

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
November 7, 2023**

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 – October 17, 2023](#)
4. [Approval of Claims](#)
5. [Action on the Mayoral Appointment of Jill Walling to the Library Board to fill out the term of Sarah Lentz — Heather Headley, Library Director](#)
6. [Action on Contractor’s Application for Payment No. 1 in the amount of \\$195,567.30 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project” – Roger Protzman, JEO Consulting Group, Inc.](#)

**Background: This is for work completed and approved by the engineer on this project.**

7. [Public Hearing: Application for a Class CK \(on and off sale and catering\) Liquor License — Webber Hospitality, LLC, d/b/a “Geno’s Steakhouse & Lounge”](#)

**Background: Councilmember Webber and her husband, Stephen, have purchased Geno’s and have made application for a Class CK (on and off sale and catering). Retail liquor license holders that have a Class K (catering) license are allowed unlimited special designated liquor licenses (SDLL) and are not required to pay the \$40 fee to the Liquor Commission and the City. A SDLL is required to sell alcoholic beverages at another location other than the licensed premises for a special event.**

8. [Resolution 2023-76: Approving Application for a Class CK \(on and off sale and catering\) Liquor License — Webber Hospitality, LLC, d/b/a “Geno’s Steakhouse & Lounge”](#)
9. [Resolution 2023-77: Accepting bid and awarding contract on the 2023 Pool Painting/Sandblasting Project](#)

**Background:** This action was tabled from last meeting to collect more information on warranty and process. Staff talked with both contractors about their submitted bids and feels it would be best to hire Mighty Duck-Steele Pool Co. Staff spoke with Jeff Steele about the work Mighty Duck had already completed at the pool; he agreed to reduce the bid price by the amount of work (some caulking) already paid. Staff also talked to Bierman about their bid and they still will not warranty any of the painting. Mighty Duck-Steele Pool will warranty for 3 years. The final cost for Mighty Duck-Steele Pool (after deducting the work that has been done) will be \$45,923.50 compared to Bierman's \$44,134.99. Staff also received positive comments from other communities regarding other work done by this contractor. The contractor has worked with Sutton, Falls City, Albion, Gibbon, and Superior. Sutton and Falls City administrators were contacted and both gave positive recommendations.

10. [Action to accept certain properties owned by the Wayne Community Redevelopment Authority \(burn pit/tree pile north of former Pacific Coast Property and Road/Street in the Western Ridge Subdivision\)](#)

**Background:** These are a couple of properties that the CRA owns that they are getting no benefit from and will never likely sell to develop these properties. Staff feels it is in the City's best interest to obtain these 2 parcels.

11. [Resolution 2023-78: Approving the Agreement with Carlson West Povondra Architects for the "Community Activity Center Relocation Planning Study Project"](#)

**Background:** We reached out to Carlson West Povondra Architects (CWPA) to get a price to complete a solid estimate and visual rendering (not construction plans) of what a renovation and expansion of the FNBO building would cost/could look like. CWPA's quote is attached at \$15,000. CWPA would do that same thing they did for the current CAC expansion and renovation plans from 2022. CWPA believes they could have this information concluded by March 2024. This would give Council the opportunity to discuss placing another sales tax initiative on the 2024 primary ballot if it chose to.

12. [Resolution 2023-79: Approving "Interlocal Agreement for Funding" between the City of Wayne and Wayne County and waiving the conflict of interest for the City and Wayne County Attorney, Amy Miller](#)

**Background:** This Interlocal Agreement would be approved by the City and then sent for County approval. It explains the way the County funds would be given to the City to help offset economic development expenses (primarily personnel) over the next 3 years. Since Amy Miller is both the City Attorney and the County Attorney, the Council also needs to acknowledge and waive the conflict of interest regarding this Interlocal Agreement to which she has given advice.

13. [Resolution 2023-80: Authorizing the Application for a "Rural Economic Development Loan and Grant Program" \(REDLG\)](#)

**Background:** The Rural Economic Development Loan & Grant (REDLG) Program is open to Rural Utilities Service (RUS). The REDLG can grant up to \$300,000 to entities who have been deemed to have the "RUS" status (which Wayne's Electric system has been; see attached letter from 2021) and are willing to contribute 20%, or up to \$60,000 from its fund to assist with the financing of an eligible project. The Northeast Nebraska Public Health District (NNPHD) is planning to build a new facility and has asked if the City would be willing

to apply on its behalf. Specifics would include NNPHD receiving a \$360,000 loan from the grant, paying it back to the City over 10 years at 0% (a requirement of the grant to the City), and creating a revolving loan fund as the loan is paid back. This could be a nice supplement to the current LB 840 fund, Northeast Nebraska Economic Development RLF, and WAED's internal smaller RLF. This is a competitive process so there are no guarantees of receiving the funds.

Since its inception, NNPHD has expanded from two employees with a budget of less than \$200,000 to now having 21 employees, 24 grants/contracts, and a budget of over \$2.5 Million. NNPHD has accepted a bid to construct a 5,500-square-foot building. This building will be located North of Hopkins Eye Care off Milo Drive in Wayne, NE. This building will include employee offices, a reception area, a training room, an IT room, a wellness/breakroom, clinic space for oral health and other needed services, supply and PPE storage, bathrooms, and a drive-through garage. It is anticipated that part of the building will be available to be used by the community. The bid also includes the purchase of the lot, approximately 12,000 square feet of parking/exterior concrete, basic landscaping, sod, and sprinklers. The total construction bid cost is estimated at \$1,053,810.00. Additional costs will be furnishing the building, IT installation and upgrade costs, and telephone installation costs for a total of \$1,285,000.00. The project completion date is on or before December 31, 2024.

14. [Retreat Discussion and/or Action on the following matters:](#)
  - [First National Bank of Omaha Building](#)
  - [Update from the Community Redevelopment Authority on Housing](#)
  - [Future blighted areas in and around Wayne](#)
  - [Goals for 2024 and beyond](#)
15. [Adjourn](#)

**MINUTES  
CITY COUNCIL MEETING  
October 17, 2023**

The Wayne City Council met in regular session at City Hall on October 17, 2023, 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 Brent Pick, Terri Buck, Nick Muir, Clayton Bratcher, Jason Karsky, Matt Eischeid, and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and Attorney Amy Miller. Absent: Councilmember Brittany Webber.

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 Brodersen made a motion, which was seconded by Councilmember Karsky, to approve the minutes of the meeting of October 3, 2023, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:**

**FISCAL YEAR 2022/2023:** ACE HARDWARE & HOME, SU, 1642.46; BC VOLLEYBALL, FE, 300.00; BC VOLLEYBALL, RE, -300.00; BEIERMANN ELECTRIC, SE, 115.00; BOMGAARS, SU, 1057.89;

BSN SPORTS, SU, 327.98; CDW GOVERNMENT, SU, 4656.01; CITY EMPLOYEE, RE, 275.81; COPY WRITE PUBLISHING, SE, 491.35; COTTONWOOD, SE, 14674.97; DAS STATE ACCTG-CENTRAL FINANCE, SE, 69.73; DUTTON-LAINSON, SU, 267.07; ELKINS PORTABLE RESTROOMS, SE, 260.00; EMPLOYERS MUTUAL CASUALTY, SE, 871.76; ENVIRONMENTAL SERVICES, SE, 416.00; ENVIRONMENTAL SERVICES, SE, 562.50; FLOOR MAINTENANCE, SU, 174.04; GEOCOMM, SU, 5645.00; GLOBAL PAYMENTS, SE, 481.37; HILAND DAIRY, SE, 22.45; INGRAM LIBRARY SERVICES, SU, 348.19; JACK'S UNIFORMS, SU, 223.79; JOHN'S WELDING AND TOOL, SE, 529.83; JOHN'S WELDING AND TOOL, SE, 259.50; KTCH, SE, 810.00; LUTT OIL, SU, 6899.90; MARTINEZ, JASMINE, RE, 200.00; MERCHANT SERVICES, SE, 135.98; MERCHANT SERVICES, SE, 1503.16; MERCHANT SERVICES, SE, 6561.00; MIDWEST LABORATORIES, SE, 233.57; MUNICIPAL SUPPLY, SU, 309.72; NE STATE VOLUNTEER FIREFIGHTERS ASSOC, FE, 20.00; NEBRASKA IRRIGATION, SU, 7500.00; NPPD, SE, 8827.44; NNEDD, SE, 170.00; NORTHEAST POWER, SE, 23826.18; ONE CALL CONCEPTS, SE, 118.96; OTTE CONSTRUCTION COMPANY, SE, -40485.00; OTTE CONSTRUCTION COMPANY, SE, 40485.00; OTTE CONSTRUCTION COMPANY, SE, 40485.00; PAC N SAVE, SU, 1462.25; PAC N SAVE, SU, 812.85; PLUNKETTS, SE, 109.36; QUADIENT LEASING, SE, 655.38; QUALITY DRY CLEANERS, SE, 33.93; ROBERT WOehler & SONS, SE, 2491.25; ROBERT WOehler & SONS, SE, 646.77; SD MYERS, SE, 547.00; STATE NEBRASKA BANK, SE, 60.88; TYLER TECHNOLOGIES, SE, 3512.50; US BANK, SU, 16004.03; US BANK, SU, 6787.32; VRBA CONSTRUCTION, SE, 6450.31; WAYNE AUTO PARTS, SU, 293.72; WAYNE COUNTY CLERK, SE, 32.00; WAYNE HERALD, SE, 646.00; WAYNE HERALD, SE, 775.00; WAYNE HERALD, SE, 285.00; WAYNE HERALD, SE, 2798.05; WAYNE RURAL FIRE, RE, 464.31; WAYNE STATER, SE, 300.00; WAYNE VETERINARY CLINIC, SE, 303.00; WAPA, SE, 17832.34; WISNER WEST, SU, 49.00; WYNIA, KATIE, SE, 300.00; BAKER & TAYLOR BOOKS, SU, 561.56; BIG RIVERS ELECTRIC CORPORATION, SE, 282738.01; BLACK HILLS ENERGY, SE, 467.57; BOMGAARS, SU, 304.82; BROWN, SANDY, RE, 293.01; CITY EMPLOYEE, RE, 173.49; FAITH REGIONAL PHYSICIAN SERV, SE, 30.00; JEO CONSULTING GROUP, SE, 18169.32; JOHNSON SERVICE, SE, 732.05; NE DEPT OF REVENUE-CHARITABLE GAMING DIV, TX, 1481.17; NNEDD, SE, 1105.00; STADIUM SPORTING GOODS, SE, 36.00; VERIZON, SE, 574.71

**FISCAL YEAR 2023/2024:** AMERITAS, SE, 3286.80; AMERITAS, SE, 105.94; AMERITAS, SE, 35.00; AMERITAS, SE, 169.44; AMERITAS, SE, 72.00; APPEARA, SE, 27.12; APPEARA, SE, 56.51; APPEARA, SE, 60.76; BLACKBURN MANUFACTURING, SU, 529.05; CASEY ELECTRIC, SE, 258.71; CHAVEZ, EDGAR, RE, 500.00; CIRBA SOLUTIONS SERVICES, SU, 102.00; CIRBA SOLUTIONS SERVICES, SU, 102.00; CITY EMPLOYEE, RE, 112.00; CITY EMPLOYEE, RE, 105.20; CITY EMPLOYEE, RE, 159.00; CITY EMPLOYEE, RE, 807.66; CITY OF WAYNE, PY, 102162.03; CITY OF WAYNE, RE, 3307.02; CONTINENTAL FIRE SPRINKLER, SE, 432.90; DEARBORN LIFE INSURANCE COMPANY, SE, 2985.08; DUTTON-LAINSON, SU, 1224.08; ED M. FELD EQUIPMENT, SU, 158.70; GROSSENBURG IMPLEMENT, SU, 162.50; HAWKINS, SU, 2137.09; HILAND DAIRY, SE, 104.79; HILAND DAIRY, SE, 145.73; HIX, RYAN, SE, 50.00; ICMA, SE, 38.28; ICMA, SE, 189.32; ICMA, SE, 2149.96; ICMA, SE, 413.68; ICMA, SE, 142.75; ICMA, SE, 70.00; ICMA, SE, 127.36; ICMA, SE, 166.28; ICMA, SE, 200.00; ICMA, SE, 8605.05; ICMA, SE, 495.46; IRS, TX, 11828.39; IRS, TX, 4023.44; IRS, TX, 17203.70; KELLY SUPPLY COMPANY, SU, 241.05; LUBBERSTEDT, BRENDA, RE, 200.00; MILLER, DREW, SE, 40.00; MILLER, DREW, SE, 45.00; NDEE-FISCAL SERVICES, FE, 300.00; NE DEPT OF REVENUE, TX, 5513.70; NE ECONOMIC DEVELOPERS ASSN, FE, 150.00; NMPP ENERGY, FE, 50.00; NORTHEAST COMMUNITY COLLEGE, FE, 1000.00; OPTK NETWORKS, SE, 408.54; REDDEN, GARY, SE, 40.00; REDDEN, GARY, SE, -40.00; REDDEN, GAVIN, SE, 80.00; REINHARDT, DREW, SE, 40.00; REINHARDT, DREW, SE, 70.00; SKARSHAUG TESTING LAB, SE, 266.11; STAPLES, SU, 76.24; STATE NEBRASKA BANK & TRUST, SE, 3833.75; STATE NEBRASKA BANK-PETTY CASH, RE, 200.00; US FOODSERVICE, SU, 3078.07; WESCO, SU, 583.15; BRANIFF, MOLLY, FE, 90.00; CITIZENS STATE BANK, RE, 5063.45; CITY EMPLOYEE, RE, 71.25; CITY OF WAYNE, RE, 509.08; COLONIAL RESEARCH, SU, 350.78; FIREMAN'S ASSOCIATION, RE, 5000.00; FLOOR MAINTENANCE, SU, 398.46; FOURTH GENERATION FAMILY, RE, 12906.48; GATHJE, RICK, RE, 500.00; GERHOLD CONCRETE, SU, 953.34; GRAINLAND ESTATES, RE, 4503.01;

GROSSENBERG IMPLEMENT, SU, 564.68; JEO CONSULTING GROUP, SE, 6056.44; JOHN'S WELDING AND TOOL, SU, 111.45; JOHNSON SERVICE, SE, 732.05; JOHNSON SERVICE, SE, - 732.05; KELLY SUPPLY COMPANY, SU, 255.05; LIFE LINE SCREENING, RE, 200.00; MIDWEST ALARM SERVICES, SU, 427.86; MZRB, RE, 3300.33; NEBRASKA IRRIGATION, SE, 22418.45; NOLTE, SHANDI, RE, 5.00; O'REILLY AUTOMOTIVE STORES, SU, 68.12; OVERHEAD DOOR, SE, 406.00; PLUNKETT'S PEST CONTROL, SE, 107.64; QUADIENT LEASING USA, SE, 2691.00; SPIEKER, DWAIN, RE, 10.00; VOLKMAN PLUMBING & HEAT, SE, 7525.00

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

Mayor Giese requested Council consideration to the appointment of Nick Hawthorne to the Wayne Airport Authority Board to finish out the term of Travis Meyer (December 2028) who has resigned.

Nick Hawthorne was present to answer questions.

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, approving the appointment of Nick Hawthorne to the Wayne Airport Authority Board. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Austin Frideres, President of the Wayne Volunteer Fire Department, introduced Mario Hernandez and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the membership application of Mario Hernandez to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Austin Frideres, President of the Wayne Volunteer Fire Department, introduced Dalton Hansen and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department.

Councilmember Karsky made a motion, which was seconded by Councilmember Bratcher, approving the membership application of Dalton Hansen to the Wayne Volunteer Fire Department. Mayor

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

Irene Mock, representing the Wayne Rotary Club, was present requesting Council consideration to waiving the rental fee for the Freedom Park Shelter House on Friday, October 20, 2023, to host a Chamber Coffee from 10:00 a.m. to 11:00 a.m. The Wayne Rotary Club used district grant funds to purchase the cement ping pong table at Freedom Park. They have also been approved and have ordered a ladder ball game and a corn hole board game that will be installed shortly at the park. These are permanent outdoor games.

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, waiving the rental fee for the Freedom Park Shelter House on Friday, October 20, 2023, to host a Chamber Coffee from 10:00 a.m. to 11:00 a.m. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Katie Gannon, Outreach Coordinator with Haven House, was present requesting Council consideration to waiving the fee to use/rent the Community Activity Center basketball courts (2) for their "1<sup>st</sup> Annual Volleyball Tournament" on Tuesday, October 24<sup>th</sup>, starting at 5:00 p.m. They will be partnering with Wayne State College.

Councilmember Brodersen made a motion, which was seconded by Councilmember Pick, waiving the fee to use/rent the Community Activity Center basketball courts for their "1<sup>st</sup> Annual Volleyball Tournament" on Tuesday, October 24<sup>th</sup>, starting at 5:00 p.m. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Lowell Heggemeyer, Park and Recreation Director, reviewed the three proposals he received for sandblasting, painting, and recaulking the pool.

- Mighty Duck (Steele Pool Company) - \$49,815
- Bierman Sandblasting & Painting - \$44,134.99
- Miller Painting & Decorating - \$66,336.00

Steele Pool Company will guarantee their work for a period of 3 years as long as their company preps and cleans the pool for spring opening at a cost of \$1,000.00 per year. This company will acid wash the pool twice. The other two companies will sandblast the pool. This is considered regular maintenance.

Mr. Heggemeyer advised the Council of the steps they have taken to find where the pool might be leaking:

- They put a camera in the line;
- Sent a diver in with dye. He dove around in the deep end to see if some of the joints were sucking in the colored dye; and
- They air bagged the main line going from the deep end back to the building, and it held for an hour without dropping any air.

After discussion, Mr. Heggemeyer was directed to contact these companies and obtain more information so their proposals can be compared equally (warranty, experience, recommendations, sandblasting compared to the acid wash, etc.) and bring the same forward at the next Council meeting for consideration.

Councilmember Brodersen made a motion, which was seconded by Councilmember Buck, to table action on the proposals to sandblast, paint and re-caulk the pool until staff can get more information. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Bob Soukup of Carlson West Povondra Architects was present via zoom to answer any questions Council may have on awarding the contract on the “Wayne City Hall and Police Relocation Project” to Otte Construction for \$4,156,00.20 (base bid) with \$45,500.00 (Alternates).

After much discussion Councilmember Brodersen introduced Resolution 2023-68, and moved for approval thereof; Councilmember Karsky seconded.

#### RESOLUTION NO. 2023-66

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “WAYNE CITY HALL AND POLICE RELOCATION PROJECT” TO OTTE CONSTRUCTION, WAYNE, NEBRASKA, FOR \$4,156,000.20 (BASE BID) AND \$45,500.00 (ALTERNATE).

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

The following Resolution pertains to an amendment to the Professional Services Agreement with Carlson West Povondra Architects for additional services to include the design of audio/video systems in the City Council Chambers. This will include a new voting system. Additional services will also be provided for the specifications of a new Genetec access control system for the facility. Compensation for the additional services will be a lump sum fee of \$2,400.00.

Councilmember Karsky introduced Resolution 2023-74, and moved for approval thereof; Councilmember Buck seconded.

#### RESOLUTION NO. 2023-74

A RESOLUTION APPROVING AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CARLSON WEST POVONDRA ARCHITECTS FOR ADDITIONAL SERVICES IN THE AMOUNT OF \$2,400.00 ON THE "WAYNE CITY HALL AND POLICE RELOCATION PROJECT."

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

Administrator Blecke stated two bids/proposals were received to raze the structures at 330 S. Main Street. Staff has reviewed the same and recommends the project be awarded to Kay Contracting, Inc., for \$12,345. The other bid was from Rudebusch Excavations for \$18,410.

Councilmember Eischeid introduced Resolution 2023-69, and moved for approval thereof; Councilmember Pick seconded.

#### RESOLUTION NO. 2023-69

A RESOLUTION ACCEPTING BID AND AWARDED CONTRACT ON THE RAZING OF THE STRUCTURES LOCATED AT 330 S. MAIN STREET TO KAY CONTRACTING, INC., FOR \$12,345.

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

The following two Resolutions pertain to unpaid mowing and snow removal costs for 121 W 11<sup>th</sup> Street owned by Zachary Mildenstein and would direct the City Clerk to file liens against the property for the cost of work hired by the City to abate violations of City Code after proper notices were given to the property owner(s).

Councilmember Eischeid introduced Resolution No. 2023-70 and moved for its approval; Councilmember Brodersen seconded.

#### RESOLUTION NO. 2023-70

A RESOLUTION DIRECTING THE CITY CLERK TO CERTIFY MOWING COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON THE WEST 50' OF LOTS 1, 2, 3, AND 4, BLOCK 23, COLLEGE HILL FIRST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 121 W. 11<sup>TH</sup> STREET, WAYNE, NEBRASKA (ZACHARY MILDENSTEIN - \$1,800).

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

Councilmember Karsky introduced Resolution No. 2023-71 and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2023-71

A RESOLUTION DIRECTING CITY CLERK TO CERTIFY UNPAID SNOW REMOVAL COSTS TO THE WAYNE COUNTY CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON THE CLERK AND THE WAYNE COUNTY TREASURER TO BECOME A LIEN ON THE WEST 50' OF LOTS 1, 2, 3, AND 4, BLOCK 23, COLLEGE HILL FIRST ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, MORE COMMONLY DESCRIBED AS 121 W. 11<sup>TH</sup> STREET, WAYNE, NEBRASKA (ZACHARY MILDENSTEIN - \$75).

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

Administrator Blecke stated the next three items on the agenda are related. The School Board approved the presented Memorandum of Understanding (MOU) on first reading. The final reading will be considered on November 13<sup>th</sup>. The MOU lays out the general framework for the sale of the Community Activity Center from the City to the School, with a formal purchase agreement in place no later than the

end of 2024. The pool would be sold, as well, but would be leased back to the City operating the same way as it currently does.

City Attorney Amy Miller recommended acting on Agenda Item No. 16 first.

This Resolution would approve the acquisition of the First National Bank of Omaha property from Vakoc Construction Co. which is legally described as Lot 1, Centennial Valley Addition to the City of Wayne. This location, if everything goes as planned, would be the location of a new activity center. This building is 24,500 sq. ft. The existing activity center (non-gym space) is about 17,000 sq. ft. There is space to the east to add onto the building.

Mayor Giese reviewed how this project would be funded (sale of CAC to the School, leasing the building to Ameritas, and bonding out the remainder of the capital projects). This would get us to a budget of \$8.9 million. The numbers we received from Mr. Soukup with CWP was \$10-15 million to remodel and add on at the FNBO site. We fall short for that and would need to go out for another half-cent sales tax, which would get us another \$5 million dollars. So, now we are at \$13.9 million without touching the levy. What this does though, is it handcuffs us for 15 years as to what other improvements we can do. This is cutting back considerably at Prairie Park (\$1.5 million). This is just the reality that we cannot do all of these projects at once without touching the levy. The three choices we have are:

- We can stay at the CAC, renovate and expand (\$7 million); or
- We can renovate/remodel the FNBO building (\$10-15 million); or
- We can build a new activity center (\$15 million).

Councilmember Bratcher had concerns about the location of the FNBO property and the ability to expand in the future.

If the half cent sales tax does not pass, the Council would have to raise the debt levy.

Doug Carroll spoke against selling the Community Activity Center to the school.

Jodi Pulfer spoke and did not know if the timing was right on this matter.

George Burcham wanted to know the purchase price of the FNBO property - \$2.75 million.

Mark Lenihan, Wayne Community School Superintendent, advised the Council that whatever decision they make this evening will not impact the partnership between the City and the School.

Karen Granburg wanted to know what the discomfort was for Mayor Giese to get into the real estate business. He responded he was concerned about selling it again if it is not turned into the community activity center.

Councilmembers Brodersen, Eischeid, Karsky, Pick were in support of moving forward with the acquisition.

After discussion, Councilmember Eischeid introduced Resolution No. 2023-73 and moved for its approval; Councilmember Pick seconded.

#### RESOLUTION NO. 2023-73

A RESOLUTION APPROVING THE ACQUISITION OF LOT 1, CENTENNIAL VALLEY ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA, FROM VAKOC CONSTRUCTION CO., A NEBRASKA CORPORATION, FOR \$2.75 MILLION.

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

Administrator Blecke stated in regard to the Memorandum of Understanding with the School, the School has asked that we get an assessment of the roof and the HVAC system. The roof has been assessed by Guarantee Roofing. The number to fix the roof is \$175,000. Resolution 2023-75 pertains to the proposal by Morrissey Engineering to assess the HVAC system for \$2,800.

Councilmember Brodersen introduced Resolution No. 2023-72 and moved for its approval; Councilmember Eischeid seconded.

#### RESOLUTION NO. 2023-72

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WAYNE AND WAYNE COMMUNITY SCHOOL DISTRICT #90-0017.

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

Councilmember Eischeid introduced Resolution No. 2023-75 and moved for its approval; Councilmember Karsky seconded.

RESOLUTION NO. 2023-75

A RESOLUTION APPROVING PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES WITH MORRISSEY ENGINEERING, INC., FOR THE “WAYNE MEP ASSESSMENT – AREA ACTIVITY CENTER PROJECT” FOR A LUMP SUM FEE OF \$2,800.

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

Matthew Smith of Olsson was present to present Certificate of Payment No. 1 in the amount of \$114,027.84 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project.” He updated Council on the project.

Councilmember Karsky made a motion, which was seconded by Councilmember Buck, approving Certificate of Payment No. 1 for \$114,027.84 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Webber who was absent, the Mayor declared the motion carried.

Discussion took place on the next retreat date. Consensus was to have the retreat after the next Council meeting on November 7<sup>th</sup>.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:45 p.m.



[Back to Top](#)

City of Wayne, NE

# Council Approval Listing

Payment Date Range: 10/18/2023 - 11/01/2023

**Vendor Fiscal Year 2022-2023**

Vendor	Payable Description	Payment Total
CLARK EQUIPMENT CO	COMPACT TRACK LOADER	65,575.66
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	169.06
JOHNSON FITNESS & WELLNESS	FITNESS EQUIPMENT MAINTENANCE	628.40
MOTOROLA SOLUTIONS, INC	911 REGIONAL EQUIPMENT INSTALL	9,507.87

**Vendor Fiscal Year 2023-2024**

Vendor	Payable Description	Payment Total
<b>PENRO CONSTRUCTION CO, INC Council Approved 10/17/23</b>	<b>PRAIRIE PARK PHASE II</b>	<b>114,027.84</b>

ACES	WIND ENERGY SERVICE AGREEMENT-OCT	1,093.66
ACES	WIND ENERGY SERVICE AGREEMENT-NOV	1,093.66
ADVANCED CONSULTING ENGINEERING SERVICES	RELOCATE PIN DUE TO SEWER MANHOLE	563.97
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	106.57
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,331.26
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	168.44
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	MAT SERVICE	67.27
APPEARA	MAT SERVICE	27.12
APPEARA	LINEN & MAT SERVICE	192.50
ATCO INTERNATIONAL	FOAMACIDE	155.60
BEIERMANN ELECTRIC	WELL HOUSE HEATER INSTALL	211.44
BERNAL, GEORGINA	INTERPRETER SERVICES	55.00
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	49,487.92
BOMGAARS	SOFTENER SALT/WELDING SHIRT/BITS/COUPLER/BOLTS	373.92
BORDER STATES INDUSTRIES, INC	DEADEND DISTRIBUTION CLAMPS	273.23
BORDER STATES INDUSTRIES, INC	CONNECTORS	374.50
BURNS, CHARLENE	VICTOR PARK REFUND	150.00
CARHART LUMBER COMPANY	STEEL DOOR FRAME/PLYWOOD/TOOLS	1,175.66
CASEY ELECTRIC	FIRE HALL WATER HEATER WIRING	1,063.48
CAVE CRUSHING INC	SCREENED ROCK FROM DIRT	3,021.00
CHEMQUEST, INC.	ENGINE WATER TREATMENT	2,447.50
CINTAS	FIRST AID SUPPLIES	340.02
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,964.38
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	422.91
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	132.92
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	149.12
CITY OF WAYNE	PAYROLL	105,513.41
CITY OF WAYNE	UTILITY REFUNDS	1308.50
COLONIAL RESEARCH	MARKING PAINT	404.18
CORE & MAIN LP	PULSE CABLE	336.07
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	537.60
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	106.64
ED M. FELD EQUIPMENT CO INC	SAW BOX/HOSE STRAP/CHAIN	1,820.62
ELECTRONIC ENGINEERING CO	FCC LICENSE	125.00
EULER, NATHAN	BUILDING PERMIT DEPOSIT REFUND	500.00
FASTWYRE BROADBAND	TELEPHONE CHARGES	1,611.00

Vendor	Payable Description	Payment Total
FIRST CONCORD GROUP LLC	FLEX FEES	4,634.64
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	124.64
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	546.95
FLORES, BENJAMIN	BUILDING PERMIT DEPOSIT REFUND	500.00
GALE/CENGAGE LEARNING	BOOKS	128.00
GERHOLD CONCRETE CO INC.	CONCRETE	460.05
GRAHM TIRE NORFOLK	4 TRUCK TIRES	1,649.28
GRAPHIC CONTROLS ACQUISITION CORP	GRAPH PAPER	1,212.40
GROSSENBURG IMPLEMENT INC	O-RINGS/DIESEL EXHAUST FLUID	95.20
HALLIDAY PRODUCTS, INC.	WIPE GASKET	137.45
HANSEN, ERIC	BUILDING PERMIT DEPOSIT REFUND	500.00
HAWKINS, INC	DOUBLE WALLED TANKS FOR FLUORIDE/FLUORIDE	8,535.16
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	294.55
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	27.02
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	213.17
HOMETOWN LEASING	COPIER LEASES	465.14
HUBER TECHNOLOGY INC	LONGOPAC CONCRETE DUST BAGS	285.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	2,048.60
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	127.36
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	495.46
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	200.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	70.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	142.75
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	413.68
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	166.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	189.32
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	38.28
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,605.05
IRS	MEDICARE WITHHOLDING	4,102.80
IRS	FEDERAL WITHHOLDING	11,633.78
IRS	FICA WITHHOLDING	17,543.10
JEFF'S RPM SERVICE	VELOCITY FLUSH KIT	244.58
JEO CONSULTING GROUP	MASTER AGREEMENT	1,029.56
JILL BRODERSEN,	FREEDOM PARK RENOVATION-FIRE MARSHALL PLANS	125.55
KELLY SUPPLY COMPANY	BALL VALVES/AIR REGULATOR	365.62
L.G. EVERIST	CRUSHED QUARTZITE	1,788.63
MAIER, CHARLES	BUILDING PERMIT DEPOSIT REFUND	500.00
MAIN STREET GARAGE, LLC	TOWING CHARGES	100.00
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MIKEY C PRODUCTIONS	GREEN TEAM ADS	100.00
MILLER LAW	ATTORNEY FEE/COPIES	5,519.04
MILLER, GRANT	BUILDING PERMIT DEPOSIT REFUND	500.00
MUNICIPAL SUPPLY INC	CLAMP	587.66
MURPHY TRACTOR & EQUIPMENT	SKIDLOADER	56,800.00
NDEE-FISCAL SERVICES	WATER OP LICENSE-J MULLEN	230.00
NEDD-FISCAL SERVICES	WATER OP LICENSE- D ECHTENKAMP	230.00
NDEE-FISCAL SERVICES	WATER OP LICENSE-C JUNCK/S LISTON	460.00

Vendor	Payable Description	Payment Total
NE CODE OFFICIAL ASSOCIATION	REGISTRATIONS	450.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,583.38
NE HARVESTORE	2 TIRES	722.52
NE LIBRARY COMMISSION	OVERDRIVE PARTICIPATION FEE	800.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	142.00
NEBRASKA IRRIGATION	PRAIRIE PARK FOUNTAIN (transposed)	63.00
NORTHEAST POWER	ELECTRICITY	4,664.00
NSG LOGISTICS, LLC	ICE CONTROL SALT	2,208.95
OLSSON	FAIRGROUNDS AVE REC DEVELOPMENT	26,311.76
OPTK NETWORKS	POLICE ETHERNET SERVICES	408.54
O'REILLY AUTOMOTIVE STORES, INC.	BATTERY/WIPER BLADES/FILTERS	176.69
O'REILLY AUTOMOTIVE STORES, INC.	BRAKE PAD/OIL FILTER/SEAFOAM	172.71
OVERDRIVE, INC.	E BOOK	29.99
OVERHEAD DOOR	REMOTES	344.00
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,023.92
PER MAR SECURITY SERVICES	FIRE HALL INSPECTIONS	138.93
POSTMASTER	POSTAGE ON UTILITY BILLS	1,099.09
QUANCE, MARILYN	TREE INCENTIVE	50.00
RODRIGUEZ, NANCY	INTERPRETER	55.00
ROSE EQUIPMENT INC.	CRACK AND JOINT CONCRETE SEALANT	2,068.20
SANCHEZ, LINDA	FREEDOM PARK DEPOSIT REFUND	150.00
SEIFFERT, BRIAN	TREE INCENTIVE	50.00
SOOLAND BOBCAT	BOBCAT ASPIRATION KIT	420.00
STADIUM SPORTING GOODS	JR FIRE PATROL SHIRTS	210.00
STAPLES, INC	OFFICE SUPPLIES	260.60
STAPLES, INC	OFFICE SUPPLIES	78.99
STATE FARM INSURANCE	SURETY BOND	563.00
STATE NEBRASKA BANK & TRUST	MONTHLY ACH FEE	61.76
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	109.02
THE MAJESTIC THEATER	2023 SPONSOR	184.00
TOM'S BODY & PAINT SHOP	DOOR SASH MOLDING REPAIR	122.42
UK STORAGE	BUILDING PERMIT DEPOSIT OVERPAYMENT	10.00
UL LLC	AERIAL LADDER TESTING	2,910.00
VIAERO WIRELESS	CELL PHONE	70.42
WAYNE COUNTY SHERIFF	SERVICE FEE	65.00
WAYNE COUNTY TREASURER	VEHICLE TAX & LICENSING	3,510.32
WAYNE HERALD	LIBRARY SUBSCRIPTION RENEWAL	49.95
WAYNE HIGH SCHOOL	CAC YEARBOOK AD	100.00
WESCO DISTRIBUTION INC	FUSES/WIRE	1,480.35
WISNER WEST	FD GASOLINE	441.55
ZIEGLER CAT	QUATRRAIN SNOW PUSHER	15,005.00
ZIMCO SUPPLY	FERTILIZER	230.00
	<b>Grand Total:</b>	<b>578,839.13</b>



November 1, 2023

Mayor and City Council  
City of Wayne  
306 Pearl Street  
PO Box 8  
Wayne, NE 68787

RE: Wayne, Nebraska  
2023 Wastewater Treatment Facility Ultraviolet Light Improvements  
JEO Project No. 221215

Mayor and Council Members:

Attached is Application for Payment No. 1 for the above referenced project. The contractor has completed installation of the concrete fillet and completed the demolition. Also the equipment has arrived and the manufacturer is requesting payment so their invoice is included. The project will continue to move forward with electrical improvements and installation of the support frames.

The request is for \$217,297.00 less retainage of \$21,729.70 for a net amount of \$195,57.30. JEO recommends approval of payment in the amount of \$195,567.30 to Phillip Carkoski Construction and Trenching, Inc.

If you have any questions or concerns, please feel free to contact me at 402-371-6416 or [rprotzman@jeo.com](mailto:rprotzman@jeo.com).

Sincerely,

A handwritten signature in cursive script that reads 'Roger S. Protzman'.

Roger S. Protzman, P.E.  
Senior Project Engineer

RSP  
Enclosures

220215LTR110123a-PA1.docx







EXPORT REF#:	102323
GL CODE:	141100036

TROJAN TECHNOLOGIES  
3020 Gore Road London, ON  
N5V 4T7 CANADA

Telephone: (519) 457-3400  
Facsimile: (519) 457-3030

**COMMERCIAL INVOICE**

Sold To: TROJAN TECHNOLOGIES GROUP ULC  
3020 GORE ROAD  
LONDON, ONTARIO  
N5V 4T7  
EIN#98-1343341

Consignee: PHILIP CARKOSKI CONSTRUCTION C/O  
WAYNE WWTF  
205 DEARBORN STREET  
WAYNE, NE 6878  
EIN#20-2680137

Contact:  
Tel #: 519-457-3400  
Fax #:

Contact: PHILIP CARKOSKI  
Tel #: 308-383-0687  
email#:

Ship Date: **October 23, 2023**  
Flight/Sail Date: **October 23, 2023**  
ETA to Port:  
Forward Agent: **TQL**  
Port of Loading: **LONDON, ONTARIO**  
Port of Exit: **DETROIT, MI (3801)**

Sales Order#: 200000907  
Customer Ref#: 21215-1  
PROJECT: **WAYNE WWTF**  
Project #: **141100036**  
Booking #: **XFSM00007516**  
Vessel/Voyage: **XTREME FREIGHT SYSTEMS**

DESCRIPTION of GOODS	H.S. CODE	Country Of Origin	QUANT	UNIT VALUE USD	TOTAL VALUE USD
UV WATER TREATMENT SYSTEM UV3+	8421.21.00	CA	1	\$159,830.00	\$159,830.00

1 VALUE USD \$ 159,830.00

#	Pieces:	LG"x WT"x HT"	Weights (LBS):
1	PDC CRATE	88 33 21	300
1	SPARES CRATE	88 41 30	650
1	STORAGE RACK	73 39 58	90
1	SCC CRATE	48 43 25	250
1	UVM CRATE	110 41 53	850
1	HSC CRATE	34 28 53	370
6	<b>TOTAL :</b>		<b>2510 lbs</b>

N/A

**PLACE CARRIER  
PRO# OR  
PAPS STICKER HERE**

## BILL OF LADING / TQL-XTREME FREIGHT SYSTEMS

**TROJAN JOB NAME / WAYNE WWTF**

GL:	BT:	LOB:	Proj.#	141100036	Export Ref #:	102323
-----	-----	------	--------	-----------	---------------	--------

Shipper:	Trojan Technologies	Date:	23-Oct-23
Address:	3020 Gore Road		
City:	London	Province:	ON
		Postal Code:	N5V 4T7

Received at the point of origin on the date specified, from the consignor mentioned herein, the property herein described, in apparent good order, except as noted (contents and conditions of contents of package unknown) marked, consigned and destined as indicated below, which the carrier agrees to carry and to deliver to the consignee at the said destination, if on its own authorized route or otherwise to cause to be carried by another carrier on the route to said destination, subject to the rates and classification in effect on the date of shipment. It is mutually agreed, as to each carrier of all or any of the goods over all or any portion of the route to destination, and as to each party of any time interested in all or any of the goods, that every service to be performed hereunder shall be subject at all conditions not prohibited by law, whether printed or written, including conditions on the back hereof, which hereby agreed by the consignor and accepted for himself and his assigns.

Consignee:	PHILIP CARKOSKI CONSTRUCTION	Contact:	PHILIP CARKOSKI
C/O:	WAYNE WWTF	Phone Number:	(308) 383-0687
Address:	205 DEARBORN STREET	Customer PO#:	21215.1
		Trojan Order#:	200000907
City:	WAYNE	ZIP/Postal Code:	68787
Province/State:	NE		

200000907

Customs Broker: LIVINGSTON INTERNATIONAL INC.

Prepaid:  Collect:

**FRAGILE! PLEASE HANDLE WITH CARE!**

DESCRIPTION: COMPLETE SYSTEM FOR UV WATER PURIFICATION SYSTEM NMFC# 121265-2 CLASS # 77.5

#	PACKAGE TYPE		LG" x WT" x HT"	LBS
1	PDC CRATE	@	88 33 21	300
1	SPARES CRATE	@	88 41 30	650
1	STORAGE RACK	@	73 39 58	90
1	SCC CRATE	@	48 43 25	250
1	UVM CRATE	@	110 41 53	850
1	HSC CRATE	@	34 28 53	370

**HOURS OF OPERAATION  
ARE MON-FRI BETWEEN  
8:00AM-4:00PM**

**CALL 24HRS PRIOR TO DELIVERY**

TOTAL PIECES: 6

TOTAL WEIGHT: 2,510 LBS

**NOTICE OF CLAIM:**

[A] No carrier is liable for loss, damage or delay to any goods carried under the bill of lading unless notice thereof setting out particulars of the origin, destination and date of shipment of the goods and the estimate amount claimed in respect of such loss, damage or delay is given in writing to the originating carrier or to the delivering carrier within sixty (60) dates after the delivery of the goods, or in the case of failure to make delivery, within nine (9) months from the date of shipment.

[B] The final statement of the claim must be filed within (9) months from the date of shipment together with a copy of the paid bill.

**NOTICE TO ALL CARRIERS: Export Reference and GL CODE number must be quoted on all invoices to ensure prompt payment. \*\*DRIVER TURN EPA INTO US CUSTOMS\*\***

**TROJAN AFTER HOURS EMERGENCY PHONE NUMBER: (519) 200-6653**

\*\*PLEASE NOTE: IF YOU DON'T GET AN ANSWER, PLEASE LEAVE A MESSAGE & PHONE NUMBER - SOMEONE WILL GET BACK TO YOU ASAP

Shipper's Signature: \_\_\_\_\_  
Shippers Name: John Riley

Designated Carrier: TQL-XTREME FREIGHT SYSTEMS

Date: October 23, 2023

Carriers Signature: \_\_\_\_\_

Shippers Email address: \_\_\_\_\_

Date: 10-16-2024 10:31  
 DEKMAN TECHNOLOGIES GROUP LLC

Final Packing Slip

Page:

Project: 141100036 WAYNE NE

Production Order: 110005663

Customer:

PACKED BY: *GM/MS*

Customized Item: 141100036UV3+225HP

PACK COMPLETE DATE:

SHIP LIST UV3+ Wayne

Line	Item Description	Ordered	Delivered	Un	Back Ordered	Crate	Vendor	Note
10	005068 GREASE KIT UV3+ CYLINDER	1.0000	1	EA			<i>GM</i>	
20	309492-304 RACK STORAGE UV3+07 6M 304	1.0000	1	EA				
30	316670 LAMP P SLEEVE ASSEMBLY, UV3	1.0000	1	EA				
40	319014-002 LVL SNSR KIT UV3+ PROBE 2'	1.0000	1	EA				
50	326396-025 HOSE KIT UV3+ HSC TO PDC 25'	2.0000	2	EA				
60	328664 LEG MOUNT KIT UV3+ PDC G3	2.0000	2	EA				
70	328666-304 LEG WIDTH PDC UV3+ G3 304	4.0000	4	EA				
80	331376 RACK BEAM UV3+ 4.0 3M 18L 304	4.0000	4	EA				
90	331453 HDW KIT UV3+ RACK BEAM 2 25"H	2.0000	2	EA				
100	446022-020 OIL MINERAL HYDRAULIC 20L	2.0000	2	CNT				
110	901507 CLEANER, ACTICLEAN GEL 4X4L	1.0000	1					
120	906015-340 OPERATOR KIT UV3+ INT COLLAR	1.0000	1	EA				
130	907909-D120V-07 ACTICLEAN KIT PERI PUMP	1.0000	1	EA				
140	914368 RECEPTACLE UV3+ PDC CAP	6.0000	6	EA				
150	6316680-433WHC MOD UV3+22 41 4.0 L.S.05FT	2.0000	2	EA			<i>GM</i>	

Date: 03/16/2021 10:31  
FROM: THE CHEMOURS GROUP LLC

Final Packing Slip

Page: 1

Project: 141100035 WAYNE NE

Production Order: 141100035

Customer:

PACKED BY: *Gm/ms*

Customized Item: 141100035UV3+22SHIP

PACK COMPLETE DATE:

SHIPLIST UV3+ Wayne

Qty	Item Description	Ordered	Delivered	UoM	Back Ordered	Crate	Number	Unit
150	6316680-431WH1 MOD UV3+22 4L 4.0 LS 05FT	2,000	2	EA	Ø		<i>Gm</i>	
150	6316680-431WH0 MOD UV3+22 4L 4.0 RS 05FT	2,000	2	EA				
150	6322194 3630304 PEDESTAL WLDT SCC 36x30 304	1,000	1	EA				
150	6326421E0340NB MANIFOLD ASSY UV3+ 03M 4.0 NB	2,000	2	EA				
200	6UV3+22SYS SYSTEM UV3+ Wayne	1,000	1	EA	Ø		<i>Gm</i>	

Date: 16-16-2023 16:31  
TECHNICAL TECHNOLOGIES GROUP LLC

Final Packing Slip

Page: 1

Project: 141100036 WAYNE NE

Production Order: 141100036

Customer:

PACKED BY: *Gm/MS*

Customized item: 141100036UV3+22SYS

PACK COMPLETE DATE:

SYSTEM UV3+ Wayne

Qty	Item Description	Ordered	Delivered	Un	Back Ordered	Crate	Vendor	Udp
10	017253-101 SIGN, UV LIGHT EN	2300	2	EA	Φ		Gm	
20	927388 LCP ASSY, LOW LEVEL	1000	1	EA			IN SPARES CRATE!	
30	6328730G03401003 PDC ASY, UV3+03M40 100W48001A	1000	1	EA			Cu	
40	6328730G03401003 0000000 PDC ASY UV3+03M40 100W48001B	1000	1	EA			Cu	
50	6907717AAN23M4000 HSC G4 UV3+2 2B 48060 15	1000	1	EA			Cu	
60	6930942 WD SCC UV3+ WAYNE NE	1000	1	EA			IN SCC	
70	6930943 SCC ASSY, UV3+ WAYNE NE	1000	1	EA	Φ		Cu	

**RESOLUTION NO. 2023-76**

WHEREAS, Webber Hospitality, LLC, d/b/a “Geno’s Steakhouse & Lounge,” made application to the Nebraska Liquor Control Commission for a Retail Class CK Liquor License at 121 W 1<sup>st</sup> 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 October 26, 2023; and

WHEREAS, a hearing was held on November 7, 2023, 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 7<sup>th</sup> day of November, 2023.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

# APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: OK

License Number:

**126023**

RECEIVED

SEP 28 2023

NEBRASKA LIQUOR  
CONTROL COMMISSION

Office Use Only

NEW / REPLACING 39884

TOP Yes / No

Hot List Yes / No

Initial: HW

## 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 Webber Hospitality, LLC  
TRADE (DBA) NAME Geno's Steakhouse & Lounge  
PREVIOUS TRADE (DBA) NAME N/A  
CONTACT NAME AND PHONE NUMBER Brittany Webber - (402) 941-2787  
CONTACT EMAIL ADDRESS brit.janssen@gmail.com

~~No Payment~~

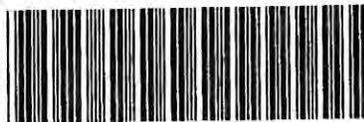
Office use only

PAYMENT TYPE Paypoint

AMOUNT 7400.- RCPT

RECEIVED: 9/25/23

DATE DEPOSITED



2300009884

FORM 100  
REV 12/7/2022

# APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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](http://www.lcc.nebraska.gov)

License  
Class:     K    

License  
Number: \_\_\_\_\_



- Application fee \$100.00
- Please pay online at: [www.ne.gov/go/NLCCpayport](http://www.ne.gov/go/NLCCpayport)
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission

### LICENSEE

Webber Hospitality, LLC

### TRADE NAME

Geno's Steakhouse & Lounge

### PREMISES ADDRESS

121 W. 1st St.

### CITY

Wayne

### ZIP CODE

68787

### CONTACT PERSON

Brittany Webber

### PHONE NUMBER

(402) 841-2787

### EMAIL

brit.janssen@gmail.com

*Brittany Webber*  
Signature of APPLICANT

Brittany Webber  
Printed Name of APPLICANT

Office use only	
PAYMENT TYPE <u>PayPort</u>	<u>Hyg</u>
AMOUNT <u>\$100</u> RECEIVED	
DATE DEPOSITED <u>10.2.23</u>	
	BARCODE

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
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 be active with the Nebraska Secretary of State
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 Applicant Guidelines 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)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. 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.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**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 (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires 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 \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) Geno's Steakhouse & Lounge  
Street Address 121 W. 1st Street  
City Wayne County Wayne - 27 Zip Code 60707-1910  
Premises Telephone number (402) 375-4774  
Business e-mail address N/A  
Is this location inside the city/village corporate limits YES  NO

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

Check if same as premises

Name Brittany Webber  
Street Address 1115 Lawndale Drive  
City Wayne State NE Zip Code 60707-1005

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM 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

Building length 106 x width 85 in feet  
Is there a basement? Yes  No  If yes, length 20 x width 20 in feet  
Is there an outdoor area? Yes  No  If yes, length          x width          in feet+  
\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing  
Number of floors of the building 1

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

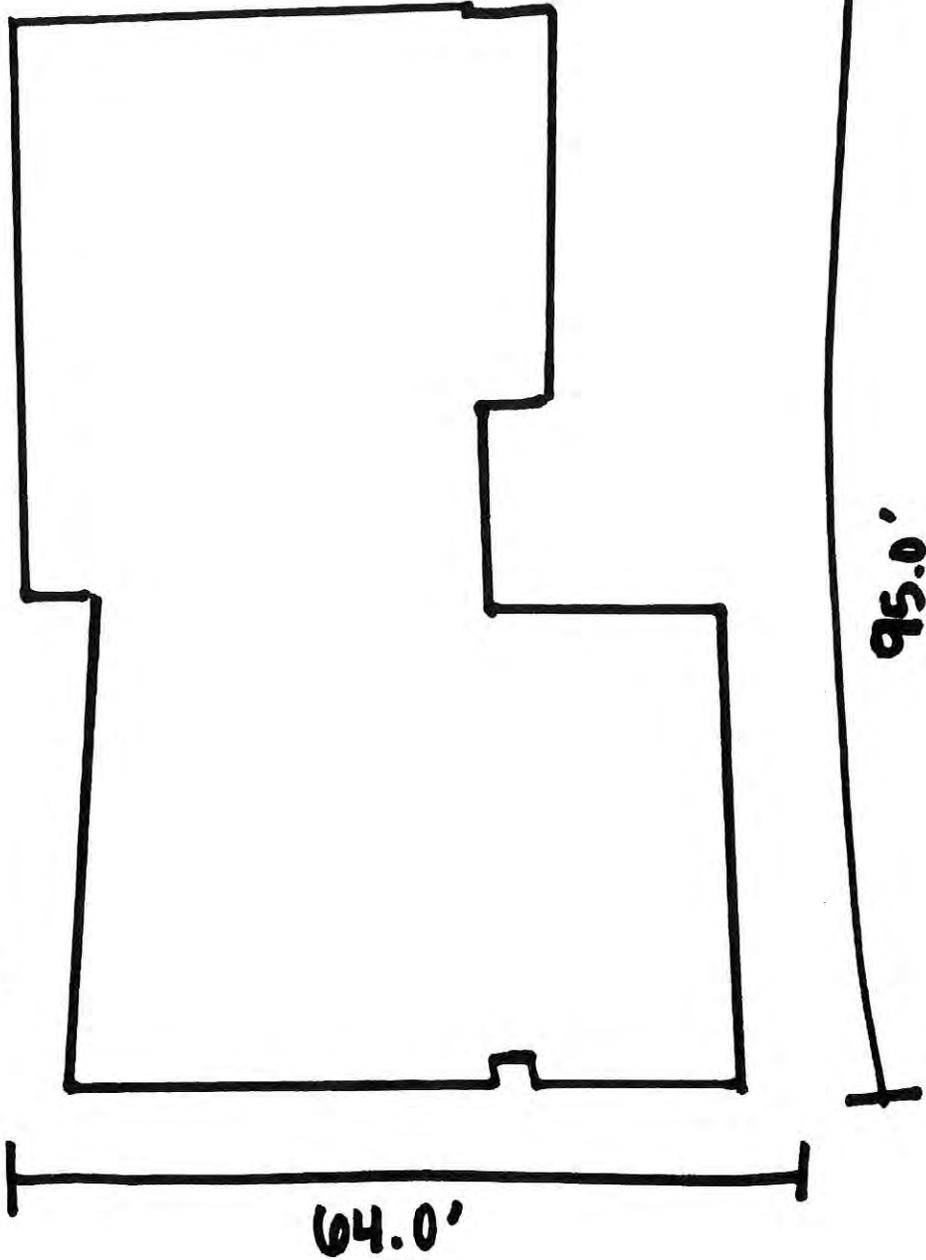
• See attached

- We will not be licensed in the basement

One-story Building Approx 106 x 85

Geno's Steakhouse  
& Lounge

↓  
North



**APPLICANT 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
Brittany Webber	<del>Dec</del> <sup>BWW</sup> 12/2005	Wayne, NE	Minor in possession of alcohol/open container	Guilty - paid fine
Brittany Webber	12/2005	Pierce, NE	Minor in possession of alcohol	Guilty - paid fine
Brittany Webber	Various	Wayne Co. Lancaster Co. Madison Co. Stanton Co.	traffic violations	Paid fines and/or completed stop class
Stephen Webber	Various	Iowa Oklahoma Colorado Colfax Co., NE	traffic violations	Paid fines
Stephen Webber	06/1995	Ponca, NE	Minor in possession of alcohol	paid fine - guilty
Stephen Webber	??/1996	Wayne, NE	Minor in possession of alcohol	paid fine - guilty

→ Continued

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 Greno's Steakhouse 039884

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

YES  NO

If yes, give name of business and liquor license number Greno's Steakhouse 039884

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

Form 100/103  
#1

- Stephen Webber 10/1997 Wayne, NE  
Minor in possession of alcohol 30 days in County Jail  
(23 served)
- Stephen Webber 02/1999 Wayne, NE  
Public Urination paid fine
- Stephen Webber 10/1999 Ponca, NE  
Spotlighting paid fine
- Stephen Webber 01/2001 Wayne, NE  
Driving under the influence of alcohol Fine +  
probation
- Stephen Webber 11/2001 Wayne, NE  
Driving under the influence of alcohol Fine +  
60 days in County Jail  
(46 served)

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) State Nebraska Bank & Trust - Wayne, NE

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)

N/A

**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. N/A

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**

N/A

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

N/A

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 & Trust ; Authorized signers -> Steve Webber, <sup>Brittany</sup> Webber

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.

N/A - no one has held a liquor license before.

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)
Brittany Webber	09/25 <sup>BAW</sup>	ServSafe Alcohol training
	09/2023	

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Brittany Webber/owner	April 2006-present	Various golf courses, bars, and a hotel in Nebraska and Sioux City, IA as a bartender

13. If the property 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 be in the name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed \_\_\_\_\_  
 Purchase Agreement

14. When do you intend to open for business? Upon approval of TOP (Oct. 26<sup>th</sup>?)

15. What will be the main nature of business? Full Service Restaurant – Steakhouse

16. What are the anticipated hours of operation? W-Sat 5-9 dinner; Th-Sat. 11-1:30 lunch; Sunday 10-2 brunch

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR		
	FROM	TO		FROM	TO	
Brittany Wayne, NE	2018	present	Steve Wayne, NE	2018	present	
Sioux City, IA	2014	2017	Sioux City, IA	2014	2017	
Hoskins, NE	2007	2017	Wayne, NE	2016	2017	
			Brookings, SD	2011	2014	

If necessary, attach a separate sheet

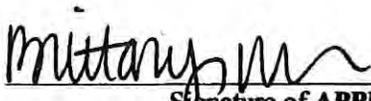
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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.*

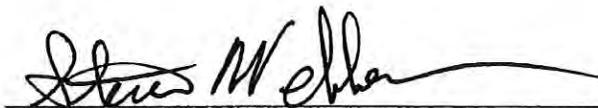
**Must be signed by all applicant(s) and spouse(s) owning more than 25%  
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

  
\_\_\_\_\_  
Signature of **APPLICANT**

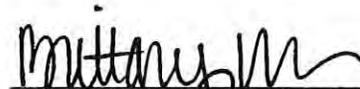
Brittany Webber  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**

Steve Webber  
\_\_\_\_\_  
Printed Name of **SPOUSE**

  
\_\_\_\_\_  
Signature of **APPLICANT**

Steve Webber  
\_\_\_\_\_  
Printed Name of **APPLICANT**

  
\_\_\_\_\_  
Signature of **SPOUSE**

Brittany Webber  
\_\_\_\_\_  
Printed Name of **SPOUSE**

# Nebraska Secretary of State

## WEBBER HOSPITALITY, LLC

Mon Oct 2 11:04:49 2023

**SOS Account Number**

2309320575

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

BRITTANY WEBBER  
1115 LAWDALE DRIVE  
WAYNE, NE 68787

**Designated Office Address**

1115 LAWDALE DRIVE  
WAYNE, NE 68787

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Sep 13 2023

**Next Report Due Date**

Jan 01 2025

### Filed Documents

Filed documents for WEBBER HOSPITALITY, LLC 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	
Certificate of Organization	Sep 13 2023	\$0.45 = 1 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.

**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](#)

# LIMITED LIABILITY COMPANY (LLC)

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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## INSTRUCTIONS

1. All members and spouses must be listed
2. Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the application
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

### Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Webber Hospitality, LLC

Name of Registered Agent: Brittany Webber

LLC Address: 1115 Lawndale Dr.

City: Wayne State: NE Zip Code: 68787-1005

LLC Phone Number: (402)841-2787 LLC Fax Number N/A

### Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Webber First Name: Brittany MI: N.

Home Address: 1115 Lawndale Dr. City: Wayne

State: NE Zip Code: 68787-1005 Home Phone Number: N/A

A handwritten signature in cursive script, appearing to read "Brittany Webber".

Signature of Managing/Contact Member

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Webber First Name: Brittany MI: N.

[Redacted]

Spouse Full Name (indicate N/A if single): Stephen A. Webber

[Redacted]

Percentage of member ownership 50%

Last Name: Webber First Name: Stephen MI: A

[Redacted]

Spouse Full Name (indicate N/A if single): Brittany N. Webber

[Redacted]

Percentage of member ownership 50%

Last Name: — First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Last Name: — First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES

NO

If yes, Form 185 is required

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

Starting Date: January 1<sup>st</sup> Ending Date: December 31<sup>st</sup>

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. \_\_\_\_\_

# MANAGER APPLICATION FORM 103

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](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

RECEIVED

SEP 28 2023

Nebraska Liquor  
Control Commission

## MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Webber Hospitality, LLC

## PREMISES INFORMATION

Premises Trade Name/DBA: Geno's Steakhouse & Lounge

Premises Street Address: 121 W. 1st St.

City: Wayne County: Wayne Zip Code: 68787

Premises Phone Number: (402) 375-4774

Premises Email address: N/A

*Mittany M*

## **SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

**MANAGER INFORMATION**

Last Name: Webber First Name: Brittany MI: N

Home Address: 1115 Lawndale Dr.

City: Wayne County: Wayne Zip Code: 68787-1005

Home Phone Number: Cell (402) 841-2787



Email address: brit.janssen@gmail.com

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

YES  NO

**Spouse's information**

Spouses Last Name: Webber First Name: Stephen MI: A



**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
Wayne, NE	2018	present	Wayne, NE	2018	present
Sioux City, IA	2014	2017	Sioux City, IA	2014	2017
Hoskins, NE	2007	2017	Wayne, NE	2016	2017
			Brookings, SD	2011	2016

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	2023	State Nebraska <sup>BANK</sup> Trust	Megan Raulston	402-375-1130
2020	2021	Northeast Nebraska Public Health Department	Kim Schultz	402-375-2200

**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
Brittany Webber	12/2005	Wayne, NE	Minor in possession of Alcohol	guilty - paid fine
Brittany Webber	12/2005	Pierce, NE	Minor in possession of alcohol	guilty - paid fine
Brittany Webber	Various	Wayne Co. Madison Co. Lancaster Co. Stanton Co.	Traffic Violations	guilty - paid fines
Stephen Webber	Various	Iowa Colfax Co., NE Oklahoma Colorado	Traffic Violations	guilty - paid fines
Stephen Webber	06/1995	Ponca, NE	minor in possession of alcohol	guilty - paid fines
Stephen Webber	??/1996	Wayne, NE	minor in possession of alcohol	guilty - paid fines

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

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

Form 100/103  
#1

- Stephen Webber 10/1997 Wayne, NE  
Minor in possession of alcohol 30 days in County Jail  
(23 served)
- Stephen Webber 02/1999 Wayne, NE  
Public Urination paid fine
- Stephen Webber 10/1999 Ponca, NE  
Spotlighting paid fine
- Stephen Webber 01/2001 Wayne, NE  
Driving under the influence of alcohol Fine →  
probation
- Stephen Webber 11/2001 Wayne, NE  
Driving under the influence of alcohol Fine →  
60 days in County Jail  
(46 served)

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Brittany Webber	09/2023	ServSafe Alcohol training

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Brittany Webber /owner	April 2006-present	Various golf courses, bars, and a hotel in Nebraska and Sioux City, IA. as a bartender.

5. Have you enclosed Form 147 regarding fingerprints?

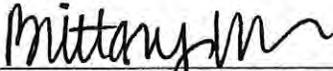
YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

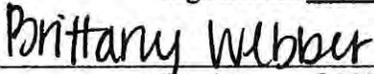
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) 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.

***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.*

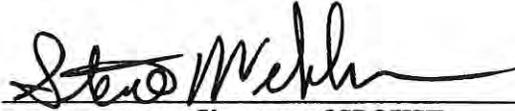
**Must be signed by applicant and spouse.**



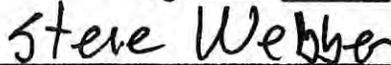
Signature of **APPLICANT**



Printed Name of **APPLICANT**



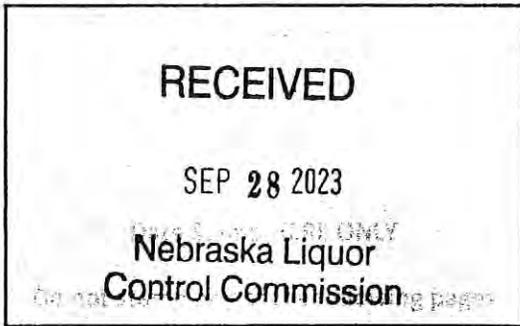
Signature of **SPOUSE**



Printed Name of **SPOUSE**

**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](http://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 Geno's Steakhouse & Lounge

Name of Person Being Fingerprinted: Brittany N. Webber

Date fingerprints were taken: 9/25/2023

Location where fingerprints were taken: Norfolk, NE State Patrol office

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

Brittany N. Webber  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

# Brittany Nicole Webber

Political Party  
Democratic

Precinct  
Third Ward

## Election Details

03/14/2023 Wayne School Dist Bond 2023



We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: 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 was accepted and counted.

## Polling Location

### By Mail/no Physical Polling Place

📍, NE

Please contact the County Election Office at 402-375-2288 for more information.

## Early Voting Sites

### Courthouse



[510 N Pearl Wayne, NE 68787](#)

## Ballot Styles

Third Ward

## Districts

Show ▾

© Copyright 2023 - ESSVR, LLC. All rights reserved.

# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

**ServSafe**  
National Restaurant Association®

ID # 24228003  
CARD # 24570087

**ServSafe Alcohol® CERTIFICATE**

BRITTANY WEBBER

NAME  
02/25/2023

DATE OF EXAMINATION  
Card expires three years from the date of examination. Local laws apply.

1711001 000114

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association and the logo are trademarks of the National Restaurant Association.

Executive Vice President, National Restaurant Association Education

*Mark Brown*

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

ServSafe.com

ServiceCenter@restaurant.org  
800.745.2122, ext. 6703

NATIONAL  
RESTAURANT  
ASSOCIATION

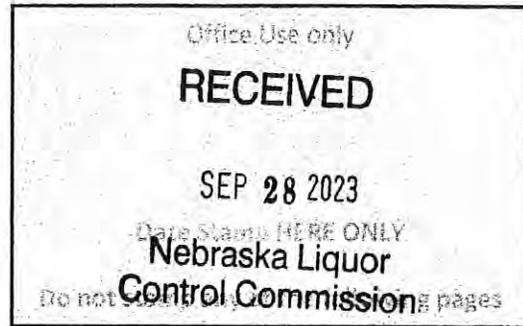
235 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6385  
NRA SERVSAFE  
1-212-512-1010 in the Chicago area  
ServSafe.com

©2017 National Restaurant Association Educational Foundation  
000101. All rights reserved. ServSafe and the ServSafe logo are  
trademarks of the NRAEF. National Restaurant Association and the logo  
are trademarks of the National Restaurant Association  
0110001 - 13431



**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](http://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 GEND'S STEAKHOUSE & LOUNGE

Name of Person Being Fingerprinted: Stephen A. Webber

Date fingerprints were taken: 9/25/2023

Location where fingerprints were taken: Norfolk, NE State Patrol Office

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

Steve Wehler  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



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

# Stephen Ardell Webber

Political Party  
**Republican**

Precinct  
**Third Ward**

## Election Details

03/14/2023 Wayne School Dist Bond 2023

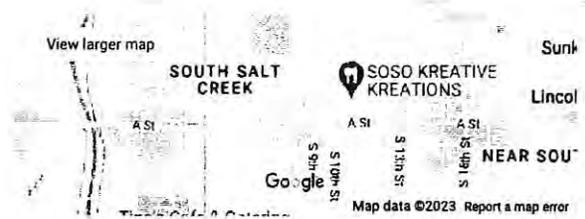
We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

## Polling Location

### By Mail/no Physical Polling Place

📍 , NE

Please contact the County Election Office at 402-375-2288 for more information.



## Early Voting Sites

### Courthouse



[510 N Pearl Wayne, NE 68787](#)

## Ballot Styles

Third Ward

## Districts

Show ▾

# Business Purchase Agreement

Purchase Date: 10/20/2023

Name of Alcohol Business Being Purchased:

Geno's Steakhouse

Address of Business:

121 W. 1st St.

WAYNE, NE 68787

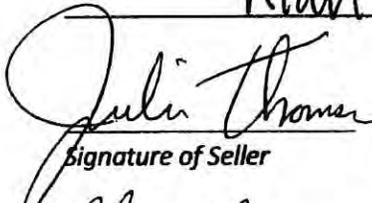
Purchaser: (LLC or INC)

Webber Hospitality, LLC.

Seller(s): (LLC or INC)

Julie (Cull) Thomsen

Alan Thomsen



Signature of Seller

9/25/23  
Date



Signature of Purchaser

9/22/23  
Date



Signature of Seller

9/25/23  
Date



Signature of Purchaser

9/22/23  
Date



# Exhibit A

Ice Maker New 2019

Dishwasher New 2020

Charbroiler New 2015

Kitchen central air New 2019  
10 year guarantee Zach Heating

Bar Beer Cooler New 2013

Dining Room Heat and A/c New 2022  
Jeff Ellis guarantee 7-10 yrs.

Kitchen Floor Scubber New 2019

Kitchen prep table New 2016

Salad Bar New 2021

Walk-in freezer New 2009

Walk-in cooler system New 2009

March Insurance Audit Building replacement  
2023 value \$995,000  
up from \$774,000 in 2015

Exhibit A (Con't)  
Kitchen

- 1 - CMA dishwasher
- 1 - 72" dirty dish table
- 1 - 96" clean dish table
- 4 - microwaves
- 1 - Ice-O-Matic ice machine
- 1 - Upright Freezer
- 1 - Upright Refrigerator
- 1 - 96" serving table
- 1 - 36" Star Charbroiler
- 1 - 36" equipment stand
- 3 - 48" stainless steel tables
- 1 - 36" stainless steel table
- 1 - 96" Prep table
- 3 - deep fat fryers
- 1 - 72" 4 burner Range
- 1 - 60" Turbo Air Refrigerated Cooler
- 2 - 48" Wire Rack
- 1 - No 10 can rack
- 1 - 14' Captive Air exhaust hood with intake air and fire suppression system
- all dishes, glassware, pots, pans and silverware

Office

- 2 office chairs
- 2 desks
- 1 file cabinet
- 2 steel 48" 2 door cabinet
- 1 - safe needs <sup>opened and</sup> new combination installed.
- 1 - TV

## Exhibit A (Con't)

- 1- 8'x12' walkin freezer
- 1- Dunnage Rack
- 4- 48" racks

- 1- 8'x20' walkin Cooler
- 7- 48" racks
- 2- dunnage racks
- 1- Kitchen Cart

- 1- 2 door Alto-Sham
- 1- Bakbar Convection Oven
- 1- 60" 3 shelf stainless cabinet
- 1- 60" 3 shelf wooden cabinet

### Inst Storage Room

- 4- 48" racks
  - 1- Hot Buffet table
  - 1- meat slicer
  - 6- electric roasters
  - 3- Chafing dishes
  - All Christmas decoration
  - Serving Trays
  - 1 Kitchen Cart
- Catering  
plates  
cups  
silverware

## Exhibit A (Con't)

2 Blenders

115 Bar glasses

55 wine glasses

7 - tall copper glasses

8 - mule copper cups

4 sm. copper cups

1 copper cup Rack.

10 - dag. glasses

5 - marg. glasses.

6 - cosmo glasses

1 50' Flat screen TV

6 - Baskets for wrapped silverware

# Exhibit A (Cont.)

87 - Brown leather chairs

24 - Blue leather chairs

53 - Black chairs

3 - 54' tables - Round's

1 - 60' Round table

1 - 50' Round table

1 - 42' Round table

1 - 36' Round table

4 - 42' x 30 tables

4 - 36 x 36 tables

1 - 30 x 72 table

1 - 30 x 39 tables

1 - 30 x 30 table

4 - 30 x 50 tables

4 - 30 x 61 tables

5 - 29 x 65 tables

6 - 29 x 42 tables

Salad Bar

Salad Bar Cart

73 Soup Bowls

132 Salad Bar plates

2 High Chairs

2 Soup Warmers

2 Cash Registers

1 Bar Fridge

1 ~~wine~~ wine Fridge

1 Beer cooler

# COMMERCIAL LEASE AGREEMENT

This Lease Agreement made the 2nd day of October, 2023, by and between JanWebb Real Estate, LLC [name of lessor], of 1115 Lawndale Dr. - Wayne [street address], State of Nebraska, hereinafter referred to as "Lessor", and Webber Hospitality, LLC [name of lessee], of 1115 Lawndale Dr. - Wayne [street address], State of Nebraska, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

I. Property: The Lessor agrees to lease to the Lessee the following described 5800 square feet (SF) of Commercial [type of space] located at 121 W. 1st St Wayne [street address], State of Nebraska.

Additional Description: Restaurant Property

II. Period of Tenancy: The term of this Lease shall be for a period of 76 year(s) 0 month(s) commencing on the 20th day of October, 2023 and expiring at Midnight on the 31st day of October, 2099 ("Initial Term")

Hereinafter known as the "Premises".

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

III. Monthly Payments: The net monthly payment shall be Five Thousand dollars (\$5,000.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 5 day of each month. Said net monthly payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

IV. Security Deposit: In addition to the above, a deposit in the amount of N/A dollars (\$0.00), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

V. Commercial Use: The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose:  
Full Service Restaurant

Lessee's Signature

Printed Name

[Signature] Brittany Webber / Steve Webber

Lessor's Signature

Printed Name

[Signature] Brittany Webber / Steve Webber

# Geno's Steakhouse and Lounge

---

## Restaurant Business Plan

Our Vision for  
the Future



Presented By:  
Steve and Brittany Webber

# Table of Contents



<b>Executive Summary</b>	<b>01</b>
<b>The Organization</b>	<b>02</b>
<b>Business Description</b>	<b>03</b>
<b>Product List</b>	<b>04</b>
<b>Cost Analysis</b>	<b>11</b>
<b>Breakeven Analysis</b>	<b>12</b>
<b>Financial Plan</b>	<b>13</b>
<b>Competitor Analysis</b>	<b>14</b>
<b>Market Analysis</b>	<b>18</b>
<b>Marketing Plan</b>	<b>22</b>
<b>The Future</b>	<b>23</b>

# Executive Summary



**Mission:** To create a modern and relaxed atmosphere providing quality food and drinks to Wayne and surrounding communities.

**Vision:** To be a destination steakhouse in Northeast Nebraska

THE PRODUCT	We offer upscale food and beverages in a well known and established steakhouse in Wayne, Nebraska.
THE LEADERSHIP	Steve and Brittany Webber will own and operate the steakhouse. Steve has his culinary degree and a bachelor's degree in Hospitality Management. Brittany has her bachelor's degree in Business Administration with concentrations in management and marketing. Between the two of them, they have nearly 40 years experience in the food and beverage industry.
THE OVERALL INDUSTRY	While there are several fast food and dining establishments in the community, there is only one other facility that is offering a similar product. The next closest steakhouse is 30 miles away.
THE COMPETITORS	The Birch Room Chophouse is a small restaurant attached to an event center in Wayne, NE. Their concept is similar, but operations are inconsistent. The Max is a sports bar in downtown Wayne that offers quick lunches, bar food, and steak and prime rib for evening meals on the weekends. The 4th Jug is a large sports bar on the east side of Wayne offering lunch, dinner, and a Sunday brunch. Fiesta Brava is a Mexican restaurant in downtown open for lunch and dinner 7 days a week with a nice patio addition.
THE FINANCIAL STATUS	We are working toward securing finances from a traditional lender, local and regional economic development resources, along with personal and family contributions.
FUTURE PLANS	We intend to add a "lunch hour" to the existing restaurant hours, a "take and make" option for meals the early part of the week, and both on and off-site catering options for events and parties.

# The Organization



## **Steve Webber**

**Owner  
Executive Chef**

Steve is a French trained chef who received his associates degree in culinary arts from The Cooking and Hospitality Institute of Chicago.

Steve also earned his bachelor's of science in hospitality management from South Dakota State University. Steve has worked in both higher education food service and was a part of the start-up process for the Beaumont Event Center and Birchroom

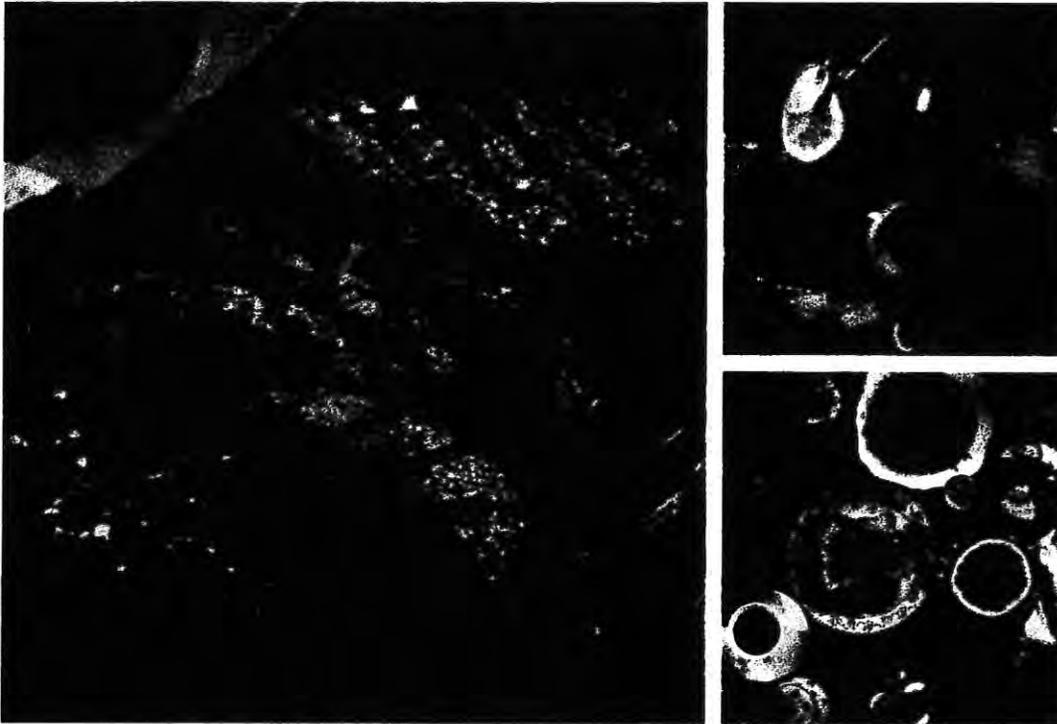
Chophouse, where he designed and equipped the kitchen and created the restaurant and catering menus.

## **Brittany Webber**

**Owner  
Front of House Manager**

Brittany received her bachelor's of science degree in business administration with concentrations in management and marketing from Wayne State College. Brittany has been in customer service for over 20 years with a majority of that time being a lead bartender at high end country clubs. She excels at making connections with customers and understands the importance of creating a welcoming experience that makes people feel at home. Brittany is very active in the Wayne community and volunteers on various committees and boards.

## Business Description



### What is Geno's Steakhouse and Lounge?

Geno's is a family-owned steakhouse and lounge that has been a staple of Wayne and the surrounding communities since 1969. The restaurant has an impeccable reputation for quality food and service. The current owners are retirement age and have chosen to put the restaurant up for sale. Steve (a Wayne native) and Brittany (a Wayne county native) know the importance of keeping such a well established treasure open for the residents of Northeast Nebraska. The steakhouse is currently open for evening meals only. Steve and Brittany's vision is to continue and improve on the existing business structure. The restaurant will be open for lunch Thursday, Friday, and Saturday from 11:30-2:00. Evening meals will be served Wednesday, Thursday, Friday, and Saturday from 5:00-10:00. Brunch will be served on Sundays from 10:00-2:00. The owners have the intention of offering both on and off-site catering for events and parties along with a "take and make" option for family style meals.

# Product List

Drink Menu

\*prices TBD based on liquor pruveyor



*the Bar*

## SIGNATURE DRINKS

*Old Fashion - Buffalo Trace Bourbon and Orange Infused Simple Syrup*

*Martini - Roku Gin or Chopin Vodka*

*Manhattan - Rittenhouse Rye*

*Brittany's Spicy Margarita - Casamigos Tequila, Cointreau, and Jalapeno Infused Simple Syrup*

*Moscow Mule - Grey Goose Vodka and Fresh Mint  
Choice of Flavors: Classic, Berry Medley, or Lemon Blueberry*

*Paloma - Casamigos Tequila, Fresh Squeezed Grapefruit Juice, Club Soda*

---

## AFTER DINNER DRINKS

*Grasshopper - Creme De Menthe and Sweet Cream*

*Peanut Butter Cup Martini- Chocolate Liqueur, Peanut Butter Whiskey, and Sweet Cream*

*Apple Pie Martini- Apple Cider, Cinnamon Schnapps, Pure Vanilla Extract*

*Brandy Alexander - Cognac, Creme De Cacao, and Sweet Cream*

*German Chocolate White Russian- Coconut Vodka, Frangelico, Chocolate Milk*

---

## BRUNCH COCKTAILS

*Peach Bellini - Peach Puree and Prosecco*

*Mimosa- Champagne and Fresh Squeezed Orange Juice*

*Bloody Mary- Vodka and Brittany's Mix (make it a Maria with Tequila)*

*Espresso Martini- Vodka, Coffee Liqueur, and Espresso*

---

# Product List

Brunch Menu Ideas

\*prices TBD based on food purveyor



## BRUNCH

### **Fried Egg Sandwich** \$12

American cheese and choice of sausage, bacon, or corned beef

### **Breakfast Burrito** \$12

Scrambled egg, cheese, hash browns, with choice of bacon, sausage, or corned beef

### **Omelet** \$12

Two egg omelet with choice of ingredients: sausage, bacon, corned beef, onions, peppers, jalapenos, tomatoes, cheese

### **French Toast** \$12

Three slices of Texas toast dusted with powdered sugar. Served with maple syrup

### **Biscuits and Gravy** \$12

Two biscuits served with sausage gravy

### **Corned Beef Hash** \$12

Corned beef, potatoes, peppers, and onions. Served with two eggs

### **Smoked Salmon** \$12

Served with cream cheese on a bagel

## SIDES

Hash Browns	\$4
One Egg	\$2
Sausage Patty	\$3
Two Slices of Bacon	\$3
Corned Beef	\$3
Toast	\$2
Fresh Fruit	\$4

*Geno's Steakhouse and Lounge*

# Product List

Lunch Menu Ideas

\*prices TBD based on food purveyor



## LUNCH

### STARTERS

- Onion Rings** \$12  
Served with smoky ketchup
- Cheese Curds** \$12  
Served with ranch
- Fried Pickles** \$12  
Served with ranch
- Fried Cauliflower** \$12  
Served with ranch
- Fried Green Beans** \$12  
Served with ranch
- Spinach Artichoke Dip** \$12  
Served with seasoned tortilla chips
- Wings** \$12  
6 wings with your choice of Dry Spice  
Buffalo BBQ Sweet Chili or Honey Mustard

### ENTREES

CHOICE OF SIDE

- Rueban** \$12  
Rye bread, corned beef, Swiss cheese, sauerkraut, 1000 island dressing
- Burger** \$12  
Janssen Family ground beef, lettuce, tomato, onion, pickle  
add cheese \$1  
add bacon \$3
- Patty Melt** \$12  
Rye bread, caramelized onions, Swiss and American cheese
- BLT** \$12  
Bacon, lettuce, tomato, garlic mayo
- Grilled or Crispy Chicken** \$12  
Chicken breast, grilled or deep fried, lettuce, tomato, onion, pickle, garlic mayo

### WRAPS

\$12

Choice of Side

- Crispy Chicken**  
Crispy chicken and Bacon with lettuce, tomato, cheese
- Pork Bahn Mi**  
Pork, pickled vegetables, cilantro, hoisin mayo
- Steak Caesar**  
Sirloin steak, parmesan, olives, romaine, Caesar dressing

### SIDES

French Fries - House Chips - Side Salad - Chef's Vegetables

### SALADS

\$12

- Spinach and Bacon**  
Spinach with warm bacon, dressing, walnuts, cranberries, red onion
- Caesar**  
Romaine, olives, croutons, parmesan with Caesar dressing
- Grilled Romaine**  
Grilled Romaine, marinated tomato and artichoke, parmesan

Add Salmon \$7 - Chicken \$4 - Steak \$6 - Shrimp \$7

### KIDS MENU

\$12

- Chicken Strips**  
Deep fried chicken tenders
- Burger**  
jr size burger  
add cheese \$1
- Mini Corn Dogs**  
Deep Fried  
Mini Corn Dogs
- Mac N Cheese**  
Kraft Mac N Cheese

*Geno's Steakhouse and Lounge*

# Product List

Evening Menu Ideas

\*prices TBD based on food purveyor



## DINNER

*Mf*

### STARTERS

- Onion Rings** \$12  
Served with smoky ketchup
- Cheese Curds** \$12  
Served with ranch
- Fried Pickles** \$12  
Served with ranch
- Fried Cauliflower** \$12  
Served with ranch
- Fried Green Beans** \$12  
Served with ranch
- Spinach Artichoke Dip** \$12  
Served with seasoned tortilla chips
- Wings** \$12  
6 wings with your choice of Dry Spice, Buffalo, BBQ, Sweet Chik, or Honey Mustard
- Crudite** \$12  
Assorted vegetables with hummus
- Shrimp Cocktail** \$12  
6 Chilled shrimp with cocktail sauce
- Charcutiere Board** \$12  
Assorted meats, cheeses, and pickled vegetables

### SANDWICHES

#### CHOICE OF SIDE

- Rueben** \$12  
Rye bread, corned beef, Swiss cheese, sauerkraut, 1000 island dressing
- Burger** \$12  
Janssen Family ground beef, lettuce, tomato, onion, pickle  
add cheese \$1.00  
add bacon \$2.50
- Patty Melt** \$12  
Rye bread, caramelized onions, Swiss and American cheese
- BLT** \$12  
Bacon, lettuce, tomato, garlic mayo
- Grilled or Crispy Chicken** \$12  
Chicken breast, grilled or deep fried, lettuce, tomato, onion, pickle, garlic mayo

### WRAPS

\$12

Choice of Side

**Crispy Chicken**  
Crispy chicken and Bacon with lettuce, tomato, cheese

**Pork Bahn Mi**  
Pork, pickled vegetables, cilantro, hoisin mayo

**Steak Caesar**  
Sirloin steak, parmesan, olives, romaine, Caesar dressing

### SALADS

\$12

**Spinach and Bacon**  
Spinach with warm bacon dressing, walnuts, cranberries, red onion

**Caesar**  
Romaine, olives, croutons, parmesan with Caesar dressing

**Grilled Romaine**  
Grilled Romaine, marinated tomato and artichoke, parmesan

Add Salmon \$7 - Chicken \$4 - Steak \$6 - Shrimp \$7

*Geno's Steakhouse and Lounge*

# Product List

Evening Menu Ideas

\*prices TBD based on food purveyor



## DINNER

### STEAKS

CHOICE OF SIDE

<b>Filet</b> 6oz/8oz	\$30/35
<b>Ribeye</b> 12oz/16oz	\$31/36
<b>New York Strip</b> 12oz/16oz	\$28/33
<b>Sirloin</b> 8oz	\$23
<b>Grounder</b> 12oz	\$19
<b>Prime Rib</b> Friday and Saturday Only 9oz/13oz	\$29/31

### SIDES

Baked Potato  
Hashbrowns  
French Fries  
Brussel Sprouts  
Chef's Vegetables  
Rissoto

### ENTREES

CHOICE OF SIDE

<b>Alfredo</b> Creamy pasta served with bread add chicken or steak \$3 add shrimp or salmon \$7	\$15
<b>Salmon</b> Grilled or Pan-Seared	\$25
<b>Walleye</b> Pan-Seared or Deep Fried	\$25
<b>Shrimp Scampi</b> 6 pcs	\$23
<b>Chicken Breast</b> Grilled or Pan-Seared 6oz/12oz	\$19/23
<b>Prime Rib Sandwich</b> Full or Half	\$16/20
<b>Pork Chop</b> Grilled or Pan-Seared	\$24
<b>Kebabs</b> Beef, Pork, or Chicken with Vegetables	\$22

### SALAD BAR \$7

Add to any entree \$4

### KIDS MENU

\$12

<b>Chicken Strips</b> Deep fried chicken tenders	<b>Burger</b> Jr size burger add cheese \$1	<b>Mini Corn Dogs</b> Deep Fried Mini Corn Dogs	<b>Mac N Cheese</b> Kraft Mac N Cheese
---	---	---	---

*Geno's Steakhouse and Lounge*

# Product List

Catering Menu Ideas

\*prices TBD based on food purveyor



## CATERING

### CENTER OF THE PLATE

Pork Loin  
Sliced Roast Beef  
Grilled Chicken Breast  
Roasted Turkey

Prime Rib  
Salmon  
Shrimp

Stuffed Portobello (V)

### STARCHES

Garlic Smashed Potatoes  
Creamy Horseradish Yukon Gold Potatoes  
Roasted Red Bliss Potatoes  
Hash Brown Casserole  
Potatoes Au Gratin  
Macaroni and Cheese  
Penne Alfredo  
Wild Rice Pilaf  
Potato Salad (cold)  
Pasta Salad (cold)

### VEGETABLES

Fresh Chef's Vegetables  
Sautéed Green Beans  
Buttered Corn  
Honey Glazed Carrots  
Broccoli Au Gratin  
Coleslaw (cold)  
Panzanella (cold)  
Marinated Grilled Vegetables (cold)

Salad bread and dessert options are available for all catered events

\*This list is not all inclusive, but a starting point for options

*Geni's Steakhouse and Lounge*

# Product List

Take and Make Menu Ideas

\*prices TBD based on food purveyor



## TAKE AND MAKE MEALS

### HOT DISHES

Enchiladas  
-beef  
-chicken  
-cheese  
Chicken Alfredo  
Beef Stroganoff  
Macaroni and Cheese  
Beef Lasagna  
Broccoli Beef with Rice  
Pulled Pork with BBQ Sauce  
Shredded Beef with BBQ Sauce  
Meatballs  
Salisbury Steak  
Hawaiian Slider Sandwiches  
-roast beef  
-turkey  
-Italian  
-ham

Pizza Kits  
BBQ Kits  
Grilled Steak Kits  
Burger Kits

### SIDES

Potato Salad  
Pasta Salad  
Fruit Salad  
Broccoli Salad  
Garlic Bread  
Breadsticks  
Mashed Potatoes  
Lettuce Salad Kits  
Corn Casserole  
Hashbrown Casserole  
Seafood Salad  
Chicken Salad  
Beef Salad  
Tuna Salad

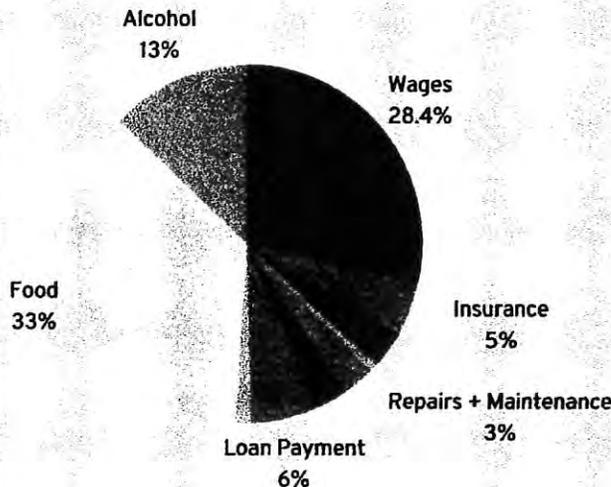
**MENUS WILL ROTATE WEEKLY WITH TWO  
ENTREE CHOICES AND TWO  
COMPLIMENTARY SIDE CHOICES**

**SMALL - FEEDS 1-3**

**LARGE - FEEDS 4-6**

*Geno's Steakhouse and Lounge*

# Cost Analysis



## Cost Breakdown

These are the expenditures associated with an average fine dining establishment. From food, transport, labor, and even wastage, each cost is accounted for to streamline our processes.

## Defining the culinary experience

The culinary industry can be traced back to the Sumerian period which dates back to 3000 BC. In more modern times, with the presence of social media and entire television networks dedicated to culinary arts, the industry has exploded. Restaurants come in all shapes, forms, and experiences. To provide information relative to our venture, we must narrow down the parameters significantly. Wayne, Nebraska has a population of nearly 6,000 people and a state college that's enrollment is almost 5,000 students which impacts our local economy significantly for 10 months out of the year. Northeast Nebraska as a whole is an agricultural community—we love our beef. The importance of having a local steakhouse is apparent as Geno's has been open since the 1960's. There are many communities that surround Wayne and people are always on the hunt for their next best meal. Trends show that people are spending more money on eating out than groceries (axios.com) and the food service industry is forecasted to reach \$997 billion in sales in 2023 (restaurant.org). These are promising statistics. However, in our area, it seems like more restaurants are closing as opposed to seeing new places take their run at the industry. What sets us apart is that between the two of us, we have a plethora of experience in both the front and back of the house. We know the time and dedication it takes to make a restaurant successful. We will provide high-quality ingredients prepared with love and local style, enjoyed in a relaxed, "feels like home" atmosphere.

# Breakeven Analysis



Estimated Costs	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Total Salaries	6,700	6,700	6,700	6,700	6,700	6,700
Minimum Hourly Labor	15,480	15,480	15,480	15,480	15,480	15,480
Insurance	4,000	4,000	4,000	4,000	4,000	4,000
Property Taxes	445	445	445	445	445	445
Utilities	1,500	1,500	1,500	1,500	1,500	1,500
Entertainment (TV, Internet, Misc.)	500	500	500	500	500	500
Marketing	250	250	250	250	250	250
General & Administrative Expenses	250	250	250	250	250	3,500
Repairs & Maintenance	2,000	2,000	2,000	2,000	2,000	2,000
Occupancy Costs	2,000	2,000	2,000	2,000	2,000	2,000
Loan Payment	5,000	5,000	5,000	5,000	5,000	5,000
Disposables	1,000	1,000	1,000	1,000	1,000	1,000
Credit Card Expense	2,500	2,500	2,500	2,500	2,500	2,500
Food Costs	28,000	28,000	28,000	28,000	28,000	28,000
Alcohol	10,000	10,000	10,000	10,000	10,000	10,000
<b>TOTAL</b>	<b>77,625</b>	<b>77,625</b>	<b>77,625</b>	<b>77,625</b>	<b>77,625</b>	<b>80,875</b>

Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
6,700	6,700	6,700	6,700	6,700	6,700	80,400
15,480	15,480	15,480	15,480	15,480	15,480	185,780
4,000	4,000	4,000	4,000	4,000	4,000	48,000
445	445	445	445	445	445	5,340
1,500	1,500	1,500	1,500	1,500	1,500	18,000
500	500	500	500	500	500	6,000
250	250	250	250	250	250	3,000
250	250	250	250	250	250	6,250
2,000	2,000	2,000	2,000	2,000	2,000	24,000
2,000	2,000	2,000	2,000	2,000	2,000	24,000
5,000	5,000	5,000	5,000	5,000	5,000	60,000
1,000	1,000	1,000	1,000	1,000	1,000	12,000
2,500	2,500	2,500	2,500	2,500	2,500	30,000
28,000	28,000	28,000	28,000	28,000	28,000	312,000
10,000	10,000	10,000	10,000	10,000	10,000	120,000
77,625	77,625	77,625	77,625	77,625	77,625	934,750

<b>Average Monthly Sales</b>	<b>77,895.83</b>
<b>Breakeven Weekly Sales Need</b>	<b>\$18,115.31</b>
<b>Breakeven Daily Sales Need</b>	<b>\$3,623.06</b>

# Financial Plan



## Capital Requirements

	Value	Percentage
Purchase Property	\$250,000	47%
Updated Equipment & Renovations	\$180,000	34%
Operating Expenses & Start-up Costs	\$100,000	19%
TOTAL	\$530,000	100%

# Competitor Analysis



## Birch Room Chophouse

Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> <li>• Higher-end restaurant</li> <li>• Great outdoor seating area</li> <li>• Modern interior</li> <li>• Higher-end meal offerings including steaks, pastas, and signature burgers</li> </ul>	<ul style="list-style-type: none"> <li>• Inconsistent hours</li> <li>• Understaffed</li> <li>• Poor customer service</li> <li>• Lack of parking when events are being held</li> <li>• Hard to get in touch with management</li> <li>• Limited space in the kitchen and dining area</li> </ul>	<ul style="list-style-type: none"> <li>• Room for expansion with land surrounding the facility</li> <li>• Opportunity to cater and host more community events/parties</li> </ul>	<ul style="list-style-type: none"> <li>• New players offer more imaginative menus</li> <li>• A more modern restaurant would take away the appeal</li> <li>• Location on the edge of the community is not ideal for patrons looking for something before or after their meal</li> </ul>

### We can do better

Geno's downtown location is ideal for patrons who are looking for a more inclusive evening. We are close to other downtown businesses such as bars, the brewery, movie theater, and downtown shopping. Our hours will be more consistent with a customer focused staff. Once we remodel the interior, we will have a modern restaurant and lounge that will be appealing to all ages. Our chef understands not only how to create a wonderful meal, but understands food costs that will keep our prices competitive. We will offer high-end cocktails along with traditional drinks.

# Competitor Analysis



## The Max

Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> <li>• Well established sports bar</li> <li>• Located downtown</li> <li>• Lunch specials are quick and you can typically get in and out in 40 minutes or less</li> <li>• Consistent hours</li> </ul>	<ul style="list-style-type: none"> <li>• Traditional bar food with limited high-end options (generally weekends only)</li> <li>• The interior is dark and has not been updated</li> <li>• Flow of service - lunch and dinner set ups are completely different</li> </ul>	<ul style="list-style-type: none"> <li>• Large space with a bar area and party room in the back with attached restrooms</li> <li>• Interior overhaul could attract new customers</li> </ul>	<ul style="list-style-type: none"> <li>• Another option for a quick lunch downtown could take away business</li> <li>• A more mature crowd is willing to pay more for a quality meal</li> <li>• An updated space with better lighting is more appealing for business or professional lunches</li> </ul>

## We can do better

The Max is the go-to spot in Wayne for a quick, no-frills lunch. They offer well known specials that patrons plan for each week. Geno's intends to offer a higher quality lunch at an affordable price. After the planned remodel, the interior will be much brighter and welcoming for those who are working over their lunch hour. We also have two dedicated spaces for any "lunch and learn" type of events or business meetings over the lunch hour.

# Competitor Analysis



## The 4th Jug

Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> <li>• Large Space</li> <li>• Keno</li> <li>• Golf Simulators</li> <li>• Menu variety</li> <li>• Large parking lot</li> <li>• Attached liquor store</li> <li>• Outdoor seating</li> <li>• Attached basketball and sand volleyball courts</li> </ul>	<ul style="list-style-type: none"> <li>• Use of space</li> <li>• Amenities are often out of order or not used (simulators, basketball courts, sand volleyball courts)</li> <li>• Customer service</li> <li>• Food quality</li> </ul>	<ul style="list-style-type: none"> <li>• Attracting customers by utilizing amenities-- setting up leagues for simulators and courts</li> <li>• improving food quality by trimming down menu</li> </ul>	<ul style="list-style-type: none"> <li>• New players offer more imaginative menus</li> <li>• Higher quality meal options</li> <li>• Modern space to attract younger crowds</li> <li>• Location</li> </ul>

### We can do better

The 4th Jug is a large sports bar on the edge of town. They have the ability to seat large groups and many people at the same time. This is also a downfall as they are often understaffed and their food delivery times are not ideal. The food quality is inconsistent and the staff is often under-trained. Geno's will not expand our seating unless we have the staff to do so on a particular evening. Our guests will receive quality service and products that will ensure they are planning their next return. We will focus on the customer, food, and drinks without the gimmicks of keno and golf simulators to attract customers.

# Competitor Analysis



## Fiesta Brava

Strengths	Weaknesses	Opportunities	Threats
<ul style="list-style-type: none"> <li>• Quick service</li> <li>• Consistent food quality</li> <li>• Outdoor seating</li> <li>• Fully staffed</li> <li>• Large dining area</li> <li>• Location</li> <li>• Frozen cocktails</li> <li>• Consistent hours of operation</li> </ul>	<ul style="list-style-type: none"> <li>• Limited parking</li> <li>• Occasional language barrier</li> <li>• Congestion near the entrance with customers being seated and others trying to pay their bills</li> </ul>	<ul style="list-style-type: none"> <li>• Great business that doubled their size within a short time frame after opening</li> <li>• Catering</li> <li>• Community Involvement</li> <li>• Flow between the two dining areas and the outdoor seating</li> </ul>	<ul style="list-style-type: none"> <li>• Upscale cocktail menu that will include version of some of their more popular drinks</li> <li>• Well known community members purchasing new restaurant could draw away from their crowds</li> </ul>

### We can do better

Fiesta Brava is arguably one of the best and most consistent restaurants in Wayne. They are in a great location, but parking downtown is limited for the number of patrons they can seat. Geno's is a completely different business offering a menu that does not compare to Fiesta Brava. We believe that our drinks, food, and community involvement will be what sets us apart from them.

# Market Analysis



## Our patrons

Geno's steakhouse will aim to appeal to patrons of all ages. As a well established business in the community, we will strive to keep the current market along with gaining a broader range of customers looking for a quality meal. Our community is fortunate to be the home of Wayne State College, one of the only growing higher education institutions in the state. We have the opportunity to host guests from all over the country as they visit their family members or attend events hosted by the college. There are also several surrounding communities that do not have a steakhouse or higher-end restaurant. We have the opportunity to draw from these communities to increase our customer base. Wayne is home to several production industry businesses, a regional hospital, and large agricultural industry that all draw people to our community for various reasons.

## User Persona

	<p><b>Goals</b></p> <ul style="list-style-type: none"> <li>• Wants to start a food blog</li> <li>• Find the best pasta in Northeast Nebraska</li> <li>• Meet new people</li> </ul>	<p><b>Challenges</b></p> <ul style="list-style-type: none"> <li>• Appealing to a single person</li> <li>• Amount of competition</li> <li>• Varying consumer behaviors</li> </ul>
<p><b>Jiara Martins</b></p> <p>26 Female Young Professional Wayne, NE</p> <p>Jiara recently graduated from WSC with her MBA. She is working for a local financial institution.</p>	<p><b>Likes</b></p> <ul style="list-style-type: none"> <li>• Wine tasting</li> <li>• Traveling</li> <li>• Dance</li> </ul>	<p><b>Dislikes</b></p> <ul style="list-style-type: none"> <li>• Poor customer service</li> <li>• Expensive food options</li> <li>• Bad restaurant ambiance</li> </ul>
	<p><b>Personality</b></p> <ul style="list-style-type: none"> <li>• Adventurous</li> <li>• Progressive</li> <li>• Fun</li> </ul>	<p><b>Products They Enjoy</b></p> <ul style="list-style-type: none"> <li>• Banana Republic Clothing</li> <li>• Starbucks Coffee</li> <li>• Fenty Makeup</li> </ul>

# Market Analysis



## Our patrons

Geno's steakhouse will aim to appeal to patrons of all ages. As a well established business in the community, we will strive to keep the current market along with gaining a broader range of customers looking for a quality meal. Our community is fortunate to be the home of Wayne State College, one of the only growing higher education institutions in the state. We have the opportunity to host guests from all over the country as they visit their family members or attend events hosted by the college. There are also several surrounding communities that do not have a steakhouse or higher-end restaurant. We have the opportunity to draw from these communities to increase our customer base. Wayne is home to several production industry businesses, a regional hospital, and large agricultural industry that all draw people to our community for various reasons.

## User Persona

	<p><b>Goals</b></p> <ul style="list-style-type: none"> <li>• Spend lots of time with her family</li> <li>• Go on an Alaskan Cruise with her husband</li> <li>• Retire early</li> </ul>	<p><b>Challenges</b></p> <ul style="list-style-type: none"> <li>• Location</li> <li>• Frequency</li> <li>• Competition</li> </ul>
<p><b>Sharon Jones</b></p> <p>52 Female Teacher Gering, NE</p> <p>Sharon is a mom to her two sons attending WSC. One plays football and her and husband are in town for every home game.</p>	<p><b>Likes</b></p> <ul style="list-style-type: none"> <li>• Football</li> <li>• Reading</li> <li>• Volunteering</li> </ul>	<p><b>Dislikes</b></p> <ul style="list-style-type: none"> <li>• Hard to read menus</li> <li>• Too many options</li> <li>• Bad lighting</li> </ul>
	<p><b>Personality</b></p> <ul style="list-style-type: none"> <li>• Kind</li> <li>• Welcoming</li> <li>• Talkative</li> </ul>	<p><b>Products They Enjoy</b></p> <ul style="list-style-type: none"> <li>• Good red wine</li> <li>• Christopher &amp; Banks Clothing</li> <li>• Borne shoes</li> </ul>

# Market Analysis



## Our patrons

Geno's steakhouse will aim to appeal to patrons of all ages. As a well established business in the community, we will strive to keep the current market along with gaining a broader range of customers looking for a quality meal. Our community is fortunate to be the home of Wayne State College, one of the only growing higher education institutions in the state. We have the opportunity to host guests from all over the country as they visit their family members or attend events hosted by the college. There are also several surrounding communities that do not have a steakhouse or higher-end restaurant. We have the opportunity to draw from these communities to increase our customer base. Wayne is home to several production industry businesses, a regional hospital, and large agricultural industry that all draw people to our community for various reasons.

## User Persona

	<p><b>Goals</b></p> <ul style="list-style-type: none"> <li>• Obtain his doctorate</li> <li>• Buy a house</li> <li>• Have children</li> </ul>	<p><b>Challenges</b></p> <ul style="list-style-type: none"> <li>• Likes to be outdoors</li> <li>• Travels on the weekends</li> <li>• Enjoys ethnic food</li> </ul>
<p><b>Erick Winters</b></p> <p>38 Male Professor Wayne, NE</p>	<p><b>Likes</b></p> <ul style="list-style-type: none"> <li>• Golf</li> <li>• Sports Cars</li> <li>• Husker Football</li> </ul>	<p><b>Dislikes</b></p> <ul style="list-style-type: none"> <li>• Closed in spaces</li> <li>• Waiting too long for service</li> <li>• Bland food</li> </ul>
<p>Erick is a WSC professor who recently moved to town.</p>	<p><b>Personality</b></p> <ul style="list-style-type: none"> <li>• Adventurous</li> <li>• Charming</li> <li>• Introvert</li> </ul>	<p><b>Products They Enjoy</b></p> <ul style="list-style-type: none"> <li>• Callaway</li> <li>• Travis Matthews</li> <li>• Craft Beers</li> </ul>

# Market Analysis



## Our patrons

Geno's steakhouse will aim to appeal to patrons of all ages. As a well established business in the community, we will strive to keep the current market along with gaining a broader range of customers looking for a quality meal. Our community is fortunate to be the home of Wayne State College, one of the only growing higher education institutions in the state. We have the opportunity to host guests from all over the country as they visit their family members or attend events hosted by the college. There are also several surrounding communities that do not have a steakhouse or higher-end restaurant. We have the opportunity to draw from these communities to increase our customer base. Wayne is home to several production industry businesses, a regional hospital, and large agricultural industry that all draw people to our community for various reasons.

## User Persona

	<p><b>Goals</b></p> <ul style="list-style-type: none"> <li>• Spend time with his grandchildren</li> <li>• Help his children with the farm</li> <li>• Go to Ireland</li> </ul>	<p><b>Challenges</b></p> <ul style="list-style-type: none"> <li>• Always wants a bargain</li> <li>• Limited tastes</li> <li>• Doesn't like change</li> </ul>
<p><b>James Phillips</b></p> <p>67 Male Retired Farmer Rural Wayne, NE</p> <p>James lives on the same family farm he grew up on outside of Wayne, NE</p>	<p><b>Likes</b></p> <ul style="list-style-type: none"> <li>• Steak and Potatoes</li> <li>• His '69 Chevelle</li> <li>• Playing Pitch</li> </ul>	<p><b>Dislikes</b></p> <ul style="list-style-type: none"> <li>• Loud spaces</li> <li>• Expensive food options</li> <li>• Overcooked steak</li> </ul>
	<p><b>Personality</b></p> <ul style="list-style-type: none"> <li>• Outgoing</li> <li>• Hard-working</li> <li>• Patient</li> </ul>	<p><b>Products They Enjoy</b></p> <ul style="list-style-type: none"> <li>• Busch Light</li> <li>• New Balance tennis shoes</li> <li>• Milwaukee Tools</li> </ul>

# Marketing Plan



## Our Plans In Detail

As with any successful business in today's market, we plan to utilize social media as our principal marketing source. The benefit is that the cost is low, the downside is that everyone does the same thing. We will regularly post our lunch, evening, and drink features on newly established "Geno's Steakhouse and Lounge" pages. We will invest time in our posts to make them stand out. Primary vehicles will be Facebook and Instagram as they are the two most popular platforms. We will also utilize the local newspapers and area shoppers to advertise, as needed. We will rely heavily on word of mouth advertising as we ensure guests have an excellent experience during their visits.

## The 4Ps of Marketing

<p><b>Product</b> - We will establish a more modern logo for our business and use that in all marketing materials. Our product is the business, itself.</p> <ul style="list-style-type: none"><li>• We will continue the tradition of a long-running steakhouse in the community.</li><li>• We will offer regular hours and customers will know when we are open.</li><li>• Our food, drinks, and customer service will create repeat customers.</li></ul>	<p><b>Price</b> - We will use high caliber foods to produce a quality meal at a reasonable price.</p> <ul style="list-style-type: none"><li>• Our offerings and service will create an experience that is unmatched locally.</li><li>• Price points will depend on the current market. Steve has an excellent understanding of calculating food costs and the knowledge to use product efficiently to keep costs as affordable as possible.</li><li>• Our prices will be in-line with the market and other competitors.</li></ul>
<p><b>Promotion</b> - We will use several platforms to promote our business.</p> <ul style="list-style-type: none"><li>• We will advertise heavily as the new owners of the steakhouse. Our open house, holidays, graduation, and large community events will also be times we increase our presence on all forms of media.</li><li>• Social Media will reach the largest group. We will also use print advertisement to reach the older crowds.</li><li>• Social media, radio, local TV, and print advertising are all available in our area.</li></ul>	<p><b>Place</b> - Geno's a brick and mortar steakhouse with an established location in downtown Wayne.</p> <ul style="list-style-type: none"><li>• Primary restaurant services will be done in the steakhouse. In the future we will offer off-site catering for parties and events.</li><li>• We are located near downtown shopping, bars, the local brewery, and community movie theater.</li><li>• Products will come from food and alcohol purveyors, then prepared in the steakhouse kitchen and served to the customer directly.</li></ul>

## Future Plans & Milestones →

### Growing day by day

We have included several of our major plans to increase revenue and profitability for the restaurant. These projects include adding off-site catering for parties and events, bringing a “take and make” option for patrons to create meals in the comfort of their own home, and a major cosmetic update to interior of the building-- in hopes that it will grow our younger customer base and be a destination steakhouse for dining and mid-sized events (birthday, holiday, retirement, graduation parties, etc.)

Contact us for  
further inquiries



(402) 640-2860 / [s.webber13@gmail.com](mailto:s.webber13@gmail.com) | (402) 841-2787 / [brit.janssen@gmail.com](mailto:brit.janssen@gmail.com)



**\* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED\***

# Temporary Operating Permit

Nebraska Liquor Control Commission

## 23 – 023 Class C

Issued: October 23, 2023 – Expires: January 22, 2024

Webber Hospitality, LLC.

dba: Geno's Steakhouse & Lounge

121 W 1<sup>st</sup> St., Wayne, NE 68787 Wayne County

Description: Entire L shaped one story building approx 72 x 96



Robert B Rupe - Executive Director  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 1<sup>st</sup> Floor  
Lincoln, NE 68509  
(402) 471 – 2571

\* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED\*

# Temporary Operating Permit

Nebraska Liquor Control Commission

## 23 – 023 Class C

Issued: October 23, 2023 – Expires: January 22, 2024

Webber Hospitality, LLC.

dba: Geno's Steakhouse & Lounge

121 W 1<sup>st</sup> St., Wayne, NE 68787 Wayne County

Description: Entire L shaped one story building approx 72 x 96



Hobert B Rupe - Executive Director  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 1<sup>st</sup> Floor  
Lincoln, NE 68509  
(402) 471 – 2571

\* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED\*

# Temporary Operating Permit

Nebraska Liquor Control Commission

## 23 – 023 Class C

Issued: October 23, 2023 – Expires: January 22, 2024

Webber Hospitality, LLC.

dba: Geno's Steakhouse & Lounge

121 W 1<sup>st</sup> St., Wayne, NE 68787 Wayne County

Description: Entire L shaped one story building approx 72 x 96



Hober B Rupe - Executive Director  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 1<sup>st</sup> Floor  
Lincoln, NE 68509  
(402) 471 – 2571



\* NO EXTENSIONS OF THIS PERMIT WILL BE ALLOWED\*

# Temporary Operating Permit

Nebraska Liquor Control Commission

## 23 – 023 Class C

Issued: October 23, 2023 – Expires: January 22, 2024

Webber Hospitality, LLC.

dba: Geno's Steakhouse & Lounge

121 W 1<sup>st</sup> St., Wayne, NE 68787 Wayne County

Description: Entire L shaped one story building approx 72 x 96



Hobert B Rupe - Executive Director  
Nebraska Liquor Control Commission  
301 Centennial Mall South, 1<sup>st</sup> Floor  
Lincoln, NE 68509  
(402) 471 – 2571

**RESOLUTION NO. 2023-77**

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE  
“2023 POOL PAINTING/SANDBLASTING PROJECT.”**

WHEREAS, three bids/proposals on the painting of the pool were obtained by the Park and Recreation Director.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid/proposal for the painting of the pool, as submitted by the following contractor, is the best bid/proposal received.

<u>Bidder</u>	<u>Amount of Bid</u>
Mighty Duck Steele Pool Company 1608 E 57 <sup>th</sup> Pl. #A Kearney NE 68847	\$45,923.50

BE IT FURTHER RESOLVED that the bid/proposal, as above set forth and filed with the City Clerk, and attached hereto, be and the same is hereby accepted.

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

Mighty Duck  
**Steele Pool Company**

SANDBLASTING • 25 YEARS OF EXPERIENCE • PAINT • REPAIR

City of Wayne  
306 Pearl St.  
Wayne, NE 68787  
Attn: ~~Lowell~~ Heggemeyer  
402-375-8627

- |  |                           |
|--|---------------------------|
| 1. Hydro blast acid wash 5000psi @ 180° twice<br>Hydro blast with sodium phosphate | - \$10,925. <sup>00</sup> |
| 2. Paint pool - 1 coat Gunzite primer<br>1 coat Zeron epoxy paint                  | - \$12,906. <sup>00</sup> |
| 3. Remove and Replace expansion joint  | - \$7,482. <sup>00</sup>  |
| Total Labor - \$31,313. <sup>00</sup>  |                           |

The City of Wayne will purchase the following:

Zeron pool paint (white)	70 gal. @ \$108. <sup>00</sup> gal.		- \$7,560. <sup>00</sup>
Gunzite epoxy primer	70 gal. @ \$78. <sup>00</sup> gal.		- \$5,460. <sup>00</sup>
Zeron pool paint (black)	4 gal. @ \$120. <sup>00</sup> gal.		- \$480. <sup>00</sup>
Epoxy solvent	8 gal. @ \$40. <sup>00</sup> gal.		- \$320. <sup>00</sup>
Thermolastic joint filler	30 gal. @ \$141. <sup>00</sup> gal.		- \$4,230. <sup>00</sup>
Misc. supplies			- \$450. <sup>00</sup>

Sutton, Fall City, Albion, Gibben, Superior  
Total Supplies - \$18,500.<sup>00</sup>

Take the facia off

Total - \$49,813.<sup>00</sup>

- 3,889.<sup>50</sup>  
\$45,923.<sup>50</sup>

Steele Pool Co. will guarantee pool paint for a period of 3 years as long as Steele Pool Co. preps + cleans pool for Spring opening at a cost of \$1,000.<sup>00</sup> per year.

Give Form to the requester. Do not send to the IRS.

tion.

Steele Pool Co.



308-379-9602

1608 E. 57th St. Pl. #A • Kearney, NE 68847

18039

Date 9-15 2023

Name City of Wayne

Address 306 Pearl St

City Wayne

State Ne Zip 68787

ORDER FILLED BY

Jeff

CHARGE

CASH

CHECK NO.

Lowell

QUANTITY

CODE #

DESCRIPTION

PRICE EA.

AMOUNT

1

D

Remove and Replace expansion joint in deep end of Swimming Pool

\$ 3800.00

NEED PO

Shipping

89.50

P-O 2023-27 L-H

SUBTOTAL

100-543-58000

TAX

N/A

Next Cleaning Date

TOTAL

3889.50

Received by

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Requester's name and address (optional)

Social security number

or

Employer identification number

47-0742497

not been notified by the Internal Revenue Service, or (c) the IRS has notified me that I am

direct.

currently subject to backup withholding because of a delinquent federal tax liability, a tax lien arrangement (IRA), and generally, payments to a nonresident alien TIN. See the instructions for Part II, later.

9-15-23

including those from stocks or mutual funds

is types of income, prizes, awards, or gross

mutual fund sales and certain other

from real estate transactions)

card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

Bierman Sandblasting & Painting, LLC

54781 839th Rd  
 Battle Creek NE, 68715  
 Landon Bierman 402-640-4992

# Estimate

Date	Estimate #
10/11/2023	359

Name / Address
City of Wayne

Project

Description	Qty	Rate	Total
Sandblasting	40	165.00	6,600.00
Labor	200	70.00	14,000.00
Travel Time/Miles	1,000	2.00	2,000.00
Paint Time	10	80.00	800.00
Amerlock Epoxy Part A	87	98.00	8,526.00T
Amerlock Epoxy Part B	87	85.00	7,395.00T
Misc Supplies, MEK, Blades, Plastic, Tape, Grinder Disks, Rollers, Brushes, Ect.	1	800.00	800.00
Dump Trailer Rental	1	600.00	600.00
Vulkem 116	60	9.60	576.00T
Amerlock Epoxy Part A (Black) for lines	10	98.00	980.00T
Amerlock Epoxy Part B	10	85.00	850.00T
We will sandblast pool.			
We will remove all the old caulking.			
we will install new chaulking.			
We will paint the pool with 2 coats of epoxy paint.			
As far Warranty none of the two paint comanies we go through will warranty pool paint. But i can tell you from my experience we have never had a problem. In all the pools we have done they have been getting 6 to 10 years out of a paint Job. We have done pools in Battle Creek Pierce and Plainview. As well as a few private pools.			
Thank you			
Landon Bierman			

Estimate good for 30 days

<b>Subtotal</b>	\$43,127.00
<b>Sales Tax (5.5%)</b>	\$1,007.99
<b>Total</b>	\$44,134.99

**Miller**  
**Painting & Decorating, Inc.**  
COMMERCIAL PAINTING AND CAULKING

401 E. Felber St.  
Box 183  
Hartington, Ne 68739

Phone: 402-254-6328  
Fax: 402-254-6326  
e-mail: [millerpainting@hartel.net](mailto:millerpainting@hartel.net)

JOB: Wayne City Pool

10-3-2023

ATTN:

Proposal

The undersigned proposes to furnish all materials and perform all labor necessary to complete the Following:

Sandblast and repaint pool. Restripe pool. Cutout and replace caulk in pool.

Total: \$66,336.00

All of the above work to be completed in a substantial and workmanlike manner for the sum of Sixty Six Thousand Three Hundred Thirty Six Dollars.

Payments to be made each \_\_\_\_\_ as the work progresses to the value of \_\_\_\_\_ ( \_\_\_\_\_ %) per cent of all work completed. The entire amount of contract to be paid within 30 days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

The contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State in which this work is performed.

Respectfully submitted, Randy Thoene  
Contractor

\_\_\_\_\_  
MILLER PAINTING INC.

By:

**ACCEPTANCE**

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. 2023-78**

**A RESOLUTION APPROVING THE AGREEMENT WITH CARLSON WEST POVONDRA ARCHITECTS AS ARCHITECT/SPECIAL ENGINEER FOR THE “COMMUNITY ACTIVITY CENTER RELOCATION PLANNING STUDY PROJECT.”**

WHEREAS, the City Council authorized the City Administrator to negotiate a fee and agreement with the firm of Carlson West Provondra Architects of Omaha for the “Community Activity Center Relocation Planning Study Project;” and

WHEREAS, the City Administrator has negotiated the architect's cost of service fees for the project, with the stipulated fee being \$15,000, including anticipated mileage and ancillary printing expenses; and

WHEREAS, at the City’s request, Carlson West Povondra Architects shall provide additional services not included in Article I of said agreement for additional compensation.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Wayne, Nebraska, accepts the recommendation of the City Administrator and hereby approves Carlson West Povondra Architects as the architect/special engineer for the “Community Activity Center Relocation Planning Study Project” pursuant to their proposal, and the Mayor is authorized and directed to sign said agreement for the professional services on behalf of the City.

PASSED AND APPROVED this 7th day of November, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



# AIA® Document B105® – 2017

## Standard Short Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Nineteenth day of October in the year Two Thousand Twenty Three  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787  
Telephone Number: (402) 375-1733

and the Architect:  
*(Name, legal status, address and other information)*

Carlson West Povondra Architects  
5060 Dodge Street  
Omaha, Nebraska 68132  
Telephone Number: (402) 551-1500

for the following Project:  
*(Name, location and detailed description)*

Wayne Community Activity Center  
Relocation Planning Study  
Wayne, Nebraska

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Architect's Compensation shall be:

Stipulated Sum of \$15,000.00 including anticipated mileage and ancillary printing expenses.

The Owner shall pay the Architect an initial payment of zero (\$ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for unanticipated expenses incurred at the Owner's request and in the interest of the Project, plus ten percent ( 10 %). However, the only anticipated expenses are mileage and ancillary printing costs – which are both included in the lump sum fee.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest from the date payment is due at the rate of one percent ( 1.0 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond eighteen ( 18 ) months of the date of this Agreement through no fault of the Architect.

**ARTICLE 7 OTHER PROVISIONS**

*(Insert descriptions of other services and modifications to the terms of this Agreement.)*

Field verification/documentation of the existing building systems (civil, architectural, structural, mechanical, electrical, life safety, etc.) outside of those clearly documented on existing plans that are made available to the Architect by the Owner will be considered an Additional Service.

**Limitation of Liability.** The Owner agrees that, to the fullest extent permitted by law, CWPA's total aggregate liability to the Owner for injuries, claims, losses, damages, fees or expenses arising out of work under this agreement from any cause or combination of causes, shall be, in total amount limited to the fees paid under this Agreement, or \$15,000, whichever is greater.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Cale Giese, Mayor  
*(Printed name and title)*

  
ARCHITECT (Signature)

Bob Soukup, AIA - Principal  
*(Printed name, title, and license number, if required)*

Init.

## ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Architect's scope of work for this facility planning study includes:

1. Data collection (existing facility walk-through) of the existing building at 1100 E 10<sup>th</sup> Street, Wayne, NE.  
(Paragraph deleted)
2. Verification of existing utility service capacities from public records and inspection of readily visible systems. This does not include an extensive documentation of as-built conditions for MEP branch systems (ductwork, plumbing, electrical circuiting, ect).
3. Site visits for pre-design/planning meetings with administration and design committee.
4. Architectural space program development
5. Concept floor and site plans
6. Estimate(s) of probable construction costs based upon concept plans.
7. Conceptual schematic renderings of final solution.

The Architect has assembled a team of Architects, Engineers and cost consultants in advisory rolls during this facility planning study phase of the Work. The Architect's Advisory Design Team includes Engineers for Structural, Mechanical, Plumbing, Electrical, as well as an independent Cost Consultant.

The Architect's Design Team has the potential to carry forward the outcome(s) of this facility planning study phase on into providing full professional services for the design and construction administration project. Should the Owner choose to move forward into design and construction, a new AIA A101 Standard Form of Agreement between Owner and Architect would be executed.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and, if applicable, shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services, if applicable, not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

## ARTICLE 3 USE OF DOCUMENTS

Drawings and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for planning future potential design and construction projects. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

## ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of this Agreement.

**RESOLUTION NO. 2023-79**

**A RESOLUTION APPROVING INTERLOCAL AGREEMENT BETWEEN THE CITY OF WAYNE AND WAYNE COUNTY FOR FUNDING WAYNE AREA ECONOMIC DEVELOPMENT, INC.**

**WHEREAS**, the City of Wayne is desirous to enter into an Interlocal Agreement with Wayne County for funding Wayne Area Economic Development, Inc.; and

**WHEREAS**, a copy of the proposed Interlocal Agreement is attached hereto and incorporated herein by reference.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Wayne, Nebraska, that the Interlocal Agreement between the City of Wayne and Wayne County is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the same.

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

INTERLOCAL AGREEMENT  
FOR FUNDING

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Wayne County, Nebraska, a Political Subdivision of the State of Nebraska, hereinafter referred to as "COUNTY," and City of Wayne, Nebraska, a Municipal Corporation, hereinafter referred to as "CITY," WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into an agreement for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, COUNTY and CITY have historically cooperated and worked together regarding issues related to economic development; and

WHEREAS, COUNTY and CITY desire to continue their cooperation in economic development matters; and

WHEREAS, COUNTY has a fiscal budget year beginning July 1 of each year; and

WHEREAS, CITY has a fiscal budget year beginning October 1 of each year; and

WHEREAS, on Oct 1, 2023, CITY began performing the economic development function for the CITY and COUNTY; and

WHEREAS, contributions (whether originating from COUNTY or CITY) to CITY's economic development program are kept in CITY's Economic Development Operating Fund; and

WHEREAS, for COUNTY's fiscal year, which began July 1, 2023, COUNTY budgeted \$125,000.00 to support economic development through Wayne Area Economic Development, Inc., for placement in CITY's Economic Development Operating Fund; and

WHEREAS, for CITY's fiscal year, which began October 1, 2023, CITY budgeted \$290,000.00 to support economic development through Wayne Area Economic Development, Inc., for placement in CITY's Economic Development Operating Fund;

NOW, THEREFORE, in consideration of the foregoing recitals, and the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. AGREEMENT: COUNTY agrees to fund economic development in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) for fiscal year 2023-2024, which sum shall be paid to CITY and deposited into its Economic Development Operating Fund before June 30, 2024. CITY shall develop a budget and use all funds for the purpose of encouraging immigration, new industries and investment and to conduct and carry on a publicity campaign to include but not be limited to exploiting and advertising the various agricultural, horticultural, manufacturing, commercial and other resources, including utility services, all in accordance with Section 13-315, N.R.S. 1943 (Reissue 2007), a copy of which is attached hereto and marked as Exhibit "A".

2. SUPERVISION: All services provided by CITY pursuant to this Agreement shall be done at the direction and under the specific control and supervision of CITY's Economic Development Director who shall be responsible for administering the cooperative undertaking between the COUNTY and CITY.

3. REAL & PERSONAL PROPERTY: All real and personal property acquired as part of the cooperative undertaking between the COUNTY and CITY shall belong to the CITY.

4. HOLD HARMLESS: CITY agrees to hold COUNTY harmless and indemnify COUNTY from any loss or damage or claim of loss by any third party from damage that results during the activities authorized or undertaken as provided in this Agreement.

5. TERM: The original term of this Agreement shall be for the CITY's fiscal year October 1, 2023, through September 30, 2024. The Agreement shall be extended for the CITY's next two (2) fiscal years from October 1, 2024, until September 30, 2025, and October 1, 2025, until September 30, 2026.

6. FUNDING: COUNTY and CITY shall fund economic development based on CITY's fiscal year, which begins on October 1 and ends on September 30, as follows:

A. COUNTY shall contribute \$125,000.00 into CITY's Economic Development Operating Fund for CITY's 2023-24 fiscal year, \$150,000.00 for CITY's 2024-25 fiscal year, and \$175,000 for CITY's 2025-26 fiscal year. Said sums shall be paid to CITY quarterly and deposited into said operating fund by June 30, of each year.

B. CITY shall contribute \$290,000.00 into CITY's Economic Development Operating Fund for CITY's 2023-24 fiscal year. CITY's contributions for CITY's 2024-25 and 2025-26 fiscal years shall be at least \$290,000.00, but subject to CITY's annual budget process.

7. FINANCIAL STATEMENTS: Upon request, CITY shall provide COUNTY with CITY's audited financial statements for any period during which CITY expends funds originating from COUNTY.

8. UNSPENT FUNDS: Upon termination of this Agreement, any remaining unspent funds may be utilized for the payment of any authorized expenditures which accrued prior to termination but which have not yet been paid. Unless a new agreement is put into place, one-half (1/2) of any remaining funds at the termination of this Agreement shall be returned to COUNTY so long as both parties have made their respective contributions for the current year.

9. REPORTING REQUIREMENTS: CITY's Economic Development Director will provide an annual report in person to the Wayne County Commissioners in June of each year, and:

A. CITY's Economic Development office shall provide a written overview of the activities performed during each quarter. This overview may include progress updates, milestones achieved, challenges faced, and any other relevant information. The quarterly overview shall be submitted in March, June (annual report), September, and December.

C. CITY shall provide COUNTY with a link to an electronic copy of CITY's audited annual comprehensive financial report within sixty (60) days of completion.

D. CITY's Economic Development Director shall notify COUNTY's officials of any irregularities or concerns related to findings in CITY's audited annual comprehensive financial

report or any irregularities or concerns related to general operations within CITY's Economic Development Department within three (3) days of learning such information.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement in duplicate the day and year first above written.

WAYNE COUNTY, NEBRASKA,  
A Political Subdivision of the State of  
Nebraska

\_\_\_\_\_  
Dean Burbach, Chairman, Board of  
Commissioners

ATTEST:

\_\_\_\_\_  
Debra Finn, County Clerk

CITY OF WAYNE, NEBRASKA,  
A Municipal Corporation

\_\_\_\_\_  
Cale Giese, Mayor

ATTEST:

\_\_\_\_\_  
Betty A. McGuire, City Clerk

**13-315 Appropriation or expenditure; purposes; method; limitation.**

The city commissioners or council of any city, the board of trustees of any village, and the county board of any county in the state shall have the power to appropriate or expend annually from the general funds or from revenue received from any proprietary functions of their respective political subdivision an amount not to exceed four-tenths of one percent of the taxable valuation of the city, village, or county for the purpose of encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of acquiring from any source a municipal electrical distribution system or exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city, village, or county. Such sum may be expended directly by the city, village, or county or may be paid to the chamber of commerce or other commercial organization or a similar county organization or multicounty organization or local development corporation to be expended for the purposes enumerated in this section under the direction of the board of directors of the organization. The total amount levied including the appropriation or expenditure made under this section shall not exceed the amount limited by law.

**Source:**

Laws 1921, c. 187, § 1, p. 699; C.S.1922, § 4392; C.S.1929, § 18-1201; R.S.1943, § 18-1401; Laws 1969, c. 103, § 1, p. 478; Laws 1972, LB 1261, § 1; Laws 1979, LB 187, § 75; Laws 1980, LB 599, § 5; R.S.1943, (1983), § 18-1401; Laws 1991, LB 840, § 24; Luws 1992, LB 719A, § 30.

**EXHIBIT "A"**

**RESOLUTION 2023-80**

**A RESOLUTION AUTHORIZING APPLICATION FOR RURAL ECONOMIC DEVELOPMENT GRANT.**

**WHEREAS**, the City of Wayne has been actively involved in economic development in order to improve the economic well being of its membership as well as that of Wayne or the Wayne County area as a whole; and

**WHEREAS**, the City of Wayne has proposed [describe project and location]; and

**WHEREAS**, the total project is estimated to be \$ \_\_\_\_\_ and the Northeast Nebraska Public Health Department is in need of an additional \$ \_\_\_\_\_ to fund the project; and

**WHEREAS**, the Rural Business-Cooperative Service has available an economic development program of financial assistance to Intermediaries in the form of grants to establish revolving loan funds; and

**WHEREAS**, the project is in compliance with 7 CFR 4280 and specifically the project is for eligible purposes and is not restricted (per 7 CFR 4280.27 and 7CFR 4280.3); and

**WHEREAS**, the City Council of the City of Wayne has endorsed the proposed rural economic development project as described in the application and will commit 20% of the total grant funds approved, which complies with 7 CFR 4280.23 Requirements for Lending from Revolving Loan Fund and 7 CFR 4280.29 Supplemental Financing Required for the Ultimate Recipient project; and

**WHEREAS**, the City Council of the City of Wayne agrees to the provisions of the regulations 7 CFR 4280-A and the 4280-3 grant agreement; and resolves to carry out the proposed project with the Northeast Nebraska Public Health Department according to 7 CFR 4280.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of Wayne, authorizes its City Administrator to submit an application of \$ \_\_\_\_\_ for a Rural Economic Development Grant; and

**BE IT FURTHER RESOLVED**, that the City Council authorizes its City Administrator to compile, complete, and execute the information and forms necessary to support this application including Form AD-1049 regarding a drug-free workplace program as required in 7 CFR 4280 Subpart A.

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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

**RESOLUTION 2023-80**

**A RESOLUTION AUTHORIZING APPLICATION FOR RURAL ECONOMIC DEVELOPMENT GRANT.**

**WHEREAS**, the City of Wayne has been actively involved in economic development in order to improve the economic well being of its membership as well as that of Wayne or the Wayne County area as a whole; and

**WHEREAS**, the City of Wayne has proposed loaning economic development funds to Northeast Nebraska Public Health Department (NNPHD) to be used for an expansion project north of Hopkins Eye Care off Milo Drive in Wayne, NE, that will accommodate the growing needs of the health district; and

**WHEREAS**, the total project is estimated to be \$1,285,000.00 and the Northeast Nebraska Public Health Department is in need of an additional \$360,000.00 to fund the project; and

**WHEREAS**, the Rural Business-Cooperative Service has available an economic development program of financial assistance to Intermediaries in the form of grants to establish revolving loan funds; and

**WHEREAS**, the project is in compliance with 7 CFR 4280 and specifically the project is for eligible purposes and is not restricted (per 7 CFR 4280.27 and 7CFR 4280.3); and

**WHEREAS**, the City Council of the City of Wayne has endorsed the proposed rural economic development project as described in the application and will commit 20% of the total grant funds approved, which complies with 7 CFR 4280.23 Requirements for Lending from Revolving Loan Fund and 7 CFR 4280.29 Supplemental Financing Required for the Ultimate Recipient project; and

**WHEREAS**, the City Council of the City of Wayne agrees to the provisions of the regulations 7 CFR 4280-A and the 4280-3 grant agreement; and resolves to carry out the proposed project with the Northeast Nebraska Public Health Department according to 7 CFR 4280.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of Wayne, authorizes its City Administrator to submit an application of \$300,000.00 for a Rural Economic Development Grant; and

**BE IT FURTHER RESOLVED**, that the City Council authorizes its City Administrator to compile, complete, and execute the information and forms necessary to support this application including Form AD-1049 regarding a drug-free workplace program as required in 7 CFR 4280 Subpart A.

PASSED AND APPROVED this 7<sup>th</sup> day of November, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



Rural Development

Rural Utilities  
Service

Office of Customer  
Service & Technical  
Assistance

Electric Program

1400 Independence  
Ave SW, Rm. 4149-S,  
STOP1569  
Washington, DC  
20250-1569

Voice: 202.720.2341

July 12, 2021

Wes Blecke  
City Administrator  
City of Wayne  
306 Pearl Street  
Wayne, NE 68787

Dear Mr. Blecke:

We are replying to your request for an eligibility determination on behalf of City of Wayne Electric Department for the Rural Economic Development Loan and Grant Program (REDLG) under the criteria that the utility would be eligible to become an Electric Program borrower and receive a loan under the Rural Electrification Act of 1936, as amended (RE Act).

According to the RE Act and subsequent legislation, loans and grants may be made to electric utilities for projects that are located in or will primarily benefit rural areas. The "rural area" definition to be used is specific to each Federal program and follows the criteria provided by Congress in the 2014 Farm Bill, Public Law 113-79 that was enacted on February 7, 2014. For the Electric Program, a "rural area" is "any area other than a city, town, or unincorporated area that has a population of greater than 50,000 inhabitants." Our review utilizes this definition and requires a primary finding that RE Act beneficiaries are within your utility's service area.

In this regard, we have completed our review of your request. Based upon our review, we have determined that City of Wayne Electric Department would be eligible to become a borrower and apply for assistance under the RUS Electric Program for projects that serve rural areas.

Please let us know if we can be of any further assistance.

Sincerely,

ROBERT  
COATES

Digitally signed by ROBERT  
COATES  
Date: 2021.07.12 08:54:30  
-04'00'

ROBERT COATES, *PE, PMP*

Chief, Policy and Outreach Branch  
Office of Customer Service and Technical Assistance  
Rural Development, Rural Utilities Service  
Electric Program

cc: Wes Blecke, City Administrator ([wblecke@cityofwayne.org](mailto:wblecke@cityofwayne.org))  
Tim Sutton, Superintendent ([tsutton@cityofwayne.org](mailto:tsutton@cityofwayne.org))  
Pat Bormann, GFR ([pat.bormann@usda.gov](mailto:pat.bormann@usda.gov))

Joan Scheel, RD State Director ([joan.scheel@usda.gov](mailto:joan.scheel@usda.gov))  
Bill Sheppard, Program Specialist ([bill.sheppard@usda.gov](mailto:bill.sheppard@usda.gov))  
Trung Hiu, EE ([trung.hiu@usda.gov](mailto:trung.hiu@usda.gov))