

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
306 PEARL STREET
February 20, 2024**

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 – February 6, 2024](#)
4. [Approval of Claims](#)
5. [Action on the request of Mindy Haase, representing the Wayne High School Post Prom Committee, to use the Community Activity Center for their post prom event on Saturday, March 23, 2024, and to request Council to consider waiving the rental fee](#)
6. [Action on the request of the Cruise Main Committee to allow food trucks to park/operate at the Riley’s property for Cruise Main in Wayne on the following dates: May 17th; June 21st; July 19th; August 16th; and September 20th](#)
7. [Action on the recommendation of the LB840 Revolving Loan Fund Review Committee on the revolving loan fund application to Wayne’s Economic Development Program by “Blends & Boards” owned and operated by Jennifer and Breland Ridenour — Luke Virgil, Economic Development Director](#)

Background: Jennifer and Breland Ridenour, the owners of Blends & Boards, are requesting \$10,000 in LB840 funds to open a smoothie and board game café at 211 Main Street. The funds will be utilized for business start-up costs, such as purchasing inventory and furniture. A letter from Luke, as well as the application, is included in the packet.

The LB840 Revolving Loan Fund Committee met on February 15th and voted unanimously to recommend the following terms for a loan to Blends & Boards:

1. Approval of the loan request for \$10,000;
2. A loan repayment period of 5 years; and
3. An interest rate to be set at one-half the rate set by the primary lender (primary lender rate — SNB&T: 9.5%; WEDP Rate: 4.75%).

Jennifer and Breland will be at the meeting to answer any questions you may have.

8. **Public Hearing:** Application for Class D (Beer, Wine & Distilled Spirits, Off Sale Only) Liquor License – JF Clarke, Inc., d/b/a “Pac N Save” (Advertised Time: 5:30 p.m.)

Background: JF Clarke, Inc., d/b/a “Pac N Save” is making application for a Class D Liquor License for the grocery store 1115 W 7th Street. Their full application is in the packet.

9. **Resolution 2024-9:** Approving Application for Class D Liquor License — JF Clarke, Inc., d/b/a “Pac N Save”
10. **Public Hearing:** To consider the Planning Commission’s recommendation in regard to Amending Wayne Municipal Code, Chapter 152 Zoning, specifically Section 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District. The applicant is the Community Redevelopment Authority. (Advertised Time: 5:30 p.m.)

Background: The Planning Commission held a public hearing on February 5, 2024, regarding a request by the Wayne Community Redevelopment Authority to consider amending the zoning text, specifically Section 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District. The applicant wishes to adjust the front yard requirements to a minimum of 15 feet. By maintaining a setback of 15 feet prevents a corner lot on the highway from using a half-frontage facing the highway as allowed on other corner lots in town. In addition, considering the location of the highway and site triangles, it is probably good to keep buildings on those lots back at 15 feet rather than allowing them to go to 7.5 feet on one side of the lot, either facing the highway or the side street.

After deliberation, the Planning Commission forwarded a recommendation to the Council to approve the minimum front yard requirement be 15 feet.

11. **Ordinance 2024-1:** Amending Wayne Municipal Code Chapter 152 Zoning, specifically Section 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District
12. **Public Hearing:** To consider the Planning Commission’s recommendation in regard to amending the Future Land Use Map of the Comprehensive Plan. The applicant for the request is the City of Wayne. (Advertised Time: 5:30 p.m.)

Background: The Planning Commission does an annual review of the “Future Land Use Map” and has brought forth revisions, which will place the zoning request to follow in compliance with the new “Future Land Use Map” should you approve the changes. After deliberation and discussion, the Planning Commission forwarded a recommendation to the Council to amend the Future Land Use Corporate Limits Map to show the area west of town to be targeted for annexation to include the area north of Grainland Road and east of Pheasant Run, the area a quarter mile west of Grainland Road beginning on the south at the edge of the Logan Creek floodplain and going north of Highway 35 for a half mile, and the area east of Pheasant Run north of Western Ridge 3rd Addition to tie into the existing area targeted for annexation west of Western Ridge II Addition., plus change the City’s East 14th Street property from Mixed Use Residential/Commercial to Public/Quasi-Public, as shown on the attached map.

13. [Ordinance 2024-2: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne](#)
14. [Resolution 2024-10: Approving an Interlocal Cooperation Agreement with Wayne County School District 0017 \(Wayne Community Schools\) related to Recreational Facilities](#)

Background: This interlocal agreement, which is similar to the one passed in 2022, is necessary to have in place for the additional sales tax asking. If the ballot measure passes, then the entities can work on and approve addendums thereto. This interlocal agreement was approved by the School Board at their February Board meeting.

15. [Resolution 2024-11: Placing a ballot question on the ballot for the Statewide Primary Election on May 14, 2024, to approve an increase in the local option sales and use tax by an additional one-half of one percent](#)

Background: This Resolution will place a sales tax question on the ballot. There will only be one proposition to consider:

- To increase the local sales and use tax rate by one-half of one percent (.50%), with all revenues generated by the additional one-half of one percent to be used for public infrastructure projects of the City, which shall include recreational facilities of the City.

This additional .5% is expected to average about \$500,000 per year.

16. [Department Report – Joel Hansen, Street and Planning Director](#)
17. [Semi-Annual LB840 Program Report – Luke Virgil, Economic Developer Director](#)
18. [Economic Development Report – NEDA Legislative Day and Nebraska Chamber of Commerce Annual Banquet – Luke Virgil, Economic Development Director](#)
19. Committee update on the Community Activity Center Relocation Project
20. Action to go into closed session to discuss potential litigation and to protect the reputation of an individual when the individual has not requested the same - Closed session is regarding Lot 1, Beaumont First Addition to the City of Wayne, Wayne County, Nebraska & N1/2N1/2SW1/4 & PT of the SW1/4NW1/4, less TL 11, 6-26-4
21. Adjourn

**MINUTES
CITY COUNCIL MEETING
February 6, 2024**

The Wayne City Council met in regular session at City Hall on February 6, 2024, 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 Terri Buck, Nick Muir, Clayton Bratcher, Jason Karsky, Matt Eischeid and Jill Brodersen; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. Absent: Councilmember 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.

Mayor Giese requested Council consideration to the appointment of Austyn Houser as Councilmember for Ward 2 (a seat vacated by Brendon Pick).

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, approving the mayoral appointment of Austyn Houser as Councilmember for Ward 2. 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.

Attorney Miller then gave the Oath of Office to Austyn Houser as Councilmember for Ward 2.

Mayor Giese requested Council consideration to the appointment of Clayton Dredge as the Electric Distribution Superintendent.

Councilmember Bratcher made a motion, which was seconded by Councilmember Buck, approving the appointment of Clayton Dredge as the Electric Distribution Superintendent. 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 Eischeid made a motion, which was seconded by Councilmember Brodersen, to approve the minutes of the meetings of January 16, 2024, and January 30, 2024, and to waive the readings 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:

APPROVED 1/16/24: COONEY FERTILIZER, INC, SE, 323189.71; OTTE CONSTRUCTION COMPANY, SE, 44853.00; PENRO CONSTRUCTION, SE, 155562.81

VARIOUS FUNDS: ABDO PUBLISHING COMPANY, SU, 91.80; ACES, SE, 1127.56; ALL-AMERICAN PUBLISHING, SE, 370.00; AMERITAS, SE, 112.75; AMERITAS, SE, 72.00; AMERITAS, SE, 3809.38; AMERITAS, SE, 175.19; AMERITAS, SE, 35.00; APPEARA, SE, 80.69; APPEARA, SE, 90.59; AUTO ANATOMY ALTERNATIVES, SE, 2232.50; BAKER & TAYLOR BOOKS, SU, 1817.47; BEIERMANN ELECTRIC, SE, 3948.48; BERNAL, GEORGINA, SE, 55.00; BLACK HILLS ENERGY, SE, 2591.64; BLUE CROSS BLUE SHIELD, SE, 44315.35; BOMGAARS, SU, 147.21; BOMGAARS, SU, 1,721.78; BROGIE, ED, RE, 200.00; CARHART LUMBER COMPANY, SE, 162.39; CARLSON WEST POVONDRA ARCHITECTS, SE, 5163.24; CIRBA SOLUTIONS SERVICES, SU, 108.95; CITY EMPLOYEE, RE, 383.70; CITY EMPLOYEE, RE, 164.50; CITY EMPLOYEE, RE, 345.00; CITY EMPLOYEE, RE, 175.13; CITY OF NORFOLK, RE, 298.24; CITY OF PONCA, RE, 10000.00; CITY OF PONCA, RE, 15538.45; CITY OF WAYNE, PY, 117023.61; CITY OF WAYNE, RE, 321.49; CITY OF WAYNE, SE, 534.01; CITY OF WEST POINT, RE, 22552.04; CITY OF WEST POINT, RE, 10000.00; CITY OF WISNER, RE, 2350.20; CITY OF WISNER, RE, 10000.00; CIVICPLUS, FE, 5209.31; COLORADO LIBRARY CONSORTIUM, FE, 75.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 15000.00; COMMUNITY SAFETY NET, SE, 160.00; COTTONWOOD WIND PROJECT, SE, 15896.46; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEARBORN LIFE INSURANCE COMPANY, SE, 89.44; DGR & ASSOCIATES, SE, 1032.00; ECHO GROUP, SU, 1584.00; ED M. FELD EQUIPMENT, SU, 1574.34; ED M. FELD EQUIPMENT, SU, 1179.00; ELITE DANCE CENTER, RE, 250.00; FAIR MANUFACTURING, SU, 6223.96; FAITH REGIONAL PHYSICIAN SERV, SE, 130.00; FASTWYRE BROADBAND, SE, 1638.66; FLOOR MAINTENANCE, SU, 364.62; FLOOR MAINTENANCE, SU, 213.20; FLOOR MAINTENANCE, SU, 1199.99; GALE/CENGAGE LEARNING, SU, 50.68; HILAND DAIRY, SE, 41.19; HILAND DAIRY, SE, 108.15; HOMETOWN LEASING, SE, 465.14; HYDRO OPTIMIZATION, FE, 500.00; ICMA, SE, 72.03; ICMA, SE, 75.00; ICMA, SE, 150.67; ICMA, SE, 592.03; ICMA, SE, 1083.40; ICMA, SE, 9552.86; ICMA, SE, 523.20; ICMA, SE, 130.76; ICMA, SE, 72.03; ICMA, SE, 197.98; ICMA, SE, 39.80; ICMA, SE, 132.44; INGRAM LIBRARY SERVICES, SU, 2337.58; IRS, TX, 19434.64; IRS, TX, 12985.05; IRS, TX, 4545.28; JEO CONSULTING GROUP, SE,

1275.37; JEO CONSULTING GROUP, SE, 12112.88; JOHNSON FITNESS & WELLNESS, SE, 4074.29; KAY CONTRACTING, SE, 21321.00; KAY CONTRACTING, SE, 12985.00; LINDNER CONST, RE, 240.00; MAIN STREET GARAGE, SE, 420.00; MARCO, SE, 228.08; MARCO, SE, 180.50; MUTUAL OF OMAHA, SE, 369.00; NE DEPT OF REVENUE, TX, 6186.34; NE DEPT OF REVENUE, TX, 272.05; NE HARVESTORE, SU, 1070.02; NE LAW ENFORCEMENT, FE, 240.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 361.75; NNEDD, SE, 85.00; NORTHEAST NE INS AGENCY, SE, 134749.00; NORTHEAST POWER, SE, 23826.18; NORTHWEST ELECTRIC, SU, 811.75; ONE OFFICE SOLUTION, SU, 1800.00; O'REILLY AUTOMOTIVE STORES, SU, 63.06; O'REILLY AUTOMOTIVE STORES, SU, 280.24; OVERHEAD DOOR, SU, 351.65; PONCA RURAL FIRE BOARD, RE, 3719.61; PONCA RURAL FIRE BOARD, RE, 10000.00; POSTMASTER, SU, 1119.69; PREMIER BIOTECH, SE, 72.18; QUADIENT FINANCE USA, SU, 1000.00; ROSE EQUIPMENT, SE, 1130.77; SCHULTZ, EVERETT, RE, 750.00; SKARSHAUG TESTING LAB, SE, 404.49; STADIUM SPORTING GOODS, SU, 8.00; STAPLES, SU, 254.34; STATE NEBRASKA BANK-PETTY CASH, RE, 117.19; SUTHERLAND, CARLY, RE, 250.00; THE MAJESTIC THEATER, SE, 600.00; THE RETROFIT COMPANIES, SU, 215.00; TOTAL GRAPHICS, SU, 225.00; USA BLUE BOOK, SU, 52.46; UTILITIES SECTION, FE, 423.00; UTILITIES SECTION, FE, 395.00; VILLAGE OF WINSIDE, RE, 4971.81; VILLAGE OF WINSIDE, RE, 10000.00; WAHLTEK, SE, 3900.00; WAYNE COUNTY TREASURER, FE, -1733.00; WAYNE COUNTY TREASURER, FE, 1733.00; WAYNE HERALD, SE, 901.05; WAYNE HIGH SCHOOL, RE, 5519.00; WESCO, SU, 417.30; WISNER WEST, SU, 27.01; ZACH OIL COMPANY, RE, 150.00; ADVANCED CONSULTING ENGINEERING SERVICES, SE, 457.48; APPEARA, SE, 113.02; AWWA, FE, 358.00; BLUE CROSS BLUE SHIELD, SE, 47803.60; BORDER STATES INDUSTRIES, SU, 5043.05; CARGILL, TREVOR, SE, 100.00; CARHART, BOB, RE, 500.00; CERTIFIED TESTING SERVICES, SE, 574.00; CINTAS, SU, 31.40; CITY OF WAYNE, SE, 337.56; CITY OF WAYNE, RE, 59.56; CORNHUSKER AUTO CENTER, SE, 3263.24; DSF WAYNE SHORT STOP, SU, 58.85; FAIRFIELD INN – KEARNEY, SE, 318.00; FIRST CONCORD GROUP, SE, 4703.72; FLOOR MAINTENANCE, SU, 401.60; GLOBAL PAYMENTS INTEGRATED, SE, 459.53; HILAND DAIRY, SE, 139.18; KTCH AM/FM RADIO, SE, 168.00; LOFFLER, SE, 457.38; LUTT OIL, SU, 16117.17; MERCHANT SERVICES, SE, 5521.63; MERCHANT SERVICES, SE, 1309.85; MERCHANT SERVICES, SE, 98.26; MILLER LAW, SE, 6250.00; MOTOROLA SOLUTIONS, SE, 13579.20; MUNICIPAL SUPPLY, SU, 999.85; MURPHY TRACTOR & EQUIPMENT, SU, 310.60; NAPIER, KYLE, SE, 100.00; NE RURAL WATER, FE, 550.00; NEBRASKA JOURNAL LEADER, SE, 135.76; NPPD, SE, 8827.44; NMPP ENERGY, FE, 400.00; NORFOLK DAILY NEWS, SE, 144.92; NORTHEAST POWER, SE, 5658.00; ONE CALL CONCEPTS, SE, 15.58; OPTK NETWORKS, SE, 408.54; PAC N SAVE, SU, 980.92; PLUNKETT'S PEST CONTROL, SE, 48.60; QUALITY FOOD CENTER, SU, 39.96; RODRIGUEZ, NANCY, SE, 82.50; SOOLAND BOBCAT, SU, 986.05; STAN HOUSTON EQUIPMENT, SU, 825.00; STATE FARM INSURANCE, SE, 563.00; STATE NEBRASKA BANK & TRUST, SE, 62.40; STEFFEN TRUCK EQUIPMENT, SU, 514.38; TITAN MACHINERY, SU, 320.00; TWIN CITY HARDWARE, SU, 126.74; VIAERO, SE, 70.44; WASTE CONNECTIONS, SE, 31.50; WAYNE COUNTY CLERK, SE, 10.00; WESCO, SU, 31222.60; WAPA, SE, 23814.34

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, 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.

Marcy Luth of AMGL presented the FY22-23 Audit.

Lowell Heggemeyer, Park and Recreation Director, stated that since the last meeting, he received another proposal to repair and refinish the auditorium terrazzo floors. This company, Complete Floors,

Inc., of Norfolk, also included quotes for both the north and south meeting rooms. Their proposal is as follows:

1. South meeting room - \$4,560;
2. Entrance middle area - \$11,675; and
3. North meeting room - \$6,599

These prices are substantially lower than those quoted by DeMarco Bros. in Omaha. Mr. Heggemeyer's recommendation is to award the contract to Complete Floors and have them do the south meeting room first to see how that turns out. He also noted that an employee of Complete Floors used to work for DeMarco Bros.

Councilmember Brodersen introduced Resolution 2024-3 and moved for its approval; Councilmember Muir seconded.

RESOLUTION NO. 2024-3

A RESOLUTION ACCEPTING PROPOSAL AND AWARDING CONTRACT ON THE "WAYNE CITY AUDITORIUM TERRAZZO FLOOR REFINISHING PROJECT" – COMPLETE FLOORS, INC. – SOUTH MEETING ROOM - \$4,560; ENTRANCE MIDDLE AREA - \$11,675; AND NORTH MEETING ROOM - \$6,599.

It was noted that once the south meeting room is done, if staff would like a glossier grit, they could make that decision without having the matter come before Council again.

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, received three bids/proposals for the "Prairie Park Soccer Field Irrigation Project." After review of the said bids, his recommendation is to award the project to the lowest bidder, Green Stripe, LLC, Stanton, for the amount of \$35,000. The other two bids were from Guaranteed Landscaping & Sprinklers of Norfolk - \$65,250, and Claussen & Sons Irrigation of Carroll - \$42,913.70.

Councilmember Eischeid introduced Resolution 2024-4 and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2024-4

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “PRAIRIE PARK SOCCER FIELD IRRIGATION PROJECT” - GREEN STRIPE, LLC - \$35,000.00.

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, Engineer with Olson, gave an update on the Prairie Park Project. Mr. Smith then presented and reviewed the plans, specifications and estimate of cost of \$597,825, for the “Prairie Park Lake Amenities’ Project.” By reducing the trail sidewalk from 10 feet to 8 feet, the estimate of cost was reduced by approximately \$63,000.

Councilmember Brodersen introduced Resolution No. 2024-5 and moved for its approval, Councilmember Karsky seconded.

RESOLUTION NO. 2024-5

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS AND ESTIMATE OF COST FOR THE “PRAIRIE PARK LAKE AMENITIES’ PROJECT,” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

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 proposed agreement with Olsson to do a watershed mapping project of Logan Creek was in a response to the new floodplain regulation/map changes coming forward. Staff was not overly pleased with the data used and how the same was compiled. Wayne has had two floods (2018 and 2019), so we are of the opinion that things have changed. However, FEMA was already through the process so they were not going to change anything midstream. Staff was of the opinion that we might be able to get more properties out of the floodplain if we use more current data. FEMA was not going to provide that for us, so we would need to have somebody do it for us. Carter Hubbard with Olsson prepared the proposal.

Joel Hansen, Flood Plain Administrator, added that when the new maps come out, they will go into effect March of 2026. For timeline purposes, there is an appeal process to FEMA which provides us the

opportunity to provide scientific data to them that they would use to reconsider their model. That is why we have to have an engineer do that. Olsson will provide us with something to submit to FEMA. This is our only option to do that before the map goes into effect in 2026. There is no guaranty that this is going to change that either.

Mr. Hansen noted there is an alternate in this Letter of Agreement. It includes an area a little farther to the north. There was a gentleman that came to our open house and asked us to do anything we could to help him because his house will be going into the floodplain. When he purchased that property, he was of the understanding that was not going to be an issue. This alternate proposal will cost \$5,900.

Matthew Smith, representing Olsson, reviewed what their services would be for this project. In addition, Carter Hubbard joined the meeting via cell phone to answer questions.

Administrator Blecke stated staff thinks the channel has deepened and potentially widened, so there is more capacity there than what they are giving us credit for. Olsson thinks that the data used for these maps is probably 7-10 years old, so this would be more recent data.

After discussion, Councilmember Eischeid introduced Resolution No. 2024-6 and moved for its approval, Councilmember Brodersen seconded.

RESOLUTION NO. 2024-6

A RESOLUTION APPROVING LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF WAYNE AND OLSSON FOR THE "LOGAN CREEK WATERSHED MAPPING PROJECT" - \$39,600 FOR ORIGINAL AREA AND AN ADDITIONAL \$5,800 FOR THE ALTERNATE ADDITIONAL AREA.

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 declared the time was at hand for the public hearing on the One and Six Year Street Improvement Program.

Joel Hansen, Street and Planning Director, presented the One and Six Year Street Improvement Program. This is a yearly requirement to receive Highway Allocation Funds from the Nebraska Department of Transportation. He noted that just because a project is in the One and Six Year Street

Improvement Plan does not mean the project has to be done that year. However, if the City would want to do a project that is not in the One and Six Year Street Improvement Plan, another public hearing would have to be held to amend the plan.

He presented two proposals: one that had projects in 2024 and maintenance only each year until 2029; the other proposal had projects from 2024 through 2029.

Upcoming projects, which include some carry-over projects from previous year(s), include the following:

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>

M – 617(112)	2024	Prairie Park Streets – 5,900’ Construct Gravel Roads	\$600,000
M – 617(116)	2024	W. 7 th Street from Haas Avenue to Pheasant Run – 1,650’ Storm Sewer & Sidewalk	\$800,000

M – 617(132)	2025	E. 4 th Street and Thorman Street – 2,300’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$900,000
M – 617(115)	2025	W. 3 rd Street from Oak Dr. to 250’ E. of Oak Dr. – 250’ Construct Concrete Paving, Curb & Gutter	\$ 70,000

M – 617(129)	2026	Fairgrounds Avenue from S. Main to S. Nebraska & from Dead End to Prairie Park – 915’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$800,000

M – 617(131)	2027	E. 21 st Street from Vintage Hill Drive to Centennial Road and Centennial Road from E. 14 th to E. 21 st – 4,500’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$ 1,500,000

M – 617(107)	2028	Clark Street & S. Pearl Street – 745’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$350,000
M – 617(114)	2028	W. 2 nd Street from Blaine St. to 360’ E of Blaine St. – 380’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$180,000
M – 617(98)	2028	Sherman Street from W. 5 th St. to W. 6 th St. – 300’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$140,000
M – 617(113)	2028	Sherman Street from W. 3 rd St. to W. 4 th St. – 300’ Construct Concrete Paving, Curb & Gutter	\$140,000

M – 617(127)	2029	Downtown Alleys – 2,880’ Overlay and Concrete Paving	\$500,000
M – 617(130)	2029	W. 11 th Street from Main to Sherman – 1,550’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$850,000
M – 617(89)	2029	Lage Subdivision – South of Fairgrounds Avenue – 900’ Construct Concrete Paving, Curb & Gutter, Storm Sewer	\$400,000
M – 617(120)	2029	Northern Ridge Drive from Highway 15 to W. 21 st St. – 1,800’ Construct Concrete Paving, Curb & Gutter, & Storm Sewer	\$800,000
M – 617(119)	2029	South Windom Street from 232’ S of Folk St. to 333’ S of Folk St. Construct Concrete Paving, Curb and Gutter – 101’	\$25,000
M – 617(133)	2029	E. 10 th Street from Schreiner Drive to east end of Viken Park Reconstruct Concrete Paving, Curb and Gutter – 200’	\$200,000

Councilmember Bratcher brought up concerns again about not only his neighborhood, but a few others, not having proper storm drainage. He would like to see improvements made to these neighborhoods.

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

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

Councilmember Eischeid introduced Resolution 2024-7 and moved for its approval; Councilmember Buck seconded.

RESOLUTION NO. 2024-7

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM (PROPOSAL WITH PROJECTS FROM 2024 – 2029).

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 would approve the mutual aid agreement between the City of Wayne and the Northeast Nebraska Mutual Aid District (NNMAD). The NNMAD includes the communities and rural fire districts of Allen, Bancroft, Concord, Dakota City, Dixon, Emerson, Homer, Laurel, Martinsburg, Newcastle, Pender, Ponca, Rosalie, South Sioux City, Thurston, Wakefield, Walthill and Winnebago, who

agree to respond to other members' emergency fire calls if there is a fire or disaster too big for the local firefighters to control.

Councilmember Brodersen introduced Resolution 2024-8, and moved for its approval; Councilmember Bratcher seconded.

RESOLUTION NO. 2024-8

A RESOLUTION APPROVING A MUTUAL AID AGREEMENT BETWEEN THE CITY OF WAYNE VOLUNTEER FIRE DEPARTMENT AND THE NORTHEAST NEBRASKA MUTUAL AID DISTRICT.

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 Eischeid introduced Ordinance No. 2023-31, and moved for approval of the third and final reading thereof; Councilmember Buck seconded.

ORDINANCE NO. 2023-31

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF A 1681.90 SQUARE FOOT EASEMENT LOCATED IN LOT 1, JORGENSEN SUBDIVISION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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 updated the Council on the Community Activity Center Relocation Project.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 7:10 p.m.



Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	COFFEE MAKER/PHONE CORDS/BATTERIES/SHOVELS/LADDER	1,400.69
AMERITAS LIFE INSURANCE	AMERITAS ROTH	175.19
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	114.70
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,470.02
AMGL	AUDIT OF FINANCIAL STATEMENTS	28,775.00
APPEARA	LINEN & MAT SERVICE	168.62
ARC-HEALTH & SAFETY	FIRE DEPT TRAINING MATERIAL	322.00
ARKFELD LOCK & SECURITY	HOUDINI LUBRICANT	226.32
ARNIE'S FORD INC	BATTERY	237.11
AUTO ANATOMY ALTERNATIVES, INC	HEADLIGHT	276.00
BAKER & TAYLOR BOOKS	BOOKS	774.13
BEIERMANN ELECTRIC	DIGESTER FLOAT/BALLAST	1,016.36
BLACK HILLS ENERGY	GAS BILLS	6,339.33
BSN SPORTS, INC	BREAKAWAY BASKETBALL GOALS	737.98
CARGILL, TREVOR	MEN'S BASKETBALL REF	50.00
CINTAS	FIRST AID SUPPLIES	361.27
CITY EMPLOYEE	MEDICAL & VISION REIMBURSEMENT	905.97
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	81.62
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	53.78
CITY OF WAYNE	PAYROLL	111,605.08
CITY OF WAYNE	UTILITY REFUND	10.16
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	1,326.70
CORE & MAIN LP	WATER METER	418.26
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	12,021.48
DAS STATE ACCTG-CENTRAL FINANCE	WSC INTERNET CHARGES	69.73
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	3,185.39
ED M. FELD EQUIPMENT CO INC	120V AC PLUG	151.50
EKBERG AUTO SALVAGE	TOWING CHARGE	115.00
ELITE DANCE CENTER	AUDITORIUM DEPOSIT REFUND	200.00
FAIR MANUFACTURING INC.	CYLINDER	378.00
FREDRICKSON OIL CO	OIL	1,842.50
GROSSENBURG IMPLEMENT INC	IDLER/PULLEY/HOSE/FITTINGS/LATCH	439.04
HAWKINS, INC	CHLORINE/FLUORIDE FOR WELLS	1,839.20
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	340.66
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	150.67
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	132.44
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA-ICMA	72.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	2,083.40
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	72.03
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	592.03

Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,631.85
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	39.80
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	197.98
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	523.20
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	130.76
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	75.00
INGRAM LIBRARY SERVICES	BOOKS	714.03
INTERSTATE INDUSTRIAL SERVICE	CERTIFY BACKFLOW	447.56
IRS	FICA WITHHOLDING	18,501.56
IRS	FEDERAL WITHHOLDING	11,194.24
IRS	MEDICARE WITHHOLDING	4,326.94
J. F. AHERN CO.	CAC SPRINKLER INSPECTION	356.00
JOHN'S WELDING AND TOOL LLC	PLOW TRUCK SUPPORT TUBES/TRAILER JACK/FLAT IRONS	438.65
JOHNSON FITNESS & WELLNESS	WEIGHT ROOM FITNESS EQUIPMENT REPAIRS	2,769.77
KELLY SUPPLY COMPANY	AIR REGULATOR	309.55
KEPCO ENGRAVING	NAMEPLATES	33.80
KOEHLMOOS, KLAY	MEN'S BASKETBALL REF	50.00
MAX R	PRAIRIE PARK SIGNS	4,259.00
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTION/MONITORING FEES	809.25
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	207.57
MIDWEST SERVICE & SALES	CROSSBAR WITH HOOKS	1,290.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,512.58
NE HARVESTORE	TIRES/HYDRUAILIC FLUID/ANTIFREEZE	1,356.86
NE RURAL WATER	CONFERENCE REGISTRATIONS	1,335.00
NEBRASKA GENERATOR SERVICE LLC	WELL 10 GENERATOR CONTROL BOARD	3,886.56
NORTHEAST MEDIA	2024 TRAVEL GUIDE AD	1,600.00
NORTHEAST NE INS AGENCY INC	SPECIAL EVENTS LIABILITY INSURANCE	1,701.18
NORTHEAST TIRE SERVICE	TIRE REPAIRS	180.00
OLSSON	FAIRGROUNDS AVE REC DEVELOPMENT	12,917.50
O'REILLY AUTOMOTIVE STORES, INC.	CABIN FILTER/SHOCKS/THERMOSTAT/STOP LEAK	247.85
OVERDRIVE, INC.	AUDIO/E BOOKS	1,086.73
PEPSI COLA OF SIOUXLAND INC	CAC POP	75.95
SEALS & SERVICE, INC.	SEAL KIT	566.76
SOMMERFELD, KIRK	SANTA AT THE LIBRARY	100.00
STAPLES, INC	OFFICE SUPPLIES	440.18
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	103.29
TITAN MACHINERY	ENGINE OIL/FILTERS	349.00
US BANK	PITCHING L SCREEN/MARKING FLAGS/BOOKS/TECH SUPPLIES	15,830.12
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	2,106.70
UTILITY EQUIPMENT CO	METER CONNECTORS	138.23
VERIZON WIRELESS SERVICES LLC	CELL PHONES	574.49
WAYNE AUTO PARTS	AIR REGULATOR/EXHAUST FLUID/WIPER BLADES/FITTINGS	396.52
WAYNE HERALD	GREEN TEAM ADS	190.00
WAYNE HERALD	ADS AND NOTICES	880.55
WAYNE HERALD	CAC & POOL ADS	912.00
WAYNE STATE COLLEGE	WAYNE AMERICA POSTERS/MUGS	130.35
WESCO DISTRIBUTION INC	CURRENT TERMINALS	2,642.90
WESTERN IOWA TECH	FIRE SCHOOL REGISTRATIONS	400.00
	Grand Total:	294,606.20



February 16, 2024

Wes Blecke
City Administrator
306 Pearl Street
POB 8
Wayne, NE 68787

RE: LB840 RLF Review Committee – recommendation for *Blends & Boards*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on February 15, 2024, and reviewed a revolving loan fund application to Wayne's Economic Development Program (WEDP) by *Blends & Boards*.

The Review Committee met with the owners of *Blends & Boards*, Jennifer & Breland Ridenour, who have leased space at 211 Main Street and plan to open a smoothie and board game café. *Blends & Boards* will utilize the WEDP Funds for business start-up costs such as purchasing inventory and furniture.

To match their request of \$10,000 from the WEDP, *Blends & Boards* has secured financing for \$20,000 via a line of credit at State Nebraska Bank & Trust, Wayne, NE, and has provided matching funds of \$2,000 (personal equity). The total project is estimated to cost at least \$32,000.

Following the meeting with *Blends & Boards*, the Review Committee discussed the request for an LB840 RLF Loan of \$10,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Blends & Boards*:

- approval of the loan request for \$10,000;
- a loan repayment period of 5 years;
- and, an interest rate to be set at one half the rate set by the primary lender.
(Primary Lender Rate – SNB&T, Wayne, NE: 9.5% variable; WEDP Rate: 4.75% fixed)

Please convey this recommendation to the members of the City Council so the necessary steps can be taken to complete the application process. Feel free to contact me if you have any questions.

Sincerely,

Lucas R. Virgil
Director of Ec. Dev.

PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA

**APPLICATION FOR WAYNE'S
ECONOMIC DEVELOPMENT PROGRAM (WEDP) FUND**

Application Number:

Date Received

LB840 (form approved 073109)

2024

PART I. GENERAL INFORMATION

TYPE OR PRINT ALL INFORMATION

1. APPLICANT IDENTIFICATION			2. PERSON PREPARING APPLICATION		
Applicant Name	Brieland & Jennifer Ridenour		Name/Business	Blends & Boards	
Mailing Address	84806 Hwy 15		Address	214 Main St LRV 211 Main Street	
Wayne	NE	68787	Wayne	NE	68787
(City)	(State)	(ZIP)	(City)	(State)	(Zip)
Telephone Number	402 326 1423		Telephone Number	402 326 1423	
Fax Number			Federal Tax ID # / SS#		
Federal Tax ID Number					
Email Address	jridenour0803@gmail.com		Email Address	blendsandboards@gmail.com	
3. BUSINESS TYPE			5. FUNDING SOURCES		
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:			WEDP Funds Requested \$ 10,000 K Matching Funds \$ 20,000 K LOC Other Funds \$ 2,000 personal Total Project Funds \$ 32 K <i>(Round amounts to the nearest hundred dollars.)</i>		
4. ASSISTANCE TYPE REQUESTED					
<input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other					

6. PROGRAM SUMMARY: Brief narrative description of the project for which WEDP funds are requested

Funds requested for opening expenses such as inventory, furniture, and rent ~~insurance~~

7. CERTIFYING OFFICIAL: Chief Executive Officer or owner of applicant requesting WEDP funds.

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources This applicant will comply with all Federal, state, and local requirements governing the use of WEDP funds

Signature in ink 	Typed Name and Title Jennifer Ridenour owner Brieland Ridenour owner	Date Signed 2-7-24
Attest 	Typed Name and Title Luke Virgil, WAED Executive Director	Date Signed 02/08/2024

SUBMIT THE ORIGINAL AND ONE COPY (UNBOUND) OF THE ENTIRE APPLICATION TO:

Wayne Economic Development Program Fund
108 W 3rd Street, Wayne, NE 68787
(402) 375-2240 Fax (402) 375-2246

PART II. FUNDING SUMMARY

(Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements					
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
* Small business and microenterprise development including expansion of existing businesses.	10,000	20,000	2,000	32,000	SN Bank + personal
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
TOTAL PROGRAM COSTS					

APPLICANT CERTIFICATIONS

- a. There are no legal actions underway or being contemplated that would significantly impact the capacity of this company to effectively proceed with the project: and to fulfill all WEDP requirements.

If benefiting business/organization is a proprietorship or partnership, sign below:

By: *Jennifer Anderson* Date: 2-7-24

If benefiting business/organization is a Corporation, sign below:

By: _____ Date: _____

Luke Virgil Luke Virgil/WAED Executive Director 02/08/2024
 Attest Typed Name/Title Date

PART III. PROJECT DESCRIPTION AND IMPACT

On separate sheets of paper, provide any additional information (such as jobs to be created, collateral assignments, community impact, etc.) and enclose with this application form.

Submit the original and one copy of the application form and all application materials.

DO NOT BIND, FOLD, OR STAPLE

RESOLUTION NO. 2024-9

WHEREAS, JF Clarke, Inc., d/b/a “Pac N Save,” made application to the Nebraska Liquor Control Commission for a Retail Class D Liquor License at 1115 W 7th 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 February 8, 2024; and

WHEREAS, a hearing was held on February 20, 2024, 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 20th day of February, 2024.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

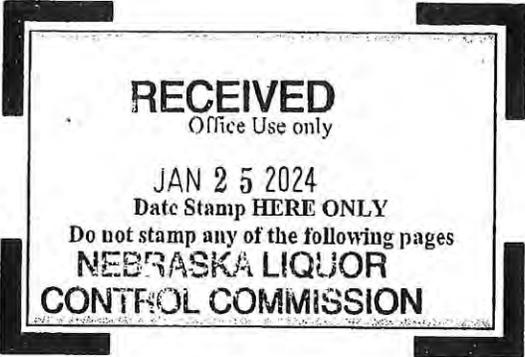
City Clerk

**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
WEBSITE: www.lcc.nebraska.gov

License Class: DK

License Number:
126250



Office Use Only

NEW / REPLACING _____ TOP Yes No

Hot List Yes No

Initial: HY

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 JF CLARKE, INC

TRADE (DBA) NAME PAC N SAVE

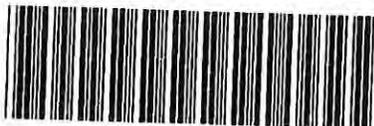
PREVIOUS TRADE (DBA) NAME PAC N SAVE

CONTACT NAME AND PHONE NUMBER JUSTIN LUTHER 605-996-8393

CONTACT EMAIL ADDRESS JUSTIN@COUNTYFAIRFOODSTORES.COM

No Payment

Office use only	
PAYMENT TYPE <u>PayPort</u>	<u>HY</u>
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>1-10-24</u>	
DATE DEPOSITED _____	



2400000627

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 TRISH BELL Phone Number 402-434-3000
Firm Name O'NEILL HEINRICH
Email address TBELL@OHDBSLAW.COM
Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) PAC N SAVE

Street Address 1115 W 7TH ST

City WAYNE County WAYNE -27 Zip Code 68787-1647

Premises Telephone number 402-375-1202

Business e-mail address OFFICE@PACNSAVEGROCERY.COM

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 PAC N SAVE

Street Address 1305 W HAVENS AVE

City MITCHELL State SD Zip Code 57301-4116

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 77 x width 326 in feet

Is there a basement? Yes No If yes, length _____ x width _____ 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

One story Building Approx 77 x 326

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
JUSTIN LUTHER	10/2011	HANSON CO, SD	SPEEDING	GUILTY
JUSTIN LUTHER	08/2020	DAVISON CO, SD	SPEEDING	GUILTY
JUSTIN LUTHER	01/2022	TRIPP CO, SD	SPEEDING	GUILTY
JUSTIN LUTHER	07/2022	BRULE CO, SD	SPEEDING	GUILTY
JUSTIN LUTHER	UNKNOWN	GA AND CA	MISC TRAFFIC VIOLATIONS	GUILTY
JOHN CLARKE	1969	MERRICK CO, NE	HUNTING DUCK OUT OF SEASON	PAID FINE

Also see attached

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 _____

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

YES NO

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

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

YES NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

- a) Submit a copy of the business purchase agreement _____
- b) Include a list of alcohol being purchased, list the name brand, container size and how many _____
- c) Submit a list of the furniture, fixtures and equipment _____

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

YES NO

If yes, list the lender(s) FIRST NATIONAL BANK OF OMAHA

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

YES NO

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

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

State Nebraska Bank & Trust Justin Luther, Stephen Clarke, John Clarke, Tamar Letcher, Brent Engels, Dana Engels

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.

see attached

Name	Type of License	License #	Address of Business Location			
County Fair, Inc	Retail On & Off Sale Wine	RW-19293	1305 W Havens Ave	Mitchell	SD	57301
County Fair, Inc	Package Liquor	PL-4685	1305 W Havens Ave	Mitchell	SD	57301
County Fair, Inc	Transporters Alcohol	TA-6872	1305 W Havens Ave	Mitchell	SD	57301
County Fair, Inc	Package Liquor	PL-4692	1012 W Havens Ave	Mitchell	SD	57301
County Fair, Inc	Package Liquor	PL-20419	1002 H Hwy 77	Dell Rapids	SD	57022
County Fair, Inc	Retail On & Off Malt Beverage	RB-25474	817 W 2nd St	Winner	SD	57580
County Fair, Inc	Retail On & Off Sale Wine	RW-28235	817 W 2nd St	Winner	SD	57580
County Fair, Inc	Package Liquor	PL-28725	12 E 7th St	Platte	SD	57369
JF Clarke, Inc	Liquor	123266	710 E Hwy 20	Valtenine	NE	69201

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)
JUSTIN LUTHER	10/2011	HEALTH COMMUNICATIONS, INC - CAST 2471455N

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
JUSTIN LUTHER/ PRESIDENT	8/5/2008	COUNTY FAIR FOOD STORES, MITCHELL
STEPHEN CLARKE/ VP	8/8/2011	COUNTY FAIR FOOD STORES, DELL RAPIDS
JOHN CLARKE/ CEO	8/27/1984	COUNTY FAIR FOOD STORES, MITCHELL

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

X Lease expiration date 9/26/2038
 _____ Deed
 _____ Purchase Agreement

14. When do you intend to open for business? 9/26/2023

15. What will be the main nature of business? SUPERMARKET

16. What are the anticipated hours of operation? 7:30 AM - 9 PM DAILY

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
JOHN CLARKE, MITCHELL, SD	2008	NOW	SAME	2008	NOW
JUSTIN LUTHER, MITCHELL, SD	2008	NOW	SAME	2008	NOW
STEPHEN CLARKE, BALTIC, SD		NOW	SAME		NOW
BRENT ENGELS, WAYNE, NE	2023	NOW	SAME	2023	NOW
BRENT ENGELS, DELL RAPIDS, SD		2023	SAME		2023

If necessary, attach a separate sheet

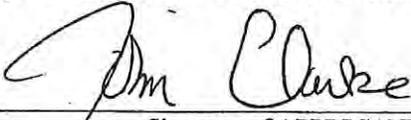
PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE - PLEASE READ CAREFULLY

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.

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)



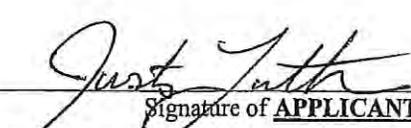
Signature of **APPLICANT**
JOHN CLARKE

Printed Name of **APPLICANT**



Signature of **SPOUSE**
LUANN CLARKE

Printed Name of **SPOUSE**



Signature of **APPLICANT**
JUSTIN LUTHER

Printed Name of **APPLICANT**



Signature of **SPOUSE**
MEGAN LUTHER

Printed Name of **SPOUSE**

PERSONAL OATH AND CONSENT OF INVESTIGATION

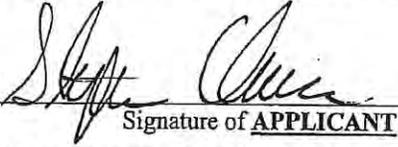
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**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**


Signature of **APPLICANT**

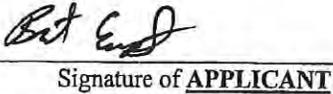
STEPHEN CLARKE

Printed Name of **APPLICANT**


Signature of **SPOUSE**

WHITNEY CLARKE

Printed Name of **SPOUSE**


Signature of **APPLICANT**

BRENT ENGELS

Printed Name of **APPLICANT**


Signature of **SPOUSE**

DANA ENGELS

Printed Name of **SPOUSE**

Nebraska Secretary of State

JF CLARKE, INC.

Tue Jan 30 08:25:01 2024

SOS Account Number

1907192313

Status

Active

Principal Office Address

1305 W HAVENS
MITCHELL, SD 57301
USA

Registered Agent and Office Address

SIMMONS OLSEN LAW FIRM, P.C., L.L.O.
1502 SECOND AVENUE
SCOTTSBLUFF, NE 69361

Nature of Business

RETAIL SUPERMARKET

Entity Type

Domestic Corp
Qualifying State: NE

Date Filed

Jul 03 2019

Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	JUSTIN LUTHER	1305 W HAVENS MITCHELL, SD 57301 USA
Secretary	STEVE CLARKE	1305 W HAVENS MITCHELL, SD 57301 USA
Treasurer	STEVE CLARKE	1305 W HAVENS MITCHELL, SD 57301 USA
Director	JOHN CLARKE	1305 W HAVENS MITCHELL, SD 57301 USA
Director	STEVE CLARKE	1305 W HAVENS MITCHELL, SD 57301 USA
Director	STEVE CLARKE	1305 W HAVENS MITCHELL, SD 57301 USA

Corporation Position	Name	Address
Director	JUSTIN LUTHER	1305 W HAVENS MITCHELL, SD 57301 USA

Associated Entities

Account Number	Name	Type	Status
2308304890	PAC "N" SAVE	Trade Name	Active

Filed Documents

Filed documents for JF CLARKE, INC. 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	
Articles of Incorporation	Jul 03 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Sep 25 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Mar 01 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Feb 03 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

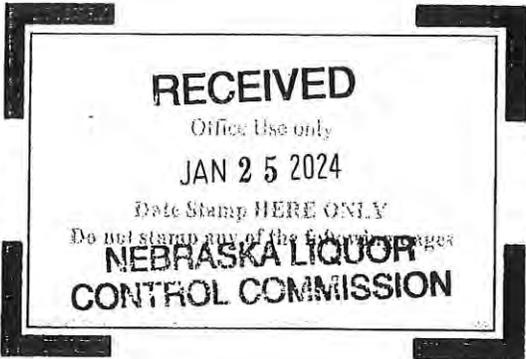
[↑ Back to Top](#)

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All officers, directors and stockholders and their spouses must be listed
2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

JF CLARKE, INC

Name of Registered Agent: **PAC N SAVE**

Corporation Address: **1305 W HAVENS AVE**

City: **MITCHELL** State: **SD** Zip Code: **57301**

Corporation Phone Number: **605-996-8393** Fax Number: _____

Total Number of Corporation Shares Issued: _____

Name of President/CEO

Name and information must be listed on following page

Last Name: **LUTHER** First Name: **JUSTIN** MI: **H**

Home Address: **111 S HARMON DR** City: **MITCHELL**

State: **SD** Zip Code: **57301** Phone Number: **605-999-8512**


Signature of President/CEO

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

Last Name: LUTHER First Name: JUSTIN MI: H

[Redacted]

Title: PRESIDENT Number of Shares 35 %

Spouse Full Name (indicate N/A if single): MEGAN MARIE LUTHER *spouse

[Redacted]

Last Name: CLARKE First Name: STEPHEN MI: G

[Redacted]

Title: VICE PRESIDENT Number of Shares 35 %

Spouse Full Name (indicate N/A if single): WHITNEY ELIZABETH CLARKE *spouse

[Redacted]

Last Name: CLARKE First Name: JOHN MI: G

[Redacted]

Title: CEO Number of Shares 30 %

Spouse Full Name (indicate N/A if single): LUANN LINDA CLARKE *spouse

[Redacted]

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

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

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 _____

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 corporation owned 100% by another corporation/company??

YES NO

If yes, provide Form 185

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

Starting Date: JANUARY Ending Date: DECEMBER

Is this a Non-Profit Corporation?

YES NO

If yes, provide the Federal ID # _____

**ARTICLES OF INCORPORATION
OF
JF CLARKE, INC.**

1. **Name:** The name of the corporation is JF Clarke, Inc.
2. **Authorized Shares:** The Corporation shall have the authority to issue 10,000 shares of common stock at a par value of \$1 each.

3. **Board of Directors:**

- a. The names and street addresses of the members of the initial Board of Directors are:

John Clarke
1305 West Havens
Mitchell, SD 57301

Justin Luther
1305 West Havens
Mitchell, SD 57301

Stephen Clarke
1305 West Havens
Mitchell, SD 57301

- b. Directors shall be indemnified to the extent permitted by §21-2,111 and §21-2,112 of the Nebraska Model Business Corporation Act.

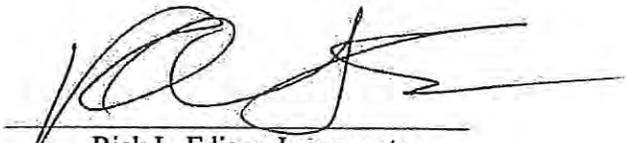
4. **Registered Office and Registered Agent:** The initial registered agent and the street address of the agent's initial registered office is:

Simmons Olsen Law Firm, P.C., L.L.O.
1502 Second Avenue
Scottsbluff, NE 69361

5. **Incorporator:** The name and street address of the incorporator is:

Rick L. Ediger
1502 Second Avenue
Scottsbluff, NE 69361

Dated: July 1, 2019.


Rick L. Ediger, Incorporator

**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
WEBSITE: www.lcc.nebraska.gov

License
Class: _____

License Number: _____



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: JF CLARKE, INC

PREMISES INFORMATION

Premises Trade Name/DBA: PAC N SAVE

Premises Street Address: 1115 W 7TH ST

City: WAYNE County: WAYNE Zip Code: 68787

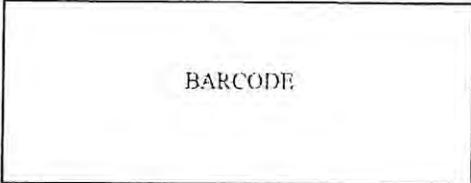
Premises Phone Number: 405-375-1202

Premises Email address: OFFICE@PACNSAVEGROCERY.COM

Best Enoff

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.



MANAGER INFORMATION

Last Name: ENGELS First Name: BRENT MI: S

Home Address: 400 MAIN ST, SUITE 300

City: WAYNE County: WAYNE Zip Code: 68787

Home Phone Number: 605-520-1469



Email address: BRENT@PACNSAVEGROCERY.COM

Are you married? If yes, complete spouse's information (even if a spouse has died or is deceased).

YES NO

Spouse's Information

Spouses Last Name: ENGELS First Name: DANA MI: M



APPLICANT & SPOUSE MUST LIST RESIDENCES FOR THE PAST FIVE YEARS IN THE REPUBLICAN STATE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
DELL RAPIDS, SD	2023	2023	ANN ARBOR, MI	2019	2020
SIoux FALLS, SD	2022	2023	WATERTOWN, SD	2018	2019
DUNDEE, MI	2021	2022	BYRON, MN	2015	2018
YPSILANTI, MI	2020	2021	AURELIA, IA	2013	2015

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	2022	HI-LITE FRESH MARKET	MARVIN YONO	734-242-0108
2022	2023	COUNTY FAIR FOOD STORES	STEVE CLARKE	605-428-5451

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
BRENT ENGELS	10/2006	SPEARFISH, SD	UNDERAGE CONSUMPTION	GUILTY
BRENT ENGELS		WATERTOWN, SD	SPEEDING	GUILTY

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

YES NO

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

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

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
BRENT ENGELS	12/2022	SERVSAFE ALCOHOL #23034288
DANA ENGELS	01/2023	SERVSAFE ALCOHOL #23101959

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

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

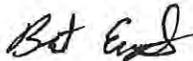
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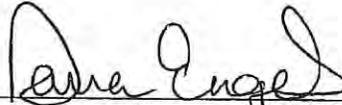
Must be signed by applicant and spouse.



Signature of APPLICANT

BRENT ENGELS

Printed Name of APPLICANT



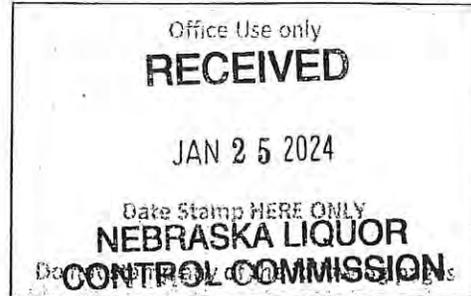
Signature of SPOUSE

DANA ENGELS

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
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 PAC N SAVE

Name of Person Being Fingerprinted: BRENT ENGELS

Date fingerprints were taken: 11-20-23

Location where fingerprints were taken: Norfolk Troop 18

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

Brent Engels

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Deb Finn
(402) 375-2288
County Clerk
510 N Pearl, Ste 5
Wayne, NE 68787

OMAHA NE 680

30 OCT 2023 PM 21



quodient
-CLASS MAIL
M1
\$000.51⁰⁰
10/27/2023 ZIP 68787
043M31221000

US POSTAGE

Acknowledgement & Verification of Registration

IMPORTANT INFORMATION ON BACK

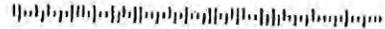
DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: Fourth Ward
Polling Place: Party: REP
Dist 1 County Shop - Ward 4
515 Thorman
Wayne
U.S. Congressional District 3
Legislative District 17
Lower Elkhorn NRD SubD 5
Wayne Community Schools
Wayne Council Ward 4
Commissioner Dist #3

FOR MAIL SIZE - FOLD HERE

Wayne County, State of Nebraska
3909457
Dana Marie Engels
400 Main St, Apt 203
Wayne, NE 68787

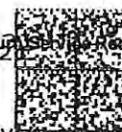
87-198353



Deb Finn
(402) 375-2288
County Clerk
510 N Pearl, Ste 5
Wayne, NE 68787

OMAHA NE 680

30 OCT 2023 PM 21



quodient
-CLASS MAIL
M1
\$000.51⁰⁰
10/27/2023 ZIP 68787
043M31221000

US POSTAGE

Acknowledgement & Verification of Registration

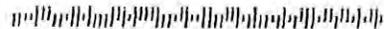
IMPORTANT INFORMATION ON BACK

DETACH AT PERFORATION AND KEEP ENTIRE BOTTOM PORTION

Precinct: Fourth Ward
Polling Place: Party: REP
Dist 1 County Shop - Ward 4
515 Thorman
Wayne
U.S. Congressional District 3
Legislative District 17
Lower Elkhorn NRD SubD 5
Wayne Community Schools
Wayne Council Ward 4
Commissioner Dist #3

FOR MAIL SIZE - FOLD HERE

Wayne County, State of Nebraska
3909455
Brent Steven Engels
400 Main St, Ste 203
Wayne, NE 68787



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.



ID # 22838300
CARD # 23034288

ServSafe Alcohol® CERTIFICATE



BRENT ENGELS

NAME

12/20/2022

DATE OF EXAMINATION

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

ServSafe.com.

ServiceCenter@restaurant.org
800.765.2122, ext. 6703

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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



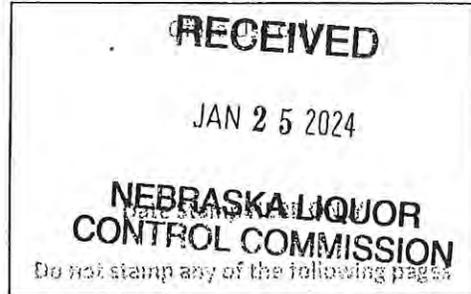
233 South Wacker Drive
Suite 3000
Chicago, IL 60606-4303
1-800-SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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

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



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

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

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

Trade Name PAC N SAVE

Name of Person Being Fingerprinted: DANA ENGELS

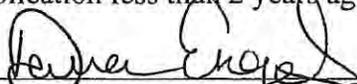
Date fingerprints were taken: 11/20/23

Location where fingerprints were taken: Norfolk Troop B

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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.



ID # 22914761
CARD # 23101959

ServSafe Alcohol® CERTIFICATE



DANA ENGELS
NAME _____
1/10/2023
DATE OF EXAMINATION _____
Card expires three years from the date of examination. Local laws apply.

ServSafe.com.

ServiceCenter@restaurant.org
800.765.2122, ext. 6703

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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



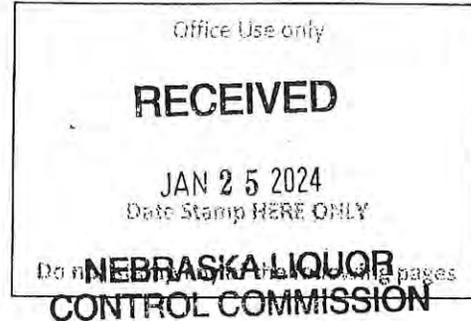
233 South Wacker Drive
Suite 3600
Chicago, IL 60604-5383
1.800.SERVSAFE
312.775.1010 in the Chicago area
ServSafe.com

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

Trade Name PAC N SAVE

Name of Person Being Fingerprinted: JOHN CLARKE

Date fingerprints were taken: 12-16-23

Location where fingerprints were taken: Davison County Jail

How was payment made to NSP?

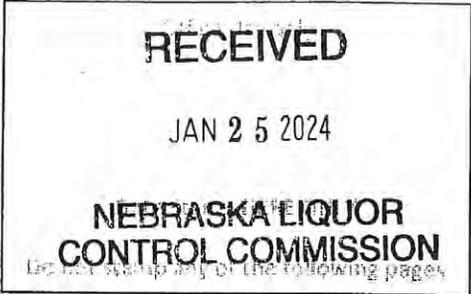
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

John Clarke
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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

Trade Name PAC N SAVE

Name of Person Being Fingerprinted: STEPHEN CLARKE

Date fingerprints were taken: 11/01/2023

MINNEHAWA COUNTY SHERIFF'S OFFICE
320 WEST 4th STREET
SIOUX FALLS, SD 57104

Location where fingerprints were taken: _____

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

Stephen Clarke
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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Trade Name PAC N SAVE

Name of Person Being Fingerprinted: JUSTIN LUTHER

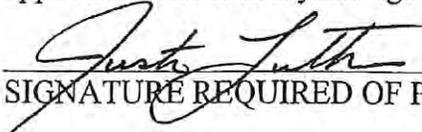
Date fingerprints were taken: 11/11/2023

Location where fingerprints were taken: Davison County Sheriff's office

How was payment made to NSP?

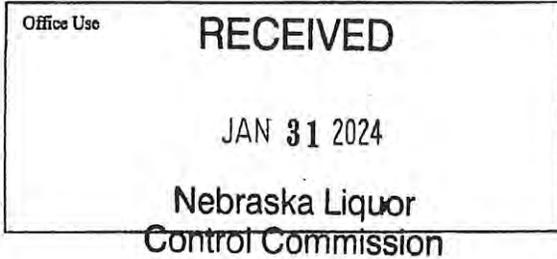
NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**SPOUSAL AFFIDAVIT OF
NON PARTICIPATION INSERT**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
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WC I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

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

Whitney Clarke
Signature of NON-PARTICIPATING SPOUSE
WHITNEY CLARKE
Print Name

Stephen Clarke
Signature of APPLICANT
STEPHEN CLARKE
Print Name

State of ^{South Dakota} ~~Nebraska~~, County of **DAVISON**

State of ^{South Dakota} ~~Nebraska~~, County of **DAVISON**

The foregoing instrument was acknowledged before me
this 1/31/24 (date)

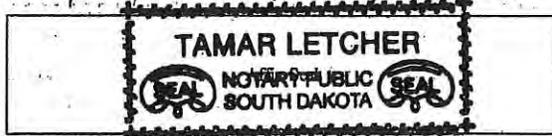
The foregoing instrument was acknowledged before me
this 1-31-2024 (date)

by WHITNEY CLARKE
Name of person acknowledged
(Individual signing document)

by STEPHEN CLARKE
Name of person acknowledged
(Individual signing document)

Tamar Letcher
Notary Public Signature
My Commission expires April 27, 2024

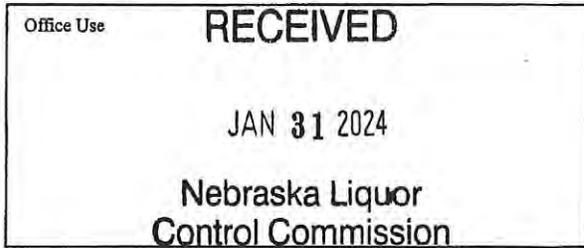
Tamar Letcher
Notary Public Signature
My Commission expires April 27, 2024



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

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NON PARTICIPATION INSERT**

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LuAnn Clarke

Signature of **NON-PARTICIPATING SPOUSE**
LuANN CLARKE

Print Name

State of ^{South Dakota} Nebraska, County of DAVISON

The foregoing instrument was acknowledged before me
this January 30, 2024 (date)

by LuANN CLARKE

Name of person acknowledged
(Individual signing document)

John Clarke

Signature of **APPLICANT**
JOHN CLARKE

Print Name

State of ^{South Dakota} Nebraska, County of DAVISON

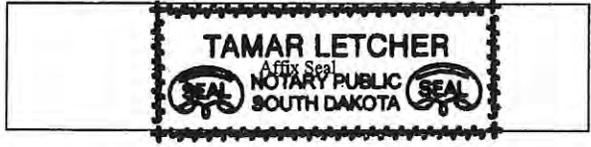
The foregoing instrument was acknowledged before me
this January 30, 2024 (date)

by JOHN CLARKE

Name of person acknowledged
(Individual signing document)

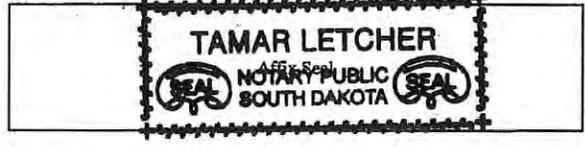
Tamar Letcher

Notary Public Signature
My Commission expires April 27, 2024.



Tamar Letcher

Notary Public Signature
My Commission expires April 27, 2024.



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Signature of NON-PARTICIPATING SPOUSE
MEGAN LUTHER

Print Name

Signature of APPLICANT
JUSTIN LUTHER

Print Name

State of ^{South Dakota} ~~Nebraska~~, County of **DAVISON**

State of ^{South Dakota} ~~Nebraska~~, County of **DAVISON**

The foregoing instrument was acknowledged before me
this January 30, 2024 (date)
by **MEGAN LUTHER**

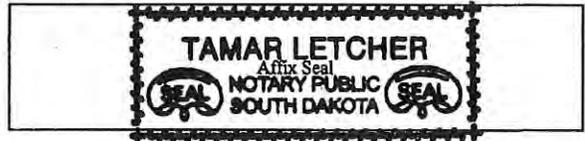
Name of person acknowledged
(Individual signing document)

The foregoing instrument was acknowledged before me
this January 30, 2024 (date)
by **JUSTIN LUTHER**

Name of person acknowledged
(Individual signing document)

Notary Public Signature
My commission expires April 27, 2024.

Notary Public Signature
My commission expires April 27, 2024.



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A ten day advance period is requested in writing to produce the alternate format.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT, (“Lease”), effective as of the lease commencement date of September 26, 2023, made and entered into by and between JGC LLC, a South Dakota limited liability company authorized to do business in the State of Nebraska as JGC Holdings LLC, of 942 Kippes Cove, Mitchell, South Dakota 57301 (“Lessor”), and JF CLARKE INC., a Nebraska corporation, and its assigns or transferees, of 1305 West Havens Avenue, Mitchell, South Dakota 57301 (“Lessee”).

RECITALS

A. Lessor will, at the time of the commencement of this Lease, own certain real property and improvements thereon located within the City of Wayne, Nebraska, located at 1115 West 7th Street, Wayne, Nebraska, and legally described as follows:

Lot 3-B of Pac-N-Save Administrative Replat of Lot 3 Westside Heights Subdivision to the City of Wayne, Wayne County, Nebraska; and

Lot 2 of Westside Heights Subdivision to the City of Wayne, Wayne County, Nebraska,

(the “Property”).

B. Lessee desires to lease from Lessor that portion of the real property consisting of the commercial building, parking lot, driveways and ingress and egress to and from said parking lot and building (the “Premises”) upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Lessor and Lessee agree as follows:

1. **PREMISES LEASED.** Lessor, for and in consideration of the rents, covenants and agreements of Lessee herein, hereby leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor. Lessee accepts the Premises in its “AS IS” condition and Lessee’s taking possession of the Premises shall be conclusive evidence that the Premises is in tenantable condition and all systems located therein are in good operating condition including, without limitation, the heating, cooling, plumbing and electrical systems.

2. **TERM.** The initial term of this Lease shall be for a period of fifteen (15) years, with the commencement date to begin on or about September 26, 2023 (the “Commencement Date”), and a termination date of September 25, 2038 (15 years after the Commencement Date) (the “Initial Lease Term”), unless terminated at an earlier date.

3. **BASE RENT.** In addition to all other amounts specified herein, Lessee shall pay to Lessor as base rent for the Premises a monthly rental as set forth below, payable in advance on or before the first day of each and every month:

The Base Rent for the initial term of the Lease shall be equal to the following:

Years 1-5	\$ [REDACTED] per month
Years 6-10	\$ [REDACTED] per month
Years 11-15	\$ [REDACTED] per month

4. USE OF PREMISES. Lessee agrees to use the said Premises for the display and sale of groceries and related items, as well as any items or activity commonly found from time to time in a supermarket, to include grocery, meat, produce, frozen, bakery, delicatessen, dairy, floral and health, beer and wine, beauty and cosmetics. In addition, Lessee shall have the right to sublet a portion of the Premises during the term of this Lease with Lessor's consent. As set forth above, the parking lot shall be considered as part of the Premises.

5. ZONING. Lessee has verified that its intended and actual use of the Premises complies with the zoning and/or legal requirements for the Premises by the City of Wayne, Nebraska.

6. COMPLIANCE WITH LAWS. Lessee shall promptly comply with all laws, ordinances, orders and regulations concerning the Premises including, but not limited to, those concerning cleanliness, safety, occupation, access and use at its own expense. Lessee shall obtain at its own expense a Certificate of Occupancy, if required. Lessee shall not do or permit anything to be done in or about the Premises, or bring or keep anything on the Premises that will in any way increase the rate of insurance upon the Premises. Lessee shall not perform or fail to perform any acts or carry on any practices that may injure adjoining property or be a nuisance or menace to other persons or businesses in the area or disturb the quiet enjoyment of any person or entity. Lessee shall not conduct or permit to be conducted any waste or public or private nuisance on the Premises. It is further agreed between Lessor and Lessee that Lessee shall protect, indemnify, defend and save and keep Lessor, its agents, servants, employees, and its successors and assigns forever harmless and indemnified from and against any and all liability, claims, judgments, causes of action, penalties, fines, damages, costs, expenses and attorney's fees arising out of or by reason of:

- A. Any accident or other occurrence on or about the Premises causing injury to persons or property by Lessee, its employees, agents, contractors, subcontractors, successors, assigns, clients, customers or those under Lessee's control or for whom Lessee is legally responsible.
- B. Lessee's failure to prevent any employee, or any other person, from entering upon, or remaining in, any employment or place of employment upon the Premises which is not safe, or which does not comply with the terms of the Occupational Safety and Health Act of 1970 (29 U.S.C. § 651, et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et. seq.) and all other applicable laws pertaining thereto as they may now or hereafter exist and apply to the Premises.

7. TAXES/ASSESSMENTS. Lessee shall remit to the taxing authority all real property taxes and special assessments on the Premises, improvements and land associated with the Premises. Lessee shall pay for any such charges incurred by Lessor within fifteen (15) days of receiving the statement from Lessor setting forth such charges. Lessor shall furnish to Lessee copies of the tax and assessment notices related hereto on an annual basis within thirty (30) days of receiving such notice. Lessee shall also pay to taxing authorities any personal property or like taxes assessed on property within the Premises. Lessee's obligation to pay applicable taxes shall survive the expiration of the lease term.

If at any time during the term of this Lease, the laws of the United States, the State of Nebraska, or any political subdivision thereof in which the Premises are located, a tax, or excise on rent or any other tax, however described, is levied or assessed by any political body against Lessor on account of rent payable to Lessor hereunder, such tax or excise shall likewise be paid by Lessee. Lessee's failure to pay such taxes shall be deemed a material default of the Lease.

8. MAINTENANCE AND REPAIR.

- A. Lessee, at its own cost and expense, shall keep the Premises in a good state of repair. Except as otherwise set forth in this Lease, Lessee further agrees that it shall, at its own expense, make all necessary repairs to the interior of the Premises including, but not limited to, the plumbing system, heating, cooling, and ventilation system, window glass, fixtures, electrical system, sewer and water systems, all other appliances and appurtenances belonging thereto (the "Interior"), and all equipment used in connection with the Premises for the Lease Term. All such repairs shall be made promptly and when necessary in the name of Lessee. In the event the Lessee defaults in making any such repairs, the Lessor may, but shall not be required to, make such repairs and replacements for the Lessee's account, and the expense thereof shall constitute and be collectible as Additional Rent. Lessee shall not be responsible for the repair of any cracks in the concrete.
- B. Lessee shall also be responsible for repair, replacement and restoration of the foundation, exterior walls, interior load bearing walls, roof structure and roof covering, and for any requirement for replacement of the plumbing system, heating, cooling, and ventilation system, electrical system, sewer and water systems.
- C. Lessee shall further provide and pay for all operating, repair and maintenance expenses for the Property, including, without limitation, real estate taxes, insurance, snow removal, landscaping, yard care, parking lot repair and maintenance, common area janitorial services, window washing, administrative costs, accounting charges, management fees and any other expense or charge which, in accordance with generally accepted accounting principles would be considered an expense of maintaining, operating or repairing the building and property.

9. UTILITIES. Lessee shall pay or cause to be paid all charges for heat, water, sewer, drainage, gas, electricity, light, telephone, data, trash disposal, janitorial and any other communication, utility or other services used in or rendered or supplied to the Premises throughout the Lease Term. The Lessee shall indemnify and hold the Lessor harmless from and against any liability or damages for any such utility charges or services charges. The provisions of this Section 10 shall survive termination of the Lease. Lessor does not warrant that any of the utilities and services referred to in this Section 9 will be free from interruption. Interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises or any part thereof, or render Lessor liable to Lessee for damages, or relieve Lessee from performance of Lessee's obligations under this Lease.

10. LESSEE IMPROVEMENTS, TRADE FIXTURES AND ADDITIONS. Except as otherwise specified in this Lease, Lessee shall not make any substantial alterations in or additions to the Premises or make any contract therefor without first procuring Lessor's prior written consent, which consent will not be unreasonably withheld.

11. SIGNAGE. Lessee agrees that it will not paint, display, erect or affix any lettering, signs or any other like advertising media on the windows, roof or exterior of the Premises or on the Premises without the prior written consent and approval of Lessor, which consent shall not be unreasonably withheld or delayed. All signage must comply with applicable local ordinances. Lessee shall not make any changes to the exterior of the building whatsoever without Lessor's prior written consent.

12. INSURANCE.

- (a) Lessee shall procure and maintain, during the term of this Lease and any renewal term thereof, multi-peril property insurance for the full replacement cost of the Premises, to include without limitation all buildings and structures on the Premises, naming Lessor as an additional insured. Lessee shall further secure and maintain, during the term of this Lease and any renewal term thereof, commercial general liability coverage for use of the Premises with a single limit per occurrence for bodily injury or death and property damage of a minimum of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate per location. Lessor may maintain its own Commercial General Liability policy on the Premises but is not obligated to do so. The Lessee's liability insurance shall be the primary insurance. Lessee shall be responsible for all deductibles and co-payments. These insurance requirements shall not be met by excess (umbrella) coverage; however, Lessee shall be required to carry such umbrella coverage in the minimum amount of Two Million Dollars (\$2,000,000.00) or more, in addition to the coverage set forth above. Lessee shall further provide casualty and extended coverage insurance for any furniture, fixtures, equipment and other items of personal or business property located on the Premises for full insurable values. Lessee shall provide this insurance under a blanket policy, provided said insurance shall have a landlord-protected liability endorsement attached thereto. If Lessee shall fail to procure and maintain said insurance, Lessor may, but shall not be required to, procure and maintain the same

at the expense of Lessee. Lessor shall not be responsible for theft, vandalism or damage to any of Lessee's property stored in or on the Premises from any cause whatsoever, unless such theft, vandalism or damage is caused by Lessor's negligence.

- (b) Lessee will provide appropriate worker's compensation insurance and other required employee insurance for its employees.
- (c) Insurance required of Lessee hereunder shall be in financially responsible insurance companies duly authorized to do business in Nebraska. Lessee shall name Lessor as an additional insured on a primary basis with regard to the multi-peril property insurance and the commercial general liability insurance. Lessee shall deliver to Lessor a copy of each of the insurance policies required hereunder, or a certificate evidencing the existence and amounts of such insurance required hereunder, with a loss payable clause and waiver of subrogation clause satisfactory to Lessor. Lessee shall provide Lessor with notice of firm cancellation of any required insurance thirty (30) days prior to such cancellation.
- (d) Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises or any improvements thereto, or any personal property of Lessor or Lessee, arising from any cause that:
 - A. would be insured against under the terms of any property insurance required to be carried hereunder; or
 - B. is insured against under the terms of any property insurance actually carried, regardless of whether it is required hereunder.

The foregoing waiver shall apply regardless of the cause or origin of the claim, including but not limited to the negligence of a party or that party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Lessor or Lessee.

13. DAMAGE OR DESTRUCTION OF PREMISES.

- (a) In the event of destruction of or damage to the Premises, Lessor shall, unless it exercises its right to terminate this Lease as set forth hereafter, promptly repair and restore the Premises to at least as good a condition as existed immediately prior to the destruction or damage, but only to the extent of the proceeds from extended coverage insurance are available for such repairs/restoration.
- (b) If such damage or destruction renders the Premises wholly or partially untenable:

- (i) rent and all other charges payable by Lessee under this Lease shall be abated or equitably apportioned from and after the date of the damage or destruction until Lessee resumes full possession of the Premises;
- (ii) Lessor shall, provided at least fifty percent (50%) of the Premises is untenantable, have the right to terminate this Lease, effective as of the time of the damage or destruction, by written notice to Lessee within fifteen (15) days after the date of the damage or destruction, in which event Lessee shall have the option to purchase the Premises and Property at its then fair market value; and
- (iii) Lessee shall have the right to terminate this Lease, effective as of the time of the damage or destruction, by written notice to Lessor if Lessor fails to repair and restore the Premises with reasonable dispatch or, even if repair or restoration is proceeding with reasonable dispatch, if such repair and restoration is not completed within one hundred twenty (120) days after the date of the damage or destruction. In the event of condemnation, rent shall be appropriately reduced.

14. LOSS AND DAMAGE. Except for Lessor's gross negligence or willful misconduct, Lessor shall not be liable for: (i) any damage to property of Lessee or of others located on the Premises; (ii) the loss of or damage to any property of Lessee or of others by theft or otherwise; or (iii) resulting from force majeure. All property of Lessee or by Lessee on behalf of others kept or stored on the Premises shall be so kept or stored at the risk of Lessee.

15. ASSIGNMENT AND SUBLETTING. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of the Lessee's interest in this Lease without Lessor's written consent which will not be unreasonably withheld. Lessee shall provide its request for an assignment or sub-lease of this Agreement in writing, and Lessor shall respond to Lessee within five (5) business days of its receipt. Lessor's failure to provide such response shall be deemed consent for such assignment or sub-lease. Lessor shall be entitled to assign this Lease without Lessee's approval or consent.

16. SUBORDINATION. This Lease shall be subject and subordinate to all mortgages which now or hereafter affect the Premises and to all renewals, modifications or extensions thereof; provided, however, that any such subordination shall set forth in writing the rights of Lessee in this Lease and the provisions of this Lease. In confirmation of such subordination, the Lessee shall execute promptly any certificate that Lessor may reasonably request.

17. DEFAULTS. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- (a) The failure by Lessee to make any payment of Base Rent, Additional Rent or any other payment required to be made by Lessee hereunder, as and when due, which such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee.

- (b) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, which such failure shall continue for a period of thirty-one (31) days after written notice thereof from Lessor to Lessee;
- (c) The making by Lessee of any general assignment, or general arrangement, for the benefit of creditors;
- (d) The filing by or against Lessee of a petition to have Lessee adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in case of a petition filed against Lessee, the same is dismissed within sixty (60) days);
- (e) The appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises, or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or
- (f) The attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises, or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

18. REMEDIES. In the event of any default or breach by Lessee, Lessor may at any time thereafter to the extent permitted by applicable law, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

- (a) Immediately re-enter and remove all persons and property from said Premises, without liability on the part of Lessor;
- (b) Should Lessor elect to re-enter as herein provided, or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may either terminate this Lease or Lessor may, from time to time, without terminating this Lease, re-let said Premises, or any part thereof, for the account of the Lessee, either in Lessor's name or otherwise, upon such terms and conditions and for such period (whether longer than the balance of the term hereof or not) as Lessor may deem advisable, either with or without any equipment or fixtures that may be situated thereon or therein, in which event the rents received on any such re-letting during the balance of the term of this Lease or any part thereof shall be first applied to the expenses of re-letting and collecting, including necessary renovation and alteration of the Premises and reasonable attorney's fees and any real estate commission actually paid, and thereafter toward payment of all sums due or to become due to Lessor hereunder, and if a sufficient sum shall not be thus realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency, and Lessor may sue therefore as each monthly deficiency shall arise. Such monthly deficiencies shall be paid punctually when due as herein provided, notwithstanding the fact that Lessor may thereafter receive

monthly rental in excess of the monthly payments herein specified during subsequent months. No re-entry or taking possession of the Premises shall terminate this Lease unless written notice of such intention is given to Lessee. Unpaid installments of rent or other sums shall bear interest at the highest legal rate from the date due;

- (c) Terminate this Lease, in which event Lessee agrees to immediately surrender possession of the Premises and to pay Lessor all damages Lessor may incur by reason of Lessee's default, including the cost of recovering possession of the Premises, and including the worth at the time of such termination of the excess, if any, of the amount of Base Rent, Additional Rent and charges equivalent to the rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of said Premises for the remainder of said term; and
- (d) All other rights and remedies allowed at law or in equity.

19. SURRENDER. At the expiration or earlier termination of this Lease, Lessee shall quietly yield and surrender the Premises in the same condition and repair as improved, reasonable wear and tear and damage by the elements alone excepted. Lessee shall surrender all keys for the Premises to Lessor at the place then fixed for payment of Base Rent.

Lessor shall have the right to require Lessee to remove those alterations, additions, improvements or installations made to the Premises by Lessee, which were not approved by Lessor in advance, at Lessee's own cost and expense upon termination of this Lease and to repair all damage caused by such removal. Any damage caused by removal of moveable trade fixtures, other property of the Lessee or alterations, additions, improvements and fixtures removed as required by Lessor shall be repaired at Lessee's own costs and expense. Lessor may require a bond or other form of financial assurance of the Lessee for the expenses to repair damage caused by the removal of trade fixtures, other property of the Lessee or all alterations, additions, improvements and fixtures removed as required by Lessor.

20. ABANDONMENT. If, at any time during the term of this Lease, Lessee abandons the Premises or any part thereof, Lessor may, at its option, immediately enter the Premises by any means without being liable for any prosecution therefore, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at its discretion, as agent for Lessee, re-let the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all Base Rent and Additional payable by virtue of such re-letting, and, at Lessor's option, hold Lessee liable for any difference between such rent amounts that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such re-letting. If Lessor's right of re-entry is exercised following abandonment of the Premises by Lessee, then Lessor may consider any personal property belonging to Lessee left in the Premises or on the Property to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

21. EMINENT DOMAIN. If the whole of the Premises shall be taken under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken and the rent shall be paid up to that date. In the event more than twenty percent (20%) of the floor area of the Premises be so taken, the Lessor and Lessee shall have the right to terminate this Lease at the time by giving the other party written notice of termination within sixty (60) days after the taking of possession by such public authority.

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall be the property of Lessor, whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises; provided, however, that Lessor shall not be entitled to any separate award made to Lessee for loss of Lessee's supplies, equipment, fixtures or any other improvements, or for quiet enjoyment, or for depreciation of or cost of removal of any such supplies, equipment, fixtures or improvements.

22. HAZARDOUS SUBSTANCES/CONSTRUCTION MATERIALS. Lessor represents that it has no actual knowledge of any asbestos or other asbestos-containing materials, petroleum, underground storage tanks, radon, hazardous substances, Regulated Substances, toxic substances (collectively, "Hazardous Substances"), or violations or allegations of violations of Environmental Laws pertaining to, or affecting, the Property, any improvement thereon or any contiguous property. Lessor makes no other representation or warranty regarding the Property or its improvements or any contiguous property regarding the absence or presence of Hazardous Substances, or compliance with Environmental Laws. As used in this Agreement, "Regulated Substances" has the meaning as set forth in SDCL 34A-12-1(8) and "Environmental Laws" mean the Federal Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ Sections 9601-9657; the Hazardous materials Transportation Act of 1975, 49 U.S.C. §§1801-1812; the Resources Conservation and Recovery Act of 1976, 42 U.S.C. §§6901-6987; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree, or regulation, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material as now or at any time hereafter in effect.

Upon the completion of the construction of the Building, construction materials left over from said construction shall be stockpiled upon the Premises but shall remain the property of the Lessee. Lessor shall give Lessee the right to store the construction materials upon the Premises so long as this Lease is in effect. Upon termination of this Lease for any reason, any construction materials remaining upon the Premises must be removed within thirty (30) days of the termination date of the Lease, at the sole expense of Lessee.

23. LESSOR'S LIMITED DUTIES. Except as otherwise expressly provided in this Lease, Lessor shall not be required to make any expenditure or incur any obligation or liability of any kind whatsoever in connection with this Lease or the Premises and it is expressly understood and agreed that the payments due hereunder are to be completely net to Lessor and this Lease shall be construed so as to assure Lessor that the payments herein reserved are received on an absolutely net basis.

24. NOTICES. All notices or demands required or permitted under this Lease shall be in writing and either personally delivered or sent by United States registered or certified mail, postage prepaid, to the parties at the following addresses:

Lessee: JF Clarke Inc.
Attn: Justin Luther
1305 West Havens Avenue
Mitchell, SD 57301

Lessor: JGC LLC
Attn: John Clarke
942 Kippes Cove
Mitchell, SD 57301

Either party may, by like written notice, designate any different address to which subsequent notices shall be sent. Any such notice or demand shall be effective upon either personal delivery or upon deposit in a United States post office or official United States postal mailbox. Failure of Lessee to comply with the notice requirements contained in this Lease shall be deemed a waiver, and Lessor shall be under no further duty related thereto. No waiver by Lessor of any provision of this Lease shall be deemed to have been made unless expressly in writing and signed by Lessor.

25. INDEMNITY. In addition to the provisions above, Lessee shall indemnify, save, defend and hold Lessor and its successors and assigns harmless against any and all liability, claims, demands, damages, costs and expenses, including reasonable attorney's fees, arising from the occupancy, use, conduct or management of the Premises as conducted by Lessee, or its invitees, patrons, members, customers, agents, contractors, servants, employees, sub-lessees, concessionaires or licensees, or those under Lessee's control or for whom Lessee is legally responsible on or about the Premises without a determination of liability or payment being made. Lessee's obligations under this Section 25 shall survive the expiration or early termination of the Lease. Lessor shall not be liable and Lessee waives all claims for damage to person or property sustained by Lessee or Lessee's patrons, customers, employees, agents, servants, contractors, sub-lessees, concessionaires and invitees or those under Lessee's control or for whom Lessee is legally responsible resulting from the Premises or by reason of the Premises or any equipment being out of repair, or resulting from any accident in or about the Premises, resulting directly or indirectly from any act or neglect of Lessee, or any such person; including but not limited to damage caused by flood, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas odors, or the bursting or leaking of pipes or plumbing fixtures.

26. TIME OF ESSENCE. Time shall be of the essence with respect to all of Lessee's obligations hereunder.

27. GOVERNING LAW. This Lease shall be subject to and governed by the laws of the State of Nebraska.

28. NON-WAIVER. The failure of Lessor to enforce any part of this Agreement in the event of a default of any term or condition by Lessee shall not constitute a waiver of such term or condition or of its right to enforce this agreement in the event of any subsequent default.

29. CONFIDENTIALITY. The parties agree not to disclose any terms or details of this Agreement or any discussions or information related thereto.

30. BINDING EFFECT. The terms, covenants, agreements and conditions herein contained shall extend to and be obligatory upon and inure to the benefit of the parties hereto, their successors and, where permitted by this Lease, their assigns.

31. AMENDMENT. No change, modification or amendment to this Lease shall be effective unless the same be in writing and signed by the parties hereto.

32. RELATIONSHIP OF THE PARTIES. Nothing contained herein shall be deemed or construed by anyone as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

33. HEADINGS. The headings of the paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

34. FORCE MAJEURE. Whenever a period of time is provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays because of strikes, lock-outs, riots, acts of God, shortages of labor or material, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, or any other cause or causes whether similar or dissimilar to those enumerated, beyond its reasonable control.

35. RECORDINGS OF LEASE. Lessee shall not record this Lease without the prior written consent of Lessor. The parties shall record a document in form and substance acceptable to Lessee and Lessor that shall include such terms and agreements hereof as the parties may agree.

36. SEVERABILITY. Unenforceability of any provision contained in this Lease shall not affect or impair the validity of any other provision of this Lease.

37. ACCEPTANCE OF PAYMENT. No payment by Lessee or receipt by Lessor of a lesser amount than the amount then due under this Lease shall be deemed to be other than an account of the earliest portion thereof due, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed in accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance due or pursue any other remedy in this Lease.

38. WARRANTIES OF LESSEE. Lessee warrants and represents to Lessor, for the express benefit of Lessor, that:

- (a) Lessee has undertaken a complete and independent evaluation of the risks inherent in the execution of this Lease and the occupancy, operation and use, and, that based upon said independent evaluation, Lessee has elected to enter into this Lease and hereby assumes all risks with respect thereto;
- (b) No oral or written inducement(s) to execute this Lease have been made to Lessee unless expressly set forth herein in writing;
- (c) In entering into this Lease, Lessee relies upon no statement, fact, promise, or representation (whether express or implied, written or oral) not specifically set forth herein in writing;
- (d) Any statement, fact, promise or representation (whether express or implied, written or oral) made at any time whatsoever to Lessee, which is not expressly incorporated herein in writing, is, and shall forever be, waived and renounced by Lessee; and
- (e) Any statement, fact, promise or representation not expressly contained herein shall in no way bind Lessor, and Lessee hereby waives any right of rescission and all claims for damages by reason of any statement, fact, promise or representation, if any, not contained in this Lease.
- (f) Lessee covenants and agrees to maintain and operate the Premises strictly in accordance with all applicable federal, state and local environmental protection laws, regulations, rules and orders, including but not limited to those laws relating to the storage, disposal and presence of Hazardous Substances (as used herein, "Hazardous Substances" shall have the same meaning that is given to that term and the term "hazardous wastes" in 42 U.S.C. § 9601), disposal of solid waste, release or emission of pollutants or Hazardous Substances into the air or soil or into ground water or other waters, and erosion and sedimentation control (collectively, "Environmental Laws"). Lessee covenants that it has either already acquired or shall acquire prior to the time required by applicable law, all environmental permits or licenses as required by any Environmental Law in connection with the maintenance and operation of Lessee's business in the Leased Premises.

The warranties and representations of Lessee herein shall be enforceable by way of specific performance or injunctive relief, in addition to any other remedy at law or equity.

On the basis of the foregoing warranties and representations of Lessee, Lessor is willing to enter into this Lease. In the event any of such warranties or representations of Lessee herein contained shall be inaccurate or untrue, Lessor may, in addition to all other rights of Lessor at law or equity, terminate this Lease at any time thereafter upon written notice to Lessee.

39. ATTORNMENT. If at any time during the term of this Lease, Lessee is the holder of a leasehold estate which includes the Premises, and if this Lease is cancelled or otherwise terminated prior to the expiration of the term of such other leasehold estate, or in the event of the surrender of this Lease, whether voluntary, involuntary or by operation of law, Lessee shall make full and complete attornment to Lessor for the balance of the term of this Lease on the same covenants and conditions as are contained in this Lease, with the same force and effect as though this Lease was made directly between Lessee and Lessor. Lessee shall make all rent payments thereafter directly to a third party identified by Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first above written.

LESSOR:

JGC LLC

By

John Clarke

One of Its Members

Date

9/20/2023

LESSEE:

JF CLARKE INC.

By

Justin Futh

Its President

Date

9/20/23

Business Plan

Pac N Save is a family owned grocery store located in Wayne, Nebraska. We are a traditional grocery store offering fresh produce, meat, and dairy; in addition to non-perishable grocery items and a full service deli. We are looking to expand our store's offerings to meet additional customer needs and requests. Specifically, we are requesting permission to sell beer, wine, and liquor within our store. We take pride in being an accommodating establishment being able to offer a wide variety of product to our deserving customers.

FW: Nebraska Liquor Control Commission - Receipt

1 message

Steve Clarke <steve@countyfairfoodstores.com>
To: Trish Bell <tbell@ohdbslaw.com>
Cc: Tim O'Neill <toneill@ohdbslaw.com>

Wed, Jan 10, 2024 at 1:40 PM

Please see copy of application fee below.

Steve Clarke



Your Hometown Grocer

1002 N Hwy 77

Dell Rapids, SD 57022

605-770-8393

From: nebraska <NoReplyOTC@egov.com>
Sent: Wednesday, January 10, 2024 1:32 PM
To: Steve Clarke <steve@countyfairfoodstores.com>
Subject: Nebraska Liquor Control Commission - Receipt

PURCHASE RECEIPT

Nebraska Liquor Control Commission

P.O. Box 95046
Lincoln NE 68509-5046
(402)471-4881
brenda.hiland@nebraska.gov
OTC Local Ref ID: 90960526
1/10/2024 01:32 PM

Status: **APPROVED**
Customer Name: Stephen G Clarke
Type: Visa
Credit Card Number: **** * 8106

Items	Quantity	TPE Order ID	Total Amount
Retail Liquor License (Class A, B, C, D, I, J, AB, AD, IB)	1	82659148	\$400.00

Applicant Name:: **JF Clarke Inc.**

Trade Name (DBA):: **Pac N Save**

Address:: **1115 West 7th Street**

City:: **Wayne**

State:: **NE**

Zip Code:: **68787**

Phone Number:: **1-402-375-1202**

Email Address:: **steve@countyfairfoodstores.com**

Total remitted to the Nebraska Liquor Control Commission \$400.00

Total Amount Charged \$409.96

Yates, Hannah

From: Justin Luther <justin@countyfairfoodstores.com>
Sent: Tuesday, January 30, 2024 3:48 PM
To: Yates, Hannah
Cc: Justin Luther; Steve Clarke
Subject: RE: 126250 Pac N Save - NEW APPLICATION

You don't often get email from justin@countyfairfoodstores.com. [Learn why this is important](#)

Good afternoon Hannah,

Thank you for your email. We will fix all the Affidavits of Non-Participation (Form 116) and get them back to you right away. As far as Form 106 the Catering Endorsement (Class K) we will not be pursuing that endorsement. We apologize and if we need to fill something out or redo anything for that please let us know.

Respectfully,

Justin Luther



1115 W 7th St
Wayne, NE 68787
605-996-8393

From: Yates, Hannah <Hannah.Yates@nebraska.gov>
Sent: Tuesday, January 30, 2024 8:47 AM
To: Justin Luther <justin@countyfairfoodstores.com>
Subject: 126250 Pac N Save - NEW APPLICATION

Your liquor license application has been received and has been assigned to me for processing.

This process takes about 60 - 90 days to complete **once all application items are received.**

Upon initial review, the following items need to be submitted or corrected:

1. All three Affidavits of Non-Participation (Form 116) are not signed correctly by the notary. I have included a blank Form 116 and an instructional Form 116. Once they are re-signed in front of a notary, you can scan and email them back to me.
2. Form 106 (attached) needs to be filled out for the Catering Endorsement (Class K) you are applying for. You can scan and email that form back to me as well.

3. Payment for the Class K endorsement (\$100 application fee). You can pay for that under the "PayPort – Pay Your Fees" tab on our website lcc.nebraska.gov. When it asks for a license number put 999999.

I will be performing a more indepth review of your application in the next few business days. I will let you know if I have any questions or need further information.

If you have any questions feel free to contact me at Hannah.yates@nebraska.gov or 402.471.2735.

PLEASE INCLUDE THE LIQUOR LICENSE NUMBER AND/OR NAME OF YOUR BUSINESS ON ALL COMMUNICATIONS.

Thank you,

Hannah Yates

Licensing Division Specialist
Nebraska Liquor Control Commission
(402) 471-2735
(402) 471-2814 fax
301 Centennial Mall South
Lincoln, NE 68509-5046
www.lcc.nebraska.gov

**CITY OF WAYNE
INTEROFFICE MEMORANDUM**

DATE: February 6, 2024

TO: Cale Giese, Mayor
Wayne City Council

FROM: Wayne Planning Commission
Joel Hansen, Staff Liaison



At their meeting held on February 5, 2024, the Wayne Planning Commission made a recommendation on the following public hearings.

Public Hearing: Amending the Wayne Municipal Code, Chapter 152 Zoning, Specifically Section 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District; Applicant: Community Redevelopment Authority

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Meisenbach and seconded by Commissioner Sorensen to approve and forward a recommendation of approval to the City Council amending the Wayne Municipal Code, Chapter 152 Zoning, specifically Section 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District, as stated in the attached language, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

Public Hearing: Amending the Future Land Use Map of the Comprehensive Plan for the City of Wayne; Applicant: City of Wayne

The Planning Commission took evidence and testimony from the public and thereafter reviewed the information and evidence presented. After deliberation and discussion, a motion was made by Commissioner Sorensen and seconded by Commissioner Meisenbach to approve and forward a recommendation of approval to the City Council amending the Future Land Use Corporate Limits Map to show the area west of town to be targeted for annexation to include the area north of Grainland Road and east of Pheasant Run, the area a quarter mile west of Grainland Road beginning on the south at the edge of the Logan Creek floodplain and going north of Highway 35 for a half mile, and the area east of Pheasant Run north of Western Ridge 3rd Addition to tie into the existing area targeted for annexation west of Western Ridge II Addition., plus change

the City's East 14th Street property from Mixed Use Residential/Commercial to Public/Quasi-Public, as shown on the attached map, with the findings of fact being staff's recommendation. Chair Melena stated the motion and second; all were in favor, motion approved and carried.

JH:cb

Attachment

(H) *Minimum yard requirements.*

(1) *Front yard.* The minimum front yard shall be 15 feet.

~~(a) In a B-3 District, there shall be a minimum front yard of not less than a depth of 80 feet from the centerline of a federal aid primary designated street or highway or 15 feet from the property line, whichever is greater.~~

~~(b) On all other streets or highways, there shall be a minimum front yard of not less than a depth of 15 feet from the property line.~~

~~(ca)~~ These yard requirements shall apply to any yard abutting a federal aid-primary designated street or highway regardless of the lot being an interior or corner lot.

(2) *Rear yard.* The minimum rear yard abutting an R District shall be ten feet.

(3) *Side yard.* The minimum side yard abutting an R District shall be ten feet.

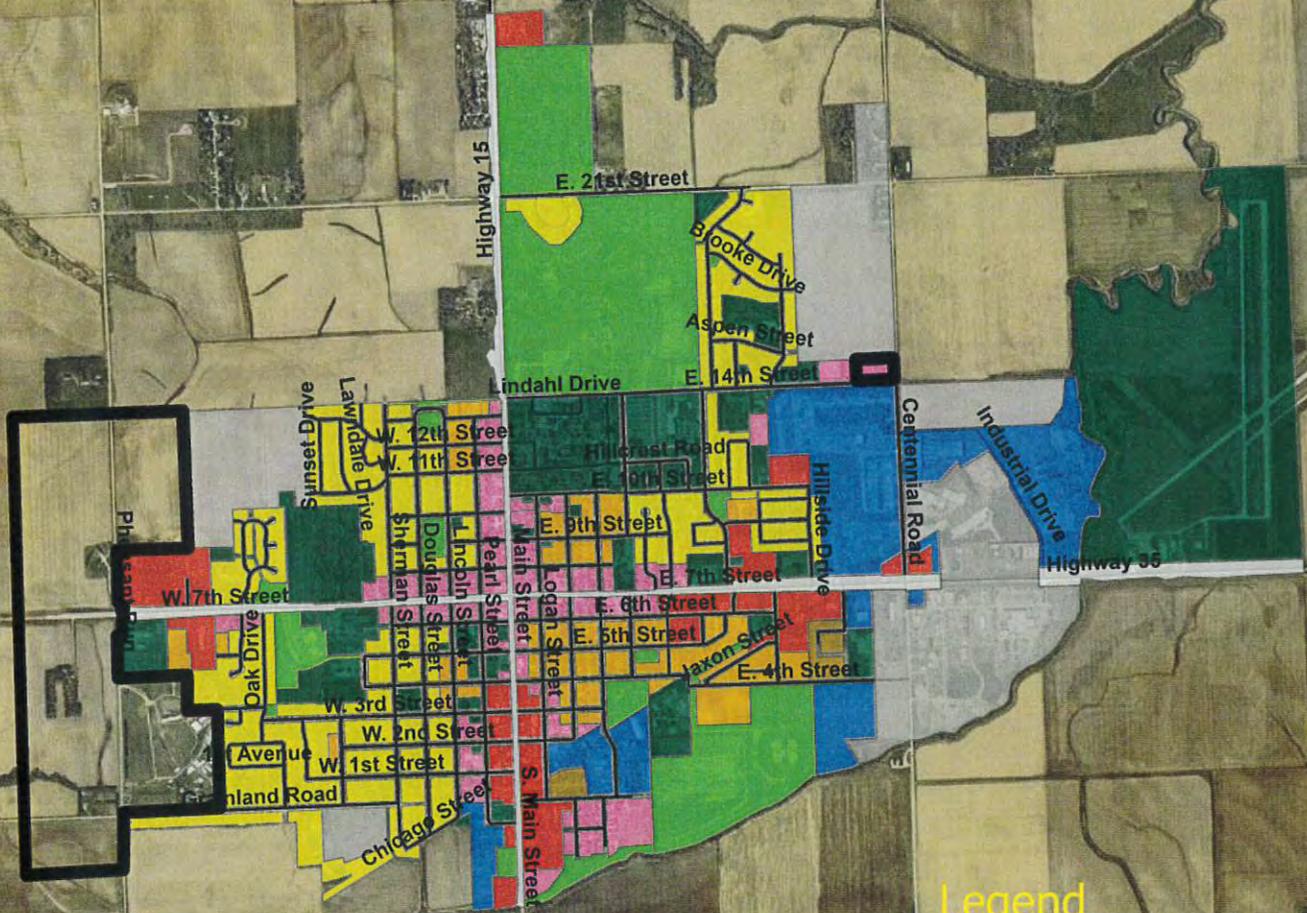
(4) *Distance between structures.* The minimum distance between a residential or other principal structure and another structure shall be ten feet.

FUTURE LAND USE MAP

CORPORATE LIMITS

Wayne, Nebraska

2027



Legend

- Areas Targeted for Annexation
- Commercial
- Highway Corridor
- Industrial
- Mixed Use Residential/Commercial
- Mobile Home Residential
- Multifamily Residential
- Parks/Recreation
- Public/Quasi-Public
- Single Family Residential
- STREETS

Illustration 4.6

ORDINANCE NO. 2024-1

AN ORDINANCE AMENDING TITLE XV LAND USAGE, CHAPTER 152 ZONING, SECTION 152.082 B-3 NEIGHBORHOOD COMMERCIAL DISTRICT (H) MINIMUM YARD REQUIREMENTS; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

Section 1. The Planning Commission held a public hearing on February 5, 2024, regarding a request by the Wayne Community Redevelopment Authority to consider amending the zoning text, specifically Section 152.082 (H) Minimum Yard Requirements in the B-3 Neighborhood Commercial District and have recommended approval thereof subject to the "Finding of Fact" being staff's recommendation.

Section 1. That Title XV, Chapter 152, Section 152.082 of the Wayne Municipal Code is hereby amended to read as follows:

152.082 B-3 Neighborhood Commercial District

(H) *Minimum yard requirements.*

(1) *Front yard.* **The minimum front yard shall be 15 feet.**

~~(a) In a B-3 District, there shall be a minimum front yard of not less than a depth of 80 feet from the centerline of a federal aid primary designated street or highway or 15 feet from the property line, whichever is greater.~~

~~(b) On all other streets or highways, there shall be a minimum front yard of not less than a depth of 15 feet from the property line.~~

(e a) These yard requirements shall apply to any yard abutting a federal aid-primary designated street or highway regardless of the lot being an interior or corner lot.

(2) *Rear yard.* The minimum rear yard abutting an R District shall be ten feet.

(3) *Side yard.* The minimum side yard abutting an R District shall be ten feet.

(4) *Distance between structures.* The minimum distance between a residential or other principal structure and another structure shall be ten feet.

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

ORDINANCE NO. 2024-2

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN FOR THE CITY OF WAYNE.

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

Section 1. On July 18, 2017, the City of Wayne adopted the “Comprehensive Plan” for the City of Wayne, Nebraska, and then approved the amendments thereto on May 19, 2020, January 5, 2021, March 15, 2022, and June 20, 2023.

Section 2. The Planning Commission, upon review of the “Future Land Use Map” of the Comprehensive Plan at their public hearing held on February 5, 2024, recommended approval of amendments thereto, based upon the following “Finding of Fact:”

➤ Staff’s recommendation.

Section 3. The existing “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, is hereby repealed, and the amended “Future Land Use Map” of the Comprehensive Plan for the City of Wayne, Nebraska, of which a copy thereof is attached hereto and incorporated herein by reference, shall now be made a part of said Comprehensive Plan.

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

PASSED AND APPROVED this ____ day of _____, 2023.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

CITY OF WAYNE

RESOLUTION NO. 2024-10

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH WAYNE COUNTY SCHOOL DISTRICT 0017 (WAYNE COMMUNITY SCHOOLS) RELATED TO RECREATIONAL FACILITIES.

WHEREAS, Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act (Chapter 13, Article 8, Reissue Revised Statutes of Nebraska, as amended, the “Interlocal Act”) authorize any two or more public agencies to exercise jointly any power or powers, privileges or authority exercised or capable of exercise by any of the participating public agencies, and to enter into agreements with one another for such purposes.

WHEREAS, each of the City and Wayne County School District 0017 (each a “Party” and, collectively, the “Parties”) is a “public agency” as defined in the Interlocal Act.

WHEREAS, each Party deems it necessary, desirable, advisable and in its best interest to enter into an interlocal agreement with respect to recreational facilities and other related infrastructure projects (the “Projects”) of the City (the “Agreement”).

WHEREAS, each Party desires to enter into the Agreement to (i) create a separate administrative committee relating to the Projects, which are public infrastructure projects, and (ii) include provisions, including benchmarks, relating to the long-term development of such public infrastructure projects between the Parties.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Wayne, Nebraska, that the City shall enter into an Interlocal Cooperation Agreement with Wayne County School District 0017 (Wayne Community Schools), and the Mayor and City Clerk be and they are hereby authorized to execute on behalf of the City said Agreement in substantially the form presented but with any changes as such officers shall deem appropriate for and on behalf of the City.

This resolution shall be in full force and take effect from and after adoption as provided by law.

PASSED AND APPROVED THIS 20th DAY OF FEBRUARY, 2024.

CITY OF WAYNE, NEBRASKA

Mayor

ATTEST:

City Clerk

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF WAYNE**

AND

**WAYNE COUNTY SCHOOL DISTRICT 0017
(WAYNE COMMUNITY SCHOOLS)**

This agreement is made and entered into upon execution hereof by and between the City of Wayne, Nebraska (the "City"), and Wayne County School District 0017 (Wayne Community Schools) (the "District"), both political subdivisions of the State of Nebraska.

WHEREAS, the State of Nebraska legislature, under Statute Number 13-801 et. Seq, the Interlocal Cooperation Act, allows interlocal agreements between governmental entities; and,

WHEREAS, the City and the District wish to cooperate in the acquisition and improvement of certain recreational facilities in and for the benefit of the City and its residents and for the benefit of the District and its students;

NOW THEREFORE, in consideration of the mutual promises and benefits to accrue to both Parties hereto, the City and District agree as follows:

1. The City plans to acquire, own and operate facilities for recreation purposes of the City and its residents (the "Project"), to the extent sales tax revenues are available for such purposes as described in Section 4 below, which Project may be used by students of the District from time to time.

2. The City and the District agree to hold annual meetings prior to the start of the fall semester of the District each year. The official participants in such meetings will consist of no more than three representatives appointed by the elected body of each entity to discuss the operations of the Project.

3. The representatives appointed by the City and the District to attend the annual meeting shall constitute the "The City of Wayne Recreation Facilities Committee". The Committee shall (a) evaluate and approve proposed schedules for use of the Project by the District for the ensuing school year for recommendation to the City Council of the City for approval, (b) discuss the status and functionality of the Project and any other recreation facilities of the City and District which may affect use of the Project, (c) review and provide input and advice with respect to any additional recreational facilities which may impact use of the Project, and (d) for purposes of Neb. Rev. Stat. Section 77-27,142(3) shall be a separate administrative entity relating to a public infrastructure project, as defined in Neb. Rev. Stat. Section 77-27,142(2) and including without limitation the unified governance of the Project and other recreation facilities of the City. Said Committee shall be created and come into existence effective March 1, 2024. Such committee shall be responsible for evaluating and making recommendations for long term development of unified governance of said public infrastructure Project with respect to the City and District, and at least every five years after this Agreement is entered into such Committee shall review performance of the Project, including without limitation capital and operating costs, effectiveness and efficiencies, with comparable facilities of the City or District, in addition to any other benchmarks periodically established by the Committee or Nebraska Legislature.

4. The City agrees to call an election at the Statewide primary election to be held May 14, 2024, to increase the local sales and use tax rate of the City by one-half of one percent (0.50%) in order to provide partial funding for the Project. The term of this Agreement shall be ten (10) years from its effective date and thereafter from year-to year unless terminated on an anniversary date thereof by at least three (3)

years prior written notice given by either Party to the other. Notice to terminate this Agreement can be given by either Party any time after the third (3) year of the original ten (10) year term. Notwithstanding the foregoing, if such ballot question is not approved by the voters this agreement shall terminate within 30 days of such election.

5. Notwithstanding anything herein to the contrary, (a) the Project shall be owned by the City, the City shall bear all operational and maintenance responsibility with respect to the Project and the City; (b) the separate administrative entity created hereunder shall have no authority to issue bonds, and any financing of the Project by the City shall in no way be attributable to the District; (c) the District and City shall agree separately with respect to liability of the District for use of the Project from time to time.

6. This agreement may be amended by a majority vote of the elected bodies of the City and the District after the completion of the first year of the agreement. It is expressly understood and agreed by and between the parties hereto that this agreement shall continue in full force and effect until it is amended, replaced, or terminated by a majority vote of the elected of the City and the District.

IN WITNESS WHEREOF, the parties did execute this Agreement as of the ___ day of February, 2024.

The City of Wayne, Nebraska

By: _____
Mayor

Attest:

City Clerk

Wayne County School District 0017
(Wayne Community Schools)

By:  _____
President, Board of Education

Attest:



Secretary, Board of Education

RESOLUTION NO. 2024-11

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF WAYNE, NEBRASKA, PLACING A BALLOT QUESTION ON THE BALLOT FOR THE STATEWIDE PRIMARY ELECTION ON MAY 14, 2024, TO APPROVE AN INCREASE IN THE LOCAL OPTION SALES AND USE TAX BY AN ADDITIONAL ONE-HALF OF ONE PERCENT.

WHEREAS, the City of Wayne (the “City”) has imposed a local sales and use tax at a current rate of one and one-half percent (1.50%) pursuant to Nebraska Revised Statute § 77-27,142; and

WHEREAS, upon affirmative vote of at least 70% of the members of the City Council of the City, the Nebraska Local Option Revenue Act (Nebraska Revised Statutes § 77-27,142, *et seq.*) authorizes the City to submit to voters at a primary election held within the City a proposal to approve a modification of the existing City sales and use tax to a rate greater than one and one-half percent (1.50%); and

WHEREAS, the City Council finds that it is necessary to fund the costs of public infrastructure projects, which shall include recreational facilities of the City, (the “Facilities”) by increasing the sales and use tax by one-half of one percent (0.50%) (the “Additional Sales Tax”) to a rate of two percent (2.00%); and

WHEREAS, the Facilities are expected to improve the health and well-being of the citizens of Wayne, provide recreational programming for the community, and generally be available for use by the general public at rates and fees set by or at the direction of the City Council; and

WHEREAS, no reductions or elimination of other taxes or fees are expected to result from the imposition of the Additional Sales Tax, and no savings or efficiencies are expected to result from the Facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wayne, Nebraska:

Section 1. That at the statewide primary election to be held on Tuesday, May 14, 2024, there shall be submitted to a vote of the qualified electors of the City of Wayne, Nebraska, for adoption or rejection, the following ballot question:

BALLOT QUESTION

Shall the City Council of the City of Wayne, Nebraska, increase the local sales and use tax rate by one-half of one percent (0.50%) upon the same transactions within the City of Wayne on which the State of Nebraska is authorized to impose a tax, with all revenues generated by the additional one-half percent (0.5%) to be used for public infrastructure projects of the City, which shall include recreational facilities of the City, under the following terms and conditions?

- (1) Purpose of Tax. Revenues generated by the additional one-half of one percent (0.50%) shall be used to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which shall include recreational facilities of the City.
- (2) Period of Tax. The increased sales and use tax rate will be implemented and related revenues collected beginning as soon as practicable after voter approval and continuing for a period of ten (10) years, unless bonds are issued with some or all of the additional revenues pledged for payment of such bonds, in which case the increased sales and use tax rate will remain in effect

and additional revenues will be collected until payment in full of such bonds and any refunding bonds.

- (3) Interlocal Agreement. The City of Wayne and Wayne County School District 0017 have entered into an Interlocal Agreement for the long-term development of unified governance of public infrastructure projects in the City. Additional revenue collected from the additional one-half percent (0.5%) sales and use tax will not be used for the purposes of such Interlocal Agreement, but will be used for the City's public infrastructure projects, including recreational facilities, as described above.

VOTE FOR or AGAINST

- I vote FOR authorizing an increase of one-half percent (.5%) in the City of Wayne's local sales and use tax under such terms and conditions
- I vote AGAINST authorizing an increase of one-half percent (.5%) in the City of Wayne's local sales and use tax under such terms and conditions

If a majority of the votes cast upon such question shall be in favor, then the governing body of the City of Wayne shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of the City of Wayne shall not impose such sales and use tax.

Section 2. The City Clerk of the City shall be and hereby is authorized and directed to certify a copy of this Resolution to the Election Commissioner of Wayne County not later than March 1, 2024, who shall designate polling places and determine voting procedures as set out in the Election Act, appoint the election officials and otherwise conduct the election as provided by law. The City does hereby agree to reimburse said County for the expenses of conducting the election. As required by the Election Act, the Election Commissioner shall provide for publication of the Notice of Election in a newspaper designated by the Election Commissioner no later than forty-two (42) days prior to the day of said election.

Section 3. Notice of said election shall be given to the qualified electors of said City by publication at least one time not more than thirty days nor less than ten days previous to the election in the Wayne Herald, a newspaper published in and of general circulation in said City, and the City Clerk of the City be and hereby is directed to cause such notice and sample ballot to be published.

Section 4. The form of ballot and form of notice of said election shall be substantially in the form submitted to this meeting, a copy of which forms shall be made a part of the minutes. The City Clerk is hereby authorized and directed, in conjunction with the Election Commissioner conducting the election, to arrange for the printing of the necessary ballots for said election and to do all other things and take all other action appropriate or necessary in order to cause said proposition to be submitted to the qualified electors of the City as above provided.

PASSED AND APPROVED THIS 20th DAY OF FEBRUARY, 2024.

CITY OF WAYNE, NEBRASKA

Mayor

ATTEST:

City Clerk

**NOTICE OF ELECTION
CITY OF WAYNE, NEBRASKA**

Public Notice is hereby given to the qualified electors of the City of Wayne, Nebraska, that an election has been called and will be held in the City of Wayne, Nebraska, on Tuesday, May 14, 2024, in conjunction with the Statewide Primary election, at which there shall be submitted to the qualified electors of said City the following proposition:

BALLOT QUESTION

Shall the City Council of the City of Wayne, Nebraska, increase the local sales and use tax rate by one-half of one percent (0.50%) upon the same transactions within the City of Wayne on which the State of Nebraska is authorized to impose a tax, with all revenues generated by the additional one-half percent (0.5%) to be used for public infrastructure projects of the City, which shall include recreational facilities of the City, under the following terms and conditions?

- (1) Purpose of Tax. Revenues generated by the additional one-half of one percent (0.50%) shall be used to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which shall include recreational facilities of the City.
- (2) Period of Tax. The increased sales and use tax rate will be implemented and related revenues collected beginning as soon as practicable after voter approval and continuing for a period of ten (10) years, unless bonds are issued with some or all of the additional revenues pledged for payment of such bonds, in which case the increased sales and use tax rate will remain in effect and additional revenues will be collected until payment in full of such bonds and any refunding bonds.
- (3) Interlocal Agreement. The City of Wayne and Wayne County School District 0017 have entered into an Interlocal Agreement for the long-term development of unified governance of public infrastructure projects in the City. Additional revenue collected from the additional one-half percent (0.5%) sales and use tax will not be used for the purposes of such Interlocal Agreement, but will be used for the City's public infrastructure projects, including recreational facilities, as described above.

VOTE FOR or AGAINST

- I vote FOR authorizing an increase of one-half percent (.5%) in the City of Wayne's local sales and use tax under such terms and conditions
- I vote AGAINST authorizing an increase of one-half percent (.5%) in the City of Wayne's local sales and use tax under such terms and conditions

If a majority of the votes cast upon such question shall be in favor, then the governing body of the City of Wayne shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of the City of Wayne shall not impose such sales and use tax.

The polling places will be such places as shall be determined by the Election Commissioner of Wayne County. Such polling places will be open continuously from 8:00 a.m. to 8:00 p.m. on said date. Such polling places are accessible to individuals with physical mobility limitations.

Qualified electors wishing to vote early, as permitted by law, may do so in person or by requesting a ballot for early voting from the Election Commissioner of Wayne County, at such Election Commissioner's offices at _____, Wayne, Nebraska.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF SAID CITY.

POST – in Election Commissioner's office at least 42 days prior to election

PUBLISH – One time at least 42 days prior to election – Election Commissioner

PUBLISH – one time at least 10 but not more than 30 days immediately prior to election (City Clerk)

(SAMPLE BALLOT)

ELECTION
CITY OF WAYNE, NEBRASKA

TUESDAY, MAY 14, 2024

BALLOT QUESTION

Shall the City Council of the City of Wayne, Nebraska, increase the local sales and use tax rate by one-half of one percent (0.50%) upon the same transactions within the City of Wayne on which the State of Nebraska is authorized to impose a tax, with all revenues generated by the additional one-half percent (0.5%) to be used for public infrastructure projects of the City, which shall include recreational facilities of the City, under the following terms and conditions?

- (1) Purpose of Tax. Revenues generated by the additional one-half of one percent (0.50%) shall be used to pay the costs to construct, acquire, improve, furnish, and equip public infrastructure projects, which shall include recreational facilities of the City.
- (2) Period of Tax. The increased sales and use tax rate will be implemented and related revenues collected beginning as soon as practicable after voter approval and continuing for a period of ten (10) years, unless bonds are issued with some or all of the additional revenues pledged for payment of such bonds, in which case the increased sales and use tax rate will remain in effect and additional revenues will be collected until payment in full of such bonds and any refunding bonds.
- (3) Interlocal Agreement. The City of Wayne and Wayne County School District 0017 have entered into an Interlocal Agreement for the long-term development of unified governance of public infrastructure projects in the City. Additional revenue collected from the additional one-half percent (0.5%) sales and use tax will not be used for the purposes of such Interlocal Agreement, but will be used for the City's public infrastructure projects, including recreational facilities, as described above.

VOTE FOR or AGAINST

- I vote FOR authorizing an increase of one-half percent (.5%) in the City of Wayne's local sales and use tax under such terms and conditions
- I vote AGAINST authorizing an increase of one-half percent (.5%) in the City of Wayne's local sales and use tax under such terms and conditions

If a majority of the votes cast upon such question shall be in favor, then the governing body of the City of Wayne shall be empowered as provided by Section 77-27,142 to levy said sales and use tax and shall proceed to impose a tax pursuant to the Local Option Revenue Act. If a majority of those voting on the question shall be opposed to such tax, then the governing body of the City of Wayne shall not impose such sales and use tax.

PUBLISH – One week immediately prior to election.

CERTIFICATE OF FILING

STATE OF NEBRASKA)
)
COUNTY OF WAYNE) ss.

I, the undersigned, the duly qualified and acting City Clerk of the City of Wayne, Nebraska, do hereby certify that attached hereto is a true and correct copy of a Resolution of the Mayor and City Council of the City of Wayne, calling an election to be held in the City of Wayne, in conjunction with the Statewide Primary election on the 14th day of May, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand officially this 21st day of February, 2024.

City Clerk

[SEAL]

I, the undersigned, the duly qualified and acting Election Commissioner of the County of Wayne, in the State of Nebraska, do hereby acknowledge receipt of the aforesaid Resolution calling an election to be held in the City of Wayne, Nebraska, in conjunction with the Statewide Primary election on the 14th day of May, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand officially and affixed the seal of my office this 21st day of February, 2024.

Election Commissioner,
Wayne County, Nebraska

[SEAL]

CITY OF WAYNE
PUBLIC WORKS DEPARTMENT
A Public Service Department

2023 ANNUAL REPORT

- * The Public Works Department employs 5 full-time employees and one part-time worker. The full-time employees, their titles, and years of service are:

Joel Hansen, Street & Planning Director	29 years
Todd Hoeman, City Inspector	29 years
Jason Jorgensen, Street Supervisor	17 years
Ryan Henschke, Heavy Equipment Operator II	8 years
Steven Sherman, Mechanic	4 years

- * The Public Works Department maintains 34 miles of streets or 85 lane miles.
- * The Public Works shop provides maintenance on 32 vehicles, 40 pieces of heavy equipment, plus small engines. These units serve many departments including Street, Parks & Recreation, Police, Fire, Sewer, Electric Distribution, Power Plant, and Senior Citizens Center.
- * The Public Works Department provides building maintenance on all City owned buildings.
- * Major Activities in 2023 included:

1. Help pour pad for batting cages and handicap parking pads at Prairie Park ballfields.
2. Placed storm sewer near Chicago Street for development of lot for CRA.
3. Assist with coordinating Prairie Park project.
4. Assisted with moving 3 houses for CRA along with chimney removal.
5. Planted 73 trees in Prairie Park with tree spade.
6. Replaced paving on Providence Road near hospital.
7. Replaced paving in Fire Hall parking lot.
8. Replaced paving and fixed catch basin at N end of Meadow Lane.
9. Replaced paving at Meadow Lane & Westwood Road.
10. Replaced paving at 4th & Sherman.
11. Seed grass around S. Lincoln & Chicago Street projects.
12. Seed CRA properties.
13. Blade and rock alleys in SW & NW quadrants from Black Hills project.
14. Clean and shape parts of north ditch along E. 7th Street.

- * Training/Schooling
 - Residential Building Code
 - Building Code
 - APWA Snow Conference
 - Nebraska Planning & Zoning Conference

* General operation information: (Fiscal Year ending September 30th)

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Street Sweeper (hours)	112	64	130	171	86
Trucks w/ Plows (miles)	2,838	4,577	6,668	11,680	8,687
Loaders & Motor Grader (hours)	333	461	915	981	694
Ice Control/Street Sander (miles)	590	0	484	508	684
Snow Record Requiring Plowing (inches)	24.5	3.5	32	29	28

* Routine seasonal work consists of the following:

1. Clear snow and sand streets.
2. Spring street sweeping and fall leaf clean up.
3. Clean storm sewer catch basins.
4. Help with pool preparation (3 weeks).
5. Fill pot holes in streets.
6. Fill and blade alleys.
7. Remove and replace concrete; street repairs.
8. Street sign maintenance.
9. Maintain brush pile/log site.
10. Maintain City tree farm (est. 200 trees).
11. Maintain Bone Yard (storage area).
12. Paint street and parking lot parking stalls and crosswalks.
13. Routine building maintenance as needed.
14. Street crack filling (3-4 days).
15. Mow highway ROW.
16. Terrace tree trimming.
17. Place barricades for 3+ parades.
18. Preparation for Chicken Days and County Fair.
19. Many other odd jobs (Library, Fire Hall, City Hall, Auditorium, etc.).

*Future Planning:

1. Update and Replacement of Public Works High Priority Street Department Equipment as Necessary:

<u>Year</u>	<u>Equipment</u>
1976	GMC Street Flusher Truck
1992	GMC 4x4 Pickup w/ Plow
1998	International Truck Sander
1999	Chevy Flatbed Pickup
2000	Freightliner 4x4 Dump Truck w/ Plow
2002	Chevy Dump Truck w/ Plow
2005	Ford 4x4 F550 Dump Truck w/ Plow
2007	Fair Snowblower
2011	Cimline Magma Joint Sealer
2011	Ford 4x4 Pickup w/ Plow
2012	Freightliner 4x4 Dump Truck w/ Plow
2014	Elgin Street Sweeper
2015	Case 621F Loader
2016	Ford 4x4 F550 Flatbed w/ Plow
2017	Bobcat Mini Excavator w/ Jack Hammer
2017	JD 1550 4WD Mower
2019	Freightliner 4x4 Dump Truck w/ Plow
2019	Ford F350 4x4 Pickup
2020	Sullivan Palatek Air Compressor
2020	Chevy 4x4 Pickup
2022	Bobcat S66 Skidloader with concrete breaker
2023	JD 544P Wheel Loader
2023	Bobcat T66 T4 Track Loader with grader attachment

Much of the departments equipment is available to the public on an hourly rental rate schedule, including loader, trucks compressor etc. The majority of the equipment can only be rented with an employee operating it, so labor is included in the rental fee. The next piece of equipment we are working on to replace is the 1999 International sander truck. We would purchase a new stainless steel sander to put on the 2000 Freightliner as it is a 4 wheel drive and the dump box currently on that truck is from 1982 and is falling apart underneath from rust.

2. Anticipated Projects for 2024

- Replace paving on E end of 8th Street in St. Mary's alley.
- Replace paving on E. 14th by Water Tower and Linden Street.
- Replace paving on E. 4th Street east of Hank Overin.
- Replace paving on Tomar by Fire Hall.
- Replace paving on S. Nebraska.
- Replace paving at Lawndale & Fairacres Road.
- Replace paving on Thorman Street by the Vet Clinic.
- Replace paving on Walnut between 9th & 10th around manhole.
- Remove tree at Recycling & Trash Center.
- Blade and rock alleys in SW quadrant from Black Hills project.
- Inspect catch basins to create replacement list.
- Replace sunken brick areas (W. 5th Street).

LB840 RLF Program - Project Comps

Applicant	Loan Amount	Purpose	Primary Lender Interest Rate	Committee Review	Recommended WEDP Rate	Recommended WEDP Term	Approved WEDP Rate	Approved WEDP Term	Council Approval
Talon Capital, LLC (dba Fyre-Tec)	\$ 250,000.00	purchase existing business/expand business	Midwest Bank: 5.7%	1/10/19	2.85%	10 years	2.85%	10 years plus 5 FTE in 3 years	2/5/19
Ace Hardware & Home	\$ 200,000.00	start retail store/purchase inventory	rate not yet set when approved by Council	9/18/19	0% Y1-5 / 2% Y6-15 *	15 years	0%	15 years with no interest to diversify inventory	10/1/19
Johannie Byrd Brewing Company	\$ 40,000.00	purchase real estate	SNB&T: 2%	12/13/19	1.00%	term of lender	1.00%	term of lender	12/17/19
DSF Wayne Short Stop, LLC	\$ 85,000.00	property improvements/business expansion	SBA: 2.75% + prime (variable)	4/14/21	3.00% fixed	10 years	3.00%	10 years with fixed interest	4/20/21
Sanctuary Apartments, LLC	\$ 400,000.00	historic preservation/housing development	F&M Bank: 3%	10/13/21	1.50%	10 years/20 year amortization	1.50%	10 years/20 year amortization & preserving historic building	11/2/21
Nix Wayne, LLC	\$ 300,000.00	property improvements/business expansion	BankFirst: 4.625%	6/16/22	2.31/25% *	10 years	1.00%	10 years	6/2/22
I Wet My Plants (Kathlynn Broders)	\$ 40,000.00	property improvements/business expansion	SNB&T: 7.5%	2/15/23	3.75%	10 years	3.75%	10 years	2/2/23
Blazer, LLC	\$ 200,000.00	purchase existing business/expand business	RVR Bank: 5.75%	6/29/23	3.375% *	5 years	2.00%	5 years	7/6/23
Webber Hospitality, LLC	\$ 200,000.00	purchase existing business/expand business	SNB&T: 7.25%	11/20/23	3.625% *	10 years	1.80%	10 years	12/5/23
TOTAL RLF COMMITMENTS (as of Dec. 31, 2023)	\$ 1,715,000.00				* Applicant Requested Rate Lower than Recommendation		1.88%	Average Rate Approved	



WAYNE AMERICA

Date: February 16, 2024

[Back to Top](#)

To: Mayor & Council, City of Wayne

From: Luke Virgil, Director of Ec. Dev.

RE: Dept. Report – Ec. Dev. Activities, 2024 Legislation & NE Chamber

Department Overview & Staffing

On Oct. 1, a new department of economic development began operations within the City of Wayne. The new department was made possible by your investment in economic development and housing programs during FY2024, and the partnership between Wayne County, Wayne Community Housing Development Corporation (WCHDC), and Wayne Area Economic Development, Inc. (WAED). An Interlocal Agreement between the City and County was approved in Nov. 2023 and supports the salaries/benefits of the 4 department employees:

- *Luke Virgil, Director of Economic Development* (Start date: Oct. 1) – Responsible for all operations of the department and WAED (dba Wayne America, Inc.), including the successful implementation of a City Council/Mayor/Wayne America, Inc. Board approved Program of Work, i.e. economic development, fundraising & membership, department leadership, and public relations.
- *Rachel Miller, Assistant Director of Membership & Chamber Services* (Start date: Oct. 30) – Responsible for facilitating membership interactions and coordinating events.
- *Jen Canham, Assistant Director of Housing Development* (Start date: Nov. 6) – Responsible for coordinating housing programs and manages WCHDC assets, as well as assists with site development projects (residential, commercial & industrial).
- *Brayden Sharp, Marketing & Tourism Coordinator* (Start date: Oct. 1) – Assists with general marketing for the City & County and serves as a tourism/CVB liaison for the City & County.

The employees also perform the day-to-day tasks of WAED (dba Wayne America, Inc.) and Wayne Community Housing Development Corporation, which encompasses economic development, chamber services, housing development, and tourism/visitor's bureau for the City of Wayne and Wayne County. The department is located at 108 W 3rd Street, in the longstanding chamber of commerce building, which is owned by Wayne America, Inc.

Launch of Wayne America, Inc.

To reflect the changes in funding and the expanded scope of services, WAED has adopted Wayne America, Inc. as its new corporate identity, which included new branding, a new unified social media presence, and a new website. The new corporate identity and branding were effective on Jan. 1, 2024, and the new social presence and website were launched on Jan. 3, 2024.

PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA



Other Activities

Concurrent with the launch of Wayne America, Inc., the organization is still conducting a membership drive and planning annual programming/events to derive revenue. The membership and programming revenue will always be managed by the Wayne America, Inc. Board of Directors, and kept separate from public funds (City/County contributions).

While the department's first priority had been building our team and launching Wayne America, Inc., the focus has now shifted to the mission of Wayne America, Inc., providing progressive and unified resources to enhance Wayne America.

Brayden has been tasked with maintaining and expanding the reach of the new social media presence (@WayneAmerica) and the new website (www.WayneAmerica.org). Additionally, he has taken on design duties for marketing to the local community, to our external stakeholders, and on behalf of the City of Wayne.

Jen has been working diligently to understand the complexities of WCHDC and their primary housing programs: MeadowView Estates (MVE), the Housing Purchase Rehab Resale (HPRR) Program, and the Rural Workforce Housing Fund (RWHF). Already, she has made great strides in understanding WCHDC's financial position, learning how the various programs differ or dovetail, and improving their record-keeping.

Rachel has been focused on event planning, specifically Business After Hours and the Annual Banquet, which is scheduled for April 7. Further, she has been working through chamber-specific duties like membership and networking with other chamber directors across the state.

I have been balancing the needs and training of our very new team, while maintaining my other commitments: Business Recruitment, Retention & Transition Planning; Site Development; Entrepreneurial Development & Business Revolving Loan Administration; Government Relations & Advocacy; Labor Force Recruitment, Retention & Enhancement; and Housing Program & Property Oversight. Additionally, I have the privilege of serving on several statewide boards including the Nebraska Main Street Board, the Leadership Nebraska Alumni Advisory Council, the Nebraska Economic Developer's Association (NEDA), and Chair of the NEDA Education Committee.

PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA



WAYNE AMERICA

2024 Legislation

Along with my service to the NEDA Board of Directors, I also serve on the NEDA Legislative Committee. The group meets weekly if the Nebraska Legislature is in session and monitors a plethora of legislative bills across several policy categories. On Jan. 31 and Feb. 1, I was in Lincoln and participated in NEDA's Legislative Days, where we selected the legislation that our organization will support or oppose, and then met with Senators and lobbyists at the State Capitol. Included in my report is a copy of the letter that NEDA shared with Senators and lobbyists.

Additionally, you should be aware of the EPIC proposal to overhaul the Nebraska Tax Code that has been championed by State Sen. Steve Erdman. If passed, the legislation would abolish all sales, income, and property taxes in Nebraska, and replace it with a universal consumption tax on all transactions (no exemptions). Numerous business associations (including the NE Chamber, Neb. Farm Bureau, and NEDA), education associations, government agencies (including the League of Neb. Municipalities), and lobbyist groups across the state have voiced their opposition to EPIC. The major concern is a virtual loss of local control by existing taxing authorities (i.e. school districts, counties, cities, NRDs, fire districts, ESUs, ag societies, community colleges, etc.).

The City of Wayne would be most affected by the loss of its local option sales tax (LB840), as it provides funding for local capital projects (streets, buildings, equipment, etc.) and the City's LB840 Business RLF program. Wayne Community Schools, Wayne County, and the City of Wayne would all be affected by the loss of local property tax revenues.

If you would like more information about EPIC, I can share a slide presentation that was given by Mr. Bryan Slone, President of the NE Chamber.

NE Chamber

On Feb. 1, the NE Chamber hosted their Annual Banquet and Business Hall of Fame induction ceremony in Lincoln. Rachel, Brayden, and I attended on behalf of Wayne America, Inc., along with Wes and Jill representing the City and community. Sen. Joni Albrecht was our guest for the evening. The event is always a great opportunity to discuss specific legislation with Sen. Albrecht and make connections with other chamber, government, and business leaders from across the state.

On Feb. 2, Rachel and I attended the NE Chamber Association's Annual Meeting. The morning-only event gave Rachel a chance to meet with several other chamber executives from across the state and build relationships with the NE Chamber Team. Along with NEDA, the NE Chamber and NE Chamber Association are tremendous resources and statewide partners for Wayne America, Inc.

PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA



*NEDA exists to strengthen economic development
in the state of Nebraska through education and professional
development of its members.*

NEBRASKA ECONOMIC DEVELOPERS ASSOCIATION

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Milford, NE 68405
Email: staff@neda1.org

Phone: 402-761-2216
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Website: neda1.org

February 1, 2024

Dear Senator:

Thank you for taking the time to visit with a Nebraska Economic Developers Association (NEDA) member during our Legislative Day activities.

Listed below is legislation the NEDA Board of Directors considered at their January 31, 2024 meeting. NEDA considers legislation that has a statewide impact on economic development. The bills below have been categorized as either being in support or opposition. In many cases these positions are based on the general purpose of the proposed legislation and not necessarily the details of the bill. We have additional bills we are monitoring.

SUPPORT

- **LB61 General File (Brandt)** - Authorize leasing of dark fiber and eliminate certain powers of the Public Service Commission Priority for: Brandt
- **LB843 (McKinney)** - Change provisions of the Middle Income Workforce Housing Investment Act
- **LB850 (Jacobson)** - Change the authorized use of certain Federal Funds for housing
- **LB851 (Jacobson)** - Change provisions relating to internship grants
- **LB874 (Bostar)** - Change requirements relating to child care licensing and child care facilities
- **LB881 (Ballard)** - Redefine a term under the Middle Income Workforce Housing Investment Act
- **LB888 (Vargas)** - Appropriate funds to the Department of Economic Development for middle income housing
- **LB889 (Vargas)** - Appropriate funds to the Department of Economic Development for rural workforce housing
- **LB893 (Ibach)** - Change provisions of the ImagiNE Nebraska Act relating to the types of property receiving a property tax exemption
- **LB897 (Lippincott)** - Appropriate funds to the Department of Economic Development for a workforce housing grant program
- **LB993 (Ibach)** - Adopt the Apprenticeship Grant Act
- **LB1039 (Vargas)** - Appropriate funds to the Department of Economic Development for workforce housing programs
- **LB1079 (McDonnell)** - Appropriate Federal Funds to the Department of Economic Development
- **LB1084 (Ibach)** - Adopt the Nebraska Shortline Rail Modernization Act and provide tax credits
- **LB1087 (Jacobson)** - Adopt the Hospital Quality Assurance and Access Assessment Act
- **LB1114 (Bostar)** - Adopt the Endow Nebraska Act and provide tax credits
- **LB1116 (Ibach)** - Adopt the Grocer Reinvestment Option Act
- **LB1251 (Linehan)** - Authorize state assistance for certain small sports facilities under the Sports Arena Facility Financing Assistance Act
- **LB1323 (Vargas)** - Appropriate funds to the Department of Economic Development for affordable housing trust fund
- **LB1400 (Ballard)** - Adopt the Relocation Incentive Act and provide tax incentives
- **LB1416 (Bostar)** - Adopt the Child Care Capacity Building and Workforce Act

OPPOSE

- **LB948 (McDonnell)** - Provide certain requirements for redevelopment contracts under the Community Development Law
- **LB1067 (Clements)** - Eliminate the inheritance tax, adopt the State Prisoner Reimbursement Act, and change the authorized uses of certain county funds Priority for: Clements
- **LB1219 (J. Cavanaugh)** - Adopt updates to building and energy codes
- **LB1356 (Wayne)** - Change provisions relating to the Community Development Assistance Act and provide tax credits
- **LB1366 (J. Cavanaugh)** - Change provisions relating to the use of eminent domain
- **LB1410 (Linehan)** - Change provisions relating to tax incentives under the ImagiNE Nebraska Act
- **LB1412 (Speaker Arch)** - Provide, change, and eliminate appropriations for operation of state government, postsecondary education, state aid, capital construction, and federal funds allocated to the State of Nebraska from the federal American Rescue Plan Act of 2021
- **LB1413 (Speaker Arch)** - Transfer and provide for the transfer of funds and create and change the use and distribution of funds
- **LR6CA (Erdman)** - Constitutional amendment to prohibit governmental entities from imposing any taxes other than retail consumption taxes and excise taxes
- **LR7CA (Erdman)** - Constitutional amendment to require the state to impose a consumption tax or an excise tax on all new goods and services and to provide a tax exemption for grocery items

Please contact a NEDA member if you would like to further discuss specific legislation.

Sincerely,
NEDA Board of Directors

6-Month Report to the Wayne City Council

LB 840 Funds Committed (as of 12/31/2023)

LB840 GRANTS

Applicant	Amount	Type of funding	Purpose	Committee review
Digital Blue	\$ 30,600.00	performance based loan	relocation/expansion	5/27/2009
Louis and Jevonah Benscoter	\$ 36,000.00	performance based loan	land development	8/13/2009
Interactive Impact	\$ 30,000.00	performance based loan	intellectual property development	8/13/2009
Jim Milliken (Godfathers)	\$ 2,500.00	grant	parking lot (rain garden)	10/8/2009
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	11/12/2009
Wayne Area Economic Development (Project Majestic)	\$ 200,000.00	grant	theater renovation/remodel	11/12/2009
Wayne Veterans Memorial Project	\$ 72,686.00	grant	memorial completion	2/11/2010
Farmers Market and Community Garden	\$ 2,750.00	grant	marketing	4/15/2010
Wayne Hospitality Group LLC	\$ 250,000.00	grant	hotel project	10/19/2010
Wayne Area Economic Development	\$ 10,000.00	grant	marketing (general)	12/21/2010
City of Wayne	\$ 13,285.00	grant	water/sewer for Western Ridge III	8/1/2011
Windom Ridge	\$ 5,000.00	grant	housing study targeting 55+	8/11/2011
Miss Mollys Coffee Company	\$ 30,000.00	performance based loan	purchase building/new coffee shop	10/13/2011
Wayne Area Economic Development on behalf of WCNGC	\$ 250,000.00	[info only]	compressed natural gas car	10/13/2011; 07/12/12
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/7/2011
Wayne Community Theater	\$ 5,000.00	grant	overhead doors replaced	12/8/2011
Wayne Area Economic Development (Chicken Show)	\$ 12,050.00	grant	marketing for Wayne Chicken Show	3/8/2012
Rainbow World Child Care Center	\$ 25,000.00	grant	facility addition	10/11/2012
Wayne Area Economic Development	\$ 5,000.00	grant	marketing (general)	11/8/2012
City of Wayne	\$ 17,500.00	grant	water/sewer for Western Ridge III	1/10/2013
Wreidt Properties	\$ 33,000.00	[info only]	trailer relocation	2/14/2013
Angel Village	\$ 240,000.00	[info only]	senior village: common space	2/14/2013
City of Wayne	\$ 30,000.00	grant	Welcome to Wayne signs (4)	11/14/2013
Wayne Area Economic Development	\$ 5,000.00	grant	general administration	12/12/2013
Darrin Barner (WSC Rugby)	\$ 1,600.00	[info only]	to replace goal post pads	1/9/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	performance based loan	build a bar and grill/package liquor	4/10/2014
Jen and Chad Claussen	\$ 23,765.00	performance based loan	purchase Swans and building	11/13/2014
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/13/2014
Rezurrected Rod and Kustom	\$ 25,000.00	performance based loan	building addition and fiber glass car manu	8/4/2015
Wayne Area Economic Development	\$ 5,000.00	grant	admin/marketing	11/3/2015
City of Wayne	\$ 240,000.00	[info only]	housing cost buy down	3/10/2016
Subtotal of "grant"	\$ 981,136.00	30.66%		

6-Month Report to the Wayne City Council

LB 840 Funds Committed (as of 12/31/2023)

Applicant	Amount	Type of funding	Purpose	Committee review
LB840 LOANS				
Applicant	Amount	Type of funding	Purpose	Committee review
City of Wayne	\$ 7,132.00	zero percent loan	housing downpayment match	10/8/2009
Jim Milliken (Godfathers)	\$ 35,500.00	zero percent loan	parking lot	10/8/2009
Inet Library	\$ 86,038.00	3 percent interest loan	expansion/start up expenses	2/10/2011
RBBD LLC	\$ 70,000.00	3 percent interest loan	new dental clinic at 7th & Pearl	8/11/2011
City of Wayne	\$ 160,000.00	[info only]	housing incentives (0% loans)	4/12/2012
Rainbow World Child Care Center	\$ 75,000.00	zero percent loan	facility addition	10/11/2012
Mandy Benscoter and Louis Benscoter	\$ 50,000.00	zero percent loan	commercial bldgs on Jaxon St	1/10/2013
John and Molly Temme	\$ 65,000.00	3 percent interest loan	commercial property at 7&Pearl	6/27/2013
Geno's Steakhouse	\$ 37,000.00	3 percent interest loan	renovation/windows/etc	7/28/2013
Paulson Construction	\$ 39,750.00	3 percent interest loan	purchase building/move bus. to city	7/28/2013
City of Wayne - SCPB, OCC Bldrs, IPI	\$ 240,900.00	zero percent loan	disaster recovery loans (15 yrs, % payroll)	10/10/2013
Brent L. Pick	\$ 50,000.00	zero percent loan	15 yrs - buy&rebuild Estes/DB/NAPA	11/14/2013
Lutt Oil and Service (Rod L. and Christin E. Cook-Lutt)	\$ 50,000.00	3 percent interest loan	Buy and update Zach's/expand services	12/12/2013
NAPA - Wayne	\$ 50,000.00	zero percent loan	15 yrs - rebuild NAPA	1/9/2014
NAPA - Wayne	\$ 25,000.00	zero percent loan	to rebuild; require annexation	1/9/2014
Leseberg Masonry and Construction	\$ 75,000.00	0% loan; 3% loan	rebuild \$40k at 0%; build \$35k at 3%	1/9/2014
Pat Garvin / Innovative Protectives	\$ 40,000.00	0% loan for 15 yrs	rebuild buildings lost to tornado	2/13/2014
Ken Jorgensen / 4th Jug Bar and Grill	\$ 125,000.00	3% loan for 15 yrs	build a bar and grill/package liquor	2/13/2014; 4/10/14
Dollar Plus	\$ 125,000.00	0% loan for 5 yrs	open Dollar Plus in Downtown Wayne	4/10/2014
Heft Trucking	\$ 50,000.00	0% loan for 15 yrs	rebuild building lost to tornado	6/12/2014
Tim Fertig	\$ 50,000.00	3% loan for 15 yrs(10yr bin)	buy 2nd&Main prop and open fitness	7/28/2014
Jen and Chad Claussen	\$ 23,765.00	3% loan for 15 yrs	purchase Swans and building	11/19/2014
Rezurrected Rod and Kustom	\$ 25,000.00	3% loan for 10 yrs	building addition and fiber glass car manu	8/4/2015
Beck Ag Inc	\$ 50,000.00	3% loan for 3 yrs	build out and business growth	12/10/15; 1/14/16
Adam Manoucheri/Crossroads-Atoll Productions LLC	\$ 40,000.00	3% loan for 15 yrs	purchase and remodel 200&202 Main St	1/14/2016
Josh Hopkins - Hopkins Eyecare	\$ 35,000.00	0% loan for 2 yrs	purchase property for new eye clinic	6/9/2016
Lukas Rix - Rustic Treasures	\$ 55,000.00	0% loan for 5 yrs	purchase and rehab 1912 City Hall	7/14/2016
Wayne Country Club	\$ 150,000.00	0% loan for 15 yrs	addition/remodel club house	10/13/2016
Wayne Country Club	\$ 60,000.00	0% loan for 15 yrs	addition/remodel club house	10/30/2017
Wayne Area Event Center	\$ 350,000.00	new terms below	s new event center construction	10/13/2016; 7/2/18
<i>Subtotal of revolving</i>	\$ 2,135,085.00	66.72%		
TOTAL FUNDS COMMITTED (as of December 31, 2017)	* \$ 3,116,221.00	97.38%		
TOTAL AVAILABLE FOR 15 YEARS (to collect)	\$ 3,200,000.00			

6-Month Report to the Wayne City Council

LB 840 Funds Committed (as of 12/31/2023)

LB840 PROJECT NOTES

- * Interest accrued/paid on the Fund's borrowed money is NOT included in this total
- a Committee recommended \$38,000 zero percent interest loan; Council granted \$2500 of this after the City requested a rain garden in the parking lot.
- b Committee recommended \$75,000; only \$72,686 was spent.
- c Committee recommended \$1,250; Council approved \$2,750.
- d Legally, this is a grant (not required to be paid back); however, the Wayne Hospitality Group LLC plans to honor their previous request's terms of 15 years at 0% interest.
- e Committee recommended only an interest bearing loan for \$43,019; Council approved \$43,019 for an interest bearing loan and \$43,019 for a performance based loan. (all is now a loan)
- f Committee recommended and Council approved \$64,200; only \$7,132 was used after the program closed.
- g Committee recommended a 5 yr loan; Council approved the grant request.
- h Initial housing request from the City was approved; further action by Council allocated housing funds from a different source
- i Revision of previous approval (10/2011) - increased loan guarantee from \$150,000 to \$250,000 (07/2012); allocation became void after 12/31/12 if no company was in Wayne
- j Committee/Council approved \$26,000 for wastewater improvements - only \$13,285 was used
- k Committee recommended \$75,000 loan with interest half of its conventional rate; Council changed the loan to 0% interest
- l \$500,000 was set aside for tornado relief (up to 10% of payroll); only \$241k was used
- m Committee recommended a set number of \$28,000; the Council allowed the request of "up to" \$30,000 for signage
- n Committee recommended approval but believed other sources of funds might be available; Council took no action on this recommendation.
- o Originally a performance based loan; FTE requirement not met so is now a loan
- p Committee recommended approval; City Council did not approve
- q Committee and Council approved; projects were never completed
- r Committee originally recommended \$100,000 loan for 5 yrs at 3%; City of Wayne approved \$150,000 loan for 15 yrs at 0%; Wayne Country Club re-applied to reflect changes to the project scope/bid received; Committee recommended \$210,000 for 15 yrs at 0%; Council approved new loan of \$210,000 for 15 years at 0%;
- s Committee recommended \$250,000 loan for 10 yrs at 3%; Council approved loan of \$350,000 at 3% for 10 years on 10/18/2016; Council approved new terms on 07/03/2018;
 - A \$350,000 loan;
 - 3% interest rate;
 - Defer principal payments for 3 years, but require interest payments throughout the deferment period, with the first deferred interest payment being delayed until November 1, 2018;
 - Changing the loan repayment period from 10 years to 15 years;
 - Deferment period would be from March 1, 2018, to February 28, 2021;
 - Repayment period for principal and interest would begin on March 1, 2021; and
 - Final payment would be due March 1, 2035.