

RESOLUTION NO. 2021-3

A RESOLUTION APPROVING INITIAL COMMUNITY-WIDE TECHNOLOGY OVER-BUILD AGREEMENT BETWEEN THE CITY OF WAYNE AND ALLO COMMUNICATIONS LLC.

WHEREAS, the Wayne City Council is desirous of entering into what is called an “Initial Community-Wide Technology Over-Build Agreement” with ALLO Communications LLC to provide for the timely and efficient expansion of broadband throughout the entire corporate limits of Wayne; 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 “Initial Community-Wide Technology Over-Build Agreement” between the City of Wayne and ALLO Communications LLC, which is attached hereto, be accepted as recommended, and the Mayor is authorized and directed to execute said agreement on behalf of the City.

PASSED AND APPROVED this 5th day of January, 2021.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

**INITIAL COMMUNITY-WIDE
TECHNOLOGY OVER-BUILD AGREEMENT**

This Agreement is entered into between ALLO Communications, LLC, (ALLO), and the City of Wayne, Nebraska (City).

WHEREAS, ALLO desires to construct fiber broadband throughout the corporate limits of the City of Wayne, Nebraska; and

WHEREAS, ALLO has a permit to construct fiber broadband throughout the downtown area of City; and

WHEREAS, the City and ALLO desire to enter into an agreement that provides for the timely and efficient expansion of broadband throughout the entire corporate limits of City; and

WHEREAS, ALLO desires to construct fiber broadband in a grid progression, with each grid being a stand-alone project, with typical grid size being 800 to 1,000 homes or businesses; and

WHEREAS, the City desires to inspect the over-build project to assure any construction complies with City Code and permit standards.

NOW, THEREFORE, BE IT RESOLVED that ALLO and the City mutually agree as follows:

1. ALLO shall be permitted to construct fiber broadband across all the City grids simultaneously, which will provide for both underground and aerial construction in City's Right-of-Way and Utility Easements;
2. ALLO shall pay to City permit fees in the amount of \$600.00 per grid area, for a total of \$1,800.00;
3. ALLO shall abide by all state "one-call" laws;
4. ALLO agrees potholing of existing utilities will be performed by hand digging or using a hydro-vac in situations where hand-digging is not practical;
5. All soils removed by ALLO as part of excavation will be stored on tarps and reused, in an effort to return the site to its original condition;
6. ALLO shall remove gravel prior to any alley excavation. Gravel shall be stored and reused post-excavation, in an effort to return the alley to its original condition;
7. Prior to grid start, ALLO and the contractor will conduct a pre-construction field briefing within the grid. City's inspector is invited to attend the meeting to provide feedback prior to construction;
8. At the completion of each grid, ALLO and City will complete a final inspection and annotate any discrepancies that the contractor must repair;

9. The permit shall be satisfied when both ALLO and City are satisfied with repairs;
10. If a discrepancy is found after the final inspection (such as a bad coupler preventing cable pulling), ALLO will direct the contractor to repair the discrepancy at ALLO's expense;
11. All restoration will be completed to ALLO's standards, as well as the City's standards;
12. City inspectors shall be permitted to spot check any subcontractor, at any time, with or without notice, and to provide oversight and feedback; and
13. All the terms and conditions herein contained are contingent upon the signing of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have affixed their signatures on the date specified below.

CITY OF WAYNE, a municipal corporation

By _____
Cale Giese, Mayor

ATTEST:

By _____
Betty A. McGuire, City Clerk

Date: _____

ALLO Communications, LLC

By _____
Brad Moline, CEO

Date _____