

AGENDA
CITY COUNCIL MEETING
June 20, 2017

1. [Approval of Minutes – May 30, 2017 and June 6, 2017](#)
2. [Approval of Claims](#)

The City Council will be hearing public comments on the following agenda items: _____

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 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. [Mayoral Appointment of Wes Blecke as Assistant City Administrator from July 1, 2017 to July 31, 2017](#)
4. [Mayoral Appointment of Wes Blecke as City Administrator as of August 1, 2017](#)
5. [Resolution 2017-51: Approving City Administrator Employment Agreement](#)
6. [Consideration and Action on Recommendation of Bryce Meyer, Recreation Director, and Cassie Gubbels, Pool Manager, to set a policy/rule that children must be 8 years of age or older to be at the pool unaccompanied by an adult, and children 7 years and younger must be accompanied by a family member/babysitter 16 years or older at all times \(in the water and out of the water\)](#)

Background: The lifeguards are concerned about the safety of kids in the 5-7 age range being dropped off by themselves or coming with an older sibling in the 10-12 age range, and then the older sibling joining friends and not paying attention to them. This is a complicated grey area, because no safety policy can really fit the wide range of skill levels of young swimmers. Cassie Gubbels, Pool Manager, and Bryce, Recreation Director, have provided a recommendation below and have asked us for a written policy on age limit for unattended swimmers so they have clear guidance and authority.

Recommendation: Kids have to be 8 and older to be at the Community Activity Center by themselves. The pool is a greater liability and potentially a greater risk for serious injury or death. The recommendation of Cassie and Bryce is to require kids to be 8 and older to be at the pool unaccompanied. Kids 7 and younger would have to be accompanied at all times (in the water and out) by a family member/babysitter who is 16 years of age or older.

7. [Resolution 2017-52: Approving Agreement with Providence Medical Center for Ambulance Services](#)

Background: This Resolution would approve the attached agreement suggested by the Mayor at the May 30th special joint meeting of the Wayne City Council, the Wayne Rural Fire District Board, and the Providence Medical Center Board.

8. **Public Hearing: Redevelopment Plan for the “Crown II Housing Project”**
(Advertised Time: 5:30 p.m.)

Background: This plan, if the project is constructed by the developer, will provide \$400,000 in TIF funds to the developer for the purchase of property, water, sewer and street improvements for 15-workforce housing rent-to-own homes, 6 market rate homes, a market rate apartment project with garages, and a privately operated day care. Rob Woodling, the developer of the Crown Homes, will be here to answer any questions about the project.

9. **Resolution 2017-53: Approving a Redevelopment Plan as Contained in a**
Redevelopment Contract (Crown II Housing Project)

Recommendation: The recommendation of the Planning Commission is to approve the Plan/Contract.

10. **Public Hearing:** To consider the Planning Commission’s recommendation on the “Beaumont First Addition to the City of Wayne, Wayne County, Nebraska, Final Plat” (Advertised Time: 5:30 p.m.)

Background: A copy of the plat is attached and was approved by the Planning Commission. The Subdivision Agreement for this will be on the July 6th agenda.

11. **Resolution 2017-54: Approving the “Beaumont First Addition to the City of**
Wayne, Wayne County, Nebraska Final Plat”

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

12. **Public Hearing:** To consider the Planning Commission’s recommendation regarding the Wayne Comprehensive Plan (Advertised Time: 5:30 p.m.)

Background: This document was prepared by the Comprehensive Plan Citizens’ Committee and Hannah:Keelan Associates, P.C.

13. **Ordinance 2017-21: Adopting the Wayne Comprehensive Plan**

Recommendation: The recommendation of the Planning Commission, after their public hearing, was to approve this Comprehensive Plan.

14. **Public Hearing:** To Consider the Planning Commission’s recommendation in regard to amending the Wayne Municipal Code Section 152.139 Parking Regulations, specifically off-street parking requirements. The applicant, the City of Wayne, seeks the request to modernize the requirements and allow for shared spaces.

Background: This relaxes our current number of parking spaces required for commercial business in some situations where there is a daytime demand for parking in a location and a separate nighttime demand for parking in the same area. It can reduce the need to develop two side-by-side parking lots or reduce the size of one of them.

15. [Ordinance 2017-22: Amending Wayne Municipal Code Title XV Land Usage, Chapter 152 Zoning \(Supplementary District Regulations\), Section 152.139 Parking Regulations \(specifically off-street parking requirements\)](#)

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

16. [Resolution 2017-55: Approving OneLibrary Consortium Agreement](#)

Background: The attached agreement allows Wayne to make use of new technology at a shared cost that will provide a wide access of information to our users.

Recommendation: The recommendation of Lowell Johnson, City Administrator, and Lauran Lofgren, Library Director, is to approve the agreement.

17. [Ordinance 2017-17: Rezoning Property from I-1 Light Industrial and Manufacturing to R-2 Residential — Lot 1 of the Giese Addition and Tax Lots 31 & 39 in Part of the N ½ of the SE ¼ of Section 13, Township 26N, Range 3E \(Third and Final Reading\)](#)

18. [Ordinance 2017-19: Creating Water Extension District No. 2017-01 – Beaumont Event Center Project \(Third and Final Reading\)](#)

19. [Ordinance 2017-20: Amending Wayne Municipal Code Title V Public Works, Chapter 53 Water Division, Sec. 53.038 Approval \(Second Reading\)](#)

20. [Ordinance 2017-23: Amending Wayne Municipal Code Title III Administration, Chapter 34 City Organizations, by adding Section 34.06 Community Redevelopment Authority \(CRA\)](#)

Background: The CRA was originally organized by the City Council as a Community Development Agency with the Mayor and Council serving as the board. A later City Council reorganized the CDA into a CRA, with two City Councilmembers and the Mayor serving on the CRA board. The purpose was to give an arms' length authority to the CRA in future business development projects. This amendment takes that further and reduces the number of city officials on the board to the Mayor and one Councilmember.

21. [Action on Pay Estimate No. 1 for the “West Inner and East Inner Conversion Electric Distribution Project” in the amount of \\$53,685.94 to Karian Peterson Powerline Contracting, LLC](#)

Background: This is for work completed on our large electric power line conversion to underground project, which was done in accordance with our contract and approved for payment by the project engineer.

22. **Resolution 2017-56: Approving Community Development Block Grant Program 2nd Amendment to Contract No. 14-CIS-006 between the City of Wayne and the Nebraska Department of Economic Development (Extending termination date from 5/1/17 to 11/1/17 and amending the Sources and Uses of Funds**

23. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
May 30, 2017**

The Wayne City Council met in a joint meeting at City Hall on Tuesday, May 30, 2017, at 7:00 o'clock P.M., with members of the Providence Medical Center Board as well as the Rural Fire District Board. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Rod Greve, Jennifer Sievers, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Cale Giese, Jon Haase and Nick Muir.

Those present from Providence Medical Center were: Jim Frank, CEO, and Board Members Galen Wiser, Karen Harrington, Richard Brandow and Eric Knutson.

Those present from the Rural Fire District were: Brian Ruwe, Mark Niemann and Dave Zach.

Notice of the convening meeting was given in advance by posting in three places on May 26, 2017, 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.

The purpose of said meeting was to discuss the ambulance service and funding for the same for the City and County of Wayne. The City received notice from Providence Medical Center of its intent to end the ambulance service if additional funding is not received. The amount being requested at this time is \$75,000 to help with not only the purchase of a new ambulance, but also for operations of the service.

It was noted that 80-85% of the ambulance calls are within city limits and 15-20% are outside city limits. With that in mind, Mayor Chamberlain offered the following proposal based on a contribution of \$75,000 at 80% the first year, and 12% thereafter for 2 years:

2017/2018	\$51,000
2018/2019	\$57,120

2019/2020 \$63,975

Also proposed was to go forward after year three with a 2-3% increase.

The Rural Fire District, through its President, Brian Ruwe, stated they are a "Fire District" and do not have anything to do with ambulance service. They did not feel they were under any obligation to help fund the ambulance service.

Administrator Johnson advised everyone that other Fire Districts pay costs for providing ambulance service, and he computed that the cost for those in Wayne County or in the Rural Fire District would be approximately \$.20 per acre with what is proposed. It was also noted that the Rural Fire District could ask the County Commissioners for funding as part of their annual budget request.

Also discussed during the meeting was the hiring of an ambulance service for the City and/or having the ambulance service run by the Wayne Volunteer Fire Department.

There being no further discussion, the meeting adjourned at 8:35 .m.

**MINUTES
CITY COUNCIL MEETING
June 6, 2017**

The Wayne City Council met in regular session at City Hall on Tuesday, June 6, 2017, 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, Nick Muir and Jason Karsky; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmembers Jennifer Sievers, Matt Eischeid and Jill Brodersen.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on May 25, 2017, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Councilmember Haase made a motion, which was seconded by Councilmember Greve, whereas, the Clerk has prepared copies of the Minutes of the meeting of May 16, 2017, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers, Eischeid and Brodersen, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ALDERSON, MARY, RE, 209.96; ALL-AMERICAN PUBLISHING, SE, 149.00; ALTONA FINISHING, SE, 6372.08; AMAZON.COM, SU, 637.16; AMERICAN BROADBAND, SE, 2471.63; AMERITAS, SE, 72.00; AMERITAS, SE, 56.54; AMERITAS, SE, 84.44; AMERITAS, SE, 2276.74; APPEARA, SE, 108.95; BARENTO, ROBA, RE, 80.43; BENDER, RACHEL, RE, -205.69; BLACK HILLS ENERGY, SE, 443.10; BLEIL, AARON, RE, 107.06; BLUE CROSS BLUE SHIELD, SE, 36892.75; BOARDERS INN & SUITES, SE, 1308.00; BOMGAARS, SU, 4.79; BREEN, KEENAN, RE, 230.66; BROGIE, ED, SE, 1250.00; BROWN SUPPLY, SU, 252.38; BSN SPORTS, SU, 405.40; C. H. GUERNSEY & CO, SE, 3668.71; CARHART LUMBER, SU, 731.92; CENTURYLINK, SE, 416.61; CHRISTIAN CHINCHILLA, RE, 222.89; CITY EMPLOYEE, RE, 89.85; CITY EMPLOYEE, RE, 20.80; CITY EMPLOYEE, RE, 2565.36; CITY EMPLOYEE, RE, 3125.82; CITY EMPLOYEE, RE, 16.25; CITY OF WAYNE, PY, 90637.27; COMMUNITY HEALTH, RE, 3.00; CONSOLIDATED MANAGEMENT CO, SE, 8.74; D & K PRODUCTS, SU, 1252.65; DAS STATE ACCTG-CENTRAL FINANCE, SE, 71.16; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DAVID LEE, RE, 100.00; DEARBORN NATIONAL LIFE, SE, 113.52;

DEMCO, SU, 86.64; DGR & ASSOCIATES, SE, 4752.26; DITCH WITCH OF OMAHA, SU, 408.66; DONALD SIMMONS, RE, 50.00; DUIN, GRANT, RE, 92.25; DUNCAN & ALLEN, SE, 3405.00; DURHAM, NICHOLAS, RE, 137.25; DUTTON-LAINSON, SU, 682.68; DVORAK, DEVON, RE, 300.00; DYLAN ELLIS, RE, 199.36; EAKES OFFICE PLUS, SE, 1053.24; ECHO GROUP, SU, 157.52; ED. M FELD EQUIPMENT, SU, 120.70; ELECTRONIC ENGINEERING, SU, 86.00; FAITH REGIONAL PHYSICIAN SERV., SE, 30.00; FASTENAL, SU, 866.20; FIRE CATT, LLC, SE, 4226.80; FIRST CONCORD GROUP, SE, 2748.44; FLOOR MAINTENANCE, SU, 890.51; GERHOLD CONCRETE, SU, 1243.43; GOMEZ, IGNACIO, RE, 63.51; GRADO, JANET, RE, 93.36; GRASS, JACOB, RE, 64.23; GROSSENBURG IMPLEMENT, SU, 205.15; HAASE, JON, RE, 500.00; HAGEMANN, REBECCA, RE, 207.17; HANSEN, RONALD, RE, 86.23; HARDING, GRANT, RE, 180.39; HAWKINS, INC, SU, 4776.52; HEARTLAND FIRE PROTECTION, SE, 836.75; HOLDSWORTH, CONNER, RE, 69.12; HOMETOWN LEASING, SE, 412.86; HOSE AND HANDLING INC, SU, 2320.35; HRNCHIR, CHELCEE, RE, 98.93; HULSENBUSCH, BRITTANY, RE, 116.82; ICMA, SE, 9374.97; IRS, TX, 200.00; IRS, TX, 744.00; IRS, TX, 12237.12; IRS, TX, 174.02; IRS, TX, 3422.24; IRS, TX, 14633.48; JANZEN, BETHANY, RE, 64.36; JEFF PAUSTIAN, RE, 100.00; JENNIFER THOMAS, RE, 500.00; JEO CONSULTING GROUP, SE, 1492.50; JESSICA BOLLES, RE, 10.00; JILL BESSMER, RE, 150.00; JOHNSON, TAYLOR, RE, 13.44; JURICH, GREGORY, RE, 129.13; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KELLY SUPPLY, SU, 161.08; KLEINSCHMIT, KAYLYN, RE, 87.38; KOCH, TAYLOR, RE, 191.02; KRAJICEK, MEGHAN, RE, 118.15; KRIZ-DAVIS, SU, 8478.74; KYLE STUCKLIK, RE, 35.25; LANGSCHWAGER, SAMANTHA, RE, 98.67; LAURA FRANKLIN, RE, 39.58; LUZUM, JACLYN, RE, 163.08; MARK MCCORKINDALE, RE, 100.00; MATT PARROTT, SU, 741.50; MCCARTHY, ERIC, RE, 94.57; MCLAURY ENGINEERING, SE, 9527.25; MES-MIDAM, SU, 971.37; MEURET, PATRICK, RE, 212.76; MILLS, KELSA, RE, 199.71; MONAHAN, PHILLIP, RE, 178.57; NNEDD, SE, 4851.66; NAPA OF WAYNE, SU, 131.09; NATE TEMME, RE, 207.27; NE AIR FILTER, SU, 227.79; NE DEPT OF REVENUE, TX, 4007.15; NE DEPT OF REVENUE, TX, 106.78; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 127.00; NEARY, NATHAN, RE, 119.95; NICK VANHORN, RE, 193.51; NIEDERKLEIN, MICHAELA, RE, 83.34; NIELSEN, LEVI, RE, -8.67; NNPPD, SE, 12579.22; NNPPD, SE, 13667.91; NOVA FITNESS EQUIPMENT, SU, 3146.00; NWOD, FE, 15.00; OAKSTONE PUBLICATIONS, SE, 252.45; PARRY, BRENT, RE, 104.97; PENRO CONSTRUCTION, SE, 18341.96; PURVIANCE, DREW, RE, 40.95; REHAB SYSTEMS, SE, 2897.70; ROACH, SKYLER, RE, 71.45; ROBINSON, DYLAN, RE, 130.21; RODRIQUEZ, CARLOS, RE, 155.97; RON'S RADIO, SE, 150.00; ROTH, HEIDI, RE, 115.13; SANDY BROWN, RE, 284.99; SCHAEFER, JENNIFER, RE, 4.10; SCHILDT, MEGHAN, RE, 111.38; SCHROEDTER, JARED, RE, 233.15; SCHROPP, ALYSSA, RE, 122.84; SHEARS, MARCUS, RE, 148.70; SHERRY CONTRERAS, RE, 35.00; SHIPE, KELSEY, RE, 59.51; SIEVERS, TOM, RE, 100.00; SIOUX CITY WINNELSON, SE, 39.26; SMITH, ALEXANDER, RE, 125.04; SPIEKER, PAIGE, RE, 300.00; SPRUNK, TAYLOR, RE, 300.00; STADIUM SPORTING GOODS, SE, 893.00; STAPLES ADVANTAGE, SU, 356.14; STATE NEBRASKA BANK, RE, 109.17; THE WALLING COMPANY, SU, 32.91; TYLER TECHNOLOGIES, SE, 2700.43; ULINE, SU, 222.23; UNITED WAY, RE, 5.00; VERIZON, SE, 92.89; VIAERO, SE, 223.03; VON SEGGERN, AARON, RE, 123.58; WATER ENVIRONMENT FEDERATION, FE, 148.00; WATSON LABEL PRODUCTS, SU, 196.06; WAYNE COMMUNITY SCHOOLS, RE, 3635.00; WAYNE FIREWORKS COMMITTEE, RE, 2000.00; WAYNE HERALD, SE, 18.00; WAYNE HERALD, SE, 102.00; WEIS, SETH, RE, 110.53; WESCO, SU, 18722.86; WIDNER, JOSH, RE, 190.01; WILLIAM MELENA, RE, 100.00; WOOD, MATTHEW, RE, 24.76; ZEISS, JALYN, RE, 300.00; AMBER KUMMER, SE, 532.52; BARONE SECURITY SYSTEMS, SE, 2331.42; BATENHORST, RYAN, RE, 120.58; BENDER, RACHEL, RE, 205.70; BOMGAARS, SU, 1255.21; CARHART LUMBER CO, SU, 390.60; CHARTWELLS, SE, 4548.25; CITY EMPLOYEE, RE, 245.40; CITY EMPLOYEE, RE, 148.61; COPY WRITE, SE, 130.28; DAVE'S

DRY CLEANING, SE, 99.00; EAKES OFFICE PLUS, SE, 213.00; EFFERDING, CHEYENNE, RE, 300.00; GROSSENBURG IMPLEMENT, SU, 176.67; GUARANTEE ROOFING, SE, 40653.58; HUBBARD, BETH, RE, 300.00; JACK'S UNIFORMS, SU, 222.80; JENSEN, TAYLOR, RE, 265.88; JOHNSON, TAYLOR, RE, 189.26; KTCH, SE, 644.00; LUTT OIL, SU, 4990.12; MAYO, JESSE, RE, 138.11; MILLER LAW, SE, 5048.70; NAPA OF WAYNE, SU, 110.49; NE LAW ENFORCEMENT, FE, 50.00; NE PLANNING & ZONING ASSOC, FE, 190.00; ONE CALL CONCEPTS, SE, 113.79; PLUNKETT'S PEST CONTROL, SE, 100.15; QUALITY FOOD, SE, 166.85; QUALITY FOOD, SU, 22.36; STADIUM SPORTING GOODS, SE, 16.00; STAPLES ADVANTAGE, SU, 119.34; UNITED INDUSTRIES, SU, 334.21; US BANK, SU, 3095.09; WALLACE, ELIZABETH, RE, 150.00; WAED, SE, 7216.66; WAYNE SOFTBALL ASSOCIATION, RE, 1500.00; WESCO, SU, 2808.75; WAPA, SE, 18450.85

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

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

Councilmember Eischeid arrived at 5:35 p.m.

Mayor Chamberlain advised the Council that he received Nick Muir's resignation as Councilmember for Ward 1.

Councilmember Muir advised the Council that since he is building a new home in Ward 4 and has moved out of Ward 1, he can no longer represent his constituents in Ward 1.

In addition, he stated he would like to keep serving on the Community Redevelopment Authority, but the ordinance would need to be amended to reduce Council representation to one person and increase the at-large positions to three.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to accept the resignation of Nick Muir as 1st Ward Councilmember. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent and Councilmember Muir who abstained, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, declaring a notice of vacancy in Ward One and authorizing the City Clerk to publish notice regarding the same. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried.

Phil Monahan advised the Council that he was appointed the Fire Chief by the Wayne Volunteer Fire Department for the upcoming year.

Councilmember Eischeid made a motion, which was seconded by Councilmember Karsky, approving the appointment of Phil Monahan as Fire Chief. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would approve a Consulting Services Agreement Addendum with C. H. Guernsey & Company, by which they would provide options and information on connecting to the Southwest Power Pool and financing options for generation replacement. This does not create any obligation for the City.

Councilmember Giese introduced Resolution 2017-50, and moved for its approval; Councilmember Greve seconded.

RESOLUTION NO. 2017-50

A RESOLUTION APPROVING CONSULTING SERVICES AGREEMENT
ADDENDUM WITH C. H. GUERNSEY & COMPANY.

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

Mayor Chamberlain advised the Council that he was tabling action on the Resolution on the Agreement with Providence Medical Center at the request of Jim Frank, Providence Medical Center Administrator. It will be brought back at the next Council meeting for consideration.

Councilmember Giese introduced Ordinance No. 2017-10, and moved for approval of the third and final reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2017-10

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WAYNE AND EXTENDING THE CORPORATE LIMITS IN THE NORTHEAST QUADRANT OF THE CITY OF WAYNE TO INCLUDE SAID REAL ESTATE.

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

Councilmember Eischeid introduced Ordinance 2017-11 and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2017-11

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, CREATING A STREET IMPROVEMENT DISTRICT WITHIN THE CITY OF WAYNE TO BE KNOWN AS STREET IMPROVEMENT DISTRICT NO. 2017-01; DEFINING THE BOUNDARIES OF SAID DISTRICT AND PROPERTY CONTAINED THEREIN; AND, PROVIDING FOR THE CONSTRUCTION OF IMPROVEMENTS THEREIN.

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

Councilmember Eischeid introduced Ordinance 2017-12 and moved for approval of the third and final reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2017-12

AN ORDINANCE CREATING SANITARY SEWER EXTENSION DISTRICT NO. 2017-01 OF THE CITY OF WAYNE, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS OF SEWER MAINS AND SEWER LINES WITHIN SAID DISTRICT; AND REFERRING TO PLANS AND SPECIFICATIONS AND COST ESTIMATES AS PREPARED BY THE ENGINEER IN CONNECTION THEREWITH AND ON FILE WITH THE CITY CLERK.

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

Councilmember Eischeid introduced Ordinance 2017-13 and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2017-13

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, PROHIBITIONS AND ENFORCEMENT, SECTION 78-13 STOP SIGN LOCATIONS; WEST OF MAIN STREET, SOUTH OF SEVENTH STREET; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Eischeid introduced Ordinance 2017-14 and moved for approval of the third and final reading thereof; Councilmember Haase seconded.

ORDINANCE NO. 2017-14

AN ORDINANCE AMENDING TITLE VII TRAFFIC CODE, PROHIBITIONS AND ENFORCEMENT, SECTION 78-212 SPEED; MAXIMUM; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Greve introduced Ordinance No. 2017-17, and moved for approval of the second reading thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2017-17

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY LEGALLY DESCRIBED AS LOT 1 OF THE GIESE ADDITION AND TAX LOTS 31 AND 39 IN PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 3, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, FROM I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT TO R-2 RESIDENTIAL DISTRICT.

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

Councilmember Eischeid introduced Ordinance 2017-19 and moved for approval of the second reading thereof; Councilmember Greve seconded.

ORDINANCE NO. 2017-19

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, CREATING A WATER EXTENSION DISTRICT WITHIN THE CITY OF WAYNE TO BE KNOWN AS WATER EXTENSION DISTRICT NO. 2017-01; DEFINING THE BOUNDARIES OF SAID DISTRICT AND PROPERTY CONTAINED THEREIN; AND, PROVIDING FOR THE CONSTRUCTION OF IMPROVEMENTS THEREIN (BEAUMONT EVENT CENTER PROJECT).

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

Administrator Johnson stated the following Ordinance would amend Wayne Municipal Code, Section 53.038 Approval by adding the following language:

§ 53.038 APPROVAL.

All supply pipes, service pipes, stopboxes, water meters, remote meter readouts and other required meter apparatus shall be approved as to quality by the Water Commissioner or his or her authorized agent. **No valves, tees, take-offs or any other connections are allowed between the curbstop box and the city water meter.**

Councilmember Eischeid introduced Ordinance 2017-20 and moved for approval thereof; Councilmember Giese seconded.

ORDINANCE NO. 2017-20

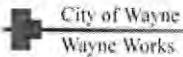
AN ORDINANCE AMENDING TITLE V PUBLIC WORKS, CHAPTER 53 WATER SYSTEM, SECTION 53.038 APPROVAL; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Councilmember Giese made a motion, which was seconded by Councilmember Greve, approving the job description and authorizing the City Clerk to begin advertising for the Finance Director position. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, to select an alternate date for the first Council meeting in July (which falls on July 4th), to Thursday, July 6th. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried and the meeting adjourned at 5:57 p.m.



Vendor	Payable Description	Payment Total
AM CONSERVATION GROUP, INC.	LED NIGHTLIGHT	1,169.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	66.63
AMERITAS LIFE INSURANCE	POLICE RETIREMENT EMPLOYEE DONATION	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,639.14
AMERITAS LIFE INSURANCE	POLICE RETIREMENT PERCENT	118.12
AMOT	PRESSURE SENSING VALVE	697.28
APPEARA	LINEN & MAT SERVICE	178.70
BAKER & TAYLOR BOOKS	BOOKS	726.80
BARONE SECURITY SYSTEMS	FIRE SPRINKLER INSPECTION JUN-AUG 17	138.00
BELL, MEGAN	UTILITY REFUND	233.39
BERCK, AUSTIN	UTILITY REFUND	6.85
BINSWANGER GLASS	CLERK'S OFFICE GLASS WINDOW/DOOR HANDLE	8,556.37
BLACK HILLS ENERGY	GAS BILL	29.08
BORER, DANIELLE	UTILITY REFUND	241.13
BRADFIELD, JOSI	UTILITY REFUND	55.84
BRIDGEFORD, CODY	UTILITY REFUND	140.51
BRINER, WAYNE	BUILDING PERMIT DEPOSIT REFUND	100.00
BROWN SUPPLY CO	ELBOW	145.33
CARROLL DISTRIBUTING	ALL CUT FIRE RESCUE SAW	272.55
CARROT-TOP INDUSTRIES	FLAGS/RING	320.35
CHAIRES, DANIEL	UTILITY REFUND	11.35
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	3,880.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,016.47
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	232.99
CITY OF WAYNE	PAYROLL	84,881.89
CLARITUS, INC.	INK CARTRIDGE	92.80
CLEARY, JOSEPH	UTILITY REFUND	81.44
COMMUNITY HEALTH	HEALTH CHARITIES	3.00
CONNEALY, ELIZABETH	UTILITY REFUND	40.97
COPY WRITE PUBLISHING	LIBRARY SHIPPING SUPPLIES	25.00
CUMMINS CENTRAL POWER, LLC	PREVENTATIVE MAINTENANCE ON GENERATORS	2,827.54
DARYL G LAMBERT	FIRE RESCUE CLASS REIMBURSEMENT	1,165.25
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	71.16
DUBBS, TREY	UTILITY REFUND	91.38
DUTTON-LAINSON COMPANY	PORCELAIN HOUSING./FILLER KIT	9,430.98
EASYPERMIT POSTAGE	POSTAGE	1,891.44
ELECTRICAL ENGINEERING & EQUIPMENT	THERMOSTAT	314.55
ELLIS HOME SERVICES	REPLACE FLUSH VALVE	320.28
FASTENAL CO	BOLTS/NUTS/WASHERS	32.43
FERREIRA, RICHARD	UTILITY REFUND	129.76

Vendor	Payable Description	Payment Total
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	173.98
FLY, NICHOLAS	UTILITY REFUND	41.94
FREDRICKSON OIL CO	TIRE REPAIR/KEROSENE	45.52
GEHRING, ANTHONY	UTILITY REFUND	86.77
GERHOLD CONCRETE CO INC.	CONCRETE/ROAD GRAVEL	2,756.75
GILL HAULING, INC	SANITATION SERVICE	170.50
HAWKINS, INC	POOL CHEMICALS	736.49
HEARD, DOUGLAS A	UTILITY REFUND	37.32
HEIDI CLAUSSEN	SWIM LESSON REFUND	35.00
HTM SALES INC	LIFT STATION PUMP REPAIR	2,680.57
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	9,493.13
INGRAM LIBRARY SERVICES	BOOKS	914.84
IRS	FEDERAL WITHHOLDING	13,528.54
IRS	FICA WITHHOLDING	14,761.54
IRS	MEDICARE WITHHOLDING	3,452.34
JOHNSON HARDWARE	CAC LOCK	145.80
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KRIZ-DAVIS COMPANY	COPPER WIRE	193.67
KRUPP, SARAH	UTILITY REFUND	50.15
LAWSON PRODUCTS, INC	HEAT SEAL SUPPLIES	224.51
MAIN STREET AUTO CARE	IMPOUND BIKE	148.00
MARCO INC	COPIER LEASE	126.36
MARES, GUSTOVO	UTILITY REFUND	66.90
MATHESON-LINWELD	OXYGEN	18.60
MCCARVILLE, KEVIN	UTILITY REFUND	58.49
MCNAIR, JOSEPH	UTILITY REFUND	25.07
MEGAN ANDERSON	AUDITORIUM DEPOSIT REFUND	150.00
MEHL, JORDAN	UTILITY REFUND	85.92
METERING & TECHNOLOGY SOLUTIONS	AMI RADIO BOARDS	646.00
MIDWEST LABORATORIES, INC	WASTE WATER ANALYSIS	876.00
MIELKE, BRANDON	UTILITY REFUND	153.38
N.E. NEB ECONOMIC DEV DIST	SOUTH SHERMAN BLIGHT STUDY	452.99
NE AIR FILTER	AIR FILTERS	108.49
NE DEPT OF ENVIRONMENTAL QUALITY	2016 AIR EMISSIONS	666.90
NE DEPT OF REVENUE	STATE WITHHOLDING	4,419.13
NE STATE HISTORICAL	MEMBERSHIP DUES	32.00
NORFOLK DAILY NEWS	LIBRARY DIRECTOR ADS	294.30
NOVA FITNESS EQUIPMENT	PREVENTATIVE MAINTENANCE	533.58
OSWALD, JOHNA	UTILITY REFUND	152.22
PENGUIN RANDOM HOUSE LLC	CD'S	151.50
PINKELMAN, MARK	UTILITY REFUND	83.87
PITNEY BOWES INC	FOLDER LEASE	1,497.56
POLLARD PUMPING	PORT A POTTIES-SOCCER FIELD/BOY SCOUT PARK	470.00
PSYCHOLOGICAL RESOURCES	PSYCHOLOGICAL EVALUATION	270.00
QUALITY 1 GRAPHIC	ALUMINUM SIGNS	60.00
RECYCLE AWAY, LLC	RECYCLING BARRELS	6,098.85

Vendor	Payable Description	Payment Total
RESCO	ELBOW JACKET SEALS	949.14
SAND CREEK POST & BEAM	BUILDING PERMIT DEPOSIT REFUND	100.00
SCHILDT, MEGHAN	UTILITY REFUND	111.38
SCOT A. SAUL	MOWING	162.50
SHOPKO	KLEENEX/DRY ERASE BOARD/HOSE/COFFEE	122.77
SIOUX CITY JOURNAL	LIBRARY SUBSCRIPTION	339.92
SKARSHAUG TESTING LAB INC	CLEAN & TEST GLOVES	767.76
SOOLAND BOBCAT	HYDRAULIC BREAKER	6,474.00
SPARKLING KLEAN	JANITORIAL SERVICE	3,119.61
STARK, RYLIE	UTILITY REFUND	300.00
STATE NEBRASKA BANK & TRUST	HWY ALLOCATION 2013 INT & PRINCIPAL	45,850.00
STATE NEBRASKA BANK & TRUST	HWY ALLOCATION 2013B INTEREST & PRINCIPAL	25,712.50
STATE NEBRASKA BANK & TRUST	SERIES 13 GO INTEREST & PRINCIPAL	88,225.00
STATE NEBRASKA BANK & TRUST	WIRE FEE	50.00
STEFFENSMEIER, JOHN	UTILITY REFUND	300.00
STUART, TESSANDRA	UTILITY REFUND	131.82
SULLIVAN, TODD	UTILITY REFUND	80.24
TAMARA WORNER	NATURE CAMP	132.56
THREE SEASONS	BUILDING PERMIT DEPOSIT REFUND	100.00
UNITED WAY	PAYROLL DONATION	5.00
VAN DIEST SUPPLY	WEED PREVENTOR	292.50
VENTURA, HENRICKSON	UTILITY REFUND	51.75
VONSEGGERN, REBECCA	UTILITY REFUND	300.00
WADDINGTON, RACHEL	UTILITY REFUND	224.89
WAYNE COUNTY CLERK	FILING FEES	144.00
WAYNE HERALD	ADS AND NOTICES	1,586.76
WAYNE HERALD	ADS	391.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	126.00
	Grand Total:	366,167.32

RESOLUTION NO. 2017-51

A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, and Wes Blecke, City Administrator, have entered into an employment agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. The attached Employment Agreement is approved and adopted;
2. The parties are directed to execute said Employment Agreement.

PASSED AND APPROVED this 20th day of June, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)**Betty McGuire - addition to council meeting - minimum age to be at the pool alone**

From: Cassie Harm
To: Betty McGuire
Date: 6/14/2017 3:29 PM
Subject: addition to council meeting - minimum age to be at the pool alone
Cc: Bryce Meyer

Hi Betty,

Bryce and I have had a few discussions about this and have met with our assistant pool managers about the minimum age required for kids to be at the pool by themselves. We bring this up because we have some young kiddos (maybe 5-7) who are coming with an older sibling who is maybe 10-12 range and then their older sibling just takes off with their friends and is not paying attention to them. We feel it is necessary to get something set in stone that way we can implement it and move forward.

Inside here at the CAC, kids have to be 8 and older to be here by themselves. Yes, the pool is a greater liability and there tends to be a greater risk for someone to get more seriously injured than you might potentially inside shooting hoops with your friends. However, to keep it uniform inside and outside of the CAC, **our recommendation would be to make it so that the rule would state: Kids need to be 8 and older to be here by themselves. Kids 7 and younger MUST be accompanied by a family member/babysitter who is 16 years of age or older at all times (in the water and out).**

Can we add this to the next council meeting please?

Cassie Gubbels

Activity Coordinator/Pool Manager
Wayne Community Activity Center
[402-375-4803](tel:402-375-4803)

RESOLUTION NO. 2017-52

A RESOLUTION APPROVING AN AGREEMENT FOR AMBULANCE SERVICE BETWEEN THE CITY OF WAYNE, NEBRASKA, AND PROVIDENCE MEDICAL CENTER.

WHEREAS, the City of Wayne has entered into agreements with Providence Medical Center, wherein the City of Wayne agrees to provide financial support to Providence Medical Center each fiscal year to help defray the cost of operation and provide funds for the replacement of an ambulance and equipment; and

WHEREAS, the City of Wayne proposes to enter into an Agreement for Ambulance Service with Providence Medical Center, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the proposed Agreement for Ambulance Service between the City of Wayne and Providence Medical Center to provide financial support is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the necessary documents to complete the transaction.

PASSED AND APPROVED this 20th day of June, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

AGREEMENT

WHEREAS, the Providence Medical Center, a non-profit corporation, has provided ambulance service for the City of Wayne, a Nebraska Municipal Corporation, and surrounding areas as a governmental service under an arrangement by which the City of Wayne provided funds to defray a part of the cost of the operation of said ambulance; and

WHEREAS, on September 28, 1982, Providence Medical Center and the City of Wayne entered into a long-term contract which expired on August 1, 1989, and which contract was entered into following a public hearing pursuant to Section 13-303 of the Revised and Reissued Statutes of the State of Nebraska; and

WHEREAS, on February 19, 1990, said contract was extended by the parties through the period of August 1, 1996, and again through August 2003; and

WHEREAS, said contract provides that the parties may mutually agree to extend the same, which they now wish to do, pursuant to this agreement.

NOW, THEREFORE, IT IS AGREED by and between Providence Medical Center and the City of Wayne as follows:

1. The City of Wayne will provide financial support to Providence Medical Center as follows:

2017/2018	\$51,000
2018/2019	\$57,120
2019/2020	\$63,975

Thereafter, annual increases will be made at a rate of 2% per year. Payments shall be made on the fifteenth of October.

2. Providence Medical Center will be responsible for the operation of said ambulance service on a twenty-four hour basis and shall provide the necessary drivers and attendants for all calls made by the ambulance service. In addition to the aforementioned primary ambulance service, Providence Medical Center shall maintain one or more backup ambulance units as needed.

3. Regarding the purchase of a new replacement ambulance, Providence Medical Center shall appoint a selection committee to review and make recommendations.

regarding a new replacement ambulance and said selection committee shall have one or more representatives from the City.

4. Providence Medical Center will assume the responsibility for providing the ambulance service in the City of Wayne and surrounding areas provided by Providence Medical Center during the term of this contract.

5. Providence Medical Center shall provide separate operating statements regarding the ambulance service, which shall be submitted to the City of Wayne on an annual basis prior to July 1 of each year.

6. This agreement may be modified by the parties at any time by written supplemental agreements hereto and approved by the parties, as required by law.

8. This contract will automatically renew each year on October 1, unless either party gives at least six months advanced notice to the other party of its intent to terminate.

Executed in duplicate this _____ day of June, 2017.

Providence Medical Center,
A Non-Profit Corporation

ATTEST:

Secretary

By _____
President

The City of Wayne,
A Municipal Corporation,

ATTEST:

Clerk

By _____
Mayor

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: June 7, 2017

TO: Mayor Chamberlain
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on June 5, 2017 the Wayne Planning Commission made a recommendation on the following public hearings and discussion items; the result of those recommendations are as following:

Public Hearing: Final Plat Beaumont First Addition to the City of Wayne; Applicant – Wayne Area Event Center Inc

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 Sorensen to approve and forward a recommendation of approval to the City Council for the final plat for the Beaumont First Addition to the City of Wayne, with the findings of fact being consistency with the Comprehensive Plan, the current and future land use maps and staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

Public Hearing: Adopting the Wayne Comprehensive Plan

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, motion was made by Commissioner Sorensen and seconded by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council for the Wayne Comprehensive Plan, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

Public Hearing: Amending the Wayne Municipal Code Section 152.139 Parking Regulations, Specifically Off-Street Parking Requirements; Applicant – City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion,

Memo to Mayor and City Council
June 7, 2017
Page Two

motion was made by Commissioner Carstens and seconded by Commissioner Sorensen to approve and forward a recommendation of approval to the City Council to amend the Wayne Municipal Code, Section 152.139 Parking Regulations, specifically off-street parking, as written in the attached, 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: Wayne Crown II Housing Project 2017
Redevelopment Plan**

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 Sandoz to approve and forward a recommendation of approval to the City Council for the Redevelopment Plan for the area referenced to as Wayne Crown II Redevelopment Area, with the findings of fact being as stated in Resolution No. 2017-03. Chair Melena stated the motion and second. All were in favor, motion carried to approve.

JJH:cb

§ 152.139 PARKING REGULATIONS.

(A) *Parking, storage or use of recreational equipment.*

(1) All recreational equipment shall be parked behind the building line except for a period not to exceed 72 consecutive hours for purposes of loading and unloading. The building line of a residential dwelling on a corner lot fronts the street that the dwelling is addressed to. No recreational equipment shall be used for living, sleeping or housekeeping purposes in excess of 30 days in a 60-day period when parked or stored on a residential lot or on any location not approved for such use.

(2) Council may consider granting a waiver upon individual application for recreational equipment in parking spaces existing prior to the passage and approval of this section and based upon the parking surface and the distance from the street in connection with traffic hazards.

(B) *Minimum off-street parking and loading requirements.*

(1) Off-street motor vehicle parking and loading space shall be provided on any lot, or the terrace adjacent to the lot, on which any of the indicated structures and uses are hereafter established. These requirements are thus only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as listed in the schedule of minimum off-street parking and loading requirements in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition. Such space, as defined in § 152.010 of this chapter, shall be provided with vehicular access to a street or an alley. A required loading space shall include a ten-foot by 50-foot space with a minimum of 14 feet of height clearance. The loading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Minimum off-street parking and loading requirements, which shall be applicable in all zoning districts to the structures and uses indicated, shall be set forth in the following schedule of minimum off-street parking and loading requirements. If minimum off-street parking required in the schedule cannot be reasonably provided on the same lot, or the terrace adjacent to the lot, on which the principal structure or use is conducted in the opinion of the Board of Adjustment, the Board may permit such space to be provided on other off-street property, provided that such space lies within 400 feet of the entrance to such principal structure or use. Non-residential uses in the B-2 District shall be exempt from these parking and loading requirements.

(2) For purposes of this division, terrace parking shall be considered off-street parking.

(3) Any corner lot located in a residential zoning district shall only use the terrace adjacent to one of the lot's front yards for terrace parking. Terrace parking constructed before May 1, 2013 or designed through a building permit approved by May 1, 2013 shall be exempt from this restriction on a corner lot.

(4) Shared Parking. In meeting the requirements of the *Schedule of minimum off-street parking and loading requirements*, adjacent land uses, lots, or sites as well as uses

conditions. The credits may be cumulative.

(a) **On-street Parking Credit.** On-street parking within 300 feet of any lot line may be credited to the parking requirement at a rate of one parking credit for every two on-street parking spaces. On-street parking spaces within the distance parameters may be counted more than once by multiple users. On-street parking on the same side of the street of any residentially zoned property shall not count towards non-residential uses.

(b) **Public Parking Credit.** Public parking within 600 feet of any lot line may be credited at a rate of one parking credit for every three public parking spaces. Any space eligible towards the credit shall not be leased and must be generally available to the public. The City, or other public entity in charge of management of the public parking facilities reserves the right to restructure the eligibility for parking credits through a parking district management program, subject to approval of the City Council.

(C) *Parking or driveway surfaces.* This code section shall only apply within the corporate limits of the city. Parking or driveway surfaces on the city terrace or front yard interior of the lot in all residential zoning districts and all residential uses in all other zoning districts, except A-1 and A-2, shall be material other than dirt, grass or weeds. All residential type dwellings shall use no more than 50% of the front yard including terrace area for parking. All lots with more than one frontage (i.e., corner lots) shall conform to the above 50% requirement to be determined by front yard area as identified by street address. Existing hard surfaced parking areas exceeding 50% of the front yard area on 6-15-2006 shall be exempt from the 50% area limitation provided they comply herewith.

(1) *Terrace.*

(a) Parking or driveway surface shall only be on concrete or hot mix asphalt.

(b) Parking or driveway surface shall be a minimum of five and one-half inches thick and shall include the intersecting sidewalks to the same depth.

(c) Parking or driveway surface shall have the curb ground or sawed out the entire parking or drive-way width. Exception: when proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.

(d) Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be a nine-foot by 20-foot rectangle.

(e) Terrace parking shall not interfere with the intersection site triangle of this code.

(f) Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.

(g) Terrace parking and driveway surfaces shall be excavated a minimum of four inches deeper than the surrounding terrain or unpaved surface.

on the same property may share parking under the following conditions and standards:

(a) All landowners participating in the shared parking shall execute the necessary cross-access easements which shall exist for the duration of the grantee's use to facilitate shared parking and record all documents for the easements with the County unless the uses are on the same property under common ownership.

(b) A written agreement for the joint use of parking facilities shall be executed by the parties and approved by the City unless the uses are on the same property under common ownership.

(c) All shared parking spaces shall be within a reasonable proximity of the main entrance of any building sharing the parking and provide direct pedestrian access to the entrance either by way of pedestrian alleys and passages, or by way of public sidewalks in the streetscape. In general, locations greater than 600' shall not qualify unless exceptional circumstances justify.

(d) Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different categories of uses (Retail or Service, Employment, Civic, or Residential) are participating in the sharing agreement and are likely to generate distinctly different times of peak parking demand. The following table is a base guide for shared parking. Each use should provide a percentage of parking required by these regulations according to the Shared Parking Schedule below. Whichever time period requires the highest total parking spaces among the various uses should be the amount of parking provided subject to the shared parking agreement. Alternative parking allocations may be approved by the City Council based on industry data or other sufficient evidence and analysis of peak parking demands for specific uses.

Land Use	Shared Parking Schedule					
	Percentage of Required Parking Spaces by Time Period					
	Weekday 6 AM to 5 PM	Day & Evening 5 PM to 1 AM	Weekend 6 AM to 5 PM	Day & Evening 5 PM to 1 AM	Nighttime 1 AM to 6 AM	
Employment	100%	10%	5%	5%	5%	
Retail or Service	75%	75%	100%	90%	5%	
Restaurant/Bar	50%	100%	75%	100%	25%	
Assembly & Recreation	30%	100%	75%	100%	5%	
Church	5%	25%	100%	50%	5%	
School	100%	10%	10%	10%	5%	
Residential	25%	90%	50%	90%	100%	
Lodging	50%	90%	75%	100%	100%	

(5) **Parking Credits.** A credit may be given to the parking requirements in the *Schedule of minimum off-street parking and loading requirements* under the following

(h) Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of 12 inches wide the entire width of the parking surface or driveway.

(i) Parking or driveway surfaces shall be placed on a minimum of two inches of compacted sand or gravel material.

(j) Proposed parking or driveway surface property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

(2) *Interior of the lot.*

(a) Parking or drive surfaces interior of the property shall be material other than dirt, grass or weeds, as identified below:

1. Concrete;
2. Asphalt;
3. Bricks;
4. Concrete pavers;
5. Aggregate (but not pea gravel, road gravel, sand or other aggregates symmetrical or round in nature less than one and one-half inches in diameter);
6. Fractured concrete; and
7. Cinders.

(b) All of the above materials (except divisions (C)(2)(a) and (C)(2)(b) above) shall be contained within a suitable barrier of sufficient height (e.g., landscape timber, railroad ties, landscaping blocks, lumber, but excluding tires) that retain the material, and shall conform to the abutting surface topography, sufficiently anchored to resist movement, and must retain the parking surface material from spreading into the street, alleys or abutting vegetative areas.

(c) No weeds, grass or other vegetation shall be allowed within the defined area of parking or driveway surfaces.

(d) Entire parking or driveway surface shall be evenly surfaced or covered so that at no time is the underlying dirt visible.

(D) *Asphalt, concrete.* Any new single family type residential dwellings built after 6-15-2006 shall have all driveway areas and parking areas constructed of asphalt or concrete.

(E) *Curb ground, drive surface.* All driveway entries from the paved street shall have the curb

ground or removed and a drive surface installed to the front property line.

(F) *Design standards for parking lots.*

(1) *Definitions.* For the purpose of this division (F), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~**NON-PERMANENT PARKING SURFACES.** Any surface other than bare dirt, grass or weeds, but is aggregate in nature (i.e., crushed limestone, red granite, crushed concrete, slag or other material that cannot be displaced or easily moved by storm water run-off) and shall be conditionally approved for a specified time period by the Zoning Administrator.~~

PERMANENT PARKING SURFACES. Any of the four surfaces allowed in division (F)(4)(b) below.

(2) *Drainage.*

(a) All permanent parking lots shall be designed to develop proper site drainage. Proper site drainage is required to dispose of all storm water that is accumulated on the site.

(b) If a new permanent parking lot containing 6,000 square feet or more is located within 150 feet or reasonably accessible to a storm sewer or other drainageway, including open channels and creeks, but excluding gutters, the following standards shall apply:

1. The permanent parking lot must be graded and surfaced such that storm water runoff from the site is collected on the site by a parking lot drainage system and carried to an approved public storm sewer system, and not allowed to discharge through the driveway entrances and exits onto the public way. Proposed finish elevation of the parking lot must be indicated on appropriate plans; and

2. All parking lots shall be graded as to eliminate standing water on site to reduce or eliminate the silt run off from the lot onto the street or into the public storm water conveyance system. Non-permanent parking surfaces shall only be allowed that do not cause silt or other debris to travel onto the street or into the public storm water conveyance system, providing that no vegetation growth occurs interior of parking surfaces (i.e., weeds or other volunteer growth).

(3) *Parking barriers.*

(a) *Required.* Approved parking barriers must be provided around parking lots to prevent the parking of vehicles overhanging the sidewalk space, public alley or other public property and adjacent residential property. Approved barriers are also required as necessary to protect any required landscaping or landscape screen planting.

(b) *Approved barriers.* Approved barriers include the following type of barriers. Other barriers may be approved, subject to the approval of the city:

1. Poured concrete curb, nominal six inches by six inches exposed;

2. Fence (minimum 30-inch height), wire fabric, solid wood, post and rail;
3. Masonry or concrete wall (minimum 30-inch height);
4. Guard rail;
5. Post and cable; and
6. Precast concrete barriers, firmly and permanently anchored.

(c) *Location.* Barriers must be located to contain the parking within the approved parking lot. When a concrete curb is used as a barrier for perpendicular or angle parking, it must be offset at least two feet from the edge of the parking lot to allow for the front overhang of the vehicle. Other type barriers may be located at the edge of the parking lot.

(4) *Parking layout and markings.*

(a) The developer shall submit to the city for review and approval, a detailed and accurately scaled parking lot layout, clearly showing the location of parking spaces and aisles, all conforming to city standards. Upon construction of the parking lot, the parking spaces must be marked on the parking lot surface according to city standards to the extent that those spaces are required in connection with a development. Spaces not required for a development need not be marked, or may be marked to lesser standards. Handicapped parking stalls required by state statutes shall be designed and signed per ADA standards.

(b) All permanent parking lots shall be surfaced with one of the following minimum cross sections:

1. Five inches of Class A portland cement concrete;
2. Six inches of asphaltic concrete;
3. Four inches of aggregate (i.e., crushed rock, crushed concrete, slag or other material that cannot be displaced or easily moved by storm water run-off); and
4. Paving bricks or blocks, subject to approval of the city.

(5) *Surfacing.* The non-permanent parking lot may be surfaced as approved by the city, and shall be maintained in a dust free condition. It should be noted that the above alternatives are designed only to serve as minimum standards. In situations where moderate to heavy truck loads are anticipated, the structural load capacity of the surfacing should be analyzed and designed accordingly. In such instances, a thicker or reinforced section may be desirable.

(6) *Schedule of minimum off-street parking and loading requirements.*

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Bed and breakfast guest home	1 space per 2 rental guest rooms	None
Bowling alleys	4 spaces per alley	1 space per establishment
Child care centers	1 space per employee plus 1 space per each 10 persons of licensed capacity	1 space per 10 children
Churches, synagogues and temples	1 space per 4 seats in main unit of worship	None required
Domestic shelters	1 space for every 4 residents plus 1 space per 2 employees	None required
Eating and drinking places	Parking spaces equal to 30% of capacity in persons	1 spaces per establishment
Education uses	Parking spaces equal to 40% of capacity in students	2 spaces per structure
Education uses, nursery and primary	Parking spaces equal to 20% of capacity in students	2 spaces per structure
Funeral homes and chapels	8 spaces per reposeing room	1 spaces per establishment
Hospitals	1 space per 2 beds	2 spaces per establishment
Hotels + Motels	1 space per 2 rental units	1 space per establishment
Industrial uses	1 space per 2 employees on largest shift	2 spaces per establishment
Libraries	1 space per 500 square feet floor area	1 space per structure
Medical clinics	5 spaces per staff, doctor or dentist	None required
Mobile home park	2 spaces per dwelling unit	None required
Motels	1 space per rental unit	None required
Private clubs and lodges	1 space per 500 square feet floor area	1 space per establishment
Residential structures (multiple family and townhouse)	1.25 space per sleeping room	None required

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Residential structures (single-family and two-family)	2 spaces per dwelling unit	None required
Retail sales establishment	1 space per 200 250 square feet sales floor area	1 space per establishment
Roadside stands	4 spaces per establishment	None required
Sanitariums, rest home service, convalescent	1 space per 3 beds, plus 1 space per employee	1 space per establishment
Service establishment	1 space per 200 350 square feet gross floor area	1 space per establishment
Theaters, auditoriums, places of assembly	1 space per 5 people in design capacity	1 space per establishment
Veterinary establishment	3 spaces per staff doctor	None required
Wholesale and distribution operations	1 space per 2 employees on largest shift	2 spaces per establishment 1 space for every 10,000 s.f. gross floor area with a maximum of 2 spaces

(2002 Code, § 90-710) (Ord. 93-11, passed 9-28-1993; Ord. 2001-19, passed 11-27-2001; Ord. 2002-17, passed 12-17-2002; Ord. 2006-10, passed 9-12-2006; Ord. 2007-26, passed 1-15-2008; Ord. 2009-17, passed 7-21-2009; Ord. 2012-60, passed 12-18-2012; Ord. 2013-11, passed 2-19-2013; Ord. 2013-29, passed 6-18-2013; Ord. 2014-37, passed 12-16-2014)

WAYNE PLANNING AND ZONING COMMISSION

RESOLUTION NO. 2017-03

A RESOLUTION OF THE WAYNE PLANNING AND ZONING COMMISSION, MAKING RECOMMENDATIONS WITH RESPECT TO A REDEVELOPMENT PLAN FOR AN AREA IN THE CITY OF WAYNE PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT ACT.

WHEREAS, the Mayor and City Council of the City of Wayne, Nebraska, (the "City") by its Ordinance, created the Community Development Agency (CDA) of the City of Wayne, Nebraska (the "Agency") pursuant to Sections 18-2101 through 18-2153, Reissue Revised Statutes of Nebraska, as amended (the "Act");

WHEREAS, the City has 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;

WHEREAS, the CDA, submitted a proposed Redevelopment Plan (attached hereto as Exhibit A) to this Planning Commission of the City of Wayne for recommendations with respect to the proposed Redevelopment Plan;

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

RESOLVED, that the Planning Commission hereby makes the following findings with respect to the Redevelopment Plan:

1. The Planning Commission has reviewed the Redevelopment Plan as to its conformity with the general plan for the development of the City as a whole; and
2. The Planning Commission confirms that the area described in the Redevelopment Plan and the Redevelopment Contract is blighted and substandard as defined in the Nebraska Community Development Law.
3. The Planning Commission finds that the Redevelopment Plan, if implemented will help eliminate blight and substandard conditions in the area affected by the Plan.
4. The Planning Commission recommends the adoption and approval of the Redevelopment Plan, attached hereto as Exhibit A, with such amendments, additions and deletions as are deemed necessary by the Agency.

PASSED AND APPROVED by the Wayne Planning and Zoning Commission this 5th day of June, 2017.

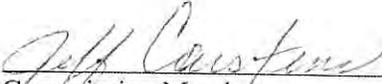
WAYNE PLANNING AND ZONING COMMISSION



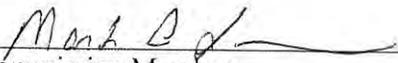
Commission Member



Commission Member



Commission Member



Commission Member



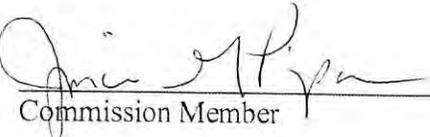
Commission Member

Commission Member



Commission Member

Commission Member



Commission Member

RESOLUTION NO. 2017-53

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

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

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

WHEREAS, the City has previously declared the area legally described in **Exhibit A** attached hereto (the “**Redevelopment Area**”) to be blighted and substandard and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Wayne, Nebraska (the “**Authority**”) has received a Redevelopment Plan (the “**Redevelopment Plan**”) prepared by the Authority, in the form attached hereto as **Exhibit B**, for the redevelopment of the Redevelopment Area; and

WHEREAS, the Authority and the Planning Commission of the City (the “**Planning Commission**”) have both reviewed the Redevelopment Plan and recommended its approval by the Mayor and Council of the City; and

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

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

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

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

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

Section 2. The Redevelopment Plan is hereby approved in substantially the form attached hereto.

Section 3. In accordance with Section 18-2147 of the Act, the City hereby provides that any ad valorem tax on the real estate described in the Redevelopment Plan for the benefit of any public body be divided for a period of 15 years after the effective date as provided in Section 18-2147 of the Act, which effective date shall be determined in a Redevelopment Contract and amendments entered into between the Redeveloper and the Authority. Said tax 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 Authority 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 Authority for financing or refinancing, in whole or in part, the 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 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 20th day of June, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

All lots and lands in Benscoter Addition Planned Unit Development Replat 2 and Benscoter Addition Planned Unit Development Replat 3 to the City of Wayne, Wayne County, Nebraska, together with Tomar Drive, Mando Drive, Fourth Street and Rugby Drive adjoining such lots.

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

**Redevelopment Plan
Crown II Housing Project
2017**

Angel Village and Benscoter, Inc., jointly and severally, (the “Redeveloper”) intends to redevelop and improve the area, described in this Plan, pursuant to the Nebraska Community Development Law (Sections 18-2101 to 18-2144 and 18-2147 to 18-2153, R.S.S. Neb. 2012, as amended, the “Act”) by the development in phases of a residential subdivision. This Plan amends previous plans for the Project Area.

A. General Project Description:

THE REDEVELOPMENT IN PHASES OF UNDEVELOPED GROUND;

THE PHASED PROJECT WILL CONSIST OF SITE ACQUISITION, INFRASTRUCTURE INSTALLATION FOR A RESIDENTIAL AND COMMERCIAL DEVELOPMENT. FIFTEEN LOW INCOME SINGLE FAMILY, RENT TO OWN, HOMES WILL BE CONSTRUCTED IN THE FIRST PHASE. SIX MARKET RATE HOMES WILL BE BUILT, ALONG WITH FOUR APARTMENT BUILDINGS. A DAYCARE FACILITY IS PLANNED TO COMPLETE THE PHASED DEVELOPMENT. THE PROJECT WILL BE IMPLEMENTED OVER AN ESTIMATED FIVE YEAR PERIOD.

Described on Exhibit “1” attached to this Plan is a listing of the real estate (the “Project Area”) which the Redeveloper intends to redevelop. Tomar Drive, Mando Drive, Fourth Street and Rugby Drive are included in the Project Area. The Project Area includes all of lots and lands in Benscoter Addition Planned Unit Development Replat 2 and Benscoter Addition Planned Unit Development Replat 3 as shown on Exhibits “2” and “3” respectively.

The redevelopment of the Project Area is not economically feasible to implement without assistance from tax increment financing because of high infrastructure costs. This project is intended to provide high quality, low cost single and multifamily housing with a daycare facility to support the new residents. The Redeveloper believes that the redevelopment of the Project Area will provide the City and its surrounding area with significant new housing.

B. Boundaries of Project Area and Existing Conditions and Uses

As indicated above, Exhibits “2” and “3” shows the outer boundaries of the Project Area. The condition and existing use of the property within the Project Area is unimproved vacant land but zoned for single and multifamily residential.

The Project Area will require installation of paving of Tomar Drive a portion of East 4th Street along the southern boundary of Lot 4 Benscoter Addition, Mando Drive and Rugby Drive in the City of Wayne.

C. Land Use Plan Showing Proposed Uses

Exhibits '2' and '3' shows the ultimate use for the Project Area as well as the proposed configuration for the development of the lots.

D. Information Concerning Population Densities, Land Coverage and Building Intensities

The Project Area currently has no residents. Under this Plan, all of the Project Area is intended at full development to provide 23 single family homes, 4 apartment buildings and a daycare center with the resultant increase in residential population for the Project Area. No families will be displaced in connection with redevelopment of the Project Area. Building densities will not exceed such densities as are permitted under Wayne zoning and subdivision regulations.

E. Statement as to Proposed Changes in Zoning, Street Layout, Street Levels or Grades

The Project Area is currently zoned to allow for single and multifamily residential lots. A zoning change for Lot 25 of Benscoter Replat 2 will be required to allow for that commercial activity. All construction will be subject to applicable building codes and ordinances. The street layout and street levels will depend upon the finalized construction development plans. Streets interior to the project are intended to be public streets. Street improvements to Tomar Drive Mando Drive and East 4th Street will be accomplished by the creation of a paving district with assessments to the lots benefitted. The City of Wayne will bear a substantial burden for paving and water line installation. Exhibit "1" shows which of the lots will be subject to special assessments.

F. Site Plan for the Project Area

Exhibits "2" and "3" shows the proposed site plan for the area. This site plan is subject to final revision as set forth on the approved final plat.

G. Statement as to Kind and Number of Additional Public Facilities

Paving, sewer and water and electrical line extensions throughout the Project Area will be provided in accordance with specifications and requirements of the City.

Implementation of Plan

The Redeveloper is the owner of the real estate described on Exhibit "1" and intends to build single family homes and apartments on lots. A daycare will also be added. In order to do so, the Redeveloper requires that the City of Wayne install the curb, gutter and paving for streets in the area and extend sewer and water mains. In order for the City of Wayne to undertake the financial cost of infrastructure that the City will have create improvement districts and specially

assess the costs of such improvements. The Redeveloper has agreed to build on the proposed schedule set forth on Exhibit "1". The Redevelopment Authority intends to issue one tax increment development revenue bond (the "Bond") to be repaid from the excess ad valorem taxes on those residences. The Wayne Community Redevelopment Authority (the "Authority") will pledge the maximum amount of annual increment of ad valorem taxes for the years 2018, 2019, 2020, 2021 and 2022 and continuing for each such year for 15 years first to the payment of interest and principal on the Series A Bond and the balance to the payment of interest and principal on the Bond. The Bond will be granted to the Redeveloper to pay a portion of its costs as set forth on Exhibit "4" which includes \$228,000 of direct costs and \$657,919 in special assessments.

Description of Redevelopment Project

The Redeveloper intends to develop a residential subdivision and construct twenty three single family homes, four apartment buildings and a daycare facility in phases over a period of up to 5 years, each year being a phase. Phase one will result in the construction of the 15 single family homes. Phase two and subsequent phases will result in the construction of additional single family residences, a daycare facility and apartments as shown on Exhibit "1". The complete project is expected to take 5 years to fill with structures.

Plan of Finance

The Authority will issue its Tax Increment Revenue Bond in the aggregate total amount of \$400,000.00 in order to partially finance the infrastructure portion of the project. The Redeveloper will agree to build the structures shown on Exhibit "1" pursuant to a redevelopment contract in order to induce the City and Authority to undertake the paving and water and sewer line extensions.

Description of Project Area

The Project Area is described on attached Exhibit "1".

The property is subdivided into separate lots, and each development phase will occur on one or more lots, the incremental tax revenues from which will be dedicated to payment of the Tax Increment Revenue Bond. The tax increment revenues are to be allocated under the terms of Section 18-2147(1)(b) of the Act for those tax years for which the payments become delinquent within fifteen (15) years from the effective date as set forth in the redevelopment contract and annual amendments thereto. The effective date shall be, as to each phase the January 1, of the year following the issuance of a building permit as to an individual lot and, if taxes are received by the Wayne County Treasurer on or before December 31, of the 14th year after such effective date those such taxes as falling due on said December 31, shall also be allocated to the Authority and applied to payment of principal and interest on the Tax Increment Revenue Bonds. The effective date for such allocations for each phase shall be set forth in or determined pursuant to the project redevelopment contract and annual amendments thereto and/or the bond resolution

authorizing the issuance of the Tax Increment Revenue Bond and noticed to the County Assessor of Wayne County in accordance with the terms of Section 18-2147 of the Act as amended. Each phase may include non-contiguous lots.

The real property ad valorem taxes on the current taxable valuation of the lot or lots associated with each phase of the Project for the year prior to redevelopment of such phase in accordance with this Plan and the Act will continue to be paid to the applicable taxing bodies in accordance with the terms of Section 18-2147 of the Act.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the lots within the Project Area for each phase shall be divided, for the period not to exceed 15 years after the effective date of the provision for each such phase as determined pursuant to the redevelopment contract. *Such effective date under this Plan shall be the January 1 of the year following the issuance of a building permit on a lot or lots designated for such phase. Such effective date may be confirmed and restated in the resolution authorizing the Tax Increment Revenue Bond and/or in the project redevelopment contract amendment to be entered into between the Authority and the Redeveloper.*

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is to be pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed or otherwise, by the Authority to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances or indebtedness.

The Tax Increment Revenue Bond shall be payable solely from the tax increment revenues available under Section 18-2147 and shall not otherwise constitute indebtedness of the Authority or the City.

Redevelopment Plan Complies with the Act:

The Community Development Law requires that a redevelopment plan and project consider and comply with a number of requirements. This Plan meets the statutory qualifications as set forth below.

1. The project must be in an area declared blighted and substandard. [Section 18-2109]

The Project Area has been declared blighted and substandard by action of the Mayor and Council of the City prior to the adoption and approval of this Plan. Such declaration was made after a public hearing with full compliance with the public notice requirements of Section 18-2115 of the Act.

2. Conformance to the general plan for the municipality as a whole. [Section 18-2103(13)(a) and Section 18-2110]

The City of Wayne has adopted a Comprehensive Plan, (the “Comprehensive Plan”). This Plan and the project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended or required.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [Section 18-2103(13)(b) and Section 18-2111]

a. Land Acquisition: The Project Area is currently owned by the Redeveloper.

b. Demolition and Removal of Structures: The project to be implemented under this Plan does not require removal of any structures. Elevations and street, water main and sewer plans will be provided to the City Planning Department for approval prior to commencement of construction.

c. Future Land Use Plan: See attached Exhibits “2” and “3” for the proposed development land use. [Section 18-2103(b) and Section 18-2111 of the Act] The attached Exhibits “2” and “3” also shows an accurate site plan of the area after redevelopment, showing the proposed uses projected for the Redevelopment Project. [Section 18-2111(3) and (5) of the Act].

d. Changes to zoning, street layouts and grades or building codes or ordinances or other Planning changes. The area is zoned for the proposed residential portion of the Project. A zoning change will be required for the daycare facility. The proposed street layouts are shown on Exhibits “2” and “3”. Streets within the project boundaries will be dedicated to the City. No changes are anticipated in building codes or ordinances. Re-platting is contemplated. [Section 18-2103(b) and Section 18-2111 of the Act].

e. Site Coverage and Intensity of Use. The project as fully developed will provide a 23 single family residences, 2 apartment buildings and a daycare with lot coverage shown on Exhibits “5” through “15”, inclusive. [Section 18-2103(b) and §18-2111 of the Act].

f. Additional Public Facilities or Utilities. Water, storm and sanitary sewer connections to the city mains will be required in addition to the paving noted above [Section 18-2103(b) and Section 18-2111 of the Act].

4. The Act requires that a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. There are no residents or operating businesses currently located in the Project Area and no relocation requirements apply or are contemplated. [Section 18-2103.02 of the Act].

5. Conflicts of interest by an Authority member must be disclosed. No member of the governing body of the Authority nor any employee of the City or the Authority holds any interest in any property located in the Project Area. [Section 18-2106 of the Act].

6. The Act requires that the Authority consider:

a. Method and cost of acquisition and preparation for redevelopment and estimated proceeds from disposal to redevelopers. The Authority will enter into a project redevelopment contract with the Redeveloper having such undertakings as the Authority determines appropriate [Section 18-2119(2) of the Act]. Because all of the real property within the Project Area will be privately owned the requirements of Section 18-2118 of the Act relating to transfers of property by the Authority do not apply. The Redeveloper intends, to redevelop the Project Area with an investment of up to \$5,169,000 of funds from private and other public resources including bank or other financing.

b. Statement of proposed method of financing the redevelopment project.

This plan contemplates that the Authority may issue its Tax Increment Revenue Bonds in an amount not to exceed \$400,000 to provide a grant from the Authority to the Redeveloper to bear interest at a rate to be determined by the Authority. The Tax Increment Revenue Bond shall be privately placed with the Redeveloper or its assignee, to obtain the proceeds needed to make the grant. Application of the proceeds of the Tax Increment Revenue Bond will be supervised by or on behalf of the Authority. The Tax Increment Revenue Bond shall be repaid from the tax increment revenues generated from the Project Area from and after January 1, 2018 through that December 31 which represents the day immediately preceding the fifteenth anniversary of the effective date as to each phase of development as set forth in the project redevelopment contract and amendments thereto.

c. Statement of feasible method of relocating displaced families.

No families will be displaced as a result of this plan [Section 18-2114 of the Act].

7. Statutory considerations prior to recommending a redevelopment plan. Section 18-2113 of the Act requires that the governing body of an Authority observe certain considerations prior to recommending a Plan: In connection with the adoption of this Plan and prior to recommending it to the Mayor and City Council, the governing body of the Authority shall consider whether the proposed land uses and building requirements in the redevelopment project area (as to this Plan, the Project Area) are designed with the general purpose of accomplishing, in conformance with the general plan (the City's Comprehensive 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. The Authority shall undertake to make such considerations and findings prior to its recommending of this Plan by a resolution separate from this Plan.

8. Cost Benefit Analysis. This Plan when presented for recommendation and approval shall be accompanied by a cost benefit analysis. Such analysis is as follows:

a. Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147:

Possible increase student load for the school system could result from the project development. However, implementation of the full project will take a number of years. Phase 1 of the project will not result in an influx of students. Any increase will be spread over the entire class range provided by the Wayne School District.

b. Public infrastructure and public service needs:

The plan requires the redeveloper to pay for a portion of infrastructure related to the project through special assessments. However, significant additional infrastructure costs will be paid by the City of Wayne and from its taxpayers for the streets, sewer and water main extensions.

c. Impacts on employers and employees within the project area:

None exist. Therefore no impact is expected.

d. Impacts on employers and employees in the city, but not in the project area:

The construction of the houses will increase temporarily employment through the construction process. The additional housing resulting from the project may have the effect of providing an additional employee pool for employers.

e. Other impacts:

No significant negative additional impacts are anticipated. However the project will invite population growth with its attendant spending and investment in the community.

[Section 18-2113 (2) of the Act].

9. Time Frame for Development. Development of the Project Area is anticipated begin during the summer of 2017 with initial occupancy of the earliest properties developed in the first quarter of 2018. The base tax year for Phase one is expected to be calculated on the value of the property as of January 1, 2017.

Exhibit "1"

[attach spread sheet showing lot build out, valuation and assessments]

					Assessments	
Benscoter Replat 2	Start Date	Valuation	Sewer	Storm Sewer	Street	
Lot 5	Market Rate	Aug-17 \$ 167,500.00				
Lot 6	Market Rate	Aug-17 \$ 167,500.00				
Lot 7	Market Rate	Aug-17 \$ 167,500.00				
Lot 8	Crown Home	Aug-17 \$ 41,875.00				
Lot 10	Crown Home	Aug-17 \$ 41,875.00				
Lot 13	Crown Home	Aug-17 \$ 41,875.00				
Lot 14	Crown Home	Aug-17 \$ 41,875.00				
Benscoter Replat 3						
Lot 1	Crown Home	Aug-17 \$ 41,875.00	yes			
Lot 2	Crown Home	Aug-17 \$ 41,875.00	yes			
Lot 3	Crown Home	Aug-17 \$ 41,875.00	yes			
Lot 4	Crown Home	Aug-17 \$ 41,875.00				
Lot 5	Crown Home	Aug-17 \$ 41,875.00			yes	
Lot 6	Crown Home	Aug-17 \$ 41,875.00			yes	
Lot 7	Crown Home	Aug-17 \$ 41,875.00	yes		yes	
Lot 8	Crown Home	Aug-17 \$ 41,875.00	yes		yes	
Benscoter Replat 2						
Lot 2	Apartments	2018 \$ 500,000.00		yes	yes	
	Apartments	2020 \$ 500,000.00				
Lot 25	Day Care	2019 \$ 200,000.00				
Benscoter Replat 3						
Lot 9	Market Rate	May-20 \$ 175,000.00	yes	yes	yes	
Lot 10	Market Rate	May-20 \$ 175,000.00	yes	yes	yes	
Lot 11	Market Rate	May-19 \$ 170,000.00	yes	yes	yes	
Lot 12	Market Rate	May-19 \$ 170,000.00	yes	yes	yes	
Benscoter Replat 2						
Lot 20	Market Rate	May-18 \$ 165,000.00			yes	
Lot 21	Market Rate	May-18 \$ 165,000.00			yes	
Lot 22	Market Rate	May-21 \$ 180,000.00			yes	
Lot 23	Market Rate	May-21 \$ 180,000.00			yes	
\$ 3,585,000.00						

Exhibit "2"

Benscoter Replat 2

Exhibit "3"

Benscoter Replat 3

Exhibit 4

Sources and Uses

Wayne Crown II Sources and Uses

	Sources				Project		Uses
	Grant Funds	Tax Credits	Other Funds	Equity	City funds	(Assessments)	
15 Crown Homes	\$ 500,000.00	\$ 2,066,424.00	\$ 412,637.00				\$ 2,979,061.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Day Care	(My estimate)		\$ 200,000.00				\$ 200,000.00
Apartment Complexes (2)	(My estimate)		\$ 500,000.00				\$ 500,000.00
Apartment Complexes (2)	(My estimate)		\$ 500,000.00				\$ 500,000.00
	\$ 500,000.00	\$ 2,066,424.00	\$ 2,932,637.00	\$ -	\$ -	\$ -	\$ 5,499,061.00
	TIF application costs						
Land acquisition lot 2				\$ 150,000.00			\$ 150,000.00
Streets (engineer estimate - may include storm sewer)					\$ 501,935.00	\$ 501,935.00	\$ 1,003,870.00
Water			\$ 25,000.00				\$ 25,000.00
Storm Sewer					\$ 110,000.00	\$ 110,000.00	\$ 220,000.00
Sewer (engineer estimate)					\$ 45,984.00	\$ 45,984.00	\$ 45,984.00
Sidewalks & approaches			\$ 40,000.00				\$ 40,000.00
Street lighting			\$ 3,000.00				\$ 3,000.00
Site Prep			\$ 80,000.00				\$ 80,000.00
Utility extensions			\$ 40,000.00				\$ 40,000.00
Legal Fees			\$ 10,000.00				\$ 10,000.00
Engineering			\$ 30,000.00				\$ 30,000.00
	\$ -	\$ -	\$ 228,000.00	\$ 150,000.00	\$ 611,935.00	\$ 657,919.00	\$ 1,647,854.00

Exhibits "5" through "15" Inclusive

Attach lot drawings showing building layouts

Drainage

Street



Parking

Street

Parking

garages

Parking

Street

Parking



Parking



Parking

Parking

Parking



4 + 1

↓ N

Lot 2

Town

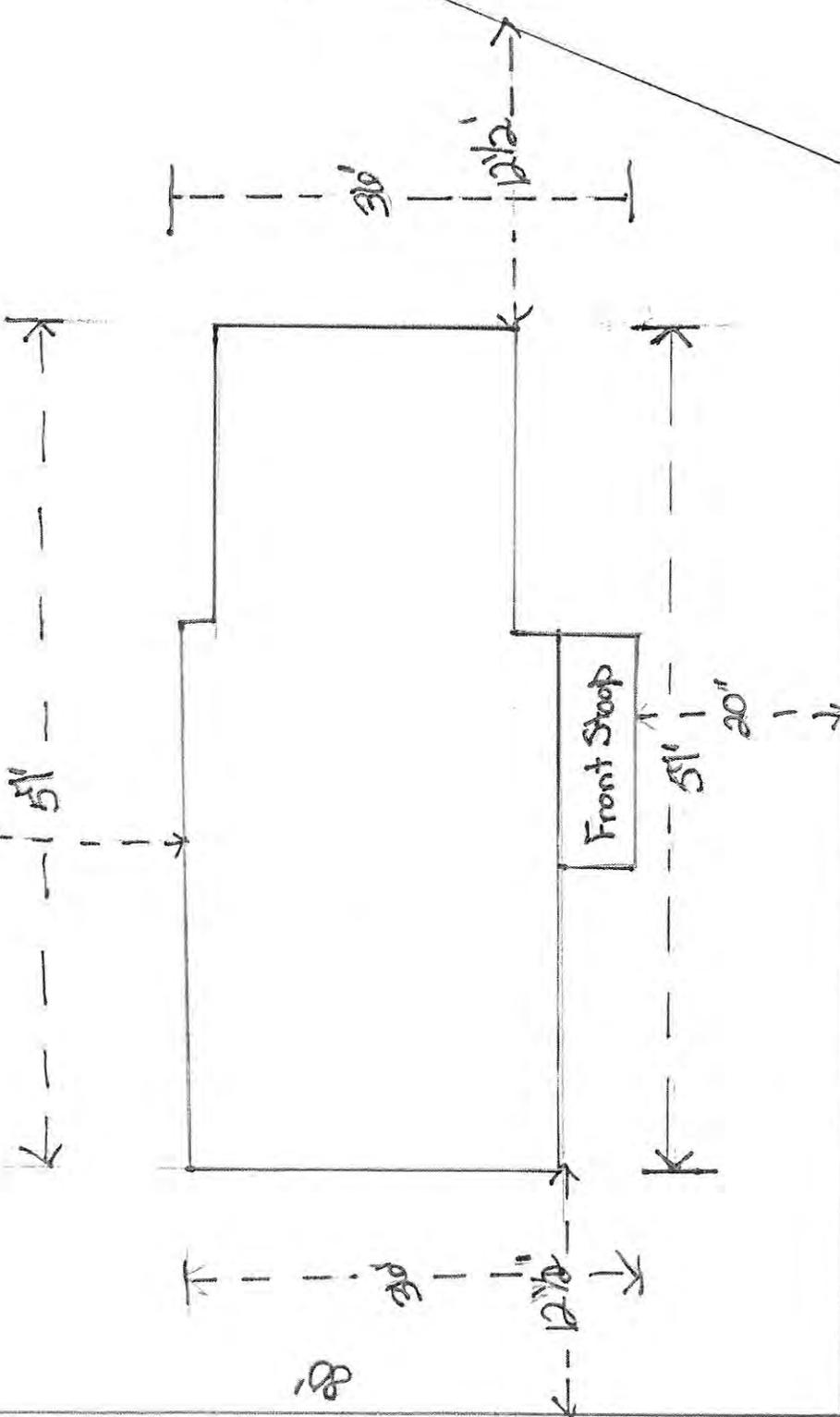
LOT 5

820 JAXON STREET

125.27'

44'

118.06'



82'

JAXON STREET

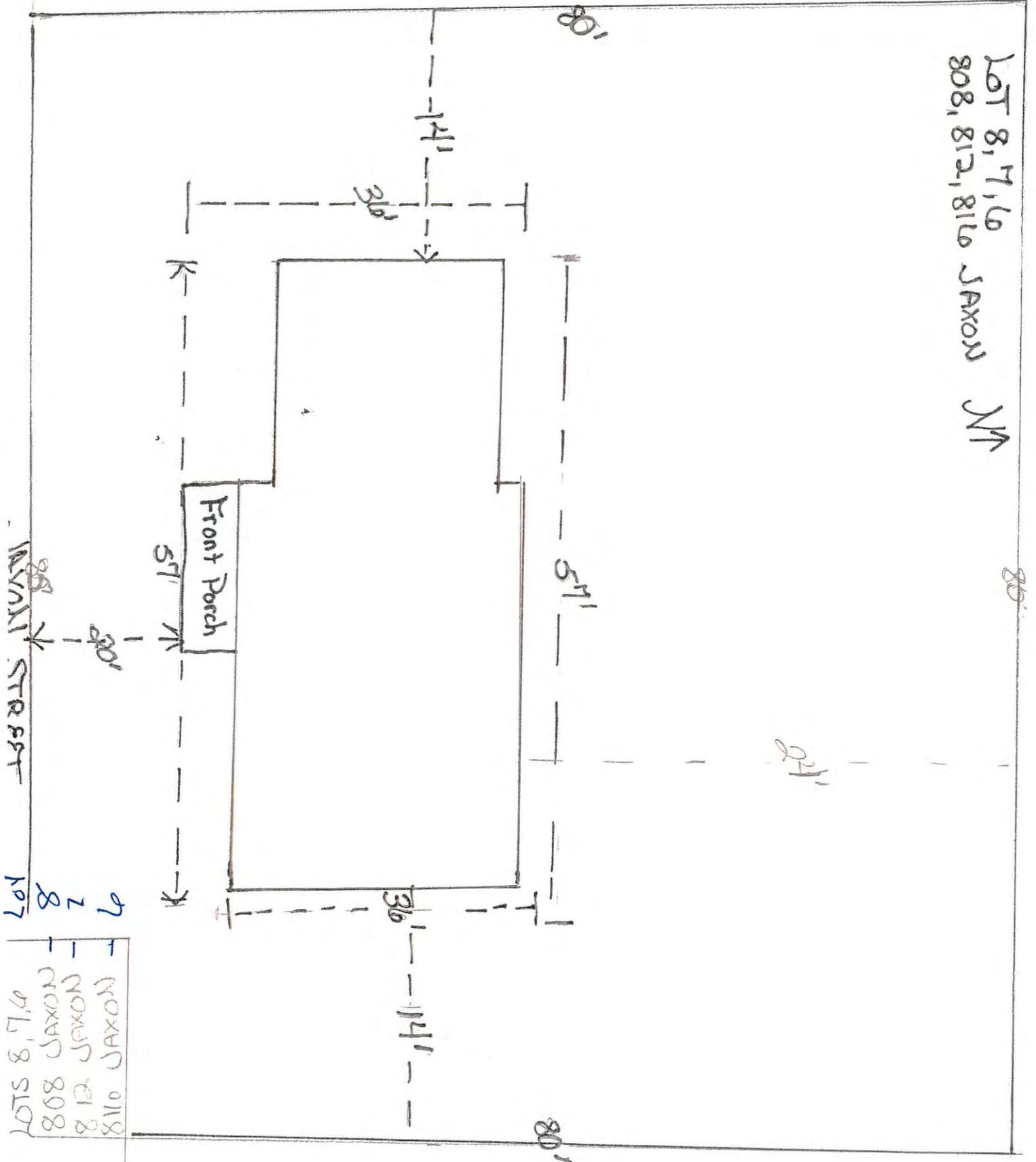
~~XX~~

820 JAXON ST

118.06'

(F)

LOT 8, 7, 6
808, 812, 816 JAXON NW



JAXON STREET
30'

- 7
 - 8
 - 9
- | |
|--------------|
| LOTS 8, 7, 6 |
| 808 JAXON |
| 812 JAXON |
| 816 JAXON |

JAXON STREET

65'

20' Setback

FRONT

Side 5'6"

Side 5'6"

20' 2"

12'

32'4"

32'4"

12'

5'11"

17.92' Rear

65'

LOT 13, 14, 10 Lot
 1104 JAXON - 14
 1108 JAXON - 13
 1120 JAXON - 10

1

LOT 13
 1108 JAXON - 13
 1120 JAXON - 10

FINAL PLAT OF BENSOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 3 TO THE CITY OF WAYNE, NEBRASKA

ACKNOWLEDGMENT OF OWNER:
I, the undersigned, owner of the above described property, hereby certify that the above described plat is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

LEGAL DISCUSSION PARENT PARCEL:
The above described property is a portion of the original parcel described as follows: [Detailed description of parent parcel]

OWNER'S CERTIFICATE:
I, the undersigned, owner of the above described property, hereby certify that the above described plat is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

CITIZENING CERTIFICATE:
I, the undersigned, certify that the above described property is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

ABSTRACTOR CERTIFICATE:
I, the undersigned, certify that the above described property is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

CITY COUNCIL APPROVAL:
I, the undersigned, certify that the above described property is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

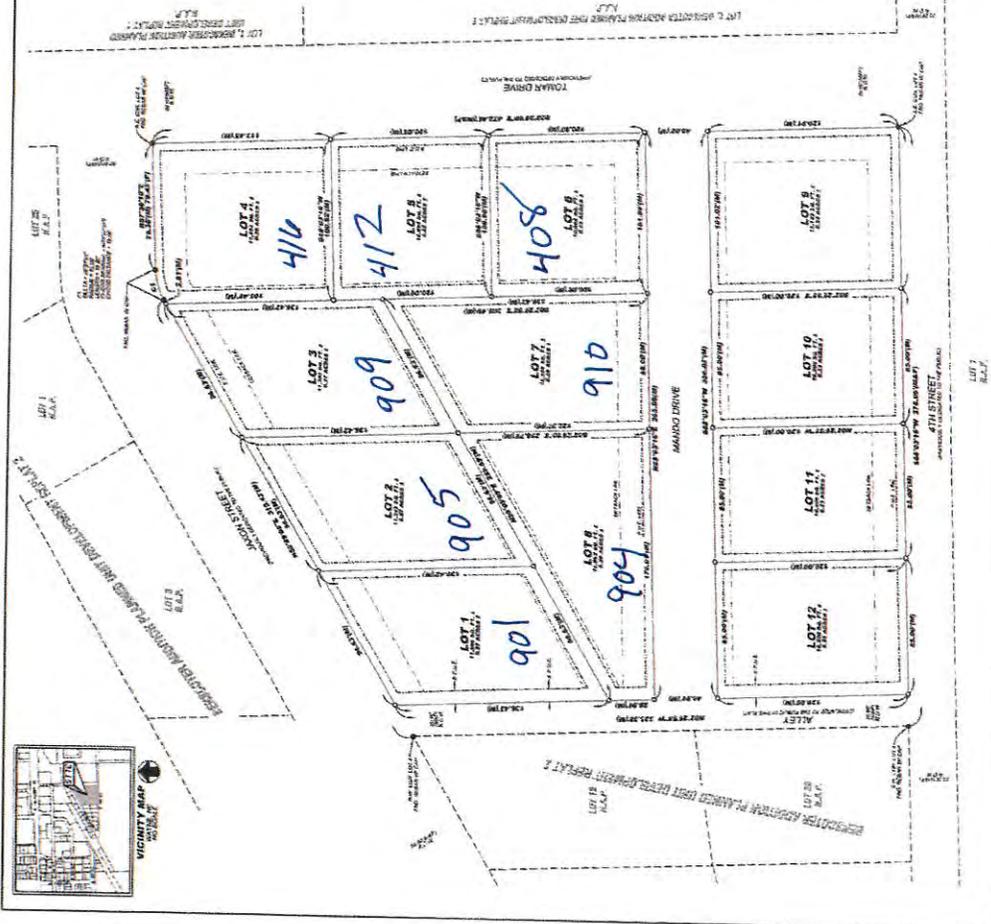
PLANNING COMMISSION APPROVAL:
I, the undersigned, certify that the above described property is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

SURVEYOR'S NOTES:
I, the undersigned, certify that the above described property is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

ACKNOWLEDGMENT OF CHURCH:
I, the undersigned, certify that the above described property is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

ACKNOWLEDGMENT OF CHURCH:
I, the undersigned, certify that the above described property is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska, and that the same is a true and correct copy of the original as recorded in the public records of the State of Nebraska.

LEGEND:
 [Symbol] Public Right of Way
 [Symbol] Easement
 [Symbol] Survey Boundary
 [Symbol] Lot Boundary
 [Symbol] Proposed Improvement
 [Symbol] Existing Improvement
 [Symbol] Other



McLaury Engineering, Inc.
Engineers
11414 W. 11th Street
Lincoln, Nebraska 68522

LOUIS & MARY LOU BENSOTER

BENSOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 3 - WAYNE, NEBRASKA

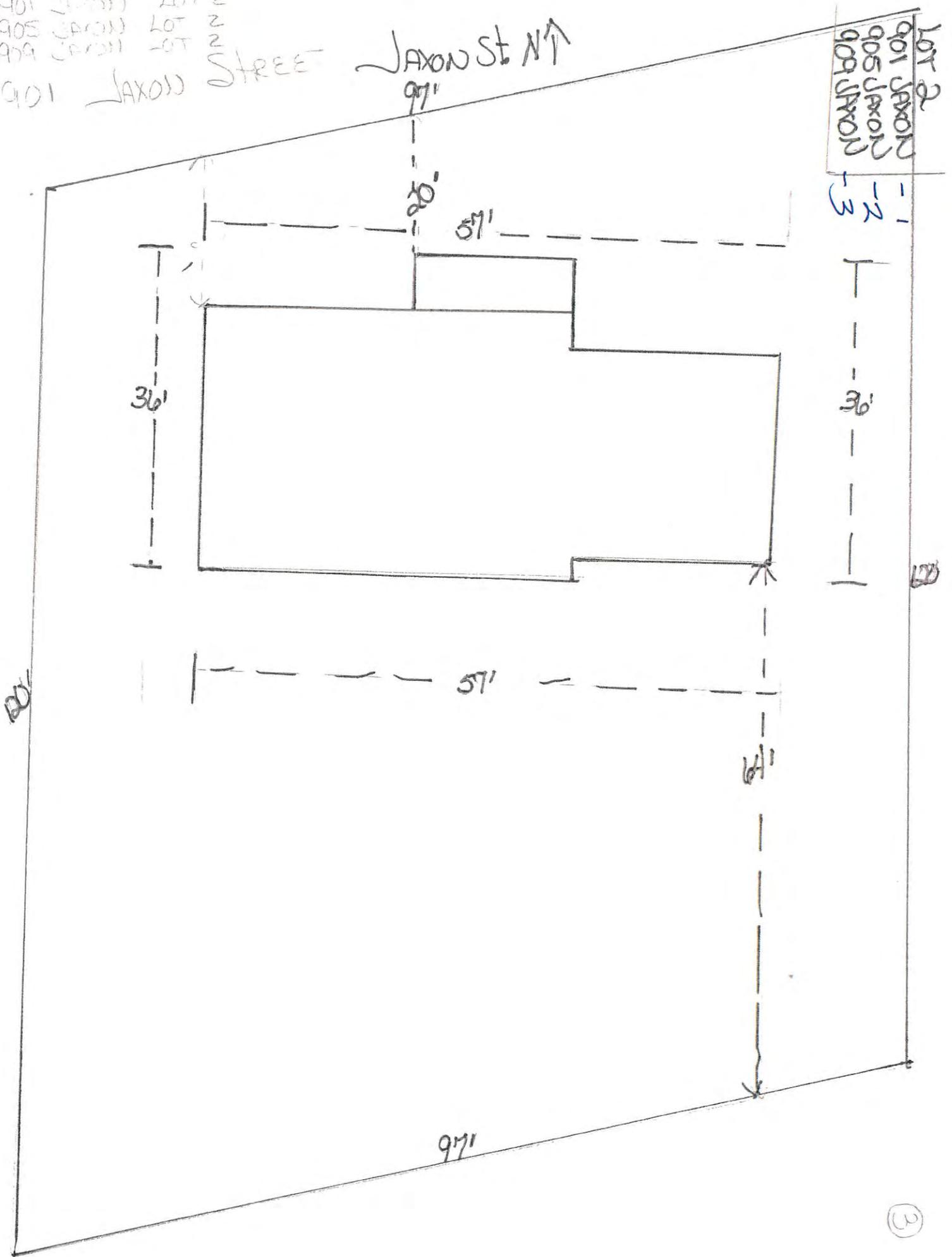
SCALE: 1" = 30' DATE: 10/27/17
DRAWN BY: J.S. APPROVED BY: [Signature] SHEET 1 OF 1

PAGE 27, 28

401 JAXON LOT 2
905 JAXON LOT 2
909 JAXON LOT 2
901 JAXON STREET

JAXON St N ↑

Lot 2
901 JAXON
905 JAXON
909 JAXON



LOT 2 416 TOMAR

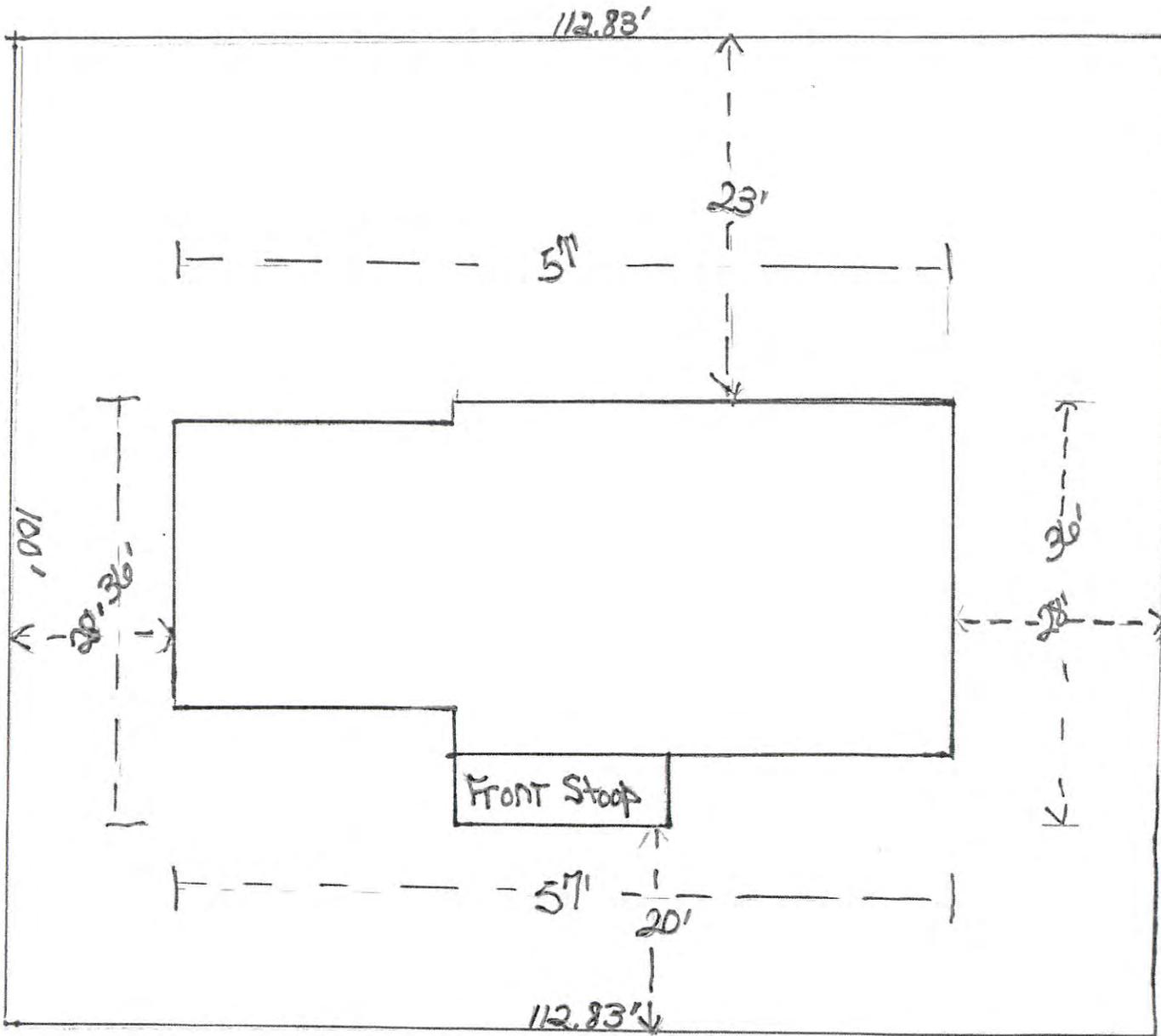
LOT 2
416 TOMAR

Lot 4

133815 NOXAP

100'

↖



Tomar Street

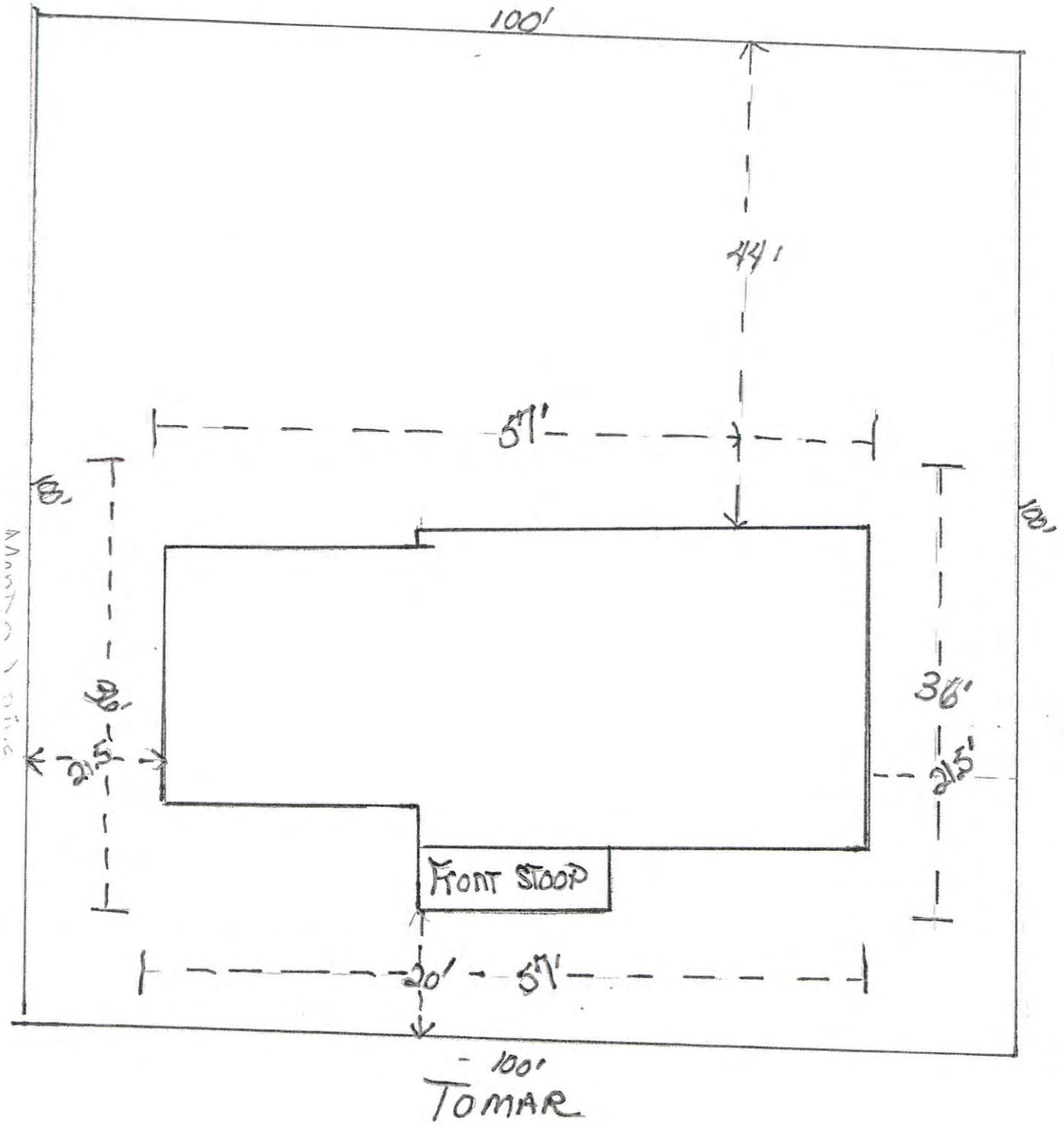
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Tomar

5

LOT 2 2108 TOMAR

LOT 2
2108 TOMAR - Lot 6



N

← 2

(6)

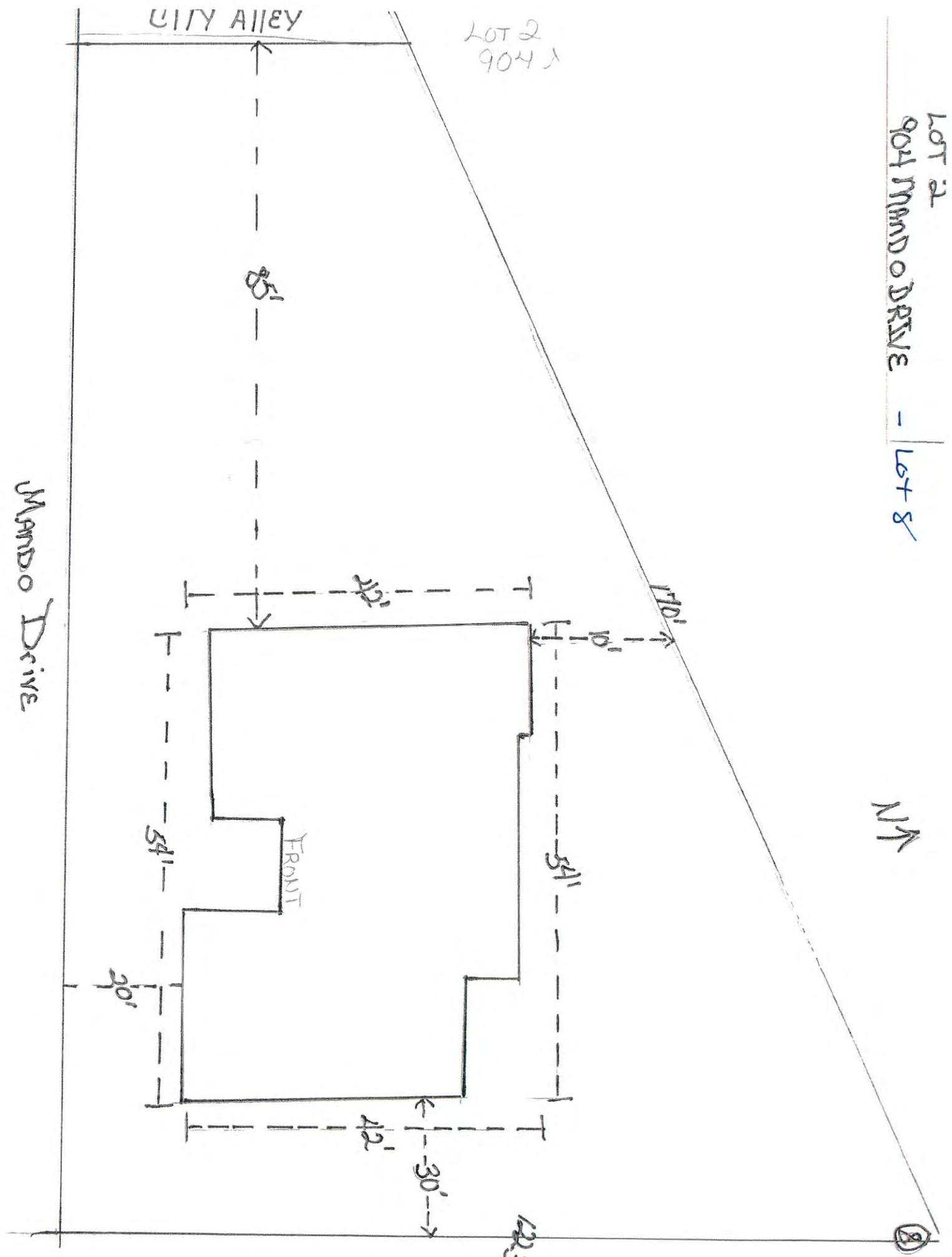
LOT 2
904 MANDO DRIVE - Lot 8

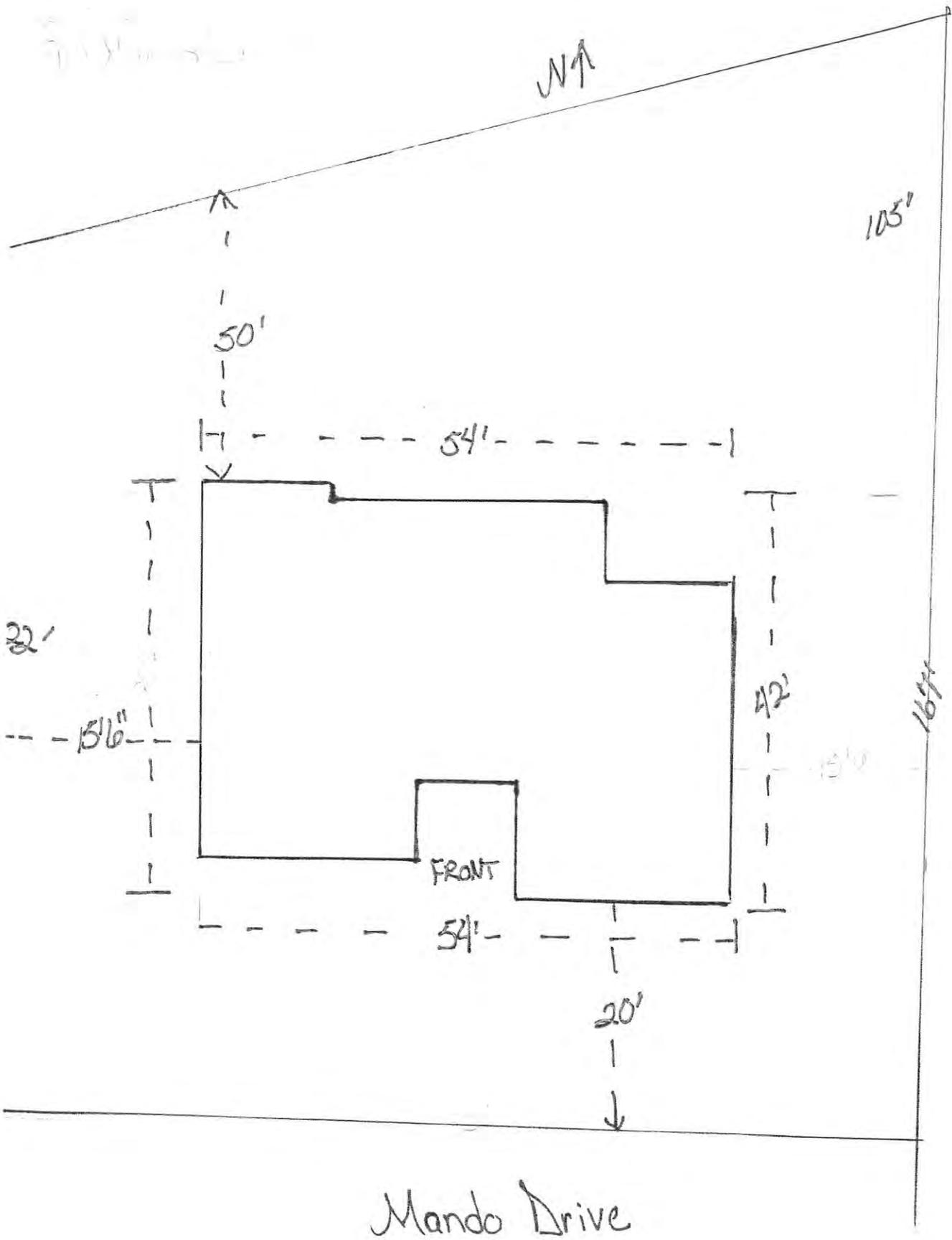
NN

LOT 2
904

CITY ALLEY

Mando Drive





Lot 2
 910 Mando Drive
 Lot 7

Mando Drive

Exhibit "3"

Phase 1 Site Plan

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

FILED
2013 APR 15 PM 2:17
Wayne, Nebraska

I, the undersigned, being the qualified authority in the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original as the same appears of record in the office of the County Clerk of Wayne County, Nebraska, and that the same is a true and correct copy of the original as the same appears of record in the office of the County Clerk of Wayne County, Nebraska.

Notary Public for the State of Nebraska
Wayne County, Nebraska

LOUIS BERGSTEIN, President
BENSCOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 2
APR 15 2013

SEAN BROWN
APR 15 2013

DAVID COLEMAN, Sr. VP
APR 15 2013

SEAN BROWN
APR 15 2013



SEAN BROWN
APR 15 2013



SEAN BROWN
APR 15 2013

REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the ____ day of June, 2017, by and between the Community Redevelopment Authority of the City of Wayne, Nebraska ("Authority"), and Angel Acres, LLC, a Nebraska limited liability company and Benscoter, Inc., a Nebraska corporation, jointly and severally ("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, the Authority has adopted, after approval by the Mayor and Council of the City, that redevelopment plan entitled "**Redevelopment Plan Crown II Housing Project 2017**" (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 (Crown II Development Project), Series 2017, to be issued in an amount not to exceed \$400,000.00 in substantially the form set forth on Exhibit C and the various Redevelopment Contract Amendments, 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.

"Lot" or "Lots" shall mean the separately platted and subdivided lots within the Redevelopment Project Area established pursuant to an approved and filed subdivision plat in accordance with the ordinances and regulations of the City.

"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. The Project shall include Project site acquisition costs and all improvements related to Project public infrastructure costs, site preparation costs, all as described in Section 3.04 of this Redevelopment Contract.

"Project Cost Certification" means a statement prepared and signed by the Redeveloper verifying the Redeveloper has become legally obligated for the payment of 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.

"Redeveloper" means Angel Acres, LLC, a Nebraska limited liability company and Benscoter, Inc. jointly and severally.

"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. The Redevelopment Project Area is also described on Exhibit A to the Redevelopment Plan. 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, as the same may be amended from time to time, including, without limitation, by Redevelopment Contract Amendments executed from time to time in connection with the separate Phases of the Project.

"Redevelopment Contract Amendment" shall mean an amendment to this Redevelopment Contract, for the purpose of establishing the effective date for the division of *ad valorem* taxes pursuant to section 18-2147 of the Act as to each Phase, as defined in Section 3.01 hereof, of lots in the Redevelopment Project Area. The form of the Redevelopment Contract Amendment is attached hereto as Exhibit F.

"Redevelopment Plan" means the Redevelopment Plan (also defined in the recitals hereto) for the Redevelopment Project Area related to the Project, as attached hereto as Exhibit B, prepared by the Redeveloper, 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.

"TIF 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 solely on representations made by the Redeveloper:
 - (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 joint venture between a Nebraska limited liability company, authorized to do business in the state of Nebraska and a Nebraska corporation, each 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 bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and

furnishing of the Project or the carrying into effect of this Redevelopment Contract or 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.

(f) The Redeveloper has not and will not apply for benefits under the Nebraska Advantage Act and will not apply for a refund of any sales tax related to the Redevelopment Project.

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 identified from time to time by the Redeveloper (such Lot or Lots being referred to herein as a "Phase") as identified in a Redevelopment Contract Amendment executed on behalf of the Redeveloper and delivered to the Authority in the form attached hereto as Exhibit F (each, a "Redevelopment Contract Amendment") 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 of the year in which the division of taxes occurs which shall be the Division Date as described in Exhibit F) of this provision as set forth in a Redevelopment Contract Amendment, consistent with the Redevelopment Plan. Said taxes shall be divided as follows:

(a) That portion of the ad valorem tax on real property in each Phase 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 Lots within such Phase 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 each Phase 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.

Provided a Redevelopment Contract Amendment in form attached hereto as Exhibit F and signed by the Redeveloper, and a proposed form of "Notice to Divide Tax for Community Redevelopment Project", all prepared in accordance with this Redevelopment Contract and the Act) is delivered to the Authority no later than July 1 of any year, the Authority shall: (a) execute the Redevelopment Contract Amendment, and (b) file before August 1 of such year a "Notice to Divide Tax for Community Redevelopment Project" for such Phase with the office of the Wayne County Treasurer and Wayne County Assessor, without requirement of additional hearings or public notice.

No Redevelopment Contract Amendment providing for the division of taxes pursuant to this Redevelopment Contract and Section 18-2147 of the Act shall be made after January 1, 2025.

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 September 1, 2017, the Authority shall issue one Tax Increment Revenue Bond, in one taxable series, in a maximum principal amount of Four Hundred Thousand and no/100 Dollars (\$400,000.00), 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 Redeveloper's attorney, and receive Bond proceeds from the TIF Bond Purchaser in said amount. At the option of the Redeveloper, 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 for reimbursement of site acquisition, including easements, site preparation costs, public infrastructure costs and utilities including those items as described on Exhibit D (the "Project Costs"), in the aggregate maximum amount not to exceed \$400,000.00. 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 and .

Section 3.05 Creation of Funds.

In the Resolution, the Authority has provided for the creation of a 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 "Crown II 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, 2039, shall be used solely for the payments required herein and by the Resolution; and

(b) a special trust fund called the "Crown II 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 structures on the site, and prepare the site for redevelopment. Redeveloper will coordinate with the City for the City's design and construction required for the installation of all public infrastructure improvements, including a water system, a sanitary sewer system, and a street system consisting of concrete paved streets and required storm sewers. Street improvements to Tomar Drive Mando Drive and East 4th Street will be accomplished by the creation of a paving district with assessments to the lots benefitted. The City will provide for the installation of such streets and attendant infrastructure. Special assessment districts will be created and assessments levied against lots benefitted in the Redevelopment Project area. The Redeveloper agrees not to protest the levies for such assessments and will pay all such assessments prior to delinquency. The Redeveloper shall provide and pay for infrastructure installation described in the Redevelopment Plan that are not installed by the City.

Redeveloper shall pay for the costs of the above public infrastructure from the grant provided in Section 3.04 hereof and other funds as necessary. 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 or bonds 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 September 1, 2017, 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 infrastructure to be installed in right of way to be dedicated to the city and any infrastructure to be connected to city utilities. 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's finance Director 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 \$400,000.00.

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 4.05 Payment of Special Assessments.

Redeveloper acknowledges that the City of Wayne shall create special assessment districts for the installation of certain infrastructure in the Redevelopment Project Area and specifically agrees not to protest such district creation or the levies for such assessments. Redeveloper further agrees to pay all levied special assessments prior to delinquency.

Section 4.06 Construction of Project.

Redeveloper agrees specifically that it will construct the Redevelopment Project improvements, including residences and the daycare facility in accordance with the schedule of improvements listed on Exhibit 1 to the Redevelopment Plan.

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 November 30, 2017, 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, 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, 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:
Finance Director, City of Wayne
306 North 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.

ATTEST:

Secretary

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
WAYNE, NEBRASKA

By: _____
Chairman

Benscoter, Inc.

By: _____
President

Angel Acres, LLC

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, 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

STATE OF NEBRASKA)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, Manager of Angel Acres, LLC, on behalf of the limited liability company.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, President of Benscoter, Inc., on behalf of the corporation.

Notary Public

EXHIBIT A
DESCRIPTION OF REDEVELOPMENT AREA

All lots and lands in Bencoter Addition Planned Unit Development Replat 2 and Bencoter Addition Planned Unit Development Replat 3 to the City of Wayne, Wayne County, Nebraska, together with Tomar Drive, Mando Drive, Fourth Street and Rugby Drive adjoining such lots.

**EXHIBIT B
REDEVELOPMENT PLAN**

[Attach copy of Redevelopment Plan]

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
(CROWN II REDEVELOPMENT PROJECT), SERIES 2017

No. R-1

Up to \$400,000.00
(subject to reduction as described herein)

<u>Date of Original Issue</u>	<u>Date of Maturity</u>	<u>Rate of Interest</u>
	December 31, 2036*	5.50%

REGISTERED OWNER: Angel Acres, LLC and Benscoter, Inc.

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

[S E A L]

By: _____ (manual signature)
Chairman

By: _____ (manual signature)
Secretary

* or, if sooner, fourteen years after the last effective date established for a Phase under the terms of the Redevelopment Contract

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, 2019, 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 _____, 2017, 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 \$400,000.00.

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 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.

[The remainder of this page intentionally left blank]

(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

Water lines	\$ 25,000
Street special assessments	\$ 62,000
Sidewalks and approaches	\$ 40,000
Street lights	\$ 3,000
Site acquisition	\$150,000
Site preparation	\$ 80,000
Engineering	\$ 30,000
Authority costs	<u>\$ 10,000</u>
Total requested grant	\$400,000.00

TOTAL

\$400,000.00

***Costs may vary between categories. A shift of costs per category is contemplated and approved not to exceed the total.**

EXHIBIT F

AMENDMENT TO REDEVELOPMENT CONTRACT

Amendment No. _____

This Amendment to Redevelopment Contract (this "Amendment") is made and entered into as of the _____ day of _____, 20____, by and between the Community Redevelopment Authority of the City of Wayne, Nebraska ("Authority"), and Angel Acres, LLC, a Nebraska limited liability company and Benscoter, Inc., a Nebraska corporation, jointly and severally ("Redeveloper").

RECITALS

WHEREAS, Authority and Redeveloper entered into a Redevelopment Contract, dated as of _____, 2017 (the "Contract");

WHEREAS, the Contract intended to implement the redevelopment plan entitled "Redevelopment Plan Crown II, LLC Housing Project", (the "Redevelopment Plan") to provide for the redevelopment of lots and lands located in a blighted and substandard area of the City of Wayne, Nebraska (the "City");

WHEREAS, in order to assist in the financing of the Redevelopment Project described in the Redevelopment Plan, the Contract provides for periodic amendments thereto; and

WHEREAS, pursuant to Section 3.01 of the Contract the parties desire to amend the Contract on the terms set forth herein and this Amendment shall constitute a "Redevelopment Contract Amendment" as defined in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby agree to amend the Contract as follows:

1. Definitions. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Contract.

2. Amendment – New Phase. This Amendment incorporates a new Phase to the Project entitled [Phase No. _____].

(a) Lots. This new Phase shall include all of Lots in the Redevelopment Project Area for which a building permit has been issued by the City during the calendar year prior to the Effective Date described in Section 2 (b) hereof, which lots are described as follows:

[identification of such Lot(s) including the legal description of each]

(b) Effective Date. The effective date of the Amendment shall be January 1, 20___. [The effective date shall be the January 1st of the year following the issuance of a building permit for a residence to be constructed on a Lot described in Section 2 (a) hereof.]

(c) Division Date. The Division Date (the "Division Date") shall mean the effective date for purposes of dividing taxes pursuant to Section 18-2147 of the Nebraska Community Development Law. The Division Date for the applicable Phase shall be January 1, 20___; and a proposed form of the "Notice to Divide Tax for Community Redevelopment Project" applicable to such Phase is attached hereto as Exhibit A and incorporated herein by this reference. [The Division Date shall be the January 1st of the year following the issuance of a building permit for a residence to be constructed on a Lot described in Section 2 (a) hereof.] For purposes of the Notice to Divide Tax for Community Redevelopment Project, the calendar year in which the division of real property tax becomes effective shall be the year of the Division Date.

(d) Base Value Year. The base value year for such Phase shall be 20___. [The Base Value Year, shall mean the calendar year prior to the Division Date described in Section 2 (c) hereof.] For purposes of the Notice to Divide Tax for Community Redevelopment Project, the Base value Year shall be the year defined in this Section 2 (d).

3. Requirement to File Notice to Divide Tax for Community Redevelopment Project. The Authority shall execute and file with the Wayne County Assessor and Treasurer a signed original of Exhibit A, attached hereto, being the Notice to Divide Tax for Community Redevelopment Project, prior to August 1, 20___. [This date shall be the August 1 following the Division Date described in Section 2 (c) hereof.]

4. Miscellaneous Provisions.

(a) Effectiveness. This Amendment shall become effective when and only when counterparts of this Amendment have been duly executed by both Authority and Redeveloper.

(b) Ratification of Contract. Except as amended by this Amendment, the Contract shall remain in full force and effect and is hereby ratified and confirmed in all respects. Each party acknowledges and agrees to all terms of the Contract, as the same are amended by this Amendment, and makes and restates each representation and warranty set forth therein as if made on the date of this Amendment.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Amendment to
Redevelopment Contract as of the date and year first above written.
COMMUNITY REDEVELOPMENT

ATTEST:

Secretary

AUTHORITY OF THE CITY OF
WAYNE, NEBRASKA

By: _____
Chairman

Benscoter, Inc.

By: _____
President

Angel Acres, LLC

By: _____
Manager

STATE OF NEBRASKA)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, 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

STATE OF NEBRASKA)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, Manager of Angel Acres, LLC, on behalf of the limited liability company.

Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, President of Benscoter, Inc., on behalf of the corporation.

Notary Public

EXHIBIT A

Notice to Divide Tax for Community Redevelopment Project

[TO BE ATTACHED]

RESOLUTION NO. 2017-54

A RESOLUTION APPROVING THE FINAL PLAT FOR THE "BEAUMONT FIRST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA."

WHEREAS, the Planning Commission, upon review of the Final Plat of the "Beaumont First Addition to the City of Wayne, Wayne County, Nebraska," legally described as:

Legal Description:

THAT PART OF THE NORTH-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTH-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE N88°04'43"E, ALONG THE SOUTH LINE OF SAID NORTH-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 54.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY #15 AND THE POINT OF BEGINNING; THENCE N02°44'25"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 349.72 FEET; THENCE N01°51'17"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 90.17 FEET TO THE SOUTHWEST CORNER OF A PARCEL FILED ON MARCH 16, 1998, BY LS #488, IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE, SAID PARCEL ALSO FILED WITH THE STATE RECORD REPOSITORY ON FEBRUARY 17, 1998; THENCE N85°50'01"E, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 649.80 FEET; THENCE S02°33'31"E, A DISTANCE OF 465.34 FEET TO THE SOUTH LINE OF SAID NORTH-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE S88°04'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 649.58 FEET TO THE POINT OF BEGINNING; CONTAINING 6.75 ACRES MORE OR LESS,

on June 5, 2017, recommended approval thereof, based upon the following "Findings of Fact:"

- Consistency with the Comprehensive plan and the current and future land use maps; and
- Staff's recommendation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Final Plat of the "Beaumont First Addition to the City of Wayne, Wayne County, Nebraska" be approved subject to the recommendations of the Planning Commission and the foregoing "Finding of Fact."

PASSED AND APPROVED this 20th day of June, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2017-21

AN ORDINANCE ADOPTING AND INCORPORATING BY REFERENCE THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE, NEBRASKA, AND REPEALING ALL OTHER ORDINANCES, REGULATIONS, AND COMPREHENSIVE PLANS IN CONFLICT THEREWITH.

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

Section 1. There is hereby adopted and incorporated herein by reference the "Comprehensive Plan" for the City of Wayne, Nebraska. Not less than 3 copies of said Comprehensive Plan, in book form marked or stamped "Comprehensive Plan as adopted by Ordinance No. 2017-22," and to which shall be attached a published copy of this ordinance shall be filed with the City Clerk to be open to inspection and available to the public during regular office hours.

Section 2. The Planning Commission, upon review of the Comprehensive Plan on June 5, 2017, recommended approval thereof, based upon the following "Finding of Fact:"

➤ Staff's recommendation.

Section 3. The existing Comprehensive Plan for the City of Wayne, Nebraska, is hereby repealed.

Section 4. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this ____ day of _____, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2017-22

AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING (SUPPLEMENTARY DISTRICT REGULATIONS), SECTION 152.139 PARKING REGULATIONS; 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 Title XV, Chapter 152, Section 152.139 of the Wayne Municipal Code is hereby amended to read as follows:

§ 152.139 PARKING REGULATIONS.

(A) Parking, storage or use of recreational equipment.

(1) All recreational equipment shall be parked behind the building line except for a period not to exceed 72 consecutive hours for purposes of loading and unloading. The building line of a residential dwelling on a corner lot fronts the street that the dwelling is addressed to. No recreational equipment shall be used for living, sleeping or housekeeping purposes in excess of 30 days in a 60-day period when parked or stored on a residential lot or on any location not approved for such use.

(2) Council may consider granting a waiver upon individual application for recreational equipment in parking spaces existing prior to the passage and approval of this section and based upon the parking surface and the distance from the street in connection with traffic hazards.

(B) Minimum off-street parking and loading requirements.

(1) Off-street motor vehicle parking and loading space shall be provided on any lot, or the terrace adjacent to the lot, on which any of the indicated structures and uses are hereafter established. These requirements are thus only applicable to construction of a new structure (regardless of whether or not another building previously existed on the property), when a structure's use changes from one use (as listed in the schedule of minimum off-street parking and loading requirements in this chapter) to another, or to any existing multiple family structure to which an addition is constructed that results in more dwelling units than existed prior to the addition. Such space, as defined in § 152.010 of this chapter, shall be provided with vehicular access to a street or an alley. A required loading space shall include a ten-foot by 50-foot space with a minimum of 14 feet of height clearance. The loading space shall be so located as to avoid undue interference with public use of streets, alleys and walkways. Minimum off-street parking and loading requirements, which shall be applicable in all zoning districts to the structures and uses indicated, shall be set forth in the following schedule of minimum off-street parking and loading requirements. If minimum off-street parking required in the schedule cannot be reasonably provided on the same lot, or the terrace adjacent to the lot, on which the principal structure or use is conducted in the opinion of the Board of Adjustment, the Board may permit

such space to be provided on other off-street property, provided that such space lies within 400 feet or the entrance to such principal structure or use. Non-residential uses in the B-2 District shall be exempt from these parking and loading requirements.

(2) For purposes of this division, terrace parking shall be considered off-street parking.

(3) Any corner lot located in a residential zoning district shall only use the terrace adjacent to one of the lot's front yards for terrace parking. Terrace parking constructed before May 1, 2013 or designed through a building permit approved by May 1, 2013 shall be exempt from this restriction on a corner lot.

(4) Shared Parking. In meeting the requirements of the Schedule of minimum off-street parking and loading requirements, adjacent land uses, lots or sites, as well as uses on the same property may share parking under the following conditions and standards:

a) All landowners participating in the shared parking shall execute the necessary cross-access easements which shall exist for the duration of the grantee's use to facilitate shared parking and record all documents for the easements with the County unless the uses are on the same property under common ownership.

b) A written agreement for the joint use of parking facilities shall be executed by the parties and approved by the City unless the uses are on the same property under common ownership.

c) All shared parking spaces shall be within a reasonable proximity of the main entrance of any building sharing the parking and provide direct pedestrian access to the entrance either by way of pedestrian alleys and passes, or by way of public sidewalks in the streetscape. In general, locations greater than 600' shall not qualify unless exceptional circumstances justify.

d) Parking requirements shall be the cumulative requirements of the uses sharing the parking, except where different categories of uses (Retail or Service, Employment, Civic, or Residential) are participating in the sharing agreement and are likely to generate distinctly different times of peak parking demand. The following table is a base guide for shared parking. Each use should provide a percentage of parking required by these regulations according to the Shared Parking Schedule below. Whichever time period requires the highest total parking spaces among the various uses should be the amount of parking provided subject to the shared parking agreement. Alternative parking allocations may be approved by the City Council based on industry data or other sufficient evidence and analysis of peak parking demands for specific uses.

(c) Parking or driveway surface shall have the curb ground or sawed out the entire parking or drive-way width. Exception: when proposed parking is parallel to the curb and there are two approach or driveway curb inlet and outlet ramps.

(d) Parking surfaces located in the terrace shall be large enough and shall be required to have a parking barrier to prevent vehicles from overhanging the curb or sidewalk. The minimum size of a parking stall surface shall be a nine-foot by 20-foot rectangle.

(e) Terrace parking shall not interfere with the intersection site triangle of this code.

(f) Driveway surfaces shall include all of the terrace right-of-way from the street back of curb to the property line.

(g) Terrace parking and driveway surfaces shall be excavated a minimum of four inches deeper than the surrounding terrain or unpaved surface.

(h) Parking or driveway surfaces at the back of curb line shall be excavated to the same depth as the abutting street depth a minimum of 12 inches wide the entire width of the parking surface or driveway.

(i) Parking or driveway surfaces shall be placed on a minimum of two inches of compacted sand or gravel material.

(j) Proposed parking or driveway surface property owner shall first obtain a curb grind permit and/or driveway apron construction permit.

(2) *Interior of the lot.*

(a) Parking or drive surfaces interior of the property shall be material other than dirt, grass or weeds, as identified below:

1. Concrete;
2. Asphalt;
3. Bricks;
4. Concrete pavers;
5. Aggregate (but not pea gravel, road gravel, sand or other aggregates symmetrical or round in nature less than one and one-half inches in diameter);
6. Fractured concrete; and
7. Cinders.

(b) All of the above materials (except divisions (C)(2)(a) and (C)(2)(b) above) shall be contained within a suitable barrier of sufficient height (e.g., landscape timber, railroad ties, landscaping blocks, lumber, but excluding tires) that retain the material, and shall conform to the abutting surface topography, sufficiently anchored to resist movement, and must retain the parking surface material from spreading into the street, alleys or abutting vegetative areas.

(c) No weeds, grass or other vegetation shall be allowed within the defined area of parking or driveway surfaces.

(d) Entire parking or driveway surface shall be evenly surfaced or covered so that at no time is the underlying dirt visible.

(D) *Asphalt, concrete.* Any new single family type residential dwellings built after 6-15-2006 shall have all driveway areas and parking areas constructed of asphalt or concrete.

(E) *Curb ground, drive surface.* All driveway entries from the paved street shall have the curb ground or removed and a drive surface installed to the front property line.

(F) *Design standards for parking lots.*

(1) *Definitions.* For the purpose of this division (F), the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~**NON-PERMANENT PARKING SURFACES.** Any surface other than bare dirt, grass or weeds, but is aggregate in nature (i.e., crushed limestone, red granite, crushed concrete, slag or other material that cannot be displaced or easily moved by storm water run-off) and shall be conditionally approved for a specified time period by the Zoning Administrator.~~

PERMANENT PARKING SURFACES. Any of the four surfaces allowed in division (F)(4)(b) below.

(2) *Drainage.*

(a) All permanent parking lots shall be designed to develop proper site drainage. Proper site drainage is required to dispose of all storm water that is accumulated on the site.

(b) If a new permanent parking lot containing 6,000 square feet or more is located within 150 feet or reasonably accessible to a storm sewer or other drainageway, including open channels and creeks, but excluding gutters, the following standards shall apply:

1. The permanent parking lot must be graded and surfaced such that storm water runoff from the site is collected on the site by a parking lot drainage system and carried to an approved public storm sewer system, and not allowed to discharge through the driveway entrances and exits onto the public way. Proposed finish elevation of the parking lot must be indicated on appropriate plans; and

2. All parking lots shall be graded as to eliminate standing water on site to reduce or eliminate the silt run off from the lot onto the street or into the public storm water conveyance system. Non-permanent parking surfaces shall only be allowed that do not cause silt or other debris to travel onto the street or into the public storm water conveyance system, providing that no vegetation growth occurs interior of parking surfaces (i.e., weeds or other volunteer growth).

(3) *Parking barriers.*

(a) *Required.* Approved parking barriers must be provided around parking lots to prevent the parking of vehicles overhanging the sidewalk space, public alley or other public property and adjacent residential property. Approved barriers are also required as necessary to protect any required landscaping or landscape screen planting.

(b) *Approved barriers.* Approved barriers include the following type of barriers. Other barriers may be approved, subject to the approval of the city:

1. Poured concrete curb, nominal six inches by six inches exposed;
2. Fence (minimum 30-inch height), wire fabric, solid wood, post and rail;
3. Masonry or concrete wall (minimum 30-inch height);
4. Guard rail;
5. Post and cable; and
6. Precast concrete barriers, firmly and permanently anchored.

(c) *Location.* Barriers must be located to contain the parking within the approved parking lot. When a concrete curb is used as a barrier for perpendicular or angle parking, it must be offset at least two feet from the edge of the parking lot to allow for the front overhang of the vehicle. Other type barriers may be located at the edge of the parking lot.

(4) *Parking layout and markings.*

(a) The developer shall submit to the city for review and approval, a detailed and accurately scaled parking lot layout, clearly showing the location of parking spaces and aisles, all conforming to city standards. Upon construction of the parking lot, the parking spaces must be marked on the parking lot surface according to city standards to the extent that those spaces are required in connection with a development. Spaces not required for a development need not be marked, or may be marked to lesser standards. Handicapped parking stalls required by state statutes shall be designed and signed per ADA standards.

(b) All permanent parking lots shall be surfaced with one of the following minimum cross sections:

1. Five inches of Class A portland cement concrete;
 2. Six inches of asphaltic concrete;
 3. Four inches of aggregate (i.e., crushed rock, crushed concrete, slag or other material that cannot be displaced or easily moved by storm water run-off); and
 4. Paving bricks or blocks, subject to approval of the city.
- (5) *Surfacing.* The non-permanent parking lot may be surfaced as approved by the city, and shall be maintained in a dust free condition. It should be noted that the above alternatives are designed only to serve as minimum standards. In situations where moderate to heavy truck loads are anticipated, the structural load capacity of the surfacing should be analyzed and designed accordingly. In such instances, a thicker or reinforced section may be desirable.
- (6) *Schedule of minimum off-street parking and loading requirements.*

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Bed and breakfast guest home	1 space per 2 rental guest rooms	None
Bowling alleys	4 4 spaces per alley	1 space per establishment
Child care centers	1 space per employee plus 1 space per each 10 persons of licensed capacity	1 space per 10 children
Churches, synagogues and temples	1 space per 4 seats in main unit of worship	None required
Domestic shelters	1 space for every 4 residents plus 1 space per 2 employees	None required
Eating and drinking places	Parking spaces equal to 30% of capacity in persons	2 1 spaces per establishment
Education uses	Parking spaces equal to 40% of capacity in students	2 spaces per structure
Education uses, nursery and primary	Parking spaces equal to 20% of capacity in students	2 spaces per structure
Funeral homes and chapels	8 spaces per reposeing room	2 1 spaces per establishment
Hospitals	1 space per 2 beds	3 2 spaces per establishment
Hotels & Motels	1 space per 2 rental units	1 space per establishment
Industrial uses	1 space per 2 employees on largest shift	2 spaces per establishment
Libraries	1 space per 500 square feet floor area	1 space per structure

<i>Structures and Uses</i>	<i>Minimum Off-Street Parking Regulations</i>	<i>Minimum Off-Street Loading Requirements</i>
Medical clinics	5 spaces per staff, doctor or dentist	None required
Mobile home park	2 spaces per dwelling unit	None required
Motels	1 space per rental unit	None required
Private clubs and lodges	1 space per 500 square feet floor area	1 space per establishment
Residential structures (multiple family and townhouse)	1.25 space per sleeping room	None required
Residential structures (single-family and two-family)	2 spaces per dwelling unit	None required
Retail sales establishment	1 space per 200 250 square feet sales floor area	1 space per establishment
Roadside stands	4 spaces per establishment	None required
Sanitariums, rest home service, convalescent	1 space per 3 beds, plus 1 space per employee	1 space per establishment
Service establishment	1 space per 200 350 square feet gross floor area	1 space per establishment
Theaters, auditoriums, places of assembly	1 space per 5 people in design capacity	1 space per establishment
Veterinary establishment	3 spaces per staff doctor	None required
Wholesale and distribution operations	1 space per 2 employees on largest shift	2 spaces per establishment 1 space for every 10,000 s.f. gross floor area with a maximum of 2 spaces

(2002 Code, § 90-710) (Ord. 93-11, passed 9-28-1993; Ord. 2001-19, passed 11-27-2001; Ord. 2002-17, passed 12-17-2002; Ord. 2006-10, passed 9-12-2006; Ord. 2007-26, passed 1-15-2008; Ord. 2009-17, passed 7-21-2009; Ord. 2012-60, passed 12-18-2012; Ord. 2013-11, passed 2-19-2013; Ord. 2013-29, passed 6-18-2013; Ord. 2014-37, passed 12-16-2014)

Section 2. The Planning Commission, upon review of the Comprehensive Plan on June 5, 2017, recommended approval thereof, based upon the following "Finding of Fact:"

➤ Staff's recommendation.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2017-55

A RESOLUTION APPROVING ONELIBRARY CONSORTIUM INTERLOCAL AGREEMENT.

WHEREAS, OneLibrary is a consortium of publicly funded libraries in the northeastern part of the State of Nebraska, whose mission is to enrich the collections, share the resources, enhance the services and strengthen support for its members; and

WHEREAS, the City of Wayne last approved an Interlocal Agreement on May 10, 2005, to provide services as provided therein; and

WHEREAS, said Interlocal Agreement is being amended to replace the original Interlocal Agreement dated January 16, 2001.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the OneLibrary Consortium Interlocal Agreement, a copy of which is attached hereto, be approved as written, and the City Administrator and/or Mayor is authorized and directed to execute said Interlocal Agreement on behalf of the City.

PASSED AND APPROVED this 20th day of June, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

ONELIBRARY CONSORTIUM

INTERLOCAL AGREEMENT

The basis on which the OneLibrary Consortium was established is the Interlocal Agreement, made and entered into on January 16, 2001 by and between the City of Norfolk, Nebraska, the City of Columbus, Nebraska and the Northeast Community College, Norfolk Nebraska. Execution of this Agreement by the City of Norfolk, the City of Columbus, the City of Wayne, the City of Schuyler, the City of Scottsbluff, Northeast Community College and Central Community College, shall serve to terminate the prior Interlocal agreement dated January 16, 2001.

1.0 ONELIBRARY CONSORTIUM ESTABLISHMENT AND GOALS:

1.1 OneLibrary is a consortium of publicly funded libraries in the State of Nebraska. Its mission is to enrich the collections, share the resources, enhance the services and strengthen support for its member libraries. The mission is achieved through supporting a unified catalog of library resources, an efficient materials request and delivery system, and other activities that enable its members to provide library services efficiently and effectively.

1.2. Startup funds for the OneLibrary project were provided by grants from the Nebraska Library Commission, the Nebraska Information Technology Commission and the Peter Kiewit Foundation, in addition to each library's contribution of funds. Each participating library contributed budgeted funds for data processing expenses and for local equipment purchases.

1.3. Each member's goal shall be to maintain and enhance a strong working relationship with member libraries. All member libraries shall subscribe to the goals and primary functions of OneLibrary as noted below.

1.4. OneLibrary is based on integrated library software and computer equipment located at each member institution and linked via the Internet and the union catalog.

1.5. The functions of OneLibrary are listed below, not necessarily in priority order of importance:

- a. To provide access to the union catalog of the member libraries;
- b. To allow patrons to request needed materials from the collections of member libraries;
- c. To enhance cooperative electronic and physical document delivery of materials held by member libraries;
- d. To provide potential access to electronic databases other than the union catalog to member libraries and their patrons; and
- e. To support cooperative collection development activities by member libraries.

1.6 This Agreement and the OneLibrary project shall be perpetual and shall continue so long as at least two (2) parties remain participating in this Interlocal Agreement.

2.0 THE ONELIBRARY COUNCIL AND GOVERNANCE STRUCTURE:

2.1 OneLibrary is governed by a governing board of representatives from each member institution. That board, called the OneLibrary Council, shall consist of the library directors of member libraries.

2.2 The OneLibrary Council will elect a President. The term of service and obligations of office shall be published in the OneLibrary Bylaws.

2.3 Each member institution shall have one vote on the OneLibrary Council.

2.4 The Council shall develop and maintain bylaws governing OneLibrary activities and services.

2.5 The Council shall approve OneLibrary budgets and expenditures plans.

2.6 The Council shall set policies for OneLibrary and its relationship with member libraries.

2.7 The OneLibrary Council shall establish other advisory groups or ad-hoc committees as needed.

2.8 Should any member leave the OneLibrary consortium, the leaving member shall forfeit any interest it may have in the property owned by OneLibrary to the remaining OneLibrary members. Except as otherwise provided in this Agreement, in the event all OneLibrary members shall agree to disband the OneLibrary consortium, any property owned by OneLibrary shall be distributed equally between the disbanding members.

3.0 NORFOLK PUBLIC LIBRARY RESPONSIBILITIES:

3.1 The Norfolk Public Library shall serve as the business agent for OneLibrary and shall provide administrative and technical support for the consortium as follows:

3.2 Budget and accounting activities for OneLibrary shall be maintained by the City of Norfolk.

3.3 The staff of the Norfolk Public Library shall provide the OneLibrary Council with all necessary management information, including but not limited to technical and financial reports.

3.4 The Norfolk Public Library shall draft an annual report subject to the approval of the OneLibrary Council.

3.5 The Norfolk Public Library shall be the official repository for OneLibrary documentation, correspondence and other business records.

4.0 MEMBER LIBRARIES DUTIES:

4.1 Each member library shall be responsible for purchasing and maintaining its own local system hardware and software.

4.2 Each member library shall provide, at its expense, all costs to link and ensure reliable access from the library's local system to the union catalog.

4.3 The ongoing expenses associated with the delivery of services by OneLibrary shall be a pro-rata amount for software maintenance, supplies and reserve costs. The pro-rata costs for annual software maintenance charges will be figured as a proportion of the number of materials held in each individual library compared to the overall total number of materials held by the consortium.

4.4 Each new member library shall provide to OneLibrary automation vendor a copy of its bibliographic, authority and holdings databases for loading into the central system. The member library shall be responsible for all expenses associated with the profiling and migration of its database.

4.5 Each member library shall provide to OneLibrary additional records added to the above mentioned databases using mutually acceptable catalog rules and procedures.

4.6 Each member library shall participate in interlibrary loan circulation according to each library's respective current circulation policy. Provision of the widest possible Interlibrary Loan circulation of materials under these policies shall be a goal of the consortium.

4.7 Each member library shall participate in the OneLibrary electronic and physical document delivery services that support the circulation noted in section 4.6 and other cooperative services and activities as approved by the OneLibrary Council.

4.8 Each member library shall actively participate in the general management and advisory activities of OneLibrary by maintaining active participation in the OneLibrary Council and in additional groups established by the OneLibrary Council including but not limited to standing committees, ad-hoc committees, task forces, and advisory bodies. Travel costs are the responsibility of the member library.

4.9 The OneLibrary Council may terminate a member library's OneLibrary membership only if the institution materially breaches its duties and such duties remain breached for 180 days after notification by OneLibrary or if to continue participation would violate laws of the State of Nebraska.

4.10 Each member library can at its discretion withdraw from the OneLibrary consortium. Such withdrawal will be effective upon 60 days written notice. The withdrawing member library will not receive any refund of monies paid to automation vendor and is responsible for the cost of removing their holdings from the OneLibrary database. The withdrawing library will continue to pay software costs until all records are removed.

4.11 Each member library shall be responsible for verifying copyright and/or fair use status and/or obtaining copyright permission prior to its placing or introducing any information, text, graphics or data into the OneLibrary database(s). Member libraries agree they shall be solely responsible and shall indemnify the other parties to this Agreement and hold them harmless from any claim, loss, liability or expense due to loading of copyrighted materials in the OneLibrary database(s) by the employees or agents of the member library where such loading or subsequent use, viewing, printing, downloading or recopying is alleged to be infringing.

5.0 DATA RIGHTS AND OBLIGATIONS

5.1 Data obtained by the union catalog site from each member library shall hereby be contributed to OneLibrary for use in achievement of OneLibrary's goals, subject to any third-party license restrictions attached to such data.

5.2 Data obtained by each member library from the union catalog shall hereby be contributed to the member library, subject to any third-party license restrictions attached to such data.

6.0 MISCELLANEOUS

6.1 Except as otherwise limited by Nebraska law, each party shall be responsible for its tortious act or omissions and those of its officers or employees arising out of, or in any way connected with the performance or obligations of each party under this Agreement.

6.2 This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent or waiver of terms of this Agreement shall bind either party, unless in writing and signed by all parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorized representatives, acknowledge having read and understood the agreement and to be bound by its terms and conditions.

THE CITY OF NORFOLK, NEBRASKA
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
Norfolk City Attorney

THE CITY OF COLUMBUS, NEBRASKA
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
Columbus City Attorney

NORTHEAST COMMUNITY COLLEGE
A Nebraska Community College

By: _____
Its President

CENTRAL COMMUNITY COLLEGE
A Nebraska Community College

By: _____
Its President

THE CITY OF WAYNE, NEBRASKA
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
Wayne City Attorney

THE CITY OF SCHUYLER, NEBRASKA
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
Schuyler City Attorney

THE CITY OF SCOTTSBLUFF, NEBRASKA
A Municipal Corporation,

ATTEST:

Mayor

City Clerk

(S E A L)

Approved as to form: _____
Scottsbluff City Attorney

ORDINANCE NO. 2017-17

AN ORDINANCE AMENDING THE ZONING MAP AND CHANGING THE ZONING OF PROPERTY LEGALLY DESCRIBED AS LOT 1 OF THE GIESE ADDITION AND TAX LOTS 31 AND 39 IN PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 3, EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, FROM I-1 LIGHT INDUSTRIAL AND MANUFACTURING DISTRICT TO R-2 RESIDENTIAL DISTRICT.

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

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

Lot 1 of the Giese Addition and Tax Lots 31 and 39 in part of the North Half of the Southeast Quarter of Section 13, Township 26 North, Range 3, East of the 6th P.M., Wayne County, Nebraska.

Section 2. That the Planning Commission held a public hearing on May 1, 2017, regarding this rezoning request, and have recommended approval thereof subject to the following "Findings of Fact:"

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

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

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

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

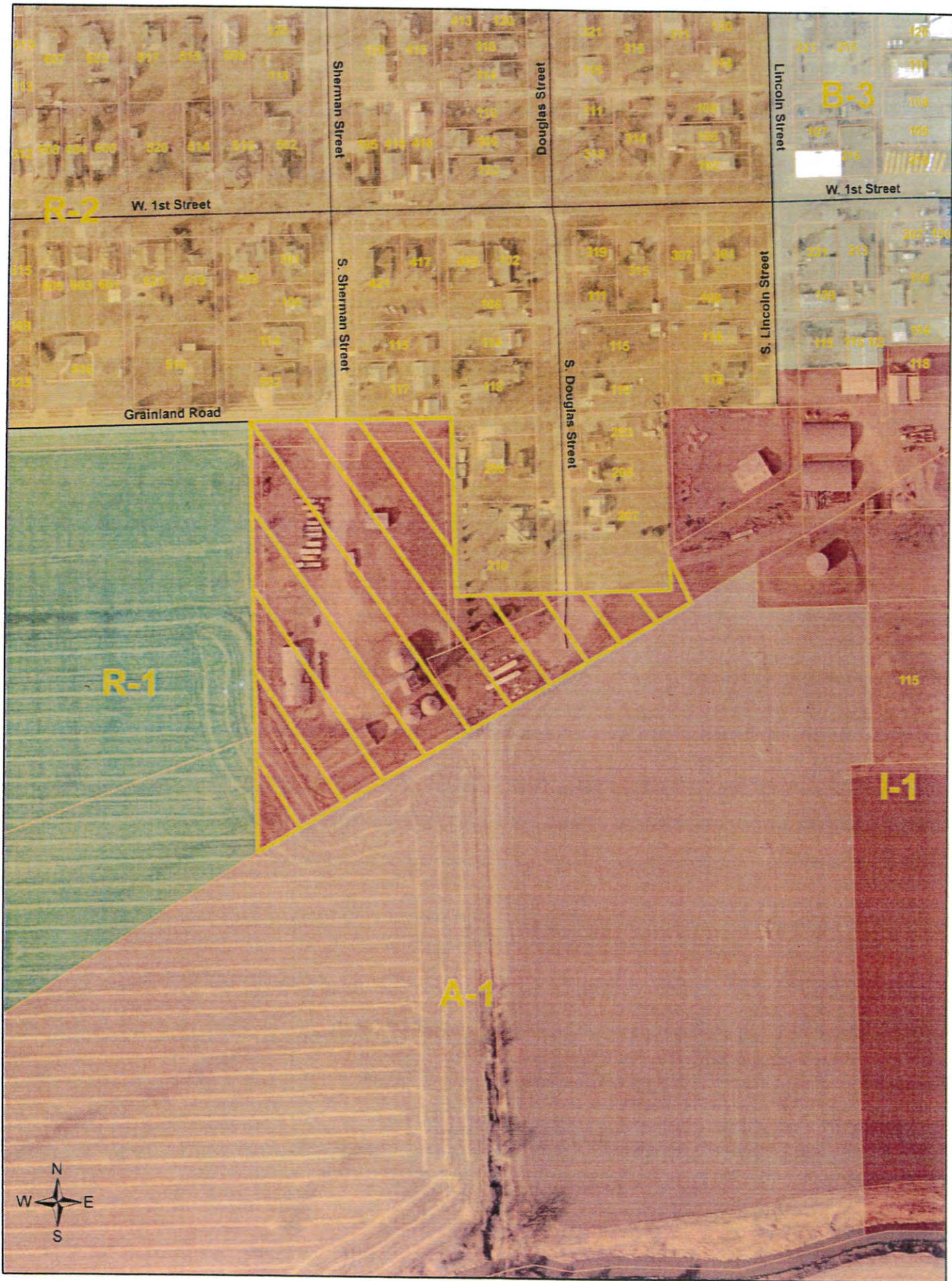
PASSED AND APPROVED this 20th day of June, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



ORDINANCE NO. 2017-19

AN ORDINANCE CREATING WATER EXTENSION DISTRICT NO. 2017-01 OF THE CITY OF WAYNE, NEBRASKA; ESTABLISHING THE OUTER BOUNDARIES OF THE DISTRICT; DESIGNATING THE SIZE, LOCATION AND TERMINAL POINTS OF WATER MAINS AND WATER LINES WITHIN SAID DISTRICT; AND REFERRING TO PLANS AND SPECIFICATIONS AND COST ESTIMATES AS PREPARED BY THE ENGINEER IN CONNECTION THEREWITH AND ON FILE WITH THE CITY CLERK (BEAUMONT EVENT CENTER).

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

Section 1. The Mayor and Council of the City of Wayne, Nebraska, hereby find and determine that it is necessary and advisable to extend the municipal water system beyond the existing system by the construction of water mains and water lines and appurtenant improvements and that for the purpose of constructing said water mains and related improvements, there is hereby created Water Extension District No. 2017-01 of the City of Wayne, pursuant to authority granted in Section 19-2402, R.R.S. Neb. 2012.

Section 2. The outer boundaries of Water Extension District No. 2017-01 shall consist of a tract of land located in Wayne County, Nebraska, being described as follows:

Limits of District:

A 150.00-FOOT WIDE STRIP IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 NORTH, RANGE 4 EAST OF THE 6TH P.M., WAYNE COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE S01°58'36"E, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 659.61 FEET TO THE SOUTHWEST CORNER OF THE NORTH-HALF OF THE NORTH-HALF OF SAID SOUTHWEST QUARTER; THENCE N88°04'43"E, ALONG THE SOUTH LINE OF SAID NORTH-HALF OF THE NORTH-HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 54.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY #15 AND THE POINT OF BEGINNING; THENCE N02°44'25"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 150.02 FEET; THENCE N88°04'43"E, PARALLEL TO THE SOUTH LINE OF SAID NORTH-HALF OF THE NORTH-HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 1395.30 FEET; THENCE S02°01'08"E, A DISTANCE OF 684.92 FEET TO THE NORTH LINE OF A PARCEL OF LAND IN A DEED FILED ON MARCH 10, 1993, AS MICROFILM #930277 IN THE WAYNE COUNTY REGISTER OF DEEDS OFFICE; THENCE S87°41'36"W, ALONG SAID NORTH LINE, A DISTANCE OF 150.00 FEET; THENCE N02°01'08"W, A DISTANCE OF 535.93 FEET TO THE SOUTH LINE OF SAID NORTH-HALF OF THE NORTH-HALF OF THE SOUTHWEST QUARTER;

THENCE S88°04'43"W, ALONG SAID SOUTH LINE, A DISTANCE OF 1243.41 FEET TO THE POINT OF BEGINNING. CONTAINING 6.65 ACRES MORE OR LESS.

Properties to be Assessed:

Beaumont First Addition to the City of Wayne
Lot 1

A tract of land in the S1/2 NE1/4 SW1/4 of Section 6, Township 26, North Range 4 East of the 6th PM in Wayne County, Nebraska.

The size, location and terminal points of the water mains, water lines and other appurtenances in said District shall consist of the following:

Description of Water Extension:

Construction of Water Mains to be constructed in Utility Easements beginning at a new Tee in the 16-inch transmission line located along the west edge of the Right Of Way and 652 feet south of the West Quarter Corner of Sec. 6, T26N, R4E of the 6th PM, thence S 88° 04' 43" W 1360 feet to a point 5 feet north of the Center N.-S.W. 1/64 Corner thence south 330 feet to a point south east of Well 7, thence, west to a new tee in the existing 8" DIP water main south of Well 7. Work shall include the construction of 8-inch and 10-inch PVC DR 18 water main, valves, fittings, fire hydrants, service line connections, steel casing, and other miscellaneous work show in the plans prepared by McLaury Engineering, Inc.

Section 3. Reference is hereby made to the plans and specifications for said water extensions, which have been prepared by McLaury Engineering, Inc., special engineers for the City, and which, together with said engineers' estimate of the total cost for the proposed water extensions, have heretofore been filed with the City Clerk.

Section 4. The engineers' estimate of total cost for the proposed water extension improvements in said District is \$170,425.00.

Section 5. The Mayor and Council hereby find and determine that none of the properties located within said District are presently served by the City's existing system of water service and that said District constitutes an area of land located apart and outside the area served and benefited by said system and all of the property in said District is located within the City of Wayne, Nebraska or within two miles of the corporate limits of the City of Wayne, Nebraska.

PASSED AND APPROVED this 20th day of June, 2017

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

3418

3100

2710

2611

2602

2520

2503

2420

2412

2406

2320

2400

2316 2314 2312

Highway 15

302

306

310

402

404

414

E. 21st Street

1702

205

204

206

228

232

231

227

225

209

217

219

223



ORDINANCE NO. 2017-20

AN ORDINANCE AMENDING TITLE V PUBLIC WORKS, CHAPTER 53 WATER SYSTEM, SECTION 53.038 APPROVAL; 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 Title V, Chapter 53, Section 53.038 of the Wayne Municipal Code is hereby amended to read as follows:

§ 53.038 APPROVAL.

All supply pipes, service pipes, stopboxes, water meters, remote meter readouts and other required meter apparatus shall be approved as to quality by the Water Commissioner or his or her authorized agent. **No valves, tees, take-offs or any other connections are allowed between the curbstop box and the city water meter.**
(2002 Code, § 82-152)

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 3. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this _____ day of _____, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

ORDINANCE NO. 2017-23

AN ORDINANCE AMENDING THE WAYNE MUNICIPAL CODE, TITLE III ADMINISTRATION, CHAPTER 34 CITY ORGANIZATIONS, BY ADDING SECTION 34.06 COMMUNITY REDEVELOPMENT AUTHORITY; 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 Title III, Chapter 34, of the Wayne Municipal Code is hereby amended by adding Section 34.06 Community Redevelopment Authority:

§ 34.06 COMMUNITY REDEVELOPMENT AUTHORITY

(A) The Mayor and Council hereby find and determine that it is necessary and desirable for purpose of providing for the redevelopment and general welfare of the City that a community redevelopment authority be created pursuant to Section 18-2101.01 R.R.S. Neb. 1943.

(B) There shall be and there is hereby ordered created in and for the City of Wayne, Nebraska, an agency to be known as the "Community Redevelopment Authority of the City of Wayne, Nebraska." In accordance with Neb. Rev. Stat. 18-2101.01, this authority shall consist of the Mayor, ~~two~~ one Councilmembers, Superintendent of Wayne Community Schools, one Wayne County Commissioner, and ~~two~~ three at-large citizens who shall be appointed by the Mayor. The first members of the Community Redevelopment Authority shall serve staggered terms. Thereafter, all members shall be appointed to four-year terms. As provided in said Section 18-2101.01, such authority shall exercise all of the power and authority provided for in Sections 18-2101 to 18-2144 and 18-2144 to 18-2153, R.R.S. Neb. 1943, as now existing, as amended, and as hereafter amended.

(C) The authority hereby created shall function under the direction of the Mayor and Council and shall exercise such powers herein described or referred to as shall be determined appropriate from time to time by the Mayor and Council as the governing body of such authority and as determined by resolution or ordinance duly adopted by said body from time to time.

Section 2. This Ordinance shall be in full force and take effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this ____ day of _____, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



PAY ESTIMATE NO. 1
 WEST INNER AND EAST INNER CONVERSION
 WAYNE, NEBRASKA
 DGR Project No. 412305

For Period From: 5/15/17 To: 6/13/17
 Contractor: Kanan Peterson Powerline Contracting, LLC.
 Bid Date: March 1, 2017

SUMMARY

VALUE OF WORK COMPLETED TO DATE..... \$59,651.05
 LESS RETAINAGE.....(10%) \$5,965.11
 TOTAL AMOUNT DUE INCLUDING THIS PAYMENT..... \$53,685.94
 LESS ESTIMATES PREVIOUSLY APPROVED.....
 Pay Estimate No. 1..... N/A
 Pay Estimate No. 2..... N/A
 Pay Estimate No. 3..... N/A
 Pay Estimate No. 4..... N/A
 Pay Estimate No. 5..... N/A
 Pay Estimate No. 6..... N/A
 Pay Estimate No. 7..... N/A
 Pay Estimate No. 8..... N/A
 TOTAL AMOUNT DUE THIS ESTIMATE..... \$53,685.94

ORIGINAL CONTRACT PRICE..... \$690,290.43
 EXPECTED FINAL CONTRACT COST (w/C O.s., Additions & Deletions)..... \$690,290.43
 LESS TOTAL PAYMENTS, INCLUDING THIS PAYMENT..... \$53,685.94
 EXPECTED CONTRACT BALANCE AFTER THIS PAYMENT..... \$636,604.49
 % OF EXPECTED FINAL CONTRACT PRICE PAID, INCL. THIS PAYMENT..... 8%

The undersigned Contractor hereby certifies that payment has been made in full for all labor and materials incorporated in the project to date, in accordance with the terms of the Construction Contract.

Prepared by Kanan Peterson Powerline Contracting, LLC

By  Date 6/15/17

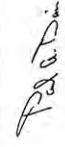
CERTIFICATE

THE AMOUNT OF \$53,685.94 IS APPROVED FOR PAYMENT ACCORDING TO THE TERMS OF THE CONTRACT

City of Wayne, Nebraska, Owner

DGR Engineering, Engineer

By



Title

Date

6/15/17

PAY ESTIMATE NO. 1
WEST INNER AND EAST INNER CONVERSION
WAYNE, NEBRASKA
DGR Project No. 412305

For Period From: 5/15/17 To: 6/13/17
Contractor: Karan Peterson Powerline Contracting, LLC.
Bid Date: March 1, 2017



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE			WORK COMPLETED TO DATE			WORK COMPLETED THIS PERIOD			
			Labor	Material	L & M	Ext. Price L & M	Units Comp.	% Comp.	Value of Comp. Work	Units Comp.	% Comp.	Value of Comp. Work
UD-1/0	Primary cable, 15 kV, 1/0 Sol Al (Mft.)	33.470	\$1,000.00	\$73.02	\$1,073.02	\$35,913.98	0.138	0%	\$148.08	0.138	0%	\$148.08
UD-4/0	Primary cable, 15 kV, 4/0 Str Al (Mft.)	30.180	1,000.00	76.92	\$1,076.92	32,501.45	0.980	9%	1,119.12	0.980	0%	1,119.12
UD-10-2	Secondary cable, 600 V, 10-2 UF, Cu w/grd (Mft.)	10.762	500.00	641.96	\$1,141.96	12,289.77	1.791	7%	3,435.01	1.791	7%	3,435.01
UD-1/0 TPLX	Secondary cable, 600 V, 2-#1/0, 1-#2 Str Al (Mft.)	0.837	500.00	1,080.13	\$1,580.13	1,322.57	0.212	5%	734.14	0.212	5%	734.14
UD-4/0 TPLX	Secondary cable, 600 V, 2-#4/0, 1-#2/0 Str Al (Mft.)	25.840	500.00	1,417.93	\$1,917.93	49,559.31	0.304	17%	938.03	0.304	17%	938.03
UD-350 TPLX	Secondary cable, 600 V, 2-#350, 1-#4/0 Str Al (Mft.)	4.468	750.00	2,712.94	\$3,462.94	15,472.42	0.093	33%	3,484.26	0.093	33%	3,484.26
UD-4/0 QUAD	Secondary cable, 600 V, 3-#4/0, 1-#2/0 Str Al (Mft.)	1.742	1,000.00	2,085.64	\$3,085.64	5,375.18	0.265	7%	1,987.50	0.265	7%	1,987.50
UD-350 QUAD	Secondary cable, 600 V, 3-#350, 1-#4/0 Str Al (Mft.)	0.285	1,000.00	36,465.11	\$37,465.11	10,677.56	4	11%	400.00	4	11%	400.00
UG-(25)	10 transformer, 25 kVA (ea.)	5	500.00	88.28	\$588.28	2,941.40						
UG-(37.5)	10 transformer, 37.5 kVA (ea.)	12	500.00	88.28	\$588.28	7,059.36						
UG-(50)	10 transformer, 50 kVA (ea.)	15	500.00	88.28	\$588.28	8,824.20						
UG3-(112.5)(240)	30 transformer, 112.5 kVA, 240V (ea.)	1	1,000.00	88.28	\$1,088.28	1,088.28						
UG3-(150)(240)	30 transformer, 150 kVA, 240V (ea.)	1	1,000.00	88.28	\$1,088.28	1,088.28						
UPS-(42)	Padmount switch, 4 bays, 2 gang-operated (ea.)	5	1,200.00	88.28	\$1,288.28	6,441.40						
UPS-(43)	Padmount switch, 4 bays, 3 gang-operated (ea.)	2	1,200.00	88.28	\$1,288.28	2,576.56						
UK5	Secondary pedestal (ea.)	33	110.00	120.77	\$230.77	7,615.41						
UM3-30	10 sectionalizing assembly (ea.)	4	200.00	630.62	\$830.62	3,322.48						
UM33-60	30 sectionalizing assembly (ea.)	8	400.00	1,264.71	\$1,664.71	13,317.68						
UM33-PB	Pull box, 36"H x 48"W x 76"L (ea.)	1	500.00	3,479.32	\$3,979.32	3,979.32						
UR2-(24)	Trenching, 24" deep (Mft.)	19.923	5,000.00		\$5,000.00	99,615.00	1.262	6%	6,310.00	1.262	6%	6,310.00
UR2-(42)	Trenching, 42" deep (Mft.)	14.855	7,000.00		\$7,000.00	103,985.00	1.109	7%	7,763.00	1.109	7%	7,763.00
UR2-(48)	Trenching, 48" deep (Mft.)	0.050	7,000.00		\$7,000.00	350.00						
UR3-(42)	Trenching-special backfill, 42" Deep (Mft.)	0.100	1,000.00		\$1,000.00	100.00						
UR3R-(42)	Trenching-rock, shale or limestone, 42" deep (Mft.)	0.100	1,500.00		\$1,500.00	150.00						
UR4-(1)2P	Conduit in trench, (1)2" (Mft.)	19.215	1,000.00	623.60	\$1,623.60	31,197.47	2.415	13%	3,920.99	2.415	13%	3,920.99
UR5-(1)1P	Bore with conduit, (1)1" (Mft.)	0.195	7,500.00	831.02	\$8,331.02	1,624.55						
UR5-(1)2P	Bore with conduit, (1)2" (Mft.)	0.890	7,500.00	674.46	\$8,174.46	7,275.27						
UR5-(2)2P	Bore with conduit, (2)2" (Mft.)	0.170	7,500.00	1,354.79	\$8,854.79	1,505.31						
UR5-(3)2P	Bore with conduit, (3)2" (Mft.)	0.690	8,500.00	1,884.42	\$10,384.42	7,165.25						
UR5-(4)2P	Bore with conduit, (4)2" (Mft.)	0.775	10,000.00	2,505.50	\$12,505.50	9,691.76						
UR5-(5)2P	Bore with conduit, (5)2" (Mft.)	0.230	13,000.00	3,301.72	\$16,301.72	3,749.40						
UR5-(6)2P	Bore with conduit, (6)2" (Mft.)	0.600	20,000.00	3,783.35	\$23,783.35	14,270.01	0.155	26%	3,686.42	0.155	26%	3,686.42
UR5-(7)2P	Bore with conduit, (7)2" (Mft.)	0.060	18,500.00	4,874.35	\$23,374.35	1,402.46						
UR5-(3)2P-(3)CBLS	Bore with conduit, (3)2" & (3) Cables (Mft.)	0.110	12,500.00	2,139.14	\$14,639.14	1,610.31						
UR5-(9)2P	Bore with conduit, (9)2" (Mft.)	0.075	25,000.00	6,841.67	\$31,841.67	2,388.13						
UR5-(1)3P	Bore with conduit, (1)3" (Mft.)	0.075	7,500.00	2,249.48	\$9,749.48	731.21						
UR6-(24)	Bore without conduit, 24" deep (Mft.)	3.785	7,500.00		\$7,500.00	28,387.50	0.265	7%	1,987.50	0.265	7%	1,987.50
UR6-(42)	Bore without conduit, 42" deep (Mft.)	0.770	7,500.00		\$7,500.00	5,775.00						
UR8	Core drill, six (6) inch diameter (ea.)	37	100.00		\$100.00	3,700.00						
UR9-S	Shallow crossing (MR)	0.200	20,000.00		\$20,000.00	4,000.00						
UR10	Barricade (ea.)	2	50.00		\$50.00	100.00						
UR12-90-24-2S	Conduit 90° elbow, 24" radius, 2" diam steel (ea.)	51	60.00	49.41	\$109.41	5,579.91						
UR12-90-36-2S	Conduit 90° elbow, 36" radius, 2" diam steel (ea.)	33	60.00	63.25	\$123.25	4,067.25						
UR12-45-16-4S	Conduit 45° elbow, 16" radius, 4" diam steel (ea.)	1	100.00	85.45	\$185.45	185.45						
UR12-45-90-2S	Conduit 45° elbow, 36" radius, 2" diam steel (ea.)	3	60.00	85.61	\$145.61	436.83						



Unit No.	Name and Description of Construction Unit	No. of Units	UNIT PRICE			WORK COMPLETED TO DATE			WORK COMPLETED THIS PERIOD				
			Labor	Material	L & M	Ext. Price L & M	Units Comp	% Comp	Value of Comp Work	Units Comp	% Comp	Value of Comp Work	
UR-LDS	Lawn damage seeding (Mft)	22,388	500.00		\$500.00	11,194.00	1,449	6%	724.50	1,449	6%	724.50	
ASP-REM	Asphalt pavement removal (sq. yd.)	12.0	100.00		\$100.00	1,200.00							
ASP-REP	Asphalt replacement (ton)	1.0	500.00		\$500.00	500.00							
PCC-REM	Concrete pavement removal (sq. yd.)	12.0	300.00		\$300.00	3,600.00							
PCC-REP	Portland cement concrete replacement (cu. yd.)	2.0	300.00		\$300.00	600.00							
GRA-CLS	Gravel, Class 5 (Ton)	55.0	75.00	11.77	\$86.77	4,772.35							
ROCK	Rock (Ton)	680.0	75.00	47.08	\$122.08	83,014.40							
MOB	Mobilization (as req. d)	1	25,000.00		\$25,000.00	25,000.00	1	100%	25,000.00	1	100%	25,000.00	
					TOTAL CONTRACT PRICE: \$690,290.43			TOTAL TO DATE: \$59,651.05			TOTAL TO DATE: \$59,651.05		

RESOLUTION NO. 2017-56

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF WAYNE, NEBRASKA, TO APPROVE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2ND AMENDMENT TO CONTRACT NO. 14-CIS-006 BETWEEN THE CITY OF WAYNE AND THE NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, the parties have previously contracted, via a 21-page contract numbered 14-CIS-006, which was dated December 21, 2015, by the Department and December 15, 2015, by the Grantee and which has a time of performance specified as 12 months from November 1, 2015 ("Original Contract"); and

WHEREAS, the Original Contract allows for amendments of its terms per §4.04; and

WHEREAS, the parties previously amended the Original Contract, via a 2-page amendment dated August 22, 2016 (by Department) and August 16, 2016 (by Grantee), that extended the termination date to May 1, 2017 ("1st Amendment"); and

WHEREAS, the parties have reached an agreement to amend the Original Contract in order to extend the termination date of the contract from May 1, 2017, to November 1, 2017, and to amend the Sources and Uses of Funds.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Council of the City of Wayne, Nebraska, that the 2nd Amendment to Contract No. 14-CIS-006, of which a copy is attached hereto and incorporated herein by reference, is hereby approved, and that the Mayor is directed to execute said contract on behalf of the City.

PASSED AND APPROVED this 20th day of June, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2nd AMENDMENT TO CONTRACT NO. 14-CIS-006**

This contract 2nd amendment is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Wayne, Nebraska ("Grantee") upon the date of signature by both parties.

RECITALS:

A. The parties have previously contracted via a 21-page contract, numbered 14-CIS-006, which was dated December 21, 2015 by the Department and December 15, 2015 by the Grantee and which has a time of performance specified as 12 months from November 1, 2015 ("Original Contract").

B. The Original Contract allows for amendments of its terms at §4.04.

C. The parties have previously amended the Original Contract via a 2-page amendment, dated August 22, 2016 (by Department) and August 16, 2016 (by Grantee), that extended the termination date to May 1, 2017 ("1st Amendment").

D. The parties have reached agreement to amend the Original Contract in order to extend the termination date of the contract from May 1, 2017 to November 1, 2017 and to amend the Sources and Uses of Funds.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

Amendments to Original Contract.

The following provisions of the Original Contract, indented below for clear identification, are amended as shown by:

- deleting the original language shown in strikethrough format for those changes associated with the 1st Amendment [~~example~~];
- inserting the new language shown in underlined format for those changes associated with the 1st Amendment [example];
- deleting the original language shown in double-strikethrough format for those changes associated with this 2nd Amendment [~~example~~]; and/or
- inserting the new language shown in double-underlined format for those changes associated with this 2nd Amendment [example].

§1.02 Time of Performance.

The period covered under this contract will be ~~12 months~~ from November 1, 2015 to ~~May 1, 2017~~ November 1, 2017. The termination date of this contract will be ~~November 1, 2016~~ ~~May 1, 2017~~ November 1, 2017. All of the required activities and services, except for submission of final reports, administration, and audit, will be completed by or before this date. The provisions of this contract that survive the termination date are specified in §4.31 of this contract.

§3.01 Sources and Uses of Funds.

SOURCES→	CDBG	City of Wayne	TOTAL
USES (Activities)↓			
0030 Clearance/Demolition	\$31,500	\$0	\$31,500
0300 Water/Sewer	\$0	\$200,000	\$200,000
0530 SF Housing Rehabilitation	\$75,000 <u>\$25,000</u>	\$0	\$75,000 <u>\$25,000</u>
0580 Housing Management	\$40,500 <u>\$7,500</u>	\$0	\$40,500 <u>\$7,500</u>
0181 General Administration	\$13,000	\$0	\$13,000
<u>0230 Street/Bridges</u>	<u>\$53,000</u>	\$0	<u>\$53,000</u>
TOTAL	\$130,000	\$200,000	\$330,000

[. . .]

All other provisions of the Original Contract, including changes in the Original Contract made in the 1st Amendment which are not changed by this 2nd Amendment, remain in effect.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this instrument, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	GRANTEE → City of Wayne, Nebraska
By: _____ (Director or Designee)	By: _____ (Authorized Official)
_____ (Typed or Printed Name/Title)	_____ (Typed or Printed Name/Title)
_____ (Date)	_____ (Date)