

**Amended: 12/4/23**

**AGENDA  
CITY COUNCIL MEETING  
COUNCIL CHAMBERS – CITY HALL  
306 PEARL STREET  
December 5, 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. [Announcement – Wayne County Flood Study Public Open House – Wednesday, December 6<sup>th</sup>, 5:30 p.m. – 7:30 p.m., Wayne City Auditorium](#)
4. [Approval of Minutes – November 21, 2023](#)
5. [Approval of Claims](#)
6. [Action on Application and Certificate of Payment No. 1 from Otte Construction Company, LLC, in the amount of \\$99,791.00 for the "Wayne City Hall and Police Relocation Project" - Carlson West Povondra Architects](#)
7. [Action on the recommendation of the LB840 Revolving Loan Fund Review Committee on the revolving loan fund application to Wayne's Economic Development Program by Webber Hospitality, LLC, d/b/a Geno's Steakhouse & Lounge \(\\$200,000\) — Luke Virgil, Economic Development Director](#)

**Background:** The City of Wayne LB840 Revolving Loan Fund Review Committee met on November 20, 2023, and reviewed a revolving loan fund application to Wayne's Economic Development Program (WEDP) by Webber Hospitality, LLC, d/b/a "Geno's Steakhouse & Lounge." Steve & Brittany Webber have purchased Geno's Steakhouse & Lounge and plan to continue operating it as a restaurant. Webber Hospitality, LLC will utilize the WEDP Funds to purchase equipment for the restaurant and renovate the property at 121 W 1st Street. To match their request of \$200,000 from the WEDP, Webber Hospitality, LLC, has secured financing for \$320,000 via a traditional lender (State Nebraska Bank & Trust), is pursuing \$20,000 via the WAED RLF Program, and has provided matching funds of \$100,000 (personal equity). The total business purchase and expansion project is estimated to cost at least \$640,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to Webber Hospitality, LLC:

- Approval of the loan request for \$200,000;
- 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, Wayne, NE: 7.25%; WEDP Rate: 3.625%)

8. Action to appoint Joel Hansen, Class A License number S-1155, as the City Street Superintendent for calendar year 2024, January 1 thru December 31, 2024, for the purpose of the 2024 calendar year Highway Incentive payment, to be issued to the city, by the Nebraska Department of Transportation, in February 2025
9. [Resolution 2023-82: Authorizing the signing of the Year-End Certification of City Street Superintendent Form — 2023](#)

**Background:** These new requirements are the basis for determining the City’s calendar year 2023 incentive funds. This Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2023.

10. [Resolution 2023-83: Appointing JEO Consulting Group, Inc., as the special engineer to be used on various City of Wayne projects in 2024](#)
11. [Resolution 2023-84: Authorizing membership in the League Insurance Government Health Team \(LIGHT\)](#)

**Background:** For the 2024 plan year, we will still be with BC/BS of Nebraska, but with a different plan. We will be joining the League Insurance Government Health Team a/k/a “LIGHT.” The deductibles will remain the same - \$6,750 single/\$13,500 family. In addition, the premiums will decrease slightly from last year. The only change with this plan is that the enrollment period for is from 7/1 to 6/30 each year. Therefore, we may see some changes to the premiums at that time. This change will put us in a larger pool of employees, so hopefully the premium changes are minimal.

**This is the recommendation of staff and Gary Boehle, our health insurance representative.**

**To become a member of LIGHT, we must pass this resolution, which include two agreements attached thereto.**

12. Appointments:
  - Betty McGuire, City Clerk
  - Beth Porter, Finance Director
  - Joel Hansen, Street and Planning Director
  - Marlen Chinn, Police Chief
  - Lowell Heggemeyer, Park and Recreation Director
  - Diane Bertrand, Senior Citizens Coordinator
  - Heather Headley, Library Director
  - Jeff Triggs, Electric Production Superintendent
  - Casey Junck, Water/Wastewater Superintendent
  - Luke Virgil, Economic Development Director
13. Evaluation of City Attorney Amy Miller
14. Adjourn

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

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

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

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

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

The following claims were presented to Council for their approval:

**VARIOUS FUNDS:**

ACE HARDWARE & HOME, SU, 523.70; AERZEN USA CORPORATION, SE, 6786.60; APPEARA, SE, 209.98; ARNIE'S FORD, SE, 2695.91; BIG RIVERS ELECTRIC CORPORATION, SE, 147743.88;

BLACK HILLS ENERGY, SE, 671.19; BORDER STATES INDUSTRIES, SU, 5735.63; CHEMQUEST, SE, 695.00; CITY EMPLOYEE, RE, 20.00; CITY EMPLOYEE, RE, 46.28; CITY OF NORFOLK, RE, 1500.00; CITY OF WAYNE, RE, 521.82; COPY WRITE PUBLISHING, SE, 193.77; COTTONWOOD WIND PROJECT, SE, 22582.94; DAS STATE ACCTG-CENTRAL FINANCE, SE, 69.73; DEERE & COMPANY, SU, 19021.28; ED M. FELD EQUIPMENT, SU, 21.00; ELECTRONIC ENGINEERING, SE, 1519.25; FAIRFIELD INN – KEARNEY, SE, 1214.55; FIRE CATT, SE, 5221.20; FIRST SOURCE TITLE & ESCROW, SE, 50000.00; FLOOR MAINTENANCE, SU, 754.24; GEMPLER'S, SU, 170.65; GERHOLD CONCRETE, SU, 3532.06; GROSSENBURG IMPLEMENT, SU, 9.28; HILAND DAIRY, SE, 317.41; INGRAM LIBRARY SERVICES, SU, 702.24; IOWA PUMP WORKS, SE, 38615.96; J. F. AHERN CO, SE, 1373.00; JOHN'S WELDING AND TOOL, SE, 6950.90; KEPKO ENGRAVING, SU, 22.40; MACQUEEN EQUIPMENT, SE, 1217.34; MIDWEST ALARM SERVICES, SE, 784.29; MIDWEST LABORATORIES, SE, 854.07; OCAMPO, KIM, RE, 20.00; OCLC, SU, 368.66; ORIENTAL TRADING CO, SU, 49.80; OVERDRIVE, SU, 1277.46; PADILLA, LUCY, RE, 50.00; PLUMBING & ELECTRIC SERVICE, SE, 2500.00; PLUNKETT'S PEST CONTROL, SE, 37.92; QUADIENT FINANCE, SU, 1000.00; RUNZA RESTAURANT, RE, 500.00; SCHMALE, ALYSSA, RE, 250.00; SEILER INSTRUMENT & MFG, SU, 970.00; STALP GRAVEL, SU, 2136.84; STAPLES, SU, 198.78; STATE NEBRASKA BANK & TRUST, RE, 7837.50; US FOODSERVICE, SU, 2675.40; VERIZON, SE, 534.43; WAYNE AUTO PARTS, SU, 457.31; WAYNE HERALD, SE, 642.00; WAYNE HERALD, SE, 190.00; WAYNE HERALD, SE, 1378.27; WAYNE KORTH, RE, 150.00; WESCO, SU, 957.65; WAPA, SE, 18571.85; ACES, SE, 1093.66; ALCOHOL COUNTERMEASURE SYSTEMS, SU, 129.80; AMERITAS, SE, 168.44; AMERITAS, SE, 35.00; AMERITAS, SE, 112.58; AMERITAS, SE, 72.00; AMERITAS, SE, 3,496.62; APPEARA, SE, 103.38; BAKER & TAYLOR BOOKS, SU, 1129.60; BENSCOTER CONSTRUCTION, RE, 1000.00; BORDER STATES INDUSTRIES, SU, 296.74; BROWN, SANDY, SU, 1059.52; CARLSON WEST POVONDRA ARCHITECTS, SE, 105548.77; CIRBA SOLUTIONS SERVICES, SU, 204.00; CITY EMPLOYEE, RE, 91.25; CITY EMPLOYEE, RE, 382.10; CITY EMPLOYEE, RE, 4.56; CITY EMPLOYEE, RE, 235.06; CITY OF WAYNE, PY, 112961.51; CITY OF WAYNE, RE, 1375.30; CLEAR ENERGY BROKERAGE & CONSULTING, SE, 405.90; DEARBORN LIFE INSURANCE COMPANY, SE, 99.76; ED M. FELD EQUIPMENT, SU, 331.08; ENVIRONMENTAL SERVICES, SE, 2212.50; FIRST CONCORD GROUP, SE, 4634.64; GALE/CENGAGE LEARNING, SU, 153.99; GERHOLD CONCRETE, SU, 6907.12; HILAND DAIRY, SE, 27.02; ICMA, SE, 190.37; ICMA, SE, 8837.79; ICMA, SE, 1048.60; ICMA, SE, 166.28; ICMA, SE, 413.68; ICMA, SE, 495.46; ICMA, SE, 38.28; ICMA, SE, 127.36; ICMA, SE, 205.20; ICMA, SE, 70.00; ICMA, SE, 144.86; IRS, SE, 4333.24; IRS, TX, 11817.17; IRS, TX, 18528.76; KATHOL TURF, SU, 1077.50; KEN'S TRAILER SALES & REPAIR, SU, 12200.00; LUBBERSTEDT, BRENDA, RE, 216.21; MATT PARROTT, SU, 459.65; NE DEPT OF REVENUE, TX, 5987.10; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 63.00; NERC, SE, 1176.67; NORTHEAST POWER, SE, 23826.18; ONE OFFICE SOLUTION, SU, 69.99; ORIENTAL TRADING, SU, 51.63; OVERDRIVE, SU, 29.99; PHILIP CARKOSKI CONSTRUCTION, SE, 195567.30; QUALITY 1 GRAPHIC, SU, 210.00; SEALS & SERVICE, SU, 526.00; SIRSI CORPORATION, SE, 7555.19; STADIUM SPORTING GOODS, SU, 296.00; STAPLES, SU, 63.56; SUN RIDGE SYSTEMS, SE, 3424.00; ULINE, SU, 477.68; US BANK, SU, 6835.26; UTILITY EQUIPMENT, SU, 111.18; WESCO, SU, 620.60; WISNER WEST, SU, 203.18

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

Nick Van Horn, 2<sup>nd</sup> Assistant Fire Chief, introduced Joshua Doring and requested Council consideration to approving his cadet membership application to the Wayne Volunteer Fire Department.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the cadet membership application of Joshua Doring to the Wayne Volunteer Fire Department. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Endia Casey-Agoumba, representing the “That Ain’t Right, a Community Non-Profit Group” (TAR), was present requesting Council consideration to waiving the rental fee for the Freedom Park Shelter House on December 17, 2023, to celebrate Kwanzaa, a Cultural Education Event.

After discussion, Councilmember Karsky made a motion, which was seconded by Councilmember Webber, to approve the request of Endia Casey-Agoumba, representing the “That Ain’t Right, a Community Non-Profit Group” (TAR) to waive the rental fee for the Freedom Park Shelter House on December 17, 2023, to celebrate Kwanzaa, a Cultural Education Event. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Roger Protzman, representing JEO Consulting Group, Inc., who was not in attendance, presented Change Order No. 1 in the amount of \$5,883.50 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project.”

City staff updated Council on the project and the reason for the change order. This is replacing concrete with stainless steel and would allow for more flexibility in the future if there was an expansion.

Councilmember Brodersen made a motion, which was seconded by Councilmember Bratcher, approving Change Order No. 1 in the amount of \$5,883.50 to Philip Carkoski Construction and Trenching, Inc., for the “2023 Wastewater Treatment Facility Ultraviolet Light Improvements Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Matthew Smith, representing Olsson, presented Change Order No. 001 to increase the substantial and final completion dates from 10/15/23 and 11/1/23 respectively to 10/15/24 and 11/1/24 for the “Wayne Prairie Park Phase I Grading Project” – Cooney Fertilizer, Inc. He updated the Council on the project.

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving Change Order No. 001 to increase the substantial and final completion dates from 10/15/23 and 11/1/23 respectively to 10/15/24 and 11/1/24 for the “Wayne Prairie Park Phase I Grading Project” – Cooney Fertilizer, Inc. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Matthew Smith, representing Olsson, presented Certificate of Payment No. 1 in the amount of \$423,675.27 to Cooney Fertilizer, Inc. for the “Wayne Prairie Park Phase I Grading Project.”

Councilmember Brodersen made a motion, which was seconded by Councilmember Pick, approving Certificate of Payment No. 1 in the amount of \$423,675.27 to Cooney Fertilizer, Inc., for the “Wayne Prairie Park Phase I Grading Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Matthew Smith, representing Olsson, presented Certificate of Payment No. 2 in the amount of \$222,560.16 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project.”

Councilmember Karsky made a motion, which was seconded by Councilmember Brodersen, approving Certificate of Payment No. 2 in the amount of \$222,560.16 to Penro Construction Co., Inc., for the “Wayne Prairie Park Phase II Utilities Project.” Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Matthew Smith, Engineer with Olsson, was present to explain the reason for Letter Agreement Amendment #5. This Agreement Amendment will add \$80,000 of additional Construction Services. The fees associated with this amendment are broken down as follows:

- \$10,000 Roundabout Redesign;
- \$50,000 Utility Construction Services; and
- \$20,000 Lake Amenity Construction Services

Councilmember Brodersen introduced Resolution 2023-81, and moved for its approval; Councilmember Webber seconded.

RESOLUTION NO. 2023-81

A RESOLUTION APPROVING LETTER AGREEMENT AMENDMENT #5 TO THE ORIGINAL LETTER AGREEMENT WITH OLSSON FOR ADDITIONAL SERVICES ON THE "WAYNE PRAIRIE PARK DEVELOPMENT PROJECT" – \$80,000.

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

Mayor Giese declared the time was at hand for the second public hearing to obtain public input on Community Development Block Grant No. 21-HO-35041 — Owner Occupied Rehabilitation Funds.

A second public hearing is required for each CDBG funded project to obtain citizen input, comments, or opinions with regard to the program performance.

The City of Wayne was awarded \$315,000 of CDBG funds to provide housing rehabilitation to low-to-moderate income households at or below 80% of the area median income, of which \$250,000 was to be utilized for the rehabilitation of ten units; \$30,000 for housing administration; \$15,000 for lead testing; and \$20,000 for general administration of the grant. No local matching funds were required by the City. No owner/occupied housing rehabilitation projects have been completed expending no project costs due to the lack of income-qualified applicants. Approximately \$250,000 of project costs, \$19,720 in housing administration, \$8,859 in general administration, and \$15,000 in lead hazard testing will be de-obligated at the end of the grant due to the lack of projects. No persons were displaced as a result of the housing activities.

Twenty-five applications went out; ten were returned. Of those ten, two withdrew, and one had a balloon financing, which was not allowed, and six were over income. The last application that was mailed out was in January. Staff recommendation is to de-obligate the funds back to the State and clear out the grant.

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

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

Councilmember Brodersen made a motion, which was seconded by Councilmember Karsky, approving the de-obligation of funds at the end of CDBG 21-HO-35041 – “Owner Occupied Rehabilitation” due to the lack of projects. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

The City has received the Annual Renewal Maintenance Agreement from the State of Nebraska Department of Transportation (NDOT). This is their standard form of renewal agreement, and is the same as last year. The City will pay the NDOT \$2,100.00 per lane mile or \$4,935.00 in 2024 for the surface maintenance on 2.35 lane miles of highway through Wayne.

Councilmember Karsky made a motion, which was seconded by Councilmember Bratcher, approving the Annual Renewal Maintenance Agreement (2024) with the State of Nebraska Department of Transportation. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

Ken Jorgensen was present to request Council consideration to vacating an easement so he can add onto his existing building (The Jug). To do so, he would need to encroach on the easement the City has.

After some discussion, staff was concerned about how close the building would be to the sewer line. Staff was directed to go to the site to determine whether or not they are comfortable with the area in question for the easement. If they are not, another survey would have to be undertaken for a legal description. Recommendation was to approve the ordinance on first reading.

Councilmember Brodersen introduced Ordinance No. 2023-31, and moved for approval thereof; Councilmember Karsky seconded.

#### ORDINANCE NO. 2023-31

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

Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Mayor Giese requested Council consideration to the appointment of Dallas Dorey, George Burcham, Mike Powicki, Brandon Hall, Mike Varley, Chele Meisenbach, Rusty Parker, Amber Schwarte, and Lanie Severson to the Community Activity Center Relocation Project Committee.

Councilmember Brodersen made a motion, which was seconded by Councilmember Webber, approving the appointment of Dallas Dorey, George Burcham, Mike Powicki, Brandon Hall, Mike Varley, Chele Meisenbach, Rusty Parker, Amber Schwarte, and Lanie Severson to the Community Activity Center Relocation Project Committee. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Buck and Eischeid who were absent, the Mayor declared the motion carried.

City Administrator Blecke gave an update on the Community Activity Center Relocation Project Committee process.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:34 p.m.



<b>Vendor –Council Approved 11/21/23</b>	<b>Payable Description</b>	<b>Payment Total</b>
ROBERT WOehler & SONS	SANITARY SEWER MANHOLE-N OF GOLF COURSE	6,580.00
CONNEY FERTILIZER	PRAIRIE PARK PHASE I GRADING	423,675.27
PENRO CONSTRUCTION	PRAIRIE PARK PHASE II UTILITIES	22,560.16
<b>Vendor</b>	<b>Payable Description</b>	<b>Payment Total</b>
APPEARA	MAT SERVICE	56.51
BEIERMANN ELECTRIC	DISCONNECT/RECONNECT AUGER MOTOR	97.50
BERNAL, GEORGINA	INTERPRETER SERVICES	55.00
BIG STONE TRANSPORTATION & LANDSCAPE SUPPLY	BALLFIELD LIME	1,459.90
BOK FINANCIAL	HWY ALLOCATION REFUND BONDS 2019	10,810.00
BOK FINANCIAL	ELECTRIC REVENUE REFUNDING BONDS 2020	5,898.75
BOMGAARS	TOOLS/SOFTENER SALT/BRACES/MAGNETIC SWEEPER	2,084.87
BSN SPORTS, INC	VOLLEYBALL NET/BASKET & MEDICINE BALLS/BALL CART	1,436.16
CARHART LUMBER COMPANY	DOWNSPOUT/GUTTERS/FRAMING BOARDS/TOILET SEAT	364.19
CITY EMPLOYEE	VISION REIMBURSEMENT	86.10
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	367.99
CITY EMPLOYEE	SAFETY BOOTS REIMBURSEMENT	175.00
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	30.50
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	4.56
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	98.89
CITY EMPLOYEE	CLOTHING REIMBURSEMENT	355.02
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	438.29
CITY OF WAYNE	UTILITY REFUNDS	965.52
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	5,000.00
COMMUNITY REDEVELOPMENT AUTHORITY	LINE OF CREDIT DRAW	10,000
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	537.60
DEMCO INC	BOOKMARKS/DVD ALBUMS	851.05
DOTY & SONS CONCRETE PRODUCTS, INC.	BAG TOSS/LADDER BALL GAMES	4,004.00
EAKES OFFICE PLUS	COPY CHARGES	289.75
ED M. FELD EQUIPMENT CO INC	FIRE TRUCKS PUMP TESTING/COUPLERS	1,415.33
ELKINS PORTABLE RESTROOMS, LLC	PORTABLE RESTROOMS	305.00
FASTWYRE BROADBAND	TELEPHONE CHARGES	1,638.66
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	990.77
GERHOLD CONCRETE CO INC.	CONCRETE	3,227.65
HAWKINS, INC	BIO-KAT-LIFT STATION 1/POLYMER FOR PRESSING	2,291.61
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	127.93
HOMETOWN LEASING	COPIER LEASES	465.14
ISLAND SPRINKLER SUPPLY CO	RELIEF REPAIR KIT	753.53
JEO CONSULTING GROUP	UV SYSTEM REPLACEMENT/MASTER AGMT/REC'S	2,890.36
JOHNSON FITNESS & WELLNESS	TORQUE FITNESS STRAP HANDLES	41.22
LINDSAY, JEANNE	FREEDOM PARK DEPOSIT REFUND	150.00
MARCO INC	COPIER LEASE	175.92
MARCO TECHNOLOGIES LLC	COPIER LEASE	180.50
NE DEPT OF ENVIRONMENT	DRINKING WATER SRF	86,987.36
NE DEPT OF ENVIRONMENT	CLEAN WATER SRF	199,790.45
NE HARVESTORE	BEARING/SHAFT	984.50

Vendor	Payable Description	Payment Total
NO SWETT FENCING	BALLFIELD FENCING	25,022.87
PHILIP CARKOSKI CONSTRUCTION	ULTRAVIOLET IMPROVEMENTS-CHANGE ORDER-VOID	-5,883.50
PHILIP CARKOSKI CONSTRUCTION	ULTRAVIOLET IMPROVEMENTS-CHANGE ORDER	5,883.50
PLUMBING & HEATING WHOLESALE INC.	TOILET BASE	34.01
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES	265.56
SOOLAND BOBCAT	OIL FILTER/ELEMENT	92.02
SPARLING INSTRUMENTS, INC.	COVERPLATE KIT	325.00
SPORTS FACILITY MAINTENANCE	DIVIDER CURTAIN MOTOR	3,767.00
STATE NEBRASKA BANK & TRUST	GENERAL OBLIGATION BONDS SERIES 19	4,675.00
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	102.53
TAYLOR, JOSHUA	OVERPAYMENT ON CAC MEMBERSHIP	65.00
VIAERO WIRELESS	CELL PHONE	70.42
W.T. COX SUBSCRIPTIONS	SUBSCRIPTIONS	871.22
WAYNE HIGH CHEERLEADERS	CHEER CAMP TRAINING	480.00
WESCO DISTRIBUTION INC	PEDESTALS	813.20
WISNER WEST	FD GASOLINE	390.79
	<b>Grand Total:</b>	<b>1,037,673.13</b>

**G702**

**Application and Certificate for Payment**

**To Owner:** City of Wayne  
306 Pearl Street  
Wayne, NE 68787

**Project:** Wayne City Hall & Police Relocation  
513 Main Street  
Wayne, NE 68787

**From Contractor:** Ote Construction Company, LLC  
521 Centennial Rd.  
Wayne, NE 68787

**Via Architect:** Carlson West Povondra Architects  
5060 Dodge Street  
Omaha, NE 68132

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 4,204,500.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ -
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 4,204,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 110,879.00
5. RETAINAGE:
  - a. 10% of Completed Work (Columns D + E on G703) \$ 11,088.00
  - b. 10% of Stored Material (Column F on G703) \$ -
6. TOTAL EARNED LESS RETAINAGE ..... \$ 11,088.00  
*(Line 4 minus Line 5 Total)*
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ -  
*(Line 6 from prior Certificate)*
8. CURRENT PAYMENT DUE ..... \$ 99,791.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6) \$ 4,104,709.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -	-
Total approved this month	\$ -	\$ -	-
	TOTAL	\$ -	\$ -
NET CHANGES by Change Order	\$ -	-	-

**Application No:** 1 **Distribution To:** Owner   
 Period To: 11/30/2023 Architect   
 Contract For: General Contractor   
 Contract Date: 10/17/2023

**Project NOS:** CWFA 23115 Field   
 Other

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 of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** OTTE CONSTRUCTION COMPANY, LLC  
**By:** [Signature] **Date:** 11/30/23  
 State of: Nebraska  
 County of: Wayne

Subscribed and sworn to before me this 30th day of November  
 County of: Wayne  
 Notary Public: [Signature]  
 My commission expires: \_\_\_\_\_



**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**AMOUNT CERTIFIED** ..... \$ 99,791.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
**ARCHITECT:** [Signature] Carlson West Povondra Architects  
**By:** [Signature] **Date:** 12.04.2023

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.

G703

APPLICATION NUMBER: 1  
 APPLICATION DATE: 11/30/2023  
 PERIOD TO: 11/30/2023  
 ARCHITECTS PROJECT NO: CWPA 23115

A	B	C	D		E	F	G		H	I
			FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD			MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)		
1	General Conditions, Supervision, Project Start-Up	73,220	0	3,749	0	3,749	5%	69,471	375	
2	Bonds & Insurance	40,960	0	40,960	0	40,960	100%	0	4096	
3	Submittal Exchange Allowance	8,500	0	7,920	0	7,920	93%	580	792	
4	Site Demo & Earthwork	192,030	0	58,250	0	58,250	30%	133,780	5825	
5	Building Demolition & Infills	76,490	0	0	0	0	0%	76,490	0	
6	Concrete Figs, Slabs, Walls, Steps	190,410	0	0	0	0	0%	190,410	0	
7	Waterproofing, Drainage, & Backfilling	23,470	0	0	0	0	0%	23,470	0	
8	Structural Steel & Erection	106,250	0	0	0	0	0%	106,250	0	
9	Precast Hollowcore	15,540	0	0	0	0	0%	15,540	0	
10	Rough Carpentry & Sheathing	27,470	0	0	0	0	0%	27,470	0	
11	TPO Roofing & Sheetmetal	65,030	0	0	0	0	0%	65,030	0	
12	Roof Specialties	8,270	0	0	0	0	0%	8,270	0	
13	Doors, Frames, & Hardware	183,940	0	0	0	0	0%	183,940	0	
14	Aluminum Entrance, Windows, & Glazing	96,250	0	0	0	0	0%	96,250	0	
15	Metal Studs, Insulation, Drywall, Ballistic Panels	381,830	0	0	0	0	0%	381,830	0	
16	EIFS System	27,100	0	0	0	0	0%	27,100	0	
17	Metal Wall Panels	68,320	0	0	0	0	0%	68,320	0	
18	Acoustical Ceilings	52,000	0	0	0	0	0%	52,000	0	
19	Finish Floorings & Sealers	114,990	0	0	0	0	0%	114,990	0	
20	Painting, Wall Coverings, & Caulking	147,400	0	0	0	0	0%	147,400	0	
22	Cabinetry, Millwork, & Tops	223,300	0	0	0	0	0%	223,300	0	
23	Sectional Overhead Doors	33,530	0	0	0	0	0%	33,530	0	
24	Wall Protection & Signage	7,870	0	0	0	0	0%	7,870	0	
25	Toilet Partitions, Accessories, VD's, & FE's	21,120	0	0	0	0	0%	21,120	0	
26	FRP Paneling	8,340	0	0	0	0	0%	8,340	0	
27	Lockers	18,220	0	0	0	0	0%	18,220	0	
28	Roller Shades	3,330	0	0	0	0	0%	3,330	0	

G703

APPLICATION NUMBER: 1  
 APPLICATION DATE: 11/30/2023  
 PERIOD TO: 11/30/2023  
 ARCHITECTS PROJECT NO: CW/PA 23115

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 % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)							
29	Food Service Appliances	30,080	0	0	0	0	0	0%	30,080	0
30	Flagpole	5,120	0	0	0	0	0	0%	5,120	0
31	Awnings	6,500	0	0	0	0	0	0%	6,500	0
32	Plumbing & HVAC	352,970	0	0	0	0	0	0%	352,970	0
33	Electrical, Fire Alarm, & Communications	1,297,750	0	0	0	0	0	0%	1,297,750	0
34	Concrete Site Paving	170,780	0	0	0	0	0	0%	170,780	0
35	Storm Sewer Utilities	32,720	0	0	0	0	0	0%	32,720	0
36	Planting Beds	5,000	0	0	0	0	0	0%	5,000	0
37	Installation of OFCI & Allowance Items	8,400	0	0	0	0	0	0%	8,400	0
38	Thru-Wall Depositories Allowance	10,000	0	0	0	0	0	0%	10,000	0
39	Athletic Wall & Floor Pads Allowance	20,000	0	0	0	0	0	0%	20,000	0
40	Owner Contingency Allowance	50,000	0	0	0	0	0	0%	50,000	0
		4,204,500	0	110,879	110,879	0	110,879	3%	4,093,621	11088

# CONDITIONAL LIEN WAIVER FOR PARTIAL / PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

## 1. IDENTIFYING INFORMATION.

Claimant Name: OTTE CONSTRUCTION COMPANY, LLC  
Customer Name: CITY OF WAYNE  
Job Location: 513 MAIN ST., WAYNE, NEBRASKA 68787  
Owner: CITY OF WAYNE  
Through Date: NOVEMBER 30, 2023

## 2. CONDITIONAL WAIVER AND RELEASE.

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: CITY OF WAYNE  
Check Amount: \$ 99,791.00  
Check Payable to: OTTE CONSTRUCTION COMPANY, LLC

## 3. EXCEPTIONS.

This document does not affect any of the following:

- a) Retentions.
- b) Extras for which the claimant has not received payment.
- c) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: N/A  
Amount(s) of unpaid progress payment(s): \$ 0.00

- d) Contract rights, including (i) a right based on rescission, abandonment, or breach of contract, and (ii) the right to recover compensation for work not compensated by the payment.

4. SIGNATURE.

Claimant Signature: [Signature] Date: 12/1/23  
Claimant Title: TATE NELSON - PROJECT MANAGER

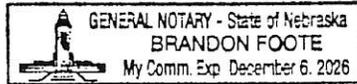
5. NOTARIZATION.

State of Nebraska  
County of Wayne

The foregoing instrument was acknowledged before me, Brandon Foote, this 12/01/2023 (mm/dd/yyyy), by the undersigned, Tate Nelson, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

Brandon Foote  
Notary Public

My Commission Expires: 12/6/2026



# **Wayne County Flood Study**

## **Public Open House**



**Wednesday, December 6, 2023**

**5:30 p.m. - 7:30 p.m.**

**Wayne City Auditorium**

**220 North Pearl Street, Wayne, NE**

Wayne County is currently undergoing a FEMA mapping project to provide up-to-date flood risk information for the county. At the conclusion of this project, FEMA will issue new Flood Insurance Rate Maps (FIRMs) with updated floodplain boundaries. These updated boundaries could affect flood insurance requirements for property owners.

Please join us at a Public Open House to speak with floodplain mapping and flood insurance experts from the Nebraska Department of Natural Resources. At the open house you will be able to learn about specific flood risk and flood insurance information for your own property and ask questions about the flood study, mapping process, and/or other floodplain management topics.



November 28, 2023

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

RE: LB840 RLF Review Committee – recommendation for *Webber Hospitality, LLC*

Dear Wes,

The City of Wayne LB840 Revolving Loan Fund Review Committee met on November 20, 2023, and reviewed a revolving loan fund application to Wayne’s Economic Development Program (WEDP) by *Webber Hospitality, LLC dba Geno’s Steakhouse & Lounge*.

The Review Committee met with the owners of *Webber Hospitality, LLC*, Steve & Brittany Webber, who have purchased *Geno’s Steakhouse & Lounge* and plan to continue operating it as a restaurant. *Webber Hospitality, LLC* will utilize the WEDP Funds to purchase equipment for the restaurant and renovate the property at 121 W 1st Street. Along with renovations to the existing restaurant and operating for evening hours, *Webber Hospitality, LLC* plans add lunch hours, catering services, and may eventually add take-and-make meal options for their patrons.

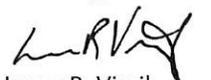
To match their request of \$200,000 from the WEDP, *Webber Hospitality, LLC* has secured financing for \$320,000 via a traditional lender (State Nebraska Bank & Trust, Wayne, NE), is pursuing \$20,000 via the WAED RLF Program, and has provided matching funds of \$100,000 (personal equity). The total business purchase and expansion project is estimated to cost at least \$640,000.

Following the meeting with *Webber Hospitality, LLC*, the Review Committee discussed the request for an LB840 RLF Loan of \$200,000. The LB840 Revolving Loan Fund Review Committee voted unanimously to recommend the following terms for a loan to *Webber Hospitality, LLC*:

- approval of the loan request for \$200,000;
- 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, Wayne, NE: 7.25%; WEDP Rate: 3.625%)

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

Sincerely,

  
Lucas R. Virgil  
Director of Ec. Dev.



LB840

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

Application Number:
Date Received

LB840 (form approved 073109)

## 2023

### PART I. GENERAL INFORMATION

*TYPE OR PRINT ALL INFORMATION*

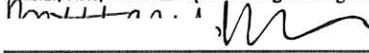
1. APPLICANT IDENTIFICATION	2. PERSON PREPARING APPLICATION								
Applicant Name <b>Webber Hospitality, LLC dba Gene's Steakhouse &amp; Lounge</b>	Name/Business <b>Brittany Webber, owner</b>								
Mailing Address <b>1115 Lawndale Dr.</b>	Address <b>1115 Lawndale Dr.</b>								
Wayne <b>WAYNE</b> NE 68787 (City) (State) (ZIP)	Wayne <b>WAYNE</b> NE 68787 (City) (State) (Zip)								
Telephone Number <b>(402) 375-4774</b>	Telephone Number <b>(402) 941-2787</b>								
Fax Number Federal Tax ID Number	Federal Tax ID # / SS#								
Email Address <b>info.genoswayne@gmail.com</b>	Email Address <b>brit.janssen@gmail.com</b>								
<b>3. BUSINESS TYPE</b> <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other:	<b>5. FUNDING SOURCES</b>								
<b>4. ASSISTANCE TYPE REQUESTED</b> <input checked="" type="checkbox"/> Low interest loan <input type="checkbox"/> Interest buy down <input type="checkbox"/> Performance-based loan <input type="checkbox"/> Grant <input type="checkbox"/> Other	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WEDP Funds Requested</td> <td style="text-align: right;">\$ <b>200,000.00</b></td> </tr> <tr> <td>Matching Funds</td> <td style="text-align: right;">\$ <b>100,000.00 (personal)</b></td> </tr> <tr> <td>Other Funds</td> <td style="text-align: right;">\$ <b>252,000 (SMB) + 100,000 (SMB) + 20,000 (PLF)</b></td> </tr> <tr> <td><b>Total Project Funds</b></td> <td style="text-align: right;"><b>\$ (640,000.00)</b></td> </tr> </table> <p><i>(Round amounts to the nearest hundred dollars.)</i></p>	WEDP Funds Requested	\$ <b>200,000.00</b>	Matching Funds	\$ <b>100,000.00 (personal)</b>	Other Funds	\$ <b>252,000 (SMB) + 100,000 (SMB) + 20,000 (PLF)</b>	<b>Total Project Funds</b>	<b>\$ (640,000.00)</b>
WEDP Funds Requested	\$ <b>200,000.00</b>								
Matching Funds	\$ <b>100,000.00 (personal)</b>								
Other Funds	\$ <b>252,000 (SMB) + 100,000 (SMB) + 20,000 (PLF)</b>								
<b>Total Project Funds</b>	<b>\$ (640,000.00)</b>								

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

Funds will be used for mechanical & cosmetic updates along with purchasing additional and updated equipment to expand operations. A new partial roof, plumbing/electrical updates, HVAC, interior updates, and purchasing equipment & a vehicle for catering are among

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

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

	<b>Brittany Webber, owner</b>	<b>10/12/23</b>
Signature in ink	Typed Name and Title	Date Signed
	<b>Luke Virgil, WAED Executive Director</b>	<b>10/12/2023</b>
Attest	Typed Name and Title	Date Signed

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

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

LB840

**PART II. FUNDING SUMMARY**  
 (Round amounts to the nearest hundred dollars.)

Eligible Activities	WEDP Funds	Matching Funds	Other Funds	Total Funds	Sources of Matching or Other Funds
The purchase of real estate, options for such purchases, the renewal or extension of such options, and public works improvements		\$68,000.00	\$252,000	\$320,000	personal + SNB
Payments for salaries and support of City staff to implement the Program or for contracting of an outside entity to implement any part of the Program.					
Expenses for business and industry recruitment activities to locate or relocate a qualifying business into the area and for equity investment in a qualifying business.					
The authority to issue bonds pursuant to the act subject to City Council approval.					
Grants or agreements for job training.					
Small business and microenterprise development including expansion of existing businesses.	\$200,000	\$32,000	\$88,000	\$320,000	personal SNB + SNB LOC LB840, RLF
Interest buy down agreements.					
Expand and promote Wayne through marketing, workforce attraction, and tourism related activities.					
Development of housing related programs to foster population growth.					
Activities to revitalize and encourage growth in the downtown area.					
May contribute to or create a revolving loan fund from which low interest or performance based loans will be made to qualifying entities on a match basis.					
Other approved activity					
<b>TOTAL PROGRAM COSTS</b>	<b>\$200,000</b>	<b>\$100,000</b>	<b>\$340,000</b>	<b>\$640,000</b>	personal, SNB + SNB LOC, LB840, RLF

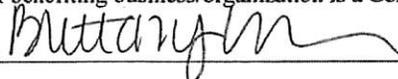
**APPLICANT CERTIFICATIONS**

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

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

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

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

By:  Date: 10/1/23

 Luke Virgil/WAED Executive Director 10/12/2023  
 Attest \_\_\_\_\_ Typed Name/Title \_\_\_\_\_ Date \_\_\_\_\_

LB840

**PART III. PROJECT DESCRIPTION AND IMPACT**

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

Submit the original and one copy of the application form and all application materials.  
DO NOT BIND, FOLD, OR STAPLE

LB840 RLF Program - Interest Rate Comps						
Applicant	Loan Amount	Purpose	Primary Lender Interest Rate	Recommended WEDP Rate	Approved WEDP Rate	Council Approval
Talon Capital, LLC (dba Fyre-Tec)	\$ 250,000.00	purchase existing business/expand business	5.70%	2.85%	2.85%	2/5/2019
Ace Hardware & Home	\$ 200,000.00	start retail store/purchase inventory	rate not yet set when approved by Council	0% Y1-5 / 2% Y6-15	0% Y1-15	10/1/2019
Johnnie Byrd Brewing Company	\$ 40,000.00	purchase real estate	rate not yet set when approved by Council	1/2 rate of lender	1/2 rate of lender	12/17/2019
DSF Wayne Short Stop, LLC	\$ 85,000.00	property improvements/business expansion	2.75% + prime (variable)	3% fixed	3% fixed	4/20/2021
Sanctuary Apartments, LLC	\$ 400,000.00	historic preservation/housing development	3.00%	1.50%	1.50%	11/2/2021
Nix Wayne, LLC	\$ 300,000.00	property improvements/business expansion	4.625%	2.3125%	1%	6/21/2022
I Wet My Plants (Katelynn Broders)	\$ 40,000.00	property improvements/business expansion	7.50%	3.75%	3.75%	2/21/2023
Blazer, LLC	\$ 200,000.00	purchase existing business/expand business	6.75%	3.375%	2.00%	7/6/2023
Webber Hospitality, LLC	\$ 200,000.00	purchase existing business/expand business	7.25%	3.625%		
<b>TOTAL RLF COMMITMENTS (as of Dec. 1, 2023)</b>	<b>\$ 1,515,000.00</b>					

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

**RESOLUTION**  
**SIGNING OF THE**  
**YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT**  
**2023**

Resolution No. \_\_\_\_\_

**Whereas:** State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**Whereas:** The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

**Whereas:** The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**Whereas:** The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

**Be it resolved** that the Mayor  Village Board Chairperson  of \_\_\_\_\_  
(Check one box) (Print Name of Municipality)  
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Nebraska.  
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

City Council/Village Board Member \_\_\_\_\_  
Moved the adoption of said resolution  
Member \_\_\_\_\_ Seconded the Motion  
Roll Call \_\_\_\_ Yes \_\_\_\_ No \_\_\_\_ Abstained \_\_\_\_ Absent  
Resolution adopted, signed, and billed as adopted.

Attest:

\_\_\_\_\_  
(Signature of Clerk)

**Do not recreate or revise this document.** Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

## Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

*Separate forms may be needed to account for the entire year, see (3) below*

This Form Covers the Following Period: \_\_\_\_\_, 2023 to \_\_\_\_\_, 2023  
(Month) (Day) (Month) (Day)

\***(1)(a)** The municipality of \_\_\_\_\_ certifies that: \_\_\_\_\_  
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)  
was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

**(b)** the superintending services of the above listed individual were provided by: (Check one box)

Employment with this Municipality

Contract (consultant) with this Municipality

Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)  
\_\_\_\_\_  
\_\_\_\_\_

**(c)** and the above listed individual **assisted** in the following: *Reference Neb. Rev. Stat. §39-2512*

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

**(d)** the above listed individual also served as (Check all boxes that apply) city engineer  village engineer   
public works director  city manager  city administrator  street commissioner

**(e)** If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- \_\_\_\_\_ and Class of License \_\_\_\_\_, and/or  
(A or B)

**(f)** If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- \_\_\_\_\_

**(2)** \_\_\_\_\_  
Signature of Mayor  Village Board Chairperson   
(Check one box)

\***(3)** If during the calendar year your municipality **(a) did not have** an appointed City Street Superintendent for any portion(s) of the year; or **(b) had one or more appointed** City Street Superintendent(s) that were not licensed for any portion(s) of the year; or **(c) had one or more appointed licensed** City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. **Copy this form as needed to account for these separate periods.**

**(4)** The payment amount will be computed based on **(a)** your most recent Federal Census as certified by the Tax Commissioner; **(b)** the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; **(c)** class of license, A or B if applicable; and **(d)** if the appointed City Street Superintendent assisted with the required duties in **(1)(c)** above. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.*

**(5) Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.**



**Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:**

Highway Local Liaison Coordinator  
Boards-Liaison Services Section  
Local Assistance Division  
Nebraska Department of Transportation  
PO Box 94759  
Lincoln NE 68509-4759

**RESOLUTION NO. 2023-83**

**A RESOLUTION APPOINTING JEO CONSULTING GROUP, INC., AS THE SPECIAL ENGINEER TO BE USED ON VARIOUS CITY OF WAYNE PROJECTS IN 2024.**

WHEREAS, the City will be undertaking various projects in 2024; and

WHEREAS, the City Administrator deems it necessary and advisable to have the City Council authorize the use of a special city engineer for said projects in 2024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that JEO Consulting Group, Inc., be designated as the Special Engineer and that the City Administrator is hereby authorized to engage and use the firm of JEO Consulting Group, Inc., as the special engineer on various City of Wayne projects in 2024.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2023.

THE CITY OF WAYNE, NEBRASKA

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

ATTEST:

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



November 1, 2023

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

**RE: 2024 City Engineer Appointment Request**

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for 2024. We appreciate your confidence in JEO in the past, and we sincerely hope to continue our relationship.

JEO has provided services to the city in the past, and our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. This is extremely important as it provides the background information needed to evaluate what actions to take. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing the time and cost involved in addressing routine matters.

Below is what you can expect from JEO as your city engineer. When a fee is involved for services, as noted in items two through four below, JEO will notify you before beginning work.

- **IDENTIFYING AND PRIORITIZING INFRASTRUCTURE PROJECTS:**  
If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but can be a valuable first step in assessing potential infrastructure projects' needs, priorities, and feasibility. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.
- **APPLYING AND SECURING FUNDING:** JEO will assist in applying for and securing funding, such as CDBG, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide the information necessary to complete the reporting requirements of any funding the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality. In some cases, having an appointed city engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for some of these services, and we would be happy to discuss this with you.
- **ROUTINE INFRASTRUCTURE OPERATION AND MAINTENANCE:** JEO will respond to questions about the routine operation and maintenance of the city infrastructure based on our prior knowledge of these facilities/systems. There is typically no charge for this service. However, in some instances a fee may be involved, such as site visits or research.
- **COST OPINIONS:** Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on some factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above,

JEO's extensive institutional knowledge about the city and its infrastructure will provide this service efficiently and effectively.

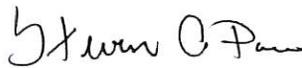
When requested, JEO will provide a scope of services and fees for specific projects that the city would desire to pursue.

JEO does not request a contract to serve as the city engineer, and the city is under no obligation to hire JEO for any project. Furthermore, we do not require a retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so we will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up to date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at lkitt@jeo.com. Please include a copy of your meeting minutes stating the engineering appointment.

If you have questions about this letter or want further information, don't hesitate to contact me. Thank you for your consideration.

Sincerely,



Steven A. Parr  
Principal  
JEO Consulting Group, Inc.

Mobile: 402.443.8003 | Email: sparr@jeo.com



### 2024 ENGINEER APPOINTMENT REQUEST

The City of Wayne has appointed JEO Consulting Group, Inc. as the city engineer:

Yes     No

Notes: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Form Completed By (please print name)

\_\_\_\_\_  
Date

***\*Please include a copy of your meeting minutes.***

**RESOLUTION NO. 2023- 84**

**A RESOLUTION AUTHORIZING MEMBERSHIP IN THE LEAGUE INSURANCE GOVERNMENT HEALTH TEAM (LIGHT).**

WHEREAS, the Municipality desires to enter into the League Insurance Government Health Team Interlocal Agreement (the "Interlocal Agreement") attached hereto.

RESOLVED, that the Municipality approves and enters into the attached Interlocal Agreement and authorizes the Mayor of the Municipality to execute said Interlocal Agreement.

RESOLVED FURTHER, that the Municipality approves the attached League Insurance Government Health Team Membership Agreement (the "Membership Agreement") and authorizes the Mayor of the Municipality to execute said Membership Agreement.

RESOLVED FURTHER, that the Municipality authorizes and directs the Mayor of the Municipality or his designee to execute such documents and take such action as may be necessary and appropriate to effectuate the Municipality's membership in LIGHT and to obtain coverage for Municipal employees through the LIGHT Member Health Plan.

PASSED AND APPROVED this 5<sup>th</sup> day of December, 2023.

THE CITY OF WAYNE, NEBRASKA,

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

ATTEST:

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

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM  
INTERLOCAL AGREEMENT**

This Interlocal Agreement (the “Agreement”) is made and entered into by and among the undersigned municipalities of the State of Nebraska (each a “Member”) for formation of, and participation in, the League Insurance Government Health Team (“LIGHT”) and the LIGHT Member Health Plan (the “Plan”). Membership in the League Insurance Government Health Team shall make health insurance coverage available for the Members’ eligible employees and dependents who participate in the Plan. This Agreement is based upon certain understandings and in furtherance of certain purposes, as follows:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 et seq., (“ICA”) permits two or more public agencies to make and execute an agreement providing for joint and cooperative actions;

WHEREAS, if applicable, the Intergovernmental Risk Management Act, Neb. Rev. Stat. §§ 44-4301 et seq. (“IRMA”) permits two or more public agencies to make and execute an agreement providing joint and cooperative action to form, become members of, and operate a risk management pool for the purpose of providing to members risk management services and insurance coverages in the form of group self-insurance or standard insurance, including any combination of group self-insurance and standard insurance, to provide health, dental, accident, and life insurance member’s employees and officers;

WHEREAS, the Members have determined the need to join together to provide for group health insurance for the Members’ employees and their dependents;

WHEREAS, the Members have determined it is in the best interests of the Members’ employees to establish a group health plan in order to provide affordable health insurance to Members’ employees and their dependents; and

WHEREAS, the Members desire to make and to execute an agreement providing for joint and cooperative action for the purpose of providing health insurance coverage for Members’ employees and their dependents.

NOW THEREFORE, in consideration of the foregoing and the respective mutual promises contained herein, the undersigned parties agree as follows:

1. Definitions.

1.1. “**Administrator**” shall mean an individual, partnership, corporation, or unincorporated association engaged by the League Insurance Government Health Team for the purposes of carrying out the policies established by the League Insurance Government Health Team Board and to provide day-to-day management of the League Insurance Government Health Team. The League of Nebraska Municipalities shall be the Administrator of the Plan.

1.2. “**Board**” shall mean the Board of Directors of the League Insurance Government Health Team.

1.3. “**Bylaws**” shall mean the bylaws established and approved under this agreement governing the operation of the League Insurance Government Health Team.

1.4. “**Dental insurance**” shall mean a contractual arrangement to provide specified dental services, in consideration of a specified payment for an interval of time, regardless of whether the payment is made by the beneficiaries individually or by a third person for them, in such a manner that the total cost of such services is to be spread directly or indirectly among a group of persons.

1.5. “**Director**” shall mean the State of Nebraska Director of Insurance.

1.6. **“Health insurance”** shall mean any hospital, surgical, or medical expense-incurred policy or health maintenance organization contract. Health insurance does not include (a) accident-only, disability income, hospital confinement indemnity, dental, or credit insurance, (b) coverage issued as a supplement to liability insurance, (c) medicare or insurance provided as a supplement to medicare, (d) insurance arising from workers’ compensation provisions, (e) automobile medical payment insurance, (f) any other specific limited coverage, or (g) insurance under which benefits are payable with or without regard to fault and which is statutorily required to be contained in any liability insurance policy.

1.7. **“League”** shall mean the League of Nebraska Municipalities.

1.8. **“League Insurance Government Health Team”** or **“LIGHT”** shall mean the entity established and operated under this Agreement.

1.9. **“Member”** shall mean a Municipality (a) whose application for membership in the League Insurance Government Health Team has been approved by the League, and (b) that has lawfully entered into this Agreement and into the League Insurance Government Health Team membership agreement.

1.10. **“Municipality”** shall mean any city or village in the State of Nebraska that is a dues-paying member in good standing with the League.

1.11. **“Public agency”** shall mean any county, city, village, school district, public power district, rural fire district, or other political subdivision of the State of Nebraska, the State of Nebraska, the University of Nebraska, and any corporation whose primary function is to act as an instrumentality or agency of the State of Nebraska.

1.12. **“Risk management pool”** shall mean an association formed by two or more public agencies by an agreement, pursuant to IRMA if applicable, providing for joint and cooperative action in the use of their financial or administrative resources in order to accomplish any of the public and governmental purposes authorized by state or federal law.

1.13. **“Standard insurance”** shall mean any policy of insurance issued by a company licensed to transact insurance business in the State of Nebraska for any policy of insurance issued in accordance with the requirements for a lawful surplus lines insurance transaction.

2. Establishment of LIGHT. All Members who execute this Agreement hereby, pursuant to the applicable provisions of ICA, jointly and cooperatively establish the League Insurance Government Health Team as a separate entity, with all the rights, powers and privileges vested in and conferred such entity as set out in this Agreement and under the laws of the State of Nebraska. The League Insurance Government Health Team will provide health insurance coverage for its membership’s employees and their dependents in the form of standard insurance. The membership of the League Insurance Government Health Team consists of those Municipalities which have entered into this Agreement. The League Insurance Government Health Team shall have perpetual duration unless or until terminated or dissolved pursuant to the terms of this Agreement or its Bylaws, or in accordance with IRMA (as applicable) or ICA, or as otherwise required by law.

3. Purpose and Duration. The purpose of this Agreement is to establish and to operate a group health insurance plan through a standard insurance policy for the benefit of Members’ employees and their dependents. This Agreement shall be for an unlimited duration until formally terminated as provided herein.

4. Powers. In order to carry out this purpose, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a joint entity under ICA, constituting a separate public body politic under the laws of the State of Nebraska, exercising public powers and acting on behalf of the public agencies which are parties to this Agreement as set out by law.

If applicable, the League Insurance Government Health Team shall exercise and enjoy all the powers, privileges and authority exercised or capable of exercise by a pool created pursuant to IRMA, including, but not limited to, the power to issue bonds or other obligations on behalf of public agencies or to otherwise assist in the issuance by such public agencies of such obligations; provided, however, that nothing herein shall prevent any of the parties hereto from separately exercising any such powers, privileges or authority. The League Insurance Government Health Team shall specifically have the power to sue and be sued, make contracts and other instruments necessary or convenient to the exercise of its powers, hold and dispose of real and personal property, borrow money, contract debt, and pledge any assets in the name of the League Insurance Government Health Team.

5. Financial Plan. The League Insurance Government Health Team shall sponsor a fully-insured group health insurance plan through a standard insurance policy that provides coverage to Members' employees and the employees' dependents. The Board, on behalf of the League Insurance Government Health Team and its constituent Members, shall enter into a contract, or renew an existing contract, with a company licensed to transact insurance business in the State of Nebraska on an annual basis for health insurance. Each Member will be required to complete a subgroup application in order to participate in a League Insurance Government Health Team-sponsored plan. Each Member shall make payment of premiums and any fees for Plan coverage and/or any other fees approved by the Board to fund the operation of the League Insurance Government Health Team, pursuant to the terms and conditions of the (a) LIGHT membership agreement and (b) subgroup application, master group application, and/or master group contract or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan. The League Insurance Government Health Team shall ensure that the Plan receives documentation from the insurance company setting forth the types of coverage to be offered and applicable deductible levels. The Board will review annually the necessity of maintaining cash reserves, additional standard insurance, or excess insurance, taking into account the fully-insured nature of League Insurance Government Health Team-sponsored plan.

6. Plan of Management.

6.1. Board of Directors. The governing authority of the League Insurance Government Health Team shall be a Board of Directors consisting of a minimum of five and maximum of fifteen elected or appointed officials of Members. In addition, the Board shall include the Executive Director of the League as an ex-officio, non-voting member. The initial Board of Directors shall be composed of an elected or appointed official from five municipalities which executed the Interlocal Agreement prior to July 1, 2022, each of whom shall be approved as a Director by the respective governing body of the participating Member. The number and tenure of directors of the Board shall be as provided in the Bylaws; provided that, in no event shall the number of directors of the Board be less than the requisite number of directors needed to transact the business of the League Insurance Government Health Team.

6.2. Board of Directors Duties.

(a) The Board shall be responsible for entering into negotiations and negotiating with one or more insurance companies for the provision of health insurance coverage on behalf of the Members. The Board shall be responsible for entering into one or more agreements with insurance companies for the provision of health coverage.

(b) The Board shall be responsible for managing the property, business, and affairs of any League Insurance Government Health Team-sponsored plans, including the establishment and maintenance of a budget.

(c) The Board shall take all necessary precautions to safeguard the assets of the League Insurance Government Health Team and exercise fiduciary duties concerning those assets and the overall operations of the League Insurance Government Health Team.

(d) The Board shall make and enter into any and all contracts, leases, and agreements necessary or desirable for the administration and management services to carry out any of the powers granted or duties imposed under this Agreement or any applicable law or regulation.

(e) The Board shall establish the duties and responsibilities of the Administrator and any delegation of its duties to the Administrator.

(f) The Board shall select and contract, either directly or indirectly, with service providers, including but not limited to insurance brokerage firm(s), accounting firm(s), legal counsel, consultants, and other qualified service providers or advisors as deemed necessary by the Board to carry out the intent and purposes of the League Insurance Government Health Team.

(g) The Board may adopt bylaws pertaining to the exercise of its purpose and powers (the "Bylaws"). The Board may, from time to time, revise the Bylaws. The Board may also from time to time adopt policies, rules and procedures for the administration and operation of the League Insurance Government Health Team, by majority vote of the Board, so long as such policies, rules, and procedures are not inconsistent with this Agreement or the Bylaws. No provisions of the Bylaws, policies, rules or procedures shall be inconsistent with this Agreement, the ICA, or, if applicable, IRMA.

(h) The Board may exercise such other powers as are necessary for the proper operation of the League Insurance Government Health Team to carry out the terms of this Agreement and to comply with ICA, IRMA (if applicable), rules and regulations adopted under either ICA or IRMA (if applicable), and any other applicable State or Federal laws, rules or regulations, and the League Insurance Government Health Team Bylaws.

### 6.3. Membership Procedures.

(a) Application. A Municipality may apply to become a Member of the League Insurance Government Health Team by completing and submitting a League Insurance Government Health Team membership agreement. The applicant must also provide all information required by the insurance company providing the policy for health insurance coverage at the time of application, including any required subgroup application. If the applicant (i) meets the eligibility requirements as set out in the League Insurance Government Health Team membership agreement, (ii) enters into this Agreement and the League Insurance Government Health Team membership agreement by resolution passed by its governing body, and (iii) provides all documentation and forms to the insurance company providing the policy for health insurance coverage at the time of application, the applicant will become a Member upon the League's approval of the Municipality's eligibility as set out in the League Insurance Government Health Team membership agreement and upon the execution of this Agreement by the Board.

(b) Voluntary Termination. A Member may voluntarily terminate its participation in the League Insurance Government Health Team by written notice of termination given to the League Insurance Government Health Team prior to the desired termination date and in compliance with the timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination. Members seeking to voluntarily terminate participation shall comply with all notice requirements contained in IRMA, if applicable.

(c) Involuntary Termination. A Member may be involuntarily terminated as a Member of the League Insurance Government Health Team if, after due notice and hearing, the Board (or relevant regulatory authority) determines that: (i) the Member has failed to pay any contribution or assessment to the League Insurance Government Health Team; (ii) the Member has failed to discharge any other obligation it owes to the League Insurance Government Health Team; or (iii) the Member has failed to comply with the laws of the state, rules of the Department of Insurance, or bylaws of the League Insurance Government Health Team.

(d) Effect of Termination. A former Member shall remain liable for any costs and obligations

incurred by the League Insurance Government Health Team while the Municipality was a Member, and for any contractual obligation the Municipality has entered into with the League Insurance Government Health Team on or before the date of termination. A former Member who has terminated participation in the League Insurance Government Health Team, or whose participation is involuntarily terminated pursuant to this Section 6.3, may apply for participation in the League Insurance Government Health Team after the lapse of 24 months following the date of cancellation.

6.4. Funds and Reserves by Exposure Area. The Board shall review appropriate actuarial analyses to identify appropriate funds and reserves by exposure area, as applicable. Each Member must make payment of its premiums and any fees for the League Insurance Government Health Team-sponsored coverage pursuant to the terms and conditions of the (a) LIGHT membership agreement, and (b) subgroup application, master group application, master group contract, or other relevant documentation required by the insurance company providing the policy for health insurance coverage for the Plan.

6.5. Claim Payment. All claims shall be paid pursuant to the standard insurance policy issued by a company licensed to transact insurance business in the State of Nebraska for health insurance and in accordance with any master group application, master group contract, and/or other relevant documentation issued by the insurance company providing the policy for health insurance coverage for the Plan and entered into by the League Insurance Government Health Team for the benefit of its membership.

6.6. No Private Benefit. No part of the net earnings or assets of the League Insurance Government Health Team shall inure to the benefit of any private person.

6.7. Distribution of Surplus at Dissolution. At the dissolution of the League Insurance Government Health Team's existence, any surplus funds over and above those necessary to pay or reserve against the expenses and liabilities of the League Insurance Government Health Team shall vest in and be distributed among the Members. Such distribution shall be allocated among Members in proportion to the contributions made by each Member.

6.8. Loss Control Program. To the extent applicable and necessary, the Board shall approve a system or program of controlling Member losses.

7. Dissolution. The League Insurance Government Health Team shall only be dissolved at such time as (a) the Board determines that the number of Members is too small to continue to provide coverage, (b) the Board is unable to secure a policy of insurance on behalf of the Members, or (c) in the event the League's Executive Board withdraws its support. The Board shall be responsible for all actions necessary to dissolve the League Insurance Government Health Team, in compliance with and as required by law. Upon the occurrence of an event of dissolution, to the extent required by law, the Board shall place the matter before the Members for a vote.

8. Banking Relationships. The League Insurance Government Health Team shall establish bank accounts necessary to carry out the terms and meet the operational needs of this Agreement. Controls shall be established and funds shall be invested so that the League Insurance Government Health Team is managed in a conservative and prudent manner.

9. Member Examinations and Audits. The League Insurance Government Health Team may examine and audit a Member's records at any time during the period this Agreement is in effect, and during any extensions hereof, and within three years after such Member is no longer a Member of the League Insurance Government Health Team, insofar as the records may relate to the subject matter of this Agreement.

10. Place of Business. The principal place of business for the League Insurance Government Health Team shall be 1335 L Street, Lincoln, Nebraska 68508 or at such other place as determined by the Administrator. Notice provided via United States Postal Service by a member to the League Insurance Government Health Team at this address shall be considered proper notice to the League Insurance Government Health Team and all participating

members of the League Insurance Government Health Team. The Administrator may employ necessary staff for the positions authorized by the Board; the Administrator also may purchase, lease, or rent real or personal property with the approval of the Board in order to carry out the business and purpose of the League Insurance Government Health Team.

11. Conformity with Law. In the event any term or provision of this Agreement is in conflict with the laws and statutes of the State of Nebraska as they now exist or are hereafter amended, this Agreement shall be automatically deemed amended to conform to such laws and statutes.

12. Fiscal Year. For the initial year in which the League Insurance Government Health Team is formed, the fiscal year shall begin on July 1, 2022 and end on September 30, 2022. Thereafter, the League Insurance Government Health Team's fiscal year shall begin on October 1 of each year and end on September 30 of the following year, unless determined otherwise by the Board.

13. Liability. No Member in the League Insurance Government Health Team shall, by reason of this Agreement, have any liability for claims brought by third parties against any other Member. The liability for any claim against a Member shall remain the sole and exclusive liability of the Member.

14. Termination of the Agreement. This Agreement shall terminate upon the occurrence of all of the following events: (a) the League Insurance Government Health Team has dissolved pursuant to Section 7; (b) all amounts owed by the Members have been paid in full; and (c) all amounts owed for claims and other expenses have been paid in full.

15. Execution in Counterpart. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth in the attached Resolutions and acknowledged below.

**MEMBER MUNICIPALITY**

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

Title: \_\_\_\_\_

Name of Municipality: \_\_\_\_\_

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

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM**

Signature: \_\_\_\_\_  
Chairperson, League Insurance Government Health Team

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

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM  
MEMBERSHIP AGREEMENT (FY 2023-24)**

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and \_\_\_\_\_ (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, 2023, or other date as applicable. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

## Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2023, or other date as applicable, and continuing thereafter until June 30, 2024 (the “Initial Term”). This Agreement shall renew automatically for subsequent one year terms (the “Renewal Term(s)”) unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the “Term” or the “Terms.”

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT’s Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or Bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member’s performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT’s officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to or that occur as a result of the Member’s failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. In the event there are member fees, the Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT’s Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit “A” attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources,

said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

**Employer Member**

**League Insurance Government Health Team**

\_\_\_\_\_  
Name of Employer

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

EXHIBIT "A"  
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2023 will be zero dollar (\$0.00) per month for each employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.