

(Amended: 7/3/17)

AGENDA
CITY COUNCIL MEETING
July 6, 2017

1. Mayoral Appointment of First Ward Candidate — Terri Buck
2. Swearing in of First Ward Candidate
3. [Approval of Minutes – June 20, 2017](#)
4. [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.

5. [Action on a request to consider amending the Wayne Municipal Code to place a one-hour time limit on 2-3 parking spaces on the north side of W. Clark Street — Garek Bebee](#)
6. [Ordinance 2017-20: Amending Wayne Municipal Code Title V Public Works, Chapter 53 Water Division, Sec. 53.038 Approval \(Third and Final Reading\)](#)
7. [Ordinance 2017-21: Adopting the Wayne Comprehensive Plan \(Second Reading\)](#)
8. [Ordinance 2017-22: Amending Wayne Municipal Code Section 152.139 Parking Regulations, specifically off-street parking requirements \(Tabled at last meeting\)](#)

Background: This discussion was tabled to allow for additional discussion. If you have questions or want more information, you can email staff and we'll get the information to you.

9. [Resolution 2017-57: Acknowledging Requirements for the Temporary Use of the State Highway System for Special Events \(WSC Homecoming Parade and Band Day on Saturday, October 7, 2017\)](#)
10. [Resolution 2017-58: Accepting Bid and Awarding Contract on the "Beaumont First Addition Water and Sewer Extension Project" \(Water Extension District No. 2017-01\)](#)

Background: We opened bids for this project today. The apparent low bidder is Penro Construction - \$259,922.60. The engineer is reviewing the bids and will have a formal recommendation for us tomorrow.

11. [Resolution 2017-59: Accepting Bid and Awarding Contract on the “4th Street Paving Project” \(Street Improvement District No. 2017-01\)](#)

Background: We opened bids for this project today. The apparent low bidder (base bid and alternates) is A&R Construction. The engineer is reviewing the bids and will have a formal recommendation for us tomorrow.

12. [Resolution 2017-60: Approving the Beaumont Subdivision Agreement](#)

Background: The Subdivision Agreement contains several understandings about future actions by the City and by the subdivision developer. We will email you the most recent draft that is being reviewed by the developer and the engineer.

13. [Resolution 2017-61: Rescinding Resolution 2017-53 approving a Redevelopment Plan as contained in a Redevelopment Contract \(Benscoter, Inc., - Crown II Housing Project\)](#)

Background: Mike Bacon, our special legal counsel for TIF Redevelopment Agreements, reviewed the Council action to set aside 5% of the TIF bond to be used for parks and has determined that any use of TIF funds must be for a specific item and physically located in the subdivision that generates the incremental real estate taxes.

Recommendation: The two legal options available to the Council are to: 1) Rescind the action on Resolution 2017-53 and proceed with Resolution 2017-62 with no 5% set aside for parks; or 2) Rescind the action on Resolution 2017-53 and draft a new TIF Redevelopment Agreement containing a 5% set aside to be used for specific park equipment in the Crown II redevelopment area and start over with the CRA approval first, through the Planning Commission and City Council hearings, with final approval by the CRA.

14. [Resolution 2017-62: Approving a Redevelopment Plan as contained in a Redevelopment Contract \(Benscoter, Inc., - Crown II Housing Project\)](#)

15. **Resolution 2017-63: Amending Resolution 1990-6 passed and approved on February 13, 1990 – to strike the word “overhead” therein**

16. Reappointments:

Planning Commission: Pat Melena
Breck Giese

Recreation-Leisure Services Commission: Doug Sturm

Board of Adjustment: Breck Giese
BJ Woehler
Bob Woehler (Alternate)

Board of Appeal: Matt Wachter

Housing Authority: Pat Gross

17. **Appointment:**

Planning Commission: Matt Jones

18. Action to set date(s) for budget work session (August 1, 2017, after regular Council Meeting)

19. Adjourn

**MINUTES
CITY COUNCIL MEETING
June 20, 2017**

The Wayne City Council met in regular session at City Hall on Tuesday, June 20, 2017, at 5:30 o'clock P.M. Mayor Ken Chamberlain called the meeting to order with the following in attendance: Councilmembers Cale Giese, Jon Haase, Jennifer Sievers, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Lowell Johnson; and City Clerk Betty McGuire. Absent: Councilmember Rod Greve; one seat vacant.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on June 8, 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 Giese, whereas, the Clerk has prepared copies of the Minutes of the meeting of June 6, 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 Councilmember Greve who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: AM CONSERVATION GROUP, SU, 1169.00; AMERITAS, SE, 66.63; AMERITAS, SE, 72.00; AMERITAS, SE, 2639.14; AMERITAS, SE, 118.12; AMOT, SU, 697.28; APPEARA, SE, 178.70; BAKER & TAYLOR BOOKS, SU, 726.80; BARONE SECURITY SYSTEMS, SE, 138.00; BELL, MEGAN, RE, 233.39; BERCK, AUSTIN, RE, 6.85; BINSWANGER GLASS, SE, 8556.37; BLACK HILLS ENERGY, SE, 29.08; BORER, DANIELLE, RE, 241.13; BRADFIELD, JOSI, RE, 55.84; BRIDGEFORD, CODY, RE, 140.51; BRINER, WAYNE, RE, 100.00; BROWN SUPPLY, SU, 145.33; CARROLL DISTRIBUTING, SU, 272.55; CARROT-TOP INDUSTRIES, SU, 320.35; CHAIREZ, DANIEL, RE, 11.35; CITY EMPLOYEE, RE, 150.00; CITY EMPLOYEE, RE, 3880.00; CITY EMPLOYEE, RE, 1016.47; CITY EMPLOYEE, RE, 232.99; CITY OF WAYNE, PY, 84881.89; CLARITUS, INC, SU, 92.80; CLEARY, JOSEPH, RE, 81.44; COMMUNITY HEALTH, RE, 3.00; CONNEALY, ELIZABETH, RE, 40.97; COPY WRITE PUBLISHING, SE, 25.00; CUMMINS CENTRAL POWER, LLC, SE, 2827.54; DARYL G LAMBERT, RE, 1165.25; DAS STATE ACCTG-CENTRAL FINANCE, SE, 71.16; DUBBS, TREY, RE, 91.38; DUTTON-LAINSON, SU, 9430.98; EASYPERMIT POSTAGE, SU, 1891.44; ELECTRICAL ENGINEERING &

EQUIPMENT, SU, 314.55; ELLIS HOME SERVICES, SE, 320.28; FASTENAL, SU, 32.43; FERREIRA, RICHARD, RE, 129.76; FLOOR MAINTENANCE, SU, 173.98; FLY, NICHOLAS, RE, 41.94; FREDRICKSON OIL, SE, 45.52; GEHRING, ANTHONY, RE, 86.77; GERHOLD CONCRETE, SU, 2756.75; GILL HAULING, SE, 170.50; HAWKINS, INC, SU, 736.49; HEARD, DOUGLAS, RE, 37.32; HEIDI CLAUSSEN, RE, 35.00; HTM SALES, SE, 2680.57; ICMA, RE, 9493.13; INGRAM LIBRARY SERVICES, SU, 914.84; IRS, TX, 13528.54; IRS, TX, 14761.54; IRS, TX, 3452.34; JOHNSON HARDWARE, SU, 145.80; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KRIZ-DAVIS, SU, 193.67; KRUPP, SARAH, RE, 50.15; LAWSON PRODUCTS, SU, 224.51; MAIN STREET AUTO CARE, SE, 148.00; MARCÓ, SE, 126.36; MARES, GUSTOVO, RE, 66.90; MATHESON-LINWELD, SU, 18.60; MCCARVILLE, KEVIN, RE, 58.49; MCNAIR, JOSEPH, RE, 25.07; MEGAN ANDERSON, RE, 150.00; MEHL, JORDAN, RE, 85.92; METERING & TECHNOLOGY SOLUTIONS, SU, 646.00; MIDWEST LABORATORIES, SE, 876.00; MIELKE, BRANDON, RE, 153.38; N.E. NEB ECONOMIC DEV DIST, SE, 452.99; NE AIR FILTER, SU, 108.49; NE DEPT OF ENVIRONMENTAL QUALITY, SE, 666.90; NE DEPT OF REVENUE, TX, 4419.13; NE STATE HISTORICAL, FE, 32.00; NORFOLK DAILY NEWS, SE, 294.30; NOVA FITNESS EQUIPMENT, SE, 533.58; OSWALD, JOHN, RE, 152.22; PENGUIN RANDOM HOUSE LLC, SU, 151.50; PINKELMAN, MARK, RE, 83.87; PITNEY BOWES, SE, 1497.56; POLLARD PUMPING, SE, 470.00; PSYCHOLOGICAL RESOURCES, SE, 270.00; QUALITY 1 GRAPHIC, SU, 60.00; RECYCLE AWAY, SU, 6098.85; RESCO, SU, 949.14; SAND CREEK POST & BEAM, RE, 100.00; SCHILDT, MEGHAN, RE, 111.38; SCOTT SAUL, SE, 162.50; SHOPKO, SU, 122.77; SIOUX CITY JOURNAL, SU, 339.92; SKARSHAUG TESTING LAB, SE, 767.76; SOOLAND BOBCAT, SU, 6474.00; SPARKLING KLEAN, SE, 3119.61; STARK, RYLIE, RE, 300.00; STATE NEBRASKA BANK & TRUST, RE, 45850.00; STATE NEBRASKA BANK & TRUST, RE, 25712.50; STATE NEBRASKA BANK & TRUST, RE, 88225.00; STATE NEBRASKA BANK & TRUST, FE, 50.00; STEFFENSMEIER, JOHN, RE, 300.00; STUART, TESSANDRA, RE, 131.82; SULLIVAN, TODD, RE, 80.24; TAMARA WORNER, SE, 132.56; THREE SEASONS, RE, 100.00; UNITED WAY, RE, 5.00; VAN DIEST SUPPLY, SU, 292.50; VENTURA, HENRICKSON, RE, 51.75; VONSEGGERN, REBECCA, RE, 300.00; WADDINGTON, RACHEL, RE, 224.89; WAYNE COUNTY CLERK, SE, 144.00; WAYNE HERALD, SE, 1586.76; WAYNE HERALD, SE, 391.00; WAYNE VETERINARY CLINIC, SE, 126.00; ABATE OF NEBRASKA, RE, -200.00; ABATE OF NEBRASKA, FE, 200.00; AMAZON.COM, SU, 581.31; ANGUIANO, LETICIA, RE, 36.27; BARTH, DONNA, RE, 225.00; BLACK HILLS ENERGY, SE, 21.94; BRUGGER, SIERA, RE, 300.00; BSN SPORTS, SU, 199.99; C. H. GUERNSEY & CO, SE, 9374.82; CITY EMPLOYEE, RE, -9.00; CITY EMPLOYEE, RE, 273.09; CITY EMPLOYEE, RE, 9.00; DEARBORN NATIONAL LIFE, SE, 2228.35; DOWTY, ASHLEY, RE, 89.95; ECHO GROUP, SU, 135.07; ED. M FELD EQUIPMENT, SU, 235.95; ENGINEERED CONTROLS, SU, 922.25; FASTENAL CO, SU, 77.51; FLAHIE, DANIEL, RE, 180.92; GEHNER, TODD, RE, 225.00; HAHLBECK, ALYSSIA, RE, 31.72; HANSEN, MITCHELL, RE, 158.34; HAUFF MID-AMERICAN SPORTS, SU, 172.00; HD SUPPLY WATERWORKS, SU, 2970.50; INTERSTATE INDUSTRIAL SERVICE, SU, 349.74; IOWA LEAGUE OF CITIES, SE, 130.00; ISLAND SPRINKLER SUPPLY, SU, 574.37; JOSEPH C BECKER, RE, 3.00; JOSEPH C BECKER, RE, -3.00; KRIZ-DAVIS, SU, 1237.99; LITE-FORM TECHNOLOGIES, SU, 1801.26; LOUIS BENSCOTER, RE, -250.00; LOUIS BENSCOTER, RE, 250.00; LUCAS THOMPSON, RE, 100.00; LUCAS THOMPSON, RE, -100.00; MARCO TECHNOLOGIES, SE, 169.61; MAY, CHRISTOPHER, RE, 193.43; NASC, FE, 20.00; NASC, FE, -20.00; NE CODE OFFICIAL ASSOCIATION, FE, 175.00; NE DEPT OF ROAD, FE, 500.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 2.00; NE RURAL WATER, FE, -750.00; NPPD, SE, 270870.66; NELSON, JERYL, RE, 50.00; NELSON, WYATT, RE, 155.34; NETUSIL, CODY, RE, 300.00; NNPPD, SE, 12579.22; OTTE CONSTRUCTION CO, SE, 113910.00; PIEPER, JOSH, RE, 48.91; POLLARD PUMPING, SE, 2435.00; REMINGTON, ALEXIS, RE, 79.81; SHEDA, FRANK, RE, 39.58; SMITH, CONNIE,

RE, 100.00; SPENCER SHADDEN, RE, 119.00; SPENCER SHADDEN, RE, -119.00; STATE NEBRASKA BANK-PETTY CASH, RE, 105.23; TASTE OF HOME BOOKS, SU, 32.98; THE FINAL TOUCH, SU, 466.00; THRASHER, RE, 100.00; VERIZON, SE, 92.89; WAYNE AUTO PARTS, SU, 360.28; WAYNE HERALD, SU, 48.00; WESCO, SU, 28137.25; WEST-E-CON, SE, 626.20; WISNER WEST, SU, 118.38; WISNIESKI CONSTRUCTION, SE, 136.50; ZACH HEATING & COOLING, SE, 486.15; ZEE MEDICAL SERVICE, SU, 98.38

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

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

Mayor Chamberlain requested Council consideration to approving the following Mayoral appointment: Wes Blecke as the Assistant City Administrator, effective July 1, 2017, to July 31, 2017.

Wes Blecke was present to answer questions.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, to approve the Mayoral appointment of Wes Blecke as Assistant City Administrator, effective July 1, 2017, to July 31, 2017. Mayor Chamberlain stated the motion, and the result of roll being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried.

Mayor Chamberlain requested Council consideration to approving the Mayoral appointment of Wes Blecke as City Administrator, with his duties to begin on August 1, 2017.

Councilmember Sievers made a motion, which was seconded by Councilmember Brodersen, to approve the Mayoral appointment of Wes Blecke as City Administrator, starting

August 1, 2017. Mayor Chamberlain stated the motion, and the result of roll being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried.

The following Resolution would approve the Employment Agreement/Contract between the City and Wes Blecke, City Administrator.

Councilmember Sievers introduced Resolution 2017-51, and moved for its approval; Councilmember Brodersen seconded.

RESOLUTION NO. 2017-51

A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.

Councilmember Giese had the following recommendations to the agreement:

Sec. 6.2 (ii) ~~Termination During Initial Term~~. In the event of ~~such~~ termination by the Mayor during any term for reasons other than Cause, the City agrees to pay Employee an amount equivalent to six (6) months of Employee's Base Salary and six (6) months of health insurance premiums at the level of coverage at the time of termination, but excluding the City's obligation for (1) retirement, (2) benefits other than as described above in this Section, and (3) any allowances for said six (6) month period. Such payment shall be made over the course of six (6) months, shall commence within thirty (30) days of termination of Employee's employment by the City, and shall be made on the City's regular paydays and pursuant to the City's regular payroll practices ("Severance").

Councilmember Sievers amended her motion to include the changes to the agreement (Sec. 6.2 ii — delete the heading and deleting the word "such"); Councilmember Brodersen seconded the amendment. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried.

Mayor Chamberlain stated that it was now past 5:30 p.m., at which time a public hearing was to be held to obtain public comment prior to the consideration of a Resolution approving a

redevelopment plan for an area of the City previously declared blighted and substandard and in need of redevelopment pursuant to the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”) for the following real estate:

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.

The notice of the public hearing was published in the Wayne Herald on June 1 and 8, 2017, and was mailed by United States Certified Mail, return receipt requested, sufficient postage affixed, to all parties required by Section 18-2115 of the Act. The Mayor opened the public hearing and invited all interested persons to be heard.

All persons desiring to be heard having been heard, the Mayor closed the public hearing. Rob Woodling of Foundations Development, the Developer of the 15 homes, was present to answer questions.

The amount of tax increment financing for this redevelopment project is \$400,000.

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

Councilmember Sievers introduced Resolution No. 2017-53 and moved for its approval; Councilmember Haase seconded the motion.

RESOLUTION NO. 2017-53

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

Councilmember Giese stated this is the first TIF project since their Council Retreat where they talked about implementing a bucket TIF for improving recreational areas across the city. His approval would be conditioned upon setting aside a percentage (5% or 10%) for improvements to be placed into a bucket TIF for future allocation.

Mr. Woodling stated they would be using 100% of the eligible TIF or more.

Mayor Chamberlain opined he thought if the amount of TIF generated went over what the developer was asking for (e.g. \$400,000), that the City would then capture that amount or leftover piece to put into a fund to do those improvements, and that it was not necessarily a percentage of what the developer was asking for.

Councilmember Giese then stated with one way, the City would be guaranteed with a set amount. The other way, we would just be hoping that the developer did not maximize the TIF. He thought the easiest way was to take a flat percentage of the amount requested.

Mr. Woodling asked if the amount requested could be increased by 5% to cover that cost, since this was not a cost he was expecting. Administrator Johnson responded that it could not.

Councilmember Sievers amended her motion to approve Resolution 2017-53 to include the 5% on the estimated TIF and spread it out or collect it for the full 15 years if it is paid off early and reserve the rest for public parks. Councilmember Haase seconded the amendment.

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

Bryce Meyer, Recreation Director, and Cassie Gubbels, Pool Manager, were present to recommend setting a policy or rule that children must be 8 years of age or older to be at the pool unaccompanied by an adult, and children 7 years or younger must be accompanied by a family member/babysitter 16 years or older at all times (in the water and out of the water) at the pool. This would be the same policy as what is now in place at the Community Activity Center, with the exception that if a child is 7 years or younger, they must be accompanied by a family member/babysitter 13 years or older.

Councilmember Brodersen thought the age limit of 16 was too high.

Mayor Chamberlain was agreeable to being consistent with the policy that is in place at the Activity Center. These facilities are not meant to be a daycare, and there are some that use it

as that, so this rule would help take some of that pressure and some of that stress away from the lifeguards.

Discussion took place on whether or not to allow a babysitter or grandparents to be on the season family passes. In addition, an effective date for the age limit policy was also discussed.

Mayor Chamberlain was comfortable bringing the issue of adding a babysitter to the family pass at the next meeting. CAC staff recommended that if that is brought forward, that it be effective next year since many families have purchased pool passes for their babysitters this year.

Holly Doring, Chele Meisenbach, Kara Woehler and Doug Sturm spoke on this agenda item.

Councilmember Eischeid made a motion, which was seconded by Councilmember Haase, to enact a policy where no one under the age of 8 is allowed to be at the pool by themselves and anyone under the age of 8 must be with someone who is at least 13 years of age or older, effective July 1, 2017. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried.

Administrator Johnson stated the following Resolution would approve an agreement with Providence Medical Center as follows:

Year 1		2017/2018	\$51,000
Year 2	12%	2018/2019	\$57,120
Year 3	12%	2019/2020	\$63,974

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

Jim Frank, CEO of Providence Medical Center, was present and recommended the following changes to the agreement, which is a 10-year schedule:

Year 1		2017/2018	\$51,000
Year 2	12%	2018/2019	\$57,120
Year 3	12%	2019/2020	\$63,974
Year 4	12%	2020/2021	\$71,651
Year 5	2%	2021/2022	\$73,084
Year 6	2%	2022/2023	\$74,546
Year 7	2%	2023/2024	\$76,037
Year 8	2%	2024/2025	\$77,558
Year 9	2%	2025/2026	\$79,109
Year 10	2%	2026/2027	\$80,691

Mr. Frank thought this would have a better chance of being approved by the Providence Medical Center Board. Mr. Frank stated this proposal is assuming that the Rural Fire Board is going to participate in this agreement as well.

In addition, Mr. Frank recommended deleting Section 3, which states as follows: “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.”

Councilmember Sievers introduced Resolution 2017-52, and moved for its approval as amended with the schedule proposed by Mr. Frank above being included therein, and deleting Sec. 3 of the agreement; Councilmember Brodersen seconded.

RESOLUTION NO. 2017-52

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

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation concerning the Final Plat for the "Beaumont First Addition." The applicant, Josie Broders, is seeking the request.

The Planning Commission reviewed the matter at their public hearing on June 5, 2017, and forwarded a recommendation to approve the same subject to the following "Findings of Fact:"

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

Josie Broders was present to answer questions.

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

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

Councilmember Giese introduced Resolution 2017-54, and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2017-54

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

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the "Wayne Comprehensive Plan."

The Planning Commission reviewed the matter at their public hearing on June 5, 2017, and forwarded a recommendation to approve the same subject to the following "Finding of Fact:"

- Staff's recommendation.

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

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

Councilmember Sievers introduced Ordinance 2017-21, and moved for its approval; Councilmember Giese seconded.

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.

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

Mayor Chamberlain stated the time was at hand for the public hearing to consider the Planning Commission's recommendation in regard to amending the Wayne Municipal Code Section 152.139 Parking Regulations, specifically off-street parking requirements. The applicant is the City of Wayne. The amendments are requested to modernize the requirement and allow for shared spaces.

The Planning Commission reviewed the matter at their public hearing on June 5, 2017, and forwarded a recommendation to approve the same subject to the following "Finding of Fact:"

- Staff's recommendation.

Joel Hansen, Zoning Administrator, was present to explain the changes. Some of the proposed changes came from the City of Hastings. The Planning Commission tabled this for one month so they could look at it closer, and they have now approved this.

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

Matt Ley, representing State Nebraska Bank, spoke in favor of the proposed changes, but also had some concerns or changes he thought needed to be made.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers to table action on Ordinance No. 2017-22 until the next meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried.

Lauran Lofgren, Library Director, stated the following Resolution would approve the OneLibrary Consortium Agreement, which has been amended to clean up some of the language so it matches what they are actually doing. The primary change is that they used to have their database in a physical server in Norfolk. They are now housing things on the cloud with the company that provides their software.

Councilmember Sievers introduced Resolution No. 2017-55 and moved for its approval; Councilmember Giese seconded the motion.

RESOLUTION NO. 2017-55

A RESOLUTION APPROVING ONELIBRARY CONSORTIUM INTERLOCAL AGREEMENT.

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

Councilmember Sievers introduced Ordinance No. 2017-17, and moved for approval of the third and final reading thereof; Councilmember Haase 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 93 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 Councilmember Greve who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2017-19 and moved for approval of the third and final reading thereof; Councilmember Haase 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 Councilmember Greve who was absent, the Mayor declared the motion carried.

Councilmember Sievers introduced Ordinance 2017-20 and moved for approval of the second reading thereof; Councilmember Haase 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 Councilmember Greve who was absent, the Mayor declared the motion carried. The third and final reading will take place at the next meeting.

The following ordinance would amend Chapter 34, City Organizations by adding the language regarding the Community Redevelopment Authority into the Municipal Code Book. In addition, the language has been amended as follows so that former Councilmember Muir can be a member thereof:

§ 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.

Councilmember Sievers introduced Ordinance 2017-23, and moved for its approval;

Councilmember Brodersen seconded.

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.

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

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

Councilmember Giese made a motion, which was seconded by Councilmember Brodersen, to move for final approval of Ordinance No. 2017-23. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried.

DGR Engineering presented Pay Estimate No. 1 for the “West Inner and East Inner Conversion Electric Distribution Project” for \$53,685.94 to Karian Peterson Powerline

Contracting, LLC. They have found the work to date completed in accordance with the plans and specifications, and recommend approval of the same.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving Pay Estimate No. 1 for \$53,685.94 to Karian Peterson Powerline Contracting, LLC for the “West Inner and East Inner Conversion Electric Distribution Project.” Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried.

The following Resolution would approve the 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 by extending the termination date from 5/1/17 to 11/1/17 and amending the Sources and Uses of Funds.

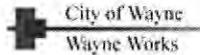
Councilmember Sievers introduced Resolution No. 2017-56 and moved for its approval; Councilmember Brodersen seconded the motion.

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.

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

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Mayor Chamberlain stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Greve who was absent, the Mayor declared the motion carried and the meeting adjourned at 7:23 p.m.



Vendor	Payable Description	Payment Total
AGUIRRE, A VERNONA	UTILITY REFUND	315.95
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,308.38
AMERITAS LIFE INSURANCE	POLICE RETIREMENT PERCENT	89.46
AMERITAS LIFE INSURANCE	POLICE RETIREMENT EMPLOYEE DONATION	72.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	60.90
APPEARA	LINEN & MAT SERVICE	147.16
Betty S. Reeg Revocable Trust	TIF INTEREST	2,100.06
BINSWANGER GLASS	AUTOMATIC DOOR OPENER/RAISE DOOR	468.00
BLACK HILLS ENERGY	GAS BILLS	426.45
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	36,892.75
BOMGAARS	MARKING PAINT/JACK/GENERATOR/LEAF BLOWER ETC	2,617.88
BRITTANY JANSSEN	AUDITORIUM DEPOSIT REFUND	150.00
BSN SPORTS, INC	BATTING HELMETS/BASEBALLS/SOFTBALLS/SWIM SUITS	828.19
CARHART LUMBER COMPANY	WOOD/COUPLINGS/BATTERIES/SCRAPERS ETC	379.58
Carter Peterson	TIF INTEREST	1,021.26
CENTURYLINK	TELEPHONE CHARGES	415.93
CITY EMPLOYEE	SAFETY BOOTS	150.00
CITY EMPLOYEE	VISION REIMBURSEMENT	55.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	966.65
CITY EMPLOYEE	VISION REIMBURSEMENT	137.20
CITY EMPLOYEE	VISION REIMBURSEMENT	88.70
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	113.11
CITY OF WAYNE	PAYROLL	86,002.00
COMMUNITY HEALTH	PAYROLL DEDUCTIONS	3.00
CORNERSTONE LLC	WALL PACK LIGHTS ENERGYWISE REIMBURSEMENT	75.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	41.28
DGR & ASSOCIATES CO	WEST/EAST INNER CONVERSION	5,471.67
EAKES OFFICE PLUS	TOUCH UP MARKER	21.00
ECHO GROUP INC JESCO	SAWZALL BLADE ASSORTMENT	29.99
EVERETT SCHULTZ	SCREED RENTAL 402 E TH ST PROJECT	650.00
FIRST CONCORD GROUP LLC	FLEX FEES	2,748.44
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	964.25
FOURTH GENERATION FAMILY	TIF PRINCIPAL & INTEREST	14,451.31
GERHOLD CONCRETE CO INC.	EAST 4TH STREET/CONCRETE	8,118.05
GIS WORKSHOP	GIS SUPPORT	4,200.00
GROSSENBURG IMPLEMENT INC	TIRE & RIM ASSEMBLY/WIRING HARNESS/QUADRANT	530.13
H.K. SCHOLZ COMPANY	INSTALL BREAKER FAILURE SCHEME	3,173.50
HD SUPPLY WATERWORKS, LTD	IPERL WATER METERS	4,000.00
HEARTLAND STAINLESS INC.	EXTINGUISHER TESTING	51.40
HELENA CHEMICAL CO.	WEED KILLER	47.50

Vendor	Payable Description	Payment Total
HOLIDAY INN OF KEARNEY	LODGING-FINANCE CONFERENCE	343.80
HOMETOWN LEASING	CITY HALL COPIER LEASE	412.86
HYDRAULIC SALES & SERVICE	HYDRAULIC CYLINDAR SEALS	112.18
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	9,500.99
INTERSTATE ALL BATTERY	BATTERIES	187.10
IRS	FICA WITHHOLDING	14,635.46
IRS	FEDERAL WITHHOLDING	12,840.63
IRS	MEDICARE WITHHOLDING	3,422.80
IRS	FICA WITHHOLDING	37.20
IRS	MEDICARE WITHHOLDING	8.70
IRS	FEDERAL WITHHOLDING	5.58
JAIRO MOTINO	SOCCER REF-VOID 3-31-16	-20.00
JENNIFER VICK	BASEBALL REGISTRATION	50.00
JESSI JENSEN	BUILDING PERMIT DEPOSIT REFUND	100.00
JESSIE HENDERSON	AUDITORIUM DEPOSIT REFUND	150.00
JORGENSEN, KEN	TIF INTEREST	682.07
JULIE BOSE	SWIM LESSON REFUND REISSUE 6-30-16	35.00
KARIAN PETERSON POWER LINE CONTRACTING, LLC	WEST/EAST INNER CONVERSION	53,685.94
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KELLY SUPPLY COMPANY	DUAL OUTLETS	73.51
KEPCO ENGRAVING	NAMEPLATES	13.57
KRIZ-DAVIS COMPANY	METER SOCKET/CIRCUIT BREAKERS	3,227.65
LAQUINTA INNS & SUITES	LODGING-B KESTING	130.00
LEAGUE OF NEBRASKA MUNICIPALITIES	FINANCE CONFERENCE	886.00
LIFETIME PRODUCTS INC	21 AUDITORIUM TABLES	1,949.99
LINARES, OSCAR	UTILITY REFUND	69.43
LORENZEN, HANNAH	UTILITY REFUND	112.70
LUCAS THOMPSON	BUILDING PERMIT DEPOSIT REFUND	250.00
METERING & TECHNOLOGY SOLUTIONS	AMI RADIO BOARDS	929.16
Mid Plains Grain	TIF INTEREST	6,982.34
MIKEY C PRODUCTIONS	WAYNE AMERICA AD	180.00
MUNICIPAL SUPPLY INC	GATE VALVE OIL	2,237.42
MZRB LLC	TIF PRINCIPAL & INTEREST	3,161.83
N.E. NEB ECONOMIC DEV DIST	MAY 17 WRLF SERVICES/BLIGHT STUDY	783.00
NAPA OF WAYNE	MUD FLAPS	10.27
NE AIR FILTER	AIR FILTERS	133.99
NE DEPT OF REVENUE	STATE WITHHOLDING	4,177.43
NE DEPT OF REVENUE	STATE WITHHOLDING	2.62
NUGENT, HALEY	UTILITY REFUND	162.99
RESCO	JUNCTION BOX	833.59
ROBERTSON IMPLEMENT CO	CHAIN SAW REPAIR	297.97
Rodney R. Tompkins Irrevocable Trust	TIF INTEREST	1,820.58
SCOT A. SAUL	MOWING	75.00
SCOT A. SAUL	MOWING	25.00
SHARP CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	100.00
STADIUM SPORTING GOODS	SHIRTS-MARKETING PROMOTION WSC	1,462.00

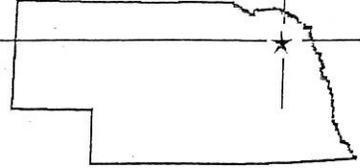
Vendor	Payable Description	Payment Total
Timothy J & Leslie A Bebee	TIF INTEREST	1,384.96
TOELLE, RILEY	UTILITY REFUND	70.39
TYLER TECHNOLOGIES	UTILITY ONLINE BILL FEE	200.00
UNITED WAY	PAYROLL DEDUCTION	5.00
US BANK	DEFIBRILLATORS/LAPTOP/TOOLS/LODGING/MEALS ETC	5,641.52
UTILITIES SECTION	LINEWORKERS SAFETY TRAINING	4,130.00
VAN DIEST SUPPLY	FERTILIZER	404.00
VIAERO WIRELESS	CELL PHONE	223.64
WALSH, NANJI	MFO DOCUMENTS	400.00
WAYNE COUNTY COURT	BOND	77.50
WESCO DISTRIBUTION INC	CONNECTORS	1,098.89
WIGMAN COMPANY	FLUSH VALVE	355.78
WISNER WEST	FD GASOLINE	35.00
ZEE MEDICAL SERVICE CO	FIRST AID SUPPLIES	43.39
ZIMCO SUPPLY	FERTILIZER	880.00
	Grand Total:	322,302.55

City of Wayne

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

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

Incorporated - February 2, 1884



REQUEST FOR FUTURE AGENDA ITEM

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

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

Name: Garek Bebee

Address: 115 Clark Street

Telephone No.: 402-833-133

Date of Request: 10-28-17

Description of Requested Topic: Hopes to amend street ordinance to North side of West Clark St. RPK lacks sufficient parking for customers once 8 employee vehicles have arrived, Safety at the intersection of W. Clark St and S. Pearl is a concern when trailers are parked with narrow street and limited visibility. Would propose (23) 1-hour parking spaces on N. side of W. Clark St.



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 6th day of July, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)

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 July, 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

[Back to Top](#)

Wayne State College

June 21, 2017

City Police Department
City of Wayne
306 Pearl Street
PO Box 8
Wayne, NE 68787

To whom it may concern;

On behalf of the Office of Student Activities at Wayne State College, I am writing to request a parade permit for the College's annual Homecoming Parade/Band Day Competition scheduled for Saturday, October 7th, 2017.

We are requesting that Main Street between 1st Street and 12th Street be closed on October 7th for the parade. The parade line-up on 1st Street will begin at 8am with the parade beginning promptly at 9:30am. We anticipate the parade will conclude at approximately 11am.

Wayne State Campus Security will assist the City Police Department with securing the parade route and the affected street crossings. Please contact me by email at sagunio1@wsc.edu or by phone at 402-375-7013 if you have any questions or concerns regarding our request.

Thank you for your time and consideration. We look forward to working with the City Police Department to facilitate another eventful parade.

Respectfully,

Sarah Gunion
Student Activities Coordinator
Wayne State College
Sagunio1@wsc.edu
402-375-7013

RESOLUTION NO. 2017-57

A RESOLUTION ACKNOWLEDGING NEBRASKA DEPARTMENT OF ROADS' REQUIREMENTS FOR THE TEMPORARY USE OF THE STATE HIGHWAY SYSTEM FOR SPECIAL EVENTS.

WHEREAS, the annual Wayne State College Student Activities Board Wildcat Days (Homecoming) Parade, which will include Band Day, will be held on Main Street from 1st Street to 12th Street on Saturday, October 7, 2017, from 9:00 a.m. to approximately 11:00 a.m. or until immediately after the parade, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Roads; and

WHEREAS, Wayne State College and the Wayne Area Chamber of Commerce, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

WHEREAS, advanced warning signs and/or barricades will be used to notify motorists of closure and detour traffic and control officers will be placed at all major intersections to reroute traffic.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 6th day of July, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

Bid Tabulation Sheet for Beaumont First Addition Water and Sewer Extension Project	
COMPANY	Bid Total
Penro Construction Co	\$ 259,922.60
Rutjens Const	\$ 265,687.72
Robert Woehler & Sons	\$ 274,356.25

RESOLUTION NO. 2017-58

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
"BEAUMONT FIRST ADDITION WATER AND SEWER EXTENSION PROJECT."

WHEREAS, three bids were received on June 29, 2017, for the "Beaumont First Addition Water and Sewer Extension Project;" and

WHEREAS, said bids have been reviewed by the City's Engineer on the project, McLaury Engineering, Inc.; and

WHEREAS, McLaury Engineering, Inc., is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "Beaumont First Addition Water and Sewer Extension Project," as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Penro Construction Company, Inc. 810 Industrial Road Pender NE 68047	\$259,922.60

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same are hereby accepted.

PASSED AND APPROVED this 6th day of July, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)



June 30th, 2017

Mr. Lowell Johnson
City Administrator
City of Wayne
306 Pearl Street
Wayne, NE 68787

RE: Bid Award Recommendation
4th Street Paving Project

Mr. Johnson,

Bids for the 4th Street Paving Project were opened on June 29th at 3:00 PM. Three bidders submitted bids. All bids are in compliance with the Instructions to Bidders, and all bidders have been determined to be responsible.

A summary Bid Tab is included below:

	Engineers Estimate	A&R Construction	Steve Harris Construction	TR Harris Construction
Base Bid	\$867,854.62	\$712,528.27	\$802,073.90	\$801,687.50
Alt 1 – HDPE St. Sewer	(\$11,497.50)	(\$10,090.00)	\$1,527.00	\$3,527.00
Alt 2 – Rugby Road	\$121,084.80	\$103,204.00	\$104,058.35	\$112,114.75
Alt 3 – 4 th Street to Fence	\$76,520.00	\$66,968.00	\$73,825.60	\$77,208.00

Based on the bid results above, I recommend award of the base bid and any selected alternate bids to A&R Construction. Low bid is determined based on the total sum of the Base Bid and any selected Alternate Bids. Due to the difference between the first and second bids, A&R Construction will remain the low bidder with any combination of Base Bid and Alternate Bid selection.

All bidders acknowledged Addendums #1 and #2, and included a 5% Bid Bond. No irregularities were noted in the bid documents.

ELK POINT (CORPORATE)
118 W. Main St.
PO Box 1130
Elk Point, SD 57025
(605) 356-2308

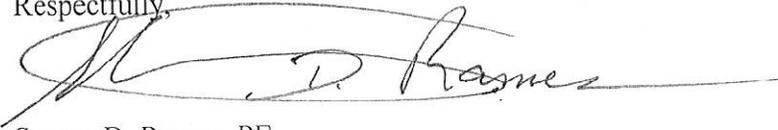
SIoux FALLS
5032 S Bur Oak Place
Suite #110
Sioux Falls, SD 57108
(605) 271-8998

PARKSTON
110 N. First St.
PO Box 916
Parkston, SD 57365
(605) 928-7676

WAYNE
208 Main St
PO Box 232
Wayne, NE 68787
(402) 633-1830

I am available to discuss the bid if you have any questions.

Respectfully,



Steven D. Rames, PE
McLaury Engineering Inc.

Attachments:

Bid Tab

MAIN OFFICE
118 W Main St
PO Box 1130
Elk Point, SD 57025
(605) 356-2308

SIOUX FALLS OFFICE
5032 S Bur Oak Place
Suite #110
Sioux Falls, SD 57108
(605) 271-8998

PARKSTON OFFICE
110 N First St
PO Box 916
Parkston, SD 57366
(605) 928-7676

WAYNE OFFICE
208 Main St
PO Box 232
Wayne, NE 68787
(402) 833-1830

Bid Tabulation Sheet for 4th Street Paving Project

COMPANY	Bid Total	
A&R Construction - Base Bid	\$	712,528.27
Alt 1	\$	(10,090.00)
Alt 2	\$	103,204.00
Alt 3	\$	66,968.00
Steve Harris Construction - Base Bid	\$	802,073.90
Alt 1	\$	1,527.00
Alt 2	\$	104,058.35
Alt 3	\$	73,825.60
TR Harris Construction - Base Bid	\$	801,687.50
Alt 1	\$	3,527.00
Alt 2	\$	112,114.75
Alt 3	\$	77,208.00

CITY OF WAYNE
4TH STREET PAVING PROJECT
Bid Opening June 29th, 2017

NO.	ITEM	UNIT	QUANTITY	Engineers Estimate		Bidder 1 A&R Const		Bidder 2 Steve Harris		Bidder 3 TR Harris	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
GROUP A - GRADING ITEMS											
1	MOBILIZATION	LUMP SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 3,265.00	\$ 3,265.00	\$ 30,000.00	\$ 30,000.00	\$ 3,400.00	\$ 3,400.00
2	GENERAL CLEARING AND GRUBBING	LUMP SUM	1	\$ 4,000.00	\$ 4,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
3	EXCAVATION (ESTABLISHED QUANTITY)	CU YD	17589	\$ 9.50	\$ 167,095.50	\$ 3.00	\$ 52,767.00	\$ 2.75	\$ 48,369.75	\$ 2.75	\$ 48,369.75
4	REMOVE WALK	SQ YD	56	\$ 8.63	\$ 483.28	\$ 5.25	\$ 294.00	\$ 5.00	\$ 280.00	\$ 5.00	\$ 280.00
5	REMOVE SIGN AND POST	EACH	2	\$ 260.00	\$ 520.00	\$ 800.00	\$ 1,600.00	\$ 100.00	\$ 200.00	\$ 250.00	\$ 500.00
6	TRAFFIC CONTROL	LUMP SUM	1	\$ 2,000.00	\$ 2,000.00	\$ 6,400.00	\$ 6,400.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
GROUP B - PAVING ITEMS											
1	MOBILIZATION	LUMP SUM	1	\$ 21,000.00	\$ 21,000.00	\$ 5,480.00	\$ 5,480.00	\$ 7,500.00	\$ 7,500.00	\$ 15,250.00	\$ 15,250.00
2	GRAVEL SURFACE COURSE	CY	150	\$ 31.00	\$ 4,650.00	\$ 65.00	\$ 9,750.00	\$ 28.40	\$ 4,260.00	\$ 98.00	\$ 14,700.00
3	TIE BARS	EACH	24	\$ 8.51	\$ 204.24	\$ 6.00	\$ 144.00	\$ 10.00	\$ 240.00	\$ 10.00	\$ 240.00
4	CONCRETE CLASS 47B-3500 SIDEWALK	SQ YD	734	\$ 45.00	\$ 33,030.00	\$ 34.00	\$ 24,956.00	\$ 47.50	\$ 34,865.00	\$ 40.00	\$ 29,360.00
5	DETECTABLE WARNING PANEL	SQ FT	80	\$ 38.00	\$ 3,040.00	\$ 24.00	\$ 1,920.00	\$ 35.00	\$ 2,800.00	\$ 30.00	\$ 2,400.00
6	8" CONCRETE PAVEMENT, CLASS 47B-3500	SQ YD	5517	\$ 40.00	\$ 220,680.00	\$ 35.56	\$ 196,184.52	\$ 38.70	\$ 213,507.90	\$ 41.00	\$ 226,197.00
7	RECONSTRUCT MANHOLE	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 400.00	\$ 800.00	\$ 2,000.00	\$ 4,000.00	\$ 550.00	\$ 1,100.00
8	FLY ASH FOR SUBGRADE	TON	1290	\$ 60.00	\$ 77,400.00	\$ 72.00	\$ 92,880.00	\$ 89.00	\$ 114,810.00	\$ 109.00	\$ 140,610.00
9	SUBGRADE PREPARATION	SQ YD	10752	\$ 2.00	\$ 21,504.00	\$ 1.75	\$ 18,816.00	\$ 6.00	\$ 64,512.00	\$ 3.00	\$ 32,256.00
GROUP C - UTILITY ITEMS											
1	MOBILIZATION	LUMP SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 25,500.00	\$ 25,500.00	\$ 8,000.00	\$ 8,000.00	\$ 17,000.00	\$ 17,000.00
2	CAST IRON COVER AND FRAME	POUND	1505	\$ 3.10	\$ 4,665.50	\$ 4.20	\$ 6,321.00	\$ 2.25	\$ 3,386.25	\$ 2.25	\$ 3,386.25
3	CAST IRON GRATE AND FRAME	POUND	745	\$ 3.30	\$ 2,458.50	\$ 5.00	\$ 3,725.00	\$ 2.50	\$ 1,862.50	\$ 2.50	\$ 1,862.50
4	CAST IRON CURB INLET GRATE AND FRAME	POUND	1375	\$ 2.00	\$ 2,750.00	\$ 6.00	\$ 8,250.00	\$ 2.50	\$ 3,437.50	\$ 2.50	\$ 3,437.50
5	CURB INLET	EACH	11	\$ 3,200.00	\$ 35,200.00	\$ 3,950.00	\$ 43,450.00	\$ 4,500.00	\$ 49,500.00	\$ 4,500.00	\$ 49,500.00
6	AREA INLET	EACH	1	\$ 3,300.00	\$ 3,300.00	\$ 3,720.00	\$ 3,720.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
7	MANHOLE	EACH	2	\$ 4,300.00	\$ 8,600.00	\$ 3,900.00	\$ 7,800.00	\$ 4,000.00	\$ 8,000.00	\$ 4,000.00	\$ 8,000.00
8	CONCRETE COLLAR	EACH	2	\$ 860.00	\$ 1,720.00	\$ 1,200.00	\$ 2,400.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00
9	15" REINFORCED CONCRETE PIPE	LF	24	\$ 44.50	\$ 1,068.00	\$ 35.00	\$ 840.00	\$ 40.00	\$ 960.00	\$ 40.00	\$ 960.00
10	18" REINFORCED CONCRETE PIPE	LF	175	\$ 46.50	\$ 8,137.50	\$ 38.50	\$ 6,737.50	\$ 35.00	\$ 6,125.00	\$ 35.00	\$ 6,125.00
11	24" REINFORCED CONCRETE PIPE	LF	980	\$ 53.00	\$ 51,940.00	\$ 46.00	\$ 45,080.00	\$ 45.00	\$ 44,100.00	\$ 45.00	\$ 44,100.00
12	30" REINFORCED CONCRETE PIPE	LF	369	\$ 66.00	\$ 24,354.00	\$ 64.00	\$ 23,616.00	\$ 55.00	\$ 20,295.00	\$ 55.00	\$ 20,295.00
13	36" REINFORCED CONCRETE PIPE	LF	477	\$ 91.00	\$ 43,407.00	\$ 77.00	\$ 36,729.00	\$ 65.00	\$ 31,005.00	\$ 65.00	\$ 31,005.00
14	15" CONCRETE FLARED-END SECTION	EACH	1	\$ 520.00	\$ 520.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
15	24" CONCRETE FLARED-END SECTION	EACH	2	\$ 800.00	\$ 1,600.00	\$ 900.00	\$ 1,800.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00
16	36" CONCRETE FLARED-END SECTION	EACH	1	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00
17	24" ROUND EQUIVALENT REINFORCED CONCRETE PIPE	LF	141	\$ 108.00	\$ 14,946.00	\$ 76.00	\$ 10,716.00	\$ 85.00	\$ 11,985.00	\$ 85.00	\$ 11,985.00
18	24" ROUND EQUIVALENT CONCRETE FLARED-END SECTION	EACH	2	\$ 1,100.00	\$ 2,200.00	\$ 850.00	\$ 1,700.00	\$ 800.00	\$ 1,600.00	\$ 800.00	\$ 1,600.00
19	ELBOW	EACH	1	\$ 250.00	\$ 250.00	\$ 1,200.00	\$ 1,200.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
20	TAPPING EXISTING SANITARY SEWER MANHOLE	EACH	2	\$ 940.00	\$ 1,880.00	\$ 550.00	\$ 1,100.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
21	SANITARY MANHOLE	EACH	1	\$ 4,500.00	\$ 4,500.00	\$ 4,400.00	\$ 4,400.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00
22	4" P.V.C. SANITARY SEWER PIPE	LF	184	\$ 35.50	\$ 6,532.00	\$ 16.00	\$ 2,944.00	\$ 30.00	\$ 5,520.00	\$ 30.00	\$ 5,520.00
23	8" P.V.C. SANITARY SEWER PIPE	LF	592	\$ 46.00	\$ 27,232.00	\$ 27.00	\$ 15,984.00	\$ 34.00	\$ 20,128.00	\$ 34.00	\$ 20,128.00
24	SEWER CLEANOUT	EACH	3	\$ 100.00	\$ 300.00	\$ 990.00	\$ 2,970.00	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00
25	8" X 4" P.V.C. WYE	EACH	10	\$ 335.00	\$ 3,350.00	\$ 200.00	\$ 2,000.00	\$ 250.00	\$ 2,500.00	\$ 250.00	\$ 2,500.00

NO.	ITEM	UNIT	QUANTITY	Engineers Estimate		Bidder 1 A&R Const		Bidder 2 Steve Harris		Bidder 3 TR Harris		
1	MOBILIZATION	LUMP SUM	1	\$	1,400.00	\$	2,000.00	\$	2,600.00	\$	3,500.00	
2	SEEDING, TYPE C	ACRE	3.9	\$	1,610.00	\$	80.00	\$	750.00	\$	750.00	
3	COVER CROP SEEDING	ACRE	4.0	\$	256.00	\$	300.00	\$	275.00	\$	275.00	
4	AREA INLET PROTECTION	EACH	1	\$	100.00	\$	180.00	\$	160.00	\$	160.00	
5	CURB INLET PROTECTION	LF	106	\$	20.00	\$	18.00	\$	17.00	\$	17.00	
6	FABRIC SILT FENCE-LOW POROSITY	LF	2626	\$	2.70	\$	7,090.20	\$	2.75	\$	7,221.50	
7	FABRIC SILT FENCE-HIGH POROSITY	LF	147	\$	3.20	\$	470.40	\$	3.00	\$	441.00	
8	SILT CHECK, TYPE 2-LOW	LF	319	\$	5.00	\$	1,595.00	\$	5.00	\$	5.00	
9	HYDROMULCH	TON	6.3	\$	2,300.00	\$	2,400.00	\$	2,300.00	\$	2,300.00	
10	RIPRAP FILTER FABRIC	SY	71	\$	3.50	\$	248.50	\$	5.50	\$	390.50	
11	ROCK RIPRAP	TON	72	\$	60.00	\$	4,320.00	\$	50.00	\$	55.00	
Total of All Unit Price Bid Items					\$	867,854.62	\$	712,528.27	\$	802,073.90	\$	801,687.50

Low Bidder (A&R Construction) \$ 712,528.27

CITY OF WAYNE
 4TH STREET PAVING PROJECT
 BID ALTERNATES
 Bid Opening June 29th, 2017

BID ALTERNATE 1 - HDPE STORM SEWER											
NO.	ITEM	UNIT	QUANTITY	Engineers Estimate		Bidder 1 A&R Const		Bidder 2 Steve Harris		Bidder 3 TR Harris	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	12" REINFORCED CONCRETE PIPE	LF	-9	\$ 35.00	\$ (315.00)	\$ 38.00	\$ (342.00)	\$ 35.00	\$ (315.00)	\$ 35.00	\$ (315.00)
2	12" HDPE PIPE	LF	9	\$ 32.50	\$ 292.50	\$ 33.00	\$ 297.00	\$ 36.00	\$ 324.00	\$ 36.00	\$ 324.00
3	15" REINFORCED CONCRETE PIPE	LF	-24	\$ 44.50	\$ (1,068.00)	\$ 35.00	\$ (840.00)	\$ 40.00	\$ (960.00)	\$ 40.00	\$ (960.00)
4	15" HDPE PIPE	LF	24	\$ 40.00	\$ 960.00	\$ 35.00	\$ 840.00	\$ 41.00	\$ 984.00	\$ 41.00	\$ 984.00
5	18" REINFORCED CONCRETE PIPE	LF	-23	\$ 46.50	\$ (1,069.50)	\$ 40.00	\$ (920.00)	\$ 35.00	\$ (805.00)	\$ 35.00	\$ (805.00)
6	18" HDPE PIPE	LF	23	\$ 42.00	\$ 966.00	\$ 40.00	\$ 920.00	\$ 36.00	\$ 828.00	\$ 36.00	\$ 828.00
7	24" REINFORCED CONCRETE PIPE	LF	-893	\$ 53.00	\$ (47,329.00)	\$ 46.00	\$ (41,078.00)	\$ 45.00	\$ (40,185.00)	\$ 45.00	\$ (40,185.00)
8	24" HDPE PIPE	LF	893	\$ 48.50	\$ 43,310.50	\$ 45.00	\$ 40,185.00	\$ 46.00	\$ 41,078.00	\$ 46.00	\$ 41,078.00
9	30" REINFORCED CONCRETE PIPE	LF	-351	\$ 66.00	\$ (23,166.00)	\$ 64.00	\$ (22,464.00)	\$ 55.00	\$ (19,305.00)	\$ 55.00	\$ (19,305.00)
10	30" HDPE PIPE	LF	351	\$ 60.00	\$ 21,060.00	\$ 57.00	\$ 20,007.00	\$ 56.00	\$ 19,656.00	\$ 56.00	\$ 19,656.00
11	36" REINFORCED CONCRETE PIPE	LF	-477	\$ 91.00	\$ (43,407.00)	\$ 78.00	\$ (37,206.00)	\$ 65.00	\$ (31,005.00)	\$ 65.00	\$ (31,005.00)
12	36" HDPE PIPE	LF	477	\$ 82.00	\$ 39,114.00	\$ 70.00	\$ 33,390.00	\$ 66.00	\$ 31,482.00	\$ 66.00	\$ 31,482.00
13	24" ROUND EQUIVALENT REINFORCED CONCRETE PIPE	LF	-141	\$ 106.00	\$ (14,946.00)	\$ 79.00	\$ (11,139.00)	\$ 85.00	\$ (11,985.00)	\$ 85.00	\$ (11,985.00)
14	24" ROUND EQUIVALENT HDPE PIPE	LF	141	\$ 100.00	\$ 14,100.00	\$ 60.00	\$ 8,460.00	\$ 85.00	\$ 11,985.00	\$ 85.00	\$ 11,985.00
15	ELBOW	EACH	1	\$ (250.00)	\$ (250.00)	\$ (1,200.00)	\$ (1,200.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
16	HDPE ELBOW	EACH	1	\$ 250.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Total of All Unit Price Bid Items				\$	\$ (11,497.50)	\$	\$ (10,090.00)	\$	\$ 1,527.00	\$	\$ 3,527.00

BID ALTERNATE 2 - RUGBY ROAD ADD											
NO.	ITEM	UNIT	QUANTITY	Engineers Estimate		Bidder 1 A&R Const		Bidder 2 Steve Harris		Bidder 3 TR Harris	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	LUMP SUM	1	\$ 1,400.00	\$ 1,400.00	\$ 2,956.00	\$ 2,956.00	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00
2	REMOVE WALK	SQ YD	80	\$ 8.63	\$ 690.40	\$ 5.00	\$ 400.00	\$ 5.00	\$ 400.00	\$ 6.00	\$ 480.00
3	GRAVEL SURFACE COURSE	CY	64	\$ 31.00	\$ 1,984.00	\$ 55.00	\$ 3,520.00	\$ 28.40	\$ 1,817.60	\$ 98.00	\$ 6,272.00
4	CONCRETE CLASS 47B-3500 SIDEWALK	SQ YD	375	\$ 45.00	\$ 16,875.00	\$ 31.00	\$ 11,625.00	\$ 42.50	\$ 15,937.50	\$ 40.00	\$ 15,000.00
5	DETECTABLE WARNING PANEL	SQ FT	32	\$ 38.00	\$ 1,216.00	\$ 36.00	\$ 1,152.00	\$ 30.00	\$ 960.00	\$ 30.00	\$ 960.00
6	8" CONCRETE PAVEMENT, CLASS 47B-3500	SQ YD	1845	\$ 40.00	\$ 73,800.00	\$ 39.00	\$ 71,955.00	\$ 38.70	\$ 71,401.50	\$ 41.00	\$ 75,645.00
7	EXCAVATION (ESTABLISHED QUANTITY)	CU YD	2050	\$ 9.50	\$ 19,475.00	\$ 3.00	\$ 6,150.00	\$ 2.75	\$ 5,637.50	\$ 2.75	\$ 5,637.50
8	12" REINFORCED CONCRETE PIPE	LF	9	\$ 43.50	\$ 391.50	\$ 39.00	\$ 351.00	\$ 35.00	\$ 315.00	\$ 35.00	\$ 315.00
9	18" REINFORCED CONCRETE PIPE	LF	56	\$ 46.50	\$ 2,604.00	\$ 40.00	\$ 2,240.00	\$ 35.00	\$ 1,960.00	\$ 35.00	\$ 1,960.00
10	12" CONCRETE FLARED-END SECTION	EACH	1	\$ 550.00	\$ 550.00	\$ 800.00	\$ 800.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
11	18" CONCRETE FLARED-END SECTION	EACH	1	\$ 720.00	\$ 720.00	\$ 850.00	\$ 850.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00
12	SEEDING, TYPE C	ACRE	0.32	\$ 1,610.00	\$ 515.20	\$ 850.00	\$ 272.00	\$ 750.00	\$ 240.00	\$ 240.00	\$ 240.00
13	CURB INLET PROTECTION	LF	12	\$ 20.00	\$ 240.00	\$ 20.00	\$ 240.00	\$ 17.00	\$ 204.00	\$ 160.00	\$ 1,920.00
14	FABRIC SILT FENCE-LOW POROSITY	LF	231	\$ 2.70	\$ 623.70	\$ 3.00	\$ 693.00	\$ 2.75	\$ 635.25	\$ 2.75	\$ 635.25
Total of All Unit Price Bid Items				\$	\$ 121,084.80	\$	\$ 103,204.00	\$	\$ 104,058.35	\$	\$ 112,114.75

BID ALTERNATE 3 - 4TH STREET ADD											
NO.	ITEM	UNIT	QUANTITY	Engineers Estimate		Bidder 1 A&R Const		Bidder 2 Steve Harris		Bidder 3 TR Harris	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	CONCRETE CLASS 47B-3500 SIDEWALK	SQ.YD	200	\$ 45.00	\$ 9,000.00	\$ 31.00	\$ 6,200.00	\$ 42.50	\$ 8,500.00	\$ 40.00	\$ 8,000.00
2	8" CONCRETE PAVEMENT, CLASS 47B-3500	SQ.YD	1688	\$ 40.00	\$ 67,520.00	\$ 36.00	\$ 60,768.00	\$ 38.70	\$ 65,325.60	\$ 41.00	\$ 69,208.00
Total of All Unit Price Bid Items					\$ 76,520.00		\$ 66,968.00		\$ 73,825.60		\$ 77,208.00

RESOLUTION NO. 2017-59

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "4TH STREET PAVING PROJECT."

WHEREAS, three bids were received on June 29, 2017, for the "4th Street Paving Project;" and

WHEREAS, said bids have been reviewed by the City's Engineer on the project, McLaury Engineering, Inc.; and

WHEREAS, McLaury Engineering, Inc., is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the "4th Street Paving Project," as submitted by the following contractor:

<u>Bidder</u>		<u>Amount</u>
A & R Construction Co.	Base Bid	\$712,528.27
PO Box 121	Alt 1	(10,090.00)
Plainview NE 68769-0121	Alt 2	\$103,204.00
	Alt 3	\$ 66,968.00

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same are hereby accepted.

PASSED AND APPROVED this 6th day of July, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

[Back to Top](#)

RESOLUTION NO. 2017-60

A RESOLUTION APPROVING THE BEAUMONT SUBDIVISION AGREEMENT.

WHEREAS, the City Council, by Resolution 2017-54 on June 20, 2017, approved the Final Plat for the "Beaumont First Addition," conditioned upon the execution of a Subdivision Agreement; and

WHEREAS, the Subdivision Agreement for the Beaumont First Addition, which is attached hereto and incorporated herein by reference, has been negotiated with the developer pursuant to the City Subdivision Regulations.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the attached Subdivision Agreement, Beaumont First Addition, is hereby approved, and the Mayor is authorized and directed to execute said document.

PASSED AND APPROVED this 6th day of July, 2017.

THE CITY OF WAYNE, NEBRASKA,

By _____

Mayor

ATTEST:

City Clerk

SUBDIVISION AGREEMENT
(DRAFT 7/3/17)

BEAUMONT FIRST ADDITION to the City of Wayne, WAYNE COUNTY Nebraska

This agreement is made and entered into this _____ day of _____, 2017 by and between the City of Wayne, Nebraska, hereinafter referred to as the "the City" and Wayne Area Event Center, a corporation, hereinafter referred to as "the Developer."

WHEREAS, the Developer is the owner of certain property situated adjacent to the City of Wayne, Wayne County, Nebraska and legally described as follows:

Lot 1, Beaumont First Addition to the City of Wayne, Wayne County, Nebraska, and hereinafter referred to as "Lot 1"

WHEREAS, the Developer wishes to plat said property and hereby submit to the City as provided by law, an accurate subdivision plat of the addition to be known as Beaumont First Addition to the City of Wayne, Wayne County, Nebraska; and

WHEREAS, new subdivisions are subject to certain required minimum improvements as specified by City, Ordinances,

IT IS THEREFORE AGREED by the parties contained herein as follows:

GENERAL CONDITIONS:

1. GRADING: The Developers agree that the subdivision will be graded according to plans prepared by McClaury Engineering, Inc. Said plans are accepted by, and on file with, the Event Center Building Permit site plan and are made a part of this agreement by reference. There will be no cost to the City for grading of the subdivision. .

2. SANITARY SEWER:

A) The Developer and the City agree that all initial sewer mains and appurtenances including lift station to serve Lot 1 will be installed by the City as pioneering costs for the general future development of the general area.

B) The Developer is also the owner of record of the un-annexed property immediately abutting Lot 1 to the east and agrees to grant a permanent underground utility easement at no cost to the city for the lift station #9 and also a permanent underground utility easement for the city sanitary sewer force main to connect lift station #9 to the existing city sanitary sewer system.

C) The Developer grants a permanent sanitary sewer easement on Lot 1 to the city for a future sanitary sewer main extension along the south bank of Dog Creek and agrees, as a condition of the city's providing initial sanitary sewer service to Lot 1, that Lot 1 will be included in any future sanitary sewer district through this easement to extend a sanitary sewer to serve future development to the west, and that Lot 1 will be included in all future sanitary sewer district assessments and said assessment will be paid by the owner of Lot 1.

D) The one connection fees for Lot 1 for city sanitary sewer service will be: \$500 for commercial users, \$500 for lift station #9, \$200 for the Fairway Estates sanitary sewer gravity main and \$200 for lift station #7 on North Centennial Road. Upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. All plans will be prepared and approved by a Registered Engineer.

3. WATER SUPPLY; The City will create a water utility extension district to install water mains to provide service to all lots in the subdivision. Water mains to be installed are as follows:

A) A water extension district will be created including Lot 1 and ten (10) inch diameter water main will be installed across the entire length of the south boundary of Lot 1 in a utility easement platted for the subdivision. The Developers and the City agree that assessments for lots in the subdivision will be based on frontage. The City will pay the entire construction and engineering cost for the ten inch main, beginning at the west boundary of Lot 1, to cross Highway 15 right of way and to connect to the City's water transmission line.

B) The Developer agrees that all water mains and appurtenances will be installed according to City of Wayne Specifications and upon completion, and following certification by the Developer's Registered Engineer, these improvements shall be dedicated to the City for public use and maintenance. All plans will be prepared and approved by a Registered Engineer.

4) STREET IMPROVEMENTS:

No public street improvements are required at the date of this agreement

5. STREET SIGNS: No Street Signs are required at this time

6. ESTIMATED DATES OF COMPLETION: The estimated dates of completion for the above described improvements are as follows:

Grading – NA

Sanitary Sewer – November 2017

Water – November 2017

Paving – NA

MISCELLANEOUS:

A) The Developer agree to hold the City of Wayne harmless from any liability and claims arising out of and relative to the development of this subdivision, to and including, but not limited to, the determination of wetlands as defined by the Federal Clean Water Act and the Water Quality permits required by the Nebraska Department of Environmental Control.

B) The Developer understands that building permits will not be issued prior to the creation of a paving district for this subdivision and that occupancy permits for structures on lots in the subdivision will not be issued until all improvements described in this agreement are constructed and accepted by the City.

C) The Developer's Engineer shall provide the City with a signed certification, assuring that improvements have been installed in accordance with the approved plans and specifications.

D) The Developer agrees to keep the public Right-of-Way free from accumulation of water, waste material, weeds or rubbish, and to maintain the finished street surfaces free from dirt caused during, development of the subdivision.

7. This agreement and the terms and duties set forth herein, shall be binding upon the

parties hereto, their successors in interest in the real estate described herein, their heirs, personal representatives, and assigns.

Signature Page

[Back to Top](#)

Betty McGuire - RE: Fwd: letter for Crown II TIF rent to own housing project

From: Nancy Braden
To: council
Date: 6/22/2017 11:08 AM
Subject: RE: Fwd: letter for Crown II TIF rent to own housing project
Cc: Rob Woodling; Lou Bencoter; Mandy Olson; Randy Larson; Mark Lenihan...

Mayor & Council;

See Mike Bacon's comments below about the 5% set aside from the TIF.

CRA board members, this is for your information too.

Nancy L. Braden

Finance Director, City of Wayne
 306 Pearl, PO Box 8, Wayne, NE 68787
 phone [402-375-1733](tel:402-375-1733); fax [402-375-4712](tel:402-375-4712)
www.waynene.org

>>> On 06/22/2017 at 9:54 AM, in message

<CY1PR0301MB12760D5F17204143FFAE006BF1DB0@CY1PR0301MB1276.namprd03.prod.outlook.com>, Mike Bacon <mbacon@bacon-vinton.com> wrote:

All, the approval by the council appears to modify the redevelopment plan. Unfortunately, this modification does not square with the requirements of the Community Development Law. TIF funds can only be used to pay for debt issued by the CRA. Section 18-2147. The debt has to be issued for "solely" to pay for a redevelopment project. The money cannot just be accumulated, but must be spent to pay off a debt for the project. Parks are certainly an eligible expenditure for a redevelopment project. However, the funds from the debt must be used in the redevelopment project area and cannot be transferred to another area. There is no space in the proposed project for a park. If the council's intent was to create a park in the project area, then the location should be identified in the project area and the expenditures for the park should be listed for the park creation. The funds cannot be used for park maintenance.

Therefore it seems as though the council will have to revisit the issue before any development can move forward.

Sincerely,

Michael L. Bacon

Bacon & Vinton, L.L.C.
 416 10th Street / P.O. Box 208

Gothenburg, NE 69138
Phone: (308) 537-7161
Fax: (308) 537-7162

This e-mail transmission (and any documents accompanying it) may contain confidential information belonging to the sender, which is protected by the attorney-client privilege. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or any other action or inaction in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please immediately notify us by telephone to arrange for return of the documents.

From: Betty McGuire [betty@cityofwayne.org]
Sent: Wednesday, June 21, 2017 1:40 PM
To: Mike Bacon; Lowell Johnson; Nancy Braden
Subject: Re: Fwd: letter for Crown II TIF rent to own housing project

Lowell -- this is an excerpt of the tape regarding the motion:

Council meeting June 20, 2017

Redevelopment Plan Agenda Item (Crown II Housing Project)

Motion:

Sievers made a motion, which was seconded by Haase, to approve the resolution, then they amended the same to include "5% on the estimated TIF and spread it out for the full 15 years if it is paid off early and reserve the rest for public parks."

Lowell: You can say pull off a percentage to be used for parks and any remaining funds after the developer's costs are also collected for parks or whatever you want to use it for.

Betty A. McGuire
City Clerk
306 Pearl Street
Wayne, NE 68787
(402) 375-1733

>>> Lowell Johnson 6/21/2017 12:07 PM >>>

Lowell D. Johnson
City Administrator

RESOLUTION NO. 2017-62

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 6th day of July, 2017.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT 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

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. Therefor 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]

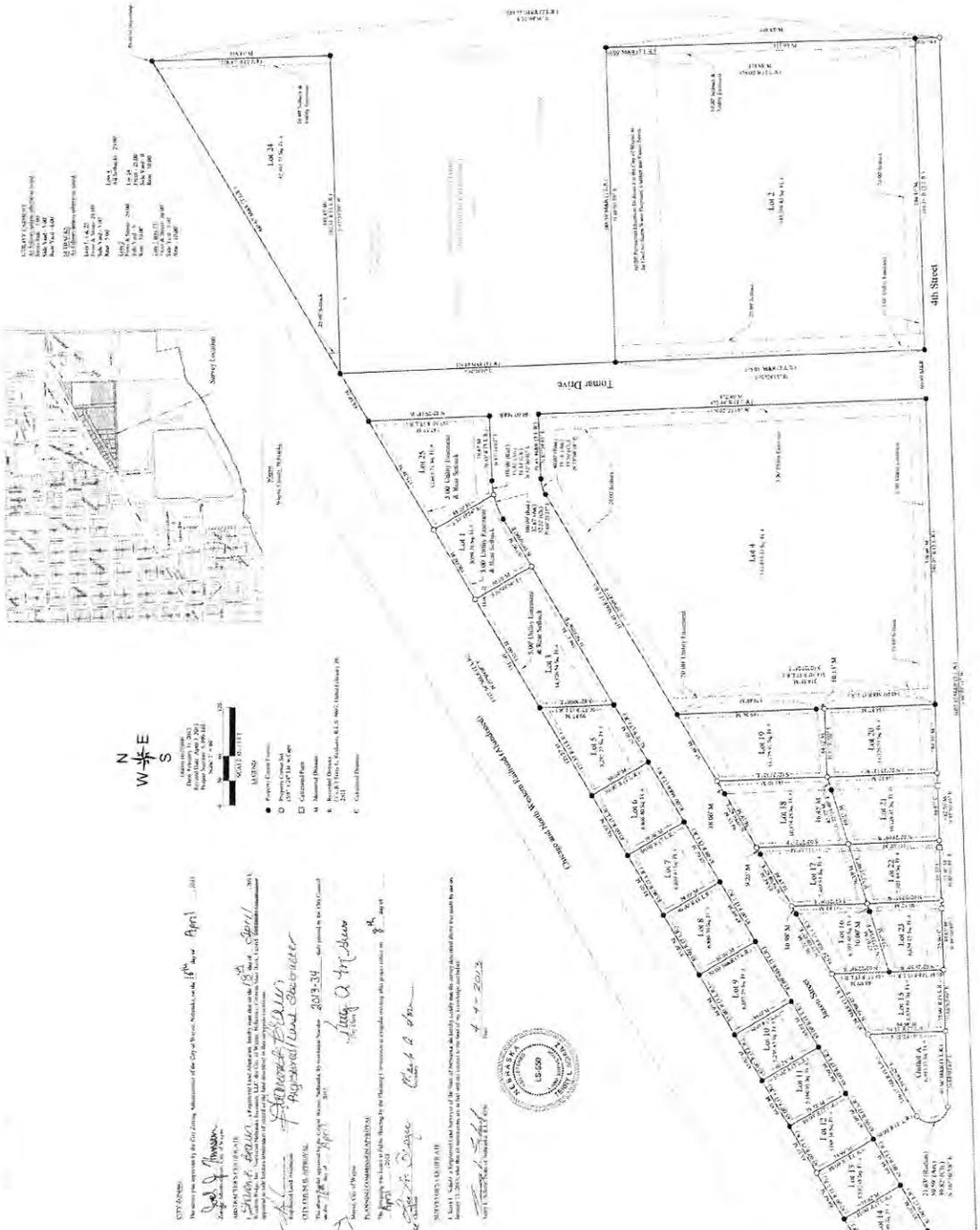
					Assessments	
Benscoter Replat 2		Start Date	Valuation	Sewer	Storm Sewer	Street
Lot 5	Market Rate	Aug-17	\$ 167,500.00			
Lot 6	Market Rate	Aug-17	\$ 167,500.00			
Lot 7	Market Rate	Aug-17	\$ 167,500.00			
Lot 8	Crown Home	Aug-17	\$ 41,875.00			
Lot 10	Crown Home	Aug-17	\$ 41,875.00			
Lot 13	Crown Home	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

**BENSCHOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAY 2
TO THE CITY OF WAYNE, NEBRASKA.**

WAYNE, NEBRASKA
 81825 13 88 58 11
 25' 10" 11"
 25' 10" 11"



CITY ENGINEER
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the City Engineer, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 City Engineer

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission

PLANNING COMMISSION
 The undersigned hereby certifies that the above described plat is a true and correct copy of the original as filed in the office of the Planning Commission, City of Wayne, Nebraska, on this 15th day of April, 2011.

APPROVED:
 [Signature]
 Planning Commission



Exhibit "3"

Benscoter Replat 3

Exhibit 4
Sources and Uses

Wayne Crown II Sources and Uses

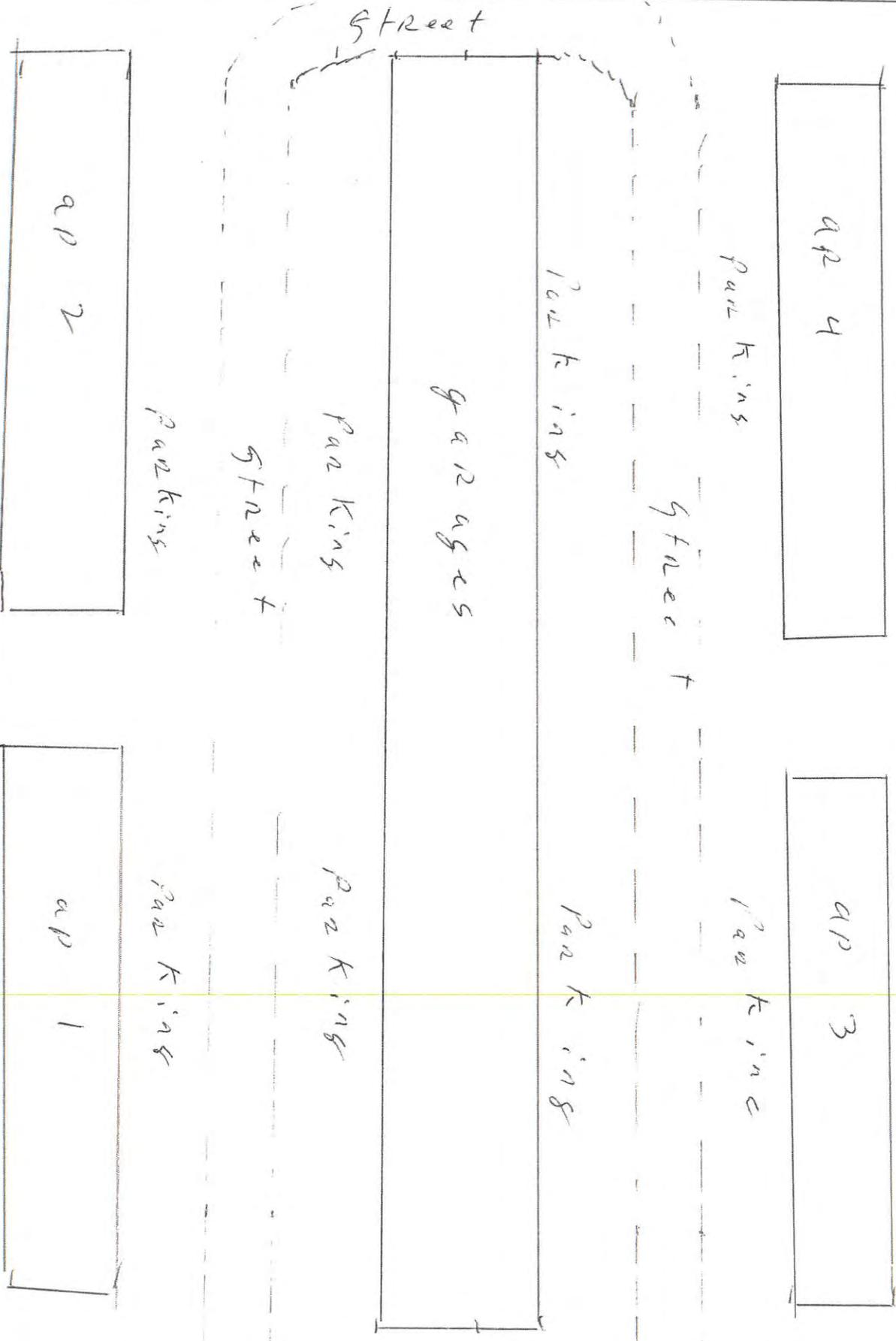
	Sources				Project		Uses
	Grant Funds	Tax Credits	Other Funds	Equity	City funds	(Assessments)	
15 Crown Homes	\$ 500,000.00	\$ 2,066,424.00	\$ 412,637.00				\$ 2,979,061.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Market Rate (2)			\$ 330,000.00				\$ 330,000.00
Day Care			\$ 200,000.00				\$ 200,000.00
	(My estimate)						
Apartment Complexes (2)			\$ 500,000.00				\$ 500,000.00
Apartment Complexes (2)			\$ 500,000.00				\$ 500,000.00
	(My estimate)						
	\$ 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

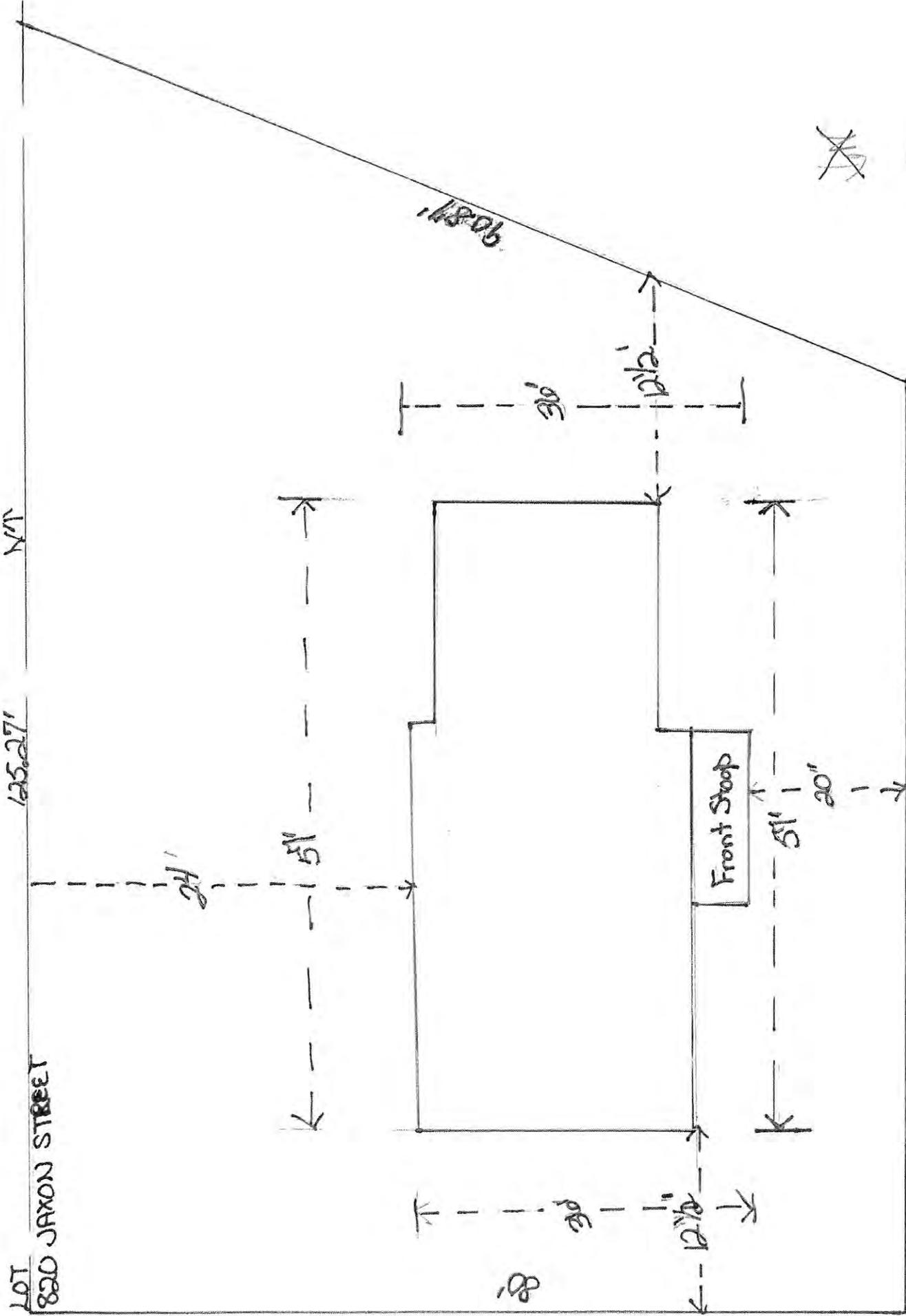
4th



Toman

Lot 2

N



~~118.06~~
 118.06
 820 JAXON ST
 118.06

JAXON STREET

LOT 820 JAXON STREET

125.27'

82'

Front Stoop

24'

5'

5'

20"

12 1/2'

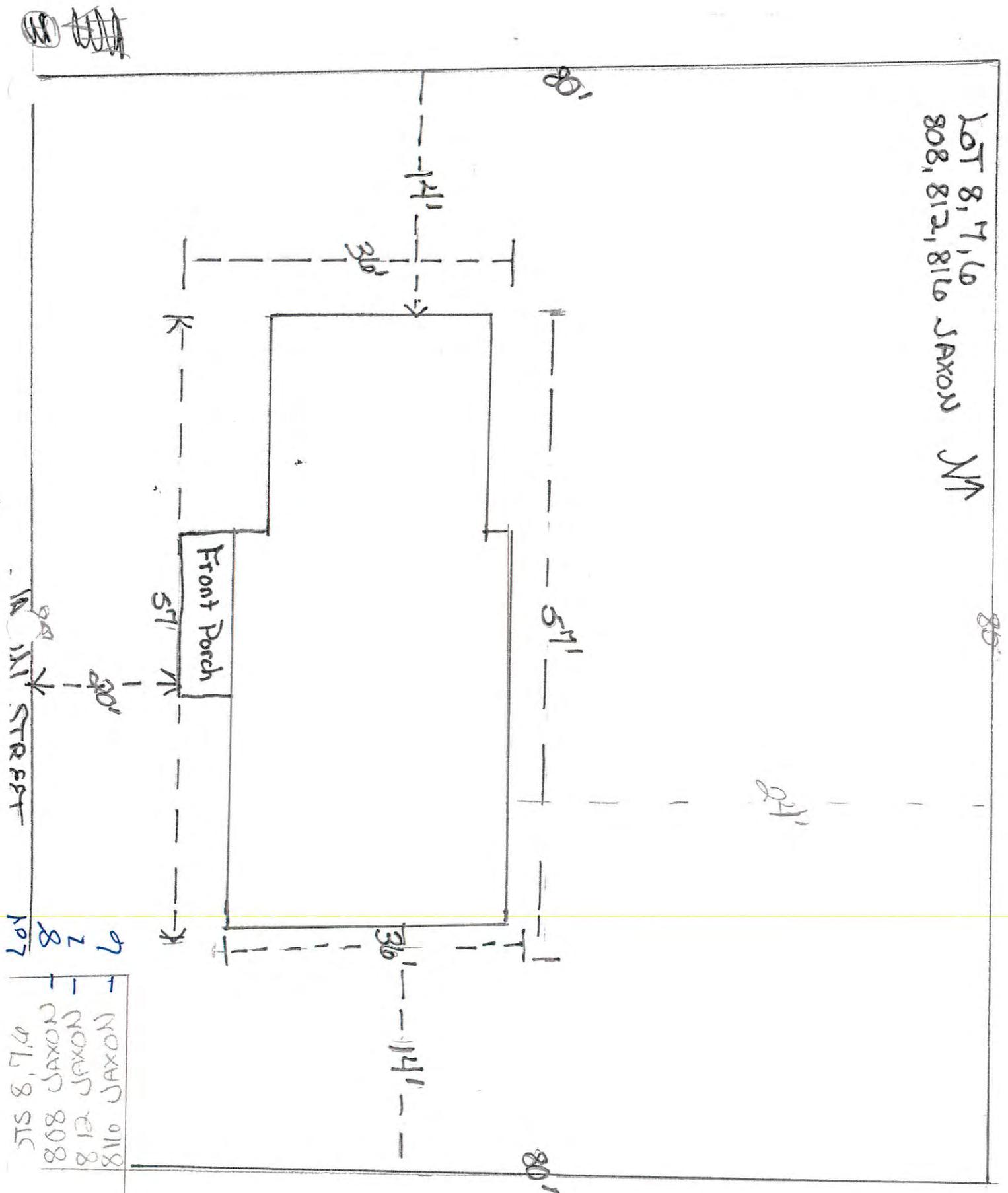
12 1/2'

12 1/2'

8'

Ⓟ

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



816	JAXON
812	JAXON
808	JAXON
807	JAXON

①

JAXON STREET

65'

20' setback

FRONT

65'

17.92' Rear

120' 3/4"

5' 6" side

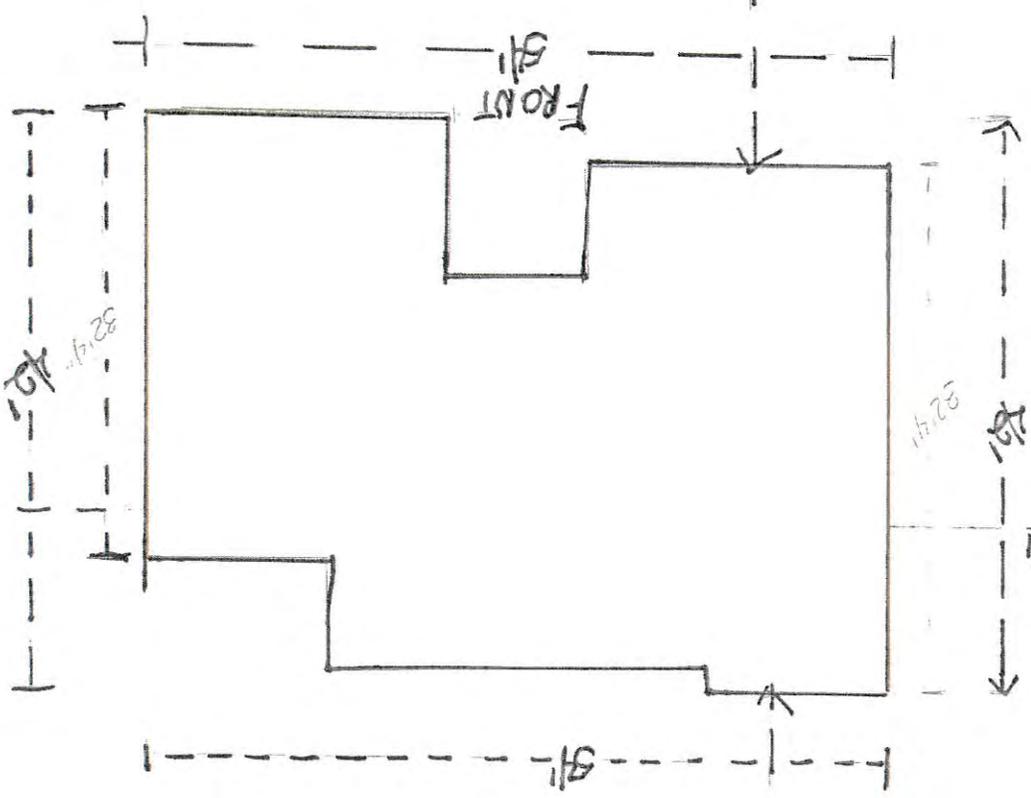
32' 4"

32' 4"

5' 6" side

LOT 13, 14, 10 Lot
 104 JAXON - 14
 108 JAXON - 13
 120 JAXON - 10

LOT 13 - 10
 104 JAXON - 14
 108 JAXON - 13



FINAL PLAT

BENSCHOTER ADDITION PLANNED UNIT DEVELOPMENT REPLAT 3 TO THE CITY OF WAYNE, NEBRASKA

LEGAL DESCRIPTION PARCEL: [Detailed description of the land parcels]

OWNER'S CERTIFICATE: [Owner's declaration regarding the plat]

ACKNOWLEDGMENT OF OWNER: [Notary public acknowledgment of the owner]

CITIZENING CERTIFICATE: [Statement regarding the plat's compliance with city laws]

ABSTRACTOR CERTIFICATE: [Abstractor's declaration regarding the land records]

CITY COUNCIL APPROVAL: [City Council's approval of the plat]

PLANNING COMMISSION APPROVAL: [Planning Commission's approval of the plat]

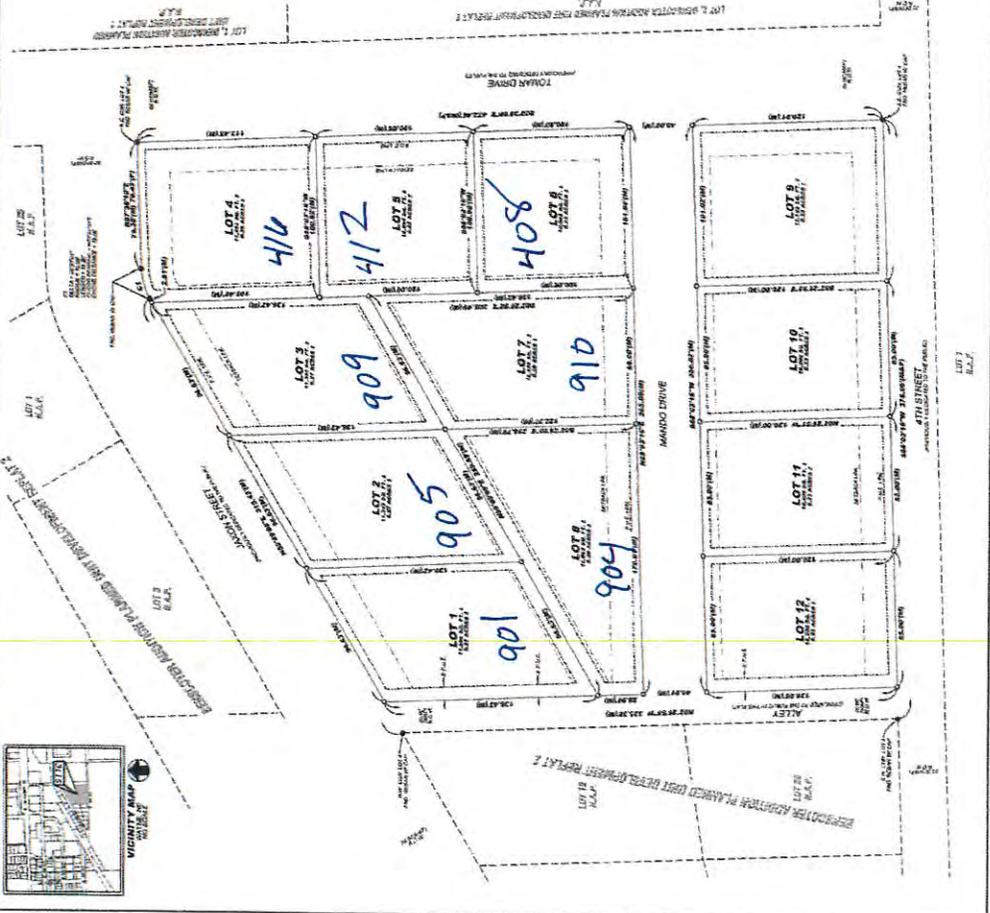
SURVEYOR'S NOTES: [Surveyor's notes and observations]

SURVEYOR'S CERTIFICATE: [Surveyor's final certification of the plat]

McLauri Engineering, Inc.
 WAYNE, NEBRASKA
 LOUIS & MARY LOU BENSCHOTER

SEAL: [Professional Engineer Seal]

DATE: 10/27/17
 SHEET: 1 OF 1

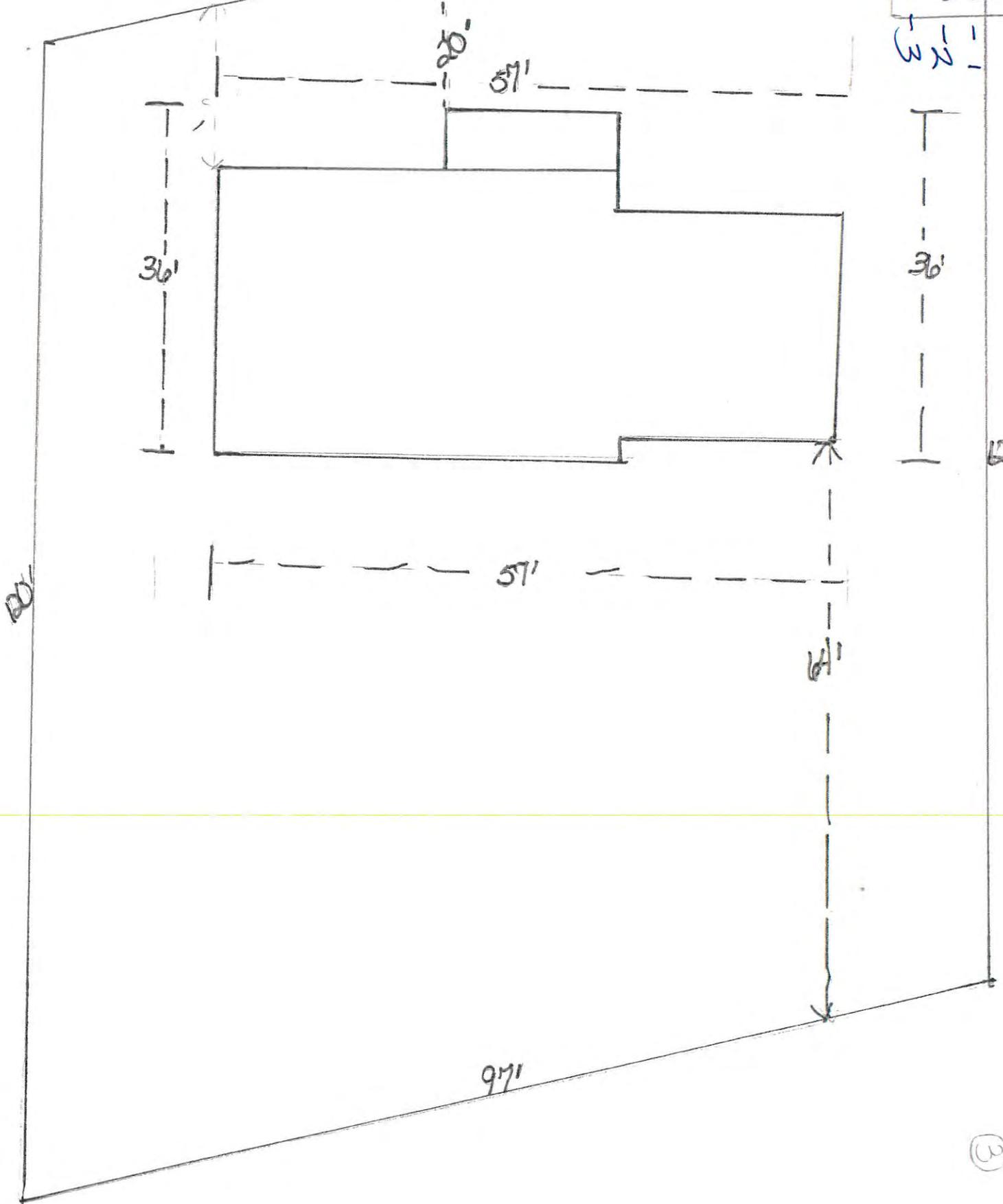


401 (JAXON) LOT 2
905 (JAXON) LOT 2
909 (JAXON) LOT 2

JAXON St N ↑

LOT 2
901 JAXON
905 JAXON
909 JAXON

901 JAXON STREET

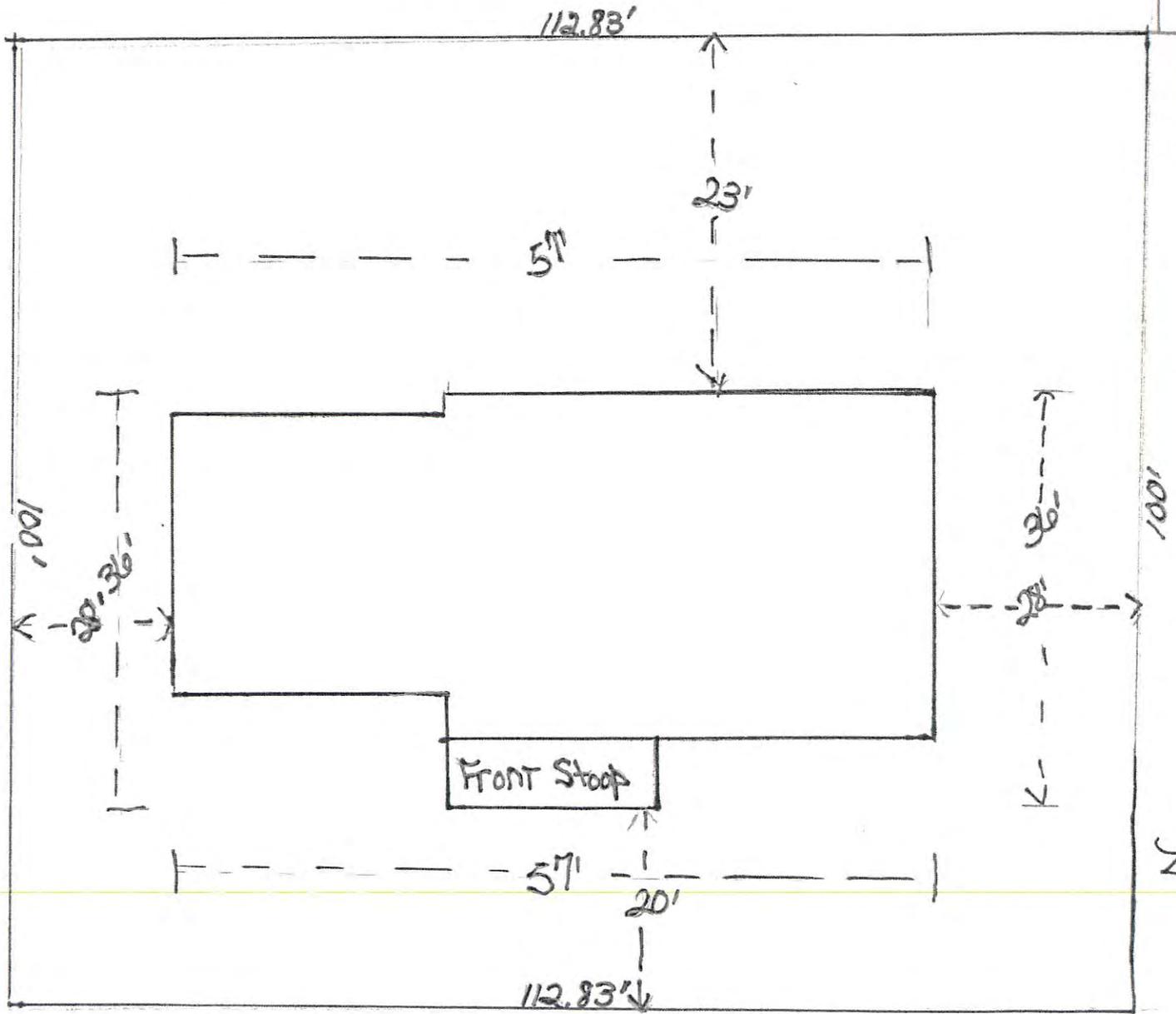


LOT 2 416 TOMAR

LOT 2
416 TOMAR

Lot 4

JAXON STREET

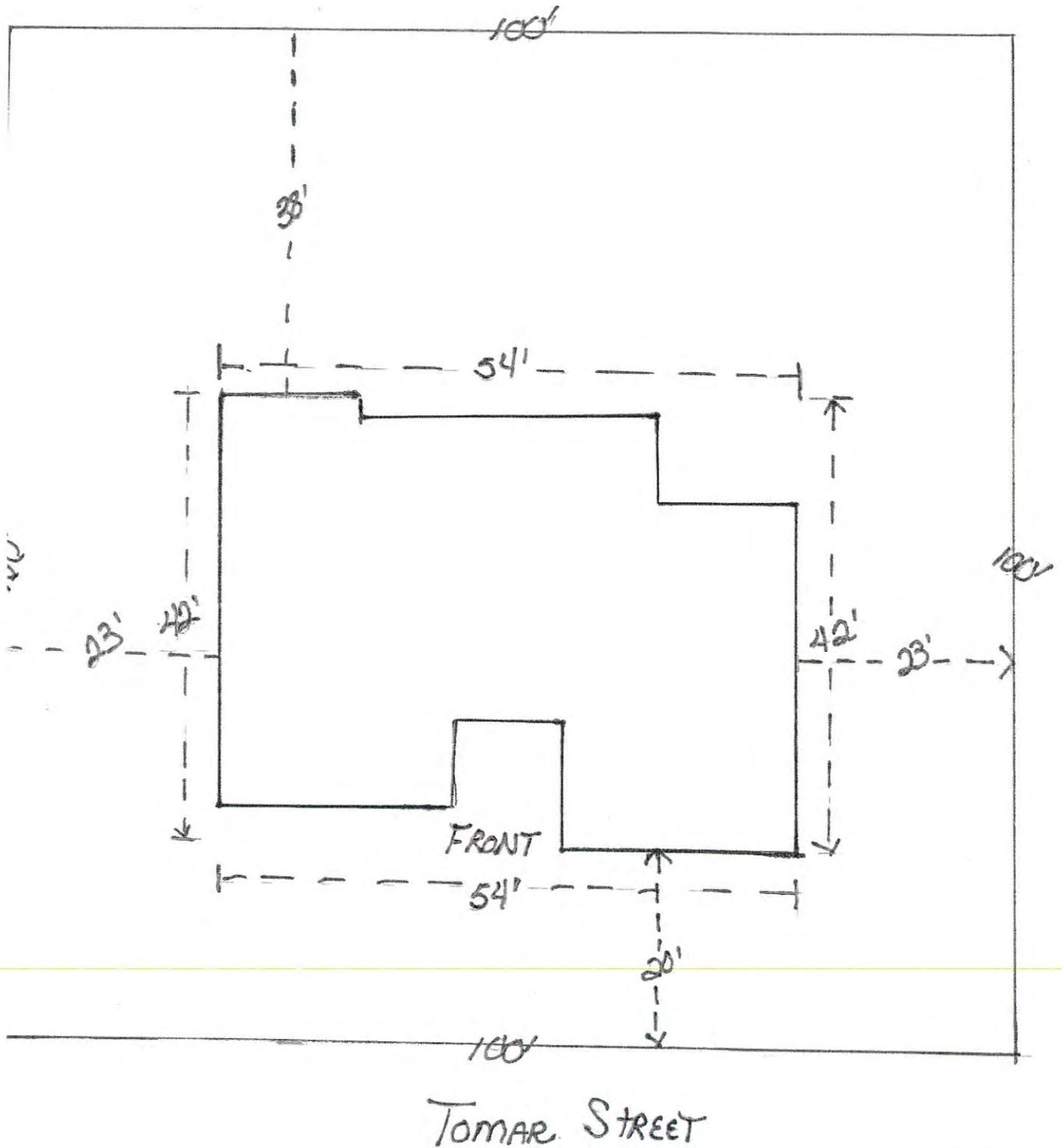


TOMAR STREET

TOMAR

25
412 Tomar

LOT 2
412 TOMAR - LOT 5



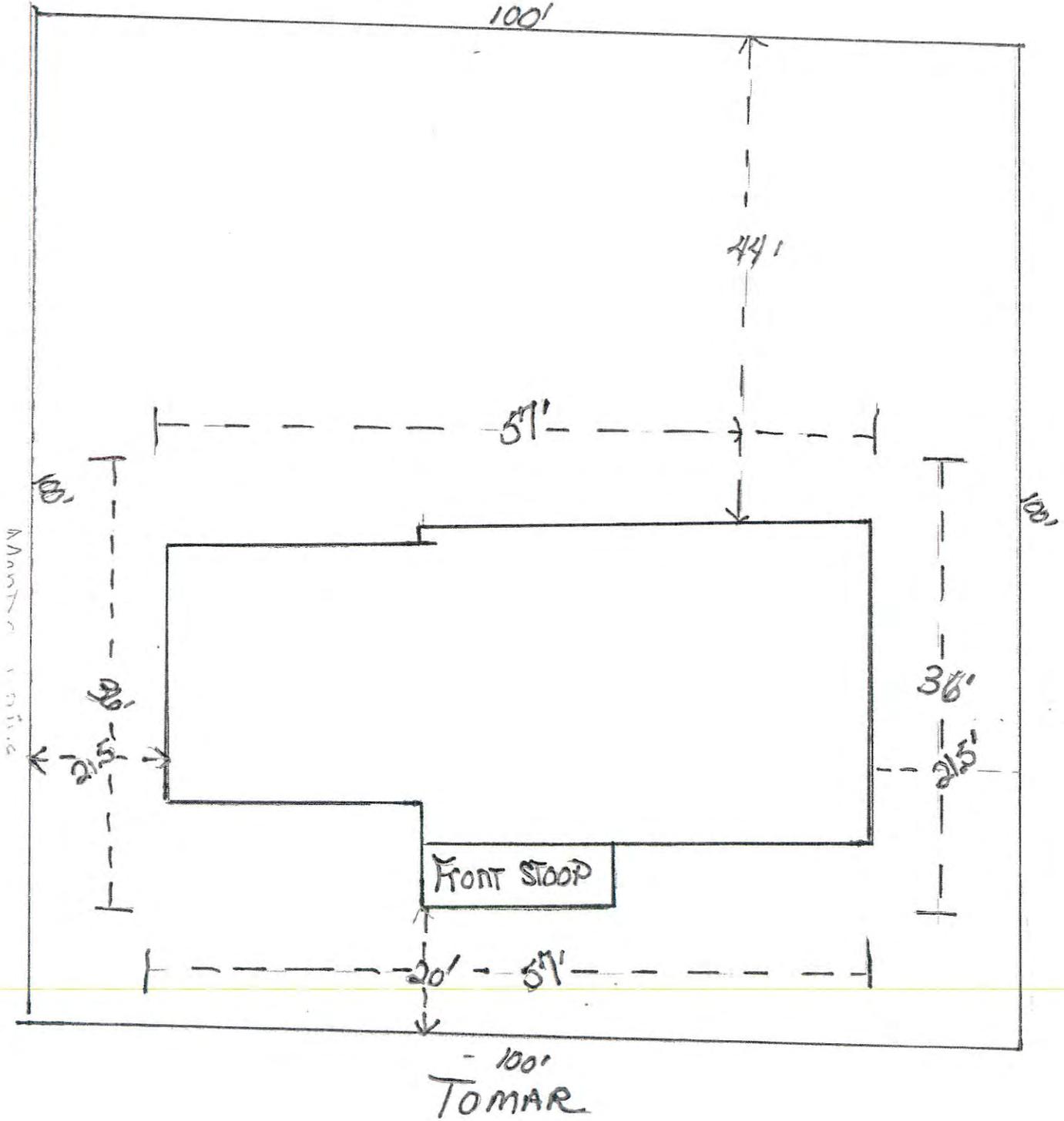
North Arrow

North Arrow

North Arrow

LOT 2 408 TOMAR

LOT 2
408 TOMAR - Lot 6



←

LOT 2
904 MANDO DRIVE - 1/8th

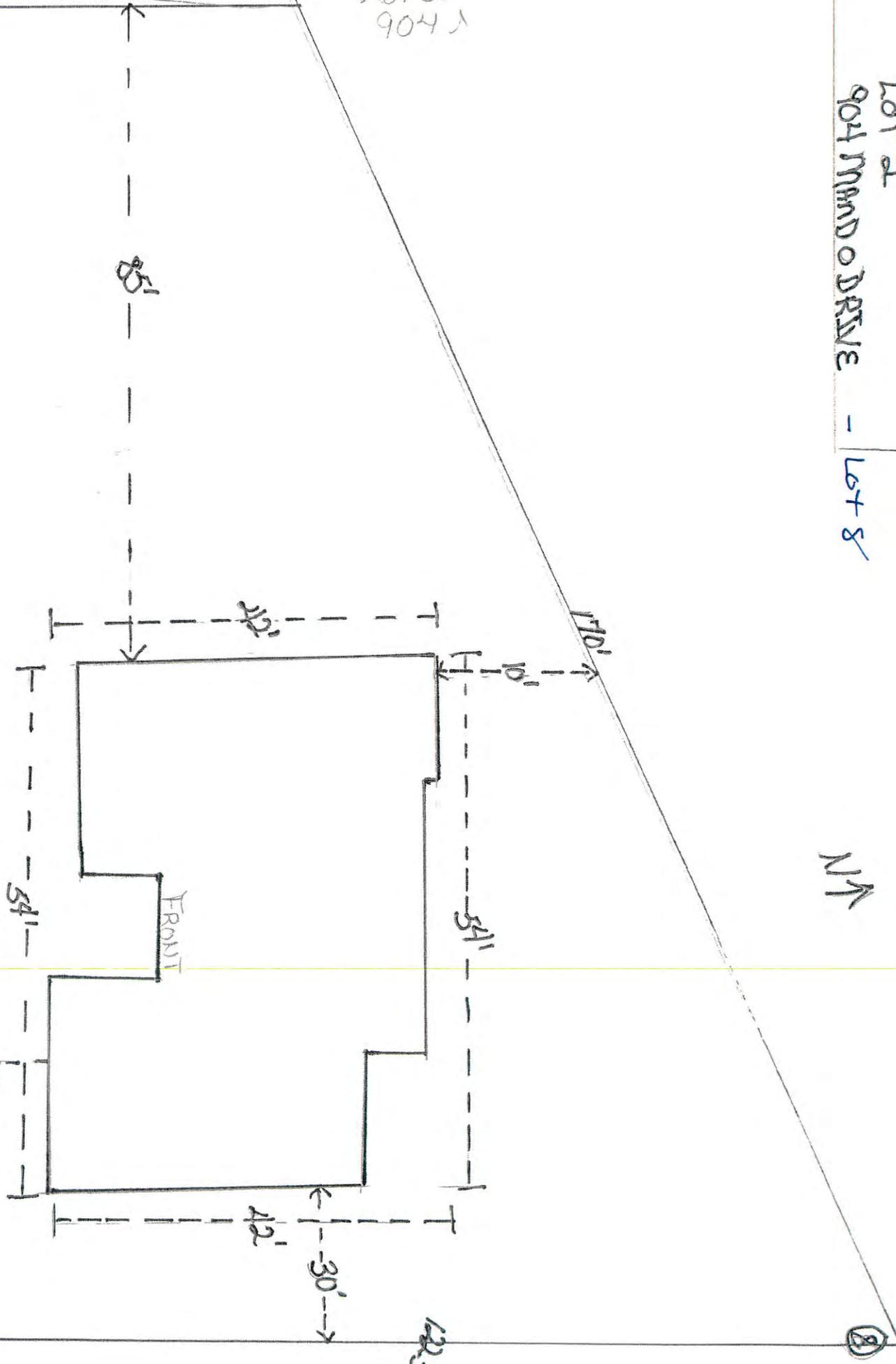
N ↑

⑧

LOT 2
904

CITY ALLEY

Mando Drive



Lot 2
910 Mando Drive

N ↑

Lot 2
910 Mando Drive
Lot 7

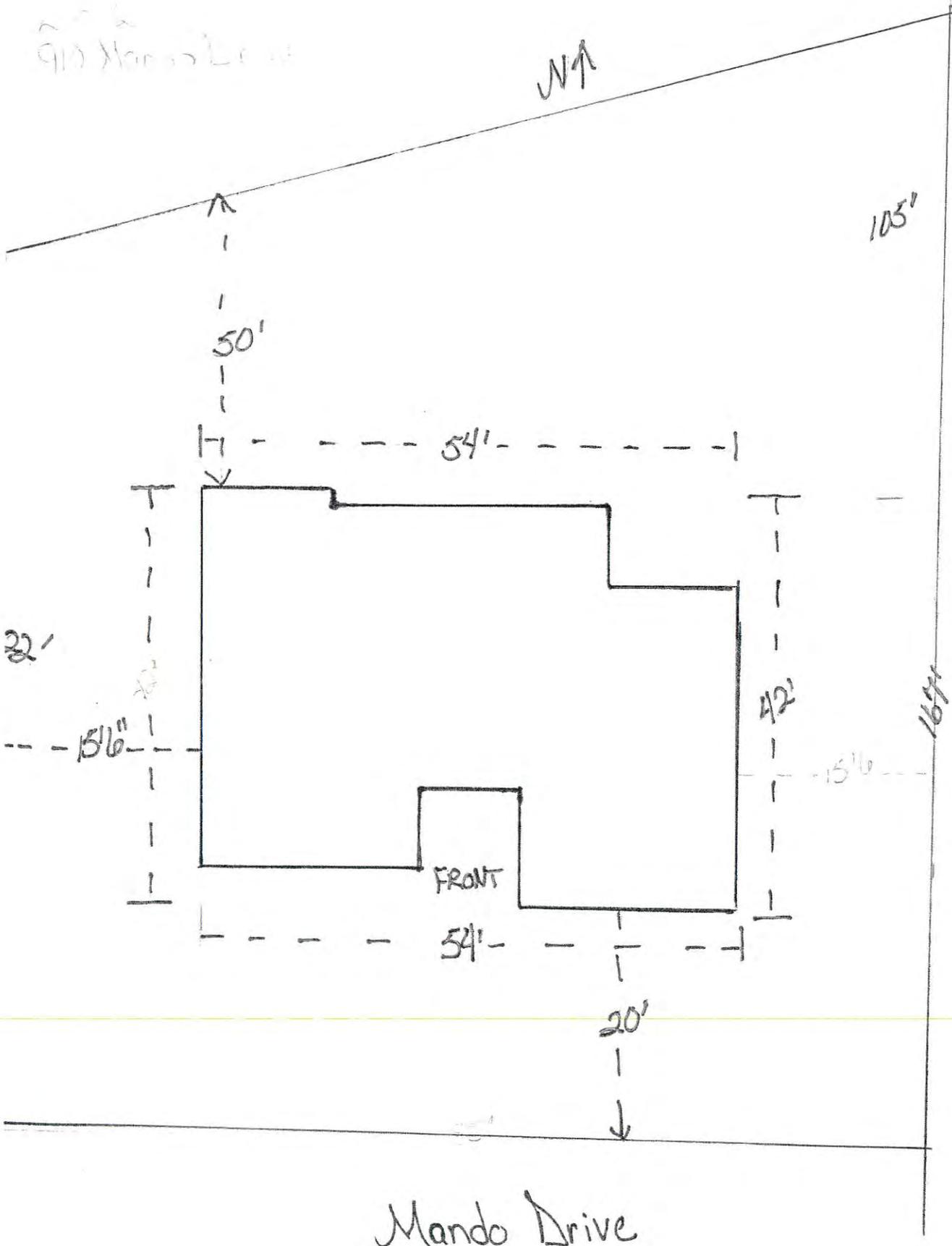


Exhibit "3"

Phase 1 Site Plan

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 Bencotter, 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:

COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF
WAYNE, NEBRASKA

Secretary

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 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
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 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 Bencotter, 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]