

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
May 3, 2022**

1. [Call the Meeting to Order – 5:30 p.m.](#)
2. [Pledge of Allegiance](#)

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

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

3. [Approval of Minutes – April 19, 2022](#)
4. [Approval of Claims](#)
5. Update from Wayne State College — Marysz Rames, President
6. [Action on Liquor License Manager Application of Joshua C Sievers for the Wayne Hospitality Group, LLC, d/b/a Cobblestone Hotel](#)
7. Public Hearing: Application for Class Z (Micro Distillery) Liquor License – Johnnie Byrd Brewing Company, d/b/a “Johnnie Byrd Brewing Company” (Advertised Time: 5:30 p.m.)

Background: Greg Ptacek is applying for a “Class Z” (Micro Distillery) liquor license. A micro distillery is a small distillery established to produce beverage grade spirit alcohol in relatively small quantities (10,000 or fewer gallons of liquor annually).

8. [Resolution 2022-31: Approving Application for Class Z \(Micro Distillery\) Liquor License — Johnnie Byrd Brewing Company, d/b/a “Johnnie Byrd Brewing Company”](#)
9. [Public Hearing: Community Development Block Grant – Owner-Occupied 21-HO-35041 \(Advertised Time: 5:30 p.m.\)](#)

Background: If you recall, this grant was initially applied for by the Wayne Community Housing Development Corporation (WCHDC). DED, upon review of the submitted pre-application, determined that WCHDC was not eligible to submit an application for 2021 CDBG Owner Occupied Rehabilitation funds. However, it was determined that the City of Wayne could apply and did and would then be responsible for administering the grant if selected for award. The City will be using \$315,000 of CDBG – Owner Occupied Rehab (OOR) funds, of which \$250,000 will be used for Owner Occupied Rehab of 10 units; \$20,000 will be used for general administration; \$30,000 for housing management; and \$1,500 per unit will be used for lead based paint abatement. All CDBG funds will benefit low-to-

moderate income persons in the community, and no persons or businesses will be displaced as a result of this project. Again, there is no City match with this grant.

This public hearing is for submitting a request to NDED for the release of funds to undertake the project.

Riah Deane with the Northeast Nebraska Economic Development District will be present to answer questions, as well as Mytzy Rodriguez-Kufner with Wayne Community Housing Development Corporation.

10. [Resolution 2022-32: To appoint the NED, Inc., Board to approve/deny applicants as directed by the City of Wayne owner-occupied rehabilitation program guidelines](#)
11. [Resolution 2022-33: Adopting Owner-Occupied Housing Rehabilitation Program Guidelines, Housing Reuse Plan, and Subordination Policy](#)

Background: Wayne has participated in numerous NDED (Nebraska Department of Economic Development) Housing and Nebraska Housing Trust Fund grant programs. These programs require each city to establish guidelines to comply with all Federal requirements for how the funds are used and to prohibit discrimination. Wayne has not participated in a housing grant for a couple of years. Because Wayne listed owner-occupied home rehabilitation as one of the objectives in the \$315,000 grant, we need to update our existing housing policy to meet recent Federal requirements before NDED will release the grant funds. Northeast Nebraska Economic Development District has revised our plan, as shown in the attachment, to meet the new policy requirements.

12. [Action to approve a proposal from Olsson to work with the Stool to Cool Task Force to design the old lagoon area into recreation](#)

Background: The Stool to Cool Task Force is at a point to start working with a firm to design what the old lagoon area will ultimately look like. This action is needed to start placing amenities (i.e. sporting fields, roadways, pathways, a water feature/lake, open space, possible Park & Rec building, etc.) into a 3-D world and not just working off of overhead maps that do not take into account the significant grade changes in the area. This design process would hopefully be completed in 8-10 weeks. The design would come back to Council for formal approval. We should be getting the proposal on Monday and the same will be distributed to you at that time.

13. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
April 19, 2022**

The Wayne City Council met in regular session at City Hall on April 19, 2022, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Brendon Pick, Terri Buck, Dallas Dorey, Chris Woehler, Matt Eischeid and Jill Brodersen; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Nick Muir and Jason Karsky.

Notice of the convening meeting was given in advance thereof by publication in the Wayne Herald, Wayne, Nebraska, the designated method of giving notice, as shown by Affidavit of Publication. In addition, notice was given to the Mayor and all members of the City Council, and a copy of their acknowledgement of receipt of notice and agenda is on file with the City Clerk. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the Council convened in open session.

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

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, to approve the minutes of the meeting of April 5, 2022, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACE HARDWARE & HOME, SU, 905.39; AMERITAS, SE, 161.94; AMERITAS, SE, 3277.62; AMERITAS, SE, 72.00; AMERITAS, SE, 116.04; ANDERSON, DEREK, SE, 25.00; APPEARA, SE, 176.95; ASHLER PROPERTIES, RE, 225.00; BAKER & TAYLOR BOOKS, SU, 631.06;

BATTERY SOLUTIONS, SU, 102.00; BLACKBURN MANUFACTURING, SU, 818.47; BORDER STATES INDUSTRIES, SU, 205.19; BROWN, SANDY, RE, 30.03; CITY EMPLOYEE, RE, 531.51; CITY EMPLOYEE, RE, 256.86; CITY EMPLOYEE, RE, 48.26; CITY EMPLOYEE, RE, 56.16; CITY EMPLOYEE, RE, 186.17; CITY EMPLOYEE, RE, 145.00; CITY EMPLOYEE, RE, 4400.00; CITY OF WAYNE, PY, 94887.14; CITY OF WAYNE, RE, 1164.71; COPY WRITE PUBLISHING, SE, 351.70; COPY WRITE PUBLISHING, SE, 14.45; COTTONWOOD WIND PROJECT, SE, 21028.52; CUSIP SERVICE BUREAU, SE, 91.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.79; DEARBORN LIFE INSURANCE COMPANY, SE, 2857.30; ED M. FELD EQUIPMENT, SU, 85.00; ELLIS HOME SERVICES, SE, 1190.00; EMPLOYERS MUTUAL CASUALTY, SE, 671.50; FAITH BAPTIST CHURCH, RE, 500.00; FAITH TO LOVE PUBLISHING, SU, 25.00; FLOOR MAINTENANCE, SU, 595.40; FRANCO, ELDA & ALEJANDRO, RE, 285.00; GERHOLD CONCRETE, SU, 2211.76; GLOBAL PAYMENTS INTEGRATED, SE, 1435.09; H.K. SCHOLZ COMPANY, SU, 7500.00; HILAND DAIRY, SE, 209.75; ICMA, SE, 390.42; ICMA, SE, 154.18; ICMA, SE, 168.72; ICMA, SE, 8614.95; ICMA, SE, 35.42; ICMA, SE, 65.00; ICMA, SE, 119.12; ICMA, SE, 387.46; ICMA, SE, 1561.62; ICMA, SE, 128.40; INGRAM LIBRARY SERVICES, SU, 930.99; IRS, TX, 3755.86; IRS, TX, 12149.41; IRS, TX, 16059.34; ISLAND SPRINKLER SUPPLY, SU, 2106.35; KAUP FORAGE & TURF, SU, 420.00; LUNDAHL, EARL, RE, 350.00; LUTT OIL, SU, 7472.61; MADISON CO COURT, RE, 199.00; MAIN STREET GARAGE, SE, 100.00; MATHESON-LINWELD, SU, 35.06; MERCHANT SERVICES, SE, 229.15; MERCHANT SERVICES, SE, 4281.01; MERCHANT SERVICES, SE, 1421.68; MIDWEST LABORATORIES, SE, 169.00; NE DEPT OF REVENUE, TX, 5253.12; NPPD, SE, 7767.76; NMPP ENERGY, FE, 3712.17; NSVFA FIRE SCHOOL, FE, 1035.00; ODEYS, SU, 351.90; PAC N SAVE, SU, 197.83; PAC N SAVE, SU, 1429.32; PATEFIELD, DAVID, SE, 25.00; PEPSI COLA OF SIOUXLAND, SU, 442.00; PER MAR SECURITY SERVICES, SE, 911.89; QHA CLEANING, SE, 1597.24; ROBERTS, NOAH, SE, 25.00; SKARSHAUG TESTING LAB, SE, 244.31; SKYTON RE HOLDINGS, RE, 500.00; STADIUM SPORTING GOODS, SE, 90.00; STANTON CO COURT, RE, 500.00; STAPLES, SU, 146.45; STATE NEBRASKA BANK & TRUST, SE, 60.24; STATE NEBRASKA BANK & TRUST, RE, 44838.75; STATE NEBRASKA BANK-PETTY CASH, RE, 96.53; T & S TRUCKING, SE, 267.05; THE PENDER TIMES, SU, 44.50; THE WAKEFIELD REPUBLICAN, SU, 40.00; TYLER TECHNOLOGIES, SE, 2930.00; US FOODSERVICE, SU, 2265.00; UTILITY EQUIPMENT, SU, 840.23; VAN DIEST SUPPLY, SU, 74.75; VERIZON, SE, 584.53; WAYNE AUTO PARTS, SU, 275.93; WAYNE COMMUNITY SCHOOLS, RE, 3219.25; WAYNE COUNTY CLERK, SE, 22.00; WAYNE HERALD, SE, 95.00; WAYNE HERALD, SE, 2144.50; WAYNE HERALD, SE, 153.50; WAYNE STATER, SE, 300.00; WAYNE VETERINARY CLINIC, SE, 210.00; WESCO, SU, 1692.74; WISNER WEST, SU, 137.88; ZIMCO SUPPLY, SU, 132.00; ZOOBEAN, SU, 949.00; ALTEC INDUSTRIES, SU, 526.62; AMAZON, SU, 1244.22; BIERMANN, STEVEN, RE, 100.00; BORDER STATES INDUSTRIES, SU, 765.77; CITY EMPLOYEE, RE, 1307.97; CITY EMPLOYEE, RE, 340.51; CITY EMPLOYEE, RE, 2820.86; DAVE'S DRY CLEANING, SE, 48.00; EXHAUST PROS TOTAL CAR CARE, SE, 80.25; FIRST SOURCE TITLE & ESCROW, SE, 400.00; FLOOR MAINTENANCE, SU, 77.28; GENERAL TRAFFIC CONTROLS, SU, 146.00; GERHOLD CONCRETE, SU, 1085.81; HAWKINS, SU, 2488.81; HEARTLAND FIRE PROTECTION, SE, 111.82; MAIN STREET GARAGE, SE, 100.00; MICRO FOCUS (US), SE, 2847.75; MOTOROLA SOLUTIONS, SE, 334.00; MUNICIPAL SUPPLY, SU, 1387.07; NASC, FE, 20.00; NE DEPT OF REVENUE-CHARITABLE GAMING, TX, 1681.85; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 237.00; QUALITY 1 GRAPHIC, SU, 100.00; RUZICKA, JACKIE, RE, 200.00; STAPLES, SU, 283.43; TITAN MACHINERY, SE, 507.78; TOM'S BODY & PAINT SHOP, SE, 137.00; WESCO, SU, 171.20

Councilmember Brodersen made a motion, which was seconded by Councilmember Pick, to approve the claims. Mayor Giese stated the motion, and the result of roll call being all Yeas, with

the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Sandy Brown, representing the Wayne Green Team, gave her yearly update/report on their recycling efforts. She noted they have diverted over 450,000 pounds of materials from the landfill, which covers electronics, glass, batteries and light strings combined. That is a 22% increase from last year. They have hosted eight electronic recycling events and seven Earth Day Movies. Since 2013, the City of Wayne Green Team has secured over \$88,000 in grant funds for the community. Wayne continues to have a strong reputation across the State as a rural community committed to sustainability.

Lowell Heggemeyer, Park and Recreation Director, gave a report on what is taking place in his department. Mr. Heggemeyer introduced Peyton Paulson, his newest employee.

Amber Schwarte, Recreation Services Coordinator, updated the Council on things are taking place at the Community Activity Center.

Abby Schademann, representing Wayne Area Economic Development, and on behalf of the Chicken Show Committee, was requesting the following streets be closed during the Chicken Show activities:

- a. Friday, July 8th, from 2:30 p.m. until 2:00 a.m. for the annual Henoween Celebration: Main Street from 1st Street to 4th Street; 2nd Street from the east alley to the west alley and 3rd Street from Pearl Street to the alley east of Main Street; and that closed areas on 2nd and 3rd Streets be dedicated to handicap and vendor parking.
- b. Saturday, July 9th from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln and Douglas Streets from 10th Street to 8th Street; and intersections at 10th and Douglas, 10th and Lincoln, and 9th and Lincoln Streets are also requested to be closed.
- c. Saturday, July 9th from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade. West 1st Street from Lincoln to Sherman Street and Grainland Road will be closed for the parade line up and monitoring entries via golf cart or ATV.
- d. Sunday, July 10th, for the Crowing Motors Car Show from 7:00 a.m. until 5:00 p.m.: 2nd Street from Main Street to Pearl Street and Pearl Street from 2nd - 3rd Street, including the intersection of 2nd and Pearl Street be closed.

Councilmember Eischeid made a motion, which was seconded by Councilmember Brodersen, approving the request of the Chicken Show Committee to close the following streets during the Chicken Show activities:

- a. Friday, July 8th, from 2:30 p.m. until 2:00 a.m. for the annual Henoween Celebration: Main Street from 1st Street to 4th Street; 2nd Street from the east alley to the west alley and 3rd Street from Pearl Street to the alley east of Main Street; and that closed areas on 2nd and 3rd Streets be dedicated to handicap and vendor parking.
- b. Saturday, July 9th from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln and Douglas Streets from 10th Street to 8th Street; and intersections at 10th and Douglas, 10th and Lincoln, and 9th and Lincoln Streets are also requested to be closed.
- c. Saturday, July 9th from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade. West 1st Street from Lincoln to Sherman Street and Grainland Road will be closed for the parade line up and monitoring entries via golf cart or ATV.
- d. Sunday, July 10th, for the Crowing Motors Car Show from 7:00 a.m. until 5:00 p.m.: 2nd Street from Main Street to Pearl Street and Pearl Street from 2nd - 3rd Street, including the intersection of 2nd and Pearl Street be closed.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Brodersen introduced Resolution No. 2022-29 and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2022-29

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, approving the request for a fireworks display on Friday, July 8, 2022, for the Henoween Celebration on the rugby fields by the Wayne Softball Complex. Mayor Giese stated the motion, and the result of roll

call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

The following Resolution would approve the “Problem Resolution Team Complaint Process.” These amendments were brought before Council at their retreat last month. There were no changes made to the document since that time.

Councilmember Eischeid introduced Resolution No. 2022-30 and moved for its approval; Councilmember Pick seconded.

RESOLUTION NO. 2022-30

A RESOLUTION AMENDING THE PROBLEM RESOLUTION TEAM COMPLAINT PROCESS.

It was noted that the name of the person making the complaint will be redacted before the complaint is brought before the Problem Resolution Team.

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Muir and Karsky who were absent, the Mayor declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 5:55 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,021.15
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	98.31
AMERITAS LIFE INSURANCE	AMERITAS ROTH	165.05
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,800.56
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	CAC MAT SERVICE	52.16
ARMSTRONG, SHELLY	BUILDING PERMIT DEPOSIT REFUND	100.00
BATTERY SOLUTIONS, LLC	BATTERY BUCKETS	204.00
BEACH, KAITLYN	CAC MEMBERSHIP OVERCHARGE	9.25
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	161,554.83
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	49,499.69
BOMGAARS	PAINT/BATTERY CHARGER/PROPANE REFILL/TOOLS	2,031.84
BROWN SUPPLY CO	SNOW PLOW BLADE/TRAFFIC LINE PAINT	5,225.00
BSN SPORTS, INC	BASKETBALLS/VOLLEYBALLS	811.14
CARHART LUMBER COMPANY	OUTLET COVERS/POLE EXTENSION/BITS/SCREWS	96.45
CARLSON WEST PVONDRA ARCHITECTS	CAC PLANNING	6,142.50
CENTURYLINK	TELEPHONE CHARGES	424.07
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	632.31
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	507.28
CITY EMPLOYEE	SAFETY BOOTS	175.00
CITY EMPLOYEE	COMMERCIAL DRIVERS LICENSE RENEWAL	14.50
CITY EMPLOYEE	CLOTHING/MEDICAL REIMBURSEMENT	534.44
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	31.50
CITY OF WAYNE	PAYROLL	91,781.29
CITY OF WAYNE	UTILITY REFUNDS	690.93
CLAUSSEN, HEATHER	REFUND DOUBLE CHARGED POOL PASS	125.00
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	38.04
CUNNINGHAM, TAYLER	BASEBALL REFUND	25.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	89.44
DUTTON-LAINSON COMPANY	WATER METERS	3,043.60
DUTTON-LAINSON COMPANY	WATER METERS	2,064.57
ESRI	ARCGIS MAINTENANCE	1,900.00
EXHAUST PROS TOTAL CAR CARE	TOWING CHARGE	80.25
FIRST CONCORD GROUP LLC	FLEX FEES	3,947.74
FLOOR MAINTENANCE	JANITORIAL SUPPLIES/TAKEOUT CONTAINERS	931.70
GERHOLD CONCRETE CO INC.	GIRL SCOUT CABIN APPROACH	2,231.72
GROSSENBURG IMPLEMENT INC	TIRE & RIM ASSEMBLY	176.27
HARLEMAN, MARK	CAC MEMBERSHIP OVERCHARGE	9.25
HEWLETT PACKARD ENTERPRISE CO	HARDWARE AND SOFTWARE SUPPORT	4,939.20
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	110.11
HOSKINS, MOLLY	LIFEGUARD TRAINING REFUND	40.00

Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,587.88
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	168.72
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	154.18
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	390.42
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	35.42
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	65.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,561.62
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	128.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	119.12
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	387.46
IIMC	MEMBERSHIP DUES	175.00
IRS	FEDERAL WITHHOLDING	11,383.80
IRS	MEDICARE WITHHOLDING	3,622.82
IRS	FICA WITHHOLDING	15,490.70
JEO CONSULTING GROUP	MASTER AGREEMENT	5,286.75
JEO CONSULTING GROUP	CENTENNIAL ROAD	4,490.00
KOENIG ENTERPRISES	BUILDING PERMIT DEPOSIT REFUND	1,000.00
KTCH AM/FM RADIO	CAC RADIO ADS	150.00
KUTCHA, ANDY	REC RUN CLUB OVERPAYMENT	30.00
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MESSINGER, DAVID	LIFEGUARD TRAINING REFUND	40.00
MILLER LAW	ATTORNEY FEE	5,416.87
MUNSELL, JENNIFER	LIFEGUARD TRAINING REFUND	40.00
NE DEPT OF REVENUE	STATE WITHHOLDING	4,955.11
NE LAW ENFORCEMENT	LODGING-C PETERSON	125.00
NORTHEAST POWER	WHEELING CHARGES	18,678.78
NOVA FITNESS EQUIPMENT	FITNESS EQUIPMENT REPAIRS	1,137.44
OLSSON ASSOCIATES	CHICAGO STREET	3,290.01
O'REILLY AUTOMOTIVE STORES, INC.	BRAKE PAD/FILTERS	62.35
PROGRESSIVE BUILDERS	BUILDING PERMIT DEPOSIT REFUND	500.00
SANDRY FIRE SUPPLY LLC	CYLINDER HOLDER/REGULATOR	1,250.21
SUPERCIRCUITS	KEYFOBS	699.00
THE RETROFIT COMPANIES, INC	CHRISTMAS LIGHTS/ELECTRONIC RECYCLING	345.00
TOTAL GRAPHICS	RUN CLUB/SOCCER SHIRTS	2,463.65
TOTAL GRAPHICS	TABLECLOTH BANNER/RUN CLUB SHIRTS/SOCCER SHIRTS	163.30
VAN DIEST SUPPLY	PRAMITOL HERBICIDE	224.25
VIAERO WIRELESS	CELL PHONE	65.52
WAYNE AREA ECONOMIC DEVELOPMENT	SCULPTURE ARTIST STIPEND 2022-2023/CONTRIBUTION	20,592.41
WAYNE DIRT DEVILS	FIRE HALL DEPOSIT REFUND	250.00
WESCO DISTRIBUTION INC	SAFETY MARKING PAINT/WIREHOLDERS	398.05
WISNER WEST	FD GASOLINE	7.61
ZUEL,CATERIN	AUDITORIUM DEPOSIT REFUND	200.00
	Grand Total:	459,187.29

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Wayne Hospitality Group LLC

Liquor License Number: 098321 Class Type 1 (if new application leave blank)
Premise Trade Name/DBA: Cobblestone Hotel
Premise Street Address: 505 Tomar Dr
City: Wayne County: Wayne Zip Code: 68787
Premise Phone Number: 402-833-1300 *update in CI*
Premise Email address: gm.ne1300@staycobblestone.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).

[Handwritten signature]

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Sievers ** spouse* First Name: Joshua MI: C

Home Address: 1100 Sunset Dr

City: Wayne County: Wayne Zip Code: 68787

Home Phone Number: 502-649-1924

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Portland, OR

Email address: gm.ne1300@staycobblestone.com

Are you married? If yes, complete spouse's information (Even if a spouse affidavit has been submitted)

YES NO

Spouse's Information

Spouses Last Name: Sievers First Name: Brittany MI: C

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Osmond, NE

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
1100 Sunset Dr, Wayne, NE	2021	2022			
201 NW Greenwood St, Ankeny, IA	2019	2021			
721 W 7th St, Wayne, NE	2013	2019			
505 E Hughson St, Randolph, NE	2011	2013			

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2019	2021	True Hospitality, LLC	Jeremy Murray	(515) 597-4700
2019	2019	Altoona Holdings, LLC	Jeremy Murray	(515) 348-7161

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, ~~been~~ been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, ~~Include traffic violations.~~ Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Joshua Sievers	05/2010	Honolulu, HI	Speeding	Fined

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

*Josh was previous General Manager of the same property in 2016-2017
Cobbierstone Hotel, 505 7th, Wayne, NE 68787*

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: 04/13/2022 Name on Certificate: Joshua Colt Sievers

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Joshua Sievers	04/2022	Responsible Beverage Service training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Joshua C Sievers / General Manager	2018-2019	Cobblestone Hotel - 505 Tomar Dr - Wayne, NE 68787

5. Have you enclosed form 147 regarding fingerprints?

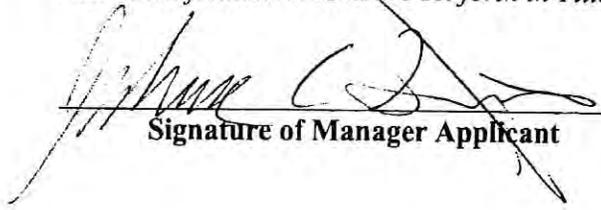
YES NO

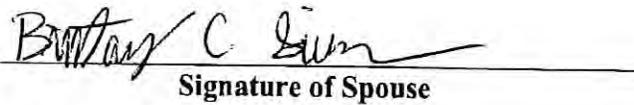
The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

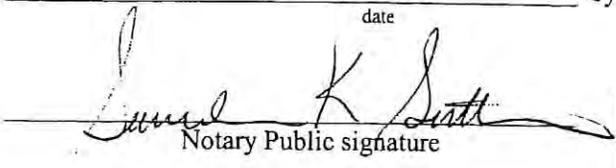

Signature of Manager Applicant

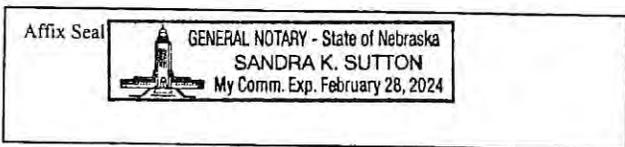

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne The foregoing instrument was acknowledged before me this

11-21-22 date by Joshua Siewers Brittany Siewers
NAME OF PERSON BEING ACKNOWLEDGED


Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Cobblestone Hotel

Name of Person Being Fingerprinted: Joshua Colt Sievers

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 04/14/2022

Location where fingerprints were taken: Norfolk, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

[Signature]
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Brittany C. Sievers
Signature of **NON-PARTICIPATING SPOUSE**
Brittany Christine Sievers
Print Name

Joshua Colt Sievers
Signature of **APPLICANT**
Joshua Colt Sievers
Print Name

State of Nebraska, County of Wayne

State of Nebraska, County of Wayne

The foregoing instrument was acknowledged before me
this 4-21-22 (date)

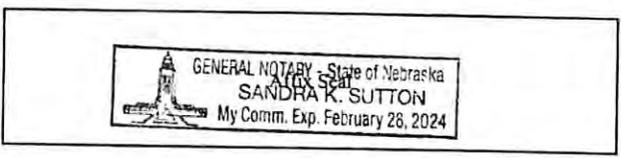
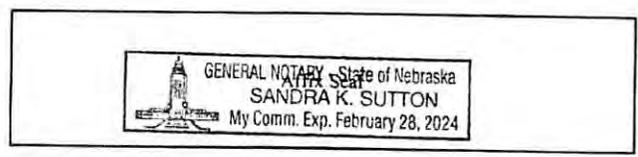
The foregoing instrument was acknowledged before me
this 4-21-22 (date)

by Brittany Christine Sievers
Name of person acknowledged
(Individual signing document)

by Joshua Colt Sievers
Name of person acknowledged
(Individual signing document)

Sandra K. Sutton
Notary Public Signature

Sandra K. Sutton
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

Certificate of Achievement

- for those who serve or sell alcohol in Nebraska

JOSHUA COLT SIEVERS

holds a

State Alcohol certificate

Permit # RB-0150384

Permit Expires: 04-13-2025 Amount Paid: \$

 **N E B R A S K A**  **Responsible Beverage Service Training**

General	Credential	Number	Earned	Expires
Joshua Colt Sievers 1100 sunset dr Wayne NE 68787 fbst	STATE ALCOHOL Nebraska	RB-0150384 Wallet	04-13-2022 Card	04-13-2025 

RESOLUTION NO. 2022-31

WHEREAS, Johnnie Byrd Brewing Company, d/b/a “Johnnie Byrd Brewing Company,” made application to the Nebraska Liquor Control Commission for a Retail Class Z Liquor License at 121 N Pearl Street, Wayne, Wayne County, Nebraska; and

WHEREAS, said application has been forwarded to the City of Wayne for public hearing and recommendation by the City Council; and

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on April 21, 2022; and

WHEREAS, a hearing was held on May 3, 2022, and all persons desiring to present evidence for or against said application were heard.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the application of the license aforementioned be recommended for approval to the Nebraska Liquor Control Commission.

PASSED AND APPROVED this 3rd day of May, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

APPLICATION FOR LIQUOR LICENSE CHECKLIST MICRODISTILLERY

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License Class: Z

License Number:
124797

RECEIVED
FEB 23 2022
NEBRASKA LIQUOR
CONTROL COMMISSION

Office Use Only

NEW / REPLACING TOP: Yes / No

Hot List: Yes / No Initial: BJA

PLEASE READ CAREFULLY:

See directions on the next page. Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

APPLICANT NAME: Johnnie Byrd Brewing Company

TRADE (DBA) NAME: Johnnie Byrd Brewing Company

PREVIOUS TRADE (DBA) NAME: _____

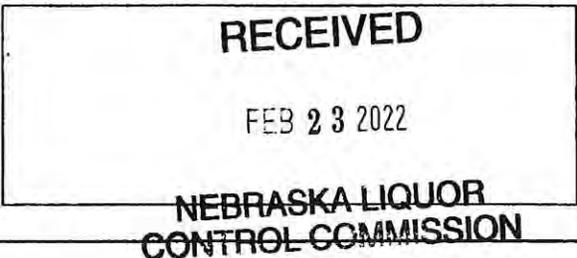
CONTACT EMAIL ADDRESS: greg@johnniebyrd.beer

Office use only	
PAYMENT TYPE <u>check 1794</u>	 2200003648
AMOUNT: <u>\$1650</u> — RCPT: _____	
RECEIVED: <u>[Signature]</u>	
DATE DEPOSITED <u>2/23/2022</u>	

ALCOHOLIC LIQUOR TAX BOND

Effective Date: January 5th, 2022

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



KNOW ALL MEN BY THESE PRESENTS:

That we, Johnnie Byrd Brewing Company of the County of WAYNE, State of Nebraska as Principal of WESTERN SURETY COMPANY, and duly licensed to transact the business of surety insurance in the State of Nebraska, as Surety, are held and firmly bound unto the State of Nebraska, and the City (Village) of Wayne in WAYNE County, Nebraska, and the Nebraska Liquor Control Commission and each of them jointly or severally, in the penal sum of One Thousand and 00/100 DOLLARS (\$ 1,000.00) for the payment of which, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

The condition of this obligation is such that,

WHEREAS, the said Johnnie Byrd Brewing Company has made application under the Nebraska Liquor Control Commission Act for the following license(s) check each that apply:

- Class L-Craft Brewery
- Class W-Wholesale Beer
- Class V-Manufacturer (beer, wine, spirits)
- Class Y-Farm Winery
- Class X-Wholesale Liquor
- Class Z-Micro Distillery

NOW, THEREFORE, upon application for such license and continuing after the issuance of the same to the said principal above named, if the said principal hereinabove named shall faithfully perform all the terms and conditions of said license(s), and shall promptly account for and pay to the proper authorities all lawful taxes, fees, assessments that have accrued during the term of said license or licenses, and all fines, penalties and costs which shall become due from or shall be levied, charges or adjudged against said principal on account of defaults occurring during the entire effective period of this bond, under the provisions of said Act by said Commission, or any court or other lawful authority; and shall truly and faithfully comply as such licensee with all of the provisions of said Act of the Legislature and all future Nebraska Liquor Control laws which may be enacted during the term of such license or licenses, and shall truly and faithfully comply with all lawful rules and regulations of said Commission, and said City (Village) during the term of said license or licenses, then this obligation shall be null and void.

OTHERWISE, to be and remain in full force and effect;

This Bond shall run concurrently with the term of said license or licenses granted to the principal, and shall remain in full force and effect for any renewal thereof, provided, however, that the penalty of the Bond may not be cumulative from year to year, and the total aggregate liability of the surety shall not exceed \$ 1,000.00, regardless of the number of claims made under this Bond and the number of years this Bond remain in effect.

The surety may cancel this Bond by providing 60 days prior written notice of such cancellation to the Nebraska Liquor Control Commission, but the surety providing such notice shall not be discharged from any liability already accrued under this Bond or which shall accrue under this Bond before expiration of said 60 day period. Upon cancellation of this Bond, the surety shall be relieved of liability accruing after the effective date of cancellation, and the rights of the principal under such license, as is supported by said Bond, shall be cancelled and terminated on the date specified, unless the principal provides a sufficient replacement Bond.

This Bond shall be effective during all proceedings involving the application for license under the Nebraska Liquor Control Act for Alcoholic Liquor and/or Beer license and upon issuance of said license this Bond shall continue until cancelled as set forth hereinabove.

This Bond has been given Bond number 65741466

PRINCIPAL

SURETY COMPANY

IN TESTIMONY, WHEREOF, said PRINCIPAL has hereunto subscribed his or their names or has caused this instrument to be signed by its duly authorized officer this date: _____ A.D. _____

IN TESTIMONY, WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized office and its corporate seal to be hereunto affixed this date:

January, 2022 A.D. 2022

SIGNATURE

Gregory Ptacek

PRINT NAME HERE

WITNESS SIGNATURE

Brittany Webber

PRINT NAME HERE



SIGNATURE for Attorney-in-Fact FOR Surety Company

Paul T. Bruflat, Vice President

PRINT NAME HERE

WESTERN SURETY COMPANY
SURETY COMPANY NAME

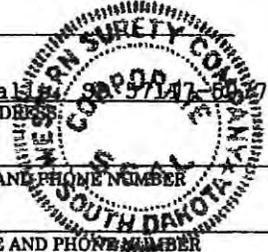
P. O. Box 5077, Sioux Falls, SD 57117-0077
SURETY COMPANY MAILING ADDRESS

(605) 336-0850

SURETY COMPANY AREA CODE AND PHONE NUMBER

(402) 375-2696

INSURANCE PRODUCER'S AREA CODE AND PHONE NUMBER



NOTICE

Bond will not be accepted unless properly signed by applicant, whose signature shall be witnessed. It is also necessary that all Bonds be signed by an official or agent of the Bonding Company who holds and unexpired power-of-attorney from the Bonding Company and unexpired Nebraska liquor license as insurance producer for said company. An additional requirement is attachment of the seal of the Bonding Company and, if applicant is a corporation, their seal should also be attached.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Micro Distillery

bond with bond number 65741466

for Johnnie Byrd Brewing Company

as Principal in the penalty amount not to exceed: \$ 1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 5th day of January, 2022.

ATTEST

P. Leitheiser

P. Leitheiser, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

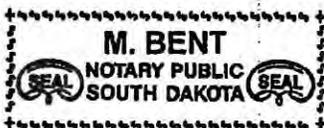
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss



On this 5th day of January, 2022, before me, a Notary Public, personally appeared Paul T. Bruflat and P. Leitheiser

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said Instrument to be the voluntary act and deed of said Corporation.



My Commission Expires March 2, 2026

M. Bent

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



Industry Member Information

Report Date: 1/5/2022 10:51:29AM

Original Application 01/05/2021
Submitted Date

Original Application Tracking Number 2021-DSPBI-00007-O
Application Type Application for Distilled Spirit Plant (Beverage and Industrial)
Application Status Approved
EIN 81-5330337
Company Name Johnnie Byrd Brewing Company
Premises Address 121 N PEARL ST
WAYNE, WAYNE NE 68787
Premise Contact Name
Premise Phone Number

Application Contact

Full Name Greg M Ptacek
Business Name
Address/City/State/Zip 121 N. Pearl Street
Wayne NE 68787
Phone/Fax 402-64-0-19/-
Email greg@johnniebyrd.beer

Mailing Address

Full Name Greg Ptacek
Business Name Johnnie Byrd Brewing Company
Address/City/State/Zip 121 N. Pearl Street
Wayne NE 68787
Phone/Fax 402-64-0-19/-
Email greg@johnniebyrd.beer

DBA/OPERATING NAME

Doing Business As / Operating Name Johnnie Byrd Brewing Company

By checking this box I certify that the Doing Business As / Operating Name listed above has been registered with my county or state, if applicable CHECKED

DECLARE AND ACKNOWLEDGE

I declare under penalties of perjury under the laws of the United States of America, that I have examined this application, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete. CHECKED

Declaration Date 01/05/2021

DSP BEVERAGE OPERATION INFO

Distiller CHECKED

Warehouseman CHECKED

Processor (Rectifier) CHECKED

Processor (Bottling) CHECKED

Provide the total proof gallons of spirits that can be produced daily 125

Describe the step by step production procedure used to produce spirits from an original source. Begin with the treating, mashing, or fermenting of the raw materials and continue through each step of the distilling, purifying and refining process, until production is complete

Step 1.

We will be purchasing locally grown corn, malted barley and rye. The raw corn and malt will be received in bags.

Step 2.

We will be elevating the mash bill of grain and corn into a 3BBL (93 gallon) mash tun. The grain bill is crushed and mixed into the mash tun with 165 degree water thus hydrating the gains.

Step 3.

Once all of the grain has entered the mash tun we will then start mixing the mash and increasing the temperature to a gentle boil and maintaining for 2 hours.

Step 4.

Once the boil is finished the wort will be cooled through a heat exchanger to 160 degrees F and returned to the Mash tun.

Step 5.

As soon as the mash is cooled to 160 degrees F, an alpha enzyme will be added to convert the starches in the mash to fermentable sugars.

Step 6.

The wort from the mash is then passed through the heat exchanger again to cool the wort to 75 degrees and transferred into a 93 gallon fermenter.

Step 7.

Pitch yeast

Step 8.

Ferment for 7-10 days

Step 9.

Transfer fermented 93 gallons into 125 gallon still.

Step 10.

Distill wash for 3 hours with an average proof of 140 yielding 5-21 gallons of spirit.

Step 11.

Transfer spirit into 125 gallon holding tank.

Step 12.

Will plan to continue this process until we fill the 125 gallon holding tank with spirit.

Step 13.

Once the vessel is filled we will fill 53 gallon barrels until the 125 gallon tank is empty. This will fill 2 barrels total.

Step 14.

We will then store the barrels in our bonded area for 3 years

Step 15.

After 3 years of ageing is complete we will then remove the bourbon from the barrel in to a 125 gallon holding tank.

Step 16.

From the holding tank the whiskey will be passed through a series of 50 micron stainless steel filters, removing all solid matter that may have been picked up in side of the barrel during the aging process.

Step 17.

The Filtered Bourbon will then be transferred to a bottle filler where it will be bottled and labeled.

Grain to glass vodka and gin will follow the same process but omit barrel aging. A gin basket will be used to impart botanicals in the distillation process.

Describe how bulk spirits will be stored

Bulk spirits will be stored in 125 gallon stainless steel totes that are grounded to earth.

Provide the bulk storage capacity (in gallons)

125

Describe the storage system for spirits bottled and cased or otherwise packaged and placed in approved containers for removal from bonded premises

Packaged spirits in approved containers will be held in a lockable area outside the packaging space.

Will spirits be redistilled?

No

DSP INFORMATION

Describe each tract of land that makes up the distillery by using directions and distances. Please describe the land only

Coming north on State Nebraska Highway 15, turn left on First Street, travel for one block, turn right on Pearl Street, travel for three quarters of a block, turn right into off street parking. Walk 20 feet to black commercial door, the main entrance.

Owner Name: Johnnie Byrd Brewing Company
 Owner Address: 121 N Pearl Street, Wayne, NE 68787
 Property Address: 121 N Pearl Street, Wayne, NE 68787
 Legal Description: Lot A of the Administrative Replat of Lots 1, 2, 3, Block 21, Original Town of Wayne, Wayne County, Nebraska.
 Property Parcel ID: 0002812.01
 Zoned: Commercial
 Year Build: 1977

Provide the dimensions (size) of the bonded premises

The bonded area is 1,806 square feet. Starting at the main entrance, continue straight for seven (7) feet and proceed through lockable door. Turn right.

Describe the construction of each building that is part of the bonded premises

Single story building has steel beams with a flat metal roof with brick and cinderblock walls and a cement floor. Interior walls are 16" on-center wood stud walls covered with a mix of corrugated steel and painted dry wall.

Describe the operations conducted in each building that is part of the bonded premises

The operations being conducted in the bonded area will be mashing, fermenting distilling and aging spirits as well as packaging bottled and canned cocktails.

Cocktails will be mixed and held in 125 gallon stainless steel holding tanks. Once the cocktail is mixed and proofed we will then package the cocktail.

Johnnie Byrd Brewing Company also brews beer. The bonded area will be used to brew and ferment beer.

List the location of each door and window for the buildings that are part of the bonded premises

There are six lockable overhead garage doors on the west side of the bonded premise, 3 doors remain active with locks and internal control mechanisms. Two entry doors into the production area, a door seven (7) feet east of the main entry door and a door forty-eight (48) feet south of the beer garden entry door. The building has a shared firewall with the east neighboring building with two locked fire doors. Three doors in the production area lead to the ale fermentation room, lager fermentation room, and the walk-in cooler. A lockable door separating the distillation area is approximately 30 feet south of the beer garden entrance door.

If only part of the building is being used for DSP operations, list and describe each floor/room(s) that are part of the bonded premises and the operations being conducted. Enter N/A if the entire building is being used for the DSP operations

N/A

List any outside tanks that will be used for production, storage and processing of spirits, and/or for denaturing spirits, articles, or wine

All tanks used in the production of our products will be located within the bonded area.

Describe the general premises which includes all areas of the plant that are not covered under the bond

A 34' by 20' beer garden, 14.9' by 43' tasting room, four bathrooms and a mechanical room.

Will you be alternating?

Yes

Describe any area of the distilled spirits plant that will be shared with another business or type of operation, including all areas, floors, rooms, and equipment

We operate a small taproom only brewery. The brewhouse (hot liquor tank, mash tun, boil kettle and heat exchanger) and fermentation tanks will be shared with the distilled spirits plant.

Provide the maximum combined number of proof gallons that will be produced, stored, and in transit to the bonded premises during a 15 day period

500

I certify that I AM NOT required to provide a bond

CHECKED

Describe the plant security, including methods used to secure buildings or plant operations located within a portion of the building and any outdoor tanks

External commercial doors are equipped with a turnkey lock. Overhead garage doors only have internal opening mechanisms. Bonded area is separated from general purpose areas by lockable doors. Security cameras are in place in several locations.

Will any guard personnel be employed?

No

Will any electronic or mechanical alarm system be used?

No

I certify that locks used will meet the following specifications as required in the Code of Federal Regulations, Part, 19.192 (f). (i) Corresponding serial number on the lock and on the key, except for master key locking systems; (ii) Case hardened shackle at least one-fourth inch in diameter, with heel and toe locking; (iii) Body width of at least 2 inches; (iv) Captured key feature (key may not be removed while shackle is unlocked); (v) A tumbler with at least 5 pins; and (vi) A lock and key containing no biting data

CHECKED

List all persons, by their position and title, who have access to the keys for the locks

Greg Ptacek - owner
Kelly Ptacek - owner

By checking this box I certify that accounting records for this distilled spirits plant will be maintained in accordance with generally accepted accounting principles

CHECKED

Describe any other business that will be conducted on the premises. Please include a description of the business, a list of buildings and/or equipment that will be used, and a statement of the relationship of the business to the distilled spirits plant, if there is any

We operate a small taproom only brewery. The brewhouse (hot liquor tank, mash tun, boil kettle and heat exchanger) and fermentation tanks will be shared with the distilled spirits plant.

Will you have a tasting room?

Yes

If you charge for samples, parking, or tours then you are prohibited from establishing a tasting room on the premises. The tasting room must be separate from the distillery with floor to ceiling walls and must have its own entrance. It cannot be part of the distilled spirits plant and must be shown on the diagram. Do you understand this requirement?

Yes

If you do not plan to charge for samples, parking, or tours then the tasting room can be located on the general premises, but must be separate from the bonded premises with floor to ceiling walls, have its own entrance and be shown on the diagram. Do you understand this requirement?

Yes

Will you have a retail store?

Yes

If you are only selling merchandise (e.g., shirts, souvenirs) then the retail store can be located on the general premises and should also be shown on the diagram. Do you understand this requirement?

Yes

Do you plan to sell any alcohol in the retail store?

Yes

If any alcohol is sold in the retail store then you are prohibited from establishing it on the premises. The retail store must be separated from the premises by floor to ceiling wall separation and have its own entrance from the outside. Do you understand this requirement?

Yes

DSP OPERATION TYPE

Select the type of Distilled Spirits Plant (DSP) operation(s) you are applying for

Beverage Only

ENTITY INFORMATION

Business Name

Johnnie Byrd Brewing Company

EIN

81-5330337

Effective Date

01/26/2021

Triage Status

No

OWNER BACKGROUND INFORMATION

Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been denied a permit, license, or other authorization to engage in any business to manufacture, distribute, import, sell, or use alcohol products (beverage or non-beverage) by any government agency (federal, state, local, or foreign) or had such a permit, license, or other authorization revoked, suspended, or otherwise terminated?

No

Has any shareholder with more than 10% voting stock, sole owner, general partner, LLC member/manager, or corporate officer or director ever been arrested for, charged with, or convicted of any crime under federal, state, or foreign laws other than traffic violations or convictions that are not felonies under federal or state law? **No**

PERMITS AND REGISTRATION INFO

Registry Number DSP-NE-21022

REASON FOR THE APPLICATION

New distilled spirits plant **CHECKED**

ALTERNATION OF PREMISES

Select the type of operation you are alternating with **Brewery**
 Brewer's Notice Number (if known) **BR-NE-21032**

DSP EQUIPMENT

Select type of Equipment	Still
Serial Number	ABE-SNCS2008004
Capacity	125
Kind of Still	Other
If other, please describe	Hybrid
Intended Use	Still - Distillation
Select type of Equipment	Tank
Serial Number	ABE-22154-OPTIMUS
Capacity	93
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	ABE-21581-DUKE
Capacity	93
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	ABE-22185-SKELETOR
Capacity	93
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	ABE-22157-SMURFETTE
Capacity	93
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	ABE-21575-BARBIE

Capacity	93
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	ABE-2159-KEN
Capacity	93
Intended Use	Tank - Production
Select type of Equipment	Tank
Serial Number	ABE-SNIB2008001
Capacity	125
Intended Use	Tank - Processing

REQUEST FOR VARIANCE

Select type of variance, alternate method, or procedure
 Description of request

Request for Alternate Method of Operation - Change in Premises

To whom it may concern,
 On behalf of Johnnie Byrd Brewing Company and pursuant to 27 CFR 25.52 "Variation from Requirements", we respectfully request approval of an alternate method of operation from that prescribed at 27 CFR 25.78, "Change in Premises," with respect to the alternation of our brewery and our distilled spirits plant at 121 N Pearl Street, Wayne, NE 68787.
 Specifically, the brewery requests approval of an alternate method of operation from the requirement that an amended Form 5130.10 be filed with the Director, National Revenue Center for approval upon each alternation. Rather, the brewery requests that it be allowed to use its records of the brewing and packaging process, which will be generated upon each alternation, as notice of the alternation. The daily records generated will accurately reflect the date and time of each alternation. These records will be readily available for inspection by TTB officers.
 The brewery makes this request due to the on-going nature of the brewing process and the inability to determine the exact time that a specified piece of equipment or area will be alternated; it would be impracticable for the brewery to obtain prior approval for each alternation. Furthermore, the brewing process for one batch will result in a different piece of equipment or area being alternated either hourly or daily. It would be impracticable for the brewery to file an amended Form 5130.10 every hour or day during the brewing process.
 We request the above alternate method of operation be approved since such approval will not impede effective administration of regulations and will not jeopardize the revenue. The brewery's and DSP's records will be readily available for inspection by TTB officers. In addition, even though amended Form 5130.10 will not be filed, the daily records and monthly records will accurately reflect the amount of beer on which federal excise taxes must be paid. Finally, no provision of law will be violated by the use of the daily records as notice of alternation.
 We understand that approval of the above request may be rescinded at any time should TTB judge that there is administrative difficulty or jeopardy to the revenue.
 Greg Ptacek - Owner/President – Johnnie Byrd Brewing Company

Status (for TTB use)

Approved

REQUIRED DOCUMENT CHECKLIST

Document Type

Diagram

Method of Submission

Uploaded

Document Received

undefined

Document Type

Variance Letter

Method of Submission

Uploaded

Document Received

undefined

Document Type

Lease Agreement or Proof of Property Ownership

Method of Submission

Uploaded

Document Received

undefined

Industry Member Information

Report Date: 1/5/2022 10:50:00AM

Original Application 01/05/2021
Submitted Date

Original Application Tracking Number 2021-BRE-00005-A
Application Type Amended Application for Brewery or Brewpub
Application Status Approved
EIN 81-5330337
Company Name Johnnie Byrd Brewing Company
Premises Address 121 N PEARL ST
WAYNE, WAYNE NE 68787
Premise Contact Name
Premise Phone Number

Application Contact

Full Name Greg M Ptacek
Business Name
Address/City/State/Zip 121 Pearl Street
Wayne NE 68787
Phone/Fax 402-64-0-19/-
Email greg@johnniebyrd.beer

Mailing Address

Full Name
Business Name
Address/City/State/Zip
Phone/Fax -/-
Email

BREWERY INFORMATION

Are you a member of a controlled group of breweries? No
What is your estimated production in barrels per year? Less than 60,000
I certify that I AM NOT required to provide a bond CHECKED
Describe the entire tract of land by using directions and distances The West 43 feet of the building located on Lots One (1), Two (2), and Three (3), Block Twenty-One (21), Original Town of Wayne, Wayne County, Nebraska.

Describe each brewery premises building: provide size (using distances and directions), construction, use of building, and location of doors and windows

The premises consists of one building. Previously a seven (7) bay fire hall, located within a commercially zoned district. A 33 foot by 20 foot beer garden will be located on the northern side of the building with an entrance directly from the tap room. The building will be subdivided with the north 53 feet occupied for the brewery and taproom. The southern 33.5 feet will be used for storage.

Identify which areas of the brewery will be used as a tavern/pub including the boundaries

a) the northernmost 14 feet 9 inches of the building will be used as a tavern or tasting room; overflow occupancy at large events will occupy the middle 24 feet by 43 feet of the building, designated "overflow occupancy" in the attached diagram. North of the building will house a fenced in 20 by 33 feet beer garden. b) public will be allowed in the tasting room, beer garden and the overflow occupancy area: c) The brewhouse will be separated by a locked door and roped off from the overflow occupancy area. The public will not be allowed in the brewhouse during production hours. Security cameras will be utilized in the brewhouse, overflow occupancy area, tasting room and beer garden. d) Every beer will be transferred into two (2) 3bbl brite tanks for conditioning and to measure via site glass which will be recorded daily.

Identify which areas are accessible to the public and areas which are not

a) the northernmost 14 feet 9 inches of the building will be used as a tavern or tasting room; overflow occupancy at large events will occupy the middle 24 feet by 43 feet of the building, designated "overflow occupancy" in the attached diagram. North of the building will house a fenced in 20 by 33 feet beer garden. b) public will be allowed in the tasting room, beer garden and the overflow occupancy area: c) The brewhouse will be separated by a locked door and roped off from the overflow occupancy area. The public will not be allowed in the brewhouse during production hours. Security cameras will be utilized in the brewhouse, overflow occupancy area, tasting room and beer garden. d) Every beer will be transferred into two (2) 3bbl brite tanks for conditioning and to measure via site glass which will be recorded daily.

Describe the security measures that will prevent access to non-public areas (brewing area)

a) the northernmost 14 feet 9 inches of the building will be used as a tavern or tasting room; overflow occupancy at large events will occupy the middle 24 feet by 43 feet of the building, designated "overflow occupancy" in the attached diagram. North of the building will house a fenced in 20 by 33 feet beer garden. b) public will be allowed in the tasting room, beer garden and the overflow occupancy area: c) The brewhouse will be separated by a locked door and roped off from the overflow occupancy area. The public will not be allowed in the brewhouse during production hours. Security cameras will be utilized in the brewhouse, overflow occupancy area, tasting room and beer garden. d) Every beer will be transferred into two (2) 3bbl brite tanks for conditioning and to measure via site glass which will be recorded daily.

Describe in detail the method to be used for measuring beer for the purpose of tax determination. Identify the tanks which will periodically contain tax-determined beer, and any other areas where tax-determined beer will be stored

a) the northernmost 14 feet 9 inches of the building will be used as a tavern or tasting room; overflow occupancy at large events will occupy the middle 24 feet by 43 feet of the building, designated "overflow occupancy" in the attached diagram. North of the building will house a fenced in 20 by 33 feet beer garden. b) public will be allowed in the tasting room, beer garden and the overflow occupancy area: c) The brewhouse will be separated by a locked door and roped off from the overflow occupancy area. The public will not be allowed in the brewhouse during production hours. Security cameras will be utilized in the brewhouse, overflow occupancy area, tasting room and beer garden. d) Every beer will be transferred into two (2) 3bbl brite tanks for conditioning and to measure via site glass which will be recorded daily.

Will you be Alternating

Yes

Describe any area of the brewery that will be shared with another TTB approved business or commodity, including all floors, rooms, and equipment

The brewhouse (hot liquor tank, mash tun, boil kettle and heat exchanger) and fermentation tanks will be shared with the distilled spirits plant.

Describe the brewery premises security

All doors will be equipped with locks and keys will be kept to a minimum. Security cameras will be installed in the beer garden, tasting room and brewing area.

BREWERY OPERATION INFO

Brewpub

CHECKED

Do you own the brewery premises?

Yes

If yes, please provide the name and address of the mortgagee, or any other person who has a claim to the land or buildings which house the brewery. If there is no such person or mortgagee please enter "Not Applicable"

State Nebraska Bank And Trust, 122 Main Street, Wayne, NE 68787

Enter the start time of your 24 hour business day if different than 12:00 AM through 11:59 PM

12:00am

BREW PUB STATEMENT

We must separate the brewery operations (non-public area) from public area of the brewery premises by an adequate partition. Access to the brewery operations must be restricted to authorized visitors and employees only

CHECKED

The serving tanks as noted on our attached diagram are our tax-determined beer tanks

CHECKED

What is the approximate working capacity of the serving tanks (measured in barrels or kegs)?

3

The capacity of the serving tanks is measured in

Barrels

These tanks are accurately calibrated with appropriate measuring devices

CHECKED

We must transfer beer ready for consumption or sale from our fermenters into an empty tax-determination tank for measurement by the approved measuring device

CHECKED

We will make prompt and accurate records of these transactions to determine tax due

CHECKED

Do you plan to conduct retail sales of alcohol other than beer? Yes

DBA/OPERATING NAME

Doing Business As / Operating Name Johnnie Byrd Brewing Company

By checking this box I certify that the Doing Business As / Operating Name listed above has been registered with my county or state, if applicable CHECKED

DECLARE AND ACKNOWLEDGE

I declare under penalties of perjury under the laws of the United States of America, that I have examined this application, including accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete. CHECKED

Declaration Date 01/05/2021

ENTITY INFORMATION

Business Name Johnnie Byrd Brewing Company

EIN 81-5330337

REASON FOR THE AMENDMENT

Are you adding or removing an alternating premises? CHECKED

Are you changing your premises address due to a notification from the United States Postal Service? CHECKED

Are you adding or removing any variances or alternate method requests? CHECKED

REGISTRATION INFORMATION

Registry Number BR-NE-21032

WATER QUALITY INFORMATION

List any liquid waste that may be released into navigable waters such as rivers, canals, or lakes No liquid waste will be released into navigable waters. Liquid waste will be disposed of through the city sewer.

Provide beginning and ending dates for release None.

Describe how you will monitor the quality and characteristics of the discharge The brewery will work with the City of Wayne to address any liquid discharge concerns through the city sewer system.

ALTERNATION OF PREMISES

Select the type of operation you are alternating with Distilled Spirits Plant

Application Tracking Number 2021-DSPBI-00007-O

REQUEST FOR VARIANCE

Select type of variance, alternate method, or procedure Alternation of a DSP with a brewery or establishment of noncontiguous premises

Description of request

To whom it may concern,
 On behalf of Johnnie Byrd Brewing Company and pursuant to 27 CFR 25.52 "Variation from Requirements", we respectfully request approval of an alternate method of operation from that prescribed at 27 CFR 25.78, "Change in Premises," with respect to the alternation of our brewery and our distilled spirits plant at 121 N Pearl Street, Wayne, NE 68787.

Specifically, the brewery requests approval of an alternate method of operation from the requirement that an amended Form 5130.10 be filed with the Director, National Revenue Center for approval upon each alternation. Rather, the brewery requests that it be allowed to use its records of the brewing and packaging process, which will be generated upon each alternation, as notice of the alternation. The daily records generated will accurately reflect the date and time of each alternation. These records will be readily available for inspection by TTB officers.

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We understand that approval of the above request may be rescinded at any time should TTB judge that there is administrative difficulty or jeopardy to the revenue.

Greg Ptacek - Owner/President – Johnnie Byrd Brewing Company

Status (for TTB use)

Approved

REQUIRED DOCUMENT CHECKLIST

Document Type	Variance Letter
Method of Submission	Uploaded
Document Received	undefined
Document Type	Diagram
Method of Submission	Uploaded
Document Received	undefined

DIRECTIONS

Microdistillery means a distillery located in Nebraska that is licensed to distill liquor on the premises of the distillery licensee and produces ten thousand or fewer gallons of liquor annually.

Each item must be included with your application

1. Application fee of \$400 plus license fee \$250 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission Total \$650
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 1. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 2. Provide a copy of the purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 3. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 4. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.
9. Copy of Federal Basic Permit issued by Alcohol and Tobacco Tax and Trade Bureau (TTB)
10. Alcoholic Liquor Tax Bond, \$1,000 minimum including the Power of Attorney documentation (Form 115)

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS**

Term of license runs from May 1 – April 30
Catering license (K) expires same as farm winery license

Class Z Microdistillery Application fee \$400 plus licensee fee \$250
Total \$650 (Check made payable to Nebraska Liquor Control Commission)

Do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES _____ NO X

Class K Catering license (Submit Form 106)

Copy of application filed with TTB for Federal Basic Permit

Alcoholic Liquor Tax Bond minimum of \$1,000 (Submit Form 115)

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

_____ Individual License (Form 104)

_____ Partnership License (Form 105)

X _____ Corporate License (Form 101 & Form 103)

_____ Limited Liability Company (LLC) (Form 102 & Form 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number: _____

Firm Name _____

Email address: _____

Should we contact you with any questions on the application? YES _____ NO _____

GENERAL INFORMATION

Trade Name (doing business as) Johnnie Byrd Brewing Company

Street Address 121 N Pearl Street

City Wayne County Wayne Zip Code 68787

Premises Telephone number 402-833-1522

Business e-mail address greg@johnniebyrd.beer

Is this location inside the city/village corporate limits: YES X NO

MAILING ADDRESS (where you want to receive mail from the Commission)

Name Johnnie Byrd Brewing Company

Street Address 1001 W 2nd Ave

City Wayne State NE Zip Code 68787

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

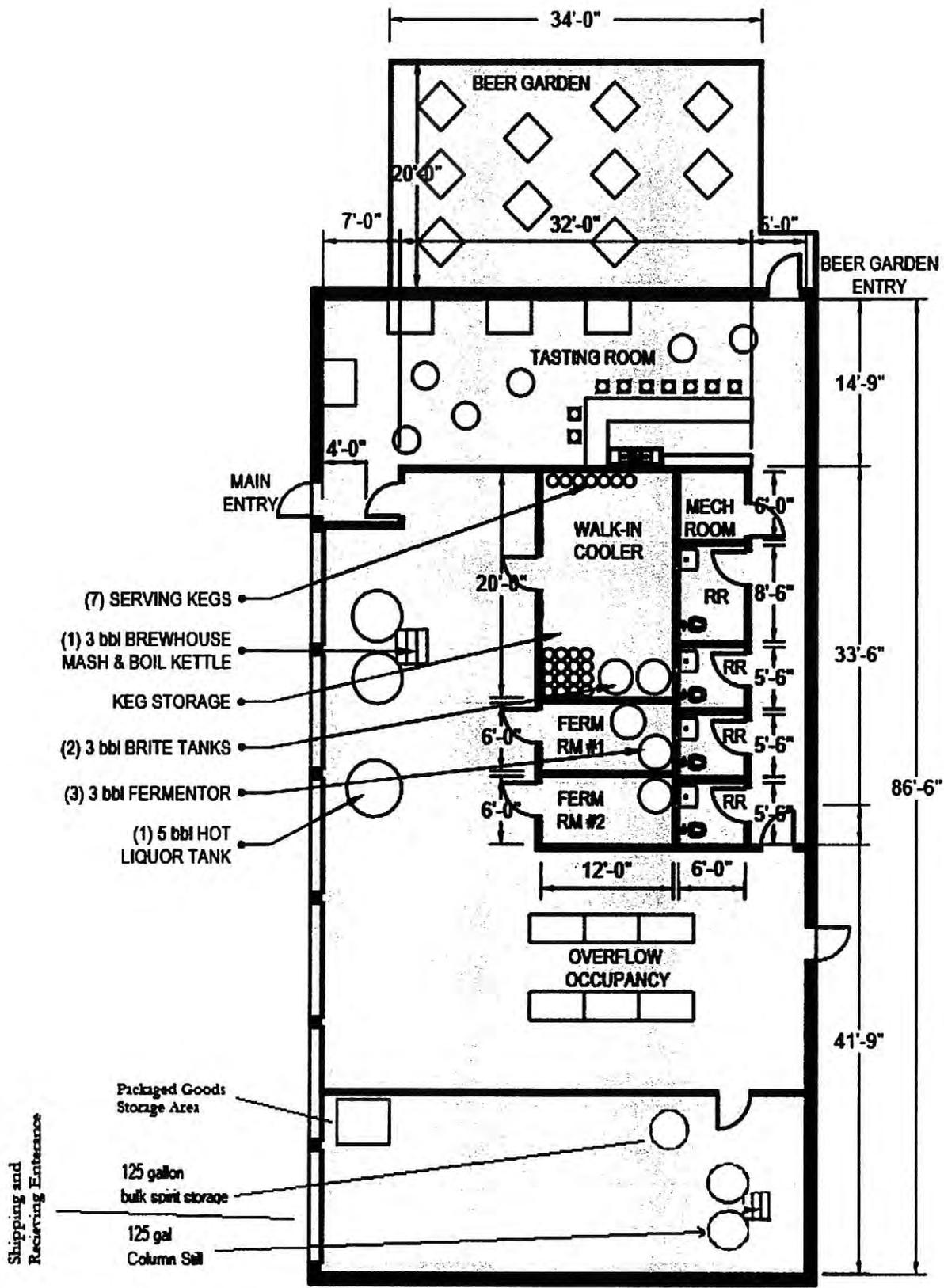
IN THE SPACE PROVIDED BELOW OR ATTACH A DRAWING OF THE AREA TO BE LICENSED.
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH AND THE NUMBER OF FLOORS OF THE BUILDING.

Building length 86.5 x width 42 in feet

Is there a basement? Yes No X If yes, length x width in feet

Is there an outdoor area? Yes X No If yes, length 34 x width 20 25 in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



ADDITIONAL INFORMATION

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition

2. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, provide business name and license number Johnnie Byrd Brewing Company LK-121870 and C-122487

3. Are you buying the business of a current retail liquor license?

YES NO

If yes, give name of business and liquor license number _____

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

YES NO

If yes

- a) Attach temporary operating permit (TOP) (Form 125)
 - a) Submit a copy of the business purchase agreement
 - b) Include a list of alcohol being purchased, list the name brand, container size and how many
 - c) Submit a list of the furniture, fixtures and equipment

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____ YES NO

If yes, list the lender(s) _____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

_____ YES NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____ YES NO

If yes, list such item(s) and the owner. _____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

_____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

_____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

State Nebraska Bank and Trust, Wayne, NE -- Greg & Kelly Ptacek

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

LK-121870 - Johnnie Byrd Brewing Company, 121 N Pearl St, Wayne, NE 68787

C-122487 - Johnnie Byrd Brewing Company, 121 N Pearl St, Wayne, NE 68787

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Greg Ptacek	07/2017	TIPS Training
Kelly Ptacek	07/2017	TIPS Training
Greg Ptacek	10/2020	TIPS Training

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date _____
 Deed
 Purchase Agreement

14. When do you intend to open for business? February/March 2022

15. What will be the main nature of business? Production and sale of spirits and canned/bottled cocktails

16. What are the anticipated hours of operation? Wed-Friday 3-11; Sat 11-11; Sun 1-6

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
911 East 2nd Street, Neligh, NE	2011	2017	911 East 2nd Street, Neligh, NE	2011	2017
1001 W 2nd Ave, Wayne, NE	2017	present	1001 W 2nd Ave, Wayne, NE	2017	present

If necessary, attach a separate sheet

**SIGNATURE PAGE –
PLEASE READ CAREFULLY**

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

**Must be signed in the presence of a notary public by applicant(s) and spouse(s).
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

[Handwritten Signature]

Signature of **APPLICANT**

(Do not sign until in the presence of the Notary Public)

Gregory Ptacek

Printed Name of **APPLICANT**

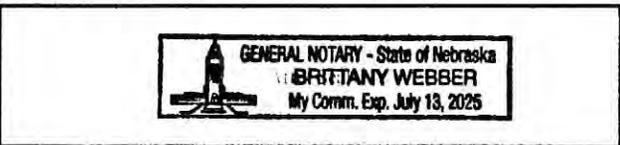
State of Nebraska, County of Wayne

The foregoing instrument was acknowledged before me this:

2/18/2022
(Date)

By: Gregory Ptacek
Name of person(s) signing document in front of Notary

[Handwritten Signature]
Notary Public Signature



[Handwritten Signature]

Signature of **SPOUSE**

(Do not sign until in the presence of the Notary Public)

Kelly Ptacek

Printed Name of **SPOUSE**

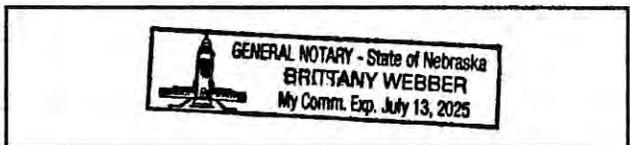
State of Nebraska, County of Wayne

The foregoing instrument was acknowledged before me this:

2/18/2022
(Date)

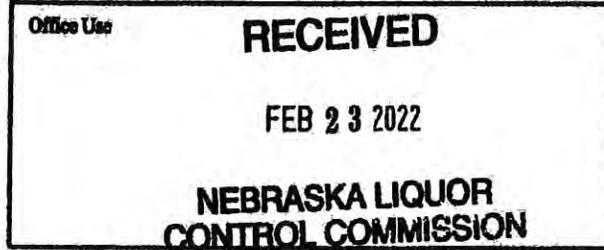
By: Kelly Ptacek
Name of person(s) signing document in front of Notary

[Handwritten Signature]
Notary Public Signature



APPLICATION FOR LIQUOR LICENSE CORPORATION INSERT - FORM 3a

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License Form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Incorporation

Name of Registered Agent: Gregory Ptacek

Name of Corporation that will hold license as listed on the Articles
Johnnie Byrd Brewing Company

Corporation Address: 1001 W 2nd Ave

City: Wayne State: NE Zip Code: 68787

Corporation Phone Number: 40-640-1989 Fax Number: _____

Total Number of Corporation Shares Issued: 10,000

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: Ptacek First Name: Gregory MI: M

Home Address: 1001 W 2nd Ave City: Wayne

State: NE Zip Code: 68787 Home Phone Number: 402-640-1989

Signature of President/CEO

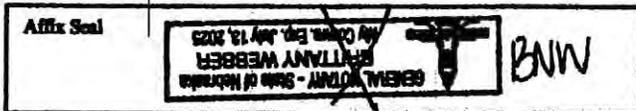
ACKNOWLEDGEMENT

State of Nebraska
County of Wayne

Date 2/18/2022

The foregoing instrument was acknowledged before me this

by Gregory Ptacek
name of person acknowledge



List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: **Ptacek** First Name: **Gregory** MI: **M**

Title: **President** Number of Shares **10000**

Spouse Full Name (indicate N/A if single): **Kelly Ptacek**

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

Spouse Full Name (indicate N/A if single): _____

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

YES

NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

YES

NO

If yes, provide the Federal ID # _____

Nebraska Secretary of State

JOHNNIE BYRD BREWING COMPANY

Fri Mar 4 15:33:05 2022

SOS Account Number

10238519

Status

Active

Principal Office Address

121 N PEARL ST
WAYNE, NE 68787
USA

Registered Agent and Office Address

GREGORY PTACEK
121 PEARL STREET
WAYNE, NE 68787

Nature of Business

BREWERY

Entity Type

Nebraska Benefit Corp

Qualifying State: NE

Date Filed

Feb 10 2017

Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	GREGORY PTACEK	1001 WEST 2ND AVE WAYNE, NE 68787 USA
Director	GREGORY PTACEK	121 N PEARL ST PO BOX 427 WAYNE, NE 68787 USA

Filed Documents

Filed documents for JOHNNIE BYRD BREWING COMPANY may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price

Document	Date Filed	Price	
Articles Perpetual	Feb 10 2017	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Mar 13 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Change of Agent or Office	Dec 06 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Tax Return	Jan 16 2018	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Mar 23 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Jan 14 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE PROCESSED

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert not required

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov

Office Use

MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form MUST be included with your application
- ✓ 21 years of age or older

Name of Corporation/LLC: Johnnie Byrd Brewing Company

Liquor License Number: 121870 Class Type LK (if new application leave blank)

Premise Trade Name/DBA: Johnnie Byrd Brewing Company

Premise Street Address: 121 N Pearl St

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: 402-833-1522

Premise Email address: greg@johnniebyrd.beer

The individual whose name is listed as a corporate officer or managing member as reported on Insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Last Name: Ptacek First Name: Gregory MI: M

Home Address: 1001 W 2nd Ave

City: Wayne County: Wayne Zip Code: 68787

Home Phone Number: 402-640-1989



Email address: greg@johnniebyrd.beer



YES NO



Spouses Last Name: Ptacek First Name: Kelly MI: L



CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Neligh, NE	2011	2017	Neligh, NE	2011	2017
Wayne, NE	2017	present	Wayne, NE	2017	present

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	Present	Johnnie Byrd Brewing Co		4028-833-1522
2013	2017	City of Neligh	Dana Klabenes	402-887-4066

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

YES NO

IF YES, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

YES NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Greg Ptacek	07/2017	TIPS Training
Kelly Ptacek	07/2017	TIPS Training
Greg Ptacek	10/2020	TIPS Training

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Gregory Ptacek	02/2017	Johnnie Byrd Brewing Co, 121 N Pearl St, Wayne, NE

5. Have you enclosed form 147 regarding fingerprints?

YES NO

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has NO interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

Applicant Notification and Record Challenge: Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne

The foregoing instrument was acknowledged before me this

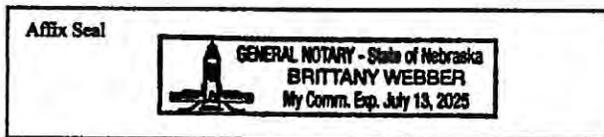
11th Day of March 2022 by

date

Gregory Ptacek

NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

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Signature of Manager Applicant

Kelly P

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of Wayne

The foregoing instrument was acknowledged before me this

3/21/2022

date

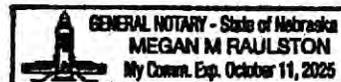
by Kelly Ptacek

NAME OF PERSON BEING ACKNOWLEDGED

Megan M Raulston

Notary Public signature

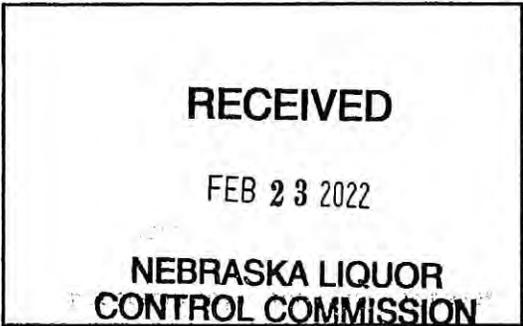
Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

Applicant Notification and Record Challenge: *Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.*

******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Johnnie Byrd Brewing Company

Name of Person Being Fingerprinted: Gregory Ptacek
[REDACTED]

Date fingerprints were taken: _____

Location where fingerprints were taken: Norfolk, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

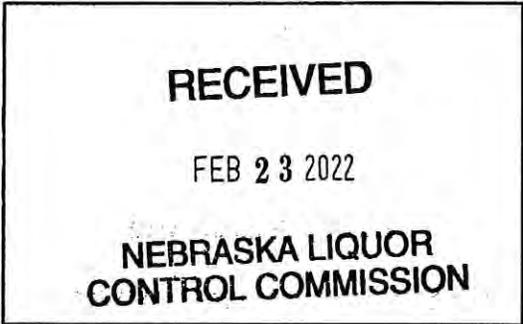
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

A handwritten signature in black ink, appearing to be "Gregory Ptacek", written over a horizontal line.

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
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Fingerprint cards should be submitted with the application.

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******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name Johnnie Byrd Brewing Company

Name of Person Being Fingerprinted: Kelly Ptacek


Date fingerprints were taken: _____

Location where fingerprints were taken: Norfolk, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES



SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Residence: Fourth Ward

Polling Place: Party: DEM

Our Savior Lutheran Church Fellowship

Hall

420 Main

Wayne

U.S. Congressional District 3

Legislative District 17

Lower Elkhorn NRD SubD 5

Wayne Community Schools-

Wayne Council Ward 4

Commissioner Dist #3

Wayne County, State of Nebraska

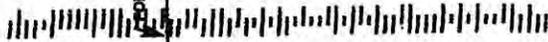
1089383

Gregory M Ptacek

1001 W 2nd Ave

Wayne, NE 68787

FOR WALLET SIZE - FOLD HERE





[Back to Lookup](#) / [Registrant Detail](#)

Kelly L Ptacek

Political Party
Democratic

Precinct
Fourth Ward

Election Details

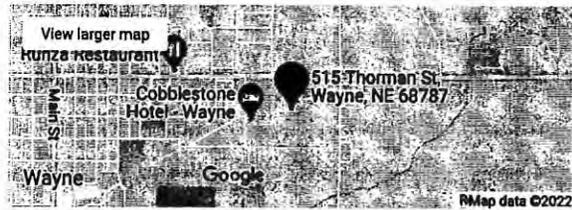
05/10/2022 2022 Primary Election

We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

Polling Location

Dist 1 County Shop - Ward 4

515 Thorman Wayne, NE 68787



Early Voting Sites

Courthouse

510 N Pearl Wayne, NE 68787

Districts

Show

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Business Plan

1) Executive Summary

Johnnie Byrd Brewing Company is a start-up brewpub in Northeast Nebraska. Located in Wayne, Nebraska, the company offers craft beer. Johnnie Byrd Brewing Company handcrafts its beers in small 3 barrel batches. Johnnie Byrd Brewing Company is the first brewery in Nebraska to become a Benefit Corporation, gifting ten percent of its profits to rural start-ups and community development projects. The Company utilizes wind energy to create damn fine beers that benefits rural Nebraska. Johnnie Byrd Brewing Company fills a craft beer need in Wayne County. As the only brewery in 40 miles, the Company will face little competition. The Company is seeking \$40,000 in financing to from the City of Wayne to purchase its existing building and conduct minor renovations.

2) General Company Description

Johnnie Byrd Brewing Company is a microbrewery located in Wayne, Nebraska's Historic Downtown District. The company's purpose is to provide a great craft beer that will foster conversations and a sense of community.

Johnnie Byrd Brewing Company is a Benefit Corporation with Greg Ptacek owning 100% of the shares of the company. Greg and his wife, Kelly, are community and environmentally minded. Once profitable, Johnnie Byrd Brewing Company will gift five percent of the Company's annual profits to rural business start-ups to assist with capital injection. The Company will gift another five percent profits to Wayne area community development projects. Projects will be chosen by Johnnie Byrd Brewing Company's staff. Johnnie Byrd Brewing Company is committed to the environment. The Company's brewhouse will run on 100% wind energy, even if it requires paying a premium price.

2.1 Mission Statement

Brew and sell damn fine beer that will benefit rural Nebraska.

2.2 Short Term Objectives @ Startup

- ◆ Sell 45 Tap Seven Club memberships – *goal met – 165 members*
- ◆ Crowdfund \$20,000 via the Brew Backer's Club – *goal met - \$23,000 retail value*
- ◆ Break-even in Year One – *work in progress*

Why Johnnie Byrd?

Greg's grandfather was a rambunctious 20 something in a band. He named the band Johnnie Byrd Orchestra. His name was John but everyone called him Johnnie (you have to say it a bit swoonish). Ptacek means "littlebird" in Czech. Grandma Helen fell for the bad boy in a band and the rest is history.



- ◆ Sell an average of 160 pints per day by the end of Year One
- ◆ Sell an average of 11 growlers per day by the end of Year One
- ◆ Lobby the City of Wayne to purchase wind energy to brew using 100% wind energy – *goal met*

2.3 Long Term Objectives

- ◆ Become Nebraska's first Benefit Corporation brewery – *goal met*
- ◆ Begin bottling and beer distribution – *work in progress*
- ◆ Expand into spirit creation, producing and distributing several lines of whiskey – *3-5 year goal*
- ◆ Open Nebraska's second Cidery – *re-evaluation not a viable goal*

3) Products and Sales Strategy

3.1 Products

Johnnie Byrd Brewing Company will specialize in brewing high quality drinkable beers. Brews will initially be sold on premises in the Company's tap room. Beer will be sold in pints, 5 & 13 ounce, tasting flights and 64 ounce growlers.

Johnnie Byrd serves in house made sodas in 19 ounce or 64 ounce to go cups. Sodas range from our infamous root beer and citrus soda to birch beer, cherry, cream, and grapefruit sodas.

In the taproom, Johnnie Byrd offers a small selection of Nebraska wines and spirits, specialty cocktails, and high end spirits such as Japanese and Scotch whiskey.

Merchandise such as t-shirts, hoodies, hats and glasses will be available for sale in the tap room.

3.2 Tap Room

The Tap Room features seven constantly rotating beers on tap at any given time and one flagship beer. The seventh tap is reserved for "Tap Seven Club" donors and will feature small batch test beers. The tap room serves Aqua Pop popcorn and allows individuals to bring in any food they wish.



3.3 Distribution

Initially, beer will only be distributed out of the tap room. As per Nebraska state law, beer may be distributed in the form of walk-out 64 ounce growlers. Growlers will be for sale in the tap room and may be re-filled. Canning requires increased production and is capital and time intensive. Johnnie Byrd Brewing Company will focus on the local market in the first two years of operation. At the end of Year Two, the Company may begin distribution if a suitable distributor is found. If a suitable distribution partner is not found, Johnnie Byrd Brewing Company will operate as a neighborhood brewery, focusing instead on the below growth operations.



3.4 Growth Strategy

Nebraska is home to a three-tier distribution system. In a three-tier distribution system, Johnnie Byrd Brewing Company will make the beer. Any sales outside of the tap room must run through a distributor. Johnnie Byrd Brewing Company sells beer to the distributor at a drastically discounted price. The distributor sells the beer to a retailer at a small price increase. The retailer again increases the price and sells the beer on their store shelves. The three-tier system hinges on a reputable and fair distributor. If a favorable distributor is not found, Johnnie Byrd Brewing Company will instead invest in spirit creation and distribution. The spirits market in Nebraska is in its infancy and has tremendous growth potential for an early adopter.

CRAFT BREWERY FACTS:

- 7,450 Breweries (2018)
 - 2018 – 0.8% industry decrease
 - 2018 – 3.9% craft beer growth
 - 58.6% Historic Success Rate (30yr)
 - 86% Success Rate in the Past 8 years
- According to the American Brewery Ass.*

3.4.1 Spirits

Spirits are the next big thing in Nebraska and offer a huge growth potential. In the late 1990's, wineries sprouted all over Nebraska and continue to do very well in Nebraska. In the late 2000's and early 2010, several breweries opened in Nebraska. Currently, craft beer controls approximately 12 percent of the national market and realizes growth every year. Burton believes that craft spirits are the next big thing. Craft spirits saw a 63% increase in total market share from last year.

If a suitable distributor is not found, Johnnie Byrd Brewing Company will expand to invest in spirit distillation. The Company will produce a line of whiskeys including but not limited to Scotch-style, rye and Canadian-style. The expansion will require the purchase of a still, barrels, storage vessels and small bottling equipment.

4) Market Analysis

4.1 Competition

Johnnie Byrd Brewing Company will have two forms of competition. The first will come from alcohol retailers selling traditional and other craft beers. The second will come from breweries in the surrounding area.

Spirit, Beer and Wine Retailers in Wayne:

- ◆ Rain Tree
- ◆ Shopko Hometown
- ◆ Casey's General Store
- ◆ G's Convenience
- ◆ Lutt's Bottle Shop
- ◆ Wayne East Convenience

Bars in Wayne:

- ◆ White Dog Pub
- ◆ The Max
- ◆ Broken Antler
- ◆ The Jug
- ◆ Wildcat Lanes



Breweries: Wayne is within close proximity to Iowa. Johnnie Byrd Brewing Company will compete with breweries in Sioux City, Iowa, as well as the 33 breweries in Nebraska.

Breweries within 90 Minutes:

- ◆ Divots Brewery – Norfolk, NE – 35 minutes
- ◆ Jackson Street Brewing – Sioux City, Iowa – 60 minutes
- ◆ Marto Brewing Company - Sioux City, Iowa – 60 minutes
- ◆ Brioux City Brewery - Sioux City, Iowa – 60 minutes
- ◆ Gotberg Brew Pub – Columbus, NE – 80 minutes
- ◆ HWY 14 Brewing – Albion, NE – 90 minutes

Johnnie Byrd Brewing Company will look at these breweries as partners that could be collaboration partners as well as marketing partners. The Company will approach fellow brewers to effectively market the region as a great location for passionately produced craft brews.

4.2 Rural Craft Beer Analysis

Nebraska Craft Beer is a relatively new market. While several breweries opened in the '90's the resurgent market is relatively unknown and depends greatly on market to market. However, the Nebraska Liquor Control Commission (LCC) tracks all liquor creation and sales. The following data was taken directly from the Nebraska LCC's website and represents a cross-section of rural breweries from across the state.

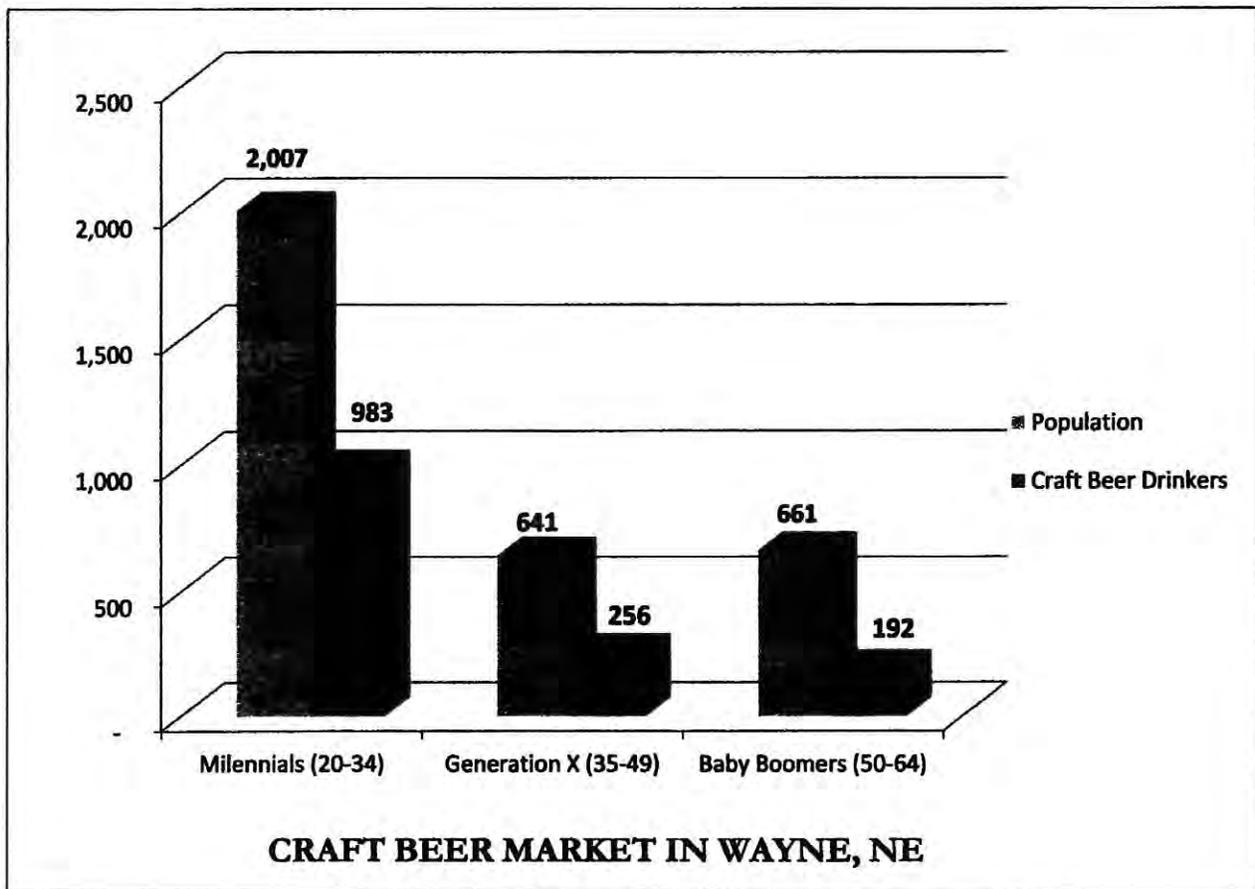
<u>BREWERY</u>	2016 GALLONS PRODUCED	MONTHLY AVERAGE
Bolo (Valentine) 2,737 population	6,070	674
Bottle Rocket (Seward) 6,694 population	3,271	297
Brush Creek (Arlington) 1,245 population	1,848	924
Fairfield (Fairfield) 387 population	830	69
Loop (McCook) 7,698 population	2,926	266
Kinkaider (Broken Bow) 3,700 population	57,047	4,754
Schilling Bridge (Pawnee City) 878 population	4,363	365
Scratchtown (Ord) 2,112 population	10,591	883



4.3 Market Segmentation

The American Brewing Association (ABA) and the Nielsen Group conducted a survey of perceptions towards beer consumption. According to the Study, since the 1940's two thirds of Americans have consistently indicated they have a regular occasion to drink beer. In Nebraska, 50 percent of all alcohol consumed is beer and craft beer makes up 10 percent of all alcohol consumed.

In a 2012, Mintel conducted a study of craft beer drinkers. The research company found that craft beer appeal differed based upon generational differences. The study found that craft beers appeal to 49 percent of Millennials, 40 percent of Gen Xers, 29 percent of Baby Boomers and 22 percent of the Swing Generation. Johnnie Byrd Brewing Company knows it will have a regional draw. In order to avoid inflating sales numbers, the Company has chosen to focus on the immediate market of Wayne and Wayne County. The Swing Generation tend to be on a fixed income and may not purchase a luxury item such as craft beer. For the purpose of the Market Segment Analysis, Johnnie Byrd Brewing Company will focus on Millennials (20-34); Gen Xers (35-49) and Baby Boomers (50-64). Based upon Mintel's generational percentage, the craft beer market segment in Wayne, NE is 1,432 see the below table detailing each generation. The craft beer market segment for Wayne County is 2,280 for the three generations mentioned above.





5) Competitive Advantage and Marketing Plan

5.1 Competitive Advantage

Johnnie Byrd Brewing Company's competitive advantage is producing a damn fine local beer. Millennials and Gen Xers are more prone to purchase a locally sourced product, even if it is at a higher price than its corporate made counterpart. According to ABA, 71 percent of 21 to 34 years olds reported that local craft products were very important and 53 percent reported that locally produced craft beer was very important.

Johnnie Byrd Brewing Company's business structure as a Benefit Corporation will gain it a following of individuals looking to make a difference with their dollar. The Company will gift ten percent of its profits to assist rural Nebraska.

Johnnie Byrd Brewing Company's beers are tailored to the local palate. Head Brewer and Owner Greg Ptacek creates great tasting beers. It seems that breweries try to operate with a five star chef mentality. They choose to produce high ABV (alcohol by volume) or incredibly hoppy IPAs. If a person is used to drinking Bud Light or Coors, craft beer will instantly shock their pallet. It would be similar to a Midwestern pallet instantly being told it needs to love the taste of curry, even though they've only tried it once. Johnnie Byrd Brewing Company always keeps at least two of its taps full of "transitional" beers. Transitional beers do not possess high bitterness or ABV. As the area palates evolve, so too do the list of beers on tap. There is always at least one IPA on tap; however, very few beers on tap at Johnnie Byrd Brewing Company will be above 30 IBU (international bittering units). It is not the goal of Johnnie Byrd Brewing Company to act as the five star chef. It will not tell its consumers what they should enjoy. Instead, it will act as the steak and cheeseburger chef and give its customers what they want.

National Brewing Awards:

- Abe's Honey Porter
- 2018 – National Honey Beer Competition
- Margeary Grapefruit TIPA
- 2019 – U.S. Beer Open

Johnnie Byrd's atmosphere is wholly unique to Wayne. Its deliberate style choices have created a certain "je ne sais quoi" that is unlike any other establishment in Wayne, as such, Johnnie Byrd fills a niche that was lacking in Wayne and the surrounding area. Johnnie Byrd continues to innovate with several new-to-Wayne events such as touring national fold bands, crawfish boils, and comedians. Future events include: beer bingo, beer yoga, pub trivia, and Byrd Talks (3 minute Ted talks by local know-it-alls).

5.2 Marketing Plan

Johnnie Byrd Brewing Company will rely heavily on word of mouth. The Company utilizes Facebook and other social media sites. The Company encourages patrons to utilize sites dedicated to craft beer such as Ratebeer.com, Untapped and Beer Advocate.

Johnnie Byrd Brewing Company's landlord also owns Rustic Treasures, a very successful antique and consignment store. Johnnie Byrd Brewing Company will cooperate with Rustic Treasures'



future marketing campaigns. The two companies will combine marketing dollars to market heavily on several TV channels in the Northeast Nebraska area.

Johnnie Byrd Brewing Company plans to work with breweries in Northeast Nebraska and Southwest Iowa to create a Siouxland Brewery Tour. The Group will pool advertising dollars to create a “brew tour” marketing campaign for the Siouxland region.

6) Operational Plan

6.1 Management & Employees

Johnnie Byrd Brewing Company will open with no fewer than 2 full-time equivalent employees. Depending on growth and sales, the Company could staff as many as 4 full-time employees.

Greg Ptacek, the owner and manager of Johnnie Byrd Brewing Company. Greg has spent his professional career working in the public and private sectors. In the public sector, he assisted business start-ups in the community of Neligh. Ptacek has assisted five start-ups from concept to successful business. He has assisted with pro-forma development and helped coach them through the start-up process. Another aspect of his position was general marketing for the City of Neligh. Greg’s successful marketing campaigns have marketed Neligh to over 300,000 individuals. Ptacek has five years management experience. He managed teams of 10 to 30 for Target. Over the past four years, Ptacek has dreamed of starting his own business, specifically a brewery. He began home-brewing in 2016 with a friend. The two started out with extract brewing. Ptacek soon leap frogged his friend and he decided to progress to all-grain brew on his own. Ptacek took quickly to the brewing process, developing several small batch brews. He will be responsible for brewing, hiring, initial bookkeeping and ordering. Greg will take several shifts operating the tap room so the public can get to know the brewer and manager.

Kelly Ptacek, Greg’s wife, will assist with hiring and will help conduct all interviews for employees. Kelly will also help run the tap room. She will take several shifts per month to ensure she stays familiar with the operation, and, she’s way better looking than Greg.

Steve Ptacek, Greg’s father, will assist as needed. Steve is a handyman and will assist Greg with construction projects. Steve works for the State of Nebraska and has ample vacation. He will assist with particularly hectic brew-days that may require an extra set of hands.

Serving Team: Johnnie Byrd Brewing Company will employ four bar tenders. The Company uses a rigorous selection process. New hires must be trustworthy and fit within the core values of the Company. Bar tenders will be expected to brew at least one time from start to finish with Greg. This will ensure they are familiar with the brew process and are knowledgeable enough to answer patron’s questions.

Assistant Brewer/Future Spirit Conjurer: Parker Bolte has an immeasurable passion for all things alcohol. Parker works as an almost full-time bar tender for Johnnie Byrd and occasionally



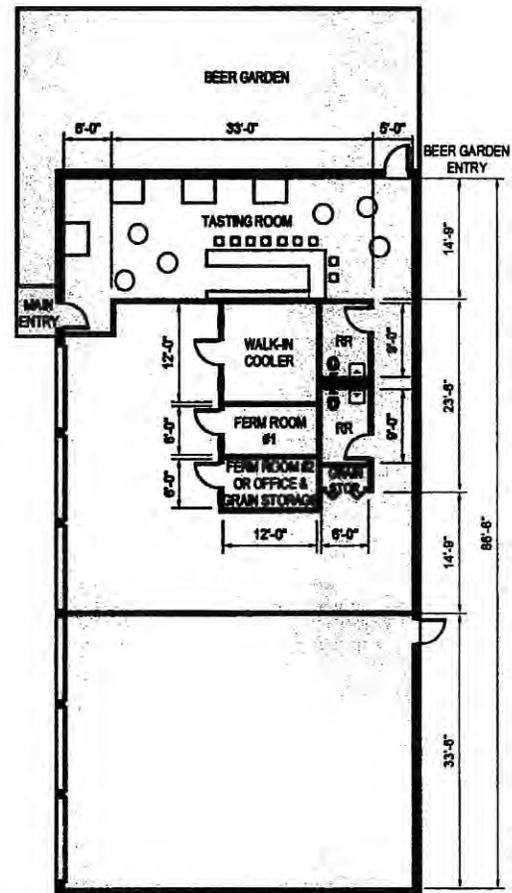
develops recipes and brews or assists with other brewery related tasks. When Johnnie Byrd expands into hard alcohol, Parker will step into the Spirit Conjuror position and work on distillation and cellaring of spirits.

6.2 Location

Johnnie Byrd Brewing Company is located at 121 N. Pearl Street in Wayne, NE. The building was constructed in 1977 to house the Wayne Volunteer Fire Department. The building was converted to storage after the new firehall was built. The building is a seven bay firehall. Three bays will be turned into the brewhouse. The wash bay, a single bay surrounded by cinder blocks will be turned into the taproom. The remaining three bays are storage and overflow seating.

Taproom: The eastern garage door will be replaced with a black-trimmed s and an inviting awning. This will serve as the main entrance to the tap room. As individuals enter, they will see a glimpse into the brewhouse. The north door will be replaced with a black-trimmed commercial door which will lead to the beer garden. The south wall of the taproom will house a custom made bar. Taps will feed directly from the walk-in cooler on the other side of the wall. The north wall will be a decorated logo wall with can-lighting casting light on the logos. A mixture of round and square tables will be purchased. The tops of the tables will be custom made with decoupage of the Wayne Herald news clippings from 1912. The taproom will need HVAC updates and new electric lines provided by the land lord. The taproom will be an intimate setting, holding a maximum of 40. Overflow for larger parties will spill into the brewhouse and beer garden.

Brewhouse: The southern six fire bays are an open concept and contain 3,150. This space will make an ideal brewhouse. The wall directly south of the taproom will house a 12x12 foot custom made walk-in cooler; a 6x12 foot fermentation cooler to maintain temperature control without purchasing a very expensive glycol system; a small office to do paperwork during boils and cooling as well as temperature controlled grain storage; and finally, two handicap accessible bathrooms. The brewhouse will also house, three fermenters, a 3 barrel American Brewing Equipment (ABE) electric brewhouse; 5 barrel hot liquor tank. Two brite tanks and dozens of kegs will be housed in the walk-in cooler. The brewhouse will require few aesthetic changes. It will require a new electric box with three phase power and several plumbing additions. Johnnie Byrd Brewing Company will only occupy 3 of the six bays at startup but as





Johnnie Byrd Brewing Company expands into other markets or into distribution, the extra three bays will be occupied.

Exterior and Beer Garden: the north of the building will be the main entrance off of 2nd Street. It will also house the establishment's beer garden. The current green space will be filled in with paving bricks from Main Street Wayne. A small pergola will provide shade for the patrons. Hops will cascade down the pergola to provide a close up look at the plant. Johnnie Byrd Brewing Company will work with Love Signs out of Norfolk to design an exterior logo wall on the north and an awning for the main entrance.

6.3 Hours of Operation

Johnnie Byrd Brewing Company plans to be permitted to serve seven days a week from 11 am to 1 am. While the Company does not plan to be open seven days a week, being permitted to do so will allow them to open for holidays such as St. Patrick's, Halloween, Oktoberfest and Chicken-Days. Based upon market research, several Nebraska breweries shy away from Monday through Tuesday sales. Hours may be subject to change depending on demand but the brewery adheres to a strict, if we say we are open, we are open policy. In the first 18 months, the brewery has never deviated from posted hours due to weather or slow sales.

- ◆ Wednesday: 4pm to 8ish pm
- ◆ Thursday: 4 pm to 1 am
- ◆ Friday: 3 pm to 1 am
- ◆ Saturday: 11 am to 1 am
- ◆ Sunday: 11 am to 6 pm



6.4 Professional Business Assistance

Attorney: Eric Knutson – Miller -Knutson
Accountant: Marcus Augustin, CPA
Banker: Jason Claussen – State Nebraska Bank

Insurance Agent: Northeast Nebraska Insurance
Marketing: Carrie Pitzer – Pitzer Digital

6.5 Distributors

Johnnie Byrd Brewing Company plans to work directly with distributors to attain necessary products. Some of our valuable distributors are: Midwest Hop Producers, Cargill Malting Grain, and MoreBeer Hops.

Brewhouse equipment was purchased from American Brewing Equipment in Lincoln, NE and Bubba's Barrels in Knoxville, TN. Growlers and glassware will be purchased from Grandstand. Kegs are purchased from G4 Kegs in Oregon.



7) Operational Plan

Purchase:	\$110,000
Backroom A/C:	\$10,000
Airflow Wall:	\$5,000
Doors:	\$600
Contingency:	\$1,400
Total Project Cost:	\$127,000

8) Financial Plan

8.1 Lender Plan

Johnnie Byrd is considering the following lending option to purchase and renovate the building.

City of Wayne: Johnnie Byrd is seeking \$40,000

State Nebraska Bank: Johnnie Byrd is seeking \$87,000 from its primary lender, State Nebraska Bank.

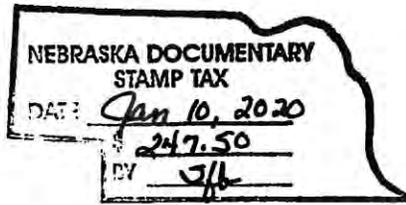
9) Exit Strategy

If successful, owners, Greg and Kelly Ptacek, will look to transition the business to their children or to new owners when ready to retire or unable to continue the business.

If for some reason, the brewery is unsuccessful or if unforeseen events cause hardship on the business, Greg would first look to attain a second job. If the brewery is unable to cash-flow, the volume of product produced will be under 1 batch per week. Greg will continue to brew 1 day a week at night or on the weekends.

If the brewery continues not to make a profit, Greg and Kelly will look to sell operations, in full, to an individual or corporation. If a suitable buyer cannot be found for the business in full, the equipment will be liquidated either in full or partially.

Since this business relies heavily on Greg, the business has purchased a life insurance policy to protect the business in case of an unfortunate accident.



2020 JAN 10 PM 2:58

Debra Finn
CLERK / ROD / ELECTION

WARRANTY DEED

Rustic Treasures LLC, A Nebraska Limited Liability Company, GRANTOR, in consideration of \$1.00 and other valuable consideration, received from GRANTEE, Johnnie Byrd Brewing Company, A Nebraska Benefit Corporation, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. §76-201):

Lot A of the Administrative Replat of Lots 1, 2, and 3, Block 21, Original Town of Wayne, Wayne County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, except for those easements, restrictions, zoning regulations, and covenants of record, if any.
2. has legal power and lawful authority to convey the same, and that we, the undersigned, are the sole members of said limited liability company, and we have full power and lawful authority to convey the subject real estate under the terms and provisions of the Operating Agreement of said limited liability company.
3. warrants and will defend title to the real estate against the lawful claims of all persons.

Executed 1-5-2020

Rustic Treasures LLC
A Nebraska Limited Liability Company

By: Lukas Rix, Member
Lukas Rix, Member

By: Mark Kanitz, Member
Mark Kanitz, Member

STATE OF NEBRASKA)
) ss.
County of Wayne)

The foregoing instrument was acknowledged before me on this 5th day of January, 2020, by Lukas Rix and Mark Kanitz, Sole Members of Rustic Treasures LLC, A Nebraska Limited Liability Company, on behalf of the company

State of Nebraska - General Notary
TRISHA M. PETERS
My Commission Expires
July 15, 2020

Trisha M. Peters
Notary Public

AFTER RECORDING, PLEASE RETURN TO:
Johnnie Byrd Brewing Company, 121 Pearl Street, Wayne, NE 68787

Real Estate Transfer Statement

To be filed with the Register of Deeds. Read instructions on reverse side. If additional space is needed, add an attachment and identify the applicable item number.

The deed will not be recorded unless this statement is signed and items 1-25 are accurately completed.

1 County Name Wayne - 90
2 County Number
3 Date of Sale/Transfer Mo. 01 Day 10 Yr. 2020
4 Date of Deed Mo. 01 Day 05 Yr. 2020
5 Grantor's Name, Address, and Telephone (Please Print) Rustic Treasures, LLC, A Nebraska Limited Liability Company
6 Grantee's Name, Address, and Telephone (Please Print) Johnnie Byrd Brewing Company, A Nebraska Benefit*
Street or Other Mailing Address 207 Main Street
City Wayne State NE Zip Code 68787
Street or Other Mailing Address 1001 West 2nd Avenue
City Wayne State NE Zip Code 68787
Phone Number (402) 870-1505
Phone Number (402) 640-1989
Email Address N/A

7 Property Classification Number. Check one box in categories A and B. Check C if property is also a mobile home.
(A) Status: Improved, Unimproved, IOLL
(B) Property Type: Single Family, Multi-Family, Commercial, Industrial, Agricultural, Recreational, Mineral Interests-Nonproducing, Mineral Interests-Producing, State Assessed, Exempt
(C) Mobile Home

8 Type of Deed: Conservator, Bill of Sale, Cemetery, Corrective, Death Certificate - Transfer on Death, Distribution, Easement, Executor, Land Contract/Memo, Lease, Mineral, Partition, Personal Rep., Quit Claim, Sheriff, Trust/Trustee, Warranty, Other

9 Was the property purchased as part of an IFS like-kind exchange? (I.R.C. § 1031 Exchange) Yes No
10 Type of Transfer: Auction, Court Decree, Exchange, Distribution, Easement, Gift, Grantor Trust, Foreclosure, Irrevocable Trust, Life Estate, Partition, Revocable Trust, Sale, Satisfaction of Contract, Transfer on Death, Trustee to Beneficiary, Other (Explain)

11 Was ownership transferred in full? (If No, explain the division.) Yes No
12 Was real estate purchased for same use? (If No, state the intended use.) Yes No

13 Was the transfer between relatives, or if to a trustee, are the trustor and beneficiary relatives? (If Yes, check the appropriate box.)
Yes No Aunt or Uncle to Niece or Nephew, Brothers and Sisters, Ex-spouse, Family Corp., Partnership, or LLC, Grandparents and Grandchild, Parents and Child, Self, Spouse, Step-parent and Step-child, Other

14 What is the current market value of the real property? \$110,000
15 Was the mortgage assumed? (If Yes, state the amount and interest rate.) Yes No \$ %

16 Does this conveyance divide a current parcel of land? Yes No
17 Was transfer through a real estate agent or a title company? (If Yes, include the name of the agent or title company contact.) Yes White Farmhouse Realty No

18 Address of Property 121 Pearl Street, Wayne, NE 68787
19 Name and Address of Person to Whom the Tax Statement Should be Sent See Grantee
18a No address assigned 18b Vacant land

20 Legal Description *Corporation Lot A of the Administrative Replat of Lots 1, 2, and 3, Block 21, Original Town of Wayne, Wayne County, Nebraska

21 If agricultural, list total number of acres

Table with 2 columns: Item Number, Amount. Row 22: Total purchase price, including any liabilities assumed \$ 110,000.00. Row 23: Was non-real property included in the purchase? No. Row 24: Adjusted purchase price paid for real estate (line 22 minus line 23) \$ 110,000.00.

25 If this transfer is exempt from the documentary stamp tax, list the exemption number

Under penalties of law, I declare that I have examined this statement and that it is, to the best of my knowledge and belief, true, complete, and correct, and that I am duly authorized to sign this statement. Johnnie Byrd Brewing Company, A Nebraska Benefit Corporation by Greg Placek, Member (402) 640-1989
Print or Type Name of Grantee or Authorized Representative
Signature of Grantee or Authorized Representative Title Grantee Date 01/10/2020

Register of Deed's Use Only
26 Date Deed Recorded Mo. 1 Day 10 Yr. 20
27 Value of Stamp or Exempt Number \$ 247.50
28 Recording Data 20 0047
For Dept. Use Only

NOTICE OF PUBLIC HEARING ON APPLICATION FOR
TIERED PROJECTS AND PROGRAMS

Date of Publication: April 21, 2022

City of Wayne
306 Pearl Street
Wayne, NE

On or after May 3, 2022 the City of Wayne will submit a request to the Nebraska Department of Economic Development (NEDED) for the release of Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Act of 1974, as amended, to undertake the following project:

Tier 1 Broad Review Project/Program Title: City of Wayne Owner Occupied Rehabilitation Grant 21-HO-35041

Purpose: Single-Family Home Owner-Occupied Rehabilitation

Location: Project sites will be located within the municipal service area of the City of Wayne, Nebraska.

Project/Program Description: The City will assist Low to Moderate Income (LMI) homeowners in rehabilitating 10 owner-occupied single-family homes within the corporate city limits through a forgivable loan program within 30 months from the Notification of Award.

Tier 2 site specific reviews will be completed for those laws and authorities not addressed in the tier 1 broad review for each address under this program when addresses become known.

Level of Environmental Review Citation: Categorically Excluded SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(3)(i)

Tier 2 Site Specific Review: The site specific reviews will cover the following laws and authorities not addressed in the Tier 1 broad review:

- [24 CFR 58.5(i)(2)]-Contamination and Toxic Substances;
- [24 CFR 51C]- Explosive and Flammable Operations;
- [24 CFR 55, Executive Order 11988]- Floodplain Management;
- [36 CFR 800] & [24 CFR Part 58]- Historic Preservation;
- [24 CFR 51B]- Noise Control

Mitigation Measures/Conditions/Permits (if any):

- **Contamination and Toxic Substances**-Site inspection, NEPA Assist mapping, Contacting Nebraska State Fire Marshall,
- **Explosive and Flammable Operations**- Site inspection, NEPA Assist mapping, and contact with the Nebraska State Fire Marshall to review project site
- **Floodplain Management**-Any sites located within the floodplain will not be eligible for assistance as determined by FIRM map data.
- **Historic Preservation**-
 - THPO checklist will be completed for each site, any project requiring consultation with Tribes will be sent and emailed a letter requesting review and given 30 days to advise and respond and tribal advisement will be considered in the process.
 - SHPO will be contacted for Section 106 review and any suggestions given thereby will be considered, any project noted to have “adverse affect” will be mitigated with SHPO’s input
- **Noise Control**-Site inspection will be conducted to assess location’s proximity to roadways, railroads, and civil or military airports and whether noise attenuation measures need to be taken.

Estimated Project Cost: City of Wayne, Wayne County, Nebraska is using \$315,000 of Community Development Block Grant (CDBG) Owner-Occupied Rehab (OOR) funds, of which \$250,000 will be used for Owner-Occupied Rehab of 10 units; \$20,000 will be used for general administration; \$30,000 for housing management; and \$1500 per unit (\$15,000 total) will be used for lead-based paint abatement. All CDBG funds will benefit low-to-moderate income persons in the community. No persons, businesses, or farms will be displaced as a result of this project.

The activity/activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements per 24 CFR 58.35(a)(3)(i). An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at City of Wayne offices at 306 Pearl Street and may be examined or copied weekdays 8 A.M to 4 P.M. The ERR will be made available to the public for review either electronically or by U.S. mail. Please submit your request by U.S. mail to the address above or indicate written request

address, if different or by email to indicate email address for request. If the City of Wayne chooses to send the ERR to the public for review via U.S. mail, the City of Wayne will establish a timeframe for accepting comments with the person requesting the ERR.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Wayne City Clerk's office. All comments received by May 3, 2022 will be considered by the City of Wayne prior to authorizing submission of a request for release of funds.

ENVIRONMENTAL CERTIFICATION

The City of Wayne certifies to NEDED that Cale Giese, Certifying Officer, in his capacity as Mayor of Wayne consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. NEDED's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Wayne to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

NEDED will accept objections to its release of fund and the City of Wayne's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Wayne; (b) the City of Wayne has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by NEDED; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted via US Mail in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Nebraska Department of Economic Development (NEDED) at PO Box 94666, Lincoln, NE 68509-4666. Potential objectors should contact NEDED via US Mail to verify the actual last day of the objection period.

Cale Giese; Mayor; Certifying Officer

City of Wayne

To be published week of April 21, 2022

Send bill and proof of publication to:

City of Wayne
Betty McGuire
306 Pearl Street
Wayne, NE 68767

Send 2nd proof of publication to:

NENEDD
Riah Deane
111 South 1st Street
Norfolk, NE 68701

RESOLUTION NO. 2022-32

A RESOLUTION TO APPOINT THE NED, INC., BOARD TO APPROVE/DENY APPLICANTS AS DIRECTED IN THE CITY OF WAYNE OWNER-OCCUPIED REHABILITATION PROGRAM GUIDELINES.

WHEREAS, the City of Wayne Nebraska, has received \$315,000 of CDBG Owner-Occupied Rehab (OOR) funds, of which \$250,000 will be used for Owner-Occupied Rehab of ten units; \$20,000 will be used for general administration; \$30,000 for housing management; and \$1,500 per unit will be used for lead base paint abatement. All CDBG funds will benefit low-to-moderate income persons in the community. No persons will be displaced because of this project; and

WHEREAS, the City of Wayne, Nebraska, will appoint NED, Inc., to conduct the procedure of approval or denial in the application process. Completed applications will be presented to the NED, Inc., Board in the order in which they are received. Applications will not be presented to the NED, Inc., Board until the applicant has signed the Housing Rehabilitation Guidelines Acknowledgment form and it has been returned to the Housing Specialist. Complete applications will be presented to the NED, Inc., Board at its next regular meeting, which is normally held the last Wednesday of each month. Applications are presented to the NED, Inc., Board by applicant number. The Housing Specialist reviews and recommends each application for approval/denial to the NED, Inc., Board. Approved applicants are notified in writing. Denied applicants are notified in writing with an explanation for reason of denial.

NOW, THEREFORE, BE IT RESOLVED BY the City Council of the City of Wayne that the Mayor be authorized to appoint the NED, Inc., Board to review and approve or deny completed applications based on selection/non-selection requirements set forth in the Wayne Owner-Occupied Rehabilitation Program Guidelines.

PASSED AND APPROVED this 3rd day of May, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2022-33

A RESOLUTION ADOPTING OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM GUIDELINES, HOUSING REUSE PLAN AND SUBORDINATION POLICY.

WHEREAS, the City of Wayne, Nebraska, has received Community Development Block Grant funds to provide assistance to low income households to improve the health and safety of their living conditions through housing rehabilitation; and

WHEREAS, the City is desirous to adopt the “Owner-Occupied Housing Rehabilitation Program Guidelines, Housing Reuse Plan and Subordination Policy” for this program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the Owner-Occupied Housing Rehabilitation Program Guidelines, Housing Reuse Plan and Subordination Policy attached hereto are hereby approved and the same shall be implemented unless otherwise modified by the Nebraska Department of Economic Development.

PASSED AND APPROVED this 3rd day of May, 2022.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne

Owner/Occupied Housing Rehabilitation Program Guidelines

PURPOSE

It is the goal of the City of Wayne to assist low-income households to improve the health and safety of their living conditions through housing rehabilitation. The Community Development Block Grant (CDBG) Owner Occupied Rehab (OOR) program plays a vital role in increasing the number of good, habitable dwelling units and improving the housing stock by providing 0% interest, forgivable loans to homeowners to rehabilitate their homes. The program will prevent the spread of blight and its influence, provide assistance to those persons of the greatest need, improve the availability and desirability of housing, discourage the abandonment or neglect of residential dwelling units, promote continued home ownership, increase the attractiveness of existing neighborhoods, and increase local employment. This program will be operated by the City of Wayne through its City Council. The City of Wayne City Council is responsible for the establishment of the following guidelines. The City of Wayne City Council has appointed NED Inc. as the Housing Advisory Council that will approve or deny homeowner application requests.

This program shall be conducted in a manner to be in compliance with the Fair Housing Act. The City of Wayne will comply with the following Sections of the Fair Housing Act and the following regulations:

Sec. 818. [42 U.S.C. 3617] Interference, coercion, or intimidation; enforcement by civil action. The City of Wayne's housing rehabilitation program does not coerce, intimidate, threaten, or interfere with any person seeking housing rehabilitation funds from the City of Wayne. The City of Wayne does not discriminate when loaning housing rehabilitation funds based on race, color, religion, sex, handicap, familial status, or national origin and has in fact adopted a Fair Housing Resolution. The City of Wayne will follow the following Code of Federal Regulations (CFR) regulations for implementing the Fair Housing Act for the Department of Housing and Urban Development (HUD) funded programs.

Refer to website: https://en.wikipedia.org/wiki/code_of_Federal_Regulations

Title 24 CFR 100 Subpart C provides the City of Wayne's housing rehabilitation program with interpretations of conduct that is unlawful under section 805. The City of Wayne will follow these interpretations when providing financial assistance for the rehabilitation of a dwelling. The City of Wayne does not discriminate when loaning rehabilitation funds based on race, color, religion, sex, handicap, familial status, or national origin and has, in fact, adopted a Fair Housing Resolution.

Title 24 CFR 100 Subpart D provides the City of Wayne's housing rehabilitation program with guidance to permit handicapped persons reasonable modifications of the existing dwelling that is being rehabilitated.

Title 24 CFR 100 Subpart F provides the City of Wayne's housing rehabilitation program with guidance of conduct that is unlawful under Section 818 of the Fair Housing Act.

Title 24 CFR 107 is used to take action necessary and appropriate to prevent discrimination because of race, color, religion, sex, handicap, familial status, or national origin. Under this section the City of Wayne insures that all legal documents contain provisions regarding discrimination. The City of Wayne maintains racial, national origin and sex data required by the department in connections with its programs.

Title 24 CFR 110 sets forth regulations regarding the purpose and location of posters. The City of Wayne has its posters prominently displayed, and of proper size, so they can be read by all persons seeking housing. The City of Wayne letterhead and all housing brochures bear the Fair Housing logo.

1.0 Applicant Eligibility

1.1 General (Conflict of Interest)

No member of the governing body, official employee, agent or member of their immediate family of the City of Wayne who exercises policy, decision-making functions or responsibilities in connection with the planning and implementation of the housing rehabilitation program shall directly or indirectly

benefit from this program, unless the Nebraska Department of Economic Development (NEDED) has granted written exception to that member. This prohibition shall continue for one year after an individual's relationship with the City of Wayne or NENEDD ends. Any other employee, officer, or board member may be eligible, but will be treated no differently in the determination of applications accepted for funding. Enclosed with this person's application shall be a statement of disclosure which outlines the nature of the possible conflict and a description of how the public disclosure was made. Included will also be verification that the affected person has withdrawn from the active involvement in any housing rehabilitation grant related issues.

1.2 Income Eligibility

Households receiving assistance under this program will be at or below 80% of the Area Median Income (AMI) CDBG Funds for the city in which they receive assistance as established by the Department of Housing and Urban Development (HUD). Annual anticipated gross income (as defined in 24 CFR 5.609) is the gross income of all adult household members that is anticipated to be received during the upcoming 12 months. Third-party verifications and various credit checks, recent pay stubs and tax returns will determine the applicant's eligibility for the program. For the purposes of confidentiality, a statement by the Housing Specialist, who has been presented with adequate documentation to verify that program participants meet the income thresholds as defined by HUD, shall be deemed sufficient to document low-income status when applications are presented to the NED Inc. Board.

2.0 PROPERTY ELIGIBILITY

2.1 Location

The housing units to be rehabilitated will be located in the City of Wayne's service area, and are subject to limitations set by HUD's CDBG grant rules. The City of Wayne service area is defined as the corporate city limits of Wayne, NE. Housing units to be rehabilitated cannot be located within a Special Flood Hazard Area (SFHA). The units must also abide by all other policies set forth in these guidelines.

2.2 Unit Characteristics

Only owner-occupied (primary residence), single family housing units, which are currently in substandard condition, will be eligible for rehabilitation. Mobile homes, housing connected to other space used for commercial purposes, and rental properties are not eligible for assistance. Housing units located within a Special Flood Hazard Area will not be eligible for assistance. Duplexes are eligible for assistance if one unit is owner-occupied (primary residence) and rent is charged for the other half of the duplex, which counts toward the applicant's household income. Land contracts, real estate contracts, and life estates are not eligible for the housing rehabilitation program. Homeownership is determined by obtaining and reviewing a copy of the filed property deed. The homeowner is responsible for the completion of the Homeowner Property Title Verification form included in the application.

2.3 Taxes

Property taxes must be paid current at the time the application is submitted. Property taxes must be kept current throughout the homeowner's forgivable loan repayment period in order to remain in compliance with the program.

2.4 Insurance

Owner-occupants are required to carry a basic property insurance policy of at least one hundred (100%) of the unit's replacement cost. All proceeds resulting from insurance must be applied toward the cost of needed repairs to the home. Documentation of repairs completed must be provided. At the City of Wayne's discretion insurance proceeds may be held pending the completion of the repairs. The above-referenced insurance coverage must be carried on the unit for the entire duration of the rehabilitation loan term. The City of Wayne will be named as a loss-payee on all insurance policies.

2.5 Types of Improvements

All units must be improved to meet the NEDED Minimum Rehabilitation Standards at the completion of the rehabilitation. The following items listed are eligible expenditures to bring a unit up to NEDED Minimum Rehabilitation Standards:

Structural Repairs: Foundations; sagging or rotting beams; joists and columns; stairs and porches; roofs; chimneys; and floors.

Modernization of: Plumbing and plumbing fixtures; furnace and water heaters; and lighting and wiring.

General Interior Renewal and Modernization to: Wall, ceiling and floor repair; painting and paneling; **(no lead based paint will be used)** room rearrangement; additions to alleviate over-crowding conditions.

Energy Conservation and Weatherproofing: Ceiling and wall insulation; window and door repair or replacement; caulking and weather-stripping; installation of storm windows and doors; roof covering removal and installation; siding and trim painting or replacement.

The correction of Minimum Rehabilitation Standard deficiencies is given top priority in the rehabilitation process.

The following items can also be included in the rehabilitation work **if funding is available** and these items contribute to the health, safety and/or well-being of the occupant, or the items contribute to the structural integrity or long-term preservation of the unit:

Handicap accessibility items; painting **(no lead based paint will be used)**; paneling; carpeting; improving clothes closets or shelving; improving kitchen cabinets; air conditioning; sidewalk repair.

3.0 MINIMUM HOUSING REHABILITATION STANDARDS/CODE ENFORCEMENT

3.1 Condition

At the completion of rehabilitation, units must comply with the NEDED Minimum Rehabilitation Standards. The unit's condition must be such that it can be rehabilitated at a reasonable cost. (See Section 4.6 of the guidelines.)

Lead-Based Paint Hazard Control:

Lead-based paint removal or remediation will be completed in accordance with HUD's Lead Safe Rule.

Hazardous Conditions:

Hazardous conditions are subjective, but generally are defined as urgent health and/or safety issues as determined by the Housing Specialist on a case-by-case basis. Program participants, shall receive as part of the application packet, a copy of the HUD brochure entitled "Protect Your Family from Lead in Your Home" regarding information about lead-based paint. The signed receipt of this brochure by the program participant will be documented in the application.

3.2 Lead-Based Paint Hazard Evaluation and Reduction

The following evaluation and reduction process will be utilized in order to comply with HUD's Lead Based Paint Regulation, eliminate lead hazards and achieve lead clearance in affected homes in a manner consistent with the 2012 HUD Lead Paint Guidelines, to repair, restore, or remodel a home.

It is the intent of the Housing Program to eliminate lead hazards and achieve lead clearance in affected homes in a manner consistent with the 2012 HUD Lead Paint Guidelines, to repair, restore, or remodel a home.

Hazardous Conditions: Hazardous conditions are subjective, but generally are defined as urgent health and/or safety issues as determined by the Housing Specialist on a case-by-case basis. Program participants, as part of their application packet, shall receive a copy of the HUD brochure titled "Protect

Your Family from Lead in Your Home” which provides information about lead-based paint (LBP). A signed receipt from the program participant of this brochure will be documented in the application.

1. Work under \$5,000- “Do No Harm”

For work completed that is under \$5,000, safe work practices must be followed for all rehabilitation activities. Any paint disturbed during the rehabilitation work must be repaired, and clearance of the worksite must be performed.

2. Work between \$5,000 to \$25,000-Risk Assessment and Interim Controls

For work completed that is between \$5,000 to \$25,000, the Housing Specialist may presume the presence of lead and perform standard treatments OR may complete interim controls.

Presume Presence of Lead and Perform Standard Treatments

If lead-based paint and/or lead-based paint hazards are presumed to exist, standard treatments must be carried out for the entire unit. Standard treatments include: paint stabilization; making horizontal surfaces smooth and cleanable; correction of dust generated conditions; treatment of bare soil exceeding 9 square feet; ensure safe work practices are performed while completing the work; and the unit must pass clearance.

Interim Controls

Interim controls must be performed on hazards identified by the risk assessment. Any paint disturbed during the rehabilitation work must be repaired. Interim controls include: paint stabilization; dust removal; preventive maintenance that keeps lead hazards from developing; treating some or all friction and impact surfaces; and covering contaminated bare soil. (Note: if there is more than 9 ft² of bare soil, which has not been tested, soil treatment is required (24 CFR 35.1330). Bare soil can be covered with appropriate treatments such as gravel, wood chips, sod, or permanent covering.)

A person performing interim controls must be trained in accordance with the hazard communication standard for the construction industry issued by the U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) per guidelines at 24 CFR 1926.59, and either be supervised by an individual certified as a lead-based paint abatement supervisor or have successfully completed one of the following lead-safe work practices courses noted below. Supervision or lead-safe work practices training are not required for work that is considered to disturb painted surfaces less than the de minimis limits as set forth in 24 CFR 35.1350(d).

Lead-safe work practices courses include:

1. A lead-based paint abatement supervisor course accredited in accordance with 40 CFR 745.225;
2. A lead-based paint abatement worker course accredited in accordance with 40 CFR 745.225;
3. The Remodeler's and Renovator's Lead-Based Paint Training Program, prepared by HUD the National Association of the Remodeling Industry; or
4. Another course approved by HUD for this purpose after consultation with the U.S. Department of Environmental Protection Agency (EPA).

3. Work over \$25,000-Interior Risk Assessment; Abatement; and Exterior Stabilization

For work completed that exceeds \$25,000, the Housing Specialist may presume the presence of lead and perform full abatement OR perform an interior risk assessment that includes abatement and exterior stabilization.

Presume Presence of Lead and Perform Full Abatement

If lead-based paint and/or lead-based paint hazards are presumed to exist, the surfaces being disturbed during rehabilitation and all applicable surfaces - deteriorated, friction, impact and accessible (chewable) surfaces and bare soil surfaces in excess of 9 ft² must be abated.

Interior Risk Assessment; Abatement; and Exterior Stabilization

If lead-based paint and/or lead-based paint hazards are not presumed to exist, a risk assessment will be completed and surfaces that are painted with LBP that are disturbed during the rehabilitation, and those hazards identified by the risk assessment, must all be abated. Abatement includes: removing lead-based paint from surfaces, enclosure methods, removing and replacing components painted with lead-based paint and removing and replacing contaminated bare soil exceeding 9 ft² in area. Abatement methods that last 20 years are considered to be permanent.

3.3 Relocation Policy

Relocation for the homeowner is voluntary (reference 49 CFR 24.101). If temporary relocation should be deemed necessary through the Risk Assessment, the program will pay up to \$500 for out of pocket expense to ensure the health and safety of the residents. The homeowner will be notified before rehabilitation begins that the maximum amount for relocation expenses is \$500. If the homeowner participates in the program, they voluntarily accept the \$500 limit for relocation expenses. The owner-occupant must provide receipts and the receipts must be reviewed and approved by the City of Wayne in order for the owner-occupant to be reimbursed. In cases where either voluntary or involuntary acquisition is anticipated, DED will be contacted prior to any action.

3.4 Environmental Concerns

Agencies requiring compliance with historic designations, floodplains, archeological significance, etc. will be consulted prior to action or rehabilitation being implemented on the unit. A unit determined by such agencies to have compliance issues will be rehabilitated only in accordance with predetermined guidelines for such actions.

3.5 Radon Mitigation Policy

Homeowners will be provided with a Radon test kit, a copy of the EPA "A Citizen's Guide to Radon" Pamphlet and a map with contact information of Public Health organizations in their area.

4.0 Type of Financial Assistance

4.1 Loan Program

An applicant's gross annual income and net worth of assets will be calculated based upon the Technical guide for Determining Income and Allowances for the HOME Program, Second Edition, Chapter Three – Calculating Annual Gross Income. An annual Income Worksheet based upon applicant's anticipated gross annual income will be created.

The City of Wayne will provide current income thresholds to the applicant. These thresholds are set annually by HUD. Refer to www.huduser.org/portal/datasets/il.html. Current income thresholds can be found on NEDED website at <https://opportunity.nebraska.gov/programs/community/cdbg/#lmi>

The loan program consists of a 0% interest rate forgivable loan for 100% of the rehabilitation costs. This loan will be forgiven at the rate of 1/5th of the principal per year starting from the date the rehabilitation work was completed and the loan paperwork and amortization schedule have been generated. The loan term is 5 years (60 forgivable payments). This meets the minimum imposed affordability period.

The loan amount is based in direct relation to the amount of rehabilitation provided to borrower(s), in an amount up to \$25,000. This amount can be limited or exceeded by the City of Wayne City Council after consideration of all relevant information, including that found within Section 4.6 – Economic Feasibility for Rehabilitation. (Refer to 24CFR35, Subpart J). Although decisions of the City of Wayne City Council in such cases are based upon some subjective considerations, there must be a sound factual basis for the City of Wayne City Council to approve expenditures of more than \$25,000 per dwelling unit. Such decisions shall be made only upon recommendation of the Housing Specialist who must ensure adequate documentation is in the file to show the rationale behind such decision.

The affordability period will be ensured by a Deed of Trust, in the amount equal to the loan amount and will be placed on the property at the time the homeowner (s) signs the Promissory Note. This lien, in favor of the City of Wayne will take a subordinate position to all existing liens. At the request of the borrower, future equity loans that require a release or subordination of the City of Wayne lien will require the balance to be paid off unless the City of Wayne City Council received a written explanation of need and issues a waiver of this clause. **All subordination requests will follow the City of Wayne's subordination policy (attached as Appendix B).** The homeowner is required to pay all closing and filing costs associated with the refinance and subordination. The City of Wayne City Council will determine whether a request for loan subordination is approved or denied.

The property must be the borrower(s) primary residence throughout the duration of the loan term. In the event the borrower(s) or his/her heirs sell or transfer said property, the net sale proceeds less all other superior loans and liens on the property will be applied to satisfy the unpaid balance of the loan. If the property becomes non-owner occupied, is vacant for a period or more than 90 days, or is converted to rental property, the loan will be in default. With the loan being in default whole of said principal sum remaining unpaid shall immediately become due and payable. The Housing Specialist may re-inspect the property, at any time throughout the duration of the loan term, to ensure that the property is the borrower(s) primary residence. Property owners will be given proper 24 hour notification prior to inspection.

4.2 Loan Payments

Loan recipients who are to make payments to the City of Wayne are required to use the Automated Clearing House (ACH) method for monthly loan installments. Recipients are required to fill out and submit the ACH form to the City of Wayne, thus authorizing this payment method. Payments will start on the 1st of the month, as indicated in the loan closing documents. Loan repayment shall become due and payable up to the amount of net proceeds, if any, in the event borrower or his or her heirs shall sell, rent or otherwise convey the said property, or should the borrower(s) not occupy the said property as their primary residence according to the terms of Section 4.1 – Loan Program. Recapture provisions are utilized, therefore the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG funds) and any closing costs.

4.3 Late Payments: If the principal of the Note is not paid during the calendar month which includes the date due, the loan recipient shall pay a \$10.00 late fee per calendar month. If a loan payment is late on three occasions, the loan will be in default.

4.4 Leveraged Income Sources

Additional funding may be available for applicants through other sources that provide weatherization and housing rehabilitation programs, such as USDA Rural Housing Programs: Direct Loan Program (Section 502), Home Repair Loan and Grant Program (Section 504), Nebraska Energy Office Low Interest Loan, Northeast Nebraska Community Action Partnership Weatherization Program, Central Nebraska Community Services Programs, and Making Homes Accessible.

4.5 [Reserved]

4.6 Economic Feasibility for Rehabilitation

If it is determined that the cost of rehabilitation of a unit is so great that the expenditure of program funds upon it is not justified, the project is deemed not economically feasible. The determination shall be made by the City of Wayne City Council after reviewing the opinion of the Housing Specialist.

A property is generally not economically feasible for rehabilitation if any one of the following criteria applies (criteria is intended as a guide and not as absolute determinants):

1. The estimated cost of rehabilitation exceeds \$25,000 in CDBG Funds.
2. The estimated cost of rehabilitation exceeds \$25 per square foot of floor space (considering livable floor space of the entire unit).

If the property exceeds any of the above listed criteria, the NED inc. board shall review the application. The NED inc. board will render one of the following decisions;

1. The project is deemed not economically feasible and ineligible for funding. If the NED inc. board render the decision of not economically feasible, the applicant may request reconsideration at which time he/she may present evidence in favor of the project.
2. The project may be approved with a funding limitation of energy efficiency and/or health or safety factors. Funding limitation and unit would still meet Housing Quality Standards (HQS)/NEDED minimum rehabilitation standards.

3. The project may be delayed for further study and possible consideration.
4. If the project is deemed not economically feasible because it is inhabitable, the Wayne City Council will consider providing alternative assistance to the homeowner, such as replacement housing of an existing unit in the community or for new construction at the existing unit location. An amendment approved by NEDED would be needed to change the sources and uses of grant funding. All inspections and procedures for the down payment assistance activity would apply. Newly constructed homes, if applicable, must meet or exceed the 2009 (or most current) International Energy Conservation Code. Building specifications must be approved by the Nebraska Energy Office.

4.7 Per Unit Rehabilitation Limitations

1. The estimated cost of rehabilitation will not exceed \$25,000

4.8 Foreclosure

Lender shall give the notice in writing to Borrower(s) following Borrower's breach of any covenant or agreement in the Note and the Deed of Trust of which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Borrower(s) by which the default must be cured and (d) failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured, the Deed of Trust and resale of the property. Upon acceleration of the sum secured and resale of the property, the City of Wayne shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, the City of Wayne fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to be recaptured by the City of Wayne

4.9 Bankruptcy

In the event Borrower becomes a bankruptcy debtor, or voluntarily offers to creditors terms of composition, or in the event a receiver is appointed to liquidate and wind up the affairs of Borrower, Lender may declare due and immediately payable all unpaid loan installments and shall have a claim therefore which shall be considered liquidated damages and shall constitute a debt provable in bankruptcy or receivership.

5.0 APPLICATION PROCESS

5.1 Application Process

In order to obtain an application, the applicant must call or visit the Wayne Community Housing Development Corporation (WCHDC), City Offices, or online on the WCHDC website. The application will consist of sections regarding household size and composition, income, legal description of the property, and net worth. Only complete, original, and signed applications containing all information and required documentation that are received in the Northeast Nebraska Economic Development District (NENEDD) office at 111 South 1st Street, Norfolk, NE 68701 will be processed. *Electronic copies received via e-mail or fax will not be processed until the original application is received via postal mail or delivered in person to NENEDD's office.* During the application review, NENEDD staff will recommend and refer those applicants who qualify for other programs, to agencies such as Northeast Nebraska Community Action Partnership, Central Nebraska Community Services and USDA Rural Development. Applications are accepted year round on a first-ready, first-serve basis. Any re-use funds generated by the program must be used prior to the grant funding.

5.2 Return Beneficiaries

Owner-occupants are eligible for additional assistance; however, priority will be given to applicants that have not received prior funding. The request for additional funding will be evaluated by the housing specialist on a case-by-case basis. Owner-occupants, who satisfy current program requirements and move into another eligible unit in a community within the service area, will be considered eligible for the program on a case-by-case basis.

5.3 Preliminary Inspection

Once income eligibility has been determined, the applicant will be contacted by the Housing Specialist to arrange a time to conduct the preliminary inspection. At the time of the preliminary inspection, the Housing Specialist will obtain any additional information needed to complete the application process. The Housing Specialist performs the preliminary inspection to provide more specific information for the Work Write-Up form. The Work Write-Up form is a detailed listing of all improvements to be made to the unit. It enumerates all materials, labor needed, and the estimated cost of materials/labor for the project. The estimated project costs along with the value of the property and existing mortgage on the property determines the economic feasibility of the rehabilitation project. These factors provide a good indication of whether the house is economically feasible for rehabilitation.

5.4 Procedure for Approval or Denial

Completed applications will be presented to the NED Inc. board in the order in which they are received. Applications will not be presented to the NED inc. board until the applicant has signed the Housing Rehabilitation Guidelines Acknowledgment form and it has been returned to the Housing Specialist. Complete applications will be presented to the NED inc. board at its next regular meeting, which is normally held the last Wednesday of each month. Applications are presented to the NED inc. board by applicant number. The Housing Specialist reviews and recommends each application for approval/denial to the NED Inc. board. Approved applicants are notified in writing. Denied applicants are notified in writing with an explanation for reason of denial.

6.0 LOAN CLOSING

6.1 Pre-Construction Loan Documents

Upon approval from the NED inc. board to fund a project, the Housing Loan Specialist prepares the pre-construction loan documents. The following documents are executed by the borrower(s) to secure the affordability period.

- A. Rehabilitation Loan Agreement
- B. Memorandum of Understanding
- C. Notice of Right of Rescission
- D. Acknowledgment
- E. Deed of Trust
- F. Promissory Note
- G. Loss Payee Request
- H. ACH Enrollment form (if loan is to be paid back)
- I. Primary Residence Certification

Upon signing of the above-listed documents, the Deed of Trust is filed at the Register of Deeds Office in the county in which the unit is located.

6.2 Post-Construction Loan Documents

Upon completion of construction, the Housing Loan Specialist determines the final dollar amount spent. Loan closing documents are prepared and the borrower(s) executes the following documents:

- A. Regulation Z Loan Disclosure
- B. Promissory Note
- C. Amortization Schedule
- D. ACH Enrollment form (updated information if loan is to be paid back)
- E. Promotional Use Form (Beneficiary is giving a voluntary release and authorization for publication of photos that are taken at the time of the initial inspection of the property and after the project has been completed.

The filed Deed of Trust, from the pre-construction loan documents, establishes a lien against the unit, which is maintained until the loan is forgiven at the end of the affordability period; or paid in full if recapture is triggered or the unit is sold or conveyed in any manner to another party/entity. If the loan is paid off, or the unit is sold or conveyed to another party/entity, a Deed of Reconveyance will be filed

at the Register of Deeds Office in the county in which the unit is located, thus removing the lien established by the filed Deed of Trust.

6.3 Close Out

The City of Wayne shall maintain and keep all applications as well as all other required documents, records and other evidence in conformance with CDBG regulations.

7.0 CONSTRUCTION PROCESS

Upon decision by the NED inc. board to fund rehabilitation projects the following steps will be taken:

1. The City of Wayne enters into a loan agreement with the applicant. No action is taken by NENEDD staff until the Right of Rescission period (not less than 3 business days) has expired. After that time, NENEDD staff will file all necessary liens, etc. (See Section 6.1 Pre-Construction Loan Documents).

2. The Housing Specialist requests a lead inspection/risk assessment be conducted on the property.

3. The Housing Specialist reviews the lead risk assessment report and revises the initial work write-up to address any lead hazard items listed in the lead report.

4. The Revised work write-up is sent to the applicant for signature along with bid sheets and work specifications. Applicant signs the Work Write-up form indicating that he/she understands the work the City of Wayne may fund and cost limitations.

5. Applicant obtains a minimum of two official bids of contracted work to be performed. At the request of the applicant, the Housing Specialist may assist the applicant in obtaining these bids. All work must be performed according to specifications prepared by the Housing Specialist. Contractors are required to provide proof of workman's compensation insurance (if applicable) and general liability insurance in the amount of \$500,000 in addition to furnishing the Housing Specialist with two verifiable references from prior rehabilitation/remodeling jobs that have been satisfactorily completed. The building contractor is required to provide proof of current lead certification if applicable to the rehabilitation project. The contractor is also required to provide proof of contractor registration with the Nebraska Department of Labor and System for Award management (SAM).

6. Homeowner selects a contractor from bids received. The Housing Specialist approves all bids before any work commences. The City of Wayne will only fund the dollar amount of the accepted/approved bid. All charges above and beyond the accepted/approved bid can only be funded if an approved Change Order form (provided in contract) is executed and adequate funding is available. The Change Order form must be signed by the homeowner, the contractor and the Housing Specialist. If a change Order is not executed and/or funding is not available, the additional charges are the responsibility of the homeowner. (See Number 11 below for explanation of Change Orders).

7. A pre-construction conference is held with the applicant and selected contractor(s), at which time the applicant and contractor enter into a contract agreement. The original contract is filed with the Housing Specialist. Only contracts approved by the NED Inc. Board of Directors and prepared by NENEDD staff will be accepted.

8. The Housing Specialist issues the Notice to Proceed to the contractor(s).

9. The contractor(s) perform work and documented inspections are performed throughout the project by the Housing Specialist. As work progresses, the Housing Specialist may perform frequently unscheduled inspections.

10. Contractors are paid on a bi-monthly basis by the City of Wayne unless otherwise notified. To receive payment, contractors are required to submit a Payment Voucher form (provided in the contract) and an original invoice to the homeowner who must sign the Payment Voucher. The Payment Voucher is then filed with the Housing Specialist. Upon approval by the Housing Specialist, the City of Wayne will issue a check payable to the contractor and mail it directly to the contractor. No

payment will be made for materials that are stored on site. The Housing Specialist can authorize payment to the contractor, without prior approval of the homeowner, if an inspection of the work is completed and it is determined by the Housing Specialist that the work meets project specifications and NEDED Minimum Rehabilitation Standards.

It is expressly understood that the City of Wayne may from time to time activate its line of credit in order to expedite payment to contractors in a timely manner. It is also understood the interest accrued from the time payment is made to the contractors and the date the City of Wayne receives reimbursement from the State of Nebraska will be considered a general administration expense of the project and will not be charged to the homeowner.

11. Change Order: If necessary, a Change Order form is completed if changes in the scope of work are agreed upon subsequent to signing of the contract. The change order will explain the requested change and the increase/decrease in the overall contract amount. These written change orders require concurrence of the City of Wayne Housing Specialist, the homeowner, and the contractor.

12. The Housing Specialist will perform a final inspection to ensure that all repairs have been completed according to the contract specifications. Upon completion of this final inspection, the Housing Specialist and the homeowner(s) will sign the Certificate of Final Inspection/Acceptance of Work. If the Housing Specialist determines the work has not met contract specifications or NEDED Minimum Rehabilitation Standards, the contractor is not approved for final payment. The Housing Specialist conducts a meeting with the homeowner(s) and contractor at which time a list of necessary corrections/modifications is discussed. The Housing Specialist allows a specific amount of time for the contractor to make the corrections/modifications. If the corrections/modifications are not made by the contractor within the timeframe agreed upon, the Housing Specialist will hold payment in the dollar amount of the items that do not meet NEDED Minimum Rehabilitation Standards. This dollar amount will be made available to the homeowner to pay for another contractor.

13. Final pay request if filed. The contractor must sign a Lien Waiver (provided in the contract) after final payment has been received.

14. Final payment is made to the contractor.

15. The contractor is required to warranty all workmanship for a period of one (1) year from the date of work completion. The contractor will forward all material warranties to the homeowner upon completion of work. Once the Certificate of Final Inspection/Acceptance of Work has been signed by the homeowner(s) and Housing Specialist, all discrepancies or disputes in regard to completed work/warranties shall be resolved between the contractor and homeowner(s).

8.0 GRIEVANCE PROCEDURES

In the event that any applicant feels he or she has been unfairly treated or discriminated against during the process of selection of projects to be funded, excluding the determination of ability to secure a home mortgage loan from a financial institution, or within any other segment of this DHA Program, the applicant may appeal the decision of the NENEDD staff to the City of Wayne for their consideration.

The appeal must be submitted in writing to the Mayor of the City and postmarked within 14 calendar days of the Housing Loan Specialist's decision. The City Council will act to support or overturn the Housing Loan Specialist's decision at the next regularly scheduled council meeting after receipt of the written appeal. A written response will be provided to the applicant by the City within 30 days of their decision. The City Council will have final authority in the decision.

NDDED will be notified of any grievances that the grantee receives which are not resolved by the grantee's standard grievance procedures. In some cases, it may be necessary to use a neutral party as mediator between the homeowner, the grantee, and the grant administrator. The third-party mediator cannot be the grantee administrator or a member of the grantees' decision-making

council. A member of one of the Economic Development Districts throughout the State of Nebraska would be utilized as the third-party mediator.

Appeals regarding loan ability shall be made to the financial institutions in accordance with their procedures.

9.0 AMENDMENTS TO PROGRAM GUIDELINES

In an ongoing effort to improve the quality of the City of Wayne Housing Rehabilitation Program, the City of Wayne City Council will accept suggestions from the public, program participants, contractors, program staff, or members of the City of Wayne City Council with regard to program guideline amendments. All suggestions received will be taken under consideration by the City of Wayne City Council. Upon approval of NEDED and adoption by the City of Wayne City Council, the amendments will be included in the program guidelines.

10. OFFICIAL CONTACT OFFICE

The place of contact for this program shall be at the office of the WCDHC, 108 W. 3rd Street, Wayne, NE 68787. Any grievances, suggestions, or requests for information should be directed to this office. This in no way shall be construed to limit other interested parties from distributing information about the program or receiving suggestions for amendments to the program. All grievances shall be directed to the City of Wayne in writing.

11.0 MARKETING

The City of Wayne's affirmative marketing procedures include but are not limited to marketing to local residents and households identified to be potentially eligible but least likely to apply. Marketing may include but is not limited to: advertisements in newspapers, notices posted on the City of Wayne and WCDHC websites, social media posts, utility bill enclosures, news briefs which are e-mailed to banks, community members, and community organizations, as well as public posting and brochures in areas where interested persons visit on a daily basis.

12.0 REPORTING REQUIREMENTS

NENEDD staff will prepare and submit (if required) to the Nebraska Department of Economic Development a semi-annual status report detailing activities undertaken, applications received and in progress, applications approved, closings held and funds obligated and expended.

13.0 LIMITED ENGLISH PROFICIENCY (LEP)

It is the policy of the grantee to take reasonable steps to provide meaningful access to its programs and activities for persons with Limited English Proficiency (LEP). In accord with and as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons," published in the Federal Register on January 22, 2007, and which became effective on March 7, 2007 ("HUD LEP Guidance").

Supporting documentation will include all of the following (1) information identifying the LEP representative for the Grantee, including the representative's name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Grantee will take during the course of the grant to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, Grantee will prepare and submit to the Department, a Language Access Plan ("LAP") that includes all elements of an effective LAP as defined by HUD.

The Grantee will also keep records of requests for LEP services, and all LEP services provided by Grantee during the course of the grant. Grantee must submit documentation to the Department demonstrating LEP services provided.

14.0 PROGRAM INCOME REUSE PLAN

See Appendix A

HOUSING REHABILITATION GUIDELINES APPROVAL

These housing guidelines are hereby approved by action of the City Council of the City of Wayne this _____ day of _____, 2022.

Cale Giese
Mayor, City of Wayne

Mayor, City of Wayne

Date

These housing guidelines are hereby approved by the Nebraska Department of Economic Development (NEDED) this _____ day of _____, 2022.

NEDED Representative

NEDED Representative

Date

City of Wayne
Housing Reuse Plan for Recaptured and Program Income Funds

Program income and/or recaptured funds (reuse funds) generated through the repayment of loans and interest earned will be used, after the grant period has ended, to continue to fund additional housing related activities within the city limits of Wayne. See addendum A for a list of grants that have created the reuse fund, which will be updated as grants are awarded. Each funding source and housing activity will be independent of each other and follow the most current Nebraska Department of Economic Development (NEDED) and council/board approved housing guidelines.

1. The Grantee will use program income directly generated from the use of CDBG funds to further affordable housing programs eligible under the CDBG Program.
2. Program income funds are those funds returned to the Grantee during the Affordability Period when the property is sold or is no longer the initial or subsequent homeowner's principal residence.
3. Program income funds must be utilized for the current project if the project has not been completed. This program income received must be applied to the current project prior to requesting additional CDBG funds.
4. The Grantee understands that if program income is utilized for another housing related activity, other than for the same activity from the Project which generated the program income, then the Grantee will be responsible for developing and utilizing new Program Guidelines for the new eligible activity.
5. Administrative costs, including those associated with general administrative and housing management, taken from the housing program income account cannot exceed 10% of the program income receipted during a semi-annual reporting period, of that amount:
 - i. General Administration cannot exceed 5%.
 - ii. Housing Management cannot exceed 5%.
6. If recapture provisions are utilized for the Project and program income is received, then the amount recaptured cannot exceed the net proceeds. Net proceeds are the sales price minus superior loan repayment (other than CDBG funds) and any closing costs.
7. All program income will be returned to the NEDED for reuse unless DED offers the option to the Grantee to retain the program income or the NEDED approves the grantee's Program Income Reuse Plan prior to receiving release of funds. No amendments to the program or reuse plans can be made without prior approval by the NEDED.

This housing reuse plan is hereby approved by action of the City Council of the City of Wayne this _____ day of _____, 2022.

Mayor, City of Wayne

Date

This housing reuse plan is hereby approved by the Nebraska Department of Economic Development this _____ day of _____, 2022.

NEDED Representative

Date

Appendix A

City of Wayne

Subordination Policy

- A. Maximum combined 80% Loan to Value policy on all "Cash Out" refinances or home equity loans where the City of Wayne remains in current lien position.

- B. Maximum combined 100% Loan to Value on "No Cash Out" refinances where the City of Wayne remains in current lien position.

** All subordination documents must be provided by the lender requesting subordination.**



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 2, 2022

City of Wayne
Attn: Cale Giese
306 Pearl Street
Wayne, Nebraska 68787

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Fairgrounds Avenue/Recreational Development Master Plan (the "Project")
Master plan concepting for extension of Fairgrounds Avenue and Recreational
Development on the southeast side of Wayne.

Dear Mr. Giese:

It is our understanding that the City of Wayne ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: (more specifically described in "Scope of Services" attached hereto). Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 9, 2022
Anticipated Completion Date: August 1, 2022

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Twenty-Eight Thousand Six Hundred and Fifty dollars (\$28,650). Olsson's reimbursable expenses for this project are included in the lump sum. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Matthew Smith
Matthew Smith, PE

By Korey P. Schulz
Korey P. Schulz, PLA, ASLA, Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF WAYNE

By _____
Signature

Print Name _____

Title _____

Dated _____

- Attachments
General Provisions
Scope of Services

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 2, 2022 between City of Wayne ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson

harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the

construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with

diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any

fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent

professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed

in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in

employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and

photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous

Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s)

or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 2, 2022 between City of Wayne (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Wayne, Nebraska

Project Description: Fairgrounds Avenue/Recreational Development Master Plan

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Survey

Topographic Survey

Olsson will create a topographic base map using the survey shots and gathering topographic data. These shots will include back of curb, face of curb, sidewalk, building edges, roadway centerline, marked/visible utilities, and storm/sanitary sewer flow lines within the project area defined by exhibit A (excluding existing baseball/softball fields).

This base map will include a surface map with 1’ contour intervals.

Preliminary Design Services (Master Planning)

Project Kick-Off / Research / Programing

Olsson will meet with the client to review scope, schedule, key milestones, and project roles throughout the project. The project area will be as shown on the attached exhibit A. Olsson will review relevant codes, and ordinances for the project site along with exiting land uses.

Olsson will assemble a base map to prepare required plan documents, using data from available public sources and the topographic survey.

Olsson will meet with the client to review project goals, direction, and high level programing. The preliminary program will include recreational, single family, multifamily and other uses.

Concept Plan

Olsson will prepare a maximum of three (3) site master plan concepts for the project area. Master plans will incorporate approved final program.

Olsson will meet with client to present master plan concepts. The client will provide written and verbal feedback on revisions and concept selection; Olsson will revise one (1) master plan for the project area, per client comments. Olsson will prepare an overall rendered final master plan with legend and site element descriptions.

Olsson will develop a preliminary grading plan for the selected master plan. Grading plan will include 2-foot contours.

Master plan graphics will be hand-developed, color rendered plans.

Meetings: This phase includes the following meetings:

- One (1) Project Kickoff, Programing Meeting (in person)
- One (1) Concept review meeting (virtual meeting)

Work Products: topographic survey, concepts; final master plan concept, preliminary grading plan.

PROJECT EXCLUSIONS

The following items, in addition to any items not specifically listed above are not included in this proposal but can be provided under a supplemental agreement:

- 3-Dimensional Modeling
- Schematic, Design Development and Construction Plans
- Site Survey
- Virtual Reality Simulations
- Additional meetings & conferences

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

