

**AGENDA
CITY COUNCIL MEETING
COUNCIL CHAMBERS – CITY HALL
513 MAIN STREET
May 20, 2025**

1. [Call the Meeting to Order – 5:30 p.m.](#)
2. [Mayoral Announcements](#)
3. [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 table in 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.
4. **Action on the Mayoral appointment of Dallas Dorey to fill Council vacancy in Ward 4**
5. [Swearing in of Ward 4 Councilmember](#)
6. [Approval of Minutes – May 6, 2025](#)
7. [Approval of Claims](#)
8. [Action to appoint Phil Monahan as Fire Chief](#)
9. [Public Hearing:](#) Application for Class D (Beer, Wine & Distilled Spirits, Off Sale Only) Liquor License – Gini, LLC, d/b/a “Fast Pik” (310 S Main Street - Lutt Oil & Service) (Advertised Time: 5:30 p.m.)
10. [Resolution 2025-30: Approving Application for Class D Liquor License — Gini, LLC, d/b/a “Fast Pik” \(310 S Main Street – Lutt Oil & Service\)](#)
11. [Action on the request of the Wayne Chicken Show Committee to close the following streets for the 45th Annual Henoween/Chicken Show Celebration:](#)
 - Friday, July 11th, from 2:30 p.m. until midnight for the annual Henoween Celebration: Main Street from the north side of Fairgrounds Avenue to the south end of 2nd and Main Street. The committee will secure concrete barriers to be placed at south 2nd and Main as well as North Fairgrounds Avenue and Main. An additional barrier will be placed along the intersection of Main and 1st Streets.
 - Saturday, July 12th from 6:00 a.m. until 5:00 p.m. for the Annual Chicken Show celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln Street from 10th Street to 8th Street; and intersections at 10th and Lincoln Streets, and 9th and Lincoln Streets are requested to be closed. The intersections at 10th and Douglas and 9th and Douglas will be open to allow traffic flow adjacent to the park.

- On behalf of Wayne Kiwanis: to close part of East 2nd Street from 6:00 a.m. until 10:30 a.m. on Saturday, July 12th from the intersection of 2nd and Main Streets to the alley for their omelet feed and seating area.
- Saturday, July 12th from 9:00 a.m. until 11:30 a.m. (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade. West 1st Street from Main to Sherman Street and Grainland Road will be closed for the parade line up and monitoring entries via golf cart or ATV.
- Sunday, July 13th, for the Crowing Motors Car Show from 7:00 a.m. until 5:00 p.m.: 2nd Street from Main Street to Pearl Street and Pearl Street from 2nd - 3rd Street, including the intersection of 2nd and Pearl Street be closed.

12. [Resolution 2025-31: Acknowledging requirements for the temporary use of the State Highway System for special events \(Henoween and Chicken Show – July 11, 12, and 13th\)](#)

13. **Action on a request to approve a fireworks display on Saturday, July 12, 2025, for the Chicken Show Celebration at the ballfield at Prairie Park**

14. [Resolution 2025-32: Accepting Bid and Awarding Contract on the 15 kV Switchgear and 69 kV Control Panel for the “Northeast Substation Project”](#)

Background: There was one responsive bid received from Harold K. Scholz Company (HKS) of Ralston, Nebraska, for the total purchase price of \$622,000.00 (Base Bid Price \$610,000.00 + Optional Bid Item: Relay and Meter Testing \$12,000.00). HKS’ bid included the switchgear, control panel and relay testing. The switchgear breakers are manufactured by Eaton. DGR stated they are familiar with the HKS and Eaton materials and see of no reason why they would not perform well on this project. They recommend that Council award the contract to HKS for a total price of \$622,000.00.

15. [Resolution 2025-33: Approving City Administrator Contract](#)

Background: Modifications to the contract are highlighted in red.

16. [Ordinance 2025-8: Amending Title III Administration, Chapter 31 City Council, Section 31-27 Regular Meeting \(Second Reading\)](#)

Background: If approved on the third and final reading, this would change the regular Council monthly meeting dates from the first and third Tuesdays to the first and third Mondays.

17. [Action on the appointment of Parker Bolte to the Wayne America Board \(replacing Jill Brodersen\)](#)

18. **Action on the appointment of Lincoln Havranek to the Wayne Housing Authority**

19. [Discussion/review of City Investment Policy/City Checking Account](#)

20. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
May 6, 2025**

The Wayne City Council met in regular session at City Hall (513 Main Street) on May 6, 2025, at 5:30 o'clock P.M.

Mayor Jill Brodersen called the meeting to order, followed by the Pledge of Allegiance, with the following in attendance: Councilmembers Austyn Houser, Parker Bolte, Dwaine Spieker, Brittany Webber, Clayton Bratcher, Jason Karsky, and Matt Eischeid; City Administrator Wes Blecke; City Clerk Betty McGuire; and City Attorney Amy Miller. One vacancy.

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 Brodersen advised the public that a copy of the Open Meetings Act was located on the table in 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 Bratcher made a motion, which was seconded by Councilmember Webber, to approve the minutes of the meetings of April 15, 2025, and April 29, 2025, and to waive the readings thereof. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: ACES, SE, 1161.39; AMERITAS, SE, 72.00; AMERITAS, SE, 197.87; AMERITAS, SE, 35.00; AMERITAS, SE, 4072.16; AMERITAS, SE, 123.95; APPEARA, SE, 133.92; ARKFELD LOCK, SE, 741.75; BARCO MUN PRODUCTS, SU, 2686.45; BIO-ELECTRONICS, SE, 430.00; BOMGAARS,

SU, 1099.37; BSN SPORTS, SU, 494.98; BSN SPORTS, SU, 1099.99; CDW GOVERNMENT, SE, 4427.14; CENTRAL PUMP & MOTOR, SE, 3967.02; CIRBA SOLUTIONS SERVICES, SU, 125.50; CITY EMPLOYEE, RE, 568.74; CITY EMPLOYEE, RE, 115.87; CITY EMPLOYEE, RE, 639.72; CITY EMPLOYEE, RE, 1854.89; CITY EMPLOYEE, RE, 1815.23; CITY EMPLOYEE, RE, 48.25; CITY EMPLOYEE, RE, 702.87; CITY OF WAYNE, PY, 132527.09; CITY OF WAYNE, RE, 560.21; COLONIAL RESEARCH, SU, 413.70; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 1000.00; COMMUNITY REDEVELOPMENT AUTHORITY, RE, 7000.00; COMMUNITY SAFETY NET, FE, 160.00; CREDIT BUREAU SERVICES, RE, 126.41; DAS STATE ACCTG-CENTRAL FINANCE, SE, 537.60; DEARBORN LIFE INSURANCE COMPANY, SE, 82.56; DGR & ASSOCIATES, SE, 35638.00; DUTTON-LAINSON COMPANY, SU, 5722.57; EAKES OFFICE PLUS, FE, 40.49; ECHO GROUP, SU, 116.80; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 299.77; ELLIS HOME SERVICES, SE, 95.00; EMRY, ROBIN, RE, 150.00; FASTWYRE BROADBAND, SE, 922.24; FLAGSHIP PUBLISHING, SE, 2070.00; FLOOR MAINTENANCE, SU, 372.44; GRAPHIC CONTROLS ACQUISITION CORP, SU, 1192.52; GROSSENBURG IMPLEMENT, SU, 17162.73; HAWKINS, SU, 3081.88; HIGHLAND MATERIALS, SU, 1768.00; HILAND DAIRY, SE, 166.21; HILAND DAIRY, SE, 143.93; HOMETOWN CAFÉ, SU, 119.84; ICMA, SE, 148.60; ICMA, SE, 270.84; ICMA, SE, 158.98; ICMA, SE, 11421.45; ICMA, SE, 617.03; ICMA, SE, 572.26; ICMA, SE, 272.00; ICMA, SE, 170.50; ICMA, SE, 214.81; ICMA, SE, 1300.04; ICMA, SE, 369.23; IRS, TX, 22140.38; IRS, TX, 15086.95; IRS, TX, 5178.04; J.P. COOKE COMPANY, SU, 271.11; JACK'S UNIFORMS, SE, 100.00; JEO CONSULTING GROUP, SE, 7674.81; JOHNSON HEALTH TECH RETAIL, SE, 723.48; JORGENSEN, SHELLEY, RE, 150.00; KELLY SUPPLY COMPANY, SU, 334.96; KEPCO ENGRAVING, SU, 39.60; LARA, SANDRA, RE, 200.00; LAUREL ADVOCATE, SU, 51.50; MARCO, SE, 12.13; MARCO TECHNOLOGIES, SE, 180.50; MICHAEL TODD INDUSTRIAL SUPPLY, SU, 1425.20; MOTOROLA SOLUTIONS, SE, 169566.00; NE DEPT OF REVENUE, TX, 6958.98; NE DEPT OF REVENUE-COMPLIANCE DIV, RE, 138.99; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 205.00; NNEDD, SE, 8003.82; NORTHEAST NE INS AGENCY, SE, 14238.00; NORTHEAST POWER, SE, 30712.14; ODEYS, SU, 241.49; OMAHA MAGAZINE, FE, 1680.00; O'REILLY AUTOMOTIVE STORES, SU, 286.83; OVERDRIVE, SU, 1453.21; PEERLESS WIPING CLOTH, SU, 595.47; PIERSON PAINTING, SE, 6000.00; PRAIRIE PLAINS RESOURCE INSTITUTE, SU, 1430.00; PREMIER BIOTECH, SE, 72.18; QUALITY 1 GRAPHIC, SU, 145.00; REELSTRONG, SU, 14560.51; SERVER SUPPLY. COM, SU, 13445.93; SILVER SILO DESIGN, RE, 58500.00; SKARSHAUG TESTING LAB, SE, 499.56; STAPLES, SU, 41.09; STATE NEBRASKA BANK & TRUST, RE, 53221.25; STATE NEBRASKA BANK-PETTY CASH, RE, 650.00; STATE NEBRASKA BANK-PETTY CASH, RE, 108.13; THE RETROFIT COMPANIES, SE, 303.75; TRI-STATE COMMUNICATIONS, SU, 1024.00; TRUJILLO, IRVIN, RE, 50.00; VAN DIEST SUPPLY, SU, 1448.75; WAYNE COUNTY AG, FE, 1500.00; WESCO, SU, 15211.39; WESCO, SU, 195.70; WINTER EQUIPMENT COMPANY, SU, 4277.51; WISNER WEST, SU, 71.08; WORLD ARCHIVES, SU, 777.00; WYNIA, KATIE, SE, 330.00; AMERITAS, SE, 197.87; AMERITAS, SE, 35.00; AMERITAS, SE, 3812.74; AMERITAS, SE, 72.00; AMERITAS, SE, 133.32; AMGL, SE, 700.00; APPEARA, SE, 182.24; B & D SECURITIES, RE, 5000.00; BLUE CROSS BLUE SHIELD, SE, 55516.41; BROWN, SANDY, RE, 427.19; CHASE PAYMENTECH, SE, 5610.33; CHASE PAYMENTECH, SE, 559.13; CHASE PAYMENTECH, SE, 25.90; CITY EMPLOYEE, RE, 507.94; CITY OF WAYNE, PY, 130809.41; COONEY FERTILIZER, SU, 4074.14; ELECTRICAL ENGINEERING & EQUIPMENT, SU, 140.58; FLOOR MAINTENANCE, SU, 757.17; GODFATHERS PIZZA, SU, 152.94; HELENA AGRI-ENTERPRISES, SU, 1400.00; HILAND DAIRY, SE, 99.87; ICMA, SE, 617.03; ICMA, SE, 572.26; ICMA, SE, 11421.45; ICMA, SE, 1300.04; ICMA, SE, 214.81; ICMA, SE, 148.60; ICMA, SE, 158.98; ICMA, SE, 272.00; ICMA, SE, 270.84; ICMA, SE, 170.50; ICMA, SE, 369.23; IRS, TX, 5094.42; IRS, TX, 14658.86; IRS, TX, 21782.88; JEO CONSULTING GROUP, SE, 14918.56; MAIN STREET GARAGE, SE, 1623.93; MUTUAL OF OMAHA, SE, 369.00; NE DEPT OF REVENUE, TX, 6779.46; NORTHEAST POWER, SE, 4983.00; ONE CALL CONCEPTS, SE, 96.48; PAC N SAVE, SU, 1072.95; PLUMBING & ELECTRIC SERVICE, SE, 16547.93; PLUMBING & HEATING WHOLESALE, SU, 1079.67; PLUMBING & HEATING WHOLESALE, SU, -9,347.37; PLUNKETT'S PEST CONTROL, SE, 1047.96; PLUNKETT'S PEST CONTROL, SE, 324.45;

SEBADE CONSTRUCTION, SE, 2450.00; STATE NEBRASKA BANK & TRUST, SE, 78.96; TOTAL GRAPHICS, SE, 1107.00; WASTE CONNECTIONS, SE, 35.50

Councilmember Eischeid made a motion, which was seconded by Councilmember Bratcher, to approve the claims. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Mayor Brodersen declared the time was at hand for the public hearing to consider the Planning Commission's recommendation regarding the Final Plat for the "Riley's Addition."

The applicant is the City of Wayne. The Planning Commission met on May 5, 2025, and is recommending approval of the Final Plat, with the "Findings of Fact" being consistency with the current and future land use maps and the Comprehensive Plan and staff's recommendation.

Joel Hansen, Street and Planning Director, 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, Mayor Brodersen closed the public hearing.

Councilmember Eischeid introduced Resolution 2025-28, and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2025-28

A RESOLUTION APPROVING THE FINAL PLAT FOR THE "RILEY'S ADDITION," CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Marlen Chinn, Police Chief, reviewed the updated Interlocal Agreement to Share Law Enforcement Services between the City and Wayne State College (WSC). The term of this agreement, again, is 3 years and puts an officer on campus three nights per week (18 hours).

Cody Westerhold, Dean of Students for Wayne State College, was also present to answer questions.

Councilmember Karsky introduced Resolution No. 2025-29 and moved for its approval; Councilmember Houser seconded.

RESOLUTION NO. 2025-29

A RESOLUTION APPROVING INTERLOCAL AGREEMENT TO SHARE LAW ENFORCEMENT RESOURCES BETWEEN THE CITY OF WAYNE AND THE BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES, D/B/A WAYNE STATE COLLEGE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

The following Resolution would approve the plans and specs for the “Wayne Prairie Park - Phase 4 East Ditch Storm Sewer Project.” Jordan Utesch, Engineer with Olsson, was present (via zoom) to answer questions. The Engineer’s estimate on this phase of the project was \$360,000. This project should be completed by September/October.

It was noted this project would be paid for out of Street Funds and not Grant Funds.

Councilmember Bratcher introduced Resolution No. 2025-27 and moved for its approval; Councilmember Bolte seconded.

RESOLUTION NO. 2025-27

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE “WAYNE PRAIRIE PARK - PHASE 4 EAST DITCH STORM SEWER PROJECT” AND AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Bob Soukup, representing Carlson West Povondra Architects (via zoom), presented Application and Certificate of Payment No. 8 from Otte Construction Company, LLC, in the amount of \$85,648.00 for the “Wayne Parks & Rec Maintenance Building Project.”

Keith Moje, representing Otte Construction Company, LLC, updated the Council on the project.

Councilmember Bolte made a motion, which was seconded by Councilmember Karsky, approving Application and Certificate of Payment No. 8 in the amount of \$85,648.00 to Otte Construction Company, LLC, for the “Wayne Parks & Rec Maintenance Building Project.” Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Administrator Blecke stated the following Ordinance is brought before you as requested at the Retreat to consider changing the Council meeting dates from the first and third Tuesdays to the first and third Mondays of the month. The Planning Commission did not have an issue with changing the date they meet from the 1st Monday to the 4th Monday of the month.

Councilmember Eischeid suggested this be effective the first meeting in July, which is July 7th.

After discussion, Councilmember Eischeid introduced Ordinance 2025-8, and moved for its approval, with the effective date for said change being the first Monday in July, which is July 7th; Councilmember Houser seconded.

ORDINANCE NO. 2025-8

AN ORDINANCE AMENDING WAYNE MUNICIPAL CODE TITLE III ADMINISTRATION, CHAPTER 31 CITY COUNCIL, SECTION 31-27 REGULAR MEETINGS; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried. The second reading will take place at the next meeting.

Mayor Brodersen requested Council consideration to appointing Austyn Houser as the Council Representative to the Wayne Community Redevelopment Authority.

Councilmember Webber made a motion, which was seconded by Councilmember Spieker, approving the appointment of Austyn Houser as Council Representative to the Wayne Community Redevelopment Authority. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried.

Councilmember Eischeid made a motion, which was seconded by Councilmember Spieker, to enter into executive/closed session to conduct the City Administrator's evaluation, with the purpose being to prevent the needless injury to the reputation of the City Administrator, and to allow City Clerk McGuire to be in attendance. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and executive/closed session began at 5:54 p.m.

Mayor Brodersen again stated the matter to be discussed in executive/closed session relates to the evaluation of the City Administrator.

Councilmember Spieker made a motion, which was seconded by Councilmember Bratcher, to resume open session. Mayor Brodersen stated the motion, and the result of roll call being all Yeas, the Mayor declared the motion carried, and open session resumed at 6:23 p.m.

There being no further business to come before the meeting, Mayor Brodersen declared the meeting adjourned at 6:23 p.m.



Vendor	Payable Description	Payment Total
OTTE CONSTRUCTION	PARK/REC MAINTENANCE BUILDING	85,648.00
ACE HARDWARE & HOME	JANITORIAL SUPPLIES/SHELVING UNIT/WEED CONTROL	128.20
ALCOHOL COUNTERMEASURE SYSTEMS, INC.	ALCOHOL TEST SOLUTION	179.80
APPEARA	LINEN & MAT SERVICE	90.31
APPEARA	MAT SERVICE	169.91
AUTO ANATOMY ALTERNATIVES, INC	DOOR PIN REPAIR	167.66
AUTOMATIC SYSTEMS CO	BOOSTER STATION FLOW METER	6,469.31
AUTUMN CUSTOM SEEDING, LLC	PRAIRIE PARK POND AND TRAIL SEEDING	15,600.00
BAKER & TAYLOR BOOKS	BOOKS	825.43
BLACK HILLS ENERGY	GAS BILLS	1,563.22
BOK FINANCIAL	HIGHWAY REF 2019 BOND (228,982.50)	657,862.50
	TAX MUNI IMPROVEMENTS 2024 BOND (98,437.50)	
	TAX SUPP MUNI 2023 BOND (105,387.50)	
	ELECTRIC REV REF 2020 BOND (225,055.00)	
CARHART LUMBER COMPANY	POSTS/FASTENERS/BOLTS/SCREWS	282.48
CENGAGE LEARNING INC	BOOKS	53.28
CINTAS	FIRST AID SUPPLIES	440.04
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	502.00
CIRBA SOLUTIONS SERVICES	BATTERY RECYCLING BUCKET	125.50
CITY EMPLOYEE	BUILDING PERMIT DEPOSIT REFUND	1,000.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	109.03
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	614.61
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	150.90
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	1,017.74
CITY EMPLOYEE	VISION REIMBURSEMENT	235.50
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	62.58
CITY OF NORFOLK	911 MISCELLANEOUS BILLING	130.48
CITY OF WAYNE	UTILITY REFUNDS	2,513.03
CIVICPLUS	DESIGN RATE	320.00
COPY WRITE PUBLISHING	SHIPPING CHARGES/LETTERHEAD	1,147.00
CORE & MAIN LP	1" IPERL WATER METERS	1,668.23
CORNERSTONE LLC	REFUND TAXES	1,024.24
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	16,839.22
COUNTRY NURSERY INC	DOWNTOWN POTTED PLANTS	600.00
DAS STATE ACCTG-CENTRAL FINANCE	INTERNET POLE CHARGES	74.73
DAVIS FORD	ECONOLINE VAN CHECK ENGINE LIGHT	338.78
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY INSURANCE	3,552.66
DEMCO INC	BAGS/BOOKMARKS/LABELS	169.30
EAKES OFFICE PLUS	EGOLDFAX/PORTING FEE	40.49
ED M. FELD EQUIPMENT CO INC	COMPRESSOR FILTER CARTRIDGE/OIL FILTER MAINTENANCE	403.75

ELECTRONIC ENGINEERING CO	AUDIO CEILING SPEAKERS & INSTALLATION	2,591.03
ENVIRONMENTAL SERVICES, INC.	DEMO SURVEY	609.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	334.70
GERHOLD CONCRETE CO INC.	CONCRETE	465.78
GERHOLD CONCRETE CO INC.	TRANSFER STATION CONCRETE	5,534.09
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	1,559.55
GRANBERG, KAREN	AUDITORIUM DEPOSIT REFUND	200.00
GROSSENBURG IMPLEMENT INC	DURALIFT BUCKET TRUCK HYDRAULIC FITTING REPAIR	146.76
HELENA AGRI-ENTERPRISES, LLC	PROMATE	120.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	112.15
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	92.01
HOLMES, JODI	AUDITORIUM DEPOSIT REFUND	200.00
INGRAM LIBRARY SERVICES	BOOKS	762.68
JASON JORGENSEN	REFUND RIGHT OF WAY FEE	35.00
JMB CONTRACTING LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
JOHN'S WELDING AND TOOL LLC	STRAIGHTEN BEND CABLE GUIDE	105.00
KARR, JOHN	MEMBERSHIP OVERPAYMENT	10.00
KONE	CITY HALL ELEVATOR MAINTENANCE 3/1/25-2/28/26	2,130.96
KTCH AM/FM RADIO	GREEN TEAM MOVIE & CHAMBER COFFEE ADS/CH OPEN HOUSE	1,326.00
	LIFEGUARD/SUMMER SIGN UP ADS	
LIGHT OF THE WORLD GOSPEL MINISTRIES	FREEDOM PARK DEPOSIT REFUND	150.00
LUTT OIL	GASOLINE/VEHICLE REPAIRS	7,748.56
LUTT TRUCKING	HAUL WOODCHIPS	375.00
MACQUEEN EQUIPMENT	STREET SWEEPER REBUILD	18,512.81
MEADOWVIEW ESTATES	RIGHT OF WAY DEPOSIT REFUND	500.00
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	0.30
MEYER, INC.	PLAYGROUND WOODCHIPS	1,250.00
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	356.07
MIGHTY DUCTS	POOL CONTRACT CLEANING	5,981.30
MILLER LAW	ATTORNEY FEE	6,343.75
MUNICIPAL SUPPLY INC	WATTS TOTAL RELIEF KIT	536.98
NEBRASKA GENERATOR SERVICE LLC	SERVICE/TESTING ON GENERATORS	2,284.45
NEBRASKA PUBLIC POWER DIST	TRANSMISSION SUBSTATION CHARGES/METER REPORTS	8,250.24
NIELSEN TREE FARM	TREES	6,180.00
NMPP ENERGY	SLEIS/CERTIFICATE COMPLIANCE	3,000.00
NO SWETT FENCING	BACKSTOP NETTING	1,600.00
NORTHEAST NE INS AGENCY INC	INSURANCE ON GATOR	314.00
OPTK NETWORKS	POLICE ETHERNET SERVICES	408.54
O'REILLY AUTOMOTIVE STORES, INC.	BATTERIES/DOOR LOCK	1,663.49
O'REILLY AUTOMOTIVE STORES, INC.	IGNITION COIL/MODULE	104.75
PICK TRUCKING INC.	HAUL STREET SWEEPER FROM LINCOLN/HAUL PAYLOADER TO S.C	892.50
PIERSON PAINTING, LLC	INSTALL FILING CABINET PLATFORMS/UPPER CABINETS	1,800.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	111.95
POSTMASTER	POSTAGE ON UTILITY BILLS	1,217.66
QUALITY FOOD CENTER	COFFEE/SCOURING BAR	31.76
RIEKES EQUIPMENT CO	HOIST INSPECTION/REPAIRS	2,484.81
SCHULTZ, EVERETT	RIGHT OF WAY DEPOSIT REFUND	500.00
SCHWARZENBACH, ROBERT	FREEDOM PARK DEPOSIT REFUND	150.00
STADIUM SPORTING GOODS	SHIRTS/EMBROIDERY	72.00
STAN HOUSTON EQUIPMENT CO	STARTER ASSEMBLY	85.00

STAPLES, INC	OFFICE SUPPLIES	51.68
STAPLES, INC	OFFICE SUPPLIES	342.32
STUDIO 2B DESIGN CO	NEBRASKA LIFE AD DESIGN	105.00
SUPERCIRCUITS	KEYFOBS	509.00
THRASHER	BUILDING PERMIT DEPOSIT REFUND	500.00
TITAN MACHINERY-SC	LOADER LINKAGE REPAIRS	11,129.13
TOTAL GRAPHICS	DISPATCH/REC RUN CLUB SHIRTS/MEDALS/RIBBONS	2,386.33
TYLER TECHNOLOGIES	RECEIPT PRINTER	1,403.00
US BANK	TECH SUPPLIES/METER/DVDS/BOOKS/EASTER PROMOS-ECON DEV	17,811.62
	SUBSCRIPTIONS/SIGNS/SIREN BATTERIES	
US FOODSERVICE, INC	SENIOR CENTER NOON MEAL SUPPLIES	2,661.82
UTILITY EQUIPMENT CO	COUPLING/PVC PIPE/FITTINGS/DECALS/MARKING POST	2,228.12
VAN DIEST SUPPLY	DIBRO GRANULES	305.00
VERIZON	CELL PHONE PAYMENTS	674.83
VOLKMAN PLUMBING & HEAT	FIRE HALL HVAC REPAIRS	845.20
WAYNE AUTO PARTS	COUPLERS/FILTERS/BRAKELEEN/DRAIN TOOL/TERMINAL RINGS	357.65
WAYNE COUNTY CLERK	CRA FILING FEE	10.00
WAYNE COUNTY CLERK	FILING FEES	22.00
WAYNE HERALD	LIBRARY/SENIOR CENTER ADS	174.00
WAYNE HERALD	ADS AND NOTICES	2,822.70
WAYNE HERALD	CAC ADS/SUMMER SIGN UP	479.00
WAYNE HERALD	GREEN TEAM ADS	417.00
WAYNE HIGH SCHOOL	PARKING TICKET REMITS	3,347.00
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	280.00
WESCO DISTRIBUTION INC	VINTAGE HILL/SAWYER ADDITION SUPPLIES/FUSE/TAPE	18,630.31
WESTERN AREA POWER ADMIN	ELECTRICITY	24,135.25
WISNER WEST	FD GASOLINE	44.68
ZACH HEATING & COOLING	CITY HALL WASHER/DRYER	2,700.00
ZIMCO SUPPLY	FERTILIZER	5,210.50
	Grand Total:	991,943.68

RESOLUTION NO. 2025-30

WHEREAS, Gini, LLC, d/b/a “Fast Pik,” made application to the Nebraska Liquor Control Commission for a Retail Class D Liquor License at 310 S Main Street, Wayne, Wayne County, Nebraska; and

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

WHEREAS, notice of hearing on said application was published in one issue of the Wayne Herald on May 8, 2025; and

WHEREAS, a hearing was held on May 20, 2025, and all persons desiring to present evidence for or against said application were heard.

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

PASSED AND APPROVED this 20th day of May, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

Nebraska Secretary of State

GINI, LLC

Mon Apr 28 10:48:12 2025

SOS Account Number

10159158

Status

Active

Principal Office Address

1105 SOUTH BROAD STREET

FREMONT, NE 68025

USA

Registered Agent and Office Address

HEMAL PATEL

1105 S. BROAD ST.

FREMONT, NE 68025

Designated Office Address

1105 S. BROAD ST.

FREMONT, NE 68025

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Mar 09 2012

Next Report Due Date

Jan 01 2027

Associated Entities

Account Number	Name	Type	Status
2504240071	FAST PIK	Trade Name	Active

Filed Documents

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

Document	Date Filed	Price	
Certificate of Organization	Mar 09 2012	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 26 2013	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Document	Date Filed	Price	
Record of Determination	Apr 02 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Apr 09 2015	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 03 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Non Payment of Taxes	Jun 02 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	Jun 12 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jun 12 2017	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Record of Determination	Apr 05 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Administrative Dissolution	Jun 28 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Reinstatement	Feb 28 2020	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 09 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 03 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 07 2025	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)



Additional Information Requested

File Number: 88169

LICENSE TYPE

ADDITIONAL INFORMATION DATE
RECEIVED

Class D Beer, Wine, Spirits Off
Sale Only

2025-04-28

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

LICENSEE TYPE

Gini, LLC

Corporation

DOING BUSINESS AS

CORPORATE NUMBER

Fast Pik

INCORPORATION DATE

2012-03-09

CORRESPONDENCE ADDRESS

1105 South Broad Street
Fremont NE 68025

MAILING ADDRESS

1105 South Broad Street
Fremont NE 68025

PHYSICAL ADDRESS

1105 South Broad Street
Fremont NE 68025

CONTACT NAME

PREFERRED CONTACT METHOD

David G. Hartmann

Email

CONTACT PHONE
(402) 721-6160

ALTERNATE PHONE

FAX

EMAIL

dhartmann@yostlawfirm.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Hemal Patel	President		100

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 107250 (Active) - Class D Beer, Wine, Spirits Off Sale Only (May 01, 2024 - Apr 30, 2025)
LUTT OIL & SERVICE (LUTT OIL & SERVICE LLC)

ADDITIONAL INFORMATION REQUESTED

Please do not reply to this email. Please submit the following information through your Actions Required Dashboard:

1. Please provide an alcohol inventory that only lists alcohol.
2. Hemal birth date is not listed correctly on the Privacy Acy Statement. Please correct it and reupload the document.
3. Please list the date that the Temporary Operating Permit is being requestde for on the Application for Temporary Operating Permit.
4. Please provide the birh certificate, passport, naturalization papers or employment authoirzation card for Hemal and Kinjalben.

Please let me know if you have any questions.

Victoria Trevino - 402-471-4893

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Alcohol Inventory	Copy of InitialInventory_4-2-25.pdf	
Privacy Act Statement	20250428154139897.pdf	
Temporary Operating Permit (TOP)	20250428154214329.pdf	
Additional Document	CamScanner 04-28-2025 11.28 Hemal.pdf	Hemal Patel Passport
Additional Document	Kinjal passport.pdf	Kinjal Hemal Passport
Alcohol Inventory	Copy of InitialInventory_4-2-25.pdf	
Privacy Act Statement	20250428154139897.pdf	
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Additional Document	Kinjal passport.pdf	Kinjal Hemal Passport

APPLICANT

Trisha Rohlf

Name	Size	Quantity
Windsor	750 ml	5
Captain Morgan	750 ml	2
McCormick Gin	750 ml	12
McCormic Vodka	750 ml	2
Titos Vodka	750 ml	2
Crown Royal	750 ml	2
Captain Morgan	375 ml	6
McCormick Vodka	375 ml	4
Fireball	375 ml	6
Malibu Cocunut Rum	375 ml	2
Barcardi Rum	375 ml	3
Grande Canadian	375 ml	1
Windsor	375 ml	5
Dr McGillicuddys Cherry	375 ml	1
Crown Royal	375 ml	10
Jim Beam	375 ml	10
Titos Vodka	375 ml	5
Dekuper Peach Tree	200 ml	7
All Jack Daniels	375 ml	9
Titos Vodka	200 ml	7
All Crown Royals	50 ml	26
All Captain Morgans	50 ml	14
Fireball	50 ml	61
Windsors	50 ml	27
Jagermister	50 ml	34
All Jack Daniels	50 ml	25
All Smirnoff	50 ml	1
Titos Vodka	50 ml	3
Blue Chair Bay	50 ml	11
Four Roses	50 ml	11
Malibu Cocunut Rum	50 ml	7
Jim Beam	50 ml	22
Ole Smokey Moonshine	50 ml	11
Michelob Ultra	single	16
Bud Light	single	32
Bud w/Clamato	single	15
Busch Light	single	29
Michelob Ultra Alum	single	15
Coors Light	single	22
Mikes Hard Lemonade	single	9
Twisted Tea	single	13
Crown Royal Teas	4 pack	5
Carbliss	4 pack	1

Michelob Ultra	4 pack	8
Snow Beast Winter Ale	4 pack	1
Budweiser 16 oz	6 pack	5
Busch Light 16 oz	6 pack	3
Carbliss Tropical	8 pack	4
Bud Chelada	6 pack	2
Michelob Ultra Bottles Alum cans	8 pack	8
White Claws	6 pack	4
Truly's Vodka	8 pack	3
Cayman Jacks	6 pack	2
Coors 16 oz cans	6 pack	6
Natural Light	6 pack	6
Modelo	6 pack	2
Corona Extra	6 pack	3
Corona Premier	6 pack	2
Keystone 16 oz cans	6 pack	14
Mikes Hard Lemonad	6 pack	6
Michelob Alum Bottles	8 pack	15
Bud cans	12 pack	19
Budlight bottles / Budweiser	12 pack	12
Budlight cans	12 pack	9
Twisted Tea	12 pack	2
Michelob light bottles and cans	12 pack	11
Smirnoff Ice	12 pack	4
Miller High Life Bottles	12 pack	3
Mikes Harder Freeze	12 pack	2
White Claw	12 pack	3
Pabst Blue Ribbon	12 pack	1
Coors Light Can and Bottles	12 pack	12
Buschlight cans	12 pack	6
Bud Bottles	6 pack	3
Budlight bottles	6 pack	4
Keystone	15 pack	2
Bud	18 pack	6
Budlight 12 oz cans	18 pack	10
Busch Light cans	18 pack	7
Coors Light	18 pack	4
Budlight bottles	20 pack	2
Budlight 12 oz cans	24 pack	6
Budlight 16 oz cans	24 pack	7
Buschlight	30 pack	32
Keystone	30 pack	1
Miller Highlife	30 pack	2
Old Milwaukee	30 pack	2



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 88169

LICENSE TYPE

Class D Beer, Wine, Spirits Off
Sale Only

APPLICATION DATE RECEIVED

2025-04-24

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Gini, LLC

LICENSEE TYPE

Corporation

DOING BUSINESS AS

Fast Pik

CORPORATE NUMBER

INCORPORATION DATE

2012-03-09

CORRESPONDENCE ADDRESS

1105 South Broad Street
Fremont NE 68025

MAILING ADDRESS

1105 South Broad Street
Fremont NE 68025

PHYSICAL ADDRESS

1105 South Broad Street
Fremont NE 68025

CONTACT NAME

David G. Hartmann

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 721-6160

ALTERNATE PHONE

FAX

EMAIL

dhartmann@yostlawfirm.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Hemal Patel	President		100

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 107250 (Active) - Class D Beer, Wine, Spirits Off Sale Only (May 01, 2024 - Apr 30, 2025)
LUTT OIL & SERVICE (LUTT OIL & SERVICE LLC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Convenience with Gas

PREMISES NAME

Fast Pik

OPERATOR

Hemal Patel

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

310 South Main Street, Wayne NE 68787-1945

MAILING ADDRESS

CONTACT NAME

Trisha Rohlfs

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 721-6160

ALTERNATE PHONE

FAX

EMAIL

trohlf@yostlawfirm.com

PREMISES MANAGER

Hemal Patel

PREMISES MANAGER EMAIL

tomstexaco@gmail.com

QUESTIONS

Class D Beer, Wine, Spirits Off S

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

Has any officer, member, owner, or manager named in 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 (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

60 x 30

3. Will a basement be used for alcoholic storage or sale?
No
4. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
one floor - ground floor
5. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
6. Is premises to be licensed within 300 feet of a college campus or university?
No
7. Are you acquiring any alcohol prior to obtaining this liquor license?
Yes
(document uploaded)
8. What date do you intend to open for business?
5/2/2025
9. What are the anticipated hours of operation?
5:30 am - 10 pm
10. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
Yes
RVR Bank, Fremont, Nebraska
11. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No
12. Is anyone listed on this application a law enforcement officer?
No

- 13 List the primary bank and/or financial institution to be utilized by the business.
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.
RVR Bank, Fremont, Nebraska 68025
Hemal Patel
- 14 Do you have prior experience or training in selling, serving or managing alcohol sales?
Yes
Hemal Patel owns other convenient / gas stores which sell alcohol.
- 15 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?
Yes
- 16 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)
Yes
- 17 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.
Gini LLC dba Shell, Fremont, Nebraska, #118854
Gini LLC dba Andy's Quick Stop, Oakland, Nebraska, #122969
- 18 Has the premises location been previously licensed within the last 2 years?
Yes
- 19 Are you applying for a Temporary Operating Permit?
Yes
(document uploaded)

20 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Hemal Patel

21 What is the manager's address?

209 Boulevard Street
Fremont NE 68025

22 What is the manager's phone number?

712.389.8784

23 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Dodge, Nebraska

24 What is the manager's email address? An email will be sent to them to obtain their personal information.

hamal1101@gmail.com

25 Is the manager married?

Yes

Kinjal Patel

kinjal.smiles@gmail.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Business Plan	Business Plan.pdf	
Lease / Deed / Purchase Agreement	Purchase Agreement - Fully Executed.pdf	
Premises Description & Diagram	20250421154617957.pdf	
Privacy Act Statement	20250421154759690.pdf	
Temporary Operating Permit (TOP)	20250421162150207.pdf	
Alcohol Inventory	Alcohol Inv.pdf	
Privacy Act Statement	kinjal fingerprint 2025.pdf	

APPLICANT

Trisha Rohlfs

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

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

Gini, LLC Business Plan

Executive Summary

Lutt Oil & Service is an existing gas and convenience store serving the Wayne, Nebraska community. The business will continue operating the same way it has in the past while also working to attract more business to grow in the future.

Management

The business will be owned by Gini, LLC, a Nebraska limited liability company, with sole member being Hemal Patel. The business will be managed by Hemal Patel as the representative of Gini, LLC.

Products and Services

Lutt Oil & Service is a convenience store which sells gas, beer, wine and spirits and other convenience store items.

Company Summary

The plan is to continue to run the business as it has been run and to expand and grow the customer base for even more success in the future.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of the 6th day of February, 2025 ("Effective Date") by and between GINI, LLC, a Nebraska Limited Liability Company (together with its successors, assigns and/or designees, "Buyer"), and Lutt Oil & Service, LLC, a Nebraska Limited Liability Company (together with its successors, assigns and/or designees, collectively, "Seller"), and Rod Lutt and Christin Cook-Lutt as to Article 4.

WHEREAS, Buyer desires to purchase certain property, which includes a fuel station, mechanic shop/service station, and touchless car wash, located at: 310 South Main Street, Wayne, NE 68787, owned by Seller (the "Business") and Seller desires to sell such property to Buyer pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Buyer and Seller agree as follows:

ARTICLE 1. DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. The following terms shall have the meanings set forth below:

1.1.1 Agreement. "Agreement" shall mean this Purchase Agreement, including the following exhibits attached hereto and hereby made a part hereof:

Exhibit A	Legal Description
Exhibit B	Permitted Exceptions
Exhibit C	Assigned Contracts
Exhibit D	Excluded Assets
Exhibit E	Bill of Sale
Exhibit F	Standardized Inventory Count Procedure
Exhibit G	Equipment List

1.1.2 Article. "Article" shall mean an article of this Agreement.

1.1.3 Business Day. "Business Day" shall mean any day that is not (a) a Saturday or Sunday, (b) a day on which banking institutions in Nebraska are not obligated or not authorized by law or executive action to be open for the transaction of normal banking business, or (c) a day on which governmental functions in Fremont, Nebraska are interrupted because of extraordinary events such as hurricanes, power outages or acts of terrorism.

1.1.4 Business Inventory. "Business Inventory" shall mean all supplies not to be included in products sold to customers, spare parts and other inventories related to the business, including all such items located on the Real Property, in each case as owned by Seller.

1.1.5 Closing. "Closing" shall mean, concurrently, the transfer of title to the Property to Buyer, the payment to Seller of the Purchase Price and the performance by each party of the other obligations on its part then to be performed, all in accordance with Article 5.4.

1.1.6 Closing Date. "Closing Date" shall mean the date which is fifteen (15) days following the expiration of the Due Diligence Period; *provided, however,* that: (i) the Closing Date may be extended by either party, by written notice delivered to the other party prior to the

Closing Date; and (ii) in no event shall the Closing Date be extended beyond April 1, 2025. The Closing Date, as used in this Agreement, shall mean the initial Closing Date and all extensions of the Closing Date, if any.

1.1.7 Commitment. "Commitment" shall mean the title insurance commitment with respect to the Real Property described in Section 6.1.1.

1.1.8 Convenience Store Inventory. "Convenience Store Inventory" shall mean all on-site and, to the extent paid for by Seller, in-transit merchandise (food, beverages, tobacco, alcohol, store supplies, etc.) held for re-sale to ordinary course customers in the normal course of the convenience store business. Buyer will assume any open purchase orders for which Seller has not paid for Convenience Store Inventory.

1.1.9 Due Diligence Period. "Due Diligence Period" shall mean the period of thirty (30) days following full execution of this Agreement. Buyer shall have the right to extend the Due Diligence Period for one (1) additional period of fifteen (15) days upon delivery of written notice to the Seller prior to the expiration of the Due Diligence Period. The term Due Diligence Period, as used in this Agreement, shall mean the initial Due Diligence Period and all extensions thereof, if any. Buyer shall have the right to terminate this Agreement, at Buyer's sole discretion, for any reason or no reason whatsoever, and receive a refund of the Earnest Money during the Due Diligence Period.

1.1.10 Earnest Money. "Earnest Money" shall mean the earnest money deposit, together with any interest earned thereon, made by Buyer, held by Title Company, and described in Section 3.2.1.

1.1.11 Excluded Assets. "Excluded Assets" shall mean the assets listed on Exhibit D.

1.1.12 Executory Period. "Executory Period" shall mean the period between the Effective Date and the Closing Date.

1.1.13 Fuel Inventory. "Fuel Inventory" shall mean all on-site and, to the extent paid for by Seller, in-transit gasoline and diesel fuel. Buyer will assume any open purchase orders for which Seller has not paid for Fuel Inventory.

1.1.14 Hazardous Materials. "Hazardous Materials" shall mean a material which is designated a "hazardous substance", "hazardous material" or which is otherwise regulated in any manner under any Hazardous Material Law. For the avoidance of doubt, the definition of Hazardous Material shall include petroleum products and derivatives thereof.

1.1.15 Hazardous Materials Law(s). "Hazardous Materials Law(s)" shall mean any federal, state, county, municipal, local, or other law, statute, code, ordinance, rule, or regulation, and any other law which is promulgated to protect human health, natural resources, historic resources, wildlife, or the environment and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, and the Toxic Substances Control Act, as such acts may be amended from time to time.

1.1.16 Improvements. "Improvements" shall mean all buildings, structures, fixtures, and improvements located on the Land, including all underground and above ground storage tanks and associated lines, pipes and equipment used for the storage of petroleum products and located on or under the surface of the Land and all above-ground tank equipment, including pumps and dispensers.

1.1.17 Inventory. "Inventory" shall mean the Business Inventory, Fuel Inventory and the Convenience Store Inventory, collectively.

1.1.18 Included Equipment. "Included Equipment" shall mean all building mechanicals owned by Seller, located on the Real Property, including but not limited to, all shop equipment listed on the attached Exhibit G, retail equipment, fuel pumps fuel tanks, shed, canopy, car wash and trade fixtures.

1.1.19 Land. "Land" shall mean the real property situated at 310 South Main Street, Wayne, NE 68787, said real property being legally described on Exhibit A.

1.1.20 Permitted Exceptions. "Permitted Exceptions" shall mean the exceptions identified on Exhibit B, together with such other matters as are listed and as may be determined to be Permitted Exceptions pursuant to Section 6.2.

1.1.21 Property. "Property" shall mean the Real Property, Inventory, Included Equipment, goodwill, telephone number, trade name, customer lists, business records (copies), and all other tangible and intangible assets associated with the Business, collectively, but excluding the Excluded Assets.

1.1.22 Purchase Price. "Purchase Price" shall mean the purchase price for the Property as described in Section 3.1.

1.1.23 Real Property. "Real Property" shall mean the Land and the Improvements, collectively.

1.1.24 Reports. "Reports" shall mean any existing environmental audits or reports, existing physical inspection reports, real estate tax bills, notices of assessments, and information and documentation regarding any assessment protests for the preceding three (3) years, in Seller's possession, six (6) months of financials for the business located on the Real Property, and plans and specifications of the Improvements on the Real Property, in Seller's possession, if any.

1.1.25 Seller's Knowledge. "Seller's Knowledge" or "Knowledge" shall mean the actual knowledge or awareness of Rod Lutt & Christin Cook-Lutt of Lutt Oil & Service, LLC, a Nebraska Limited Liability Company, after due and reasonable inquiry has been made with respect to the matters referenced thereby.

1.1.26 Survey. "Survey" shall mean the survey with respect to the Real Property described in Section 6.1.2.

1.1.27 Title Company. "Title Company" shall mean Bankers Title Agency of Nebraska, LLC, located at: 14769 California St., Suite 1, Omaha, NE 68154, c/o Patty Boatright.

1.1.28 *Title Evidence.* "Title Evidence" shall mean the title evidence with respect to the Real Property defined in Section 6.1.

ARTICLE 2. PURCHASE AND SALE

Seller hereby agrees to sell, and Buyer hereby agrees to purchase, upon and subject to the terms and conditions hereinafter set forth, the Property.

ARTICLE 3. PURCHASE PRICE

3.1 **Amount and Allocation.** Subject to adjustments in accordance with Section 5.4, the total Purchase Price to be paid by Buyer under this Agreement at Closing is: (a) a cash payment in the amount of Five Hundred and Fifty Thousand and No/100 Dollars (\$550,000.00) (the "Cash Purchase Price"); *plus* (b) the sum of the Closing Fuel Inventory Value, Closing Convenience Store Inventory Value, and Business Inventory Value (each as defined and determined pursuant to Section 3.3). At Closing, Buyer will pay to Seller the Purchase Price (less the amount of the Earnest Money which will be credited to Buyer as set forth in Section 3.2.1) in the manner as set forth in Section 3.2. The parties agree that the Cash Purchase Price is allocated to certain line items of the Property as follows:

Land and Improvements	\$ 50,000
Service / Repair Garage	\$ 180,000
Car Wash - Drive Through	\$ 70,400
Fuel Pumps	\$ 48,000
Fuel Tanks Underground	\$ incl
Shed	\$ 12,800
Concrete Paving	\$ 64,800
Canopy Serv Station Steel	\$ 94,500
Shop Equipment	\$ 21,500
Retail Equipment	\$ 8,000
Goodwill	\$ --
Total	\$ 550,000

3.2 **Manner Of Payment.** The Purchase Price shall be payable as follows:

3.2.1 Within five (5) business days of the Effective Date Buyer shall deposit Fifteen Thousand and No/100 Dollars (\$15,000) with Title Company (the "Earnest Money"), which shall be held and disbursed pursuant to the terms of this Agreement.

3.2.2 The balance of the Purchase Price in cash or by wire transfer of immediately available funds on the Closing Date.

3.3 Inventory Value.

3.3.1 Pursuant to the Standardized Inventory Count Procedure set forth in Exhibit F, on the Closing Date Seller and Buyer will cause an inventory to be conducted of the Convenience Store Inventory at the Real Property for the purpose of determining the value of the Convenience Store Inventory ("**Convenience Store Inventory Value**"). The Convenience Store Inventory (including any in-transit Convenience Store Inventory) will be valued at Seller's actual cost. Unless otherwise mutually agreed, Seller and Buyer will also cause an inventory to be conducted for the Business Inventory, which will be valued at Seller's actual cost, including freight and taxes, as reflected in the most recent invoices for such inventory ("**Business Inventory Value**"). The inventory counts shall be mutually determined by Buyer and Seller. Seller and Buyer will each be entitled to have a representative present during part or all of the inventory process, and any disagreements regarding the values will be discussed and resolved by Seller and Buyer before the Closing, following which such values will be conclusive and binding (it being the parties' intention and understanding that the inventory process should give rise to little room for material disagreement and that any disagreements that do arise will be resolved on-site and without delay during the inventory process).

3.3.2 The value of the Fuel Inventory (the "**Fuel Inventory Value**") will be determined as follows: on the Closing Date, Seller will take an inventory by volume for each grade and type of fuel based on physical "stick" measurements for each tank by product. The value and price of the Fuel Inventory will be the last delivered cost by grade, plus taxes and freight, as determined by Seller's invoices for the same. Water and sediment in the tanks will be deducted from the gallons measured on physical "stick" measurements for each tank taken by Buyer. The Fuel Inventory volume will be adjusted for water and sediment inches (if any) and converted to gallons. All tank inventories will be taken at ambient conditions and calculated at total observed volume. Buyer and Seller will each be entitled to have representatives present to observe the Fuel Inventory readings. The value and price of any in-transit Fuel Inventory will be Seller's actual cost, including freight and taxes, determined by Seller's invoices for the same.

3.4 **Excluded Assets.** Seller is not selling, and Buyer is not purchasing, any assets or rights other than the Property. The items in Exhibit D are excluded from "**Excluded Assets.**"

ARTICLE 4. NON-COMPETITION, NON-SOLICITATION AND NON-DISCLOSURE

4.1 **General.** In consideration of the payment of the Purchase Price, and in order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Rod Lutt, Christin Cook-Lutt and Seller (each an "Owner") hereby covenants and agrees as follows:

- i. without the prior written consent of Buyer, neither Owner nor any of Owner's Affiliates (each, a "**Restricted Person**") shall, for a period beginning on the Closing Date and ending five (5) years from and after the Closing Date (the "**Restricted Period**");
 - A. directly or indirectly through another Person, acquire or own in any manner any interest in any firm, partnership, limited liability company, corporation, association or other Person which (1) engages in the Business within five (5) miles of the City of Wayne, NE (the "Territory") any time during the Restricted Period, or (2) competes in any way with the Buyer in the Business.

- B. be employed by or serve as an employee, agent, officer, manager of, director of, or as a consultant to, any Person which (I) engages in the Business, (II) or competes in any way with the Buyer in the Business; or
- C. utilize his or her special knowledge of the Business or his or her relationships with licensors, licensees, customers, independent contractors, vendors and others to compete directly or indirectly through another Person in any facet of the Business during the Restricted Period.

Each Owner acknowledges and agrees that the covenants set forth in this Article 4 are reasonable and necessary in terms of time, area and line of business to protect the Company's legitimate business interests, which include its interests in protecting the Buyers valuable confidential business information and trade secrets; substantial relationships with licensors, licensees, distributors, vendors and customers throughout the Territory; and, goodwill associated with the ongoing operations of the Buyer.

- ii. Without the prior written consent of Buyer, no Restricted Person shall, and each Restricted Person shall cause his, her or its Affiliates not to, in each case for the Restricted Period, directly or indirectly, for himself, herself, itself or for any other Person, (A) (I) employ, attempt to employ or enter into any contractual arrangement with any employee or former employee of the Company, unless such employee or former employee has not been employed by or affiliated with the Company for a period in excess of twelve (12) months.

4.2 Notwithstanding any terms to the contrary, each Owner may continue to own and operate a tire sales and service company known as Northeast Tire Service, located at 707 Centennial Road, Unit C, Wayne, Nebraska 68787. In addition notwithstanding any terms to the contrary, in such event Buyer ceases to operate the service/repair garage portion of the business, each owner shall then be released from any and all covenants set forth in this Article 4 from that day forward in regards to operating a service/repair garage.

4.3 **Injunction.** It is recognized and hereby acknowledged by the parties hereto that a breach or violation by any Owner or any such Owner's Affiliates of Article 4 may cause irreparable harm and damage to Buyer in a monetary amount which may be virtually impossible to ascertain. As a result, each Owner recognizes and hereby acknowledges that Buyer shall be entitled to an injunction from any court of competent jurisdiction enjoining and restraining any breach or violation of any or all of the covenants set forth in Article 4 by such Owner or any of such Owner's Affiliates, and that such right to injunction shall be cumulative and in addition to whatever other rights or remedies Buyer may possess hereunder, at law or in equity. Nothing contained in this Article 4 shall be construed to prevent Buyer from seeking and recovering from any Owner (or such Owner's Affiliates) Damages sustained by it as a result of any breach or violation by such Owner of any of the covenants or agreements contained herein.

ARTICLE 5. CLOSING

5.1 **Closing.** The Closing will take place on or before the Closing Date with the Title Company or at such other place, date, and time as Seller and Buyer may agree.

5.2 Seller's Closing Documents and Deliveries. At Closing, Seller shall execute, acknowledge (where appropriate), and deliver to Buyer the following, each dated as of the Closing Date:

5.2.1 A warranty deed conveying to Buyer the Real Property, subject only to the Permitted Exceptions.

5.2.2 A warranty bill of sale in the form of Exhibit E conveying to Buyer the Inventory and Included Equipment executed by Seller.

5.2.3 An assignment and assumption agreement in a mutually agreed upon form (the "**Assignment and Assumption Agreement**") to transfer the Assigned Contracts to Buyer, which shall include, but not be limited to the Cenex brand contract.

5.2.4 All keys in Seller's possession or control to all locks on the Improvements.

5.2.5 All documents and instruments which Buyer or Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant to this Agreement.

5.2.6 A settlement statement consistent with this Agreement executed by Seller.

5.3 Buyer's Closing Documents. At Closing, Buyer shall execute, acknowledge (where appropriate), and deliver to Seller the following, each dated as of the Closing Date:

5.3.1 The portion of the Purchase Price payable pursuant to Section 3.2.2, as adjusted pursuant to Section 5.4, in cash or by wire transfer of immediately available funds. The Earnest Money shall be applied to and credited against the Purchase Price and shall be disbursed to Seller by Title Company at Closing.

5.3.2 All documents and instruments which: (a) Seller or Title Company may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement; and (b) may be required of Buyer under applicable law including any revenue or tax certificates or statements.

5.3.3 A warranty bill of sale in the form of Exhibit E conveying to Buyer the Inventory and Included Equipment executed by Buyer.

5.3.4 An Assignment and Assumption Agreement to transfer the Assigned Contracts to Buyer, which shall include, but not be limited to the Cenex brand contract.

5.3.5 A settlement statement consistent with this Agreement executed by Buyer.

5.4 Closing Adjustments. The following adjustments shall be made at Closing:

5.4.1 Any general real estate or personal property taxes, rents and special taxes or assessments for the then current year relating to the Property will be prorated as of the date of Closing and adjusted at Closing and shall be payable by Seller.

5.4.2 Seller shall pay all special assessments (and charges in the nature of or in lieu of such assessments) constituting a lien with respect to any of the Real Property as of the Closing Date.

5.4.3 Seller shall pay all transfer tax regarding the warranty deed to be delivered by Seller to Buyer.

5.4.4 Seller shall pay the cost of preparing and recording any curative title documents.

5.4.5 Seller shall pay for the preparation of the warranty deed and related conveyance documents.

5.4.6 Buyer shall pay the cost of recording the warranty deed and related conveyance documents to be delivered by Seller to Buyer and any Buyer mortgage.

5.4.7 Buyer shall pay for the cost of any Survey if Buyer elects to obtain the same.

5.4.8 Buyer shall pay all premiums required for any Lender's or mortgagee's title insurance policy obtained in connection with this transaction, and any desired endorsements thereto.

5.4.9 Seller and Buyer shall each pay one-half (1/2) of the cost of the Commitment, Owner's title insurance policy, and/or preliminary title opinion.

5.4.10 Buyer and Seller shall each pay one-half (1/2) of any Closing fee payable to Title Company with respect to this transaction.

5.4.11 All utility expenses, including water, fuel, gas, electricity, telephone, sewer, trash removal, heat, and other services furnished to or provided for the Property shall be prorated between Seller and Buyer on a daily basis as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable subsequent thereto. Seller agrees to have all meters with respect to any such utilities read as of the Closing Date.

5.4.12 All other operating costs of the Property shall be prorated between Seller and Buyer on a daily basis as of the Closing Date, with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable to those subsequent thereto.

5.4.13 Buyer shall pay all charges and costs of its inspection, testing, and due diligence in connection with this transaction.

5.4.14 Except as provided in ARTICLE 14, Buyer and Seller shall each pay its own attorneys' fees incurred in connection with this transaction.

ARTICLE 6. TITLE EXAMINATION

6.1 Title Evidence.

6.1.1 Title Insurance. Seller will, within five (5) days after the Effective Date, deliver to Buyer copies of Seller's current title policy and survey for the Real Property, if any. Additionally, Seller, on behalf of Buyer, will order within ten (10) business days after the Effective Date, a title insurance commitment from the Title Company for an Owner's Title Policy, which shall commit to insure good and marketable fee simple title to the Property in Buyer upon Closing, subject to the Permitted Exceptions, and any other exceptions waived or accepted by Buyer (the "**Commitment**"), the cost of which shall be paid one-half (½) by Seller and one-half (½) by Buyer.

6.1.2 Survey. Buyer, within thirty (30) days of the Effective Date and at Buyer's sole cost, may cause a land surveyor, registered in the State of Nebraska, to furnish to Buyer a current ALTA survey of the Real Property (the "**Survey**").

6.1.3 Title Objections. If the Commitment or the Survey discloses any defects in title which would affect marketability of Buyer's contemplated fee simple interest (the "**Title Objections**"), Buyer shall notify Seller of any Title Objections, excluding Permitted Exceptions, no later than ten (10) business days after receipt by Buyer of the Commitment or Survey (the "**Title Objection Notice**"); otherwise, Buyer shall be conclusively presumed to have approved the title to the Real Property. Seller shall have fifteen (15) days after the receipt of the Title Objection Notice in which to cure any title defects identified (the "**Cure Period**") and, if not cured in such time, Buyer may grant Seller additional time to cure the defects, rescind this Agreement or waive such defects by notice in writing given to Seller.

6.1.4 In the event this Agreement is rescinded by Buyer pursuant to Section 6.1.3, Buyer shall be entitled to a refund of the Earnest Money and the parties shall be discharged from all further obligation or liability under this Agreement, except as otherwise specifically provided in this Agreement.

6.1.5 In the event Buyer waives a title defect listed in the Title Objection Notice, the title defect shall become a Permitted Exception.

6.1.6 The title insurance policy shall be delivered by Escrow Agent pursuant to the commitment within a reasonable time after Closing.

6.2 Permitted Exceptions. The Property shall be sold and conveyed subject to: (a) those matters set forth on Exhibit B attached hereto; (b) such liens, claims, municipal betterments, encumbrances, exceptions and matters as Buyer shall be willing to waive as exceptions to title; and (c) the lien of real estate taxes, assessments, water rates or meter charges and sewer rents subject to adjustment as provided herein (the matters set forth in this Section 6.2 being collectively referred to as the "**Permitted Exceptions**").

The existence of any mortgages, liens, county, or municipal betterments, claims or encumbrances, or unpaid franchise or business corporation taxes which are not Permitted Exceptions shall not be grounds for an objection to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Buyer at the Closing together with the required recording and/or filing fees.

ARTICLE 7. CONDITIONS PRECEDENT

7.1 Conditions In Favor Of Buyer. The obligations of Buyer under this Agreement are contingent upon each of the following:

7.1.1 On or before the expiration of the Due Diligence Period: (a) Buyer shall have determined that it is satisfied with the matters and conditions disclosed by the reports, investigations and tests received or performed by Buyer pursuant to Sections 9.1 and 9.2; and (b) obtained an irrevocable commitment for financing from a third-party lender in accordance with Section 18.12 to finance its purchase obligations hereunder ("**Loan Commitment**"). In the event Buyer determines, in its sole and absolute discretion, that matters and conditions disclosed by the reports, investigations and tests received or performed by Buyer pursuant to Sections 9.1 and 9.2 are unacceptable, Buyer may terminate this Agreement by providing Seller with written notice of such termination on or before the expiration of the Due Diligence Period, upon which the Earnest Money shall be refunded to Buyer.

7.1.2 On the Closing Date, each of the representations and warranties of Seller in Section 8.1 shall be true and correct, in all material respects, as if the same were made on the Closing Date.

7.1.3 On the Closing Date, Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required under this Agreement.

7.2 Conditions In Favor Of Seller. The obligations of Seller under this Agreement are contingent upon each of the following:

7.2.1 On the Closing Date, each of the representations and warranties of Buyer in ARTICLE 8 shall be true and correct, in all material respects, as if the same were made on the Closing Date.

7.2.2 On the Closing Date, Buyer shall have performed all of the obligations required to be performed by Buyer under this Agreement as and when required under this Agreement.

If any of the conditions in this Section 7.2 have not been satisfied on or before the Closing Date, then Seller may terminate this Agreement by notice to Buyer on or before the Closing Date, subject, however, to ARTICLE 15. The conditions in this Section 7.2 are specifically stated and for the sole benefit of Seller. Seller in its discretion may unilaterally waive (conditionally or absolutely) the fulfillment of any one or more of the conditions, or any part thereof, by notice to Buyer.

ARTICLE 8. REPRESENTATIONS AND WARRANTIES AND OPERATING COVENANTS

8.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as of the date of this Agreement as follows:

8.1.1 Seller is duly qualified to transact business in the State of Nebraska. Seller has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation

of Seller enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Seller pursuant hereto have each been duly authorized by all necessary action on the part of Seller and that such execution, delivery, and performance does and will not conflict with or result in a violation of any agreement to which Seller and/or any of the Property is bound or subject.

8.1.2 Seller has not: (a) made a general assignment for the benefit of creditors; (b) filed any involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors; (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (d) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets; (e) admitted in writing its inability to pay its debts as they come due; or (f) made an offer of settlement, extension or composition to its creditors generally.

8.1.3 There are and will be prior to Closing no liens or Uniform Commercial Code liens, other than Permitted Exceptions, created by Seller against any of the Property which will not be satisfied out of the Purchase Price or from other funds of Seller at or before Closing.

8.1.4 To the Seller's Knowledge, no assessments have been made against any portion of the Property which are unpaid (except ad valorem taxes for the current year), whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement and prior to Closing.

8.1.5 To Seller's Knowledge, Seller has secured all permits, registrations, licensures, and other similar items which are necessary for the operation of a fuel station and any such permit, registration, licensure, or similar item is currently in full force and effect.

8.1.6 Seller has received no written notice alleging that the Property or Seller has failed to comply with any Hazardous Material Laws and, to Seller's Knowledge: (a) the Property has complied and is in compliance in all material respects with all Hazardous Material Laws; and (b) there are no conditions on the Property that are in violation of, or which may give rise to liability under, Hazardous Material Laws and Seller has no reason to believe any such conditions exist.

8.2 Operations Pending Closing. From the Effective Date until date of Closing or earlier termination of this Agreement:

8.2.1 Seller shall not enter into any leases for the Property.

8.2.2 Seller shall not amend or modify (other than non-material amendments or modifications, or amendments and/or modifications which do not survive the Closing) or renew any, or enter into any new, service contracts that will survive the Closing.

8.2.3 Seller shall not create any right, title or interest whatsoever in or to the Property or create any voluntary lien, thereon without promptly discharging same on or prior to Closing.

8.2.4 Seller shall inform Buyer of Seller's receipt or Knowledge of any written notice of actual or potential litigation relating to the Property or of any material change impacting any representation or warranty made by Seller within this Agreement.

8.3 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as of the date of this Agreement as follows:

8.3.1 Buyer is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is duly qualified to transact business in the State of Nebraska. Buyer has the requisite power and authority to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto. This Agreement has been duly executed and delivered by Buyer and is a valid and binding obligation of Buyer enforceable in accordance with its terms. This Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant hereto have each been duly authorized by all necessary action on the part of Buyer and that such execution, delivery and performance does and will not conflict with or result in a violation of Buyer's organizational or charter documents or any judgment, order, or decree of any court or arbiter to which Buyer is a party, or any agreement to which Buyer and/or any of the Property is bound or subject.

8.3.2 Buyer has not: (a) made a general assignment for the benefit of creditors; (b) filed an involuntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors; (c) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets; (d) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets; (e) admitted in writing its inability to pay its debts as they come due; or (f) made an offer of settlement, extension, or composition to its creditors generally.

ARTICLE 9. INSPECTION; CONDITION OF PROPERTY AT CLOSING

9.1 Right Of Entry. From the Effective Date through and including the end of the Due Diligence Period, Buyer and its employees, agents and independent contractors shall have the right to enter the Property during normal business hours and upon reasonable prior written notice to Seller to inspect the same, perform surveys, environmental assessments, soil and other tests and for other investigations and activities consistent with the purposes of this Agreement. Seller hereby authorizes Buyer to perform any invasive testing or sampling of the Property as Buyer deems necessary to assess the environmental conditions upon the Property. Buyer hereby agrees to and shall indemnify, defend, protect and hold Seller harmless of, from and against any and all liabilities, suits, claims, losses, causes of action, liens, fines, penalties, costs and expenses, and damages sustained by or asserted against Seller which are caused as a result of Buyer's, or its agents, negligence or willful misconduct in connection with any inspections or examinations described in this Section 9.1, except to the extent such claims are caused by the negligence or willful misconduct of Seller. The foregoing indemnity shall survive termination of this Agreement. In the event the diligence described in this Section 9.1 discloses conditions or potential liabilities which Buyer deems, in its sole and absolute discretion, to be unacceptable, Buyer shall have the right to terminate this Agreement in accordance with Section 7.1.

9.2 Delivery Requirements. To the extent not previously delivered by Seller to Buyer, Seller shall deliver to Buyer within a reasonable time after the Effective Date copies of the Reports with respect to the Property to the extent in the possession and control of Seller. Buyer understands that the data set forth in said Reports is provided for informational purposes only, and Buyer acknowledges and agrees that: (a) Seller makes no warranty or representation whatsoever as to the accuracy, appropriateness, or completeness thereof; and (b) Buyer and/or any third-party acting or claiming by, through, or under Buyer shall not rely thereon, but shall rely instead on their own independent investigations and tests.

9.3 Condition of Property and Indemnification for Environmental Liability. Seller shall indemnify and hold Buyer and its successors and assigns harmless from and against any and all liability attributable to Hazardous Material in, at, about, or under the Property and from any and all claims causes of action based upon any violation, alleged violation, or non-compliance Hazardous Materials Laws arising from the actions, inactions, or omissions of Seller or its predecessors upon the Property prior to the Closing Date. Buyer shall indemnify and hold Seller harmless from and against any and all liability attributable to Hazardous Materials in, at, about, or under the Property which were brought onto the Property after the Closing Date and from any and all claims or causes of action based upon any Hazardous Materials Laws which arise from the actions of Buyer after the Closing Date.

ARTICLE 10. SPECIAL PROVISIONS

10.1 Assigned Contracts. Under and subject to the terms of this Agreement, at Closing, Buyer will assume and agree to pay, perform and satisfy when due each obligation of Seller that is scheduled to be performed after Closing under the terms of the agreements, contracts, licenses, commitments, arrangements or understandings, written or oral, including any sales order or purchase orders of Seller which are described on Exhibit C attached hereto and incorporated herein (collectively, the "**Assigned Contracts**") which shall include any open purchase orders entered into by Seller between the Effective Date and the Closing Date. For the avoidance of doubt, Buyer shall not assume and shall not be liable under any contracts or agreements which are not listed on Exhibit C, and Seller shall defend and indemnify Buyer from and against any liability arising from or relating to the same.

10.2 Transferred Employees. Immediately before Closing, Seller will relocate or otherwise terminate all employees performing services at or with respect to the Property. Buyer may offer employment, effective immediately after the Closing, to any or all of such employees not being retained and relocated by Seller (the "**Offered Employees**" and any Offered Employees accepting such offer will be referred to as "**Hired Employees**"), upon such terms and conditions as Buyer elects in its sole discretion. Seller will use commercially reasonable efforts to assist Buyer in hiring all Offered Employees. Nothing in this Agreement will obligate Buyer to make any offer of employment to anyone or provide continued employment to any employee of Seller.

10.3 Collection of Accounts Receivable After Closing. From and after the Closing, if Seller receives or collects any funds relating to any accounts receivable attributable to the Property after Closing, Seller will remit such funds to Buyer within two (2) days after its receipt thereof. Correspondingly, if Buyer receives or collects any funds relating to any accounts receivable attributable to the Property or any rights to monies for any period prior to the Closing Date, Buyer will remit such funds to Seller within two (2) days after its receipt thereof.

10.4 Licenses and Permits. Seller will make best efforts to assist Buyer in transferring or obtaining any necessary permits and licenses to operate Buyer's business at the Property.

ARTICLE 11. CASUALTY

If prior to Closing any material portion of the Property is damaged or destroyed by fire or other casualty, Seller shall immediately give notice thereof to Buyer, and Buyer at its option (to be exercised within fifteen (15) days after Seller's notice) may either (a) terminate this Agreement, or (b) proceed to Closing and receive at Closing either a payment or an assignment of all amounts recovered or recoverable by Seller on account of property insurance actually maintained by Seller on the Property. As used in this ARTICLE 11, the term "**material portion of the Property**" shall

mean damage to the Property that would cost in excess of twenty-five percent (25%) of the Cash Purchase Price to repair. Notwithstanding the foregoing, the removal of the underground storage tanks and canopy shall not be considered a material portion of the Property.

ARTICLE 12. CONDEMNATION

If prior to Closing eminent domain proceedings are commenced against the Property, Seller shall immediately give notice thereof to Buyer, and Buyer at its option (to be exercised within fifteen (15) days after Seller's notice) may either (a) terminate this Agreement, or (b) proceed to Closing and receive at Closing either a credit against the Purchase Price in the amount of the award, in the case of a completed eminent domain proceeding, or an assignment of all rights in eminent domain, in the case of a pending eminent domain proceeding. As used in this ARTICLE 12, the term "material portion of the Property" shall mean a portion of the Property having a fair market value in excess of twenty five percent (25%) of the Cash Purchase Price.

ARTICLE 13. BROKERS

The Seller hereby acknowledges and agrees that the Seller has employed the services of a real estate broker (the "Broker") in connection with the purchase and sale transaction contemplated by this Purchase Agreement. The Seller further acknowledges and agrees that the Seller shall be solely responsible for the payment of any and all commissions, fees, or other compensation owed to the Broker in connection with this transaction. The Buyer shall have no liability or obligation whatsoever with respect to the Broker's compensation.

ARTICLE 14. DEFAULT

If either party shall default in any of their respective obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate (which date shall be not less than fifteen (15) days after the giving of such notice), may terminate this Agreement, and upon such date, unless the default so specified shall have been cured, this Agreement shall terminate. In the case of any default by Buyer, Seller's sole and exclusive remedies shall be: (a) termination of this Agreement as provided above, in which case Seller may demand all or a portion of the Earnest Money as liquidated damages, which shall be Seller's sole and exclusive remedy with respect to Buyer's default hereunder; or (b) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement. In the case of any default by Seller, Buyer's remedies shall be (x) termination of this Agreement as provided above, in which event the Earnest Money shall be returned to Buyer and Seller shall compensate Buyer for any and all reasonable costs and expenses (including transactional fees, attorney's fees relating to the structuring and negotiating the transaction contemplated by this Agreement, and consulting or other professional fees) actually incurred by Buyer in anticipation of the transaction contemplated by this Agreement, or (y) waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement. No termination of this Agreement shall release any party from any indemnity obligations on its part under this Agreement which this Agreement specifically provides are to survive a termination hereof.

ARTICLE 15. TERMINATION; CONFIRMATION

Except as expressly provided in this Agreement to the contrary, if this Agreement is terminated pursuant to the terms hereof, the Earnest Money shall be returned to Buyer and upon such return the respective rights of Buyer and Seller arising out of this Agreement shall immediately cease

with the exception of those rights contained herein which expressly survive termination of this Agreement.

ARTICLE 16. ASSIGNABILITY

Either party may assign its rights under this Agreement with the prior written consent of the other party, which consent shall not be unreasonably withheld. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

ARTICLE 17. NOTICES

Any notice, consent, waiver, request, or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally or when mailed by certified or registered United States mail, return receipt requested, postage prepaid, or when dispatched by nationally recognized overnight delivery service, in any event, addressed to the party's address as follows:

If to Buyer:	GINI, LLC. Attn: Hemal Patel 1105 S. Broad Street, Fremont, NE 68025
with copy to:	David C. Mitchell, Attorney Yost Law Firm 81 West 5 th Street Fremont, NE 68025 dcm@yostlawfirm.com
If to Seller:	Lutt Oil & Service, LLC Attn: Rod Lutt 310 South Main Street Wayne, NE 68787
with copy to:	_____ _____ _____ _____

or to such party at such other address as such party, by ten (10) days' prior written notice given as herein provided, shall designate, provided that no party may require notice to be sent to more than two (2) addresses. Any notice given in any other manner shall be effective only upon receipt by the addressee.

ARTICLE 18. MISCELLANEOUS

18.1 Entire Agreement; Modification. This Agreement embodies the entire agreement and understanding between Buyer and Seller, and supersedes any prior oral or written agreements, representations, and statements relating to this transaction. This Agreement may not be amended, modified, or supplemented except in a writing executed by both Buyer and Seller. No term of this Agreement shall be waived unless done so in writing by the party benefited by such term.

18.2 Survival; No Merger. The terms of this Agreement shall survive and be enforceable after the Closing and shall not be merged therein.

18.3 Governing Law; Waiver of Jury Trial. This Agreement shall be governed by the laws of the State of Nebraska. In recognition of the benefits of having any disputes in connection with this Agreement resolved by an experienced and expert person, Seller and Buyer hereby agree that any suit, action or proceeding (whether a claim or counterclaim) brought or instituted by a party to this Agreement or any event, transaction or occurrence arising out of or in any way connected with this Agreement or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. Each party expressly waives any right to a trial by jury in any such suit, action or proceeding.

18.4 Severability. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

18.5 Time Of The Essence. Time is of the essence under this Agreement.

18.6 Binding Effect. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of Buyer and Seller.

18.7 Counterparts; Facsimile or Email Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Signatures to this Agreement, any amendment hereto and any notice given hereunder, transmitted by facsimile or by email shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Agreement (and any amendment hereto) with its actual signature to the party, but the failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own facsimile signature or PDF or TIF signature sent by email and shall accept the facsimiled or emailed signature of the other party to this Agreement.

18.8 No Third-Party Beneficiaries. Except as otherwise specifically provided in this Agreement, no rights, privileges or immunities of either Seller or Buyer under this Agreement shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Agreement.

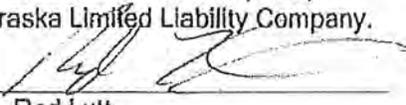
18.9 Rules Of Construction. This Agreement shall not be interpreted in favor of or against either Buyer or Seller merely because of their respective efforts in preparing it.

18.10 Buyer's Financing. In the event Buyer is arranging for financing for some or all of the purchase of the Property through a third-party lender, Buyer shall use its best efforts to apply for such financing within fifteen (15) days of the Effective Date. In the event, after using its best efforts to secure financing, Buyer is unable to obtain the Loan Commitment prior to expiration of the Due Diligence Period, Buyer shall have the right to terminate the Agreement in accordance with Section 7.1.1 and, upon any such termination, the Earnest Money shall be disbursed to Buyer.

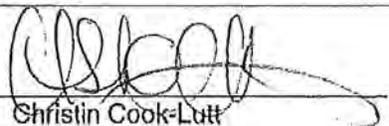
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed and delivered as of the date first-above written.

SELLER: Lutt Oil & Service, LLC,
a Nebraska Limited Liability Company.

By: 
Rod Lutt

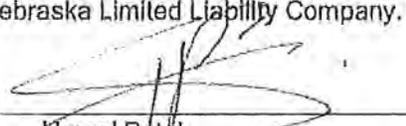
Title: _____

By: 
Christin Cook-Lutt

Title: _____

By: _____

BUYER: GINI, LLC,
a Nebraska Limited Liability Company.

By: 
Hemal Patel

Title: Sole Member of GINI, LLC, a Nebraska
Limited Liability Company

JOINDER OF TITLE COMPANY

Bankers Title Agency of Nebraska, LLC ("Title Company") hereby acknowledges receipt of Earnest Money in the amount of fifteen thousand dollars (\$15,000) pursuant to the attached Purchase Agreement made as of _____, 2025 by and between GINI, LLC, a Nebraska corporation ("Buyer"), and Lutt Oil & Service, LLC, a Nebraska Limited Liability Company ("Seller") (the "Purchase Agreement"), and agrees to act as escrow agent and hold and disburse the Earnest Money in accordance with the terms of this Joinder and the attached Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

All Earnest Money shall be held in an FDIC insured interest-bearing account with interest accruing to the benefit of Buyer, unless Seller receives the Earnest Money pursuant to the Purchase Agreement, in which event the interest shall also be disbursed to the Seller.

The sole duties of Title Company shall be those described herein, and Title Company shall be under obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Title Company may conclusively rely upon and shall be protected in acting upon any notice, consent, order, or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Title Company's part. Title Company may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Buyer and Seller hereby acknowledge such fact and indemnify and hold harmless Title Company from any action taken by it in good faith in reliance thereon. Title Company shall have no duty of liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in the Purchase Agreement. Title Company shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, Title Company may continue to hold the same or commence an action in interpleader and in connection therewith remit the same to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Title Company for any action taken by it in good faith in the execution of its duties hereunder.

Title Company has executed this Joinder as of the date provided below.

Dated: February _____, 2025

BANKERS TITLE AGENCY OF NEBRASKA, LLC

By: _____
Patty Boatright, Office Manager

EXHIBIT A

Legal Description

S-T-R: 13-26-3 PT E 1/2 SE ¼, LOT 7, SOUTHWEST ADDITION OF WAYNE, WAYNE COUNTY NEBRASKA.

Formerly Known As (F/K/A):

Part of the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 13, Township 26 North, Range 3, East of the 6th P.M., Wayne County, Nebraska, commencing at a point 345 feet South and 40 feet West of the Northeast corner of said Southeast Quarter and thence running South 100 feet; thence West 150 feet; thence North 100 feet; thence East 150 feet to the place of beginning, all in the City of Wayne, Wayne County, Nebraska, EXCEPTING HOWEVER that portion thereof conveyed to The State of Nebraska, Department of Roads, set forth in Warranty Deed recorded July 24, 2005, on Document No. 050969, in the records of said County. (Tax Lot 6)

Part of the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 13, Township 26 North, Range 3, East of the 6th P.M., Wayne County, Nebraska, described more particularly as follows: Commencing at a point 445 feet South and 40 feet West of the Northeast corner of said Southeast Quarter and running thence South 195 feet; thence West 150 feet; thence North 195 feet; and thence East 150 feet to the place of beginning. (Tax Lots 7 and 8)

--The Legal Description in the final Title Insurance Commitment to govern.

EXHIBIT B

Permitted Exceptions

[To be drafted and incorporated by the Parties]

EXHIBIT C

Assigned Contracts

[To be drafted and incorporated by the Parties]

EXHIBIT D

Excluded Assets

[To be drafted and incorporated by the Parties]

EXHIBIT E

Bill of Sale

THIS BILL OF SALE (this "Agreement") is made and entered into this ____ day of _____, 2025 (the "Effective Date") by GINI, LLC, a Nebraska Limited Liability Company ("Buyer"), and Lutt Oil & Service, LLC, a Nebraska Limited Liability Company ("Seller").

RECITALS

A. Seller and Buyer are parties to that certain Purchase Agreement dated _____, 2025 (the "Purchase Agreement"), pursuant to which Seller and Buyer agreed to sell and Buyer agreed to purchase certain real property in Wayne County, Nebraska, such real property legally described on Exhibit A-1 attached hereto (the "Real Property") and other property related to the operation of the business located thereon.

B. In connection with the transactions contemplated by the Purchase Agreement, Seller desires to sell, and Buyer desires to purchase, the property hereinafter described.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used but not defined herein shall have the meanings as set forth in the Purchase Agreement.

2. **Conveyance.** Seller does hereby bargain, sell and convey marketable title to Buyer and its successors and/or assigns, free and clear of all liens security interests and encumbrances, all of Seller's right, title, and interest, if any, to all Inventory and Included Equipment, except the Excluded Assets, owned by Seller.

3. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, Seller and Buyer have executed this Bill of Sale as of the date first above written.

**SELLER: Lutt Oil & Service, LLC,
a Nebraska Limited Liability Company.**

Rod Lutt

By: _____

Christin Cook-Lutt

By: _____

**BUYER: GINI, LLC,
a Nebraska Limited Liability Company.**

By: Hemal Patel

Name: _____

Title: Sole Member of GINI, LLC, a Nebraska
Limited Liability Company

EXHIBIT A-1

Legal Description of Real Property

S-T-R: 13-26-3 PT E 1/2 SE ¼, LOT 7, SOUTHWEST ADDITION OF WAYNE, WAYNE COUNTY NEBRASKA.

Formerly Known As (F/K/A):

Part of the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section 13, Township 26 North, Range 3, East of the 6th P.M., Wayne County, Nebraska, commencing at a point 345 feet South and 40 feet West of the Northeast corner of said Southeast Quarter and thence running South 100 feet; thence West 150 feet; thence North 100 feet; thence East 150 feet to the place of beginning, all in the City of Wayne, Wayne County, Nebraska, EXCEPTING HOWEVER that portion thereof conveyed to The State of Nebraska, Department of Roads, set forth in Warranty Deed recorded July 24, 2005, on Document No. 050969, in the records of said County. (Tax Lot 6)

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--The Legal Description in the final Title Insurance Commitment to govern.

EXHIBIT F

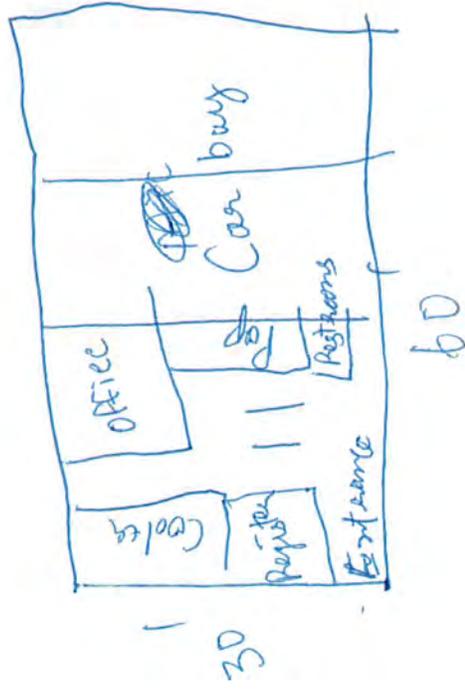
STANDARDIZED INVENTORY COUNT PROCEDURE

Count at Retail Less 25% to Reduce to Cost:	Description
Cigarettes	
Food Service	Inclusive of items going towards a sellable unit. Example: Hotdog includes: hotdog, bun, container, condiments, etc. Fountain/Coffee includes: cup, lid, straw/stir stick, coffee, cappuccino, fountain bag in box, etc.
Other Tobacco	Cigars, Moist Tobacco, etc.
Beer	
Wine	
Liquor	
Pkg Beverage	All non-alcoholic cold vault beverage items
Candy	
Dairy	Milk
Package Commissary Deli	
Froze/Ice Cream	Frozen food, novelty ice cream, gallon ice cream
Snacks	
Grocery	
HBA	
General Merchandise	Novelty, lighters, etc.
Automotive	

**All other supplies are deemed part of the Business Inventory.

EXHIBIT G
EQUIPMENT LIST

1 Floor Jack	
Bulk Def Tank with Pump	Messinger Oil
Floor Hoist	
Floor Hoist	
2 Oil Drain Carts	
2 Oil Bulk Tanks and Pumps	Messinger Oil
Coats 1250 Wheel Balancer Tool Weights	
1 Truck Air Wrench	
1 Welder	
1 Electric Battery Charger	
1 Portable Battery Charger	
1 Coats Tire Changing Machine	
Misc-Tools to Change & Fix Tires	
1 Oil Burning Stove	
1 Parts Washer	Does Not Go
1 Portable Torch	Does Not Go
1 Pump to Retrieve Waste Oil	
3 Bulk Oil Tanks for Used Oil	
1 Safe in Storage Area	
1 Ice Machine for Bulk Ice	
1 GMC Pickup	



APPLICATION FOR TEMPORARY OPERATING PERMIT

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

Name of current licensee (seller): Lutt Oil & Service LLC

Name of applicant (buyer): Gini, LLC

On this date Feb 6, 2025 buyer and seller entered into a contract for sale of the alcohol
(date)

related business known as: Lutt Oil & Service
(Name of business currently licensed)

Located at:

310 South Main Street, Wayne, NE 68787-1945
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: 5/1/25
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.


Signature of Seller

Lutt Oil & Service, LLC by Rod Lutt and Christin Cook-Lutt

Printed Name

4-8-25

Date

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.


Signature of Buyer

Gini, LLC by Hemal Patel

Printed Name

4-21-25

Date

RESOLUTION NO. 2025-31

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

WHEREAS, the annual Wayne Henoween Celebration will be held on Main Street from north side of Fairgrounds Avenue to the south end of 2nd and Main Street, on July 11, 2025, from 2:30 p.m. until midnight, at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

WHEREAS, the annual Wayne Chicken Show parade will be held on Main Street from 1st Street to 10th Street (including the intersections) and 10th Street from Main Street to Lincoln Street, and Lincoln Street from 10th Street to 7th Street on July 12, 2025, from 9:00 a.m. until 11:30 a.m. (or until the end of the parade), at which time the City will relinquish control of this section of Highway 15 back to the Nebraska Department of Transportation; and

WHEREAS, the Wayne Area Chamber of Commerce, in compliance with City of Wayne policy for events held on public right-of-way, will provide special events insurance coverage for both events to indemnify, defend, and hold harmless the City of Wayne and the State of Nebraska from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event; and

WHEREAS, during the above time periods of these events, the City of Wayne acknowledges all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359.

NOW, THEREFORE, BE IT RESOLVED, that during the above time periods of these events, the City of Wayne, Nebraska, accepts and will carry out all duties set out in subsection (2) of LB589/N.R.S. Section 39-1359; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that if a claim is made against the State of Nebraska, it shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

PASSED AND APPROVED this 20th day of May, 2025.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk



WAYNE AMERICA

May 14, 2025

Police Chief Marlen Chinn
City of Wayne
306 Pearl St.
Wayne, NE 68787

Dear Chief Chinn:

On behalf of the Chicken Show Committee, this letter is a request for street closures for the 45th Annual Chicken Show on Friday, Saturday, and Sunday July 11, 12, and 13, 2025. Included are maps with the details for each street closure request.

On Friday, July 11 the Committee is requesting the closure of the following streets from 2:30p until midnight for the Annual Henoween celebration: Main Street from the north side of Fairgrounds Avenue to the south end of Second and Main Street. The committee will secure concrete barriers to be placed at south Second and Main as well as North Fairgrounds Avenue and Main. An additional barrier will be placed along the intersection of Main and First Streets.

On Saturday, July 12, the Committee is requesting the closure of the following streets from 6:00a until 5:00p, for the Annual Chicken Show celebration in Bressler Park: 10th Street from Lincoln Street to Douglas Street; Lincoln from 10th Street to 8th Street. Intersections at 10th and Lincoln Streets, and 9th and Lincoln are requested to be closed, with the intersections at 10th and Douglas and 9th and Douglas open to allow traffic flow adjacent to the park.

The Committee is requesting on behalf of Wayne Kiwanis to close part of East 2nd street from 6:00a to 10:30a on July 12 from the intersection of 2nd and Main to the alley for their omelet feed and seating area.

The Committee is requesting the closure of the following streets for the Parade from 9:00a until 11:30a (or until the end of the parade): Main Street from 1st Street to 10th Street (including intersections) and 10th Street from Main Street to Lincoln Street. Lincoln Street from 10th Street to 7th Street will also be used for the parade. Parade entries will be instructed to exit west on 7th street or continue south on Lincoln. We would like the parade line up streets (W 1st Street from Main to Sherman and then Grainland Road) to be considered closed for the purpose of monitoring entries via golf cart or ATV. Entrants will be informed that candy or other parade toss may not be thrown from any motorized entry.

On Sunday, July 13, we ask that 2nd Street from Main Street to Pearl, and Pearl from 2nd – 3rd including the intersection of 2nd & Pearl Street be closed for the Crowing Motors Car Show from 7:00am to 5:00p. The Crowing Motors Car show will take place Sunday afternoon approximately 11:00a to 4:00p.

We ask that all street closures be properly identified adequately prior to the street closing so that event set -up is not delayed. The Committee suggests that signs be installed early Friday morning for downtown, and Friday evening for Bressler Park and the parade route on 10th and Lincoln Streets. The Chicken Show Committee appreciates your assistance during this event. Please contact us at 402-375-2240 if you have any questions or concerns regarding these requests.

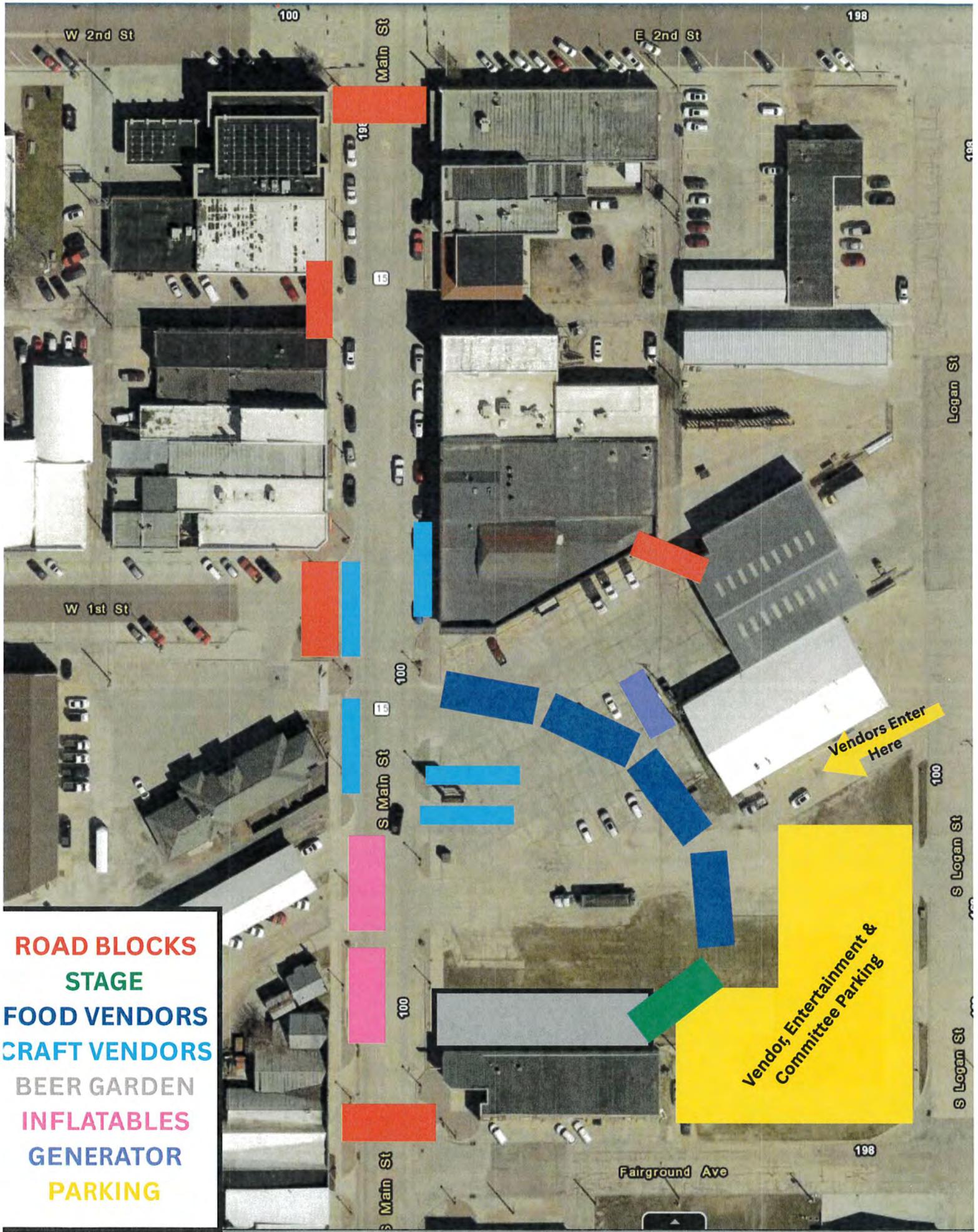
Sincerely,

Rachel Miller

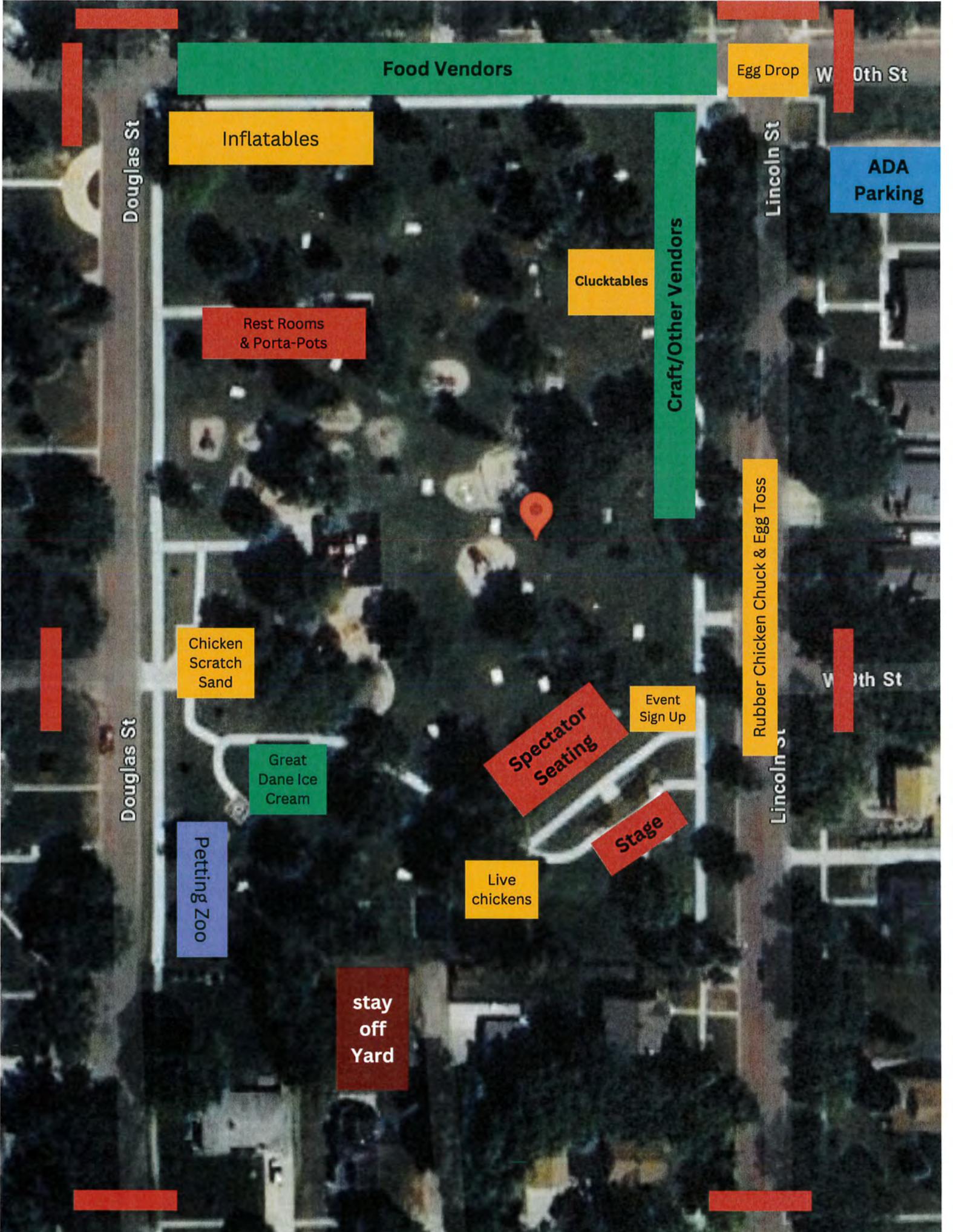
Wayne America, Inc. – Wayne Chicken Show Committee

PROVIDING PROGRESSIVE AND UNIFIED RESOURCES TO ENHANCE WAYNE AMERICA

2025 Wayne Chicken Show - Proposed Henoween Site Layout



- ROAD BLOCKS**
- STAGE**
- FOOD VENDORS**
- CRAFT VENDORS**
- BEER GARDEN**
- INFLATABLES**
- GENERATOR**
- PARKING**



Food Vendors

Egg Drop

W 10th St

Douglas St

Inflatables

Lincoln St

ADA
Parking

Rest Rooms
& Porta-Pots

Clucktables

Craft/Other Vendors



Rubber Chicken Chuck & Egg Toss

Chicken
Scratch
Sand

W 10th St

Great
Dane Ice
Cream

Spectator
Seating

Event
Sign Up

Douglas St

Lincoln St

Petting
Zoo

Stage

Live
chickens

stay
off
Yard



Wayne City
Utility Billing

The Hippe
Smoke Sho
Vaporizer store

Bailey's Hair & Nails

W 3rd St

W 3rd St

Undercut

y Auditorium

N Pearl St

Main St

KEL Physical
Therapy & Wellness
Physical Therapy
& Wellness

Hair E

The Table C

W 2nd St

Car Show
Registration
Fiesta Bank
& Trust - Main Branch

ates
vice

N Pearl

Fiesta Brava
Mexican • \$\$

RESOLUTION NO. 2025-32

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE 15 kV SWITCHGEAR AND 69 kV CONTROL PANEL FOR THE “NORTHEAST SUBSTATION PROJECT.”

WHEREAS, one bid was received on May 13, 2025, for both a 15 kV Switchgear and 69 kV Control Panel for the “Northeast Substation Project;” and

WHEREAS, the bid has been reviewed by the City’s Engineer on the project, DGR Engineering; and

WHEREAS, DGR Engineering is recommending that the bid outlined below be accepted as recommended.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that they find and declare that the bid for the 15 kV Switchgear and 69 kV Control Panel for the “Northeast Substation Project” as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Harold K Scholz Co 7800 Serum Ave Ralston NE 68127	\$622,000.00

and filed with the City Clerk in accordance with the general terms calling for the proposals for the furnishing of labor, tools, materials, and equipment required for said project in the City of Wayne, Nebraska, be and the same are hereby accepted.

PASSED AND APPROVED this 20th day of May, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



May 15, 2025

City of Wayne
Attn: Wes Blecke, City Administrator
513 Main Street
Wayne, NE 68787

RE: **Recommendation of Award of Contract
Furnishing 15 kV Switchgear and 69 kV Control Panel – Northeast Substation**
DGR Project No. 412307

Dear Wes:

We have reviewed the bid received on May 13, 2025 for the above-referenced project. A bid summary form of the bid results is enclosed. We have checked the bid for mathematical accuracy and compliance with the bid specifications. We are hereby prepared to offer the following recommendation.

There was one (1) responsive bid received from Harold K. Scholz Company (HKS) of Ralston, Nebraska for the total purchase price of \$622,000.00 (Base Bid Price \$610,000.00 + Optional Bid Item: Relay and Meter Testing \$12,000.00). HKS' bid included the switchgear, control panel and relay testing. The switchgear breakers are manufactured by Eaton. We are familiar with the HKS and Eaton materials and see of no reason why they would not perform well on this project. We recommend that you award the contract to HKS for a total price of \$622,000.00.

Please review our recommendation and feel free to contact us with any questions you or the Council may have. Please let us know when an award has been made, and we will proceed with preparing the Contract Documents for signatures.

Best Regards,

DGR Engineering

A handwritten signature in black ink that reads 'Paul Davis'.

Paul Davis, P.E.
Enclosure: Bid Summary
PAD:ste

BID SUMMARY

Furnishing 15 kV Switchgear and 69 kV Control Panel - Northeast Substation
 City of Wayne
 Wayne, Nebraska



DGR Project No. 412307
 Bid Letting: May 13, 2025 - 2:00 PM
 City Office
 Page 1 of 1

Bidder and Address	Bid Security	Base Bid Price	Optional Bid Item	Switchgear Mfr	Breaker Mfr	Relay Testing	Guaranteed Delivery Date	Comments
Harold K. Scholz Company 7800 Serum Avenue Ralston, NE 68127	5% Bid Bond	\$610,000.00	\$12,000.00	HKS	Eaton	HKS	8/20/2026	<ul style="list-style-type: none"> • Items C & D will be provided as 1200/2000A • Exceptions and Clarifications

RESOLUTION NO. 2025-33

A RESOLUTION ADOPTING EMPLOYMENT AGREEMENT.

WHEREAS, the City of Wayne, Nebraska, and Wes Blecke, City Administrator, have entered into an employment agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, as follows:

1. The attached Employment Agreement is approved and adopted.
2. The parties are directed to execute said Employment Agreement.

PASSED AND APPROVED this 20th day of May, 2025.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**WAYNE CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

This agreement entered into this 20th day of May, 2025, between the City of Wayne, Nebraska, a municipal corporation, hereinafter referred to as "City," and Wes Blecke, hereinafter referred to as "Employee."

WHEREAS, the City desires to employ the services of Wes Blecke as City Administrator of the City of Wayne, Nebraska, as provided by the Wayne Municipal Code; and

WHEREAS, the Employee desires to obtain employment as the City Administrator of the City under the terms and conditions as hereinafter set forth; and

WHEREAS, it is the desire of the City to provide certain benefits to establish certain conditions of employment, and to set working conditions of the Employee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**SECTION I.
DUTIES**

1.1. The Employee agrees to perform and have the following duties and responsibilities as an integral part of the position of City Administrator as follows:

A. Pursuant to law and the City Administrator's authority, execute all laws of the State of Nebraska applicable to city administrators and municipalities, and ordinances of the City, as are required to maintain the public health, safety, and welfare of inhabitants of the City.

B. Attend all necessary meetings of the governing body and make all necessary and proper recommendations for the proper functioning of the City.

C. Perform all duties required by the Administrator's office, as directed by the City.

D. Prepare and submit to the governing body all reports required by it and that the Employee may consider advisable and appropriate.

E. Keep the governing body fully advised of the City's financial condition.

F. Keep the governing body of the City advised of the City's future needs, based upon the goals of the City.

G. Prepare and submit to the City an annual budget.

H. Serve as City's purchasing agent.

I. Serve as City's general manager of utilities.

J. Recommend rules and regulations for the governing body and departments of the City that may be necessary for efficient, economic conduct of the business of the City.

K. Keep the City advised and informed of the needs and conditions of all agencies and employees under the Employee's direction and maintain continuous liaison with appropriate community groups, organizations, and individuals.

L. Perform all duties and obligations specified in the City Municipal Code and applicable Nebraska Statutes and perform such other legally permissible and proper duties and functions as the governing body may from time to time assign.

1.2. Employee shall be fully informed and current on local government and management and utility management, and except as otherwise set forth herein devote the Employee's full time to the services, employment, and requirements of the City.

1.3. The job description may be adjusted from time to time by the mutual agreement of the parties hereto, although at all times, such job description shall be consistent with and not contrary to the lawful authority given to city administrators by Statute and by local ordinances.

1.4. Subject to the foregoing, Employee may continue his work as athletic coaching, provided such work does not materially interfere with Employee's duties hereunder.

**SECTION II.
BASE SALARY**

2.1. The City agrees to pay Employee for his services rendered hereto based upon an annual base salary of ~~\$132,100.80~~ **\$141,336.00** (~~\$63.51~~ **\$67.95 per hour**). Said annual base salary shall be payable in equal installments at the same time as other employees of the City are paid. Subsequent performance and salary reviews shall be conducted on an annual basis, in approximately May/June of each year, or at such other times as the governing body shall deem necessary or advisable. Salary increases are subject to a satisfactory performance evaluation and will be equal to or greater than those given to other management employees.

**SECTION III.
BENEFITS**

3.1. The City agrees to provide Employee with professional liability insurance for the actions of the Employee conducted within the scope of his employment with the City in an amount of not less than \$1,000,000.00.

3.2. The City agrees to provide Employee, his spouse, and dependents, hospitalization, surgical, and comprehensive medical insurance, and to pay or contribute to the premiums thereon in a manner equal to and upon the same terms and conditions as provided from time to time for other City employees.

3.3. The City agrees to provide Employee with a term life insurance policy in an amount not less than Employee's annual salary. Employee shall have the right to name the beneficiaries, the right of conversion and continuation, and any face value shall belong to the Employee.

3.4. The City agrees to provide Employee with disability leave on the same basis as is provided to other City employees pursuant to the City personnel manual.

3.5. The City agrees to provide Employee with long-term disability insurance coverage equal to that provided to other City employees.

3.6. The Employee shall earn one hundred sixty (160) hours paid vacation leave and may carry over vacation leave up to a maximum of two hundred eighty (280) hours. At least once per year, the Employee shall take not less than forty (40) consecutive hours vacation.

3.7. The City shall provide Employee with time off for all Federal, State and local holidays as from time to time established for all City employees by the governing body.

3.8. The City, being a member of the ICMA Retirement Corporation Deferred Compensation Program, will match the Employee's contribution up to 7% of the employee's monthly salary or in an amount not less than that provided to other city employees.

3.9. The City will pay for professional dues and subscriptions of the employee necessary for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City. These include such organizations as the International City Managers Association, Nebraska City Managers Association, American Public Works Association, Nebraska Planning & Zoning Association, and related subdivisions of these organizations. Conference attendance will be paid by the City, subject to budget consideration and council approval, to the Nebraska conference every year and ICMA conference every year.

3.10. The City agrees to pay Employee a monthly vehicle allowance in the amount of \$100.00 for the use of personal vehicle for City business, and in addition, to reimburse the Employee at the latest maximum IRS approved rate per mile for all use of his personal vehicle for travel on City business outside of the City. The Employee shall record and supply in support of all reimburses mileage, suitable records sufficient to establish the dates, details, and purposes of such travel. The Employee shall also maintain such other recordkeeping as to the use of his personal vehicle for City business, as shall be necessary in order for the City to prepare such reports or maintain such records as may from time to time be necessary or required for Federal or State income tax reporting purposes.

3.11. The City hereby agrees to budget and to pay travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of the Employee, and adequately to pursue necessary official and other functions for the City, and for short courses, institutes, and seminars that are necessary for professional development and for the good of the City when deemed appropriate by the Employee and approved by the City.

3.12. The City recognizes the desirability of representation in and before local, civic, and other organizations, and the Employee is authorized to become a member of such civic clubs or organizations as he may deem appropriate, provided that City will pay membership dues for one such club selected by the Employee.

3.13. All provisions of City ordinances, regulations, and personnel rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other employment benefits, as they now exist or hereafter may be amended, shall also apply to the Employee as they would other employees of the City, in addition to other benefits enumerated specifically herein for the benefit of the Employee, except if they are in conflict with the express provisions of this agreement, in which case this agreement shall supersede any conflicting provision.

SECTION IV. HOURS OF WORK

4.1. It is contemplated that the Employee's duties compensated by the salary and benefits herein established may and will require the commitment of time above and beyond normal business hours, including evening and weekend hours, and that the Employee will be expected to devote more than a basic forty-hour work week to perform those duties. However, in relation to unusual demands upon the Employee's time, the Employee will be allowed to take a reasonable amount of compensatory time off as he shall deem appropriate, although not to the prejudice of his responsibilities as City Administrator.

SECTION V. TERM OF AGREEMENT

5.1. The term of this agreement shall commence on the 1st day of June, 2025, and shall remain in effect through **November 30, 2026** ~~May 31, 2025~~, and may be terminated as provided herein. This agreement and any termination hereunder shall comply with all applicable Federal, State and local laws, codes and regulations, and rules. In the event this Agreement is not terminated as provided herein, the Agreement shall automatically renew for one (1) year from the expiration of this agreement (a "Renewal Term") and will automatically renew for successive Renewal Terms thereafter unless terminated as provided herein. This agreement shall supersede any previous or current employment agreement between Employee and City.

5.2. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee at any time, with or without cause, and the parties acknowledge Employee will serve at the will of the City, subject to the provisions of Section VI of this Agreement.

5.3. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 6.2 of this agreement.

SECTION VI. TERMINATION

6.1. Termination by City for Cause. During any Term, the Mayor may terminate Employee's employment and any and all rights or benefits of Employee or obligations of the City under this Agreement for Cause. Prior to doing so, the Mayor will seek the sense of the Council regarding such termination through a non-binding vote of the Council, but authority for termination shall ultimately reside with the Mayor.

(i) Definition of "Cause." For purposes of this Agreement, "Cause" shall be defined to include any of the following:

- Employee's conviction or plea of guilty or no contest to any felony or any crime involving moral turpitude, dishonesty or fraud;
- Breach of this Agreement;
- Commission of any dischargeable offense as defined in the Personnel Rules of the City;
- Immoral conduct affecting the performance of Employee's duties; or
- Inefficiency or incompetence in office, which Employee has failed to correct after written notice.

6.2. Termination for Reasons Other Than Cause, and Consideration Given for Release of All Claims Against City. Either party may terminate this Agreement during any Term for any reason whatsoever upon sixty (60) days' written notice to the other party.

(i) Sense of Council. In the event the Mayor, during any Term under this Agreement, terminates Employee's employment for reasons other than Cause, prior to such termination, the Mayor will seek the sense of the Council regarding such termination through a non-binding vote of the Council, but authority for termination shall ultimately reside with the Mayor.

(ii) In the event of termination by the Mayor during any term for reasons other than Cause, the City agrees to pay Employee an amount equivalent to six (6) months of Employee's Base Salary and six (6) months of health insurance premiums at the level of coverage at the time of termination, but excluding the City's obligation for (1) retirement, (2) benefits other than as described above in this Section, and (3) any allowances for said six (6) month period. Such payment shall be made over the course of six (6) months, shall commence within thirty (30) days of termination of Employee's employment by the City, and shall be made on the City's regular paydays and pursuant to the City's regular payroll practices ("Severance").

(iii) Conditions of Severance Payment. As a condition to payment of any Severance to Employee, Employee does hereby waive and release the City, and its elected and appointed officials, managers, employees, attorneys, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including but not limited to, an alleged breach of this Agreement (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that Employee's termination by the City deprived Employee of a property interest in continued employment with the City and/or of a liberty interest in Employee's good name and reputation, and will execute appropriate documentation demonstrating such waivers and releases as a condition of payment.

(iv) Employee, in accepting this Severance, agrees after termination of employment with the City that he will voluntarily participate and cooperate with the City in the defense of the City and its elected and appointed officials, managers, employees, attorneys, and agents, and the prosecution of any action or proceeding about which Employee has knowledge, including any litigation related to these actions. Such participation and cooperation includes, for example, agreeing to speak with the City's attorneys at mutually convenient times regarding the facts of the matter and agreeing to make himself available for a deposition and/or trial.

6.3. Termination by Reason of Employee's Death. If Employee dies during the Term of this Agreement, the City shall only be obligated to pay Employee his Base Salary and other compensation up to and including the date of Employee's death.

6.4. Termination by Reason of Employee's Disability. If Employee becomes Disabled during the Term of this Agreement, the City shall be obligated to pay Employee his Base Salary up to and including the date on which it is determined that Employee is Disabled. For purposes of this Agreement, Employee shall be deemed "Disabled" if a physical or mental condition or impairment renders Employee unable to perform Employee's normal and customary duties under this Agreement, with or without reasonable accommodation. If a dispute arises with respect to whether Employee is Disabled, the Disability of Employee shall be determined by a qualified medical doctor mutually selected by the City and Employee. In the event the parties cannot agree on the selection of a qualified medical doctor, each party shall select one qualified medical doctor and these two qualified medical doctors will mutually select a third qualified medical doctor who will then determine whether Employee is Disabled for purposes of this Agreement.

**SECTION VII.
EMPLOYEE EVALUATION**

7.1. The governing body and Employee shall establish a mutually acceptable procedure for evaluating the Employee's performance.

**SECTION VIII.
INDEMNIFICATION**

8.1. The City shall defend, hold harmless, and indemnify the Employee against any tort or professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as City Administrator. The City or its insurance carriers may compromise or settle any such claim or suit, and the City shall pay the amount of any settlement or judgment rendered thereon.

Executed in duplicate.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

Attest:

City Clerk

Employee

**CITY OF WAYNE, NEBRASKA
INVESTMENT AND PORTFOLIO POLICIES**

SCOPE:

This investment policy applies to activities of the City of Wayne, Nebraska with regard to investing the financial assets of all funds of the city including but not limited to the following City funds:

General Fund	Street Fund
City Sales Tax Fund	Transfer Station Fund
Electric Fund	Sewer Fund
Water Fund	Self Funding Insurance Fund
Trust & Agency Fund	Community Development Fund
911 Fund	Capital Projects Fund
Debt Service Fund	Various TIF Funds

OBJECTIVES:

Funds of the city will be invested in accordance with Nebraska Revised Statute 17-607, these policies and written administrative procedures. The City's investment portfolio shall be managed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital in the overall portfolio. Investments shall be made based on statutory constraints and subject to available designated staffing capabilities.

Funds held for future capital projects (i.e., bond proceeds) shall be invested to produce enough income to offset increases in construction costs due to inflation. Where possible, prepayment funds for long-term debt service shall be invested to ensure a rate of return at least equal to the interest being paid on the bonds. Investment of bond reserves shall be monitored (with reviewing auditors as required) to assure compliance with current bond covenants and current IRS regulations, if any.

DELEGATION OF AUTHORITY:

The City Treasurer, also referred to as the investment officer, is the custodian of all money belonging to the City of Wayne. (Statute 16.318) The investment officer is responsible for investment decisions and activities in accordance with the written procedures. The investment officer shall develop and maintain written administrative procedures for the operation of the investment program, consistent with these policies. This commitment of resources shall include financial and staffing considerations.

PRUDENCE:

The standard of prudence to be applied by the investment officer shall be the "prudent investor" rule, which states, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for

investment, considering the probable safety of their capital as well as the probable income to be derived." The prudent investor rule shall be applied in the context of managing the overall portfolio.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price change.

ETHICS AND CONFLICTS OF INTEREST:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Administrator any material financial interest in financial institutions that conduct business within this jurisdiction, and they shall further disclose any personal financial/investment positions that could be related to the performance of this jurisdiction's portfolio. Employees and officers shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to the timing of purchases and sales. Any employee is required to disclose any employment relationship that could cause a potential conflict of interest.

MONITORING AND ADJUSTING THE PORTFOLIO:

The investment officer will routinely monitor the securities of the portfolio, the available markets and the relative values of competing instruments, and will adjust the portfolio according to the written investment procedures.

INTERNAL CONTROLS:

The investment officer shall establish a system of written internal controls. The controls shall be designed to prevent loss of public funds due to fraud, employee error, and misrepresentation by any third parties, unanticipated market changes or imprudent actions by employees and officers of the City.

PORTFOLIO DIVERSIFICATION:

The city will diversify use of investment instruments to avoid incurring unreasonable risks inherent to over investing in specific instruments, including financial institutions or maturities.

Nebraska Revised State Statue 14.564 states:

"Notwithstanding any provision of home rule charter, funds of the city available for such purpose may be invested in securities of the United States, the State of Nebraska, metropolitan city, county in which such metropolitan city is located , or school district of such city, in the securities of municipally owned and operated public utility property and plant of such city, or in the same manner as funds of the State of Nebraska are invested, except that the city treasurer may purchase certificates of deposit from and make time deposits in banks selected as depositories of city funds."

The funds of the city shall be in compliance with any restrictive bond covenants.

The current investments of the city are:

U.S. Treasury Obligations (Bills, notes and bonds)
U.S. Government Agency Securities and Instrumentalities, CD's, Government
Sponsored Certificates of Deposits in Commercial Banks

The current approved Financial Institution (banks) and Investment Firms (brokers) used by the City of Wayne are:

Elkhorn Valley Bank & Trust ~~First National Bank~~, Wayne, Nebraska
State **Nebraska National** Bank, Wayne, Nebraska
F&M Farmers & Merchants Bank, Wayne, Nebraska
BankFirst, Wayne, Nebraska
Edward Jones of Wayne, Nebraska
Nebraska Public Agency Investment Trust
Ameriprise Financial of Wayne, Nebraska (Rath Walling & Associates)

INVESTMENT POLICY:

The City of Wayne has established a six - ten year investment ladder. By using the ladder, the City is able to earn higher yields usually provided over time by longer term investments. When using ladders, the investment officer normally, unless the funds are needed, reinvests in the longer term instrument, thereby, over time, taking advantage of the higher yields.

The risk of reinvesting a sizable amount of money when rates are below average is also reduced by using the investment ladder. Because the ladder involves periodic purchase of new investments, the City avoids the risk of reinvesting the entire portfolio when rates are below average. Over time, the ladder will earn a yield similar to the average yield. Since the City will be earning average yields they will have a more stable income since only a small portion of the portfolio changing each year.

It is the policy of the City of Wayne that investing city reserve funds in local lending institutions provides an economic benefit to the community that generated the funds by supplementing the pool of loan funds available for business development and expansion.

COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS:

Before the city invests any funds, a competitive "bid" process shall be conducted. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be requested for instruments which meet the maturity requirement.

Bids will be requested from approved financial institutions (banks) and investment firms (brokers) for various options with regards to term and instrument. The city will accept the bid from the local (bank) financial institution which provides the highest rate of return within the maturity required and within the parameters of these policies, unless that rate of return is 75 bps or more lower than the rate available through the other listed investment firm (brokers) for an equal or better instrument and term.

Records will be kept of the bids offered, the bids accepted and a brief explanation of the decision which was made regarding the investment. Risk, concentration of credit, date of settlement and date of delivery are among the factors which may allow accepting bids or quotes other than considering the stated investment yield.

SAFEKEEPING AND COLLATERALIZATION:

As in accordance with Nebraska Revised State Statute 15.848, 77.2328, and all other statutes related to investment security or collateralization, the city treasurer shall comply with the laws of the State of Nebraska regarding the investment of the city.

All investment securities purchased by the city shall be held in segregated third-party safekeeping by an institution designated as primary agent. The safekeeping receipts shall be issued to the city listing the specific instrument, rate, maturity and other pertinent information.

REPORT REQUIREMENTS:

The investment officer shall generate such reports as may from time to time be required or needed for management purpose. In addition, the City Council will be provided quarterly reports which will include data on investment instruments being held, as well as such narrative as the investment officer determines necessary for clarification.