

**AGENDA
CITY COUNCIL MEETING
December 20, 2011**

5:30 Call to Order

1. [Approval of Minutes – December 6, 2011](#)

2. [Approval of Claims](#)

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

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

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

3. [Action on Request of the Wayne Rotary Club to Apply for a Rotary Foundation Grant to be used to Purchase Additional Benches for the Wayne Walking Trail and to Approve Supplying City Labor to Help Install the Benches if the Grant Application is Successful — Darrel Miller and Dan Rose](#)

Background: When Phase 1 of the trail was built in 2004, the long-range plan was to enhance it with landscaping, educational signage and benches. The Boy Scouts donated two aluminum park benches and former City Administrator Joe Salitros donated two granite park benches. This proposal from the Wayne Rotary Club will add five more aluminum benches. Our City crew helped install the existing four benches that were donated and will assist with the Rotary benches as well. The benches will be set along the trail on concrete slabs at locations approved by our park staff. The cost of the concrete is also included in the Rotary Club donation.

Recommendation: Permission is required for organizations to install improvements on city owned property. The recommendation of Todd Hoeman, Street Foreman, is to accept the Rotary Club donation and help install the benches.

4. [Recess](#)

a. [Convene as Community Development Agency](#)

b. [Approve Minutes – December 6, 2011](#)

c. [Consideration and Adoption of CDA Res. 2011-4 Recommending Approval of Second Amended Redevelopment Plan/Contract for Northeast Nebraska Investors, LLC, a Nebraska Limited Liability Company \(Amending Effective Date from January 1, 2011 to January 1, 2012\)](#)

Background: This action will reset the 14-year clock to begin in 2012 for the collection of real estate taxes for the Tax Increment Financing on the new Cobblestone Hotel Project. The reason for the one-year delay was because with the number of local investors, it took longer than expected to comply with State and Federal regulations for securities.

Recommendation: The recommendation of Nancy Braden, Finance Director, is to approve the amendment.

d. [Action on Request to Consider Granting Lot 1 of Kardell Industrial Park No. 2 Subdivision, Wayne County, Nebraska \(6.5 acres\) to Wayne Area Economic Development](#)

Background: One of the reasons for the long-term success of Wayne Industries' business developments here is that they have tried to have at least one vacant building available for businesses starting up, expanding or relocating. At the 2006 Wayne Industries' annual retreat, one of the goals in the Strategic Plan was to construct a speculative building to be readily available for a new business. An original construction budget was prepared to secure a \$250,000 Nebraska Department of Economic Development Grant to build an "Opportunity Building" on 6.5 acres. The plan allowed Wayne Industries and the City to forgive up to \$150,000 of the State's \$250,000 assistance and grant the cost of the land with the building, if needed, to make the total cost competitive to business prospects. This is the same deal that was offered last year to the California meat processing company that ended up locating in Scottsbluff. Wayne was one of two finalists for a location of that company.

Recommendation: The recommendation of the Wayne Business and Industry Board and Wes Blecke, Wayne Area Economic Development Director, is to grant the cost of the land in the sale of the opportunity building.

e. [Action on Purchase Agreement from Williams Form Engineering to Purchase the Opportunity Building and Land for \\$225,000 to Expand an Existing Metal working Business to the Wayne Location](#)

Background: Williams Form Engineering Company officials have been here several times looking for a Northeast Nebraska location to expand their metal and rod fabrication company production. They purchase a lot of stock from Nucor Steel and fabricate specialty parts for wind turbines, cell towers, etc. Williams plans to start production here in the spring and will need to fill about 10 job positions.

Recommendation: Wes Blecke and the Wayne Area Economic Development Board have put together the purchase package with Williams and recommend approval of this agreement. We just met with Williams a final time on December 13th, and the draft agreement is still being finalized. We will email it to you on Monday for your review. We apologize for the short time line on this matter.

f. Action to Release any Liens on Lot 1 of Kardell Industrial Park No. 2 Subdivision, Wayne County, Nebraska (6.5 Acres)

Background: This action will provide clear title, other than the performance requirements of the grant and of this sale, to the purchaser.

g. Adjourn CDA and Reconvene as Council

5. Public Hearing: Second Amended Redevelopment Plan/Contract for Northeast Nebraska Investors, LLC, a Nebraska Limited Liability Company (Advertised Time: 5:30 p.m.)

Background: This action mirrors the prior action of the CDA to reset the 14-year clock to begin in 2012 for the collection of real estate taxes for the Tax Increment Financing on the new Cobblestone Hotel Project.

6. Resolution 2011-93: Approving Second Amended Redevelopment Plan/Contract for Northeast Nebraska Investors, LLC, a Nebraska Limited Liability Company

Recommendation: The recommendation of Nancy Braden, Finance Director, and Lowell Johnson, City Administrator, is to approve the amendment to the TIF agreement.

7. Action on Request of Wayne Industries, on behalf of Williams Form Engineering, that \$150,000 of the \$250,000 CDBG Funds Originally Used for the Construction of the Opportunity Building be Granted to the Company for the Purchase of the Building

8. Action on Memorandum of Understanding with Williams Form Engineering

Background: The \$250,000 Nebraska Department of Economic Development award to Wayne consisted of a \$150,000 grant to the City of Wayne and a \$100,000 loan to be repaid to the State upon the sale of the Opportunity Building. There are additional terms of the \$250,000 award to the City, such as job creation that must be passed on to the company that purchases the property. The terms of the \$250,000 NDED grant/loan award to Wayne are transferred on in this MOU. This MOU is not available at this time, but will be available after the attorneys review the same on Monday, and we will email it to you for your review.

Recommendation: This is a required action that we agreed to when we accepted the \$250,000 award three years ago.

9. Action on Temporary Encroachment Easement into Alley for McNatt Building which is Contingent Upon the Sale of the Property

Background: This building at 203 Main Street has been vacant for some years and is in the process of being sold. New State Fire Code requirements are now in effect that didn't exist the last time the building was open for business. A new rear fire escape stairway from the basement that runs parallel with the back wall of the building is now required. The back wall of the building is just a couple of feet from the edge of the city's 16-foot wide alley. To meet the width of the new Fire Code, the

new stairway must encroach about 8 inches into the city alley. That encroachment, as proposed, won't hinder traffic, snow removal or utilities.

Recommendation: The recommendation of Joel Hansen, Building Official, is to approve the requested temporary encroachment easement into the alley. We are proposing the time period of this easement be limited to the life of the existing building and not perpetual.

10. [Action on Trail Signage Grant Extension](#)

Background: Wayne was the recipient of a \$16,000 grant from the Nebraska Game and Parks Commission to develop and install educational signage along the Phase 1 trail to point out interesting local environmental plant, soil and stream points along Logan Creek. The signs are being constructed, but the installation of the posts into concrete along the trail will not happen until spring. This action approves a request from the City to extend the deadline of the project completion until spring.

11. [Ordinance 2011-32: Permitting ATV and Utility Vehicles on Public Streets with Certain Restrictions](#)

Background: Two years ago, the Nebraska Unicameral passed legislation to allow ATV's and Utility Vehicles on public roads and streets under certain conditions and only in cities where authorized by City Council action. The League of Nebraska Municipalities has prepared a draft ordinance that includes all of the conditions of the State Statutes. Recent City Council discussions have developed an informal consensus of additional safety conditions that Councilmembers have felt would be important for approval of ATVs and utility vehicles on Wayne streets. Attached is the League's draft ordinance, with the additional local conditions added in bold print and underlined.

12. [Resolution 2011-94: Accepting and Authorizing the Execution of an Agreement for Services with the Northeast Nebraska Economic Development District to Conduct an Environmental Review for the Siren Replacement Project](#)

Background: Anthony Lawrence is working on a grant to replace the sirens in Wayne. An environmental review must be undertaken for this, and NNEDD has submitted an agreement to do this for us for a sum of not to exceed \$1,500.

Recommendation: The recommendation of the City Administrator is to approve this agreement as proposed by NNEDD.

13. [Adjourn](#)

APPROVED AS TO FORM AND CONTENT:

Mayor

City Administrator

[Wayne Public Library Board of Trustees Minutes – October 4, 2011](#)

[Wayne Public Library Board of Trustees Minutes – November 8, 2011](#)

[Planning Commission Meeting Minutes – November 14, 2011](#)

December 6, 2011

The Wayne City Council met in regular session at City Hall on Tuesday, December 6, 2011, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Brian Frevert, Jim Van Delden, Jon Haase, Dale Alexander, Doug Sturm, Kaki Ley, and Jill Brodersen; City Attorney Mike Pieper; City Administrator Lowell Johnson and City Clerk Betty McGuire. Absent: Councilmember Kathy Berry.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on November 24, 2011, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Alexander, whereas the Clerk has prepared copies of the Minutes of the meeting of November 15, 2011, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved.

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

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ADMINISTRATIVE PROFESSIONAL, SU, 79.00; AIRCAD, INC., SE, 1810.50; AMERICAN BROADBAND, SE, 1050.00; AMERITAS, SE, 3189.75; APPEARA, SE, 216.06; AS CENTRAL SERVICES, SE, 448.00; BANK FIRST, FE, 360.00; BANK FIRST, RE, 880.00; BIG T ENTERPRISES, SU, 233.83; BLACK HILLS ENERGY, SE, 791.39; CITY EMPLOYEE, RE, 112.40; BOMGAARS, SU, 12.98; CITY EMPLOYEE, RE, 82.54; BROWN SUPPLY, SU, 324.86; CENTURYLINK, SE, 309.68; CITY OF NORFOLK, SE, 277.70; CITY OF WAYNE, SE, 40.00; CITY OF WAYNE, RE, 250.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, PY, 114168.82; CITY OF WAYNE, RE, 1150.00; CITY OF WAYNE, RE, 56.99; COMMUNITY HEALTH, RE, 6.00; CONTINENTAL FIRE SPRINKLER, SE,

525.00; CREDIT BUREAU SERVICES, RE, 187.36; DAVE'S UNIFORM CLEANING, SE, 72.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEREK ANDERSON, SE, 135.00; DIST COURT BURT COUNTY, RE, 300.00; DRT BIOSOLIDS, SE, 150000.00; DUTTON-LAINSON, SU, 869.50; EAKES OFFICE PLUS, SE, 38.26; ECHO GROUP, SU, 406.05; ELECTRIC FIXTURE & SUPPLY, SU, 125.09; ELLIS PLUMBING & HEATING, SE, 417.00; FIRST CONCORD GROUP, SE, 3834.32; FIRST NATIONAL INSURANCE, SE, 272.42; FLOOR MAINTENANCE, SU, 276.11; FORT DEARBORN LIFE, SE, 1444.06; FORT DEARBORN LIFE, SE, 106.64; GEMPLER'S, SU, 289.25; GERHOLD CONCRETE, SU, 106.45; GILL HAULING, SE, 133.00; GUARANTEE OIL, SU, 66.27; HACH COMPANY, SU, 776.54; HAUFF MID-AMERICAN SPORTS, SU, 783.20; HD SUPPLY WATERWORKS, SU, 721.56; CITY EMPLOYEE, RE, 37.07; HOLIDAY INN-DOWNTOWN, SE, 886.34; HOLIDAY LITES & TRIM, SU, 303.27; ICMA, SE, 11133.44; IRS, TX, 35826.57; JACK'S UNIFORMS, SU, 135.70; JAFF LTD, RE, 140.00; JEO CONSULTING GROUP, SE, 26732.19; JOHN'S WELDING AND TOOL, SU, 108.60; CITY EMPLOYEE, RE, 1304.66; KELLY MEYER, SU, 563.07; KEN KWAPNIOSKI, RE, 90.00; KEPSCO, SU, 7.00; KNOEPFLER CHEVROLET, SU, 54.14; LAB SAFETY SUPPLY, SU, 135.62; LARRY LINDSAY, RE, 500.00; LAYNE CHRISTENSEN, SE, 835.00; CITY EMPLOYEE, RE, 851.93; CITY EMPLOYEE, RE, 570.60; MCGUIRE & NORBY, SE, 24029.01; CITY EMPLOYEE, RE, 242.10; MIDWEST OFFICE AUTOMATION, SE, 169.08; MIKE BEBEE, RE, 107.76; NE DEPT OF ENVIRONMENTAL, SE, 78695.96; NE DEPT OF REVENUE, TX, 5450.54; NE STATE PATROL, SE, 45.00; NMPP ENERGY, SE, 1158.00; NORFOLK DAILY NEWS, SU, 132.50; NORTHEAST EQUIPMENT, SU, 819.00; N.E. NE AMERICAN RED CROSS, RE, 40.00; NNPPD, SE, 3801.00; OLSSON ASSOCIATES, SE, 3920.38; CITY EMPLOYEE, RE, 90.02; PIEPER, MILLER & DAHL, SE, 5408.00; PITNEY BOWES, SU, 648.00; CITY EMPLOYEE, RE, 221.67; CITY EMPLOYEE, RE, 195.81; PUSH-PEDAL-PULL, SE, 1082.20; QUALITY 1 GRAPHICS, SU, 105.00; QUILL, SU, 835.70; RAD, INC., SU, 239.80; CITY OF WAYNE, RE, 70000.00; RIEKES EQUIPMENT, SU, 378.12; ROBERT SWEETLAND, RE, 465.00; RON WHITT, RE, 500.00; SGP SERVICES, SE, 79.13; STATE NATIONAL BANK, SU, 35.04; STATE NATIONAL BANK, RE, 558.52; TERRACON CONSULTANTS, SE, 2010.25; TOM'S BODY & PAINT SHOP, SE, 46.80; CITY EMPLOYEE, RE, 57.50; UNITED STATES PLASTIC, SU, 113.63; UNITED WAY, RE, 10.00; VERIZON, SE, 196.87; VIAERO, SE, 135.71; VOSS LIGHTING, SU, 626.20; WAED, RE, 6383.33; WAYNE COUNTY COURT, RE, 300.00; WAYNE HERALD, SU, 88.00; CITY OF WAYNE, RE, 124750.00; AMERICAN BROADBAND, SE, 1223.40; APPEARA, SE, 50.35; BLACK HILLS ENERGY, SE, 28.91; BOMGAARS, SU, 1366.86; BROWN SUPPLY, SU, 802.81; CARHART LUMBER COMPANY, SU, 557.28; CHARTWELLS, SE, 6080.80; CITY OF WAYNE, RE, 456.24; COPY WRITE, SU, 256.75; DAVE'S UNIFORM CLEANING, SE, 75.00; EASYPERMIT POSTAGE, SU, 1681.63; FREDRICKSON OIL, SU, 224.07; GOVERNMENTAL ACCOUNTING, SU, 215.00; HARDING & SHULTZ, SE, 33199.03; HEIKES AUTOMOTIVE SERVICE, SE, 69.23; JAMES OSSIAN, RE, 500.00; KELLY SUPPLY CO, SU, 574.45; KLEIN ELECTRIC, SE, 2357.50; KRIZ-DAVIS, SU, 408.96; KTCH, SE, 1175.00; LCL TRUCK EQUIPMENT, SU, 94.20; MATT SORENSON, RE, 246.74; MATTHEW BENDER & CO, SU, 299.34;

MCGRATH NORTH, SE, 351.00; MIDLAND EQUIPMENT, SU, 287.96; NE PUBLIC HEALTH, SE, 186.80; NORFOLK TRUCK CENTER, SU, 21.40; NORTHEAST EQUIPMENT, SU, 144.74; NNPPD, SE, 12180.28; OGDEN INK, SU, 62.99; PAC N SAVE, SU, 77.27; PAMIDA, SU, 299.11; CITY EMPLOYEE, RE, 79.02; PRESTO X, SE, 82.15; ROLLIE ROTHER, RE, 500.00; S & S WILLERS, SU, 631.21; STATE NATIONAL BANK, RE, 13962.50; STATE NATIONAL BANK, SU, 75.00; US BANK, SU, 2616.33; USDA, APHIS WS, SE, 1200.00; WASTE CONNECTIONS, SE, 49.50; WAED, RE, 6383.33; WAED, RE, 5000.00; WAYNE COUNTY CLERK, SE, 10.50; WAYNE HERALD, SE, 1388.72; WAYNE LIBRARY FOUNDATION, RE, 582.00; WAYNE VETERINARY CLINIC, SE, 140.00; WESCO, SU, 13949.20; ZACH OIL, SU, 4606.14

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

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

Councilmember Berry arrived at 5:35 p.m.

Mayor Chamberlain rearranged the agenda and went to item no. 10 – Resolution 2011-91 – Approving Interlocal Agreement with the City of South Sioux City for Law Enforcement Services. He wanted to dispel the rumors that this is an attempt to orchestrate a mass firing within the Wayne Police Department, and that this is an attempt to prepare for a mass walk off of current Wayne Police Department employees. In the past few months, one officer and two dispatchers have resigned. We are now at 3 dispatchers and 6 police officers. He wanted to thank all of the members of the Wayne

Police Department for their efforts and dedication in keeping the City's police coverage what it has been during that time. He believed, however, the City has been on borrowed time and he was not comfortable with the position that we've put the employees in when one injury or illness could result in someone working a Friday or Saturday evening alone. He stated overtime was an option, but he did not like the idea of employees working 7 days in a row to help cover shifts on their would-be days off. He noted that part-time employee help is and will be an option the City has utilized. Part-time employees can, at times, be somewhat unreliable, understandably, due to their other commitments. The proposed interlocal agreement is an effort to maintain the level of police force that we need to operate safely.

Mayor Chamberlain requested Council consideration to tabling action on this Resolution because it's been brought to his attention that there are some concerns with the meaning or purpose of this agreement with employees of the Wayne Police Department. This will then give the Police Department employees the opportunity to express their concerns to Sergeant Chinn.

Brian Swanson, police officer and President of the FOP, and Jessica Bolles, police officer spoke regarding this interlocal agreement. They had concerns regarding communication within the department, and in addition wanted the police officers to be given a chance to work overtime before hiring outside officers.

Mayor Chamberlain responded that Sergeant Chinn has been in charge of the department since February, and he would hope that whatever concerns the officers or dispatchers had, they would have followed the chain of command and taken those to Sergeant Chinn. In regard to replacing Officer Klinetobe's position, Mayor Chamberlain

thought it inappropriate at this time to burden the Civil Service Commission with this in light of the fact that the hearings concerning Webster and Shear were still taking place.

Wendy Consoli, Officer Consoli's spouse, also spoke. She stated that if overtime was an option and offered, her husband would be more than willing to work extra hours and his family would support him in doing that.

Councilmember Sturm made a motion to table action on Resolution 2011-91 – Approving Interlocal Agreement with the City of South Sioux City for Law Enforcement Services, and Councilmember Haase seconded the motion. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Gary Boehle of First National Agency was present to review the City's 2012 health and accident renewal plan with Coventry. The premium increase this year will be 19.5%. Over the past five renewal periods, the City has averaged an 8.2% rate increase, which is fairly respectable. Most of the comparable cities in the League of Municipalities array have fully funded health plans. Wayne's is a self-insured plan. The approximate annual premium for a fully funded plan would run about \$500,000 annually. Last year, Wayne's premium, plus the reimbursements, was approximately \$327,000. This year, the premium was a little bit higher, but year-to-date reimbursements that the City has paid out are down. The plan design saves the city money. Over these past five years, the City has probably averaged an annual savings of about \$150,000. Some of the reasons for the high increase this year are:

- President Obama's preventative care guidelines encompass a lot more things than it has before;
- Coverage for dependents to age 26;

- Major mental and nervous illnesses are covered the same as any other illness (unlimited coverage);
- Pre-existing conditions are now waived for children under age 19;
- The group's demographics; and
- There were several high dollar claims.

The self-funding that the City does is a way to manage the costs. In the array, the average premium for single was \$550, and family was around \$1,300 per month. Wayne's will be \$280 single and \$726 family per month. Only around 7% of a group meets the maximum \$10,000 out of pocket, which is where the savings comes into play.

Councilmember Alexander made a motion and seconded by Councilmember Ley approving Coventry Health Care of Nebraska, Inc., as the City's group health care provider for 2012. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Dr. Ken Liska and George Phelps, representing the Wayne Kiwanis Club, were present requesting Council consideration to allowing them to build and help maintain another school bus stop shelter for children on the terrace on the north side of Hank Overin Field. Last year, Kiwanis built a shelter on the north side of Sunnyview Park. They have come across a used commercial shelter from Omaha (9'x16'). Between 50 and 70 students are picked up at this location daily.

They will be applying for a grant in the amount of \$6-7,000 to help cover the cost of this project. A "Kiwanis" sign will be placed on the shelter.

Councilmember Ley made a motion and seconded by Councilmember Alexander approving the request of the Wayne Kiwanis Club to build and help maintain a school bus stop shelter for children in the vicinity of Hank Overin Field. Mayor Chamberlain

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

David Stuthman was present requesting Council consideration to granting him a waiver to install sidewalk on property he owns on Windom Street.

Mr. Stuthman has cleared and built a duplex on the southeast corner of 8th and Windom Street. The property abuts a gravel alley and St. Mary's school on the east side. There is no connecting sidewalk across the alley extending to the east. The Stuthman's have constructed sidewalk across the front of the lot from 8th Street east, but are asking for a waiver from constructing sidewalk the last 15 feet extending from the east driveway to the alley. There is no sidewalk on the south side of the street; however, there is sidewalk along the north side.

Councilmember Sturm concurred with the request; however he suggested approving the waiver until a request is made to put in sidewalk.

Councilmember Sturm made a motion and seconded by Councilmember Alexander approving the request of David Stuthman for a sidewalk exemption at 721 Windom Street until such time as a request is made for sidewalk to be installed. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Joel Hansen, Street Superintendent, advised the Council that the City has received the Annual Renewal Maintenance Agreement from the Nebraska Department of Roads. This is a standard form agreement.

Councilmember Ley made a motion and seconded by Councilmember Sturm approving the Annual Renewal Maintenance Agreement (2012) with the Nebraska

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

Garry Poutre, Superintendent of Public Works & Utilities, stated a pay request has been received from Penro Construction for the 2011 Water and Sewer Improvements (Western Ridge Third Addition) in the amount of \$77,384.07. The engineer on the project has approved the same.

Mr. Poutre then updated the Council on the status of the project.

Councilmember Alexander made a motion and seconded by Councilmember Haase approving Application for Payment No. 1 for the 2011 Water and Sewer Improvements (Western Ridge Third Addition) in the amount of \$77,384.07 for Penro Construction. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Garry Poutre, Superintendent of Public Works & Utilities, stated a pay request has been received from Eriksen Construction Company for the Wastewater Treatment Plant Project in the amount of \$114,388.41. The engineer on the project has approved the same.

Mr. Poutre then updated the Council on the status of the project.

Councilmember Brodersen made a motion and seconded by Councilmember Alexander approving Application for Payment No. 15 for the Wastewater Treatment Plant Project in the amount of \$114,388.41 for Eriksen Construction Company. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Sturm introduced Ordinance 2011-30, and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2011-30

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR NEW YEAR'S EVE.

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

Gene Hansen, Electric Production Superintendent, stated the following Resolution would approve Amendment No. 1 to the EECBG Aid Agreement for the Municipal Power Plant Cooling Tower Project. This extension agreement is with the Nebraska Energy Office who monitors the \$250,000 grant and the construction progress of the project. This agreement approves a second and final extension of time to complete the project – August 1, 2012. The footings have to be poured by December 15th.

Councilmember Sturm introduced Resolution No. 2011-92 and moved for its approval; Councilmember Ley seconded.

RESOLUTION NO. 2011-92

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE EECBG AID AGREEMENT (ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM) FOR THE MUNICIPAL POWER PLANT COOLING TOWER PROJECT.

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

Joel Hansen, Street Superintendent, requested Council consideration to tabling action on Resolution 2011-93 until a future meeting. Staff has been working on a more

comprehensive ADA over the past year. The Department of Roads is asking for additional information from us, and he would like to make sure that what is brought to Council is going to be suitable for the Department of Roads. What is before you is only a small part of what is being required by NDOR.

Councilmember Sturm made a motion and seconded by Councilmember Alexander to table action on Resolution 2011-93 until a future meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

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

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

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

The next item on the CDA agenda was to approve the minutes of the August 2, 2011, meeting.

Member Chamberlain made a motion and seconded by Member Sturm approving the minutes of the August 2, 2011, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Lou Benscoter, representing Wayne NG Cars, LLC, was present regarding their offer to purchase Lot 2A of the Kardell Industrial Park No. 2 Subdivision. They are proposing to purchase 4 acres at \$7,500 per acre for a total purchase price of \$30,000. The 5,000 sq. ft. building must be ready to go by March 15, 2012.

Administrator Johnson distributed a copy of the proposed purchase agreement to the Council. He stated that the property will be sold with a performance lien on it, so if they don't construct the building and start operating the business within one year of the closing date, the property will revert back to the CDA. The buyers will pay hook-up fees for both water and sewer, which will be treated similar to assessments.

Discussion took place regarding the "right of first refusal" on Lot 2B and what the length of time should be for the same.

Member Chamberlain made a motion and seconded by Member Berry approving the Purchase Agreement regarding the sale of Lot 2A of the Kardell Industrial Park No. 2 Subdivision to Wayne NG Cars, LLC, for the sum of \$30,000 with a "right of first refusal" period of five years. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Member Ley made a motion and seconded by Member Chamberlain to adjourn as the Community Development Agency and reconvene as Council. Chair Haase stated the motion, and the result of roll call being all Yeas, the Chair declared the motion carried.

Administrator Johnson presented a draft ordinance which would permit ATV's and utility vehicles on public streets with certain restrictions. The additional restrictions or requirements that were added to the statutory language were as follows:

- (a) The vehicle is licensed with the City of Wayne and displays a city approved rear license plate with numbers and/or letters 4 inches high;
- (b) Any operator operating an ATV or Utility Vehicle must stop immediately when signaled to do so by a law enforcement officer;
- (c) The operator has completed a safety program approved by the City of Wayne; and
- (d) The operator is wearing a protective helmet that meets the motorcycle helmet standards of the State of Nebraska

Discussion took place on whether or not to add an age limit. In addition, the Council needed to establish a licensing fee.

It was noted that Laurel has this ordinance in place, as well as Osmond and Sidney.

Administrator Johnson stated he would find out what the costs are associated with producing a license so that Council will have some idea of what to set the fee at, and also determine if an age limit was in the original statutes. In addition, it was not clear as to what constituted a "closed access highway." Administrator Johnson would contact the League of Nebraska Municipalities regarding the State Statute.

Councilmember Sturm said he has had several people talk to him that were in favor of this ordinance. He has not had anyone talk to him that was opposed to it. Councilmember Brodersen had one person contacted her who was opposed to it, and Councilmember Haase said two people talked to him that were opposed to it.

Councilmember Sturm made a motion to table action on Ordinance 2011-32 which would permit ATV's and utility vehicles on public streets until the next meeting, and Councilmember Haase seconded the motion. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Haase made a motion and seconded by Councilmember Alexander to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the meeting adjourned at 6:52 p.m.

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CLAIMS LISTING DECEMBER 20, 2011

AMERITAS LIFE INSURANCE	POLICE RETIREMENT	1,495.20
ANGELA M ICKLER	COURT REPORTER FEES	2,346.25
APPEARA	LINEN & MAT SERVICE	97.56
AWWA	DUES- J BRADY	295.00
BAKER & TAYLOR BOOKS	BOOKS	929.28
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	180.00
BMI	RADIO LICENSE FEE	278.10
CITY EMPLOYEE	VISION REIMBURSEMENT	233.59
CITY EMPLOYEE	HEALTH REIMBURSEMENT	586.10
CITY EMPLOYEE	HEALTH REIMBURSEMENT	184.27
CITY OF WAYNE	BASKETBALL REFUND	10.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	1,600.00
CITY OF WAYNE	CAT TRAP REFUND	20.00
CITY OF WAYNE	PAYROLL	55,569.97
CITY OF WAYNE	SIDEWALK SHARE	900.00
CITY OF WAYNE	UTILITY REFUNDS	63.86
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
COPY WRITE PUBLISHING	ROSE ROYAL FIBER	30.07
D4, LLC	DATA RECOVERY	225.00
DAKOTA BUSINESS SYSTEMS	LIBRARY COPIER LEASE	102.50
DELL MARKETING L.P	COMPUTERS	2,517.43
DEMCO INC	STAMPS/TAPE	158.49
ECHO GROUP INC JESCO	LIGHTS	1,604.72
ELECTRIC FIXTURE & SUPPLY	LIGHTS	26.38
ELLIS PLUMBING & HEATING	TIGHTEN NUT ON SUPPLY LINE	30.00
EMPLOYERS MUTUAL CASUALTY	WORKERS COMP	117.97
ERIKSEN CONSTRUCTION CO,	WWTP	114,388.41
FLOOR MAINTENANCE	HUCK TOWELS/TISSUE/LINERS/BLEACH	464.98
FORT DEARBORN LIFE	LIFE/DISABILITY INSURANCE	1,418.04
FRIESEN CHEVROLET, INC	BELT	188.21
GREAT PLAINS ONE-CALL	DIGGERS HOTLINE	69.33
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	21.98
HEARTLAND PAPER CO	VACUUM BAGS	52.00
CITY EMPLOYEE	COMPUTER/HEALTH REIMBURSEMENT	1,309.79
HOUCHEN BINDERY LTD	REALWRAPS	114.50
ICMA RETIREMENT TRUST-457	ICMA	5,555.68
INGRAM BOOK COMPANY	BOOKS	466.78
IRS	FEDERAL WITHHOLDING	17,773.91
JACK'S UNIFORM	GLOCK GUNS	400.00
JEFF ELLIS	HEAT INCENTIVE	500.00
KRIZ-DAVIS COMPANY	SWITCHGEAR BOX PAD/CONNECTORS	1,560.76
LAURA TEST	ENERGY INCENTIVE	500.00
MAIN STREET AUTO CARE	TOWING CHARGES	180.00
MATT NELSON	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	97.14

MERCY MEDICAL CLINICS	PRE-EMPLOYMENT TESTING	29.00
MIDWEST LABORATORIES, INC	BOD TESTING	2,385.43
MIKE TOWNE	WIND ENERGY	1,200.00
MIRIAN AGUIRRE	SURVEY LETTER TRANSLATION	150.00
NE DEPT OF REVENUE	STATE WITHHOLDING	2,742.12
NEBR PUBLIC POWER DIST	ELECTRICITY	209,352.98
NIFA	REGISTRATION- L JOHNSON	100.00
OLSSON ASSOCIATES	BENSCOTER ADDITION	2,396.93
ORIENTAL TRADING CO INC	LIBRARY CRAFT KITS	93.49
PAMIDA STORE # 165	BATTERIES/READING SUPPLIES	30.55
CITY EMPLOYEE	HEALTH REIMBURSEMENT	149.18
PENRO CONSTRUCTION CO INC	PHEASANT RUN ROAD	108,702.42
PEPSI-COLA	CAC POP	742.70
POSTMASTER	WATER SURVEY POSTAGE	62.29
CITY EMPLOYEE	HEALTH/VISION REIMBURSEMENTS	347.70
PROVIDENCE MEDICAL CENTER	POLICE SERVICES	110.00
QUILL CORPORATION	OFFICE SUPPLIES	382.72
RANDOM HOUSE	CD'S	134.25
RASMUSSEN ELECTRIC	TRENCH & WIRE	185.85
CITY EMPLOYEE	HEALTH REIMBURSEMENT	176.13
RONALD GENTRUP	ENERGY INCENTIVE	62.62
SANDI WACHTER	ENERGY INCENTIVE	500.00
SPARKLING KLEAN	JANITORIAL SERVICES/SUPPLIES	1,637.06
SPEEDWAY AUTO PARTS	AXLE SHAFT	125.00
STADIUM SPORTING GOODS	BASKETBALL T-SHIRTS	1,175.25
STANLEY SECURITY SOLUTION	KEYS	82.84
STATE NATIONAL BANK	ACH FEES	56.35
STATE NATIONAL BANK	LIBRARY PETTY CASH	109.17
STEFFEN	EYE BOLT KIT/V-PLOW HITCH	229.37
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,181.75
TERRY MUNSON	ENERGY INCENTIVE	500.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	506.65
U.S. TOY COMPANY	READING KITS	52.11
WAYNE COMMUNITY SCHOOLS	JAZZ CHOIR DONATION	100.00
WAYNE HERALD	ENERGY WISE	571.00
CITY EMPLOYEE	HEALTH REIMBURSEMENT	696.19
WESCO DISTRIBUTION INC	WEDGE BLADE	97.98
WESTERN AREA POWER ADMIN	ELECTRICITY	31,977.31
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	63.58

Darrell Miller 1218 Sunset Drive, Wayne

Dan Rose 1214 Sunset Drive, Wayne

The Wayne Rotary Club is requesting permission of the Wayne City Council to place five park benches (described below) along phase I and II of the city walking trail. Wayne Rotary would purchase the benches and concrete (for pads) utilizing a Rotary District Simplified Grant available through The Rotary Foundation and Rotary District 5650 NE/IA. Wayne Rotary would request assistance from the City of Wayne to locate and install the concrete pads and benches.

District Simplified Grants are available to local Rotary Clubs through The Rotary Foundation via Rotary International for local community projects in the amount of around \$2000. Wayne Rotary has been fortunate enough to receive several of these grants in past years: popcorn popper for the Majestic Theater, insulated food carriers for Wayne Meals on Wheels, coded entry system for Haven House, and others. The proposal before you would be contingent on receiving this grant which will be submitted by December 31, 2011 and awarded by August 2012.



C. Park Bench

Model Description	Seat Type	Weight
1291 6' Portable Aluminum		52 lbs.

Proposed Grant:

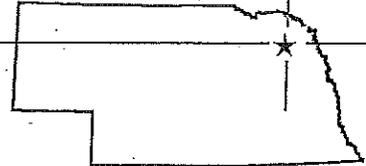
5 Benches 6' length @ \$319.00 ea.	\$1595.00
Shipping	150.00
Concrete 2.5 yards	<u>200.00</u> approx.
Total Grant Request	<u>\$1995.00</u>
Labor for project—supplied by City of Wayne.	

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

If you have a specific topic that you would like the City Council to discuss at a future meeting, please list your name, address, telephone number, and the specific topic. If you have additional documentation which would be beneficial to the topic, please attach to this form. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to City staff for appropriate action.

Event insurance is required for anyone wishing to use city right-of-way (e.g. block off streets for block parties, block off sidewalks and/or alleys).

Name: DARRELL MILLER DAN ROSE

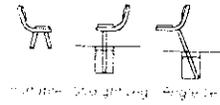
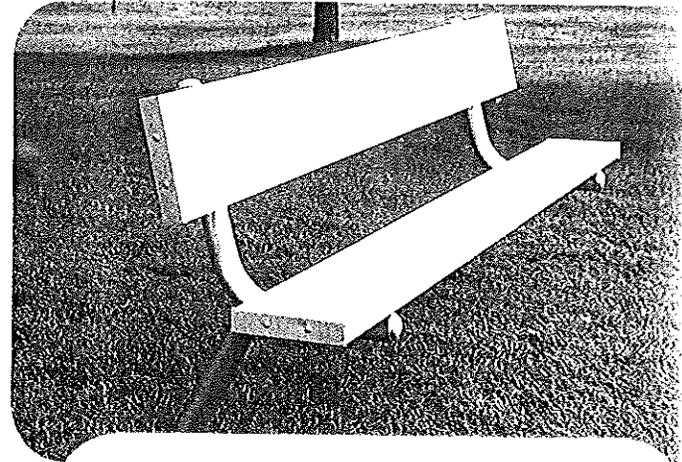
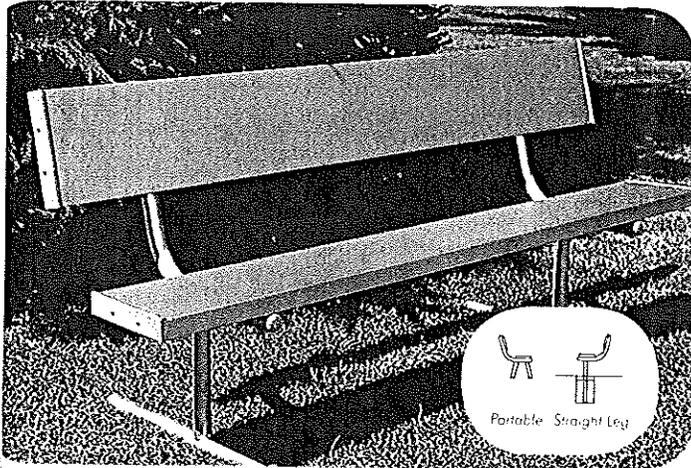
Address: 1218 SUNSET DR 1214 SUNSET DR
WAYNE WAYNE

Telephone No.: 402-375-4698

Date of Request: 12-12-11

Description of Requested Topic: THE WAYNE ROTARY CLUB
REQUESTS THE PERMISSION OF THE CITY (WAYNE)
COUNCIL TO APPLY FOR A ROTARY FOUNDATION
GRANT. THE GRANT WOULD BE FOR ADDITIONAL
BENCHES TO BE PLACED ALONG THE WALKING
TRAIL (BOTH ~~PHASES~~ COMPLETED PHASE I & "SOON"
TO BE COMPLETED PHASE II). SOME CITY
MONIES & LABOR WOULD BE ALSO REQUIRED TO
INSTALL  IF GRANT REQUEST IS  SUCCESSFUL

THE PROJECT WOULD BE COMPLETED IN FALL OF 2012.



- Powder coated frames
- 2" x 10" wood or aluminum seats
- 1-5/8" OD galvanized steel frame

Park Bench

Model	Description	Seat Type	Weight	Price
1281	6' Straight Leg	Wood	68 lbs.	\$195
1282	8' Straight Leg	Wood	83 lbs.	\$212
1284	6' Straight Leg	Aluminum	51 lbs.	\$296
1285	8' Straight Leg	Aluminum	60 lbs.	\$350
1288	6' Portable	Wood	69 lbs.	\$217
1289	8' Portable	Wood	84 lbs.	\$229
1291	6' Portable	Aluminum	52 lbs.	\$319
1292	8' Portable	Aluminum	61 lbs.	\$379
1280	Frames Only	Stationary	24 lbs.	\$128
1287	Frames Only	Portable	25 lbs.	\$144

- 1-5/8" OD galvanized steel frame.
- All seats are 2" x 10" wood or aluminum.
- Powder coat frames are available at added cost.

Extra Heavy Duty Park Bench

Model	Description	Seat Type	Weight	Price
16	6' Straight Leg	Aluminum	80 lbs.	\$35
18	8' Straight Leg	Aluminum	88 lbs.	\$40
116	6' Straight Leg	Wood	95 lbs.	\$25
118	8' Straight Leg	Wood	109 lbs.	\$27
46	6' Angle Leg	Aluminum	82 lbs.	\$37
48	8' Angle Leg	Aluminum	90 lbs.	\$42
146	6' Angle Leg	Wood	98 lbs.	\$28
148	8' Angle Leg	Wood	112 lbs.	\$29
26	6' Portable	Aluminum	80 lbs.	\$44
28	8' Portable	Aluminum	88 lbs.	\$50
126	6' Portable	Wood	95 lbs.	\$31
128	8' Portable	Wood	110 lbs.	\$33
10	Frames Only	Straight Leg	50 lbs.	\$14
20	Frames Only	Portable Leg	53 lbs.	\$17
40	Frames Only	Angle Leg	53 lbs.	\$15

Heavy Duty Bench

Model	Description	Weight	Price
60	Frame	161 lbs.	\$49
66	6' Aluminum	137 lbs.	\$63
66P	6' Recycled Plastic	171 lbs.	\$63
68	8' Aluminum (Shown)	145 lbs.	\$66
68P	8' Recycled Plastic	194 lbs.	\$66

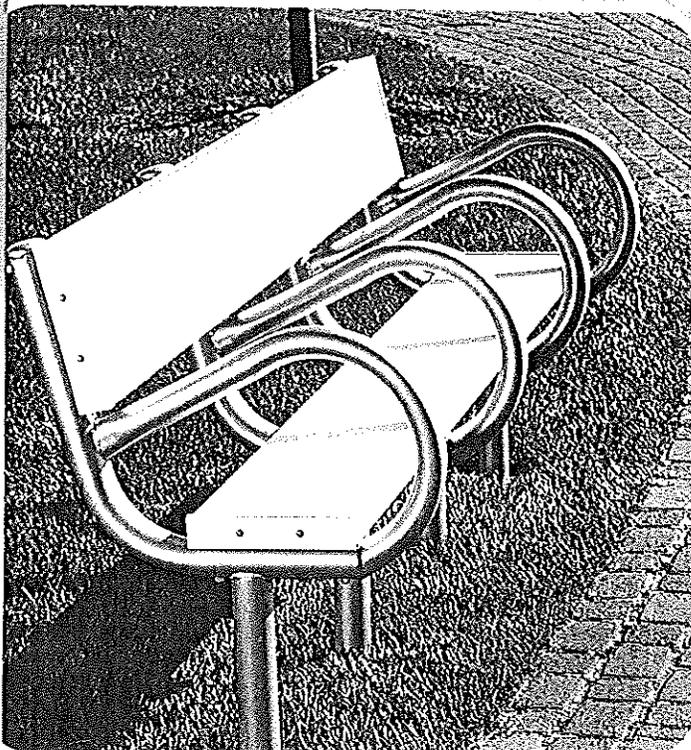
- Designed for the physically challenged.
 - 2-3/8" OD galvanized steel frame
 - Powder coated frames
 - Cool anodized aluminum. Recycled plastic seats (blue, tan or dark green)
- Specify color when ordering.
See pages 135-136

Flag Pole

1776 (With swing base)
30'
78 lbs.
\$1,275

1777 (With swing base)
20'
74 lbs.
\$995

1778 (With fixed base)
20'
35 lbs.
\$532



COMMUNITY DEVELOPMENT AGENCY

RESOLUTION NO. 2011-4

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA, RECOMMENDING APPROVAL OF A SECOND AMENDED REDEVELOPMENT CONTRACT.

WHEREAS, this Community Development Agency of the CITY OF WAYNE, Nebraska ("Agency"), has received a redevelopment proposal pursuant to the Nebraska Community Development Law (the "Act"), for redevelopment of an area within the City limits of the CITY OF WAYNE; and

WHEREAS, the Agency has considered all of the redevelopment proposals and financial and legal ability of the prospective redevelopers to carry out their proposals;

WHEREAS, the Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the redevelopment contract proposal submitted in the form of the proposed redevelopment contract attached hereto;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Agency recommends the adoption and approval of the Second Amended Redevelopment Plan contained in the Second Amended Redevelopment Contract attached to this Resolution with Northeast Nebraska Investors, LLC.
2. The Agency has conducted a cost benefit analysis of the project, provided in "Redevelopment Plan" attached to the Redevelopment Contract, and finds no adverse impact on the City, employers or taxing entities affected by the project.
3. The Agency hereby gives notice to the Mayor and City Council of its intent to enter into the attached Redevelopment Contract on the passage of 30 days from the date hereof.

PASSED AND APPROVED this 20th day of December, 2011.

COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF
WAYNE, NEBRASKA.

By _____
Chairperson

ATTESTED:

Secretary

**SECOND AMENDED
REDEVELOPMENT CONTRACT**

This Second Amended Redevelopment Contract is made and entered into as of the 20th day of December, 2011, by and between the Community Development Agency of the City of Wayne, Nebraska (“**Agency**”), and Northeast Nebraska Investors, LLC, a Nebraska limited liability company (“**Redeveloper**”).

WITNESSETH:

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, 2007, as amended (collectively the “**Act**”), and has designated an area in the City as blighted and substandard; and

WHEREAS, Agency and Redeveloper have previously negotiated and entered into a redevelopment contract approved August 4, 2009, and amended August 3, 2010; and

WHEREAS, Agency and Redeveloper wish to revise and amend all prior redevelopment contracts related to the redevelopment project described herein; and

WHEREAS, Agency and Redeveloper desire to enter into this Second Amended Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

NOW, THEREFORE, in consideration of the Redevelopment Area and the mutual covenants and agreements herein set forth, Agency and Redeveloper 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, 2007, as amended, and acts amendatory thereof and supplemental thereto

“**Agency**” means the Community Development Agency of the City of Wayne, Nebraska.

“Certificate of Completion” means a certificate, executed by a Manager or other duly authorized officer of Redeveloper, representing and warranting that the Project is substantially complete.

“City” means the City of Wayne, Nebraska.

“Governing Body” means the Mayor and City Council of the City.

“Holder” means the holders of TIF indebtedness issued by the City from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Agency by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by an independent certified public accountant verifying the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper to acquire the Project and for streets and utilities pursuant to the Act as identified on Exhibit D.

“Redeveloper” means Northeast Nebraska Investors, LLC, a Nebraska limited liability company.

“Redevelopment Area” means that certain real property situated in the City of Wayne, Wayne County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this second amended redevelopment contract between the Agency and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Second Amended Redevelopment Plan for the Redevelopment Area as set forth in the Redevelopment Contract, prepared by the Agency and approved by the City pursuant to the Act, as amended from time to time.

“Resolution” means the Resolution of the Agency, as supplemented from time to time, approving this Redevelopment Contract.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Agency pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

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

Section 1.02 Construction and Interpretation.

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

(a) 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.

(b) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory,

(e) 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.

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

(g) 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.

The Agency makes the following representations and findings:

(a) the Agency is a duly organized and validly existing Community Development Agency under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Agency deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

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

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on representations of the Developer:

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

(f) The Agency has determined that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purpose of accomplishing, in conformance with the general plan, 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 the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment

Contract.

(b) 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 Redeveloper 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 Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its 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 Agency, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Agency prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Agency.

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby provides 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 set forth in this section. The effective date of this provision shall be January 1, 2012.

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

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount, if any, (the "Incremental Ad Valorem Tax") shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by

whether funded, refunded, assumed, or otherwise, such Agency for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Agency shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

Section 3.02 Issuance of TIF Indebtedness

Agency shall incur TIF Indebtedness in the form and principal amount and bearing interest and being subject to such terms and conditions as are specified on the attached exhibit C. No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; (c) obtained approvals necessary for construction of the Project from the Nebraska Department of Environmental Quality; and (d) entered into a contract for construction of the Project. The Agency shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to or to the order of Redeveloper upon payment of the principal amount thereof. The Agency may (but is not obligated to), from time to time and subject to the provisions of the Act, issue additional TIF Indebtedness secured by the TIF Revenues for the purpose of funding additional Project Costs, if projected TIF Revenues are projected to be sufficient to pay principal and interest on such additional TIF indebtedness.

Section 3.03 Pledge of TIF Revenues.

The Agency hereby pledges the TIF Revenues as security for the TIF Indebtedness.

Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Agency shall grant the following sums to the following entities, to wit: to the City the sum of \$125,000.00 as payment for installation of streets and related utilities to be installed by the City; and the balance to the Redeveloper for costs of Project acquisition. An amount equal to interest payable on such TIF Indebtedness prior to projected receipt of TIF Revenues may be retained by any underwriter, placement agent, or bank and applied for such purpose or, at the option of any such underwriter, placement agent, or bank, deposited in a reserve fund of Redeveloper to be applied for such purpose.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the City and Redeveloper upon receipt of requisitions for Project Costs which include supporting documentation requested by Agency and shall, if requested by Redeveloper, be made in one or more advances.

Section 3.05 Creation of Fund.

The Agency will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 and 3.03 above.

Section 3.06 Installation of Infrastructures

The Agency shall provide that the City shall install the infrastructure required to be installed by the City pursuant to Exhibit E.

ARTICLE IV

OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Agency as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Agency a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Agency and the Redeveloper shall be named as additional insureds. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Agency with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Agency prior written notice in the event of cancellation of or material change in any of any of the policies.

Section 4.02 Cost Certification.

Redeveloper shall submit to Agency a certification of Protect Costs, on or before the date of submission of the Certificate of Completion, prepared by a certified public accountant

acceptable to Agency, which shall contain detail and documentation showing the payment of Project Costs specified on the attached Exhibit D in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

Section 4.03 Redeveloper to Operate Project.

Redeveloper will operate the Project for not less than 15 years from the effective date of the provision specified in Section 3.01 of this Redevelopment Contract. Redeveloper shall be relieved of this obligation should it pay the Liquidated Damages Amount as set forth in Section 6.02.

Section 4.04 Agency Costs.

Redeveloper shall reimburse the Agency, on the date of approval of this contract by the City for legal fees and costs then due, and again upon the issuance of TIF Indebtedness, for legal fees and costs incurred by the Agency in connection with this Redevelopment Contract.

Section 4.05 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it 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. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper 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. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.06 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of Three Hundred Thousand Dollars (\$300,000) no later than as of January 1, 2012 and Two Million Eight Hundred Thousand Dollars (\$2,800,000) no later than as of January 1, 2013. During the period that any TIF Indebtedness is outstanding, Redeveloper will (1) not protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than Two Million Eight Hundred Thousand Dollars (\$2,800,000) after substantial completion or occupancy; (2) not convey the Redevelopment Area on 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; (3) cause all real estate taxes and assessments levied on the Redevelopment Area and Project to be paid prior to the time such become delinquent during the term that any Bonds are outstanding; and affirmatively protest for an increase in real estate property valuation on the Redevelopment Area in the event that the Redeveloper receives notice that the Wayne County Assessor intends to value the real property in the Redevelopment Area at a value of less than Two Million Eight Hundred Thousand Dollars (\$2,800,000). The obligations of this Section 4.06 shall terminate on December 31, 2026.

Section 4.07 Payment in Lieu of Real Estate Taxes.

Redeveloper agrees to make payments in lieu of taxes, immediately upon receipt of notice from Agency, if for any reason at any time TIF Revenues received by the Agency are not sufficient to pay principal and interest on the TIF Indebtedness when due. This payment in lieu of tax obligation may be represented by a note or other evidence of indebtedness. Such TIF Revenues shall be deemed not sufficient and the Agency shall not be required to send notice if such revenues are less than \$20,000 for the 2012 taxes and are less than \$58,500 for each years real property taxes for the years 2013 through and including 2025. (It is the intent of this provision that the taxes becoming delinquent in 2013 through and including 2026 be deemed those for which this provision is effective.) The obligation to make the payments set forth in this paragraph may be established by a promissory note and secured by a deed of trust on the real estate owned or to be owned by the Redeveloper in the Project.

Section 4.08 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Redevelopment Area, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof without the prior written consent of the Agency, which the Agency shall grant or deny within fifteen (15) days of receipt of written request from Redeveloper, which consent shall not be unreasonably withheld, and which the Agency may make subject to any reasonable terms or conditions it deems appropriate, except for the following conveyances, which shall be permitted without consent of Agency:

(a) any conveyance as security for indebtedness incurred by Redeveloper for Project Costs on any subsequent physical improvements to the Redevelopment Area, provided that any such conveyance shall be subject to the obligations of the Redeveloper pursuant to this Redevelopment Contract;

(b) any conveyance to any person or entity which owns more than 50% of the voting equity interests of Redeveloper (if Redeveloper is a corporation, partnership, limited liability company or other entity) or with respect to which Redeveloper owns more than 50% of the voting equity interests, provided that any such successor owner of the Project agrees to assume all obligations of the Redeveloper and be bound by all terms and conditions of this Redevelopment Contract;

(c) if Redeveloper is a corporation, partnership or limited liability company, any merger, consolidation, split off, split-up, spin off or other reorganization of Redeveloper which does not result in a substantial change of control or management of the Redeveloper, provided that any such successor owner of the Project agrees to assume all obligations of the Redeveloper and be bound by all terms and conditions of this Redevelopment Contract.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Agency with evidence satisfactory to the Agency that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Redevelopment Area without the prior written consent of the Agency except encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Redevelopment Area.

ARTICLE VI

DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of Agency and Redeveloper.

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 any 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 on in breach of its obligations.

Section 6.02 Additional Remedies of Agency

In the event that:

- (a) The Redeveloper, on successor in interest, fails to commence construction of the Project (which, for purposes of this paragraph shall mean expenditure (or binding commitments to incur expenditures) of an amount equal to at least ten percent (10%) of

the total projected cost of the Project) by January 1, 2012;

(b) the Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2013, or shall abandon construction work for any period of 90 days,

(c) the Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(d) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Agency, then the Redeveloper shall be in default of 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 Agency 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 Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the "**Liquidated Damages Amount**"). The Liquidated Damages Amount shall be paid by Redeveloper to Agency within 30 days of demand from Agency.

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 Agency gives notice to the Redeveloper demanding payment.

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

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Agency 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 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Agency nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, 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 forced delay, the time or times for performance of the obligations of the Agency or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced 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 forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Agency, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Agency under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Agency on any TIF Indebtedness shall be limited solely to the TIF Revenues pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither the City or Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Agency from, agrees that neither the City or Agency shall be liable for, and agrees to indemnify and hold the City and Agency 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.

The Redeveloper will indemnify and hold each of the City and Agency 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, attorneys' fees and 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 Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including 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 Redevelopment Area 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.

Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 7.04 Prior Redevelopment Contracts.

All prior Redevelopment Contracts between the parties are wholly and completely superseded by this Seconded Amended Redevelopment Contract.

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

ATTEST:

CITY OF WAYNE, NEBRASKA

City Clerk

By: _____
Mayor

NORTHEAST NEBRASKA INVESTORS, LLC

By: _____
Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 20th day of December, 2011, by Ken Chamberlain and Betty A. McGuire, Council President and City Clerk, respectively, of the City of Wayne, Nebraska, on behalf of the City.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, Manager of Northeast Nebraska Investors, L.L.C., on behalf of the limited liability company.

Notary Public

EXHIBIT A

DESCRIPTION OF REDEVELOPMENT AREA

Lot 1, Bencoter Addition Planned Unit Development to the city of Wayne, Wayne County, Nebraska.

A-I

EXHIBIT B

DESCRIPTION OF PROJECT

A 46 room motel including parking lots dedicated to public use, and all equipment and supplies necessary for the operation thereof, including the required public infrastructure therefore.

EXHIBIT C

TIF INDEBTEDNESS

1. Principal Amount: Series A: The maximum amount, which, together with Interest accruing thereon, can be fully amortized by December 31, 2026, solely from projected TIF Revenues based on the current aggregate ad valorem tax rate (together with the City's ad valorem tax rate) applicable to the Redevelopment Area times an assumed project valuation of \$2,800,000.
2. Payments: Semi-annually or more frequent, with interest only until 2011, in substantially equal amounts sufficient to fully pay the TIF Indebtedness in full on or before December 31, 2026.
3. Interest Rate: To be determined by Redeveloper.
4. Maturity Date: On or before December 31, 2026.

EXHIBIT D

PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Redevelopment Area Acquisition cost
2. Site work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Construction of roadways
5. Public parking lots and lighting

EXHIBIT E

DESCRIPTION OF PROJECT AND SECOND AMENDED REDEVELOPERS REDEVELOPMENT PLAN FOR NORTH EAST NEBRASKA INVESTORS, LLC, PROJECT

OVERVIEW:

This second redevelopment plan amendment 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 amendment revises the redevelopment plan approved by the City Council on August 4, 2009 and August 3, 2011, as a result of downsizing the proposed motel structure and delays in financing.

The Redeveloper will acquire and rehabilitate the real estate shown on Exhibit A by constructing a 46 unit motel on the real estate. Additionally, the Redevelopers shall install a paved parking lot of at least 50 parking spaces and make the same available for parking of the general public during the term that the TIF Indebtedness remains outstanding.

The Redeveloper will not develop the project in the redevelopment area or elsewhere without the benefit of tax increment financing. The costs of the project are simply too great to be absorbed by the Redeveloper without the assistance of tax increment financing. All financing for the project is entirely contingent on the grant set forth in the redevelopment contract to which this exhibit is attached. The Redeveloper proposes that the Community Development Agency issue Bonds 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, 2012. The Redeveloper will use the proceeds of the Bonds to assist in the construction and acquisition of the Project in accordance with the Act.

THE REDEVELOPMENT PLAN:

1. Relationship of Plan to Local objectives for appropriate land use: This plan contemplates a change in current land use. 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 creation and paving of access roads. There will be a burden on traffic flow as employees and customers will access the facility from adjacent streets. However, current traffic signals are sufficient to handle the increased traffic. The Agency shall pay the City of Wayne the sum of \$125,000 for area street paving and installation of certain water and sewer lines to in the Redevelopment Project Area.
3. Relationship of Plan to Local objectives for community facilities: This plan neither provides

nor requires any additional community facilities. However, it will provide an attractive expanded and badly needed motel facility in the community. Additionally, the community will benefit from the public parking provided by the development.

4. Redevelopment project boundaries: Exhibit E-1 to the Redevelopment Contract shows the boundaries of the project. The property is unimproved.

5. Proposed land use plan: Exhibit E-1 shows the proposed land use plan after redevelopment as a motel.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain unchanged for the area. An approximately 25,200 [12,600 footprint] square foot building will be added to the real estate as part of the Redevelopment Plan.

7. Statement regarding change in street layouts: This Plan proposes a change in street layout. As shown on Exhibit E-1. Redeveloper shall construct the facility in such a manner so as to prevent rain water from ponding on the adjacent properties.

8. Site plan after redevelopment: Exhibit E-1 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: Additional public utilities are required to support the proposed change. These extensions will be paid from the proceeds of the TIF Indebtedness and will be installed by the City.

10. Public cost/benefit analysis: This plan requires that the Redevelopers will construct and own a motel facility. No public funds, other than the tax increment financing benefit, will be used on the structure. The Redeveloper will provide all financing for the project. The Redeveloper will obtain funds for the purchase of the Bonds issued by the Agency, or purchase such bonds outright. Such bonds shall not be backed by the City or the Agency, 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, 2012. After the 15-year TIF period, the increased taxes will be paid to the normal taxing authorities.

Tax benefit: Currently the real estate is unimproved.

The project will result in the addition of employees but it is estimated that most employees will come from the surrounding area. Therefore, no undue stress on the school system, police or fire protection is contemplated. Current housing in Wayne is adequate for the current employees. No adverse impact to other employers in the area is contemplated. The Agency has not identified any additional negative impacts to citizens or taxing entities affected by the Redevelopment Project

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 area specified in the plan, shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2012.

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 Agency 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 Agency 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 Agency 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.

E-1
Site Plan with Street and Utility Extensions



**Economic Development
Chamber ■ Main Street**

December 13, 2011

Lowell Johnson
City Administrator
306 Pearl Street
PO Box 8
Wayne, NE 68787

Re: 6.5 acres of land forgiven for the sale of the Opportunity Building

Dear Lowell,

I am formally requesting that the City Council and/or the Community Development Agency (CDA) consider forgiving the loan on the 6.5 acres of land in the Wayne Industrial Park in conjunction with the sale of the Opportunity Building. The CDA currently holds a Deed of Trust on the property, owned by Wayne Industries, Inc.

Williams Form Engineering Corporation based out of Belmont, Michigan is in serious negotiations with our office on this property. The president of Williams Form and one of its regional managers will likely be at the Council meeting on December 20 to answer questions about what their company does, and what it plans to do in Wayne. For more information on the company, please visit <http://williamsform.com/> or contact me.

I want to thank the City Council/CDA for being so supportive of economic development in and around Wayne. Building this Opportunity Building back in 2007-2008 was a collaborative effort between various entities for the purpose of attracting new business to our great community. I am anxious to talk more to the Council/CDA about this at the meeting on the 20th.

If you, any other staff member from the City, Mayor, or Council members have questions for me prior to the meeting concerning the land request or the company, please contact me.

Sincerely,

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

Wes Blecke
Executive Director

RESOLUTION NO. 2011-93

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, APPROVING A SECOND AMENDED REDEVELOPMENT PLAN AS CONTAINED IN A SECOND AMENDED 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 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

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

WHEREAS, The Community Development Agency of the City of Wayne, Nebraska (the Agency) has prepared a Second Amended 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 Second Amended Redevelopment Plan as contained in the Second Amended 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 second amended 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 Second Amended Redevelopment Plan is hereby approved, ratified and affirmed and the Agency is hereby directed to execute the Second Amended Redevelopment Contract and implement the Second Amended 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 January 1, 2012 as to the following described real estate, to wit:

Lot 1, Benscoter Addition Planned Unit Development to
the City of Wayne, Wayne County, Nebraska.

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 Agency 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 Agency 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 Agency 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 Chairman and Clerk are authorized and directed to execute and deliver, from time to time, to the County Clerk, Treasurer and Assessor, the Notice of Allocation of Taxes with the appropriate description of real estate, as established pursuant to the Redevelopment Contract and Redevelopment Plan.

PASSED AND APPROVED this 20th day of December, 2011.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



**Economic Development
Chamber ■ Main Street**

December 13, 2011

Lowell Johnson
City Administrator
306 Pearl Street
PO Box 8
Wayne, NE 68787

Re: Community Development Block Grant (CDBG) request - \$150,000 for Wayne Area Economic Development on behalf of Williams Form Engineering (Opportunity Building Sale)

Dear Lowell,

The Business & Industries Committee met on Thursday, December 8, 2011, and discussed a Community Development Block Grant (CDBG) request.

Wayne Area Economic Development on behalf of Williams Form Engineering requested that \$150,000 of the \$250,000 CDBG funds originally used for the construction of the Opportunity Building in the Wayne Industrial Park be granted to the company for the purchase of the building. The State of Nebraska requires that \$100,000 of the \$250,000 be paid back to the State upon sale of the building.

The Business and Industry Committee voted unanimously to recommend to the City Council to grant these funds for the purchase of the Opportunity Building.

Please convey this recommendation to the members of the City Council so necessary steps can be taken to complete the request. 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

ORDINANCE NO. 2011-32

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE, CHAPTER 78 BY ADDING ARTICLE VII. TO ALLOW THE OPERATION OF ALL TERRAIN VEHICLES AND UTILITY-TYPE VEHICLES WITHIN THE CORPORATE LIMITS UNDER CERTAIN CIRCUMSTANCES; TO IMPOSE RESTRICTIONS ON THE USE OF ALL-TERRAIN VEHICLES AND UTILITY-TYPE VEHICLES; TO ESTABLISH PENALTIES FOR VIOLATION; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. A new Section **78, Article VII**, is added to the Municipal Code of Wayne, Nebraska, as follows:

(1) For purposes of this section:

(a) All-terrain vehicle means any motorized off-highway vehicle which (a) is fifty inches or less in width, (b) has a dry weight of nine hundred pounds or less, (c) travels on three or more low-pressure tires, (d) is designed for operator use only with no passengers or is specifically designed by the original manufacturer for the operator and one passenger, (e) has a seat or saddle designed to be straddled by the operator, and (f) has handlebars or any other steering assembly for steering control.

(Neb. Rev. Stat. 60-6,355)

(b) Street or highway means the entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(Neb. Rev. Stat. 60-624)

(c) (i) Utility-type vehicle means any motorized off-highway vehicle which (A) is not less than forty-eight inches nor more than seventy-four inches in width, (B) is not more than one hundred thirty-five inches, including the bumper, in length, (C) has a dry weight of not less than nine hundred pounds nor more than two thousand pounds, (D) travels on four or more low-pressure tires, and (E) is equipped with a steering wheel and bench or bucket-type seating designed for at least two people to sit side-by-side.

(ii) Utility-type vehicle does not include golf carts or low-speed vehicles.

(Neb. Rev. Stat. 60-6,355)

(2) An all-terrain vehicle and a utility-type vehicle may be operated on streets and highways within the corporate limits of the city/village only if the operator and the vehicle comply with the provisions of this section.

(3) An all-terrain vehicle or a utility-type vehicle may be operated only between the hours of sunrise and sunset and shall not be operated at a speed in excess of thirty miles per hour. When operating an all-terrain vehicle or an utility-type vehicle as authorized in subsection (2) of this section, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

(4) Any person operating an all-terrain vehicle or a utility-type vehicle as authorized in subsection (2) of this section shall have:

- (a) A valid Class O operator's license or a farm permit as provided in Neb. Rev. Stat. 60-4,126; and
- (b) Liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating the all-terrain vehicle or a utility-type vehicle on a street or highway. The person operating the all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request.

(5) All-terrain vehicles and utility-type vehicles may be operated without complying with subsections (3) and (4) of this section on streets and highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state.

(6) ~~An all-terrain vehicle or an utility-type vehicle shall not be operated on any **controlled-access highway with more than two marked traffic lanes, and the crossing of any controlled-access highway with more than two marked traffic lanes shall not be permitted. Subsections (2) through (4) and (7) of this section authorize and apply to operation of an all-terrain vehicle or an utility-type vehicle only on a street or highway other than a controlled-access highway with more than two marked traffic lanes.** Nebraska highway within the city limits of Wayne~~

(7) Subject to subsection (6) of this section, the crossing of a street or highway shall be permitted by an all-terrain vehicle or an utility-type vehicle without complying with subsections (3) and (4) of this section only if:

- (a) The crossing is made at an angle of approximately ninety degrees to the direction of the street or highway and at a place where no obstruction prevents a quick and safe crossing;
- (b) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the street or highway;
- (c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;

(d) In crossing a divided highway, the crossing is made only at an intersection of such highway with another highway; and

(e) Both the headlight and taillight of the vehicle are on when the crossing is made.

(Neb. Rev. Stat. 60-6,356)

(8) Additional Requirements:

(a) The vehicle is licensed with the City of Wayne and displays a city approved, reflective license plate with numbers and/or letters 4 inches high, prominently and clearly displayed on the rear of the vehicle;

(b) Any operator operating an ATV or Utility Vehicle must stop immediately when signaled to do so by a law enforcement officer;

(c) The operator has signed a written acknowledgement of the terms of this Ordinance and has completed a safety program approved by the City of Wayne; and

(d) The operator is wearing a protective helmet that meets the motorcycle helmet standards of the State of Nebraska.

(e) The operator must be at least 19 years of age and no passengers are allowed on ATV which are not designed to carry passengers.

Section 2. ~~A person who violates Section 1 of this ordinance shall be punished as provided generally in the municipal code.~~ Section 1-9 of the City Code of Wayne, Nebraska, is amended as follows "...such violation of any such provision of this Code or any ordinance shall be punishable by a fine not exceeding \$500 except for Section 78, Article VII, in which each violation shall be punishable by a \$100 fine, and the operator's City of Wayne ATV/utility vehicle license shall be revoked for one year after conviction of two violations within 365 days of each other.

Section 3. Any other ordinance or section passed and approved prior to passage, approval, and publication of this ordinance and in conflict with its provisions is repealed.

Section 4. This ordinance shall take effect and be in full force on January _____, 2012, after its passage, approval, and publication as required by law and shall remain in affect until December 31, 2012.

PASSED AND APPROVED this _____ day of _____, 201__.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2011-94

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH THE NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT (NNEDD) TO CONDUCT AN ENVIRONMENTAL REVIEW FOR THE SIREN REPLACEMENT PROJECT.

WHEREAS, the City of Wayne wishes to enter into an agreement for services with the NNEDD to conduct an environmental review for the Siren Replacement Project; and

WHEREAS, the City of Wayne agrees to compensate NNEDD \$1,500 in order to complete the Scope of Work for said review.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City enter into an Agreement for Services with the NNEDD to conduct an environmental review on the Siren Replacement Project; that the terms and conditions as contained in the Agreement with the NNEDD are hereby approved, and that the Mayor is hereby authorized to execute said Agreement.

PASSED AND APPROVED this 20th day of December, 2011.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT
AGREEMENT FOR SERVICES**

- A. Parties.** This Agreement is between the City of Wayne, NE and the Northeast Nebraska Economic Development District, (NENEDD).
- B. Purpose:** The purpose of this Agreement is to conduct an environmental review.
- C. Terms and Conditions:**
- C1. Scope of Work.**
- C1a.**
Federally funded projects are subject to the provisions of NEPA [24 USC 432-14347] and the HUD regulations implementing NEPA [24 CFR Part 58]. Recipients of federal funds are required to complete an environmental review prior to receiving environmental clearance from the Nebraska Department of Economic Development. The type of project a recipient is completing will determine the level of environmental review and the necessary documents that will be required.
- Completion of the Environmental Review Process for a siren replacement project in the City of Wayne, NE which includes:
- C1b.** The Environmental Review Process consists of the following steps:
- Project aggregation – Develop a project description aggregating all project activities
 - Identifying Environmental Review responsibilities
 - Determination of Level of Review
 - Establishing an Environmental Review Record that includes all narratives, checklists, agency contacts and responses, maps and photographs for all activities
 - Publish/post all required public notices
 - Completion of Request for Release of Funds/Certification Form and Affidavit of Publication
 - Obtain and address all comments received
 - Obtain Environmental Clearance from the Nebraska Department of Economic Development
- C2. Compensation.** The City of Wayne, NE agrees to compensate NENEDD \$60.00/hour plus mileage, not to exceed \$1,500.00 in order to complete the Scope of Work. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. The Environmental Review Record (ERR) is valid for six (6) months from the date Environmental clearance is obtained. If the ERR lapses and more work is required, then additional compensation will be negotiated.
- C3. Office space, equipment and supplies.** NENEDD will supply its own office space, equipment and supplies.
- C4. Amendments and Termination.** This Agreement may be amended by mutual written agreement of the parties. This Agreement may be terminated with 30 days notice by either of the parties.
- D. Timeframe.** The effective date of this contract shall be the date signed by the City. The termination date of this Agreement shall be when the Scope of Services is complete. This Agreement may be extended upon mutual agreement of the parties.
- E. Independent Contractor.** The parties intend that NENEDD will not be considered an employee of the City of Wayne, NE but will act as an independent contractor.

The following parties agree to the terms of this Agreement.
The City of Wayne, NE

BY: _____
TITLE: _____
DATE: _____

NORTHEAST NEBRASKA ECONOMIC DEVELOPMENT DISTRICT

BY: _____
TITLE: Executive Director
DATE: _____

**Wayne Public Library Board of Trustees
Tuesday, October 4, 2011 / 5 p.m., Conference Room**

Minutes

The meeting was called to order at 5:00 PM. In attendance: Joel Ankeny, Dennis Lipp, Mollie Spieker, Spring Dahl. Absent: Jenny Hammer. Also in attendance: Lauran Lofgren, Library Services Director. 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 Library/Senior Center Conference Room.

The minutes and financial report were approved as written.

DIRECTOR'S REPORT 100% of year

Statistics	AUG11	SEP11	SEP10	% of Previous Year Total
Circulation	5925	4345	4366	119
Patrons	3715	4195	4471	102
Meeting Room	5	7	6	47
Reference ?s	221	168	233	105
Computer ?s	235	131	262	77
Phone Calls	382	332	416	91
OPACS	299	211	210	123
CD-ROMs	1080	675	141	471
Internet	1173	773	999	92
New Patron Cards	37	26	44	93
Items Added	149	161	330	92
Items Deleted	227	92	292	49

- Staff projects and concerns
 - The Gale databases have been cancelled, and no longer have a link on our website.
 - Invitations have been sent out for the BTOP event on October 14.
 - Letters have been sent to organizations in town advertising that Rita, Julie, and I are available for programs in the library or off-site. (This is one of my stated goals for 2011.) We have started getting some response.
 - Received memorials for Zita Jenkins and Jackie Nissen.
 - RMcLean and LKruckenberg attended the NELS annual meeting in Norfolk.
 - JOSnes is participating in the Leadership Wayne classes this year. Her first meeting was September 13. It looks like it is going to be a good experience for her.
 - LKL, JOSnes and RMcLean have been working on a presentation for the fall conference in Lincoln. The topic is: Increasing library awareness through collaboration. I have also been asked to take part in a panel discussion of the BTOP grant, focusing on the training for and installation of the ADA workstation.
 - Had a great staff in-service on September 30. First 2 hours we were trained on all four pieces of software on the new ADA workstation. Shared a soup supper with the trainers from the Library Commission, where we discussed changes to the Overdrive downloadable books service. Following the meal we trained on checking out the new notebook computers to the public, and then went down a laundry list of topics dealing with procedures, software, patron interaction, etc. There was a spirited discussion, and the training didn't wrap up until 8:15 pm.

OLD BUSINESS

- Library Survey--The board will integrate categories from the survey into the Long Range Planning.
- Library Long Range Planning--The board will continue to develop this.
- Overdrive audio and ebook service options--We will ask Nancy to reserve the \$2400 from Overdrive contract to add to our electronic book collection.

NEW BUSINESS

- Staff raises – everyone qualifies for their step increase which we traditionally do every October. Our two new hires will not receive any increase until their 6 month probation period is over, when they will get their 6-month step increase plus any COL that has been approved by council.

Respectfully submitted,
Mollie Spieker, Secretary

Wayne Public Library Board of Trustees

Tuesday, November 8, 2011 / 5 p.m., Conference Room

Minutes

The meeting was called to order at 5 PM.

In attendance: Mollie Spieker, Spring Dahl, Jenny Hammer, and Luran Lofgren, library director.

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 Library/Senior Center Conference Room.

The minutes and financial report were reviewed and approved.

DIRECTOR'S REPORT 8% of year

- LKL stated that since we are at the beginning of the fiscal year, the budget is right on track.

- Statistics SEP11 OCT11 OCT10 % of Previous

Year Total

Circulation	4345	4852	4536	8
Patrons	4195	4200	4276	8
Meeting Room	7	10	6	14
Reference ?s	168	194	228	7
Computer ?s	131	103	299	5
Phone Calls	332	336	419	7
OPACS	211	243	278	8
CD-ROMs	675	686	129	7
Internet	773	884	1028	8
New Patron Cards	26	32	34	10
Items Added	161	144	185	7
Items Deleted	92	6	142	1

- Staff projects and concerns
 - WPL is 8% ahead for circulation. Library usually catches up during the Summer Reading Program.
 - Even with 9 new computers, internet use is down. Over the last year, internet use has declined. There is no way to account for WIFI use in the building.
 - WPL After-Hours kick-off for new computers went well. About 55 people in attendance. AOsten demonstrated the new ADA computers.

- The Board discussed the donation of a book that was decided not to meet the requirements of the library.
- Also discussed a recent request for an "R" rated movie with Nebraska connections. Library policy is that a movie must either be book-based or an Academy Award winner. (Note: LKL has since discovered that a book has just been released about the story (movie is not based on this book). The book has been added to the Library order for December, and Board will re-consider the movie at next month's meeting.)

OLD BUSINESS

- Library Long Range Planning – Library staff will discuss the possibility of the use of Facebook to promote activities.

NEW BUSINESS

- Officer Elections – Elections will be held next meeting.
- Midwest Messenger - Patron has requested we purchase for the library. Decided to carry for one year as a trial subscription.
- LKL will discuss the possibility of a "Library Wish List" with the staff.

The meeting was adjourned.

Jenny Hammer, Board Member

**Wayne Planning Commission Meeting Minutes
Monday, November 14, 2011**

Vice-Chair Lee Brogie called the regular meeting of the Wayne Planning Commission to order at 7:00 P.M., on Monday, November 14, 2011, in the Council Chambers of the Municipal Building. Roll call was taken with the following members present: Mark Sorensen, Jill Sweetland, Jessie Piper, Breck Giese, Jeff Carstens, Bill Kranz, Lee Brogie, and Inspector/Planner Joel Hansen. Absent: Pat Melena and Derek Hill.

Motion was made by Commissioner Sorensen and seconded by Commissioner Sweetland to approve the minutes for October 3, 2011, with one correction to the first paragraph and second paragraph, "...Monday, **October 3** ~~July 18~~, 2011, in ...". Vice-Chair Brogie stated the motion and second. All were in favor; motion carried unanimously.

Vice-Chair Brogie read the Open Meetings Act and advised that anyone desiring to speak should limit themselves to three minutes and wait until being recognized by the Chair.

Vice-Chair Brogie stated the time was at hand to open the public hearing for a rezoning request from I-1 Light Industrial to I-2 Heavy Industrial and Manufacturing, applicant being City of Wayne.

Inspector Hansen stated for the Commission that the city is requesting that the entire Industrial Park area be rezoned to I-2 Heavy Industry; the area being east of North Centennial Road, North of East Highway 35, and south of 14th Street over to the Logan Creek. Currently the area is split and it appears that years ago someone wanted to make a buffer but no lot lines were followed. Presently there is a potential buyer for the spec building who has some questions about what their property is zoned. It appears that what the buyer wants to do, which is confidential, would be allowed under either I-1 or I-2. So it does not create an issue, the buyer could do what they are doing there, without the map change. However, the city feels at this time, it makes things cleaner and it does address if there are any other issues down the road for other properties. It is very clear that this split would follow property lines, which would mean Centennial Road and Highway #35. The actual legal description would be the Southwest Quarter of Section of 8, Township 26 North, Range 4 East of the 6th P.M., Wayne County, Nebraska that is west of the Logan Creek. Part of the city's thought is that this is the only I-2 area in the city of Wayne. It would not be appropriate to shrink this area any further, as there are other areas of I-1, it would be better to make this all I-2 and clean up the map. The area shaded in green on the map enclosed in the packet is I-1. Other areas of I-1 would be Great Dane and Heritage Homes. The area down around the Summer Sports Complex and the Wastewater Treatment

Plant and some areas down around the old REA yard on South Lincoln Street is I-1.

Commissioner Piper asked for a quick re-cap on the difference between the two zoning districts.

Inspector Hansen stated the main major difference between the two, was for example Gerhold Concrete. Presently, they are an illegal use where they are located. I-2 would allow them to emit particulate or odor or loud noises whereas in the I-1 that is not allowed, such as concrete grinding. Heavy manufacturing, if someone came in and wanted to smelt iron, where there was a lot of odor or heat, specifically where it was going to leave the property, would affect the neighbors.

Vice-Chair Brogie mentioned that in the zoning they are reviewing now, only calls it industrial not I-1 or I-2.

Inspector Hansen mentioned that if that happens, what the recommendation was to classify it by uses, light industrial, general industrial, and heavy industrial. If you had anything that was heavy industrial, you could make it a use by exception and place conditions on it, such as how close to a school or how close they could be to any adjacent neighbors or homes. But as of now that is not in the zoning code.

Commissioner Kranz questioned if maybe the I-2 zone should be expanded and if the business would want it zoned the either way.

Inspector Hansen noted that the prospective business owner want this area cleaned up one way or the either. Staff did not see any reason to shrink the area, if it were all rezoned to I-1 then there would be less I-2 zones in the city. This is the only area out there, staff thought it better to be all I-2.

Commissioner Sorensen questioned if the prospective buyer would be okay with all I-2.

Inspector Hansen stated that the buyer would prefer all I-2. Then if someone would challenge the ruling that what they are doing may not fit, they just want to make sure that what they are doing is without question.

Commissioner Piper commented that as it stands now, the buyer should be good under I-1 or I-2.

Inspector Hansen stated that was correct.

Commissioner Sweetland questioned if there was anyone out there that the Commission would need to worry about if they do make the area I-2.

Inspector Hansen stated that he has spoken with Virgil Kardell, Rod Tompkins, Stan Johnson who lives to the northwest of the area, and all were neutral and okay with the re-zoning. None seemed to have any issues with it. Someone from Concord Components also phoned and they were okay with the re-zoning as well.

Inspector Hansen stated that Virgil Kardell questioned the storage units he was putting up, but they are okay under I-1 and I-2.

Vice-Chair Brogie closed the public hearing and opened discussion up among the Commission members. There being none, Vice-Chair Brogie stated she would entertain a motion.

There being no further discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Sorensen to approve and forward a recommendation of approval to the City Council to rezone the area on the attached map from I-1 Light Industrial to I-2 Heavy Industrial and Manufacturing, with the area described as the part of the SW1/4 of Section 8, T26N, R4E of the 6th P.M., Wayne County, Nebraska, with the findings of fact being staff's recommendation, consistency with the Comprehensive Plan, and the current and future land use maps. Vice-Chair Brogie stated the motion and second. Roll call vote was taken with the following: Commissioner Kranz – aye; Commissioner Carstens – aye; Commissioner Giese – aye; Commissioner Piper – aye; Commissioner Sweetland – aye; Commissioner Sorensen – aye; and Vice-Chair Brogie – aye. All were in favor; Vice-Chair Brogie declared the motion carried unanimously.

There being no further business, motion was made by Commissioner Sweetland and seconded by Commissioner Carstens to adjourn the meeting. All were in favor; motion carried unanimously; meeting was adjourned.