

AGENDA
CITY COUNCIL MEETING
COMMUNITY ROOM
WAYNE COMMUNITY ACTIVITY CENTER
November 17, 2020

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

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the southwest wall of the Community Room at the Wayne Community Activity Center as well as on the City of Wayne website at cityofwayne.org/8/Government.

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.

2. [Approval of Minutes – November 3, 2020](#)

3. [Approval of Claims](#)

4. COVID-19 Update

5. Public Hearing: Application for Class D Liquor License – DSF Wayne Short Stop, LLC, d/b/a “Short Stop” (Advertised Time: 5:30 p.m.)

Background: Dan and Shelly Fehringer have made an application for a Class D Liquor License. They have purchased the former G’s Quick Stop at 1034 Main Street.

6. [Resolution 2020-54: Approving Application for Class D Liquor License — DSF Wayne Short Stop, LLC, d/b/a “Short Stop”](#)

7. [Resolution 2020-55: Accepting Bid and Awarding Contract on the “Pine Heights Road & Utility Improvements Project” – CDBG No. 19-PW-017](#)

Background: Jon Mooberry, representing JEO Consulting Group, Inc., will be at the meeting to review the bids received on this project. His recommendation, along with the bidding information, is included in this packet.

8. [Resolution 2020-56: Approving Amendment No. 1 to the Engineering Agreement with JEO Consulting Group, Inc., on the 2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208 – Additional \\$4,744](#)

Background: Jon Mooberry, representing JEO Consulting Group, Inc., will be at the meeting to request Council consideration to approving this amendment for additional construction observation on the project of \$4,744.

9. [Resolution 2020-57: Authorizing the signing of the Year-End Certification of City Street Superintendent Form — 2020](#)

Background: These new requirements are the basis for determining the City's calendar year 2020 incentive funds. This Resolution, along with the Year-End Certification Form, must be approved, signed and returned to the Department of Transportation by December 31, 2020.

10. [Ordinance 2020-20: Granting a Non-Exclusive Franchise to ALLO Communications LLC](#)
11. [Resolution 2020-58: Approving Pole Use Agreement with ALLO Communications LLC](#)
12. Appointments to Problem Resolution Team
13. Action to consider making an offer on Tax Lot 22 in the Northwest Quarter of the Southwest Quarter of Section 18, Township 26 North, Range 4, East of the 6th P.M., Wayne County, Nebraska (111 Fairgrounds Avenue)
14. Adjourn

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**MINUTES
CITY COUNCIL MEETING
November 3, 2020**

The Wayne City Council met in regular session in the Community Room of the Wayne Community Activity Center on November 3, 2020, at 5:30 o'clock P.M.

Mayor Cale Giese called the meeting to order with the following in attendance: Councilmembers Dwaine Spieker, Terri Buck, Jon Haase, Chris Woehler, Jason Karsky, and Matt Eischeid; Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Councilmembers Jennifer Sievers and Jill Brodersen.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on October 22, 2020, and a copy of the meeting notice and agenda were simultaneously given to the Mayor and all members of the City Council. All proceedings hereafter shown were taken while the Council convened in open session.

Mayor Giese advised the public that a copy of the Open Meetings Act was located on the southwest wall of the Community Room of the Wayne Community Activity Center, as well as on the City of Wayne website at cityofwayne.org/8/Government, 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.

New employee Brian Hanson, Park Supervisor, was introduced to the Council.

Councilmember Spieker made a motion, which was seconded by Councilmember Woehler, to approve the minutes of the meeting of October 20, 2020, and to waive the reading thereof. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS - FISCAL YEAR 2019-2020: M&B QUALITY CONCRETE, SE, 111508.85; MIDWEST ALARM SERVICES, SE, 119.84; WAYNE COMMUNITY SCHOOLS, RE, 2521.00

VARIOUS FUNDS - FISCAL YEAR 2020-2021: ROBERT WOEHLE & SONS, SE, 314910.80; ACES, SE, 928.29; AMERITAS, SE, 100.81; AMERITAS, SE, 167.44; AMERITAS, SE, 2279.96; AMERITAS, SE, 72.00; APPEARA, SE, 94.29; APPEARA, SE, 57.62; ARC-HEALTH & SAFETY, SE, 84.00; AUTO ANATOMY ALTERNATIVES, SE, 185.98; BARGHOLZ, CINDY, RE, 650.00; BLACK HILLS ENERGY, SE, 382.87; BLACKSTONE PUBLISHING, SU, 30.91; BLUE CROSS BLUE SHIELD, SE, 50388.43; BOMGAARS, SU, 616.49; BORDER STATES INDUSTRIES, SU, 354.62; BRODERS, RICHARD, RE, 464.98; BROWN SUPPLY, SU, 690.00; CARHART LUMBER COMPANY, SU, 46.16; CENTURION TECHNOLOGIES, FE, 72.00; CENTURYLINK, SE, 425.83; CHEMQUEST, SU, 1787.50; CITY EMPLOYEE, RE, 3294.14; CITY EMPLOYEE, RE, 224.55; CITY EMPLOYEE, RE, 2220.85; CITY EMPLOYEE, RE, 174.10; CITY OF MADISON, FE, 100.00; CITY OF NORFOLK, RE, 1500.00; CITY OF WAYNE, PY, 79469.63; CITY OF WAYNE, RE, 471.90; CITY OF WAYNE, RE, 2220.85; CIVICPLUS, SE, 5913.98; COUNTRY NURSERY, SU, 220.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 448.00; DEARBORN LIFE INSURANCE COMPANY, SE, 96.82; DEMCO, SU, 265.83; DISCOUNT PLAYGROUND SUPPLY, SU, 1177.25; DISPLAY SALES, SU, 1015.50; ECHO GROUP, SU, 24.58; ED M. FELD EQUIPMENT, SU, 1022.00; ED M. FELD EQUIPMENT, SU, 761.00; ELLIS HOME SERVICES, SE, 1545.58; FIREMAN'S ASSOCIATION, RE, 5000.00; FIRST CONCORD GROUP, FE, 2697.80; FLOOR MAINTENANCE, SU, 302.63; GERHOLD CONCRETE, SU, 2872.22; GODFATHERS PIZZA, SU, 104.80; GROSSENBURG IMPLEMENT, SU, 136.39; H2I GROUP, SU, 2225.00; HAWKINS, SU, 585.00; HILAND DAIRY, SU, 123.48; HILAND DAIRY, SU, 161.22; HOMETOWN LEASING, SE, 436.02; ICMA, SE, 7862.79; INTERSTATE BATTERY SYSTEM, SE, 45.95; IRS, TX, 3124.14; IRS, TX, 10011.06; IRS, TX, 13358.94; JEO CONSULTING GROUP, SE, 18945.87; L.G. EVERIST, SU, 1481.95; MAIN STREET GARAGE, SE, 20.00; MAIN STREET GARAGE, SE, 20.00; MARCO, SE, 175.92; MERIT MECHANICAL, SE, 760.50; MILLER LAW, SE, 5416.67; MITCHELL, DENNIS, RE, 1000.00; MUNICIPAL SUPPLY, SU, 796.02; NATIONAL BUSINESS FURNITURE, SU, 1754.10; NE DEPT OF REVENUE, TX, 4208.52; NE LIBRARY COM, FE, 800.00; NE NOTARY ASSOC, SU, 158.27; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 45.00; NE PUBLIC HEALTH ENVIRONMENTAL LAB, SE, 18.00; NNEDD, SE, 1545.00; NOVA FITNESS EQUIPMENT, SE, 230.25; OCC BUILDERS, RE, 500.00; O'REILLY AUTOMOTIVE STORES, SU, 39.27; ORIENTAL TRADING, SU, 152.76; QUALITY 1 GRAPHIC, SU, 200.00; ROBINETT, LAURA, RE, 500.00; RON'S RADIO, SU, 68.42; S & V EXCAVATION, SE, 16297.50; SIEVERS, TOM, RE, 100.00; STAPLES, SU, 58.25; STATE FARM INSURANCE, SE, 563.00; STATE NEBRASKA BANK & TRUST, SE, 800.00; STATE NEBRASKA BANK & TRUST, SE, 4813.75; T & S TRUCKING, SE, 443.20; THE RADAR SHOP, SU, 301.00; TITAN MACHINERY, SU, 46.00; TOTAL GRAPHICS, SU, 836.50; VIAERO, SE, 67.05; WAED, SE, 8592.41; WAYNE COUNTY COURT, RE, 150.00; WAYNE KIWANIS, FE, 141.00; WESCO, SU, 230.06; WISNER WEST, SU, 79.22; AMERICAN BROADBAND, SE, 2439.64; ATCO INTERNATIONAL, SU, 206.80; BATTERY SOLUTIONS, SU, 109.95; CITY OF PONCA, RE, 14988.05; CITY OF WEST POINT, RE, 21753.20; CITY OF WISNER, RE, 2266.95; DUTTON-LAINSON COMPANY, SU, 992.96; JACK'S UNIFORMS, SU, 53.95; MARTINEZ, JENNIFER, SE, 200.00; MUNICIPAL SUPPLY, SU, 5399.39; PONCA RURAL FIRE BOARD, RE, 3587.85; QUALITY FOOD CENTER, SU, 11.98; SCHLINES, TODD, RE, 500.00; TYLER TECHNOLOGIES, FE, 200.00; VILLAGE OF WINSIDE, RE, 4795.70; WESCO, SU, 89.88

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

Mayor Giese stated that Wayne Area Economic Development has asked that Agenda Item Nos. 5 and 6 that pertain to the Annual Christmas on Main Celebration/Parade of Lights be pulled from the agenda.

Mayor Giese stated the following ordinance would release and abandon the north and south side-yard utility easements in Lot 1 and Lot 2, Block 3, Vintage Hill 3rd Addition to the City of Wayne, Wayne County, Nebraska, per the request of Darrell Moore. Mr. Moore has purchased these two lots and wants to build a house over the easements.

Councilmember Spieker introduced Ordinance No. 2020-19, and moved for approval thereof; Councilmember Woehler seconded.

ORDINANCE NO. 2020-19

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE SIDE-YARD UTILITY EASEMENTS CONSISTING OF THE NORTH 7 FEET OF THE SIDE-YARD UTILITY EASEMENT IN LOT 1 AND THE SOUTH 7 FEET OF THE SIDE-YARD UTILITY EASEMENT IN LOT 2, BLOCK 3, VINTAGE HILL 3RD ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to move for final approval of Ordinance No. 2020-19.

Administrator Blecke recommended that this be approved contingent upon a house being built over the lot lines.

Attorney Miller then recommended that final approval fail and the ordinance be reintroduced with that condition.

Mayor Giese stated the motion, and the result of roll call being all Nays, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion failed.

Councilmember Buck then reintroduced Ordinance No. 2020-19, and moved for approval thereof with the condition being that if a house is not built on/over these two lots, the easements would not be released and abandoned; Councilmember Eischeid seconded.

ORDINANCE NO. 2020-19

AN ORDINANCE AUTHORIZING THE RELEASE AND ABANDONMENT OF THE SIDE-YARD UTILITY EASEMENTS CONSISTING OF THE NORTH 7 FEET OF THE SIDE-YARD UTILITY EASEMENT IN LOT 1 AND THE SOUTH 7 FEET OF THE SIDE-YARD UTILITY EASEMENT IN LOT 2, BLOCK 3, VINTAGE HILL 3RD ADDITION TO THE CITY OF WAYNE, WAYNE COUNTY, NEBRASKA.

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

Councilmember Buck made a motion, which was seconded by Councilmember Spieker, to suspend the statutory rules requiring ordinances to be read by title on three different days. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried.

Councilmember Buck made a motion, which was seconded by Councilmember Spieker, to move for final approval of Ordinance No. 2020-19. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried.

Jon Mooberry, representing JEO Consulting Group, Inc., the City's engineer on the "2019 Nebraska Street Improvements Project" – CDBG No. 16-CD-208 updated the Council on the project. He presented Change Order No. 4 (Final) in the amount of \$9,806.69 to Robert Woehler & Sons Construction, Inc. This change order balances all final quantities and pay items for said project.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Change Order No. 4 (Final) in the amount of \$9,806.69 on behalf of Robert Woehler & Sons Construction, Inc., for the "2019 Nebraska Street Improvements Project" – CDBG No. 16-CD-208. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and

Brodersen who were absent and Councilmember Woehler who abstained, the Mayor declared the motion carried.

Mr. Mooberry then presented Contractor's Application for Payment No. 9 (Final) in the amount of \$76,624.35 to Robert Woehler & Sons Construction, Inc., for the "2019 Nebraska Street Improvements Project" – CDBG No. 16-CD-208. This pay application incorporates all change orders and provides final payment of work completed for closeout of the project.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, approving Application for Payment No. 9 (Final) for \$76,624.35 to Robert Woehler & Sons Construction, Inc., for the "2019 Nebraska Street Improvements Project" – CDBG No. 16-CD-208. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent and Councilmember Woehler who abstained, the Mayor declared the motion carried.

Lowell Heggemeyer, Park and Recreation Director, advised the Council he sought bids from the two local dealerships for two 2021 Chevrolet Silverado work trucks. The low bid came from Arnie's Ford for \$30,593 each, and his recommendation was to award the same to Arnie's Ford.

Councilmember Spieker introduced Resolution 2020-52, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2020-52

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF TWO 2021 CHEVROLET SILVERADO 3500 4WD WORK TRUCKS THROUGH THE STATE BID SYSTEM AS PER THE BID PROPOSAL RECEIVED FROM ARNIE'S FORD, INC.

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

Joel Hansen, Street and Planning Director, stated he had obtained bids from two vendors for the purchase of an "Arctic Snow Pusher." The low bid was from Dinkel's for \$12,450. His recommendation was to purchase said piece of equipment from the low bidder.

Mr. Hansen noted that this item will allow much quicker and efficient removal of snow from various parking lots. Right now, they have requests from the Police Department, the CAC, and the Fire Hall to have their lots cleaned as soon as possible at 4 a.m. With a pickup, it takes quite a while to cover this much area, and it is difficult to get in tight spaces where curbs bump in or out and around overhead doors. The snow pusher will allow them to back drag the snow from the doors, and the separate sections allow it to ride over curbs as needed in tight spaces. It is nearly twice the width of their loader buckets and is twice the width of any of their v-plows on the pickups. It will also be utilized downtown to help push up the piles at the intersections prior to snow hauling and also finish behind the snow blower cleaning up as it can flex to match the pavement while the blower cannot.

Councilmember Eischeid introduced Resolution 2020-53, and moved for its approval; Councilmember Spieker seconded.

RESOLUTION NO. 2020-53

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE PURCHASE OF AN ARCTIC SNOW PUSHER FROM DINKEL'S FOR \$12,450.

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

Mayor Giese stated because the next agenda item has to deal with a medical issue, he recommended Council go into executive session.

Councilmember Spieker made a motion, which was seconded by Councilmember Eischeid, to enter into executive session for the purpose of preventing the needless injury to the reputation of an individual who has not requested a public hearing on a request to keep a ball python snake within the corporate limits of Wayne, and to allow the following persons to be in attendance: City Administrator Blecke, City Clerk McGuire, Attorney Miller, and Joel Hansen. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried, and executive session began at 5:53 p.m.

Mayor Giese again stated that the matter to be discussed in execution session pertains to discussing the request to keep a ball python snake within the corporate limits of Wayne.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck, to resume open session. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, the Mayor declared the motion carried, and open session resumed at 6:02 p.m.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving the request, per Section 90.007 of the Wayne Municipal Code, to keep a ball python snake within the corporate limits of Wayne, with the following conditions:

- There is documentation from a registered veterinarian saying that the snake is in proper health; and
- If the snake would move or if this individual would move within the City of Wayne, that the City of Wayne would be contacted and notified of their change of address.

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

Mayor Giese requested Council consideration to the appointment of Dave Zach, Mike Vovos and Matt Eischeid, who will replace outgoing Councilmember Jon Haase, to the Problem Resolution Team.

Councilmember Spieker made a motion, which was seconded by Councilmember Buck approving the appointment of Dave Zach, Mike Vovos and Matt Eischeid to the Problem Resolution Team. Mayor Giese stated the motion, and the result of roll call being all Yeas, with the exception of Councilmembers Sievers and Brodersen who were absent, Mayor Giese declared the motion carried.

There being no further business to come before the meeting, Mayor Giese declared the meeting adjourned at 6:04 p.m.



Vendor	Payable Description	Payment Total
Council Approved 11/3/20		
Robert Woehler & Sons	Nebraska Street	76,624.35
Vendor	Payable Description	Payment Total
ACE HARDWARE & HOME	FASTENERS/PLEXIGLASS/PROPANE	239.38
ALL HOURS TOWING LLC	TOWING CHARGES	240.76
AMERITAS LIFE INSURANCE	AMERITAS ROTH	154.17
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	2,388.40
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	90.14
APPEARA	LINEN & MAT SERVICE	94.29
ARC-HEALTH & SAFETY	CPR/AED TESTING	242.00
BAKER & TAYLOR BOOKS	BOOKS	926.52
BAKER & TAYLOR BOOKS	BOOKS	38.36
BEHNKIE, NATE	REC FOOTBALL REF	70.00
BERNAL, HERWIN	RIGHT OF WAY DEPOSIT REFUND	500.00
BIG RIVERS ELECTRIC CORPORATION	ELECTRICITY	180,228.19
BORDER STATES INDUSTRIES, INC	SKINNING KNIFE	25.62
BRENTLINGER, CASEY	REC FOOTBALL REF	30.00
BSN SPORTS, INC	BALL CARTS	303.14
BUSSE, HALLEY	REC FOOTBALL REF	24.00
CARLSON WEST PVONDRA ARCHITECTS	CCCCFF PLANNING GRANT	5,500.00
CENTURY LUMBER	POOL PAINT	370.63
CERTIFIED TESTING SERVICES INC	NEBRASKA STREET	234.00
CITIZENS STATE BANK	TIF INTEREST	1,480.08
CITY EMPLOYEE	VISION REIMBURSEMENT	131.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	430.27
CITY EMPLOYEE	VISION REIMBURSEMENT	237.60
CITY OF WAYNE	WAED HEALTH REIMBURSEMENT	430.27
CITY OF WAYNE	PAYROLL	79,419.07
CITY OF WAYNE	UTILITY REFUNDS	174.00
COPY WRITE PUBLISHING	OFFICE SUPPLIES/SHIPPING CHARGES	123.30
COTTONWOOD WIND PROJECT, LLC	WIND ENERGY	16,522.08
DE NORA WATER TECHNOLOGIES, INC.	HARNESSES	3,138.73
DEARBORN LIFE INSURANCE COMPANY	LIFE/DISABILITY	2,489.21
DOESCHER REPAIR	REFRIGERATOR FAN MOTOR REPAIR	144.00
DUGAN BUSINESS FORMS	5,500 ENVELOPES	626.70
EASYPERMIT POSTAGE	POSTAGE ON UTILITY BILLS	1,816.19
ED M. FELD EQUIPMENT CO INC	AIR VENT/DRAIN/ROPE BAG	129.41
ELECTRONIC ENGINEERING CO	REMOVE/INSTALL RADIO SYSTEM	795.83
FAITH REGIONAL PHYSICIAN SERV.	PRE EMPLOYMENT TESTING	30.00
FLOOR MAINTENANCE	JANITORIAL SUPPLIES	253.41
FLOORING SOLUTIONS LLC	LIB/SR CENTER MEN'S BATHROOM UPDATE/CARPET PATCH	2,668.15
FREDRICKSON OIL CO	TIRE	39.00
GERHOLD CONCRETE CO INC.	CONCRETE	104.92

GILL HAULING, INC	SANITATION SERVICE	261.25
GLOBAL PAYMENTS INTEGRATED	CAC CREDIT CARD TRANSACTION FEES	275.00
GROSSENBURG IMPLEMENT INC	BULBS	23.40
GUARANTEED LANDSCAPING & SPRINKLERS LLC	WEED MAT	487.50
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	265.32
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	8,010.19
INGRAM LIBRARY SERVICES	BOOKS	746.21
IOWA PUMP WORKS, INC.	CONTACTOR	65.31
IRS	FEDERAL WITHHOLDING	9,986.86
IRS	FICA WITHHOLDING	13,378.18
IRS	MEDICARE WITHHOLDING	3,128.68
KELLY SUPPLY COMPANY	AIR COMPRESSOR OIL	292.15
KNEIFL, BROOKS	REC FOOTBALL REF	24.00
KNEIFL, JACOB	REC FOOTBALL REF	24.00
LOVEJOY, BRIAN	REC FOOTBALL REF	70.00
LUTT OIL	GASOLINE	6,018.85
MAROTZ, MORGAN	REC FOOTBALL REF	24.00
MATHESON-LINWELD	OXYGEN	35.06
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	1,626.59
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	2,431.57
MERCHANT SERVICES	CREDIT CARD TRANSACTION FEES	53.65
MIDWEST ALARM SERVICES	FIRE ALARM INSPECTIONS	686.94
MIDWEST LABORATORIES, INC	WASTEWATER ANALYSIS	182.00
NE DEPT OF REVENUE	STATE WITHHOLDING	4,215.53
NEBRASKA PUBLIC POWER DIST	ELECTRICITY	27,324.55
NFPA	MEMBERSHIP RENEWAL-BREITKREUTZ	175.00
NORFOLK DAILY NEWS	POLICE OFFICER ADS	169.80
NORTHEAST POWER	ELECTRICITY	6,735.00
OCC BUILDERS LLC	BUILDING PERMIT DEPOSIT REFUND	1,000.00
ONE CALL CONCEPTS, INC	DIGGERS HOTLINE	81.95
PAC N SAVE	SENIOR CENTER NOON MEAL SUPPLIES	1,041.66
PAC N SAVE	OFFICE SUPPLIES	12.51
PEDRO, ANTONIO MATEO	BUILDING PERMIT DEPOSIT REFUND	500.00
PLUNKETT'S PEST CONTROL	PEST CONTROL	32.45
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	2,768.97
PROGRESSIVE PROPERTIES	TIF PRINCIPAL/INTEREST	8,871.78
PROGRESSIVE PROPERTIES	TIF PRINCIPAL & INTEREST	7,689.38
QHA CLEANING LLC	JANITORIAL CLEANING SERVICE	1,375.00
QUADIENT FINANCE USA, INC	POSTAGE	1,000.00
QUALITY 1 GRAPHIC	ELECTRIC BOX DECALS	107.00
RIDLING, JOE	REC FOOTBALL REF	12.00
ROTARY CLUB OF WAYNE	DUES-H HEADLEY	160.00
SERVICE TECH OF CENTRAL IOWA, INC	FIRE HYDRANT VALVES	678.04
SIOUX CONTRACTORS	LIBRARY/SR CENTER BATHROOM REMODEL	13,430.00
SKARSHAUG TESTING LAB INC	CLEAN/TEST ELECTRIC GLOVES & SLEEVES /REPLACEMENT	498.49
SOBOTKA, CALEB	REC FOOTBALL REF	24.00
STAPLES, INC	OFFICE SUPPLIES	351.51
STATE NEBRASKA BANK & TRUST	ACH	61.28
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	91.63
TOTAL GRAPHICS	FACE MASKS	96.05
US BANK	TECH SUPPLIES/RELAYS/POSTAGE/VACUUM/MEALS	3,150.80
US FOODSERVICE, INC.	SENIOR CENTER NOON MEAL SUPPLIES	1,625.34

VERIZON WIRELESS SERVICES LLC	CELL PHONES	416.68
WAYNE AREA ECONOMIC DEVELOPMENT	LB840 ADMINISTRATION	5,000.00
WAYNE AUTO PARTS	ACTUATOR/BATTERY/FILTERS/HANDLES	553.48
WAYNE COUNTY CLERK	FILING FEES	10.00
WAYNE HERALD	LIBRARY SUBSCRIPTION RENEWAL	48.00
WAYNE HERALD	ADS AND NOTICES	1,445.04
WAYNE HERALD	CAC ADS	80.50
WAYNE VETERINARY CLINIC	DOG/CAT IMPOUND	238.00
WELLS, LARRY	REC FOOTBALL REF	70.00
WESCO DISTRIBUTION INC	BOX PADS/TERMINALS	1,826.49
WESTERN AREA POWER ADMIN	ELECTRICITY	15,280.50
WESTERN RIDGE III	TIF PRINCIPAL & INTEREST	8,720.70
WILSON, ZANE	REC FOOTBALL REF	30.00
WISNER WEST	FD GASOLINE	31.95
WORLDPAY INTERGRATES PAYMENTS	CAC CREDIT CARD TRANSACTION FEES	256.70
ZACH HEATING & COOLING	INSTALL PTAC AIR CONDITIONING UNIT	1,280.00

Total 469,619.29

Grand Total: 546,243.64

RESOLUTION NO. 2020-54

WHEREAS, DSF Wayne Short Stop, LLC, d/b/a "Short Stop," made application to the Nebraska Liquor Control Commission for a Retail Class D Liquor License at 1034 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 November 5, 2020; and

WHEREAS, a hearing was held on November 17, 2020, 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 17th day of November, 2020.

THE CITY OF WAYNE, NEBRASKA,

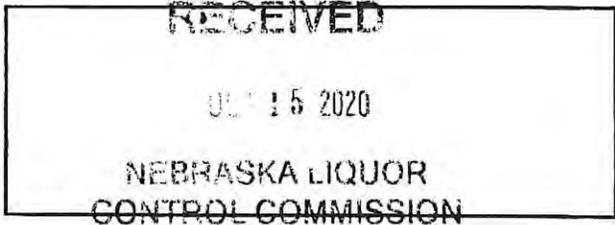
By _____
Mayor

ATTEST:

City Clerk

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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/



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

RETAIL LICENSE(S)

Application Fee: \$100 (non-refundable)

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert form 1)
- Partnership License (requires insert form 2)
- Corporate License (requires insert form 3a & 3c)
- Limited Liability Company (LLC) (requires form 3b & 3c)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application**

Name Amy Miller Phone number: 402-833-1440
Firm Name Amy Miller Law

PREMISES INFORMATION

Trade Name (doing business as) ~~DSE Wayne Short Stop, LLC~~ DBA Short Stop

Street Address #1 1034 main st.

Street Address #2

City Wayne County Wayne 27 Zip Code 68787

Premises Telephone number 402-833-5177

Business e-mail address ssfehringer@gmail.com

Is this location inside the city/village corporate limits: YES NO

Mailing address (where you want to receive mail from the Commission)

Name Daniel + Shelly Fehringer

Street Address #1 1308 Douglas St.

Street Address #2

City Wayne State NE Zip Code 68787

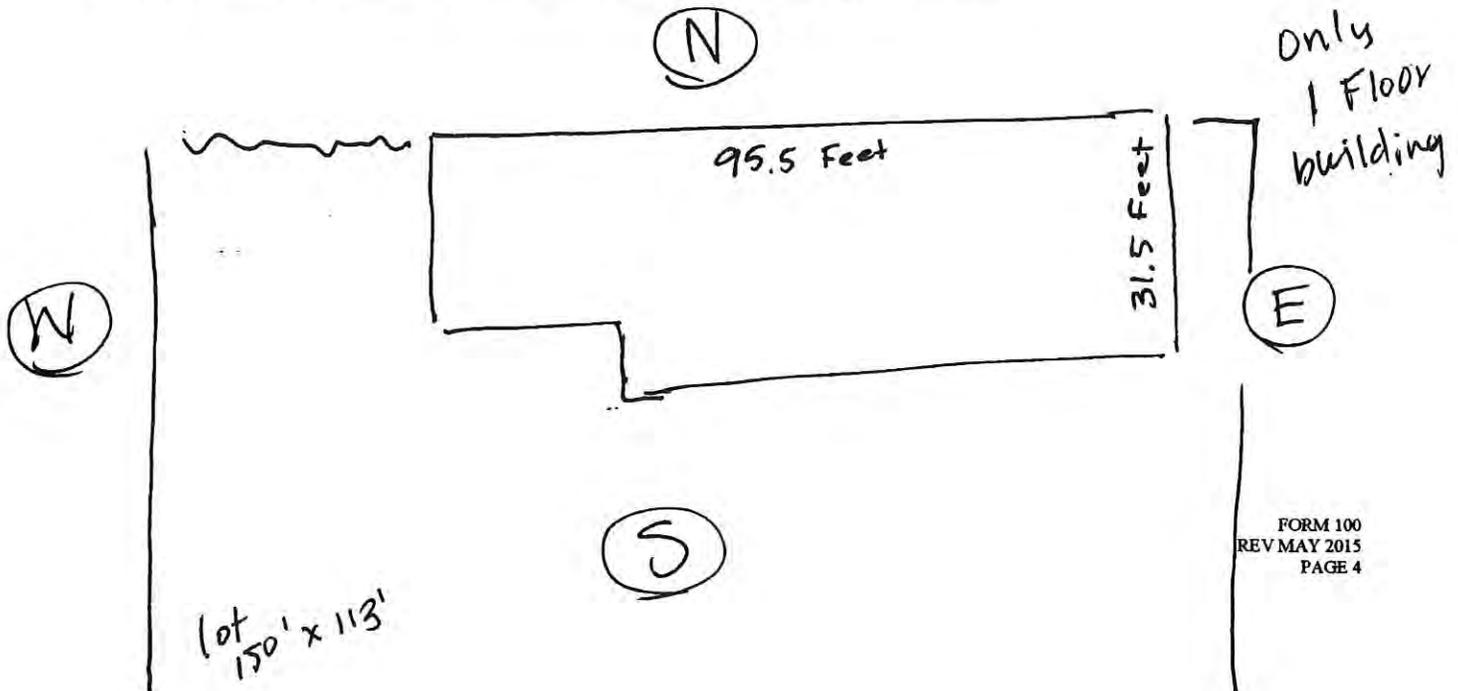
**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. Be sure to indicate the direction north and number of floors of the building.

**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 95.5 Feet x width 31.5 Feet
Is there a basement? Yes No If yes, length N/A x width N/A in feet
Is there an outdoor area? Yes No If yes, length N/A x width N/A in feet

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



APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, ~~EVER~~ been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. ~~Include traffic violations.~~ Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Shelby S. Fehring	6/2018	Sioux City IA	Stop light violation via camera	\$100 fee - paid
Shelby S. Fehring	2013	Nebraska	lost from licence warning plate on vehicle	

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

YES NO

If yes, give name of business and liquor license number Go Mirage, LLC DBA G's Quick Stop

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

Licence # 075206

3. Was this premise licensed as liquor licensed business within the last two (2) years?

YES NO

If yes, give name and license number # 075206

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

YES NO

If yes:

- a) Attach temporary operating permit (TOP) (form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

YES NO

✓ If yes, list the lender(s) First Chatham Bank & SBA

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

YES NO

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

N/A

No silent partners

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Wayne State College - 1111 Main St. - across the street - East

✓ 9. Is anyone listed on this application a law enforcement officer?

YES NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

N/A

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

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

State Nebraska Bank + Trust, WAYNE NE. Daniel Robert Fehringer
Shelley Sue Fehringer

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A



1111 Main Street
Wayne, Nebraska 68787
www.wsc.edu
Member of the Nebraska State College System

October 26, 2020

Nebraska Liquor Control Commission
kim.frederick@nebraska.gov

Dear Ms. Frederick,

DSF Wayne Short Stop, LLC (Applicant) has requested that Wayne State College (legal name: Board of Trustees of the Nebraska State Colleges DBA Wayne State College) grant approval for the Nebraska Liquor Control Commission to grant a waiver of Neb. Rev. Stat. §§53-177.01 in order to allow for the sale of alcoholic liquor on the Applicant's Premises (G's Quick Shop located at 1034 Main Street, Wayne, NE 68787), which is within three hundred feet from the campus of Wayne State College.

This letter is to confirm that Wayne State College approves of the above-mentioned request as it is Wayne State College's understanding that the Premises' previous owner has sold alcoholic liquor since its inception; therefore the following items should remain generally unchanged from recent history:

- 1) The impact of retail sales of alcoholic liquor for consumption on the premises on the academic mission of the college or university;
- 2) The impact on students and prospective students if the sales were permitted on or near campus;
- 3) The impact on economic development opportunities located within or in proximity to the campus; and
- 4) The waiver would likely reduce the number of applications for special designated licenses requested by the college or university or its designee.

Sincerely,

A handwritten signature in cursive script that reads 'Marysz Rames'.

Dr. Marysz Rames
President

CC: DSF Wayne Short Stop, LLC
c/o Daniel and Shelly Fehringner
ssfehringner@gmail.com

**SUPPLEMENTAL FORM FOR APPLICATION
WITHIN 300' OF CAMPUS**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH, 5TH FLOOR
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.ne.gov

RECEIVED

OCT 26 2020

NEBRASKA LIQUOR
CONTROL COMMISSION

PROPOSED PREMISE INFORMATION

Applicant name: DSF Wayne Short Stop, LLC
Premise name: G's Quick Stop
Premise address: 1034 Main St,
City: Wayne, Nebraska
Type of business: Gas Station, Convenient Store

Include a description of the justification for the waiver explaining how the proposed location complies with the findings listed:

- The impact of retail sales of alcoholic liquor for consumption on the premises on the academic mission of the college or university
- The impact on students and prospective students if such sales were permitted on or near campus
- The impact on economic development opportunities located within or in proximity to the campus

CAMPUS INFORMATION

Name of College/University: Wayne State College
Address of College/University: 1111 main st,
City: Wayne, Nebraska County: Wayne

DISTANCE FROM AFOREMENTIONED CAMPUS 40 FEET

Waiver will **not** be granted without written approval from the governing body of the college or university or its designee if the physical location of the property which is the subject of the requested waiver is (a) surrounded by property owned by the college or university including any public or private easement, street, or right-of-way adjacent to the property owned by the college or university or (b) adjacent to property on two or more sides owned by the college or university including any public or private easement, street, or right-of-way adjacent to the property owned by the college or university.

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Shelly S. Fehring	10/2020	Seller Server Program
Daniel R. Fehring	10/2020	Seller Server Program

For list of NLCC certified training programs see: www.lcc.nc.gov/traininginfo.html

Experience:

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Daniel R. Fehring	1986-1989	Bartender - The Max - 109 main st. Wayne

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

N/A Lease: expiration date N/A
Deed

Purchase Agreement

14. When do you intend to open for business? November 2020

15. What will be the main nature of business? Gas Station, Convent Store

16. What are the anticipated hours of operation? 10am - 11pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE							
APPLICANT: CITY & STATE	YEAR FROM	YEAR TO	SPOUSE: CITY & STATE	YEAR FROM	YEAR TO		
Wayne, NE 1308 Douglas	2015	2020	Wayne, NE 1308 Douglas	2015	2020		
Wayne, NE 905 Lincoln	1993	2015	Wayne, NE 905 Lincoln	1993	2015		

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Shelly S. Fehring
Signature of Applicant

Daniel Fehring
Signature of Spouse

Shelly S. Fehring
Print Name

Daniel Fehring
Print Name

Daniel Fehring
Signature of Applicant

Shelly S. Fehring
Signature of Spouse

Daniel Fehring
Print Name

Shelly S. Fehring
Print Name

ACKNOWLEDGEMENT

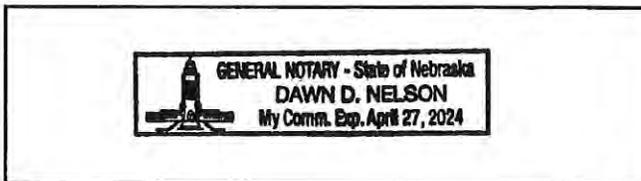
State of Nebraska
County of Wayne

The foregoing instrument was acknowledged before me this

10.13.2020
date

by Shelly Fehring & Daniel Fehring
name of person(s) acknowledged (individual(s) signing)

Dawn D. Nelson
Notary Public signature



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

Notification of alcohol sales near WSC in Wayne Nebraska by DSF Wayne Short Stop, LLC: 1034 Main St. Wayne Nebraska

Wayne State College (WSC) is approximately 100 feet from the DSF Wayne Short Stop, LLC. Because it impacts the student and the potential students of WSC we are asking the college to accept our request to continue to sale alcoholic beverages at 1034 Main St. We fully understand the responsibility we have to WSC and their students. The responsibility to follow and implement the liquor commissions and State of Nebraska's rules and regulations of liquor sales.

We (Dan and Shelly Fehringer) have been outstanding members of the Wayne community for 35 years. As citizens of Wayne we continue to be involved in the education of children in and around the Wayne community. We are proud to say all five of our family members are WSC alumni and proud to call ourselves wildcats. As Parents, educators, and community members we acknowledge and support that WSC is a dry campus. We will in no way interfere with the requirements set forth by WSC for on-campus students.

The convenient store has sold alcohol from its birth. We intend to continue to do so with WSC's approval. Without the sales of alcohol, the negative impact on the business will be great. The economic development opportunities to hire and employ more staff will be depleted. We will suffer the loss of repeat customers that live in the north east section of Wayne who are legal age and want to purchase alcohol in their own neighborhood. Our retail will be limited, and we will have a significantly lower revenue.

Although we obtain a liquor license and sell alcoholic beverages in our store, we understand our obligations under the guidelines of the law. It is with utmost respect for WSC and its students that we make a pledge to do everything in our power to provide and hold ourselves and our employees to high standards. Continue to sell alcoholic beverages while being mindful of our responsibility to the Wayne community.

With your approval to sell alcohol in Short Stop we will provide excellent service and product to the community. It is with great gratitude; we thank you in advance for your help in this matter.

I am signing this waiver as a presentative of WSC 1110 Main Street and swear on this _____ day of October that I am the designee on behalf of the college. Wayne State College approves of the sale of liquor at 1034 Main street: DSF Wayne Short Stop, LLC.

Designee Signature/date

DSF Wayne Short Stop, LLC -Daniel and Shelly Fehringer

Owners Signature/Date

RECEIVED

OCT 26 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

PAYPORT

NEBRASKA.GOV

PURCHASE RECEIPT

Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A
Lincoln NE 68521
(402)479-4971
nsp.criminalident@nebraska.gov
OTC Local Ref ID: 51519538
10/11/2020 09:29 PM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**
Customer Name: Shelly Fehringer
Account Number: **5038
Routing Number: 104901335

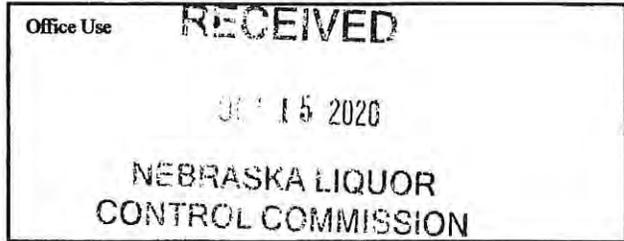
Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	57483182	\$45.25
Applicant Name: Shelly S. Fehringer			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Liquor License	1	57483182	\$45.25
Applicant Name: Daniel R Fehringer			
Date of Birth: [REDACTED]			
Last four of Social Security Number: [REDACTED]			
Total remitted to the Nebraska State Patrol - Criminal Identification Division			\$90.50
Total Amount Charged			\$92.25

I authorize "" to electronically debit my account.

Customer Copy

**APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b**

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



All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Shelly Sue Fehringner + Daniel Robert Fehringner

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

DSF Wayne Short Stop, LLC

LLC Address: 1034 Main St.

City: Wayne State: NE Zip Code: 68787

LLC Phone Number: 402-833-5177 LLC Fax Number N/A

Name of Managing/Contact Member

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

Last Name: Fehringner First Name: Shelly MI: S.

Home Address: 1308 Douglas St. City: Wayne

State: NE Zip Code: 68787 Home Phone Number: 402-833-8544

Shelly Sue Fehringner / Daniel Robert Fehringner
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of _____

The foregoing instrument was acknowledged before me this

_____ by _____
Date name of person acknowledge



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

Last Name: Fehring First Name: Daniel MI: R

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): Shelly Sue Fehring

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 50%



Last Name: Fehring First Name: Shelly MI: S

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Spouse Full Name (indicate N/A if single): Daniel Robert Fehring

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying Limited Liability Company controlled by another corporation/company?

YES

NO

If yes, provide the following:

- 1) Name of corporation _____
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES

NO

If yes, provide the Federal ID #. _____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities.
A ten day advance period is requested in writing to produce the alternate format.

Nebraska Secretary of State

DSF WAYNE SHORT STOP, LLC

Thu Oct 15 13:28:21 2020

SOS Account Number

2010142018

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

SHELLY FEHRINGER

1308 DOUGLAS ST

WAYNE, NE 68787-0000

Designated Office Address

1034 MAIN STREET

WAYNE, NE 68787

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Oct 05 2020

Filed Documents

Filed documents for DSF WAYNE SHORT STOP, 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	Oct 05 2020	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

CERTIFICATE OF ORGANIZATION
OF
DSF WAYNE SHORT STOP, LLC

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska, do hereby make this written certificate in duplicate and hereby verify:

1. **Name.** The name of the company shall be DSF Wayne Short Stop, LLC.
2. **Purpose.** The purpose for which the company is organized is to conduct any and all lawful business for which a company may be organized under the laws of the State of Nebraska.
3. **Designated Office.** The initial designated office of the address of the company is 1034 Main Street, Wayne, NE 68787.
4. **Registered Agent.** The name and address of the registered agent in the State of Nebraska is: Shelly Fehring, 1308 Douglas Street, Wayne, NE 68787.

In Witness Whereof, the undersigned has executed this Certificate of Organization this 2 day of October, 2020.

By 
Amy K. Miller, Organizer

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

DSF WAYNE SHORT STOP, LLC

was duly formed under the laws of Nebraska on October 5, 2020;

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

the Secretary of State has not administratively dissolved the company;

**the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;**

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

October 8, 2020



A handwritten signature in black ink, appearing to read 'Robert B. Evnen', written in a cursive style.

Secretary of State

Property Classification			
Status:	Improved	Location:	Urban
Property Class:	Commercial	City Size:	5,001-12,000
Zoning:	N/A	Lot Size:	10,000-20,000 sq. ft.

Commerical Datasheet - Building			
Occupancy	Size	Year Built	Perimeter
100% Mini-Mart Convenience Store	2,891	1961	254

Outbuilding Data			
Description	Units	Year Built	Cost
Fuel Tank Under Grnd, Coated Steel, 1w	6,000		N/A
CANOPY	1,152	1993	N/A
CONC PAVING	14,059		N/A
Fuel Tank Under Grnd, Coated Steel, 1w	6,000		N/A

Photo/Sketch



Parcel Information	
Parcel ID:	0004021.00
Map Number	4021.00
State Geo Code	1231-00-0-50030-023-0038
Cadastral #	2-135
Images	Photo #1 Sketch #1
Current Owner:	GO MIRAGE LLC (A NEBRASKA LIMITED LIABILITY CO) 1034 MAIN ST WAYNE, NE 68787
Situs Address:	1034 MAIN ST
Tax District:	617
School District:	WAYNE 17, 90-0017
Account Type:	Commercial
Legal Description:	LOTS 35-36-37-38 & S 13' OF LOT 39 BLK 23 COLLEGE HILL FIRST ADDITION
Lot Width:	113.00
Lot Depth:	150.00
Lot Size:	16,950 SF

Assessed Values				
Year	Total	Land	Outbuilding	Dwelling
2020	\$208,170	\$33,900	\$174,270	\$0
2019	\$208,170	\$33,900	\$174,270	\$0

Yearly Tax Information		
Year	Amount	Levy
2019	\$3,672.54	1.868355
2018	\$3,394.80	1.87923

2019 Tax Levy	
Description	Rate
COUNTY LEVY	0.25288500
ESU 1	0.01500000
NORTHEAST	0.09500000
WAYNE	0.41166300
LOWER ELKHORN	0.02370000
AIRPORT AUTH WAYNE	0.03746800
WAYNE 17 BOND	0.03317300
AG SOCIETY	0.00468200
WAYNE 17	0.99478400

5 Year Sales History
No previous sales information is available (for the past 5 years).

OVER

Projected Business Plan - DSF Wayne Short Stop, LLC

Daniel and Shelly Fehringer		Income/Expense Projection for Purchasing Quick Shop Busin												Year #1
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Annually	
Total Net Sales	100,800	100,800	100,800	100,800	100,800	100,800	100,800	100,800	100,800	100,800	100,800	100,800	1,209,600	
Cost of Goods	82,900	82,900	82,900	82,900	82,900	82,900	82,900	82,900	82,900	82,900	82,900	82,900	994,800	
Gross Profit	18,370	18,370	18,370	18,370	18,370	18,370	18,370	18,370	18,370	18,370	18,370	18,370	220,440	
Expenses:														
Salary and Wages	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000	
Payroll Taxes	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
Legal/Accounting	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
Advertising/Selling Expen.	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
Automobile Expenses	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
Office Supplies	50	50	50	50	50	50	50	50	50	50	50	50	600	
Dues/Subscriptions	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
Telephone	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
Utilities	600	600	600	600	600	600	600	600	600	600	600	600	7,200	
Insurance	400	400	400	400	400	400	400	400	400	400	400	400	4,800	
Loan Payment	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	27,600	
Licence/Permits	200	200	200	200	200	200	200	200	200	200	200	200	2,400	
Taxes	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
Credit Card Processing Fee	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	27,600	
Repair/Maintenance	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
Total Expenses	11,150	11,150	11,150	11,150	11,150	11,150	11,150	11,150	11,150	11,150	11,150	11,150	133,800	
Net Income	7320	7320	7320	7320	7320	7320	7320	7320	7320	7320	7320	7320	86,640	

RECEIVED

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use
001 15 2020
NEBRASKA LIQUOR CONTROL COMMISSION

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: DSE Wayne Short Stop, LLC

Premise information

Liquor License Number: New applicant Class Type New applicant (if new application leave blank)

Premise Trade Name/DBA: DBA: Short Stop

Premise Street Address: 1034 main st.

City: Wayne County: Wayne Zip Code: 68787

Premise Phone Number: 402-833-5177

Premise Email address: ssfehringer@gmail.com

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

Shelly Sue Fehringer - Daniel Robert Fehringer

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Fehringer First Name: Shelly MI: S

Home Address: 1308 Douglas St.

City: Wayne County: Wayne Zip Code: 68787

Home Phone Number: 402-833-8544

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: SIOUX CITY, IOWA

Email address: ssfehringer@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Fehringer First Name: Daniel MI: R.

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: OSMOND NEBRASKA

APPLICANT & SPOUSE MUST LIST RESIDENCES FOR THE PAST TEN (10) YEARS

APPLICANT		SPOUSE			
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Wayne, NE 1308 Douglas St.	2015	2020	Wayne, NE 1308 Douglas St.	2015	2020
Wayne, NE 905 Lincoln St.	1993	2015	Wayne, NE 905 Lincoln St.	1993	2015

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2000	2020	Winnebago Public Schools	School Board Sarah Snake	712-454-8287
1989	2000	Wayne Public Schools	School Board Joe Reinhard	402-375-3150

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition

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

YES NO

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

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

YES NO

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2004	Present	Rainbow World ccc	Board President Terri Buck	402-369-1740
1986	2004	Northstar Services	Angie Ortmyer	402-375-4884

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, include traffic violations. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Shelly Fehringer	6/2018	Sioux city IOWA	stop light violation	\$100/fee-paid
Shelly Fehringer	2013	Nebraska	via camera lost front licence plate on vehicle	warning

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

YES NO

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

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

YES NO

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

*NLCC Training Certificate Issued: 10/11/2020 Name on Certificate: Shelly Fehringer
Daniel Fehringer

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Shelly Fehringer	10/2020	Seller Server training Course
Daniel Fehringer	10/2020	Seller Server training Course

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Daniel R. Fehringer	1986-1989	Max - Bartender

5. Have you enclosed form 147 regarding fingerprints?

YES NO

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

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

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

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

Shelly S. Fehring
Signature of Manager Applicant

Daniel Fehring
Signature of Spouse

ACKNOWLEDGEMENT

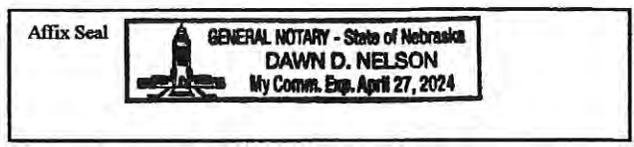
State of Nebraska
County of Wayne

The foregoing instrument was acknowledged before me this

10.12.2020
date

by Shelly Fehring Daniel Fehring
NAME OF PERSON BEING ACKNOWLEDGED

Dawn D. Nelson
Notary Public signature



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

Business plan summary

Short Stop is essential to the community as it provided a needed service with bonus features. Short Stop will provide a excellent service to the community of Wayne that exhibits the small-town atmosphere, attitude, and hospitality. It will add to not deter from the positive nature of the Wayne community and strive to excel above the expectations to its citizens and visitors.

Shelly Fehring, owner/operator

Shelly Fehring 10-14-2020

Daniel Fehring, owner/operator

Daniel Fehring 10-14-2020

Business Goals and Objectives

Short-term goals are to provide a great service to the community by continuing to provide the needed items. Give the store a face lift in the way of better curb appeal and changing the signs to represent our logo. Clean up and give the inside a fresh, bright, clean look that will be more inviting to the customer. Introduce some new items of food and sandwiches as well as more liquor and wine.

Long-term goals are to potentially add another business to the empty space of the building. To research the possibility of adding a business to the property that will provide needed services to the community and one that will add employment opportunity for the community. By using the unused space we hope to add revenue to the existing Short Stop Company and opportunity to another business to expand or move to Wayne.

Marketing Summary

Short Stop target market will be community members of Wayne Nebraska particularly the one living in the northeast section of Wayne. College students and individuals traveling to and from the college as commuters and well as spectators. It will also include travelers in and out of Wayne on the north side.

In the gas station and convenient store industry, customers make choices based upon Short Stop previous product list. It is important to have an indication of what customers want. Keeping the requested and most bought items on the shelf will ensure the sale of such items. We will add items to draw in another type of customer such items might be sandwiches and hotdogs, a wider selection of beers, liquor, and wine. More everyday essential items for families like milk, eggs, and bread. The level of competition is Competition in Wayne is moderate even though gasoline and convenient stores are essential to a community. Short Stop is the only one on the north side of the city and is on main street. It is the closes to the college traffic. The primary competitors for the business are the other gas station/convenient stores like Sinclair who is also on main street. However, it is in the middle of Wayne, seen after passing Short Stop from the north and after passing other gas stations on the east and south of Wayne. Another competitor would be Wayne East. They are a truck stop and a larger facility. However, we believe Short Stop has the above-mentioned competitive advantages.

Customer Service

First-rate service is intended to be the focus of the Company and a cornerstone of the Short Stop's success. All customers will receive conscientious, one-on-one, timely service in all capacities. Valuing the customer for their patronage no matter size is important. This is expected to create a loyal following and return business.

DSF Wayne Short Stop, LLC was established as an LLC/C-corporation at 1034 Main St, Wayne, Nebraska 68787 with the expectation of rapid expansion in the gas station and convenient store industry.

Business Description

Short Stop was formed on 10/02/2020 as LLC/C-corporation under Nebraska state laws.

Short stop will employ both full-time employees and part-time employees.

The required licenses and city requirements will remain a priority.

Short Stop is prepared to introduce the following service to the market: Gasoline, food, and beverages. Short Stop will provide gasoline in two forms leaded and unleaded 10% Alcohol. We will provide products for the community that are both essential like needed car products such as window cleaner and oil. Non-essential products that are more relevant to travel convenience will include snacks and beverages. Our liquor products will serve the community as an added feature for those individuals preparing for traditional social gatherings like weddings and birthday parties and sporting event celebrations such as super bowl, world series, and husker football.

Short Stop is located in the north-east part of Wayne and on the main street. It serves as a great location for its customers. Short Stop is the ONLY gas station and convenient store in this section of the city. It will provide as are resource for people traveling into Wayne from the north. It is located near Wayne State College therefore providing services for both the college population, student commuters as well as the individuals attending the college for activities/meetings.

Business Summary

The current trend in the target market is individuals traveling on a day to day bases to and from Wayne Nebraska with needs for gasoline. The need to always travel and be on the go has become the norm in our society and because of that gasoline will be an essential product. The desire also a trend to host traditional gatherings like weddings, birthday parties and sporting event watch parties will bring in a target audience looking for wine and spirits. The target audience will include snack items and food items as they travel and attend celebrations. By providing the target market items we are certain to make a profit.

Short Stop previous product list is an important indication of what customers want. Those items will remain to ensure the return of customers. We will add items to bring in another type of customer such items might be sandwiches and hotdogs. A wider selection of beers, liquor, and wine. More needed items for families like milk, eggs, and bread.

RESOLUTION NO. 2020-55

**A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE
“PINE HEIGHTS ROAD & UTILITY IMPROVEMENTS PROJECT” CDBG NO.
19-PW-017.**

WHEREAS, three bids were received on November 3, 2020, on the “Pine Heights Road & Utility Improvements Project” CDBG No. 19-PW-017; and

WHEREAS, the bids have been reviewed by the City’s Engineer on the project, JEO Consulting Group, Inc.; and

WHEREAS, JEO Consulting Group, Inc., 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 “Pine Heights Road & Utility Improvements Project” CDBG No. 19-PW-017, as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Myers Construction, Inc. Broken Bow, Nebraska	\$726,079.74

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 is hereby accepted.

PASSED AND APPROVED this 17th day of November, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



November 9, 2020

City of Wayne
Attn: Wes Blecke
306 Pearl Street
Wayne, NE 68787

RE: Review/Recommendation of Acceptance of Low Bid
Wayne 2021 Pine Heights Street & Utility Improvements
City No. M-617(128), CDBG No. 19-PW-017
JEO Project No. 190286

Dear Wes and City Council:

On November 3, 2020, bids were received and opened with the assistance of JEO Consulting Group for the Wayne 2021 Pine Heights Street & Utility Improvements project. There were three (3) bidders for this project. The Engineer's Opinion of Probable Cost for the entire project was estimated at \$709,000, not including the industry standard 5% contingency. A tabulation of the bids received are provided for your reference.

Note, when bids were opened and read aloud, A&R Construction submitted a bid total of \$717,683.23 for all groups. However, an error was found in A&R's total bid in our review of unit prices and summation for each group bid. The error resulted in final total bid from A&R Construction of \$734,883.23. Due to this error, the low bidder for the project was Myers Construction with total bid price of \$726,079.74.

I have reviewed the low bid and contacted references provided to gather information. The unit prices submitted are acceptable with typical average unit prices for scope of work. Based on my past experience and in speaking with references provided, Myers Construction is a quality contractor and is recommended to the Council for consideration and award of the project.

If you have any further questions or concerns as we work through this process, please feel free to contact me at 402.443.7487 or by email at jmooberry@jeo.com.

Sincerely,

Jon W. Mooberry, PE
Project Manager

Cc (Via Email); Jan Merrill, Joel Hansen



Bid Tab

PROJECT | Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017

JEO PROJECT NO. | 190286.00

LOCATION | Wayne, Nebraska

LETTING | November 3, 2020 @ 10:30 AM

OPINION OF PROBABLE COST | \$700,400.00

Bidder	Total Group A	Total Group B	Total Group C	Total Group C1	Total Group D	Total All Groups	Start Date
Myers Construction, Inc. Broken Bow, NE	\$376,865.80	\$34,777.20	\$158,502.04	\$13,156.66	\$142,778.04	\$726,079.74	April 4, 2021
A&R Construction Co. Plainview, NE	\$466,284.21	\$33,733.06	\$95,205.56	\$8,600.00	\$131,060.40	\$734,883.23	July 1, 2021
Robert Woehler & Sons Construction Inc. Wayne, NE	\$441,889.64	\$34,100.00	\$133,060.00	\$12,000.00	\$128,750.00	\$749,799.64	April 4, 2021



Tab Sheet

PROJECT | Pine Heights Road & Utility Improvements, CDBG No. 19-PW-017

JEO PROJECT NO. | 190286.00

LOCATION | Wayne, Nebraska

					Myers Construction	A&R Construction	
GROUP A - PAVING IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$24,000.00
2	1	LS	Temporary Traffic Control Measures		\$12,500.00		\$11,400.00
3	1	LS	Clearing and Grubbing		\$5,000.00		\$1,900.00
4	4	EA	Remove Tree	\$1,200.00	\$4,800.00	\$1,100.00	\$4,400.00
5	367	CY	Excavation, Established Quantity	\$6.00	\$2,202.00	\$9.47	\$3,475.49
6	3,232	SY	Remove Pavement	\$6.00	\$19,392.00	\$12.54	\$40,529.28
7	2,445	SF	Remove Concrete Sidewalk	\$3.00	\$7,335.00	\$2.47	\$6,039.15
8	1,482	SY	Subgrade Stabilization (Field Approval Required)	\$22.00	\$32,604.00	\$14.47	\$21,444.54
9	2,964	SY	8" Concrete Pavement	\$70.40	\$208,665.60	\$77.14	\$228,642.96
10	1	LS	Steel Reinforcement In Paving		\$7,000.00		\$44,000.00
11	419	SY	6" Concrete Driveway	\$63.80	\$26,732.20	\$68.47	\$28,688.93
12	2,785	SF	5" Concrete Sidewalk	\$6.40	\$17,824.00	\$10.69	\$29,771.65
13	48	SF	Detectable Warning Panels	\$24.00	\$1,152.00	\$37.16	\$1,783.68
14	803	LF	Silt Fence, Low Porosity	\$7.00	\$5,621.00	\$3.00	\$2,409.00
15	2	EA	Area Inlet Sediment Filter	\$450.00	\$900.00	\$250.00	\$500.00
16	5	EA	Curb Inlet Sediment Filter	\$450.00	\$2,250.00	\$200.00	\$1,000.00
17	2,104	SY	Hydro-Seeding, Fertilizer	\$2.00	\$4,208.00	\$2.87	\$6,038.48
18	93	LF	Remove Fence	\$12.00	\$1,116.00	\$9.00	\$837.00
19	83	LF	4' Chain Link Fence	\$24.00	\$1,992.00	\$38.47	\$3,193.01
20	64	SF	Modular Block Retaining Wall	\$48.00	\$3,072.00	\$97.36	\$6,231.04
TOTAL GROUP A - PAVING IMPROVEMENTS					\$376,865.80		\$466,284.21
GROUP B - STORM SEWER IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$4,100.00
2	2	EA	Square Manhole Frame & Cover	\$1,870.00	\$3,740.00	\$4,901.00	\$9,802.00
3	62	LF	18" Round Equivalent (RE) RCP, Class III	\$72.60	\$4,501.20	\$66.12	\$4,099.44
4	1	EA	Storm Sewer Tap, 18"	\$500.00	\$500.00	\$1,263.00	\$1,263.00
5	1	EA	Modified Manhole Top with Ring & Cover	\$3,500.00	\$3,500.00	\$2,900.00	\$2,900.00
6	2	EA	Curb Inlet (y=8')	\$4,550.00	\$9,100.00	\$5,474.00	\$10,948.00
7	26	LF	4" PVC Drain Pipe	\$36.00	\$936.00	\$23.87	\$620.62
TOTAL GROUP B - STORM SEWER IMPROVEMENTS					\$34,777.20		\$33,733.06
GROUP C - WATER MAIN IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$10,000.00
2	996	LF	8" PVC Water Main, DR 18	\$59.70	\$59,461.20	\$36.11	\$35,965.56
3	5	EA	Connect to Existing Water Main	\$1,101.00	\$5,505.00	\$1,090.00	\$5,450.00
4	10	EA	8" 45° Bend, MJR	\$588.00	\$5,880.00	\$436.00	\$4,360.00
5	4	EA	8" 22.5° Bend, MRJ	\$558.00	\$2,232.00	\$420.00	\$1,680.00
6	1	EA	8" 90° Bend, MJR	\$558.00	\$558.00	\$461.00	\$461.00
7	2	EA	8" x 6" x 8" Tee, MJR	\$693.00	\$1,386.00	\$519.00	\$1,038.00
8	5	EA	8" x 8" x 8" Tee, MJR	\$927.00	\$4,635.00	\$609.00	\$3,045.00

9	3	EA	8" x 6" Reducer, MJR	\$417.00	\$1,251.00	\$400.00	\$1,200.00
10	1	EA	8" x 4" Reducer, MJR	\$426.00	\$426.00	\$400.00	\$400.00
11	8	EA	8" Gate Valve and Box, MJR	\$2,582.50	\$20,660.00	\$1,577.00	\$12,616.00
12	307	LF	1" PE Water Service (SDR 7)	\$31.12	\$9,553.84	\$21.00	\$6,447.00
13	11	EA	8" x 1" Saddle	\$360.00	\$3,960.00	\$189.00	\$2,079.00
14	11	EA	1" Corporation Stop	\$444.00	\$4,884.00	\$198.00	\$2,178.00
15	11	EA	1" Curb Stop and Box	\$978.00	\$10,758.00	\$333.00	\$3,663.00
16	11	EA	Connect Existing Water Service	\$432.00	\$4,752.00	\$129.00	\$1,419.00
17	2	EA	Remove Existing Fire Hydrants	\$1,550.00	\$3,100.00	\$506.00	\$1,012.00
18	8	LF	Tunnel Water Services	\$600.00	\$4,800.00	\$21.00	\$168.00
19	4	EA	Remove Valve Boxes	\$550.00	\$2,200.00	\$506.00	\$2,024.00
SUBTOTAL GROUP C - WATER MAIN IMPROVEMENTS					\$158,502.04		\$95,205.56
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP C @ 7.5%							
TOTAL GROUP C - WATER MAIN IMPROVEMENTS					\$158,502.04		\$95,205.56
GROUP C1 - WATER MAIN IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	2	EA	6" Fire Hydrant Assembly	\$6,578.33	\$13,156.66	\$4,300.00	\$8,600.00
TOTAL GROUP C1 - WATER MAIN IMPROVEMENTS					\$13,156.66		\$8,600.00
GROUP D - SANITARY SEWER IMPROVEMENTS							
Item	Qty.	Unit	Description	Unit	Total	Unit Price	Total
1	1	LS	Mobilization		\$12,500.00		\$11,000.00
2	3	EA	Remove Sanitary Sewer Manholes	\$3,500.00	\$10,500.00	\$1,200.00	\$3,600.00
3	66.9	VF	48" Dia. Concrete Manhole	\$503.76	\$33,701.54	\$790.00	\$52,851.00
4	710	LF	8" PVC Sanitary Sewer Main, SDR 26	\$71.40	\$50,694.00	\$58.47	\$41,513.70
5	4	EA	Connect to Existing Sanitary Sewer Main	\$456.00	\$1,824.00	\$550.00	\$2,200.00
6	337	LF	4" PVC Sanitary Sewer Service, SDR 26	\$46.50	\$15,670.50	\$35.10	\$11,828.70
7	11	EA	8" x 4" Wye, PVC	\$440.00	\$4,840.00	\$166.00	\$1,826.00
8	11	EA	4" x 45 Bend, PVC	\$704.00	\$7,744.00	\$157.00	\$1,727.00
9	11	EA	Connect Existing Sewer Service	\$264.00	\$2,904.00	\$274.00	\$3,014.00
10	3	EA	Plug and Abandon Existing Sewer Main	\$800.00	\$2,400.00	\$500.00	\$1,500.00
TOTAL GROUP D - SANITARY SEWER IMPROVEMENTS					\$142,778.04		\$131,060.40
TOTAL GROUPS A, B, C, C1 & D					\$726,079.74		\$734,883.23

BID FORM

PROJECT IDENTIFICATION:

PROJECT NAME: Pine Heights Road & Utility Improvements

JEO PROJECT NO.: 190286.00

CDBG PROJECT NO.: 19-PW-017

Myers Construction, Inc.
NAME OF BIDDER

11/3/2020
DATE

THIS BID IS SUBMITTED TO:

City of Wayne
Attn: Betty McGuire, City Clerk
306 Pearl Street
Wayne, NE 68787

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Wayne
Attn: Betty McGuire, City Clerk
306 Pearl Street
Wayne, NE 68787

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>10-30-2020</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder ~~has~~ **is highly recommended to have** visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations

- obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
 - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Quantity	Unit	Unit Price	Total
GROUP A – PAVING IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	Temporary Traffic Control Measures	1	LS		12,500.00
3	Clearing and Grubbing	1	LS		5,000.00
4	Remove Tree	4	EA	1,200.00	4,800.00
5	Excavation, Established Quantity	367	CY	6.00	2,202.00
6	Remove Pavement	3,232	SY	6.00	19,392.00
7	Remove Concrete Sidewalk	2,445	SF	3.00	7,335.00
8	Subgrade Stabilization (Field Approval Required)	1,482	SY	22.00	32,604.00
9	8" Concrete Pavement	2,964	SY	70.40	208,465.60
10	Steel Reinforcement In Paving	1	LS		7,000.00
11	6" Concrete Driveway	419	SY	63.80	26,732.20
12	5" Concrete Sidewalk	2,785	SF	6.40	17,824.00
13	Detectable Warning Panels	48	SF	24.00	1,152.00
14	Silt Fence, Low Porosity	803	LF	7.00	5,621.00
15	Area Inlet Sediment Filter	2	EA	450.00	900.00
16	Curb Inlet Sediment Filter	5	EA	450.00	2,250.00
17	Hydro-Seeding, Fertilizer	2,104	SY	2.00	4,208.00
18	Remove Fence	93	LF	12.00	1,116.00

Item No.	Description	Quantity	Unit	Unit Price	Total
19	4' Chain Link Fence	83	LF	24.00	1,992.00
20	Modular Block Retaining Wall	64	SF	48.00	3,072.00
TOTAL GROUP A – PAVING IMPROVEMENTS					376,865.80
GROUP B – STORM SEWER IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	Square Manhole Frame & Cover	2	EA	1,870.00	3,740.00
3	18" Round Equivalent (RE) RCP, Class III	62	LF	72.60	4,501.20
4	Storm Sewer Tap, 18"	1	EA	500.00	500.00
5	Modified Manhole Top with Ring & Cover	1	EA	3,500.00	3,500.00
6	Curb Inlet (y=8')	2	EA	4,550.00	9,100.00
7	4" PVC Drain Pipe	26	LF	36.00	936.00
TOTAL GROUP B – STORM SEWER IMPROVEMENTS					34,777.20
GROUP C – WATER MAIN IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	8" PVC Water Main, DR 18	996	LF	59.70	59,461.20
3	Connect to Existing Water Main	5	EA	1,101.00	5,505.00
4	8" 45° Bend, MJR	10	EA	588.00	5,880.00
5	8" 22.5° Bend, MRJ	4	EA	558.00	2,232.00
6	8" 90° Bend, MJR	1	EA	558.00	558.00
7	8" x 6" x 8" Tee, MJR	2	EA	693.00	1,386.00
8	8" x 8" x 8" Tee, MJR	5	EA	927.00	4,635.00
9	8" x 6" Reducer, MJR	3	EA	417.00	1,251.00
10	8" x 4" Reducer, MJR	1	EA	426.00	426.00

Item No.	Description	Quantity	Unit	Unit Price	Total
11	8" Gate Valve and Box, MJR	8	EA	2,582.50	20,660.00
12	1" PE Water Service (SDR 7)	307	LF	31.12	9,553.84
13	8" x 1" Saddle	11	EA	360.00	3,960.00
14	1" Corporation Stop	11	EA	444.00	4,884.00
15	1" Curb Stop and Box	11	EA	978.00	10,758.00
16	Connect Existing Water Service	11	EA	432.00	4,752.00
17	Remove Existing Fire Hydrants	2	EA	1,550.00	3,100.00
18	Tunnel Water Services	8	LF	600.00	4,800.00
19	Remove Valve Boxes	4	EA	550.00	2,200.00
SUBTOTAL GROUP C – WATER MAIN IMPROVEMENTS					158,502.04
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.5% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					/
TOTAL GROUP C – WATER MAIN IMPROVEMENTS					158,502.04
GROUP C1 – WATER MAIN IMPROVEMENTS					
1	6" Fire Hydrant Assembly	2	EA	6,578.33	13,156.66
TOTAL GROUP C1 – WATER MAIN IMPROVEMENTS					13,156.66
GROUP D – SANITARY SEWER IMPROVEMENTS					
1	Mobilization	1	LS		12,500.00
2	Remove Sanitary Sewer Manholes	3	EA	3,500.00	10,500.00
3	48" Dia. Concrete Manhole	66.9	VF	503.70	33,701.54
4	8" PVC Sanitary Sewer Main, SDR 26	710	LF	71.40	50,694.00
5	Connect to Existing Sanitary Sewer Main	4	EA	456.00	1,824.00
6	4" PVC Sanitary Sewer Service, SDR 26	337	LF	46.50	15,670.50
7	8" x 4" Wye, PVC	11	EA	440.00	4,840.00

Item No.	Description	Quantity	Unit	Unit Price	Total
8	4" x 45 Bend, PVC	11	EA	704.00	7,744.00
9	Connect Existing Sewer Service	11	EA	264.00	2,904.00
10	Plug and Abandon Existing Sewer Main	3	EA	800.00	2,400.00
TOTAL GROUP D – SANITARY SEWER IMPROVEMENTS					142,778.04
TOTAL GROUPS A, B, C, C1 & D					726,079.74

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the start date for the work will be April 4th, 2021 and will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Experience Record;
 - C. Certification of Bidder Regarding Section 3 and Segregated Facilities (Attachment 3a);
 - D. Section 3 Plan (Attachment 3b);
 - E. Certification for Business Seeking Designation as a Section 3 Business Concern;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Myers Construction, Inc.

By:

[Signature]

Perry Myers

[Printed name]

Perry O. Myers

Attest:

[Signature]

Tracie Hammond

[Printed name]

Tracie Hammond

Title:

Secretary/Treasurer

Submittal Date:

November 3, 2020

Address for giving notices:

79849 Hwy 2

Broken Bow, NE 68822

Telephone Number:

(308) 872-5469

Fax Number:

(308) 872-2218

Contact Name and e-mail address:

Perry Myers

myerco@hdsi.net

Bidder's License No.:

28913-20

(where applicable)

EXPERIENCE RECORD

PREVIOUS EXPERIENCE (Include Projects completed within last 5 years) Please see the attached.

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

PREVIOUS EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Anselmo Grain Facility	The Andersons	ASM Engineering Consultants LLC	9/1/2011	Built Rail Loop, Facility	Complete	\$4,045,484.00
Anselmo, Nebraska	Chris Reed	202 E Rhondda Ave, Suite C		Foundations, and Buildings		
	P.O. Box 119	PO Box 452	Completed			
	Anselmo, NE	Andover, KS 67002	12/1/2012			
	937-417-0668	316-260-5895				
Water Main Replacement	Village of Arcadia	Dayd Stauffer	2/13/2017	Water Main Replacement	Complete	\$206,326.00
Arcadia, Nebraska	110 W Bridge Street	Miller & Associates				
	Arcadia NE 68815	308-234-6456	Completed			
	308-789-6552		8/1/2017			
Bowman Lake Aquatic Habitat	Sherman County Board of Commissioners	Gary Steele	7/26/2016	Lake Rehabilitation	Complete	\$517,176.96
	Kenny Kaslon	Miller & Associates				
	308-745-1817	308-234-6456	Completed			
	Loup City NE		7/15/2017			
2014 5th Ave St Improvements	City of Broken Bow	JEO Consulting Group Inc	3/11/2015	Street Improvements	Complete	\$1,590,911.00
	PO Box 504	11717 Burt St, Ste 210		Concrete		
	Broken Bow NE 68822	Omaha NE 68154	Completed	Storm Sewers		
	308-872-5831	402-934-3680	1/20/2016			
2014 Downtown Square Improvements	City of Broken Bow	JEO Consulting Group Inc	6/30/2016	Street Improvements	Complete	\$5,363,966.65
	PO Box 504	11717 Burt St, Ste 210		Concrete		
	Broken Bow NE 68822	Omaha NE 68154	Completed	Storm Sewers		
	308-872-5831	402-934-3680	8/22/2017			
Cargill Waste Water Effluent Piping, Schuyler, Nebraska	Cargill Meat Solutions	Matthew Wildman	8/23/2018	Transmission Mains	Complete	\$6,415,965.54
	Lucas Weeder	HR Green		Dewatering		
	490 Co Rd 9	8710 Earhart Lane SW				
	Schuyler, NE 68661	Cedar Rapids, IA 52404				
	402-352-8312	319-841-4320				

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

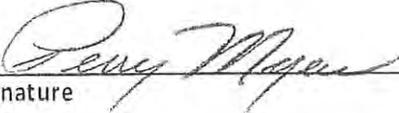
Myers Construction, Inc.
Name of Prime Contractor

Pine Heights Road + Utility Improvements
Project No. 190286.00
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bidding proceedings (if bid equals or exceeds \$100,000).
- (c) No segregated facilities will be maintained.

Perry O. Myers, President
Name & Title of Signer (Print or Type)


Signature

11-3-2020
Date

CONTRACTOR

Section 3 Plan

Myers Construction, Inc. agrees to implement the following specific affirmative action steps directed at increasing the utilization of lowest income residents and businesses within the Village/City/County of Wayne, Nebraska.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through local advertising media; signs placed at the proposed site for the project; and community organizations and public or private institutions operating within or serving the project area, such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. *To insert this Section 3 plan in all bid documents, and to require all bidders and subcontracts to submit a Section 3 affirmative action plan that includes utilization goals and the specific steps planned to accomplish these goals.
- E. *To insure that subcontracts (typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas), also are let on a negotiated basis, where feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriated project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., that document all above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.

*Loans, grants, contracts and subsidies for less than \$100,000 will be exempt.

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Myers Construction Inc.
79849 Hwy 2
Broken Bow, NE 68822

SURETY:
(Name, legal status and principal place of business)
United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

OWNER:
(Name, legal status and address)
City of Wayne
306 Pearl St
Wayne, NE 68787

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Pine Heights Road & Utility Improvements

Project Number, if any:
CDBG-19-PW-017

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

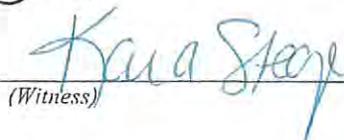
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

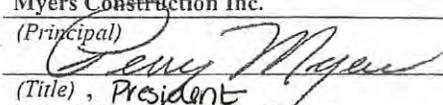
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

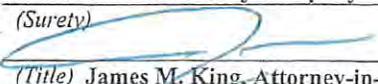
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2020


(Witness)


(Witness)

Myers Construction Inc.
(Principal)  *(Seal)*

(Title), President
United Fire & Casualty Company
(Surety)  *(Seal)*

(Title) James M. King, Attorney-in-Fact

Init.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

JAMES M. KING, THOMAS L. KING, JACOB J. BUSS, ROBERT T. CIRONE, SETH WEEDIN EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact: "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 27th day of March, 2019

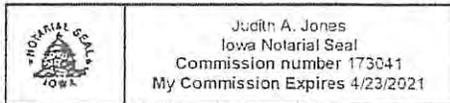


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 27th day of March, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of November, 2020



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

RESOLUTION NO. 2020-56

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE OWNER-ENGINEER AGREEMENT WITH JEO CONSULTING GROUP, INC., FOR ADDITIONAL SERVICES ON THE “2019 NEBRASKA STREET IMPROVEMENTS PROJECT – CDBG NO. 16-CD-208.”

WHEREAS, the Wayne City Council previously approved/appointed JEO Consulting Group, Inc., as the special engineer on the “2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208” on February 5, 2019, for \$117,430.00; and

WHEREAS, said agreement is being amended to include additional engineering services for construction observation on the “2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208” that were performed by JEO Consulting Group, Inc., for an additional fee of \$4,744.00.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that Amendment No. 1 to the Owner-Engineer Agreement is hereby approved and made a part of the original agreement previously entered into with JEO Consulting Group, Inc., on February 5, 2019, for the “2019 Nebraska Street Improvements Project – CDBG No. 16-CD-208.”

PASSED AND APPROVED this 17th day of November, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk



MEMO

To: City of Wayne
 From: Jon Mooberry – JEO Project manager
 Date: November 12, 2020
 Subject: Supplemental For Additional Construction Observation Services
 Wayne Nebraska Street Improvements Project

Please review below and enclosed Amendment No. 1 for consideration of additional construction observation fee to the original agreement for professional services. JEO is respectfully requesting approval by Council for an additional of \$4,744.

Amendment to Revise Section 5.3 of Exhibit A1 – Scope of Services (Fee Revisions in Bold Italics)

<u>Tasks</u>	<u>Fee</u>	
Design	\$ 53,140	Lump Sum
Bidding & Negotiation	\$ 4,200	Lump Sum
Construction Administration & Staking	\$ 26,970	Lump Sum
<u>Construction Observation</u>	<u>\$ 33,120 <i>\$37,864</i></u>	Hourly Not to Exceed
Total	<u>\$117,430 <i>\$122,174</i></u>	

Summary of Request for Supplemental Fee

JEO is requesting approval additional fee due to field time required by our Resident Project Representative (RPR) during construction that was not anticipated or scoped in our original engineering agreement established prior to starting of design on the project. This is in review of additional construction timeframe identified during design and prior to the project being bid for construction (~5.5 weeks), as well as construction contract extensions (~5.5 weeks). ***Although the total construction timeframe was extended approximately 11 weeks from 16 weeks to 27 weeks, the additional fee of \$4,744 equates to approximately 2 weeks of additional field inspection time based on 18 hours per week of part-time inspection.***

Understanding there were field changes identified during construction requiring more time, JEO feels that those changes are not uncommon to typical projects of this size and nature and did not ultimately require significant more time in the field by our RPR. JEO worked diligently throughout the construction of the project trying to stay under budget and withing the original fee scoped for construction services. To provide part-time field inspection services, we make site visits for inspection of key construction activities and as requested by Contractor/Owner to verify work is completed properly, provide clarification to questions, and provide resolutions to conflicts identified. Please note, the Construction Observation services were contracted as hourly not to exceed due to typical project unknowns and or unforeseeable factors that occur during construction. JEO feels that we provided these services in the most efficient manner possible not to overbill the project and stay within budget, however, have slightly exceed the fee originally scoped.

We greatly appreciate the opportunities the City of Wayne has given JEO to provide professional engineering services, and our goal is to meet and exceed your project expectations. In review our JEO's overall fee for the services provided for design through construction, our fee including additional services requested is approximately 10% of the final cost to construct the project. For a project of this size and nature, professional engineering services often range between 15% and 20% of total construction costs. JEO respectfully requests Council's consideration and approval for additional Construction Observation services provided based on the information outlined in this memo.

Itemized Explanation Of Additional Construction Observation Services

1. Original engineering agreement was executed in January of 2019 with an estimated **construction timeframe of 16 weeks** or 4 months of Construction Observation Services and the Resident Project Representative (RPR) working part-time at 18 hours per week.
2. During the design phase of the project, the following additional storm sewer and water improvements were identified as needing to be addressed resulting in **the timeframe for completing construction being extended from 16 weeks to 21.5 weeks**:
 - a. The existing 48" storm sewer pipe from 2nd to 3rd Streets was identified as old brick-walled pipe needing to be replaced, approximately 386 LF.
 - b. There were also two old brick manholes identified as needing to be replaced between 2nd and 3rd Streets, as we one new manhole required to connect new inlets to be constructed.
 - c. Additional water main/service improvements not originally scoped with the design of the project were identified and incorporated into final construction plans at the following locations:
 - i. A new water service from NW corner of 3rd St. south along Nebraska St. to a property located on the south side of the alley.
 - ii. Water main reconstruction at storm sewer crossings located at 3rd and 6th Streets.
 - iii. Potential relocation of various water services at storm sewer pipe crossings due unknown depths of water services previously installed.
3. During construction, the original construction timeframe to substantially complete the **project was extended 150 calendar days/21.5 weeks to 187 calendar days/27 weeks**.
 - a. Change Order 1 extended date of Substantial Completion from 9/1/2020 to 9/18/2020 due to extra work items identified and required during construction.
 - i. Various storm sewer pipe adjustments and additional manhole resolving conflicts with utilities (gas, water, and telecommunications).
 - ii. Delay in receiving storm sewer pipe from supplier due to COVID causing shortages.
 - b. Change Order 2 extended date of Substantial Completion from 9/18/2020 to 10/8/2020 due to extra work items identified and project delay due to untimely rain event.
 - i. Storm sewer pipe adjustments resolving conflicts with utilities (gas, water, and telecommunications).
 - ii. Water main revisions resolving constructability concerns with service shutdowns and relocation of hydrant.
 - iii. Untimely rain event delay paving.
 - iv. Additional driveway construction identified in the field following mainline paving.



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

**Amendment No. 1 To Engineering Agreement
JEO Project #180975 – 2019 Nebraska Street Improvements**

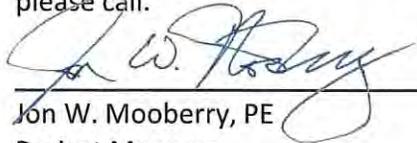
REFERENCE:

Standard form of Agreement executed on February 5, 2019, between Owner and Engineer for professional services for the above referenced project. Except as noted below, all other terms and conditions remain unchanged.

AMENDMENT:

The scope of services and fee of the Agreement are amended to include additional construction observation services required during construction. Section 5 of Exhibit A1 as referenced under Article 3 of the Agreement is hereby amended to include an additional fee of \$4,744 to the Construction Observation task revising the fee from \$33,120 to \$37,864. The total professional services fee hereby being revised from \$117,430 to \$122,174.

If acceptable, please sign and return one (1) original to JEO. If you have any questions, please call.



Jon W. Mooberry, PE
Project Manager
JEO Consulting Group, Inc.

11/12/2020

Date

Cale Giese
Mayor
City of Wayne

Date

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.

Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the **original** Signing Resolution, **original** Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT **by December 31, 2020**, **the municipality will not receive an Incentive Payment for Calendar Year 2020.**

RESOLUTION

**SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2020**

Resolution No. 2020-57

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

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

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

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

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

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

(Signature of Clerk)

Do not recreate or revise the pages of this document, as revisions and recreations will not be accepted.
Failure to complete and return: If a municipality had an appointed and Licensed City Street Superintendent for all or part of Calendar Year 2020 and the municipality does not complete and return the original Signing Resolution, original Year-End Certification, and a copy of the documentation of the city street superintendent(s) appointment to the NDOT by December 31, 2020, the municipality will not receive an Incentive Payment for Calendar Year 2020.

Year-End Certification of City Street Superintendent For Determining Incentive Payment

January 1, 2020 to December 31, 2020

*This certifies that _____, License Number S- _____ Class _____,
(Print name of Superintendent as appears on license card) (A or B)

was the appointed City Street Superintendent of _____
(Print name of City or Village)

from _____, 2020 to _____, 2020
Month Date Month Date

and actually performed all of the following duties:

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

And further certifies that the superintending services of the above listed individual were provided by: *(Check one box)*

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

 Signature of Mayor Village Board Chairperson

* If more than one individual or the City Council or Village Board provided street superintending services during the calendar year, list each successive superintendent using a separate certification. The amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) whether or not your municipality appointed a licensed City Street Superintendent for all 12 months; (c) class of license, A or B; and (d) whether or not the Superintendent performed all of the duties listed. *Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.* If your city or village did not have an appointed City Street Superintendent, write "City Council" or "Village Board" as the name of "Superintendent." Failure to return the resolution, certification, and documentation of the superintendents appointment will result in your municipality not receiving an Incentive Payment for Calendar Year 2020.

Note: In addition to this annual, Year-End Certification of Superintendent to the Nebraska Department of Transportation, (due December 31st), the municipality is also responsible for filing the "Municipal Annual Certification of Program Compliance" and "Signing Resolution" with the Board of Public Roads Classifications and Standards (due October 31st). Reference Neb. Rev. Stat. §§39-2115, 39-2119, 39-2120, 39-2121 and 39-2520(2).



Return the completed original resolution and certification, and a copy of the documentation of appointment by December 31, 2020 to:

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

ORDINANCE NO. 2020-20

THIS IS AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO ALLO COMMUNICATIONS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS TO OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF WAYNE, NEBRASKA, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE PROVIDING FOR CITY REGULATION AND USE OF THE CABLE TELEVISION SYSTEM, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF WAYNE, NEBRASKA:

SECTION 1. DEFINITIONS. For the purpose of this ordinance, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- (a) “Municipality” shall mean the City of Wayne.
- (b) “Council” shall mean the governing body of the Municipality.
- (c) “Company” shall mean ALLO Communications LLC and its successors and assigns.
- (d) “Person” shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.
- (e) “Franchise Area” shall mean that area within the corporate limits of the Municipality.
- (f) “Street” shall mean the surface of and the space above and below any public street, right of way, road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, drive, communications or utility easement, now or hereafter existing as such within the Franchise Area.
- (g) “Property of Company” shall mean all property owned, installed or used by Company in the conduct of a CATV business in the Municipality.
- (h) “Cable Television System” (referred to as “CATV”) shall have the same definition of that included in the Telecommunications Act and includes, without limitation, antenna, cable wires, lines, towers, wave guides, or any other conductors, converters,

equipment or facilities, designed, constructed, or wired for the purpose of producing, receiving, amplifying, and distributing by fiber optic and/or coaxial cable audio and/or visual radio, television, electronics or electrical signals to and from persons, subscribers, and locations in the franchise area.

- (i) “Basic Television Services” shall mean the simultaneous delivery by the Company to television receivers of all subscribers in the Franchise Area of all signals of over the air television broadcasters and public, educational, or governmental television access facilities required by the Federal Communications Commission to be carried by CATV.
- (j) “Additional Service” shall mean any communications service other than basic service provided over its CATV by the Company directly or as a carrier for its subsidiaries, affiliates, or any other person engaged in communications services including but not limited to satellite distributed programming, security alarm monitoring, data transmission, or any other electronic intelligence transmission, facsimile reproduction, meter reading, and home shopping.
- (k) “Pay Television Service” shall mean the simultaneous delivery by the Company to television receivers over the CATV of television programming to subscribers for a fee or charge (over and above the charge for Basic Television Service) on a per program, per channel, or other subscription basis.
- (l) “Subscriber” shall mean any person or entity receiving Basic Television Service.
- (m) “Gross Annual Subscriber Revenues” shall mean the compensation and other consideration received by the Company directly from subscribers in payment for regularly furnished Basic CATV and Pay Television Service. Gross annual Subscriber Revenue shall not include: (1) any taxes, fees or assessments collected by the Company from Subscribers for pass-through to a government agency to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- (n) “Drop” shall mean a wire or cable that connects each building to the main (trunk) cable.
- (o) “Telecommunications Act” shall mean the Telecommunications Act of 1996, as amended from time to time and located in Title 47, Chapter I, Part 76 of the Code of Federal Regulations.

SECTION 2. GRANT OF AUTHORITY. Whereas, the Municipality has approved the qualifications of Company and the adequacy and feasibility of the Company’s construction arrangements as part of a full public proceeding affording due process, there is hereby granted by

the Municipality to the Company the nonexclusive right and privilege to engage in the business of operating and providing a CATV in the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any public way and public place, now laid out or dedicated and all extensions thereof and additions thereto in the franchise area such poles, wires, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the CATV; and in addition, so to use, operate, and provide similar facilities or properties rented or leased from other persons, firms, or corporations including but not limited to any public utility or other Company franchised or permitted to do business in the City.

SECTION 3. TERM OF FRANCHISE. The franchise and rights herein granted shall continue in force and effect for a term of fifteen (15) years beginning on the effective date of this franchise. This franchise shall automatically renew for an additional fifteen (15) year period unless either Municipality or Company provide the other party written notice of termination at least one hundred eighty (180) days prior to the last day of the initial term.

SECTION 4. CONDITIONS OF STREET OCCUPANCY.

(a) All transmission and distribution structures, lines, and equipment erected by Company within the franchise area shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of such streets or other public ways and places. The CATV shall be constructed, repaired, and operated in compliance with the National Electric Safety Code. Company shall install and maintain its wires, cables, fixtures, and other equipment in such manner that they will minimize any interference with any installations of the Municipality or of a public utility serving the Municipality.

(b) Company shall not unnecessarily interfere with the use of any alley, street, sidewalk, driveway or public place and, where the paving or surface of any alley, street, sidewalk, driveway or public place is disturbed, Company, at its own expense and in a manner satisfactory to the

authorized representatives of the Municipality, shall replace such paving or surface in as good condition as before such work was commenced.

(c) Company shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of Company when required by the Municipality by reason of traffic conditions, public safety, street vacation, street construction, change of establishment of street grade, installation of sewer, drains, water pipes, Municipality owned power or signal lights or any other type of structure or improvement by Municipality.

(d) All wires, conduits, cables and other property and facilities of Company shall be so located, constructed, installed and maintained as not to endanger or unnecessarily interfere with the usual and customary trade, traffic and travel upon the alleys, streets or public places of the Municipality. Company shall keep accurate maps and records of all its facilities and furnish copies of such maps and records as requested by the Municipality. Company shall not place poles or other equipment where they will interfere with the rights or reasonable convenience of adjoining property owners, or with any then existing gas, electric, or telephone fixtures, or with any water hydrants or mains.

(e) All wires, cables, amplifiers and other property shall be constructed and installed in an orderly and workmanlike manner. All cables and wires shall be installed parallel with existing telephone and electric wires whenever possible. Multiple cable configurations shall be arranged in parallel and bundled, with due respect for engineering and safety consideration. All installations shall be underground in those areas of the City where public utilities providing telephone or electric service are underground. In areas where either telephone or electric utility facilities are above ground at the time of installation, the Company may install its service above ground with the understanding that, at such time as those facilities are required to be placed underground by the City, the Company shall likewise place its services underground without additional cost to the residents of the City other than as may be granted under the provisions of this ordinance.

(f) The Municipality shall give Company reasonable notice of plans for street improvement where paving or resurfacing of a permanent nature is involved. The notice shall give Company sufficient time to make any additions, alterations, or repairs to its facilities as it deems necessary in advance of the actual commencement of the work, so as to permit Company to maintain continuity of service.

(g) In case of disturbance of any street, public way, or paved area by Municipality, the Company shall, at its own cost and expense and in a manner approved by Municipality, replace and restore such street, public way or paved area in as good a condition as before the work involving such disturbance was done.

(h) The Company shall have the authority to trim trees overhanging upon streets, alleys, sidewalks and other public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company. The Company shall make every effort to preserve the esthetic beauty and viability of any trees trimmed.

(j) Any poles or other fixtures placed in any public way by the Company shall be placed in such manner as not to interfere with the usual travel on such public way.

(k) The Company shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from the street or other public place, any property of the Company when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change of establishment of street grade, installation of sewers, drains, water pipes, water lines, signal lines, and tracks or any other type of structures or improvements by the city, provided, however, that the Company shall in all such cases have the rights and obligations of abandonment of property of the Company subject to City Ordinances.

SECTION 5. SAFETY REQUIREMENTS.

(a) Company shall at all times employ ordinary care use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) All structures and all lines, equipment and connection in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the franchise area, wherever situated or located shall at all times be kept and maintained in a safe, suitable condition, and in good order and repair.

SECTION 6. PUBLIC BUILDING CONNECTION/LOCAL ORIGINATION PROGRAMMING.

(a) Company shall provide one free Drop at the following public buildings:

- (1) City Hall located at 306 N. Pearl;
- (2) Fire Hall located at 510 Tomar Dr.;
- (3) Public Library Building located at 410 Pearl;
- (4) Community Activity Center Located at 901 W. 7th Street;
- (5) Line Shop located at 211 S. Pearl;
- (6) Power Plant located at 208 S. Main; and
- (7) Public Works located at 207 Fairgrounds Avenue

(b) No monthly charges shall be made to Municipality for providing basic CATV service to the buildings listed above.

(c) During the term of the franchise, the Company shall dedicate, at no charge, at least two local origination channels, one for City government access and one for educational access for public school/college use.

SECTION 7. SYSTEM CONSTRUCTION AND EXTENSION.

(a) Company, whenever it shall receive a request for service from at least ten (10) subscribers within 1,000 feet of its trunk cable, shall extend its CATV to such Subscribers at no cost to the Subscribers for CATV extension other than the usual connection fees for all subscribers, provided that such extension is technically and physically feasible at a commercially reasonable cost. The 1,000 feet shall be measured in extension length of Company's cable required for service

located within the public way and shall not include length of necessary service drop to the Subscriber's home or premises.

(b) No person, firm, or corporation in Company's Franchise Area shall be arbitrarily refused service. However, in recognition of the capital costs involved for unusual circumstances and in order to prevent inequitable burdens on potential cable subscribers in more densely populated areas, service may be made available on the basis of cost of materials, labor, and easements. Unusual circumstances shall include but not be limited to: a requirement for underground cable, a distance of more than 150 feet from the distribution cable to the connection of service to a Subscriber, or a density of less than ten (10) Subscribers per 1,000 feet of the CATV.

(c) In the event additional adjacent territory is incorporated within the Municipality's limits by annexation or otherwise, Company's rights and duties under this Ordinance shall be deemed to include such additional territory.

(d) Company shall maintain a minimum capability of not less than thirty-five (35) channels for of the CATV in Municipality.

SECTION 8. OPERATIONAL STANDARDS.

(a) Company shall operate and maintain its CATV in full compliance with the standards set forth by the Federal Communications Commission.

(b) Company shall construct, operate and maintain the CATV in a safe manner and shall comply with all applicable building codes, electrical codes and, at a minimum, all of the safety and other regulations set forth in the Telecommunications Act.

(c) Company shall abide by any and all applicable subscriber privacy rules and regulations of the federal and state governments.

SECTION 9. LOCAL OFFICE; COMPLAINTS.

(a) Company shall maintain a business office or agent which Subscribers may telephone twenty-four (24) hours per day, seven days per week, without incurring added message or toll charges.

(b) Company shall promptly respond after receipt of a complaint.

(c) Company shall maintain written logs or electronic data listing the day and time of subscriber complaints, identifying the subscriber, and describing the nature of the complaint and when and what action was taken by Company. This information shall be maintained for three (3) years, and Company shall provide it to Municipality upon request.

SECTION 10. RATES. Company has on file with the Municipality a schedule of tariffs which shall include all fees, charges, and rates to be charged to subscribers. If any of the fees, charges, or rates are changed, Company shall notify the Municipality of such changes in writing at least thirty (30) days before the changes take effect.

SECTION 11. PREFERENTIAL OR DISCRIMINATION PRACTICES PROHIBITED. Company shall not, as to rates, charges, service facilities, rules, regulations, or in any other respect, make or grant any preference or advantage to any person nor subject any person to any prejudice or disadvantage, provided that nothing in this franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled and provided further that connection and service charges may be waived or modified during promotional campaigns of Company.

SECTION 12. FRANCHISE PAYMENTS.

(a) Company shall pay to Municipality a franchise fee equal to five percent (5%) of the Gross Annual Television Subscriber Revenue received for the CATV in the Franchise Area. The fee shall be paid on or before May 1 of each calendar year for CATV in the Franchise Area for the

preceding year. Except as provided in any related Pole Attachment Agreement or Head End Lease, no other fee, charge or consideration shall be imposed. Company shall provide an annual summary report showing Gross Annual Television Subscriber Revenue received during the twelve months preceding the due date of each annual franchise fee payment.

(b) Company shall keep complete and accurate books of accounts and records of the business and operations under and in connection with the CATV. The duly authorized representative or agent of the Council shall have the right to review all records pertaining to Gross Annual Television Subscriber Revenue. Non-revenue financial records will only be requested in the aggregate on a summary prepared by Company. Municipality acknowledges the sensitivity of these records and will request this information only on an “as needed” basis and will treat this information as confidential and proprietary to the fullest extent as allowed by law. The Council shall have the right to hire, at its own expense, an independent certified public accountant or other business or financial expert to review the books and records of Company. If after a financial audit it is determined that Company has underpaid amounts owed to the Municipality by more than three percent (3%) annually, then Company shall pay Municipality the additional amount due plus interest at the rate of six percent (6%) per annum and shall reimburse Municipality for the actual cost of the audit. A false entry into the books and/or records of Company made by Company of a material and substantial fact shall constitute a material violation of this Ordinance. Erroneous entries shall not constitute a material violation if made in good faith.

SECTION 13. INDEMNIFICATION OF MUNICIPALITY. Company shall at all times protect and hold harmless the Municipality from all claims, actions, suits, liability, loss, expense, or damages of every kind and description, including investigation costs, court costs, and attorney’s fees, which may accrue to or be suffered or claims by any person or persons arising out of the negligence of Company in the ownership, construction, repair, replacement, maintenance, and operation of the CATV and by reason of any license, copyright, property right or patent of any article or system used in the construction or use of such CATV. The obligation of Company to

indemnify and hold Municipality harmless under this Section shall be contingent upon Municipality providing Company: (i) prompt notice of any such claim, action, suit, liability, loss, expense or damage; (ii) the right to defend and settle such claim; and (iii) reasonable assistance, including access to all relevant information regarding such claim.

SECTION 14. INSURANCE. For so long as it owns and operates a CATV within the Municipality, Company shall secure and maintain public liability, property damage insurance and umbrella coverage in at least the following amounts:

1. Public liability and property damage insurance in the amount of Two Million Dollars (\$2,000,000.00) per event/per occurrence.
2. Umbrella liability shall be in the amount of Two Million Dollars with no more than a Fifty Thousand Dollar (\$50,000.00) deductible and/or base insurance. Company's provider of public and personal liability and property damage insurance shall specifically include the Municipality, the Mayor, the Council, their officials, agents, employees or representatives as additional insureds. Furthermore, the public and personal liability and property damage insurance policy shall be issued by an agent or representative of an insurance company licensed to do business in the State of Nebraska and which has one of the three highest and best ratings from the AM Best Company.
3. The public liability and property damage insurance policy shall contain an endorsement obligating the insurance company to furnish the City Administrator for Municipality with at least thirty (30) days written notice in advance of cancellation of the insurance.
4. Renewal or replacement policies or certificates shall be delivered to the Municipality upon request. Company shall provide with a certificate of insurance on upon request.

SECTION 15. EMERGENCY AND DISASTER WARNINGS. In the case of an emergency or a disaster, the Company shall, upon request of the City, make available its facilities to the City for emergency use during the emergency or disaster period. The Company will also

provide a means of interrupting all channels on the CATV to present emergency audio messages by local law enforcement and public officials. Equipment for such purposes shall be installed in the head-end and shall be accessed by telephone to be installed at a location designated by the City at the company's expense. This may require a dedicated phone line which shall be the City's expense. The equipment shall be purchased and owned by the City, and all maintenance and repair thereon shall be at the City's expense.

SECTION 16. ASSIGNMENT OR TRANSFER OF FRANCHISE. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Company, without the prior consent of the City, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Company in this franchise or the CATV to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Municipality shall notify the Company in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

SECTION 17. VIOLATIONS; TERMINATION AND REVOCATION.

1. The Company shall have thirty (30) days from receipt of a notice from Municipality that it is in material breach of this franchise to (i) respond to the Municipality, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Municipality of the steps being taken and the projected date that they will be completed.
2. Prior to revocation or termination of the franchise, the Municipality shall give written notice to the Company of its intent to revoke the franchise on the basis of a pattern of

noncompliance by the Company, including one or more instances of substantial noncompliance with a material provision of the franchise. The notice shall set forth the exact nature of the noncompliance. The Company shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Municipality has not received a satisfactory response from Company, it may then seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

3. At the hearing, the Council shall give the Company an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Company. The Company may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council.
4. Notwithstanding the above provisions, the Company does not waive any of its rights under federal law or regulation.
5. Upon revocation of the Franchise, Company may remove the CATV from the Streets of the Municipality, or abandon the CATV in place.

SECTION 18. SEPARABILITY. If any section, subsection, sentence, clause, phrase, or portion of this franchise shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction or by any regulating authority with competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the

validity of the remaining portions hereof; provided, however, that the rates as set forth herein are dependent upon each other and, in the event that any of such rates are determined by a court of competent jurisdiction to be invalid, then all rates established hereunder shall be subject to renegotiations.

SECTION 19. CONFLICTS. All ordinances or portions of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 20. PUBLICATION. This Ordinance shall be published in pamphlet form as provided by the Statutes of the State of Nebraska and shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 21. POLE ATTACHMENT. This Ordinance shall include and incorporate by this reference the Pole Attachment Agreement, if any, attached as Exhibit A hereto.

SECTION 22. HEAD END LEASE. This Ordinance shall include and incorporate by this reference the Head End Lease, if any, attached as Exhibit B hereto.

SECTION 23. FORCE MAJEURE. The Company shall not be held in default under, or in noncompliance with the provisions of the franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Company to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, pandemics, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Company's CATV is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

SECTION 24. MINOR VIOLATIONS. The parties hereby agree that it is not the Municipality's intention to subject the Company to penalties, fines, forfeitures or revocation of the franchise for violations of the franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties and hardship to the Company which outweighs the benefit to be derived by the Municipality and/or Subscribers.

SECTION 25. NOTICES. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this franchise shall be in writing and shall be deemed to be sufficiently given upon delivery at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Company shall be delivered or sent to:

Grantor: City of Wayne
P.O. Box 8
Wayne, NE 68787

Company: ALLO Communications LLC
Attn: President
330 S. 21st Street
Lincoln, NE 68510

Copy to:

ALLO Communications LLC
Attn: Legal Department
121 S. 13th Street, Suite 100
Lincoln, NE 68508

SECTION 26. ENTIRE AGREEMENT. This franchise and any Exhibits hereto constitute the entire agreement between Municipality and the Company and they supersede all

prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

SECTION 27. AMENDMENT. This franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this franchise must be made in writing, signed by the Municipality and Company.

[Signature Page follows]

PASSED AND APPROVED THIS _____ day of _____, 2020.

CITY OF WAYNE, NEBRASKA

By _____
Cale Giese, Mayor

ATTEST:

Betty A. McGuire, City Clerk

STATE OF NEBRASKA)
) ss.
WAYNE COUNTY)

Betty A. McGuire hereby certifies that she is the duly appointed, qualified, acting Clerk of the City of Wayne, Nebraska, and that the above and foregoing Ordinance was duly passed and approved at a regular meeting of the Council of Wayne, Nebraska, held on _____, 2020.

(SEAL)

Betty A. McGuire, CLERK.

EXHIBIT A

POLE ATTACHMENT AGREEMENT

EXHIBIT B

HEAD END LEASE

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RESOLUTION NO. 2020-58

**A RESOLUTION APPROVING POLE USE AGREEMENT BETWEEN
THE CITY OF WAYNE AND ALLO COMMUNICATIONS LLC.**

WHEREAS, the Wayne City Council is desirous of entering into a "Pole Use Agreement" with ALLO Communications LLC to use the City's utility poles to make attachments of their fiber transmission lines; and

WHEREAS, staff recommendation is to approve said agreement.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Pole Use Agreement" between the City of Wayne and ALLO Communications LLC, which is attached hereto, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 17th day of November, 2020.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

POLE USE AGREEMENT

THIS POLE USE AGREEMENT (the “Agreement”) is made and entered into this 17th day of November, 2020, by and between the City of Wayne, Nebraska (hereinafter designated as “Licensor”) and ALLO Communications LLC (hereinafter designated as “Licensee”).

WITNESSETH

1. Attachment.

(a) Licensor, for and in consideration of payment of the sum set forth in Paragraph 1(b), herein below, and the covenants hereinafter made by the Licensee, does hereby license the nonexclusive use to Licensee of the following described premises in the City of Wayne, State of Nebraska:

All utility poles owned by Licensor and utility poles owned by third parties to which Licensor is authorized to permit Licensee to make attachment of fiber transmission lines. Licensee shall be permitted to attach messengers, guy strands, aerial wires, cables, amplifiers, associated power supply equipment and other transmission apparatus necessary for the proper operation of Licensee’s system.

(b) Licensee shall pay to Licensor a pole attachment fee calculated as follows:

<u>Period</u>	<u>Rental Fee</u>
December 1, 2019 to November 30, 2023	\$11.00 per pole per year (payable in arrears in quarterly installments)
December 1, 2023 to November 30, 2027	\$12.00 per pole per year (payable arrears in quarterly installments)
December 1, 2027 to End of Lease	Amount to be negotiated

2. Term. The term of this Agreement shall commence on the date hereof and shall terminate on the date the Licensee ceases to operate and maintain the fiber transmission lines.

3. Specifications. Attachments shall at all times be in conformity with accepted modern methods and shall at all times conform to the requirements of the National Electrical Safety Code, 2017 Edition and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

4. Termination. Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party.

5. Pole Placement, Replacement, and Modification. In the event any pole, as currently constructed, to which Licensee desires to make attachments, is unable to support or accommodate said attachments, Licensor will notify Licensee of the necessary work required to accommodate Licensee’s attachments, and associated costs. If Licensee elects to go forward with the necessary changes, Licensee shall pay to Licensor, and any currently existing Licensees, the actual cost of the required work. Work

shall be performed by Licensor or Licensor's agents, employees, or contractors. Licensee shall reimburse Licensor for the cost of said work, and Licensor may, at its discretion, require advance payment for the same. If Licensor intends to replace, repair, remove, or modify a pole for any reason, Licensor shall notify Licensee of its intent. Licensee shall be solely responsible for the cost of relocating, removing, reinstalling, or any other costs association with Licensee's attachments.

6. Assignment. This Agreement shall not be assigned by Licensee, other than by operation of law, or to an entity controlling, controlled by, or under common control with Licensee, without the prior written consent of Licensor, such consent not to be unreasonably withheld or delayed.

7. Liability. Licensor reserves to itself the right to maintain and operate its poles in such manner as will best enable it to fulfill its service requirements. Licensee enters into this contract at its own risk. Licensor shall exercise reasonable precaution to avoid damaging Licensee's communication facilities and shall report to Licensee the occurrence of any such damage caused by its employees, agents, or contractors.

8. Indemnification; Limitation of Liability. Licensee shall defend, indemnify, and hold harmless Licensor and its officials, officers, board members, council members, commissioners, representatives, employees, agents, and contractors against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments, and expenses arising in any way, including any act, omission, failure, negligence, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents or contractors, of Licensee's communications facilities, except to the extent of the Licensor's negligence or willful misconduct giving rise to such covered claims. Licensee's obligations under this Section 8 shall be contingent upon Licensor providing Licensee: (i) prompt notice of any such claim, action, suit, liability, loss, expense or damage; (ii) the right to defend and settle such claim; and (iii) reasonable assistance, including access to all relevant information regarding such claim.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT AND A PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and their respective executors, administrators, heirs, legatees, successors and assigns.

10. Laws. This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

11. Amendment. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing duly executed by the parties hereto.

12. Separability. If any section, subsection, sentence, clause, phrase, or portion of this franchise shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction or by any regulating authority with competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof; provided, however, that the rates as set forth herein are dependent upon each other and, in the event that any of such rates are determined by a court of competent jurisdiction to be invalid, then all rates established hereunder shall be subject to renegotiations.

13. Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Licensee shall be delivered or sent to:

Licensor: City of Wayne
P.O. Box 8
Wayne, NE 68787

Licensee: ALLO Communications LLC
Attn: President
330 S. 21st Street
Lincoln, NE 68510

Copy to:

ALLO Communications LLC
Attn: Legal Department
121 S. 13th Street, Suite 100
Lincoln, NE 68508

14. Entire Agreement. This Agreement supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

[Signature Page follows]

IN WITNESS THEREOF, the parties hereto have hereunto set their hand the day and year first above written.

WITNESSES:

LICENSOR:
CITY OF WAYNE, NEBRASKA

By: _____
Cale Giese, Mayor

LICENSEE:
ALLO COMMUNICATIONS LLC

By: _____