

**AGENDA
CITY COUNCIL MEETING
July 1, 2014**

1. Approval of Minutes – June 17, 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. Ordinance 2014-15: Amending Wayne Municipal Code Sec 90-10 Definitions – “Attached” (Third and Final Reading)

4. Public Hearing: Application for Class B (Beer Off Sale Only) Liquor License – GCSR, LLC d/b/a “Dollar Plus” (Advertised Time: 5:30 p.m.)

5. Resolution 2014-55: Approving Application for Class B Liquor License — GCSR, LLC d/b/a “Dollar Plus”

6. Public Hearing: Redevelopment Plan for The Jug Store, LLC (Ken Jorgensen) (Advertised Time: 5:30 p.m.)

7. Resolution 2014-56: Approving a Redevelopment Plan as Contained in a Redevelopment Contract (The Jug Store, LLC – Ken Jorgensen)

8. Discussion to Suspend LB840 Applications until Loan Repayment Proceeds are Available

Background: In 2008, the voters approved using 40% of the one cent sales tax up to a maximum of \$3.2 million for local economic development projects. The voters also limited the sales tax to 15 years. If 40% of the sales tax generates more than that \$3.2 million in the 15 years, the overage must go to the General Fund for capital projects. If the sales tax does not collect enough to fund the \$3.2 million before the 15 year deadline, that’s all there is.

To date, the Citizens Advisory Committee and City Council have committed about \$2.7 million to business projects. Much of this will return through business loan repayments over time. The Council’s intent, so far, has been to be careful not to exceed the \$3.2 million, but to still be attentive and maintain a balance so we do not miss that good business start-up or expansion prospect that would create jobs.

Recommendation: There is no staff recommendation at this time.

9. Action on Recommendation from the LB840 Sales Tax Advisory Committee on a Request by Rodney Hefti, d/b/a Hefti Trucking, for a \$50,000

[Loan \(15 years at 0% interest\) to Rebuild a Building Destroyed by the October 4, 2013, Tornado](#)

Background: Rod is rebuilding his former shop larger than the one that was destroyed in the October 4th tornado. The floor is built, but the rest of the building has not yet been erected.

Recommendation: The recommendation of the Sales Tax Advisory Committee is to approve the loan.

10. [Resolution 2014-57 Approving Proposal of JEO Consulting Group Regarding Conceptual Phase Services for the Proposed Aquatic Center in Wayne](#)

Background: Both the City Council and the Aquatic Center Committee will need engineering assistance of some type in the upcoming months to help develop the building and operating costs, to assist with fundraising, if requested, and to provide research information as requested. There is no way to know what that might involve, so I asked JEO to prepare an ala carte agreement with hourly rates so when we ask for help, it will be by the hour, and we will know what the rate for that assistance will be.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to approve the agreement and access JEO assistance on a per hour basis.

11. [Action to Consider Setting a Date \(Special Meeting\) to Meet with the Wayne Aquatic Center Committee — Tuesday, July 22nd, at 5:30 p.m.](#)

Recommendation: The request of the Aquatic Center Committee is to set aside a special meeting time to meet with the Council about the pool design and fundraising efforts.

12. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

June 17, 2014

The Wayne City Council met in regular session at City Hall on Tuesday, June 17, 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, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Nick Muir and Kaki Ley.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 5, 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 Haase, whereas, the Clerk has prepared copies of the Minutes of the meeting of June 3, 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: CITY EMPLOYEE, RE, 2246.73; AMERITAS, SE, 2090.94; APPEARA, SE, 158.27; BAKER & TAYLOR BOOKS, SU, 1342.66; BANK FIRST, FE, 120.00; BARONE SECURITY SYSTEMS, SE, 138.00; BEEHIVE INDUSTRIES, SE, 7200.00; BIG STONE TRANSPORTATION, SU, 6435.00; BOARDERS INN & SUITES, SE, 1068.00; BOMGAARS, SU, 3092.69; BROWN SUPPLY, SU, 800.68; BSN SPORTS, SU, 407.83; CHARTWELLS, SE, 6353.36; CHILD SUPPORT, RE, 350.00; CITY OF NORFOLK, SE, 254.45; CITY OF WAYNE, RE, 300.00; CITY OF WAYNE, RE, 869.60; CITY OF WAYNE, RE, 100.00; CITY OF WAYNE, PY,

65333.58; CITY OF WAYNE, RE, 1225.85; CLASSEN FABRICATION, SE, 140.00; CLEAN TO A T, SE, 1300.00; COMMUNITY HEALTH, RE, 4.00; COPY WRITE, SU, 529.88; DAVE'S DRY CLEANING, SE, 69.00; DUTTON-LAINSON, SU, 1219.22; EASYPERMIT POSTAGE, SU, 1712.77; ECHO GROUP, SU, 385.31; ELECTRIC PUMP, SU, 373.59; FLOOR MAINTENANCE, SU, 115.18; FOAMCO, SU, 12975.00; GALE GROUP, SU, 17.99; GEMPLER'S, SU, 340.90; GERHOLD CONCRETE, SU, 975.58; GILL HAULING, SE, 494.52; GROSSENBURG IMPLEMENT, SU, 578.62; GUARANTEE ROOFING, SE, 207.00; CITY EMPLOYEE, RE, 59.77; HAWKINS, SU, 534.50; HD SUPPLY WATERWORKS, SU, 106.91; HEARTLAND STAINLESS, SE, 807.30; HILLYARD/SIOUX FALLS, SU, 1045.80; HIRERIGHT SOLUTIONS, SE, 40.00; HOBBY LOBBY, SU, 207.68; HOEMAN, TODD, RE, 179.72; ICMA, SE, 6817.17; INGRAM BOOK, SU, 248.21; IRS, TX, 24102.97; ISLAND SPRINKLER SUPPLY, SU, 10314.78; JOHN'S WELDING AND TOOL, SU, 600.00; KELLY SUPPLY, SU, 160.12; KLEIN ELECTRIC, SE, 412.50; KRIZ-DAVIS, SU, 1156.33; KTCH, SE, 675.55; LARRY SOKOL, RE, 279.00; LESLIE SCHULZ, RE, 3100.00; LUTT OIL, SU, 6557.62; MAIN STREET AUTO CARE, SE, 90.00; MATT PARROTT AND SONS, SU, 834.00; MIDWEST LABORATORIES, SE, 498.35; N.E. NEB ECONOMIC DEV DIS, SE, 210.00; CITY EMPLOYEE, RE, 32.00; NE AIR FILTER, SU, 329.88; NE DEPT OF ENVIRONMENTAL, SE, 1758.75; NE DEPT OF REVENUE, TX, 3396.92; NE NEB INS AGENCY, SE, 2746.00; NE SAFETY COUNCIL, SE, 8.93; NE STATE HISTORICAL, FE, 29.00; NEW PIG CORPORATION, SU, 56.61; NORTHEAST NE AMERICAN RED, RE, 59.24; NNPPD, SE, 13185.52; O'REILLY AUTOMOTIVE STORE, SU, 14.99; OTTE CONSTRUCTION, SE, 32610.00; PAC N SAVE, SU, 275.29; PARTS ENGINEERING, SU, 306.61; PATTY SCHINSTOCK, SU, 260.00; PLUNKETT'S PEST CONTROL, SE, 218.44; PROVIDENCE MEDICAL CENTER, SE, 180.00; QUALITY 1 GRAPHICS, SU, 560.00; QUILL, SU, 1595.46; S & S WILLERS, SU, 289.81; SHOPKO, SU, 1153.89; STATE NEBRASKA BANK, SE, 289747.50; STATE NEBRASKA BANK, RE, 13985.00; STATE NEBRASKA BANK, SE, 18220.00; STATE NEBRASKA BANK, RE, 98.62; THE PENWORTHY COMPANY, SU, 527.60; UNITED WAYNE, RE, 11.20; US BANK, SU, 5869.42; VAN DIEST SUPPLY, SU, 386.81; VERIZON, SE, 13.12; VOSS LIGHTING, SU, 175.00; WAYNE AIRPORT, RE, 51243.50; WAYNE AUTO PARTS, SU, 830.45; WAYNE COUNTY CLERK, SE, 404.00; WAYNE COUNTY COURT, RE, 1000.00; WAYNE VETERINARY CLINIC, SE, 98.00; CITY EMPLOYEE, RE, 18.02; WESCO, SU, 34936.48; WAPA, SE, 28160.76; WI SCTF, SE, 65.00; WINNING FINISH, SE, 26.63; WISNER WEST, SU, 43.17; WRIEDT, RONALD, SU, 5.31; APPEARA, SE, 133.67; CARHART LUMBER, SU, 928.70; DUTTON-LAINSON, SU, 293.68; ELECTRIC FIXTURE, SU, 2397.41; HARDING & SHULTZ, SE, 318.00; HAWKINS, SU, 788.50; HD SUPPLY, SU, 2700.14; HEARTLAND FIRE PROTECTION, SU, 104.10; JEO CONSULTING GROUP, SE, 1332.00; MIKE TOWNE, SE, 250.00; CNA SURETY DIRECT BILL, SE, 40.00; NE COLORADO CELLULAR, SE, 598.77; NE DEPT OF ENVIRONMENTAL, FE, 150.00; NE PUBLIC HEALTH ENVIRONM, SE, 153.00; ODEYS, SU, 166.60; PITNEY BOWES, SU, 648.00; QUILL, SU, 5.82; SAND CREEK POST & BEAM, SE, 9730.00; SPARKLING KLEAN, SE, 1739.54; STADIUM SPORTING GOODS, SE, 806.00; STATE NEBRASKA BANK & TRUST, SE, 62.80; WAYNE HERALD, SE,

2095.57; WINNING FINISH, SE, 355.00; PAYROLL, PY, 629.13; UTILITY CUSTOMERS, RE, 455.60

Councilmember Haase made a motion, which was seconded by Councilmember Greve, to approve the claims. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Ley who were 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.

Councilmember Sievers introduced Ordinance No. 2014-14, and moved for approval of the third and final reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2014-14

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

In regard to Ordinance 2014-15, the definition of "Attached" was further amended to read as follows:

Attached (for the purpose of determining when new construction constitutes enlarging a primary structure on a lot) means sharing a common wall which has an opening providing access between interior spaces. An enclosed ~~breezeway~~ **passageway less than eight (8) feet wide**, connecting two structures, shall not mean the two structures are attached. **A passageway equal to or greater than eight (8) feet wide used to connect two**

structures shall not exceed a distance between the two structures that is twice the width of the passageway.

Councilmember Sievers introduced Ordinance No. 2014-15, and moved for approval of the second reading thereof, as amended; Councilmember Greve seconded.

ORDINANCE NO. 2014-15

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Sievers introduced Ordinance No. 2014-16, and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2014-16

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2014-17, and moved for approval of the third and final reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2014-17

AN ORDINANCE TO AMEND SECTION 78-129 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHWEST QUADRANT OF THE CITY; 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2014-18, and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2014-18

AN ORDINANCE TO AMEND SECTION 78-127 OF CHAPTER 78, ARTICLE III, OF THE WAYNE MUNICIPAL CODE RELATING TO PARKING; RESTRICTED PARKING 12:00 MIDNIGHT TO 5:00 A.M.; NORTHEAST QUADRANT OF THE CITY; 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2014-21, and moved for approval of the second reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2014-21

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-126 RELATING TO PARKING; PROHIBITED PARKING; NORTHEAST QUADRANT OF THE CITY; 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

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

Councilmember Sievers made a motion and Councilmember Greve seconded to move for final approval of Ordinance No. 2014-21. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance No. 2014-22, and moved for approval of the second reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2014-22

AN ORDINANCE TO AMEND CHAPTER 78, ARTICLE III OF THE WAYNE MUNICIPAL CODE, SECTION 78-130 RELATING TO PARKING; PROHIBITED PARKING; SOUTHEAST QUADRANT OF THE CITY; 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 Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

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

Councilmember Sievers made a motion and Councilmember Brodersen seconded to move for final approval of Ordinance No. 2014-22. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

The following Resolution would direct the City Clerk to file a lien against 908 Circle Drive for the cost of work hired by the City to abate a violation of City Code after proper notice was given to the property owner.

Councilmember Sievers introduced Resolution No. 2014-51 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2014-51

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON LOT 9, MCPHERRAN'S ADDITION TO WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 908 CIRCLE DRIVE, WAYNE, NEBRASKA.

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

Administrator Johnson stated the following Resolution would approve the Nebraska Community Energy Alliance Interlocal Cooperation Agreement with six other

communities to make a joint application for \$420,000 in Environmental Trust Funds to transition city fleet vehicles to alternative fuel and to analyze the inconvenience vs. the savings.

Councilmember Sievers introduced Resolution No. 2014-52 and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2014-52

A RESOLUTION APPROVING THE NEBRASKA COMMUNITY ENERGY ALLIANCE INTERLOCAL COOPERATION AGREEMENT AND APPOINTING THE CITY ADMINISTRATOR TO REPRESENT THE CITY OF WAYNE IN SAID ALLIANCE.

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

The following Resolution would approve the Project Program Agreement with the Nebraska Department of Roads for the Wayne Trail Phase II Project. This is a new requirement for any trail project that crosses highway right-of-way. This agreement is required for the City to build the underpass. It is a standard agreement that NDOR uses with all projects.

Councilmember Sievers introduced Resolution No. 2014-53 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2014-53

A RESOLUTION APPROVING THE SIGNING OF THE PROJECT PROGRAM AGREEMENT BETWEEN THE CITY OF WAYNE AND THE STATE OF NEBRASKA DEPARTMENT OF ROADS (NDOR) FOR THE WAYNE TRAIL PHASE II PROJECT.

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

The following Resolution would approve the specifications and authorize the purchase of a half-ton pickup through the State bid system as per the bid proposal received from Arnie's Ford. The price of the pickup delivered to Wayne with the dual fuel option is \$36,216. With the \$15,000 energy grant, the net cost will be \$21,216.

Ken Kwapnioski, representing Arnie's Ford, was present to answer questions. He estimated an annual savings of approximately \$1,200 with this vehicle.

Councilmember Giese introduced Resolution No. 2014-54 and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2014-54

A RESOLUTION APPROVING THE SPECIFICATIONS AND AUTHORIZING THE PURCHASE OF A NEW LIGHT DUTY PICKUP THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Giese to approve the Liquor License Manager Application of Toninessa Prochaska for Go Mirage, LLC, d/b/a "G's Quick Stop." Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Ley who were absent and Councilmember Haase who voted Nay, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to approving the appointment of Chad Maas to the Civil Service Commission.

Councilmember Eischeid made a motion, which was seconded by Councilmember Greve, approving the appointment of Chad Maas to the Civil Service Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to approving the appointment of Joe Baldwin to the Civil Service Commission.

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, approving the appointment of Joe Baldwin to the Civil Service Commission. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Ley who were absent, the Mayor declared the motion carried and the meeting adjourned at 5:52 p.m.

CLAIMS LISTING JULY 1, 2014

CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,126.59
AMAZON.COM, LLC	DVD'S	504.65
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,084.15
APPEARA	MAT SERVICE	151.59
ARNIE'S FORD-MERCURY INC	VEHICLE REPAIRS	1,809.07
AS CENTRAL SERVICES	TELECOMMUNICATION CHARGES	448.00
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	120.00
BIG STONE TRANSPORTATION	BALLFIELD LIME	4,321.35
BLACK HILLS ENERGY	GAS BILLS	264.22
BOMGAARS	FLOOR DRY	27.96
CITY EMPLOYEE	VISION REIMBURSEMENT	748.86
BROWN PLUMBING	SOLDER COPPER JOINT	65.00
BSN SPORTS, INC	HELMETS/MASKS	694.25
CARHART LUMBER COMPANY	BROOM/CORD/HOSE/BATTERIES	144.89
CHILD SUPPORT	PAYROLL DEDUCTION	100.00
CITY EMPLOYEE	VISION REIMBURSEMENT	109.40
CITIZENS STATE BANK	TIF PARTIAL INTEREST PAYMENT	9,838.94
CITY OF SOUTH SIOUX CITY	1/2 MILEAGE GFOA CONFERENCE	200.74
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUNDS	450.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUNDS	1,100.00
CITY OF WAYNE	DRIVEWAY DEPOSIT REFUND	500.00
CITY OF WAYNE	PAYROLL	70,487.81
CITY OF WAYNE	UTILITY REFUNDS	452.07
CLAUSEN AIR	POOL HEATER REPAIR	140.00
CLAUSSEN & SONS IRRIG.	SR/LIB IRRIGATION REPAIRS	401.85
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
COOPORTUNITY HEALTH	HEALTH INSURANCE PREMIUM	732.04
DALE PAULSON	LB 840 LOAN	17,590.71
DE LAGE LANDEN FINANCIAL	SR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD/DISABILITY-LIFE INSURANCE	1,990.81
ECHO GROUP INC JESCO	BREAKER	237.60
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	44.88
FASTENAL CO	BOLTS	15.78
FIRST CONCORD GROUP LLC	FLEX	3,271.64
FLOOR MAINTENANCE	URINAL SCREEN	24.30
FOURTH GENERATION FAMILY	TIF PARTIAL INTEREST PAYMENT	15,234.39
GALE GROUP	BOOKS	94.21
GAYLORD BROS	JACKET COVERS	84.89
GERHOLD CONCRETE CO INC.	CAULK/CONCRETE/GRID MARKERS	1,859.69
HAROLD THOMPSON	LOT SURVEY OVERPAYMENT	520.00
HASEMANN FUNERAL HOME	ENERGY INCENTIVE	251.98
HAUFF MID-AMERICAN SPORTS	FIELD MARKING PAINT	98.70
HD SUPPLY WATERWORKS, LTD	IPERL METERS	3,046.50
HEARTLAND FIRE PROTECTION	FIRE EXTINGUISHER REFILL	47.44
HEARTLAND NATURAL GAS	NATURAL GAS-POOL	191.45

HILLYARD/SIOUX FALLS	WASTE BASKETS	799.80
HOMETOWN LEASING	CITY HALL COPIER LEASE	259.98
ICMA RETIREMENT TRUST-457	RETIREMENT	6,821.29
INNOVATIVE PROTECTIVES	BACKSTOP PADS	1,800.00
IRS	FEDERAL WITHHOLDING	25,437.43
ISLAND SPRINKLER SUPPLY	SPRINKLER REPAIR	10,314.78
JEO CONSULTING GROUP	HILLSIDE/GRAINLAND/W/WW ENGINEERING	6,156.75
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,399.43
KLEIN ELECTRIC	BORING-13 TH /PEARL/VERIZON	8,409.00
KRIZ-DAVIS COMPANY	TUBING/CONNECTORS/SPLICE	935.33
MATT PARROTT AND SONS	UTILITY ENVELOPES	734.00
MES-MIDAM	BOOTS/PANT	538.13
MSC INDUSTRIAL	SOCKET SETS	303.69
MUNICIPAL SUPPLY INC	HYDRANT EXTENSION/CLAMPS	2,573.98
N.E. NEB ECONOMIC DEV DIS	ANNUAL MEETING FEE	25.00
CITY EMPLOYEE	VISION REIMBURSEMENT	182.89
NE DEPT OF REVENUE	STATE WITHHOLDING	3,600.78
NE NEB INS AGENCY INC	INSURANCE	70,555.00
NE POWER REVIEW BOARD	POWER ASSESSMENT	697.71
NEBR PUBLIC POWER DIST	ELECTRICITY	277,518.32
NORFOLK IMPLEMENT, INC.	MOWER FUEL PUMP	64.55
ODEYS INC	FIELD RELOCATION	35,000.00
OVERHEAD DOOR COMPANY	DOOR REPAIR	121.65
PIEPER & MILLER	PURCHASE 10TH ST PROPERTY	111,299.89
PROGRESSIVE PROPERTIES	TIF 6TH ST	108,646.00
QUALITY FOODS	SR CENTER EVENING MEAL	407.00
SCOTT HASEMANN	ENERGY INCENTIVE	500.00
STADIUM SPORTING GOODS	SHIRTS	608.00
TRANS-IOWA EQUIPMENT, INC	HUB OIL	54.43
CITY EMPLOYEE	VISION REIMBURSEMENT	56.39
TYLER TECHNOLOGIES	ONLINE BILL PAYMENT	200.00
UTILITIES SECTION	LINEWORKERS TRAINING	2,008.00
VERIZON WIRELESS SERVICES	CELL PHONES	72.75
WAYNE COUNTY COURT	BOND	100.00
WAYNE HOSPITALITY	TIF PARTIAL INTEREST PAYMENT	23,766.14
CITY EMPLOYEE	HEALTH REIMBURSEMENT	698.78
WINNING FINISH	SHAMPOO HANDIVAN	378.08

DELETE FROM CLAIMS LISTING

5/20/14 CLAUSSEN FABRICATION - POOL HEATER REPAIRS \$140.00

6/3/14 JEO - HILLSIDE/GRAINLAND/LOT SURVEY \$6,376.25

ORDINANCE NO. 2014-15

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, IN GENERAL, BY AMENDING SECTION 90-10 DEFINITIONS; 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 May 5, 2014, and recommended amending Section 90-10 Definitions of the Wayne Municipal Code, with the "Findings of Fact" being:

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

Section 2. That Chapter 90, Article I, Section 90-10 of the Wayne Municipal Code is amended as follows:

Sec. 90-10. Definitions.

Attached (for the purpose of determining when new construction constitutes enlarging a primary structure on a lot) means sharing a common wall which has an opening providing access between interior spaces. An enclosed ~~breezeway~~ **passageway less than eight (8) feet wide**, connecting two structures, shall not mean the two structures are attached. **A passageway equal to or greater than eight (8) feet wide used to connect two structures shall not exceed a distance between the two structures that is twice the width of the passageway.**

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 1st day of July, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2014-55

WHEREAS, GCSR, LLC, d/b/a “Dollar Plus” made application to the Nebraska Liquor Control Commission for a Retail Class B Liquor License at 121 Main Street, Wayne, Wayne County, Nebraska; and

WHEREAS, said application has been forwarded to the City of Wayne for public hearing and recommendation by the City Council; and

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on June 19, 2014; and

WHEREAS, hearing was held on July 1, 2014, and all persons desiring to present evidence for or against said application were heard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the application of the license aforementioned be recommended to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 1st day of July, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

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MAY 22 2014		
NEBRASKA LIQUOR CONTROL COMMISSION		
QA	New	
B	107595	RS

Applicant name GCSR LLC
Trade name Dollar Plus
Previous trade name N/A (new business)
Contact email address guozen01@yahoo.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the state.

REQUIRED ATTACHMENTS

Each item must be checked and included with application or marked N/A (not applicable)

- 1. Fingerprint cards for each person (two cards per person) must be enclosed with a check payable to the Nebraska State Patrol for processing in the amount of \$38.00 per person. All areas must be completed on cards as per brochure. To prevent the delay in issuing your license, we strongly suggest you go to any Nebraska State Patrol office. See fingerprint brochure
- 2. Enclose application fee of \$400, check made payable to the Nebraska Liquor Control Commission.

<p>CR 1011 \$ 400 - mm</p>	 1400012930
--------------------------------	--

FORM 100
REV 12/2013
PAGE 1
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NEBRASKA LIQUOR CONTROL COMMISSION

- ✓ 3) Enclose the appropriate application forms:
 Individual license (requires insert form 1- form number 104)
 Partnership license (requires insert form 2- form number 105)
 Corporate license (requires insert form 3a & 3c- form number 101 and 103)
 Limited liability company (LLC) (requires form 3b & 3c- form number 102 and 103)
- ✓ 4. If building is being leased send a copy of signed lease. Lease must be in the name of the individual, corporation or limited liability company making application. Lease term must run through the license year being applied for (see page 3).
- N/A 5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
- N/A 6. If buying the business of a current liquor license holder:
 - a) Provide a copy of the purchase agreement from the seller (must read applicants name).
 - b) Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c) Enclose a list of the assets being purchased (furniture, fixtures and equipment).
- N/A 7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP)(form 125).
- N/A 8. Enclose a list of any inventory or property owned by other parties that are on the premise.
- ✓ 9. For citizenship enclose copy of U.S. birth certificate; U.S. passport or naturalization paper
 For residency enclose proof of registered voter in Nebraska
 See guideline for further assistance <http://www.lee.nebraska.gov/brochures.html>
- ✓ 10. Corporation or Limited Liability Company must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office. This document must show barcode stamp.
- ✓ 11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

G. Ozemir

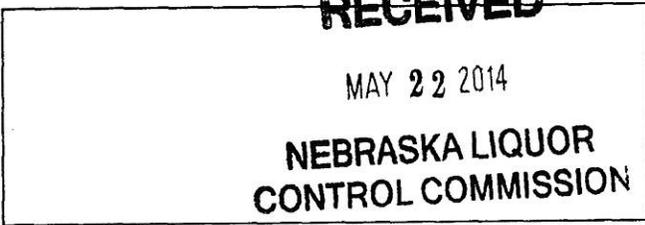
Signature

05/20/2014

Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov/



**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

RETAIL LICENSE(S)

Submit \$400 Non Refundable Application Fee

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- ID BEER, WINE, DISTILLED SPIRITS ON AND OFF SALE

- Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

LICENSE YEAR

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING
(CHECK ONLY ONE)**

- Individual License (requires insert form 1- form number 104)
- Partnership License (requires insert form 2- form number 105)
- Corporate License (requires insert form 3a & 3c- form number 101 and 103)
- Limited Liability Company (LLC) (requires form 3b & 3c- form number 102 and 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name N/A Phone number: N/A

Firm Name N/A

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PREMISE INFORMATION

Trade Name (doing business as) Dollar Plus

MAY 22 2014

Street Address #1 121 Main Street

NEBRASKA LIQUOR
CONTROL COMMISSION

Street Address #2 _____

City Wayne

County NE

Zip Code 68787

Premise Telephone number 402-833-1900

Business e-mail address guozen01@yahoo.com

Is this location inside the city/village corporate limits:



YES



NO

Mailing address (where you want to receive mail from the Commission)

Name ~~Wayne Dollar Plus~~ GCSR LLC

Street Address #1 1034 N. Main Street

Street Address #2 _____

City Wayne

State NE

Zip Code 68787

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. **No blue prints please.** Be sure to indicate the direction **north** and **number of floors** of the building.

**For on premise consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 155 x width 47 in feet

Is there a basement to be licensed? Yes ___ No If yes, length ___ x width ___ in feet

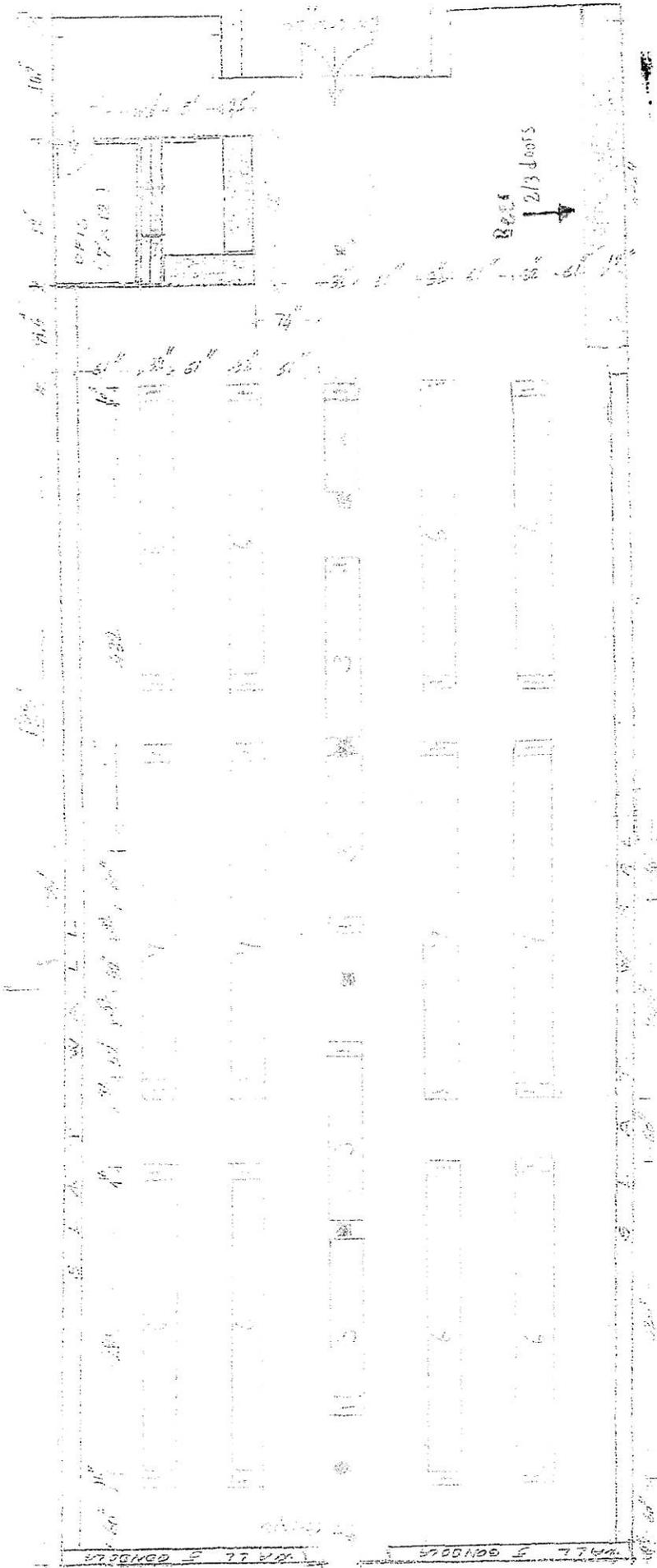
Is there an outdoor area? Yes ___ No ___ If yes, length ___ x width ___ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

Please see the enclosed separate sheet

Diagram of Area to be
licensed.

South



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NEBRASKA LIQUOR
CONTROL COMMISSION

North

APPLICANT INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. Include traffic violations. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one person, list charges by each individual's name. The commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

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YES NO
 If yes, please explain below or attach a separate page

**NEBRASKA LIQUOR
 CONTROL COMMISSION**

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number _____

4. Are you filing a temporary operating permit to operate during the application process?

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

YES NO

If yes, list the lender(s) City of Wayne (Loan to be paid back in 5 years)

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

YES NO

If yes, explain. (All involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

YES NO

If yes, list such item(s) and the owner. _____

8. Is premise to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. §53-177)(1)

9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

State Nebraska Bank & Trust a) Gurkan Ozenci

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Current: GO MIRAGE LLC dba G's Quick Stop Wayne, NE. Licence #: 075206

Previous: MIRAGE LLC dba Flannery Chevron, Baton Rouge, LA

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- a) Individual, applicant only (no spouse)
- b) Partnership, all partners (no spouses)
- c) Corporation, manager only (no spouse) as listed on form 3c
- d) Limited Liability Company, manager only (no spouse) as listed on form 3c

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NLCC certified training program completed:

NEBRASKA LIQUOR CONTROL COMMISSION

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

For list of NLCC certified training programs see: www.lcc.ne.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Gurkan Ozenci/Owner-manager	12/06-current	G's Quick Stop, Wayne NE
Gurkan Ozenci/owner-manager	3/05-5/06	Flannery Chevron, Baton Rouge LA

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

- Lease: expiration date 03/2019 with 2 more 5 year options
- Deed
- Purchase Agreement

14. When do you intend to open for business? May 25 2014

15. What will be the main nature of business? Dollar Plus Store/ c-store

16. What are the anticipated hours of operation? 8a.m- 9p.m

17. List the principal residence(s) for the past 10 years for all persons required to sign on page 8, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Wayne, NE	2006	current			
Baton Rouge, LA	2005	2006			
Ankara, Turkey	2004	2005			

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

<p><u>B. Ozenci</u> Signature</p> <p><u>Burkan Ozenci</u> Print Name</p>	<p>Signature RECEIVED</p> <p>MAY 22 2014</p> <p>Print Name NEBRASKA LIQUOR CONTROL COMMISSION</p>
<p>Signature of Spouse</p> <p>Print Name</p>	<p>Signature of Spouse</p> <p>Print Name</p>

ACKNOWLEDGEMENT

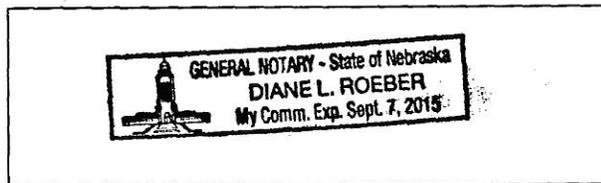
State of Nebraska
County of Wayne

The foregoing instrument was acknowledged before me this

May 20 2014
date

by Burkan Ozenci
name of person(s) acknowledged (individual(s) signing)

Diane Roeber
Notary Public Signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lkc.org



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints (2 cards per person)
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (Articles must show barcode receipt by Secretary of States office)

Name of Registered Agent: Gurkan Ozenci

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
GCSR LLC 010190229

LLC Address: 1034 N. Main Street

City: Wayne State: NE Zip Code: 68787

LLC Phone Number: 402-833-5177 LLC Fax Number: N/A

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Ozenci First Name: Gurkan MI: _____

Home Address: 111 Cityside Drive City: Wayne

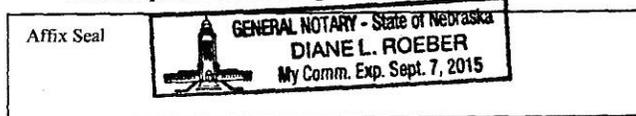
State: NE Zip Code: 68787 Home Phone Number: cell:225-326-2366

G. Ozenci
Signature of (Managing/Contact Member)

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne
May 20 2014
Date
Diane Roeber

The foregoing instrument was acknowledged before me this
by Gurkan Ozenci
name of person acknowledge



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Ozenci First Name: Gurkan MI: _____

Social Security Number: _____ Date of Birth: 12/07/1971

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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**NEBRASKA LIQUOR
CONTROL COMMISSION**

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

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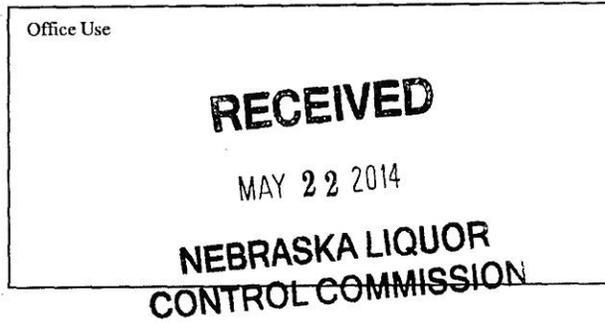
MAY 22 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov



MUST BE:

- ✓ **Citizen of the United States. Include copy of US birth certificate, naturalization paper or current US passport**
- ✓ **Nebraska resident. Include copy of voter registration in the State of Nebraska**
- ✓ **Fingerprinted. Two cards per person, fees of \$38 per person, made payable to Nebraska State Patrol. If printed at NSP mail check only.**
- ✓ **21 years of age or older**

Corporation/LLC information

Name of Corporation/LLC: **GCSR LLC**

Premise information

Liquor License Number: _____ Class Type **B**
(if new application leave blank)

Premise Trade Name/DBA: **Dollar Plus**

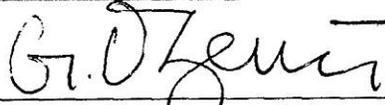
Premise Street Address: **121 Main Street**

City: **Wayne** County: **NE** Zip Code: **68787**

Premise Phone Number: **402-833-1900**

Email address: **guozen01@yahoo.com**

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. Click on this link to see authorized individuals.
http://www.lcc.ne.gov/license_search/licsearch.cgi



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Prochaska First Name: Toninessa MI: L
Home Address (include PO Box if applicable): 302 W. 2nd Street
City: Wayne County: Wayne Zip Code: 68787
Home Phone Number: 402-369-4486 Business Phone Number: 402-833-1900
Social Security Number: _____ Drivers License Number & State: H12825925
Date Of Birth: 09/18/1984 Place Of Birth: Lander, WY
Email address: toninessap@hotmail.com

Are you married? If yes, complete spouse's information (Even if a spousal affidavit has been submitted)

YES NO

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MAY 22 2014

Spouse's information

Spouses Last Name: _____ First Name: NEBRASKA LIQUOR CONTROL COMMISSION MI: _____
Social Security Number: _____ Drivers License Number & State: _____
Date Of Birth: _____ Place Of Birth: _____

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Wayne, NE	2004	current			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2011	current	G's Quick Stop	Gurkan Ozenci	402-833-5177
2008	2011	Sneaky Jake's	Renee Jacobsen	402-833-5252

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred **RECEIVED** month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

MAY 22 2014

YES NO

**NEBRASKA LIQUOR
CONTROL COMMISSION**

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

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NEBRASKA LIQUOR CONTROL COMMISSION

*For list of NLCC Certified Training Programs see www.leg.ne.gov/traininginfo.html

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Toninessa L. Prochaska Manager	2011-current	G's Quick Stop 1034 N. Main St., Wayne, NE 68787
Toninessa L. Prochaska Supervisor	2008-2011	Sneaky Jake's 118 E. 2nd St., Wayne, NE 68787
Toninessa L. Prochaska Bartender/Waitress	2005-2008	Riley's 113 S. Main St., Wayne, NE 68787

5. Have you enclosed the required fingerprint cards and **PROPER FEES** with this application?
(Check or money order made payable to the **Nebraska State Patrol for \$38.00 per person**)

YES NO

↳ Check was sent on 05/19/2014 for the manager application of GO MIRAGE LLC (license # 075206). Fingerprints of manager Toninessa L. Prochaska are in files of Nebraska Liquor Control Commission

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

[Handwritten Signature]

Signature of Manager Applicant

Signature of Spouse **RECEIVED**

MAY 22 2014

ACKNOWLEDGEMENT

NEBRASKA LIQUOR CONTROL COMMISSION

State of Nebraska
County of Valmora

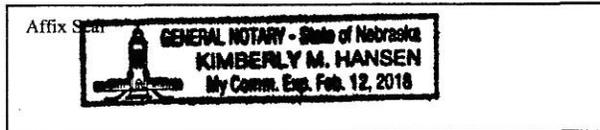
The foregoing instrument was acknowledged before me this

19 May 2014
date

by TONINESSA Prochaska
name of person acknowledged

[Handwritten Signature]

Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

Deb Finn
(402) 375-2288
County Clerk
510 N Pearl, Ste 5
Wayne, NE 68787

Return Service Requested



Acknowledgement & Verification of Registration

RECEIVED

MAY 22 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

Precinct: Fourth Ward
Polling Place: Party: NONP
Our Savior Lutheran Church Fellowship
Hall
421 Pearl
Wayne
Wayne Airport Authority

PSC District 4

Wayne County, State of Nebraska
3174595
Toninessa L Prochaska
302 W 2nd
Wayne, NE 68787

CERTIFICATE OF ORGANIZATION OF

GCSR L.L.C

A Nebraska Limited Liability Company

RECEIVED

MAY 22 2014

NEBRASKA LIQUOR
CONTROL COMMISSION

First: The name of the Limited Liability Company is : GCSR L.L.C

Second: The street and mailing address of the Limited Liability Company's initial designated office in the State of Nebraska is:

1034 N. Main Street, Wayne, NE 68787

Third: The name of the initial agent for service of process of the company is Gurkan Ozenci and his street, mailing address and post office box number if any is:

1034 N. Main Street, Wayne, NE 68787

Fourth: The Limited Liability Company shall be managed by managers elected pursuant to the company's operating agreement

Fifth: The initial Manager of the company is : Gurkan Ozenci

Sixth: The purpose of Limited Liability Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Nebraska.

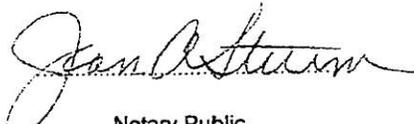

Gurkan Ozenci, Organizer

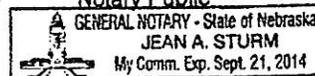
STATE OF NEBRASKA)

COUNTY OF WAYNE) ss.

Before me, an officer duly authorized by the laws of the State of Nebraska to take the acknowledgments of deeds, personally appeared Gurkan Ozenci known to me to be the Organizer referred to in the foregoing Certificate of Organization, and acknowledged the execution thereof.

Witness my hand and seal this 25 day of March, 2014


Notary Public



GCSR LLC dba DOLLAR PLUS – Inventory List

Tobacco
Soft Drinks
Seasonal items
HBA
HBA Peggable
Party
Food (prepacked)
Pet supplies
House Wares
Plastics
Paper products
Jewelry
Toys
Baby
Chemical Cleaning
Cosmetics
Hardware
Candles and Gift
Craft
Stationary
Soft Lines
Flowers
Pharmaceuticals
Novelties
Sewing Impulse
clothing
home décor

RECEIVED

MAY 22 2014

**NEBRASKA LIQUOR
CONTROL COMMISSION**

RESOLUTION NO. 2014-56

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, APPROVING A REDEVELOPMENT PLAN AS CONTAINED IN A REDEVELOPMENT CONTRACT; MAKING FINDINGS WITH REGARD TO SUCH PLAN AND APPROVING OTHER ACTION THEREON.

WHEREAS, the City of Wayne, Nebraska a municipal corporation has determined it to be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2012, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, The City has previously declared an areas of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, The Community Redevelopment Authority of the City of Wayne, Nebraska (the Authority) has prepared a Redevelopment Plan as contained in a Redevelopment Contract pursuant to Section 18-2111 of the Act:

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Wayne, Nebraska:

1. The Redevelopment Plan as contained in the Redevelopment Contract in the form attached to this Resolution as Exhibit A is hereby determined to be feasible and in conformity with the general plan for the development of the City of Wayne as a whole and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act;

2. The Mayor and City Council specifically find, as follows:

(a) The project described in the redevelopment contract and plan attached thereto, would not be economically feasible without the use of tax-increment financing;

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

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

3. Approval of the Redevelopment Plan is hereby approved, ratified and affirmed and the Authority is hereby authorized to execute the Redevelopment Contract and implement the Redevelopment Plan in accordance with the Act, with such amendments and revisions as are appropriate.

4. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property described herein, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be determined in the Redevelopment Contract or resolution providing for the issuance of tax increment revenue bonds related to the project as to the following described real estate, to wit:

Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska.

Said tax shall be divided, as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

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

5. The Mayor and Clerk are authorized and directed to execute and deliver to the County Treasurer and Assessor the Notice to Divide Tax with the appropriate description of real estate, as established pursuant to the Redevelopment Contract and Redevelopment Plan.

PASSED AND APPROVED this 1st day of July, 2014.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Exhibit A

FORM OF REDEVELOPMENT CONTRACT

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the 24th day of June, 2014, by and between the Community Redevelopment Authority of the City of Wayne, Nebraska (Authority) and The Jug Store, LLC, a limited liability company, (hereafter, Developer).

WITNESSETH:

WHEREAS, the Authority is a duly organized and existing Community Redevelopment Authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and Authority to enter into this Redevelopment Contract, acting by and through its Chair or Vice Chair and members;

WHEREAS, the City of Wayne, Nebraska (the "City") , in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended (collectively the Act), has designated an area in the City described on the attached Exhibit A as a blighted and substandard area; and

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

WHEREAS, Authority and Developer desire to enter into this Redevelopment Contract for acquisition and redevelopment of the redevelopment area;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, Authority and Developer do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

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

Bonds" or "Series 2014 A Bonds" means the Authority's Community Redevelopment

Revenue Bonds (The Jug Store, LLC, Project) , Series 2014.

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

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

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

"Project Costs" means only costs or expenses incurred by Developer to acquire, clear and prepare the site for Project redevelopment, including utility extensions and costs preparing the redevelopment plan, pursuant to the Act, as set forth on attached Exhibit C.

"Redevelopment Contract" means this redevelopment contract between Authority and Developer dated June 24, 2014, with respect to the Project.

"Redevelopment Plan" means Exhibit B attached hereto as supplemented by this Redevelopment Contract and the attachments hereto, adopted by the Authority and the City pursuant to the Act, as amended from time to time.

"Resolution" means the Resolution of the Authority dated June 24, 2014, as supplemented from time to time, approving this Redevelopment Contract and providing for the issuance of the Bonds.

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

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Agency.

Authority makes the following representations and findings:

(a) Authority is a duly organized and validly existing community Redevelopment Authority under the Act;

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

(c) The Redevelopment Contract is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act;

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

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

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

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

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

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

Section 2.02 Representations of Developer.

Developer makes the following representations:

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

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

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

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

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

ARTICLE III

OBLIGATIONS OF THE AUTHORITY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby includes in the Redevelopment Plan a provision that any ad valorem tax on real property in the Project for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act. The effective date of this provision shall be January 1, 2015.

Section 3.02 Issuance of Series 2014 A Bonds.

Authority on or about June 15, 2014, will issue its Series 2014 A Bonds in the aggregate principal amount of approximately \$210,000.00, but not in any event in an amount allowable Project Costs, which shall be payable in accordance with the resolution of the Authority authorizing its issuance, bearing interest at Six percent (6.0%) per annum (Series 2014 A Bonds). The Series 2014 A Bonds shall be limited obligations of the Authority, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore. Authority shall have no obligation to find a purchaser for the Series 2014 A Bonds.

Section 3.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Authority will pledge the TIF Revenues as Security for the Bonds.

Section 3.04 Grant of Proceeds of Bonds.

Authority will grant 100% of the proceeds from the Series 2014 A Bonds secured by a pledge of the TIF Revenues as contemplated in Section 3.02 above, to Developer for the purpose of paying Project Costs.

Section 3.05 Creation of Fund.

Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay Bonds issued pursuant to Sections 3.02 above.

Section 3.06 Perform Obligations of Redevelopment Plan.

Authority will perform, or provide for the performance, in a timely manner, of all obligations to set forth in the Redevelopment Plan required to be performed by the Authority or City, as provided in this Redevelopment Contract, and attached Exhibit B.

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01 Construction of Project; Insurance.

Developer will acquire and prepare the site and construct a 12,500 square foot food service establishment with on and off site liquor sales and provide for the installation of all equipment necessary for the operation of the facility as shown on Exhibit B 1 attached hereto, according to the plans and specifications provided by the Developer to the City and Authority. This agreement does not bind the city to issue any liquor license or any other licenses required for the operation of such facility.

Section 4.02 Purchase of Series 2014 A Bonds.

Developer will purchase the Series 2014 A Bonds or provide for the purchase of the Series 2014 A Bonds at 100% of their par value, immediately upon issuance thereof.

Section 4.03 Non Discrimination .

Developer agrees and covenants for himself, his successors and assigns that as long as any Bonds are outstanding, he will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability marital status or receipt of public assistance in connection with the Project. Developer, for himself and his successors and assigns, agrees that during the construction of the Project, Developer will not discriminate

against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Developer will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Pay Real Estate Taxes.

Developer intends to, but is not specifically obligated to, create a taxable real property base attributable to the Project of \$1,176,000.00 no later than as of January 1, 2015. During the period that any Bonds are outstanding, Developer will (1) not protest a real estate property valuation on the Premises of \$1,176,000.00 or less; (2) not convey the Premises or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; and (3) cause all real estate taxes and assessments levied on the Premises to be paid prior to the time such become delinquent during the term that any Bonds are outstanding.

Section 4.05 Payment in Lieu of Taxes.

Developer shall pay to the Authority the sum of \$24,000 less the amount of TIF Revenues received by the Authority for tax year 2015 (paid prior to delinquency in 2016) and shall pay annually thereafter and continuing through tax year 2029 (to be paid prior to delinquency), the sum of \$24,000 less the amount of TIF Revenues received by the Authority for each such tax year. The tax payment of the year 2029 shall be paid prior to December 31, 2029 and shall be allocated to the payment of the bond. Developer shall pay amount within 30 days of receipt of written notice from the Authority. This payment in lieu of obligation may be represented by a note or other evidence of indebtedness, at the request of the Authority.

Section 4.06 Reimbursement of Costs.

Developer will reimburse the City and Authority for all costs incurred for legal expenses and costs of bond issuance regarding this contract and the Redevelopment Plan, upon approval by the City Council, in an amount not to exceed \$12,000.00.

Section 4.07 Additional Signatures.

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

Section 4.08 Federal Immigration Verification System.

The Redeveloper agrees that Redeveloper and any contractor for the improvements to be reimbursed as a part of the Project shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.R.S. 2012) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of §4-114, R.R.S., 2012.

Section 4.09 Penal Bond.

Pursuant to § 18-2151 of the Act, Redeveloper shall furnish or cause to be furnished to the City, prior to commencement of construction of the Redevelopment Project Improvements, a penal bond in an amount of Five Thousand and No/100 Dollars (\$5,000) with a corporate surety authorized to do business in the State of Nebraska. Such penal bond shall be conditioned upon the Redeveloper at all times making payment of all amounts lawfully due to all persons supplying or furnishing the Redeveloper, the Redeveloper's contractor, or his or her subcontractors who performed labor or applied materials performed or used in the prosecution of the Private Improvements. Proof of such penal bond shall be supplied to the City prior to the start of construction of the Redevelopment Project Improvements.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

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

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Developer.

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

Section 6.02 Additional Remedies of Agency.

In the event that:

(a) Developer, or its successor in interest, shall fail to substantially complete the construction of the Project on or before December 31, 2015, or shall abandon construction work

for any period of 90 days; or (b) Developer, or its successor in interest, shall fail to pay real estate taxes or assessments on the Premises or any part thereof or payments in lieu of taxes pursuant to Section 4.05 when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the Authority made for such payment, such event shall be deemed a failure to perform under this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to the Developer pursuant to Section 3.04 of this Redevelopment Contract, plus interest as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Developer to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Developer demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Developer of its obligation to pay real estate taxes or assessments or payments in lieu of taxes with respect to the Project.

In the event that any utility extension project or paving, including storm drain system work to be assessed to properties in this redevelopment area is intended to be paid for with Tax Increment Financing Funds, then said projects only, shall be required to go through the public bidding process.

Section 6.03 Remedies in the Event of Other Developer Defaults.

In the event Developer fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), Developer shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right or rescission or termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

Section 6.04 Enforced Delay Beyond Party's Control.

For the purposes of this Redevelopment Contract, neither party, as the case may be, nor any successor shall be in breach of or in default in its performance of obligations within its control, when and without its fault, a default in such obligation occurs caused by acts of God, or Government, or in the event of enforced delay in the project due to unforeseeable causes beyond the control of the parties or either of them, including fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority or of Developer with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the

benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 6.05 Limitation of Liability; Indemnification.

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

Developer will indemnify and hold each of the Authority and the City and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Developer, whether or not related to the Project, or resulting from or in any way connected with the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

EXHIBIT A

Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska.

EXHIBIT B

DESCRIPTION OF PROJECT AND DEVELOPERS REDEVELOPMENT PLAN FOR THE JUG STORE FACILITY

OVERVIEW:

This plan is intended to redevelop an area within the City of Wayne, which has been declared blighted and substandard within the meaning of the Community Development Law of the State of Nebraska.

This redevelopment will redevelop the real estate shown on Exhibit A to the Redevelopment Contract. Developer will purchase and over excavate and fill the site to prepare the same for redevelopment. Thereafter, the Developer will construct a 12,500 square foot commercial structure on the site intended to be used as a food service establishment with on and off sale liquor. This project is one that, subject to assistance from the Authority, will result in the construction of a new sports bar and grill, with a portion of the premises dedicated to off sale liquor. The Project includes all necessary equipment. Total Project cost will exceed 2,000,000.00.

The Developer will not develop this project in the project area without the benefit of tax increment financing. The costs of site acquisition and preparation and construction of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. The Developer has reviewed the economic data, including the separate costs allocable to site acquisition and preparation, and has determined that it is not economically feasible to build the facility without the use of tax-increment financing. The Developer proposes that the Community Redevelopment Authority issue a bond to be repaid from the incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date of January 1, 2015. The Developer will use the proceeds of the bond to assist in reimbursement of site acquisition and site preparation.

THE REDEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates no change in current land use. Currently the real estate is unimproved but is zoned for commercial use.

This plan provides for a public/private partnership to provide development of a new commercial enterprise providing a sports bar with a rustic themed steakhouse atmosphere. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the area affected by this plan.

2. Relationship of Plan to Local objectives for improved traffic flow and public utilities in plan area: This plan contemplates no relocation of the existing street access. The site is currently served by city utilities.
3. Relationship of Plan to Local objectives for community facilities: This plan is part of a redevelopment scheme that will enhance the commercial activity in the area.
4. Redevelopment project boundaries: Exhibit B1 to the Redevelopment Contract shows the boundaries of the project.
5. Proposed land use plan: Exhibit B1 also shows the proposed land use plan after redevelopment.
6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain unchanged for the area as no new residences will be created. Building coverage will increase as shown on Exhibit B1.
7. Statement regarding change in street layouts: This Plan proposes no changes in the streets abutting the project.
8. Site plan after redevelopment: Exhibit B1 is an accurate site plan of the redevelopment project after redevelopment.
9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: No additional public utilities required to support the proposed use.
10. Public cost/benefit analysis: This plan requires that the Developer will acquire the Project Site and construct a sports bar and grill with an attached liquor store in the project area.

The Developer will provide all financing for the project except that provided by the City of Wayne. TIF Bonds shall not be backed by the City or the Authority, and will only be repaid from the increased ad valorem tax stream created by the project rehabilitation, over a 15 year period commencing January 1, 2015. All ad valorem taxes currently being paid by the facility will continue to be paid to the normal taxing authorities, including the school district, the City of Wayne, and Wayne County, subject to current valuation adjustment. After the 15-year TIF period, the increased taxes will also be paid to the normal taxing authorities.

No employers in the redevelopment area will be impacted as there are no such employers. The project will create temporary construction jobs and an estimated 30 full and part time employees after completion. No tax shifts are contemplated. No new community facilities will be required or impacted. Sales tax will increase slightly as a result of the project based on sales. After the division of taxes pursuant to Neb. Rev. Stat. 18-2147, the tax impact on the real estate ad valorem taxes is estimated to increase by approximately \$20,000 for all taxing entities. No other impacts have been identified.

11. Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the redevelopment project specified in the plan, namely the property described on Exhibit A to the Redevelopment Contract, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date will be established in the Redevelopment Contract related to the project. Said taxes shall be divided as follows:

a. That portion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds, of each such public body in the same proportion as all other taxes collected by or for the bodies; and

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

Exhibit B-1

(attach copy of site map)

Exhibit C

(Project Eligible Expenses)

Site Acquisition	\$105,000
Site Development	\$175,200
Legal fee	\$ 12,000
Total	\$292,200



**Economic Development
Chamber ■ Main Street**

June 19, 2014

Lowell Johnson
City Administrator
306 Pearl Street
Wayne, NE 68787

RE: Sales Tax Advisory Committee – recommendations for Hefti Trucking (\$50,000)

Dear Lowell,

The Sales Tax Advisory Committee met on June 12 and reviewed an application to Wayne's Economic Development Program fund.

The committee recommended approving a request by Hefti Trucking for a \$50,000 loan to rebuild a building destroyed by the Oct 4, 2013 tornado. This property/building is located in the Wayne Business Park at 1705 Industrial Way. Terms of the loan requested and recommended include 15 years at 0% interest.

Using its "LB 840 Application Review" matrix, the committee scored the project with the following: *Doesn't Meet* scored 32; *Doesn't Meet/Somewhat Meets* scored 5; *Somewhat Meets* scored 7; *Somewhat Meets/Meets* scored 3; and *Meets* scored 9. This scoring is used for deliberation only. The committee does not use a raw number threshold to recommend projects to the City Council.

Please convey this recommendation to the members of the City Council so necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Wes Blecke".

Wes Blecke
Executive Director

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

Application Number:
Date Received 6/2/14

LB840 (form approved 073109) 20 14

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION
Applicant Name <u>Rodney Hefti</u>	Name/Business <u>Hefti Trucking</u>
Mailing Address <u>1011 Poplar</u>	Address <u>1705 Industrial Way</u>
<u>Wayne</u> NE <u>68787</u>	<u>Wayne</u> NE <u>68787</u>
(City) (State) (ZIP)	(City) (State) (Zip)
Telephone Number <u>402-375-2157</u>	Telephone Number <u>402-369-0954</u>
Fax Number <u>N/A</u>	Federal Tax ID # / SS# <u>47-0621431</u>
Federal Tax ID Number	
Email Address <u>heftihouse@hotmail.com</u>	Email Address <u>heftihouse@hotmail.com</u>
3. BUSINESS TYPE	5. FUNDING SOURCES
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____	WEDP Funds Requested \$ <u>50,000</u> Matching Funds \$ <u>14,900</u> Other Funds \$ <u>37,000</u> Total Project Funds \$ <u>101,900</u> <i>(Round amounts to the nearest hundred dollars.)</i>
4. ASSISTANCE TYPE REQUESTED	
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other _____	

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

The building used to keep the truck in, do maintenance work and store supplies was damaged beyond repair in the October 4, 2013 tornado. The building needs to be replaced. See Part III

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

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

<u>Rodney Hefti</u> Signature in ink	<u>Rodney Hefti</u> Typed Name and Title	<u>6-2-14</u> Date Signed
<u>[Signature]</u> Attest	<u>Wes Blecker, ED for WAEED</u> Typed Name and Title	<u>6/2/14</u> Date Signed

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

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

PART II. FUNDING SUMMARY
(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.					
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity <i>Replace bldg after tornado</i>	<i>50,000</i>	<i>14,900</i>	<i>37,000</i>	<i>101,900</i>	<i>37,000 ins \$ 14,900 out of pocket</i>
TOTAL PROGRAM COSTS	<i>50,000</i>	<i>14,900</i>	<i>37,000</i>	<i>101,900</i>	

APPLICANT CERTIFICATIONS

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

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

By: *Rodney Heble* Date: *6-2-14*

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

By: _____ Date: _____

Attest *[Signature]* *Wes Blecker / ED for WPEI* *6/2/14*
 Typed Name/Title Date

PART III. PROJECT DESCRIPTION AND IMPACT

On separate sheets of paper, provide any additional information (such as jobs to be created, collateral assignments, community impact, etc.) and enclose with this application form.

Submit the original and one copy of the application form and all application materials.
DO NOT BIND, FOLD, OR STAPLE

After removing the building and cement floor it was discovered that the dirt was black gumbo. Four foot of the black gumbo had to be removed and replaced with clay to meet compaction standards.

Hefti Trucking began business in Wayne October 28, 1979. We primarily haul grain. On January 1, 1991 we purchased the building at 1705 Industrial Way, after renting a building at another location for the business.

Hefti Trucking purchases fuel and supplies in Wayne as much as possible.

Hefti Trucking

Tornado Related Expenses

10/8/2013	Gill Hauling	13.86	
10/23/2013	Gill Hauling	316.64	
11/2/2013	Gill Hauling	8.19	
11/2/2013	Mid Plains Grain	7.00	(scale chg)
11/24/2013	Gill Hauling	100.00	
11/26/2013	Casey's General Store	70.45	(pickup gas for debris removal)
5/19/2014	S+V Excavation	6,708.50	(building dirt removal work)

Total

7,224.64

New Building 91,400
12/2013 Down Pymt 18,300
73,100

Beiermann Electric 8,000
Spethman Plumbing 2,500
83,600

Insurance Monies 37,000
46,600

Unknown Miscellaneous Expenses ?

Including bathroom + fixtures
storage room
loft for storage

Gill Hauling, Inc.
 1364 143rd & Hwy 20
 P.O. Box 128
 Jackson, NE 68743
 Phone (402) 632-9273

10-28-13

Invoice

Date	Invoice #
10/23/2013	195543

Bill To
ROD HEFTI 1011 POPLAR WAYNE, NE 68787

We Accepting Visa, Mastercard, and Discover. If paying by Visa or Mastercard please fill out information below and return. Thanks.

Please Apply \$ _____ to my
 VISA ___ M/C ___ DISCOVER ___
 ACCT # _____

Expiration Date: _____
 Three Digit # on back of Card _____
 Zip code where Credit Card Bill Goes _____
 Signature _____

P.O. No.	Terms
ROLLOFF-SHOP	DUE BEFORE THE 25TH

Quantity	Description	Rate	Amount
1	HAULING OF REFUSE IN ROLLOFF CONTAINERS	190.00	190.00
1.77	TONS OF REFUSE	32.00	56.64
1	FOR DELIVERY OF CONTAINER	70.00	70.00

Total	\$316.64
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THERE IS A SERVICE CHARGE OF 1.5% PER MONTH ON ALL ACCOUNTS OVER 30 DAYS WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%

GILL HAULING ALSO OFFERS DIRECT PAYMENT FROM YOUR CHECKING OR SAVINGS ACCOUNT IF INTERESTED PLEASE CALL US TO SEND YOU A FORM AT 402-632-9273 OR 866-633-9336

Gill Hauling, Inc.
 1364 143rd & Hwy 20
 P.O. Box 128
 Jackson, NE 68743
 Phone (402) 632-9273

DD
11-5-13

Invoice

Date	Invoice #
10/8/2013	W-1003

Bill To
ROD HEFTI 1011 POPLAR WAYNE, NE 68787

We Accepting Visa, Mastercard, and Discover. If paying by Visa or Mastercard please fill out information below and return. Thanks.

Please Apply \$ _____ to my
 VISA _____ M/C _____ DISCOVER _____
 ACCT # _____

Expiration Date: _____
 Three Digit # on back of Card _____
 Zip code where Credit Card Bill Goes _____
 Signature _____

P.O. No.	Terms
	DUE BEFORE THE 25TH

Quantity	Description	Rate	Amount
0.22	PER TON FOR TRANSFER STATION	63.00	13.86

HELENA CHEMICAL COMPANY
 110 South Windom St.
 Wayne, NE 68787
 402-375-1527

22

Date 10-7-13

Name Hefti Trucking

*1011 Poplar
 Wayne, NE
 68787*

Weigher L Carollo

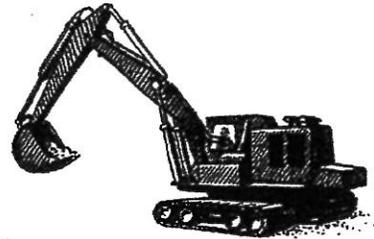
INBOUND 20360 J
 LOOP ID 475
 10-07-13 3:12PM
 10-07-13 3:35PM
 LOOP ID 475

20360 15 GROSS \$
 19820 15 TARE
 440 15 NET

\$13.86
 PAYS WHICH
 CHECKING
 YOU A



S & V EXCAVATION LLC



Invoice Date: May 19, 2014

Hefti Trucking
 c/o Rod Hefti
 1011 Poplar Street
 Wayne Ne 68787

S & V Excavation LLC
 809 Logan Street
 Wayne NE 68787
 402-369-0671

QUANTITY	FALL OF 2013	TOTAL
4 Hours	Excavation to remove remainder of building after October 4, 2013 tornado. @ \$145.00/hour	\$580.00
3 1/4 Hours	Excavation to remove cement and footing @ \$145.00/hour	\$471.25
2 3/4 Hours	Side dump use to remove cement from premises @ \$100.00/hour	\$275.00
	SPRING OF 2014	
	<i>Loading and hauling away of non-packable dirt (25 loads)</i>	
6 1/4 Hours	Side dump use @ \$100.00/hour	\$625.00
4 1/4 Hours	Excavation @ \$145.00/hour	\$616.25
	<i>Loading and hauling of dirt to meet compaction specks (32 loads)</i>	
9 1/2 Hours	Side dump use @ \$100.00/hour	\$950.00
5 1/2 Hours	Excavation @ \$145.00/hour	\$797.50
10 1/2 Hours	Maintainer to level dirt @ \$135.00/hour	\$1,417.50
8 Hours	Packer used to pack dirt to meet compaction specks @ \$50.00/hour	\$400.00
576 Yards	Dirt purchased @ \$1.00/per load	\$576.00
	Balance Due:	\$6,708.50

PK up for
 Debris Removal to
 Transfer Station at
 Land fill

Casey's General
 Store #2738
 87 E 7th ST
 Bayne, NE 68787

Date 01/26/2014
 Time 08:37

#####8068

Imp Gallons Price
 25 22.300 \$ 3.159

Product Amount
 SUPER \$ 78.45

Total Sale \$ 78.45

ILE - Card Swiped
 Auth # 687481
 Arch #
 Approved 687481

Thank You !!!
 Please Come Again.
 402-833-8998

RECEIVED FROM <u>Hedge Landfill</u>		DATE <u>1-24-14</u>	NO. <u>130310</u>
FOR RENT <u>One hundred & 10/100</u>			\$ <u>100.00</u>
FOR <u>Transfer Truck deposit</u>			DOLLARS
<input type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	<input type="radio"/> ACCOUNT <input type="radio"/> PAYMENT <input type="radio"/> BAL. DUE	FROM <u>Paul</u> TO _____	BY <u>Dave</u>

Garbage
 11-2-13
 Scale charge 7.00
 Transfer Station 8.19
 \$ 15.19

RESOLUTION NO. 2014-57

A RESOLUTION ACCEPTING AND APPROVING PROPOSAL WITH JEO CONSULTING GROUP, INC., FOR PROFESSIONAL SERVICES RELATING TO THE CONCEPTUAL PHASE FOR THE AQUATIC CENTER PROJECT.

WHEREAS, the Wayne City Council is desirous of entering into an agreement with JEO Consulting Group, Inc., for professional services relating to the conceptual phase for the "Aquatic Center Project;" and

WHEREAS, a proposal has been requested and received by staff from JEO Consulting Group, Inc. to provide conceptual phase services for a proposed aquatic center for the City; and

WHEREAS, the fee to complete the services provided for in the proposal shall be billed on an hourly basis, not to exceed a maximum amount of \$19,500; and

WHEREAS, staff recommendation is to accept said proposal of JEO Consulting Group, Inc.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the proposal submitted by JEO Consulting Group, Inc., for the conceptual phase for the "Aquatic Center Project" be accepted as recommended, and the City Administrator and/or Mayor/Council President is authorized and directed to execute the proposal for said professional services on behalf of the City.

PASSED AND APPROVED this 1st day of July, 2014.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



June 10, 2014

Lowell Johnson
City of Wayne, Nebraska
306 Pearl Street
Wayne, NE 68787

RE: Aquatic Center Conceptual Phase, Wayne, Nebraska
JEO Project No. 130404.00

Dear Lowell,

Thank you for the opportunity to submit this proposal related to providing professional services to the City of Wayne (Client) by JEO Consulting Group, Inc. (Engineer) to provide conceptual phase services for a proposed aquatic center for the City. We appreciate your confidence in our team to complete this project.

What follows is our understanding of the project and a scope and fee proposal to complete the requested professional services. Please accept this letter form proposal as our understanding of the PROJECT DESCRIPTION, our proposed SCOPE OF SERVICES and TERMS AND CONDITIONS. If in your review of this proposal you find we misunderstood your needs, please feel free to contact us so we can make the appropriate modifications.

Following the completion and approval of the scope of services provided for in this agreement, JEO will prepare a separate proposal to provide Preliminary Design, Final Design, Bidding and Negotiation, Construction Services & RPR, and Post Construction Phase Services for this project. We will work with you during the preparation of this follow-up proposal to identify the appropriate level of scope of services to meet your specific needs along with negotiating fees for the necessary services going forward.

PROJECT DESCRIPTION:

The City of Wayne has formed a pool committee to evaluate the potential for constructing an aquatic center within the City. JEO would assist the pool committee with soliciting feedback from the public and governmental agencies, facilitate pool committee meetings, assist at a public town hall meeting, finalize a conceptual design, assist with the development of a funding plan, prepare marketing materials, and facilitate a capital campaign process. The following scope of services are broke into the six (6) major categories as described in JEO's Pool Committee Process packet.

SCOPE OF SERVICES:

Conceptual Phase:

Governmental Relations: - \$5,000.00

1. Attend and facilitate up to six (6) pool committee meetings (one per month).
2. Assist with pool committee processes, timelines, and expectations for a bond referendum vote.

JEO CONSULTING GROUP INC

3. Attend one (1) City Council meeting to provide updates and answer questions related to the approval of a bond referendum.

Public Participation: - \$1,250.00

1. Assist with the development of survey questions to gauge the public's interest and priorities.
2. Tabulate the survey results and provide recommendations to the pool committee.
3. Attend one (1) public town hall meeting to present the final results of the conceptual phase process.

Project Vision: - \$2,250.00

1. Assist the pool committee with the selection of one (1) final proposed site.
2. Assist the pool committee with the selection and size of final proposed amenities including, but not limited to zero entry, lap lanes, diving well, slides, toddler accessories, fountains, splash pad, and concessions.
3. Prepare one (1) final conceptual site plan illustrating the final proposed aquatic center layout upon selection by pool committee.
4. Prepare one (1) final realistic 3D architectural colored rendering of the final selected proposed aquatic center and amenities.
5. Prepare a detailed engineer's opinion of probable cost including line item estimates for major construction items.

Funding Plan: - \$1,250.00

1. Utilize the projected attendance rates in conjunction with average user fees to project potential revenue for the facility.
2. Calculate projected operation and maintenance expenses for the facility.
3. Investigate potential sources of capital including bonds and grants.
4. Assist the City with preparing a final funding plan that addresses the initial capital expense and the long term operation and maintenance costs. The funding plan shall consider a blend of the following sources of revenue:
 - a. Property taxes
 - b. Sales tax
 - c. Capital campaign
 - d. Grants
 - e. City reserves or general funds
5. If needed, recommend the assistance of a 3rd party public finance firm to assist with funding projections.

Bond Referendum: - \$1,250.00

1. Assist with the development of a handout packet that highlights the project vision, value statements, conceptual site layout, and realistic 3D renderings.
2. Provide three (3) prints of the realistic 3D rendering printed on 22"x34" and matted on foam board.

Capital Campaign: - \$8,500.00

1. Assist City personnel in the nomination of a campaign committee chairperson.
2. Assist the chairperson with the development of a committee recruitment process.
3. At one (1) meeting, assist the committee in the development of campaign goals

including:

- a. Timetable
 - b. Size of campaign
 - c. Pledge levels
4. Assist the committee in the development of a list of potential large donors (individuals, businesses, foundations).
 5. With the direction of the committee, "Make the Case" for the project and prepare marketing materials, handouts, and pledge cards.
 6. At one (1) meeting, provide a 2-hour training seminar to the committee members on how to meet and interact with potential donors.
 7. Prepare marketing materials tailored to a public campaign.
 8. Assist with the development of an online public campaign.
 9. Assist with the facilitation of a calling tree campaign including:
 - a. Facilitate a "friendly competition" process.
 - b. Assist with the recruitment process for team leaders.
 - c. At one (1) meeting, provide a training seminar to team leaders on the campaign process.
 - d. At one (1) meeting, provide assistance at a calling tree event.

Preliminary Design Phase: To Be Negotiated

Final Design Phase: To Be Negotiated

Bidding and Negotiation Phase: To Be Negotiated

Construction Services and RPR Phase: To Be Negotiated

Post Construction Phase: To Be Negotiated

Items excluded from the scope of services:

1. Evaluation of debt capacity or levy impacts resulting from bonding of any improvements.
2. Any survey, geotechnical, or other material explorations.
3. Any permitting, design, bidding, or construction services.
4. Securing pledges from potential donors

Items that can be provided by JEO as an additional service if requested:

1. Attendance at additional meetings.

TERMS AND CONDITIONS:

Fee: The fee to complete the services provided for in this proposal shall be billed on an hourly basis not to exceed a maximum amount of \$19,500.00.

Terms:

JEO shall not proceed with Preliminary Design, Final Design, Bidding and Negotiation, Construction Services & RPR, and Post Construction Phase Services for this project until a new agreement is entered into between the City of Wayne and JEO.

The following reimbursable expenses are included in the lump sum fee: Mileage expenses, meals, lodging, copies, large format prints/copies, phone calls, and faxes.

The scope of services contained within this agreement shall be completed within 240 days and has been proposed with the anticipation of a bond referendum vote in November of 2014. If the Scope of Services covered by this Agreement has not been completed by May 1, 2015, through no fault of JEO, extension of JEO's services beyond that time shall be compensated as additional services.

JEO will carry general and professional liability insurance during the project to cover our negligent acts, errors, or omissions. We will invoice monthly for services to date. Invoices are due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1% per month). Payments will be credited first to interest, then principal

This proposal represents the entire understanding between Client and Engineer in respect to the Project and may only be modified in writing and signed by both parties. This agreement may be terminated by either party at any time. Any additional services shall be on the standard hourly billing rates for JEO Consulting Group.

If the scope and fee presented in this letter is agreeable with your understanding of this project, please execute the proposal by signing and dating below and returning one executed copy back to JEO. If you have any questions concerning this letter, or if you need anything further from us at this time, please call me at (402) 934-3680.

Sincerely,



Lucas C. Billesbach, PE
Department Manager

Accepted this _____ day of _____, 20____.

By _____
Owner / Title

Billing Address

City State ZIP

Phone Number Cell Phone Number