise financially feasible without assistance of tax increment financing.

The City Council further finds and documents that: the Redevelopment Project described in the Redevelopment Plan would not be economically feasible without the use of funds from tax-increment financing and would not occur in the Redevelopment Area without the use of funds from tax-increment financing; the costs and benefits of the redevelopment 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 City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The Cost Benefit Analysis incorporated into the Redevelopment Plan and adopted by the Authority provides significant documentation of the benefit to the City. Documentation of the fact that the Redevelopment Project is not financially feasible and would not occur at the Site, without tax increment financing, is provided by correspondence from the Redeveloper's lender declining the required financing for the project unless tax increment financing is provided. The City Council acknowledges receipt of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Plan.

2. The Redevelopment Plan is approved in the form filed with the Wayne City Clerk.

3. In accordance with Section 18-2147 of the Act, the City provides that any ad valorem tax on real property in the City of Wayne, Nebraska, more fully described on Exhibit A, attached hereto, for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in a Redevelopment Contract and a Redevelopment Contract Amendment entered into between the Redeveloper and the Authority. Said tax shall be divided as follows:

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

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

4. The Mayor and Clerk are 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.

5. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Apartment Site: Lot Three (3), Southeast Addition to the City of Wayne, Wayne County, Nebraska. Parcel 0080238.00

Lake Site: Lot Five (5), Southeast Addition to the City of Wayne, Wayne County, Nebraska. Parcel 0080235.00



Poplar Street

E. 7th Street

6th Street

4th Street

E. 4th Street

Deanborn Street

Alley Drive

Alley Drive

Hornet Drive

Mango Drive

Windsor Street

S. Windsor Street

S. Windsor Street

↑ N

**CITY OF WAYNE
REDEVELOPMENT PLAN FOR THE
PERRY APARTMENT DEVELOPMENT**

I. INTRODUCTION.

This Redevelopment Plan for a blighted and substandard area of the City of Wayne, Nebraska ("Redevelopment Plan") is a guide for redevelopment activities to remove or eliminate blight and substandard conditions within the City of Wayne, Nebraska ("City"). The City recognizes that blight is a threat to the continued stability and vitality of the City as it relates to affordable housing.

This Redevelopment Plan sets forth a redevelopment project consisting of an approximately 144-apartment multifamily housing development and creation of a recreational lake (collectively, the "Redevelopment Project"). The site of the Redevelopment Project, as described on Exhibit "1" and incorporated herein, consists of two parcels owned by the City (the "Redevelopment Area"). The apartments are to be constructed on approximately 7.84 acres (the "Apartment Site") to be purchased by R. Perry Construction, Inc. (the "Redeveloper"). The recreational lake is to be constructed on a portion of the 73.23 acres adjoining the Apartment Site (the "Lake Site").

The City is the current owner of the Redevelopment Area. Current market rental rates are insufficient to allow for recovery of development costs, maintenance and operational costs without the assistance provided by tax increment financing ("TIF"). It is not reasonably anticipated that the area would be developed without public action. To encourage private investment in the Redevelopment Area, this Redevelopment Plan has been prepared to set forth the Redevelopment Project, which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Redevelopment Area.

The Redevelopment Project consists of two development activities all being a part of the overall Project. The separate activities are designated as "Project One" and "Project Two". "Project One" of the Redevelopment Project is the development of an apartment complex on the Apartment Site by Redeveloper, consisting of approximately 144 apartments in 4 apartment buildings with 36 apartments each. Project One is anticipated to include a clubhouse of approximately 4,000 square feet and a pool area. A preliminary site plan for Project One is provided in Exhibit "2", attached hereto and incorporated herein. Such site plan is preliminary and subject to change. The Redevelopment Project provides for acquisition of the Apartment Site from the City pursuant to a purchase agreement.

"Project Two" of the Redevelopment Project is the creation of an approximately four acre lake on the Lake Site. Project Two is to be constructed by Redeveloper based on a design and in a location to be determined via the mutual agreement of Redeveloper and the City.

Redeveloper intends to commence construction of Project One and Project Two concurrently in the spring of 2022. Redeveloper anticipates completion of Project One and Project Two by the end of 2023. Notwithstanding the foregoing, the anticipated start dates and completion dates are preliminary and subject to change based upon market conditions, availability of materials, workforce availability and other extraneous factors. More or less time than the anticipated completion dates listed above may be necessary as a result of such extraneous conditions or factors. In relation thereto, while it is the intent of Redeveloper to construct all of the Project One private improvements simultaneously over the course of a single year, the construction of such private improvements could take longer, in which case it may occur in phases for purposes of the division of the incremental ad valorem real estate taxes upon the Apartment Site. If Project One does occur in phases, the TIF revenues for one portion of Project One may be divided at a different time and have a separate 15-year TIF period from a different portion of Project One; provided such portions are located on separate tax parcels within the Apartment Site.

The estimated cost of Project Two is approximately \$2,200,000. Project Two is entirely for the benefit of the public. Although Project One will benefit from the development of the lake, the cost to create the lake cannot be amortized as part of the rental rates for the apartments on Project One. The Redeveloper requires assistance from a TIF grant in order to offset the lake development costs and provide apartments at marketable rental rates. Notwithstanding, the need for a TIF grant for Project One exists without the burden of the Project Two costs. Redeveloper seeks TIF from the Wayne Community Redevelopment Authority (the "Authority") pursuant to the Nebraska Community Development Law sections 18-2101 et. seq., as amended (the "Act"), as part of the Redevelopment Project.

Redeveloper estimates the incurrence of approximately \$6,810,096 in TIF-eligible costs for the Redevelopment Project. Redeveloper seeks a TIF grant in an amount of \$4,880,000 for the TIF-eligible costs that include, but are not limited to, site acquisition, site preparation, engineering and architecture, legal fees, infrastructure, utilities, lake development and capitalized interest. From the TIF grant of \$4,880,000, approximately \$2,200,000 will be utilized for the recreational lake development.

Redeveloper will be required to purchase a Tax Increment Revenue Bond ("TIF Bond") from the Authority in the principal amount of \$4,880,000. Redeveloper will be required to obtain a bank loan in order to purchase the TIF Bond. Redeveloper will use the TIF Bond proceeds to pay for the TIF-eligible costs. The TIF Bond will be a limited obligation of the Authority, solely repayable from the incremental (increased) ad valorem real property taxes from Project One. Notwithstanding the foregoing, the loan contemplated hereunder, and the obligation of the Authority to remit the TIF revenues generated by the Redevelopment Project as debt service on the TIF Bond issued, may be accomplished by offset so that no bankable currency is exchanged between the Redeveloper and the Authority at closing of the TIF Bond, except for such other sums as may be required in relation thereto. Redeveloper and the Authority anticipate that the Authority will issue one TIF Bond for the TIF-eligible expenses for both Project One and Project Two. The Authority and Redeveloper will provide a more detailed overview of the TIF Bond and its issuance in the redevelopment contract or the resolution authorizing issuance of the TIF Bond.

The Apartment Site is owned by the City of Wayne and has no current assessed value. It is estimated that the County Assessor will assign a base value for that site of \$100,000 pursuant to section 18-2147(a) of the Act. Real estate taxes that result from such assessment on the real property, prior to the division of taxes to pay the TIF Bond, will be paid to the applicable taxing entities during the TIF Bond repayment period as prescribed by the Act. Upon the earlier of repayment of the TIF Bond or expiration of fifteen years after the effective date provided in the redevelopment contract, all increased taxes will be paid to the normal taxing entities.

II. EXISTING CONDITIONS.

This section of the Redevelopment Plan examines the existing conditions within the Redevelopment Area. This section is divided into the following subsections: existing land use, existing zoning, existing public improvements, and existing building condition/blighting influences.

A. Existing Land Use. The existing land use is shown on Exhibit "3".

B. Existing Zoning. The Apartment Site is zoned R-4, multi-family residential. The Lake Site is zoned for parks and recreational use.

C. Existing Public Improvements. East 4th Street abuts the Apartment Site to the North.

D. Existing Building Conditions/Blighting Influences. Northeast Nebraska Economic Development District conducted a study entitled "Blight and Substandard Study, East Wayne Redevelopment Project Area" for the City (the "Blight Study"). The evaluation and subsequent findings of the Blight Study were based upon the criteria outlined in the Act. The Blight Study determined that the study area (i.e., the Redevelopment Area) exhibited a number of deficiencies applicable to the consideration of a "substandard and blight" designation including the existence of conditions which endanger life or property by fire or other causes and dilapidation/deterioration. The City Council of the City held a public hearing pursuant to the Act and declared the Redevelopment Area substandard and blighted pursuant to the Act on March 29, 2005.

III. POST-REDEVELOPMENT CONDITIONS.

This section of the Redevelopment Plan examines the future conditions within the Redevelopment Area subsequent to completion of the Redevelopment Project. This section is divided into the following subsections:

- A. Proposed Land Use Plan
- B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations
- C. Relationship to Local Objectives
- D. Building Requirements and Standards after Redevelopment
- E. Proposed Changes and Actions

- F. Cost-Benefit Analysis
- G. Proposed Cost and Financing
- H. Procedure for Changes in the Approved Redevelopment Plan
- I. Public Acquisition; Relocation Plan

A. Proposed Land Use Plan. The Redevelopment Area will transition to a multifamily residential complex with an adjacent recreational lake development. The proposed land use for the Apartment Site portion of the Redevelopment Area is conceptually shown on Exhibit "2". The City has yet to determine the precise location and design of the recreational lake on the Lake Site.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with the Act, this Redevelopment Plan has been designed to conform to the City's adopted Comprehensive Plan 2017-2027 (the "Comprehensive Plan"). The Comprehensive Plan designates the Apartment Site as multi-family on the Future Land Use Map. The Lake Site is designated for parks and recreational use on that Map. The City Council finds and hereby documents that this Redevelopment Plan is feasible, entirely consistent and in conformity with the Comprehensive Plan as a whole and conforms to the legislative declarations and determinations set forth in the Act. The Redevelopment Area has had inadequate planning and remained undeveloped since it was annexed as part of the City.

C. Relationship to Local Objectives. This Redevelopment Plan was developed on the basis of the goals, policies and actions adopted by the City for the community as a whole and for the Redevelopment Area. General goals, policies and actions relating to the community as a whole and for the Redevelopment Area are contained in the Comprehensive Plan. If implemented, this Redevelopment Plan will result in improvements to the City entirely in line with the standards and objectives of the Comprehensive Plan.

D. Building Requirements and Redevelopment Standards. The redevelopment of the Redevelopment Area should generally achieve the following requirements and standards:

1. Population Density. There are currently no residential buildings located within the Redevelopment Area. With respect to Project One, population density within the Redevelopment Area will increase by construction of approximately four apartment buildings with 36 apartment units each. Current housing occupancy in the City is 2 persons per household.

With respect to Project Two, the recreational lake will not impact population density.

2. Land Coverage and Building Density. There are currently no residential buildings within the Redevelopment Area. With respect to Project One, Exhibit 2 shows projected land coverage for the apartment buildings and the community building.

With respect to Project Two, it is projected that the lake will encompass approximately four acres. Land coverage will comply with all applicable zoning and land coverage requirements for the area.

3. Building Heights and Massing. Building heights and massing will comply with the proposed R-4 zoning district for the Apartment Site.

E. Proposed Changes and Actions. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, and building codes and ordinances, and actions to be taken to implement this Redevelopment Plan.

1. Zoning, Building Codes and Ordinances. With respect to both Project One and Project Two, this Redevelopment Plan will require no zoning ordinance change.

2. Traffic Flow, Street Layout and Street Grades. Access to the Redevelopment Area will be from East 4th Street for Project One. No changes are contemplated for the street layout or grade. Local traffic will increase significantly as new residents enter and exit the apartment complex.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. In order to support the new land uses in Apartment Site of the Redevelopment Area, Redeveloper anticipates construction of the following (1) extension of water mains from the city water main; (2) extension of a sanitary sewer main, as needed; (3) installation of storm sewer; all as shown on Exhibit "2". The Lake Site will require excavation and shoreline development.

4. Site Preparation and Demolition. The Apartment Site will require grading and fill. The Lake Site will require extensive excavation. This plan contemplates that the Redeveloper may use excavated material from the Lake Site to develop the Apartment Site, if needed.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Redevelopment Area include the construction of approximately 4 multi-family apartment buildings with 36 units each, a clubhouse and a pool area.

6. Parking. Exhibit "2" shows the proposed parking to be provided for Project One of the Development.

F. Cost-Benefit Analysis. A cost-benefit analysis for the Redevelopment Project is incorporated herein by this reference ("Cost-Benefit Analysis") and is shown on Exhibit "4". The Cost-Benefit Analysis complies with the requirements of the Act in analyzing the costs and benefits of the Redevelopment Project, including costs and benefits to the economy of the community and the demand for public and private services.

G. Proposed Costs and Financing; Statements. The Authority intends to negotiate a specific redevelopment contract with Redeveloper, outlining the proposed Redevelopment Project, and contributions from TIF which are necessary from the Authority. The redevelopment contract will include the Redevelopment Project description, specific funding arrangements, and

specific covenants and responsibilities of the City, Authority and Redeveloper to implement the Redevelopment Project.

Estimated TIF-eligible Redevelopment Project costs are shown below:

Site Acquisition, Survey and Title	\$ 100,000
Site Preparation & Infrastructure	\$ 1,770,113
Lake construction	\$ 2,200,000
Architecture, Engineering & Legal	\$ 803,000
Contingencies	\$ 487,311
Financing	\$ 1,432,172
<u>City legal costs</u>	<u>\$ 15,000</u>
TOTAL	\$ 6,810,096

The above figures are estimates and are subject to change. Final figures are subject to a specific site plan, design specifications, City approval and public regulations. A breakdown of all estimated sources and uses (including the TIF-eligible costs) is attached hereto and incorporated herein as Exhibit "5". Any costs of the Redevelopment Project which are eligible for reimbursement from TIF under the Act that are not specifically included above or in Exhibit "5" shall still constitute a TIF-eligible expense under this Redevelopment Plan so long as such expenses are reasonably related and incidental to the redevelopment activities contemplated in this Redevelopment Plan.

Construction of the apartment complex and commercial structure will require an estimated private investment of over \$23,000,000. Total TIF-eligible costs will exceed the amount of funds available from the TIF grant that the Authority may elect to issue generated by improvements to the Redevelopment Area.

The Authority will not fund improvements that exceed the amount of funds available from TIF revenues for the Redevelopment Project. The Authority and Redeveloper estimate the amount of the available TIF revenues from the Redevelopment Project at approximately \$6,315,720, assuming the Redevelopment Project will generate a property valuation of approximately \$22,125,000 for Project One with respect to the estimated redevelopment project valuation of the Apartment Site portion of the Redevelopment Area.

The TIF revenues are to be allocated under the terms of Section 18-2147(1)(b) of the Act for those tax years set forth in the redevelopment contract. The real property ad valorem taxes on the taxable valuation of the Redevelopment Area for the year prior to redevelopment, as established by the assessor, will continue to be paid to the applicable taxing bodies in accordance with the terms of Section 18-2147 of the Act.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property on the lots within the Redevelopment Area shall be divided, for a period not to exceed 15 years after the effective date of the provision as determined pursuant to a redevelopment contract, or amendment thereof, between Redeveloper and the Authority, or in the resolution authorizing the TIF Bond.

Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by the levy at the rate fixed each year by or for each such 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 are all other taxes collected by or for the body; and

b. That portion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the Authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, the Authority for financing or refinancing, in whole or in part, the Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premiums due, have been paid, the Authority shall so notify the county assessor and county treasurer and all ad valorem taxes upon taxable real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

Because the redevelopment plan proposes to use tax-increment financing funds as authorized in § 18-2147 of the Act, the Authority, finds as follows based upon the representations of Redeveloper:

a. the Redevelopment Project in the plan would not be economically feasible without the use of tax-increment financing as documented by correspondence from the Redeveloper's lender;

b. the Redevelopment Project would not occur in the Redevelopment 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 community, and the demand for public and private services have been analyzed by the governing body and been found to be in the long term best interest of the community impacted by the Redevelopment Project.

H. Procedure for Changes in the Approved Redevelopment Plan. If the City or Redeveloper desires to substantially modify this Redevelopment Plan, it may do so after public hearing(s) on the proposed change in accordance with the Act. Any changes which are not considered a substantial modification under the Act may be implemented administratively and without public hearing.

I. Public Acquisition; Relocation Plan. No public acquisition of private property is necessary to accomplish the Redevelopment Project. Additionally, No persons or businesses will require relocation as a result of this Redevelopment Plan or the Redevelopment Project.

(IV). AUTHORITY'S SPECIAL ATTORNEY'S FEES. Redeveloper shall reimburse the Authority, or pay directly to the Authority's special counsel, the legal costs and fees incurred by the Authority in relation to the Redevelopment Project as follows: (1) upon the approval of this Redevelopment Plan, Redeveloper shall reimburse the Authority, or pay directly to the Authority's special counsel, a sum of \$7,500; and (2) upon the Authority's issuance of the TIF Bond, Redeveloper shall reimburse the Authority, or pay directly to the Authority's special counsel, a sum of \$7,500^[A1].

Exhibit "1"
Redevelopment Area

Legal Description:

Apartment Site: Lot Three (3), Southeast Addition to the City of Wayne, Wayne County, Nebraska. Parcel 0080238.00

Lake Site: Lot Five (5), Southeast Addition to the City of Wayne, Wayne County, Nebraska. Parcel 0080235.00

* In the event Redeveloper reconfigures the Redevelopment Area, or portion thereof, via subdivision or replat, the legal description(s) of such subdivided or replatted parcel(s) comprising the Redevelopment Area, upon final approval of the City with respect thereto, shall replace and supersede the above .

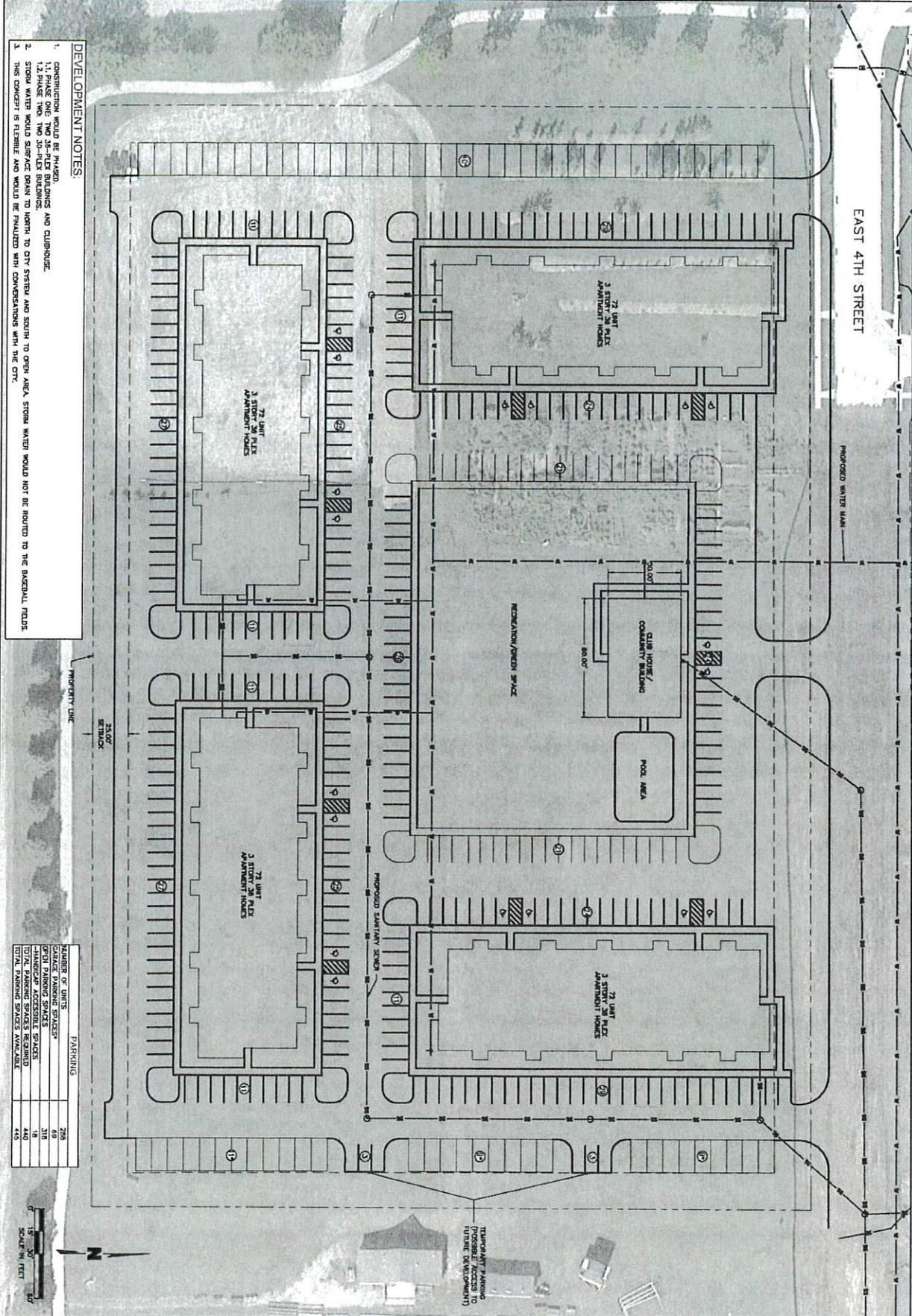
Exhibit "2"
Conceptual Apartment Site Plan

(See Attached)

* The attached site plan is preliminary in nature and subject to change.

ADDENDUM 1

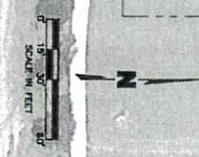
DWG: C:\SSC\Admin\OPPORTUNITIES\Roy Perry\Wayne Development\Proposed\Development Exhibit\Wayne-RPerry Development U Layout.dwg USER: dmcke
 DATE: Feb 03, 2022 9:05am XREFS: 21-11-03_GNCV_PHASE Linework



DEVELOPMENT NOTES:

- CONSTRUCTION SHALL BE PHASED.
 - PHASE ONE: TWO 36-FLX BUILDINGS AND CLUBHOUSE.
 - PHASE TWO: TWO 36-FLX BUILDINGS.
- STORM WATER WOULD SURFACE DRAIN TO NORTH TO CITY SYSTEM AND SOUTH TO OPEN AREA. STORM WATER WOULD NOT BE ROUTED TO THE BASEBALL FIELD. THIS CONCEPT IS FLEXIBLE AND WOULD BE FINALIZED WITH CONVERSATIONS WITH THE CITY.

PARKING	
NUMBER OF UNITS	228
DRIVE PARKING SPACES	318
HANDICAP ACCESSIBLE SPACES	18
TOTAL PARKING SPACES REQUIRED	440
ADDITIONAL PARKING SPACES AVAILABLE	440



PROPOSED LAYOUT
 ROY PERRY DEVELOPMENT
 WAYNE, NEBRASKA

REV. NO.	DATE	REVISIONS DESCRIPTION

PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 February 03, 2022
 DATE PRINTED
 OLSSON

olsson
 1707 Dakota Avenue
 South Sioux City, NE 68776-2156 TEL: 402.494.3258 www.olsson.com

Exhibit "3"
Existing Condition:



Exhibit "4"
Statutory Cost-Benefit Analysis

As under section 18-2147 of the Act, the Authority has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Redevelopment Project Sources and Uses. Approximately \$6,315,720 in property tax receipts from TIF provided by the Authority is required to complete the proposed redevelopment. (\$4,880,000 in principal and \$1,435,720 in interest). Such a TIF grant by the Authority will leverage an estimated \$26,546,724 (Project One and Project Two) in investment and financing; constituting an investment of \$4.20 for every dollar of tax increment financing.

Use of Funds. A full schedule of proposed sources and uses of funds is attached as Exhibit "5" to the Redevelopment Plan.

Tax Shifts. The property to be redeveloped is anticipated to have a January 1, 2023, valuation of approximately \$100,000. Based on the 2021 levy this would result in a real property tax of approximately \$1,931. It is anticipated that the assessed value will increase by a minimum of \$22,025,000 when the Redevelopment Project is completed. This will result in an overall tax of approximately \$427,234 annually based on the 2021 levy rate of 1.931% for property inside the city limits. Of this increased annual amount, approximately \$421,048 represents the estimated tax increment that could be used to pay the TIF Bond issue. The tax increment gained from the Redevelopment Project would not be available for use by the taxing entities as general tax revenues, but would be used to pay the TIF Bond issued to pay for eligible improvements to enable this Redevelopment Project to be realized. To the extent the Redevelopment Project has not reached full value at the time taxes are divided, the amount of the annual tax increment will be less.

Estimated 2022 assessed value:	\$ 100,000
Estimated 2023 assessed value:	\$ 22,125,000
Increment value	\$ 22,025,000
Annual Increment	\$ 421,048
Total Increment	\$ 6,315,720
TIF Bond issue	\$ 4,880,000

* The above figures are estimates and subject to change.

Public Infrastructure and Community Public Service Impacts. The Redevelopment Project requires extensive investment in public park improvement to establish the recreational lake. Investment in the lake is estimated at \$2,200,000. Sewer and water main extension to the Apartment Site may also be necessary and is included as an eligible TIF expense. Fire and police protection are considered adequate and no additional personnel or equipment is contemplated.

Employment Within the Project Area. Employment within the Project Area is expected to increase during construction of the Redevelopment Project. These jobs will be temporary. After

completion of the Redevelopment Project, maintenance and management positions likely will be created in conjunction with the apartment complex constructed as part of Project One.

Employment in the City Outside the Project Area. The construction of approximately 144 apartments over the build-out period will provide incremental local sales to support construction workers during that time. This will result in modest upward pressure for jobs in the service and retail sector. The latest census data shows that the City's population per household is two persons. At this rate, the population could expand by 288 persons as a result of the full implementation of the project, which would positively affect employees and employers in the City.

Local Tax Impacts. The Redevelopment Project will require substantial purchases of materials during its construction. With respect to Project One, assuming that actual apartment construction cost is \$21,247,000, approximately 40 percent of the cost will be allocated toward materials. Construction materials delivered to the construction site in the City are subject to local sales tax of 1.5%. At 40 percent for materials, local tax could be as high as \$127,000 to the general fund of the City.

Impacts on student populations. The addition of school age children as a result of the Redevelopment Project will have an impact on the Wayne School District. The average size of families in the City that are married is 2.83 persons per household. There are 2,143 households in the City with 937 married households, or approximately 44 percent. Assuming 44 percent of the apartments are rented to married couples with traditional families with .83 occupants of school age, a Wayne School District student population increase of 54 children is possible. Single parents with multiple school age children could skew this number higher. Additionally, current residents with children already within the Wayne School District who merely relocate to the apartments could skew this number lower. Notwithstanding, it is anticipated that this calculation does not reflect the likely occupants of Project One. Wayne is home to a state college that creates a significant renter population. Most of this population is unmarried and without school age children. The district will not receive taxes from the apartments during the time the increased taxes are utilized to pay the TIF Bond. The district has received state aid to education in the past. Part of the school aid formula involves assessed valuation in the district. The valuation that generates the TIF Bond payments is not included in the formula and does not count against the state aid that the district would receive. Taxes on any increase in the base value of the land will benefit the school district. After the TIF Bond is paid, or at the end of the 15 years of division of taxes, whichever is sooner, the increased valuation from the residential construction will be available to all taxing entities.

Other Impacts. The Redevelopment Area is blighted and contains substandard conditions that are a detriment to the City as a whole. The Redevelopment Project will revitalize and occupy a vacant space without negatively impacting the surrounding businesses or straining the public infrastructure. There are no other material impacts determined by the Authority relevant to the consideration of the cost or benefits arising from the Redevelopment Project. As such, the costs of the Redevelopment Project are outweighed by its benefits.

Exhibit "5"
Sources and Uses of Funds

Sources

Commercial loan	\$25,931,724
TIF Grant	\$ 4,880,000
Equity	\$ 615,000
<hr/>	
Total Sources	\$31,426,724

Uses

Site Acquisition, Survey and Title	\$ 100,000
Site Preparation & Infrastructure	\$ 1,770,113
Lake construction	\$ 2,200,000
Construction Hard Costs	\$21,247,000
Architecture, Engineering & Legal	\$ 803,000
Contingencies	\$ 2,855,611
Construction Soft Costs	\$ 250,000
Financing	\$ 2,186,000
City legal costs	\$ 15,000
TOTAL	\$31,426,724



WAYNE

NEBRASKA

REQUEST FOR REZONING PROPERTY

Applicant Nick & Jessica Hochstein Date 5-17-22

Address 85441 574 Ave Wayne, NE 68787

Legal Description _____

Rezoning Change From A1 To A2

Reason for Rezoning Building personal house on ground which is owned by Sharp Construction (Nick is sole owner)

Applicant's Signature

*Does this Request comply with the Future Land Use Map YES NO

Summary of Chapter 152 – Zoning

From time to time changes in the boundaries of the existing Zoning Districts may be made. The changes can be initiated by the City Council, Planning Commission, or by the owner of the property involved in the change. A Request for Rezoing is first submitted to the Planning Commission for consideration and their recommendation is submitted to the City Council for final action. If passed, the zoning change becomes an Ordinance and is recorded n the public records.

Rezoning procedures begin with the property owner submitting an application to the City Planner. This Rezoning Request gives the legal description of the property, the zoning change, and reasons for the rezoning. In addition to the Rezoning Request, a list of property owners with 300 feet of the proposed rezoning must be submitted. The list must include the property owner and a mailing address.

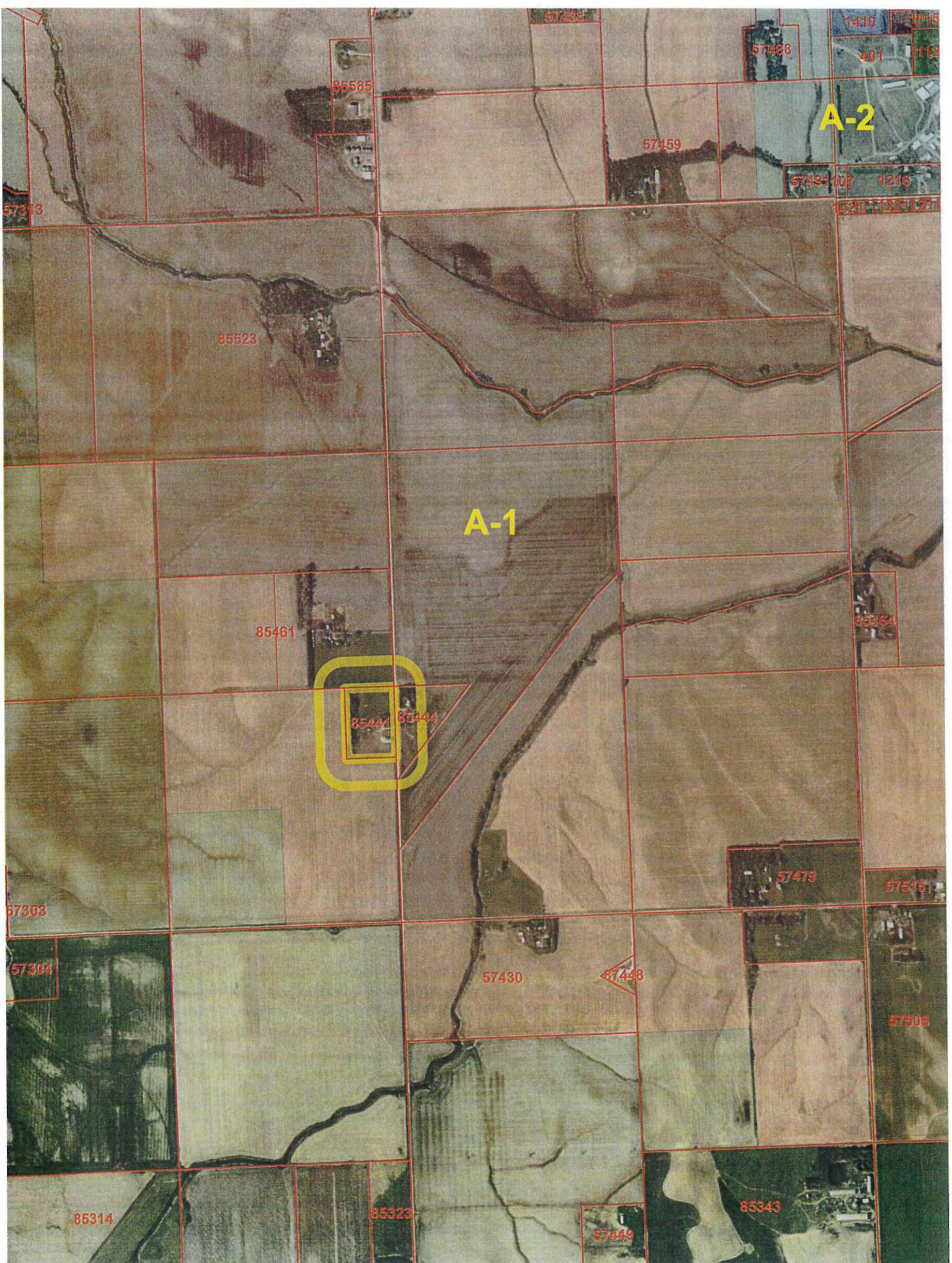
The Rezoning Request and list must be filed with the City Planner at least 15 days prior to the Planning Commission meeting along with a filing fee, currently \$200 per hearing. The Rezoning Request is then placed on the agenda. At least 10 days prior to the Planning Commission meeting the adjacent property owners are notified of the proposed rezoning along with the School District. A public notice is published in the local newspaper.

The Planning Commission may rule on the Rezoning Request immediately following the Public Hearing or table the item until the next meeting. The recommendation by the Planning Commission is then presented to the City Council at their next meeting for final action. The City Council shall approve or disapprove the Rezoning Request or return it to the Planning Commission.

Date Rezoning Request Approved Denied by Planning Commission July 11, 2022

Date Rezoning Request Approved/Denied by City Council _____

Current Fee: \$200 per Hearing, Two Hearings Required (Planning Commission & City Council)



A-2

A-1

85441 85444

57393

85585

57458

57428

1410

1115

401

1112

57459

57491

107

1216

1527

1121

1211

85523

85461

85464

57303

57304

85441 85444

57479

57515

57430

87448

57505

85314

85323

57449

85343

ORDINANCE NO. 2022-15

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY FROM A-1 AGRICULTURAL DISTRICT TO A-2 AGRICULTURAL RESIDENTIAL DISTRICT.

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

Section 1. That the Planning Commission held a public hearing on July 11, 2022, regarding this rezoning request, and have recommended approval thereof, with the "Findings of Fact" being:

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

Section 2. That the real estate area shown on the attached map be changed and rezoned from A-1 (Agricultural District) to A-2 (Agricultural Residential District). The area being rezoned is legally described as:

Part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Beginning at the Northeast 1/4 corner of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°36'39" E, 791.91 feet; thence S 87°51'27" W, 550.87 feet; thence N 01°36'36" W, 792.26 feet; thence N 87°53'42" E, 550.86 feet to the Point of Beginning, containing 10.02 acres, more or less.

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described or as recommended as now in an A-2 (Agricultural Residential) zone.

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

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

PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-46

A RESOLUTION APPROVING "HOCHSTEIN ESTATES SUBDIVISION," WAYNE COUNTY, NEBRASKA.

WHEREAS, the Planning Commission, upon review of the Final Plat of "Hochstein Estates Subdivision," Wayne County, Nebraska, legally described as:

Legal Description:

A subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Beginning at the Northeast 1/4 corner of the Southeast 1/4 of Section 22, T26N, R3E of the 6th P.M., Wayne County, Nebraska; thence S 01°36'39" E, 791.91 feet; thence S 87°51'27" W, 550.87 feet; thence N 01°36'36" W, 792.26 feet; thence N 87°53'42" E, 550.86 feet to the Point of Beginning, containing 10.02 acres, more or less,

on July 11, 2022, recommended approval thereof, based upon the following "Finding of Fact:"

- Staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the "Hochstein Estates Subdivision," Wayne County, Nebraska, be approved subject to the recommendations of the Planning Commission and the foregoing "Finding of Fact."

PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Hochstein Estates

A Subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T20N, R3E, Wayne County, Nebraska

A Subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T20N, R3E, Wayne County, Nebraska

A Subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T20N, R3E, Wayne County, Nebraska

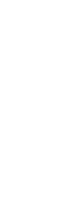
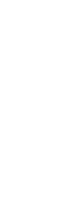
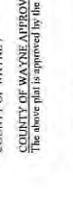
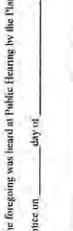
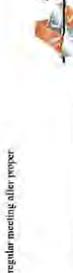
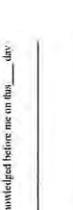
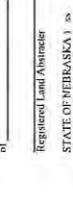
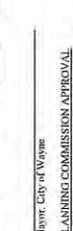
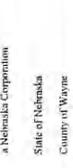
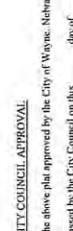
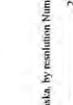
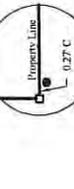
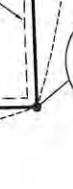
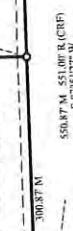
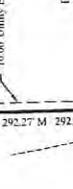
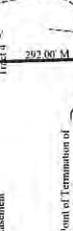
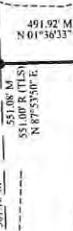
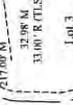
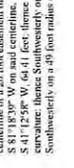
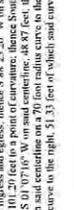
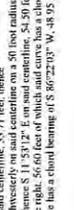
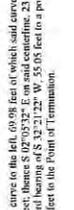
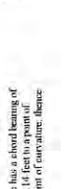
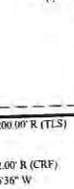
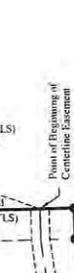
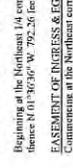
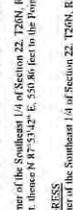
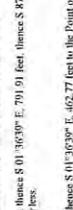
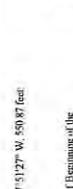
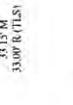
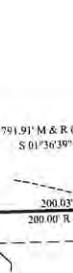
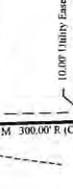
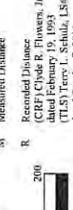
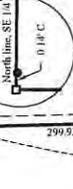
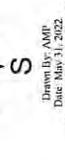
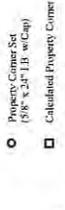
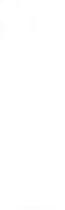
A Subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T20N, R3E, Wayne County, Nebraska

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A Subdivision of part of the Northeast 1/4 of the Southeast 1/4 of Section 22, T20N, R3E, Wayne County, Nebraska



ORDINANCE NO. 2022-8

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

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

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

Lot 1, containing 2.55 acres, more or less, of the Replat of Kardell Industrial Park, Wayne County, Nebraska,

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

Section 2. The Planning Commission held a public hearing on June 6, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Existing connection to utilities, including city water, city sewer and city electric; and
- Staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

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

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2022-9

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

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

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

Annexing a parcel of land containing 34.75 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which Great Dane Trailers at 1200 Centennial Road is located, more particularly described as:

Tract 4

A tract of land located in the North 1/2 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Northeast Corner of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence S 02°29'52" E on an assumed bearing on the East line of said Southeast 1/4, 37.00 feet to the Point of Beginning; thence S 02°29'52" E on said East line, 875.09 feet; thence S 87°34'08" W on the North line of Centennial Valley Addition to the City of Wayne, 1742.71 feet to a point on the East line of Angel Acres Addition to the City of Wayne; thence N 02°29'11" W on the East line of said Angel Acres Addition and Longe's Addition to the City of Wayne, 775.28 feet; thence N 87°39'15" E, 99.98 feet; thence N 02°30'31" W, 100.10 feet to a point on the South Right-of-Way line of East 14th Street; thence N 87°34'38" E on said South Right-of-Way line, 1642.60 feet to the Point of Beginning, containing 34.78 acres more or less,

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

Section 2. The Planning Commission held a public hearing on May 2, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Utilities, including city water, city sewer and city electric; and
- Staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

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

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2022-10

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

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

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

Annexing a parcel of land containing 4.27 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which the Department of Roads Wayne Office at 1300 East 7th Street is located, more particularly described as:

Tract 5

A tract of land located in the Southeast 1/4 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence S 87°35'36" W on an assumed bearing on the South line of the Southeast 1/4 of said Southeast 1/4, 1096.56 feet (1095.80' Dd); thence N 02°19'24" W, 116.60 feet to a point on the North Right-of-Way line of Highway #35 and the Southeast corner of the Administrative Subdivision of Lots 1 & 2, Wacker's Addition and Lot 15, Block 5, Sunnyview Subdivision to the City of Wayne, Wayne County, Nebraska, said point being the Point of Beginning; thence N 02°23'05" W on the East line of said Administrative Subdivision and the East line of said Sunnyview Subdivision, 730.19 feet (728.68' Dd) to the Southwest corner of Lot 2, Centennial Valley Addition Replat 1; thence N 87°34'36" E on the South line of said Lot 2, 227.00 feet; thence S 02°34'04" E, 384.76 feet; thence N 87°42'52" E, 63.00 feet; thence S 12°51'20" E, 295.26 feet to a point on the North Right-of-Way line of the abandoned Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed); thence S 59°06'36" W on said North Right-of-Way line, 12.13 feet to the Southeast corner of Utilicorp United Inc. property; thence N 30°53'24" W and perpendicular to said North Right-of-Way line, 100.00 feet; thence S 59°06'36" W and parallel to said North Right-of-Way line, 100.00 feet; thence S 30°53'24" E and perpendicular to said North Right-of-Way, 100.00 feet to a point on said North Right-of-Way line; thence S 59°06'36" W on said North Right-of-Way line, 3.85 feet to a point on the North Right-of-Way line of Highway #35, said point being 116.30 feet North of said South line; thence S 87°39'51" W, on said North Right-of-Way line, 242.96 feet to the Point of Beginning, containing 4.27 acres, more or less,

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

Section 2. The Planning Commission held a public hearing on May 2, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Utilities, including city water, city sewer and city electric; and
- Staff's recommendation

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

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

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2022-11

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

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

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

Annexing a parcel of land containing 9.33 acres more or less to the City of Wayne. The applicant is the City of Wayne. The City wishes to annex the parcel on which Heritage Homes at 1519 East 7th Street is located, more particularly described as:

Tract 6

A tract of land located in the Southeast 1/4 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska; thence N 02°29'52" W on an assumed bearing on the East line of said Southeast 1/4, 580.31 feet to a point on the North Right-of-Way line of the abandoned Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed), said point being the Point of Beginning; thence N 02°29'52" W on said East line, 266.80 feet (267.19' R) to a point on the Easterly extension of the South line of Lot 2, Centennial Valley Addition Replat 1 to the City of Wayne, Wayne County, Nebraska; thence S 87°34'36" W on the South line of said Lot 2, 867.76 feet; thence S 02°34'04" E, 384.76 feet; thence N 87°42'52" E, 63.00 feet; thence S 12°51'20" E, 295.26 feet to a point on the North Right-of-Way line of the abandoned Chicago, St. Paul, Minneapolis and Omaha Railroad (Now Removed); thence N 59°01'27" E on said North Right-of-Way line, 854.63 feet to the Point of Beginning, containing 9.33 acres, more or less,

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

Section 2. The Planning Commission held a public hearing on May 2, 2022, regarding the proposed annexation, and have recommended approval thereof, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan and the current and future land use map;
- Utilities, including city water, city sewer and city electric; and
- Staff's recommendation.

Section 3. Therefore, the above described real estate is annexed to the City of Wayne, Nebraska, and is declared to be within the corporate limits of the City of Wayne, Nebraska, pursuant to Section 19-916 (R.R.S. 1943).

Section 4. The corporate limits of the City of Wayne, Nebraska, are hereby extended to include said real estate.

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

Section 6. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

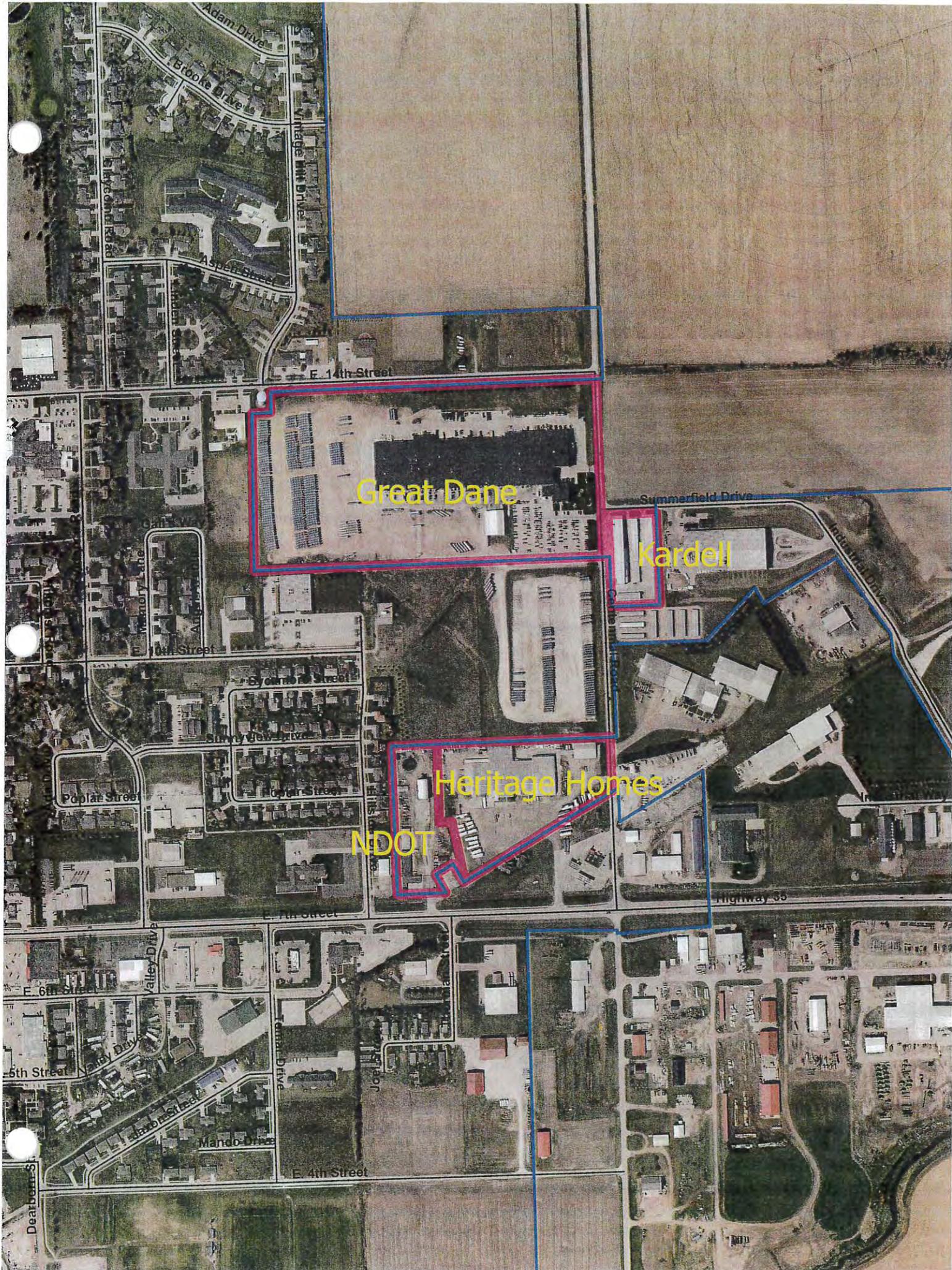
PASSED AND APPROVED this 19th day of July, 2022.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



Great Dane

Kardell

Heritage Homes

NDOT



1707 Dakota Avenue South Sioux City, NE 68776

CERTIFICATE OF PAYMENT NO. 2

Date of Issuance: 07/14/2022

Project No. 021-07991

Project: **Wayne Chicago Street**

Contractor: **Robert Woehlers & Sons Construction, INC.**
123 Fairground Ave.
Wayne, NE 68787

DETAILED ESTIMATE		
Description	Unit Prices	Extensions
See Attached		

PLEASE REMIT PAYMENT TO: Robert Woehlers & Sons Construction, INC.

Value of Work Stored & Completed: \$97,614.44

Original Contract Cost:	\$744,327.00
Approved Change Orders:	
No. 1	\$0.00
No. 2	\$0.00
No. 3	\$0.00
No. 4	\$0.00
No. 5	\$0.00
Total Contract Cost:	\$744,327.00

Value of completed work and materials stored	\$97,614.44
Less retained percentage (10 %)	\$9,761.44
Net amount due including this estimate	\$87,853.00

Less: Estimates previously approved:

No. 1	\$15,750.00	No. 6	\$0.00
No. 2	\$0.00	No. 7	\$0.00
No. 3	\$0.00	No. 8	\$0.00
No. 4	\$0.00	No. 9	\$0.00
No. 5	\$0.00	No. 10	\$0.00

Total Previous Estimates: \$15,750.00

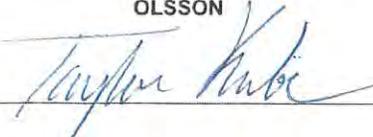
NET AMOUNT DUE THIS ESTIMATE: \$72,103.00

The undersigned hereby certifies that the work done and materials delivered have been checked as to quantity and conformance with the plans and specifications and the Contractor, in accordance with the contract, is entitled to payment as indicated above.

cc: Robert Woehlers & Sons Co
Project File

OLSSON

CITY

By  By _____



WAYNE CHICAGO STREET
Wayne, Nebraska
021-07991

Contractor: Robert Woelthers & Sons Construction, INC.

PAY ESTIMATE NO. 2

No.	Description	Unit	Plan Quantity	Unit Price \$	Contract Price \$	Quantities Completed	Total Amount Completed	Total Amount Stored	Amount Stored Remaining	Completed + Stored Remaining	90% Due Contractor	10% Retainage	Amt. Paid Prev. Est.	Total Due This Est.
1.0	MOBILIZATION	LS	1.0	\$35,000.00	\$35,000.00	0.5	\$17,500.00	\$ -	\$ -	\$17,500.00	\$15,750.00	\$1,750.00	\$ -	\$ -
2.0	TRAFFIC CONTROL	LS	1.0	\$2,500.00	\$2,500.00	1	\$2,500.00	\$ -	\$ -	\$2,500.00	\$2,250.00	\$250.00	\$ -	\$2,250.00
3.0	EARTHWORK	LS	1.0	\$9,000.00	\$9,000.00	0.25	\$2,250.00	\$ -	\$ -	\$2,250.00	\$1,800.00	\$450.00	\$ -	\$1,800.00
4.0	REMOVE FENCE	LF	450.0	\$1.00	\$450.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.0	REMOVE STORM SEWER PIPE	LF	852.0	\$6.816	\$5,806.00	60	\$409.00	\$ -	\$ -	\$409.00	\$432.00	\$48.00	\$ -	\$432.00
6.0	REMOVE STORM SEWER STRUCTURE	EA	5.0	\$1,000.00	\$5,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.0	REMOVE WATER MAIN PIPE	LF	205.0	\$6.00	\$1,230.00	0.0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.0	REMOVE PAVEMENT	SY	926.0	\$4.00	\$3,704.00	80	\$320.00	\$ -	\$ -	\$320.00	\$288.00	\$32.00	\$ -	\$288.00
9.0	REMOVE AND REPLACE UNSUITABLE SOILS	CY	100.0	\$5.00	\$5,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.0	EROSION CONTROL	LS	1.0	\$3,500.00	\$3,500.00	1	\$1,750.00	\$ -	\$ -	\$1,750.00	\$1,575.00	\$175.00	\$ -	\$1,575.00
11.0	12" SUBGRADE PREP	SY	4139.0	\$6.00	\$24,834.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.0	6" CONCRETE PAVEMENT W/ 6" INTEGRAL CURB	SY	3715.0	\$65.00	\$241,475.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.0	6" CONCRETE BIKE TRAIL 8" WIDE	SY	137.0	\$100.00	\$13,700.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.0	12" WHITE POLYUREA CROSSWALK STRIPES, GROOVED	LF	40.0	\$100.00	\$4,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.0	DETECTABLE WARNING PANELS	SF	32.0	\$85.00	\$2,720.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16.0	4" SANITARY SEWER SERVICE CONNECTION	EA	7.0	\$500.00	\$3,500.00	2	\$1,000.00	\$234.33	\$160.33	\$1,160.33	\$1,044.30	\$116.03	\$ -	\$1,044.30
17.0	4" SANITARY SEWER SERVICE LINE	LF	220.0	\$25.00	\$5,500.00	50	\$1,250.00	\$790.94	\$25.94	\$1,875.94	\$1,698.35	\$187.59	\$ -	\$1,698.35
18.0	48" SANITARY SEWER MANHOLE	EA	4.0	\$4,500.00	\$18,000.00	2	\$9,000.00	\$3,167.20	\$3,167.20	\$12,167.20	\$10,950.48	\$1,216.72	\$ -	\$10,950.48
19.0	8" PVC SANITARY SEWER MAIN	LF	964.0	\$42.00	\$40,488.00	421	\$17,882.00	\$14,364.86	\$8,744.51	\$26,426.51	\$23,763.86	\$2,662.65	\$ -	\$23,763.86
20.0	7.5" X 3' CURB INLET	EA	1.0	\$5,000.00	\$5,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.0	7.5" X 6' CURB INLET	EA	1.0	\$6,000.00	\$6,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22.0	TYPE 1 CURB INLET	EA	6.0	\$4,000.00	\$24,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23.0	4" X 4' JUNCTION BOX	EA	1.0	\$4,000.00	\$4,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24.0	5" X 7' JUNCTION BOX	EA	1.0	\$6,000.00	\$6,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25.0	6" X 6' JUNCTION BOX	EA	1.0	\$6,000.00	\$6,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26.0	18" FES	EA	1.0	\$1,000.00	\$1,000.00	0	\$0.00	\$438.70	\$438.70	\$438.70	\$394.83	\$43.87	\$ -	\$394.83
27.0	65" X 40" RCA FES	EA	1.0	\$5,000.00	\$5,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28.0	30" NYLOPLAST D.B.	EA	1.0	\$5,000.00	\$5,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29.0	108" MANHOLE	EA	1.0	\$8,000.00	\$8,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30.0	24" HDPE	LF	411.0	\$75.00	\$30,825.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31.0	18" RCP	LF	64.0	\$60.00	\$3,840.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32.0	24" RCP	LF	241.0	\$75.00	\$18,075.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33.0	65" X 40" RCAP	LF	328.0	\$385.00	\$126,280.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34.0	WET CUT-IN	EA	3.0	\$1,500.00	\$4,500.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35.0	1" WATER SERVICE ASSEMBLY	EA	6.0	\$1,000.00	\$6,000.00	0	\$0.00	\$2,172.10	\$2,172.10	\$2,172.10	\$1,954.89	\$217.21	\$ -	\$1,954.89
36.0	1" WATER SERVICE LINE	LF	300.0	\$50.00	\$15,000.00	0	\$0.00	\$321.00	\$321.00	\$321.00	\$288.90	\$32.10	\$ -	\$288.90
37.0	8" MJ GATE VALVE	EA	4.0	\$2,400.00	\$9,600.00	0	\$0.00	\$6,543.05	\$6,543.05	\$6,543.05	\$5,888.75	\$654.31	\$ -	\$5,888.75
38.0	8" X 6" MJ TEE	EA	1.0	\$600.00	\$600.00	0	\$0.00	\$253.59	\$253.59	\$253.59	\$228.23	\$25.36	\$ -	\$228.23
39.0	8" X 8" MJ TEE	EA	2.0	\$700.00	\$1,400.00	0	\$0.00	\$590.64	\$590.64	\$590.64	\$531.58	\$59.06	\$ -	\$531.58
40.0	6" CONNECTION SLEEVE	EA	2.0	\$500.00	\$1,000.00	0	\$0.00	\$398.04	\$398.04	\$398.04	\$358.24	\$39.80	\$ -	\$358.24
41.0	8" 30" MJ BEND	EA	2.0	\$750.00	\$1,500.00	0	\$0.00	\$644.14	\$644.14	\$644.14	\$579.73	\$64.41	\$ -	\$579.73
42.0	8" 45" MJ BEND	EA	4.0	\$750.00	\$3,000.00	0	\$0.00	\$680.52	\$680.52	\$680.52	\$612.47	\$68.05	\$ -	\$612.47
43.0	8" C900 WATER MAIN	LF	694.0	\$35.00	\$24,290.00	0	\$0.00	\$18,163.25	\$18,163.25	\$18,163.25	\$16,346.93	\$1,816.33	\$ -	\$16,346.93
44.0	FIRE HYDRANT ASSEMBLY, TYPE III	EA	1.0	\$6,000.00	\$6,000.00	0	\$0.00	\$1,229.43	\$1,229.43	\$1,229.43	\$1,106.49	\$122.94	\$ -	\$1,106.49
45.0	SEEDING	AC	2.0	\$3,000.00	\$6,000.00	0	\$0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Bid Section				\$744,327.00		\$53,482.00	\$49,991.79	\$44,132.44	\$97,614.44	\$87,853.00	\$9,761.44	\$15,750.00	\$72,103.00



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

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

Pay Application # 2

7/11/2022

To: Owner
Chicago Street
Wayne, NE
Engineer: Olsson

Office:
Cell:
Fax:

	Base Bid		Bid Quantity	Installed This Period	Total Installed	Bid Price	
1	Mobilization	Lump	1.00	0.00	0.50	\$35,000.00	\$17,500.00
2	Traffic Control	Lump	1.00	1.00	1.00	\$2,500.00	\$2,500.00
3	Earthwork	Lump	1.00	.25	0.25	\$8,000.00	\$2,000.00
4	Remove Fence	LnFt	450.00	0.00	0.00	\$1.00	\$0.00
5	Remove Storm Sewer Pipe	LnFt	852.00	60.00	60.00	\$8.00	\$480.00
6	Remove Storm Sewer Structure	EA	5.00	0.00	0.00	\$1,000.00	\$0.00
7	Remove Water Main Pipe	LnFl	205.00	0.00	0.00	\$6.00	\$0.00
8	Remove Pavement	SY	926.00	80.00	80.00	\$4.00	\$320.00
9	Remove and Replace Unsuitable Soils	CY	100.00	0.00	0.00	\$50.00	\$0.00
10	Erosion Control	Lump	1.00	0.50	0.50	\$3,500.00	\$1,750.00
11	12" Subgrade Prep	SY	4139.00	0.00	0.00	\$6.00	\$0.00
12	8" Concrete Pavement w/6" Intergal Curb	SY	3715.00	0.00	0.00	\$65.00	\$0.00
13	6" Concrete Bike Trail 8' Wide	SY	137.00	0.00	0.00	\$100.00	\$0.00
14	12" White Polyurea Crosswalk Stripes, Grooved	LF	40.00	0.00	0.00	\$100.00	\$0.00
15	Detectable Warning Panels	SF	32.00	0.00	0.00	\$85.00	\$0.00
16	4" Sanitary Sewer Service Connection	EA	7.00	2.00	2.00	\$500.00	\$1,000.00
17	4" Sanitary Sewer Service Line	LnFl	220.00	50.00	50.00	\$25.00	\$1,250.00
18	48" Sanitary Sewer Manhole	EA	4.00	2.00	2.00	\$4,500.00	\$9,000.00
19	8" PVC Sanitary Sewer Main	LnFt	964.00	421.00	421.00	\$42.00	\$17,682.00
20	7.5' x 3' Curb Inlet	EA	1.00	0.00	0.00	\$5,000.00	\$0.00
21	7.5' x 6' Curb Inlet	EA	1.00	0.00	0.00	\$6,000.00	\$0.00
22	Type 1 Curb Inlet	EA	6.00	0.00	0.00	\$4,000.00	\$0.00
23	4' x 4' Junction Box	EA	1.00	0.00	0.00	\$4,000.00	\$0.00
24	5' x 7' Junction Box	EA	1.00	0.00	0.00	\$6,000.00	\$0.00
25	6' x 6' Junction Box	EA	1.00	0.00	0.00	\$6,000.00	\$0.00
26	18" FES	EA	1.00	0.00	0.00	\$1,000.00	\$0.00
27	65" x 40" RCA FES	EA	1.00	0.00	0.00	\$5,000.00	\$0.00
28	30" Nyloplast DB	EA	1.00	0.00	0.00	\$5,000.00	\$0.00
29	108" Manhole	EA	1.00	0.00	0.00	\$8,000.00	\$0.00
30	24" HDPE	LnFl	411.00	0.00	0.00	\$75.00	\$0.00
31	18" RCP	LnFt	64.00	0.00	0.00	\$60.00	\$0.00
32	24" RCP	LnFl	241.00	0.00	0.00	\$75.00	\$0.00
33	65" x 40" RCAP	LnFt	328.00	0.00	0.00	\$385.00	\$0.00
34	Wet Cut In	EA	3.00	0.00	0.00	\$1,500.00	\$0.00
35	1" Water Service Assembly	EA	6.00	0.00	0.00	\$1,000.00	\$0.00
36	1" Water Service Line	LnFl	300.00	0.00	0.00	\$20.00	\$0.00
37	8" MJ Gate Valve	EA	4.00	0.00	0.00	\$2,400.00	\$0.00
38	8" x 6" MJ Tee	EA	1.00	0.00	0.00	\$600.00	\$0.00
39	8" x 8" MJ Tee	EA	2.00	0.00	0.00	\$700.00	\$0.00
40	8" Connection Sleeve	EA	2.00	0.00	0.00	\$500.00	\$0.00
41	8" 30 DG Bend	EA	2.00	0.00	0.00	\$750.00	\$0.00

42	8" 45 DG Bend	EA	4.00	0.00	0.00	\$750.00	\$0.00
43	8" C900 Water Main	LF	694.00	0.00	0.00	\$35.00	\$0.00
44	Fire Hydrant Assembly, Type II	EA	1.00	0.00	0.00	\$6,000.00	\$0.00
45	Seeding	Acre	2.00	0.00	0.00	\$3,000.00	\$0.00

Total Installed		\$53,482.00	
Stored Material		-\$44,132.41	\$44,132.44
Total		-\$97,614.41	\$97,614.44
Less 10% Retention		\$9,761.44	
Total		-\$87,852.97	\$87,853.00
Less Previous Payments		\$15,750.00	
Total Due This Pay Application		-\$72,102.97	\$72,103.00



LINCOLN WINWATER WORKS CO.
515 NW 27TH ST, STE 2
LINCOLN NE 68528-1001

INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 2	00783-000453	083577 01
DB	INVOICE DATE	INVOICE TOTAL
22	06/30/2022	\$49,991.79

BILL TO :

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



8821

To Reorder Contact Us At
Phone No: (402) 438-2988
Fax No: (402) 438-2992

SHIP TO:

ROBERT WOEHLE & SONS CONSTR
201 S DOUGLAS ST
WAYNE NE 687871849

JOB NAME: WAYNE CHICAGO ST

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
	015-ERIC EICKMEIER	STOCK		1% 10TH, NET 30TH	06/30/2022

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
5	0	921-0004 4 SDR26 HW 45 GJXGJ	5		\$20.0000		\$100.00	Y
7	0	4 SDR26 HW CAP	7		\$17.0000		\$119.00	Y
224	0	4X14 PVC SDR26 GASKET PIPE D3034 GJ GREEN	224		\$3.3000		\$739.20	Y
8	0	1030 RING & COVER PLAIN/SOLID		B	\$495.0000		\$0.00	Y
2	0	912-0008 8 SDR26 HW PLUG	2		\$57.0000		\$114.00	Y
8	0	1706 DEETER CISTERN R & C W/ DROP HANDLE	8		\$370.0000		\$2,960.00	Y
1	0	2410NP 24 PLST END SECTION	1		\$410.0000		\$410.00	Y
1	0	2830AG 30" DRAIN BASIN < 5'		B	\$2,895.0000		\$0.00	Y
420	0	24X20' SOLID N-12 WT/IB PIPE		B	\$30.4000		\$0.00	Y
6	0	317-00090509 8X1CC SS SADDLE 7.69-9.05 OD	6		\$97.0000		\$582.00	Y
6	0	74701B-3H 1 BALL CORP STOP NL IPS HANDY-LOK CORP STOP	1	B	\$114.0000		\$114.00	Y
6	0	76104-3H 1 MINN BALL VALVE NL IPS HANDY-LOK CURB STOP	6		\$205.0000		\$1,230.00	Y
6	0	5614 5-1/2' MINN PAT STOP BOX	2	B	\$52.0000		\$104.00	Y
300	0	1X300 250# IPS P-CORE 4710 SIDR7	300		\$1.0000		\$300.00	Y
1,500	0	12GAX500' SOL HS-CCS PE30 BLUE	1,500		\$0.1400		\$210.00	Y
4	0	A2360-23 8" MJXMJ OL GATE VALVE	4		\$1,250.0000		\$5,000.00	Y
36	0	SLC8 8" PVC RESTRAINT	36		\$52.5000		\$1,890.00	Y
5	0	5-1/4 14" VALVE BOX EXTENSION	5		\$40.0000		\$200.00	Y
1	0	8X6 MJXMJ TEE C153 CL-TC IMP	1		\$237.0000		\$237.00	Y
2	0	8 MJXMJ TEE C153 CL-TC IMP	2		\$276.0000		\$552.00	Y
2	0	8 MJ L/SLV C153 TC IMP	2		\$186.0000		\$372.00	Y
2	0	8 MJ 11-1/4 C153 CL-TC IMP	2		\$145.0000		\$290.00	Y
2	0	8 MJ 22-1/2 C153 CL-TC IMP	2		\$156.0000		\$312.00	Y
4	0	8 MJ 45 C153 CL-TC IMP	4		\$159.0000		\$636.00	Y
1	0	6X18 ANCH COUPLING	1		\$179.0000		\$179.00	Y
1	0	A2360-23 6" MJXMJ GATE VALVE	1		\$780.0000		\$780.00	Y
1	0	6 MJ ANCHOR 90 ELL	1		\$190.0000		\$190.00	Y

Continued on next page

INVOICE



LINCOLN WINWATER WORKS CO.
515 NW 27TH ST, STE 2
LINCOLN NE 68528-1001

Page	CUSTOMER NUMBER	INVOICE NUMBER
2 of 2	00783-000453	083577 01
DB	INVOICE DATE	INVOICE TOTAL
22	06/30/2022	\$49,991.79

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	0	A423 HYD 5-1/4 7'-0" OL 3WRED		B	\$3,095.0000		\$0.00	Y
5	0	664-S VALVE BOX KIT	5		\$151.0000		\$755.00	Y
		***** BEGIN COMPONENTS *****						
5	0	144953 26 VALVE BX TOP 6850/60	5		\$0.0000		\$0.00	
5	0	6850-36B VALVE BOX BOTTOM ONLY	5		\$0.0000		\$0.00	
5	0	5-1/4 LID ONLY MARKED "WATER	5		\$0.0000		\$0.00	
		***** END COMPONENTS *****						
5	0	907-0084 8X4 SDR26 HW SEWR WYE GASKETED	5		\$83.0000		\$415.00	Y
36	0	MGP8 8 MJ GSKT/T-BOLT PK	36		\$0.0000		\$0.00	Y
4	0	MGP6 6 MJ GSKT/T-BOLT PK	4		\$0.0000		\$0.00	Y
4	0	VBAIL-D VALVE BOX ADPT	4		\$40.0000		\$160.00	Y
700	0	MUELLER 8" C515 OR 10" C509 GV	700		\$21.2500		\$14,875.00	Y
1	0	8X20 C900 DR18 CL235 GJ		B	\$40.0000		\$0.00	Y
		VBAIL-F VALVE BOX ADAPTER						
		MUELLER 2361 4" & 6"						
12	0	1 QT OF LUBE	12		\$0.0000		\$0.00	Y
966	0	8X14 PVC SDR26 GASKET PIPE	966		\$13.3500		\$12,896.10	Y
		D3034 GJ GREEN						
							\$49,991.79	
					49,991.79			
50'		4" Sewer Line	3.35'		165'			
2		4' Service Connection	37'		74'			
421'		8' SDR 26	13 ³⁵ '		\$,620 ³⁵			
					44,132.44			
							\$44,132.44	

TAX AREA ID: 281790410
FEDERAL TAX ID NUMBER: 261074970
TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: www.winsupplyinc.com/tcsale

PAY FULL INVOICE AMOUNT BY 08/25/2022
IF PAID BY 08/10/22 YOU MAY DEDUCT \$467.21

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.

	Net Sales	\$46,721.30
	Freight	\$0.00
State Tax %5.50	State Tax	\$2,569.67
Local Tax %1.50	Local Tax	\$700.82
	Invoice Total	\$49,991.79