

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
January 18, 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 – January 4, 2022](#)
4. [Approval of Claims](#)
5. [Public Hearing: Redevelopment Plan for Sanctuary Apartments Redevelopment Project \(Advertised Time: 5:30 p.m.\)](#)

**Background:** Sanctuary Apartments LLC is requesting tax increment financing for a project to renovate the First Baptist Church into a 6-unit market rate apartment complex for downtown living. The property is located at 400 Main Street. The total estimated project costs are between \$1.2 and 1.4 million. 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 \$175,000 to assist in the financing. The estimated 2020 assessed value is \$100,000. The estimated value after completion of this project is \$1,100,000.

The site plan submitted for the Sanctuary Apartments shows the public sidewalk being relocated to the back side of the curb to allow for parking. If the Council approves this redevelopment plan, they should also approve the relocation of the public sidewalk to a location other than what is prescribed in code to allow room for the required parking.

6. [Resolution 2022-5: Approving a Redevelopment Plan as Contained in a Redevelopment Contract \(Sanctuary Apartments Redevelopment Project\)](#)
7. [Resolution 2022-6: Approving Amended Interlocal Cooperation Agreement between the City of Wayne and Wayne Community School District 90-0017](#)

**Background:** This amendment changes Paragraph 2 of said agreement as follows: “The City and the District agree to hold annual meetings prior to the start of the fall semester of the District each year. The official participants in such meetings will consist of no more than **three** ~~two~~ representatives appointed by the elected body of each entity to discuss the operations of the Project.”

8. [Resolution 2022-7: Accepting Bid and Awarding Contract on the “College Hill Park Trail Head Project”](#)

**Background:** Two bids were received on this project on January 12, 2022. The bid tab is in this packet. The recommendation of the architect on this project is to award the contract to the low bidder, OCC Builders, LLC, for \$318,340. The other bidder was Robert Woehler & Sons Construction, Inc., for \$447,804.81. This project pertains to the renovation of the old pool house building.

9. [Resolution 2022-8: Approving the Plans, Specifications and Contract Documents for the “2022 Aquarius Tank Diffuser Replacement Project”](#)

Roger Protzman, JEO Consulting Group, Inc., has put together the plans, specs, and contract documents for this project. The draft is attached separately from the packet.

10. [Discussion on Lake Development on the Lagoon Property](#)

**Background:** If the Council wants to continue to pursue a lake, the next step for old lagoon development is to locate the lake and determine the size and the source of water. If ground water is chosen to fill/keep full the lake, the Council will need to choose whether to use potable water or dig a new well for this purpose.

11. [Discussion on Sales Tax](#)

**Background:** The Council will need to determine no later than its February 15<sup>th</sup> meeting what ballot language will be sent to the County regarding local option sales. Besides the additional half cent to upgrade/add onto the CAC, the Council can approve ballot language to renew a part or all of the existing sales tax. Currently, one cent goes for Capital Improvements (60%) & LB 840 (40%), and the remaining half cent goes to paying off the swimming pool bonds. The one cent sunsets in June 2024 and the other half cent sunsets when the bonds are paid off (estimated in the fall 2024). Items Council has discussed in the past include: LB 840, land purchases/land development, parks and recreation projects, indoor swimming pool, lagoon development, capital improvements generally and specifically (i.e. police vehicles, fire trucks, streets).

12. [Update on Police Litigation Matter](#)

13. [Invitation Reminder: WAED “Housing Summit,” Tuesday, January 25, 2022, at the Wayne Country Club – 5:30 p.m. to 7:30 p.m.](#)

14. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
January 4, 2022**

The Wayne City Council met in regular session at City Hall on January 4, 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, Nick Muir, Dallas Dorey, Jason Karsky, and Matt Eischeid; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Chris Woehler and Jill Brodersen.

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 Eischeid, to approve the minutes of the meeting of December 21, 2021, 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 Woehler and Brodersen 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:** ACES, SE, 1021.15; AMERITAS, SE, 130.61; AMERITAS, SE, 3092.74; AMERITAS, SE, 195.01; AMERITAS, SE, 72.00; APPEARA, SE, 113.30; ASCAP, FE, 390.00; AWWA, FE, 338.00; BLACK HILLS ENERGY, SE, 1702.04; BOMGAARS, SU, 1819.21; BORDER STATES

INDUSTRIES, SU, 74.36; CARHART LUMBER, SU, 180.62; CENTURYLINK, SE, 425.45; CITY EMPLOYEE, RE, 218.44; CITY EMPLOYEE, RE, 317.38; CITY EMPLOYEE, RE, 2930.33; CITY OF WAYNE, PY, 86078.76; CITY OF WAYNE, RE, 892.40; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE CO, SE, 103.20; EAKES OFFICE PLUS, SE, 2335.56; ECHO GROUP, SU, 33.31; ECHO GROUP, SU, 171.30; FLOOR MAINTENANCE, SU, 357.94; GREENFIELD, BRETT, SE, 12.00; HILAND DAIRY, SE, 109.36; HILAND DAIRY, SE, 116.76; HYDRAULIC SALES & SERVICE, SE, 294.48; ICMA, SE, 55.00; ICMA, SE, 34.38; ICMA, SE, 375.83; ICMA, SE, 145.28; ICMA, SE, 112.52; ICMA, SE, 159.20; ICMA, SE, 8266.47; ICMA, SE, 1432.70; ICMA, SE, 124.70; ICMA, SE, 366.40; IRS, TX, 14983.70; IRS, TX, 12274.88; IRS, TX, 3479.32; ISLAND SPRINKLER SUPPLY, SU, 635.12; JACK'S UNIFORMS, SU, 93.90; KELLY SUPPLY CO, SU, 102.79; MARCO, SE, 175.92; MILLER LAW, SE, 5416.67; MOONLIGHT TOWING, SE, 560.00; NE DEPT OF REVENUE, TX, 4955.04; NE HARVESTORE, SU, 508.39; NIEWALD, ETHAN, SE, 12.00; NORFOLK GM AUTO CENTER, SU, 62.79; NORTHEAST POWER, SE, 13819.26; NOVA FITNESS EQUIPMENT, SE, 648.00; ODEYS, SU, 795.30; O'REILLY AUTOMOTIVE STORES, SU, 158.11; O'REILLY AUTOMOTIVE STORES, SU, 9.49; O'REILLY AUTOMOTIVE STORES, SU, 32.77; OVERHEAD DOOR, SE, 183.50; OVERHEAD DOOR, SE, 163.45; POSTMASTER, SU, 946.13; ROBERTS, NOAH, SE, 36.00; SCHMITZ, CINDY, SE, 45.00; SMIDT, ARYN, RE, 150.00; STADIUM SPORTING GOODS, SE, 208.00; VIAERO, SE, 66.46; VOMACKA, JOE, SE, 24.00; WAED, SE, 8622.41; WAYNE COMMUNITY SCHOOLS, RE, 750.00; WESCO, SU, 888.10; WISNER WEST, SU, 88.67; WYNIA, KATIE, SE, 300.00; ZEISS, JACKIE, RE, 150.00

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried.

Because there were some issues with the zoom meeting, Mayor Giese changed the order of the agenda until the issues could be fixed.

The following Resolution would direct the City Clerk to file a lien against 616 Sherman Street for the cost of work hired by the City to abate violations of City Code after proper notices were given to the property owner. The amount of the lien is \$300.

Councilmember Eischeid introduced Resolution No. 2022-3 and moved for its approval; Councilmember Dorey seconded.

#### RESOLUTION NO. 2022-3

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON TAX LOT 74, PT N1/2NE1/4, WAYNE TRACTS 13-26-3, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 616 SHERMAN STREET, WAYNE, NEBRASKA.

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

Because the City's contract with Nebraska Public Power District (NPPD) terminated January 1, 2022, it is necessary to update and replace the Exhibit B to the original Transmission Substation Service Agreement that was entered into in August of 2018 with NPPD. This new Transmission Substation Service Agreement Exhibit B will now be the primary document for coordinating metering diagrams and loss factors that had been maintained in the 2002 Wholesale Power Contract billing exhibits.

Councilmember Eischeid introduced Ordinance No. 2022-1, and moved for approval thereof; Councilmember Karsky seconded.

#### ORDINANCE NO. 2022-1

AN ORDINANCE APPROVING AMENDMENT TO EXHIBIT B TO THE TRANSMISSION SUBSTATION SERVICE AGREEMENT BETWEEN THE CITY OF WAYNE, NEBRASKA, AND NEBRASKA PUBLIC POWER DISTRICT.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to move for final approval of Ordinance No. 2022-1. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried.

Contractor's Application for Payment No. 6 (Final) was submitted by JEO Consulting Group, Inc., in the amount of \$36,303.98 to Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017."

Councilmember Karsky made a motion, which was seconded by Councilmember Buck, approving Contractor's Application for Payment No. 6 (Final) in the amount of \$36,303.98 to Myers Construction, Inc., for the "Pine Heights Road & Utility Improvements Project – CDBG No. 19-PW-017." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried.

The following Resolution would approve the Interlocal Cooperation Agreement between the City and the School District which is necessary to have in place for the additional sales tax asking. Any agreements for usage of the CAC facility (or additional project construction) would be formalized through an addendum. The Counsel that staff has been working with has suggested to get the interlocal agreement in place and ballot language comprised first. If the ballot measure passes, then the entities can work on and approve the addendum. This interlocal agreement will go before the School Board for their consideration at its January Board meeting. This agreement binds the entities into a meeting once a year.

Administrator Blecke stated if Council passes this agreement, he asked that in paragraph 1 that the recreation project be described as "Wayne Community Activity Center Project and Improvements."

Councilmember Karsky introduced Resolution 2022-1, and moved for its approval, with the description of the recreation project being "Wayne Community Activity Center Project and Improvements;" Councilmember Eischeid seconded.

#### RESOLUTION NO. 2022-1

A RESOLUTION APPROVING INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY SCHOOL DISTRICT 90-0017.

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

The following Resolution would start the process for making application for the Civic Community Center Financing Fund Planning Grant funds. The City applied for a grant through this same fund for a planning grant to see what we would want to see at the activity center. The City would have applied for this grant last year, however they were not allowing applications because COVID, for the most part,

depleted the fund. This year, the funding has been cut from \$562,500 down to \$375,000 because there are not enough funds. It was noted that if you are awarded a planning grant, there is a good chance you are going to receive the implementation grant.

Councilmember Eischeid introduced Resolution 2022-2, and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2022-2

#### A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR CIVIC AND COMMUNITY CENTER FINANCING FUND GRANT.

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

Tim Keelan and Keith Carl, representing the firm of Hanna:Keelan Associates, PC, gave a presentation on the “Community Housing Study with Strategies for Affordable Housing – 2027.”

With one-half of the funding coming from NIFA, the City has updated its housing study. This study will help receive grants for housing projects, will help developers see the needs of the community and will allow the City to consider tax increment financing for vertical housing construction (not just site development/acquisition).

This matter will go before the Planning Commission in February and Council will then approve it at their second meeting in February.

It was noted that Hanna:Keelan is going to schedule another meeting in 30-45 days with staff, etc.

Matthew Smith and Carter Hubbard, representing the firm of Olsson, gave a presentation on the “Lake Feasibility Study.”

Soils appear to be compatible with holding water for a lake; however, no ground water was found at the boring depths. Olsson found storm water could be used to fill a 2.4 acre lake with minimal recharge from a secondary source needed. In order for development to begin in the old lagoon area, the Council will need to determine in the near future if there will be a lake, and if so, its location, size, water source, and type of lake (i.e. fish/no fish, etc.).

Discussion took place on the two proposals that were received to purchase and develop the land (approx. 7.94 acres) owned by the City located south of 4<sup>th</sup> Street and Jaxon Street (former community garden/upper soccer field property).

One proposal was from Heritage Homes (Wayne) and the other from R Perry Construction (Sioux City). A couple of Councilmembers, the Mayor and staff have interviewed the potential developers for the project. TIF and other potential funding sources are being requested by the developers. Once a developer is chosen, an agreement will be prepared and brought before you for consideration. If the Council moves forward with choosing a developer for this property, the developer should be contacted as soon as possible so they can start the funding application process.

The R Perry proposal is a large apartment complex with a pool. They want the property for \$1.00 and tax increment financing. Their rental rates are market rate or higher. Heritage Homes is much different and smaller units – twenty-one 6-plexes and 6 residential lots. Their rental rates are much lower; however, they are banking on the City going after some funding sources through the State and Feds. They would also be asking for subsidization through LB 840. They also want the property for \$1.00. The Heritage proposal is 4 phases – two years for each phase. R Perry's proposal is 2 phases over 3 years. The Heritage proposal wants streets paved, so the City would have to come up with additional funding for that. They are both proposing about a \$21,000,000 investment when all is said and done. The R Perry proposal has 1, 2 and 3 bedroom units; the Heritage proposal has 2 and 3 bedroom units.

While a few of the Councilmembers opined they liked the looks of the Heritage proposal, they had concerns over the amount of subsidies Heritage would need to do the project as compared to the R Perry proposal.

Karen Granberg had concerns regarding the rental rates and the burden that could be placed on the college students.

Joel Hansen, Street and Planning Director, advised the Council that the local (Heritage) design is not going to work. It does not meet the zoning requirements (parking) and would require the relocation of the trail. There are major hurdles that their design would have to overcome if approved.

After further discussion, Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, directing City Staff to contact R Perry Construction with continued conversations on a potential proposal for land development on 4<sup>th</sup> Street and Jaxon Street (former community garden/upper soccer field property). Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried.

Discussion took place in regard to the request of Karen Granberg to rename the "Old Swimming Pool Park" to "Freedom Park."

Administrator Blecke gave the background on how the "Old Swimming Pool Park" was now referred to as "College Hill Park." No formal action was taken by the Council on that name.

Karen Granberg and Sherri Dorman, representing the Voices of Vision Coalition were present to answer questions and present their reasons for wanting to rename the park "Freedom Park."

After further discussion, Councilmember Dorey made a motion, which was seconded by Councilmember Karsky, to rename the "Old Swimming Pool Park" to "Freedom Park." Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to enter into executive session to prevent the needless injury to the reputation of an individual who has not requested a public hearing to discuss a personnel matter (the performance review/evaluation of City Attorney Amy Miller), and to allow City Administrator Blecke and City Clerk McGuire to be in attendance. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried, and executive session began at 8:09 p.m.

Mayor Giese again stated the matter to be discussed in executive session relates to the performance review/evaluation of City Attorney Amy Miller.

Councilmember Buck made a motion, which was seconded by Councilmember Muir, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen who were absent, the Mayor declared the motion carried, and open session resumed at 8:36 p.m.

The following Resolution would approve the appointment of Amy K. Miller as City Attorney and also approve the Retainer Agreement for her services. There were no changes to said agreement.

Councilmember Karsky introduced Resolution 2022-4, and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2022-4

#### A RESOLUTION APPROVING THE APPOINTMENT OF AMY K. MILLER AS CITY ATTORNEY AND RETAINER AGREEMENT.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Woehler and Brodersen 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 8:37 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	BITS/HOOKS/HEAT TAPE/PAINT	88.93
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES	1,443.87
AMERITAS LIFE INSURANCE	AMERITAS ROTH	219.77
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	114.36
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,206.30
APPEARA	LINEN & MAT SERVICE	53.30
APX, INC	COTTONWOOD TRANSFER/SUBSCRIPTION FEES	1,061.29
BATTERY SOLUTIONS, LLC	BATTERY BUCKETS	204.00
BENSCOTER, LOUIS	TIF PRINCIPAL & INTEREST	3,213.46
BIG RED PRINTING	WARNING/VIOLATION TICKETS	711.90
BINSWANGER GLASS	AUTOMATIC DOOR GEAR BOX REPAIR	1,645.79
BLAZEK & GREGG ESTATE PLANNING LAW GROUP	COMMUNITY ROOM RENTAL REFUND	80.00
BORDER STATES INDUSTRIES, INC	FUSE LINK	520.30
BROWN SUPPLY CO	RUBBER BLADES	1,100.00
CDW GOVERNMENT LLC	OFFICE 365 LICENSES	1,223.70
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	115.35
CITY EMPLOYEE	VISION REIMBURSEMENT	54.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	298.29
CITY EMPLOYEE	SAFETY BOOTS	175.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	390.42
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	221.81
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	36.60
CITY EMPLOYEE	VISION REIMBURSEMENT	580.42
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	346.90
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	815.17
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,090.01
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	732.13
CITY EMPLOYEE	SAFETY BOOT REIMBURSEMENT	124.11
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	384.84
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4,485.52
CITY OF WAYNE	PAYROLL	92,637.67
CITY OF WAYNE	UTILITY REFUNDS	671.66
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	569.01
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	18,825.03
CREDIT BUREAU SERVICES, INC	WEB SUBMISSIONS	450.00
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	67.79
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	48.00
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	2,784.22
DOUGLAS CO COURT	BOND	167.00
DUNKLAU ACRES	BUILDING PERMIT DEPOSIT REFUND	500.00
ED M. FELD EQUIPMENT CO INC	FIRE APPARATUS/EQUIPMENT	450,000.00

Vendor	Payable Description	Payment Total
ELLIS HOME SERVICES	HOOK UP AUDITORIUM SINKS	366.00
ENGBRETSSEN, KATLYN	ENERGY INCENTIVE	500.00
EXHAUST PROS TOTAL CAR CARE	TOWING CHARGE	69.55
F & M BANK	FIRE HALL DEPOSIT REFUND	250.00
FAITH REGIONAL PHYSICIAN SERV.	CDL TESTING	100.00
FIRST CONCORD GROUP LLC	FLEX FEES	5,151.82
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	361.53
GERHOLD CONCRETE CO INC.	CONCRETE	3,273.75
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	359.40
GLOVER PAINTING LLC	CAC/SB COMPLEX BATHROOM REPAINT	6,036.65
GRAINLAND ESTATES LLC	TIF INTEREST	4,998.27
GROSSENBURG IMPLEMENT INC	FILTER/V BELT	103.19
HACH COMPANY	CHLORINE TESTING KITS	364.48
HANNA:KEELAN ASSOCIATES P.C.	HOUSING STUDY	8,000.00
HAWKINS, INC	PUMP TUBE	187.49
HEIKES AUTOMOTIVE LLC	BRAKE MASTER CYLINDER REPAIR	245.07
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	202.88
HOMETOWN LEASING	COPIER LEASES	436.02
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	35.42
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	128.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	387.46
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	115.88
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,556.62
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	55.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	387.10
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	163.92
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	149.64
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,559.05
INGRAM LIBRARY SERVICES	BOOKS	793.39
INTERNATIONAL PUBLIC MANAGEMENT	POLICE TESTING	630.00
INTERSTATE INDUSTRIAL SERVICE	CALIBRATE BACKFLOW GAUGE	278.23
IRS	MEDICARE WITHHOLDING	3,688.08
IRS	MEDICARE WITHHOLDING	7.26
IRS	FICA WITHHOLDING	15,769.58
IRS	FICA WITHHOLDING	31.00
IRS	FEDERAL WITHHOLDING	25.00
IRS	FEDERAL WITHHOLDING	11,888.38
JACK'S UNIFORMS	HANDCUFFS	94.95
JILL BRODERSEN,	PROFESSIONAL SERVICES POOL HOUSE RENOVATIONS	1,400.00
KELLY SUPPLY COMPANY	AIR REGULATORS	277.80
KTCH AM/FM RADIO	GREEN TEAM ADS	1,160.00
LUTT OIL	GASOLINE	5,789.93
MAGNUSON, LARRY	ENERGY INCENTIVE	500.00
MATHESON-LINWELD	OXYGEN	35.06
MCLAURY ENGINEERING, INC	4TH STREET ENGINEERING	57,671.25
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	144.82

Vendor	Payable Description	Payment Total
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	3,306.72
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	1,278.80
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	404.00
MUNICIPAL SUPPLY INC	WATER METERS	3,620.70
MYERS CONSTRUCTION COMPANY	PINE HEIGHTS	36,303.98
NE DEPT OF ENVIRONMENTAL QUALITY	CERTIFICATION TESTING	150.00
NE DEPT OF REVENUE	2021 LODGING TAX	442.73
NE DEPT OF REVENUE	STATE WITHHOLDING	25.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,198.79
NE DEPT OF REVENUE-CHARITABLE GAMING	KENO LOTTERY TAX	1,110.34
NE ECONOMIC DEVELOPERS ASSN	MEMBERSHIP-BLECKE/PORTER	300.00
NE EMERGENCY SERVICE	2022 MEMBERSHIP	60.00
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	26,495.82
NELSON, MATT	ENERGY INCENTIVE	500.00
NORFOLK DAILY NEWS	LIBRARY SUBSCRIPTION RENEWAL	215.00
NORTHEAST POWER	ELECTRICITY	6,793.00
NSG LOGISTICS, LLC	ICE CONTROL SALT	1,974.60
OLSSON ASSOCIATES	CHICAGO STREET	7,400.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	83.83
O'REILLY AUTOMOTIVE STORES, INC.	BLOWER MOTOR/FILTERS/FUSE HOLDERS/OIL	290.69
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	879.56
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	19.13
PIERCE COUNTY COURT	BOND	150.00
PLUMBING & HEATING WHOLESALE INC.	URINALS	251.35
PORTER, ERIN	CLOTHING REIMBURSEMENT	244.76
PORTER, ERIN	CLOTHING REIMBURSEMENT	-244.76
POSTMASTER	PO BOX FEE	160.00
PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	135.00
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,410.96
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
QUALITY 1 GRAPHIC	DECALS	200.00
QUALITY FOOD CENTER	BLEACH/COFFEE	23.29
SALT CREEK SOFTWARE, INC.	SUPPORT PLAN	2,140.00
SHARPE, WILLIAM	ENERGY INCENTIVE	500.00
SHERWIN WILLIAMS CO	PAINT	292.52
STAPLES, INC	OFFICE SUPPLIES	110.63
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	68.24
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	113.02
STEFFEN TRUCK EQUIPMENT INC	BATTERY/CABLE	412.34
SUN RIDGE SYSTEMS	RIMS SUPPORT	3,136.00
TOTAL GRAPHICS	REC BASKETBALL SHIRTS	270.71
TYLER TECHNOLOGIES	INSITE/ONLINE BILLING/HARDWARE FEES	5,463.59
US BANK	TOOLS/CODE BOOKS/TV/FLOOR MATS/TONER/BATTERY	7,627.76
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,546.82
VERIZON WIRELESS SERVICES LLC	CELL PHONES	535.67
WAYNE AREA ECONOMIC DEVELOPMENT	WAED BANQUET	280.00

Vendor	Payable Description	Payment Total
WAYNE COUNTY CLERK	FILING FEES	20.00
WEBBER, STEPHEN	ENERGY INCENTIVE	500.00
WESCO DISTRIBUTION INC	LED BULBS	556.18
WEST POINT AUTO & TRUCK CENTER INC.	WATER PUMP REPAIR	960.30
WESTERN AREA POWER ADMIN	ELECTRICITY	22,581.44
WISNER WEST	FD GASOLINE	128.17
Y & Y LAWN SERVICE LLC	FERTILIZER	560.50
ZACH HEATING & COOLING	FILTERS	62.50
	<b>Grand Total:</b>	<b>882,308.92</b>

**CITY OF WAYNE  
REDEVELOPMENT PLAN FOR THE SANCTUARY APARTMENTS  
REDEVELOPMENT PROJECT**

**I. INTRODUCTION.**

The City of Wayne, Nebraska, recognizes that blight is a threat to the continued stability and vitality of the City as a focal point of business, financial, social, cultural and civic activity of the region, and a focus of community pride and achievement. Therefore, the City has initiated a program of revitalization with the goal of eliminating blighting influences in the City of Wayne. This redevelopment plan provides for the reutilization and repurposing of the vacant First Baptist Church building at 400 Main Street in Wayne.

The former First Baptist Church has remained vacant, unused and been subject to deterioration for a number of years. Sanctuary Apartments, LLC, (the “Redeveloper”) has acquired the property and seeks to convert the church structure to six upscale market rate apartments. However, even with significant assistance from low interest sources, the project will generate less than a 1% ROI. Tax increment financing is critical to making this project a reality.

The Redeveloper seeks a public private partnership to redevelop real estate in the City that the City Council has declared substandard and blighted pursuant to the Nebraska Community Development Law (the “Act”).

The Act provides that tax increment financing may be utilized for voluntary or compulsory renovation of existing structures. TIF eligible expenses are all those costs associated with the renovation, as well as site purchase and architectural and engineering costs.

The Redevelopment Area subject to this Plan covers an area consisting of 15,000 square feet. The site consists of a parsonage and the former First Baptist Church building. The church building covers approximately 3,720 square feet. The legal description of the Redevelopment Area is shown on Exhibit “A.” The Redeveloper intends to subdivide the property, sell off the parsonage, retain a portion of the lots immediately north of the parsonage for parking, and repurpose the church for apartments. The Redevelopment Area was declared blighted and substandard by the Wayne City Council pursuant to the Act. The Redevelopment Area has been determined, through the blight and substandard resolution, to be in need of revitalization and strengthening to ensure that it will contribute to the economic and social wellbeing of the City.

To encourage private investment in the Redevelopment Area, this Plan has been prepared to set forth the **CITY OF WAYNE REDEVELOPMENT PLAN FOR THE SANCTUARY APARTMENTS REDEVELOPMENT PROJECT** (“Redevelopment Project”), which is considered to be of the highest priority in accomplishing the goal of revitalizing and strengthening the Redevelopment Area.

## II. EXISTING SITUATION.

This section of the Redevelopment Plan examines the existing conditions within the designated 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 Redevelopment Area contains approximately 15,000 square feet and contains the former First Baptist Church. This use is shown on Exhibit "B."

B. Existing Zoning. The Community Redevelopment Area is zoned B-2, Central Business District. Apartments are not allowed in this district.

C. Existing Public Improvements. The Redevelopment Area is a corner lot adjacent to paved streets, potable water and sanitary sewer mains and appropriate storm water drainage.

D. Existing Building Conditions. The Redevelopment Area was declared blighted and substandard as part of a larger area pursuant to the Act. The existing church building is subject to deterioration and is vacant.

## III. FUTURE SITUATION.

This section of the Redevelopment Plan examines the future conditions within the Community Redevelopment Area. 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

A. Proposed Land Use Plan. The land use plan for the Redevelopment Area as it relates to Redevelopment Area will change. The property will be subdivided. Exhibit "B" shows the proposed subdivision. The residential structure will be subdivided reducing the area by 3,500 square feet. The balance of the property will support the conversion of the church to an apartment building with six separate apartments. However, the exterior of the church structure will remain the same as shown in Exhibit "B."

Exhibit "B" shows a separate lot for the single-family residence to be subdivided. The portion to be subdivided off is described as the west 50 feet of Lots 7 and 8

and the south 20 feet of the west 50 feet of Lot 9, all in Block 8, Crawford & Brown's Addition to the City of Wayne, Wayne County, Nebraska.

The Redevelopment Authority intends to negotiate a specific redevelopment agreement with the Redeveloper, outlining the proposed Redevelopment Project. The written redevelopment agreement will include a Redevelopment Project description, specific funding arrangements, and specific covenants and responsibilities of the Community Redevelopment Authority and the Redeveloper to implement the Redevelopment Project.

B. Conformance with the Comprehensive Plan; Conformance with the Community Development Law Declarations. In accordance with the Act, the Plan described in this document has been designed to conform to the 2017 Comprehensive Development Plan for the City of Wayne ("Comp Plan"). By approval of this Plan, the City Council finds that this Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Community Development Law. This finding is documented by a determination that the Acct provides for rehabilitation of structures in a blighted area; that the redevelopment area is currently vacant and has a value of less than \$180,000 and will entice more than a \$1,000,000 investment and provide needed market rate apartments.

C. Relationship to Local Objectives. The proposed Redevelopment Area lies within the boundary described on attached Exhibit "A." The City intends to amend the Comp Plan for the Redevelopment Area by designating the area as B-3 to allow for a special use as multifamily. This Plan has been developed on the basis of the goals, policies and actions adopted by the City for the community as a whole. General goals, policies and actions relating to the community as a whole and for the Redevelopment Area will be set forth in the Comp Plan and zoning regulations as so amended.

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

1. Population Density. There is one dwelling unit currently located within the Redevelopment Area. The population will increase consistent with occupancy for the planned six apartments.

Redevelopment of the Redevelopment Area will be accomplished by repurposing the church into six modern apartments.

2. Land Coverage and Building Density. This Plan will not change the land coverage or building intensity.

3. General Environment. Provide for the redevelopment and rehabilitation of the former church building with onsite parking and angled street parking.

4. Building Heights and Massing. Building heights and massing will not be altered.

5. Circulation, Access and Parking. Provide for vehicular access for the Redevelopment Area in a manner consistent with the needs of the development and the community.

Provide for an adequate supply of appropriately located parking in accordance with applicable zoning district regulations

E. Proposed Changes and Actions. The Redevelopment Area is anticipated to transition the church to an upscale apartment building. The Redevelopment Area will require subdivision which will be accomplished as the redevelopment proceeds. This section describes the proposed changes needed, if any, to the zoning ordinances or maps, street layouts, street levels or grades, building codes and ordinances, and actions to be taken to implement this Plan.

1. Zoning, Building Codes and Ordinances. The entire Redevelopment Area will require rezoning to B-3 to allow the construction of apartments. The Comp Plan will require minor modification by the zone change. No additional changes to the City's Zoning Ordinances, Building Codes, or other local ordinances are contemplated to implement this Redevelopment Plan.

2. Traffic Flow, Street Layout and Street Grades. No changes will be required for traffic control or street layout.

3. Public Redevelopments, Improvements, Facilities, Utilities and Rehabilitations. No additional public facilities will be required to support the redevelopment project.

4. Site Preparation and Demolition. Site preparation will be required to install the parking behind the current single-family residence on the site.

5. Private Redevelopment, Improvements, Facilities and Rehabilitation. The private improvements anticipated within the Redevelopment Area include the building rehabilitation for apartments and the paved parking.

6. Open Spaces, Pedestrian ways, Landscaping, Lighting, Parking. The proposed site plan and private sector improvements will comply with the City's minimum open space, pedestrian way, landscaping, lighting, and parking standards as defined in the Zoning and Subdivision Ordinances, Building Codes, or other local ordinances. In addition, the City may elect to require additional standards in these areas as described in a written redevelopment agreement in order to help remove blight and substandard conditions

F. Cost-Benefit Analysis. A Redevelopment Project TIF Statutory Cost Benefit Analysis ("Cost-Benefit Analysis") is required to be prepared by the Redevelopment Authority prior to submission of this Plan to the City Council. The Cost-Benefit Analysis must comply 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. The Cost-Benefit Analysis is set forth on Exhibit "C."

G. Proposed Costs and Financing; Statements. The Authority will negotiate with the Redeveloper of the Redevelopment Area on a specific written redevelopment agreement. The written redevelopment agreement would include a site plan, project description, and specific Tax Increment Financing arrangements.

The sources and uses of funds for the project are shown below:

Description	TIF	Equity	Loan	Total
Site purchase			\$175,000	\$175,000
Rehabilitation	\$175,000	\$400,000	\$650,000	<u>1,225,000</u>
TOTAL				\$1,400,000

The Redeveloper seeks the issuance of a tax increment revenue bond in the amount of \$175,000, the proceeds of which will be granted to the Redeveloper to pay for costs of voluntary rehabilitation of the former church building.

The public will fund as much of the above Eligible Improvements as needed to the extent necessary to meet the public purpose and community goals, policies and standards. The City will not fund improvements that exceed the amount of funds available from tax-increment financing indebtedness. The amount of the available proceeds for tax-increment financing from is estimated at approximately \$175,000. This assumes an increased valuation as a result of the project of approximately \$1,000,000.

Any ad valorem tax levied upon the real property in a Redevelopment Project for the benefit of any public body shall be divided, for a period not to exceed fifteen (15) years after the effective date established in the redevelopment agreement. 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 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 Project 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, such authority for financing or refinancing, in whole or in part, a Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and 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 a Redevelopment Project shall be paid into the funds of the respective public bodies.

The Redevelopment Project is within the corporate boundaries of the City.

Because the Plan proposes to use tax-increment financing funds as authorized in § 18-2147 of the Act, the Authority and City Council, in approving this Plan find as follows:

a. the Redevelopment Project in the Plan would not be economically feasible without the use of tax-increment financing; [documentation of this finding is provided by an income and rate of return analysis provided to the Redevelopment Authority showing a rate of return of less than 1%]

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 of Wayne desires to significantly modify this Plan, it may do so after holding a public hearing on the proposed change in accordance with applicable state and local laws. A redevelopment plan which has not been approved by the governing body when recommended by the authority may again be recommended to it with any modifications deemed advisable. A redevelopment plan may be modified at any time by the authority, provided, that if modified after the lease or sale of real property in the Redevelopment Area, the modification must be consented to by the redeveloper or redevelopers of such property or his successor, or their successors, in interest affected by the proposed modification. Where the proposed modification will substantially change the redevelopment plan as previously approved by the governing body the modification must similarly be approved by the governing body.

I. Relocation Expenditures. In the event that The Community Redevelopment Authority is required to relocate current tenants of the existing structures, the Authority will adopt rules and regulations pursuant to the Act. This Plan will not be implemented unless the Authority is reimbursed, by the redeveloper, in advance, for all estimated and actual costs incurred by the Authority, including professional fees required as a result of such relocation undertaking.

Exhibit "A"

Lots Seven (7), Eight (8), Nine (9), and Ten (10), in Block Eight (8), Crawford & Brown's Addition to the City of Wayne, Wayne County, Nebraska.

Exhibit "B"  
Current and Future Land Use Map and Site Plan

# FUTURE LAND USE MAP

CORPORATE LIMITS  
Wayne, Nebraska  
2027

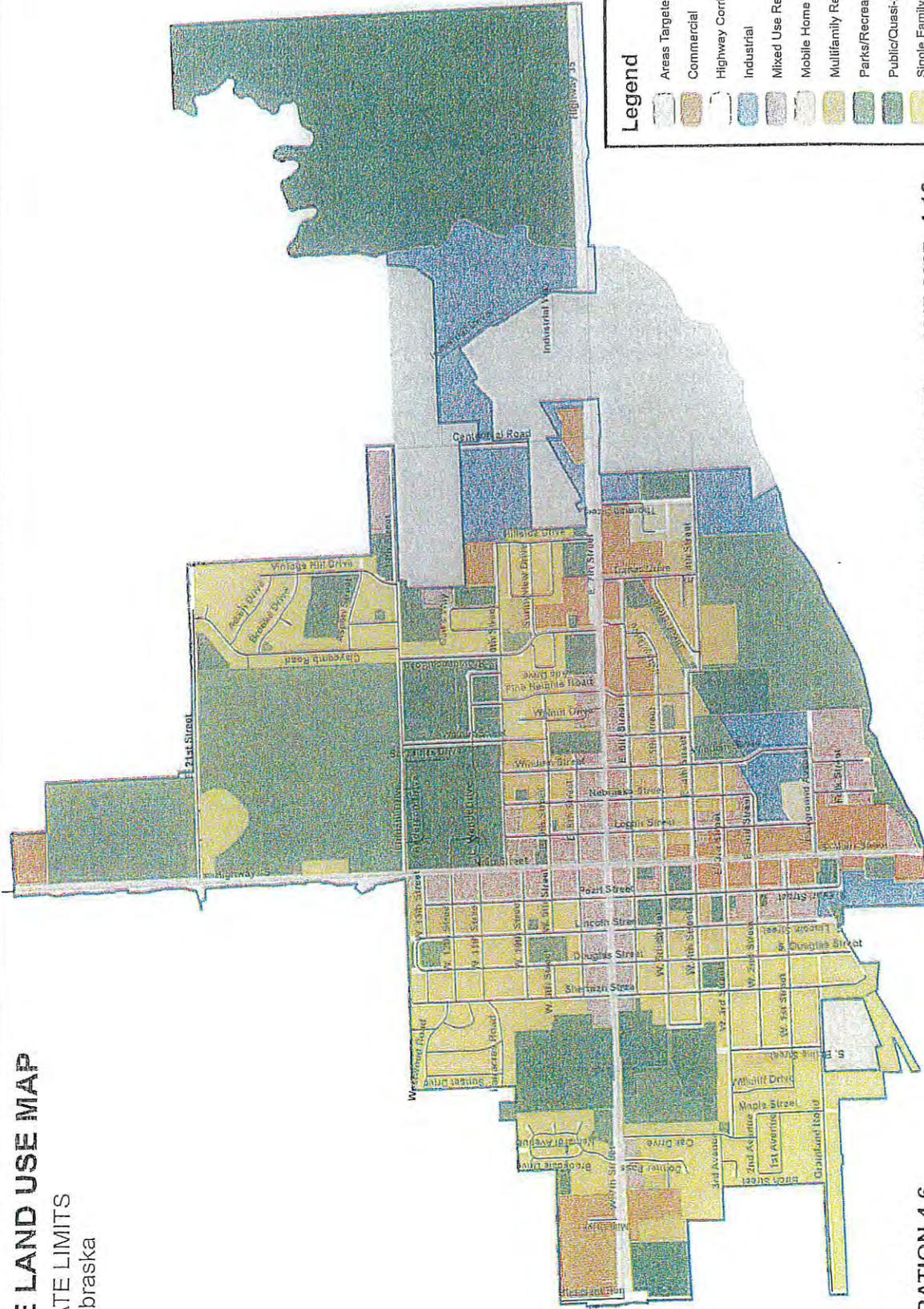


ILLUSTRATION 4.6

Wayne, Nebraska Comprehensive Plan - 2017-2027 4.18

# Hoke Ley

430 DOWA STREET  
WAYNE, NE 68797  
PH: 402.336.1477  
E: hoke@hokeley.com

PROJECT:  
SANCTUARY APARTMENTS  
122 MAIN ST  
WAYNE, NE 68797

CLIENT:  
SANCTUARY APARTMENTS LLC  
122 MAIN ST  
WAYNE, NE 68797

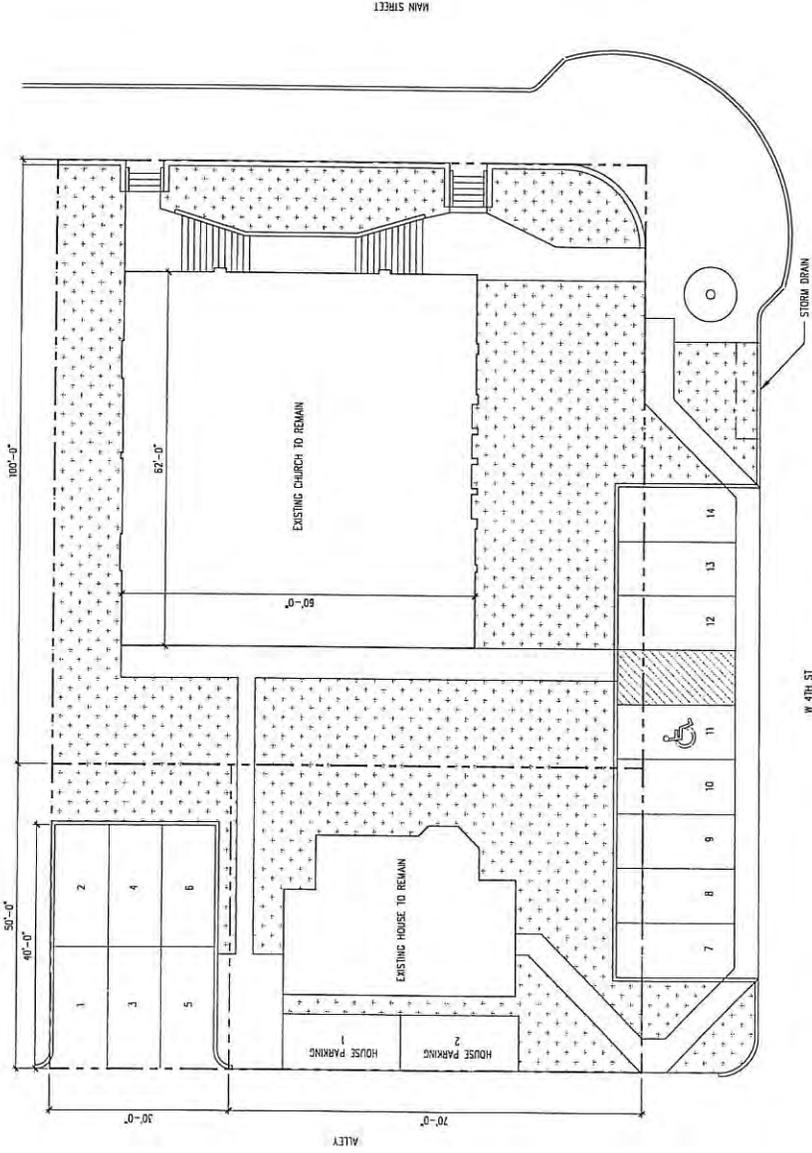
ISSUE

DATE:  
16 NOVEMBER 2021

SHEET TITLE:  
SITE PLAN

SHEET:

# A1.0



1 PROPOSED SITE PLAN  
1" = 1'-0"

Exhibit "C"  
Statutory Cost Benefit Analysis

STATUTORY COST BENEFIT ANALYSIS

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

**Project Sources and Uses.** Approximately \$270,000 [\$175,000 in principal and \$95,000 in interest] in potential property tax receipts from tax increment financing provided by the Community Redevelopment Authority of the City of Wayne (the "Authority") is required to complete the proposed redevelopment. Such a TIF grant by the Authority will leverage an estimated \$1,225,000 in other investment and financing; an investment of \$4.53 for every dollar of tax increment financing.

**Tax Shifts.** The property to be redeveloped is anticipated to have a January 1, 2022, valuation of less than 100,000. Based on the 2020 levy of .01890997%, this would result in a real property tax of approximately \$1,891. It is anticipated that the assessed value will increase by \$1,000,000 when the Project is completed. This will result in an overall tax of approximately \$20,799 annually, based on the 2020 levy. The tax increment gained from this Redevelopment Project area would not be available for use by the taxing entities as general tax revenues, but would be used to pay the TIF bonds issued to pay for eligible improvements to enable this project to be realized.

Estimated 2020 assessed value:	\$ 100,000
Estimated value after completion	\$ 1,100,000
Increment value	\$ 1,000,000
TIF bond issue	\$ 175,000

**Public Infrastructure and Community Public Service Impacts.** The Project requires no public infrastructure installation or public service costs. 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 infrastructure installation and apartment construction. These jobs will be temporary.

**Employment in the City Outside the Project Area.** No impact is contemplated.

**Other Impacts.** No other significant impacts are foreseen.

**Impacts on student populations.** No student population increase is expected as a result of the redevelopment project.

**RESOLUTION NO. 2022-5**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, APPROVING THE CITY OF WAYNE REDEVELOPMENT PLAN FOR THE SANCTUARY APARTMENTS, LLC, 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 Sanctuary Apartments, LLC, (the “Redeveloper”) for a grant from tax increment financing to rehabilitate the former First Baptist Church; and

c. Pursuant to and in furtherance of the Act, the City of Wayne Redevelopment Plan for the Sanctuary Apartments, LLC, 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;

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;

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 provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

**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. The former church on the Site is and has been vacant for a number of years and is deteriorating. The former church on the Site is not designed for proper utilization. The substantial cost to rehabilitate the former church and the limited return on investment make the Site an undesirable structure. Given the foregoing, the conditions of the Site are beyond the remedy and control of normal regulatory processes and police power and due to the high cost of development and cannot be dealt with effectively by the ordinary operations of private enterprise.

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 written analysis of a rate of return analysis indicating that that tax increment financing is needed to make the Redevelopment Project occur. 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 18<sup>th</sup> day of January, 2022.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

## **EXHIBIT A**

### **LEGAL DESCRIPTION OF REDEVELOPMENT AREA**

Lots Seven (7), Eight (8), Nine (9), and Ten (10), in Block Eight (8), Crawford & Brown's Addition to the City of Wayne, Wayne County, Nebraska.

**RESOLUTION NO. 2022-6**

**A RESOLUTION APPROVING AMENDED INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY SCHOOL DISTRICT 90-0017.**

WHEREAS, the City of Wayne previously approved on January 4, 2022, an Interlocal Cooperation Agreement with Wayne Community School District 90-0017 to cooperate in the construction of certain recreational facilities in and for the benefit of the City and its residents and for the benefit of Wayne Community School District 90-0017; and

WHEREAS, paragraph 2 of said Interlocal Cooperation Agreement is being amended to read as follows:

2. The City and the District agree to hold annual meetings prior to the start of the fall semester of the District each year. The official participants in such meetings will consist of no more than ~~three~~ ~~two~~ representatives appointed by the elected body of each entity to discuss the operations of the Project; and

WHEREAS, a copy of the proposed Interlocal Cooperation Agreement, as amended, is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Cooperation Agreement, as amended, by and between the City of Wayne and Wayne Community School District 90-0017 is hereby approved and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 18<sup>th</sup> day of January, 2022.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF WAYNE**

**AND**

**WAYNE COMMUNITY SCHOOL DISTRICT 90-0017  
(WAYNE COMMUNITY SCHOOLS)**

This agreement is made and entered into upon execution hereof by and between the City of Wayne, Nebraska (the "City"), and Wayne Community School District 90-0017 (Wayne Community Schools) (the "District"), both political subdivisions of the State of Nebraska.

WHEREAS, the State of Nebraska legislature, under Statute Number 13-801 et. Seq, the Interlocal Cooperation Act, allows interlocal agreements between governmental entities; and,

WHEREAS, the City and the District wish to cooperate in the construction of certain recreational facilities in and for the benefit of the City and its residents and for the benefit of the District and its students;

NOW THEREFORE, in consideration of the mutual promises and benefits to accrue to both Parties hereto, the City and District agree as follows:

1. The City agrees that it shall construct and own the "Wayne Community Activity Center Project and Improvements" (the "Project"), to the extent sales tax revenues are available for such purposes as described in Section 4 below.

2. The City and the District agree to hold annual meetings prior to the start of the fall semester of the District each year. The official participants in such meetings will consist of no more than three representatives appointed by the elected body of each entity to discuss the operations of the Project.

3. The representatives appointed by the City and the District to attend the annual meeting shall constitute the "The Wayne Community Recreation Facilities Committee." The Committee shall (a) evaluate and approve proposed schedules for use of the Project by the District for the ensuing school year for recommendation to the City Council of the City for approval, (b) discuss the status and functionality of the Project and any other recreation facilities of the City and District which may affect use of the Project, (c) review and provide input and advice with respect to any additional recreational facilities which may impact use of the Project, and (d) for purposes of Neb. Rev. Stat. Section 77-27,142(3) shall be a separate administrative entity relating to a public infrastructure project, as defined in Neb. Rev. Stat. Section 77-27,142(2) and including without limitation the unified governance of the Project and other recreation facilities of the City. Said Committee shall be created and come into existence effective March 1, 2022. Such committee shall be responsible for evaluating and making recommendations for long term development of unified governance of said public infrastructure Project with respect to the City and District, and at least every five years after this Agreement is entered into such Committee shall review performance of the Project, including without limitation capital and operating costs, effectiveness and efficiencies, with comparable facilities of the City or District, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

4. The term of this Agreement shall be ten (10) years from its effective date and thereafter from year-to year unless terminated on an anniversary date thereof by at least three (3) years prior written notice given by either Party to the other. Notice to terminate this Agreement can be given by either Party any time after the third (3) year of the original ten (10) year term.

5. Notwithstanding anything herein to the contrary, (a) the Project shall be owned by the City, the City shall bear all operational and maintenance responsibility with respect to the Project and the City; (b) the separate administrative entity created hereunder shall have no authority to issue bonds, and any financing of the Project by the City shall in no way be attributable to the District; (c) the District and City shall agree separately with respect to liability of the District for use of the Project from time to time.

6. This agreement may be amended by a majority vote of the elected bodies of the City and the District after the completion of the first year of the agreement. It is expressly understood and agreed by and between the parties hereto that this agreement shall continue in full force and effect until it is amended, replaced, or terminated by a majority vote of the elected of the City and the District.

IN WITNESS WHEREOF, the parties did execute this Agreement as of the \_\_\_ day of January, 2022.

The City of Wayne, Nebraska

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

Attest:

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

Wayne Community School District 90-0017  
(Wayne Community Schools)

By:  \_\_\_\_\_  
President, Board of Education

Attest:

  
Secretary, Board of Education

**RESOLUTION NO. 2022-7**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“COLLEGE HILL PARK TRAIL HEAD PROJECT.”**

WHEREAS, two bids were received on January 12, 2022, on the “College Hill Park Trail Head Project;” and

WHEREAS, the bids have been reviewed by the Architect on the project; and

WHEREAS, said Architect is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the “College Hill Park Trail Head Project,” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
OCC Builders, LLC 521 Centennial Road Wayne NE 68787	\$318,340.00

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

PASSED AND APPROVED this 18<sup>th</sup> day of January, 2022.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**COLLEGE HILL PARK TRAIL HEAD PROJECT**

**Bid Opening: January 12, 2022 - 2:00 p.m.**

<b>BIDDER NAME</b>	<b>AMOUNT</b>
<b>OCC Builders, LLC</b>	<b>\$318,340.00</b>
Robert Woehler & Sons Construction, Inc.	\$447,804.81

# PROPOSAL

December 21, 2021

## PROJECT

College Hill Park Trail Head  
1220 Lincoln Street  
Wayne, Nebraska 68787

## BID TO

Wayne City Council  
City of Wayne, Nebraska

The undersigned, having carefully examined the plans, contract documents, and the site of the proposed work, and being thoroughly familiar with the conditions of the proposed project, hereby agrees, if this bid is accepted, to furnish all labor, materials, tools, use of contractor's equipment, and all else necessary to construct the project in accordance with the contract documents within the time set forth herein and at the prices set forth below. The work consists of the construction rehabilitation of the old swimming pool house to be known as the College Hill Park Trail Head property and related work thereto as described in the plans.

## BASE BID

Rehabilitation of the existing pool house, including building, covered canopies, and miscellaneous work, complete as specified on plans dated December 21, 2021.

Total Base Bid \$ 318,340.00

THREE HUNDRED EIGHTEEN THOUSAND  
THREE HUNDRED FORTY DOLLARS AND <sup>00</sup>/<sub>100</sub> —

## ACKNOWLEDGEMENTS

The bidder acknowledges receipt of the plans, and instructions to bidders dated December 21, 2021.

The bidder acknowledges receipt of the following addenda:

Date 1/10/2022 Number 1

Years of experience on comparable projects: 90 YRS

Anticipated start date: MARCH 2022 Anticipated completion date: OCTOBER 2022

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good sufficient surety.

The undersigned herewith submits a bid bond in the amount of \$ 5% BID BOND, being five percent (5%) of the total bid, which shall become the property of the City of Wayne, Nebraska, if the undersigned fails to enter into a contract within ten (10) days with the City of Wayne, Nebraska.

The City Council of Wayne, Nebraska reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids. The City Council of Wayne, Nebraska reserves the right to base award of the project on factors other than price as stated in the County Purchasing Act.

Dated this 12 day of JANUARY, 2021.

Signature: Keith J. Moje

Printed Name: KEITH J. MOJE

Title: OWNER

Name of Company: OCC BUILDERS, LLC

Address: 521 CENTENNIAL ROAD

WAYNE, NE 68787

Telephone: 402-375-2180 Fax: 402-375-3123



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

OCC Builders, LLC  
P.O. Box 396  
Wayne, NE 68787

**SURETY:**

(Name, legal status and principal place of business)

Inland Insurance Company  
P.O. Box 80468  
Lincoln, NE 68501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

City of Wayne  
306 Pearl St  
Wayne, NE 68787

**BOND AMOUNT:** Five Percent of the Amount Bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

College Hill Park Trail Head

Project Number, if any:

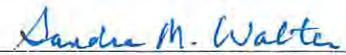
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

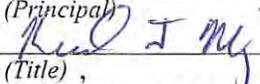
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of January, 2022

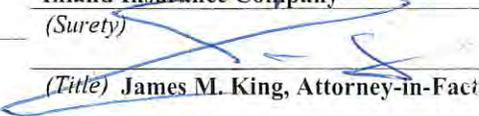
  
(Witness)

  
(Witness)

OCC Builders, LLC  
(Principal) (Seal)

  
(Title)

Inland Insurance Company  
(Surety) (Seal)

  
(Title) James M. King, Attorney-in-Fact

Init.

# INLAND INSURANCE COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **INLAND INSURANCE COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time." does hereby make, constitute and appoint

Robert T. Cirone or James M. King or Tamala J. Hurlbut or Jacob J. Buss or Thomas L. King, Lincoln, Nebraska or Seth Weedon, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:  
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **INLAND INSURANCE COMPANY**, held on July 23, 1981:  
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.  
IN WITNESS WHEREOF, **INLAND INSURANCE COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 21st day of August, 20 20.

*Carol J. Clark*

Secretary/Treasurer

By

INLAND INSURANCE COMPANY

*Curtis L. Harter*

President

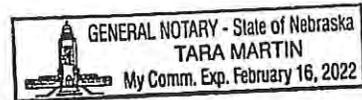


State of Nebraska }  
County of } ss. Lancaster

On this 21st day of August, 20 20, before me personally came Curtis L. Harter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **INLAND INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

*Tara Martin*

Notary Public



My Commission Expires February 16, 2022.

I, Philip C. Abel, Director of **INLAND INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **INLAND INSURANCE COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 12th day of January, 20 22.

*Philip C. Abel*

Director



# PROPOSAL

December 21, 2021

## PROJECT

College Hill Park Trail Head  
1220 Lincoln Street  
Wayne, Nebraska 68787

## BID TO

Wayne City Council  
City of Wayne, Nebraska

The undersigned, having carefully examined the plans, contract documents, and the site of the proposed work, and being thoroughly familiar with the conditions of the proposed project, hereby agrees, if this bid is accepted, to furnish all labor, materials, tools, use of contractor's equipment, and all else necessary to construct the project in accordance with the contract documents within the time set forth herein and at the prices set forth below. The work consists of the construction rehabilitation of the old swimming pool house to be known as the College Hill Park Trail Head property and related work thereto as described in the plans.

## BASE BID

Rehabilitation of the existing pool house, including building, covered canopies, and miscellaneous work, complete as specified on plans dated December 21, 2021.

Total Base Bid \$ 447,804<sup>81</sup>

## ACKNOWLEDGEMENTS

The bidder acknowledges receipt of the plans, and instructions to bidders dated December 21, 2021.

The bidder acknowledges receipt of the following addenda:

Date 1/10/22 Number 1

Years of experience on comparable projects: 44

Anticipated start date: January 24, 2022 Anticipated completion date: May 1st 2023

The undersigned, should this proposal be accepted, agrees to enter into contract within ten (10) days from the date of the award in prescribed form and with good sufficient surety.

The undersigned herewith submits a bid bond in the amount of \$ 22,390<sup>25</sup>, being five percent (5%) of the total bid, which shall become the property of the City of Wayne, Nebraska, if the undersigned fails to enter into a contract within ten (10) days with the City of Wayne, Nebraska.

The City Council of Wayne, Nebraska reserves the right to waive informalities and to reject any or all bids, or portions of any or all bids. The City Council of Wayne, Nebraska reserves the right to base award of the project on factors other than price as stated in the County Purchasing Act.

Dated this 24<sup>th</sup> day of January, 2021.

Signature: BJW

Printed Name: Bradley J Woehler

Title: Secretary

Name of Company: Robert Woehler + Sons Construction, Inc.

Address: 123 Fairgrounds Ave  
Wayne, NE 68787

Telephone: 402.375.3744 Fax: 402.833.5363

cell 402.369.0049



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

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

**SURETY:**

(Name, legal status and principal place of business)

**Merchants Bonding Company (Mutual)**  
P.O. Box 14498  
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

**City of Wayne**  
306 Pearl St  
Wayne, NE 68787

**BOND AMOUNT: Five Percent of the Amount Bid (5%)**

**PROJECT:**

(Name, location or address, and Project number, if any)

**College Hill Park Trail Head**

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **12th** day of **January, 2022**

(Witness)

(Witness)

**Robert Woehler & Sons Construction, Inc.**  
(Principal) (Seal)

(Title),

**Merchants Bonding Company (Mutual)**  
(Surety) (Seal)

(Title) **James M. King, Attorney-in-Fact**

Init.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Jacob J Buss; James M King; Robert T Cirone; Seth Weedon; Tamala J Hurlbut; Thomas L King

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of August, 2020.



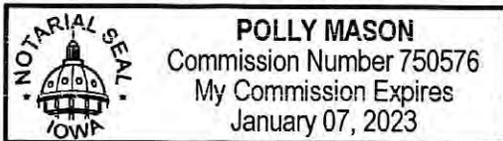
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 20th day of August 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of January, 2022.



*William Warner Jr.*  
Secretary

**RESOLUTION NO. 2022-8**

**A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE “2022 AQUARIUS TANK DIFFUSER REPLACEMENT PROJECT” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.**

BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the plans, specifications and contract documents, as prepared by the City’s Engineer and filed in the office of the City Clerk for the said project, are hereby approved, and the City Clerk is directed to advertise for bids in the form of the notice prepared by the City’s Engineer.

PASSED AND APPROVED this 18<sup>th</sup> day of January, 2022.

THE CITY OF WAYNE, NEBRASKA

BY \_\_\_\_\_  
Mayor

ATTEST:

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



West Point – 2.75 acres



Neligh – 6.8 acres



Norfolk (Ta-Ha-Zouka Park) – 4.7 acres

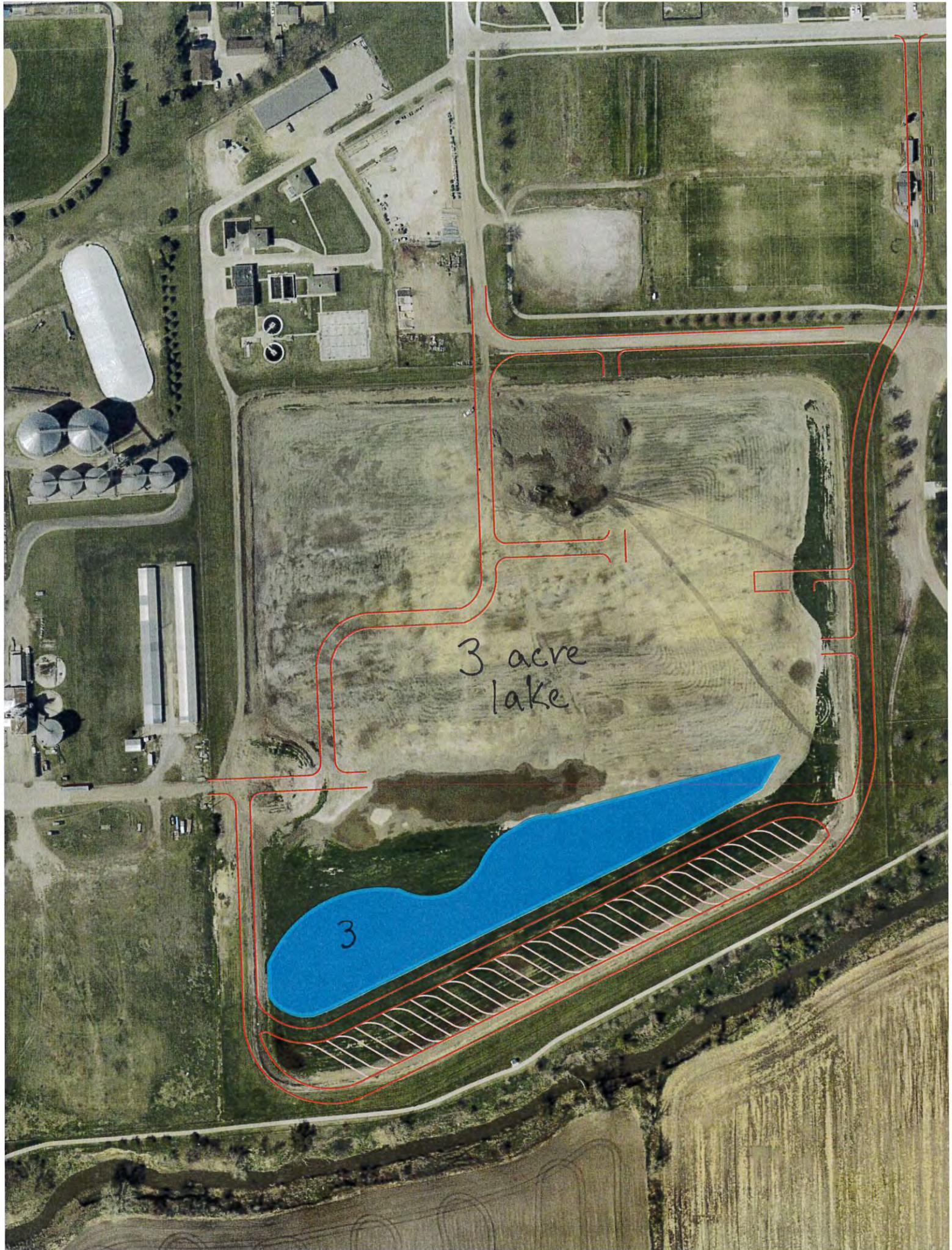
Lexington proposed – approximately 1 acre

Ikes – 4.5 acres (main area)



3 acre lake

3



3 acre lake

3



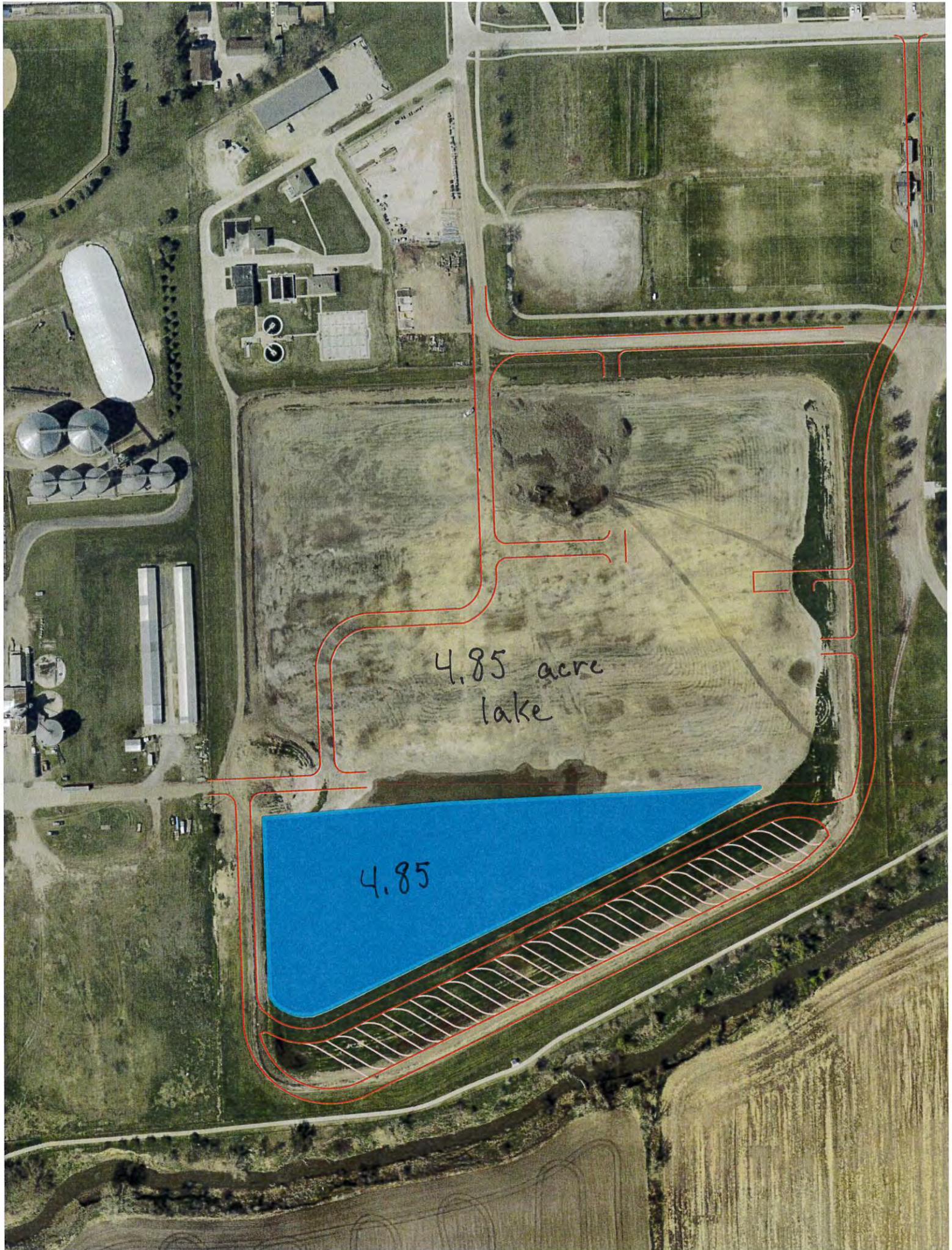
4 acre  
lake

4



5 acre lake

5



4.85 acre  
lake

4.85



