

AGENDA  
CITY COUNCIL MEETING  
July 21, 2015

1. [Approval of Minutes – July 7, 2015](#)

2. [Approval of Claims](#)

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

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

3. [Action on Request to have a Fireworks Display on the maintenance access road at Wayne State College for “Family Day” on September 19, 2015 — Christy Ficke, Wayne State College Representative](#)

4. [Public Hearing: Redevelopment Plan Amendment for Jorgensen Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska; Part of Lots 3 & 4, & that part of vacated 7<sup>th</sup> Avenue lying north and adjacent to Lots 3 & 4, McCright’s First Subdivision to the City of Wayne, Wayne County, Nebraska; Nebraska Highway 35 ROW between the west side of Tomar Drive and the west side of Thorman Street; and Tomar Drive between the south side of Nebraska Highway 35 ROW to the south line of Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska. \(Advertised Time: 5:30 p.m.\)](#)

**Background:** This project was originally approved for a \$210,000 TIF incentive. Construction of the project was delayed for a year. Mike Bacon, special legal counsel, has requested that the Plan be updated before issuing the TIF Bond. The changes include:

- 1) Revising the completion date;
- 2) Changing the method of bond fund dispersal to reimbursement of invoices for eligible TIF project costs; and
- 3) Increasing the amount of the TIF bonds to \$230,000 to capture the increase in valuations of commercial property to offset the loss of the first year of the fourteen years of collection of property taxes. The years cannot be amended because we had established the date of the Notice of Separation of the new building taxes and the land taxes in 2014 when the TIF was originally approved.

5. [Resolution 2015-73: Consideration and Adoption of the Mayor and Council of the City of Wayne, Nebraska, approving Redevelopment Plan Amendment and Related Matters](#)

**Recommendation:** The recommendation of the Community Redevelopment Authority is to amend the Plan as advised by our special legal counsel.

6. **Public Hearing:** Application to Apply for Community Development Block Grant (CDBG) Comprehensive Investment and Stabilization (CIS) Phase II, Year Two Funds - \$130,000, of which \$31,500 will be for clearance/demolition of 5 structures, \$75,000 for single-family owner-occupied rehabilitation of 3 houses, \$6,000 for housing management, \$4,500 for risk assessment/testing, and \$13,000 for general administration of the grant. (Advertised Time: 5:30 p.m.)

**Background:** This application is for the second of three years of eligibility for the City of Wayne to tap into neighborhood redevelopment grant funds through the Nebraska Department of Economic Development. Last year, we were awarded \$200,000 and are using those funds to pay for the tornado shelter/public restrooms in East Park. We have to match these CIS grant funds \$1/\$1 with city funds on street or utility system improvements in the same neighborhood. We already have these street and utility improvement projects planned.

7. **Resolution 2015-74: Authorizing Chief Elected Official to Sign an Application for CDBG Funds**

8. **Public Hearing:** To Consider the Planning Commission's Recommendation in regard to amending the Wayne Municipal Code, Chapter 90 Zoning, Sec. 90-703 Accessory Uses to amend (f) regarding exterior covering of a residential district and to add (i) prohibiting storage containers. The applicant is the City of Wayne.

**Background:** We are receiving questions from residents about buying 20 and 40 foot shipping containers to set in residential backyards to use for storage sheds. Our code does not prohibit that. We, as staff, asked the Planning Commission to determine if they want to limit or prohibit these in residential neighborhoods and to determine if they want to require accessory buildings to have some similarity in color and type with the homes they are built for. The details are in the packet.

9. **Ordinance 2015-40: Amending the Wayne Municipal Code, Sec. 90-703 Accessory Uses to amend (f) regarding exterior covering of a residential district and to add (i) prohibiting storage containers**

**Recommendation:** The recommendation of the Planning Commission is to allow shipping containers to be used on a temporary basis, but not as permanent storage buildings on residential lots. The Planning Commission recommendation is also to not control the color or type of accessory buildings.

10. **Ordinance 2015-36: Amending Wayne Municipal Code Section 78-96 Location Reserved for Handicapped Parking (Adding handicapped parking stall at 115 W. Third Street) – Request of Connie Hassler, Back in Touch (Second Reading)**
11. **Resolution 2015-75: Approving Preliminary Engineering Services Agreement Supplement No. 5 between the City of Wayne and Olsson Associates, Inc., for additional design to move portions of the trail from the street and reconstruct the sidewalks to 8' in width — Wayne Trail Phase II Project**

**Background:** Another recent change in the Phase II Trail design requirements originally approved by NDOR in 2004 is to:

- 1) Prohibit all on-street parking all the time on Westwood Road and Sherman Street from Westwood Road north to the city limits; or
- 2) Widen the sidewalks on the south terrace of Westwood Road and the east terrace of Sherman Street to serve as the trail access.

Option one is now required because Federal Highway Administration requires additional lanes for an on-street trail. This requirement can only be met by widening the street into the terraces or keeping the existing width and prohibiting all parking. Option two requires additional engineering design and construction cost. NDOR is committed to paying 80% of these costs.

**Recommendation:** At this time, we have no design plans to look at. However, our recommendation is to not prohibit all future on-street parking on Westwood Road and the north segment of Sherman Street.

12. [Resolution 2015-76: Accepting Bid and Awarding Contract on the request for Proposals to Raze Three Mobile Homes to Milo Meyer Construction](#)

**Background:** The bid results are attached. This will be paid using 2014 CIS grant funds.

**Recommendation:** The recommendation is to accept the total of the lowest bids for the individual units and award the contract to Milo Meyer Construction.

13. [Resolution 2015-77: Approving Engagement Letter with Charlesworth & Associates, L.C., for Risk Management Consulting Services for Property/Liability Insurance Marking](#)

**Background:** In the past, it has seemed that the insurance market for cities in Nebraska the size of Wayne with a power plant has been limited to EMC (our current carrier), Cornhusker Casualty and the League of Municipalities Association of Risk Management. We have relied on Northeast Nebraska Insurance Agency, the local agent for EMC, to shop the market, and our coverage has proven very good, as shown in the coverage of our losses by the 2013 tornado.

This agreement would retain Charlesworth & Associates to conduct a formal bidding process for our 2016 coverage at a cost of \$9,750 to find if there are any other potential insurers out there. We have not done a formal bidding process since before 2000. Our annual cost for Property/Liability coverage is about \$308,000.

14. [Resolution 2015-78: Amending Schedule of Fees and Charges \(Increasing "Kids After School Program"\)](#)
15. [Action on Application and Certificate of Payment to OCC Builders, LLC, in the amount of \\$42,794 for the "2015 Wayne Storm Shelter Project"](#)

**Background:** This is for work done in accordance with the contract and approved by the project engineer.

16. [Discussion regarding the purchase of Steve and Maryz Rames property for sewer relocation in Vintage Hills Subdivision](#)

**Background:** The Rames' are purchasing Lots 1 and 2 of Vintage Hills III to combine into one lot and build a home. Lot 1 abuts the north side of Dr. McCorkindale's residential lot. Through our own error, we built a storm sewer through Lot 2 before Vintage Hills III was built. The developer of Lots 1 and 2 agreed to allow the sewer to be left across Lot 2 until it was sold, and now it is our cost to relocate.

The shortest and best route is to relocate the sewer line to cross in the south 40 feet of Lot 1. The owner doesn't want to provide a sewer easement, but will sell that strip. I am negotiating a purchase agreement with the Rames' to purchase the 40 foot strip, but need to consult with the Mayor and Council regarding an amount to offer.

17. [Action on request to divert water from the City's wastewater discharge flows to Logan Creek during June and July to sub-irrigate the cropland immediately east of the Summer Sports Complex — Bill Kranz, Extension Irrigation Specialist](#)

**Background:** Bill Kranz is an engineer with the University of Nebraska at Lincoln. They are working on a next generation demonstration field crop irrigation water conservation project and have requested to be allowed to divert some of the treated discharge water from our wastewater treatment plant to be used for the demonstration project. There would be no cost to the city in the proposal.

18. [Action to Consider amending the City's Group Health Care Plan to end health insurance benefits for employees and spouses who attain the age of 65 and who are eligible for Medicare Benefits](#)

**Background:** Our current group health plan with BC/BS of Nebraska calculates the premium for a married couple over 65 at about \$1200 per month. The comparable monthly cost for the same couple on Medicare with one spouse employed by the City is about \$500, including the cost of Medicare premium, Medicare Supplement and Pharmaceutical Supplement premiums. It appears that could be a savings of about \$700 per month per couple eligible for Medicare if the City required employees and spouses over 65 to switch to Medicare or offered the option to switch and reimbursed those employees for the lower cost coverage. Any reimbursement would be taxable to the employee, so to make the employee cost comparable for someone in a 25% income tax bracket, we would need to make the reimbursement 130% (including 5% state income tax) of \$500 or \$650 per month; still well below the current \$1,200 charged to the City by BC/BS.

**Recommendation:** At this time, we are informed by AARP that an employer offering a group health plan can't require full-time employees to switch to Medicare. Till we confirm, that my recommendation, as City Administrator, is to offer the employees the option to switch and pay the \$650 or 130% of actual Medicare costs, outside the group health plan as an annually negotiated employment benefit.

19. [Appointment of Mark Evetovich, Mark Hammer, BJ Woehler, Dr. Will Wiseman, Charles Shapiro, Joe Blankenau and Connie Hall to the Trail Advisory Committee](#)
20. [Appointment of Chele Meisenbach to the Library Board](#)

21. Action to Set Budget Work Sessions – August 4<sup>th</sup> Council Meeting

22. Adjourn

APPROVED AS TO FORM AND CONTENT:

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Mayor

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City Administrator

**MINUTES  
CITY COUNCIL MEETING  
July 7, 2015**

The Wayne City Council met in regular session at City Hall on Tuesday, July 7, 2015, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Nick Muir.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 25, 2015, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Sievers made a motion, which was seconded by Councilmember Giese, whereas, the Clerk has prepared copies of the Minutes of the meeting of June 16, 2015, 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 Muir 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:** AMAZON.COM, SU, 706.38; AMERITAS, SE, 2323.96; AMY K. MILLER, SE, 5416.67; APPEARA, SE, 109.77; ARNIE'S FORD-MERCURY, SE, 549.49; AS CENTRAL SERVICES, SE, 448.00; BEEHIVE INDUSTRIES, FE, 3600.00; CITY EMPLOYEE, RE, 53.28; BENSCOTER INC, SE, 1630.00; BIG T ENTERPRISES, SU, 163.80; BLACK HILLS, SE, 388.13; BLUE CROSS BLUE SHIELD, SE, 30012.00; BOMGAARS, SU, 2183.50; CITY EMPLOYEE, RE, 462.42; BROWN SUPPLY, SU, 27.16; BSN SPORTS, SU, 163.42; CARHART LUMBER, SU, 1536.10; CENTURYLINK, SE, 413.99; CHARGEPOINT, SE, 280.00; CITIZENS STATE BANK, RE, 9856.75; CITY OF WAYNE, RE, 850.00; CITY OF WAYNE, RE, 1000.00; CITY OF WAYNE, RE, 500.00; CITY OF WAYNE, PY, 75219.99; CITY OF WAYNE, RE, 145.00; CITY OF WAYNE, RE, 288.00; CITY OF WAYNE, RE, 1091.57; CLEAN TO A T, SE, 440.00; COLONIAL RESEARCH, SU, 112.06; COMMUNITY HEALTH, RE, 4.00; COMVERGE, INC, SE, 1239.13; CONSOLIDATED MANAGEMENT, SE, 13.75; CORNHUSKER INTERNATIONAL, SE, 145.00; COUNTRY NURSERY, SE, 247.00; CITY OF WAYNE, SU, 34.39; DAN KRUSE, RE, 18.82; DARYL LINDSAY, RE, 500.00; DE LAGE LANDEN FINANCIAL, SE, 77.00; DEARBORN NATIONAL LIFE, SE,

1977.01; DEMCO, SU, 203.91; DIAMOND VOGAL, SU, 38.49; DITCH WITCH, SE, 182.15; ECHO GROUP, SU, 387.21; CITY EMPLOYEE, RE, 828.01; ED. M FELD EQUIPMENT, SU, 672.10; FASTENAL, SU, 90.46; FIRST CONCORD GROUP, SE, 3203.64; FISHER NORTHWEST, SE, 3045.00; FOURTH GENERATION FAMILY, RE, 12975.70; GARY RUZICKA, RE, 50.00; GEMPLER'S, SU, 125.70; GEORGINA CASTANEDA, SE, 75.00; GERHOLD CONCRETE, SU, 7322.71; GILL HAULING, SE, 180.50; GIS WORKSHOP, FE, 4200.00; GLOVER PAINTING, SE, 405.00; GROSSENBURG IMPLEMENT, SU, 478.79; HAWKINS, SU, 1075.90; HD SUPPLY WATERWORKS, SU, 1554.85; HOLIDAY INN EXPRESS, SE, 166.00; HOLIDAY INN OF KEARNEY, SE, 415.00; HOMETOWN LEASING, SE, 152.88; HR SPECIALIST:EMPLOYMENT, SU, 199.00; HTM SALES, SE, 307.50; HUNTEL CABLEVISION, SE, 2579.42; ICMA, SE, 6453.00; IRS, TX, 26386.68; JACK'S UNIFORMS, SU, 8250.35; JEO CONSULTING GROUP, SE, 44376.75; KELLY SUPPLY, SU, 516.47; LANGEMEIER, WAYNE, SE, 150.00; LOUIS BENSCOTER, RE, 2344.12; MARCO, SE, 141.32; MATHESON TRI-GAS, SU, 335.12; CITY EMPLOYEE, RE, 207.10; MERCHANT JOB TRAINING, SU, 550.00; MICHAEL TODD & CO, SU, 799.88; MICHAEL FELDMAN, RE, 100.00; NNEDD, SE, 715.00; NAPA OF WAYNE, SU, 7.84; CITY EMPLOYEE, RE, 85.43; NE DEPT OF REVENUE, TX, 3616.44; NE LAW ENFORCEMENT, FE, 180.00; NE NEB INS AGENCY, SE, 76359.00; NE PUBLIC HEALTH, SE, 292.00; NE SAFETY COUNCIL, SE, 5.00; NMC EXCHANGE, SE, 4467.67; N.E. NE AMERICAN RED CROSS, RE, 39.24; NNPPD, SE, 4078.00; NORTHWEST ELECTRIC, SU, 280.49; NOVA HEALTH EQUIPMENT, SE, 477.85; OCC BUILDERS, SE, 45425.00; OLSSON ASSOCIATES, SE, 1412.49; ONE CALL CONCEPTS, SE, 102.60; OTTE CONSTRUCTION, SE, 3380.00; OVERHEAD DOOR COMPANY, SE, 190.25; PAC N SAVE, SE, 324.92; PIERSON PAINTING, SE, 280.00; RAE BROWN, RE, 3000.00; RESCO, SU, 89.25; SIOUXLAND TURF PRODUCTS, SU, 162.00; SIRSIDYNIX, SE, 3864.06; SHANE'S TOWING, SE, 235.40; STADIUM SPORTING GOODS, SU, 1468.50; STALP GRAVEL, SU, 1342.03; TOM'S BODY & PAINT, SE, 60.00; TYLER TECHNOLOGIES, SE, 200.00; UNITED WAY, RE, 14.00; US BANK, SU, 6171.69; VAN DIEST SUPPLY, SU, 42.50; VIAERO, SE, 322.12; VERIZON, SE, 99.30; WAED, SE, 7216.66; WAYNE AUTO PARTS, SU, 221.95; WAYNE HERALD, SU, 48.00; WESCO, SU, 979.79; WIGMAN COMPANY, SU, 32.60; ZACH HEATING & COOLING, SE, 98.00; ASP ENTERPRISES, SU, 862.27; BARONE SECURITY SYSTEMS, SE, 1080.00; CARHART LUMBER, SU, 902.98; CHARTWELLS, SE, 5743.58; COPY WRITE, SE, 448.91; JASON CAROLLO, SE, 140.00; KELLY SUPPLY, SU, 424.15; KTCH, SE, 873.00; LUTT OIL, SU, 5109.55; MIDWEST LABORATORIES, SE, 347.00; NE NEB INS AGENCY, SE, 169.00; PAC N SAVE, SU, 272.59; SPECIALTY RETAIL SHOPS, SU, 66.91; STATE NEBRASKA BANK, SE, 63.60; TAK, SE, 69.00; TYLER TECHNOLOGIES, SE, 596.25; WASTE CONNECTIONS, SE, 140.80; WAYNE AUTO PARTS, SU, 372.67; WAYNE COUNTY CLERK, SE, 56.00; WAYNE HERALD, SE, 555.00; WAYNE VETERINARY CLINIC, SE, 322.00; WESTERN OFFICE PRODUCTS, SU, 23.97; WISNER WEST, SU, 62.10; ZACH HEATING & COOLING, SU, 57.00

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

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

Jeffrey Soula, Urban Engineer with the Nebraska Department of Roads, updated the Council on the Phase II Trail progress. Council voiced concern and frustration over the progress over the trail, which was originally planned in 2004. The project has been postponed for several years. The revised plans will be submitted to NDOR, and once those are approved, they can begin to obtain new right-of-way easements from some of the property owners, or at least from those whose easements had an expiration date of 3 years, obtain appraisals, and negotiate with individual landowners, etc. He noted a best-case scenario is that construction could begin sometime in the summer of 2016.

City Clerk McGuire has received a Manager Application on behalf of Tina M. Krings in connection with Casey's General Store 2738 in Wayne. A background check was completed on Ms. Krings, and City Clerk McGuire and Police Chief Chinn could see no reason why said application should be denied and recommended approving the same.

Ms. Krings was present to answer questions.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, approving the Manager Application of Tina M. Krings in connection with Casey's General Store 2738, Wayne, NE. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2015-35, and moved for approval of the third and final reading thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-35

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE, CHAPTER III PARKING, SECTION 78-132 PROHIBITED PARKING, SOUTHWEST QUADRANT OF THE CITY; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Connie Hassler, owner of Back In Touch, made a request to move the handicapped parking stall that was in front of what is now her old business at 114 W. Third Street to in front of her new business (across the street) at 115 W. 3rd Street.

The proposed ordinance would add a handicapped parking stall in front of her new location, rather than move the one that was located in front of her old location.

Police Chief Chinn did not think this would be too many handicapped stalls on that street.

Jean Blomenkamp spoke in favor of the request.

Councilmember Sievers would rather move the stall to the other side of the street.

Councilmember Giese introduced Ordinance No. 2015-36, and moved for approval thereof; Councilmember Brodersen seconded.

ORDINANCE NO. 2015-36

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE III, SECTION 78-96 LOCATION RESERVED FOR HANDICAPPED PARKING OF THE WAYNE MUNICIPAL CODE; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Councilmember Giese requested a map showing where the nearest handicapped stalls are located, along with a count of the current parking stalls.

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

Phil Lorenzen, D.A. Davidson & Co., was present to review the ordinance authorizing the issuance of the swimming pool sales tax revenue bonds 2015. He reviewed several alternatives for funding. His recommendation would be to have a 20-year amortization with 10-year and 15-year balloon payments, which is a compromise schedule. The cash flow for that example finds that the City should be in the position of paying the bonds off somewhere in 2027 or 2028 without any complications. His view is why go long-term at a higher interest rate if you can go a shorter term and still be satisfied the cash flows are going to work. The City has the right to prepay bonds. In all likelihood, the City would not have to refinance, but if sales taxes do not meet the expectations, then the City would be in a position to go ahead and stretch the bonds out for a longer period of time.

He noted that when the bonds were issued for the Community Activity Center, they structured that issue in the same fashion. It was a 20-year payment schedule, with a 15-year balloon payment. That bond issue was paid off in about 12 years, but there was a full 1% of sales tax that went to that project.

Councilmember Sievers introduced Ordinance No. 2015-37, and moved for approval thereof; Councilmember Haase seconded.

#### ORDINANCE NO. 2015-37

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$2,900,000 PRINCIPAL AMOUNT OF SWIMMING POOL SALES TAX REVENUE BONDS, SERIES 2015, OF THE CITY FOR THE PURPOSE OF PAYING COSTS TO CONSTRUCT AND EQUIP AN OUTDOOR SWIMMING POOL AND RELATED IMPROVEMENTS; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, 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 Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, to move for final approval of Ordinance No. 2015-37. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

City Attorney Miller stated the following Ordinance comes as a recommendation from her office. Because she is no longer involved with the County Attorney's office, this amendment is needed in order for her to cite someone who does not appear in court on a city ordinance.

Councilmember Sievers introduced Ordinance No. 2015-38, and moved for approval thereof; Councilmember Haase seconded.

#### ORDINANCE NO. 2015-38

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE, CHAPTER 58 OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE I IN GENERAL, BY ADDING SECTION 58-1 FAILURE TO APPEAR; 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 Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, 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 Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, to move for final approval of Ordinance No. 2015-38. Mayor Chamberlain stated the motion, and

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

The following Resolution would authorize the sale of property in Opportunity Park Addition to the Community Redevelopment Authority. This is part of the land trade and replat of the Opportunity Park Addition. The Community Redevelopment Authority has already taken action to transfer ownership of an irregular parcel to the City.

Councilmember Sievers introduced Resolution No. 2015-68 and moved for its approval: Councilmember Haase seconded.

#### RESOLUTION NO. 2015-68

A RESOLUTION AUTHORIZING THE SALE OF A TRACT OF LAND LOCATED IN OPPORTUNITY PARK ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA.

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

The following Ordinance would direct the sale of property in Opportunity Park Addition to the Community Redevelopment Authority.

Councilmember Sievers introduced Ordinance No. 2015-39, and moved for approval thereof; Councilmember Haase seconded.

#### ORDINANCE NO. 2015-39

AN ORDINANCE DIRECTING THE SALE OF A TRACT OF LAND LOCATED IN OPPORTUNITY PARK ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, TO THE COMMUNITY REDEVELOPMENT AUTHORITY.

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

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, 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 Muir who was absent, the Mayor declared the motion carried.

Councilmember Sievers made a motion, which was seconded by Councilmember Greve, to move for final approval of Ordinance No. 2015-39. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

The following Resolution would amend the schedule of fees for the Community Activity Center as follows: Add a College Student membership fee for the summer months or summer semester of \$70, and change the rental fee of the youth center to \$20 per hour for a member and \$40 per hour for a non-member.

Councilmember Giese introduced Resolution No. 2015-69 and moved for its approval; Councilmember Greve seconded.

#### RESOLUTION NO. 2015-69

##### A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.

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

The following Resolution would approve the plans, specifications and estimate of cost for the "Main Street Water Improvement Project" and authorize the City Clerk to begin advertising for bids. The estimate of cost for said project is \$390,000.

Councilmember Giese introduced Resolution No. 2015-70 and moved for its approval; Councilmember Greve seconded.

#### RESOLUTION NO. 2015-70

##### A RESOLUTION REAFFIRMING THE PROJECT ENGINEER AND APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE "MAIN STREET WATER IMPROVEMENT PROJECT," AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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

Administrator Johnson stated the following Resolution was drafted by Northeast Nebraska Public Power District. It basically states that the City will pay its share of the legal and expert witness fees to the law firm of Baird Holm for its legal defense in the matter. Wayne's share will be \$35,000.

Councilmember Giese introduced Resolution No. 2015-71 and moved for its approval and placing a cap of \$35,000; Councilmember Sievers seconded.

#### RESOLUTION NO. 2015-71

A RESOLUTION TO FUND A PORTION OF POTENTIAL LITIGATION IN PARTNERSHIP WITH OTHER WHOLESALE CUSTOMERS OF NEBRASKA PUBLIC POWER DISTRICT (NPPD) THAT DESIRE TO CONTINUE WHOLESALE POWER PURCHASES FROM NPPD UNDER THE TERMS OF THE EXISTING GENERAL FIRM POWER SERVICE CONTRACT (GFPS).

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

The following Resolution would authorize the City Administrator to make a grant application to the Nebraska Environmental Trust Fund for the purchase of one electric vehicle and one natural gas vehicle. Staff is proposing to replace either the 1987 or 1991 pickup in the Public Works Department with another CNG pickup, and replace the 2000 Building Inspector's pickup with an electric plug-in car. There is a grant application fee of \$500.

Councilmember Sievers introduced Resolution No. 2015-72 and moved for its approval; Councilmember Giese seconded.

#### RESOLUTION NO. 2015-72

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO MAKE A GRANT APPLICATION TO THE NEBRASKA ENVIRONMENTAL TRUST FUND FOR THE PURCHASE OF BOTH AN ELECTRIC VEHICLE AND A NATURAL GAS VEHICLE.

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

Wes Blecke, Executive Director of Wayne Area Economic Development, was present requesting Council consideration to approving the "Letter Agreement" with WAED for the Wayne Business Park sign that was damaged in the October, 2013, tornado. Ownership of the sign had been assumed to belong to Wayne Industries; however they cannot find any proof of that. DV Fyre Tee owns the property upon which the sign is located. In the past, WAED has made upgrades to the sign. The sign had no insurance coverage. WAED or Business & Industry accepted about \$23,000 in a donation for tornado relief and it must be used to better the business community. It cannot be used for individual businesses that were damaged by the tornado.

A subcommittee has been working for almost a year on design, etc. of the sign. In addition, they have been working with the City's Electric Department on lighting possibilities. To further complicate matters, no agreement has been found with the landowner where the sign is located. The subcommittee hired a company to determine the ownership of the land, which is in the final stages. The new sign has been ordered at a cost of around \$20,000. The question is whether or not the City has any interest in owning the sign.

The request from WAED's business and industry committee and its sign subcommittee is as follows:

- The city owns the sign (already paid for by WAED) and insures it through its blanket policy.
- The City enters into an agreement with the landowner for lease of the property at no charge (survey and other additional legal work paid for by WAED).
- The City hardwires the electrical service for the lights (WAED is willing to pay for the service line, but requests the City to pay for the on-going electricity for the LED lighting.).
- The City may enter into an agreement with WAED for maintenance of the sign and its landscaping.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen approving the "Letter Agreement" with Wayne Area Economic Development for the Business Park Sign.

Councilmember Giese had concerns about replacing the sign at a cost of \$20,000.

BJ Woehler, who is on the sign committee, advised the Council that the committee had different ideas on what to do with the donation, but with the restrictions that the donor placed on the donation, this was what fit best.

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

Mayor Chamberlain requested Council consideration to the appointment of Jenny Hammer to the Library Board.

Councilmember Sievers made a motion, which was seconded by Councilmember Haase, approving the appointment of Jenny Hammer to the Library Board. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried.

Councilmember Haase made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Muir who was absent, the Mayor declared the motion carried and the meeting adjourned at 7:05 p.m.

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CLAIMS LISTING JULY 21, 2015

<a href="#">AMAZON.COM</a> , LLC	DVD'S/LACROSSE TECHNOLOGY	231.97
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,527.78
APPEARA	MAT SERVICE	166.42
ARCADIAN MARKSMANSHIP	RIFLE RANGE DUES	100.00
BAKER & TAYLOR BOOKS	BOOKS	295.48
CITY EMPLOYEE	HEALTH REIMBURSEMENT	65.10
BERENS-TATE CONSULTING	ARBITRAGE CALCULATIONS	1,500.00
BROWN TRAFFIC PRODUCTS	TRAFFIC SIGNAL PUSH BUTTON	79.00
BSN SPORTS, INC	SCOREBOARD MANUALS	184.08
CITY OF NORFOLK	SNARE MATCH	1,500.00
CITY OF WAYNE	AUDITORIUM DEPOSIT REFUND	50.00
CITY OF WAYNE	BUILDING PERMIT DEPOSIT REFUND	450.00
CITY OF WAYNE	FIREHALL DEPOSIT REFUND	150.00
CITY OF WAYNE	PAYROLL	74,283.34
CITY OF WAYNE	SWIM LESSON REFUND	35.00
CITY OF WAYNE	UTILITY REFUNDS	1,718.38
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	4.00
COPY WRITE PUBLISHING	ENVELOPES	76.35
CROUCH RECREATIONAL DESIGN	PLAYGROUND EQUIPMENT	37,170.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4,182.02
DEARBORN NATIONAL LIFE	DISABILITY/LIFE INSURANCE	1,902.13
EASYPERMIT POSTAGE	POSTAGE	864.19
CITY EMPLOYEE	HEALTH REIMBURSEMENT	333.26
EMPLOYERS MUTUAL CASUALTY	WORK COMP	1,000.00
FLOOR MAINTENANCE	DISINFECTANT	34.56
FREDRICKSON OIL CO	2 TIRES	215.00
GALE GROUP	BOOKS	147.49
GERHOLD CONCRETE CO INC.	GRID MARKERS	18.14
GLEN'S AUTO BODY	DOOR HANDLE	123.81
GROSSENBURG IMPLEMENT INC	CHAIN/HOSE FITTING/OIL FILTER	44.24
GUARANTEE OIL CO INC	PUMP	185.95
HAUFF MID-AMERICAN SPORTS	FIELD MARKING PAINT/PITCHER PLATE	276.40
HAWKINS, INC	POOL CHEMICALS/FLUORIDE FOR WELLS	1,840.88
HD SUPPLY WATERWORKS, LTD	WATER METER HOUSING	2,671.20
HOMETOWN LEASING	CITY HALL/CAC COPIER LEASES	339.35
ICMA RETIREMENT	ICMA RETIREMENT	6,448.80
INGRAM BOOK COMPANY	BOOKS	23.01
IRS	FEDERAL WITHHOLDING	26,301.82
ITRON	MAINTENANCE 8/15-7/16	3,486.58
JEO CONSULTING GROUP	HILLSIDE DRIVE	40.00
JOHN'S WELDING AND TOOL	ALUMINUM SIGN POSTS	41.40
CITY EMPLOYEE	HEALTH REIMBURSEMENT	1,583.54
JWC ENVIRONMENTAL	BEARING ON DRUM SCREEN	4,246.41
KELLY SUPPLY COMPANY	ELECTRIC VALVE	1,187.22
KRIZ-DAVIS COMPANY	BRACKET/JACKET SEAL ELBOWS	1,015.97

CITY EMPLOYEE	HEALTH REIMBURSEMENT	2,497.49
LEAGUE OF NEBRASKA	FINANCE CONFERENCE REGISTRATIONS	1,236.00
MES-MIDAM	BATTERIES	63.36
MILLER LAW TRUST	TITLE INSURANCE	50.00
MUNICIPAL SUPPLY INC	WATER METER	113.24
CITY EMPLOYEE	HEALTH REIMBURSEMENT	305.13
VIAERO	CELL PHONES	205.26
NE CRIME COMMISSION	CRIMINAL JUSTICE DIRECTORY	16.00
NE DEPT OF REVENUE	STATE WITHHOLDING	3,635.90
NE POWER REVIEW BOARD	POWER ASSESSMENT	823.39
NE SAFETY COUNCIL	SHIPPING ON SAFETY VIDEOS	146.95
NEBR PUBLIC POWER DIST	ELECTRICITY	340,851.09
NEBRASKA COMMUNITY FOUND.	REBUILD HANK CASH	1,308.00
<a href="#">NE</a> COMM ENERGY ALLIANCE	APPLICATION FEE	500.00
O'REILLY AUTOMOTIVE STORE	FLOOR MATS/MUD FLAPS	55.35
OLSSON ASSOCIATES	AIRPORT PUMP STATION/VINTAGE HILL	6,577.22
PENGUIN RANDOM HOUSE LLC	AUDIO BOOK	24.00
QUALITY 1 GRAPHICS	ALUMINUM SIGNS	575.00
RECYCLE ACROSS AMERICA	LABELS	155.00
REPCO MARKETING INC	SIMULATOR SOLUTION	42.75
S & S WILLERS, INC.	FILL SAND	289.10
SIEVERS, SHARLENE	EMT TRAINING	1,166.05
SPARKLING KLEAN	JANITORIAL SERVICES	3,175.79
STADIUM SPORTING GOODS	SHIRTS/EMBROIDERY	90.00
STATE NEBRASKA BANK	CAC/LIBRARY PETTY CASH	305.75
TOM'S BODY & PAINT SHOP	HANDIVAN ADDITIONAL LABOR REPAIRS	120.00
VAKOC BUILDER'S RESOURCE	BRESSLER & SHELTER HOUSE SIDING	2,012.07
WASTECAP NEBRASKA	MEMBERSHIP DUES	250.00
WAYNE COUNTY COURT	BOND	294.00
WAYNE GROCERY LLC	COFFEE/BATTERIES	20.76
WAYNE HERALD	ADS AND NOTICES	1,599.17
WESTERN AREA POWER ADMIN	ELECTRICITY	26,635.99
GRAND TOTAL		520,648.49

**CITY OF WAYNE  
INTEROFFICE MEMORANDUM**

**DATE:** July 7, 2015  
**TO:** Mayor Chamberlain  
Wayne City Council  
**FROM:** Wayne Planning Commission  
Joel Hansen, Staff Liaison



At their meeting held on July 6, 2015 the Wayne Planning Commission made a recommendation on the following public hearing and discussion items; the result of those recommendations is as follows:

**Public Hearing: Amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-703 Accessory Uses to Amend (t) regarding exterior covering of a Residential District and to add (i) prohibiting storage containers**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Sorenson to approve and forward a recommendation of approval to the City Council amending the Wayne Municipal Code, Chapter 90 Zoning, Section 90-703 Accessory Uses to add (i) prohibiting storage containers, with the findings of fact being consistency with the Comprehensive Plan and staff's recommendation. Chair Meleha stated the motion and second. All were in favor, motion carried to approve.

**Discussion and Recommendation: Scope of Work for the Wayne Comprehensive Plan. Hanna:Keelan**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Carstens and seconded by Commissioner Sweetland to approve and forward a recommendation of approval to the City Council accepting the scope of work as presented by Hanna:Keelan, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve

**Discussion and Recommendation: Amended Redevelopment Plan for the Jug Store. LLC**

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sweetland and seconded by Commissioner Carstens to approve and forward a recommendation of approval to the City Council for the Amended Redevelopment Plan for the area referenced to as the Jug Store, LLC, with the findings of fact being as stated in Resolution No. 2015-02. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

JJH:cb  
Attachment

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WAYNE PLANNING COMMISSION

RESOLUTION NO. 2015-02

A RESOLUTION OF THE WAYNE PLANNING COMMISSION  
RECOMMENDING APPROVAL OF THE AMENDED REDEVELOPMENT  
PLAN FOR THE JUG STORE, LLC

WHEREAS, pursuant to and in furtherance of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"), a Redevelopment Contract containing a Redevelopment Plan (the "Redevelopment Plan"), has been prepared and submitted to the Planning Commission on behalf of the Community Development Agency (the "Agency") of the City of Wayne, Nebraska, in the form attached hereto as Exhibit A; and

WHEREAS, the City has previously adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City within the meaning of Section 18-2110 of the Act; and

WHEREAS, this commission has reviewed the amended Redevelopment Plan as to its conformity with the general plan for the development of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE WAYNE PLANNING COMMISSION AS FOLLOWS:

Section 1. The Commission hereby recommends approval of the amended Redevelopment Plan with such changes and revisions as are deemed appropriate by the Agency.

Section 2. All prior resolutions of the Commission in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

Passed and Approved this 6th day of July, 2015

WAYNE PLANNING COMMISSION

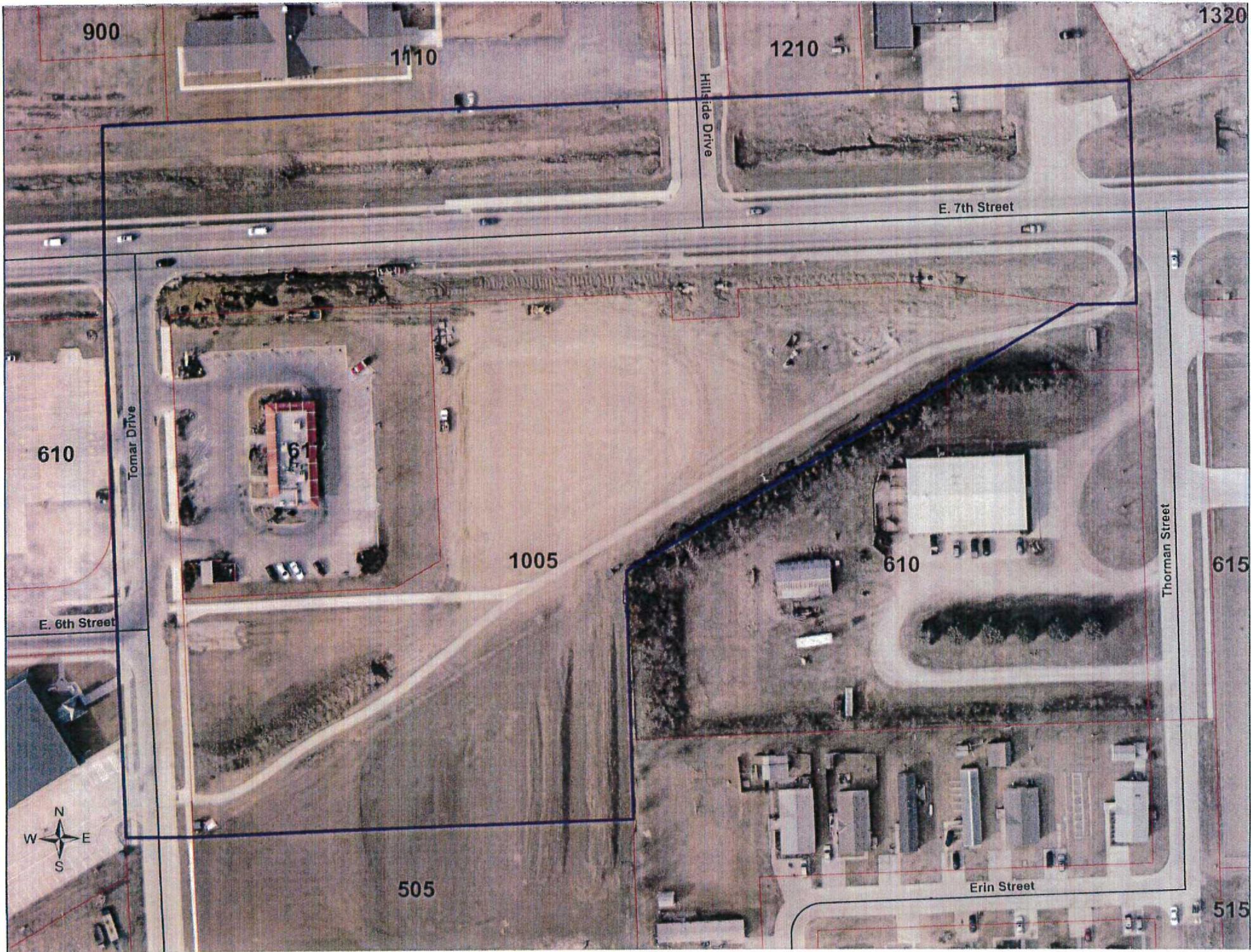
By: \_\_\_\_\_

Chair

ATTEST:

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

Recording Secretary



900

1110

1210

1320

Hillside Drive

E. 7th Street

610

Tomar Drive

610

1005

610

Thorman Street

615

E. 6th Street



505

Erin Street

515

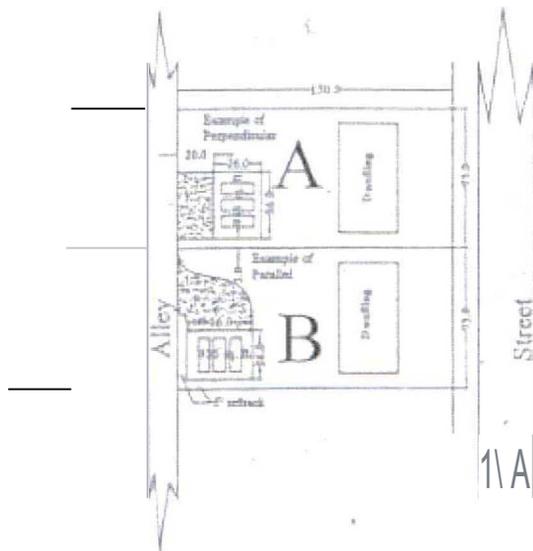
**Sec. 90-703. Accessory uses**

(a) Use for dwelling. Accessory buildings shall not be used for dwelling purposes unless specifically permitted.

(b) Yard requirements for accessory buildings.

1. Side yard. Side yard requirements are the same as the district in which the accessory use is located, except an accessory building may be located in the side yard as close as three feet to the property line providing it is located between the rear building line of the principal building and the rear property line.
2. Front yard. No accessory building shall be located between the front building line of the principal building and the front property line.
3. Rear yard. Unless specifically permitted, no accessory building in a rear yard shall be located closer than three feet from the rear property line or within ten feet of any other building on adjacent properties; and no accessory building shall be located within any easement or right-of-way along the rear property line.

(c) Vehicle access. Unless otherwise specifically permitted, any accessory building requiring vehicle access perpendicular to the alley, shall be located a minimum of twenty feet from the rear property line/alley.



(d) Attached accessory use. Any accessory structure attached to the principal building shall be considered as a part of the principal building and shall meet the same requirements as specified for the principal building in the district,

(e) Unattached accessory use. Any unattached accessory building(s) in combination with the principal or primary structure, in any R designated zoning district, shall not exceed a combined area greater than 50% of the lot area, provided the combined total area of all unattached accessory structures shall not exceed 1064 square feet or 7 percent of the lot area up to 3,000 square feet, whichever is greater.

(f) The exterior siding or covering of unattached accessory structures located in an R zoning district shall be painted or be of such material or siding as the principal or primary structure.

(g) Structural projections: Structural projections, including roofs which cover porches and chimneys and flues, buttresses eaves, overhangs, cantilever, open-unenclosed steps or stoops shall not extend more than three feet into any side, front, or rear yard. Any porches enclosed with screens, windows, permanent construction, or porches extending greater than three feet into the side, rear, or front yard shall be considered as a part of the principal structure and meet the requirements of the principal structure.

(h) Fire hazardous accessory use. No accessory use shall be located within five feet of a residential dwelling that creates a fire hazard or would subject the residential structure to a potential fire, such as a detached fireplace, barbecue ovens, flammable liquid storage, etc.

(i) Storage containers shall not be allowed as accessory structures but are allowed as temporary structures under 90-707.

(Ord. No. 93-11, § 1003, 9-28-1993; Ord. No. 2004-15, §, 12-14-2004; Ord. No. 2010-14, §, 7-12-2010)

**RESOLUTION NO. 2015-73**

**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 Redevelopment Authority (the "**Authority**") as successor to the Community Development Community Agency of the City of Wayne, Nebraska 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 B**; 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 Authority and Planning Commission 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 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska; Part of Lots 3 & 4, & that part of vacated 7th Avenue lying north and adjacent to Lots 3 & 4, McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska; Nebraska Highway 35 ROW between the west side of Tomar Drive and the west side of Thorman Street; and Tomar Drive between the south side of Nebraska Highway 35 ROW to the south line of Lot 1, Jorgensen Subdivision to 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 provided in the amended redevelopment contract with the Redeveloper. Said taxes shall be divided as follows:

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

(b) That proportion of the ad valorem tax on real property in the Project Area in excess of such amount (the Redevelopment Project Valuation), if any, shall be allocated to, is pledged to, and, when collected, 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 (The Jug Store, LLC, 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 <sup>21<sup>st</sup></sup> day of July, 2015.

ATTEST:

CITY OF WAYNE, NEBRASKA

By:

Clerk

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

Mayor

## EXHIBIT A

### LEGAL DESCRIPTION OF BLIGHTED AND SUBSTANDARD AREA

Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska; Part of Lots 3 & 4, & that part of vacated 7th Avenue lying north and adjacent to Lots 3 & 4, McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska; Nebraska Highway 35 ROW between the west side of Tomar Drive and the west side of Thorman Street; and Tomar Drive between the south side of Nebraska Highway 35 ROW to the south line of Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska.

**EXHIBIT B**

(Attach Redevelopment Contract Amendment)

## **REDEVELOPMENT CONTRACT**

This Redevelopment Contract is made and entered into as of the \_\_\_\_\_ day of July, 2015, by and between the Community Redevelopment Authority of the City of Wayne, Nebraska ("Authority"), and The Jug Store, LLC, a Nebraska limited liability company. ("Redeveloper").

WITNESSETH:

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

WHEREAS, Authority previously approved the Redevelopment Plan for the Jug Store Facility, and wish to amend said Redevelopment Plan; and

WHEREAS, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan amendment entitled "**THE JUG STORE REDEVELOPMENT PLAN AMENDMENT**" (the "Redevelopment Plan");

WHEREAS, Authority and Redeveloper desire **to** enter into this Redevelopment Contract in order to implement the Redevelopment Plan and provide for the redevelopment of lots and lands located in a blighted and substandard area;

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATION**

##### Section 1.01 Terms Defined in this Redevelopment Contract.

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

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

"Authority" means the Community Redevelopment Authority of the City of Wayne, Nebraska.

"City" means the City of Wayne, Nebraska.

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

"Holder(s)" means the registered owner or owners of Indebtedness issued by the Authority from time to time outstanding.

"Indebtedness" means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premium, if any, thereon, incurred by the Authority pursuant to the Resolution and Article III hereof to provide financing for a portion of the Project Costs and secured in whole or in part by TIF Revenues. The Indebtedness as initially issued by the Authority shall consist of the Authority's Tax Increment Development Revenue Bond (The Jug Store Project), Series 2015, to be issued in an amount not to exceed \$230,000 in substantially the form set forth on Exhibit C and purchased by the Redeveloper as set forth in Section 3.04 of this Redevelopment Contract.

"Liquidated Damages Amount" means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

"Project" means the improvements to the Redevelopment Project Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Project Property and additions and improvements thereto.

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has become legally obligated for, or has paid the Project Costs identified on Exhibit D.

"Project Costs" means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103(12)(a) through (f), inclusive, including the providing for such costs by the exercise of the powers set forth in §18-2107(4) of the Act, all as identified on Exhibit D. Project Costs shall include, but not be limited to site acquisition costs, demolition and rehabilitation expenditures, all improvements related to Project public infrastructure costs, site preparation costs, utility extensions and costs of the Authority for legal and plan preparation, all as described in Section 3.04 of this Redevelopment Contract.

"Redeveloper" means The Jug Store, LLC, a Nebraska limited liability company.

"Redevelopment Project Area" means that certain real property situated in the City of Wayne, Wayne County, Nebraska which has been declared blighted and substandard by the City

pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference. All such legal descriptions are subject to change based upon any re-platting requested by the Redeveloper and approved by the City.

"Redevelopment Project Property" means all of the Redevelopment Project Area which is the site for the improvements constituting the Project, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

"Redevelopment Contract" means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

"Redevelopment Plan" means the Redevelopment Plan Amendment (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit B, prepared by the Authority, approved by the City and adopted by the Authority pursuant to the Act.

"Resolution" means the Resolution of the Authority authorizing the issuance of the Indebtedness, as supplemented from time to time, and also approving this Redevelopment Contract.

"TIP Revenues" means incremental ad valorem taxes generated on the Redevelopment Project Property by the Project which are to be allocated to and paid to the Authority pursuant to the Act.

#### Section 1.02 Construction and Interpretation.

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

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

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

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

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

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

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

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

## ARTICLE II

### FINDINGS AND REPRESENTATIONS

#### Section 2.01 Findings of Authority.

The Authority makes the following findings:

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

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

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

(d) The Redevelopment Project is expected to achieve the public purposes of the Act by among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Project Area and other purposes set forth in the Act.

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

(2) Based on representations made by the Redeveloper and information provided to the Authority:

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

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

(f) The Authority has determined that the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and

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

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

#### Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract. Prior to the execution and delivery of this Redevelopment Contract, the Redeveloper has delivered to the Authority a certificate of good standing, a certified copy of the Redeveloper's by-laws and a certified copy of the resolution or resolutions authorizing the execution and delivery of this Redevelopment Contract.

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

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or in any other matter materially affecting the ability to Redeveloper to perform its obligations hereunder.

(d) The Project would not be economically feasible without the use of tax increment financing.

(e) The Project would not occur in the Redevelopment Project Area without the use of tax-increment financing.

### **ARTICLE III**

#### **OBLIGATIONS OF THE AUTHORITY**

##### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date (the "Effective Date"), as described in Section 18-2147 (1) of the Act, which Effective Date shall be the January 1, 2015. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on the real estate located in the Redevelopment Project Area 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) of the Redevelopment Project Area 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 Authority (designated in the Resolution as the "Bond Fund") to pay the principal of, the interest on, and any premium due in connection with the Indebtedness. When such Indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Phase shall be paid into the funds of the respective public bodies.

##### Section 3.02 Issuance of Indebtedness

The Authority shall authorize the issuance of the Indebtedness in the form and stated principal amount and bearing interest and being subject to such terms and conditions as are specified in the Resolution and this Redevelopment Contract; provided, at all times the maximum amount of the Indebtedness shall be limited to the lesser of (i) the stated face amount of the Indebtedness, or (ii) the sum of all Project Costs incurred by the Redeveloper as set forth on Exhibit D. No Indebtedness will be issued until Redeveloper has acquired fee title to the Redevelopment Project Property and become obligated for construction of the additions and improvements forming a part of the Project as described in the Plan.

Prior to December 15, 2015, the Authority shall issue one Tax Increment Development Revenue Bond, in one taxable series, in a maximum principal amount of two hundred thirty thousand and no/100 Dollars (\$230,000), in substantially the form shown on the attached Exhibit C ("TIF Bond"), for net funds available to be purchased by Redeveloper ("TIF Bond Purchaser"),

in a written form acceptable to Authority's attorney, and receive Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the Authority, the Authority shall make a grant to Redeveloper in such amount, and such grant shall offset TIF Bond Purchaser's obligation to purchase the TIF Bond. Subject to the terms of this Agreement and the Resolution, the Authority's Treasurer on behalf of the Authority shall have the Authority to determine the timing of issuing the Indebtedness and all the other necessary details of the Indebtedness.

The Redeveloper agrees to purchase the Indebtedness at a price equal to the principal amount thereof, in a private placement satisfactory to the Authority as to its terms and participants (including any pledgee thereof). Neither the Authority nor the City shall have any obligation to provide for the sale of the Indebtedness. It is the sole responsibility of the Redeveloper to effect the sale of the Indebtedness by purchasing the Indebtedness in accordance with the terms of this Redevelopment Contract and the Resolution. Redeveloper acknowledges that it is its understanding and the Authority's understanding that interest on the Indebtedness will be includable in gross income for federal income tax purposes and subject to Nebraska State income taxation.

#### Section 3.03 Pledge of Revenues.

Under the terms of the Resolution, the Authority pledges 100% of the available annual TIF Revenues derived from the Redevelopment Project Property as security for and to provide payment of the Indebtedness as the same fall due (including payment of any mandatory redemption amounts set for the Indebtedness in accordance with the terms of the Resolution).

#### Section 3.04 Purchase and Pledge of Indebtedness/Grant of Net Proceeds of Indebtedness.

The Redeveloper has agreed to purchase the Indebtedness from the Authority for a price equal to the principal amount thereof, payable as provided in Section 3.02 and this Section 3.04. The Redevelopment Plan provides for the Redeveloper to receive a grant under this Redevelopment Contract. In accordance with the terms of the Redevelopment Plan the Redeveloper is to receive a grant sufficient to pay the costs of site acquisition, demolition and rehabilitation expenditures, all improvements related to Project public infrastructure costs, site preparation costs, utility extensions and costs of the Authority for legal and plan preparation including those items described on Exhibit D (the "Project Costs"), in the aggregate maximum amount not to exceed \$230,000. Notwithstanding the foregoing, the aggregate amount of the Indebtedness and the grant shall not exceed the amount of Project Costs as certified pursuant to Section 4.02 of this Redevelopment Contract. Such grant shall be made to the Redeveloper upon certification of Project Costs as set forth herein and in the Resolution, and payment purchase of the Indebtedness as provided in Section 3.02, unless Redeveloper elects to offset the payment of the purchase of the Indebtedness with the grant proceeds as provided herein and in the Resolution. The Authority shall have no obligation to provide grant funds from any source other than as set forth in the Resolution and this Redevelopment Contract.

### Section 3.05 Creation of Funds.

In the Resolution, the Authority has provided for the creation of the following funds and accounts which funds shall be held by the Authority separate and apart from all other funds and moneys of the Authority and the City:

(a) a special trust fund called the "The Jug Store Redevelopment Project Bond Fund" (the "Bond Fund"). All of the TIF Revenues shall be deposited into the Bond Fund. The TIF Revenues accumulated in the Bond Fund shall be used and applied on the Business Day prior to each Interest Payment Date (i) to make any payments to the City or the Authority as may be required under the Redevelopment Contract and (ii) to pay principal of or interest on the Bond to the extent of any money then remaining the Bond Fund on such Interest Payment Date. Money in the Bond Fund shall be used solely for the purposes described herein and in the Resolution. All Revenues received through and including December 31, 2029 shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the "The Jug Store Redevelopment Project Fund" (the "Project Fund") The Authority shall disburse any money on deposit in the Project Fund from time to time to pay or as reimbursement for payment made for the Project Costs in each case within 5 Business Days after completion of the steps set forth herein and in the Resolution. If a sufficient amount to pay a properly completed Disbursement Request (as defined in Section 4.02) is not in the Project Fund at the time of the receipt by the Authority of such request, the Authority shall notify the owner of the Bond and such owner may deposit an amount sufficient to pay such request with the Authority for such payment. As set forth in the Resolution, if the Redeveloper is the owner of the Bond and the Redeveloper so elects, the Authority shall make a grant to Redeveloper in the amount of an approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Bond.

## ARTICLE IV

### OBLIGATIONS OF REDEVELOPER

#### Section 4.01 Construction of Project; Bond; Insurance.

(a) Redeveloper will acquire the Project, demolish and rehabilitate structures on the site, prepare the site for redevelopment, install all required utilities and improvements in the public right-of-way in accordance with the plans and specifications provided to the Authority. Redeveloper will coordinate with the City for the City's design and construction required for the installation of all public infrastructure improvements and right-of-way improvements. The Redeveloper shall provide and pay for infrastructure installation.

Redeveloper shall pay for the costs of site acquisition, site preparation, demolition and rehabilitation, utility extension, public infrastructure and costs of the Authority as set forth on Exhibit D, from the grant provided in Section 3.04 hereof. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until

construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Such reports shall include actual expenditures incurred as described on Exhibit D.

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

(c) Notwithstanding any provision herein to the contrary, in the event Redeveloper has not acquired fee simple title to the Redevelopment Project Area on or before December 1, 2015, this Redevelopment Contract shall be null and void and of no force or effect effective as of the date of execution hereof, and neither party shall have any liability or obligation to the other party with respect hereto.

(d) The Redeveloper shall provide a payment and performance bond from a bond company doing business in the state of Nebraska in the total amount of all Redevelopment Project Costs or such other amount as shall be approved by the Authority. The City and Authority shall be named as beneficiaries under such bond.

#### Section 4.02 Cost Certification & Disbursement of Bond Proceeds.

Proceeds of the Bond may be advanced and disbursed in the manner set forth below:

(a) There shall be submitted to the Authority a grant disbursement request (the "Disbursement Request"), executed by the City Manager and an authorized representative of the Redeveloper, (i) certifying that a portion of the Project has been substantially completed and (ii) certifying the actual costs incurred by the Redeveloper in the completion of such portion of the Project.

(b) If the costs requested for reimbursement under the Disbursement Request are currently reimbursable under Exhibit D of this Redevelopment Contract and the Community Redevelopment Law, the Authority shall evidence such allocation in writing and inform the owner of the Bond of any amounts allocated to the Bond.

(c) Upon notification from the Authority as described in Section 4.02(b), deposits to the accounts in the Project Fund may be made from time to time from funds received by the Authority from the owner of the Bond (if other than the Redeveloper) in the amounts necessary to pay amounts requested in properly completed, signed and approved written Disbursement Requests as described herein. Such amounts shall be proceeds of the Bond and the Treasurer of the Authority shall inform the Registrar (as defined in the Bond Resolution) in writing of the date and amount of such deposits. At the option of the Redeveloper, if the Redeveloper is the owner of the Bond, the Authority shall make a grant to Redeveloper in the amount of the approved Disbursement Request; in such event, the approved Disbursement Request amount shall offset funding of the Bond. The Registrar shall keep and maintain a record of the amounts deposited into the Project Fund from Bond proceeds pursuant to the terms of this Resolution as "Principal Amount Advanced" and shall enter the aggregate principal amount then Outstanding as the "Cumulative Outstanding Principal Amount" on its records maintained for the Bond. The aggregate amount deposited into the Project Fund from proceeds of the Bond shall not exceed \$230,000.

#### Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself its successors and assigns that it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

#### Section 4.04 Assignment or Conveyance.

This Redevelopment Contract shall not be assigned by the Redeveloper without the written consent of the Authority. Such consent shall not be unreasonably withheld. Redeveloper agrees that it shall not convey any Lot or any portion thereof or any structures thereon to any person or entity that would be exempt from payment of real estate taxes, and that it will not make application for any structure, or any portion thereof, to be taxed separately from the underlying land of any Lot.

#### Section 4.50 Payment of Authority Costs.

Redeveloper shall pay to the Authority the following sums upon execution hereof:

- a. \$1,000 for legal expenses of Authority.

## ARTICLE V

### FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

#### Section 5.01 Financing

Redeveloper shall pay all costs related to the redevelopment of the Redevelopment Project Area and the Redevelopment Project Property which are in excess of the amounts paid from the proceeds of the grant provided from the proceeds of the Indebtedness and granted to Redeveloper. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

## ARTICLE VI

### DEFAULT, REMEDIES; INDEMNIFICATION

#### Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations. The Redeveloper hereby acknowledges and agrees that the Authority shall have completed its required performances and satisfied all of its obligations under this Redevelopment Contract upon the issuance of the Indebtedness and the subsequent payment of grant amounts to the Redeveloper as set forth in Article III hereof and by complying with the obligations of all Redevelopment Contract Amendments.

#### Section 6.02 Additional Remedies of Authority

In the event that (each such event an "event of default"):

(a) the Redeveloper, or its successor in interest, shall fail to commence the construction of the improvements included in the Project Costs on or before September 1, 2015, or shall abandon construction work related to the Project Costs, once commenced, for any period of 180 days, excepting delays caused by inclement weather,

(b) the Redeveloper, shall fail to pay real estate taxes or assessments on the Redevelopment Project Property owned by the Redeveloper or any part thereof when due; and

(c) there is a violation of any other provision of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 90 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

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

Interest shall accrue on the Liquidated Damages Amount at the rate of three percent (3%) per annum and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Redevelopment Project Property and the Project.

Redeveloper, on or before contracting for work included within the Project Costs, shall furnish to the Authority copies of labor and materials payment bonds and performance bonds for each contract entered into by Redeveloper related to Project Costs. Each such bond shall show the Authority and the City as well as the Redeveloper as beneficiary of any such bond, as and to the extent commercially obtainable (as determined in the discretion of the Authority). In addition, the Redeveloper shall provide a penal bond with good and sufficient surety to be approved by the Authority, conditioned that the Redeveloper shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing to any contractor or his or her subcontractors (for each contract entered into by Redeveloper related to Project Costs) with labor or materials performed or used in the prosecution of the work provided for in such contract, and will indemnify and save harmless the Authority to the extent of any payments in connection with the carrying out of such contracts which the Authority may be required to make under the law.

#### Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

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

to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

#### Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area or any part thereof for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

#### Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their respective elected officials, officers, directors, appointed officials, employees, attorneys, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, and full compliance with the terms specifically set forth Article III hereof and payment of TIF Revenues pledged pursuant to the Resolution. The Redeveloper releases the City and Authority from, agrees that neither the City nor Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their respective elected officials, directors, officers, appointed officials, attorneys, agents, employees and members of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, excluding litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about that portion of the Project owned by the Redeveloper, during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, related to activities of the Redeveloper or its agents during the construction of the public infrastructure or public right of ways in the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract may be recorded in the office of the Register of Deeds of Wayne County, Nebraska.

#### 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, Assignment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound. The Redeveloper may assign its rights and obligations to a controlled entity which shall be bound by all the terms hereof.

#### Section 7.04 Effective Date and Implementation of Redevelopment Contract.

This Agreement is in full force and effect from and after the date of execution hereof by both the Redeveloper and the Authority.

#### Section 7.05 Notices to Parties.

Notices to Parties shall be mailed by U. S. Mail to the following addresses:  
Redeveloper:

Authority and City:  
City Clerk  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

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

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
WAYNE, NEBRASKA

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

STATE OF NEBRASKA

) SS

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2015, by Ken Chamberlain and Betty A. McGuire, Chairman and Secretary, respectively, of the Community Redevelopment Authority of the City of Wayne, Nebraska, on behalf of the Authority.

\_\_\_\_\_  
Notary Public



## **EXHIBIT A**

### **DESCRIPTION OF REDEVELOPMENT AREA**

Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska; Part of Lots 3 & 4, & that part of vacated 7<sup>th</sup> Avenue lying north and adjacent to Lots 3 & 4, McCright's First Subdivision to the City of Wayne, Wayne County, Nebraska; Nebraska Highway 35 ROW between the west side of Tomar Drive and the west side of Thorman Street; and Tomar Drive between the south side of Nebraska Highway 35 ROW to the south line of Lot 1, Jorgensen Subdivision to the City of Wayne, Wayne County, Nebraska.

**EXHIBIT B**

**REDEVELOPMENT PLAN**

**DESCRIPTION OF PROJECT AND  
DEVELOPER'S AMENDED REDEVELOPMENT PLAN FOR  
THE JUG STORE FACILITY**

OVERVIEW:

This is a redevelopment plan amendment for the original Jug Store Redevelopment Plan and is intended to redevelop an area within the City of Wayne, which has been declared blighted and substandard within the meaning of the Community Development Law of the State of Nebraska. This plan amendment is adopted due to a delay in construction of the project by one year.

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

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

THE REDEVELOPMENT PLAN:

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

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

2. Relationship of Plan to Local objectives for improved traffic flow and public utilities in plan area: This plan contemplates no relocation of the existing street access. The site is currently served by city utilities.

3. Relationship of Plan to Local objectives for community facilities: This plan is part of a redevelopment scheme that will enhance the commercial activity in the area.

4. Redevelopment project boundaries: Exhibit B1 to the Redevelopment Contract shows the boundaries of the project.

5. Proposed land use plan: Exhibit B1 also shows the proposed land use plan after redevelopment.

6. Information on standards for population densities; land coverage; building intensities; and land coverage after redevelopment: Population density will remain unchanged for the area as no new residences will be created. Building coverage will increase as shown on Exhibit B1.

7. Statement regarding change in street layouts: This Plan proposes no changes in the streets abutting the project.

8. Site plan after redevelopment: Exhibit Bi is an accurate site plan of the redevelopment project after redevelopment.

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

10. Public cost/benefit analysis: This plan requires that the Developer will acquire the Project Site and construct a sports bar and grill with an attached liquor store in the project area.

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

No employers in the redevelopment area will be impacted as there are no such employers. The project will create temporary construction jobs and an estimated 30 full and part time employees after completion. No tax shifts are contemplated. No new community facilities will be required or impacted. Sales tax will increase slightly as a result of the project based on sales. After the division of taxes pursuant to Neb. Rev. Stat. 18-2147, the tax impact on the real estate ad valorem taxes is estimated to increase by approximately \$28,000 for all taxing entities. No other impacts have been identified.

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

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

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

EXHIBIT C

(FORM OF BOND)

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF WAYNE

COMMUNITY REDEVELOPMENT AUTHORITY  
OF THE CITY OF WAYNE, NEBRASKA

TAX INCREMENT DEVELOPMENT REVENUE BOND  
(THE JUG STORE REDEVELOPMENT PROJECT), SERIES 2015

No. R-1

Up to \$230,000  
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	December 31, 2029	6.0%

REGISTERED OWNER: The Jug Store, LLC

PRINCIPAL AMOUNT: SEE SCHEDULE 1 ATTACHED HERETO

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THE BOND SET FORTH ON THE FOLLOWING PAGES, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA has caused this Bond to be signed by the manual signature of the Chairman of the Authority, countersigned by the manual signature of the Secretary of the Authority, and the City's corporate seal imprinted hereon.

**COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF WAYNE,  
NEBRASKA**

[SEAL]

By: \_\_\_\_\_ (manual signature)  
Chairman

By: \_\_\_\_\_ (manual signature)  
Secretary

The **COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF WAYNE, NEBRASKA** (the "**Authority**") acknowledges itself indebted to, and for value received hereby promises to pay, but solely from certain specified tax revenues and other funds hereinafter specified, to the Registered Owner named above, or registered assigns, on the Date of Maturity stated above (or earlier as hereinafter referred to), the Principal Amount on Schedule 1 attached hereto upon presentation and surrender hereof at the office of the registrar and paying agent herefor, the Treasurer of the City of Wayne, Nebraska (the "**Registrar**"), and in like manner to pay interest on the Cumulative Outstanding Principal Amount reflected in **Schedule 1** at the Rate of Interest stated above, calculated on the basis of a 360-day year consisting of twelve, 30-day months, from the Date of Original Issue stated above, or the most recent interest payment date to which interest has been paid or duly provided for, as specified below, to maturity or earlier redemption, payable semiannually on June 1 and December 1 of each year until payment in full of such Principal Amount, beginning June 1, 2017, by check or draft mailed to the Registered Owner hereof as shown on the Bond registration books maintained by the Registrar on the 15th day of the month preceding the month in which the applicable interest payment date occurs, at such Owner's address as it appears on such Bond registration books. The principal of this Bond and the interest hereon are payable in any coin or currency which on the respective dates of payment thereof is legal tender for the payment of debts due the United States of America.

This Bond is issued by the Authority under the Authority of and in full compliance with the Constitution and statutes of the State of Nebraska, including particularly Article VIII, Section 12 of the Nebraska Constitution, Sections 18-2101 to 18-2153, inclusive, Reissue Revised Statutes of Nebraska, as amended, and under and pursuant to Resolution No. \_\_\_\_\_ duly passed and adopted by the Authority on \_\_\_\_\_ 2015, as from time to time amended and supplemented (the "**Resolution**").

**THE PRINCIPAL AMOUNT OF THIS BOND IS SET FORTH IN SCHEDULE 1 ATTACHED HERETO. THE MAXIMUM PRINCIPAL AMOUNT OF THIS BOND IS \$230,000.**

This Bond is a special limited obligation of the Authority payable as to principal and interest solely from and is secured solely by the Revenue (as defined in the Resolution) and certain other money, funds and securities pledged under the Resolution, all on the terms and conditions set forth in the Resolution. The Revenue represents that portion of ad valorem taxes levied by public bodies of the State of Nebraska, including the City, on real property in the Project Area (as defined in this Resolution) which is in excess of that portion of such ad valorem taxes produced by the levy at the

rate fixed each year by or for each such public body upon the valuation of the Project Area as of a certain date and as has been certified by the County Assessor of Wayne County, Nebraska to the City in accordance with law.

Reference is hereby made to the Resolution for the provisions, among others, with respect to the collection and disposition of certain tax and other revenues, the special funds charged with and pledged to the payment of the principal of and interest on this Bond, the nature and extent of the security thereby created, the terms and conditions under which this Bond has been issued, the rights and remedies of the Registered Owner of this Bond, and the rights, duties, immunities and obligations of the City and the Authority. By the acceptance of this Bond, the Registered Owner assents to all of the provisions of the Resolution.

The principal of and interest hereon shall not be payable from the general funds of the City nor the Authority nor shall this Bond constitute a legal or equitable pledge, charge, lien, security interest or encumbrance upon any of the property or upon any of the income, receipts, or money and securities of the City or the Authority or of any other party other than those specifically pledged under the Resolution. This Bond is not a debt of the City or the Authority within the meaning of any constitutional, statutory or charter limitation upon the creation of general obligation indebtedness of the City or the Authority, and does not impose any general liability upon the City or the Authority and neither the City nor the Authority shall be liable for the payment hereof out of any funds of the City or the Authority other than the Revenues and other funds pledged under the Resolution, which Revenues and other funds have been and hereby are pledged to the punctual payment of the principal of and interest on this Bond in accordance with the provisions of this Resolution.

The Registered Owner may from time to time enter the respective amounts advanced pursuant to the terms of the Resolution under the column headed "Principal Amount Advanced" on **Schedule 1** hereto (the "**Table**") and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Registered Owner pursuant to the redemption provisions of the Resolution, the Registered Owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Redeemed" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. Notwithstanding the foregoing, the records maintained by the Trustee as to the principal amount issued and principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount of this Bond for all purposes.

Reference is hereby made to the Resolution, a copy of which is on file in the office of the City Clerk, and to all of the provisions of which each Owner of this Bond by its acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for this Bond; the Revenue and other money and securities pledged to the payment of the principal of and interest on this Bond; the nature and extent and manner of enforcement of the pledge; the conditions upon which the Resolution may be amended or supplemented with or without the consent of the Owner of this Bond; the rights, duties and obligations of the Authority and the Registrar thereunder; the terms and provisions upon which the liens, pledges, charges, trusts and covenants made therein may be discharged at or prior to the maturity or redemption of this Bond, and this Bond

thereafter no longer be secured by the Resolution or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment hereof; and for the other terms and provisions thereof.

This Bond is subject to redemption prior to maturity, at the option of the Authority, in whole or in part at any time at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the date fixed for redemption. Reference is hereby made to the Resolution for a description of the redemption procedures and the notice requirements pertaining thereto.

In the event this Bond is called for prior redemption, notice of such redemption shall be given by first-class mail to the Registered Owner hereof at its address as shown on the registration books maintained by the Registrar not less than 10 days prior to the date fixed for redemption, unless waived by the Registered Owner hereof. If this Bond, or any portion thereof, shall have been duly called for redemption and notice of such redemption duly given as provided, then upon such redemption date the portion of this Bond so redeemed shall become due and payable and if money for the payment of the portion of the Bond so redeemed and the accrued interest thereon to the date fixed for redemption shall be held for the purpose of such payment by the Registrar, interest shall cease to accrue and become payable hereon from and after the redemption date.

This Bond is transferable by the Registered Owner hereof in person or by its attorney or legal representative duly authorized in writing at the principal office of the Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond of the same series and maturity and for the same principal amount will be issued to the transferee in exchange therefor. The Authority and the Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal of and interest due hereon and for all other purposes.

This Bond is being issued as fully a registered Bond without coupons. This Bond is subject to exchange as provided in the Resolution.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Bond have happened, do exist and have been performed in regular and due time, form and manner; that this Bond does not exceed any constitutional, statutory or charter limitation on indebtedness; and that provision has been made for the payment of the principal of and interest on this Bond as provided in this Resolution.

(FORM OF ASSIGNMENT)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints agent to transfer the within Bond on the Bond register kept by the Registrar for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

---

Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*[The remainder of this page intentionally left blank]*



**Exhibit D  
Project Costs**

Redevelopment Project Costs

Legal (previously paid)	\$ 10,000
Legal for plan amendment	\$ 1,000
Site Acquisition	\$115,000
Site preparation	<u>\$148,800</u>
	\$274,800
<u><b>NOT TO EXCEED</b></u>	<u>\$230,000</u>

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RESOLUTION 2015-74

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

WHEREAS, the City of Wayne, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as Amended for Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Wayne, Nebraska, has obtained its citizens' comments on community development and housing needs; and has conducted public hearing(s) upon the proposed application and received favorable public comment respecting the application which for the amount of \$130,000 of CDBG Comprehensive Investment and Stabilization (CIS) Phase II, Year Two Funds, of which \$31,500 will be for clearance/demolition of four (4) structures, \$75,000 for single-family owner-occupied rehabilitation of three (3) houses, \$6,000 for housing management, \$4,500 for risk assessment/testing, and \$13,000 for general administration of the grant. Local matching funds of \$36,000 will be provided by the City of Wayne to make water system improvements. The total project cost is \$166,000. All activities will be conducted within the target area (southeastern quadrant) reviewed through the CIS Phase I Needs Assessment/Strategy. All CDBG funds will benefit low-to-moderate income persons in the community.

The CDBG funded activities are unlikely to result in the residential displacement of people, and should such displacement occur, it will be minimized and resolved pursuant to the City of Wayne Anti-displacement and Relocation Plans. At least 51% of the grant funds will benefit low-to-moderate income persons. There will be no persons displaced as a result of the CDBG activities.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne, Nebraska, that the Mayor be authorized and directed to proceed with the formulation of any and all contracts, documents, or other memoranda between the City of Wayne and the Nebraska Department of Economic Development so as to effect acceptance of the grant application.

PASSED AND APPROVED this 21' day of July, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**ORDINANCE NO. 2015-40**

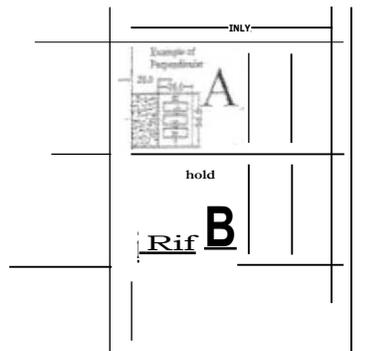
**AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE CHAPTER 90, ARTICLE I, ARTICLE IV, ARTICLE V, AND ARTICLE VIII, BY AMENDING SECTION 90-703 REGARDING ACCESSORY USES; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.**

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

Section 1. That Chapter 90, Article IV, of the Wayne Municipal Code is hereby amended as follows:

Section 90-703 Accessory Uses

- (a) Use for dwelling. Accessory buildings shall not be used for dwelling purposes unless specifically permitted.
- (b) Yard requirements for accessory buildings.
  - 1. Side yard. Side yard requirements are the same as the district in which the accessory use is located, except an accessory building may be located in the side yard as close as three feet to the property line providing it is located between the rear building line of the principal building and the rear property line.
  - 2. Front yard. No accessory building shall be located between the front building line of the principal building and the front property line.
  - 3. Rear yard. Unless specifically permitted, no accessory building in a rear yard shall be located closer than three feet from the rear property line or within ten feet of any other building on adjacent properties; and no accessory building shall be located within any easement or right-of-way along the rear property line.
- (c) Vehicle access. Unless otherwise specifically permitted, any accessory building requiring vehicle access perpendicular to the alley, shall be located a minimum of twenty feet from the rear property line/alley.



- (d) Attached accessory use. Any accessory structure attached to the principal building shall be considered as a part of the principal building and shall meet the same requirements as specified for the principal building in the district.
- (e) Unattached accessory use. Any unattached accessory building(s) in combination with the principal or primary structure, in any R designated zoning district, shall not exceed a combined area greater than 50% of the lot area, provided the combined total area of all unattached accessory structures shall not exceed 1064 square feet or 7 percent of the lot area up to 3,000 square feet, whichever is greater.
- (f) The exterior siding or covering of unattached accessory structures located in an R zoning district shall be painted or of such material or siding as the principal or primary structure.
- (g) Structural projections: Structural projections, including roofs which cover porches and chimneys and flues, buttresses eaves, overhangs, cantilever, open-unenclosed steps or stoops shall not extend more than three feet into any side, front, or rear yard. Any porches enclosed with screens, windows, permanent construction, or porches extending greater than three feet into the side, rear, or front yard shall be considered as a part of the principal structure and meet the requirements of the principal structure.
- (h) Fire hazardous accessory use. No accessory use shall be located within five feet of a residential dwelling that creates a fire hazard or would subject the residential structure to a potential fire, such as a detached fireplace, barbecue ovens, flammable liquid storage, etc.
- (i) Storage containers shall not be allowed as accessory structures, but are allowed as temporary structures under Sec. 90-707.

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 \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

ORDINANCE NO. 2015-36

AN ORDINANCE AMENDING CHAPTER 78, ARTICLE III, SECTION 78-96 LOCATION RESERVED FOR HANDICAPPED PARKING OF THE WAYNE MUNICIPAL CODE; 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 78, Article III, Section 78-96 of the Wayne Municipal Code is amended to read as follows:

Sec. 78-96 Location Reserved for Handicapped Parking

- (a) The following parking spaces shall be designated handicapped parking areas:
- 1) One parking space at the intersection of Third and Main Streets on the northeast corner of Third Street.
  - 2) One parking space at the intersection of Third and Main Streets on the southeast corner of Third Street.
  - 3) One parking space at the intersection of Third and Pearl Streets on the northeast side of Pearl Street.
  - 4) One parking space at the intersection of 2<sup>nd</sup> and Main Streets on the northwest corner of 2<sup>nd</sup> Street.
  - 5) One parking space at the intersection of 2<sup>nd</sup> and Main Streets on the southeast corner of 2<sup>nd</sup> Street.
  - 6) One parking space at the intersection of 4<sup>th</sup> and Main Streets on the northeast corner of 4<sup>th</sup> Street.
  - 7) One parking space between Main and Pearl Streets on the north side of Third Street.
  - 8) One parking space between Main and Pearl Streets on the south side of Third Street.
  - 9) One parking space at the intersection of Third and Pearl Streets on the southwest side of Pearl Street.
  - 10) One parking space between Third and Fourth Streets on the east side of Lincoln Street.
  - 11) One parking space on the north side of First Street between Main and Pearl Streets (on the east side of alley).
  - 12) Two parking spaces between Pearl and Lincoln Streets on the south side of Third Street.
- (b) Appropriate signs shall be placed to advise the public of these restricted parking regulations.

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 \_\_\_\_\_, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

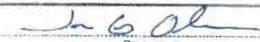
\_\_\_\_\_  
City Clerk

### Consultant Work Order (Local Projects)

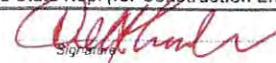
Project No: STP 090(1)		Control No: 31777	
Consultant (Name and Representative): Olsson Associates - Jon G. Olsen		Agreement No: YK0502	Work Order No: 2
LPA (Name and Representative): City of Wayne, Joel Hanson		Constr. Change Order No. (If applicable)	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p> <p>Justification to modify agreement (Include scope of services, deliverables, and schedule): The Consultant Work Order is to move the trail from the on street portions of the project and reconstruct the existing sidewalk to 8 feet in width. This work will involve the construction of approximately 2,000' of trail, 14 curb ramps and the reconstruction of 10 driveway.</p>			
Work Title		Summary of Fee	
Expanded Design & Right-of-Way Tasks		A Total Direct Labor Cost	= 990.10
		B Overhead (Factor * x A)	= 1,750.89
		C A + B	= 2,740.99
		D Profit/Fee (Factor ** x C)	= 356.33
		E Direct Non-Labor Cost	= 152.68
		F Subconsultant Services	=
*Overhead Factor 176.84%		E Direct Non-Labor Cost = 152.68	
**Profit/Fee Factor 13.00%		F Subconsultant Services =	
Total Fee Notes: The fee summary is attached as Exhibit B		TOTAL FEE: C + D + E + F = \$3,250.00	
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE \$3,250.00	
		<input type="checkbox"/> FINAL TOTAL FEE	

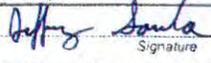
**Work Order Authorization – May be granted by email and attached to this document.**

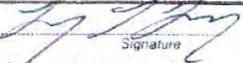
Consultant:

Jon G. Olsen  6/15/15  
Name Signature Date

LPA: City of Wayne  
Joel J. Hansen  6/15/2015  
Name Signature Date

LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):  
Dale Linder  6/17/15  
Name Signature Date

LPS Unit Head Review (for PE Phase):  
Jeff Soula  6/17/15  
Name Signature Date

LPS Engineer or Construction Engineer (Construction Phase):  
Larry Keys  6/22/15  
Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only)  
Name Signature Date

Notice to Proceed will be granted by email by LPS PC for Preliminary Engineering & CD PC for Construction Engineering

Notice to Proceed Date  
6/22/2015

Distribution: Consultant, LPA - RC, State Rep, FHWA, LPS PC, NOOR, Agreements Engineer, Highway Funds Manager, CD PC

## Wayne Trail Phase II - Work Order Consultant's Estimate of Hours

**Project Name:** Wayne Trail Phase II  
**Project Number:** STPB-90(4)  
**Control Number:** 31777  
**Location (City, County):** Wayne  
**Firm Name:** Olsson Associates  
**Consultant Project Manager:** Jon Olsen  
**Phone Email:** 402-458-5514, jolsen@olssonassociates.com  
**LPA Responsible Charge:** Joel Hanson  
**Phone Email:** 402-375-1733, jhanson@cityofwayne.org  
**NDOR Project Coordinator:** Debra Linder  
**Phone Email:** 402-479-4539, debra.linder@nebraska.gov  
**Date:** June 16, 2015

MAJOR TASKS	PERSONNEL CLASSIFICATIONS**								Total	
	PR	PM	SENG	ENG	SDES	LSRV	SENV	ENV		
<b>I. Project Management.</b>										<b>2</b>
A. General Project Management		2								2
<b>II. Final Design</b>										<b>28</b>
A. Typical Section					2					2
B. Summary Quartres					2					2
C. Utility Coordination		2								2
D. Trail Layout and ADA Ramps (14 Ramps)					10					10
E. Plan Sheets (2 Sheets)					8					8
F. QA/QC		4								4
<b>Total Hours</b>		<b>8</b>			<b>22</b>					<b>30</b>
<b>Total Days (8 hrs)</b>		<b>1.0</b>			<b>2.8</b>					<b>3.8</b>

**CLASSIFICATIONS\***  
 PR = Principal  
 PM = Project Manager  
 SENG = Senior Engineer  
 ENG = Engineer  
 SDES = Senior Designer/Technician  
 LSRV = Survey Crew Chief/Licensed Surveyor  
 SENV = Senior Environmental Scientist  
 ENV = Environmental Scientist

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace

## Wayne Trail Phase II - Supplemental No. 4 Labor Rates

**Project Name:** Wayne Trail Phase II  
**Project Number:** STPB-90-4  
**Control Number:** 31777  
**Location (City, County):** Wayne  
**Firm Name:** Olsson Associates  
**Consultant Project Manager:** Jon G. Olsen  
**Phone Email:** 402-458-5614 / jolsen@olssonassociates.com  
**LPA Responsible Charge:** Joel Hansen  
**Phone Email:** 402-375-1733 / jhansen@cityofwayne.org  
**NDOR Project Coordinator:** DeLis Linder  
**Phone Email:** 402-479-4539 / delis.linder@nebraska.gov  
**Date:** June 16, 2015

Code	Classification Title	Hours	Blended Rate	Amount
PR	Principal		\$66.15	
PM	Project Manager	8	\$52.40	\$419.20
SENG	Senior Engineer			
ENG	Engineer		\$31.25	
SDES	Senior Designer/Technician	22	\$25.95	\$570.90
LSRV	Survey Crew Chief/ Licensed Surveyor			
SENV	Senior Environmental Scientist			
ENV	Environmental Scientist			
<b>TOTALS</b>		<b>30</b>		<b>\$990.10</b>

**CLASSIFICATIONS:**  
 PR = Principal  
 PM = Project Manager  
 SENG = Senior Engineer  
 ENG = Engineer  
 SDES = Senior Designer/Technician  
 LSRV = Survey Crew Chief/ Licensed Surveyor  
 SENV = Senior Environmental Scientist  
 ENV = Environmental Scientist

### Blended Rates Worksheet (Actual rates for 2015)

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup>	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Principal</b>			
Tom Leikam	Program Manager	\$66.15	100.0%
		Blended Rate:	\$66.15
<b>Project Manager</b>			
Jon Olsen	Sen. Engineer	\$52.40	100.0%
		Blended Rate:	\$52.40
<b>Senior Engineer</b>			
		Blended Rate:	
<b>Engineer</b>			
John Coburn	Assist. Engineer	\$31.25	100.0%
		Blended Rate:	\$31.25
<b>Senior Designer/Technician</b>			
Jason Martins	Design Assoc.	\$29.35	70.0%
Drew Peterson	Assoc. Surveyor	\$21.00	10.0%
Brandon Anderson	Assist. Surveyor	\$19.50	10.0%
Jason Larson	Senior Tech	\$20.50	10.0%
		Blended Rate:	\$25.15
<b>Survey Crew Chief/ Licensed Surveyor</b>			
		Blended Rate:	
<b>Senior Environmental Scientist</b>			
		Blended Rate:	
<b>Environmental Scientist</b>			
		Blended Rate:	
		Blended Rate:	

## Wayne Trail Phase II - Supplemental No. 4 Direct Expenses

**Project Name:** Wayne Trail - Phase II  
**Project Number:** STPB 90(4)  
**Control Number:** 31777  
**Location (City, County):** Wayne  
**Firm Name:** Olsson Associates  
**Consultant Project Manager:** Jon Olson  
**Phone Email:** 402-458-5814, jolson@olssonassociates.com  
**LPA Responsible Charge:** Joel Hansen  
**Phone Email:** 402-375-1733/ jhansen@cityofwayne.org  
**NDOR Project Coordinator:** Dells Linder  
**Phone Email:** 402-479-4539/ dells.linder@nebnsaka.gov  
**Date:** June 16, 2015

Subconsultants:	Quantity	Unit Cost	Amount
Subtotal:			
Printing and Reproduction:	Quantity	Unit Cost	Amount
Half Size Prints During Design			
Full Size Prints PS&E Submittal			
Final Signed Plans			
Subtotal:			
Mileage/Travel:	Quantity	Unit Cost	Amount
Assume 2 trips to project site and local trips for NDOR meetings			
Subtotal:			
Lodging/Meals:	Quantity	Unit Cost	Amount
Lunch (1 trip to Wayne)			
Subtotal:			
Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Miscellaneous copies and other direct bill items	1	\$152.68	\$152.68
			\$152.68
<b>TOTAL DIRECT EXPENSES</b>			<b>\$152.68</b>

2012 Standard Rates*			
Type	Rate		
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51/mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535/mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost, giving the State all discounts		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide, not to exceed \$104 in Omaha/Douglas County		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:		
	<b>Statewide</b>	<b>Omaha/Douglas County</b>	
Breakfast	\$7.00	\$10.00	
Lunch	\$11.00	\$15.00	
Dinner	\$23.00	\$31.00	
Incidentals	\$5.00	\$5.00	
Totals	\$46.00	\$61.00	

## Wayne Trail Phase II - Supplemental No. 4 Cost by Task

Project Name: Wayne Trail Phase II  
 Project Number: 3177B-0041  
 Control Number: 31777  
 Location (City, County): Wayne  
 Firm Name: Olson Associates  
 Consultant Project Manager: Jon Olson  
 Phone Email: 402-459-5814, jolson@olsonassociates.com  
 LPA Responsible Charge: Jebi Hansen  
 Phone Email: 402-375-1733, jhansen@cityofwayne.org  
 RDOR Project Coordinator: Debs Linder  
 Phone Email: 402-479-4579, debs.linder@metrakka.gov  
 Date: June 16, 2015

Major Tasks	Total Hours	Direct Labor Cost	Overhead 176.84%	Fixed Fee 13.00%	Total Project Cost
I. Project Management	2	\$704.50	\$125.11	\$77.72	\$907.33
II. Final Design	28	\$385.30	\$1,585.56	\$319.61	\$5,750.47
Direct Expenses					\$182.68
<b>TOTAL</b>	<b>30</b>	<b>\$990.10</b>	<b>\$1,750.89</b>	<b>\$356.33</b>	<b>\$3,250.00</b>

## Wayne Trail Phase II - Supplemental No. 4 Project Cost

**Project Name:** Wayne Trail Phase II  
**Project Number:** STPB 90(4)  
**Control Number:** 31777  
**Location (City, County):** Wayne  
**Firm Name:** Olsson Associates  
**Consultant Project Manager:** Jori Olsen  
**Phone Email:** 402-458-5614, jolsen@olssonassociates.com  
**LPA Responsible Charge:** Joel Hanson  
**Phone Email:** 402-375-1733/ jhanson@cityofwayne.org  
**NDOR Project Coordinator:** Dells Linder  
**Phone Email:** 402-479-4539/ dells.linder@ndep.aska.gov  
**Date:** June 16, 2015

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal		\$66.15	
Project Manager	8	\$52.40	\$419.20
Senior Engineer			
Engineer		\$31.25	
Senior Designer/Technician	22	\$25.95	\$570.90
Survey Crew Chief/Licensed Surveyor			
Senior Environmental Scientist			
Environmental Scientist			
<b>TOTALS</b>	<b>30</b>		<b>\$990.10</b>
<b>Direct Expenses:</b>			<b>Amount</b>
Subconsultants			
Printing and Reproduction Costs			
Mileage/Travel			
Lodging/Meals			
Other Miscellaneous Costs			\$152.68
<b>TOTALS</b>			<b>\$152.68</b>
<b>Total Project Costs:</b>			<b>Amount</b>
Direct Labor Costs			\$990.10
Overhead @ 176.840%			\$1,750.89
Total Labor Costs			\$2,740.99
Fixed Fee @ 13.09%			\$356.33
Direct Expenses			\$152.68
<b>PROJECT COST</b>			<b>\$3,250.00</b>



RESOLUTION NO. 2015-75

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENTAL AGREEMENT NO. 5 BETWEEN THE CITY OF WAYNE AND OLS SON ASSOCIATES, INC. RELATING TO THE WAYNE TRAIL — PHASE 2 PROJECT STPB-90(4).

WHEREAS, the City of Wayne and Olsson Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (YK0502) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

WHEREAS, the City of Wayne understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Wayne and Olsson Associates, Inc., wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that Ken Chamberlain, Mayor of the City of Wayne, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 5 between the City of Wayne and Olsson Associates, Inc.

NDOR Project Number: STPD-90(4)

NDOR Control Number: 31777

NDOR Project Description: Wayne Trail — Phase 2

PASSED AND APPROVED this 21<sup>st</sup> day of July, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

## SUPPLEMENTAL AGREEMENT #5

CITY OF WAYNE, NEBRASKA  
OLSSON ASSOCIATES, INC.  
PROJECT NO. STPB-90(4)  
CONTROL NO. 31777  
WAYNE TRAIL—PHASE 2

**THIS SUPPLEMENTAL AGREEMENT** is between the City of Wayne ("LPA") and Olsson Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

**WHEREAS**, Consultant and LPA entered into an agreement ("Original Agreement") YK0502 and Supplemental Agreements #1-4, providing for Consultant to provide preliminary engineering services for LPA's Federal Aid project, and

**WHEREAS**, it is necessary that expanded design and right-of-way tasks be added under this Supplemental Agreement, and

**WHEREAS**, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the project.

**WHEREAS**, it is the desire of LPA that the project be constructed under the designation of Project No. STPB-90(4), as evidenced by the Resolution of LPA, attached as EXHIBIT 'A' and incorporated herein by this reference, and

**NOW THEREFORE**, in consideration of these facts and mutual promises, the Parties agree as follows:

### **SECTION 1. SCOPE OF SERVICES**

Consultant will perform the additional work as set out in Exhibit "B" Consultant Work Order 2, attached and incorporated herein by this reference.

### **SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE**

The State issued Consultant a written Notice-to-Proceed on June 22, 2015. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work as set out in the Original Agreement, Supplemental Agreement(s) #1-4, and this Supplemental Agreement by March 31, 2016.

### **SECTION 3. FEES AND PAYMENTS**

For the work required, SECTION V FEES AND PAYMENTS of the Original Agreement, as amended in supplement(s) 1-4, is hereby further amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$13,081.10 to \$13,437.33, an increase of \$356.23. Actual costs are increased from \$112,040.40 to \$114,934.07, an increase of \$2,893.67. The total agreement amount is increased from \$125,121.50 to \$128,371.50, an increase of \$3,250.00 which Consultant must not exceed without the prior written approval of the State.

**SECTION 4. ENTIRE AGREEMENT**

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety,

**SECTION 5. CONSULTANT CERTIFICATION AND REAFFIRMATION**

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

**SECTION 6. CERTIFICATION OF LPA**

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

**IN WITNESS WHEREOF**, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

**EXECUTED** by Consultant this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

OLSSON ASSOCIATES, INC.  
John S. Olsson. P.E.

\_\_\_\_\_  
Vice President

STATE OF NEBRASKA     )  
                                  )ss.  
LANCASTER COUNTY     )

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

**EXECUTED** by LPA this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF WAYNE  
Ken Chamberlain

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_

\_\_\_\_\_  
Date

RESOLUTION NO. 2015-76

A RESOLUTION ACCEPTING BID ON THE RAZING OF THREE MOBILE HOMES DEMOLITION AND REMOVAL OF THE STRUCTURES LOCATED AT 829 VALLEY DRIVE, 216 FAIRGROUNDS AVENUE NOS. 3 AND 36.

WHEREAS, two competitive bids on the demolition and removal of the structures located at 829 Valley Drive and 216 Fairgrounds Avenue Nos. 3 and 36 were received on July 14, 2015.

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 demolition and removal of the structures located at 829 Valley Drive and 216 Fairgrounds Avenue Nos. 3 and 36, as submitted by the following contractor, is the best bid received.

<u>Bidder</u>	<u>Amount of Bid</u>
Milo Meyer Construction, Inc. 1002 Industrial Road Wayne, NE 68787	\$6,750.00

BE IT FURTHER RESOLVED that the bid, as above set forth, filed with the City Clerk in accordance with the terms of the published notice, and attached hereto, be and the same is hereby accepted.

PASSED AND APPROVED this 21<sup>st</sup> day of July, 2015.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**CITY OF WAYNE  
DEMOLITION OF TRAILERS  
Bid Opening: July 14, 2015**

<b>BIDDER NAME</b>	<b>829 Valley Drive</b>	<b>216 Fairgrounds #3</b>	<b>216 Fairgrounds #36</b>
<b>Milo Meyer Construction</b>	<b>\$ 2,250.00</b>	<b>\$ 2,250.00</b>	<b>\$ 2,250.00</b>
Robert Woehler & Sons Construction	\$ 6,250.00	\$ 4,250.00	\$ 4,250.00









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

Phone: 402-375-3744  
 Fax: 402-833-5363

**Bid Proposal For:**

**7/14/15**

**City of Wayne**  
 Attn. Betty McGuire  
 306 Pearl St  
 Wayne NE 68787

Phone: 402-375-1733

**Project: Demolition and removal of Mobile Homes as per Advertisement of Bid**

	Description	Unit	Quantity	Unit Cost	Sub Totals
1	Demolition, removal Mobile Home at 829 Valley Drive	LS	1	\$6,250.00	\$6,250.00
2	Demolition, removal Mobile Home at #36 216 Fairgroudns Ave	LS	1	\$4,250.00	\$4,250.00
3	Demolition, removal Mobile Home at #3 216 Fairgroudns Ave	LS	1	\$4,250.00	\$4,250.00
<b>Total Project Cost</b>					<b>\$14,750.00</b>

If this project is not tax exempt then any applicable tax will be added

Price is based on scope of work described by advertisement, any addition or subtraction will adjust total cost.

Owner is responsible for paying any city, engineering, EPA/NDEQ, compaction and/or inspection fees.

Prices include Labor and Landfill Fee's and are good for 30 days.

Monthly billings will reflect work completed as project progresses.

Payments due within 30 days of billing and final payment is due in full within 30 days of project completion.

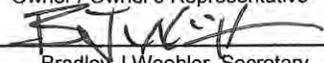
I have read the proposal, have received an exact copy, and accept the proposal.

Please sign one copy and return.

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

Owner / Owner's Representative

Approved By: 

Date: 7/14/15

Bradley J. Woehler Secretary

Robert Woehler & Sons Construction, Inc

Thank you for the opportunity to submit this proposal and we look forward to the possibility of working with you on this project. If you have any questions please call. 402-369-0049

B. J. Woehler

RESOLUTION NO. 2015-77

**A RESOLUTION ACCEPTING PROPOSAL AND APPROVING AGREEMENT WITH CHARLESWORTH & ASSOCIATES, L.C., FOR RISK MANAGEMENT CONSULTING SERVICES REGARDING PROPERTY/LIABILITY INSURANCE MARKETING.**

WHEREAS, the Wayne City Council is desirous of entering into an agreement with Charlesworth & Associates, L.C., for risk management consulting services regarding property/liability insurance marketing; and

WHEREAS, a proposal has been requested and received from Charlesworth & Associates, L.C., for said risk management consulting services; and

WHEREAS, the total fee for said services is a sum not to exceed \$9,750.00; and

WHEREAS, staff recommendation is to accept the proposal of Charlesworth & Associates, L.C.

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 Charlesworth & Associates, L.C., for risk management consulting services regarding property/liability insurance marketing, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the Agreement for said professional services on behalf of the City.

PASSED AND APPROVED this 21<sup>st</sup> day of July, 2015.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**ENGAGEMENT LETTER FOR RISK MANAGEMENT CONSULTING SERVICES**  
**PROPERTY / LIABILITY INSURANCE MARKETING 01/01/2016**

The following is our firm's agreement to provide the City of Wayne, Nebraska professional consulting services.

AGREEMENT

This Engagement Letter submitted this \_\_\_\_\_ day of June, 2015, by Charlesworth & Associates, L.C. (hereinafter referred to as Charlesworth), confirms that the City of Wayne, Nebraska (hereinafter referred to as City) has solicited specific insurance consulting services and that Charlesworth is willing and qualified to provide those specific consulting services under the terms and conditions defined herein.

The agreement is intended as a complete and exclusive statement of terms, promises, representations, discussions, negotiations, communications and agreements, which have been made in connection with the subject service project.

**SERVICES TO BE PROVIDED**

Charlesworth will review risks to which the City is exposed and review existing insurance coverages and policy conditions, seek competitive insurance proposals utilizing an equitable and transparent process, and provide a professional analysis of the available options.

The project will include the following designated areas of Property & Liability risk:

- A) Property, Real & Business Personal
- B) Inland Marine
- C) Net Income / Extra Expense
- D) Commercial General Liability
- E) Public Official Liability
- F) Employment Practices Liability
- G) Law Enforcement Liability
- H) Automobile
- I) Excess Liability (if any)  
Crime / Bonds
- K) Workers' Compensation
- L) Ancillary Coverages (cyber liability, airport liability, etc.)

**PROCESS**

- A) A general risk management review will be conducted with City personnel, including current risk transfer programs, ongoing broker/insurer services, budgeting, etc. This will involve meetings with various Departments as well as a tour of City facilities.

- B) The selection of insurance agents who will receive the insurance RFP will be per City policies and procedures. Although we will provide sample language for any required public notice, publication and related expenses will be the responsibility of the City. We will discuss this issue in detail during our initial meeting, but find a pre-qualification of brokers with experience with Nebraska municipalities important in assigning insurers in order to provide the best possible proposals for the City's consideration.
- C) Formal Proposal Specifications will be prepared for the approved program within a time frame established in a formal project time-line. A draft copy of the RFP will be directed to the City's attention for review, soliciting any corrections, additions, or changes prior to sending to the insurance community.
- D) Insurance agents and/or brokers approved by the City will be provided copies of the RFP, including specific instructions as to the marketing discipline.
- E) A market assignment discipline will be conducted to assure market representation and prevent market duplication. We will discuss this important step during our initial meeting to assure that the process for assigning requested markets is transparent and equitable.
- F) Although the RFP will include detailed underwriting information, it should be anticipated that the City will need to assist in gathering additional data and completing insurance applications.
- G) ALL agency communications will be with Charlesworth & Associates, L.C. Participants will be advised that any contact directly with the City or Commission member (other than routine business from the incumbent agent), will be considered a violation of the RFP process and may result in disqualification.
- H) Target dates for receipt of proposals in the office of Charlesworth & Associates, L.C. will be determined and will be so noted in the specifications. The dates will be strictly enforced to assure ample time for management decision. If required by the City's procurement policy, proposals can be received at the City and include a public opening. This process can be discussed during our initial meeting.
- I) Upon receipt of proposals, a comprehensive spreadsheet will be prepared and presented to City management comparing coverage, conditions and cost features of each plan proposed. It is common for our firm to request clarification on numerous items. The first draft spreadsheet is typically available for review by City management approximately one week after receipt.
- .1) Subsequent to the spreadsheet review with management, any additional questions and clarifications will be resolved. The final spreadsheet along with a brief report outlining the project and results, will be available for distribution to the governing body.

- K) A representative of Charlesworth will be available to attend the City meeting in November to discuss any aspect of the marketing process and information provided.
- L) Once the City makes a decision, our office will order policies and notify all participants of the City's decision. Binders will be reviewed for accuracy.
- M) At the request of the City, a review will be made of all insurance contracts subsequent to issuance to confirm compliance with the specifications.

**ON SITE INVOLVEMENT**

The program will require **one (1)** meetings at the City. This will include interviews, site review, risk evaluation analysis/updates and fact-finding and will take about one-half day. A phone conference call, to be held during regular business hours, will be for the purpose of presenting the spreadsheet to City management, subsequent to the marketing discipline. As noted above, a representative of Charlesworth will be available to attend the City Commission meeting in November. However, there would be an additional fee.

**PROJECT TIME-LINE**

P&L MARKETING TIMELINE	Timeline
Charlesworth meets with City to begin review of current data; gather policy and loss information and insurance schedules. Discussion on public notice and/or agency pre-qualification process.	Week of July 6, 2015
Charlesworth prepares draft FtFP for Property & Liability insurance program for City review.	Monday, August 3, 2015
City & Charlesworth phone conference to go over RFP to make necessary modifications.	Monday, August 10, 2015
Charlesworth electronically directs RFP to brokers with insurance market assignments based on requests made by each brokerage firm.	Tuesday, August 11, 2015
Market Assignment requests due from Brokers and assignments made by City.	Friday, August 14, 2015
Proposals due at Charlesworth & Associates, L.C.	Friday, October 30, 2015
Summary spreadsheet prepared detailing coverage, condition and cost of each program offered. Present to City management via phone conference.	Friday, November 6, 2015
Council Packet Information finalized and distributed	Wednesday, November 11, 2015
City Commission Meeting	Tuesday, November 17, 2015

**OBJECTIVITY**

To insure objectivity, as well as professional competency, we act solely in an advisory capacity - NO INSURANCE IS SOLD. We do not participate in commissions from any insurance company, agent or broker; nor do we accept income from anyone other than our client.

**CONFIDENTIALITY**

Information obtained by Charlesworth & Associates, L.C. concerning the City and all other accounts including conversations, operations, its members, and records shall be deemed confidential information and shall not be disseminated or reproduced by Charlesworth & Associates, L.C. except as necessary to perform the terms of this project. •

Confidential information regarding general or specific market conditions that may be known to Charlesworth & Associates, L.C. will be held in confidence will not be available to the City. This provision for confidentiality does not extend to information or materials that are deemed public records. This provision shall survive the termination of the agreement.

**INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

City shall protect, defend, indemnify and hold harmless the Charlesworth & Associates, L.C., its agents and employees from and against all claims, actions, liabilities, losses and costs arising out of any actual or alleged negligence or other actionable fault of the City, its employees or agents; or any claims or actions brought against Charlesworth & Associates, L.C. arising from this project unless guilty of gross and wanton negligence.

**COST**

The TOTAL fee for the services outlined herein would be \$9,750.00. invoiced as noted herein.

Upon issuance of Property & Liability RFP to participating agents/brokers:	\$ 4,250.00
After November City Commission meeting:	\$ 5,500.00

There will be NO additional charges for travel, postage, printing, clerical or any other miscellaneous expenses. The only exception to this would be any charges made for any additional meetings requested by the City not outlined herein, which would be billed at \$125.00 per consultant hour (including travel), with a minimum of \$300 for evening meetings.

In witness whereof, City and Charlesworth have executed this agreement by their duly authorized representatives effective the date and year first written.

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City of Wayne, NE

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James Charlesworth, ARM  
CHARLES WORTH & ASSOCIATES, L.C.



CHARLESWORTH ASSOCIATES, LC

REFERENCES

Account	State	Business	Poplation	Contact	Position / Phone	Duration
Audrain Medical	MO	Hospital	NA	David Neuendorf	President / CEO 573.582.8106	Project 15+ yrs
Blue Springs	MO	City	53,885	Eric Johnson <a href="mailto:ejohnson@bluespringsgov.com">ejohnson@bluespringsgov.com</a>	City Administrator 816.228.0110	Project 2010
David City	NE	City	2,877		City Administrator 402.367.3135	Project 2014
Ft. Scott	KS	City	8,000	Jon Garrison <a href="mailto:jgarrison@fscity.org">jgarrison@fscity.org</a>	Finance Director	2013 to Present
Garden City	KS	City	26,658	Matt Allen <a href="mailto:mallen@garden-city.org">mallen@garden-city.org</a>	City Manager 620.276.1300	2000 to Present
Grandview	MO	City	24,881	Kirk Decker <a href="mailto:KDecker@ci.grandview.mo.us">KDecker@ci.grandview.mo.us</a>	Asst. City Manager 816.316.4804	Project 2010
Hastings	NE	City	24,788	Mr. Joe Patterson <a href="mailto:jpatterson@cityofhastings.org">jpatterson@cityofhastings.org</a>	City Administrator 402.461.2309	Project 2012 - pres.
Holdrege	NE	City	5,493	Mr. Bob Rager <a href="mailto:brager@cityofholdrege.org">brager@cityofholdrege.org</a>	City Administrator 308.995.8681	Project 2012 - pres.
Johnson County Community College	KS	College	20,000+	Tom Clayton <a href="mailto:tclayton@jccc.edu">tclayton@jccc.edu</a>	Risk Manager 913.469.2508	Projects 10+ yrs
KeyBank	PA	Commercial Lender	NA	Mary Ann Gripka <a href="mailto:mary_ann_a_gripka@keybank.com">mary_ann_a_gripka@keybank.com</a>	Vice President 913.317.4169	2003-2009
Kearney	NE	City	30,787	Mike Morgan <a href="mailto:mmorgan@kearneygov.org">mmorgan@kearneygov.org</a>	City Manager 308.233.3214	Projects 2009/10
LaVista	NE	City	16,129	Ms. Rita M. Ramirez <a href="mailto:rramirez@cityoflavista.org">rramirez@cityoflavista.org</a>	Assistant City Admin. 402.331.4343	Project 2012 - pres.
Lee's Summit	MO	City	91,364	Jackie Heanue <a href="mailto:Jackie.McCormickHeanue@cityofls.net">Jackie.McCormickHeanue@cityofls.net</a>	Asst. City Attorney 816.969.1401	Retainer 10+ yrs
Lenexa	KS	City	48,190	Cindy Harmison <a href="mailto:charmison@lenexa.com">charmison@lenexa.com</a>	City Attorney 913.477.7574	Retainer 2009
Liberal	KS	City	20,525	Chris Ford <a href="mailto:chrisford@cityofliberal.com">chrisford@cityofliberal.com</a>	Finance Director 620.626.0105	Projects 2007/10
Manhattan	KS	City	52,281	Cathy Harmes <a href="mailto:harmes@cityofmhk.com">harmes@cityofmhk.com</a>	Director of Human Resources 785.587.2440	Project 2012, 2013
McPherson	KS	City / BPU	13,155	Nick Gregory <a href="mailto:nickg@mcpcity.com">nickg@mcpcity.com</a>	City Administrator 620.245.2535	Retainer 20+ yrs



CHARLESWORTH ASSOCIATES, LC  
REFERENCES

Account	State	Business	Population	Contact	Position / Phone	Duration
Olathe Schools	KS	School District	28,000 Students	Merle Haster <a href="mailto:mhastertec@olatheschools.org">mhastertec@olatheschools.org</a>	Director of Business Services 913.780.8035	Retainer 10+ yrs
Olathe	KS	City	145,000	Vicki Webster <a href="mailto:VWebster@OLATHEKS.ORG">VWebster@OLATHEKS.ORG</a>	HR Compliance Manager 913.971.8723	2009 to Present
Overland Park	KS	City	173,372	Kristy Stallings <a href="mailto:kristy.stallings@opkansas.org">kristy.stallings@opkansas.org</a>	Deputy City Manager 913.895.6000	Retainer 30+ yrs
Papillion	NE	City	19,331	Mr. Dan Hoins <a href="mailto:dhoins@papillion.org">dhoins@papillion.org</a>	City Administrator 402.597.2000	Project 2012 - pres.
Pittsburg	KS	City	20,233	Jamie Clarkson <a href="mailto:JamieC@PITTKS.ORG">JamieC@PITTKS.ORG</a>	Asst. Finance Director 613.231.4100	Retainer 10+ yrs
PNC	PA	Commercial Lender	NA	Jeannette Butler <a href="mailto:jibutler@pnc.com">jibutler@pnc.com</a>	SVP, Asset Resolution Team 913.253.9661	2003-2012
Ponca City	OK	City	25,919	Tana McKinley <a href="mailto:citymanager@poncacityok.gov">citymanager@poncacityok.gov</a>	Asst. City Manager 580.767.0323	Project 2008
Reno County	KS	County	63,706	Gary Meagher <a href="mailto:gary.meagher@renogov.org">gary.meagher@renogov.org</a>	County Administrator 620.694.2929	2010 to Present
RGA	MO	Commercial Lender	NA	Lisa Grimes <a href="mailto:lgrimes@rgare.com">lgrimes@rgare.com</a>	Asst. General Counsel 636.736.7486	2009 to Present
Salina	KS	City	47,707	Nancy Schuessler <a href="mailto:nancy.schuessler@salina.org">nancy.schuessler@salina.org</a>	Risk Manager 785.309.5705	Retainer 10+ yrs
Salina Airport	KS	Airport Authority	NA	Tim Rogers <a href="mailto:trogers@salair.org">trogers@salair.org</a>	Executive Director 785.827.3914	2010 to Present
Seward	NE	City	6,964		City Administrator 402.430.3199	Project 2014
Shawnee Mission Schools	KS	School District	28,000 Students	Russell Knapp <a href="mailto:russknapp@smsd.org">russknapp@smsd.org</a>	Budget & Finance Mgr. 913.993.6200	Retainer 10 Years
Springfield	MO	City	160,660	Sheila Maerz <a href="mailto:smaerz@springfieldmo.gov">smaerz@springfieldmo.gov</a>	Director of Human Resources 417.864.1600	Project 2012
Stillwater	OK	City	45,688	Mary Rupp <a href="mailto:mrupp@stillwater.org">mrupp@stillwater.org</a>	Asst. City Manager 405.372.0025	Retainer 10+ yrs
York	NE	City	7,768	Tara Vasicek <a href="mailto:tvasicek@cityofyork.net">tvasicek@cityofyork.net</a>	City Administrator 402.363.2600	Project 2014

Additional references are available upon request.



**PROPERTY & CASUALTY INSURANCE BASE PREMIUM HISTORY**

LINES OF COVERAGE	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
Comprehensive General Liability	17,448	17,181	16,602	14,144	14,919	15,995	16,397	17,234	22,174	22,174
Public Officials E&O (Linebacker)	4,670	4,670	4,670	5,328	6,076	6,248	6,318	6,855	7,627	7,200
Property	48,198	36,725	42,746	42,949	48,323	48,121	62,890	64,523	73,327	86,116
Inland Marine	4,189	4,168	4,168	4,161	4,161	4,155	4,155	4,538	5,428	7,005
Automobile	17,176	16,654	17,139	15,800	16,589	17,976	19,142	21,780	29,554	31,727
Workers Compensation	88,563	95,641	93,515	107,840	98,439	72,732	65,952	74,544	72,407	79,022
Umbrella	16,457	15,170	14,057	11,568	11,616	11,522	12,035	15,785	18,701	18,749
Crime	964	906	906	884	880	887	887	858	858	773
Boiler										
Comm Output (Power Plant)	38,287	41,345	41,345	44,615	45,021	45,021	45,122	47,662	52,390	55,542
Total	\$235,952	\$232,460	\$235,148	\$247,289	\$246,024	\$222,657	\$232,898	\$253,779	\$282,466	\$308,308

**RESOLUTION NO. 2015-78**

**A RESOLUTION AMENDING SCHEDULE OF FEES AND CHARGES.**

WHEREAS, the City Council, by and through the City Code and as a matter of general policy, establish certain rates, fees and charges for purposes of raising operating revenue and covering costs.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Council of the City of Wayne, Nebraska, that the attached schedule of rates, fees and charges are hereby amended and the same shall, if not already in effect, become effective upon the passage and approval of this Resolution.

PASSED AND APPROVED this 21<sup>st</sup> day of July, 2015.

THE CITY OF WAYNE, NEBRASKA

By \_\_\_\_\_  
Council President

ATTEST:

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

## SCHEDULE OF FEES

	2015	
<b>Utility Deposits</b>		
Electric	\$	150.00
Water	\$	75.00
Sewer	\$	75.00
Reconnect Fees	\$	75.00
Overtime Rate	\$	100.00
<b>Bad Checks</b>	\$	50.00
<b>Dog License</b>	\$	6.00
<b>Fingerprints</b>	\$	20.00
<b>Vendor's Permit</b>	\$	25.00
<b>Vehicle Storage (Per Day Outside)</b>	\$	10.00
<b>(Per Day Inside)</b>	\$	25.00
<b>Impounded Vehicle</b>	\$	150.00
<b>Parking Fines:</b>		
Paid within first five days	\$	15.00
Paid between 6-15 days	\$	30.00
Paid after 15 days	\$	45.00
<b>Police Reports</b>		\$5.00 up to 6 pgs
<b>Copies</b>	\$	0.25
Color	\$	1.00
CAD Maps (24" wide)	\$	15.00
CAD Maps (36" wide)	\$	20.00
CAD Maps (42" wide)	\$	25.00
Digital Scan per page	\$	10.00
<b>Electronic Media (i.e. CD's)</b>		\$25.00
<b>Faxes (per page)</b>	\$	2.00
International Faxes (per page)	\$	6.00
<b>Clearing Snow and Ice (per hr w/ min. of 1 hr)</b>	\$	75.00
<b>Mowing (per hr w/ min. of 1 hr)</b>	\$	300.00
<b>Route Vendor</b>	\$	100.00
<b>Water/Sewer Hook-ups</b>		
Residential	\$	250.00
Commercial	\$	500.00

# SCHEDULE OF FEES

2015

<b>Well Permit Fee</b>		
Non-Domestic - over 100 gpm		200 + Engineering Fee
Domestic - less than 100 gpm		
<b>Excavation Permit</b>	\$	25.00
Annual Fee	\$	250.00
<b>Moving Permit</b>		
Primary	\$	200.00
Accessory	\$	50.00
<b>Razing Permits</b>		
Residential & Commercial	\$	75.00
Accessory Structures (includes garages)	\$	25.00
<b>Auditorium</b>		
Rental	\$	250.00
State Registered	\$	100.00
Youth	\$	35.00
North Meeting Room	\$	75.00
State Registered	\$	45.00
Breakfast/Lunch Mtgs	\$	45.00
Damage Deposit	\$	150.00
With Sound System	\$	200.00
<b>Library/Sr Center Mtg Rm</b>	\$	25.00
<b>Senior Center Rental</b>	\$	150.00
Damage Deposit	\$	150.00
<b>Fire Hall Rental</b>	\$	200.00
Damage Deposit	\$	200.00
<b>Pool</b>		
Family Ticket	\$	105.00
Pre-Season Discount	\$	95.00
Individual Ticket	\$	60.00
Pre-Season Discount	\$	55.00
Daily Admissions - Over 12	\$	5.00
Ages 6-12	\$	4.00
Age 5 and below	\$	3.00
Swimming Lessons	\$	35.00
Swimming Parties	\$	85.00

## SCHEDULE OF FEES

<b>Activity Center</b>	<b>2015</b>	
Family	\$	300.00
Adult Married Couple	\$	230.00
Single Adult	\$	170.00
Senior Married Couple	\$	110.00
Single Senior	\$	85.00
College		
Year	\$	120.00
9-months	\$	100.00
Semester	\$	70.00
Summer	\$	70.00
College Married Couple	\$	185.00
High School (Grades 9-12)	\$	100.00
Middle School (Grades 5-8)	\$	80.00
Elementary School (Grades K-4)	\$	65.00
Punch Card (10 visits)	\$	36.00
Punch Card (5 visits)	\$	24.00
<b>CORPORATE RATES</b>		
Family		
6 - 25 Members	\$	275.00
26+	\$	260.00
Adult Couple		
6 - 25 Members	\$	215.00
26+	\$	210.00
Adult Single		
6 - 25 Members	\$	160.00
26+	\$	150.00
Daily Admissions - 18 and Older	\$	4.26
17 and Under	\$	3.20
Family Day Pass	\$	10.65
<b>6 - Month Billing</b>		
Family	\$	44.75
Adult Married Couple	\$	34.58
Adult Single	\$	25.42
Senior Married Couple	\$	16.62
Senior Single	\$	12.46
College	\$	17.44
College Married Couple	\$	27.69
High School	\$	14.73
Middle School	\$	11.88

## SCHEDULE OF FEES

### 6 - Month Corporate Rates

2015

Family 6-25	\$	41.08
Family 26+	\$	39.21
Adult Married Couple 6-25	\$	31.96
Adult Married Couple 26+	\$	31.11
Adult Single 6-25	\$	23.53
Adult Single 26+	\$	22.13

### Locker Rentals (Annual)

Large	\$	35.00
Medium	\$	25.00
Small	\$	15.00

### Community Room (per hour)

Member	\$	20.00
Non-Member	\$	40.00

### Youth Center (per hour)

<b>Member</b>	<b>\$</b>	<b>20.00</b>
<b>Non-Member</b>	<b>\$</b>	<b>40.00</b>

### Gym Court Space

1/4 gym floor	\$25/Hr
1/2 gym floor	\$50/hr

### Gym Rental Rate (per day)

<b>Non-Profit</b>	\$250.00
<b>For Profit</b>	\$ 350.00

### Yoga (monthly)

<b>with Membership</b>	\$50
<b>without Membership</b>	\$75

### Weight Watchers (monthly)

\$117.36

### Personal Training

5 - day punch card	\$	70.00	Member
	\$	95.00	Non-Member
10 - day punch card	\$	130.00	Member
	\$	180.00	Non-Member
20 - day punch card	\$	240.00	Member
	\$	340.00	Non-Member

## SCHEDULE OF FEES

		<b>2015</b>		
<b>Introduction to Yoga</b>				
Single Class	\$	5.00	Member	
	\$	6.00	Non-Member	
10 punch card	\$	35.00	Member	
	\$	40.00	Non-Member	
<b>Summer Club</b>				
Individual Days	\$	20.00	Member	
	\$	25.00	Non-Member	
10 - day punch card	\$	180.00	Member	
	\$	230.00	Non-Member	
<b>Kids After School Program</b>				
<b>Individual Day</b>	\$	3.00	Member	\$ 5.00
	\$	5.00	Non-Member	\$ 7.00
<b>10 - day punch card</b>	\$	25.00	Member	\$ 45.00
	\$	45.00	Non-Member	\$ 65.00
<b>2:00 Dismissal</b>	\$	<b>9.00</b>	<b>Member</b>	
	\$	<b>14.00</b>	<b>Non-Member</b>	
<b>All Day (7 a.m. to 6 p.m. - only offered when no school)</b>	\$	<b>24.00</b>	<b>Member</b>	
	\$	<b>34.00</b>	<b>Non-Member</b>	
<b>Kids Drop-In Daycare</b>				
10 punch card	\$	25.00	Member	
	\$	45.00	Non-Member	
<b>Merchandise</b>				
Replacement ID Cards	\$	1.07		
Rec Sport T-Shirts	\$	12.00		
CAC T-Shirts	\$	12.78		
Accu-Measure	\$	15.92		
Padlocks	\$	5.01		
Pedometer	\$	5.33		
Copies	\$	0.25		
<b>Leagues</b>				
Co-Ed Dodgeball - per team	\$	75.00	Member	
	\$	100.00	Non-Member	
Co-Ed Volleyball - per team	\$	100.00	Member	
	\$	125.00	Non-Member	
Women's Volleyball - per team	\$	75.00	Member	
	\$	100.00	Non-Member	
Men's Slow Pitch - per team	\$	300.00		
Chicken Days Slow Pitch Tournament - per team	\$	150.00	Class D	
Chicken Days Slow Pitch Tournament - per team	\$	125.00	Class E	
<b>Personal Training</b>				
Personal Training Session - per hour	\$	15.00	Member	
Personal Training Session - per hour	\$	20.00	Non-Member	
Personal Training - 5 punch card	\$	70.00	Member	

## SCHEDULE OF FEES

Personal Training - 5 punch card	\$	95.00	Non-Member
Personal Training - 10 punch card	\$	130.00	Member
Personal Training - 10 punch card	\$	180.00	Non-Member
Personal Training - 20 punch card	\$	240.00	Member
Personal Training - 20 punch card	\$	340.00	Non-Member
Buddy Training Session	\$	20.00	Member
Buddy Training Session	\$	25.00	Non-Member
Buddy Training - 5 punch card	\$	95.00	Member
Buddy Training - 5 punch card	\$	120.00	Non-Member
Buddy Training - 10 punch card	\$	180.00	Member
Buddy Training - 10 punch card	\$	230.00	Non-Member
Buddy Training - 20 punch card	\$	340.00	Member
Buddy Training - 20 punch card	\$	440.00	Non-Member
Body Composition	\$	5.00	
Individualized Workout	\$	25.00	Member
Individualized Workout	\$	30.00	Non-Member

### Plan Review Fee (non-refundable)

1. Inspections outside of normal business hours; \$35 plus \$25/hour after first hour and expenses at actual cost.
2. Reinspections fees assessed under the provisions of Sec. 305(g), \$35 plus \$25/hour after first hour and expenses at actual cost.
3. Inspections for which no fee is specifically indicated; \$35 plus \$25/hour after first hour and expenses at actual cost.
4. Additional plan review required by changes, additions, or revisions to approve plans; \$35 plus \$25/hour after first hour and expenses at actual cost.
5. Inspections for Property Maintenance Code - \$35 plus \$25/hour after first hour and expenses at actual cost.

<b>Sidewalk</b>	\$	25.00
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### Property Maintenance Fees

Initial Code Complaint Inspection; \$35 plus \$25/ hour after first hour and expenses at actual cost

Final Inspection to Verify Compliance	\$	-
Failure to Meet 1st Notice Compliance Deadline	\$	300.00
Failure to Meet 2nd Notice Compliance Deadline	\$	300.00

<b>Driveway/Apron Cons. Permit</b>	\$	35.00
Plus Bond/Deposit		

### Zoning Regulation

Amendment Text	\$	100.00
Amendment District/Map	\$	200.00

<b>Variance Application (Board of Adjustment)</b>	\$	200.00
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<b>Use by Exception Application</b>	\$	200.00
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### Subdivision

Preliminary Plat	\$	100.00
Final	\$	200.00
Variance	\$	150.00

<b>Lot Split/Admin. Subdivision</b>	\$	150.00
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## SCHEDULE OF FEES

	2015	
<b>Meter Testing</b>		
Residential	\$	30.00
Non-Residential	\$	50.00
Specially Req. Bldg Inspect.	\$	30.00
<b>Garbage Haulers</b>		
Class A Permit	\$	400.00
Class B Permit	\$	30.00
<b>Special Designated Liquor Permits</b> (For Those without Catering License)		
	\$	40.00
<b>Plumber Permits</b>		
New	\$	100.00
Renewal	\$	50.00
<b>Electrician Permits</b>		
New	\$	100.00
Renewal	\$	50.00
<b>Pawnbroker Permit</b>	\$	50.00
<b>ATV &amp; Utility Vehicle Permit</b>	\$	75.00
<b>ATV &amp; Utility Vehicle Operator's Permit</b>	\$	25.00
<b>Occupation Taxes:</b>		
Telephone & Telecommunication		5%
Fireworks	\$	100.00
Natural Gas Companies		
Residential		\$4.00 per month
Commercial		\$7.00 per month
Industrial		\$50.00 per month
Utility Franchise Fees:		
Electric		10.50%
Water		8.00%
Sewer		7%
Hotel		5%
Alcoholic Liquors		
Non-Profit Class C		2x License Fee \$150
Special Designated Liquor Permits w/o a Catering License	\$	40.00
Cable		5%

<u>Rates</u>	<u>Member</u>	<u>Non-member</u>
<b>After School (3:30-6PM)</b>	\$5.00	\$7.00
<b>After School Punch Card</b> 10 Punches (3:30-6PM)	\$45.00	\$65.00
<b>2:00 Dismissal</b>	\$9.00	\$14.00
<b>All Day</b> (7AM-6PM) <b>*only offered when there is no school</b>	\$24.00	\$34.00

## School Year Information

### Activity Center provides:

#### Individual Days (from school dismissal-6pm):

Member: \$3

Nonmember: \$5

#### 10 Day Punch Card (punches are only used from school dismissal-6pm):

Member: \$25

Nonmember: \$45

#### 2:00 Dismissal:

Member: \$6

Nonmember: \$10

#### All Day (only offered when there is no school from 7am-6pm):

Member: \$15

Nonmember: \$25

- They do not have to come a minimum amount per week. They get to use their punches as they wish.
- That price includes being picked up from school (our ASP coordinator walks up to the school to get them and walks back down with them), a snack right away, time to finish homework before they go home, and free time either outside or in the gym

### Rainbow World provides:

- \$6 per day (from school dismissal-6pm)
- If it is an early out, they go to \$3 per hour for however long they are there that day
- They have to come a minimum of 3 days per week
- That price includes being picked up from school, snack and free time

### Norfolk YMCA provides:

	Member	Non-member
After School (3:15-6pm)	\$6	\$10
2:00 Dismissal (until 6pm)	\$9	\$14
11:30 Dismissal (until 6pm)	\$14	\$20
All Day (from 6am-6pm)	\$24	\$34

- The Y Club is provided at each elementary school that participates in the program, so after school gets out, the kids either go to school's designated spot for the program



Betty



July 9, 2015

Lowell Johnson, City Administrator  
City of Wayne  
PO Box 8  
Wayne, NE 68787

RE: Wayne, Nebraska  
2015 Wayne Storm Shelter  
JEO Project No. 140948

Dear Lowell:

Enclosed are three copies of Application for Payment No 2 for the above referenced project. The project continues to move forward and appears on schedule. The application includes requests for payment for concrete walls, decking, and some stored materials. We recommend approval of payment in the amount of \$42,794.00 to OCC Builders Inc. The City should also check with the grant administrator prior to payment to make sure payrolls are current.

JEO is up to date on shop drawing review and city staff is reviewing the construction. Today we did review the decking installation and took photos of the project.

If you have any questions, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink that reads 'Roger S. Protzman'.

Roger S. Protzman, PE  
Senior Project Engineer

RSP:skw  
Enclosure

Pc: Northeast Nebraska Economic Development District  
Otte Construction Company

140948LTR070915a.docx

## Application and Certificate for Payment

TO OWNER: CITY OF WAYNE  
 306 PEARL STREET  
 WAYNE, NE 68787

PROJECT: 2015 WAYNE STORM SHELTER  
 5TH & WALNUT STREETS

APPLICATION NO: 2  
 PERIOD TO: 6/2/2015

FROM CONTRACTOR: OCC BUILDERS, LLC.  
 521 S. Centennial Road  
 Wayne, NE 68787

VIA ARCHITECT: JEO CONSULTING GROUP, INC.  
 2700 FLETCHER AVENUE  
 LINCOLN, NE 68504

CONTRACT FOR: ARCHITECT: JEO CONSULTING GROUP, INC.  
 CONTRACT DATE: / /  
 PROJECT NOS: 13-CIS-106 /

Distribution to:  
 OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 179,407.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 179,407.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 98,023.00

5. RETAINAGE:
  - a. 10 % of Completed Work (Columns D + E on G703) ..... \$ 9,804.00
  - b. 10 % of Stored Material (Column F on G703) ..... \$ 0.00

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 9,804.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 88,219.00  
 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 45,425.00  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 42,794.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) ..... \$ 91,188.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: OCC BUILDERS, LLC.  
 By: Tah N Date: 7/2/15  
 State of: NE  
 County of: Wayne  
 Subscribed and sworn to before me this 2 day of July, 2015



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 42,794.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: JEO CONSULTING GROUP, INC.  
 By: Jean A. Sturm Date: 7/9/15  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

APPLICATION NO: 2  
 APPLICATION DATE: 6/2/2015  
 PERIOD TO:  
 ARCHITECT'S PROJECT NO: 13-CIS-106

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)							
1	General Conditions & Start-up	6,255	6,255	0	0	0	6,255	100%	0	626
2	Demolition & Earthwork	9,345	8,345	0	0	0	8,345	89%	1,000	835
3	Soils Testing ALLOWANCE	2,000	0	540	540	0	540	27%	1,460	54
4	Reinforcing Materials	7,620	7,620	0	0	0	7,620	100%	0	762
5	Concrete Ftg's & ICF Walls	35,910	24,233	11,677	11,677	0	35,910	100%	0	3591
6	Structural Steel & Decking	14,130	0	12,930	12,930	0	12,930	92%	1,200	1293
7	Concrete Floors, Stoops, & Lid	8,340	0	5,755	5,755	0	5,755	69%	2,585	576
8	Exterior Concrete Paving	3,130	0	0	0	0	0	0%	3,130	0
9	Concrete Testing ALLOWANCE	1,000	0	373	373	0	373	37%	627	37
10	Wood Framing & Sheathing	6,435	0	0	0	0	0	0%	6,435	0
11	FRP Paneling	9,790	0	0	0	0	0	0%	9,790	0
12	Doors, Frames, & Hardware	16,310	0	0	0	0	0	0%	16,310	0
13	Escape Hatches	5,770	0	2,885	2,885	0	2,885	50%	2,885	289
14	Louvers	3,755	0	3,200	3,200	0	3,200	85%	555	320
15	Toilet Partitions & Accessories	5,025	0	610	610	0	610	12%	4,415	61
16	Plumbing & Fixtures	26,427	2,520	5,860	5,860	0	8,380	32%	18,047	838
17	Electrical & Fixtures	17,535	1,500	3,720	3,720	0	5,220	30%	12,315	522
18	Seeding & Sodding	630	0	0	0	0	0	0%	630	0
		179,407	50,473	47,550	47,550	0	98,023	55%	81,384	9,804

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G703-1992



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