

(Amended: 3/6/23)

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

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

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

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

3. [Approval of Minutes – February 21, 2023](#)
4. [Approval of Claims](#)
5. [Library Report – Heather Headley, Library Director](#)
6. [Action on the Request of Anthony Cantrell on behalf of the Wayne High School, in conjunction with EVERON \(Electric Vehicle Energy Research of Nebraska\) to close off East 10<sup>th</sup> Street 200' east of Angel Avenue to Hillside Drive on Saturday, May 6<sup>th</sup>, from 7:00 a.m. until 5:00 p.m. for the 2023 Power Drive State Championship and to have the City provide portable restrooms](#)
7. Report/Update on the WayneAmerica Fly-In Event – May 26<sup>th</sup> – May 28<sup>th</sup> from Travis Meyer, Chair of the Wayne Airport Authority Board
8. [Action on the Special Designated Liquor Permit for the Wayne Airport Authority on May 25, 26, 27, and 28, 2023, for the WayneAmerica Fly-In Event — Andrea Henderson](#)
9. [Action on Liquor License Manager Application of Christopher C. Sieck for Casey's Retail Company \(Casey's 2738\)](#)

**Background:** Betty has reached out to Christopher and he is unable to be at this meeting.

10. [Resolution 2023-19: Approving Community-Wide Blanket Construction Permit Agreement between the City of Wayne and Black Hills Nebraska Gas, LLC, d/b/a Black Hills Energy](#)

**Background:** Black Hills would like to move forward with their bare steel replacement again this year in Wayne. They will be focusing on Area C – southwest quadrant. A map is enclosed with this packet showing where the new gas mains will be.

11. **Ordinance 2023-1: Amending Wayne Municipal Code Title III, Administration, Chapter 37 Taxation, relating to sales and use tax; extending the imposition of one and one-half percent sales and use tax upon the same transactions within the City of Wayne upon which the State of Nebraska is authorized to impose a tax (Third and Final Reading)**
12. **Ordinance 2023-2: Amending Wayne Municipal Code Title III, Administration, Chapter 38 Economic Development Program to describe the terms, conditions and goals of said Economic Development Program, to establish the duration of said economic development program; to provide for years for collection of funds; to provide for a source of funds; to provide for a total amount to be collected; and to repeal conflicting ordinances and to provide for an effective date of this ordinance (Third and Final Reading)**
13. **Action on Application for Payment No. 6 in the amount of \$19,566 to OCC Builders, LLC, for the Freedom Park Trailhead Project - Jill Brodersen, Architect**
14. **Resolution 2023-20: Approving Renewable Energy Certificate Purchase and Sale Agreement between City of Wayne and STX Commodities, LLC**
15. Adjourn

**MINUTES  
CITY COUNCIL MEETING  
February 21, 2023**

The Wayne City Council met in regular session at City Hall on February 21, 2023, at 5:30 o'clock P.M.

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

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.

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

Councilmember Bratcher made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meeting of February 7, 2023, and to waive the reading thereof. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:** ALLO COMMUNICATIONS, RE, 500.00; AMERITAS, SE, 3248.72; AMERITAS, SE, 170.44; AMERITAS, SE, 35.00; AMERITAS, SE, 101.31; AMERITAS, SE, 72.00; APPEARA, SE, 39.16; APPEARA, SE, 135.24; BAKER & TAYLOR BOOKS, SU, 1021.52; BIG RIVERS ELECTRIC CORPORATION, SE, 152389.82; BLACK HILLS ENERGY, SE, 5813.25; BOK FINANCIAL, RE, 4566.25; BORDER STATES INDUSTRIES, SU, 6127.93; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 205.96; CITY EMPLOYEE, RE, 4189.94; CITY EMPLOYEE, RE, 1004.30; CITY EMPLOYEE, RE, 32.32; CITY EMPLOYEE, RE, 1657.10; CITY EMPLOYEE, RE, 1224.34; CITY OF NORFOLK, RE, 173.97; CITY OF WAYNE, RE, 1000,000.00; CITY OF WAYNE, PY, 99849.59; CITY OF WAYNE, RE, 635.18; COPY WRITE PUBLISHING, SU, 5.50; CORE & MAIN, SU, 5168.80; CROWNE PLAZA-KEARNEY, SE, 114.95; DAS STATE ACCTG-CENTRAL FINANCE, SE, 62.36; DEMCO, SU, 95.20; ELDERFEST-PMC, SE, 40.00; ELLIS HOME SERVICES, SE, 240.00; ENGINEERED CONTROLS, SU, 519.05; FAITH REGIONAL PHYSICIAN SERV, SE, 129.50; FASTWYRE BROADBAND, SE, 1486.26; FLOOR MAINTENANCE, SU, 631.93; FLOOR MAINTENANCE, SU, 82.55; GROSSENBURG IMPLEMENT, SU, 0.66; HAWKINS, SU, 700.86; HILAND DAIRY, SE, 180.84; HILAND DAIRY, SE, 166.83; ICMA, SE, 36.84; ICMA, SE, 181.73; ICMA, SE, 160.32; ICMA, SE, 366.72; ICMA, SE, 226.66; ICMA, SE, 9291.09; ICMA, SE, 1311.78; ICMA, SE, 123.92; ICMA, SE, 70.00; ICMA, SE, 137.38; ICMA, SE, 413.68; INGRAM LIBRARY SERVICES, SU, 871.83; IRS, TX, 16866.46; IRS, TX, 12188.07; IRS, TX, 3944.62; JACK'S UNIFORMS, SU, 96.90; JOHN'S WELDING AND TOOL, SU, 203.22; KELLY SUPPLY COMPANY, SU, 421.27; LAQUINTA INNS & SUITES, SE, 119.00; MAX R, SU, 4848.50; MIDWEST ALARM SERVICES, SE, 816.46; MUNICIPAL SUPPLY, SU, 1321.06; NDEE-FISCAL SERVICES, FE, 40.00; NE DEPT OF REVENUE, TX, 5535.95; NE ECONOMIC DEVELOPERS ASSN, FE, 150.00; NEBRASKA GENERATOR SERVICE, SE, 1419.23; NNEDD, SE, 37.50; NORTHEAST TIRE SERVICE, SE, 45.00; OLSSON, SE, 2300.00; OTTE CONSTRUCTION COMPANY, SE, 45777.00; OVERDRIVE, SU, 549.92; SEBADE HOUSING, RE, 8624.24; SEBADE HOUSING, RE, 4250.71; SKARSHAUG TESTING LAB, SE, 410.12; STAPLES, SU, 194.54; US BANK, SU, 7213.28; US FOODSERVICE, SU, 2375.25; USA BLUE BOOK, SU, 35.37; UTILITIES SECTION, FE, 245.00; WAYNE COMMUNITY SCHOOLS, RE, 4818.00; WAYNE COUNTY CLERK, SE, 292.00; WAYNE RENTALS, RE, 24732.65; WESCO, SU, 406.60; ALL-AMERICAN PUBLISHING, SE, 370.00; AMERICAN PUBLIC POWER ASSOCIATION, FE, 4546.04; ANDERSON, DEREK, SE, 150.00; BATTERY SOLUTIONS, SU, 204.00; BSN SPORTS, SU, 126.57; CITY OF WAYNE, RE, 300.00; CONSOLIDATED MANAGEMENT, SE, 27.00; ED M. FELD EQUIPMENT, SU, 1019.90; ELLIS HOME SERVICES, SE, 154.00; HILAND DAIRY, SE, 46.51; HOLIDAY INN OF KEARNEY, SE, 239.90; ISLAND SPRINKLER SUPPLY, SU, 161.39; JEO CONSULTING GROUP, SE, -12568.49; JEO CONSULTING GROUP, SE, 15408.98; KTCH, SE, 155.00; LIBERAL GASKET, SU, 126.73; MIDWEST SERVICE & SALES, SU, 1565.90; NERC, SE, 1047.74; O'REILLY AUTOMOTIVE STORES, SU, 135.69; PATEFIELD, DAVID, SE, 150.00; ROBERTS, NOAH, SE, 50.00; SPERRY, KYLE, SE, 50.00; STAPLES, SU, 67.27

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

Council President Brodersen proclaimed "March" as Problem Gambling Awareness Month.

Marcy Luth of AMGL presented the FY2021-22 Audit.

Ed Brogie was present requesting Council consideration to reducing his sewer bill/usage as a result of a water line/pipe break inside his property at 200 S. Main Street. After returning home from a trip on January 1<sup>st</sup>, he discovered a water line/pipe had broken from the extreme cold weather. The water filled the cellar and puddled in the garage area and then had to be pumped out to the street.

Casey Junck, Water/Wastewater Superintendent, advised that he was unable to find a floor drain on the premise, so the water clearly did not enter the sewer system.

Mr. Brogie is asking that the sewer usage be reduced to what it was the previous month – 0 gallons. He would still pay for the water usage, sewer service charge and tax.

Councilmember Bratcher made a motion, which was seconded by Council President Brodersen, approving the request of Ed Brogie to reduce/adjust his sewer bill/usage to zero gallons (-\$487.68 but still paying sewer service charge and tax) as a result of a water line/pipe break inside his property at 200 S. Main Street. Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

Luke Virgil, Director of Wayne Area Economic Development, was present representing the LB840 Revolving Loan Fund Review Committee. He stated this Committee met on February 15, 2023, to review the revolving loan fund application of Katelyn Broders, owner and operator of “I Wet My Plants” to the Wayne Economic Development Program for \$40,000 in LB840 funds. Ms. Broders intends to use said funds to purchase the property located at 221 Main Street and would reopen a floral and decor shop within the building. The Committee voted unanimously to recommend the following terms for a loan to Katelyn Broders:

1. Approval of the loan request for \$40,000;
2. A loan repayment period of 10 years; and
3. An interest rate to be set at one-half the rate set by the primary lender (Primary Lender Rate - SNB&T: 7.5%; WEDP Rate: 3.75%).

Finance Director Beth Porter advised the Council that there is \$453,000 in the LB840 Fund.

Katelyn Broders was present to answer questions.

Councilmember Karsky made a motion, which was seconded by Councilmember Bratcher, to approve the recommendation of the LB840 Revolving Loan Fund Review Committee for a \$40,000 revolving loan fund loan to Katelyn Broders, owner and operator of “I Wet My Plants” with the following conditions:

- A loan repayment period of 10 years; and
- An interest rate to be set at one-half the rate set by the primary lender (Primary Lender Rate - SNB&T: 7.5%; WEDP Rate: 3.75%).

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

Council President Brodersen declared the time was at hand for the public hearing to consider the Planning Commission’s recommendation regarding the Final Plat for “Ace Subdivision.” The applicant for the request is Northeast Nebraska Investors, LLC. The area is legally described as being “Part of Block 1, Wright’s Addition, and Lots 1, 2, and part of Lot 3, Block 1, Cecil Wriedt’s Second Addition of the City of Wayne, Wayne County, Nebraska.” The applicant would like to square up the land parcel.

Joel Hansen, Street and Planning Director, stated the Planning Commission held a public hearing on this matter on February 6, 2023, and approved the same, with the “Finding of Fact” being staff’s recommendation.

Chuck Rutenbeck, representing Northeast Nebraska Investors, LLC, was present to answer questions.

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

There being no further comments, Council President Brodersen closed the public hearing.

Councilmember Karsky introduced Resolution 2023-12, and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2023-12

A RESOLUTION APPROVING THE FINAL PLAT FOR “ACE SUBDIVISION,” CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

Administrator Blecke stated that after the last meeting, it was discovered that the wrong ordinance/draft was placed into the packet. This is the correct ordinance and the second reading should be approved as presented.

Councilmember Bratcher introduced Ordinance No. 2023-1, and moved for approval of the second reading thereof as presented; Councilmember Buck seconded.

#### ORDINANCE NO. 2023-1

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE III, ADMINISTRATION, CHAPTER 37 TAXATION, RELATING TO SALES AND USE TAX; EXTENDING THE IMPOSITION OF ONE AND ONE-HALF PERCENT SALES AND USE TAX UPON THE SAME TRANSACTIONS WITHIN THE CITY OF WAYNE UPON WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX; PROVIDING EFFECTIVE DATE; PROVIDING TERMINATION DATE; PROVIDING DEPOSIT IN THE GENERAL FUND AND THE ALLOCATION THEREOF.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried. The third and final reading will take place at the next meeting.

Councilmember Bratcher introduced Ordinance No. 2023-2, and moved for approval of the second reading thereof; Councilmember Buck seconded.

#### ORDINANCE NO. 2023-2

AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, AMENDING ITS ECONOMIC DEVELOPMENT PROGRAM TO DESCRIBE THE TERMS, CONDITIONS AND GOALS OF SAID ECONOMIC DEVELOPMENT PROGRAM; TO ESTABLISH THE DURATION OF SAID ECONOMIC DEVELOPMENT PROGRAM; TO PROVIDE FOR YEARS FOR COLLECTION OF FUNDS; TO PROVIDE FOR A SOURCE OF FUNDS; TO PROVIDE FOR A TOTAL AMOUNT TO BE COLLECTED; TO REPEAL CONFLICTING ORDINANCES AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried. The third and final reading will take place at the next meeting.

The following Resolution would approve Letter Agreement Amendment #2 with Olsson regarding the “Wayne Prairie Park Development Project.”

Matthew Smith, Engineer with Olsson, was present to explain the reason for Amendment #2. This amendment is adding construction services to their original Letter Agreement. This will include administration/ construction observation and then construction staking on a time-and-expense basis not to exceed \$45,000.

Councilmember Karsky introduced Resolution 2023-13, and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2023-13

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #2 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL CONSTRUCTION SERVICES ON THE “WAYNE PRAIRIE PARK DEVELOPMENT PROJECT.”

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

The following Resolution would approve Letter Agreement Amendment #3 with Olsson regarding the “Wayne Prairie Park Development Project.” These additional design services would be provided for a lump sum fee of \$64,450.

Matthew Smith, Engineer with Olsson, was present to explain the reason for Amendment #3. This is for design services to put in water and sanitary improvements, as well as an outfall structure which will require permitting, in the Prairie Park Development Project.

Councilmember Karsky introduced Resolution 2023-14, and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2023-14

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #3 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE “WAYNE PRAIRIE PARK DEVELOPMENT PROJECT” – WATER, SANITARY AND STORM OUTFALL DESIGN.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

Matthew Smith, Engineer with Olsson, advised the Council that four bids were received on February 16<sup>th</sup> for the “Wayne Prairie Park Development Project.” The bids appear to be competitive and near their estimate for the project. He has reviewed the same and is recommending that the project be awarded to the low bidder, Cooney Fertilizer, Walthill, NE, for \$1,229,205.20.

Council President Brodersen introduced Resolution 2023-15 and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2023-15

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “WAYNE PRAIRIE PARK DEVELOPMENT PROJECT” – COONEY FERTILIZER, WALTHILL, NE FOR \$1,229,205.20

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

Administrator Blecke advised the Council that three bids were received on February 16<sup>th</sup> for the “2023 Wayne Sanitary Sewer Service Improvement Project” – W. 3<sup>rd</sup> Street. Roger Protzman, representing JEO Consulting Group, Inc., has reviewed the same and is recommending that the project be awarded to the low bidder, Vrba Construction, Inc., of Schuyler, NE, for \$120,642.50.

Councilmember Bratcher introduced Resolution 2023-16, and moved for its approval; Councilmember Buck seconded.

#### RESOLUTION NO. 2023-16

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE “2023 WAYNE SANITARY SEWER SERVICE IMPROVEMENT PROJECT” – VRBA CONSTRUCTION, INC., SCHUYLER, NE - \$120,642.50.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

City Administrator Blecke solicited proposals from two firms for the “Police and Municipal Building Renovation Project” — Carlson West Povondra Architects and JEO Consulting Group, Inc. A

committee of 5 reviewed the proposals and are recommending that the firm of Carlson West Povondra Architects (fees are percentage based – 8% on renovations and 7% on new construction) be approved as the architect for the “Police and City Municipal Building Renovation Project.” JEO Consulting Group, Inc., had a fee of \$192,000, which did not include oversight or construction services estimated to be an additional \$40-50,000.

Councilmember Karsky introduced Resolution 2023-17, and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2023-17

A RESOLUTION APPOINTING CARLSON WEST POVONDRA ARCHITECTS AS THE SPECIAL ENGINEER TO BE USED FOR THE “POLICE AND CITY MUNICIPAL BUILDING RENOVATION PROJECT.”

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

The following Resolution would amend the wage and salary schedule to bring the same in line with the comparability study that has just been received from the League of Nebraska Municipalities. It also takes into account the increases in minimum wage that will be taking place over the next several years. The changes will allow employees who have been topped out for several years to receive a step increase instead of just the cost of living increase. The effective date presented is February 20<sup>th</sup>, which is the start of a payroll period. Some positions have been eliminated to clean up the schedule, and a Power Plant Mechanic/Operator II position has been added to the schedule. In the packet, Street Foreman was removed, but it has been added back in. Staff will likely change or rename that position to a “Street Maintenance Worker III” next year.

Councilmember Bratcher introduced Resolution 2023-18, and moved for its approval; Councilmember Webber seconded.

#### RESOLUTION NO. 2023-18

A RESOLUTION AMENDING WAGE AND SALARY SCHEDULE.

Council President Brodersen stated the motion, and the result of roll call being all Yeas, with the exception of Councilmember Eischeid who was absent, the Council President declared the motion carried.

There being no further business to come before the meeting, Council President Brodersen declared the meeting adjourned at 6:29 p.m.



Vendor	Payable Description	Payment Total
ACES	WIND ENERGY SERVICE AGREEMENT	1,093.66
ALL HOURS TOWING LLC	TOWING CHARGES	225.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	170.94
AMERITAS LIFE INSURANCE	AMERITAS ROTH	35.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	100.28
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,130.84
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	CAC MAT SERVICE	93.88
APPEARA	LINEN & MAT SERVICE	63.00
APWA	MEMBERSHIP RENEWAL	382.00
ARC-HEALTH & SAFETY	CPR TRAINING	1,080.00
ARKFELD LOCK & SECURITY	NEW LOCKS & KEYS	343.21
ASPEN EQUIPMENT CO.	CIGARETTE LIGHTER	70.61
BLUE CROSS BLUE SHIELD	HEALTH PREMIUMS	46,680.30
BOMGAARS	TOOLS/BATTERIES/FASTENERS/BALL VALVES	1,336.54
BURBACH, SCOTT	BUILDING PERMIT DEPOSIT REFUND	100.00
CAMPOS, ANNA	INTERPRETER	35.00
CARHART LUMBER COMPANY	JUNCTION BOX/BATTEN/BATTERIES	376.13
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	674.84
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	37.60
CITY EMPLOYEE	SAFETY BOOTS	165.84
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	942.22
CITY OF WAYNE	PAYROLL	107,684.17
CITY OF WAYNE	UTILITY REFUNDS	597.05
COLONIAL RESEARCH	ENZYME PACKETS FOR DRAINS	418.91
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	3,000.00
CONSOLIDATED MANAGEMENT CO	TRAINING CENTER MEALS	21.75
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DAVE'S DRY CLEANING	POLICE UNIFORM CLEANING	45.00
DEARBORN LIFE INSURANCE COMPANY	VFD INSURANCE	75.68
DIAMOND K CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	250.00
ECHO GROUP INC JESCO	CLAMP/PVC STRAP	86.01
ED M. FELD EQUIPMENT CO INC	AIR/AUTO EJECT FIRE EQUIPMENT	758.51
FIRST CONCORD GROUP LLC	FLEX FEES	4,284.64
FLOOR MAINTENANCE	TAKE OUT CONTAINERS/LIDS	496.22
GALE/CENGAGE LEARNING	BOOKS	122.80
HALLIDAY PRODUCTS, INC.	STEM COVER	859.05
HERMAN, KELBY	BUILDING PERMIT DEPOSIT REFUND	500.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	172.78
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	148.71
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	36.84
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA -ICMA	123.92

Vendor	Payable Description	Payment Total
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH IRA - ICMA	70.00
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	137.38
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	181.73
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	160.32
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ROTH ICMA	413.88
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	366.72
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	226.66
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	ICMA RETIREMENT	1,491.78
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,291.09
IOWA PUMP WORKS, INC.	LIFT STATION 7 PUMP REPLACEMENT	12,077.42
IRS	FICA WITHHOLDING	17,727.74
IRS	FEDERAL WITHHOLDING	11,636.46
IRS	MEDICARE WITHHOLDING	4,145.98
JEO CONSULTING GROUP	WHOLESALE POWER OPTIONS	9,300.00
JONES, MATT	SNOW REMOVAL	50.00
KAY PARK REC CORP	PICNIC TABLES	5,825.00
MARC JONES CONSTRUCTION	BUILDING PERMIT DEPOSIT REFUND	500.00
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
MARKWORTH, NATALI	INTERPRETER	72.29
MATTEO SAND AND GRAVEL CO., INC.	ROAD GRAVEL	491.64
MILLER LAW	ATTORNEY FEE	5,416.67
MUHS, JAMIE	CAC MEMBERSHIP OVERPAYMENT	35.00
MUNICIPAL SUPPLY INC	WATER METERS	4,879.10
NDEE-FISCAL SERVICES	POOL OP CERTIFICATE	40.00
NE DEPT OF REVENUE	STATE WITHHOLDING	5,337.11
NE LAW ENFORCEMENT	FIELD TRAINING-CONSOLI	485.00
NE LIBRARY COMMISSION	MEMBERSHIP DUES	750.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM TESTING	153.00
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES	7,892.56
NICK'S WOOD SHOP	70 % DOWN ON LIBRARY CABINETS	10,589.60
NORTHEAST NE ECONOMIC DEV DIST	21-HO-35041 DEC 22-JAN 23 SERVICES	1,676.24
NORTHEAST POWER	ELECTRICITY	5,462.00
NORTHEAST POWER	WHEELING CHARGES	18,978.90
NOVELTY MACHINE & SUPPLY	CHAIN	531.57
OPTK NETWORKS	POLICE ETHERNET SERVICES	408.54
O'REILLY AUTOMOTIVE STORES, INC.	BRAKE ROTOR	320.90
OVERHEAD DOOR	OVERHEAD DOOR SPRING REPAIR	1,085.95
PLAYAWAY PRODUCTS	BOOK	52.24
POSTMASTER	POSTAGE ON UTILITY BILLS	1,031.03
PREMIER BIOTECH, INC.	RANDOM TESTING	94.68
RESCO	BULBS	797.10
RETAIL RECLAIMERS LLC	BUILDING PERMIT DEPOSIT REFUND	500.00
SOOLAND BOBCAT	SKID SHOE	243.49
STAN HOUSTON EQUIPMENT CO	PERMA-PATCH PAVEMENT REPAIR	390.00
STATE FARM INSURANCE	SURETY BOND	563.00

<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
US BANK	DOG WASTE STATIONS/TABLES/SR MEAL SUPPLIES KEYFOBS/BOOKS/TECH SERVICES	19,053.62
UTILITY EQUIPMENT CO	FITTINGS	676.50
VIAERO WIRELESS	CELL PHONE	69.88
WAYNE AREA ECONOMIC DEVELOPMENT	MARCH 23 CONTRIBUTION	8,980.41
WESCO DISTRIBUTION INC	SOCKET TESTER	770.40
WISNER WEST	FD GASOLINE	185.51
	<b>Grand Total:</b>	<b>349,311.24</b>

# Wayne Public Library

## 2021-2022 YEAR IN REVIEW



134%  
**30,243**  
 Library Visits



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2%  
**1,875**  
 Patron Cards  
\*269 accounts added, 348 accounts weeded



47%  
**18,452**  
 Adult Checkouts



**8,918**  
 Adult Downloaded Checkouts  
 9%



**92,001**  
 Library Items  
\*This includes electronic materials  
 9%

- THE LIBRARY RECEIVED SUPPORT FROM:
- WPL Foundation
    - Large-Print Books
    - Playaway Audio Books
    - Staff Recognition
  - Community Chest
    - Books for Babies and Books Before Challenges
  - Ameritas
    - Santa at the Library
  - Hasemann Funeral Home
    - Easter Egg Hunt
  - Community Businesses for SRP
  - Private Donations

<b>33,491</b> On Shelf Items	10%
<b>23,174</b> Online Audiobooks	15%
<b>35,336</b> Ebooks	10%
<b>3</b> Databases	

**109**  
 Materials loaned to other libraries  
 10%

**14,604**  
 Electronic Items Borrowed  
\*ebook/audio, borrowed by other Nebraskan patrons  
 35%



**24,681**  
 Youth Checkouts  
 64%

**2,739**  
 Computer Lab Uses  
 12%



**1,768**  
 Youth Downloaded Checkouts  
 25%

The fiscal year of 2021-2022 began with a focus on returning to new normal day-to-day functions following the pandemic. Library staff focused on returning patrons to the physical building for items, information, technology, and programs. Due to these focused recovery efforts, the library saw an increase of 134% in visitors to the building compared to the 2020-21 fiscal year. However, the number of visiting patrons is still a 40% decrease from the year before the pandemic. Circulation saw a 49% increase in comparison to 2020-21, but it is down 9% from the year before the pandemic. The library is pleased with this steady growth despite the numbers still down compared to the years before the pandemic. We will continue to push efforts to receive more patrons through our doors with continued advertisement, new and additional technology and educational entertainment items, a relevant collection, and consistent programming efforts.

With the recovery efforts post-pandemic, the library took this opportunity to try out new in-house programming, continue with the availability of take and make programming due to popularity, and revamp the adult year-long reading challenge.

Some of the new programming attempted included:

- Local Author Talks and Readings: Four authors visited WPL in 2022 to promote and discuss their latest work. These authors included Daniel Van Deest, Tammy Marshall, Lin Brummels, and Cleopatra Margot. All were satisfied with their turnout and felt their programs positively impacted themselves and the community. All were hoping to gain some traction with in-person readings after being unable to travel during the pandemic, and we were happy to promote their work and offer our space to do so.
- New Adult Book Club (reading materials marketed towards the 20-year-olds): In addition to the Traditional Book Club, the library added the New Adult Book Club to get a younger audience involved in discussing literature. The new club came about due to the Traditional Book Club consisting of older adults with specific literature tastes. Both book clubs had consistent check out of material throughout the year, but we are continuing to evolve our book club options, attempting more patron participation.
- Mario Kart Day: In celebration of National Video Game Day in September, we were inspired by another library to try out our version of a Life-Sized Mario Kart program. A temporary Mario Kart track was built in the back of the library, and patrons were invited to race each other on said track via hopper balls with handles. A staff member dressed as Mario and ran said program. This event was well received and will be attempted outdoors in the future.
- Formal computer classes in Excel & Canva: In August 2022, patrons were offered Excel and Canva workshops. Both were well-received by the city and patrons, specifically Excel. This solidified the need for more technology programming. We will continue to offer and develop these kinds of programs.
- Teen Anti-Valentine's Day: A Teen Anti-Valentine's day party was offered in February of 2022, inspired by the offerings of another library online. Teens were invited to participate in chocolate tasting, chocolate sculpting, and other activities related to the holiday. We have seen a need for more programming aimed towards this demographic and were pleased with the response to and attendance of this specific program, enough to offer it again the following year.

- Take and make and in-house programs with a bent towards recycling/sustainability: In an attempt to keep programming free and accessible to patrons, most of these programs were focused on recycling old materials into new craft projects. These programs included: monster dolls for Halloween (recycled dolls made into creepy creations), recycled book crafts, recycled planters (planters made out of old coffee pots, jars, etc.), a pollination program in conjunction with Nebraska Public Media, VHS tape light craft, back-to-school crafting, a nature scavenger hunt, and a revamp of our "Junk in the Trunk" program to "Thrift and Gifts. " Most materials for these programs were gained from donations or using up excess materials around the library. We specifically saw great success with any take-and-make programming offered.

Our Open House and Chamber Coffee in September was a unique program hosted last fiscal year to celebrate the 25th building anniversary. Photos and ephemera were pulled from this period to reminisce on, and we partnered with the community senior center, which shares the other half of the building with us, to celebrate the space and those involved in making Robert B. & Mary Y. Benthack Library & Senior Center a reality.

The revamp of the adult year-long reading challenge was well-received by patrons and saw success. The theme of this challenge was the 2022 Adult Year Long American Road Trip Challenge. Patrons were invited to sign up and take a reading road trip with us. Patrons could earn grand prize tickets by reading books set in, about, or by an author from each of the 50 states. Patrons could earn bonus tickets by reading books taking place outside of the US. Patrons were given booklets and a map of the US to help track their reading road trip. Lists were put together to help suggest books available in our physical collection involving the theme. Overall, we had 62 register, 38 participate to read 863 books, and 10 patrons completed the challenge by reading something from each state. We had patrons asking to do the challenge theme again next year, saying it pushed them to read books they may not have discovered prior. Due to its popularity, we plan to recycle this adult challenge theme.

In 2022, the library explored more opportunities to develop outreach programming to rebuild our patron population. In addition to Youth Services Librarian Kim visiting area daycare/preschools once a month for story times, the library also held special story times at the county fair, offered a program in cooperation with the Public Health Department, had a Juneteenth program, and hosted a program from WSC Theater Class. In addition, the library hosted an ESL adult class to introduce and share library resources, such as the computer lab, bilingual materials, and Pronunciator.

The library was fortunate to receive ample community support following the pandemic. Our summer reading program had extensive support from local entities, being entirely funded by donations, and many other library needs and programs were funded through local support. Hasemann Funeral home sponsored our annual Easter Egg Hunt, Ameritas sponsored our Santa at the Library event, and Friends of the Library sponsored our Teen Anti-Valentine's Day program. An organization called Community Chest and a private donator aided us in funding our continual youth reading challenges. A private donor helped us begin the 300 Books before Junior High challenge. We now offer youth reading challenges during every developmental stage: 0-19 years old.

We were proud to see the Friends of the Library group saw growth and reform in the past year, hosting a MOM Prom fundraiser to bring attention to and raise money for the addition project (a project to expand storage space and create an outdoor programming space at the library, hopefully within the next fiscal year due to city project delays). Another success of the Friends in this time frame was aiding in forming the "Garden Gnomes," a group who took over maintaining the floral landscaping around the building following the leave of long-time volunteer Char R.

Some other library offerings that started during the pandemic and continue to be offered are an after-hours material pick-up option and auto-renewal of items (which has led to a significant drop in overdues). With after-hours material pick-up, patrons can reserve titles over the phone with us, reserve an outdoor locker, and pick up said items at their convenience, confidentially in the lockers outside the building. They are given a temporary locker code over the phone to use for that specific transaction. During the height of the pandemic, we extended our auto-renewal of items to deal with the quarantine methods for our materials. We noticed a positive change in overdue materials this way and have continued with the extension. Prior to the pandemic, we were contacting over 400 patrons a year about overdues, and this year had half that number to contact.

The library continues to have a strong staff team, even with an unusually high turnover this year, with three library assistants leaving. The staff that replaced those that left have adapted to the library easily and have been willing to participate in and help develop programming and promote the library. At the end of 2021, Adult Services and Marketing Librarian Sharon moved to full-time, allowing more effort to expand access and improve our website and social media presence. The website has been cleaned up and simplified, with more straightforward navigation developed for those viewing the site on mobile. Google forms were added to the site for patrons to have the ability to request ILL and other services virtually. Social media has continued to grow, as it has continually been streamlined and monitored to peak followers' interest on Instagram and Facebook. We also began to develop a TikTok account and have plans to continue expanding this platform with engaging content.

The pandemic created opportunities for virtual national conferences that the library took advantage of by attending ARSL & PLA. We gained insight into programming and other library topics we may not have if these virtual options were unavailable. We also attended the NLC conference virtually and in person in October 2021. The return of a partially in-person meeting was an excellent way to reconnect with our local library community.

The library received funding from the Youth Excellence Grant, which was used to expand the "toy" collection. This collection focuses on STEM and play and is available for all ages to use in-library. We also received a Wayne Legacy Fund donation to expand the learning tablet collection by ten, with levels for older youth now available. Another significant collection update was moving the Nebraska section into the regular collection with red N stickers to see if that would improve circulation, especially for the fiction items. It has been a success, with several authors being read from the section for the first time in years. We have continued to keep up to date on weeding the collection, allowing for room for more new and relevant materials. We have been steadily weeding out inactive patron accounts as well to represent better the population using the library.

A few other notable projects added during the last fiscal year were:

- Free period products are now offered in women's restroom: staff & patrons were invited to donate supplies or cash in response to a conference that shared the statistics of need in this area. We have seen positive reactions to this decision, from those donating and the heavy use of supplies. We are considering having other hygiene products available as well.
- We began to develop tough-topics posters to be displayed around the library: These posters are being created to direct patrons to topics they may feel uncomfortable approaching a librarian about.
- Updated new patron packets: We updated the format and content of our new patron packets to be more user-friendly and modern. We also added a new patron packet designed explicitly for youth, addressing more youth materials and programming and the various youth rules and policies.
- Adding more bilingual options: Patron registration forms are bilingual now, and some of the material in the new patron packets is also bilingual. We want to continue making our materials bilingual, and are searching for resources to make this a reality.

Overall, the past fiscal year has shown great growth and success for WPL. We are excited about our future and will continue to develop our advertisement and social efforts, add new and additional technology and educational entertainment items, keep our collection relevant, and continue consistent programming efforts.

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## Betty McGuire - [External] Power Drive Rally- Street Closure - City Council Approval

---

**From:** Tony Cantrell <ancantr1@waynebluedevils.org>  
**To:** Betty McGuire <betty@cityofwayne.org>  
**Date:** 2/27/2023 11:28 AM  
**Subject:** [External] Power Drive Rally- Street Closure - City Council Approval  
**Attachments:** IMAGE.jpeg

---

Hello,

We are making plans to host another Power Drive rally this spring. Can I get placed on the agenda for an upcoming city council meeting to discuss the closure of east 10th street, portable restrooms and street sweeping?

Details:

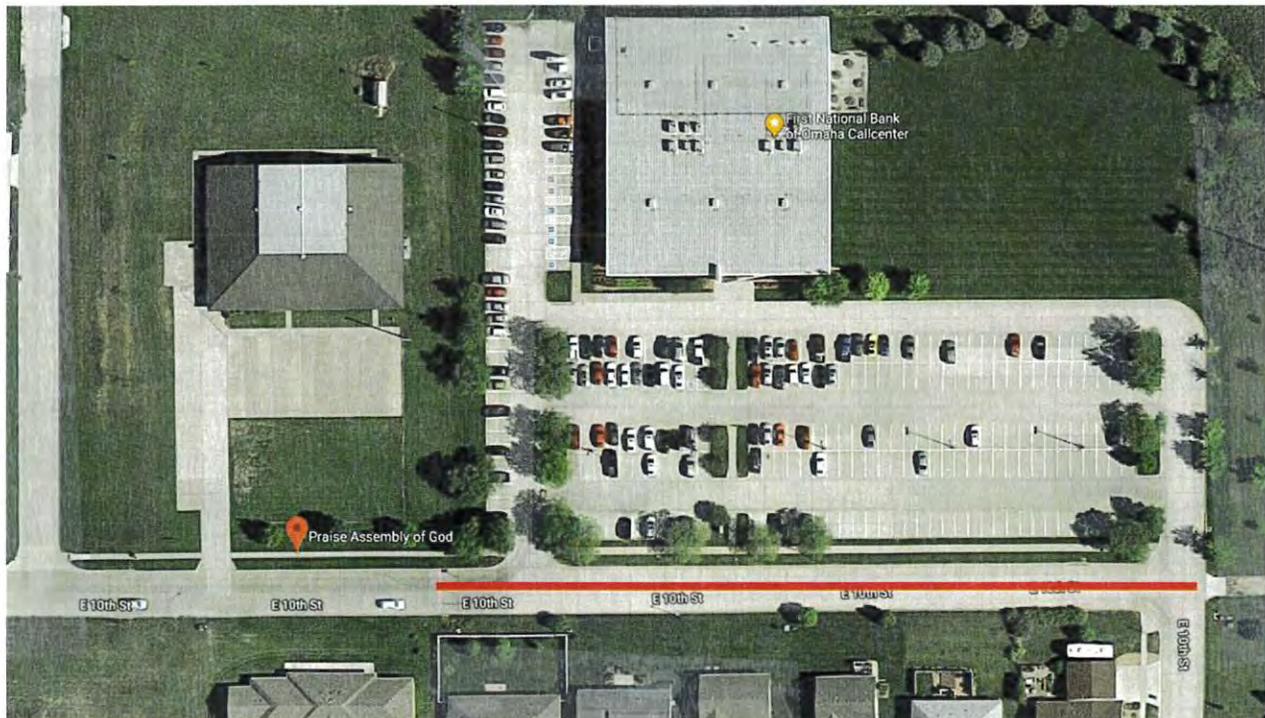
Who: EVERON (Electric Vehicle Energy Research of Nebraska) and Tony Cantrell,

What: 2023 Power Drive State Championship

When: **May 6th, 2023 7:00am - 5:00pm**

We are requesting: Street closure of East 10th street 200' East of Angel Avenue to Hillside Drive (red line on attached picture), portable restrooms, and street sweeping for this event. This is the same request as previous years.

We will obtain liability insurance for the event.



NEBRASKA LIQUOR CONTROL COMMISSION  
PHONE (402) 471-2571  
Website [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval - no exceptions  
Late applications are non-refundable and will be rejected

Wayne Municipal Airport Authority

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

2304 E. Highway 35 - Wayne, NE 68787

Retail Liquor License Address or Non-Profit Business Address

Retail License Number or Non-Profit Federal ID #

<u>Consecutive Dates only</u>	5/25/2023	5/26/2023	5/27/2023	5/28/2023		
Event Date(s):						
Event Start Time(s):	12:00pm	10:00am	10:00am	10:00am		
Event End Time(s):	2:00am	2:00am	2:00am	2:00am		

Alternate Date: \_\_\_\_\_

Alternate Location Building & Address: \_\_\_\_\_

Event Building Name: Wayne Municipal Airport

Event Street Address/City: 2304 E. Highway 35

Indoor area to be licensed in length & width: \_\_\_\_\_ X \_\_\_\_\_

Outdoor area to be licensed in length & width: 1500 X 1500 (Diagram Form #109 must be attached)

Type of Event: Airshow Estimate # of attendees: 500

Type of alcohol to be served: Beer  Wine  Distilled Spirits   
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Andrea Henderson Event Contact Phone Number: 402-369-4112

Event Contact Email: andreazara1@gmail.com

\*Signature Authorized Representative: \_\_\_\_\_ Printed Name \_\_\_\_\_

*I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License*

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

Local Governing Body completes below:

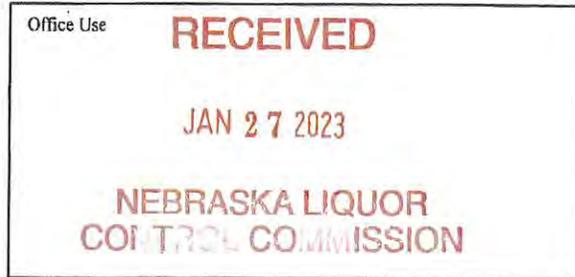
The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

**MANAGER APPLICATION  
INSERT - FORM 3c**

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



**MUST BE:**

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

---

Corporation/LLC information

Name of Corporation/LLC: CASEY'S RETAL COMPANY

---

Premise information

Liquor License Number: 122367 Class Type D (if new application leave blank)

Premise Trade Name/DBA: CASEYS 2738

Premise Street Address: 407 E 7TH ST

City: WAYNE ✓ County: WAYNE Zip Code: 68787-2216

Premise Phone Number: (402) 833-0990

Premise Email address: LICENSINGTEAM@CASEYS.COM

---

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

*Douglas M. Beech*

FOR CASEY'S RETAIL COMPANY,  
BY DOUGLAS M. BEECH,  
ASSISTANT SECRETARY

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

(Faxed signatures are acceptable)

**Manager's information must be completed below PLEASE PRINT CLEARLY**

Last Name: SIECK *spouse* First Name: CHRISTOPHER MI: C

Home Address: 14002 PARKER ST

City: OMAHA County: DOUGLAS Zip Code: 68154 *3007*

Home Phone Number: 515-601-7303

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

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

Email address: CHRIS.SIECK@CASEYS.COM

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

YES  NO

**Spouse's information**

Spouses Last Name: SIECK First Name: KELLY MI: A

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

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

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
OMAHA, NE	2016	2022			
DUBUQUE, IA	2014	2016			
OMAHA, NE	2001	2014			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2021	2023	CASEY'S	DAVE JOHNSON	605-370-4654
2004	2021	DOLLAR GENERAL	ERIC ANGLADE	480-450-2781

**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
CHRISTOPHER SIECK	09/2021	OMAHA, NE	FOLLOWING TO CLOSELY	FINE AND DRIVING COURSE

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):

N/A

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. *OK*

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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
CHRISTOPHER SIECK	05/19/2022	SERVSAFE ALCOHOL

\*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

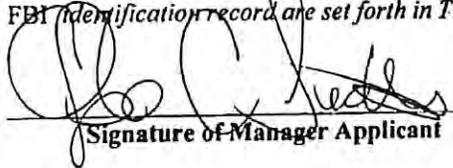
**PERSONAL OATH AND CONSENT OF INVESTIGATION**

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

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

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

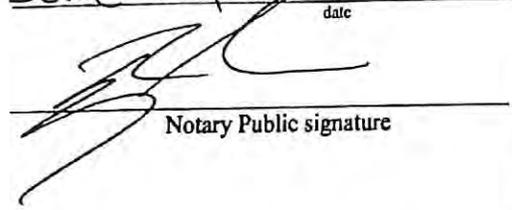
**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction,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

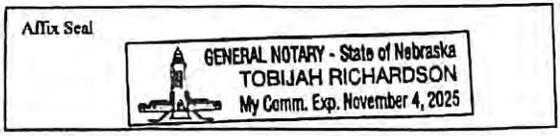
  
Signature of Manager Applicant

  
Signature of Spouse

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Douglas The foregoing instrument was acknowledged before me this  
June 3, 2022 by Tobijah Richardson  
date NAME OF PERSON BEING ACKNOWLEDGED

  
Notary Public signature



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

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

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

Office Use Only  
**RECEIVED**  
JAN 27 2023  
Date Stamp HERE ONLY LCC  
Do not stamp any of the following pages

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

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

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

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

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Christopher C Sieck

Date of Birth: \_\_\_\_\_ Last 4 SSN: \_\_\_\_\_

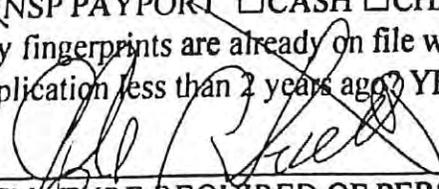
Date fingerprints were taken: 06/03/2022

Location where fingerprints were taken: 4411 S 108th St. Omaha NE 68127

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

This is your new permanent **POLLING PLACE INFORMATION / ACKNOWLEDGEMENT OF REGISTRATION CARD**. This card replaces any previous card you may have received. Please discard any old cards to avoid confusion. Please review your name, address, and political party listed below. If you find errors, please contact us immediately. Remember to re-register every time you move, change your name, or change parties.

You do not need to present this card in order to vote; however, it will help ensure you are voting at your correct location and in the correct precinct. If you have any questions, please contact us at (402) 444-VOTE (8683). You may also visit the Election Commission website at [www.votedouglascounty.com](http://www.votedouglascounty.com).

VOTER INFORMATION	
<b>Name:</b> Christopher C Sieck	
<b>Address:</b> 14002 Parker St Omaha NE 68154	2627655
<b>REMEMBER: If you move, you must re-register.</b>	
<b>Polling Place:</b> Ezra Millard Elementary School Gymnasium 14111 Blondo Street Omaha, NE 68164 All Voters Use Main Entrance	<b>Party:</b> D <b>Ward:</b> 07 <b>Precinct:</b> 29 <b>Ballot Type:</b> 01 <b>Date Issued:</b> 7-22-2022

DISTRICT INFORMATION					
U.S. House of Rep	2	Legislature	04	Mayor	Omaha
City Council	7	Bd of Regents	8	State Bd of Ed	8
NRD	4	MUD	TBD	Metro CC	3
OPPD	1	ESU	3-2	Learning Community	4
Public Svc Comm	2	Supreme Court	2	County Comm	4
Appeals Court	2	School District	Millard #17		

★ POLLS ARE OPEN ON ELECTION DAY FROM 8:00 A.M. TO 8:00 P.M. ★

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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

Office Use  
**RECEIVED**  
JAN 27 2023  
NEBRASKA LIQUOR CONTROL COMMISSION

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

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

Kelly A Sieck  
Signature of **NON-PARTICIPATING SPOUSE**  
Kelly A Sieck  
Print Name

Christopher C Sieck  
Signature of **APPLICANT**  
Christopher C Sieck  
Print Name

State of Nebraska, County of Douglas

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me  
this June 3, 2022 (date)

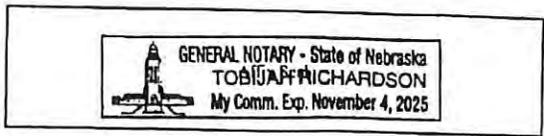
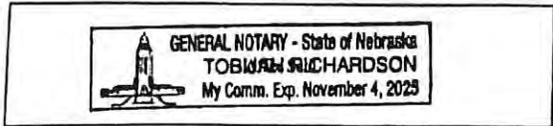
The foregoing instrument was acknowledged before me  
this June 3, 2022 (date)

by Tobiah Richardson  
Name of person acknowledged  
(Individual signing document)

by Tobiah Richardson  
Name of person acknowledged  
(Individual signing document)

[Signature]  
Notary Public Signature

[Signature]  
Notary Public Signature



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

# 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.

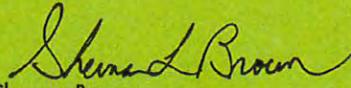
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

  
ID # 21797809  
CARD # 22141166  
**ServSafe Alcohol® CERTIFICATE**

CHRISTOPHER SIECK

NAME

5/19/2022

DATE OF EXAMINATION

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



**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 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.

In Alaska you must laminate your card for it to be valid.

NATIONAL  
RESTAURANT  
ASSOCIATION

233 South Wacker Drive  
Suite 3600  
Chicago, IL 60606-6383  
1.800.SERVSAFE  
312.715.1010 In the Chicago area  
[ServSafe.com](http://ServSafe.com)

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**RESOLUTION NO. 2023-19**

**A RESOLUTION APPROVING COMMUNITY-WIDE BLANKET CONSTRUCTION PERMIT AGREEMENT BETWEEN THE CITY OF WAYNE AND BLACK HILLS NEBRASKA GAS, LLC D/B/A BLACK HILLS ENERGY.**

WHEREAS, the City of Wayne, Nebraska, including the Wayne City Council, is desirous of entering into a "Community-Wide Blanket Construction Permit Agreement" with Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy to provide for the timely and efficient construction, installation, operation, maintenance, and expansion of natural gas facilities throughout the entire corporate limits of Wayne, Nebraska; and

WHEREAS, the recommendation is to approve said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Community-Wide Blanket Construction Permit Agreement" between the City of Wayne and Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy, which is attached hereto, be accepted as recommended, and the Mayor and/or his designee is authorized and directed to execute said agreement on behalf of the City.

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

THE CITY OF WAYNE, NEBRASKA

By: \_\_\_\_\_  
Matt Eischeid, Mayor Pro Tempore

ATTEST:

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

## **COMMUNITY-WIDE BLANKET CONSTRUCTION PERMIT AGREEMENT**

This Agreement is entered into between Black Hills Nebraska Gas, LLC d/b/a Black Hills Energy (“Black Hills Energy”), and the City of Wayne, Nebraska (City).

WHEREAS, the City has passed and adopted a natural gas franchise ordinance permitting Black Hills Energy, among other things, the right to construct, install, occupy, operate, maintain, and expand its natural gas facilities in the City right-of-way and other public places within the City; and

WHEREAS, Black Hills Energy will continue to construct, install, operate, maintain, and expand its facilities throughout the corporate limits of the City of Wayne, Nebraska; and

WHEREAS, Black Hills Energy desires a blanket permit to construct, install, operate, maintain, and expand its natural gas facilities throughout the City; and

WHEREAS, the blanket permit would allow Black Hills Energy to commence construction, installation, operation, maintenance, or expansion of its natural gas facilities without the obligation of filing for individual and separate permits or other permissions with the City as those permits would be allowed under the blanket permit pursuant to the Community-Wide Construction Permit Agreement; and

WHEREAS, the City and Black Hills Energy desire to enter into an agreement that provides for the timely and efficient construction, installation, operation, maintenance, and expansion of natural gas facilities throughout the entire corporate limits of City; and

WHEREAS, the City desires to inspect the permitted projects to assure any construction complies with City Code and permit standards.

NOW, THEREFORE, BE IT RESOLVED that Black Hills Energy and the City mutually agree as follows:

1. Black Hills Energy shall be permitted to construct, install, operate, maintain, and expand its natural gas distribution facilities across all the City under a blanket construction and digging permit. The blanket permit grants Black Hills Energy the right to commence underground and aerial construction in City’s Right-of-Way and Utility Easements:
2. Black Hills Energy shall pay to City permit fees in the amount of \$1,000 per area C for work in 2023;
3. Black Hills Energy shall abide by all state “one-call” laws;
4. Black Hills Energy agrees potholing of existing utilities will be performed by hand digging or using a hydro-vac in situations where hand-digging is not practical;
5. All soils removed by Black Hills Energy as part of excavation will be stored on tarps and reused, in an effort to return the site to its original condition;
6. Black Hills Energy shall remove gravel prior to any alley excavation. Gravel shall be stored and reused post-excavation, in an effort to return the alley to its original condition;

7. Prior to construction, installation, or expansion of Black Hills Energy facilities, Black Hills Energy or its contractor will conduct a pre-construction field briefing within the grid. City's inspector is invited to attend the meeting to provide feedback prior to construction;
8. At the completion of each grid, Black Hills Energy and City will complete a final inspection and annotate any discrepancies that the contractor must repair;
9. The permit shall be satisfied when both Black Hills Energy and City are satisfied with repairs;
10. If a discrepancy is found after the final inspection (such as a bad coupler preventing cable pulling), Black Hills Energy will direct the contractor to repair the discrepancy at Black Hills Energy's expense;
11. All restoration will be completed to Black Hills Energy's standards, as well as the City's standards;
12. City inspectors shall be permitted to spot check any subcontractor, at any time, with or without notice, and to provide oversight and feedback;
13. All the terms and conditions herein contained are contingent upon the signing of this Agreement; and
14. The term of this Agreement shall commence upon approval of the City and shall continue from year to year. The Agreement may be terminated at any time after one-hundred and eighty (180) days written notice by either the City or by Black Hills Energy upon written notice to terminate.

IN WITNESS WHEREOF, the parties to this Community-Wide Blanket Construction Permit Agreement have affixed their signatures on the date specified below.

**CITY OF WAYNE, NEBRASKA**  
**A municipal corporation**

By: \_\_\_\_\_  
 Matt Eischeid, Mayor Pro Tempore

ATTEST:

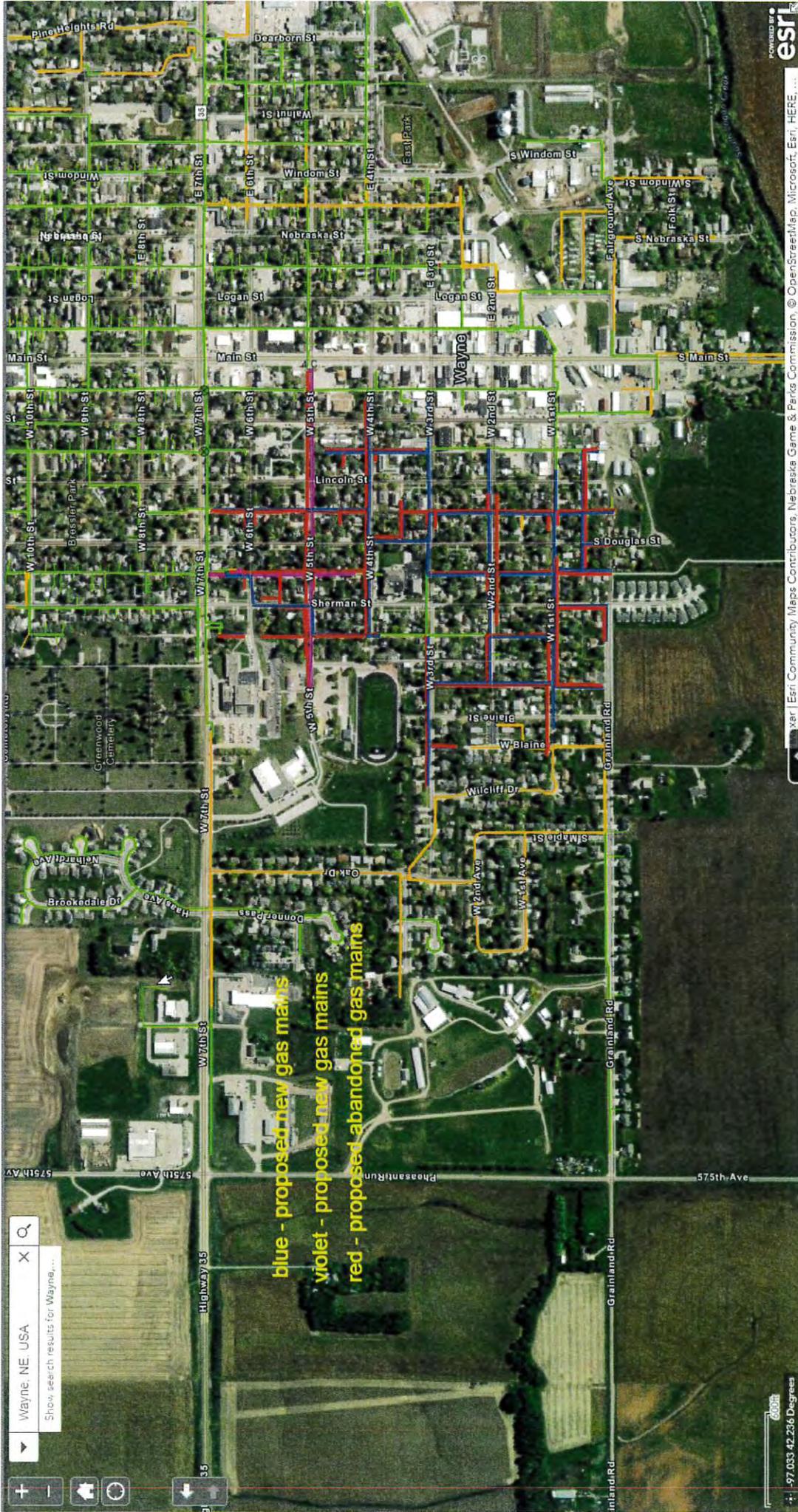
By: \_\_\_\_\_  
 Betty A. McGuire, City Clerk

Date: \_\_\_\_\_

**BLACK HILLS NEBRASKA GAS, LLC**  
**D/B/A BLACK HILLS ENERGY**

By: \_\_\_\_\_  
 Kevin Jarosz, Vice President, Operations

Date: \_\_\_\_\_



Wayne, NE, USA X Q  
Show search results for Wayne,...

blue - proposed new gas mains  
violet - proposed new gas mains  
red - proposed abandoned gas mains



0 200ft  
42.236 Degrees

POWERED BY  
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**ORDINANCE NO. 2023-1**

**AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE III, ADMINISTRATION, CHAPTER 37 TAXATION, RELATING TO SALES AND USE TAX; EXTENDING THE IMPOSITION OF ONE AND ONE-HALF PERCENT SALES AND USE TAX UPON THE SAME TRANSACTIONS WITHIN THE CITY OF WAYNE UPON WHICH THE STATE OF NEBRASKA IS AUTHORIZED TO IMPOSE A TAX; PROVIDING EFFECTIVE DATE; PROVIDING TERMINATION DATE; PROVIDING DEPOSIT IN THE GENERAL FUND AND THE ALLOCATION THEREOF.**

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

Section 1. That Chapter 2, Article VI, Sections 2-602 through 2-605 of the Municipal Code of Wayne, Nebraska, are hereby amended as follows:

37.01 Sale and Use Tax. The City of Wayne, Nebraska, shall impose a sales and use tax at the rate of 1.5% upon the same transactions within the City of Wayne, Nebraska, on which the State of Nebraska is authorized to impose a tax. (Neb. Rev. Stat. 77-27,142).

37.02 Deposit, General Fund. The proceeds of the sales and use tax levy by the City of Wayne, shall be deposited in the general fund of the City of Wayne. (Neb. Rev. Stat. 77-27,146).

37.03 Allocation of Sales and Use Tax. Revenue derived from the sales and use tax of the City of Wayne, Nebraska, deposited in the general fund of the City of Wayne, Nebraska, shall be divided as follows:

(a) for the first 1.0%:

(1) until July 1, 2024, three-fifths of one percent (0.6%) for general capital improvements over \$5,000.00 initial cost and having a useful life expectancy of more than seven years (such as fire trucks, swimming pool); two-fifths of one percent (0.4%) to fund economic activities under the Wayne Economic Development Program as described in its adopted Wayne Economic Development Plan; and

(2) from and after July 1, 2024, eighty-five hundredths of one percent (0.85%) for general capital expenditures to include, but not limited to, property development, infrastructure, fire, police, and street improvements, and fifteen hundredths of one percent (0.15%) to fund economic activities under the Wayne Economic Development Program as described in its adopted Wayne Economic Development Plan;

(b) for the last 0.5%:

(1) until all of the indebtedness evidenced by bonds of the City approved by the voters of the City of Wayne, Nebraska on November 4, 2014 (including refunding bonds issued to refund such indebtedness) are no longer outstanding and unpaid, for the purpose of paying the principal and interest of the City of Wayne, Nebraska bonds approved by the voters on November 4, 2014, in the principal amount not to exceed \$2,900,000.00 and paying costs related to such

purpose; and  
(2) from and after such date, for parks and recreation purposes for the City.

37.04 Termination Date. The first 1.5% City of Wayne, Nebraska Sales and Use Tax, shall terminate on June 30, 2039.

Section 2. Any and all provisions of the Wayne Municipal Code in conflict with this ordinance are hereby repealed.

Section 3. This Ordinance shall be in full force and effect after the passage, approval, and publication as provided by law.

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

THE CITY OF WAYNE, NEBRASKA,

By: \_\_\_\_\_  
Matt Eischeid, Mayor Pro Tempore

ATTEST:

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

**ORDINANCE NO. 2023-2**

**AN ORDINANCE OF THE CITY OF WAYNE, NEBRASKA, AMENDING ITS ECONOMIC DEVELOPMENT PROGRAM TO DESCRIBE THE TERMS, CONDITIONS AND GOALS OF SAID ECONOMIC DEVELOPMENT PROGRAM; TO ESTABLISH THE DURATION OF SAID ECONOMIC DEVELOPMENT PROGRAM; TO PROVIDE FOR YEARS FOR COLLECTION OF FUNDS; TO PROVIDE FOR A SOURCE OF FUNDS; TO PROVIDE FOR A TOTAL AMOUNT TO BE COLLECTED; TO REPEAL CONFLICTING ORDINANCES AND TO PROVIDE FOR AN EFFECTIVE DATE OF THIS ORDINANCE.**

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

Section 1. That Title III, Chapter 38, Economic Development Program of the Wayne Municipal Code be added/amended to read as follows:

CITIZENS ADVISORY REVIEW COMMITTEE

- (A) There is hereby created a Citizens Advisory Review Committee. The Mayor shall appoint seven registered voters of the City of Wayne to the Committee, subject to approval by the City Council. At least one member of the Committee shall have expertise or experience in the field of business finance or accounting. The Mayor shall appoint an ex officio member of the committee with responsibility for assisting the committee and providing it with necessary information and advice on the Economic Development Plan. The Wayne Economic Development Corporation shall have the responsibility for the administration of the economic development program.
- (B) No member of the Citizens Advisory Review Committee shall be an elected or appointed city official, an employee of the city, a participant in a decision-making position regarding the expenditure of program funds, or an official or employee of any qualifying business receiving financial assistance under the economic development program or of any financial institution participating directly in the economic development program. The term for each citizen shall be three years commencing on the 1<sup>st</sup> of July for each term, except that three members of the first Citizens Advisory Review Committee shall serve for a term of one year and three members of the first Citizens Advisory Review Committee shall serve a term of two years. All citizen members shall hold office until their successors are appointed. All citizen members' vacancies occurring otherwise than through the expiration of their term shall be filled for the unexpired portion of their term by the Mayor, by and with the approval and majority vote of the City Council.
- (C) The members of the Citizens Advisory Review Committee shall serve without compensation. The Committee shall organize at its first meeting and elect from its membership a Chairperson and Secretary. It shall be the duty of the Secretary to keep complete and accurate minutes of all meetings, showing the vote of each member upon each question, or, if absent or failed to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be public record. A majority of the Committee shall constitute a quorum for the purpose of doing business, and the Committee shall adopt rules in accordance with the direction of the governing body.

- (D) Said Citizens Advisory Review Committee shall conduct regular meetings to review the functioning and progress of the economic development program and to advise the governing body of the City of Wayne with regard to the program. At least once in every six-month period after the effective date of the ordinance, the Committee shall report to the governing body on its findings and provide suggestions at a public hearing called for that purpose.
- (E) The members of the Citizens Advisory Review Committee, in their capacity as members and consistent with their responsibilities as members, may be permitted access to business information received by the City in the course of its administration of the economic development program, which information would otherwise be confidential (a) under section 34-712.05, R.R. S. Neb. 1943, as amended, (b) by agreement with a qualifying business participating in the economic development program, or (c) under any ordinance of the City of Wayne providing access to such records to members of the Committee and guaranteeing the confidentiality of the business information received by reason of its administration of the economic development program.

Section 2. ECONOMIC DEVELOPMENT PLAN: That pursuant to the approval of the electors of the City of Wayne at a primary election held May 10, 2022, there is hereby adopted pursuant to provisions Sec. 18-2701 to 18-2738 R.R.S. Neb. 1943, as amended, known as the Local Option Municipal Economic Development Act as said Statutes of the State of Nebraska, as the same may be from time to time amended, the following economic development plan:

Description of Economic Development Program:

- (1) Goals and Eligible Activities of The Economic Development Program. The goals of the Economic Development Program are to create jobs/generate employment opportunities; to expand labor markets, to expand retail opportunities, and to increase households in the City of Wayne in Wayne County; to attract new capital investment to the community and establish stability and vitality for the community of Wayne in the surrounding area.  
Eligible activities under the economic development program may include, but shall not be limited to, the following:
  - a. The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements.
  - b. Payments may be made 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.
  - c. Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in or loan guarantees for a qualifying business.
  - d. The authority to issue bonds pursuant to the act subject to City Council approval.
  - e. Grants or agreements for job training.
  - f. Small business and microenterprise development including expansion of existing businesses.
  - g. Interest buy-down agreements or loan guarantees.
  - h. Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.
  - i. Development of housing related programs to foster population growth.
  - j. Activities to revitalize and encourage growth in the downtown area.
  - k. 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.
- (2) Length of Time of the Program. The Economic Development Program shall continue to operate from and after July 1, 2024, until June 30, 2039, an additional fifteen-year period.
- (3) The Years the Funds Shall be Collected. Collection of funds for the Program shall be on all taxable

sales continuing from the 1<sup>st</sup> day of July, 2024, and shall end on the 30<sup>th</sup> day of June, 2039 (fifteen years).

- (4) Source from Which Funds Shall Be Collected. The source of public funds for the Economic Development Program to be collected shall be fifteen percent (15%) of the proposed one percent (1%) city sales and use tax.
- (5) Amount to Be Collected. The total amount to be collected from the city sales and use tax is estimated to be \$2,250,000.00 over the fifteen-year period, or approximately \$150,000.00 annually for each fiscal year in which the tax is in place or such greater amount, subject only to statutory limitations, as may be generated.
- (6) Additional Funds from Private Sources. Additional funds from private sources may be sought beyond those derived by public sources of revenue.
- (7) Issuance of Bonds. The City proposes to issue bonds pursuant to the Local Option Municipal Development Act to provide funds to carry out the Economic Development Program.

Section 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

THE CITY OF WAYNE, NEBRASKA

By: \_\_\_\_\_  
Matt Eischeid, Mayor Pro Tempore

ATTEST:

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



APPLICATION FOR PAYMENT

TO (OWNER): City of Wayne  
306 Pearl Street  
Wayne, Nebraska 68787

PROJECT: Freedom Park Trailhead Project

FROM (CONTRACTOR): OCC Builders, LLC.  
521 South Centennial Road  
Wayne, Nebraska 68787

CONTRACTORS PROJECT NO.: 22-11  
PERIOD THROUGH: February 28, 2023  
APPLICATION DATE: February 28, 2023  
APPLICATION NO.: 6

Application is made for Payment, as shown below, in connection with the Contract. Cost Breakdown is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>372,310</u>
2. NET CHANGE BY CHANGE ORDERS (see attached)	\$	<u>0</u>
3. CONTRACT SUM TO DATE (Line 1 +/- Line 2)	\$	<u>372,310</u>
4. WORK COMPLETED & STORED TO DATE (see attachment) TOTAL WORK COMPLETED & STORED (Column G on Cost Breakdown Sheet)	\$	<u>150,763</u>
5. RETAINAGE:		
a. 10% of Completed Work (Columns D-E on Cost Breakdown Sheet)	\$	<u>15,077</u>
b. 10% of Stored Material (Column F on Cost Breakdown Sheet)	\$	<u>0</u>
TOTAL RETAINAGE (Total in Column I on Cost Breakdown Sheet)	\$	<u>15,077</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$	<u>135,686</u>
7. LESS PREVIOUS APPLICATIONS FOR PAYMENT	\$	<u>116,120</u>
8. CURRENT PAYMENT DUE	\$	<u>19,566</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	<u>236,624</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. Application for Payment is to be received by the Architect no later than the last day of the month, and the Owner shall make payment to the Contractor no later than the last day of the following month.

CONTRACTOR: OCC Builders LLC.

By: [Signature]

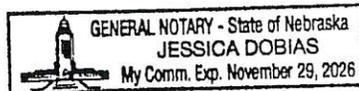
Date: 3/2/2023

State of: Nebraska Nebraska  
County of: Wayne Wayne

Subscribed and sworn to before me this 2<sup>nd</sup> day of February

Notary Public:  
My Commission expires:

[Signature: Jessica Dobias]



In accordance with the Contract and this Application for Payment, the Contractor is entitled to payment in the amount shown below.

AMOUNT CERTIFIED \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# COST BREAKDOWN SHEET

City of Wayne - Freedom Park Trailhead



CONTRACTORS PROJECT NO.:  
 PERIOD THROUGH:  
 APPLICATION DATE:  
 APPLICATION NO.:

22-11  
 February 28, 2023  
 February 28, 2023  
 6

APPLICATION AND CERTIFICATED FOR PAYMENT - Contractor's signed Certification is attached.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION	FROM THIS PERIOD					
	General Conditions (Bonds, Trash, Supervision, Cleaning, Etc.)	23,200	13,215	1,600	0	14,815	8,385	1,482	
	Demolition	9,610	6,920	2,210	0	9,130	480	913	
	Interior Concrete Floor & Sealer	17,580	16,900	0	0	16,900	680	1,680	
	Masonry	12,830	8,030	0	0	8,030	4,800	803	
	HM Frames/Doors, Wood Doors, & Hardware	13,780	7,200	0	0	7,200	6,580	720	
	Aluminum Entries & Windows	32,820	28,680	2,840	0	31,520	1,300	3,152	
	Interior Framing & Insulation Board	12,290	11,060	980	0	12,040	250	1,204	
	Roof Framing & Sheathing	24,900	17,785	3,120	0	20,905	3,995	2,081	
	Canopy Framing & Support	24,100	0	7,120	0	7,120	16,980	712	
	Asphalt Shingles	12,170	0	0	0	0	12,170	0	
	Aluminum Soffit & Gutters	8,950	0	3,870	0	3,870	5,080	387	
	Canopy Wood Soffit	7,020	0	0	0	0	7,020	0	
	Drywall	14,160	0	0	0	0	14,160	0	
	Painting, Staining, & Joint Sealants	16,335	0	0	0	0	16,335	0	
	Cabinetry, Countertops, & Window Sills	14,550	0	0	0	0	14,550	0	
	Vinyl Base	1,850	0	0	0	0	1,850	0	
	Toilet Accessories	995	0	0	0	0	995	0	
	Plumbing, Fixtures, & Site Utilities	27,960	6,823	0	0	6,823	21,137	682	
	HVAC & Floor Heat	41,700	7,840	0	0	7,840	33,860	784	
	Electrical	13,680	0	0	0	0	13,680	0	
	Site Paving	41,830	4,570	0	0	4,570	37,260	457	
	<b>SUB-TOTAL</b>	<b>372,310</b>	<b>129,023</b>	<b>21,740</b>	<b>0</b>	<b>150,763</b>	<b>221,547</b>	<b>15,077</b>	
	<b>CHANGE ORDERS</b>								
	<b>SUB-TOTAL CHANGE ORDERS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
	<b>TOTALS</b>	<b>372,310</b>	<b>129,023</b>	<b>21,740</b>	<b>0</b>	<b>150,763</b>	<b>221,547</b>	<b>15,077</b>	

[Back to Top](#)

**RESOLUTION NO. 2023-20**

**A RESOLUTION APPROVING RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF WAYNE AND STX COMMODITIES, LLC.**

WHEREAS, the City of Wayne wishes to enter into a “Renewable Energy Certificate Purchase and Sale Agreement” with STX Commodities, LLC; and

WHEREAS, pursuant to said agreement, STX Commodities, LLC, wishes to purchase from the City of Wayne, and the City of Wayne wishes to sell to STX Commodities, LLC, all or a portion of the renewable energy certificates as described in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Wayne, Nebraska, that the City shall enter into the “Renewable Energy Certificate Purchase and Sale Agreement,” a copy of which is attached hereto and incorporated herein by reference, with STX Commodities, LLC, and that the Mayor and/or his designee is hereby authorized to execute said Agreement on behalf of the City of Wayne.

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

THE CITY OF WAYNE, NEBRASKA,

By \_\_\_\_\_  
Matt Eischeid, Mayor Pro Tempore

ATTEST:

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

**RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the City of Wayne, Nebraska, (hereinafter referred to as "Seller") and STX Commodities, LLC., (hereinafter referred to as "Buyer").

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Article 6: Termination.....  
Article 7: Indemnification and Limitation of Liability.....  
Article 8: Relationship of the Parties.....  
Article 9: Taxes.....  
Article 10: Notices.....  
Article 11: Miscellaneous.....  
Exhibit A: REC Product Description.....

**RECITALS**

Whereas, Seller has the rights to certain Renewable Energy Certificates (RECs) as further described in this Agreement and associated with certain electric generating projects that generate electricity using renewable resources ("Projects") as further described in Exhibit A hereto;

Whereas, Seller wishes to sell to Buyer, and Buyer wishes to purchase, all or a portion of the RECs described in this Agreement; and

NOW, THEREFORE, in consideration of the above recitals and the mutual promises of the Parties set forth below, the Parties hereto and intending to be legally bound hereby, agree as follows:

**Article 1: Term of Agreement.**

The term of this Agreement shall commence on the date that it is fully executed by Buyer and Seller ("**Effective Date**") and shall remain in effect until the satisfaction by Buyer and Seller of their respective obligations pursuant to this Agreement.

**Article 2: Definitions.**

As used in this Agreement, the following terms have the respective meanings set forth below. Other capitalized terms are defined elsewhere in this Agreement.

**"Agreement"** means this Renewable Energy Certificate Purchase and Sale Agreement, including all exhibits and annexes attached hereto, which are hereby incorporated as part of this Agreement and any other documents incorporated by reference herein.

**"Applicable Program"** means a renewable portfolio standards program that provides a process for recognizing, tracking, trading and/or transferring RECs, to the extent applicable under this Agreement. For purposes of this Agreement, the Applicable Program shall mean the Green-e Energy Program administered by the Center for

Resource Solutions (“CRS”).

**“Environmental Attributes”** means any credits, benefits, emissions reductions, environmental air quality credits, and emissions reduction credits, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance deemed to be harmful to the environment, including greenhouse gas, and attributable to the generation of electricity from identified renewable resources, whether any of the foregoing arises pursuant to existing or future energy generation disclosure and tracking laws and regulations, or any existing or future certification, certification program, trading market or exchange, but specifically excluding state and federal production tax credits, investment tax credits, incentives or grants and any other tax credits, incentives or grants applicable to the Project(s).

**“Party”** or **“Parties”** means Buyer and Seller, individually or collectively, as applicable.

**“Projects”** has the meaning in the first recital hereof.

**“Renewable Energy Certificate”** or **“REC”** means all rights, title and interest in and to the Environmental Attributes associated with the generation of one megawatt-hour “MWh” (equivalent to 1000 kilowatt-hours) of electric energy from renewable resources, including the REC Reporting Rights. Where referring to RECs sold under this Agreement, the term “RECs” shall mean the RECs described in Exhibit A that have an approved tracking attestation on file with CRS.

**“REC Reporting Rights”** means the right to report to any agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992, ownership of the Environmental Attributes associated with the REC.

**“Vintage”** means the period in which the REC is created or is first valid for use under the Applicable Program, as further described in Exhibit A.

### **Article 3: Sale and Transfer.**

(a) Purchase and Sale. Seller agrees to sell and deliver, and Buyer agrees to purchase, RECs generated by the Project(s) at the price per REC (in US dollars per MWh) stated in Exhibit A, in the quantities specified therein, for the Vintage or reporting year stated therein. [ACES Comment: This is an appropriate update. Recommend accepting]

(b) Delivery, Transfer. Within five (5) business days of the execution of this Agreement, Seller shall affect delivery of the RECs specified in Section 3(a) to Buyer through a transfer of the RECs to Buyer in accordance with the Applicable Program using the North American Renewables Registry (“NAR”), whereupon Seller's right, title to and interest in such RECs shall be vested in Buyer.

(c) Limited Warranty. Seller hereby represents and warrants to Buyer that at the time of the execution of this Agreement and subsequently upon delivery and transfer of the RECs to Buyer, (i) Seller has good title to the RECs free and clear of any liens or other encumbrances or title defects known to Seller, and (ii) all RECs sold hereunder will be recognized and valid under the Applicable Program for the applicable Vintage or reporting year. THE FOREGOING REPRESENTATION AND WARRANTY IS EXCLUSIVE, AND SELLER MAKES NO OTHER WRITTEN OR ORAL REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RECS TRANSFERRED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. Seller makes no written or oral representation or warranty, either express or implied, regarding the current or future value or recognition of any Environmental Attributes or their characterization or treatment under any renewable energy portfolio standard or registration or trading program

respecting attributes associated with renewable energy resources, whether pursuant to applicable law or otherwise, except as expressly provided herein. **[ACES Comment: This is an appropriate update. Recommend accepting]**

(d) Cooperation: Restricted Actions. Seller and Buyer shall cooperate fully to comply with any and all regulatory obligations relating to delivery and transfer to Buyer of the RECs including with respect to the recordation and prompt completion of such transfer, as required by the Applicable Program. Upon a notification pursuant to the Applicable Program from the administrator thereof that the transfer of the RECs contemplated by this Agreement will not be recorded due to deficiency in the delivery or documentation, the Parties shall promptly confer and cooperate in taking all reasonable actions necessary to cure any defects in the proposed transfer, so that the transfer can be recorded as soon as practicable. Neither Party shall take, nor be required to take, any action in connection with the sale and transfer of RECs that would cause a violation of applicable law or that contravenes any applicable standards of the Applicable Program.

#### **Article 4: Billing and Payment.**

Buyer shall make payment in full within five (5) business days of Delivery for the total quantity of RECs in Exhibit A at the unit price specified therein. Payment shall be made in immediately available funds by wire transfer to the account specified in Seller's invoice at a US bank. Any overdue payments shall accrue interest at the rate of prime plus two percent (2%) until paid. **[ACES Comment: To Credit. Do you have any thoughts on whether this should be pushed back on being deleted?]** **[ACES Credit: Defer to City of Wayne, but I do not see the 3% difference as a material issue based on the dollar amount of the transaction.]** **[Per ACES Credit comment, recommend accepting.]**

Invoices to Buyer shall be emailed to: [backoffice.nyc@stxgroup.com](mailto:backoffice.nyc@stxgroup.com) **[ACES Comment: STX is updating Invoices email. Recommend accepting.]**

#### **Article 5: Events of Default; Remedies.**

(a) Event of Default. "Event of Default" shall mean, with respect to a Party (the "Affected Party"):

(i) the failure by the Affected Party to make, when due, any payment required under this Agreement or to deliver, when due, the total Quantity of RECs to be delivered, if such failure is not remedied within five (5) business days after written notice of such failure is given to the Affected Party; **[ACES Comment: STX is specifically listing the failure of a party to deliver the RECs with the similar failure to make payment event of default. In the BREC's standard language, this would be covered by the failure to perform any covenant or agreement event of default below in part (iii), also with a five business day cure period. Since the cure periods are the same, this does not change BREC's normal intent. Recommend accepting.]**

(ii) any representation or warranty made by the Affected Party in this Agreement shall prove to have been false or misleading in any material respect when made and such Party does not cure the underlying facts so as to make such representation and warranty correct and not misleading within five (5) business days of written notice from the other Party;

(iii) the failure by the Affected Party to perform any covenant or agreement set forth in this Agreement other than the failure to make any payment required under this Agreement, and such failure is not cured within five (5) business days after written notice thereof to the Affected Party; or

- (iv) the Affected Party shall:
  - (a) make an assignment or any general arrangement for the benefit of creditors,
  - (b) file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or have such petition filed against it and such proceeding remains stayed for thirty (30) days,
  - (c) otherwise become bankrupt or insolvent (however evidenced), or
  - (d) be unable to pay its debts as they fall due.

(b) Remedies. If an Event of Default occurs with respect to either Party at any time during the term of this Agreement, the non-defaulting Party may, at its option, (i) terminate this Agreement pursuant to Article 6, (ii) obtain damages from the defaulting Party (including in the case of a Buyer Event of Default, the amounts due but unpaid by Buyer, and in the case of a Seller Event of Default, any payments made by Buyer for which Seller is obligated to but has failed to deliver RECs to Buyer), subject to Section 5(c) below, (iii) withhold any payments due in respect of this Agreement to the extent of its damages pursuant to clause (ii), or (iv) exercise such other remedies as may be available at law or in equity or as otherwise provided in this Agreement. Each Party shall use commercially reasonable efforts to mitigate any damages it may incur under this Agreement as a result of an Event of Default.

(c) Liability Upon Termination.

(i) Buyer's Liability Upon Termination. If an Event of Default occurs with respect to Buyer, and Seller elects to terminate this Agreement, then notwithstanding termination hereof, Buyer shall be obligated to pay Seller termination damages equal to the sum of (i) the amount due and payable by Buyer for any RECs delivered by Seller to Buyer, if any, plus (ii) the positive difference, if any, of (a) the aggregate amount payable under this Agreement for the RECs remaining to be delivered by Seller under this Agreement, plus Seller's costs incurred as the direct result of Buyer's breach, reduced by (b) the aggregate amount payable for the same number of RECs at the Deemed Market Price (as defined below), calculated as of the date of termination. The Deemed Market Price shall be determined based upon the average of prices for RECs having the same or equivalent characteristics to the RECs described in this Agreement quoted by three independent third party brokerage services reasonably selected by Seller. [**ACES Comment:** STX is removing the option of the Seller to pick either two or three quotes, and making it a set three instead. Pending no objection from BREC, recommend accepting.]

(ii) Seller's Liability Upon Termination. In the event Seller causes or suffers an Event of Default and Buyer elects to terminate this Agreement or receive damages, then notwithstanding termination hereof, Seller shall be obligated to pay Buyer termination damages equal to the positive difference, if any, of (i) of the aggregate amount payable for the number of RECs remaining to be delivered by Seller under this Agreement, based on the Deemed Market Price (as defined below), plus Buyer's costs incurred as a direct result of Seller's breach, reduced by (ii) the aggregate amount Buyer would have had to pay Seller under the Agreement for the same number of RECs, calculated as of the date of termination. The Deemed Market Price shall be determined based upon the average of prices for RECs having the same or equivalent characteristics to the RECs described in this Agreement quoted by three independent third party brokerage services reasonably selected by Buyer. [**ACES Comment:** STX is removing the option of the Buyer to pick

either two or three quotes, and making it a set three instead. Pending no objection from BREC, recommend accepting.]

(d) Setoff. If the Agreement is terminated, the non-defaulting Party may, at its election, set off any or all amounts that the defaulting Party owes to it under this Agreement against any or all amounts which it owes to the defaulting Party under this Agreement.

(e) Payment of Damages. Any termination damages due hereunder shall be paid by the close of business within five (5) business days following the defaulting Party's receipt of the non-defaulting Party's written termination notice setting forth the termination payment due.

(f) **No Penalty; Limitation of Liability.** THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED, SUCH REMEDY OR MEASURE SHALL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE SOLE AND EXCLUSIVE REMEDY. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE DEEMED LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### **Article 6: Termination.**

If an Event of Default occurs with respect to either Party at any time during the term of this Agreement, the non-defaulting Party has the right, but not the obligation to terminate this agreement upon five (5) business days' written notice to the Affected Party. Upon the occurrence of any Event of Default listed in clause (iv) of the definition of "Event of Default" above as it may apply to any Party, the non-defaulting Party shall have the right to terminate this Agreement immediately. Termination notwithstanding, any remedies owed under this Agreement shall remain in effect and shall be immediately due and payable.

#### **Article 7: Indemnification and Limitation of Liability.**

(a) Indemnification. Each Party, to the extent permitted by law, shall indemnify, defend and hold harmless the other Party, its affiliated companies, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law of the indemnifying Party, its employees, agents, subcontractors, or assigns in the performance of services under the Agreement. In the event the Parties are jointly at fault, each Party shall indemnify the other in proportion to its relative fault. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines, and penalties arising out of actual or alleged (a) injury to or death of any person, including employees of Buyer or Seller, (b) loss of or damage to property, including property of Buyer or Seller, or (c) breach of contract.

(b) Limitation of Liability. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY

**REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** [ACES Comment: Recommend pushing back and explaining to STX that we include this language to make it clear all reps and warranties related to the Environmental Attributes are already expressly provided herein and we do not agree to make additional reps outside of this agreement.]

**Article 8: Relationship of the Parties.**

The relationship of the Parties under this Agreement is that of independent contractors. This Agreement is not intended to create and shall not be deemed to create a partnership, joint venture or any other form of joint enterprise between the Parties. Each Party shall be solely responsible for bearing its own costs associated with the transactions in this Agreement.

**Article 9: Taxes.**

Seller will be responsible for any taxes imposed on the creation, ownership or transfer of RECs under this Agreement up to and including the time and place of delivery. Buyer will be responsible for any taxes imposed on the receipt or ownership of RECs at or after the time and place of delivery.

**Article 10: Notices.**

All notices, demands, requests, certificates or other communications required or permitted under this Agreement shall be in writing and shall be delivered by hand, or sent by overnight express mail or nationally recognized overnight courier service, certified or registered United States mail (postage prepaid, return receipt requested), addressed as follows: [ACES Comment: STX is proposing removing fax as a notice delivery option. Recommend accepting.]

If to Seller:

City of Wayne  
Attn: Wes Blecke  
City Administrator  
306 Pearl Street  
Wayne NE 68787  
Phone: 402 375-1733  
Email: wblecke@cityofwayne.org

If to Buyer:

STX Commodities, LLC  
Attn: Shane Mulqueen  
11 Times Square, 31<sup>st</sup> Floor  
New York, NY 10036  
Phone: 212-597-9437  
Email: Shane.mulqueen@stxgroup.com

or to such other person at such other address as a Party may designate by like notice to the other Party. Unless otherwise provided herein, all notices hereunder shall be deemed to have been given when personally delivered, or three (3) business days after deposit in the mail [ACES Comment: STX is proposing removing fax as a notice delivery option. Recommend accepting.]

**Article 11: Miscellaneous.**

(a) Representations and Warranties. Each Party represents and warrants to the other Party

that (i) it is duly organized or registered, as applicable, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) it has all authorizations, licenses and consents necessary for it to legally perform its obligations under this Agreement; (iii) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iv) this Agreement and every other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (v) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt; (vi) there is not pending nor, to its knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; (vii) no Event of Default, or any event that with the passage of time would constitute an Event of Default, with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement. Seller represents and warrants to Buyer that (i) Seller has good and marketable title to such RECs; (ii) all right, title and interest in and to such RECs are free and clear of any liens, taxes, claims, security interests or other encumbrances; and (iii) each REC meets the specifications set forth in this Agreement. **[ACES Comment:** The representations above are true statements and is similar to what Seller is already representing in Section 3(c) above. Recommend accepting.]

(b) **Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.**

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, whether oral or written, of the Parties.

(d) **Amendments.** Except to the extent herein provided, no amendment, supplement, modification, termination or waiver of this Agreement shall be enforceable unless executed in writing by the Party to be bound thereby.

(e) **Assignment.** This Agreement is binding on any successors and assigns of the Parties. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. **[ACES Comment:** Recommend to ask why STX removed the language above.]

(f) **Non-Waiver; No Partnership or Third Party Beneficiaries.** No waiver by any Party of any of its rights with respect to the other Party or with respect to this Agreement or any matter or default arising in connection with this Agreement, shall be construed as a waiver of any other right, matter or default. Any waiver shall be in writing signed by the waiving Party. Neither Party shall be deemed to be the employee, agent or contractor of any other Party under or in connection with this Agreement nor shall this Agreement be deemed to create a joint venture or partnership between the Parties. This Agreement is made and entered into for the sole benefit of the Parties, and their permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement.

(g) **Confidential Information.** It may be necessary for each Party to provide the other Party information necessary to permit performance of their respective obligations hereunder. The Parties agree that all information including cost estimates, financial and other information provided by the other Party, which is clearly marked as being confidential information, will be held in strict confidence, and upon the expiration or earlier termination of this Agreement, the Parties and their

respective officers, employees, agents, advisors, members and representatives will continue to hold such information in confidence. The Parties' obligation to treat such information confidential shall terminate at the expiration of two (2) years from the termination of this Agreement. Nothing in this Agreement shall limit either Party's use or disclosure of information which: (i) is now generally known or available on an unrestricted basis to the public or becomes so known or available on an unrestricted basis through no fault of the receiving Party; (ii) is already in the receiving Party's possession without restriction as to its use or disclosure prior to its receipt from the disclosing Party; (iii) is acquired by the receiving Party on an unrestricted basis from any third party, provided that the receiving party does not know or have reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by the disclosing Party, that such information was acquired under an obligation of confidentiality; or (iv) information that was developed by or for the receiving Party independently of and without reference to the information of the disclosing Party. [ACES Comment: STX is correcting a grammatical error. Recommend accepting.]

(h) Severability. In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

[signature page follows]

IN WITNESS WHEREOF, each of the Parties hereto acknowledges that it has read the terms and conditions contained herein, understands and agrees to the same and agrees to be bound thereby and has caused this Agreement to be executed in duplicate originals by its duly authorized representative on the respective dates entered below.

City of Wayne, NE  
("SELLER")

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By:  
(Signature)

Matt Eischeid, Mayor Pro Tempore  
(Name typed or printed)

March 7, 2023  
Date:

STX Commodities, LLC  
("BUYER")

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By:  
(Signature)

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(Name typed or printed)

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Date:

**Exhibit A**  
**REC Product Description**

**Delivery and Quantity**

<b>Delivery Date</b>	<b>Quantity (MWh)</b>	<b>Price (\$/MWh)</b>	<b>Vintage</b>	<b>Resource</b>	<b>Project</b>
Per Section 3(b)	6,304	\$2.20	FH 22	NE Sited Wind	Seller's choice of CRS listed facilities
Per Section 3(b)	2,295	\$2.80	BH 22	NE Sited Wind	Seller's choice of CRS listed facilities