AGENDA
CITY COUNCIL MEETING
March 5, 2013

1. **Approval of Minutes – February 19, 2013**

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. **Resolution 2013-9: Adopting Wellhead Protection Plan (Tabled from Last Meeting)**

4. Public Hearing: To Consider the Planning Commission's Recommendation regarding the Benscoter Addition PUD Replat 2 – Applicant, Windom Ridge, Inc. (Advertised Time: 5:30 p.m.)

Background: This action corrects errors and omissions on Replat 1.

Recommendation: The recommendation of the Planning Commission is to approve the changes.

5. **Resolution 2013-12: Approving Benscoter Addition PUD Replat 2**

6. Public Hearing: To Consider the Planning Commission's Recommendation Regarding the Preliminary and Final Plat for Angel Acres Addition – Applicant Windom Ridge, Inc. (Advertised Time: 5:30 p.m.)

Background: This subdivision plat has been reviewed and approved by the Planning Commission.

7. **Resolution 2013-13: Approving Preliminary and Final Plat and Authorizing Execution of the Subdivision Agreement for Angel Acres Addition**

Background: The preliminary and final plats have gone before the Planning Commission for approval. This Subdivision Agreement represents the understanding between the subdivider and the City regarding the responsibility for development of the subdivision.

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

Subdivision Agreement, as well as the Preliminary and Final Plats for Angel Acres.

8. **Ordinance 2013-18: Authorizing the Release and Abandonment of Easements – Angel Acres**

Background: This action is requested by Windom Ridge, Inc., who is the new owner of all the Boyle property that will be developed as Angel Acres. This vacates existing easements that match the old property line boundaries to allow new easements that match the new subdivision lot lines.

Recommendation: The recommendation of Joel Hansen, Zoning Administrator, is to vacate the old easements as requested.

9. **Public Hearing: To Consider the Planning Commission's Recommendation Regarding a Rezoning Request for Angel Acres Addition from R-1 Residential to R-2 Residential – Applicant Windom Ridge, Inc. (Advertised Time: 5:30 p.m.)**

Background: This action would allow multi-family dwellings up to 6 units and duplexes to be built in the subdivision. A letter from Jewell Cavner opposing the zoning change is in this packet.

Recommendation: This request is scheduled for a public hearing before the Planning Commission on March 4th. They will hear input from the public and make a recommendation to you on this.

10. **Ordinance 2013-19: Rezoning Angel Acres Addition from R-1 Residential to R-2 Residential**

Background: This action would allow multi-family dwellings up to 6 units and duplexes to be built in the subdivision.

Recommendation: This request is scheduled for public hearing before the Planning Commission on March 4th. The will hear input from the public and make a recommendation to you on this.

11. **Recess**

    a. **Convene as Community Development Agency**

    b. **Approve Minutes – January 15, 2013**

    c. **Approve CDA Claims**

    d. **Consideration and Adoption of CDA Res. 2013-1 Recommending Approval of a Redevelopment Plan Amendment for the Boyle's First Addition, Lot 2, Boyle's Second Addition, Lots 1, 2, 3, 4 and Lot 1, Admin Subdivision of Boyle's Outlot to the City of Wayne, Wayne County, Nebraska (Angel Acres)**

Background: This TIF Agreement covers the entire area of the Boyle property on the north side of 10th Street that has been purchased by Lou Benscoter and family d/b/a Windom Ridge, Inc. The amount of the TIF bond, as calculated by our TIF attorney, is $210,000, which will be used for land purchase, paving and utility infrastructure in the Angel Acres residential subdivision that is planned to be zoned R2. This project fits well into the 2012 and 2013 Mayor and Council strategic planning retreat goals.

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

e. Consideration and Adoption of CDA Res. 2013-2 Recommending Approval of a Redevelopment Plan Amendment for Lot 4 of Benscoter Addition Planned Unit Development Replat 1 of the City of Wayne, Wayne County, Nebraska (Angel Village)

Background: This TIF agreement covers the entire area of the large Lot 4 on the west side of Tomar Drive immediately north of the rugby fields. Lot 4 is the site of the 20 residences of the Windom Ridge, Inc. Angel Village retirement project. The amount of the TIF bond, as calculated by our TIF attorney, is $450,000 which will be used for land purchase, paving and utility infrastructure in the Angel Acres residential subdivision that is planned to be zoned R4. This project fits well into the 2012 and 2013 Mayor and Council strategic planning retreat goals.

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

f. Consideration and Adoption of CDA Res. 2013-3 Recommending Approval of a Redevelopment Plan Amendment for Lots 3 and 25 of Benscoter Addition Planned Unit Development Replat 1 of the City of Wayne, Wayne County, Nebraska

Background: This action will add these lots to the already approved rolling TIF Agreement in the Benscoter Subdivision. These lots are being developed with two large commercial buildings.

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

g. Adjourn CDA and Reconvene as Council

12. Public Hearing: Redevelopment Plan Amendment for the Boyle's First Addition, Lot 2, Boyle's Second Addition, Lots 1, 2, 3, 4 and Lot 1, Admin

Subdivision of Boyle's Outlot to the City of Wayne, Wayne County, Nebraska – Angel Acres (Advertised Time: 5:30 p.m.)

Background: This TIF Agreement covers the entire area of the Boyle property on the north side of 10th Street that has been purchased by Lou Benscoter and family d/b/a Windom Ridge, Inc. The amount of the TIF bond, as calculated by our TIF attorney, is $210,000 which will be used for land purchase, paving and utility infrastructure in the Angel Acres residential subdivision that is planned to be zoned R2. This project fits well into the 2012 and 2013 Mayor and Council strategic planning retreat goals.

13. Resolution 2013-14: Consideration and Adoption of the Mayor and Council of the City of Wayne, Nebraska, approving Redevelopment Plan Amendment and Related Matters

14. Public Hearing: Redevelopment Plan Amendment for Lot 4 of Benscoter Addition Planned Unit Development Replat 1 of the City of Wayne, Wayne County, Nebraska – Angel Village (Advertised Time: 5:30 p.m.)

Background: This TIF agreement covers the entire area of the large Lot 4 on the west side of Tomar Drive immediately north of the rugby fields. Lot 4 is the site of the 20 residences in the Windom Ridge, Inc., Angel Village retirement project. The amount of the TIF bond, as calculated by our TIF attorney, is $450,000 which will be used for land purchase, paving and utility infrastructure in the Angel Acres residential subdivision that is planned to be zoned R4. This project fits well into the 2012 and 2013 Mayor and Council strategic planning retreat goals.

15. Resolution 2013-15: Consideration and Adoption of the Mayor and Council of the City of Wayne, Nebraska, approving Redevelopment Plan Amendment and Related Matters

16. Public Hearing: Redevelopment Plan Amendment for Lots 3 and 25 of Benscoter Addition Planned Unit Development Replat 1 of the City of Wayne, Wayne County, Nebraska (Advertised Time: 5:30 p.m.)

Background: This action will add these lots to the already approved rolling TIF Agreement in the Benscoter Subdivision. These lots are being developed with two large commercial buildings.

17. Resolution 2013-16: Consideration and Adoption of the Mayor and Council of the City of Wayne, Nebraska, approving Redevelopment Plan Amendment and Related Matters

18. Ordinance 2013-9: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Saturday, March 16th, for St. Patrick's Day (Third and Final Reading)

19. **Ordinance 2013-10: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Friday, March 29th, and Saturday, March, 30th, for the Wayne Alumni Weekend (Third and Final Reading)**

20. **Ordinance 2013-14: Amending Wayne Municipal Code Section 6-18 Hours of Sale (Second Reading)**

21. **Ordinance 2013-20: Extending the Hours of Sale of Alcoholic Liquor to 2:00 a.m. on Friday, April 5th, and Saturday, April 6th, for the Wayne Rugby Tournaments**

22. **Ordinance 2013-15: Amending Wayne Municipal Code Section 34-32 Specific Enumeration (Second Reading)**

23. **Ordinance 2013-16: Amending Wayne Municipal Code Section 34-39 Nuisance; Duty of Owner or Occupant (Second Reading)**

24. **Ordinance 2013-17: Amending Wayne Municipal Code Section 34-40 Abatement of Nuisance (Second Reading)**

25. **Resolution 2013-17: Accepting Bid and Awarding Contract on 10th Street, Main to Windom Improvement Project**

Background: Included in this packet is a list of the bids received for the Tenth Street repaving project. The apparent low bidder is Steve Harris Construction, Homer, Nebraska.

Recommendation: The project engineer has reviewed the bids and is recommending that the contract be awarded to Steve Harris Construction in the amount of $504,776.06

26. **Resolution 2013-18: Approving Billboard Agreement with LAMAR**

Background: There is a large billboard sign in the way of the future intersection where Milo Drive will connect with Highway 35. This Agreement will provide for Lamar to be made nearly whole on the remaining lease agreement with the property owners, the remaining advertising contract on the sign, and the material value of the sign. These costs will be charged to the future Milo Drive paving district and assessed to the abutting property owners.

Recommendation: The recommendation of Lowell Johnson, City Administrator, is to approve the agreement on behalf of the future paving district.

27. **Resolution 2013-19: Approving Agreement for Professional Services with Olsson Associates for the "Milo Drive Paving & Utility Improvements Project" for a sum not to exceed $37,950.00**

28. **Ordinance 2013-21: Creating Street Improvement District 2013-1 – Milo Drive**

Background: This Council action will create a paving district to design, bid out and construct the first two blocks of Milo Drive, extending from Highway 35 north from a new intersection to be created across from the west Pac N Save entrance.

Recommendation: This street project has already been approved in our recent 1&6 year street improvement plan.

29. Adjourn

APPROVED AS TO FORM AND CONTENT:

_____
Mayor

_____
City Administrator

Wayne Public Library – Three-Year Technology Plan

Wayne Public Library Board of Trustees Minutes – January 8, 2013

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February 19, 2013

The Wayne City Council met in regular session at the Wayne Senior Center on Tuesday, February 19, 2013, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Jim Van Delden, Jon Haase, Nick Muir, Kaki Ley, Jennifer Sievers and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Dale Alexander.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on February 7, 2013, 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 Van Delden made a motion, which was seconded by Councilmember Brodersen, whereas, the Clerk has prepared copies of the Minutes of the meeting of February 5, 2013, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AMERICAN PUBLIC POWER, FE, 1075.43; AMERITAS, SE, 2053.27; APPEARA, SE, 159.77; BAKER & TAYLOR BOOKS, SU, 512.43; BANK FIRST, FE, 150.00; CITY EMPLOYEE, RE, 54.81; CITY EMPLOYEE, RE, 427.97; CAPSTONE PRESS, SU, 24.99; CITY OF WAYNE, PY, 58708.98; CITY OF WAYNE, RE, 350.00; CITY OF WAYNE, RE, 3800.00; COMMUNITY HEALTH, RE, 4.00; COPY WRITE PUBLISHING, SE, 85.34; DAVE'S UNIFORM CLEANING, SE, 81.00; DEARBORN NATIONAL LIFE, SE, 1714.27; DOESCHER APPLIANCE, SU, 89.00; ECHO GROUP, SE, 21.81; ED. M FELD EQUIPMENT, SU, 408.34; ELECTRIC

FIXTURE & SUPPLY, SU, 50.24; EMERITUS, RE, 240.00; FIRST CONCORD GROUP, SE, 400.00; FLOOR MAINTENANCE, SU, 191.50; G-NEIL, SU, 599.90; GEMPLER'S, SU, 50.25; GODFATHERS, SU, 28.00; GROSSENBURG IMPLEMENT, SU, 388.33; CITY EMPLOYEE, RE, 34.34; HARDING & SHULTZ, SE, 208.71; HHS REGULATION & LICENSURE, FE, 115.00; HOLIDAY INN, SE, 154.00; ICMA, SE, 5741.46; INGRAM BOOK COMPANY, SU, 930.35; IRS, TX, 20951.47; JOHNSON HARDWARE, SU, 72.62; KEPCO, SU, 4.35; MATT NELSON, RE, 318.40; MAXIMUM SOLUTIONS, SU, 4900.00; MID-STATES ENERGY WORKS, SE, 15092.45; MIDWEST LABORATORIES, SE, 724.50; MSC INDUSTRIAL, SU, 170.79; N.E. NEB ECONOMIC DEV DIS, SE, 787.90; CITY EMPLOYEE, RE, 2383.21; NE CODE OFFICIAL ASSOC, FE, 150.00; NE DEPT OF REVENUE, TX, 2878.29; NE LAW ENFORCEMENT, FE, 168.00; NE LIBRARY COMMISSION, SU, 950.00; NE PUBLIC HEALTH, SE, 98.00; NNPPD, SE, 13024.70; ONE CALL CONCEPTS, SE, 8.90; CITY EMPLOYEE, RE, 48.01; PEPSI-COLA, SU, 265.00; PRESTO X, SE, 144.64; PUSH-PEDAL-PULL, SE, 1900.00; QUALITY 1 GRAPHICS, SU, 100.00; RANDOM HOUSE, SU, 132.75; SGP SERVICES, SE, 79.88; SPARKLING KLEAN, SE, 1289.43; STADIUM SPORTING GOODS, SU, 65.25; ULINE, SU, 95.22; UNITED COMMUNICATIONS CORP, SU, 124.79; UTILITY EQUIPMENT, SU, 365.16; WAED, FE, 70.00; WAYNE AUTO PARTS, SU, 563.50; WAYNE HERALD, SE, 395.00; WAPA, SE, 32567.22; CITY EMPLOYEE, RE, 362.44; CENTURION TECHNOLOGIES, SU, 231.00; CLEAN ENERGY, FE, 500.00; CREDIT BUREAU, RE, 183.24; DE LAGE LANDEN FINANCIAL, SE, 394.00; ED. M FELD EQUIPMENT, SE, 487.00; FLOOR MAINTENANCE, SU, 202.56; FRY & ASSOCIATES, SU, 31950.00; GROSSENBURG IMPLEMENT, SU, 117.51; KRIZ-DAVIS, SU, 1508.04; CITY EMPLOYEE, RE, 808.79; MARCO, SE, 1304.00; MOONLIGHT TOWING, SE, 287.55; CITY EMPLOYEE, RE, 337.58; NE PUBLIC HEALTH, SE, 196.00; NPPD, SE, 309453.35; OLSSON ASSOCIATES, SE, 3076.06; OPTIMUM DATA, SU, 595.00; CITY EMPLOYEE, RE, 288.31; PITNEY BOWES, SE, 648.00; PROGRESSIVE PROPERTIES, RE, 34000.00; PROVIDENCE MEDICAL CENTER, SE, 117.00; QUILL, SU, 148.41; CITY EMPLOYEE, RE, 1053.95; UTILITIES SECTION, FE, 225.00; VERIZON, SE, 222.05

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

Mayor Chamberlain advised the public that a copy of the Open Meetings Act was located in the Wayne Public Library and was available for public inspection. In addition, he advised the public that the Council may go into closed session to discuss certain

agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Mayor Chamberlain declared the time was at hand for the public hearing regarding the Wellhead Protection Plan.

Garry Poutre, Superintendent of Public Works, provided some history on the process that took place in developing the Wellhead Protection Plan.

In the summer of 2010, Council approved applying for a grant that the NDEQ had for the City to take on the task of creating a "wellhead protection plan" and updating our wellhead protection area. At that time, JEO Consulting Group was hired as the engineer on the project and helped us through that process. The City was granted funds in the amount of $21,000 from NDEQ. The Council then approved spending $15,000 from the Water Department Fund as a match for that grant, along with around an in-kind match from the NRD in the amount of $5,000. A committee was then selected to develop the "wellhead protection plan." Knowing the area that the wellhead protection area would encompass, Mr. Poutre sought to get those landowners and people that owned and managed land inside the wellhead protection area to be representatives on the committee, as well as citizens of the community and city employees and a member of the City Council. Those landowners on the committee were: Doug Nelson, Don Nelson, and Dave Fouss, (property owners in the north wellhead protection area), and Dave Sievers and Ron Lundahl (property owners in the south wellhead protection area). The committee met several different times and public education meetings were held. In January, 2012, the Council approved the wellhead protection map/area.

On June 5, 2012, there was a public hearing on the Wellhead Protection Plan. At that time, there were several landowners, some of which were on the committee, who objected to the plan. They felt that the passage of this plan would put a bullseye on the area and increase the traffic by the EPA/DEQ. They also felt that the City would then become the EPA/DEQ's new watchdog. The Council then tabled action on the Resolution until they could do more research and obtain more information on the matter.

The goal of Nebraska's Wellhead Protection Program is to protect the land and groundwater surrounding public drinking water supply wells from contamination. Since approximately 85% of Nebraskans receive their drinking water from groundwater, preventing groundwater contamination is vital. A public water system is any water system that provides water to 25 or more people or 15 or more service connections.

The wellhead protection planning process includes identifying the land surrounding the public water supply wells to be protected, identifying potential sources of groundwater contamination within this area, and managing the potential contaminant sources. Emergency, contingency and long-term plans are also developed for the community water supply, all while educating and involving the public.

The reason for putting a wellhead protection plan in place is because the plan, from NDEQ's standpoint, shows that the City has gone through all of the necessary steps to protect and insure the protection of the City's water supply.

Mr. Poutre stated there are approximately 96 wellhead protection plans in the State of Nebraska. The wellhead protection area was first delineated in 2001 and then updated in 2011.

It was noted that the NDEQ designates the "wellhead protection area" not the City, and this plan is recognizing the efforts the City has done so far.

Mr. Poutre stated this is important for the community -- we have 5600 plus residents that rely on us, as employees and appointed officials, to protect this natural resource on their behalf. It's always cheaper to protect your resource than later have to clean it up.

Those that spoke against approving the plan were: Sheri Dunklau, Dave Domina (representing Don Nelson, Doug Nelson, David Fouss and Ron Lundahl), Kevin Koenig, Lisa Nelson, Scott Sievers, and Jon Temme.

Those that spoke in favor of the approving the plan were: Brian Reetz with the Nebraska Groundwater Foundation, David Shelton, Brian Bruckner, Joel Hansen, Harold Reynolds, and Rich Koenig of Health & Human Services.

BJ Woehler spoke in favor of and against the plan.

Letters in support of passing the Wellhead Protection Plan were also received from Charles Shapiro, Extension Specialist and Professor of Agronomy and Horticulture, Stan Staab, General Manager of the Lower Elkhorn NRD, and David Shelton

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

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

Councilmember Van Delden introduced Resolution 2013-9 and moved for its approval.

Mr. Poutre stated the deadline for submitting the plan to DEQ is April 1st, but he believed the City could get a 60-day extension if need be.

Said motion died for lack of a second.

Councilmember Sievers then made a motion to table action on Resolution No. 2013-9 until the next Council meeting; Councilmember Giese seconded. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Irene Fletcher, Assistant Executive Director of WAED, was present and advised the Council that the LB840 Sales Tax Advisory Committee met and reviewed two applications to Wayne's Economic Development Program Fund.

The Committee recommended approving a request by Angel Village, Inc. (Lou Benscoter) for $240,000 in funds to develop and construct Angel Village, a 20-unit senior living complex with commons building. The terms include a $240,000 performance based loan over 20 years paid back at 25% of loan if 6-11 units are sold and at 50% of loan if 12 or more units are sold. The Committee recommended a fund disbursement plan as build out occurs to be determined by the City.

Lou Benscoter was present to answer questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Van Delden approving the recommendation from the LB840 Sales Tax Advisory Committee to approve $240,000 in funds to develop and construct Angel Village, a 20-unit senior living complex with commons building, with the terms being:

- A $240,000 performance based loan over 20 years paid back at 25% of loan if 6-11 units are sold and at 50% of loan if 12 or more units are sold; and
- A fund disbursement plan as build out occurs to be determined by the City.

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

Irene Fletcher, Assistant Executive Director of WAED, stated the LB840 Sales Tax Advisory Committee also recommended approving a request by Wriedt Properties, Inc. (Bob Wriedt) for $33,000 in funds to develop its current trailer court into market rate apartments. The terms include a $33,000 performance based loan, with 1/6 of the funds being reimbursed to the developer as each trailer is moved from the development site.

Bob Wriedt was present to answer questions.

Councilmember Sievers made a motion, which was seconded by Councilmember Ley approving the recommendation from the LB840 Sales Tax Advisory Committee to approve $33,000 in funds for Wriedt Properties, Inc., to develop its current trailer court into market rate apartments, with the terms being:

- A $33,000 performance based loan, with 1/6 of the funds being reimbursed to the developer as each trailer is moved from the development site.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to rezoning Lots 2 and 4, Benscoter Addition PUD Replat 1 from B-1 Highway Business to R-4 Residential. The Applicant is Windom Ridge.

The Planning Commission reviewed the rezoning request at their public hearing on February 4, 2013, and forwarded a recommendation to approve the same subject to the following "Findings of Fact":

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

Lou Benscoter was present to answer questions.

Councilmember Sievers introduced Ordinance 2013-12, and moved for approval thereof; Councilmember Van Delden seconded.

ORDINANCE NO. 2013-12

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF LOTS 2 AND 4, BENSCOTER ADDITION PUD REPLAT 1 FROM B-1 HIGHWAY BUSINESS TO R-4 RESIDENTIAL.

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

Councilmember Sievers made a motion and Councilmember Van Delden seconded to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent and Councilmember Giese who voted Nay, the Mayor declared the motion carried.

Councilmember Sievers made a motion and Councilmember Giese seconded to move for final approval of Ordinance No. 2013-12. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Mayor Chamberlain declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the replat of Lot 5, Western Ridge Third Addition.

The Planning Commission held a public hearing on this matter and recommended approval thereof, with the correction of ownership and subject to the following "Findings of Fact":

- Staff's recommendation; and
- The replat is consistent with the comprehensive plan and the current and future land use map.

Brent Pick was present to answer questions.

City Clerk McGuire had not received any comments for or against this public hearing.

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

Councilmember Sievers introduced Resolution No. 2013-10 and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2013-10

A RESOLUTION APPROVING THE REPLAT OF LOT 5, WSTERN RIDGE THIRD ADDITION.

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

Administrator Johnson stated the following Resolution and Ordinance pertain to the sale of the South 90.75' of Lot 2, Longe's Addition to the City of Wayne, Wayne

County, Nebraska, to Benscoter, Inc., for the sum of $10,000. This is approximately a ½ acre area.

Councilmember Van Delden introduced Resolution No. 2013-11 and moved for its approval; Councilmember Haase seconded.

RESOLUTION NO. 2013-11

A RESOLUTION AUTHORIZING THE SALE OF THE SOUTH 90.75' OF LOT 2, LONGE'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO BENSCOTER, INC.

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

Councilmember Muir introduced Ordinance 2013-13, and moved for approval thereof; Councilmember Ley seconded.

ORDINANCE NO. 2013-13

AN ORDINANCE DIRECTING THE SALE OF THE SOUTH 90.75' OF LOT 2, LONGE'S ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO BENSCOTER, INC.

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

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

Councilmember Muir made a motion and Councilmember Ley seconded to move for final approval of Ordinance No. 2013-13. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Councilmember Giese introduced Ordinance 2013-9 and moved for approval of the second reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2013-9

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR THE ST. PATRICK'S DAY ACTIVITIES.

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

Councilmember Giese introduced Ordinance 2013-10 and moved for approval of the second reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2013-10

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR THE WAYNE HIGH SCHOOL ALUMNI ACTIVITIES.

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

Ken Jorgensen was present requesting Council consideration to amending Sec. 6-18 Hours of Sale of Alcoholic Liquor to mirror State Statute. This would change the time of closing from 1:00 a.m. to 2:00 a.m.

Councilmember Sievers had concerns regarding this amendment to the ordinance.

A suggestion was to amend the ordinance, but do so on a trial basis (e.g. for a period of one year).

Councilmember Brodersen opined she thought the 2:00 a.m. closings had already been on a trial basis.

Councilmember Giese introduced Ordinance 2013-14 and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2013-14

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 6 ALCOHOLIC BEVERAGES, SECTION 6-18 HOURS OF SALE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending Section 90-710 Parking Regulations of the Wayne Municipal Code. The Applicant, the City of Wayne, wishes to amend the parking requirement for retail stores.

The proposed amendment would change Retail Sales Establishment from one space per 200 square feet of gross floor area to 1 space per 200 square feet of sales floor area.

The Planning Commission reviewed the rezoning request at their public hearing on February 4, 2013, and forwarded a recommendation to approve the same subject to the following "Findings of Fact":

1. Staff recommendation; and

2. Consistency with the Comprehensive Plan and the current and future land use maps.

Councilmember Brodersen introduced Ordinance 2013-11, and moved for approval thereof; Councilmember Ley seconded.

ORDINANCE NO. 2013-11

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE VIII, BY AMENDING SECTION 90-710 PARKING REGULATIONS BY AMENDING THE SPACE REQUIREMENT FOR RETAIL SALES ESTABLISHMENTS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

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

Councilmember Ley made a motion and Councilmember Muir seconded to move for final approval of Ordinance No. 2013-11. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Joel Hansen, City Planner, stated that the following three ordinances address one of Council retreat goals – clarifying what are nuisances outdoors on private properties in the city limits and what the City can require to be removed or cleaned up. The primary

change is the addition of "furniture or appliances designed and intended for interior use only. Such items may include, but are not limited to, stoves, refrigerators, microwaves, televisions, electronic equipment, computer equipment, sofas, recliners and upholstered chairs." The Problem Resolution Team reviewed these changes to the code and recommended approval of the same.

Councilmember Sievers introduced Ordinance 2013-15 and moved for approval thereof; Councilmember Ley seconded.

ORDINANCE NO. 2013-15

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 34 ENVIRONMENT, ARTICLE II NUISANCES, SECTION 34-32 SPECIFIC ENUMERATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Sievers introduced Ordinance 2013-16 and moved for approval thereof; Councilmember Muir seconded.

ORDINANCE NO. 2013-16

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 34 ENVIRONMENT, ARTICLE II NUISANCES, SECTION 34-39 NUISANCE; DUTY OF OWNER OR OCCUPANT; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Giese introduced Ordinance 2013-17 and moved for approval thereof; Councilmember Haase seconded.

ORDINANCE NO. 2013-17

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 34 ENVIRONMENT, ARTICLE II NUISANCES, SECTION 34-40 ABATEMENT OF NUISANCE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Police Chief Marlen Chinn presented the job description for "Police Sergeant" and requested Council consideration to approving the same. The Civil Service Commission has been directed to start the process to create an eligibility list for this position. In the process, staff found that the job description needed updating. The Commission has reviewed this and recommends approval thereof.

Councilmember Brodersen made a motion and Councilmember Ley seconded approving the job description for Police Sergeant. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to approving the reappointment of Marci Thomas to the Civil Service Commission – 3 year term.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, approving the reappointment of Marci Thomas to the Civil Service Commission. Mayor Chamberlain stated the motion, and the result of roll call being all

Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Ley, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Alexander who was absent, the Mayor declared the motion carried and the meeting adjourned at 9:25 p.m.

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CLAIMS LISTING MARCH 5, 2013

CITY EMPLOYEE	VISION REIMBURSEMENT	121.00
AMAZON.COM, LLC	BOOKS	401.44
AMERICAN BROADBAND	FIBER LINE LEASE/TELEPHONE CHARGES	2,428.25
AMERICAN LEGAL	ORDINANCES	855.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,013.53
APPEARA	LINEN & MAT SERVICE	214.36
ARNIE'S FORD-MERCURY INC	CAP	16.21
BANK FIRST	FRATERNAL ORDER OF POLICE DUES	150.00
BLACK HILLS ENERGY	GAS BILLS	1,711.35
BLUE CROSS BLUE SHIELD	HEALTH INSURANCE PREMIUM	24,234.52
BOMGAARS	WIPER BLADES/WRENCHES/SHELF/ROPE ETC	913.45
CARHART LUMBER COMPANY	WALL HYDRANT/COUPLING/BITS/SCREWS ETC	823.56
CENTURYLINK	TELEPHONE CHARGES	310.97
CHEMQUEST, INC.	QUARTERLY MONITORING	595.00
CITY OF NORFOLK	INSPECTIONS	204.21
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	700.00
CITY OF WAYNE	PAYROLL	63,973.09
CITY OF WAYNE	UTILITY REFUNDS	225.00
COLONIAL RESEARCH	LIME CLEANER	181.08
COMMUNITY HEALTH	HEALTH CHARITIES	4.00
CONSOLIDATED MANAGEMENT	TRAINING CENTER MEALS	32.75
DAKOTA BUSINESS SYSTEMS	LIBRARY COPIER LEASE	103.50
DE LAGE LANDEN FINANCIAL	SR CENTER COPIER LEASE	77.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	106.64
ECHO GROUP INC JESCO	LIGHT HOUSING/BALLAST/BULB	510.50
ELECTRIC FIXTURE & SUPPLY	WALL HEATER	127.69
ENVIROTECH SERVICES, INC	DEICER	5,218.84
FASTENAL CO	BOLTS/SCREWS	89.76
FIRST CONCORD GROUP LLC	FLEX DEDUCTIONS	3,701.94
FLOOR MAINTENANCE	HAND WASH/SANITIZER	108.30
FREDRICKSON OIL CO	OIL/ANTIFREEZE	1,656.60
GLEN'S AUTO BODY	DOOR HANDLE REPAIR	180.79
GP GFOA	MEMBERSHIP DUES	85.00
GROSSENBURG IMPLEMENT INC	TELECOPING WAND/BEARINGS/SOCKET	232.07
HOLIDAY INN	LODGING-B LOBERG	259.90
HOUCHEN BINDERY LTD	BOOK COVERING	53.75
ICMA RETIREMENT TRUST	ICMA RETIREMENT	5,734.26
INDUSTRIAL TOOL	DRILL BITS	172.01
IRS	FEDERAL WITHHOLDING	22,262.59
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,135.16
KTCH AM/FM RADIO	BARK PARK-RADIO ADS	88.00
LERNER PUBLISHING GROUP	BOOKS	284.50
LIVING HERE	2 YR SUBSCRIPTION	27.00
LYDELL HEGGEMEYER	ENERGY INCENTIVE	214.64
MAIN STREET AUTO CARE	OIL LINE/TRANSMISSION REPAIR/TOWING	1,169.70

MARCO INC	SR CENTER COPY CONTRACT/OVERAGES	970.46
MENARDS - NORFOLK	AIRPORT BATHROOM REPAIRS	227.11
CITY EMPLOYEE	HEALTH REIMBURSEMENT	3,608.42
NE DEPT OF HEALTH	WADING/POOL PERMITS	80.00
NE DEPT OF REVENUE	STATE WITHHOLDING	2,951.49
NE PUBLIC HEALTH	FLUORIDE/COLIFORM TESTING	963.00
NORFOLK DAILY NEWS	ADS-10TH ST	59.42
N.E. NE AMERICAN RED CROSS	PAYROLL DEDUCTIONS	59.24
NORTHEAST NE PUBLIC POWER	ELECTRICITY	5,189.00
QUILL CORPORATION	OFFICE SUPPLIES	202.33
CITY EMPLOYEE	VISION REIMBURSEMENT	206.00
SHARON M HUGHES	ENERGY INCENTIVE	500.00
STATE FARM INSURANCE	SURETY BOND-N BRADEN	563.00
STATE NATIONAL BANK	LIBRARY PETTY CASH	105.89
TASTE OF HOME BOOKS	BOOK	31.98
TRANS-IOWA EQUIPMENT, INC	DIRT SHOE RUNNERS	163.51
TRI AIR TESTING	AIR ANALYSIS	458.00
UNITED WAY	PAYROLL DEDUCTIONS	12.40
VAKOC CONSTRUCTION CO	PAINT	31.99
VIAERO	CELL PHONES	206.03
VOSS LIGHTING	LIGHT BULBS-AIRPORT	224.10
WAKEFIELD REPUBLICAN	SUBSCRIPTION	27.00
WAYNE COUNTRY CLUB	2013 MEMBERSHIP DUES	6,425.00
WAYNE COUNTY COURT	BOND	150.00
WESCO DISTRIBUTION INC	ARRESTER	402.57

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RESOLUTION NO. 2013-9

A RESOLUTION ADOPTING WELLHEAD PROTECTION PLAN.

WHEREAS, in January of 2011, the City of Wayne moved forward with the establishment of the Wayne Source Water Protection Project with grant funding from the Nebraska Department of Environmental Quality Source Water Protection Program; and

WHEREAS, the overall intent of the Wayne Source Water Protection Project was to create a Wellhead Protection Plan, which will lay out a roadmap for pollution prevention action over the next 5-10 years, including encouragement of source water friendly land uses; and

WHEREAS, the Wellhead Protection Plan is complete and ready for public inspection; and

WHEREAS, NDEQ regulations require documentation that the plan has been formally adopted by the governing body of the City of Wayne in the form of a Resolution and further requires approval of the Plan at the State Level; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the governing body of the City of Wayne does herewith adopt the Wellhead Protection Plan in its entirety and does herewith request approval of the plan at the State Level.

BE IT FURTHER RESOLVED, that the Wayne Wellhead Protection Plan Committee, a standing committee, is hereby established to provide continuous communication and management of the Wellhead Protection Plan, and that the members of the existing Wellhead Steering Committee are hereby appointed to serve on the Wayne Wellhead Protection Plan Committee.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

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RESOLUTION NO. 2013-12

A RESOLUTION APPROVING THE REPLAT OF THE BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2.

WHEREAS, the Planning Commission, upon review of the Replat of the Benscoter Addition Planned Unit Development Replat 2, on March 4, 2013, recommended approval thereof subject to the following "Findings of Fact":

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Replat of the Benscoter Addition Planned Unit Development Replat 2, be approved subject to the recommendations of the Planning Commission.

PASSED AND APPROVED this 5th day of March, 2013.

CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

_____
City Clerk

BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2
TO THE CITY OF WAYNE, NEBRASKA.

This survey was prepared at the request of Lonn Fenneseter Jr., Wayne County, Nebraska.

LEGAL DESCRIPTION
A tract of land located in the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 18, T26N, R4E of the 6th P.M. Wayne County, Nebraska, being more particularly described as follows:

Beginning at the Northeast corner of Benscoter Addition Planned Unit Development Replat 1, thence on the East line of said Development to the Southeast corner of said Development, S 01°49'10" E on an assumed bearing, S 01°49' 50" E, 953.75 feet; thence S 89°01'11" W on the South line of said Development, 1441.45 feet to the Southeast corner of said Development; thence N 00°00'00" E, 110.01 feet to a point on the West line of Lot 14 of said Development; thence N 10°55'57" W on said West line, 64.00 feet to a point on the Northeasterly line of said Development; thence N 90°00'00" E on said Northeasterly line, 1717.54 feet to the Point of Beginning, containing 18.87 acres, more or less.

CONSENT OF OWNERS AND LIEN HOLDERS
KNOWN ALL MEN BY THESE PRESENT THAT: We, Windom Ridge, Inc., Wayne Hospitality Group, LLC, Northeast Nebraska Investors, LLC, the City of Wayne, Nebraska, Citizens State Bank, Laurel, McDonald Construction, FAM Bank, Wayne, City of Wayne, Northeast Economic Development, Inc., and Prairie Sone, Inc. being the owners/lienholders of the land described hereon, have caused Benscoter Addition Planned Unit Development Replat 1 a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, T26N, R4E of the 6th P.M. in the County of Wayne, Nebraska, to be surveyed, replatted, and designated as Lots 1 thru 26 of Benscoter Addition Planned Unit Development Replat 2, to the City of Wayne, Nebraska, as shown on the accompanying plat thereof, and that the foregoing Addition is made with free consent and in accordance with the desire of the undersigned owners and proprietors.

OWNER:

For Windom Ridge, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public qualified for said county, personally came _____ representing Windom Ridge, Inc. known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

LIENHOLDER:

For Citizens State Bank, Laurel

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public qualified for said county, personally came _____ representing Citizens State Bank, Laurel, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

LIENHOLDER:

For McDonald Construction

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public qualified for said county, personally came _____ representing McDonald Construction, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

OWNER:

For Wayne Hospitality Group, L.L.C.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public qualified for said county, personally came _____ representing Wayne Hospitality Group, L.L.C., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

LIENHOLDER:

For FAM Bank, Wayne

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public qualified for said county, personally came _____ representing FAM Bank, Wayne, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

LIENHOLDER:

For City of Wayne

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public qualified for said county, personally came _____ representing City of Wayne, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

LIENHOLDER:

For Northeast Economic Development, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public qualified for said county, personally came _____ representing Northeast Economic Development, Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

LIENHOLDER:

For Prairie Sone, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Prairie Sone, Inc. known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

OWNER:

For Northeast Nebraska Investors, L.L.C.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Northeast Nebraska Investors, L.L.C., known to be the identical person who signed the foregoing Consent and Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

OWNER:

For City of Wayne, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Northeast Nebraska Investors, L.L.C., known to be the identical person who signed the foregoing Consent and Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ___ day of _____, 2013 Notary Public

CITY ZONING
The above plat approved by the City Zoning Administrator of the City of Wayne, Nebraska, on the ____ day of _____, 2013.

_____
Zoning Administrator, City of Wayne

ABSTRACTOR'S CERTIFICATE
I _____, a Registered Land Abstractor, hereby state that on the ____ day of _____, 2013, Windom Ridge, Inc., Wayne Hospitality Group, LLC, Northeast Nebraska Investors, LLC, the City of Wayne, Nebraska, Citizens State Bank, Laurel, McDonald Construction, FAM Bank, Wayne, City of Wayne, Northeast Economic Development, Inc., and Prairie Sone, Inc., appeared as title holders/lienholders of record of the land described in the surveyor's certificate.

_____
Registered Land Abstractor

CITY COUNCIL APPROVAL
The above Replat approved by the City of Wayne, Nebraska, by resolution Number _____, duly passed by the City Council on this ____ day of _____, 2013.

_____ _____
Mayor, City of Wayne City Clerk

PLANNING COMMISSION APPROVAL
The foregoing was heard at Public Hearing by the Planning Commission at a regular meeting after proper notice on _____ day of _____, 2013.

_____ _____
Chairman Secretary

SURVEYOR'S CERTIFICATE
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on January 28, 2013, and that all dimensions are as last and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska R.L.S. #607 Date

NEBRASKA LS-550 TERRY L. SCHULZ

N
W E
S

Drawn By: SBW
Date: February 11, 2013
Project Number: S-090-103
Scale: 1" = 60'

0 30 60 120
SCALE IN FEET

LEGEND

- ● Property Corner Found
- ○ Property Corner Set (5/8" x 24" I.B. w/Cap)
- □ Calculated Point
- M Measured Distance
- R Recorded Distance (T.L.R.) Terry L. Rothanzl, R.L.S. #607, Dated February 28, 2011
- C Calculated Distance

UTILITY EASEMENT
As follows unless otherwise noted.
Street Sides = 7.00'
Side Yard = 5.00'
Rear Yard = 8.00'

SETBACKS
As follows unless otherwise noted.

Lots 1
Front, Side Yard, Rear = 25.00'

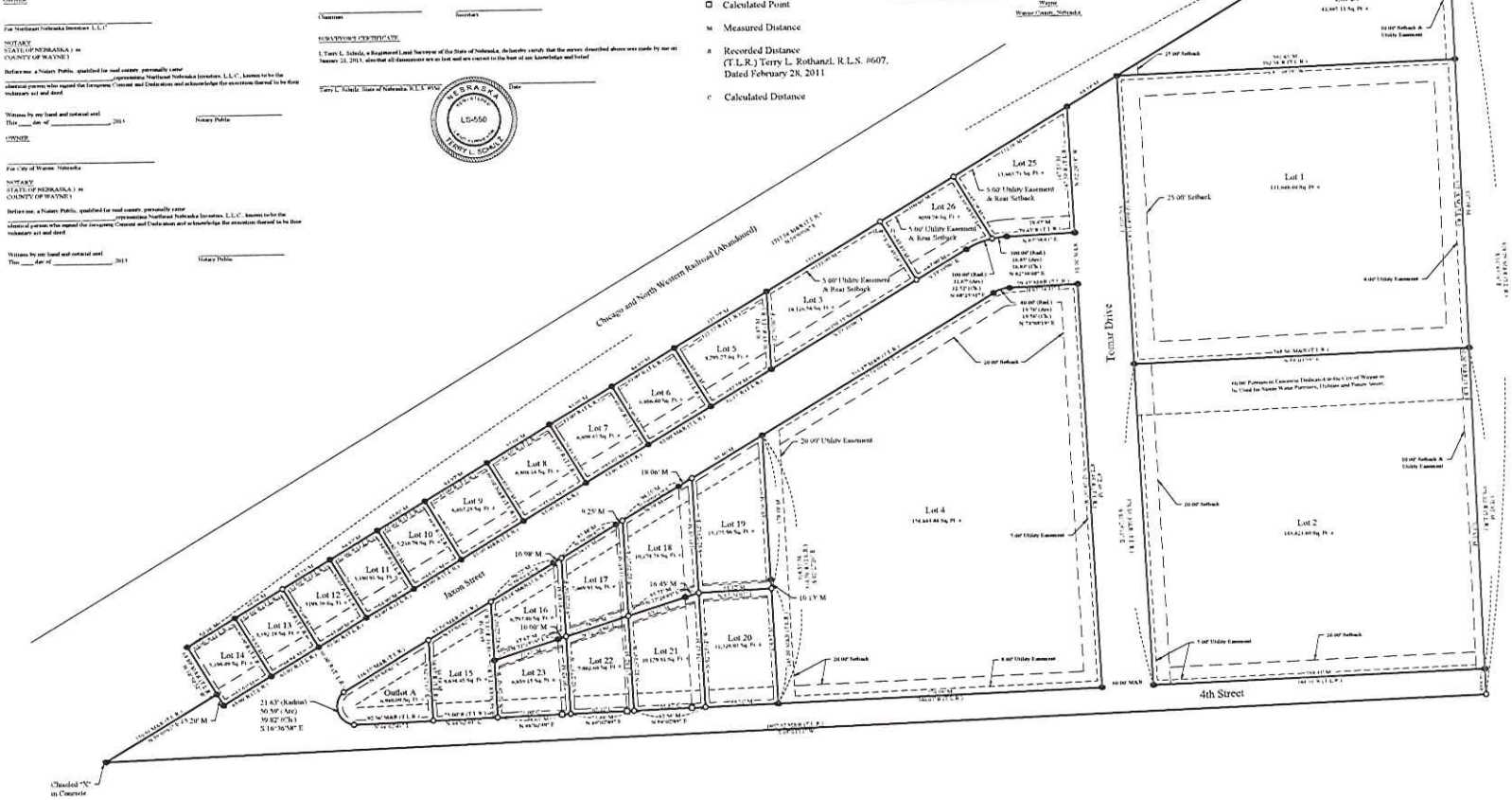
Lots 2
Front & Street = 30.00'
Side Yard = 0
Rear = 10.00'

Lots 3 thru 23
Front & Street= 20.00'
Side Yard = 5.00'
Rear = 10.00'

Lots 5, 23 & 24
Front & Street= 25.00'
Side Yard = 5.00'
Rear = 5.00'

Lot 4
All Setbacks = 20.00'

Lot 24
Front = 25.00'
Side Yard = 0
Rear = 10.00'



ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923

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RESOLUTION NO. 2013-13

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLATS AND SUBDIVISION AGREEMENT FOR ANGEL ACRES, AND AUTHORIZING THE EXECUTION OF THE SUBDIVISION AGREEMENT.

WHEREAS, the Planning Commission, upon review of the Preliminary and Final Plats of Angel Acres, legally described as:

> A tract of land located in the Northwest 1/4 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:
>
> Beginning at the point of intersection with the East line of Providence Road and the North line of 10th Street, said point being the Southwest corner of Lot 3 of BOYLE'S SECOND ADDITION to the City of Wayne, Nebraska; thence N 02°41'28" W on an assumed bearing on the East line of said Providence Road, 352.48 feet to the Southwest corner of Lot 1 of EAST RIDGE ADDITION; thence N 87°35'56" E on the South line of said Lot 1, 149.87 feet to the Southeast corner of said Lot 1; thence N 01°44'12" W on the East line of said EAST RIDGE ADDITION, 389.54 to the Southwest corner of Lot 1 of BOYLE'S FIRST ADDITION; thence N 87°34'56" E on the South line of said Lot 1, 150.00 feet; thence S 01°40'00" E on the South line of said Lot 1, 25.26 feet; thence N 87°35'51" E on the South line of said Lot 1, 270.22 feet to the Southeast corner of said Lot 1, said point being on the West line of Lot 1 of LONGE'S ADDITION; thence S 01°44'39" E on the West line of said Lot 1, 182.83 feet to the Northwest corner of Lot 2 of said LONGE'S ADDITION; thence N 87°35'56" E on the North line of said Lot 2, 239.90 feet to the Northeast corner of said Lot 2; thence S 01°43'59" E on the East Line of said Lot 2, 181.50 feet to the Southeast corner of said Lot 2; thence S 87°35'56" W on the South line of said Lot 2, 239.86 feet to the Southwest corner of said Lot 2, said point being the Northwest corner of Lot 3 of CENTENNIAL VALLEY SECOND ADDITION; thence S 01°44'39" E on the West line of said Lot 3, 353.29 feet to a point on the North line of said 10th Street; thence S 87°40'46" W on said North line, 564.27 feet to the Point of Beginning, containing 9.20 acres, more or less,

on March 4, 2013, recommended approval thereof, based upon the following "Findings of Fact":

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

WHEREAS, the same is also conditioned upon the execution of a Subdivision Agreement, as required in Section 404.05 of the Wayne Subdivision Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Preliminary and Final Plats of Angel Acres be approved subject to the recommendations of the Planning Commission and the foregoing "Findings of Fact", and that the Mayor is hereby authorized to sign the Subdivision Agreement on behalf of the City of Wayne.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

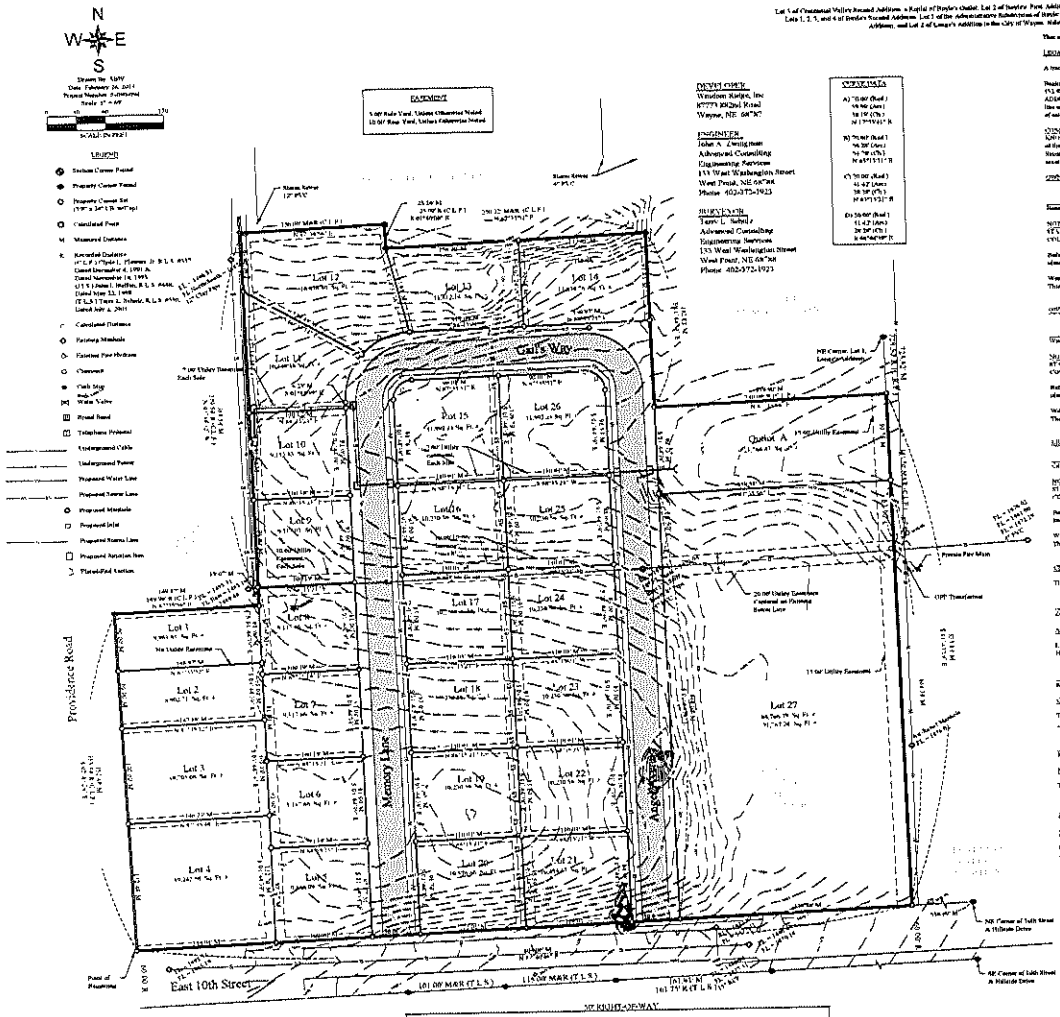
ATTEST:

_____
City Clerk

Preliminary Plat

ANGEL ACRES ADDITION

Lot 1 of Centennial Valley Second Addition, a Replat of Boyle's Outlot; Lot 2 of Boyle's First Addition, a Replat of Boyle's Subdivision
Lots 1, 2, 3, and 4 of Boyle's Second Addition; Lot 1 of the Administrative Subdivision of Boyle's Outlot, A Part of Boyle's Second
Addition; and Lot 2 of Longe's Addition to the City of Wayne, Nebraska



EASEMENT

5.00' Side Yard, Unless Otherwise Noted
10.00' Rear Yard, Unless Otherwise Noted

OWNER/DEV.
Winston Ridge, Inc
87775 202nd Road
Wayne, NE 68787

ENGINEER
John A. Zwiebel
Advanced Consulting
Engineering Services
133 West Washington Street
West Point, NE 68788
Phone 402-372-2923

SURVEYOR
Terry L. Schulz
Advanced Consulting
Engineering Services
133 West Washington Street
West Point, NE 68788
Phone 402-372-2923

CURVE DATA

A)	73.00' (Rad.)	99.96' (Arc)	N 17°19'11" E
B)	70.00' (Rad.)	96.20' (Arc)	N 17°19'11" E
C)	70.00' (Rad.)	41.42' (Arc)	N 47°13'31" E
D)	70.00' (Rad.)	41.42' (Arc)	N 47°13'31" E

Surveyor's Note: Boundary Line Shown Hereon Is Based On Survey Data Only. Not Intended To Show Ownership Or Possession.

Survey was prepared at the request of Larry Reporter, Wayne, Nebraska.

LEGAL DESCRIPTION

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

Beginning at the point of intersection with the East line of Providence Road and the North line of 10th Street, said point being the Southeast corner of Lot 1 of BOYLE'S FIRST ADDITION to the City of Wayne, Nebraska; thence N 02°40'12" W on an assumed bearing on the East line of said Providence Road, 152.48 feet to the Southwest corner of Lot 1 of EAST RIDGE ADDITION; thence N 87°15'56" E on the South line of said Lot 1, 149.87 feet to the Southeast corner of said Lot 1; thence N 02°15'51" W on the East line of said EAST RIDGE ADDITION, 194.34 feet to the Southwest corner of Lot 1 of BOYLE'S FIRST ADDITION; thence N 87°15'56" E on the South line of said Lot 1, 150.00 feet; thence S 02°15'51" E on the South line of said Lot 1, 27.26 feet; thence N 87°15'51" E on the South line of said Lot 1, 279.32 feet to the Southwest corner of said Lot 1; thence S 01°15'51" E on the East line of Lot 1 of LONGE'S ADDITION, thence S 01°46'58" E on the West line of said Lot 1, 363.41 feet to the Southwest corner of Lot 1; said point also being on the North line of said Little Street; thence S 87°02'41" W on said North line, 664.06 feet to the Point of Beginning, containing 11.14 acres, more or less, of land.

OWNERS OF RECORD AND LIENHOLDERS

KNOWN ALL MEN BY THESE PRESENTS THAT: We, Bonanza, Inc., Winston Ridge, Inc., a Nebraska Corporation, Citizens State Bank, Laurel, Nebraska, Private Assembly of God, A Nebraska Non Profit Corporation, Homestead Capital Co., Inc., and the City of Wayne, Nebraska being the owners/lienholders of the land described herein, have caused Lot 1 of Centennial Valley Second Addition, a Replat of Boyle's Outlot; Lot 2 of Boyle's First Addition, a Replat of Boyle's Subdivision; Lots 1, 2, 3, and 4 of Boyle's Second Addition; Lot 1 of the Administrative Subdivision of Boyle's Outlot, a Part of Boyle's Second Addition; and Lot 2 of Longe's Addition to the City of Wayne, Nebraska, to be surveyed, replatted, and designated as Lots 1 thru 27 of ANGEL ACRES ADDITION to the City of Wayne, Nebraska, in accordance with the desire of the undersigned owners and proprietors.

OWNER

Bonanza, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Bonanza, Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2014 Notary Public

OWNER

Winston Ridge, Inc., A Nebraska Corporation

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Winston Ridge, Inc. known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2014 Notary Public

LIENHOLDER

Citizens State Bank, Laurel, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Citizens State Bank, Laurel, Nebraska known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2014 Notary Public

CITY APPROVAL

This above plat approved by the City Zoning Administrator of the City of Wayne, Nebraska, on the ____ day of _____, 2014

_____
Zoning Administrator, City of Wayne

ABSTRACTOR'S CERTIFICATE

I, _____, a Registered Land Abstractor, hereby state that on the ____ day of _____, 2014 Bonanza, Inc., Winston Ridge, Inc., A Nebraska Corporation, Citizens State Bank, Laurel, Nebraska, Private Assembly of God, A Nebraska Non Profit Corporation, Homestead Capital Co., Inc., and the City of Wayne, Nebraska appeared as title holders/lienholders of one-sixth of the land described in the appropriate certificate.

_____
Registered Land Abstractor

CITY COUNCIL APPROVAL

The above plat approved by the City of Wayne, Nebraska, by resolution Number _____ duly passed by the City Council on the ____ day of _____, 2014

_____ _____
Mayor, City of Wayne City Clerk

PLANNING COMMISSION APPROVAL

The foregoing was heard at Public Hearing by the Planning Commission at a regular meeting after proper notice on ____ day of _____, 2014

_____ _____
Chairman Secretary

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on February 18, 2014, that the All dimensions are in feet and are correct to the best of my knowledge and belief.

Terry L. Schulz, State of Nebraska LLS # LS-590

Date _____

NEBRASKA
REGISTERED
LS-590
TERRY L. SCHULZ

OWNER

Private Assembly of God, A Nebraska Non Profit Corporation

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Private Assembly of God, A Nebraska Non Profit Corporation, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2014 Notary Public

LIENHOLDER

Homestead Capital Co., Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Homestead Capital Co., Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2014 Notary Public

OWNER

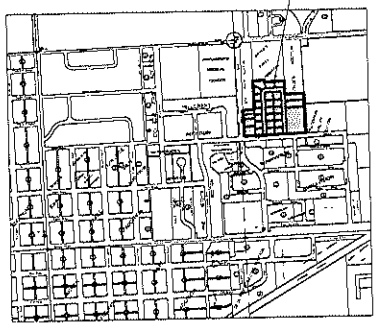
City of Wayne, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing City of Wayne, Nebraska, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2014 Notary Public

Situation Sketch



Wayne,
Wayne County, Nebraska

ADVANCED CONSULTING ENGINEERING SERVICES

SUBDIVISION AGREEMENT
ANGEL ACRES ADDITION TO THE CITY OF WAYNE

THIS AGREEMENT, made and entered into this 5th day of March, 2013, by and between WINDOM RIDGE, INC (hereinafter referred to as the "Subdivider" and the CITY OF WAYNE, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City")

WITNESSETH

WHEREAS, Subdivider is the owner of the land included within the proposed plat attached hereto as Exhibit "A", commonly known as , (hereinafter referred to as the "Area to be Developed") is within the City's zoning and platting jurisdiction; and,

WHEREAS, the Subdivider requires public improvements in the area to be developed; and,

WHEREAS, the Subdivider desires to have the area to be developed within the City's corporate limits; and

WHEREAS, the Subdivider wishes to connect the water system and the system of sanitary sewers constructed within, the area to be developed, to the sewer system of the City; and,

WHEREAS, the parties wish to agree upon the manner and the extent to which public funds may be expended in connection with public improvements to be constructed within the area to be developed and the extent to which the contemplated public improvements specially benefit property in the area to be developed and to what extent the cost of same shall be specially assessed.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

For the purpose of this Agreement, the following words and phrases shall have the following meanings:

A. The "cost" or "entire cost" of a type of improvement shall be deemed to include all construction costs, engineering fees, attorneys' fees, testing expenses, publication costs; financing costs and miscellaneous costs. The Subdivider will have the option of to install water, sewer, storm water system and street improvements in accordance with city standards or establish extension Districts with the City to have the work completed. In the use of improvement districts, financing costs shall include all financing fees and bond fees and financing to date of levy of special assessments. The date of levy of special assessments shall mean within six (6) months after acceptance of the improvement by the City.

B. "Property benefited" shall mean property within the Subdivider's subdivision (Exhibit "A") which constitutes building sites.

C. "District" shall mean an improvement district formed by action of the Wayne City Council for the purpose of designing, financing and constructing public improvements for the subdivision.

SECTION 1

Subdivider and City covenant that public improvements shall be installed and provided as set forth herein.

A. Concrete paving of streets dedicated, per the plat (Exhibit "A"" all of said paving to be twenty eight (28) feet in width and constructed according to city standards. The entire cost of paving and storm sewer improvements except for intersections shall be paid by the Subdivider or specially assessed to the property benefited.

B. All sanitary sewer mains, manholes and related appurtenances constructed according to city standards in dedicated street rights-of-way and easements, per plat (Exhibit "A"), same to be located on sanitary sewer plan prepared by Olsson Associates. The entire cost of sanitary sewer improvements shall be paid by the Subdivider or specially assessed to the property benefited.

C. Storm water system, inlets, manholes, and related appurtenances constructed according to city standards in street rights-of-way and easements, per plat (Exhibit "A"), to be located on storm water system plan prepared by Advanced Consulting Engineering Services. The Subdivider or the District will be responsible for the design, financing and construction of said storm sewer improvements. The entire cost of storm sewer improvements shall be paid by the Subdivider or specially assessed to the property benefited.

E. Water distribution mains, hydrants and valves constructed according to city standards within street rights-of way and easement per plat (Exhibit "A") on water plan prepared by Advanced Consulting Engineering Services. The Subdivider or District will be responsible for the design, financing and construction of said water distribution improvements. The entire cost of the water distribution improvements shall be paid by the Subdivider or specially assessed to the property benefited.

F. Natural gas distribution mains located within dedicated street rights-of-way dedicated per plat (Exhibit "An) to be installed by the local gas franchisee. Any additional cost participation required by the local gas franchisee for the installation of gas mains, if any, shall be borne by the Subdivider.

G. Underground electrical service to each buildable lot within the subdivision shall be provided by the City of Wayne at no cost to the Subdivider

H. Street lighting for public streets dedicated per plat (Exhibit "A") shall be provided by the Subdivider.

I. The sidewalk on each lot within the area to be developed shall be constructed at the cost of the builder at the time of construction of the house.

J. Grading for the subdivision shall be completed by the Subdivider at the Subdivider's expense.

K. Prior to planting any trees within public street right-of-way, approval for such planting must be approved from the City of Wayne Street Department.

L. The building line setback lines will be established by the Zoning for the subdivision

SECTION II

Subdivider and City covenant and agree that any utility extension District created by the City will:

A. Abide by and incorporate into all of its construction contracts the provisions required by the regulations of the City pertaining to construction of public improvements in subdivisions and testing procedures therefore except as otherwise provided in this agreement.

   a. Except as may otherwise be mutually agreed to by the City and the Subdivider, all of said Districts' levy of special assessments shall be made in such a manner so as to assure that the entire burden of the levy is borne, on an equitable basis, by lots or parcels which are truly building sites.

B. If any lot, parcel or other area within the area to be developed is not a building site by reason of insufficient size of dimensions, or by reason of easements or similar burdens, or for any other reason, then no portion of the total amount shall be levied against said unbuildable lot, parcel or other area.

C. The District's engineer shall provide the following information to the City at least 20 days prior to the meeting of the City Council held to propose the levy of special assessments:

   (1) A detailed schedule of the proposed special assessment and/or the amount of general obligation costs of any improvement or acquisition.

   (2) A plat of the area to be assessed.

   (3) A full and detailed statement of the entire cost of each type of improvement, which statement or statements shall separately show:

      (a) The amount paid to the contractor.

(b) A special itemization of all other costs of the project, including but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, financing costs, .including, but nor limited to, interest on all warrants to date of levy of special assessments, estimated fiscal agent's fees and bond fees.

(c) A special itemization of all costs of the District not itemized in (a) and (b) above.

D. The City agrees that it will not unreasonably delay acceptance of an improvement and that City shall levy special assessments within six (6) months after acceptance of the improvement.

SECTION III

A. Subject to the conditions and provisions hereinafter specified, the City hereby grants permission to the Subdivider to connect its water and sewer system to the sewer system of the" City in such manner and at such place or places designated on plans submitted by the District's engineer and approved by the City.

B. Without prior written approval by the City, the Subdivider shall not permit any sewer lines or sewers outside the presently described boundaries to be connected to: The sewer or sewer lines of the subdivision, any sewers of the City, any outfall sewer of the City, or any sewage treatment plant of the City. The City shall have exclusive control over connections to its sewers whether inside or outside the subdivision boundaries.

C. At all times, all sewage from and through said subdivision into the City sewer system shall be in conformity with the ordinances, regulations, and conditions applicable to sewers and sewage within the City as now existing and as from time to time may be amended.

D. Before any connection from any premises to the sewer system of the subdivision may be made, a permit shall be obtained for said premises. and its connection from the City, it being expressly understood that the City reserves the right to collect all connection charges and fees as required by city ordinances or rules now or hereafter in force; all such connections shall comply with minimum standards prescribed by the City.

E. Notwithstanding any other provisions of this Agreement, City retains the right to disconnect the sewer of any industry, or other sewer user within the area to be developed, which is discharging into the sewer system in violation of any applicable ordinance, statute, rule or regulation.

SECTION IV

A. All buildings built in the Angel Acres Subdivision, shall be constructed in compliance with the most recent National Energy Code Requirements at the time of application for the building permit.
B. A minimum shade canopy of two large species deciduous trees is required to be maintained perpetually on each residential lot in the subdivision
C. A permanent soak away storm water detention area with the holding capacity of 1/2" of runoff from the impermeable surfaces on each lot will be required within the boundaries of each lot at the cost of the Subdivider unless mitigated with the written approval of the city
D. Storm Water Retention Mitigation Costs in lieu of the permanent detention area. The fee will be set at $0.10 per square feet of impermeable surface built on each lot and payable at the time of approval of the building permit.

SECTION V

Additional Platting.

In the event the Subdivider shall final plat additional lots which area a part of an approved preliminary plat which he wishes to connect to the city sewer system, this Agreement shall be amended by the parties to provide payment of the current fee for the additional lots before any building permits are issued by the City.

SECTION VI

A. Installation of entrance signs or related fixtures and any median landscaping and related fixtures shall be paid for by the Subdivider. Plans for such proposed improvements that are to he located in public right-of-way and a proposed maintenance agreement for the improvements must be submitted to the City for review and approval prior to the installation of improvements.

B. No separate administrative entity nor joint venture, among the parties, is deemed created by virtue of the Subdivision Agreement.

C. The administration of this Subdivision Agreement shall be through the offices of the undersigned officers for their respective entities.

D. Binding Effect. This Subdivision Agreement shall be binding upon parties, their respective successors and assigns.

IN WITNESS WHEREOF, we the executing parties, by our respective duly authorized agents, hereby enter into this Agreement, effective on the day and year first above written.

ATTEST:

CITY OF WAYNE

_____
CITY CLERK

_____
MAYOR Date

WINDOM RIDGE, INC., SUBDIVIDER

_____
ATTEST

_____
President Date

STATE OF NEBRASKA)

COUNTY OF WAYNE)

On this _____ day of March, 2013, before me a Notary Public, duly commissioned and qualified in and for said County, appeared _____, President, Windom Ridge, Inc., who is personally known by me to be the identical person whose name is affixed to the Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as such officer of said corporation.

Witness my hand and Notarial Seal the day and year last above written.

_____
Notary Public

Final Plat

ANGEL ACRES ADDITION

Lot 1 of Centennial Valley Second Addition, a Replat of Boyle's Outlot, Lot 2 of Boyle's First Addition, a Replat of Boyle's Subdivision, Lots 1, 2, 3, and 4 of Boyle's Second Addition, Lot 1 of the Administrative Subdivision of Boyle's Outlot, a Part of Boyle's Second Addition, and Lot 2 of Longe's Addition to the City of Wayne, Nebraska

DEVELOPER
Wisdom Ridge, Inc
[illegible] 862nd Road
Wayne, NE 68787

ENGINEER
John A. Zwingman
Advanced Consulting
Engineering Services
133 West Washington Street
West Point, NE 68788
Phone 402-372-1923

SURVEYOR
Terry L. Schultz
Advanced Consulting
Engineering Services
133 West Washington Street
West Point, NE 68788
Phone 402-372-1923

CURVE DATA

A) 75.00' (Rad.)
56.40' (Arc)
[illegible] (Ch.)
N [illegible] E

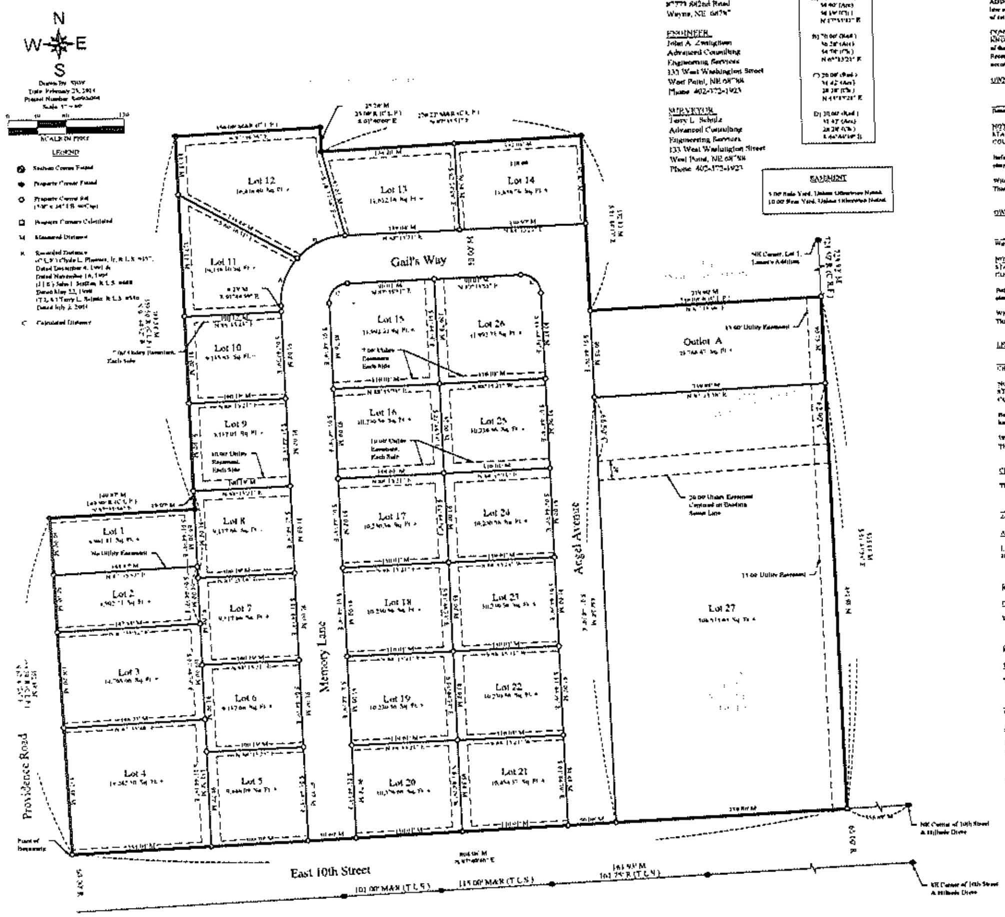
B) 75.00' (Rad.)
56.28' (Arc)
54.96' (Ch.)
N [illegible] E

C) 20.00' (Rad.)
31.42' (Arc)
28.28' (Ch.)
N [illegible] E

D) 20.00' (Rad.)
31.42' (Arc)
28.28' (Ch.)
S [illegible] E

EASEMENT

5.00' Side Yard, Unless Otherwise Noted.
10.00' Rear Yard, Unless Otherwise Noted.



This survey was prepared at the request of [illegible], Wayne, Nebraska.

LEGAL DESCRIPTION

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

Beginning at the point of intersection with the East line of Providence Road and the North line of 10th Street, said point being the Southwest corner of Lot 3 of BOYLE'S SECOND ADDITION to the City of Wayne, Nebraska; thence N [illegible] W on an assumed bearing on the East line of said Providence Road [illegible] feet to the Southwest corner of Lot 1 of BOYLE'S FIRST [illegible] EAST RIDGE ADDITION, thence N [illegible] E on the South line of said Lot 1, [illegible] feet to the Southeast corner of said Lot 1; thence N [illegible] W on the East line of said EAST RIDGE ADDITION, [illegible] feet to the Southwest corner of Lot 1 of [illegible] ADDITION; thence N [illegible] E on the South line of said Lot 1, [illegible] feet; thence N [illegible] E on the South line of said Lot 1, [illegible] feet to the Southeast corner of said Lot 1, said point being on the West line of Lot 1 [illegible] ADDITION; thence N [illegible] E on the South line of said Lot 1, [illegible] feet; thence S [illegible] E on the South line of said Lot 1, [illegible] feet; thence N [illegible] E on the South line of said Lot 1 [illegible] LONGE'S ADDITION; thence N [illegible] E on the North line of said Lot 2, [illegible] feet to the Northeast corner of said Lot 2; thence S [illegible] E on the East line of Lot 2 [illegible] line of Lot 1 of LONGE'S ADDITION; thence S [illegible] E on the West line of said Lot 1, [illegible] feet to the Northwest corner of Lot 2 of said LONGE'S ADDITION; thence [illegible] of said LONGE'S ADDITION and Lot [illegible] of CENTENNIAL VALLEY SECOND ADDITION, [illegible] feet to the Southeast corner of said Lot [illegible], said point also being on the North line of said 10th Street; thence S [illegible] W on said North line, [illegible] feet to the Point of Beginning, containing [illegible] acres, more or less.

CONSENT OF OWNERS AND LIEN HOLDERS
KNOW ALL MEN BY THESE PRESENT THAT: We, [illegible], Inc., Wisdom Ridge, Inc., A Nebraska Corporation, Citizen's State Bank, Laurel, Nebraska, Peace Assembly of God, A Nebraska Non Profit Corporation, Homestead Capital Co., Inc., and the City of Wayne, Nebraska being the owners/lienholders of the land described hereon, have caused Lot 1 of Centennial Valley Second Addition, a Replat of Boyle's Outlot, Lot 2 of Boyle's First Addition, a Replat of Boyle's Subdivision, Lots 1, 2, 3, and 4 of Boyle's Second Addition, Lot 1 of the Administrative Subdivision of Boyle's Outlot, a Part of Boyle's Second Addition, and Lot 2 of Longe's Addition to the City of Wayne, Nebraska, to be surveyed, replatted, and designated as Lots 1 thru 27 of ANGEL ACRES ADDITION, to the City of Wayne, Nebraska, as shown on the accompanying plat thereof, and that the foregoing Addition is made with free consent and in accordance with the desire of the undersigned owners and proprietors.

OWNER

____
[illegible], Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came ______________________, representing [illegible], Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of ______________, 2013 ______________________ Notary Public

OWNER

____
Wisdom Ridge, Inc., A Nebraska Corporation

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came ______________________, representing Wisdom Ridge, Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of ______________, 2013 ______________________ Notary Public

LIENHOLDER

____
Citizen's State Bank, Laurel, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came ______________________, representing Citizen's State Bank, Laurel, Nebraska, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of ______________, 2013 ______________________ Notary Public

OWNER

____
Peace Assembly of God, A Nebraska Non Profit Corporation

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came ______________________, representing Peace Assembly of God, A Nebraska Non Profit Corporation, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of ______________, 2013 ______________________ Notary Public

LIENHOLDER

____
Homestead Capital Co., Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came ______________________, representing Homestead Capital Co., Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of ______________, 2013 ______________________ Notary Public

OWNER

____
City of Wayne, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came ______________________, representing City of Wayne, Nebraska, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of ______________, 2013 ______________________ Notary Public

CITY ZONING

The above plat approved by the City Zoning Administrator of the City of Wayne, Nebraska, on the ____ day of ______________, 2013.

____
Zoning Administrator, City of Wayne

ABSTRACTOR'S CERTIFICATE

I, ______________________, a Registered Land Abstractor, hereby state that on the ____ day of ______________, 2013, [illegible], Inc., Wisdom Ridge, Inc., A Nebraska Corporation, Citizen's State Bank, Laurel, Nebraska, Peace Assembly of God, A Nebraska Non Profit Corporation, Homestead Capital Co., Inc., and the City of Wayne, Nebraska appeared to be title holders/lienholders of record of the land described in this surveyor certificate.

____
Registered Land Abstractor

CITY COUNCIL APPROVAL

The above plat approved by the City of Wayne, Nebraska, by resolution Number ______________ duly passed by the City Council on the ____ day of ______________, 2013.

______________________ ______________________
Mayor, City of Wayne City Clerk

PLANNING COMMISSION APPROVAL

The foregoing was heard at Public Hearing by the Planning Commission at a regular meeting after proper notice on ________ day of ______________, 2013.

______________________ ______________________
Chairman Secretary

SURVEYOR'S CERTIFICATE

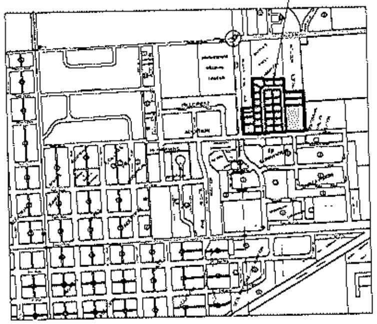
I, Terry L. Schultz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on February 18, 2013, and that all dimensions are in feet and are correct to the best of my knowledge and belief.

____
Terry L. Schultz, State of Nebraska, R.L.S. 650

Date ______________________

LS-650
TERRY L. SCHULTZ

Situation Sketch



Wayne,
Wayne County, Nebraska

ADVANCED CONSULTING
ENGINEERING SERVICES
133 West Washington St.
West Point, NE 68788
Phone (402) 372-1923

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ORDINANCE NO. 2013-18

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF ALL UTILITY EASEMENTS IN ANGEL ACRES ADDITION.

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

Section 1. The City of Wayne, Nebraska, has received a request to release all of the utility easements in Angel Acres Addition, legally described as follows:

> Lot 3 of Centennial Valley Second Addition, a Replat of Boyle's Outlot; Lot 2 of Boyle's First Addition to the City of Wayne, a Replat of Boyle's Subdivision, Wayne County, Nebraska; Lots 1,2,3 and 4 of Boyle's Second Addition to the City of Wayne, Wayne County, Nebraska; Lot 1 of the Administrative Subdivision of Boyle's Outlot, a Part of Boyle's Second Addition to the City of Wayne, Wayne County, Nebraska; Lot 2 of Longe's Addition all to the City of Wayne, Nebraska, and the easements and private drives lying therein.

Section 2. The City hereby releases and abandons all of the utility easements in Angel Acres Addition, legally described above, and the Mayor is hereby authorized to execute the quitclaim deed to the current property owner to carry out said release and abandonment.

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

PASSED AND APPROVED THIS 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA

By_____
Mayor

ATTEST:

_____
City Clerk

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Jewell Cavner

1217 Providence Rd.

Wayne, NE 68787

Feb. 25th 2013

Wayne Planning Commission

City of Wayne

PO Box 8

Wayne, NE 68787

Dear Planning Commission,

I wanted to express my opposition to the request to change from R-1 to R-2 by Windom Ridge in an area between East 10th and Providence Rd. The higher density housing will negatively affect this neighborhood. If Windom Ridge wants apartment buildings why don't they request a waiver on a case by case basis? This way the Commission can better control the process.

The other issue is if there are apartments built and if college students are the target population. This could increase noise and traffic and negatively affect the quality and peace of the neighborhood. Do college dwellings next to a nursing home seem reasonable? It appears that college students might also take the shortest path if walking to class. This could involve trespassing West across lots between this land and Providence Road.

Thanks for considering my concerns.

Jewell Cavner

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ORDINANCE NO. 2013-19

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF AN AREA KNOWN AS ANGEL ACRES FROM R-1 RESIDENTIAL TO R-2 RESIDENTIAL.

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

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

> A tract of land located in the Northwest 1/4 of the Southeast 1/4 of Section 7, T26N, R4E of the 6th P.M., Wayne County, Nebraska, more particularly described as follows:
>
> Beginning at the point of intersection with the East line of Providence Road and the North line of 10th Street, said point being the Southwest corner of Lot 3 of BOYLE'S SECOND ADDITION to the City of Wayne, Nebraska; thence N 02°41'28" W on an assumed bearing on the East line of said Providence Road, 352.48 feet to the Southwest corner of Lot 1 of EAST RIDGE ADDITION; thence N 87°35'56" E on the South line of said Lot 1, 149.87 feet to the Southeast corner of said Lot 1; thence N 01°44'12" W on the East line of said EAST RIDGE ADDITION, 389.54 to the Southwest corner of Lot 1 of BOYLE'S FIRST ADDITION; thence N 87°34'56" E on the South line of said Lot 1, 150.00 feet; thence S 01°40'00" E on the South line of said Lot 1, 25.26 feet; thence N 87°35'51" E on the South line of said Lot 1, 270.22 feet to the Southeast corner of said Lot 1, said point being on the West line of Lot 1 of LONGE'S ADDITION; thence S 01°44'39" E on the West line of said Lot 1, 182.83 feet to the Northwest corner of Lot 2 of said LONGE'S ADDITION; thence N 87°35'56" E on the North line of said Lot 2, 239.90 feet to the Northeast corner of said Lot 2; thence S 01°43'59" E on the East Line of said Lot 2, 181.50 feet to the Southeast corner of said Lot 2; thence S 87°35'56" W on the South line of said Lot 2, 239.86 feet to the Southwest corner of said Lot 2, said point being the Northwest corner of Lot 3 of CENTENNIAL VALLEY SECOND ADDITION; thence S 01°44'39" E on the West line of said Lot 3, 353.29 feet to a point on the North line of said 10th Street; thence S 87°40'46" W on said North line, 564.27 feet to the Point of Beginning, containing 9.20 acres, more or less.

Section 2. That the Planning Commission held a public hearing on March 4, 2013, regarding this rezoning request, and have recommended approval thereof subject to the following "Findings of Fact":

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

Section 3. The official zoning map shall be forthwith changed by the zoning officials to properly show the real estate hereinabove described as now in a R-2 (Residential District) zone.

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

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

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

_____
City Clerk

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MINUTES OF COMMUNITY DEVELOPMENT AGENCY OF JANUARY 15, 2013

Councilmember Ley made a motion, which was seconded by Councilmember Van Delden, 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, with the exception of Councilmembers Alexander and Brodersen who were absent, the Mayor declared the motion carried.

Chair Haase called the meeting of the Community Development Agency to order. Those in attendance were: Members Cale Giese, Jim Van Delden, Ken Chamberlain, Nick Muir, Kaki Ley, and Jennifer Sievers; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Members Dale Alexander and Jill Brodersen.

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.

Member Chamberlain made a motion, which was seconded by Member Van Delden, to approve the minutes of the January 2, 2013, meeting. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Brodersen who were absent, the Chair declared the motion carried.

Dan Rose updated the CDA on the status of the Wayne NG Cars, LLC, project, and their purchase of Lot 2A, Replat of Kardell Industrial Park, of which the third extension ended December 31, 2012. At this time, the project is still on hold. They don't have a timeline, so he cannot ask for another extension on the property.

If the property is still available when they are ready to move forward with the project, they will come back and make a request to purchase it.

Tipton Holding, LLC, has signed a purchase agreement for Lot 1 of the Replat of Lot 5 of Western Ridge Third Addition. They are requesting tax increment financing to help with site preparation and infrastructure costs. This is a "fast start" for the developer, and the Memorandum of Understanding acknowledges both parties' intent to execute an agreement for tax increment financing. The developer proceeds at their own risk though. This is not an absolute guaranty that TIF will be done.

Member Chamberlain made a motion, which was seconded by Member Giese, approving the Memorandum of Understanding between Tipton Holding, LLC, and the Community Development Agency of Wayne to complete a tax increment financing agreement for new construction on Lot 1 of the Replat of Lot 5 of Western Ridge Third Addition. Chair Haase stated the motion, and the result of roll call being all Yeas, with the exception of Members Alexander and Brodersen who were absent, the Chair declared the motion carried.

Member Van Delden made a motion, which was seconded by Member Giese, 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, with the exception of Members Alexander and Brodersen who were absent, the Chair declared the motion carried.

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COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE, NEBRASKA

RESOLUTION NO. 2013-1

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT AND PLAN FOR THE ANGEL ACRES RESIDENTIAL DEVELOPMENT PROJECT IN THE CITY OF WAYNE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska (the **"City"**), upon the recommendation of the Planning Commission of the City of Wayne, Nebraska (the **"Planning Commission"**), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Contract including a Redevelopment Plan (the **"Plan"**), has been prepared by the Agency in the form attached hereto as **Exhibit B**, for the purpose of redeveloping that portion of the Redevelopment Area legally described on **Exhibit C** (the **"Project Area"**); and

WHEREAS, pursuant to the Redevelopment Plan, the Agency would agree to pledge incremental ad valorem real property taxes for payment on the principal and interest on that TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Angel Acres Project) SERIES 2013 A which indebtedness was incurred to pay for certain costs of acquisition, planning and infrastructure paid by the Redeveloper (the **"Project"**), in accordance with and as permitted by the Act; and

WHEREAS, the Agency has made certain findings and pursuant thereto has determined that it is in the best interests of the Agency and the City to enter to adopt the Redevelopment Plan Amendment and to carry out the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA AS FOLLOWS:

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Agency has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not have been economically feasible

without the use of tax increment financing, the Project would not have occurred in the Project Area without the use of tax increment financing and 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 and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. The Agency hereby recommends that the Mayor and City Council approve the Redevelopment Plan attached hereto as Exhibit B.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out this Resolution.

Section 5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 5th day of March, 2013.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE NEBRASKA

By: _____
Chair

ATTEST:

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in the Angel Acres Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

Redevelopment Contract

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

Lots One through Twenty-Six, Angel Acres Addition, all in the City of Wayne, Wayne County, Nebraska

* * * * *

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into on March 5, 2013, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Windom Ridge, Inc., (Developer).

W I T N E S S E T H:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract;

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

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

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

"Bonds" or "Series 2013 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (Benscoter Project) Series 2013 A Bonds and other Bonds issued pursuant to Section 3.02 hereof. "Bonds".

"City" means the City of Wayne, Nebraska.

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

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

"Project" means the Redevelopment Project as described in the Redevelopment Plan and those Lots designated on Exhibit "B".

"Project Costs" means only costs or expenses incurred by Developer to acquire the Project, demolish existing buildings and install infrastructure and utilities pursuant to the Act, including, but not limited to costs for: obtaining options to purchase, purchase and closing, including brokerage commissions, tax pro rates, title insurance premiums, land survey and engineering, soil tests, excavation, grading, infrastructure, to include paving, water, sanitary and storm sewer mains, manholes, pumping stations, force mains, pavement (including street,

intersections, curb, gutter, and sidewalks and walking trails), storm water runoff retention ponds, electric power substations and lines, including underground, street and area signage and engineering fees, costs for the benefit of the project, and reimbursement for such costs. The Project Costs may incurred from time to time by the Developer.

"Redevelopment Contract" means this redevelopment contract between Agency and Developer.

"Redevelopment Plan" means Exhibit B attached hereto, adopted by the Agency and the City pursuant to the Act, as amended from time to time.

"Resolution" means the Resolution of the Agency dated March 5, 2013, as supplemented from time to time, approving this Redevelopment Contract and providing for the issuance of the Bonds.

"TIF" or "Tax-Increment Financing" means the use of TIF Revenues.

"TIF Revenues" means excess ad valorem taxes generated by the Project and Future Project Plans which are divided pursuant to section 18-2147 of the Act with a effective dates established in the Redevelopment Plan as amended from time to time.

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Agency.

Agency makes the following representations and findings:

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

(b) The proposed land uses and building requirements in the Project are designed with the general purpose of accomplishing, in conformance with the general plan of development of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools,

parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight;

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

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

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

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

(iii) the costs and benefits of the Project and Future Project Plans, 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 the Agency and have been found to be in the long-term best interest of the community;

(e) Exhibit B to this Redevelopment Contract is the Redevelopment Plan that has been duly approved and adopted by the Community Development Agency of the City pursuant to Section 18-2116 and 18-2117 of the Act;

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

Section 2.02 Representations of Developer.

The Developer makes the following representations:

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

(b) There is no litigation pending or to the best of its knowledge, threatened against Developer affecting 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 to any other matter materially affecting the ability of Developer to perform its obligations hereunder.

(c) Developer has made a fiscal analysis of the Redevelopment Plan and specifically represents to the City and Agency that:

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

(ii) the Project Future project Plans would not occur in the Redevelopment Area and Developer will not construct the Project without the use of Tax-Increment Financing;

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Agency hereby provides that any ad valorem tax on the real property located in the Redevelopment Project Area, including but not limited to the Redevelopment Project Property: to wit: that property described on attached Exhibit A, 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 3.01 and also in the Redevelopment Plan. The effective date of this provision for division of ad valorem taxes shall be, with respect to each particular lot in the Redevelopment Project as finally platted, the January 1 of the year following the issuance of a building permit for each such lot.

(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" (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 portion of the ad valorem tax on real property in the Redevelopment Project Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency (designated in the Resolution as the "Bond Fund") 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, of such Agency for

financing or refinancing, in whole or in part, such Project (defined in the Resolution as the Bonds and herein referred to as the Indebtedness). 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 Area shall be paid into the funds of the respective public bodies.

The Agency shall file annually, before August 1 of the year following the year in which a building permit is issued for any lot in the Redevelopment Project Area a "Notice to Divide Tax for Community Redevelopment Project" with the office of the Wayne County Treasurer and Wayne County Assessor, without requirement of additional hearings or public notice.

Section 3.02 Issuance of Bonds.

(a) Agency on or about _____, 2013, shall issue the Series 2013 A Bonds in the aggregate principal amount of approximately $210,000.00, and bearing interest from and after the date of issue, bearing interest at Six Percent (6.0%) per Series 2013 A Bonds). The Series 2013 A Bonds shall be limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore.

(b) The Agency shall not issue bonds in excess of Project Costs actually incurred by the Developer.

Section 3.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency shall pledge the TIF Revenues as security for the Bonds.

Section 3.04 Grant of Proceeds of Bonds.

Agency shall grant 100% of the proceeds from the Series 2013 A Bonds to

Developer and 100 % of all other Bonds issued pursuant to this agreement, from time to time, secured by a pledge of the TIF Revenues as contemplated in Section 3.02 above, to Developer for the purpose of paying Project Costs. The grant of proceeds may be offset against the sale of the bonds if the Developer is the purchaser of the bonds.

Section 3.05 Creation of Fund.

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

Section 3.06 Perform Obligations of Redevelopment Plan.

Agency shall perform, or provide for the performance, in a timely manner, of all obligations to set forth in the Redevelopment Plan required to be performed by the Agency or City, as provided in this Redevelopment Contract.

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01 Construction

Developer shall acquire the Project, fund Project Costs and complete the development of approximately Twenty six single family and, or townhouse residential lots in the Redevelopment Area beginning in 2013.

Section 4.02 Non Discrimination .

Developer agrees and covenants for itself, its successors and assigns that as long as any Bonds are 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. Developer, for itself and its successors and assigns, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Developer will comply

with all applicable federal, state and local laws related to the Project.

Section 4.03 Acknowledgement of Tax Level.

Developer, City and Agency acknowledge that the payment of the Bonds is entirely contingent on factors over which the Agency has no control, including but not limited to the assessed valuation of the project, the variation of tax levies established in the future by taxing entities, statutory, constitutional and court ruling changes.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Developer shall pay all Project Costs, if any, which are in excess of the amounts paid from the proceeds of the Bonds granted to Developer, except for offsite infrastructure costs of the City. The Agency and the City shall not levy special assessments on the Developer's property to pay for any Redevelopment plan improvements.

ARTICLE VI

DEFAULT, REMEDIES

Section 6.01 General Remedies of Agency and Developer.

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

this Redevelopment Contract.

Section 6.02 Additional Remedies of Agency.

In the event that Developer, or its successor in interest, shall fail to commence the construction of the Project [site preparation only] on or before August 1, 2013, such event shall be deemed a failure to perform under this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the unpaid portion of the principal of the 2013 A Bond payment schedule, which may be satisfied by delivery of the 2013 A Bond (the "Liquidated Damages Amount") . The Liquidated Damages Amount shall be paid by Developer 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 Developer demanding payment.

Section 6.03 Enforced Delay Beyond Party's Control.

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

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

Section 6.04 Liability.

In the event it is determined by a court of competent and final jurisdiction that either the Agency or the City cannot be obligated to approve Future Project Plans or Redevelopment Contract amendments pursuant to this Redevelopment Contract, the Agency and the City shall be jointly and severally liable to the Developer and Bond holders for their respective damages.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

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 Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

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

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA	WINDOM RIDGE, INC.

Chairman

Louis Benscoter

ATTEST:

Secretary

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 5th day of March, 2013, by Jon Haase and Betty A. McGuire, Chair and Secretary, respectively, of the Community Development Agency of the City of Wayne, Nebraska, on behalf of the Agency.

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of March, 2013, by Louis Benscoter, president of WINDOM RIDGE, INC., on behalf of the company

_____
Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES
(REDEVELOPMENT AREA)

Lots One through twenty six, inclusive, Angel Acres Addition to the City of Wayne, Wayne County, Nebraska, as currently platted.

Final Plat

ANGEL ACRES ADDITION

Lot 3 of Centennial Valley Second Addition, a Replat of Bertle's Outlet, Lot 2 of Bertle's First Addition, a Replat of Bertle's Subdivision, Lot 1, 2, 3, and 4 of Bertle's Second Addition, Lot 1 of the Administrative Subdivision of Bertle's Outlet, a Part of Bertle's Second Addition, and Lot 2 of Longe's Addition to the City of Wayne, Nebraska.

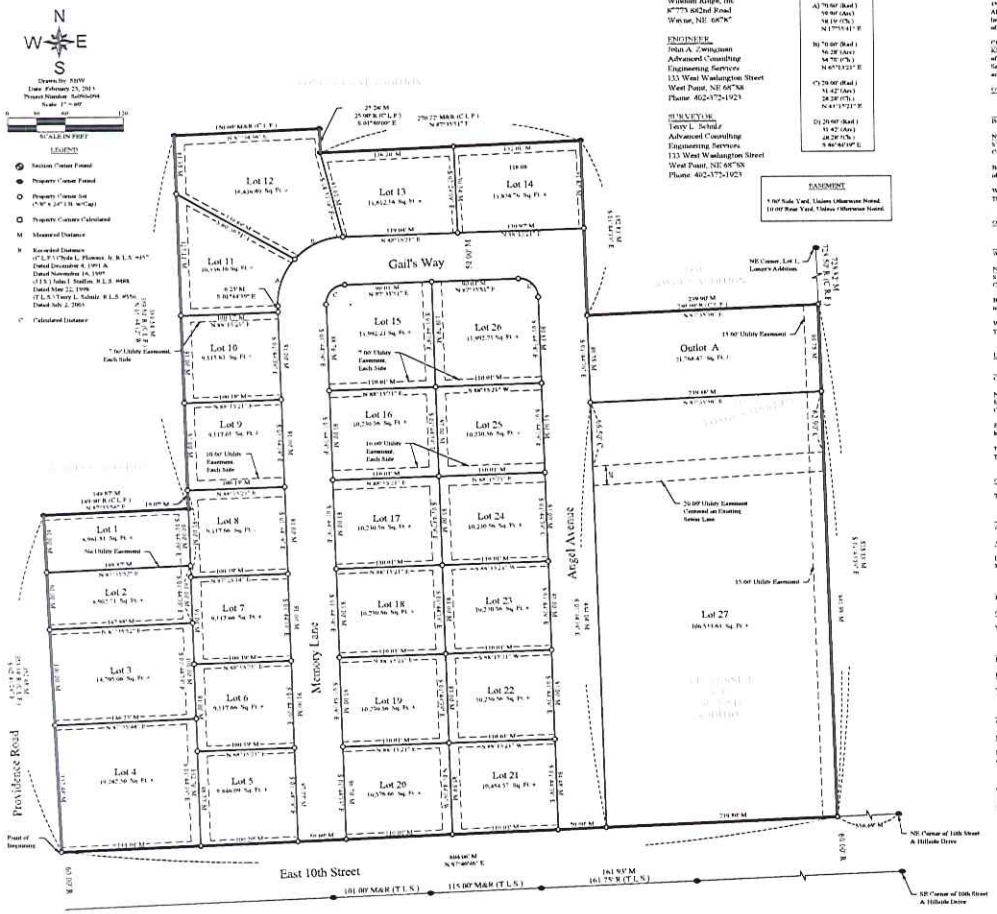
N
W E
S

Drawn by: NHW
Date: February 25, 2013
Project Number: 8a09ls004
Scale: 1" = 60'

0 30 60 120
SCALE IN FEET

LEGEND

- Section Corner Found
- Property Corner Found
- Property Corner Set (5/8" x 24" Rb. w/Cap)
- Property Corner Calculated
- M Measured Distance
- R Recorded Distance
  (C.L.F.) Cindy L. Plummer, R.L.S. #457 Dated December 8, 1991 A
  Dated November 16, 1999
  (T.L.S.) John J. Stalfort, R.L.S. #408 Dated May 22, 1998
  (T.L.S.) Terry L. Schulz, R.L.S. #556 Dated July 2, 2003
- C Calculated Distance



DEVELOPER
Windom Ridge, Inc
87775 682nd Road
Wayne, NE 68787

ENGINEER
John A. Zwingman
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone 402-372-1923

SURVEYOR
Terry L. Schulz
Advanced Consulting Engineering Services
133 West Washington Street
West Point, NE 68788
Phone 402-372-1923

CURVE DATA
A) 70.00' (Rad.) 59.90' (Arc) 58.19' (Ch.) N 17°55'41" E
B) 70.00' (Rad.) 56.28' (Arc) 54.78' (Ch.) N 65°31'21" E
C) 20.00' (Rad.) 31.42' (Arc) 28.28' (Ch.) N 45°31'21" E
D) 20.00' (Rad.) 31.42' (Arc) 28.28' (Ch.) S 44°46'39" E

EASEMENT
5.0' Side Yard, Unless Otherwise Noted.
10.0' Rear Yard, Unless Otherwise Noted.

This survey was prepared at the request of Lonee Benscoter, Wayne, Nebraska.

LEGAL DESCRIPTION

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

Beginning at the point of intersection with the East line of Providence Road and the North line of 10th Street, said point being the Southwest corner of Lot 4 of BOYLES SECOND ADDITION to the City of Wayne, Nebraska; thence N 02°41'20" W on an assumed bearing on the East line of said Providence Road 15.46 feet to the Southwest corner of Lot 1 of EAST RIDGE ADDITION; thence N 87°35'50" E on the South line of said Lot 1, 149.87 feet to the Southeast corner of said Lot 1; thence N 00°12' W on the East line of said EAST RIDGE ADDITION, 349.94 feet to the Southwest corner of Lot 3 of BOYLES FIRST ADDITION; thence N 87°34'56" E on the South line of said Lot 3, 176.00 feet; thence S 01°00'00" E on the South line of said Lot 1, 25.26 feet; thence N 87°35'52" E on the South line of said Lot 1, 278.22 feet to the Southeast corner of said Lot 1, said point being on the West line of Lot 1, said point being on the West line of Lot 1 of LONGE'S ADDITION; thence S 01°46'49" E on the West line of said Lot 1, 182.93 feet to the Northwest corner of Lot 2 of said LONGE'S ADDITION; thence N 87°35'50" E on the North line of said Lot 2, 239.90 feet to the Northeast corner of said Lot 2; thence S 01°41'00" E on the East Line of Lot 2 of said LONGE'S ADDITION and lot 3 of CENTENNIAL VALLEY SECOND ADDITION, 515.13 feet to the Southeast corner of said Lot 3, said point also being on the North line of said 10th Street; thence S 87°46'00" W on said North line, 896.06 feet to the Point of Beginning, containing 11.14 acres, more or less.

CONSENT OF OWNERS AND LIEN HOLDERS

KNOWN ALL MEN BY THESE PRESENT THAT: We, Benscoter, Inc., Windom Ridge Inc., A Nebraska Corporation, Citizens State Bank, Laurel, Nebraska, Peace Assembly of God, A Nebraska Non Profit Corporation, Homestead Capital Co., Inc., and the City of Wayne, Nebraska being the owners/lienholders of the land described herein, have caused Lot 3 of Centennial Valley Second Addition, a Replat of Bertle's Outlet, Lot 2 of Bertle's First Addition, a Replat of Bertle's Subdivision, Lot 1, 2, 3, and 4 of Bertle's Second Addition, Lot 1 of the Administrative Subdivision of Bertle's Outlet, a Part of Bertle's Second Addition, and Lot 2 of Longe's Addition to the City of Wayne, Nebraska, to be surveyed, platted, and designated as Lots 1 thru 27 of ANGEL ACRES ADDITION, to the City of Wayne, Nebraska, as shown on the accompanying plat thereof, and that the foregoing Addition is made with free consent and in accordance with the desire of the undersigned owners and proprietors.

OWNER

_____
Benscoter, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____, representing Benscoter, Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of _____, 2013 _____ Notary Public

OWNER

_____
Windom Ridge, Inc., A Nebraska Corporation

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____, representing Windom Ridge, Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of _____, 2013 _____ Notary Public

LIENHOLDER

_____
Citizens State Bank, Laurel, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____, representing Citizen's State Bank, Laurel, Nebraska, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of _____, 2013 _____ Notary Public

OWNER

_____
Peace Assembly of God, A Nebraska Non Profit Corporation

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____, representing Peace Assembly of God, A Nebraska Non Profit Corporation, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of _____, 2013 _____ Notary Public

LIENHOLDER

_____
Homestead Capital Co., Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____, representing Homestead Capital Co., Inc., known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of _____, 2013 _____ Notary Public

OWNER

_____
City of Wayne, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____, representing City of Wayne, Nebraska, known to be the identical person who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal
This ____ day of _____, 2013 _____ Notary Public

CITY ZONING

The above plat approved by the City Zoning Administrator of the City of Wayne, Nebraska, on the ____ day of _____, 2013.

_____
Zoning Administrator, City of Wayne

ABSTRACTER'S CERTIFICATE

I, _____, a Registered Land Abstractor, hereby state that on the ____ day of _____, 2013, Benscoter, Inc., Windom Ridge, Inc., A Nebraska Corporation, Citizen's State Bank, Laurel, Nebraska, Peace Assembly of God, A Nebraska Non Profit Corporation, Homestead Capital Co., Inc., and the City of Wayne, Nebraska appeared as title holders/lienholders of record of the land described in this surveyor certificate.

_____
Registered Land Abstractor

CITY COUNCIL APPROVAL

The above plat approved by the City of Wayne, Nebraska, by resolution Number _____ duly passed by the City Council on this ____ day of _____, 2013.

_____ _____
Mayor, City of Wayne City Clerk

PLANNING COMMISSION APPROVAL

The foregoing was heard at Public Hearing by the Planning Commission at a regular meeting after proper notice on _____ day of _____, 2013.

_____ _____
Chairman Secretary

SURVEYOR'S CERTIFICATE

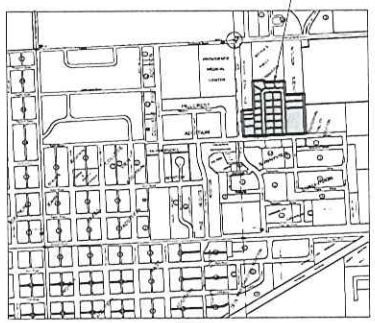
I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on February 16, 2013; also that all dimensions are as feet and are correct to the best of my knowledge and belief.

_____
Terry L. Schulz, State of Nebraska, R.L.S. #556

Date _____

NEBRASKA REGISTERED LS-550 LAND SURVEYOR TERRY L. SCHULZ

Situation Sketch



Wayne,
Wayne County, Nebraska

ADVANCED CONSULTING ENGINEERING SERVICES

EXHIBIT B

ANGEL ACRES REDEVELOPMENT PLAN

OVERVIEW

This Redevelopment Plan (the "Redevelopment Plan" or the "Plan") is intended to redevelop an area within the City of Wayne (the"City"), which has been declared blighted and substandard pursuant to the Community Development Law of the State of Nebraska.

The Developer will acquire and redevelop the real estate shown on Exhibit A (the "Redevelopment Plan Area") by constructing twenty six single family residences.

The Developer will not develop the project in the Redevelopment Area or elsewhere in the City without the benefit of tax increment financing. The costs and risks of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. All financing for the redevelopment is contingent on the grant of bond proceeds to be set forth in a redevelopment contract. The Plan proposes that the Wayne Community Development Agency (the "Agency") issue bonds, to be designated Series 2013 A Bonds (the "Bonds") to be repaid solely from the excess ad valorem real estate property taxes generated by a series of redevelopment projects pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from the effective date. The Developer will use the proceeds of the Bonds to assist in payment of Project Costs, to be defined in the redevelopment contract, in the construction and acquisition of the project.

THE REDEVELOPMENT PLAN

1. Relationship of Plan to local objectives for appropriate land use: This Plan contemplates no change in current land use. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the Redevelopment Plan Area. This new development is targeted to entice new residents to the community for general economic support of the community and to retain vital services in the City.

2. Relationship of Plan to local objectives for improved traffic flow and public utilities in Redevelopment Plan Area:

Streets: Streets have been dedicated and platted in accordance with the preliminary and final plats approved by the City. All streets have a hard surface

Potable Water Lines and Sanitary Sewer Lines will be installed by the Developer.

3. Relationship of Plan to local objectives for community facilities: The execution of this Plan will provide a much needed residential housing for the community that has been identified as an unmet need.

4. Redevelopment Plan Area: Exhibit B1 shows the boundaries of the Redevelopment plan Area.

5. Proposed land use plan: Exhibit B2 shows the proposed land use plan after redevelopment as a fully developed residential development. This plat will be amended and changed as circumstances require for the future projects.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will change for the area. Currently there is no residential occupancy. During this phase of the construction, twenty six single family residential lots will be developed over time.

7. Statement regarding change in street layouts: This Plan proposes no changes in street layout.

8. Site plan after redevelopment: Exhibit B2 is an accurate proposed site plan of the Redevelopment Plan Area after redevelopment. The Plan may change slightly during the phases as development occurs.

9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: No additional public utilities are required to support the proposed Plan, as discussed above.

10. Public cost/benefit analysis: The Redevelopment Plan requires that the Developer acquire and construct a residential development. It is intended that no public funds, other than the tax increment financing benefit, will be used for the acquisition and development of the redevelopment Plan.

The Developer will provide all financing for Project Costs of the Developer. The Developer will either provide purchasers for the Bonds or purchase the Bonds. The Bonds shall be repaid solely from the excess ad valorem tax stream created by the redevelopment projects, and not secured by any additional pledge by either the Agency or the City. All ad valorem taxes currently generated in the Redevelopment Plan Area will continue to be paid to all respective taxing authorities, including the school district, the City and Wayne County. All ad valorem taxes for each respective project shall revert to the taxing authorities at the expiration of each fifteen year project term or the full payment of the Bonds.

The Project initially will result in at least twenty six new residential units. Full build-out of the Redevelopment Plan is estimated to take 5 years. The Project provides for long-term property tax base increase and stability, encouragement of additional redevelopment and an expansion of the local sales tax and property tax bases through the new residents spending in City stores.

Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in Redevelopment Project shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall the January 1 of the year following the issuance of a building permit for each such lot as follows:

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

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the 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.

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COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE, NEBRASKA

RESOLUTION NO. 2013-2

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT AND PLAN FOR THE ANGEL VILLAGE RESIDENTIAL DEVELOPMENT PROJECT IN THE CITY OF WAYNE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska (the **"City"**), upon the recommendation of the Planning Commission of the City of Wayne, Nebraska (the **"Planning Commission"**), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Contract including a Redevelopment Plan (the **"Plan"**), has been prepared by the Agency in the form attached hereto as **Exhibit B**, for the purpose of redeveloping that portion of the Redevelopment Area legally described on **Exhibit C** (the **"Project Area"**); and

WHEREAS, pursuant to the Redevelopment Plan, the Agency would agree to pledge incremental ad valorem real property taxes for payment on the principal and interest on that TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Angel Village Project) SERIES 2013 B which indebtedness was incurred to pay for certain costs of acquisition, planning and infrastructure paid by the Redeveloper (the **"Project"**), in accordance with and as permitted by the Act; and

WHEREAS, the Agency has made certain findings and pursuant thereto has determined that it is in the best interests of the Agency and the City to enter to adopt the Redevelopment Plan Amendment and to carry out the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA AS FOLLOWS:

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Agency has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not have been economically feasible

without the use of tax increment financing, the Project would not have occurred in the Project Area without the use of tax increment financing and 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 and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. The Agency hereby recommends that the Mayor and City Council approve the Redevelopment Plan attached hereto as Exhibit B.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out this Resolution.

Section 5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 5th day of March, 2013.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE NEBRASKA

By: _____
Chair

ATTEST:

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in the Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

Redevelopment Contract

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

* * * * *

Lot 4 in the Benscoter Addition Planned Unit Development Replat 2 in the City of Wayne, Wayne County, Nebraska.

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into on March 5, 2013, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Angel Village (Developer).

W I T N E S S E T H:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract;

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

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2012, as amended, and acts amendatory thereof and supplemental thereto.

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

"Bonds" or "Series 2013 B Bonds" means the Agency's Community Redevelopment Revenue Bonds (Angel Village) Series 2013 B Bonds and other Bonds issued pursuant to Section 3.02 hereof. "Bonds".

"City" means the City of Wayne, Nebraska.

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

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

"Project" means the Redevelopment Project as described in the Redevelopment Plan and those Lots designated on Exhibit "B".

"Project Costs" means only costs or expenses incurred by Developer to acquire the Project, demolish existing buildings and install infrastructure and utilities pursuant to the Act, including, but not limited to costs for: obtaining options to purchase, purchase and closing, including brokerage commissions, tax pro rates, title insurance premiums, land survey and engineering, soil tests, excavation, grading, infrastructure, to include paving, water, sanitary and storm sewer mains, manholes, pumping stations, force mains, pavement (including street,

intersections, curb, gutter, and sidewalks and walking trails), storm water runoff retention ponds, electric power substations and lines, including underground, street and area signage and engineering fees, costs for the benefit of the project, and reimbursement for such costs. The Project Costs may incurred from time to time by the Developer.

"Redevelopment Contract" means this redevelopment contract between Agency and Developer.

"Redevelopment Plan" means Exhibit B attached hereto, adopted by the Agency and the City pursuant to the Act, as amended from time to time.

"Resolution" means the Resolution of the Agency dated March 5, 2013, as supplemented from time to time, approving this Redevelopment Contract and providing for the issuance of the Bonds.

"TIF" or "Tax-Increment Financing" means the use of TIF Revenues.

"TIF Revenues" means excess ad valorem taxes generated by the Project and Future Project Plans which are divided pursuant to section 18-2147 of the Act with a effective dates established in the Redevelopment Plan as amended from time to time.

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS

Section 2.01 Representations by Agency.

Agency makes the following representations and findings:

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

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

sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight;

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

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

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

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

(iii) the costs and benefits of the Project and Future Project Plans, 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 the Agency and have been found to be in the long-term best interest of the community;

(e) Exhibit B to this Redevelopment Contract is the Redevelopment Plan that has been duly approved and adopted by the Community Development Agency of the City pursuant to Section 18-2116 and 18-2117 of the Act;

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

Section 2.02 Representations of Developer.

The Developer makes the following representations:

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

(b) There is no litigation pending or to the best of its knowledge, threatened against Developer affecting 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 to any other matter materially affecting the ability of Developer to perform its obligations hereunder.

(c) Developer has made a fiscal analysis of the Redevelopment Plan and specifically represents to the City and Agency that:

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

(ii) the Project Future project Plans would not occur in the Redevelopment Area and Developer will not construct the Project without the use of Tax-Increment Financing;

ARTICLE III

OBLIGATIONS OF THE AGENCY

Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Agency hereby provides that any ad valorem tax on the real property located in the Redevelopment Project Area, including but not limited to the Redevelopment Project Property: to wit: that property described on attached Exhibit A, 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 3.01 and also in the Redevelopment Plan. The effective date of this provision for division of ad valorem taxes shall be, with respect to each particular lot in the Redevelopment Project as finally platted, the January 1 of the year following the issuance of a building permit for each such lot.

(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" (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 portion of the ad valorem tax on real property in the Redevelopment Project Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Agency (designated in the Resolution as the "Bond Fund") 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, of such Agency for

financing or refinancing, in whole or in part, such Project (defined in the Resolution as the Bonds and herein referred to as the Indebtedness). 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 Area shall be paid into the funds of the respective public bodies.

The Agency shall file annually, before August 1 of the year following the year in which a building permit is issued for any lot in the Redevelopment Project Area a "Notice to Divide Tax for Community Redevelopment Project" with the office of the Wayne County Treasurer and Wayne County Assessor, without requirement of additional hearings or public notice.

Section 3.02 Issuance of Bonds.

(a) Agency on or about _____ __, 2013, shall issue the Series 2013 B Bonds in the aggregate principal amount of approximately $450,000.00, and bearing interest from and after the date of issue, bearing interest at Six Percent (6.0%) per Series 2013 A Bonds). The Series 2013 B Bonds shall be limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore.

(b) The Agency shall not issue bonds in excess of Project Costs actually incurred by the Developer.

Section 3.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency shall pledge the TIF Revenues as security for the Bonds.

Section 3.04 Grant of Proceeds of Bonds.

Agency shall grant 100% of the proceeds from the Series 2013 B Bonds to Developer and 100 % of all other Bonds issued pursuant to this agreement, from time to time, secured by a pledge of the TIF Revenues as contemplated in Section 3.02 above, to Developer for the purpose of paying Project Costs. The grant of proceeds may be offset against the sale of the bonds if the Developer is the purchaser of the bonds.

Section 3.05 Creation of Fund.

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

Section 3.06 Perform Obligations of Redevelopment Plan.

Agency shall perform, or provide for the performance, in a timely manner, of all obligations to set forth in the Redevelopment Plan required to be performed by the Agency or City, as provided in this Redevelopment Contract.

ARTICLE IV

OBLIGATIONS OF DEVELOPER

Section 4.01 Construction

Developer shall acquire the Project, fund Project Costs and complete the development of approximately Six single family homes and seven townhomes in the Redevelopment Area beginning in 2013.

Section 4.02 Non Discrimination .

Developer agrees and covenants for itself, its successors and assigns that as long as any Bonds are 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. Developer, for itself and its successors and assigns, agrees that during the construction of the Project, Developer will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national

origin, ancestry, disability, marital status or receipt of public assistance. Developer will comply with all applicable federal, state and local laws related to the Project.

Section 4.03 Acknowledgement of Tax Level.

Developer, City and Agency acknowledge that the payment of the Bonds is entirely contingent on factors over which the Agency has no control, including but not limited to the assessed valuation of the project, the variation of tax levies established in the future by taxing entities, statutory, constitutional and court ruling changes.

ARTICLE V

FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Developer shall pay all Project Costs, if any, which are in excess of the amounts paid from the proceeds of the Bonds granted to Developer, except for offsite infrastructure costs of the City. The Agency and the City shall not levy special assessments on the Developer's property to pay for any Redevelopment plan improvements.

ARTICLE VI

DEFAULT, REMEDIES

Section 6.01 General Remedies of Agency and Developer.

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

party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract.

Section 6.02 Additional Remedies of Agency.

In the event that Developer, or its successor in interest, shall fail to commence the construction of the Project [site preparation only] on or before August 1, 2014, such event shall be deemed a failure to perform under this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Agency would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the unpaid portion of the principal of the 2013 B Bond payment schedule, which may be satisfied by delivery of the 2013 B Bond (the "Liquidated Damages Amount") . The Liquidated Damages Amount shall be paid by Developer 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 Developer demanding payment.

Section 6.03 Enforced Delay Beyond Party's Control.

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

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

Section 6.04 Liability.

In the event it is determined by a court of competent and final jurisdiction that either the Agency or the City cannot be obligated to approve Future Project Plans or Redevelopment Contract amendments pursuant to this Redevelopment Contract, the Agency and the City shall be jointly and severally liable to the Developer and Bond holders for their respective damages.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Notice Recording.

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

Section 7.02 Governing Law.

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

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 Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

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

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA

ANGEL VILLAGE

_____

Chairman

ATTEST:

_____

Secretary

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 5th day of March, 2013, by Jon Haase and Betty A. McGuire, Chair and Secretary, respectively, of the Community Development Agency of the City of Wayne, Nebraska, on behalf of the Agency.

_____

Notary Public

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of March, 2013, by Louis Benscoter, President of Angel Village on behalf of the company.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES
(REDEVELOPMENT AREA)

Lot 4 in the Benscoter Addition Planned Unit Development Replat 2 in the City of Wayne, Wayne County, Nebraska, as currently platted.

BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2
TO THE CITY OF WAYNE, NEBRASKA.

This survey was prepared at the request of Lewis Benscoter Jr., Wayne County, Nebraska.

LEGAL DESCRIPTION

A tract of land located in the Northeast 1/4 of the Northeast 1/4 and the Northwest 1/4 of the Northeast 1/4 of Section 18, T26N, R4E, of the 6th P.M., Wayne County, Nebraska, being more particularly described as follows:

Beginning at the Northeast corner of Benscoter Addition Planned Unit Development Replat 1, thence on the East line of said Development to the Southeast corner of said Development, S 00°09'56" E on an assumed bearing, 1,010.74 feet; thence S 89°03'17" W on the South line of said Development, 1002.42 feet to the Southwest corner of said Development, thence N 00°09'56" W on said West line, 1,010.74 feet to a point on the Northwesterly line of said Development, thence N 89°03'17" E on said Northwesterly line, 1,717.94 feet to the Point of Beginning, containing 38.82 acres, more or less.

CONSENT OF OWNERS AND LIEN HOLDERS

KNOWN ALL MEN BY THESE PRESENT THAT: We, Windstone Ridge, Inc., Wayne Hospitality Group, LLC, Northeast Nebraska Investors, LLC, the City of Wayne, Nebraska, Citizens State Bank, Laurel, McDonald Construction, F&M Bank, Wayne, City of Wayne, Northeast Enterprise Development, Inc., and Prairie Sun, Inc.,being the owners/mortgagees of the land described herein, have caused Benscoter Addition Planned Unit Development Replat 1, a part of the Northeast 1/4 of the Northeast 1/4 of Section 18, T26N, R4E, of the 6th P.M., in the County of Wayne, Nebraska, to be surveyed, replatted, and designated as Lots 1 thru 26 of Benscoter Addition Planned Unit Development Replat 2, in the City of Wayne, Nebraska, as shown on the accompanying plat thereof, and that the foregoing Addition is made with free consent and in accordance with the desires of the undersigned owners and proprietors.

OWNER:

_____

For Windstone Ridge, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing Windstone Ridge, Inc., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

LIENHOLDER:

_____

For Citizens State Bank, Laurel

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing Citizens State Bank, Laurel, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

LIENHOLDER:

_____

For McDonald Construction

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing McDonald Construction, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

OWNER:

_____

For Wayne Hospitality Group, LLC.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing Wayne Hospitality Group, L.L.C., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

LIENHOLDER:

_____

For F&M bank, Wayne

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing F&M bank, Wayne, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

LIENHOLDER:

_____

For City of Wayne

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing City of Wayne, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

LIENHOLDER:

_____

For Northeast Nebraska Development, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing Northeast Nebraska Development, Inc., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

LIENHOLDER:

_____

For Prairie Sun, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing Prairie Sun, Inc., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

OWNER:

_____

For Northeast Nebraska Investors, L.L.C.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing Northeast Nebraska Investors, L.L.C., known to be the identical persons who signed the foregoing Consent and Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

OWNER:

_____

For City of Wayne, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally come _____ representing Northeast Nebraska Investors, L.L.C., known to be the identical persons who signed the foregoing Consent and Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
The ____ day of _____, 2013. _____ Notary Public

CITY ZONING

The above plat approved by the City Zoning Administrator of the City of Wayne, Nebraska, on the ____ day of _____, 2013.

_____
Zoning Administrator, City of Wayne

ABSTRACTOR'S CERTIFICATE

I, _____, a Registered Land Abstractor, hereby state that on the ____ day of _____, 2013, Windstone Ridge, Inc., Wayne Hospitality Group, LLC, Northeast Nebraska Investors, LLC, the City of Wayne, Nebraska, Citizens State Bank, Laurel, McDonald Construction, F&M Bank, Wayne, City of Wayne, Northeast Enterprise Development, Inc., and Prairie Sun, Inc., appeared on this Abstractor/Surveyor of record of the land described on this surveyors certificate.

_____
Registered Land Abstractor

CITY COUNCIL APPROVAL

The above Replat approved by the City of Wayne, Nebraska, by resolution number _____ duly passed by the City Council on this ____ day of _____, 2013.

_____ _____
Mayor, City of Wayne City Clerk

PLANNING COMMISSION APPROVAL

The foregoing was heard at Public Hearing by the Planning Commission at a regular meeting after proper notice on _____ day of _____, 2013.

_____ _____
Chairman Secretary

SURVEYOR'S CERTIFICATE

I, Terry L. Schutz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on January 27, 2013; also that all dimensions are in feet and are correct to the best of my knowledge and belief.

_____ _____
Terry L. Schutz, State of Nebraska, R.L.S. #550 Date

NEBRASKA REGISTERED LS-550 TERRY L. SCHUTZ

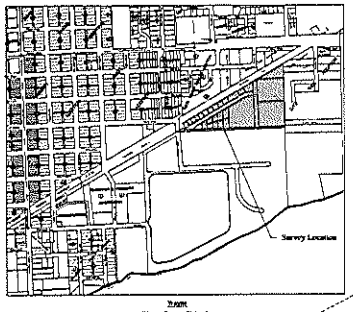
N
W E
S

Drawn By: SBW
Date: February 11, 2013
Project Number: S-090-103
Scale: 1" = 60'

20 0 20
SCALE IN FEET

LEGEND

- Property Corner Found
- Property Corner Set (5/8" x 24" I.B. w/Cap)
- Calculated Point
- Measured Distance
- R Recorded Distance (T.L.R.) Terry L. Rothanzl, R.L.S. #607, Dated February 28, 2011.
- c Calculated Distance



Wayne
Wayne County, Nebraska

UTILITY EASEMENT

As follows, within the Outlots, Public Street Lots: 5.00'
Side Yard = 5.00'
Rear Yard = 5.00'

SETBACKS

As follows, within the Lots:

Lots 1
Front, Side Yard, Rear = 25.00'

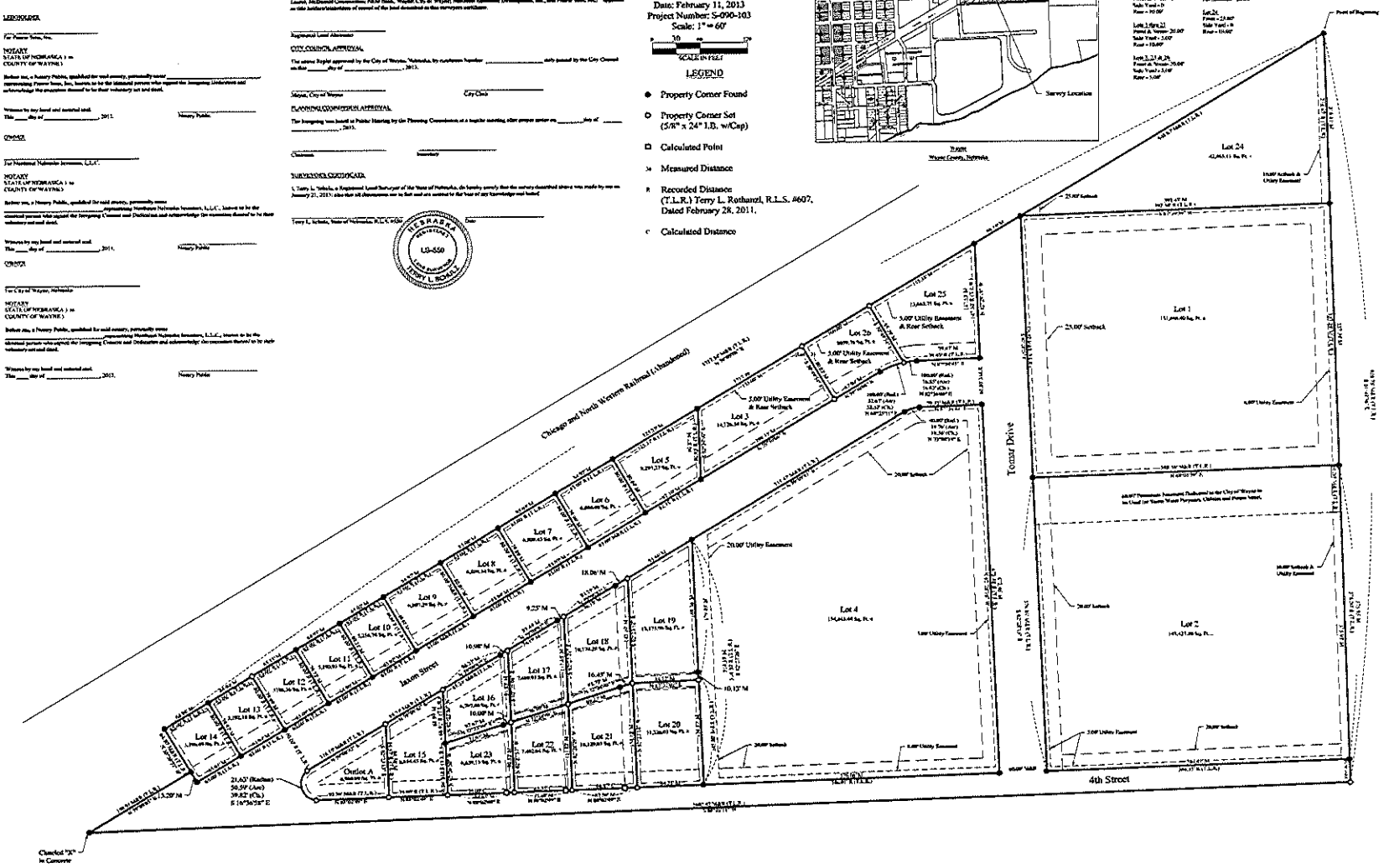
Lots 2
Front & Rear = 30.00'
Side Yard = 0
Rear = 30.00'

Lots 3
All Setbacks = 20.00'

Lots 21 thru 23
Front & Rear = 20.00'
Side Yard = 5.00'
Rear = 10.00'

Lots 24
Front = 25.00'
Side Yard = 0
Rear = 10.00'

Lots 3, 24 & 26
Front & Rear = 20.00'
Side Yard = 5.00'
Rear = 5.00'



ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 228
West Point, NE 68788
Phone: (402) 372-1973

EXHIBIT B

BENSCOTER REDEVELOPMENT PLAN

OVERVIEW

This Redevelopment Plan (the "Redevelopment Plan" or the "Plan") is intended to redevelop an area within the City of Wayne (the"City"), which has been declared blighted and substandard pursuant to the Community Development Law of the State of Nebraska.

The Developer will acquire and redevelop the real estate shown on Exhibit A (the "Redevelopment Plan Area") by constructing six single family homes and seven townhomes.

The Developer will not develop the project in the Redevelopment Area or elsewhere in the City without the benefit of tax increment financing. The costs and risks of the project are simply too great to be absorbed by the Developer without the assistance of tax increment financing. All financing for the redevelopment is contingent on the grant of bond proceeds to be set forth in a redevelopment contract. The Plan proposes that the Wayne Community Development Agency (the "Agency") issue bonds, to be designated Series 2013 B Bonds (the "Bonds") to be repaid solely from the excess ad valorem real estate property taxes generated by a series of redevelopment projects pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from the effective date. The Developer will use the proceeds of the Bonds to assist in payment of Project Costs, to be defined in the redevelopment contract, in the construction and acquisition of the project.

THE REDEVELOPMENT PLAN

1. Relationship of Plan to local objectives for appropriate land use: This Plan contemplates no change in current land use. Reutilization of the existing real estate meets existing local objectives for appropriate land use for the Redevelopment Plan Area. This new development is targeted to entice new residents to the community for general economic support of the community and to retain vital services in the City.

2. Relationship of Plan to local objectives for improved traffic flow and public utilities in Redevelopment Plan Area:

Streets: Streets have been dedicated and platted in accordance with the preliminary and final plats approved by the City. All streets have a hard surface

Potable Water Lines and Sanitary Sewer Lines will be installed by the Developer.

3. Relationship of Plan to local objectives for community facilities: The execution of this Plan will provide a much needed residential housing for the community that has been identified as an unmet need.

4. Redevelopment Plan Area: Exhibit B1 shows the boundaries of the Redevelopment plan Area.

5. Proposed land use plan: Exhibit B2 shows the proposed land use plan after redevelopment as a fully developed residential development. This plat will be amended and changed as circumstances require for the future projects.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will change for the area. Currently there is no residential occupancy. During this phase of the construction, the six single family residences and seven townhomes will be developed.

7. Statement regarding change in street layouts: This Plan proposes no changes in street layout.

8. Site plan after redevelopment: Exhibit B2 is an accurate proposed site plan of the Redevelopment Plan Area after redevelopment.

9. Statement as to the kind and number of additional public facilities or utilities required to support land use after redevelopment: No additional public utilities are required to support the proposed Plan, as discussed above.

10. Public cost/benefit analysis: The Redevelopment Plan requires that the Developer acquire and construct a residential development. It is intended that no public funds, other than the tax increment financing benefit, will be used for the acquisition and development of the redevelopment Plan.

The Developer will provide all financing for Project Costs of the Developer. The Developer will either provide purchasers for the Bonds or purchase the Bonds. The Bonds shall be repaid solely from the excess ad valorem tax stream created by the redevelopment projects, and not secured by any additional pledge by either the Agency or the City. All ad valorem taxes currently generated in the Redevelopment Plan Area will continue to be paid to all respective taxing authorities, including the school district, the City and Wayne County. All ad valorem taxes for each respective project shall revert to the taxing authorities at the expiration of each fifteen year project term or the full payment of the Bonds.

The Project initially will result in eleven new residential units. Full build-out of the Redevelopment Plan is estimated to take 2 years. The Project provides for long-term property tax base increase and stability, encouragement of additional redevelopment and an expansion of the local sales tax and property tax bases through the new residents spending in City stores.

Pledge of Incremental Taxes. Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in Redevelopment Project shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall the January 1 of the year following the issuance of a building permit for each such lot as follows:

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

b. That portion of the ad valorem tax on real property in the redevelopment project in excess of such amount, if any, shall be allocated to and, when collected, paid into a special fund of the 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.

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COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WAYNE, NEBRASKA

RESOLUTION NO. 2013-3

A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT CONTRACT AND PLAN AMENDMENT FOR THE BENCSOTER SINGLE-FAMILY RESIDENTIAL DEVELOPMENT PROJECT IN THE CITY OF WAYNE, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Mayor and Council of the City of Wayne, Nebraska (the **"City"**), upon the recommendation of the Planning Commission of the City of Wayne, Nebraska (the **"Planning Commission"**), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the **"Act"**), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Contract Amendment including a Redevelopment Plan Amendment (the **"Plan Amendment"**), has been prepared by the Agency in the form attached hereto as **Exhibit B**, for the purpose of redeveloping that portion of the Redevelopment Area legally described on **Exhibit C** (the **"Project Area"**); and

WHEREAS, pursuant to the Redevelopment Plan Amendment, the Agency would agree to pledge incremental ad valorem real property taxes for payment on the principal and interest on that TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Benscoter Project) SERIES 2009 A which indebtedness was incurred to pay for certain costs of acquisition, planning and infrastructure paid by the Redeveloper (the **"Project"**), in accordance with and as permitted by the Act; and

WHEREAS, the Agency has made certain findings and pursuant thereto has determined that it is in the best interests of the Agency and the City to enter to adopt the Redevelopment Plan Amendment and to carry out the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA AS FOLLOWS:

Section 1. The Agency has determined that the proposed land uses and building requirements in the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Agency has conducted a cost benefit analysis for the Project in accordance with the Act, and has found and hereby finds that the Project would not have been economically feasible

without the use of tax increment financing, the Project would not have occurred in the Project Area without the use of tax increment financing and 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 and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. The Agency hereby recommends that the Mayor and City Council approve the Redevelopment Plan Amendment attached hereto as Exhibit B.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out this Resolution.

Section 5. All prior resolutions of the Agency in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 5th day of March, 2013.

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE NEBRASKA

By: _____
Chair

ATTEST:

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in the Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

Amended Redevelopment Contract

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

Lots 3 and 25, Benscoter Addition, all in the City of Wayne, Wayne County, Nebraska

* * * * *

AMENDED REDEVELOPMENT CONTRACT

This Amended Redevelopment Contract is made and entered into on March 5, 2013, by and between the Community Development Agency of the City of Wayne, Nebraska (Agency) and Louis Benscoter (Developer).

W I T N E S S E T H:

WHEREAS, the Agency is a duly organized and existing Community Development Agency, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Contract;

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, 1943, as amended (collectively the Act), has designated an area described on the attached Exhibit A as a blighted and substandard area; and

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

WHEREAS, pursuant to Section 18-2119 of the Act, Agency has solicited proposals for redevelopment of the redevelopment area, and Developer submitted a redevelopment contract proposal; and

WHEREAS, Agency and Developer have previously entered into a Redevelopment Contract dated May 1, 2012 (the "Prior Agreement"), and wish that this Amended Redevelopment Contract to amend the Prior Agreement and amend the prior Redevelopment Plan, by pledging certain incremental ad valorem tax revenues, that were incorrect in the prior contract and plan.

NOW, THEREFORE, in consideration of the premises and the covenants and

agreements herein set forth, Agency and Developer do hereby covenant, agree and bind themselves as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Contract.

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

"Act" means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 1943, as amended, and acts amendatory thereof and supplemental thereto.

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

"Bonds" or "Series 2009 A Bonds" means the Agency's Community Redevelopment Revenue Bonds (Louis Benscoter Project), Series 2009 A Bonds issued pursuant to Section 18-2147 and 18-2150 of the Act. "Bonds".

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

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

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

"Project Costs" means only costs or expenses incurred by Developer to acquire, construct and equip the Project pursuant to the Act, including, but not limited to costs for: obtaining options to purchase, purchase and closing, including brokerage commissions, tax pro rates, title insurance premiums, land survey and engineering, soil tests,

excavation, grading, infrastructure, to include paving, water, sanitary and storm sewer mains, manholes, pumping stations, force mains, pavement (including street, intersections, curb, gutter, and sidewalks and walking trails), storm water runoff retention ponds and lake or pond construction, electric power substations and lines, including underground, street and area signage and related development fees, to include general development fees, legal, consulting and engineering fees, construction costs, including construction interest, and related off site infrastructure costs for the benefit of the project.

"Amended Redevelopment Contract" means this amended redevelopment contract between Agency and Developer dated March 5, 2013, with respect to the Project.

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

"Resolution" means the Resolution of the City dated March 5, 2013, as supplemented from time to time, approving this Amended Redevelopment Contract and Amended Redevelopment Plan.

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

"City" means the City of Wayne, Nebraska.

Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

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

ARTICLE II

OBLIGATIONS OF THE AGENCY

Section 2.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Agency hereby amends the Redevelopment Plan of the Agency to make a provision that any ad valorem tax on real property in the that portion of the Project, described on Exhibit B, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as provided in Section 18-2147 of the Act. The effective date of this provision shall be January 1, 2014, as to the following described real estate, to wit:

Lots 3 & 25 Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

Section 2.02 Issuance of Bonds.

(a) 2009 A Bonds: Agency on or about September 15, 2009, did authorize the issuance of the Series 2009 A Bonds in the aggregate principal amount of approximately

issuance of the Series 2009 A Bonds in the aggregate principal amount of approximately $75,000.00, and bearing interest from and after the date of issue, bearing interest at Seven Percent (7%) per Series 2009 A Bonds). The Series 2009 A Bonds are limited obligations of the Agency, and shall be solely payable from and secured by TIF Revenues and other security specifically pledged therefore.

Section 2.03 Pledge of TIF Revenues.

Pursuant to the Resolution, the Agency has pledged the TIF Revenues as Security for the Bonds.

Section 2.04 Creation of Fund.

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 Bonds issued pursuant to Sections 2.02 above.

Section 2.05 Perform Obligations of Redevelopment Plan.

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

Section 2.06 Acknowledgement of Tax Level.

Developer, City and Agency acknowledge that the payment of the Bonds is entirely contingent on factors over which the Agency has no control, including but not limited to the assessed valuation of the project, the variation of tax levies established in the future by taxing entities, statutory, constitutional and court ruling changes. The City specifically acknowledges that all TIF Revenues shall be allocated to the payment of the Series A Bonds, as provided in Attachment B, until all of such semiannual payments and interest and delinquent interest thereon is paid in full.

ARTICLE III

DEFAULT, REMEDIES; INDEMNIFICATION

Section 3.01 General Remedies of Agency and Developer.

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

For the purposes of this Redevelopment Contract, neither party, as the case may be, nor any successor shall be in breach of or in default in its performance of obligations within its control, when and without its fault, a default in such obligation occurs caused by acts of God, or Government, acts of terrorism, or in the event of enforced delay in the project due to unforeseeable causes beyond the control of the parties or either of them, including fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Agency or of Developer with respect to construction of the Project, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay.

Section 3.02 Limitation of Liability; Indemnification.

Notwithstanding anything in this Article III or this Redevelopment Contract to the contrary neither Agency, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. Specifically, but without limitation, neither City nor Agency shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder.

ARTICLE IV

MISCELLANEOUS

Section 4.01 Notice Recording.

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

Section 4.02 Governing Law.

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

Section 4.03 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 Premises. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

Section 4.04 Amended Redevelopment Contract Revises Prior Agreement.

This Amended Redevelopment Contract revises, the Prior Agreement as and to the extent of the pledge of incremental ad valorem taxes. Provided, however, in all events, all bonds issued pursuant to the approved Redevelopment Plan, being the Series 2009 A bonds shall be valid, binding obligations and are hereby ratified as though fully refunded and

reissued on the date hereof.

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

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA

Louis Benscoter

Chairman

Louis Benscoter

ATTEST:

Secretary

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 5th day of March, 2013, by Jon Haase and Betty A. McGuire, Chair and Secretary, respectively, of the Community Development Agency of the City of Wayne, Nebraska, on behalf of the Agency.

_____
Notary Public

STATE OF NEBRASKA)
)
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of March, 2013, by Louis Benscoter.

_____
Notary Public

EXHIBIT A

DESCRIPTION OF PREMISES
(REDEVELOPMENT AREA)

All the lots and lands included within the Benscoter Addition to the City of Wayne, Wayne County, Nebraska, as currently proposed in the preliminary plat, or hereafter subdivided.

EXHIBIT B

Description of lots pledged with effective date of January 1, 2013
Lots 3 & 25, Benscoter Addition to the City of Wayne, Wayne County, Nebraska

BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2

TO THE CITY OF WAYNE, NEBRASKA.

This survey was prepared at the request of Lana Benscoter Jr., Wayne County, Nebraska.

LEGAL DESCRIPTION

A tract of land located in the Northwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 18, T26N, R4E of the 6th P.M., Wayne County, Nebraska, being more particularly described as follows:

Beginning at the Northeast corner of Benscoter Addition Planned Unit Development Replat 1, thence on the East line of said Development to the Southeast corner of said Development, S 01°49'56" E, an assumed bearing, S 01°49'56" E, 959.75 feet; thence S 89°07'17" W on the South line of said Development, 1602.42 feet to the Southwest corner of said Development; thence N 39°09'05" E, 150.91 feet to a point on the West line of Lot 14 of said Development; thence N 30°09'52" W on said West line, 64.80 feet to a point on the Northwesterly line of said Development; thence N 90°09'08" E on said Northwesterly line, 1717.54 feet to the Point of Beginning, containing 16.82 acres, more or less.

CONSENT OF OWNERS AND LIEN HOLDERS

KNOWN ALL MEN BY THESE PRESENT THAT: We, Windsor Ridge, Inc.; Wayne Hospitality Group, LLC; Northeast Nebraska Investors, LLC; the City of Wayne, Nebraska; Citizens State Bank, Laurel; McDonald Construction; F&M Bank, Wayne; City of Wayne; Northeast Economic Development, Inc.; and Prairie Sons, Inc. being the owners/stakeholders of the land described below, have caused Benscoter Addition Planned Unit Development Replat 1, a part of the Southwest 1/4 of the Southeast 1/4 of Section 18, T26N, R4E of the 6th P.M. in the County of Wayne, Nebraska, to be surveyed, replatted, and designated as Lots 1 thru 26 of Benscoter Addition Planned Unit Development Replat 2, in the City of Wayne, Nebraska, as shown on the accompanying plat thereof, and that the foregoing Addition is made with free consent and in accordance with the desire of the undersigned owners and proprietors.

OWNER

_____

For Windsor Ridge, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Windsor Ridge, Inc., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

LIENHOLDER

_____

For Citizens State Bank, Laurel

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Citizens State Bank, Laurel, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

LIENHOLDER

_____

For McDonald Construction

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing McDonald Construction, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

OWNER

_____

For Wayne Hospitality Group, L.L.C.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Wayne Hospitality Group, L.L.C., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

LIENHOLDER

_____

For F&M Bank, Wayne

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing F&M Bank, Wayne, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

LIENHOLDER

_____

For City of Wayne

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing City of Wayne, known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

LIENHOLDER

_____

For Northeast Economic Development, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Northeast Economic Development, Inc., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

LIENHOLDER

_____

For Prairie Sons, Inc.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Prairie Sons, Inc., known to be the identical persons who signed the foregoing Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

OWNER

_____

For Northeast Nebraska Investors, L.L.C.

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Northeast Nebraska Investors, L.L.C., known to be the identical persons who signed the foregoing Consent and Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

OWNER

_____

For City of Wayne, Nebraska

NOTARY
STATE OF NEBRASKA) ss
COUNTY OF WAYNE)

Before me, a Notary Public, qualified for said county, personally came _____ representing Northeast Nebraska Investors, L.L.C., known to be the identical persons who signed the foregoing Consent and Dedication and acknowledge the execution thereof to be their voluntary act and deed.

Witness by my hand and notarial seal.
This ____ day of _____, 2013. _____ Notary Public

CITY ZONING

The above plat approved by the City Zoning Administrator of the City of Wayne, Nebraska, on the ____ day of _____, 2013.

_____
Zoning Administrator, City of Wayne

ABSTRACTOR'S CERTIFICATE

I, _____, a Registered Land Abstractor, hereby state that on the ____ day of _____, 2013, Windsor Ridge, Inc.; Wayne Hospitality Group, LLC; Northeast Nebraska Investors, LLC; the City of Wayne, Nebraska; Citizens State Bank, Laurel; McDonald Construction; F&M Bank, Wayne; City of Wayne; Northeast Economic Development, Inc.; and Prairie Sons, Inc.; appeared on title holders/stakeholders of record of the land described in this surveyors certificate.

_____
Registered Land Abstractor

CITY COUNCIL APPROVAL

The above Replat approved by the City of Wayne, Nebraska, by resolution Number _____ duly passed by the City Council on this ____ day of _____, 2013.

_____ _____
Mayor, City of Wayne City Clerk

PLANNING COMMISSION APPROVAL

The foregoing was heard at Public Hearing by the Planning Commission at a regular meeting after proper notice on _____ day of _____ _____, 2013.

_____ _____
Chairman Secretary

SURVEYOR'S CERTIFICATE

I, Terry L. Schulz, a Registered Land Surveyor of the State of Nebraska, do hereby certify that the survey described above was made by me on January 21, 2013; also that all dimensions are as first and are correct to the best of my knowledge and belief.

_____ _____
Terry L. Schulz, State of Nebraska, R.L.S. #550 Date

NEBRASKA REGISTERED LAND SURVEYOR LS-550 TERRY L. SCHULZ

N
W E
S

Drawn By: SBW
Date: February 11, 2013
Project Number: S-090-103
Scale: 1" = 60'

0 30 60 120
SCALE IN FEET

LEGEND

- ● Property Corner Found
- ○ Property Corner Set (5/8" x 24" I.B. w/Cap)
- □ Calculated Point
- M Measured Distance
- R Recorded Distance (T.L.R.) Terry L. Rothanzl, R.L.S. #607, Dated February 28, 2011.
- C Calculated Distance

Wayne
Wayne County, Nebraska

UTILITY EASEMENT
As follows unless otherwise noted:
Street Side = 3.00'
Side Yard = 5.00'
Rear Yard = 8.00'

SETBACKS
As follows unless otherwise noted:

Lots 1
Front, Side Yard, Rear = 25.00'

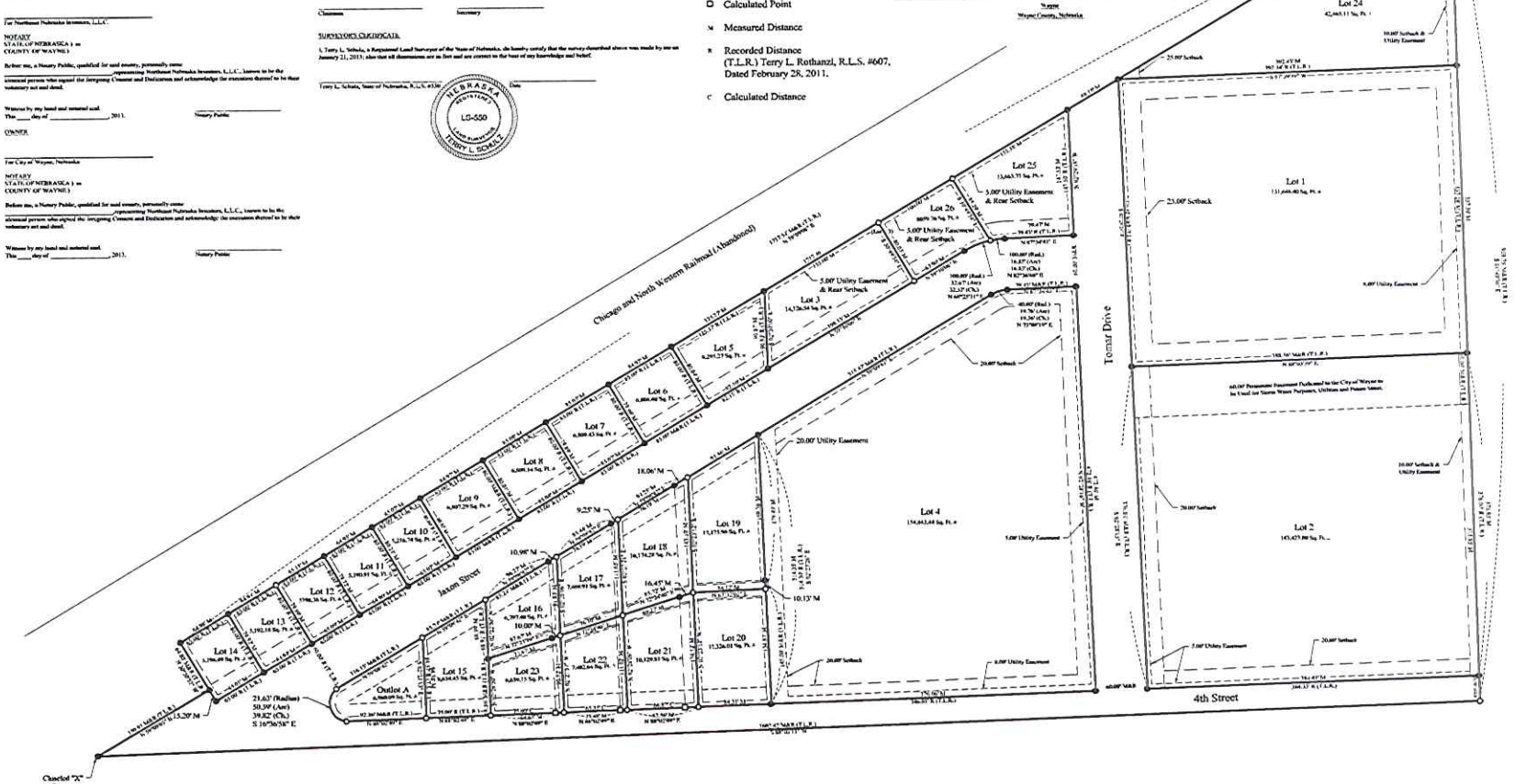
Lots 2
Front & Street = 20.00'
Side Yard = 0
Rear = 10.00'

Lots 5 thru 22
Front & Street= 20.00'
Side Yard = 5.00'
Rear = 10.00'

Lots 3, 23 & 26
Front & Street= 20.00'
Side Yard = 5.00'
Rear = 5.00'

Lots 4
All Setbacks = 20.00'

Lot 24
Front = 25.00'
Side Yard = 0
Rear = 10.00'



ADVANCED CONSULTING ENGINEERING SERVICES
133 W. Washington St. • P.O. Box 218
West Point, NE 68788
Phone: (402) 372-1923

EXHIBIT C

DESCRIPTION OF PROJECT AND DEVELOPERS AMENDED REDEVELOPMENT PLAN FOR LOUIS BENSCOTER AND JAVANAH BENSCOTER PROJECT

OVERVIEW:

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

The Developer has acquired, developed and rehabilitated the real estate shown on Exhibit A to the Redevelopment Contract by constructing an approximately 30 lot housing development, with houses to be built in phsases, including infrastructure on the real estate.

The Community Development Agency authorized the issuance of a bond, designated the 2009 A Bond to be repaid from the incremental tax revenues generated by the redevelopment project pursuant to §18-2147 of the Nebraska Revised Statutes, for a period of 15 years from an effective date of January 1, 2013 as described in this Amended Redevelopment Contract. The Developers will use the proceeds of the bond to assist in payment of Project Costs in the construction and acquisition of the project.

The specific purpose of this plan amendment is to revise the pledge of lots pledged to divide ad valorem taxes to support previously authorized tax increment revenue bonds, as provided in the prior agreement between the City, Agency and the Developer

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RESOLUTION NO. 2013-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING A REDEVELOPMENT PLAN; AND RELATED MATTERS

WHEREAS, the City of Wayne, Nebraska, a municipal corporation and city of the first class (the **"City"**), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

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

WHEREAS, the City has previously declared the area legally described in **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard 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 or caused to be prepared a Redevelopment Contract including a Redevelopment Plan (the **"Redevelopment Plan "**), in the form attached hereto as **Exhibit B**, for the redevelopment of that portion of the Redevelopment Area legally described on **Exhibit C** (the **"Project Area"**); and

WHEREAS, the City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

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

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

Section 1. The Redevelopment Plan is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs

and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency with respect to the Redevelopment Plan .

Section 2. The Redevelopment Plan is hereby approved in substantially the form attached hereto, with such immaterial changes, additions, or deletions thereto as may be determined to be necessary by the Mayor in his sole and absolute discretion. The Mayor and Clerk are hereby authorized to execute the Notice to Divide Taxes and file the same with the Assessor and Treasurer of Wayne County.

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area, to wit: All Lots in the Angel Acres Addition, all in the City of Wayne, Wayne County, Nebraska, for the benefit of any public body be divided as follows for a period of 15 years after the effective date of this provision as provided in Section 18-2147 of the Act, which effective date shall be the January 1 of the year following the issuance of a building permit for each such lot: as follows

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

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, 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, the Project. Specifically, such portion is pledged to the payment of principal and interest on the TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Benscoter Project) SERIES 2013 A. 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 the Project Area shall be paid into the funds of the respective public bodies.

The Agency shall file annually, before August 1 of the year following the year in which a building permit is issued for any lot in the Redevelopment Project Area a "Notice to Divide Tax for Community Redevelopment Project" with the office of the Wayne County Treasurer and Wayne County Assessor, without requirement of additional hearings or public notice.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

PASSED AND APPROVED this 5th day of March, 2013.

CITY OF WAYNE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in the Angel Acres Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

(Attach Redevelopment Contract)

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

* * * * *

Lot 3 of Centennial Valley Second Addition, a Replat of Boyle's Outlot; Lot 2 of Boyle's First Addition, a replat of Boyle's Subdivision; Lots 1, 2, 3 and 4 of Boyle's Second Addition; Lot 1 of the Administrative Subdivision of Boyle's Outlot, a Part of Boyle's Second Addition; and Lot 2 of Longe's Addition to the City of Wayne, Wayne County, Nebraska.

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RESOLUTION NO. 2013-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING A REDEVELOPMENT PLAN; AND RELATED MATTERS

WHEREAS, the City of Wayne, Nebraska, a municipal corporation and city of the first class (the **"City"**), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

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

WHEREAS, the City has previously declared the area legally described in **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard 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 or caused to be prepared a Redevelopment Contract including a Redevelopment Plan (the **"Redevelopment Plan "**), in the form attached hereto as **Exhibit B**, for the redevelopment of that portion of the Redevelopment Area legally described on **Exhibit C** (the **"Project Area"**); and

WHEREAS, the City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

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

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

Section 1. The Redevelopment Plan is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs

and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency with respect to the Redevelopment Plan .

Section 2. The Redevelopment Plan is hereby approved in substantially the form attached hereto, with such immaterial changes, additions, or deletions thereto as may be determined to be necessary by the Mayor in his sole and absolute discretion. The Mayor and Clerk are hereby authorized to execute the Notice to Divide Taxes and file the same with the Assessor and Treasurer of Wayne County.

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area, to wit: All Lots in the Angel Acres Addition, all in the City of Wayne, Wayne County, Nebraska, for the benefit of any public body be divided as follows for a period of 15 years after the effective date of this provision as provided in Section 18-2147 of the Act, which effective date shall be the January 1 of the year following the issuance of a building permit for each such lot: as follows

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

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, 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, the Project. Specifically, such portion is pledged to the payment of principal and interest on the TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Benscoter Project) SERIES 2013 B. 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 the Project Area shall be paid into the funds of the respective public bodies.

The Agency shall file annually, before August 1 of the year following the year in which a building permit is issued for any lot in the Redevelopment Project Area a "Notice to Divide Tax for Community Redevelopment Project" with the office of the Wayne County Treasurer and Wayne County Assessor, without requirement of additional hearings or public notice.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

PASSED AND APPROVED this 5th day of March, 2013.

CITY OF WAYNE, NEBRASKA

ATTEST:

By: _____
Clerk

By: _____
Mayor

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

Lot 4 in the Benscoter Addition Planned Unit Development Replat 2 to the city of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

(Attach Redevelopment Contract)

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

* * * * *

Lot 4 in the Benscoter Addition Planned Unit Development Replat 2 in the City of Wayne, Wayne County, Nebraska.

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RESOLUTION NO. 2013-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING A REDEVELOPMENT PLAN AMENDMENT; AND RELATED MATTERS

WHEREAS, the City of Wayne, Nebraska, a municipal corporation and city of the first class (the **"City"**), has determined it to be desirable to undertake and carry out urban redevelopment projects in certain areas of the City that are determined to be blighted and substandard and in need of redevelopment; and

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

WHEREAS, the City has previously declared the area legally described in **Exhibit A** attached hereto (the **"Redevelopment Area"**) to be blighted and substandard 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 or caused to be prepared a Redevelopment Contract Amendment including a Redevelopment Plan Amendment (the **"Redevelopment Plan Amendment"**), in the form attached hereto as **Exhibit B**, for the redevelopment of that portion of the Redevelopment Area legally described on **Exhibit C** (the **"Project Area"**); and

WHEREAS, the City published and mailed notices of a public hearing regarding the consideration of the approval of the Redevelopment Plan Amendment pursuant to Section 18-2115 of the Act, and has on the date of this Resolution held a public hearing on the proposal to approve the Redevelopment Plan; and

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

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

Section 1. The Redevelopment Plan Amendment is hereby determined to be feasible and in conformity with the general plan for the development of the City as a whole, and the Redevelopment Plan is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined, based on the analysis conducted by the Agency, that (a) the redevelopment project described in the Redevelopment Plan would not be economically feasible without the Project Area

without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of the recommendations of the Agency with respect to the Redevelopment Plan Amendment.

Section 2. The Redevelopment Plan Amendment is hereby approved in substantially the form attached hereto, with such immaterial changes, additions, or deletions thereto as may be determined to be necessary by the Mayor in his sole and absolute discretion. The Mayor and Clerk are hereby authorized to execute the Notice to Divide Taxes and file the same with the Assessor and Treasurer of Wayne County.

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on real property in the Project Area, to wit: Lot(s) Lots 3, and 25 Benscoter Addition, all in the City of Wayne, Wayne County, Nebraska, for the benefit of any public body be divided as follows for a period of 15 years after the effective date of this provision as provided in Section 18-2147 of the Act, which effective date shall be January 1, 2014:

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

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, 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, the Project. Specifically, such portion is pledged to the payment of principal and interest on the TAX INCREMENT REVENUE BOND OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WAYNE, NEBRASKA (Benscoter Project) SERIES 2009 A. 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 the Project Area shall be paid into the funds of the respective public bodies.

Section 4. The Mayor and Clerk are hereby authorized and directed to execute such documents and take such further actions as are necessary to carry out the purposes and intent of this Resolution and the Redevelopment Plan.

PASSED AND APPROVED this 5th day of March, 2013.

CITY OF WAYNE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

EXHIBIT A

LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

All Lots in the Benscoter Addition to the City of Wayne, Wayne County, Nebraska.

* * * * *

EXHIBIT B

(Attach Redevelopment Contract Amendment)

EXHIBIT C

LEGAL DESCRIPTION OF PROJECT AREA

* * * * *

Lots 3 and 25, Benscoter Addition, all in the City of Wayne, Wayne County, Nebraska.

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ORDINANCE NO. 2013-9

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR ST. PATRICK'S DAY ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., only on the business day of Saturday, March 16, 2013, in conjunction with St. Patrick's Day activities.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

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ORDINANCE NO. 2013-10

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR THE WAYNE HIGH SCHOOL ALUMNI ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., only on the business days of Friday, March 29, 2013, and Saturday, March 30, 2013, in conjunction with the Wayne High School Alumni activities.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

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ORDINANCE NO. 2013-14

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 6 ALCOHOLIC BEVERAGES, SECTION 6-18 HOURS OF SALE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 6, Sections 6-18 of the Wayne Municipal Code is hereby amended to read as follows:

Sec. 6-18. Hours of sale

(a) It shall be unlawful for any licensed person or his agents to sell any alcoholic beverages within the city, except during the following hours:

HOURS OF SALE

Alcoholic Liquors (except beer and wine):

Secular Days:

Off Sale.....	6:00 a.m. to 1:00 a.m.
On Sale.....	6:00 a.m. to **2:00** ~~**1:00**~~ a.m.

Sundays:

Off Sale.....	12:00 Noon to 1:00 a.m.
On Sale.....	12:00 Noon to **2:00** ~~**1:00**~~ a.m.

Beer and Wine:

Secular Days:

Off Sale.....	6:00 a.m. to 1:00 a.m.
On Sale.....	6:00 a.m. to **2:00** ~~**1:00**~~ a.m.

Sundays:

Off Sale.....	6:00 a.m. to 1:00 a.m.
On Sale.....	6:00 a.m. to **2:00** ~~**1:00**~~ a.m.

(b) No person shall consume any alcoholic beverages on licensed premises for a period of time longer than 15 minutes after the time fixed in this section for stopping the sale of alcoholic beverages on the premises. For the purposes of this section, the term "on sale" shall be defined as alcoholic beverages sold by the drink for consumption on the premises of the licensed establishment. The term "off sale" shall be defined as alcoholic beverages sold at retail in the original container for consumption off the premises of the licensed establishment.

(c) Nothing in this section shall be construed to prohibit licensed premises from being open for other business on days and hours during which the sale or dispensing of alcoholic beverages is prohibited by this section.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this _____ day of March, 2013.

THE CITY OF WAYNE, NEBRASKA

By_____
Mayor

ATTEST:

_____
City Clerk

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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: KEN JORGENSEN

Address: 109 MAIN WAYNE

Telephone No.: 369-0966

Date of Request: 2-28-13

Description of Requested Topic: 2 AM CLOSING
RUGBY WEEKEND
APRIL 5TH & 6TH

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ORDINANCE NO. 2013-20

AN ORDINANCE EXTENDING THE HOURS OF SALE OF ALCOHOLIC LIQUOR FOR THE RUGBY TOURNAMENT ACTIVITIES.

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

That the hours of sale of alcoholic liquor shall be extended to 2:00 o'clock a.m., on the business day of Friday, April 5, 2013, and Saturday, April 6, 2013, in conjunction with a rugby tournament taking place in Wayne.

PASSED AND APPROVED this _____ day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

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ORDINANCE NO. 2013-15

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 34 ENVIRONMENT, ARTICLE II NUISANCES, SECTION 34-32 SPECIFIC ENUMERATION; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 34, Article II, Section 34-32 of the Wayne Municipal Code is hereby amended to read as follows:

Sec. 34-32. Specific enumeration

The maintaining, using, placing, depositing, leaving or permitting of any of the following specific acts, omissions, places, conditions, and things are nuisances:

1. Any odorous, putrid, unsound or unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fish or fowl. **This shall include yard waste, unless such items are contained in a managed compost pile.**
2. Privies, vaults, cesspools, dumps, pits, **cisterns**, or like places which are not securely protected from flies or rats, which are foul ~~or~~, malodorous, **or dangerous**.
3. Filthy, littered or trash-covered cellars, house yards, barnyards, stable yards, factory yards, mill yards, vacant areas in rear of stores, granaries, vacant lots, houses, buildings, or premises.
4. Animal manure in any quantity which is not securely protected from flies and the elements, or which is kept or handled in violation of any ordinance of the city.
5. Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish or any waste vegetable or animal matter in any quantity; provided nothing contained in this subsection shall prevent the temporary retention of waste in receptacles in a manner provided by the health officer of the city, nor the dumping of non-putrifying waste in a place and manner approved by the health officer.
6. Tin cans, bottles, glass, cans, ashes, small pieces of scrap iron, wire metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster, and all trash or abandoned material, unless they are kept in covered bins or galvanized iron receptacles.
7. Trash, litter, rags, accumulations of barrels, boxes, crates, packing crates, mattresses, bedding, excelsior, packing hay, straw or other packing material, **sticks and branches, excluding neatly stacked firewood**, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, **building materials, such as lumber, shingles, siding, drywall, or insulation that are not for use in an on-going construction project, unless storage of those items is a permitted use in the zoning district,** old automobiles or parts, **tires,** or any other waste materials when any of such articles or materials create a condition in which flies or rats may breed or multiply, or which may be a fire danger, or which are so unsightly as to depreciate property values in the vicinity.
8. Any unsightly building, billboard or other structure, or any old, abandoned or partially destroyed building or structure or any building or structure commenced and left unfinished,

which buildings, billboards or other structures are either a fire hazard, a menace to the public health or safety, or are so unsightly as to depreciate the value of property in the vicinity.

9. All places used or maintained as junkyards, or dumping grounds, or for the wrecking and dissembling of automobiles, trucks, tractors or machinery of any kind, or for the storing or leaving of worn out, wrecked or abandoned automobiles, trucks, tractors or machinery of any kind, or of any of their parts, or for the storing or leaving of any machinery or equipment used by contractors or builders or by other persons, which places are kept or maintained so as to essentially interfere with the comfortable enjoyment of life or property by others, or which are so unsightly as to tend to depreciate property values in the vicinity.

10. ~~Stagnant water permitted or maintained on any lot or piece of ground~~. **Any furniture or appliances designed and intended for interior use only. Such items may include, but are not limited to, stoves, refrigerators, microwaves, televisions, electronic equipment, computer equipment, sofas, recliners, and upholstered chairs.**

11. Stockyards, granaries, mills, pigpens, cattle pens, chicken pens or any other place, building or enclosure, in which animals or fowl of any kind are confined or on which are stored tankage or any other animal or vegetable matter, or on which any animal or vegetable matter including grain is being processed, when such places in which such animals are confined or such premises on which such vegetable or animal matter is located are maintained and kept in such a manner that foul and noxious odors are permitted to emanate from the premises, to the annoyance of inhabitants of the city, or are maintained and kept in such a manner as to be injurious to the public health.

12. All other things specifically designated as nuisances elsewhere in this ~~Code~~ **Chapter**.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this _____ day of March, 2013.

THE CITY OF WAYNE, NEBRASKA

By_____
Mayor

ATTEST:

_____
City Clerk

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ORDINANCE NO. 2013-16

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 34 ENVIRONMENT, ARTICLE II NUISANCES, SECTION 34-39 NUISANCE; DUTY OF OWNER OR OCCUPANT; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 34, Article II, Section 34-39 of the Wayne Municipal Code is hereby amended to read as follows:

Sec. 34-39. Nuisance; duty of owner or occupant

(a) The owner or occupant of any lot or piece of ground within the municipality shall:

~~**1. Drain or fill such lot or piece of ground so as to prevent stagnant water or any other nuisance from accumulating thereon.**~~

1. Keep the lot or piece of ground and the adjoining streets and alleys to the center thereof free of any growth of 12 inches or more in height of weeds, grasses or worthless vegetation, **except for site designated by the City as habitat areas or stormwater management areas.**
2. ~~2.~~ Prevent the throwing, depositing or accumulation of litter on any lot or piece of ground within the municipality; ~~**provided that grass, leaves and worthless vegetation may be used as a ground mulch or in a compost pile.**~~
3. Refrain from maintaining a disorderly house as defined by this Code.

(b) Any owner or occupant who fails to abate a nuisance **or request a hearing with the City Problem Resolution Team within five (5) days of notice** shall, upon conviction, be guilty of a misdemeanor and be fined no less than $100.00 ~~**and no more than $500.00**~~. Each day a violation continues shall constitute a separate offense.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this _____ day of March, 2013.

THE CITY OF WAYNE, NEBRASKA

By_____
Mayor

ATTEST:

_____
City Clerk

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ORDINANCE NO. 2013-17

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 34 ENVIRONMENT, ARTICLE II NUISANCES, SECTION 34-40 ABATEMENT OF NUISANCE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. That Chapter 34, Article II, Section 34-40 of the Wayne Municipal Code is hereby amended to read as follows:

Sec. 34-40. Abatement of nuisance

Before the municipality may act to abate and remove such nuisance, notice to abate and remove such nuisance shall be given to each owner or owner's duly authorized agent and to the occupant, if any, by personal service or certified mail. **If notice by personal service or certified mail is unsuccessful, notice shall be given by conspicuously posting the notice on the lot or ground upon which the nuisance is to be abated and removed.** Within five days of receipt of such notice, if the owner or occupant of the property does not request a hearing with the city or fails to comply with the order to abate and remove the nuisance, the City **Problem Resolution Team** may have such work done and may levy and assess the costs and expenses of the work upon the property so benefited in the same manner as other special taxes for improvements are levied and assessed

Section 2. All Ordinances or parts of Ordinances in conflict herewith are repealed.

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

PASSED AND APPROVED this _____ day of March, 2013.

THE CITY OF WAYNE, NEBRASKA

By_____
Mayor

ATTEST:

_____
City Clerk

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Eisenbraun & Associates
Professional Engineers & Surveyors
Innovative Solutions Long Term Value

March 1, 2013

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

RE: Bid Award for the Tenth Street, Main to Windom Improvement Project
EA Project No. Y07183

Dear Mr. Johnson:

The bid letting for the above referenced project was held on Thursday, February 28, 2013. Four bids were received and they are listed below:

Steve Harris Construction, Hubbard, NE	$504,776.06
Elkhorn Paving, Norfolk, NE	$511,243.26
Sioux City Engineering Co., Sioux City, IA	$600,816.40
Luxa Construction Company, Inc., Blair, NE	$823,202.33

The bids were competitive and the low bid is very good. The Engineer's estimate for the project was $552,349.40 and two of the bids were below this estimate. I have reviewed each of the bids and corrected them for errors. The low bid and the high bid each had errors in them. However, based on the unit prices and correcting for the errors, Steve Harris Construction remained the low bidder. The remaining documentation submitted with the bids appears to be in order.

I worked with Steve Harris Construction on a street construction project in Hartington in 2010 and they did excellent work. I also understand that they have previously worked for the City of Wayne and did well on those projects. I did visit with Ben from Steve Harris Construction after the bid opening and he indicated that they are planning to use Robert Woehler & Sons Construction from Wayne as a subcontractor for the underground work associated with the project.

Based on the above information I am recommending that the City of Wayne award the Tenth Street, Main to Windom Improvement Project to Steve Harris Construction.

215 Walnut Street
Yankton, SD 57078
Phone: 605-665-8092
Fax: 605-665-0523

Visit our web site or e-mail us @ www.eaweb.com

1-800-888-8307

Enclosed for your use are three copies of the Notice of Award. Upon the Council's approval and signature, please return the copies to me. I will then prepare the contract documents for execution by Steve Harris Construction.

Sincerely,

EISENBRAUN AND ASSOCIATES, INC.

Keith DeJong

Keith DeJong, PE
Project Manager

cc: Steve Harris Construction

nd Recompact 6" Subgrade	4,723	SY	$ 2.00	$ 9,446.00	$ 1.50	$
and Grubbing	1	LS	$ 1,500.00	$ 1,500.00	$ 2,000.00	$
Remove Asphalt Surfacing	2,822.8	SY	$ 3.29	$ 9,287.01	$ 4.31	$
PCCPavement	4,987.7	SY	$ 1.00	$ 4,987.70	$ 1.00	$
PCC Curb and Gutter	2,917	LF	$ 1.00	$ 2,917.00	$ 1.00	$
and Salvage Brick Pavers	92.3	SY	$ 1.25	$ 115.38	$ 1.25	$
PCC Sidewalk	707.3	SY	$ 1.00	$ 707.30	$ 1.00	$
Retaining Walls	118.2	LF	$ 4.00	$ 472.80	$ 4.00	$
Storm Sewer Manhole	2	EA	$ 250.00	$ 500.00	$ 250.00	$
Storm Sewer Inlet	7	EA	$ 250.00	$ 1,750.00	$ 250.00	$
Storm Sewer Pipe	241	LF	$ 4.00	$ 964.00	$ 4.00	$
Sanitary Sewer Manhole	2	EA	$ 250.00	$ 500.00	$ 250.00	$
Existing Fire Hydrant	2	EA	$ 250.00	$ 500.00	$ 250.00	$
& Replace Sprinkler Irrigation System	1	LS	$ 100.00	$ 100.00	$ 100.00	$
Reinforced PCC Paving w/Monolithic C&G	5,341.2	SY	$ 35.07	$ 187,315.88	$ 38.97	$
Sidewalk	919.3	SY	$ 36.52	$ 33,572.84	$ 36.00	$
Driveway Pavement	567	SY	$ 36.43	$ 20,655.81	$ 36.00	$
ole Warning Panel	80	SF	$ 35.00	$ 2,800.00	$ 24.25	$
gmental Block Wall	320	SF	$ 20.00	$ 6,400.00	$ 20.00	$
e Access Ramp	1	LS	$ 9,750.00	$ 9,750.00	$ 9,775.00	$
Drainage Gutter	60	LF	$ 51.00	$ 3,060.00	$ 10.00	$
Sanitary Sewer Main w/ Bedding	416	LF	$ 18.00	$ 7,488.00	$ 18.00	$
Sanitary Sewer Service Line w/ Bedding	5	LF	$ 21.00	$ 105.00	$ 21.00	$
Sanitary Sewer Service Line w/ Bedding	5	LF	$ 20.00	$ 100.00	$ 20.00	$
ast Concrete Manhole w/ Frame and Lid	2	EA	$ 2,500.00	$ 5,000.00	$ 2,500.00	$
to Existing 8" Sanitary Sewer Main	2	EA	$ 200.00	$ 400.00	$ 200.00	$
Wye	1	EA	$ 100.00	$ 100.00	$ 100.00	$
Wye	1	EA	$ 100.00	$ 100.00	$ 100.00	$
anitary Sewer Manhole	1	EA	$ 250.00	$ 250.00	$ 250.00	$
Water Main	5	LF	$ 32.00	$ 160.00	$ 32.00	$
Water Main	1,443	LF	$ 15.00	$ 21,645.00	$ 15.00	$
Water Main	9	LF	$ 31.00	$ 279.00	$ 31.00	$
Water Main	4	LF	$ 30.00	$ 120.00	$ 30.00	$
Valve with Box	1	EA	$ 1,800.00	$ 1,800.00	$ 1,800.00	$
Valve with Box	5	EA	$ 1,500.00	$ 7,500.00	$ 1,500.00	$
Valve with Box	2	EA	$ 1,200.00	$ 2,400.00	$ 1,200.00	$
ard Fire Hydrant	2	EA	$ 2,250.00	$ 4,500.00	$ 2,250.00	$
" X 8" Tee	1	EA	$ 250.00	$ 250.00	$ 250.00	$
8" Tee	3	EA	$ 250.00	$ 750.00	$ 250.00	$
6" Tee	2	EA	$ 200.00	$ 400.00	$ 200.00	$
Deg. Bend	2	EA	$ 150.00	$ 300.00	$ 150.00	$
Deg. Bend	6	EA	$ 150.00	$ 900.00	$ 150.00	$
Reducer	4	EA	$ 100.00	$ 400.00	$ 100.00	$
ve	1	EA	$ 150.00	$ 150.00	$ 150.00	$
e	4	EA	$ 75.00	$ 300.00	$ 75.00	$
	2	EA	$ 50.00	$ 100.00	$ 50.00	$
ug	1	EA	$ 50.00	$ 50.00	$ 50.00	$
iner Gland	6	EA	$ 100.00	$ 600.00	$ 100.00	$
ner Gland	44	EA	$ 60.00	$ 2,640.00	$ 60.00	$
ner Gland	8	EA	$ 45.00	$ 360.00	$ 45.00	$
ner Gland	12	EA	$ 35.00	$ 420.00	$ 35.00	$
Tie to Existing Water Main	6	EA	$ 250.00	$ 1,500.00	$ 250.00	$
thelyne Water Service Line	57	LF	$ 15.00	$ 855.00	$ 15.00	$
d Corp Stop	7	EA	$ 750.00	$ 5,250.00	$ 750.00	$
ary Fire Hydrant	1	EA	$ 500.00	$ 500.00	$ 500.00	$
Class 3 Storm Sewer w/ Bedding	6	LF	$ 85.00	$ 510.00	$ 85.00	$
Class 3 Storm Sewer w/ Bedding	62	LF	$ 62.00	$ 3,844.00	$ 62.00	$
Class 3 Storm Sewer w/ Bedding	25	LF	$ 49.00	$ 1,225.00	$ 49.00	$
Class 3 Storm Sewer w/ Bedding	66	LF	$ 41.00	$ 2,706.00	$ 41.00	$
Type S Drop Inlet	1	EA	$ 15,000.00	$ 15,000.00	$ 15,000.00	$
Type S Drop Inlet	2	EA	$ 10,000.00	$ 20,000.00	$ 10,000.00	$
ype S Drop Inlet	3	EA	$ 6,500.00	$ 19,500.00	$ 6,500.00	$

nd Recompact 6" Subgrade	4,723	SY	$ 0.75	$ 3,542.25	$ 1.82	$
and Grubbing	1	LS	$ 3,500.00	$ 3,500.00	$ 3,500.00	$
Remove Asphalt Surfacing	2,822.8	SY	$ 3.00	$ 8,468.40	$ 3.56	$
PCCPavement	4,987.7	SY	$ 6.00	$ 29,926.20	$ 3.39	$
PCC Curb and Gutter	2,917	LF	$ 1.50	$ 4,375.50	$ 2.80	$
and Salvage Brick Pavers	92.3	SY	$ 15.00	$ 1,384.50	$ 2.38	$
PCC Sidewalk	707.3	SY	$ 3.50	$ 2,475.55	$ 2.38	$
Retaining Walls	118.2	LF	$ 12.00	$ 1,418.40	$ 84.00	$
Storm Sewer Manhole	2	EA	$ 450.00	$ 900.00	$ 1,750.00	$
Storm Sewer Inlet	7	EA	$ 450.00	$ 3,150.00	$ 1,050.00	$
Storm Sewer Pipe	241	LF	$ 15.00	$ 3,615.00	$ 12.60	$
Sanitary Sewer Manhole	2	EA	$ 450.00	$ 900.00	$ 2,030.00	$
Existing Fire Hydrant	2	EA	$ 300.00	$ 600.00	$ 490.00	$
& Replace Sprinkler Irrigation System	1	LS	$ 800.00	$ 800.00	$ 7,700.00	$
Reinforced PCC Paving w/Monolithic C&G	5,341.2	SY	$ 35.50	$ 189,612.60	$ 47.38	$
Sidewalk	919.3	SY	$ 38.00	$ 34,933.40	$ 39.63	$
Driveway Pavement	567	SY	$ 42.00	$ 23,814.00	$ 45.57	$
ole Warning Panel	80	SF	$ 35.00	$ 2,800.00	$ 37.98	$
gmental Block Wall	320	SF	$ 40.00	$ 12,800.00	$ 35.00	$
e Access Ramp	1	LS	$ 12,500.00	$ 12,500.00	$ 20,983.84	$
Drainage Gutter	60	LF	$ 55.00	$ 3,300.00	$ 25.51	$
Sanitary Sewer Main w/ Bedding	416	LF	$ 30.00	$ 12,480.00	$ 47.95	$
Sanitary Sewer Service Line w/ Bedding	5	LF	$ 330.00	$ 1,650.00	$ 32.87	$
Sanitary Sewer Service Line w/ Bedding	5	LF	$ 330.00	$ 1,650.00	$ 26.81	$
ast Concrete Manhole w/ Frame and Lid	2	EA	$ 7,000.00	$ 14,000.00	$ 4,410.00	$
to Existing 8" Sanitary Sewer Main	2	EA	$ 1,500.00	$ 3,000.00	$ 221.20	$
Wye	1	EA	$ 115.00	$ 115.00	$ 189.00	$
Wye	1	EA	$ 105.00	$ 105.00	$ 182.00	$
anitary Sewer Manhole	1	EA	$ 200.00	$ 200.00	$ 765.64	$
Water Main	5	LF	$ 200.00	$ 1,000.00	$ 44.27	$
Water Main	1,443	LF	$ 26.50	$ 38,239.50	$ 42.60	$
Water Main	9	LF	$ 175.00	$ 1,575.00	$ 30.93	$
Water Main	4	LF	$ 175.00	$ 700.00	$ 26.37	$
Valve with Box	1	EA	$ 2,250.00	$ 2,250.00	$ 2,587.05	$
Valve with Box	5	EA	$ 1,600.00	$ 8,000.00	$ 1,802.09	$
Valve with Box	2	EA	$ 1,075.00	$ 2,150.00	$ 1,337.72	$
ard Fire Hydrant	2	EA	$ 2,700.00	$ 5,400.00	$ 4,007.15	$
" X 8" Tee	1	EA	$ 750.00	$ 750.00	$ 551.26	$
8" Tee	3	EA	$ 700.00	$ 2,100.00	$ 492.84	$
6" Tee	2	EA	$ 600.00	$ 1,200.00	$ 458.39	$
Deg. Bend	2	EA	$ 350.00	$ 700.00	$ 413.45	$
Deg. Bend	6	EA	$ 350.00	$ 2,100.00	$ 367.01	$
Reducer	4	EA	$ 140.00	$ 560.00	$ 349.04	$
ve	1	EA	$ 195.00	$ 195.00	$ 347.54	$
e	4	EA	$ 115.00	$ 460.00	$ 293.61	$
	2	EA	$ 200.00	$ 400.00	$ 293.61	$
ug	1	EA	$ 200.00	$ 200.00	$ 260.65	$
iner Gland	6	EA	$ 175.00	$ 1,050.00	$ 134.82	$
ner Gland	44	EA	$ 140.00	$ 6,160.00	$ 83.89	$
ner Gland	8	EA	$ 125.00	$ 1,000.00	$ 67.41	$
ner Gland	12	EA	$ 115.00	$ 1,380.00	$ 61.42	$
Tie to Existing Water Main	6	EA	$ 1,600.00	$ 9,600.00	$ 834.39	$
thelyne Water Service Line	57	LF	$ 19.00	$ 1,083.00	$ 18.90	$
d Corp Stop	7	EA	$ 650.00	$ 4,550.00	$ 999.17	$
ary Fire Hydrant	1	EA	$ 600.00	$ 600.00	$ 1,123.50	$
Class 3 Storm Sewer w/ Bedding	6	LF	$ 140.00	$ 840.00	$ 129.85	$
Class 3 Storm Sewer w/ Bedding	62	LF	$ 80.00	$ 4,960.00	$ 119.35	$
Class 3 Storm Sewer w/ Bedding	25	LF	$ 65.00	$ 1,625.00	$ 89.95	$
Class 3 Storm Sewer w/ Bedding	66	LF	$ 60.00	$ 3,960.00	$ 77.91	$
Type S Drop Inlet	1	EA	$ 11,750.00	$ 11,750.00	$ 9,254.00	$
Type S Drop Inlet	2	EA	$ 8,500.00	$ 17,000.00	$ 6,549.20	$
ype S Drop Inlet	3	EA	$ 4,600.00	$ 13,800.00	$ 4,729.20	$

Abbreviated Bid Tabulation

TENTH STREET, MAIN TO WINDOM IMPROVEMENT PROJECT

City of Wayne, Nebraska
E/A Project No. Y07183

Bid Letting: Thursday, February 28, 2013, 2:00 pm CDT, Wayne City Hall, Wayne, NE

Contractor	Bid Bond	Add. #1 Noted	Add. #2 Noted	Bid Total
Steve Harris Construction	X	X	X	$504,776.06
Elkhorn Paving	X	X	X	$511,243.26
Sioux City Engineering Co.	X	X	X	$600,816.40
Luxa Construction Co. Inc.	X	X	X	$823,202.33
Engineer's Estimate				$552,349.40

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RESOLUTION NO. 2013-17

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "10TH STREET, MAIN TO WINDOM IMPROVEMENT PROJECT."

WHEREAS, four bids were received on February 28, 2013, on the "10th Street, Main to Windom Improvement Project"; and

WHEREAS, the bids have been reviewed by the City's engineer on the project, Olsson Associates; and

WHEREAS, Eisenbraun & Associates, Inc., is recommending that the contract be awarded to Steve Harris Construction in the amount of $501,469.06.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "10th Street, Main to Windom Improvement Project", as submitted by the following contractor, is reasonable and responsive, and the same is hereby accepted:

Bidder	**Amount**
Steve Harris Construction Homer, Nebraska	$504,776.06

BE IT FURTHER RESOLVED, that the bid, as set forth and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same is hereby accepted.

BE IT FURTHER RESOLVED, that the Mayor be, and he is hereby instructed and authorized to enter into a contract on behalf of the City of Wayne, Nebraska, with the contractor for the above project, and the City Administrator is authorized to approve and execute change orders in amounts not to exceed five percent of the contract amount.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

Notice of Award

Date: March 5, 2013

Project: Tenth Street, Main to Windom Improvement Project	
Owner: City of Wayne, Nebraska	Owner's Contract No.:
Contract: Tenth Street, Main to Windom Improvement Project	Engineer's Project No.:Y07183
Bidder: Steve Harris Construction	
Bidder's Address:	
793 Fiddler Creek Road	
Hubbard, NE 68741	

You are notified that your Bid dated February 28, 2013 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the installation of concrete pavement, sewer mains, water mains, storm sewer and other miscellaneous items as noted on the project bid form.

The Contract Price of your Contract is five hundred four thousand, seven hundred seventy six and 06/100 Dollars ($504,776.06) as based on the unit prices and quantities that were submitted on the bid form.

Additional copies of the plans and specifications for the project will be made available to you upon request.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner three fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Wayne, Nebraska
Owner

By:_____
Authorized Signature

_____
Title

Copy to Engineer

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RESOLUTION NO. 2013-18

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WAYNE AND THE LAMAR COMPANIES REGARDING THE TERMINATION OF A LEASE FOR AN ADVERTISING STRUCTURE LOCATED IN THE WESTERN RIDGE THIRD ADDITION.

WHEREAS, the City is desirous of entering into an agreement with The Lamar Companies in which The Lamar Companies will terminate a lease and remove the advertising structure that is located on the leased location so that the City can build a street thereon; and

WHEREAS, in return, the City agrees to pay The Lamar Companies the sum of $7,500.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Agreement between the City of Wayne and The Lamar Companies, a copy of which is attached hereto and incorporated herein by reference, be approved, and the Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

AGREEMENT

This Agreement is made and entered into by and between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as "CITY" and The Lamar Companies, hereinafter referred to as "LAMAR."

WHEREAS, the CITY desires to build a street on land particularly described as: 285 feet West of the Southeast corner of Western Ridge, Third Addition to the City of Wayne, Nebraska, on the north side of State Highway 35; and

WHEREAS, LAMAR currently leases land that is within 50 feet of said land, and said lease runs until July 31, 2022; and

WHEREAS, LAMAR has placed an advertising structure located at the leased location; and

WHEREAS, in order to build a street at the desired location, the advertising structure must be removed.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein, agree to the following:

1. LAMAR will terminate the lease agreement it has with the landowners of the land described as: 285 feet West of the Southeast corner of Western Ridge, Third Addition to the City of Wayne, Nebraska, on the north side of State Highway 35.

2. LAMAR will have the advertising structure, which is currently located on said land, removed within 30 days of the date of this agreement. This shall include the removal of all materials at said location, except for the posts/beams shall be cut off at ground-level.

3. LAMAR will not seek a replacement location within the city limits of Wayne, Nebraska.

4. The CITY will pay LAMAR the amount of $7,500.

5. LAMAR will indemnify and hold the CITY harmless from and against all claims arising from this Agreement as brought by LAMAR or the owners of the aforementioned land, from whom LAMAR currently leases the land.

6. This agreement shall not go into affect until agents of both parties have signed the agreement.

Dated: March 5, 2013.

CITY OF WAYNE,

By:_____
Ken Chamberlain, Mayor

ATTEST:

_____
Betty A. McGuire, City Clerk

Dated: March _____, 2013.

THE LAMAR COMPAINIES,

By:_____

_____
Title

ATTEST:

_____

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RESOLUTION NO. 2013-19

A RESOLUTION APPROVING LETTER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES FOR THE "MILO DRIVE PAVING & UTILITY IMPROVEMENTS PROJECT."

WHEREAS, the Wayne City Council is desirous of entering into an Agreement with Olsson Associates for professional services regarding the "Milo Drive Paving & Utility Improvements Project"; and

WHEREAS, a proposal has been requested and received from Olsson Associates for a sum not to exceed $37,950.00; and

WHEREAS, staff recommendation is to accept said proposal of Olsson Associates.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the Letter Agreement between the City of Wayne and Olsson Associates for the "Milo Drive Paving & Utility Improvements Project" be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA,

By_____
Mayor

ATTEST:

_____
City Clerk

OLSSON ®
ASSOCIATES

LETTER AGREEMENT FOR
PROFESSIONAL SERVICES

February 25, 2013

City of Wayne
Attn: Lowell Johnson
306 Pearl Street
Wayne, NE, 68787

Re: **AGREEMENT FOR PROFESSIONAL SERVICES**
Milo Drive Paving & Utility Improvements "Project"
Wayne, Nebraska

Dear Mr. Johnson:

It is our understanding that the City of Wayne, Nebraska ("Client") requests Olsson Associates ("Olsson") to perform the following services pursuant to the terms of this Letter Agreement for Professional Services, any signed Master Agreement, Olsson's General Provisions and any exhibits attached thereto (hereinafter "the Agreement") for the Project.

1. Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions (and any exhibits attached thereto), which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, any Master Agreement and/or the General Provisions regarding the services to be performed by Olsson, the requirements of this Letter Agreement shall take precedence.

2. Olsson shall provide Client all Basic Services for the Project as more specifically described in Exhibit A hereto. Should Client request work not described and included in the above Description of Basic Services, such as Additional Services, Olsson shall invoice Client for such services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Olsson shall not commence work on Additional Services without Client's prior approval in writing.

   Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

1707 Dakota Avenue
South Sioux City, NE 68776
TEL 402.494.3059
FAX 402.494.4064
www.oaconsulting.com

SCHEDULE FOR OLSSON'S SERVICES

3. Unless otherwise agreed, Olsson would expect to begin performing its services under the Agreement promptly upon your signing.

   Anticipated Start Date: March 2013 Anticipated Completion Date: May 2013

   Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date and any milestone dates are approximate only, and Olsson reserves the right to readjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

4. Client shall pay to Olsson for the performance of the Basic Services the actual time of personnel performing such Services on the basis of Salary Costs times a factor of 2.5 for services rendered by our principals and employees engaged directly on the Project plus Reimbursable Expenses, unless otherwise agreed to by both parties. Reimbursable expenses will be invoiced in accordance with the Schedule contained in the General Provisions attached to this Letter Agreement. Olsson's Basic Services will be provided on a time and expense basis not to exceed as described below.

I.	Data Collection -	$3,300.00
II.	Design Services -	$14,400.00
III.	Bid Phase Services -	$3,150.00
IV.	Construction Phase Services -	$17,100.00
TOTAL -		$37,950.00

   Olsson shall submit invoices on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the due date.

TERMS AND CONDITIONS OF SERVICE

5. We have discussed with you the risks, rewards and benefits of the Project and our fees for services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

6. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below (indicating Client's designated Project representative if different from the party signing). Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

7. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

OLSSON ASSOCIATES

By _____
Rodney L. Hanson

By _____
Chad P. Kehrt

If you accept the preceding proposal and the Agreement, please sign:

City of Wayne, Nebraska "Client"

By _____

Title _____ Dated: _____

If different from above,

_____
Client's Designated Project Representative

EXHIBIT "A" to GENERAL PROVISIONS ATTACHED TO
LETTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CLIENT AND OLSSON, DATED February 25, 2013

DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

This is an exhibit attached to and made a part of the General Provisions attached to the Proposed Letter Agreement for Professional Services dated February 25, 2013 between the City of Wayne, Nebraska ("Client") and Olsson Associates ("Olsson") providing for professional services. The Basic Services of Olsson are as indicated below.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

I. DATA COLLECTION

A. Establish horizontal and vertical control
B. Topographic survey
C. Utility locates
D. Preliminary discussions will be held with the Nebraska Department of Roads regarding highway access to Highway 35.

II. DESIGN SERVICES

A. Project Management
B. Sanitary Sewer, Water Main, Storm Sewer and Paving Design
   1. Plan and profiles
   2. Roadway Sections
   3. Limits of construction
   4. NDEQ and HHS review
C. Quantities/Estimates
D. Quality review
E. Prepare and submit an NDOR Highway Access Permit Application. All permit fees will be supplied by the City.

III. BID PHASE SERVICES

A. Distribute construction documents
B. Utility coordination
C. Provide construction document clarification, as needed
D. Issue addendums, if necessary
E. Assist with bid opening
F. Prepare bid tabulation
G. Make bid acceptance recommendation

IV. CONSTRUCTION PHASE SERVICES

A. Perform project management.
   1. Preconstruction Meeting
   2. Provide daily management of project
   3. Coordination with the City
   4. Prepare reports including, but not limited to: invoices, progress reports, change orders, contractor pay requests
   5. Shop Drawing Review

B. Construction Survey/Staking
   1. Stake a sanitary sewer, water main, and storm sewer pipe locations and elevations.
   2. Stake out limits of construction
   3. Provide paving stakes – every 25 feet in curves and 50 feet on tangents.

C. Construction Inspection
   1. Weekly project update meetings
   2. Maintain project field diaries, files, and records
   3. Review critical path schedule supplied by contractor and have it updated as necessary
   4. Verify that work is completed in conformance with the plans and specifications
   5. Review daily traffic control devices
   6. Verify all material certifications
   7. Measure and calculate quantities of pay items
   8. Prepare record drawings
   9. Consult with the public regarding questions during construction

D. Perform Material Sampling & Testing
   1. Soil compaction and subgrade preparation compaction
   2. Concrete testing – air, slump, cylinders, aggregate gradations

E. Project Closeout
   1. Preparation of punchlist items
   2. Verify that punchlist items have been completed
   3. Assist City with the creation of a paving district

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CITY OF WAYNE, NEBRASKA

ORDINANCE NO. 2013-21

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, CREATING A STREET IMPROVEMENT DISTRICT WITHIN THE CITY OF WAYNE TO BE KNOWN AS STREET IMPROVEMENT DISTRICT NO. 2013-1; DEFINING THE BOUNDARIES OF SAID DISTRICT AND PROPERTY CONTAINED THEREIN; AND, PROVIDING FOR THE CONSTRUCTION OF IMPROVEMENTS THEREIN.

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

Section 1. The Mayor and City Council of the City of Wayne, Wayne County, Nebraska, hereby find and determine that it is in the best interests of the City that Milo Drive from the north right-of-way line of Nebraska State Highway 35 (West 7th Street) to the north line of Western Ridge Third Addition to the City of Wayne, including intersections with all streets, avenues and alleys, be improved as hereinafter described; and that it is in the best interests of the City of Wayne to create a street improvement district for the construction of the said improvements.

Section 2. There is hereby created within the City of Wayne, Nebraska, a street improvement district to be known and designated as Street Improvement District No. 2013-1, the outer boundaries of which shall contain the following property:

Within said District, Pheasant Run from the north right-of-way line of Nebraska State Highway 35 (West 7th Street) to the north line of Western Ridge Third Addition to the City of Wayne including intersections with all streets, avenues and alleys, shall be improved by grading and construction of concrete paving, storm sewer, sidewalk and other necessary improvements and appurtenances.

Section 3. All of said improvements shall be constructed to the established grades as fixed by ordinances of the City of Wayne, and shall be constructed in accordance with plans and specifications to be prepared by the City's engineers, Advanced Consulting Engineering Services, which plans shall be approved by the Mayor and City Council. The improvements shall be made at public cost, but special assessments shall be levied to reimburse the City for the cost of the improvements as provided by law.

Section 4. Notice of the creation of said Street Improvement District No. 2013-1 shall be published in The Wayne Herald newspaper, a legal newspaper published in and of general circulation within the City of Wayne, for three weeks after the publication of this Ordinance.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Ordinance.

PASSED AND APPROVED this 5th day of March, 2013.

THE CITY OF WAYNE, NEBRASKA

By_____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

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Wayne Public Library
3-Year Technology Plan (Review Annually)
2013-2015

Wayne Public Library
Lauran Lofgren
410 Pearl Street
Wayne, Nebraska 68787

County: **Wayne** Telephone Number: **(402) 375-3135**

Population of city: **(2010 census)**
Population of county: **(2010 census)**

List of individuals on your planning team including community representatives:

- **Joel Ankeny (Board member)**
- **Spring Dahl (Board member)**
- **Jenny Hammer (Board member)**
- **Ellen Imdieke (Board member)**
- **Dennis Lipp (Board Member)**
- **Brian Kesting (Technology Support Specialist)**
- **Lauran Lofgren (Director)**

What current technology exists in your community?

- **City: several Linux and Windows servers that run the police and billings systems as well as email and web services. There is point-to-point wireless connecting all city facilities and wireless hotspots in certain city buildings. There is a growing expansion of fiber in the community (via cable company)**
- **College: 1,000+ desktop computers, 30-40 servers, CAD, wireless, automated library. College connects all of its facilities via fiber optics.**
- **High School: 300 computers, automated library, web server**
- **Other businesses with DSL, cable modems, wireless Internet, etc. Several food places have WiFi for their customers.**

Goals and Strategy -- **The library does not apply for discounted services through the Universal Service Fund (E-rate). This technology plan is used exclusively for internal planning, budgeting, and grant-writing.**

Goal A

Goal: Plan for the changeover from audiobooks on CD to all downloadable (a multi-year process)

Anticipated benefit: keeping up with current technologies and responding to patrons' desire for 24/7 service

Strategy to complete: continue increasing size of ebook collection through Overdrive Advantage while monitoring circulation rates between ebook and audiobook. Develop library purchase policy for ebooks taking into consideration publishers requirements and limits (ex: recent Macmillan policy to sell titles for 52 checkouts or 24 months – whichever comes first)

What is needed: time
Personnel involved: Director
Budget: extra $1000 per year to be used for ebook aquisitions

Goal B

Goal: Standardize staff training

Anticipated benefit: consistency of patron assistance
Strategy to complete: develop forms, worksheets, and procedures for training of new staff as well as reviews for current staff
What is needed: time
Personnel involved: Director, library staff
Budget: no cost other than staff time UNLESS it is determined that off-site training or bringing in presenters for entire staff would be beneficial

Goal C

Goal: Investigate a messaging system in the library to run announcements, etc., that could also be switched to tv to broadcast council meetings (when that happens), and other important events

Anticipated benefit: improved promotion of library events and services
Strategy to complete: consult with city staff to determine optimum location of system and cost of equipment
What is needed: Hardware, staff time
Personnel involved: Director, Technology Support Specialist, City Electrical personnel
Budget: $2000 for equipment and parts plus labor of Technology Support Specialist and city Electrician

Goal D

Goal: Continue Wayne Herald file conversion to make it accessible online

Anticipated benefit: having the Wayne Herald files accessible online 24/7 will benefit local citizens as well as researchers across the world. In addition, valuable staff time that is currently used for genealogy searches will be freed up for other tasks
Strategy to complete: have 3-4 Library Assistants trained in the procedure to resize files
What is needed: time
Personnel involved: Director, library staff, city Technology Support Specialist
Budget: staff time

Goal E

Goal: Continue expanding use of social media

Anticipated benefit: Improviding the "pass it along" contact with have with our intended audience .
Strategy to complete: make sure each staff members has a city email, give them opportunities to communicate on facebook regarding their specialities, harvest new ideas from younger staff members, encourage pertinent continuing ed for all staff
What is needed: time
Personnel involved: Director, library staff, city Technology Support Specialist

Budget: payroll costs

Goal F

Goal: Find a way to track wireless use

Anticipated benefit: documenting the value to the public in offering WI-FI and being able to accurately report the use of the library's Internet access
Strategy to complete: work with city Technology Support Specialist
What is needed: unknown at this time
Personnel involved: Director, Technology Support Specialist
Budget: possibly cost of tracking software

Goal G

Goal: Develop computer tutorials for new staff and also to use as staff refreshers

Anticipated benefit: keeping staff up to date with new technology and giving them the opportunity to feel secure when helping patrons
Strategy to complete: identify current staff areas of expertise, enlist those staff members in developing computer tutorials (staff will be encouraged to borrow wheels, not invent them). Schedule all staff to work with staff expert to become comfortable, then assign weekly or monthly periods to practice skills
What is needed: time
Personnel involved: Director, library staff, city Technology Support Specialist, outside subject specialist if needed
Budget: extra payroll expenses to cover training

Goal H

Goal: Investigate contacting patrons through email or text messaging

Anticipated benefit: quicker and less expensive way to keep patrons up to date on library activities, book acquisitioins, overdues and fines
Strategy to complete: this will need to be a feature of SIRSIDYNIX, so staying involved with the consortium and software updates is required
What is needed: Time, contact with patrons to see if they even want this service.
Personnel involved: Library director; library staff; Technology Support Specialist; consortium personnel; SIRSIDYNIX personnel
Budget: Money will be saved on correspondence, but not sure if change will take more staff time to make sure contacts are correct, etc.

Goal I

Goal: Investigate security system for library materials

Anticipated benefit: Deciding if a security system is the appropriate step for Wayne Public Library, or if more cameras or different staff placement would be a better solution
Strategy to complete: Investigate factors involved in cost of electronic security systems for libraries including equipment costs, installation and maintenance, labor costs, staff training, public relations, and comparison of systems. Compare to potential savings of reduced book losses and how a change might impact public good will.
What is needed: Information

Personnel involved: Library director; Technology Support Specialist; library staff; city personnel
Budget: payroll

Goal J

Goal: Investigate computer lab scheduling/printing software

Anticipated benefit: conserving staff time in monitoring computer usage, eliminating printing losses, encouraging patrons to keep their library accounts current (no overdues/moderate fines)
Strategy to complete: survey other libraries, investigate software; initiate a trial or two if feasible
Personnel involved: Library Director; City Technology Support Specialist; library staff
Budget: payroll costs

Goal K

Goal: Redo web pages

Anticipated benefit: making library web pages more user friendly by bringing primary user needs to the forefront
Strategy to complete: investigate other library webpages, acquire
Personnel involved: Library staff, City Technology Support Specialist
Budget: staff time

Goal L

Goal: Eliminate reference section and make titles available digitally

Anticipated benefit: titles available 24/7, still accessible through library catalog, information can be accessed outside the library
Strategy to complete: investigate how to purchase ebooks that could be added to our library catalog
Personnel involved: Library Director; Nebraska Library Commission staff
Budget: $1500

a. *As part of your goals that relate to technology planning, do you anticipate adding any new and/or updated technology for your library within the next three years? If the answer is no please elaborate and then go to the section on Continuing Education. If so, please note which technology.*

- **Wiring -- no new wiring**
- **Telephone lines -- no new phone lines**
- **Computers -- standard replacement of library computers at 4 or 5 year intervals**
- **Printers – no changes**
- **Internet -- no changes**
- **Router -- not needed**
- **Server -- acquire a server dedicated to the Wayne Herald digitized collection to permit Internet access to the files**
- **Hub -- not needed**

b. If you are adding any new type or form of technology (e.g. telephone lines, hardware, software, and upgrade in Internet service) explain why the library is adding this technology and how it would benefit the community?

- **Computers -- Continuing an aggressive rotation schedule for computers and the accompanying software will provide consistency of service.**
- **Printers – standard updating of heavily used printer to permit clean, crisp outputs for our patrons**
- **Server -- converting the local newspaper to a searchable digital format will be a service to our local patrons and genealogists around the country who currently have to pay for our searching services. This will also relieve staff from time-consuming searching through the microfilm.**

c. For each type of technology, explain who would be responsible for installation? Please include the individual's organization/business affiliation.

- **City Technology Support Specialist**

d. For each type of new and/or improved technology, explain who would be responsible for maintenance and/or technical support of the hardware, software or access? Please include the individual's organization/business affiliation.

- **City Technology Support Specialist**

Continuing Education Opportunities

What kinds of continuing education opportunities/workshops are available to you locally and/or the region to assist the staff with continued improvement of current library service through the use of technology (Telephone, Internet, and any other forms of technology that the library is applying for through e-rate)? Please name examples of specific classes or workshops that would be available to attend. Where would staff and/or volunteers go to receive this continuing education? What other types of resources would be helpful (i.e. print)? Would staff and/or volunteers attend training through the regional library system, or Nebraska Library Commission or local community college?

- **The library has a history of acquiring needed training for staff members.**
- **Classes may be taken through NELS, NLC, or sessions at NLA conference.**
- **Manuals are purchased as needed.**
- **The City Technology Support Specialist is very willing to assist in training staff when needed.**

Budget

The library must include a sufficient budget to acquire and pay for the non-discounted services of your applied e-rate services. Describe how the library is paying for all the technology needs including the library's non-discounted portion of the e-rate discounts that the library has and or will apply for in the future. Is there a line item in the budget designated for the remaining non-discounted costs? For example, if the library receives a 60% discount on telephone and Internet, how does the library pay for the remaining 40% of the cost? If so, what is it? How does the library budget for other technology-related costs which might include tech support and

upgrades? It might be helpful to include a copy of the library's budget to show the local financial commitment in this area.

The city is committed to offering suitable technologies for the public.

Technical Support/Maintenance

Who in your community and/or surrounding region has the technology expertise to connect current hardware, load software and troubleshoot when problems occur? Who is responsible for helping the library when the Internet is down? Please be specific with name of individual and their affiliation.

- **Primary: City Technology Support Specialist**

Evaluation

What kind of process does the library use to evaluate this technology plan which includes monitoring the progress toward the specific goals and strategies to help support your discount services through the e-rate program? How often does the library re-evaluate the technology plan? How is it reviewed? This process should also note how the library addresses any corrections and/or adjustments to the original goals of service. What information does the library use to assist with this evaluation? For example, does the library provide surveys to customers about specific technological services? Does the technology planning committee meet on a regular basis?

Review of technology needs of the library is done on an informal basis as needed. Issues and/or opportunities arise and discussion is brought to library board and city staff members. With the creation of the support specialist position several years ago, this process continues on virtually a weekly basis as we discuss the current state of technology in the library, acceptable performances levels of the equipment, and possibilities for change and improvement. Periodic patron surveys may be conducted, and informal comments are always welcomed and noted.

Signed and dated by Board President and Library Director
Technology Assessment/Inventory

COMPUTERS:

USER	BRAND	MODEL	PROCESSOR	MEMORY	HDRIVE	SCREEN	O SYSTEM	ACQUIRED	
Adult librarian	HP	Compaq 6000 Pro	Pentium Dual core			19 flat	Windows XP	Jan-10	**2014-2015**
Children's 1								Dec-10	as needed
Children's 2								Dec-10	as needed
Children's 3								Dec-10	as needed
Director	HP	Compaq 6000 Pro	Pentium Dual core			19 flat	Windows XP	Jan-10	**2014-2015**
Lab 1								Aug-11	**2016-2017**
Lab 2								Aug-11	**2016-2017**
Lab 3	HP					17 flat	Windows XP	Mar-08	2013-2014
Lab 4	HP					17 flat	Windows XP	Mar-08	2013-2014
Lab 5	Gateway	E-4500	P4 3.2 GHz	.98 GIG		15 flat	Windows XP	Mar-07	**2012-2013**
Lab 6									**2016-2017**
Lab 7	HP					17 flat	Windows XP	Mar-08	2013-2014
Lab 8	HP					17 flat	Windows XP	Mar-08	2013-2014
Laptop	Gateway	400X-Laptop	P4 - 2.5 GHz		40 Gb		Windows XP	Jan-10	**2015-2016**
Lower circ	HP	Compaq 6000 Pro	Pentium Dual core			19 flat	Windows XP	Jan-10	**2015-2016**
Main circ	HP	Compaq 6000 Pro	Pentium Dual core			19 flat	Windows XP	Jan-10	**2015-2016**
OPAC NE	Gateway	Profile 5.5	P4 3.2 GHz	1 GIG		17 flat	Windows XP	Jul-05	**2012-2013**
OPAC NW	Gateway	Profile 5.5	P4 3.2 GHz	1 GIG		17 flat	Windows XP	Jul-05	**2012-2013**
OPAC SE	Gateway	Profile 5.5	P4 3.2 GHz	1 GIG		17 flat	Windows XP	Jul-05	**2012-2013**
OPAC SW	Gateway	Profile 5.5	P4 3.2 GHz	1 GIG		17 flat	Windows XP	Jul-05	**2012-2013**
Youth librarian							Windows XP	Mar-08	**2012-2013**
Staff								Mar-09	2013-2014
ADA station									
Laptops								Aug-11	2016-2017

OTHER:

Fax		Apr-11	
Lab printer	HP	Aug-11	**2016-2017**
Proxima		Aug-11	**2016-2017**
Cisco 350 series wireless bridge			
Cisco 1200 series Access Point			
Linux Router/Firewall			

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Wayne Public Library Board of Trustees

Tuesday, January 8, 2013 / 5 p.m., Conference Room

MINUTES

The meeting was called to order at 5:05 p.m.

Present were: Joel Ankeny, Spring Dahl, Dennis Lipp, Jenny Hammer & Lauran Lofgren, Library Director. Also present was Brian Kesting, City of Wayne Technology Support Specialist.

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 were approved as presented.

The financial report was approved as presented.

DIRECTOR'S REPORT

Statistics (25%)	NOV12	DEC12	DEC11	% of Previous Year Total
Circulation	4520	3420	4567	21
Patrons	na	3438	3783	14
Meeting Room	10	6	6	33
Reference ?s	188	177	154	21
Computer ?s	180	144	89	23
Phone Calls	389	403	361	24
OPACS	233	189	214	23
AWEs	476	309	324	13
Internet	939	767	775	23
New Patron Cards	16	25	9	21
Items Added	101	124	180	19
Items Deleted	3	18	12	3

- LKL reported a slow month. Not sure why.
- LKL is going to look at different formats to represent a broader sense of statistics.
- Staff Activities
    - LKL had annual performance evaluation with Lowell Johnson
    - Staff met at library for a staff Christmas party
    - Staff received a workshop sexual harassment conducted by attorney Eric Knutson during our monthly staff meeting
    - LKL attended OneLibrary consortium meeting
    - JO organized "Read Your Way through the Holiday" for the Christmas break
    - LKL met with Betty McGuire regarding over dues/fines and procedures

- LKL has begun work on the annual statistical report for the Nebraska Library Commission
- Santa Story time was held and was very successful. Record number of children and their families attended (82 children; 52 adults)
- The Silent Wreath auction wrapped up with $470 raised for the local food bank. The final event held in the Senior Center included a reading of The Gift of the Magi by Jennifer Nelson, demonstration and giveaway of two Christmas table decorations by Lou Wiltse of the Wayne Greenhouse, and a musical performance and sing-along with library staffer Katie Hansen and WSC pianist Phil Pfaltzgraff.

OLD BUSINESS

- Library "Wish Tree" update – had a few responses, but probably not more than 6 or so. We will discuss at staff meeting ways to make a list of these items available on a more on-going basis. WPL may switch to a list instead.

- Handling of over dues and bills
  - Sent an email to area librarians – no responses
  - Visited with Betty McGuire. We would have to get our own account with a collection agency or credit bureau and she wasn't sure of the cost. She also encouraged the board to further investigate the registration/printing software that would limit access to the library Internet for cardholders with over dues and/or fines.
  - LKL will be looking further into costs.
  - Collection of over dues and bills will be integral to the technology plan for WPL.

NEW BUSINESS –

Technology plan discussion & review of 3-Year Technology Plan (2010-2013) with Brian Kesting, City of Wayne Technology Support Specialist

Some of the things that we might consider are:

1. Plan for the changeover from audio books on CD to all downloadable (a multi-year process)
2. Eliminate books on cassette from the collection
3. Standardize staff training
4. Some sort of messaging system in the library to run announcements, etc., that could also be switched to TV to broadcast council meetings (when that happens), and other important events
5. Continue Wayne Herald file conversion to make it accessible online
6. Address how to update software on children's computers
7. Continue expanding use of social media
8. Find a way to track wireless use
9. Move to 3 phone lines (Brian took care of that with a simple $100 device for our fax)
10. Improve promotion of available technology

11. Develop computer tutorials for new staff and also to use a staff refreshers
12. Investigate contacting patrons through email or text messaging
13. Investigate security system for library materials
14. Investigate computer lab scheduling/printing software
15. Redo web pages
16. Eliminate reference section and make titles available digitally

Discussion:

- LKL is very pleased that WPL had a $15,000 grant that paid for all improvements.
- Wayne Herald conversion should be done by the end of the year.
- LKL stated that we will need to decide what to include as a focus for the next three years. We might consider what would make the most efficient use of time and staff resource as a theme.
- Board needs to review and let LKL know if anything should be added.

Meeting adjourned at 6:00pm

Respectfully submitted,

Jenny Hammer, Secretary