

AGENDA
CITY COUNCIL MEETING
May 6, 2014

1. [Approval of Minutes – April 15, 2014](#)

2. [Approval of Claims](#)

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

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

3. [Action on Application of Andrew Scholl for Membership to the Wayne Volunteer Fire Department — Phil Monahan, Fire Chief](#)

Background: Andrew has been a cadet with the Wayne Fire Department.

4. [Action to Consider the Hiring of Tom Cliff as Pool Manager \(He will supervise two sons, one who will be a Head Lifeguard and one who will be a full-time Lifeguard\)](#)

Background: The Wayne City Code and State Statutes for Cities of the First Class require Council approval for one member of a family to supervise another member of a family in the same department. Alex reports that all qualified lifeguard applicants were hired, and six of the seven full-time positions have been filled.

Recommendation: The recommendation of Alex Koch, Recreation Services Director, is to hire Tom Cliff as the Pool Manager and allow him to supervise his qualified family members who applied.

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

Recommendation: The recommendation of Penny Vollbracht, Senior Center Coordinator, and the Senior Center Board is to approve this bid. It was the only bid received.

6. [Ordinance 2014-11: Amending Wayne Municipal Code Chapter 26 Civil Service, Section 26-81 Created and Section 26-89 Quorum \(Third and Final Reading\)](#)

7. [Resolution 2014-35: Approving Land Lease Agreement with Verizon Wireless](#)

Background: Verizon has a need to add antenna capacity in the area for wireless cell coverage. We have agreed on a 75' x 75' site in the grass area just east of the First National Bank Card Center parking lot and just north of where any future eastward extension of 10th Street would be built. A copy of the lease is attached, but two subsequent changes will need to be added to the motion at the Council meeting:

- 1.) The terms of the lease in paragraphs #3 and #4 will be changed to be “one term of 15 years with no extensions.”
- 2.) Paragraph #12 is eliminated.

8. Resolution 2014-36: Approving Interlocal Agreement to Share Law Enforcement Resources between the City of Wayne and the Nebraska State Colleges, d/b/a Wayne State College

Background: This agreement is essentially the same as the expiring agreement with WSC and was negotiated by Marlen Chinn and Lowell Johnson representing the City of Wayne, and Jeff Carstens representing WSC. This agreement will also need to be approved by the Nebraska State College Board at their May meeting.

9. Public Hearing: To Consider the Planning Commission’s Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-432 Permitted Conditional Uses in the B-3 Neighborhood Commercial District. The applicant, City of Wayne, wishes to add this to the code to allow multi-family dwellings in the B-3 district under certain conditions.

Background: This item arose from discussion at Council retreat regarding multifamily dwellings. This would allow multifamily dwellings as a conditional use in the B-3 District which is located primarily along East 7th Street and along the south and west perimeter of Wayne State College. The conditions would be set to allow the Zoning Administrator to approve the use within the City Code the same as currently exists in the B-2 and R-3 Districts where multifamily dwellings are allowed as a conditional use. If this agenda item were approved, then the following two agenda items would need to be allowed to fail as they also deal with multifamily dwellings in the B-3 District.

Recommendation: The Planning Commission recommended to the Council to not amend Section 90-432 Permitted Conditional Uses to allow multifamily dwellings in the B-3 District as a conditional use.

10. Pubic Hearing: To Consider the Planning Commission’s Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-424 Exceptions in the B-3 Neighborhood Commercial District. The applicant, City of Wayne, wishes to amend the code to allow multi-family dwellings in the B-3 district under certain conditions.

Background: This item arose from discussion at Council retreat regarding multifamily dwellings. This would allow multifamily dwellings as a use by exception in the B-3 District which is primarily located along East 7th Street and along the south and west perimeter of Wayne State College. The applicant would have to come before the Planning Commission and the Council to obtain the permit, and those bodies could place specific requirements on each project beyond those set in the City Code. If the Council wishes to approve this agenda item they need to allow the previous agenda item to fail.

Recommendation: The Planning Commission recommended to the Council to not amend Section 90-424 Exceptions to allow multifamily dwellings in the B-3 District as a use by exception.

11. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-425 Special Conditions and Conditions for Granting Exceptions in the B-3 Neighborhood Commercial District. The applicant, City of Wayne, wishes to amend the code to set conditions under which multi-family dwellings are allowed.

Background: This would set conditions in the City Code under which a multifamily dwelling would qualify to apply to receive a use by exception if the previous agenda item were approved. Those conditions would apply to all projects and could not be waived for individual projects. If the previous agenda item fails, then this one should as well.

Recommendation: The Planning Commission recommended to the Council to not amend Section 90-425 Special Conditions & Condition for Granting Exceptions in the B-3 District.

12. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-264 Permitted Conditional Uses in the R-3 Residential District. The applicant, City of Wayne, wishes to amend the code to remove multi-family dwellings as a use in the R-3 District.

Background: This item arose from discussion at Council retreat regarding multifamily dwellings. This would remove multifamily dwellings as a conditional use in the R-3 District. If that occurred, multifamily dwellings would only be allowed in B-2 and R-4 Districts. The intent of the R-3 District, as listed in City Code, is to provide living areas within the city where development is limited to high-density concentrations of multiple-family dwellings and single-family dwellings.

Recommendation: The Planning Commission recommended to the Council to not amend Section 90-264 Permitted Conditional Uses in the R-3 District to remove multifamily dwellings.

13. Public Hearing: To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-710 Parking Regulations. The applicant, City of Wayne, wishes to amend the code to require one-half of minimum off-street parking requirements for residential uses be met on the lot.

Background: This item arose due to a discussion of multifamily dwellings at a Planning Commission meeting and the number of cars parked on the city terrace. In previous discussion, staff had recommended to require the number of parking spaces required for multifamily dwellings to be changed from 1.5 per dwelling unit to 1.5 per sleeping room. The Planning Commission and Council changed it to 1 per sleeping room. The City Code, at one time, stated the required parking stalls had to be provided on the lot. Over time that was violated as people began to install terrace parking as owner occupied housing was converted into rental housing. Last year the City amended the code to allow terrace parking to be used to meet the minimum parking requirements with the exception that corner lots could only use one of the frontages for parking. If this item is approved, then we would move back towards previous language by requiring half of the required stalls to be on private property for any residential use.

Many of the newer apartments that were built still would have met this requirement as they park half on the terrace and half in the rear off of the alley. However, the apartments built on corner lots have put most of their parking on the terrace except where the corner lot extended all the way to the alley.

Recommendation: The Planning Commission recommended to the Council to not amend Section 90-710 Parking Regulations.

14. **Public Hearing:** To Consider the Planning Commission's Recommendation in Regard to Amending the Wayne Municipal Code, Chapter 90 Zoning, specifically Section 90-753 Nonconforming Structures. The applicant, City of Wayne, wishes to amend this particular section to more clearly define it.

Background: This issue arose from staff trying to interpret the City Code when property owners wished to replace an old structure with a new one. Paragraph (b) states that a nonconforming structure may be rebuilt. Paragraph (c) states that if a nonconforming structure is damaged or destroyed, by any means, to the extent of more than 60% of its current property tax assessed value, then it cannot be restored unless it shall thereafter conform to the regulations. In the past, the City has allowed property owners to rebuild nonconforming structures based upon the first paragraph, provided they met the timeframe listed in the second paragraph. At the time of the Planning Commission meeting, we felt these two paragraphs were contradictory to one another. After farther discussion with legal counsel, we now believe they are not, but the first paragraph should reference the second one for clarity if the 60% rule is to remain in effect. The 60% rule also applies to nonconforming uses. The rule was most likely adopted as a means to transition existing properties to new requirements over time. Zoning works on the basis of a Comprehensive Plan. The Plan is a vision the community develops for how they want to see development and growth occur over time. The Code is the rules by which that growth and development takes place without taking away a use or a building with value until such a time that the use is abandoned for a period of time or the building has lost its value to a certain degree. If these uses and structures were grandfathered forever, then growth and development on these properties would never meet the vision of the community and those properties would be granted certain privileges and rights not available to other properties within the same zoning district. The map functions to determine where various rules apply to allow for differences in agricultural, residential, commercial, and industrial uses.

Recommendation: The Planning Commission recommended to the Council to amend Section 90-753 to remove the requirement that once a nonconforming structure is damaged to the extent of 60 percent or more of its current property tax assessed value, it shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located. After much discussion with legal counsel and further review of the intent of zoning, it is the recommendation of City Administrator Lowell Johnson and Zoning Administrator Joel Hansen that the Council not amend paragraph (c) to remove the 60% rule, but rather amend paragraph (b) to add reference to the 60% rule to avoid any confusion about the intent of the rule.

15. [Ordinance 2014-12: Amending Wayne Municipal Code Section 90-753 Nonconforming Structures](#)
16. [Action to Consider the Request of Dave Headley to Vacate the Half Block Alley between Lots 9 and 10, Block 24 of the Original Town of Wayne \(Tabled from last meeting\)](#)

Background: After review by the building official, Joel Hansen, with legal counsel, here is the background on the structure at 110 Douglas Street that was damaged by fire this spring.

The house, as it existed in the mid 1980's, appears to have been a legal conforming structure (it conforms because it met all of the setback and height restrictions for the zoning district) and a legal conforming use (dwellings were allowed in that zoning district). When the current owner bought the house and converted it into a workshop, the City had Zoning Regulations adopted on 10/30/1979 by Ordinance No. 958. It appears the area was still R-2 back then. Sections 602.02-602.05 list the uses which would have been legal back at the time and workshop was not allowed as a primary use of the lot. Section 602.06 stated that all other uses shall be prohibited. Therefore, a non-legal nonconforming use was created when the owner converted the dwelling into a workshop.

The City adopted new zoning regulations in 1993 which are in effect today. At the time of adoption, the structure was still a conforming structure (the building met the setback and height regulations), but was an unlawful nonconforming use (workshop was prohibited by the previous and existing zoning codes). Section 90-753 Nonconforming structures did not apply as the structure did conform. Section 90-754 Nonconforming uses, however, gave authority to continue a nonconforming use provided it was lawfully existing. As stated above, the use was not lawfully existing as it was prohibited at the time of conversion. Therefore, the owner has no protection from the code nor authority to maintain the use of a workshop, and thus the City cannot issue him a building permit to repair a workshop on the lot.

The only legal way to issue a building permit to build a workshop on this lot is for it to change the use to an accessory structure. This can only happen if it exists on the same "premise" with the owner's residence. "Premise" is defined as "a tract of land consisting of one platted lot or irregular tract or more than one platted lot or irregular tract provided such lots or tracts are under common ownership and contiguous." Thus, if the City were to vacate the alley (while maintaining utility easements for the existing utilities), the burned structure would then sit on the same "premises" as the residence of the owner on the north side of the alley. However, while it would now be a conforming use, it would be a nonconforming structure as an accessory structure since the area of the gazebo and the burned building added together exceed 1,064 square feet or 7% of the lot area as regulated by paragraph (e) of Section 90-703 Accessory uses. It appears from measurement tools on the GIS map that the owner may be able to remove the southwest porch and the gazebo and make the building conform.

Vacation of a dedicated public street or alley requires Council action by ordinance with three readings and grants title to half of the alley width to the abutting property on each side at no cost. Should the alley be vacated, we would need to now refer to Section 90-753 Nonconforming structures. This Section states the structure may continue as it exists since it is permitted (an accessory use). Paragraph (b) of this section states any nonconforming structure may be repaired or rebuilt as long as it does not create additional nonconformity (get bigger). Paragraph (c) of this section states that if any nonconforming structure is damaged or destroyed beyond 60% of its assessed value, then it shall not be restored unless it is made to conform. The County Assessor has valued the building at \$9,535. The owner has stated that he got an insurance check for \$12,000. Therefore, unless the Council modifies the code by ordinance which requires three readings on the previous item on this agenda to remove the 60% rule, the owner will need to repair the structure such that it complies with the current cap on the size of

accessory structures. If the Council modifies the code, then the owner can repair the structure to its existing size. These Council actions determine the requirements for a building permit.

Should the alley not be vacated, then the owner could sell the lot to someone else or repair the structure by changing the use back to something that is permitted, such as a dwelling. Should the owner sell the lot to someone else, then they, too, could repair the building to a permitted use such as a dwelling unit, provided it met the building codes. At the last council meeting, the owner proposed selling the property south of the alley to an abutting property owner. With that option, the damaged structure would have the same building permit requirements as if the alley were vacated as described in the paragraph above.

The owner also has the option to build a workshop on his residential lot north of the alley. He could build an unattached building approximately 23' X 23' in size or add it onto his current garage/carport, provided all accessory structures do not violate the 1,064 square feet cap for accessory buildings on the lot. Otherwise, he could connect the workshop to his house and it becomes part of the primary permitted structure, provided it meets all required setbacks. With either option, the total area of all buildings on the residential lot north of the alley cannot exceed 50% of the lot area which is a restriction on all lots in an R District.

We have sent notices of the request to vacate the alley to the other property owners on the block.

17. [Appointment of Fraternal Order of Police Labor Agreement Negotiating Committee](#)
18. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

April 15, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, April 15, 2014, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Nick Muir, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Kaki Ley.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on April 3, 2014, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Eischeid, whereas, the Clerk has prepared copies of the Minutes of the meeting of April 1, 2014, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERITAS, RE, 1901.80; APPEARA, SE, 160.54; ARDENT LIGHTING GROUP, SE, 6694.00; ARNIE'S FORD-MERCURY, SE, 2927.40; BANK FIRST, FE, 120.00; BROWN SUPPLY, SU, 112.22; BSN SPORTS, SU, 999.97; CHAPMAN METERING, SE, 1926.50; CHARTWELLS, SE, 5704.10; CHILD SUPPORT, RE, 100.00; CITY OF WAYNE, PY, 58281.78; CITY OF WAYNE, RE, 712.70; COMMUNITY HEALTH, RE, 4.00; COPY WRITE, SE, 440.44; DE LAGE LANDEN FINANCIAL, SE, 684.14; DEMCO, SU, 192.80; DUTTON-LAINSON, SU, 555.93; ECHO GROUP, SU, 723.33; ED. M FELD EQUIPMENT, SU, 151.00;

EMPLOYERS MUTUAL CASUALTY, RE, 167.36; FASTENAL, SU, 39.83; FLOOR MAINTENANCE, SU, 169.33; FREDRICKSON OIL, SU, 50.05; GAYLORD BROS, SU, 112.86; GEMPLER'S, SU, 24.00; GUILDCRAFT ARTS & CRAFTS, SU, 32.34; HARDING & SHULTZ, SE, 848.00; HAWKINS, SU, 127.20; HD SUPPLY, SU, 1240.61; HEIKES AUTOMOTIVE, SE, 69.23; HEWLETT-PACKARD, SU, 451.87; HYDRAULIC EQUIPMENT, SE, 237.19; HYPERION, SE, 79.88; ICMA, RE, 6766.49; IIMC, FE, 145.00; INGRAM BOOK COMPANY, SU, 81.66; INNOVATIVE PROTECTIVES, SU, 1600.00; IPMA, SE, 201.00; IRS, TX, 21871.72; CITY EMPLOYEE, RE, 2223.32; CITY EMPLOYEE, RE, 162.36; KEPSCO, SU, 3.52; KRIZ-DAVIS, SU, 833.37; KTCH, SE, 705.00; LEAGUE OF NEBRASKA, FE, 170.00; LUKAS RIX, RE, 384.00; LUTT OIL, SU, 5681.93; MIDWEST LABORATORIES, SE, 258.35; MSC INDUSTRIAL, SU, 711.28; NE DEPT OF ENVIRONMENTAL, FE, 150.00; NE DEPT OF REVENUE, TX, 3172.24; NE HARVESTORE, SU, 97.35; NE SAFETY COUNCIL, SE, 159.21; NNPPD, SE, 13185.52; NORTHEAST NEBRASKA NEWS, SU, 29.50; ONE CALL CONCEPTS, SE, 39.40; PAC N SAVE, SU, 131.04; PARTS ENGINEERING, SU, 213.96; QUALITY FOODS, SU, 90; RANDOM HOUSE, SU, 116.25; ROB HENNRICH, SU, 232.13; SHOPKO, SU, 57.25; SPARKLING KLEAN, SE, 1708.80; STADIUM SPORTING GOODS, SE, 14.00; STATE NEBRASKA BANK, SE, 107.06; STATE NEBRASKA BANK, RE, 602.53; T & R SERVICE, SE, 1377.99; T & S TRUCKING, SE, 446.08; TAK, INC, SE, 60.00; THE MAX AGAIN, SE, 1214.75; TOM'S BODY & PAINT SHOP, SU, 28.75; TONI HYTREK, SE, 700.00; VOSS LIGHTING, SU, 611.64; WAYNE AUTO PARTS, SU, 470.84; WAYNE COUNTY CLERK, SE, 182.00; WAYNE HERALD, SE, 2456.77; WAYNE VETERINARY CLINIC, SE, 112.00; WESCO, SU, 830.70; WAPA, SE, 33262.41; WIGMAN CO, SU, 24.82; WISNER WEST, SU, 103.17; ZACH HEATING & COOLING, SU, 59.70; BROWN SUPPLY, SU, 30.00; CHARLES MAIER, RE, 500.00; CITY OF WAYNE, RE, 204.69; COOPORTUNITY HEALTH, SE, 28066.87; DEARBORN NATIONAL LIFE, SE, 1839.02; DUTTON-LAINSON, SU, 1295.05; ECHO GROUP, SU, 79.03; ELECTRIC FIXTURE, SU, 99.23; FIRST SOURCE TITLE&ESCROW, SE, 200.00; GEMPLER'S, SU, 48.00; GEOCOMM, SE, 3184.00; GROSSENBURG IMPLEMENT, SU, 34.47; KLEIN ELECTRIC, SE, 2202.50; KRIZ-DAVIS, SU, 147.50; L.G. EVERIST, SU 1446.97; MERCY MEDICAL CLINIC, SE, 60.00; MID-CONTINENT SALES, SU, 214.96; IZABEL CHAVEZ, SE, 45.00; MURPHY TRACTOR & EQUIPMENT, SU, 46.03; CITY EMPLOYEE, RE, 298.86; NE DEPT OF ROADS, RE, 675.00; NPPD, SE, 288021.26; NMPP ENERGY, FE, 2111.50; OLSSON ASSOCIATES, SE, 849.72; PIEPER & MILLER, SE, 3168.00; CITY EMPLOYEE, RE, 90.42; SEWER MATIC, SU, 8400.00; STADIUM SPORTING GOODS, SE, 14.00; WESCO, SU, 1453.73

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

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

Mayor Chamberlain proclaimed the week of April 13-19, 2014, as "National Library Week," and April 25, 2014, as "Arbor Day."

Dave Headley was present requesting Council consideration to his request to vacate the half block alley between Lots 9 and 10, Block 24 of the Original Town of Wayne.

Administrator Johnson advised the Council that zoning is about property and uses and not about people. Compliance issues come before us and staff does not have a lot of latitude because we have a given set of rules. To rebuild this building is not going to be as simple as it looks.

Joel Hansen, Zoning Administrator, explained the reasoning behind Mr. Headley requesting the alley be vacated. There are a couple of hurdles to jump. The first is whether or not they will be able to rebuild based upon whether or not the alley is vacated. If the Council would vacate the alley, then there is the issue of whether or not the Council is going to keep the cap that limits how much they can build back, or is the Council going to let them rebuild the structure the same size as it currently is.

The Planning Commission is reviewing sections of the code regarding some of these issues, and those recommendations will be heard at the May 6th Council meeting.

Mayor Chamberlain stated he would have a hard time seeing anything but a house going back in there. A house will generate more property taxes than any accessory structure will. He wanted to talk to the neighbors and get their opinions on this matter.

Councilmember Eischeid wanted to see the recommendations of the Planning Commission before making a decision on vacating the alley at this time. By that time, staff will have had enough time to contact the Assessor's office to find out how much of the property has been damaged, etc.

Dave and Terry Headley were present to answer questions.

Mr. Hansen stated the Planning Commission's recommendation on the 60% cap was to get rid of that section and just allow someone to rebuild as long as they have obtained a building permit within six months.

Councilmember Sievers made a motion, which was seconded by Councilmember Eischeid to table action on the request of Dave Headley to vacate the half block alley between Lots 9 and 10, Block 24 of the Original Town of Wayne until the next Council meeting (May 6th). Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Wes Blecke, Director of Wayne Area Economic Development, was present and advised the Council that the LB840 Sales Tax Advisory Committee met to review and make recommendations on two LB840 requests.

On the first application, the Committee reviewed the request by GCSR, LLC, d/b/a Dollar Plus (Gurkan Ozenci) for a \$125,000 loan to start a dollar type store in the old Dollar General store. The applicant had requested \$100,000 of that to be a 0%

interest loan for five years, and \$25,000 to be a performance based loan (3 FTE's for 5 years). The recommendation of the Sales Tax Advisory Committee was to have all of the \$125,000 be an interest free loan for five years.

Discussion took place regarding 0% interest loans versus 3% interest loans and how it is determined who gets which. Mr. Blecke was directed to report this discussion back to the Committee.

Gurkan Ozenci was present to answer questions.

Councilmember Sievers was not in favor of the 0% interest.

Councilmember Giese thought this was a different circumstance. One of the goals at the Council Retreat was to get something back into that building and something that would generate similar foot traffic to the business that was previously located there. He thought it was a perfect fit. In regard to 0% loans, if the Council wants to get away from them, he would rather they get away from them in the 15 year range. He did not have a problem with 0% interest for five years and getting the money back faster so that the same can be loaned out again. Councilmember Eischeid agreed, as well as Councilmember Brodersen.

Councilmember Brodersen made a motion, which was seconded by Councilmember Giese approving the recommendation of the LB840 Sales Tax Advisory Committee to approve a \$125,000, 0% interest loan for 5 years for GCSR, LLC, d/b/a Dollar Plus (Gurkan Ozenci) to start a dollar type store in the older Dollar General store. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Sievers who voted Nay and Councilmember Ley who was absent, the Mayor declared the motion carried.

On the second application, the Committee reviewed a request by Ken Jorgensen (4th Jug Sports Bar and The Jug Store) for a \$250,000 loan to build a sports bar and bottle shop, with \$125,000 being performance based and forgiven over 15 years, provided 20 FTE's are employed by Mr. Jorgensen, and a \$125,000 loan for 15 years at 3% interest. The Committee also recommended that this loan not be transferable.

This application was previously approved by the Council as a \$250,000 loan and Mr. Jorgensen has come back through the process to request that it be broken into a \$125,000 performance based loan and a \$125,000 interest free loan.

Loren Kucera, by way of an e-mail, stated that it is critical that the \$125,000 of the LB840 funds be forgivable at 0% interest because that amount, under those terms, would be considered by the SBA as equity. This will increase Mr. Jorgensen's equity from 9% to 15%, which he feels is the minimum required.

Councilmember Eischeid stated that the Council, again, has the pressure that if this isn't approved, the bank loan isn't going to go through.

It was noted that staff verifies the number of FTE's annually.

Councilmember Giese stated something that would make giving the money away easier would be seeing the sales tax and keno projected revenues.

Mr. Jorgensen was present to answer questions. He stated Mr. Hassett of Advanced Gaming Technologies told him that keno revenues to the City would be \$75,000 to \$100,000 per year. The golf simulator, which is a conservative figure, would generate around \$150,000, which he found out is subject to sales tax.

When asked if the Council would keep the loan as originally approved (\$250,000, 0% interest loan), would the facility be built, Mr. Jorgensen responded that he would not

say it would not be built, but he would have to do a lot of head scratching to find a way to get the SBA loan.

It was noted that Mr. Jorgensen is also requesting \$225,000 in tax increment financing funds.

Joe Baldwin, owner of Rain Tree Liquors, was present and spoke in opposition to the recommendation. He was not against anybody trying to get a loan as long as the loan is paid back.

Councilmember Eischeid thought this would bring more business into the city, but as to how much, he had no idea. This will take business away from the other businesses in town, including Mr. Jorgensen's.

Mr. Blecke, from an economic development perspective, stated the same thing could be said about the Dollar Store. When there is competition, you are going to take something away from somebody – that is a risk reward you are going to take.

Councilmember Sievers stated while she was in favor before of the \$125,000 performance based loan, she thought if Mr. Jorgensen does not meet the 20 FTE requirement he should be required to pay the loan back in full.

Councilmember Muir thought it was a good project and wanted to see it go forward.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the recommendation of the LB840 Sales Tax Advisory Committee on a reapplication by Ken Jorgensen for a \$250,000 loan to build “The 4th Jug Sports Bar and The Jug Store”, with \$125,000 being a performance based loan and forgiven over 15 years provided 20 FTE's are employed by Mr. Jorgensen and a \$125,000 loan for 15

years at 3% interest, with the clause added that states should he fail to employ 20 FTE's he pay back the \$125,000 performance based loan at 3% interest which shall accrue from the date the loan started. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing on the Application for the Community Development Block Grant Comprehensive Investment and Stabilization Phase II, Year One Funds.

The grant application consists of the following: \$30,000 for clearance/demolition of six structures, \$80,000 for the construction of a tornado shelter/public restrooms, \$75,000 for single-family owner-occupied rehabilitation of three houses, \$6,000 for housing management \$4,500 for risk assessment/testing, and \$19,500 for general administration of the grant. Local matching funds of \$130,400 will be provided by the City to make street and water improvements. The total project cost is \$345,400.

Administrator Johnson stated that this is the first of potentially three funding opportunities made available to the southeast quadrant of Wayne. The City's match will be water main replacement, street paving and repairs on Valley Drive and 4th Street, park improvements at East Park and the summer sports complex, etc.

City Clerk McGuire had not received any comments, either verbal or in writing, for or against this public hearing.

There being no further comments, Mayor Chamberlain closed the public hearing.

Councilmember Eischeid introduced Resolution 2014-33 and moved for its approval; Councilmember Giese seconded.

RESOLUTION NO. 2014-33

A RESOLUTION AUTHORIZING CHIEF ELECTED OFFICIAL TO SIGN AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Administrator Johnson stated one bid was received on the installation of the sprinkler system at the Softball Complex. The lone bid came from Claussen & Sons Irrigation, Inc., for \$7,200. His recommendation is to award the bid to Claussen & Sons Irrigation, Inc., for said amount.

Councilmember Eischeid noted for the record that he will not be supplying the materials at cost. The distributor he goes through has agreed to supply the materials to the City at cost. He will not be involved in the purchase of any sprinkler materials whatsoever.

Councilmember Giese introduced Resolution 2014-34 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2014-34

A RESOLUTION ACCEPTING BID AND AWARING CONTRACT ON THE INSTALLATION OF A SPRINKLER SYSTEM AT THE SUMMER SPORTS COMPLEX.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2014-8, and moved for approval of the third and final reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2014-8

AN ORDINANCE ESTABLISHING ANNUAL SALARY FOR MAYOR AND CITY COUNCILMEMBERS, REPEALING CONFLICTING ORDINANCES, AND ESTABLISHING AN EFFECTIVE DATE.

Doug Sturm spoke against the passage of this ordinance.

Councilmember Brodersen thought Mr. Sturm made some good points.

Councilmember Eischeid, in doing the math, came up with \$22.00 per hour (based upon 200 hours per year for attending meetings, retreat, conferences, etc., as provided by Mr. Sturm) and did not think that was out of line.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Brodersen who voted Nay and Councilmember Ley who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2014-11, and moved for approval of the second reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2014-11

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 26 CIVIL SERVICE, ARTICLE III CIVIL SERVICE COMMISSION, SECTION 26-81 CREATED AND SECTION 26-89 QUORUM; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Ley who was absent, the Mayor declared the motion carried and the meeting adjourned at 7:04 p.m.

CLAIMS LISTING MAY 6, 2014

ALMQUIST, MALTZAHN,	AUDITED FINANCIAL STATEMENTS	19,400.00
AMAZON.COM, LLC	CD'S/SUPPLIES	430.42
AMERICAN BROADBAND	TELEPHONE CHARGES/FIBER LINE LEASE	2,494.08
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	4,049.93
APPEARA	LINEN & MAT SERVICE	316.71
ARDENT LIGHTING GROUP LLC	CLEAN UP SB COMPLEX FIELDS	11,600.00
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BAKER & TAYLOR BOOKS	BOOKS	783.96
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	240.00
BARONE SECURITY SYSTEMS	BATTERY	78.00
BEHLEN MFG CO	BENCHES	1,452.00
BIG T ENTERPRISES, INC	BATTERIES	128.80
BLACKBURN MANUFACTURING	MARKING FLAGS	268.56
BLACK HILLS ENERGY	GAS BILLS	689.64
BOMGAARS	FD-CORD/FASTENERS/WIRE	13.26
CITY EMPLOYEE	CLOTHING REIMBURSEMENT/PEGBOARD	79.14
BROWN SUPPLY CO	FIELD MARKING PAINT	768.00
BSN SPORTS, INC	SOCCER GOAL	1,754.99
CHEMQUEST, INC.	QUARTERLY MONITORING FEE	595.00
CHILD SUPPORT	PAYROLL DEDUCTION	200.00
CITY OF NORFOLK	BUILDING INSPECTIONS	222.42
CITY OF PONCA	MFO	12,719.91
CITY OF WAYNE	PAYROLL	120,559.56
CITY OF WEST POINT	MFO	18,463.56
CITY OF WISNER	MFO	1,922.44
COMMUNITY HEALTH	HEALTH CHARITIES	8.00
CONSOLIDATED MANAGEMENT	TRAINING MEAL	9.50
COPY WRITE PUBLISHING	LIBRARY-COPIES	37.00
CUMMINS CENTRAL POWER,	BATTERY & COOLANT LEAK REPAIR	868.17
DANKO EMERGENCY EQUIPMENT	CHARGER RACK	33.25
DE LAGE LANDEN FINANCIAL	SR CENTER COPIER LEASE/PROPERTY TAX	115.84
DEARBORN NATIONAL LIFE	VFD INSURANCE	92.88
DUTTON-LAINSON COMPANY	CONDUIT/JUNCTION BOX/METERS	1,880.27
ECHO GROUP INC JESCO	SB COMPLEX REPAIRS	349.25
ECHTENKAMP, DOUGLAS	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	576.99
ELECTRIC FIXTURE & SUPPLY	CODING TAPE	.98
ELKHORN FENCE LLC	DOG PARK FENCE REPAIR	4,365.00
EXHAUST PROS	TRANSMISSION SENSOR REPAIR	151.03
FIREMAN'S ASSOCIATION	AED	25.00
FIRST CONCORD GROUP LLC	FLEX	3,271.64
FLOOR MAINTENANCE	JANITORIAL CLEANERS/SUPPLIES	216.09
FREDRICKSON OIL CO	TIRE REPAIR	14.00
FRY & ASSOCIATES, INC	SWINGS/BASEBALL HOOP	8,756.50
GEORGE A BEAUDETTE	LB 840 LOAN	75,000.00
GEORGINA CASTANEDA	INTERPRETING-CIS GRANT	87.50
GERHOLD CONCRETE CO INC.	CONCRETE	1,466.79
GROSSENBURG IMPLEMENT INC	FILTERS	280.88
HEGEMEYER, LOWELL	REIMBURSE HIP WADERS-CREEK CLEANUP	256.76
HOMETOWN LEASING	POLICE COPIER LEASE	147.02
HYDRAULIC EQUIPMENT	ROTARY JOINT FITTING	487.54
ICMA RETIREMENT TRUST-457	ICMA RETIREMENT	13,901.18
IRS	FEDERAL WITHHOLDING	45,464.35
J.P. COOKE COMPANY	CAT/DOG TAGS	130.50
JEO CONSULTING GROUP	HILLSIDE DR/TRAIL	4,142.50

KEPCO ENGRAVING	NAMEPLATE	7.88
KRIZ-DAVIS COMPANY	SPLICING KIT/JUNCTIONS	566.31
LANCASTER CO COURT	BOND	149.00
MARCO INC	LIBRARY COPIER LEASE/CH-COPY OVRAGE	1,245.86
MIRIAN AGUIRRE	TRANSLATION	50.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	975.00
MULTIMEDIA SALES & MARKET	CAC RADIO ADS	370.50
CITY EMPLOYEE	VISION REIMBURSEMENT	91.00
NE DEPT OF REVENUE	STATE WITHHOLDING	6,596.08
NE LAW ENFORCEMENT	TABE TESTING/FIREARMS INSTRUCTOR	80.00
NE LIBRARY COMMISSION	OVERDRIVE	1,066.00
NE NOTARY ASSOC	NOTARY STAMP-C BELT	154.23
NE PUBLIC HEALTH	POLICE SERVICES/COLIFORM TESTING	150.00
N.E.NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	59.24
NORTHEAST NE PUBLIC POWER	ELECTRICITY	4,066.00
NOVA HEALTH EQUIPMENT CO	BIKE/FUNCTIONAL TRAINER	9,997.00
NWOD	MEMBERSHIP-J BRADY	10.00
ODEYS INC	BATTERS BOX	17,667.04
ORIENTAL TRADING CO INC	EASTER PROGRAM SUPPLIES	148.24
PAT GARVIN	LB 840 LOAN	40,000.00
PITNEY BOWES INC	POSTAGE MACHINE/FOLDER LEASE	648.00
PONCA RURAL FIRE BOARD	MFO	3,043.87
QUILL CORPORATION	OFFICE SUPPLIES	386.20
RON'S RADIO	CHARGER REPAIR	56.50
SEWER MATIC	CLEAN STORM SEWER BOXES	6,600.00
STADIUM SPORTING GOODS	T-SHIRTS	882.50
STATE NEBRASKA BANK	PUBLIC SAFETY BONDS	49,880.00
STATE NEBRASKA BANK	LIBRARY PETTY CASH	113.41
CITY EMPLOYEE	VISION REIMBURSEMENT	120.40
TYLER TECHNOLOGIES	UTILITY BILLING ONLINE	200.00
ULINE	GLOVES	150.51
UNITED WAY	PAYROLL DEDUCTION	12.40
US BANK	LODGING/TRANSRECEIVER/ADOBE ACROBAT	3,806.11
USA BLUE BOOK	HYDRANT ADAPTERS	292.94
VAKOC CONSTRUCTION CO	BLINDS IN QUILTING ROOM	814.50
VERIZON WIRELESS SERVICES	CELL PHONES	256.99
VIAERO	CELL PHONES	252.07
VILLAGE OF WINSIDE	MFO	4,068.92
WATCHGUARD VIDEO	IN CAR VIDEO	12,449.00
WAYNE AIRPORT	EMC TORNADO INSURANCE	444,023.57
WAYNE HERALD	LIBRARY AD	92.00
WESCO DISTRIBUTION INC	ELECTRIC METER/WIRE/TRANSFORMER	44,652.90
WESTERN RIDGE III	TIF BOND PURCHASE	88,000.00
WISNER WEST	FD GASOLINE	36.61

WAYNE VOLUNTEER FIRE DEPARTMENT
And Rural Fire District No. 2
510 Tomar Drive, Wayne, NE 68787

APPLICATION FOR MEMBERSHIP

This form is to be completed by the Applicant and filed with the Secretary at a regular meeting of the Wayne Volunteer Fire Department.

Name Andrew Scholl Address 509 N Pearl Street Wayne
Phone Number 4-408-833-5220 Social Security # 507-33-2847
Cell 308-3560948
Employer Cubby's Old Job Heritage Homes Occupation Cubby's call Heritage Homes
How long have you been employed by your present employer? 3 months at Cubby's
Previous Employer and Address 701 So. 4th Street Pender

Have you previously been a member of a Fire Department? yes
If so, give the name of the fire department, your rank and positions held. If applicable, identify any related credentials and record of training. Wayne Vol Depart Cadet

Do you have any physical ailments or disabilities that could affect your performance on the department?

No
-As a member of this department, you will be required to give freely of your time to attend fire calls, meetings, drills, serve and provide leadership on committees, and participate in community events and fundraising activities. Do you agree to this? yes
- There is a 30-day waiting period from the date of this application until the Department formally acts upon this request. Do you agree to this? yes
-Have you read the Bylaws of the Department, and do you understand them? yes Do you agree to abide by them? yes
- The applicant must understand that if accepted for membership he/she will be placed on probation for a six-month period. During that time, he/she must meet certain criteria as stated in the Bylaws and follow the Standard Operating Guidelines.

Applicant's Signature Andrew Scholl Date 2/11/14

Sponsor's Signature (if applicable) _____ Date _____

.....
I agree to a background check with information provided by the Wayne Police Department.

Applicant's Signature Andrew Scholl Date 2/11/14

We, the undersigned representing the Standing Membership Committee, having investigated the background of the applicant, feel that he/she would be an asset to the Department and hereby recommend him/her for membership.

[Signature] [Signature] [Signature]
Secretary's Signature _____ Date _____

Chief's Signature [Signature] Date 2-4-2014

.....
Council approved on _____ certified by City Clerk _____

.....
For record purposes only: Date of Birth _____ revised February 4, 2006

Lowell,

I am emailing to request that Mike and Jordan Cliff be able to work under their father for the upcoming pool season. Both boys are highly qualified and below are their qualifications.

Mike Cliff- 3 full time summers of lifeguarding. 2 full time years being asst. manager at splash land pool in colorado. Mike has his Lifeguard certification, WSI certification. POL certification. Over the last 3 years he has taught red crossed approved swim lessons.

Jordan Cliff- 2 summers of lifeguarding. 1 of them being full time. Jordan is lifeguard certified, WSI certified, POL certified. Jordan has taught red cross approved swim lessons for the last 2 summers.

Thanks

Alex Koch

[Back to Top](#)

To: City of Wayne and Wayne Senior Center

Date: April 7, 2014

Chartwells bid for the preparation of hot meals as part of the nutrition program for the elderly at the Wayne Senior Center for the time period July 1st 2014 through June 30th 2015 is as follows.

Congregate Meals: \$5.18 per meal

Home Delivered: \$5.44 per meal

John Sinniger



Food Service Director for Chartwells @ Wayne State College



Wayne State
College

Chartwells Bid Comparison in 2013 to 2014

April 16, 2014

1. July 1, 2013 to June 30, 2014 bid submitted in May 9, 2014

Congregate Meals: \$4.11 Contributions \$4.00

Home Delivered: \$4.37 Contributions \$4.15

Full Price \$7.25

2. January 1, 2014 to June 30, 2014 bid submitted

Congregate Meals: \$4.98 Contribution \$4.25

Home Delivered: \$5.24 Contribution \$4.50

Full Price \$7.50

3. July 1, 2014 to June 30, 2015 bid submitted in April 7, 2014

Congregate Meals: \$5.18

Home Delivered: \$5.44

Notes: NENAAA C-1 Reimbursement Rate is \$1.85

NENAAA C-2 Reimbursement Rate is \$2.44

NSIP (USDA) Rate Reimbursement is \$.57

Total=\$2.42 C-1

Total=\$3.01 C-2

Participants Average Contribution=C-1 \$3.19

Home Delivered Participant Contribution=\$4.38

Total Gov. Reimb. + C-1 Contributions=\$5.61

Total Gov. Reimb. + C-2 Contributions=\$7.39

March 2014 Report has the Cost of March's B & C costs/Total Meals prepared by Chartwells is \$9.19 Gross Cost per meal. (Includes personnel & business expenses& utilities & bldg... expense)

\$9.19 Gross Cost per meal – C-1 Reimbursements\$5.61=\$3.58 City

\$9.19 Gross Cost per meal-C-2 Reimbursements \$7.39=\$1.80 City

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ORDINANCE NO. 2014-11

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 26 CIVIL SERVICE, ARTICLE III CIVIL SERVICE COMMISSION, SECTION 26-81 CREATED, SECTION 26-82 AND SECTION 26-89 QUORUM; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 26, Article III, Section 26-81 of the Wayne Municipal Code is hereby amended to read as follows:

Sec. 26-81. Created

There is created in the city a civil service commission which shall have ~~three~~ **five** members who shall each be a citizen of the United States, a resident of the city for at least three years immediately preceding such appointment, and an elector of the county wherein such person resides.

Section 2. That Chapter 26, Article III, Section 26-89 of the Wayne Municipal Code is hereby amended to read as follows:

Sec. 26-89. Quorum

~~Two~~ **Three** members of the civil service commission shall constitute a quorum for the transaction of business.

Section 3. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 6th day of May, 2014.

THE CITY OF WAYNE, NEBRASKA

By: _____

ATTEST:

City Clerk

RESOLUTION NO. 2014-35

**A RESOLUTION APPROVING LAND LEASE AGREEMENT
WITH VERIZON WIRELESS.**

WHEREAS, the City of Wayne is desirous of leasing a parcel of land to Verizon Wireless for the purposes of erecting a communication tower and other applicable equipment thereon; and

WHEREAS, the City Administrator has negotiated, and the City Attorney has reviewed, the Land Lease Agreement with Verizon Wireless and recommend approval thereof.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Land Lease Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved, and the Mayor is hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 6th day of May, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

SITE NAME: NE03 Wayne State
SITE NUMBER:
ATTY/DATE

LAND LEASE AGREEMENT

This Agreement, made this _____ day of _____, 20____ between _____ with its principal offices located at _____, hereinafter designated LESSOR and _____ d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at [ADDRESS] _____, [MUNICIPALITY] _____, [COUNTY] _____ [STATE] _____, and being described as a _____' by _____' parcel containing square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a _____ (_____') foot wide right-of-way extending from the nearest public right-of-way, _____, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the City of _____ as Block _____, Lot _____ and is further described in Deed Book _____ at Page _____ as recorded in the Office of _____.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twelve Thousand Dollars Dollars (\$12,000) to be paid in equal monthly installments on the first day of the month, in advance, to _____ or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the

Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by

giving LESSOR written notice of the intent to terminate at least **six (6) months** prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental shall increase on each anniversary of the Commencement Date by an amount equal to three percent (**3%**) of the total annual rent for the previous lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a

good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire

insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that ~~three (3)~~ **six (6)** months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) including footing **six (6') below grade** (~~except footings~~), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition,

reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

~~16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.~~ Insert **limited ROFR**

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and

maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party; LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Lease Premises

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and

shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

LESSEE:

d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. *Delete the first sentence of this paragraph if SNDAs for all existing encumbrances are obtained prior to Lease execution.* LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and

on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if

performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's

behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

By: _____

WITNESS

Its: _____

Date: _____

LESSEE:

By: _____

WITNESS

Its: _____

Date: _____

Exhibit "A"

(Sketch of Premises within Property)

RESOLUTION NO. 2014-36

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

WHEREAS, the City of Wayne is desirous to enter into an Interlocal Agreement with the Nebraska State Colleges, d/b/a Wayne State College, to share law enforcement resources; and

WHEREAS, a copy of the proposed Interlocal Agreement 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 Agreement to Share Law Enforcement Resources between the City of Wayne and the Nebraska State Colleges, d/b/a Wayne State College, is hereby approved and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 6th day of May, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**AN INTERLOCAL AGREEMENT
TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN
THE CITY OF WAYNE AND THE NEBRASKA STATE COLLEGES
dba WAYNE STATE COLLEGE**

THIS AGREEMENT (“Agreement”) is made and entered into by and between the governmental entities which are The City of Wayne, hereinafter called the “City” and the Nebraska State Colleges dba Wayne State College, hereinafter called the “College” which on its effective date are, or become signatories hereto:

WITNESSETH THAT:

WHEREAS, it is the recognized responsibility of general purpose political subdivisions to provide and maintain a certain basic level of public services for their residents, including the areas of health and public safety; and

WHEREAS, it is the recognized responsibility of the College to provide and maintain a certain basic level of public services for its student population, including the areas of health and public safety, and

WHEREAS, it is recognized that the provisions of said basic services are sometimes best accomplished jointly because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is recognized that certified, sworn law enforcement officers can enhance the level of protection provided to the students by civilian security officers, and

WHEREAS, it is the desire of the parties hereto signed to participate in the joint use of the city’s law enforcement personnel and resources.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wayne and the College do hereby agree to the following:

1. Authority and Purpose

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 et *et seq.*, (the “Act”), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. College and the City are public agencies within the meaning of the Act.

- b. The City has the authority to provide law enforcement services and the College has the authority to ensure safety services on the Wayne State College campus (the "Campus"), and to enter into any contracts to effectuate this authority and responsibility.
- c. It is the purpose of this Agreement for the college and the City to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services as identified in this Agreement and in any addendum to this Agreement.

2. Administration of Agreement

- a. The City and the College will jointly administer and monitor all aspects, terms, and conditions of this Agreement. The Dean of Students of the College, or his identified designee, will be the College's contact person for the purpose of this Agreement.
- b. Any real and personal property shall be acquired, held, and disposed as set forth in this Agreement; or any amendment hereto.
- c. No separate legal or administrative entity is created under this Agreement.

3. Law Enforcement Services To Be Provided By The City

The City will provide on the Campus the following law enforcement services:

- a. City will assign a certified police officer, hereafter called the "School Resource Officer," to the Campus for twenty-two (22) hours per week when regular classes are in session and beginning two (2) weeks prior to the start of the fall semester and ending the day before graduation of the spring semester. The City will be allowed to schedule the School Resource Officer to two (2) non-consecutive weeks per school year for Police Department specific training without backfilling the position. Training specific to or on behalf of the College will not be counted against the above described two training weeks. The College will be notified as soon as possible prior to any training to allow them to adjust their normal staffing schedules. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;
- b. The City will be allowed to provide the School Resource Officer with two (2) sick days per semester without backfilling the position. The Police Department will respond to calls for service on Campus with their regularly scheduled officers during these periods;

- c. The School Resource Officer will patrol the Campus, in a Police vehicle, on foot, or on a patrol bicycle; enforce traffic and criminal laws of the State of Nebraska and/or the City of Wayne; conduct criminal investigations; respond to calls for service, perform community policing duties, and be a positive presence on Campus. The School Resource Officer will respond to Police calls off-campus for emergencies, backup assistance for other City Police officers and to handle calls for service if an on-duty City Police officer has two (2) or more calls for service backed up or is unable to respond to a crime in progress report, or a traffic accident. The College recognizes that the City's ability to respond to police calls off-campus, as needed, will maximize the Police Department's ability to respond to citizen calls for service received while maintaining the spirit of this inter-local agreement. The Wayne Police Department will make efforts to make up missed hours if the School Resource Officer is called off-campus. When the School Resource Officer responds to Police calls for service off-campus the Police dispatcher will notify Campus Security of this change in status in a timely manner;
- d. The Wayne Police Department will run requests for vehicle registration information as long as that information is requested through and in conjunction with a Wayne Police Officer's involvement on campus.

4. Criminal Investigation

- a. The City will investigate all property crimes reported on the Campus where the loss value is \$100 or greater or involves the theft of any identification or financial transaction device. If the loss value of any reported property crime is less than \$100 the School Resource Officer may refer the case to Campus Security for follow up.
- b. The City will investigate all crimes against persons reported on the Campus.
- c. Any property crimes with a loss greater than \$100 and all crimes against persons reported to Campus Security will be immediately referred to the School Resource Officer when on duty, or the Police Department when the School Resource Officer is not on duty, for investigation. These investigations will be made independent of Campus Security unless their assistance is required or requested by the City. If the Police Department does not have an officer immediately available to report to a crime reported on Campus, Campus Security will gather preliminary information, e.g. victim's name, witnesses' names, date, time and location of offense, for the School Resource Officer. For the purpose of this agreement preliminary information does not include obtaining written statements, conducting any type of crime scene investigation, taking photographs, etc.

- d. The Police Department will provide Campus Security with reports of all crimes investigated on Campus containing sufficient information for the completion of legally mandated reporting requirements. To prevent duplication of work the School Resource Officer will complete only the Police Department's investigative report. A copy of these investigative reports will be provided to Campus Security for data entry purposes.
- e. When any criminal investigation conducted by the Police Department involves a College residence hall or includes an apparent conflict between students, the Director of Residence Life and/or the Dean of Students will also be provided complete investigatory reports.
- f. The Police Department will refer all property crimes reported on the Campus, and which they investigate, to the College judicial process, however;
 - (1) Any crime victim, including the College, may request criminal charges;
 - (2) Suspects involved in second and subsequent offenses may be referred to the Wayne County Attorney for prosecution;
 - (3) Crimes may be referred for prosecution before the College judicial process begins;
 - (4) Both the College disciplinary process and criminal prosecution may happen concurrently;
 - (5) Police Officers will appear for College disciplinary hearings as needed.
- g. The Police Department will refer all solved crimes against persons to the Wayne County Attorney's Office for prosecution unless the crime victim requests exclusive involvement of the College disciplinary process.
- h. To facilitate investigative follow up the School Resource Officer will be provided access to any Campus surveillance camera recordings and/or allowable student information currently maintained in hard copy or electronically in the Campus Security Office.

5. Community Policing & Crime Prevention

- a. The College and the City recognize that positive interaction between the School Resource Officer, students, faculty and staff is beneficial to both parties. It is further recognized that crime prevention efforts on Campus should reflect those of the community as well.
- b. The School Resource Officer will be given an opportunity to co-present at crime prevention and/or education programs given by Campus Security, or upon the request of other Campus entities. To ensure adequate planning

for any presentation, the School Resource Officer will be provided a minimum of five (5) days written notice. Said notice shall include the topic, date, time, and location of the presentation. The decision to participate in any on-campus crime prevention and/or education presentation will be left to the discretion of the School Resource Officer and/or the Dean of Students. If an officer participates he or she will be given a minimum of 15 minutes participation per hour of scheduled presentation.

- c. To provide a community policing presence the School Resource Officer will regularly attend Clery/Behavioral Intervention Team meetings and other Campus meetings and activities as part of his/her assigned duties.
- d. The City will not provide overtime pay for the School Resource Officer to attend these meetings. Any extra shift time spent at these or similar meetings will be taken off before or after the officer's regularly assigned Campus shift.
- e. The School Resource Officer will meet regularly with the Residence Life Staff in each housing unit.
- f. The School Resource Officer will respond to fire alarms on Campus and, in the absence of Campus Security personnel, will reset the fire alarm panels.
- g. The Campus Security Director will provide training specific to the fire alarm systems to the School Resource Officer before the start of the school year. A laminated flip chart of alarm procedures for each building will be placed in each alarm box as a ready reference.

6. Security Responsibilities

- a. The following duties will be performed solely by College Campus Security personnel and not by the City:
 - (1) Fueling vehicles for the College motor pool
- b. Campus Security will be the first to respond to calls for service on the Wayne State College campus. If the Campus Security Officer is occupied with Security Department business and a call for service is received, the School Resource Officer may be asked to help with the following types of calls:
 - (1) Helping to lock and unlock Campus facilities
 - (2) Respond to calls for service and fire alarm panels

7. Use of Equipment

- a. The Police Department will provide the School Resource Officer with all uniforms, equipment, leather, firearms, and continuing education at all times relevant to this agreement.
- b. The Police Department will provide a multi-channel portable radio programmed with the Campus Security frequency. The priority frequency will be that of the Wayne Police Department but the Campus Security frequency will be monitored.
- c. The City will provide a vehicle for the School Resource Officer to use.

8. Training Provided by College

- a. Fire Alarm Panels – School Resource Officers will receive training specific to the fire alarm panels of each College building. Quick reference laminated charts will be provided to the School Resource Officer and/or Police Department and placed at each alarm panel.
- b. School Resource Officers will attend Residence Life staff training.
- c. Written training defining the College student disciplinary procedures.
- d. Training on procedures for notification of campus staff for after hours assistance, including when, who, and how to request assistance.
- e. When possible all training will be done beginning two (2) weeks prior to the start of each fall semester.
- f. It is recognized that the School Resource Officer's schedule will be modified during the training period to facilitate attendance at some orientations.
- g. A current roster of Residence Life staff and contact information will be provided to the School Resource Officer each semester.
- h. Monthly Campus Security work schedules, and updates, will be provided to the School Resource Officer and Wayne Police dispatch, including a contact person(s) in the event no one answers the Campus Security number.

9. Direct Oversight of the Agreement to Provide Police Coverage on Campus

Certified Police Officers are employees of the City of Wayne Police Department and as such must be under the direct supervision of the Chief of Police or his designate. Campus Security employees shall remain under the direct supervision of the College.

The City of Wayne Police Department shall control the manner in which law enforcement services are performed; however, the Agreement shall specify the nature of the services to be performed. The School Resource Officer is not to be deemed an employee of the College and has no authority to make any binding commitments or obligations on behalf of the College except as expressly provided herein. Liability and all other insurance coverage as well as Workers Compensation coverage for the School Resource Officer is the responsibility of the City of Wayne.

The Chief of Police will meet monthly with the Dean of Students and the Campus Security Director to review and evaluate the provisions of this Agreement.

Three (3) Wayne State College student representatives selected by Student Services will meet jointly with the Police Chief, the School Resource Officer and any Campus Security official two (2) times per year to review the student perspective of this Agreement. These meetings may be scheduled by either party with not less than thirty (30) days' notice.

10. Dispatch Services

The City agrees to provide the following dispatch services to the Campus:

- a. Answer Campus Security telephone after hours and refer calls to Campus Security Staff and assign police officers to crimes reported;
- b. Monitor Campus fire alarm system and dispatch fire trucks as needed. Police Dispatch staff will also coordinate with the Director of Facility Services and his staff to prevent unwarranted fire alarm responses.

11. Fees for Service

The total charge to the College by the City for the above defined law enforcement services shall be a total of \$30,000.00 per year to be paid in 12 monthly installments.

12. Agreement Duration

The term of this agreement will be effective beginning July 1, 2014 and shall be in effect until June 30, 2015 except that either the City or the College may execute a written sixty (60) day notice to quit or withdraw from the Agreement.

13. Agreement Amendments

This Agreement may be amended at any time by the written agreement of both parties.

14. Indemnification

To the maximum extent permitted by law, each party agrees to indemnify and defend the other party against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits, or liability resulting from the negligence or willful misconduct of such party or any of its employees or agents; provided however, the indemnification under this Section 14 shall not apply if such claims, suits, liability, expense or damage is the direct result of the negligence of the party entitled to indemnification hereunder. In no event shall either party be liable for any punitive, consequential, or special damages or lost profits incurred or alleged to have been incurred.

This Agreement is hereby executed by the City of Wayne and the Nebraska State Colleges dba Wayne State College upon the respective dates set forth following the executory signature attached to this agreement.

AND BE IT FURTHER RESOLVED that the Nebraska State Colleges dba Wayne State College and the City of Wayne each declares itself to be a participant in the joint efforts to provide law enforcement services on the Wayne State College Campus.

Passed and approved this ___ day of _____, 2014.

CITY OF WAYNE

NEBRASKA STATE COLLEGES

By: _____

By: _____

Name: Ken Chamberlin

Name: Michelle Suarez

Title: Mayor

Title: Chair, Board of trustees

Attested By: _____
City Clerk

Date: _____

Date: _____

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: April 8, 2014
TO: Mayor Chamberlain
Wayne City Council
FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meetings held on March 3, 2014, and April 7, 2014 the Wayne Planning Commission made a recommendation on the following public hearing; the result of that recommendation is as follows:

April 7th: Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-432 Permitted Conditional Uses in the B-3 District; Applicant being City of Wayne

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 Sorensen and seconded by Commissioner Braun to forward a recommendation to the City Council to not amend Section 90-432 Permitted Conditional Uses in the B-3 District. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

April 7th: Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-424 Exceptions in the B-3 District; Applicant being City of Wayne

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 Sorensen and seconded by Commissioner Braun to forward a recommendation to the City Council to not amend Section 90-424 Exceptions in the B-3 District. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, with the exception of Commissioners Carstens and Sweetland who voted nay, Vice-Chair Brogie declared the motion carried.

April 7th: Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-425 Special Conditions & Conditions for Granting Exceptions in the B-3 District; Applicant being City of Wayne

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 Sorensen and seconded by Commissioner Braun to forward a recommendation to the City Council to not amend Section 90-425 Special Conditions & Conditions for Granting Exceptions in the B-3 District. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

March 3rd: Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-264 Permitted Conditional Uses in the R-3 District; Applicant being City of Wayne

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 Brogie and seconded by Commissioner Carstens to forward a recommendation to the City Council to leave Section 90-264 Permitted Conditional Uses in the R-3 District as written. Chair Melena stated the motion and second, and the result of roll call being all ayes, Chair Melena declared the motion carried.

March 3rd: Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-710 Parking Regulations; Applicant being City of Wayne

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 Brogie and seconded by Commissioner Carstens to forward a recommendation to the City Council to leave Section 90-710 Parking Regulations as written. Chair Melena stated the motion and second, and the result of roll call being all ayes, Chair Melena declared the motion carried.

Mayor & City Council, Meeting Memo
April 8, 2014
Page Three

April 7th: Public Hearing: Amending Wayne Municipal Code, Chapter 90, Section 90-753 Nonconforming Structures; Applicant being City of Wayne

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 Sorensen and seconded by Commissioner Rogers-Spann to forward a recommendation to the City Council to amend Section 90-753 Nonconforming Structures, as stated in the attached exhibit per Option A, with the findings of fact being staff's recommendation. Vice-Chair Brogie stated the motion and second, and the result of roll call being all ayes, Vice-Chair Brogie declared the motion carried.

JJH:cb

ORDINANCE NO. 2014-12

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE IX. NONCONFORMING USES BY AMENDING SECTION 90-753 NONCONFORMING STRUCTURES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on April 7, 2014, and recommended amending Section 90-753 Nonconforming Structures of the Wayne Municipal Code, with the "Finding of Fact" being: Staff's recommendation.

Section 2. That Chapter 90, Article IX, Section 90-753 of the Wayne Municipal Code is amended as follows:

Sec. 90-753. Nonconforming structures

(a) Authority to continue. Any structure which is devoted to a use which is permitted in the zoning district in which it is located, but which is located on a lot which does not comply with the applicable intensity of use regulations and/or the applicable yard and height regulations, may be continued so long as it remains otherwise lawful.

(b) Enlargement, repair, alterations. Any nonconforming structure may be enlarged, maintained, repaired, remodeled or rebuilt; however, no such enlargement, maintenance, repair or remodeling shall either create any additional nonconformity or increase the degree of existing nonconformity of all or any part of such structure; however, a porch which is covered by a roof which extends into the front setback area may be enclosed but not in excess of the area covered by the existing roof.

(c) Damage or destruction. If any nonconforming structure is damaged or destroyed, by any means, ~~to the extent of more than 60 percent of its current property tax assessed value, such structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located. When a structure is damaged to the extent of 60 percent or less,~~ no repairs or restoration shall be made unless a building permit is obtained within six months and restoration is actually begun one year after the date of such partial destruction and is diligently pursued to completion.

(d) Moving. No nonconforming structure shall be moved in whole or in part for any distance whatever to any other location on the same or any other lot unless the entire structure shall thereafter conform to the regulations of the zoning district in which it is located after being moved.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are repealed.

Section 4. This Ordinance shall be in full force and effect after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

April 28, 2014

RE: East--West Alley Closing Request

Dear Lowell Johnson:

I am the owner of property on the west half of the alley in question. I travel this east half once or twice a day. I am requesting this alley not be closed. The owner of the request has a garage on the west end of this half of alley.

During my 38 years I had many request from residents that neighbors were piling rock and debris into the alley pushing the traffic over to one side. The alley is 16 ft. wide and needs the rocks & misc. items cleared off the north side. Joel Hansen can find and define the property line. ~~it~~ Another concern is snow removal. On an east-west alley ~~it~~ collects heavy snow from the north. Tax payers in Wayne do not pay for snow removal in a closed alley.

A new large apartment on the west end of this alley has four cars from their lot going in & out both ways.

A handwritten signature in blue ink that reads "Vern Schulz". The signature is written in a cursive style with a long horizontal line extending to the right.