

**AGENDA
CITY COUNCIL MEETING
February 6, 2018**

1. [Approval of Minutes – January 16, 2018](#)

2. [Approval of Claims](#)

The City Council will be hearing public comments on the following agenda items: _____

Anyone desiring to view the Open Meetings Act may do so. The document is available for public inspection and is located on the south wall of the Council Chambers.

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

3. [Action on the Request of Anthony Cantrell on behalf of the Wayne High School, in conjunction with EVERON \(Electric Vehicle Energy Research of Nebraska\) to close off a part of East 10th Street from Angel Avenue to Hillside Drive on Saturday, May 5th, from 8:00 a.m. until 5:00 p.m. for an Electric Vehicle Power Drive Rally](#)
4. Presentation on Housing and LB 518 — Megan Weaver, Director of Wayne Community Housing Corporation, and Luke Virgil, Executive Director Wayne Area Economic Development
5. Action to approve matching funds for LB 518 housing grant application

Background: This is a follow-up discussion from the last time Luke Virgil presented to the Council in January, 2018, as well as from the conversation held at Council Retreat.

6. [Public Hearing: Application for a Class CK \(On and off sale - Beer, Wine, Distilled Spirits & Catering\) Liquor License – Wayne Area Event Center, Inc., d/b/a “Beaumont Event & Concert Hall” — Josie Broders \(Advertised Time: 5:30 p.m.\)](#)
7. Resolution 2018-6: Recommendation on the Application for a Class CK Liquor License — Wayne Area Event Center, Inc., d/b/a “Beaumont Event & Concert Hall”
8. [Public Hearing: One and Six Year Street Improvement Program \(Advertised Time: 5:30 p.m.\)](#)

Background: This Plan is required to be submitted to NDOR each February to be eligible for approximately \$460,000 in NDOR Highway Allocation funds for Wayne. This Plan was developed and recommended to you based on retreat goals, plus input from the Public Works Department regarding work needed to be done. This is the

opportunity for the public to share their input regarding the projects listed and/or projects they would like to see incorporated into the plan.

9. [Resolution 2018-7: Approving One and Six Year Street Improvement Program](#)

Recommendation: The recommendation of Joel Hansen, Street and Planning Director, is to approve the One and Six Year Street Improvement Plan as presented. This Plan can be modified at this meeting.

10. [Resolution 2018-8: Accepting Bid and Awarding Contract on the 2nd Street Storm Sewer Improvement Project](#)

Background: We received four bids on January 25, 2018, for this project. The engineer has reviewed the same and is recommending that the project be awarded to the low bidder, Robert Woehler & Sons Construction, Inc., for \$384,910.00 (Base Bid) and represents the cost to put the original street bricks back in place. The alternate bid in the amount of \$32,410.00 is in lieu of the amount in the "Construct Brick Paving" line item. The adjustment would be a reduction of \$27,880 off of the Base Bid and would not put the original bricks back (concrete paving instead). The bid tabulation is included in this packet.

11. [Resolution 2018-9: Authorizing City Administrator to apply for Nebraska Public Transportation Act Funds for the operation of the Wayne Public Transportation System](#)

Background: This is an annual action required to apply for and receive about \$50,000 per year in State subsidies for our handi-van public transportation system.

12. [Action on the submission of the Wayne Senior Center's Fiscal Year 2018 detailed plan of operation and budget to the Northeast Nebraska Area Agency on Aging; acceptance of new fiscal year Service Awards that have been awarded by the Area Agency; and approval of any revisions made during the fiscal year to the Service Awards](#)

Background: This is an annual action required to apply for and receive about \$40-60,000 per year in State subsidies for our Senior Center meals and meals on wheels.

13. [Resolution 2018-10: Approving Professional Service Engineering Agreement, Supplemental No. 1, between the City of Wayne and Olsson Associates, Inc. – Wayne Trail – Phase 2 Project](#)

Background: This Supplemental Agreement No. 1 between the City and Olsson Associates is for engineering services to revise the environmental documentation to reflect the project design changes (accommodation of 3 new driveways along Grainland Road, a new parking lot and trail connection near the new city pool located adjacent to the Community Activity Center, and a new curb ramp near the intersection of NE Highway 15 and E. 14th Street). This work will involve completion of the CE Re-evaluation form and associated document coordination. The estimated total fee for these services is \$6,571.50.

14. [Resolution 2018-11: Approving the Small Cell Master License Agreement with Alltel Communications of Nebraska, LLC, d/b/a "Verizon Wireless"](#)

Background: Verizon Wireless is requesting to place 4 small cell structures around Wayne State College in the City right-of-way. These structures would be mounted to poles no taller than street lights and would be separately metered for electrical usage. The term includes 10 years.

15. [Ordinance 2018-1: Amending the City of Wayne's Extraterritorial Jurisdiction Map \(Third and Final Reading\)](#)

16. [Appointment of a Councilmember to the Audit Committee \(replacing Nick Muir\)](#)

Background: This is a 3-member committee. Jon and Cale serve on the committee. However, because of the resignation of Nick Muir, we are now seeking another Councilmember to volunteer to be on the committee.

17. [Adjourn](#)

**MINUTES
CITY COUNCIL MEETING
January 16, 2018**

The Wayne City Council met in regular session at City Hall on Tuesday, January 16, 2018, at 5:30 o'clock P.M. Council President Jill Brodersen called the meeting to order with the following in attendance: Councilmembers Cale Giese, Rod Greve, Jon Haase, Jennifer Sievers, Terri Buck, Jason Karsky, Matt Eischeid and Jill Brodersen; City Attorney Amy Miller; City Administrator Wes Blecke; and City Clerk Betty McGuire. Absent: Mayor Ken Chamberlain.

Notice of the convening meeting was given in advance by advertising in the Wayne Herald on January 4, 2018, 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.

Councilmember Haase made a motion, which was seconded by Councilmember Buck, whereas, the Clerk has prepared copies of the Minutes of the meeting of January 2, 2018, and that each Councilmember has had an opportunity to read and study the same, and that the reading of the Minutes be waived and declared approved. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the Minutes approved.

The following claims were presented to Council for their approval:

VARIOUS FUNDS: A & R CONSTRUCTION, SE, 82083.37; ACTIVE NETWORK, SU, 754.36; AMERITAS, SE, 97.45; AMERITAS, SE, 2686.40; AMERITAS, SE, 72.00; AMERITAS, SE, 55.98; APPEARA, SE, 88.03; ASCAP, FE, 348.00; AWWA, FE, 300.00; BAKER & TAYLOR BOOKS, SU, 1106.70; BELMONT, TABITHA, RE, 170.95; BINSWANGER GLASS, SU, 193.00; BSN SPORTS, SU, 241.28; NANCY BRADEN, SE, 6000.00; CITY EMPLOYEE, RE, 445.53; CITY EMPLOYEE, RE, 1313.35; CITY EMPLOYEE, RE, 48.16; CITY EMPLOYEE, RE, 11.77; CITY EMPLOYEE, RE, 164.49; CITY EMPLOYEE, RE, 28.44; CITY EMPLOYEE, RE, 659.74; CITY EMPLOYEE, RE, 195.63; CITY OF WAYNE, PY, 80842.98; COPY WRITE PUBLISHING, SE, 384.09; CRESCENT ELECTRIC, SU, 911.63; DANKO EMERGENCY EQUIPMENT, SU, 40.00; DAVE'S DRY CLEANING, SE, 126.00; DEARBORN NATIONAL LIFE, SE, 2362.47; DUTTON-LAINSON, SU, 5780.68; EASYPERMIT POSTAGE, SU, 1813.98; EDM PUBLISHERS, SU, 99.49; EMPLOYERS MUTUAL CASUALTY, RE, 500.67; ENVIROTECH SERVICES, SU, 5760.00; ESRI, FE, 1350.00; EZRA BRODERSON, SE, 400.00; FLOOR MAINTENANCE, SU, 153.55; FREDRICKSON OIL, SE, 14.20; GILL HAULING, SE, 458.00; HARRIS, DWIGHT, RE, 77.34;

HASEMANN FUNERAL HOME, RE, 150.00; HILAND DAIRY, SE, 123.15; ICMA, SE, 10290.68; INGRAM LIBRARY SERVICES, SU, 460.44; IRS, TX, 3.24; IRS, TX, 15031.80; IRS, TX, 17024.19; IRS, TX, 3515.46; IRS, TX, 13.84; IRS, TX, 2.31; JENKINS, JACI, RE, 102.74; KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE, RE, 243.00; KRIZ-DAVIS, SU, 263.22; KTCH AM/FM RADIO, SE, 644.00; LOWER ELKHORN NRD, SU, 88.00; LUCAS GUBBELS, RE, 150.00; MAIN STREET AUTO CARE, SE, 100.00; MAIN STREET AUTO CARE, SE, 100.00; MARCO INC, SE, 159.74; MATHESON-LINWELD, SU, 40.30; METERING & TECHNOLOGY SOLUTIONS, SU, 861.45; MEYER, ERIC, RE, 86.03; MIDSTATES ERECTORS, SU, 868.50; MIKEY C PRODUCTIONS, SE, 360.00; MILO MEYER CONSTRUCTION, SE, 9883.50; MINDY HAASE, SE, 350.00; MUNICIPAL SUPPLY, SU, 1092.42; NE DEPT OF REVENUE, TX, 5139.98; NE DEPT OF REVENUE, TX, 120.33; NE MUNICIPAL CLERKS ASSOC, FE, 45.00; NMPP ENERGY, SE, 5092.50; NORTHEAST POWER, SE, 208.59; PAC N SAVE, SE, 291.12; PEERLESS WIPING CLOTH, SU, 320.00; PELLA GATEWAY, SU, 502.39; PENGUIN RANDOM HOUSE, SU, 22.50; PENRO CONSTRUCTION, SE, 34968.50; PITNEY BOWES, SE, 253.85; POSTMASTER, FE, 144.00; QUALITY 1 GRAPHIC, SU, 690.00; QUALITY FOOD CENTER, SE, 415.23; RAINTREE DRIVE IN LIQUORS, SE, 785.75; REIFENRATH, RIVER, RE, 26.81; ROUMPH, KATLYN, RE, 227.30; S & S WILLERS, SU, 1436.78; SHOPKO, SU, 17.99; SIMONS-SCHILLIM, JENNIFER, RE, 25.14; SKARSHAUG TESTING LAB, SE, 206.75; SPARKLING KLEAN, SE, 2762.11; STATE NEBRASKA BANK-PETTY CASH, RE, 101.07; STEFFEN INC, SU, 177.06; TYLER TECHNOLOGIES, SE, 1113.75; US BANK, SU, 5332.13; US FOODSERVICE, INC, SE, 682.06; UTILITIES SECTION, FE, 170.00; VAKOC CONSTRUCT, SU, 348.76; VERIZON, SE, 317.48; WAED, SE, 450.00; WAYNE COUNTY CLERK, SE, 422.00; WAYNE HERALD, SE, 629.00; WAYNE HERALD, SE, 531.50; WAYNE HERALD, SE, 590.93; WAYNE KORTH, RE, 500.00; WAYNE VETERINARY CLINIC, SE, 252.00; WAPA, SE, 25295.81; WISNER WEST, SU, 219.40; Y & Y LAWN SERVICE, SE, 380.00; DAS STATE ACCTG-CENTRAL FINANCE, SE, 67.73; DAVID FREY, RE, 240.00; ECHO GROUP INC JESCO, SU, 12.20; GALE/CENGAGE LEARNING, SU, 124.10; JWC ENVIRONMENT, SU, 91.93; LUTT OIL, SU, 6071.81; MARCO TECHNOLOGIES, SE, 169.91; MIDWEST LABORATORIES, SE, 161.50; MSC INDUSTRIAL, SU, 187.10; NE LAW ENFORCEMENT, RE, -95.00; NPPD, SE, 302872.03; NORTHEAST POWER, SE, 12842.38; NORTHWEST ELECTRIC, SU, 62.43; OVERDRIVE, INC, SU, 619.79; ST OF NE-CHARITABLE GAMING DIVISION, TX, 1415.00; STAPLES ADVANTAGE, SU, 261.29; WESCO, SU, 410.29

Councilmember Haase made a motion, which was seconded by Councilmember Greve, to approve the claims. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Council President Brodersen advised the public that a copy of the Open Meetings Act was located on the south wall of the Council Chambers and was available for public inspection. In addition, she advised the public that the Council may go into closed session to discuss certain agenda items to protect the public interest or to prevent the needless injury to the reputation of an individual and if such individual has not requested a public hearing.

Phil Monahan, Fire Chief, introduced Grant Miller and requested Council consideration to approving his membership application to the Wayne Volunteer Fire Department. The Fire Department now has 37 members and 1 cadet member. They can have 46 members.

Councilmember Giese made a motion, which was seconded by Councilmember Haase, approving the membership application of Grant Miller to the Wayne Volunteer Fire Department. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Council President Brodersen requested Council consideration to the appointment of Travis Meyer to the Wayne Airport Authority Board. He will replace Jerry Conradt. The term will end December 2022.

Travis Meyer was present to answer questions.

Councilmember Eischeid made a motion, which was seconded by Councilmember Sievers, approving the appointment of Travis Meyer to the Wayne Airport Authority Board. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Luke Virgil, Director of Wayne Area Economic Development, presented the semi-annual report of the LB 840 activity. The LB 840 fund has been depleted other than the funds necessary to repay the loans to the Electric Department.

Luke Virgil, Director of Wayne Area Economic Development, explained LB 518 and the housing opportunities that pertain to said bill. LB 518 was enacted into law last year, and it created a rural workforce-housing fund. It allocated \$7 million from the Nebraska Affordable Housing Trust Fund to be used as a grant program statewide. Local municipalities, nonprofit development organizations and/or housing authorities are able to apply for those funds. Cities can contribute dollars, because there is a matching portion. It is a one-to-one match, and there is a million dollar cap on the request. If we did a full million dollars locally, we could have a \$2 million dollar fund, with the State's matching funds coming to our area. There are very few

limits on how the funds are used, but they want it to be workforce housing. So, for a single-family housing project, the cap is \$275,000 in construction costs. If it is multifamily housing, the cap is \$200,000 per unit. It is intended to be custom-tailored to the local needs. The big question is whether the city would be interested in participating in that program and to what extent. He is working with Meagan Weaver, Wayne Community Housing Corporation, and they are going to be soliciting businesses as well. The application due date is March 30th. The minimum amount per application is \$100,000. The match portion is a grant and not a loan. If you are a builder, you can tap into that fund for construction costs. He was of the opinion that Wayne would have an advantage in this process because of just completing a housing study. He also thought there would be a lot of competition for this grant. It was noted that the Mayor and Council would discuss this matter at their upcoming retreat in February. Mr. Virgil is anticipating that the full grant will be awarded in the first round and there will not be anything left over for a second round next year.

Andrew Ross, Director of the Nebraska Municipal Power Pool, presented the Electric Study Proforma he had done for the City of Wayne. The same indicates that the City should initiate a 3.5% increase in May 2018, and 3.5% increases in October 2019, 2020, and 2021. The financial picture for the City of Wayne is very good. In addition, to stay that way, he recommended small or nominal rate increases rather than waiting and then having to have a large rate increase at one time. They will be looking at the City's rate design in the near future and be coming forward with recommended changes, if any.

The following Resolution would approve the City Administrator as representative and the Electric Distribution Superintendent as alternate representative to the Nebraska Municipal Power Pool.

Councilmember Giese introduced Resolution 2018-4, and moved for its approval; Councilmember Sievers seconded.

RESOLUTION NO. 2018-4

A RESOLUTION APPOINTING REPRESENTATIVE AND ALTERNATE REPRESENTATIVE TO THE MEMBERS' COUNCIL OF THE NEBRASKA MUNICIPAL POWER POOL.

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

A business electric customer (Johnnie Byrd Brewing Company) has approached the City regarding green energy blocks of electricity for purchase. The City has to obtain these off the open market and then resell them to the customer. It makes sense to use NPPD's program at this time. The City would obtain these credits from NPPD, pass them along to the customer, and charge accordingly. The following Resolution would approve the agreements to accomplish this. This will cost the customer an additional \$19 per energy block they purchase. This is a marketing tool for businesses.

Councilmember Giese introduced Resolution 2018-5, and moved for its approval; Councilmember Eischeid seconded.

RESOLUTION NO. 2018-5

A RESOLUTION APPROVING GREEN ENERGY BLOCKS PURCHASE AGREEMENT AND SERVICE SCHEDULE TO GREEN ENERGY BLOCKS PURCHASE AGREEMENT BETWEEN THE CITY OF WAYNE AND NEBRASKA PUBLIC POWER DISTRICT.

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

Councilmember Eischeid introduced Ordinance 2018-1, and moved for approval of the second reading thereof; Councilmember Giese seconded.

ORDINANCE NO. 2018-1

AN ORDINANCE AMENDING THE ZONING MAP BY CHANGING THE EXTRATERRITORIAL JURISDICTION.

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

The following Ordinance would amend Section 97.08 by adding the language at the end thereof: "Penalty, see § 10.99."

Councilmember Giese introduced Ordinance 2018-2, and moved for approval thereof; Councilmember Eischeid seconded.

ORDINANCE NO. 2018-2

AN ORDINANCE TO AMEND WAYNE MUNICIPAL CODE TITLE IX GENERAL REGULATIONS, CHAPTER 97 FIRE PREVENTION AND PROTECTION, SECTION 97.08 OPEN BURNING BAN; WAIVER; TO PROVIDE FOR THE REPEAL OF CONFLICTING ORDINANCES OR SECTIONS; AND TO PROVIDE FOR AN EFFECTIVE DATE.

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

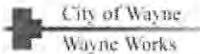
Councilmember Giese made a motion, which was seconded by Councilmember Eischeid, to suspend the statutory rules requiring ordinances to be read by title on three different days. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Greve, to move for final approval of Ordinance No. 2018-2. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

DGR Engineering presented Pay Estimate No. 6 for the "West Inner and East Inner Conversion Electric Distribution Project" for \$34,991.85 to Karian Peterson Powerline Contracting, LLC. They have found the work to date completed in accordance with the plans and specifications, and recommend approval of the same.

Councilmember Eischeid made a motion, which was seconded by Councilmember Buck, approving Pay Estimate No. 6 for \$34,991.85 to Karian Peterson Powerline Contracting, LLC for the “West Inner and East Inner Conversion Electric Distribution Project.” Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried.

Councilmember Giese made a motion, which was seconded by Councilmember Sievers, to adjourn the meeting. Council President Brodersen stated the motion, and the result of roll call being all Yeas, the Council President declared the motion carried and the meeting adjourned at 6:22 p.m.



Vendor	Payable Description	Payment Total
ADVANCED CONSULTING ENGINEERING SERVICES	SOUTHVIEW DITCH RELOCATION	452.86
AM CONSERVATION GROUP, INC.	LED LIGHT BULBS	1,133.18
AMANDA HAWTHORNE	STREET DEPT BREAK ROOM TABLE & CHAIRS	75.00
AMAZON.COM, LLC	DVD'S/OFFICE SUPPLIES	307.76
AMERICAN BROADBAND NE COMM	TELEPHONE CHARGES	2,473.00
AMERITAS LIFE INSURANCE	AMERITAS ROTH	58.36
AMERITAS LIFE INSURANCE	POLICE RETIREMENT	3,076.40
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 PERCENTAGE	135.38
AMERITAS LIFE INSURANCE	POLICE RETIREMENT 457 AMOUNT	72.00
APPEARA	LINEN & MAT SERVICE	149.73
ARBOR DAY FOUNDATION	MEMBERSHIP DUES	100.00
ARC-HEALTH & SAFETY	CPR/AED TRAINING SUPPLIES	168.00
ARNIE'S FORD INC	VEHICLE REPAIR-GASKETS/WATER PUMP	2,530.89
BATTERY SOLUTIONS, LLC	BATTERY BUCKET	109.95
BLACK HILLS ENERGY	GAS BILLS	1,924.52
BOGNER, ANDREA	UTILITY REFUND	150.00
BOMGAARS	MEASURING WHEEL/OIL ABSORBENT/ BUCKET/LID	100.38
BROOKDALE WAYNE	AUDITORIUM DEPOSIT REFUND	150.00
BROWN SUPPLY CO	DETECTABLE WARNING PLATES	3,013.53
C. H. GUERNSEY & COMPANY	TRANSMISSION RATE SCHEDULE	330.00
CENTURYLINK	TELEPHONE CHARGES	417.03
CITIZENS STATE BANK	TIF INTEREST	3,523.33
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	24.08
CITY EMPLOYEE	VISION REFUND	591.00
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	157.95
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	125.37
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	17.51
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	17.51
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	197.53
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	271.58
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	2,671.74
CITY EMPLOYEE	MEDICAL REIMBURSEMENT	221.12
CITY OF WAYNE	PAYROLL	71,996.90
CITY OF WAYNE	PAYROLL	73,414.49
COLONIAL RESEARCH	SWEEPING COMPOUND	153.80
CREATIVE INSTINCT	POLICE TRADING CARD PROMOTION	900.00
CRESCENT ELECTRIC SUPPLY CO	LED RETROFIT BULB	160.00
DAS STATE ACCTG-CENTRAL FINANCE	TELECOMMUNICATION CHARGES	448.00
DEARBORN NATIONAL LIFE	VFD INSURANCE	99.76
DGR & ASSOCIATES CO	EAST/WEST INNER CONVERSION	1,677.80
ECHO GROUP INC JESCO	THERMAL EQUALIZER TEMPERATURE CONTROL	1,128.09
FIRST CONCORD GROUP LLC	FLEX FEES	2,688.86

Vendor	Payable Description	Payment Total
FLOOR MAINTENANCE	PAPER TOWELS	278.67
FLOOR MAINTENANCE	DETERGENT/TRASH BAGS	131.57
GEMPLER'S INC	HOSE REEL	291.20
GILL HAULING, INC	CLUB HOUSE DEMOLITION DISPOSAL FEE	1,457.30
GOVERNMENTAL ACCOUNTING	SUBSCRIPTION	265.00
HACH COMPANY	PH BUFFER SOLUTION KIT	40.78
HAWKINS, INC	FLUORIDE/VALVES	1,087.10
HERNANDEZ, JULIETA	UTILITY REFUND	150.00
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	39.65
HILAND DAIRY	SENIOR CENTER FOOD SERVICE	82.68
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,297.64
ICMA RETIREMENT-FIRST NATL BANK -MARYLAND	PAYROLL RETIREMENT	9,655.52
IOWA PUMP WORKS, INC.	CHECK VALVE/LABOR ON FROZEN PUMPS/LATCH KIT	2,990.37
IRS	FICA WITHHOLDING	13,075.30
IRS	FEDERAL WITHHOLDING	12,252.16
IRS	MEDICARE WITHHOLDING	3,057.88
KARIAN PETERSON POWER LINE CONTRACTING, LLC	FILL SAND FOR UNDERGROUND WORK	415.04
KARIAN PETERSON POWER LINE CONTRACTING, LLC	EAST/WEST INNER CONVERSION	34,991.85
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KATHLEEN A LAUGHLIN, CHAPTER 13 TRUSTEE	PAYROLL DEDUCTION	243.00
KRIZ-DAVIS COMPANY	FIRE RETARDENT CLOTHING	283.32
MAIN STREET AUTO CARE	TOWING CHARGES	100.00
MARRIOTT HOTELS	LODGING -UTILITY CONFERENCE	768.00
MCLAURY ENGINEERING, INC	EVENT CENTER/BANK STABILIZATION/4 TH ST PAVING	3,258.00
MICHAEL TODD & CO INC	BOLTS/WASHERS/NUTS	335.15
NE DEPT OF ENVIRONMENTAL QUALITY	RENEWAL FEE- J BRADY	150.00
NE DEPT OF REVENUE	STATE WITHHOLDING	4,018.37
NE PLANNING & ZONING ASSOC	MEMBERSHIP DUES	40.00
NE PUBLIC HEALTH ENVIRONMENTAL LAB	FLUORIDE/COLIFORM & BLOOD ALCOHOL TESTING	911.00
NE SALT & GRAIN CO	SALT FOR ICE	1,845.85
NEXTERA ENERGY	WIND ENERGY	1,183.18
NICHOLS, RILEY	UTILITY REFUND	46.46
NOVA FITNESS EQUIPMENT	TREADMILLS/BAR BELLS/LAT BAR/AB SLINGS	9,720.16
OFFICE SYSTEMS COMPANY	COPIER LEASE	379.85
REZURRECTED ROD & KUSTOM	SEAT REPAIR	27.82
SHEEHAN, PATRICK	UTILITY REFUND	86.12
SIMONS-SCHILLIM, JENNIFER	UTILITY REFUND	77.65
STATE NEBRASKA BANK-PETTY CASH	LIBRARY PETTY CASH	107.45
SUEHL, BRANDON	CAC MEMBERSHIP OVERPAYMENT	43.86
THE 4TH JUG	HILLSIDE DRIVE INTERSECTION	6,222.22
THRASHER	BUILDING PERMIT DEPOSIT REFUND	100.00
TITUS, JAIME	UTILITY REFUND	300.00
UNITED HEALTHCARE	HEALTH INSURANCE PREMIUM	33,141.36
VIAERO WIRELESS	CELL PHONE	116.80
WAYNE AUTO PARTS	BEARINGS/TOOL SET/FILTERS/HEADLIGHT/BITS ETC	776.55
WAYNE COUNTY TREASURER	VEHICLE REGISTRATIONS	1,169.50

Vendor	Payable Description	Payment Total
WAYNE RENTALS	TIF INTEREST	15,590.70
WESCO DISTRIBUTION INC	STREET LIGHT CONNECTORS	28.09
WILSON, JESSICA	REFUND	18.33
WISNER WEST	FD GASOLINE	71.76
Grand Total:		202,966.26

From: Tony Cantrell <ancantr1@waynebluedevils.org>
To: Betty McGuire <betty@cityofwayne.org>
Date: 1/15/2018 2:18 PM
Subject: Power Drive Rally May 5th

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Hello,

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

Details:

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

What: 2018 Power Drive State Championship

When: May 5th, 2018 8:00am - 5:00pm

We are requesting: Street closure of East 10th street from Angel Avenue to Hillside Drive. (red line on attached picture) and portable restrooms for event.

We will obtain liability insurance for the event.



**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - 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

RECEIVED NOV 29 2017 NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES/NO	<input checked="" type="checkbox"/> NO	New/Replacing #
Class Type	CK	122201
		Initial AH

Applicant name Wayne Area Event Center, Inc.
Trade name ~~The~~ Beaumont Event & Concert Hall, The
Previous trade name _____
Contact email address info@thebeaumontwayne.com / josie.broders@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

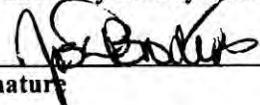
12/5- Misc Dep.
CK 1002 - \$100

Office use only PAYMENT TYPE <u>CK 1001</u> AMOUNT: <u>400</u> Received: <u>jm</u>	 1800000120
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RECEIVED
FORM 100
REV FEB 2017
PAGE 1

1. Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. Enclose the appropriate application forms;
 - 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)
4. If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. Enclose a list of any inventory or property owned by other parties that are on the premises.
9. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See guideline for further assistance
10. Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

✓ 

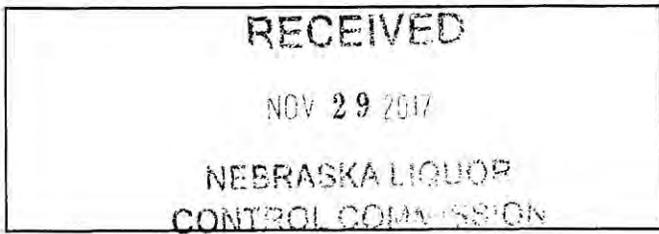
 Signature

11-10-17

 Date

**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/



CK, Corp.

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

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

- 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
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- 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 1 FORM 104)
- Partnership License (requires insert 2 FORM 105)
- Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
- Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**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 _____ Phone number: _____
Firm Name _____

PREMISES INFORMATION

Trade Name (doing business as) THE BEAUMONT EVENT & CONCERT HALL, The

Street Address #1 2611 N HWY 15

Street Address #2 _____

City WAYNE County WAYNE (27) Zip Code 68787

Premises Telephone number (402) 369-6428

Business e-mail address INFO@THEBEAUMONTWAYNE.COM

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

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

Name THE BEAUMONT EVENT & CONCERT HALL

Street Address #1 2611 N HWY 15

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 173' x width 96' in feet
Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet
Is there an outdoor area? Yes X (2) No _____ If yes, length 45' x width 50' in feet
and 45' x 60'

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

See attached sheet w/ highlighted area.

*One story bldg approx 173' x 96' including two outdoor patios
approx 95' x 60' and approx 45' x 50'*

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 *yes. See attached*
 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. Are you buying the business of a current retail liquor license?

✓ YES NO

If yes, give name of business and liquor license number _____

- 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

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

✓ YES NO

If yes, give name and license number _____

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) ELKHORN VALLEY BANK & TRUST, WAYNE, NEBRASKA

✓ 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)

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. _____

✓ 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)
Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

✓ 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.

✓ 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.
Elkhorn Valley Bank & Trust / Josie Broders & Ransen Broders

✓ 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

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)
✓ JOSIE BRODERS	10/2017	RBST (RESPONSIBLE BEVERAGE SERVICE TRAINING)
✓ RANSEN BRODERS	10/2017	RBST (RESPONSIBLE BEVERAGE SERVICE TRAINING)

List of NLCC certified training programs
Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
✓ JOSIE BRODERS / BARTENDER	2010-2012	LYLE'S BAR, NEWCASTLE, NEBRASKA

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.**

Lease: expiration date _____
 Deed
 Purchase Agreement

✓ 14. When do you intend to open for business? MARCH 2018

✓ 15. What will be the main nature of business? EVENT VENUE & BAR/GRILL

✓ 16. What are the anticipated hours of operation? SUNDAY-THURSDAY 11AM-11PM AND FRIDAY-SATURDAY 11AM-1AM

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		SPOUSE: CITY & STATE	YEAR			
	FROM	TO		FROM	TO		
✓ JOSIE	HUBBARD, NEBRASKA	2004	2008	RANSEN	WAYNE, NEBRASKA	1995	PRESENT
	SOUTH SIOUX CITY, NEBRASKA	2008	2010				
	HUBBARD, NEBRASKA	2010	2012				
	WAYNE, NEBRASKA	2012	PRESENT				

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

✓ 

Signature of Applicant



Signature of Spouse ✓

Josie Broders

Print Name

Ransen Broders

Print Name

Signature of Applicant

Signature of Spouse

Print Name

Print Name

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne

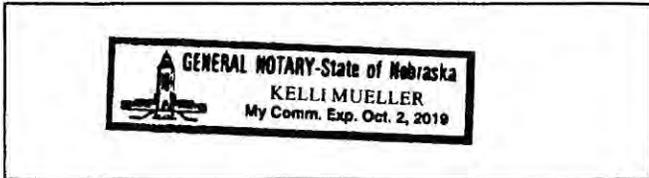
The foregoing instrument was acknowledged before me this

October 10, 2017
date

by Josie Broders + Ransen Broders
name of person(s) acknowledged (individual(s) signing)



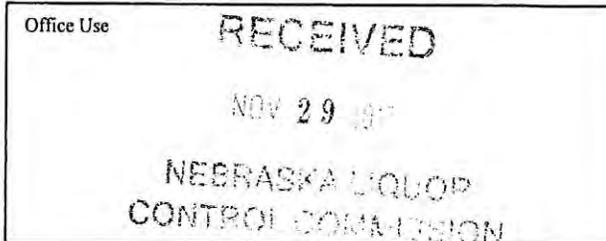
Notary Public signature



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.

**APPLICATION FOR LIQUOR LICENSE CORPORATION
INSERT - FORM 3a**

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



Officers, directors and stockholders holding over 25% shares of stock, including spouses, are required to adhere to the following requirements:

- 1) All officers, directors and stockholders must be listed
- 2) President/CEO and stockholders holding over 25% and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Officers, directors and stockholders 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 Incorporation

Name of Registered Agent: JOSIE BRODERS ✓ 10231571

Name of Corporation that will hold license as listed on the Articles: WAYNE AREA EVENT CENTER, INC. ✓

Corporation Address: 2611 N HWY 15

City: WAYNE State: NE Zip Code: 68787

Corporation Phone Number: (402) 369-6428 Fax Number: _____

Total Number of Corporation Shares Issued: 10,000

Name and notarized signature of President/CEO (Information of president must be listed on following page)

Last Name: BRODERS First Name: JOSIE MI: M

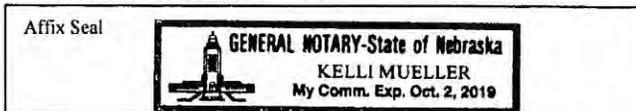
Home Address: 1607 CLAYCOMB RD City: WAYNE

State: NE Zip Code: 68787 Home Phone Number: _____


Signature of President/CEO

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne The foregoing instrument was acknowledged before me this
November 17, 2017 Date by Josie Broders
Date name of person acknowledge
Kelli Mueller



CORP. SHARES TOTAL = 10,000

(Josie has 3,050 shares.) CORP HOLDS
(Ransen has 2,075 shares.) 4,875 shares

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

See email ↑
↑ 48.75%

30.5%

Prints
DL
Birth Cert.
Voter
Training

Last Name: BRODERS First Name: JOSIE MI: M

Social Security Number: _____ Date of Birth: _____

Title: PRESIDENT Number of Shares ~~10,000~~ 3,050

Spouse Full Name (indicate N/A if single): RANSEN DEAN BRODERS

Spouse Social Security Number: _____ Date of Birth: _____

20.75%

Last Name: Broders First Name: Ransen MI: D

Social Security Number: _____ Date of Birth: _____

Title: Vice President Number of Shares 2,075

Spouse Full Name (indicate N/A if single): JOSIE M Broders

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

Title: _____ Number of Shares _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Is the applying corporation controlled by another corporation/company?

✓ YES NO

If yes, complete controlling corporation insert form 185

Indicate the Corporation'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 # _____

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: BRODERS First Name: JOSIE MI: M

Home Address: 1607 CLAYCOMB RD

City: WAYNE County: WAYNE Zip Code: 68787

Home Phone Number: _____

✓ Driver's License Number & State: _____ NEBRASKA

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: PENDER, NE

Email address: JOSIE.BRODERS@GMAIL.COM

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

✓ YES NO

Spouse's information

Spouses Last Name: BRODERS First Name: RANSEN MI: D

✓ Social Security Number: _____

Driver's License Number & State: _____ NEBRASKA

Date Of Birth: _____ Place Of Birth: NORFOLK, NE

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

APPLICANT

SPOUSE

CITY & STATE <i>Josie</i>	YEAR FROM	YEAR TO	CITY & STATE <i>Ransen</i>	YEAR FROM	YEAR TO
HUBBARD, NE	2004	2008	WAYNE, NE	1995	PRESENT
SOUTH SIOUX CITY, NE	2008	2010			
HUBBARD, NE	2010	2012			
WAYNE, NE	2012	PRESENT			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2017	HERITAGE HOMES OF NEBRASKA	KELLI MUELLER	402-375-4770
2010	2012	KCAU-TV	DAN MARSH	712-277-2345

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

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

*NLCC Training Certificate Issued: 10/8/2017 Name on Certificate: JOSIE BRODERS

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
JOSIE BRODERS	10/2017	RESPONSIBLE BEVERAGE SERVICE TRAINING
RANSEN BRODERS	10/2017	RESPONSIBLE BEVERAGE SERVICE TRAINING

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
JOSIE BRODERS / BARTENDER	2009-2012	LYLE'S BAR, NEWCASTLE, NEBRASKA

5. Have you enclosed form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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



Signature of Manager Applicant



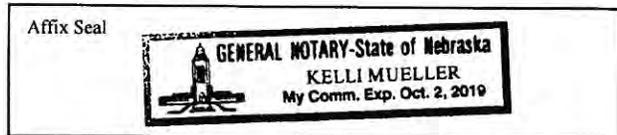
Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska
County of Wayne The foregoing instrument was acknowledged before me this

✓ November 17, 2017 by Josie Broders and Ransen Broders
date NAME OF PERSON BEING ACKNOWLEDGED

Kelli Mueller
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.

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License Class: C K

License Number: 122201



- Application fee \$100.00, refundable if application is denied §53-124.12 (2b);
- Check needs to be made payable to the Nebraska Liquor Control Commission or you may pay online at: www.ne.gov/go/NLCCpayport;
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission;
- Per Neb. Rev. Stat. §53-134(7), a copy of this application will be forwarded to your local governing body for recommendation. After approval by the local governing body, there is a 10-day holding period by the NLCC for citizen protest;
- Annual Renewal Fee of \$100 is payable when renewing primary liquor license §53-124.12 (1);

- The holder of a catering license may deliver, sell, or dispense alcoholic liquor/beer for consumption at events that hold a Special Designated License (SDL) issued pursuant to section §53-124.11;
- SDL must be received 10-working days prior to the date of each event. This count does not include weekends, holidays or the date of the event - Please check the SDL calendar for due date;
- Only twelve (12) SDLs will be issued at any one specific location that could otherwise hold a liquor license. Rules and Regulations Chapter 2-013.06. This (12) count includes all license holders that would go to this particular location. It is not (12) licenses per caterer.

LICENSEE

WAYNE AREA EVENT CENTER, INC.

TRADE NAME

~~THE~~ BEAUMONT EVENT & CONCERT HALL, *The*

PREMISES ADDRESS

2611 N HWY 15

CITY

WAYNE

ZIP CODE

68787

CONTACT PERSON

JOSIE BRODERS

PHONE NUMBER

(402) 369-6428

EMAIL

INFO@THEBEAUMONTWAYNE.COM

Signature of AUTHORIZED LICENSEE REPRESENTATIVE
(Do not sign until in the presence of the Notary Public)

JOSIE BRODERS

Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

State of Nebraska, County of Wayne

The foregoing instrument was acknowledged before me this:

November 17, 2017
(Date)

By: Josie Broders
Name of person signing document in front of Notary

Kelli Mueller
Notary Public Signature



Office Use Only

BARCODE LABEL

PAYMENT TYPE Check # 1002
AMOUNT: \$100
Rec'd: n/a Received

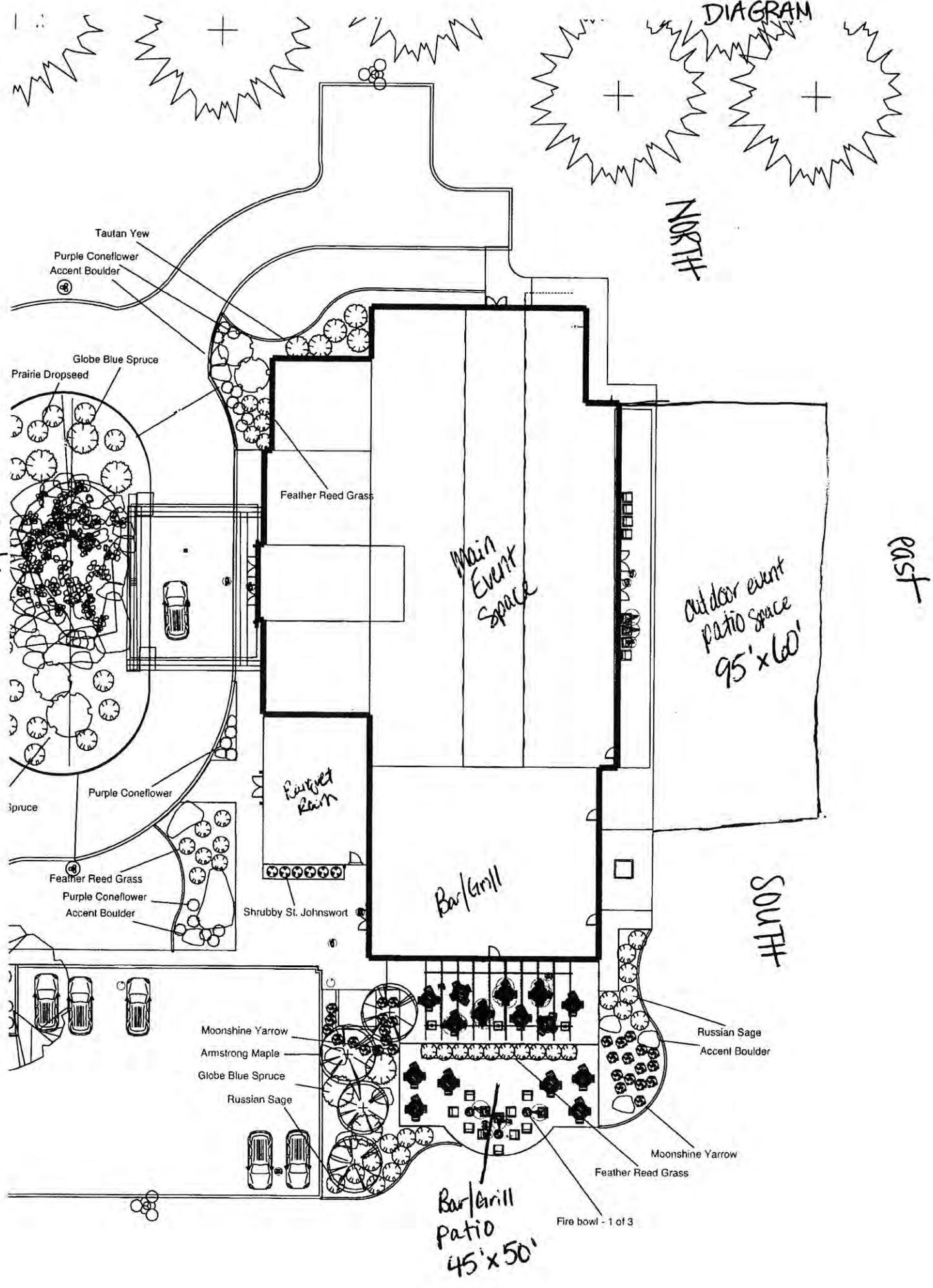
DIAGRAM

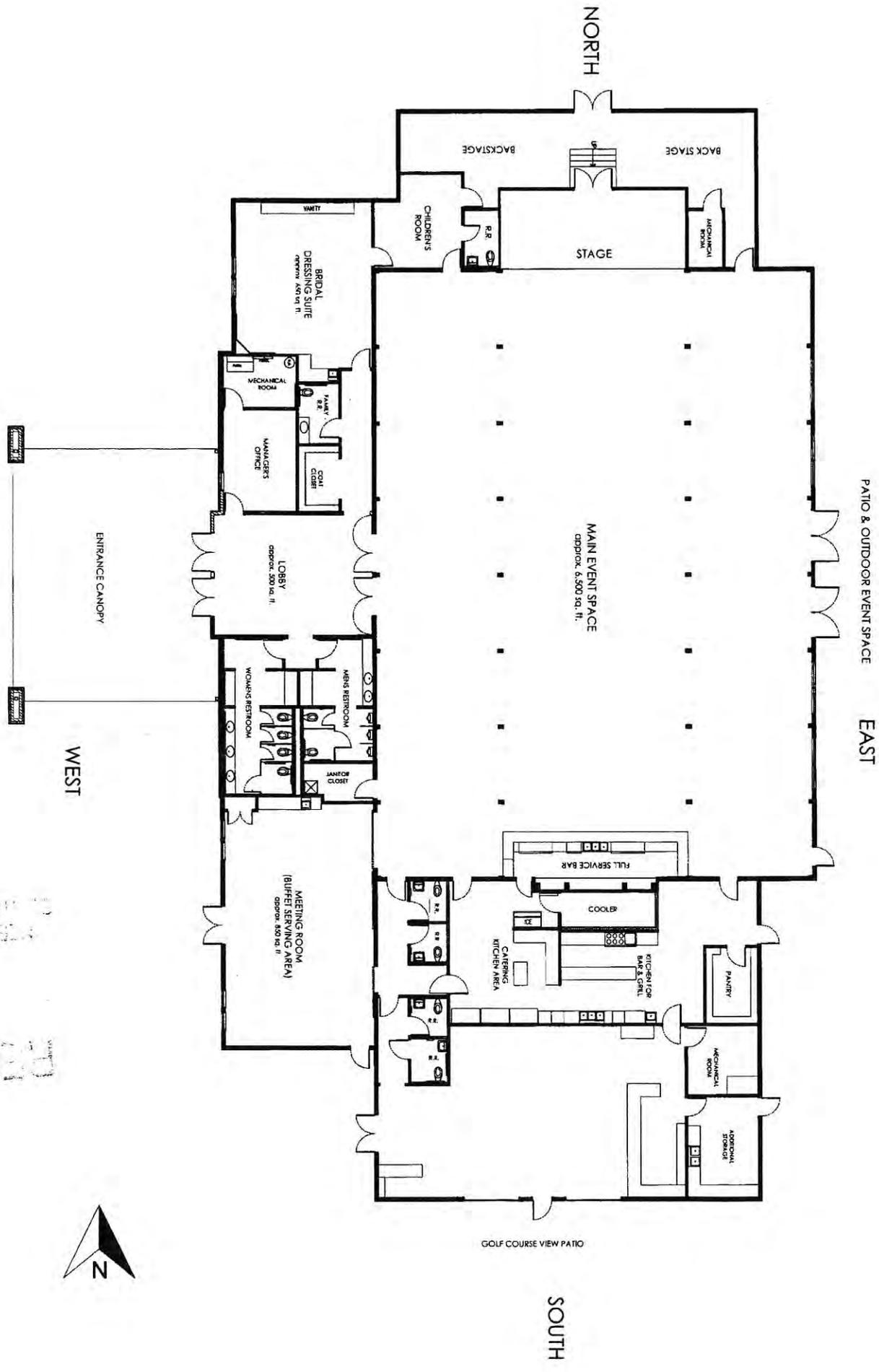
NORTH

East

SOUTH

West





NORTH

PATIO & OUTDOOR EVENT SPACE EAST

MAIN EVENT SPACE
approx. 6,500 sq. ft.

STAGE
BACK STAGE

CHILDREN'S ROOM

BRIDAL DRESSING SUITE
approx. 400 sq. ft.

MECHANICAL ROOM

MANAGER'S OFFICE

LOBBY
approx. 300 sq. ft.

WOMEN'S RESTROOM

MEN'S RESTROOM

MEETING ROOM
(BUFFET SERVING AREA)
approx. 800 sq. ft.

FULL SERVICE BAR

COOLER

CATERING KITCHEN AREA

PANTRY

MECHANICAL ROOM

ADDITIONAL STORAGE

ENTRANCE CANOPY

WEST

GOLF COURSE VIEW PATIO

SOUTH



NEBRASKA
SPECIALTY CO.
D
RECEIVED

RECEIVED

PATIO & OUTDOOR EVENT SPACE

NEBRASKA LIQUOR
CONTROL COMMISSION

NORTH

BACK STAGE

MECHANICAL ROOM

STAGE

BACKSTAGE

R.R.

CHILDREN'S ROOM

MAIN EVENT SPACE
approx. 6,500 sq. ft.

VANITY

BRIDAL DRESSING SUITE
approx. 650 sq. ft.

FAMILY R.R.

COAT CLOSET

MECHANICAL ROOM

MANAGER'S OFFICE

LOBBY
approx. 500 sq. ft.

MENS RES

WOMENS

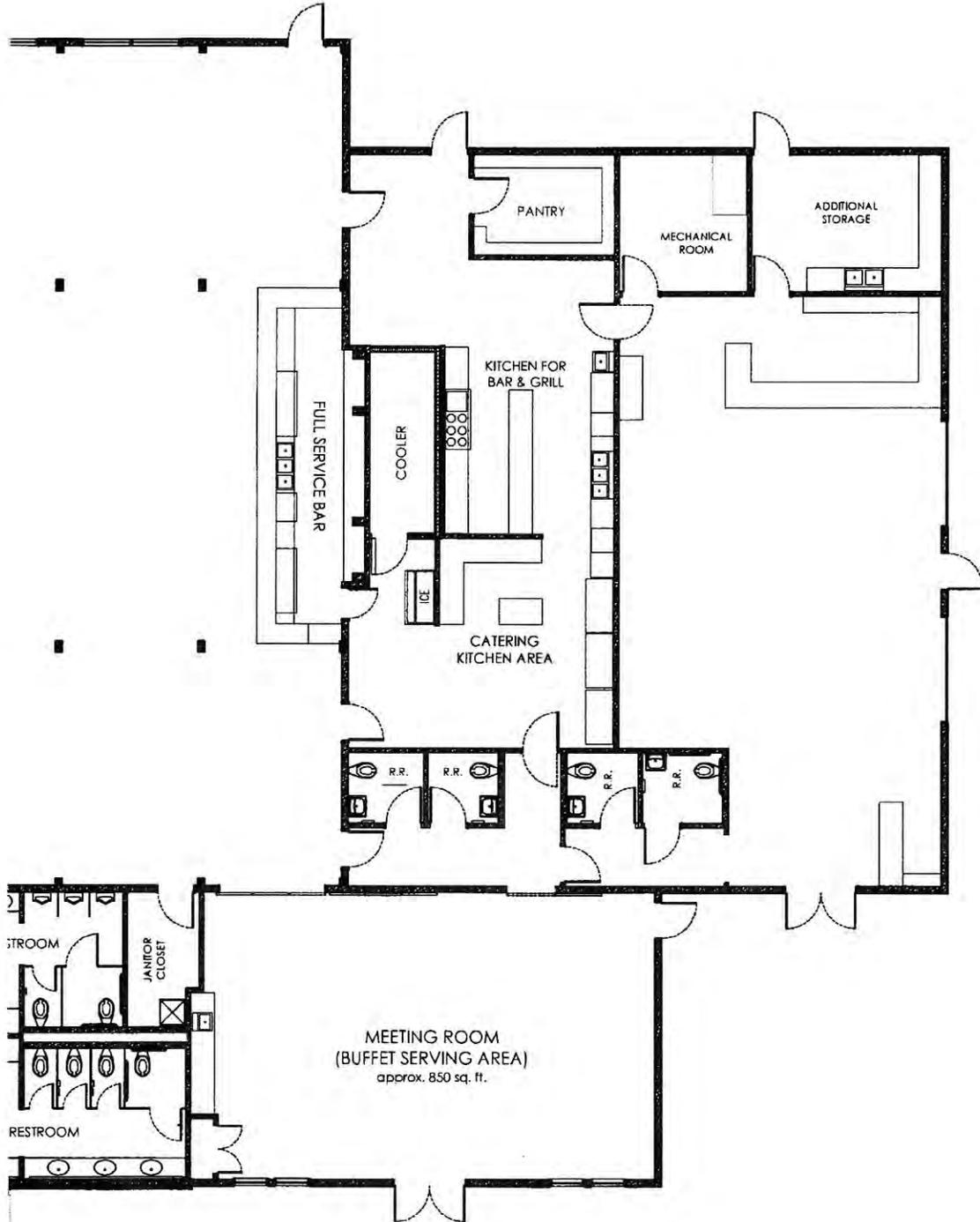
ENTRANCE CANOPY



EAST

RECEIVED

NEBRASKA LIQUOR
CONTROL COMMISSION



GOLF COURSE VIEW PATIO

SOUTH

WEST

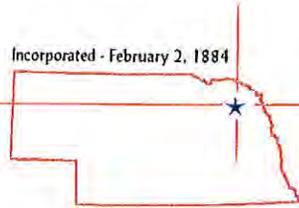


City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

(402) 375-1733
Fax (402) 375-1619

Incorporated - February 2, 1884



PROPOSED AMENDED ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM FOR THE CITY OF WAYNE, NEBRASKA

<u>Project Number</u>	<u>Project Year</u>	<u>Improvement</u>	<u>Estimated Cost</u>

M - 617(123)	2018	E. 2 nd Street from ½ block west of Main St. to Nebraska St. – 600’ Reconstruct Concrete Paving, Curb & Gutter, Storm Sewer	\$385,000
M - 617(91)	2018	Trail & Pedestrian Underpass on W. 7 th Street Located between CAC and Oak Drive	\$1,672,738
M - 617(116)	2018	W. 7 th Street from Haas Avenue to Pheasant Run – 1,650’ Storm Drainage & Sidewalk	\$110,000
M - 617(119)	2018	South Windom Street from 232’ S of Folk St. to 333’ S of Folk St. Construct Concrete Paving, Curb and Gutter – 101’	\$25,000
M - 617(120)	2018	Northern Ridge Drive from Highway 15 to W. 21 st St. – 1,800’ Construct Concrete Paving, Curb & Gutter, & Storm Drainage	\$400,000

M - 617(117)	2019	Nebraska Street from E. 2 nd St. to E. 7 th – 2,000’ Construct Concrete Paving, Curb & Gutter, Storm Drainage, Sidewalks	\$850,000
M - 617(107)	2019	Clark Street & S. Pearl Street . – 745’ Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$180,000

M - 617(115)	2020	W. 3 rd Street from Oak Dr. to 250’ E. of Oak Dr. – 250’ Construct Concrete Paving, Curb & Gutter	\$ 70,000
M - 617(126)	2020	West Downtown Alley from W. 1 st to W. 4 th – 950’ Reconstruct Concrete Paving & Storm Sewer	\$250,000

M - 617(104)	2021	S. Lincoln Street from W. 1 st St. to 300’ S. of W. 1 st St. – 300’ Construct Concrete Paving, Curb & Gutter	\$90,000
M - 617(114)	2021	W. 2 nd Street from Blaine St. to 360’ E of Blaine St. – 380’ Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$105,000

Continued on Page 2

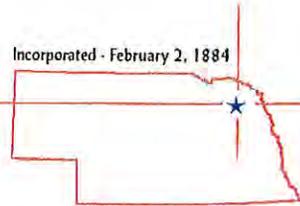
No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

City of Wayne

306 Pearl • P.O. Box 8
Wayne, Nebraska 68787

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Incorporated - February 2, 1884



M - 617(98)	2022	Sherman Street from W. 5 th St. to W. 6 th St. - 300' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$90,000
M - 617(113)	2022	Sherman Street from W. 3 rd St. to W. 4 th St. - 300' Construct Concrete Paving, Curb & Gutter	\$80,000

M - 617(112)	2023	Lagoon Streets - 2,500' Construct Concrete Paving	\$700,000
M - 617(89)	2023	Lage Subdivision - South of Fairgrounds Avenue - 900' Construct Concrete Paving, Curb & Gutter, Storm Drainage	\$ 175,000

No person of the City of Wayne shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

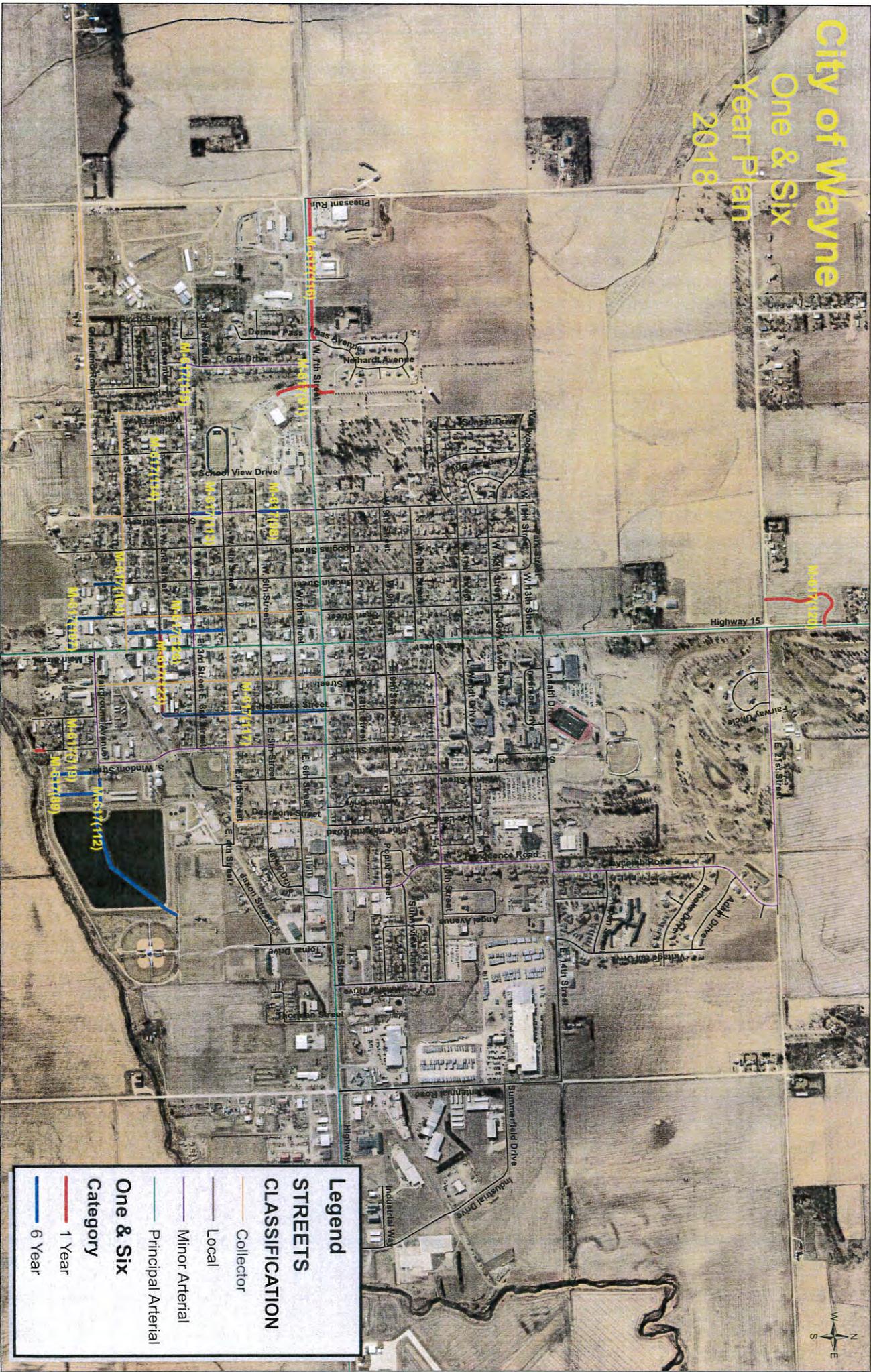


Home of Wayne State College



Equal Housing Opportunity

City of Wayne One & Six Year Plan 2018



Legend

STREETS CLASSIFICATION

- Collector
- Local
- Minor Arterial
- Principal Arterial

One & Six Category

- 1 Year
- 6 Year



RESOLUTION NO. 2018-7

A RESOLUTION APPROVING THE ONE AND SIX YEAR STREET IMPROVEMENT PROGRAM.

BE IT RESOLVED, by the Mayor and Council of the City of Wayne, Nebraska, that the One and Six Year Street Improvement Program, as prepared by the Street and Planning Director and City Administrator of the City of Wayne, Nebraska, and attached hereto, be approved and adopted.

PASSED AND APPROVED this 6th day of February, 2018.

THE CITY OF WAYNE, NEBRASKA

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2018-8

A RESOLUTION ACCEPTING BID AND AWARDING CONTRACT ON THE "2ND STREET STORM SEWER IMPROVEMENT PROJECT."

WHEREAS, four bids were received on January 25, 2018, for the "2nd Street Storm Sewer Improvement Project;" and

WHEREAS, said bids have been reviewed by the City's Engineer on the project, Advanced Consulting Engineering Services (ACES); and

WHEREAS, ACES 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 "2nd Street Storm Sewer Improvement Project," as submitted by the following contractor:

<u>Bidder</u>	<u>Amount</u>
Robert Woehler & Sons Construction, Inc.	Base Bid \$387,910.00
123 Fairgrounds Avenue	Alternate \$ 32,410.00
Wayne NE 68787	

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

PASSED AND APPROVED this 6th day of February, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

2ND STREET STORM SEWER IMPROVEMENTS

617-022 - WAYNE, NEBRASKA

BID DATE: JANUARY 25, 2018 @ 1:00 PM @ WAYNE

DESCRIPTION	ESTIMATED QUANTITY	UNITS	BID BOND 5%		BID BOND 5%		BID BOND 5%		BID BOND 5%	
			UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
36" RCP CLASS III STORM SEWER	871	L.F.	\$110.00	\$95,810.00	\$106.25	\$92,543.75	\$130.00	\$113,230.00	\$120.00	\$104,520.00
18" RCP CLASS III STORM SEWER	112	L.F.	\$55.00	\$6,160.00	\$55.20	\$6,182.40	\$80.00	\$8,960.00	\$65.00	\$7,280.00
8' OPEN THROAT INLET	1	EACH	\$6,500.00	\$6,500.00	\$7,515.00	\$7,515.00	\$6,000.00	\$6,000.00	\$8,545.00	\$8,545.00
CONSTRUCT JUNCTION BOX TYPE "A"	6	EACH	\$4,500.00	\$27,000.00	\$6,345.00	\$38,070.00	\$4,500.00	\$27,000.00	\$6,400.00	\$38,400.00
CONSTRUCT JUNCTION BOX TYPE "B"	1	EACH	\$5,000.00	\$5,000.00	\$9,540.00	\$9,540.00	\$5,000.00	\$5,000.00	\$12,050.00	\$12,050.00
CONSTRUCT AREA INLET	2	EACH	\$6,000.00	\$12,000.00	\$6,152.00	\$12,304.00	\$4,000.00	\$8,000.00	\$5,775.00	\$11,550.00
CONNECT TO EXISTING STORM SEWER	10	EACH	\$400.00	\$4,000.00	\$1,000.00	\$10,000.00	\$1,200.00	\$12,000.00	\$1,360.00	\$13,600.00
CONSTRUCT 8" THICK PC CONCRETE PAVING NDOR TYPE 47B	2112	S.Y.	\$74.00	\$156,288.00	\$64.50	\$136,224.00	\$65.40	\$138,124.80	\$65.00	\$137,280.00
CONSTRUCT BRICK PAVING	463	S.Y.	\$130.00	\$60,190.00	\$135.40	\$62,690.20	\$160.00	\$74,080.00	\$142.00	\$65,746.00
REMOVE EXISTING PAVING	1044	S.Y.	\$5.00	\$5,220.00	\$14.50	\$15,138.00	\$11.00	\$11,484.00	\$9.00	\$9,396.00
REMOVE BRICK PAVING	441	S.Y.	\$6.00	\$2,646.00	\$20.25	\$8,930.25	\$20.00	\$8,820.00	\$13.00	\$5,733.00
REMOVE EXISTING RCP	262	L.F.	\$8.00	\$2,096.00	\$20.00	\$5,240.00	\$12.00	\$3,144.00	\$8.00	\$2,096.00
REMOVE EXISTING JUNCTION BOX	2	EACH	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$400.00	\$800.00	\$600.00	\$1,200.00
REMOVE EXISTING INLET	2	EACH	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	\$400.00	\$800.00	\$500.00	\$1,000.00
TOTAL 2ND STREET STORM SEWER IMPROVEMENTS				\$384,910.00		\$410,377.60		\$417,442.80		\$418,396.00
TOTAL ALTERNATE 2ND STREET STORM SEWER IMPROVEMENTS			\$70.00	\$32,410.00	\$64.50	\$29,863.50	\$60.00	\$27,780.00	\$64.00	\$29,632.00
CONTRACTOR'S ANTICIPATED START DATE			May 1, 2018		June 15, 2018		April 1, 2018		July 23, 2018	
CONTRACTOR'S ANTICIPATED COMPLETION DATE			September 30, 2018		October 15, 2018		September 30, 2018		September 30, 2018	

Robert Woehler & Sons Construction, Inc.

Rutjens Construction, Inc.

BD Construction

Penro Construction

123 Fairgrounds Avenue

2154 E 32nd Avenue

P.O. Box 99

P.O. Box 520

Wayne, NE 68787

Columbus, NE 68601

Tilden, NE 68781

Pender, NE 68047

RESOLUTION NO. 2018-9

A RESOLUTION AUTHORIZING CITY ADMINISTRATOR TO APPLY FOR NEBRASKA PUBLIC TRANSPORTATION ACT FUNDS.

WHEREAS, there are federal funds available under Section 5311 of the Federal Transit Act and for the Nebraska Public Transportation Assistance Program; and

WHEREAS, the City of Wayne desires to apply for said funds to provide public transportation in the City of Wayne.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Wayne, Nebraska, that the City Administrator is authorized to apply for the above-mentioned funds and that said funds will be used for the City of Wayne's transportation operations in the FY 2018-2019 Application for Public Transportation Assistance.

PASSED AND APPROVED this 6th day of February, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2018-10

A RESOLUTION ACCEPTING AND AUTHORIZING THE EXECUTION OF PRELIMINARY ENGINEERING SERVICES AGREEMENT SUPPLEMENTAL AGREEMENT NO. 1 – BK1128 BETWEEN THE CITY OF WAYNE AND OLSSON ASSOCIATES, INC. RELATING TO THE WAYNE TRAIL – PHASE 2 PROJECT STPB-90(4).

WHEREAS, the City of Wayne and Olsson Associates, Inc., have previously executed a Preliminary Engineering Services Agreement (BK1128) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds; and

WHEREAS, the City of Wayne understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

WHEREAS, the City of Wayne and Olsson Associates, Inc., wish to enter into a preliminary engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wayne, Nebraska, that Ken Chamberlain, Mayor of the City of Wayne, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement No. 1 between the City of Wayne and Olsson Associates, Inc.

NDOR Project Number: STPB-90(4)
NDOR Control Number: 31777
NDOR Project Description: Wayne Trail – Phase 2

PASSED AND APPROVED this 6th day of February, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Agreement No.	BK1128-001
Effective (NTP) Date	1/22/2018
Supplement Amount	\$6,571.50
Total Agreement Amount	\$13,367.90

PROFESSIONAL SERVICES AGREEMENT SUPPLEMENT NO. 1

CITY OF WAYNE
OLSSON ASSOCIATES, INC.
PROJECT NO. STPB-90(4)
CONTROL NO. 31777
WAYNE TRAIL – PHASE 2

THIS SUPPLEMENTAL AGREEMENT is between the City of Wayne ("LPA") and Olsson Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") BK1128 for Consultant to provide NEPA Services for LPA's Federal Aid project, and

WHEREAS, it is necessary that re-evaluation tasks be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement.

WHEREAS, it is the desire of LPA that the project be constructed under the designation of Project No. STPB-90(4), as evidenced by the Resolution of LPA, attached as EXHIBIT 'A' and incorporated herein by this reference, and

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in in Exhibit "B" Consultant Work Order 1, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE

The State issued Consultant a written Notice-to-Proceed on January 22, 2018. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

Consultant will complete all work stipulated in the Original Agreement, and this Supplemental Agreement by April 30, 2018.

SECTION 3. FEES AND PAYMENTS

For the work required, SECTION 6 FEES AND PAYMENTS of the Original Agreement is hereby amended in accordance with Exhibit "B" so that the fixed-fee-for-profit is increased from \$827.89 to \$1,583.91, an increase of \$756.02. Actual costs are increased from \$5,968.51 to \$11,783.99, an increase of \$5,815.48. The total agreement amount is increased from \$6,796.40 to \$13,367.90, an increase of \$6,571.50 which Consultant must not exceed without the prior written approval of LPA.

Agreement No.	BK1128-001
Effective (NTP) Date	1/22/2018
Supplement Amount	\$6,571.50
Total Agreement Amount	\$13,367.90

SECTION 4. CONFIDENTIAL INFORMATION

Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

SECTION 5. ENTIRE AGREEMENT

The Original Agreement, any and all other previous supplements thereto, and this Supplemental Agreement, constitute the entire agreement ("The Agreement") between the Parties. The Agreement supersedes any and all other previous communications, representations, or other understandings, either oral or written; all terms and conditions of the Original Agreement and all previous supplements thereto, to the extent not superseded, remain in full force and effect, and are incorporated herein as if set forth in their entirety.

SECTION 6. CONSULTANT CERTIFICATION AND REAFFIRMATION

The undersigned duly authorized representative of Consultant, by signing this Supplemental Agreement, hereby reaffirms, under penalty of law, the truth of the certifications set out in the Original Agreement and all Supplements thereto, including this Supplement. Further, Consultant has a duty to inform LPA of any material changes in the accuracy of all assertions set out in the Original Agreement and all Supplements thereto.

SECTION 7. CERTIFICATION OF LPA

By signing this Supplemental Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this agreement involving participation of Federal-Aid highway funds and is subject to applicable LPA and federal laws, both criminal and civil.

Agreement No.	BK1128-001
Effective (NTP) Date	1/22/2018
Supplement Amount	\$6,571.50
Total Agreement Amount	\$13,367.90

IN WITNESS WHEREOF, the Parties hereby execute this Supplemental Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Supplemental Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this _____ day of _____, 2018.

OLSSON ASSOCIATES, INC.
Michael Piernicky, P.E.

Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2018.

Notary Public

EXECUTED by LPA this _____ day of _____, 2018.

CITY OF WAYNE
Ken Chamberlain

Mayor

Subscribed and sworn to before me this _____ day of _____, 2018.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF ROADS
Form of Agreement Approved for
Federal Funding Eligibility:

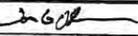
Date

Consultant Work Order (Local Projects)

Project No.: STPB-90(4)		Control No.: 31777	
Consultant: (Name and Representative) Olsson Associates - Jon G. Olsen		Agreement No.: BK-1128	Work Order No.: 1
LPA: (Name and Representative) City of Wayne, Joel Hansen		Constr. Change Order No.: (If applicable)	
<p>All parties agree the following described work needs to be performed by the consultant as part of the referenced project. All parties concur and hereby give notice to proceed based on the following: justification to modify contract, scope of services, deliverables, schedule, and estimated total fee. All other terms of existing agreements between the parties are still in effect. It is understood by all parties that the work described herein will become part of a future supplement to the agreement indicated above.</p>			
<p>Justification to modify agreement: (Include scope of services, deliverables, and schedule) The environmental documentation will need to be revised to reflect the project design changes (accommodation of 3 new driveways along Grainland Rd, a new parking lot and trail connection near the new City pool located adjacent to the Community Center, and a new curb ramp near the intersection of NE Hwy 15 and E. 14th Street). This work will involve completion of the CE Re-evaluation form and associated document coordination.</p>			
Work Title		Summary of Fee	
CE Re-Evaluation 2018		A. Total Direct Labor Cost	= 2,103.02
		B. Overhead (Factor * x A)	= 3,712.46
		C. A + B	=
		D. Profit/Fee (Factor ** x C)	= 756.02
*Overhead Factor:	176.53%	E. Direct Non-Labor Cost	=
**Profit/Fee Factor:	13.00%	F. Subconsultant Services	=
Total Fee Notes: The fee summary is attached as Exhibit B		TOTAL FEE: C + D + E + F	= \$6,571.50
		<input checked="" type="checkbox"/> ESTIMATED TOTAL FEE:	\$6,571.50
		<input type="checkbox"/> FINAL TOTAL FEE:	

Work Order Authorization – May be granted by email and attached to this document.

Consultant: Olsson Associates

Jon G. Olsen  1/10/2018
Name Signature Date

LPA:
Name Signature Date

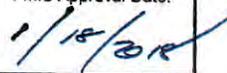
LPS PC (for Preliminary Engineering) and State Rep. (for Construction Engineering):
Name Signature Date

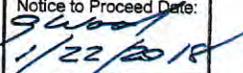
LPS Unit Head Review (for PE Phase):
 Gray Wood  1/12/2018
Name Signature Date

LPS Manager or Construction Engineer (Construction Phase):
Name Signature Date

FHWA: (FHWA Approval on Full Oversight Projects Only):
Name Signature Date

Notice to Proceed will be granted by email by:
 LPS PC for Preliminary Engineering & CD PC for Construction Engineering.

FMIS Approval Date:

 1/15/2018

Notice to Proceed Date:

 1/22/2018

Distribution: Consultant, LPA – RC, State Rep., FHWA, LPS PC, NDOR Agreements Engineer, Highway Funds Manager, CD PC

DR Form 250, February 2017

Wayne Trail Phase II - Work Order No. 9 Consultant's Estimate of Hours

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-458-5614, jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733/ jhansen@cityofwayne.org
 NDOR Project Coordinator: Glenn Steffensmeier
 Phone/Email: 402-479-3562/ glen.steffensmeier@nebraska.gov
 Date: January 8, 2018

MAJOR TASKS	PERSONNEL CLASSIFICATIONS**							Total	
	PR	PM	SENG	ENG	SDES	LSRV	SENV		ENV
I. Project Management									
A. General Project Management		6							6
II. Final Design									
A. Survey									
B. Revise alignment - Horizontal and Vertical Alignments									
C. Develop Cross Sections - includes earthwork quantities									
D. Drainage Design and Develop Drainage Sections									
E. Update Plans -Create new plan sheets and develop build notes									
F. Retaining wall plans									
G. Update Right of way plans and legal descriptions									
H. Update Quantities - Remove previous design quantities and update OPC									
I. QA/QC									
III. Environmental									
A. NDOR Re-Evaluation Form							6	16	22
B. Farmland								2	2
C. Wetlands/Waters of the US/State								2	2
D. Threatened and Endangered Species								2	2
E. Historic and Cultural Resources								4	4
F. Regulated Materials								2	2
G. Section 4(f) Resources							2	12	14
Total Hours		6					8	40	54
Total Days (8 hrs)		0.8					1.0	5.0	6.8

CLASSIFICATIONS*:
 PR = Principal
 PM = Project Manager
 SENG = Senior Engineer
 ENG = Engineer
 SDES = Senior Designer/Technician
 LSRV = Survey Crew Chief/Licensed Surveyor
 SENV = Senior Environmental Scientist
 ENV = Environmental Scientist

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace

Wayne Trail Phase II - Supplemental No. 9 Direct Expenses

Project Name: Wayne Trail - Phase II
Project Number: STPB-90(4)
Control Number: 31777
Location (City, County): Wayne
Firm Name: Olsson Associates
Consultant Project Manager: Jon Olsen
Phone/Email: 402-458-5614, jolsen@olssonassociates.com
LPA Responsible Charge: Joel Hansen
Phone/Email: 402-375-1733/ jhansen@cityofwayne.org
NDOR Project Coordinator: Glenn Steffensmeier
Phone/Email: 402-479-3562/ glen.steffensmeier@nebraska.gov
Date: January 8, 2018

Subconsultants:	Quantity	Unit Cost	Amount
Subtotal			
Printing and Reproduction:	Quantity	Unit Cost	Amount
Half Size Prints During Design			
Full Size Prints PS&E Submittal			
Final Signed Plans			
Subtotal			
Mileage/Travel:	Quantity	Unit Cost	Amount
		\$0.54	
		\$0.54	
Subtotal			
Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			
Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
TOTAL DIRECT EXPENSES			

2012 Standard Rates*			
Type	Rate		
Company Automobile	Prevailing standard rate as established by the IRS, currently \$0.51 /mi		
Survey Vehicle	Prevailing standard rate as established by the IRS, currently \$0.535 /mi		
Black and White Copies	Actual reasonable cost		
Color Copies	Actual reasonable cost		
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost		
Equipment	Actual reasonable cost		
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above		
Automobile Rental	Actual reasonable cost		
Air fare	Actual reasonable cost, giving the State all discounts		
Lodging	Actual cost, (excluding taxes & fees), not to exceed federal GSA reimbursement guidelines, not to exceed \$77 per person daily statewide; not to exceed \$104 in Omaha/Douglas County.		
Meals	Actual cost, not to exceed federal GSA reimbursement guidelines, currently:		
	Statewide	Omaha/Douglas County	
Breakfast	\$7.00	\$10.00	
Lunch	\$11.00	\$15.00	
Dinner	\$23.00	\$31.00	
Incidentals	\$5.00	\$5.00	
Totals	\$46.00	\$61.00	

Wayne Trail Phase II - Supplemental No. 9 Cost by Task

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-459-5614, jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733/ jhansen@cityofwayne.org
 NDOR Project Coordinator: Glenn Steffensmeier
 Phone/Email: 402-479-3582/ glen.steffensmeier@nebraska.gov
 Date: January 8, 2018

Major Tasks	Total Hours	Direct Labor Cost	Overhead 176.53%	Fixed Fee 13.00%	Total Project Cost
I. Project Management.	6	\$344.70	\$608.50	\$123.92	\$1,077.12
II. Final Design					
III. Environmental	48	\$1,758.32	\$3,103.96	\$632.10	\$5,494.38
Direct Expenses					
TOTAL	54	\$2,103.02	\$3,712.46	\$756.02	\$6,571.50

Wayne Trail Phase II - Supplemental No. 9 Project Cost

Project Name: Wayne Trail - Phase II
 Project Number: STPB-90(4)
 Control Number: 31777
 Location (City, County): Wayne
 Firm Name: Olsson Associates
 Consultant Project Manager: Jon Olsen
 Phone/Email: 402-458-5614, jolsen@olssonassociates.com
 LPA Responsible Charge: Joel Hansen
 Phone/Email: 402-375-1733/ jhansen@cityofwayne.org
 NDOR Project Coordinator: Glenn Steffensmeier
 Phone/Email: 402-479-3562/ glen.steffensmeier@nebraska.gov
 Date: January 8, 2018

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal		\$75.96	
Project Manager	6	\$57.45	\$344.70
Senior Engineer			
Engineer		\$29.45	
Senior Designer/Technician		\$33.91	
Survey Crew Chief/ Licensed Surveyor		\$21.18	
Senior Environmental Scientist	8	\$55.19	\$441.52
Environmental Scientist	40	\$32.92	\$1,316.80
TOTALS	54		\$2,103.02

Direct Expenses:		Amount
Subconsultants		
Printing and Reproduction Costs		
Mileage/Travel		
Lodging/ Meals		
Other Miscellaneous Costs		
TOTALS		

Total Project Costs:		Amount
Direct Labor Costs		\$2,103.02
Overhead @ 176.530%		\$3,712.46
Total Labor Costs		\$5,815.48
Fixed Fee @ 13.00%		\$756.02
Direct Expenses		
PROJECT COST		\$6,571.50

RESOLUTION NO. 2018-11

A RESOLUTION APPROVING SMALL CELL MASTER LICENSE AGREEMENT BETWEEN THE CITY OF WAYNE AND ALLTEL COMMUNICATIONS OF NEBRASKA, LLC, D/B/A VERIZON WIRELESS.

WHEREAS, the City of Wayne is desirous of entering into an agreement with Alltel Communications of Nebraska, LLC, d/b/a Verizon Wireless (Alltel) to use space on certain municipal facilities in the right-of-ways for construction, operation, and maintenance of its telecommunications network serving Alltel's wireless customers and utilizing equipment permitted by the Federal Communications Commission (FCC) and in accordance with FCC rules and regulations.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Wayne, Nebraska, that the "Small Cell Master License Agreement" between the City of Wayne and Alltel, a copy of which is attached hereto and incorporated herein by reference, be accepted as recommended, and the City Administrator and/or Mayor is authorized and directed to execute the Agreement on behalf of the City.

PASSED AND APPROVED this 6th day of February, 2018.

THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

SMALL CELL MASTER LICENSE AGREEMENT

THIS SMALL CELL MASTER LICENSE AGREEMENT (the "Agreement") is dated as of February __, 2018 (the "Effective Date"), and entered into by and between the City of Wayne, a political subdivision of the State of Nebraska (the "LICENSOR"), and Alltel Communications of Nebraska LLC d/b/a Verizon Wireless ("LICENSEE").

Recitals

A. WHEREAS, the LICENSOR is the owner of certain Municipal Facilities (as defined in **Section 1.8**, below) located in the Rights-of-Way (as defined in **Section 1.11** below) of the City of Wayne, Nebraska; and

B. WHEREAS, Alltel Communications of Nebraska LLC d/b/a Verizon Wireless is duly organized, authorized, and existing under the laws of the State of Nebraska; and

C. WHEREAS, LICENSEE desires to use space on certain Municipal Facilities in the Rights-of-Way for construction, operation and maintenance of its telecommunications Network (as defined in **Section 1.9**, below) serving LICENSEE's wireless customers and utilizing Equipment (as defined in **Section 1.5**, below), permitted by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

D. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Municipal Facilities in the Rights-of-Way; and

E. WHEREAS, LICENSEE is willing to compensate the LICENSOR in exchange for a grant and right to use and physically occupy portions of the Municipal Facilities in the Rights-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1 *Affiliate.* Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that, directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An "Affiliate" shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling

interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 Assignment or Transfer. "Assignment" or "Transfer" means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement or a Supplement are transferred, directly or indirectly, to a party other than an Affiliate. An "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 City. "City" means the City of Wayne, a municipality under the laws of the State of Nebraska.

1.4 Commence Installation. "Commence Installation" shall mean the date that LICENSEE commences to install its Equipment, or any expansion thereof, in LICENSOR's ROW.

1.5 Equipment. "Equipment" means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by LICENSEE under a particular Supplement and that comprise a Small Cell installation.

1.6 Information service. "Information service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information and content via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.7 Laws. "Laws" means any and all laws, regulations, ordinances, resolutions, judicial decisions, rules, permits and approvals applicable to LICENSEE's performance under this Agreement that are in force on the date of this Agreement or as lawfully amended including, without limitation, LICENSOR's ordinances.

1.8 Municipal Facilities. "Municipal Facilities" means Poles, lighting fixtures, electroliers, or other structures owned or leased by the LICENSOR and located within the ROW, and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.9 Network. "Network" or collectively "Networks" means the telecommunication network operated by LICENSEE to serve its customers.

1.10 Poles. "Poles" shall mean any pole(s) that is owned and/or leased by the LICENSOR.

1.11 Rights-of-Way. "Rights-of-Way" or "ROW" means public property including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for LICENSOR public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Nebraska Department of Transportation.

1.12 *Small Cell.* "Small Cell" shall mean the Equipment installation at a particular location that comprises part of the Network. A Small Cell installation may include facilities where (i) each antenna is located in an enclosure of no more than 6 cubic feet in volume, or where each exposed antenna and all its exposed elements fit within an imaginary enclosure of no more than 6 cubic feet, and (ii) all other wireless equipment associated with the Municipal Facility is cumulatively no more than 28 cubic feet in volume; provided, however, the following types of ancillary equipment are not included in the calculation of equipment volumes: electric meters, concealment material, telecommunications demarcation boxes, ground-based enclosures, backup power systems, grounding equipment, power transfer switches, cutoff switches, and vertical cable or conduit for power and other utility services (including, but not limited to, fiber optic cable).

1.13 *Supplement.* "Supplement" shall mean each separate agreement, entered into between the LICENSOR and LICENSEE with regard to specific Small Cell installations, the form of which shall be in substantially the same form as attached hereto as Exhibit A, which shall be subject to the terms and conditions of this Agreement.

1.14 *Telecommunications Services.* "Telecommunications Services" or "Services" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. TERM.

2.1 The initial term of this Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the first day of the month following mutual execution of this Agreement (the "Agreement Commencement Date") and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for up to three (3) successive five (5) year renewal terms (each, a "Renewal Term"), unless LICENSEE notifies the LICENSOR in writing of LICENSEE's intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the "Term." However, after the expiration of this Agreement, its term and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration.

2.2 The initial term for each particular Supplement shall commence the first day of the month following the date LICENSEE has Commenced Installation of its Equipment at a particular location under a Supplement (the "Commencement Date") and shall be for an initial term of ten (10) years (the "Supplement Initial Term"). LICENSOR and LICENSEE shall acknowledge in writing the Commencement Date (the "Acknowledgment"). Each Supplement shall automatically be extended for three (3) successive five (5) year renewal terms (each, a "Supplement Renewal Term") unless LICENSEE notifies the LICENSOR in writing of LICENSEE's intent not to renew the Supplement at least thirty (30) days prior to the expiration of the then current term. The Supplement Initial Term and all Supplement Renewal Terms shall be collectively referred to herein as the "Supplement Term." Notwithstanding anything herein, after the expiration of this Agreement, its terms and

conditions shall survive and govern with respect to each remaining Supplement in effect until its respective expiration or termination.

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE. At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the LICENSOR shall have the option, in its sole discretion and upon six (6) months' written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE's Equipment from the ROW and from Municipal Facilities, including the cost of restoring the same to their original condition, ordinary wear and tear and damage by casualty excepted, at no cost to the LICENSOR, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE's sole cost and expense, shall be subject to the prior and continuing right of the LICENSOR under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of the individual Supplement. It is the intent of the parties that this Agreement conform in all respects to the Laws, particularly those relating to the access and use of Rights-of-Way by Telecommunications Service providers, including, without limitation, those Telecommunications Service providers utilizing Small Cell technology and small wireless facilities. No provision of this Agreement shall apply to any circumstance in which such application shall be unlawful under superseding federal or state law.

4.1 Attachment to Municipal Facilities. LICENSEE will submit to the authorized representative of the LICENSOR a proposed design for any proposed Small Cell installations that will include Equipment and Municipal Facilities LICENSEE proposes to use. Any approved Equipment shall be included as part of the applicable Supplement.

4.1.1 In addition to attachments to Municipal Facilities in the manner provided for under this Agreement, LICENSEE may, in its sole discretion, install its Equipment on other poles in the ROW lawfully owned and operated by third parties or on its own poles.

4.1.2 Subject to the conditions herein and the Laws, the LICENSOR hereby authorizes, consents, and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on identified Municipal Facilities and in the ROW (including, at LICENSEE's sole discretion, in or on its own poles or other structures, or poles or other structures owned by third-parties) for the purposes of operating the Network and providing Telecommunications Services.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE may power its Equipment by using the power sources that service the existing Municipal Facility and its components. The power used by LICENSEE's Equipment shall be determined on an individual site by site basis. All electrical work and installations related to the power sharing authorized by this **Subsection 4.1.3** shall be performed

by a licensed contractor that is approved by the LICENSOR and in a manner that is approved by the LICENSOR. LICENSEE shall make all requests for power sharing arrangements pursuant to this **Subsection 4.1.3** in advance and in writing. LICENSEE shall reimburse the LICENSOR, as provided in **Subsection 5.3**, for the increased power costs that the LICENSOR incurs as a result of any power sharing authorized by this **Subsection 4.1.3**.

4.1.4 An application for the attachment of Equipment to Municipal Facilities may only be denied if the proposed Equipment does not meet applicable Laws of general applicability related to construction in public rights-of-way, building codes, electrical codes, or related standards, and no denial shall be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of LICENSEE's Equipment, except that Equipment must conform as closely as practicable with the design and color of the Municipal Facility. LICENSOR shall document the basis for any denial, including the specific provisions of the Laws on which the denial was based, and send the documentation to the LICENSEE on or before the day that it denies an application. LICENSEE may cure any deficiencies identified by the LICENSOR and resubmit an application with thirty days of the date of any denial without paying an additional application fee. The LICENSOR shall approve or deny any resubmitted application within the earliest timeframe prescribed by applicable Laws.

4.1.5 If LICENSEE selects a Pole that is structurally inadequate to accommodate Equipment, LICENSEE may at its sole cost and expense replace the Pole (a "Replacement Pole") with one that is acceptable to and approved by the LICENSOR and dedicate such Replacement Pole to the LICENSOR.

4.1.6 In the event of an emergency or to protect the public health or safety, prior to the LICENSOR accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the LICENSOR may require LICENSEE to deactivate such Equipment if any of LICENSOR's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, LICENSOR will contact LICENSEE at the contact telephone number referenced in **Section 14.3** herein to request immediate deactivation.

4.2 LICENSEE Poles. LICENSEE may, at its sole cost and expense, install its own poles in accordance with the Laws, including, without limitation, Sections 86-701 to 86-707, Nebraska Revised Statutes, as amended. To the extent required by the Laws, the design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the LICENSOR prior to installation. LICENSEE shall use commercially reasonable efforts to help ensure that LICENSEE's Equipment and poles conform as closely as practicable with the design and color of poles existing in the vicinity of LICENSEE's Equipment or pole location.

4.3 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and

operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the LICENSOR, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. In the event any LICENSEE Equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference by a written communication and a call to LICENSEE's Network Operations Center ("NOC") (at (800) 264-6620), LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference including, but not limited to, at LICENSEE's option, powering down the interfering equipment and later powering up the interfering equipment for intermittent testing. The LICENSOR agrees that the LICENSOR and/or any other tenants, licensees, or users of the ROW who currently have or in the future take possession of space within the ROW within three hundred feet (300') of any LICENSEE Small Cells will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment of LICENSEE.

4.4 Attachment to Third-Party Property. Subject to compliance with applicable Laws, and obtaining the written permission of the owner(s) of the affected property, the LICENSOR hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other property owners located within or outside the ROW as may be permitted by the public utility company or property owner, as applicable. LICENSEE shall furnish to the LICENSOR documentation in a form acceptable to the LICENSOR of such permission from the individual utility or property owner responsible.

4.5 Compliance with Laws. LICENSEE shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Agreement.

4.6 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the LICENSOR to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the LICENSOR at any time.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Rent. In order to compensate the LICENSOR for LICENSEE's attachments to Municipal Facilities, LICENSEE shall at the commencement of each Supplement Term, pay to the LICENSOR, on an annual basis, an amount equal to \$150.00 per year, per Small Cell (the "Rent"). LICENSEE shall make the first payment of Rent under any Supplement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each annual anniversary of the Commencement Date during the Supplement Term.

For any party to whom Rent and Maintenance Fee (as defined in **Section 5.4**, below) payments are to be made, LICENSOR or any successor-in-interest of LICENSOR hereby agrees to provide to LICENSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms, if required; and (iii) other documentation to verify LICENSOR's or such other party's right to receive such payments as is reasonably requested by LICENSEE. The annual Rent and Maintenance Fee shall accrue in accordance with this Agreement, but LICENSEE shall have no obligation to deliver payments until the requested documentation has been received by LICENSEE. Upon receipt of the requested documentation, LICENSEE shall deliver the accrued payments as directed by LICENSOR.

5.2 Business License Fee/Other Fees/Rent Tax. The Rent in **Subsection 5.1** of this Section includes any business license fee, fees for access to the ROW, use of the ROW, and attachments of Small Cells in the ROW (including, without limitation, linear foot fees, antenna fees, and fees or charges for ROW management costs under Nebraska Revised Statutes, as amended) or tax on rent pursuant to applicable Laws.

5.3 Utilities. LICENSOR shall, at all times during the Supplement Term of each Supplement, provide electrical, telephone and cable or fiber service access to the Licensed Area. LESSOR is the local electric utility company which will be servicing the Licensed Areas. LICENSEE shall furnish and install an electrical meter at each Licensed Area for the measurement of electrical power used by LICENSEE's installation. LICENSOR shall provide LICENSEE with a monthly invoice for LICENSEE's power consumption. Each invoice shall reflect charges only for LICENSEE's power consumption based on the kilowatt hour rate applicable to LICENSEE's required service. All invoices for power consumption shall be sent by LICENSOR to LICENSEE at M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375. If LICENSOR fails to deliver an invoice to LICENSEE within ninety (90) days following the conclusion of the calendar year to which such invoice relates, LICENSOR waives any right to collect any electrical charges from LICENSEE for the subject invoice. LICENSEE shall pay power consumption charges within forty-five (45) days after receipt of the invoice from LICENSOR.

LICENSEE shall be permitted at any time during the applicable Supplement Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at any Small Cell site), a temporary emergency power source, and all related equipment and appurtenances within or adjacent to such site to the extent LICENSOR has the authority to permit the installation of a temporary emergency power source. Such temporary emergency power installation and power sources shall be in compliance with all applicable Laws. Notwithstanding the foregoing, no interruption or discontinuance of such

electrical power will render LICENSOR liable to LICENSEE for damages or relieve LICENSEE of any of its obligations hereunder, except as such results from the acts or omissions of the LICENSOR.

5.4 Maintenance. LICENSOR shall, at all times during the Supplement Term of each Supplement, maintain, in good condition and repair, the structural elements of each Municipal Facility licensed to LICENSEE, and all Municipal Facility systems (including but not limited to the foundation and lighting facilities and utility services utilized by LICENSOR, if any). In consideration for the additional maintenance services provided by LICENSOR, LICENSEE shall pay LICENSOR, at the commencement of each Supplement Term, and on an annual basis, an amount equal to \$25.00 per year, per Small Cell (the "Maintenance Fee"). The annual Maintenance Fee shall commence per Small Cell and be payable concurrently with the annual Rent pursuant to **Section 5.1** above.

5.5 Payment. The Rent and Maintenance Fee shall be paid by check made payable to LICENSOR and mailed or delivered to the LICENSOR, at the address provided for in **Section 10** below. The place and time of payment may be changed at any time by LICENSOR upon thirty (30) days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may make payments by electronic funds transfer and in such event, the LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

5.6 Additional Remedies. The remedy provisions set forth in this Agreement are not exclusive, and do not preclude the LICENSOR from pursuing any remedy available by Law in the event that payments become overdue by more than sixty (60) days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable Laws related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on Municipal Facilities without the prior written approval of an authorized representative of the LICENSOR for each location.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its initial Small Cells approved by the LICENSOR no later than two (2) years after the mutual execution of an applicable Supplement, which time period shall be extended due to any force majeure event. Failure of LICENSEE to Commence Installation of the applicable Small Cells as provided above shall permit LICENSOR to terminate the affected Small Cells under the Supplement upon ninety (90) days' notice to LICENSEE, unless within such ninety (90) day period, LICENSEE shall Commence Installation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this **Section 6.1** shall be conditioned upon LICENSEE's completion of its due diligence with regard to a particular Small Cell location and/or Municipal Facility.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits, such as excavation permits, building permits, and traffic control permits. Subject to the limitations of **Section 5.2**, LICENSEE shall apply for the appropriate permits and pay any standard and customary permit fees. LICENSOR shall promptly respond to LICENSEE's requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that LICENSOR may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at LICENSOR's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever LICENSOR reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a LICENSOR or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of LICENSOR-owned Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, LICENSOR shall use reasonable efforts to afford LICENSEE an equivalent alternate location, as determined by LICENSEE in its sole discretion. If LICENSEE shall fail to relocate any Equipment as requested by the LICENSOR in accordance with the foregoing provision, LICENSOR shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. To the extent the LICENSOR has actual knowledge thereof, the LICENSOR will attempt promptly to inform LICENSEE of the displacement or removal of any Municipal Facility on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the LICENSOR will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to **Section 6.9** below, and may choose to replace such Municipal Facilities pursuant to the provisions of **Section 4.1.5** above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE shall so advise LICENSOR. LICENSOR will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility, as determined by LICENSEE in its sole discretion, available for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the LICENSOR: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors, in their actions relating to attachment, operation,

repair or maintenance of Equipment. If LICENSEE does not remove, repair or replace such damage to its Equipment or to the ROW, Municipal Facilities or other property, the LICENSOR shall have the option, upon thirty (30) days' prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the LICENSOR. If such damage causes a public health or safety emergency, as reasonably determined by the LICENSOR, the LICENSOR may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, such repair work may only involve reattachment of LICENSEE's Equipment to a Municipal Facility or repair of the Municipal Facility itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the LICENSOR, LICENSEE shall within thirty (30) days of such receipt reimburse the LICENSOR for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Change in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the LICENSOR, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, and if requested by LICENSOR, LICENSEE shall provide "load" (structural) calculations for all Municipal Facilities upon which it intends to install Equipment in the ROW, notwithstanding original installation or by way of Equipment type changes. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like-kind or similar Equipment without prior written approval of the LICENSOR.

6.7 Termination of Small Cell Sites. LICENSEE shall have the right to terminate one or more Small Cell sites under any Supplement on thirty (30) days' notice to LICENSOR. In the event of such termination, LICENSEE shall remove its Equipment in accordance with **Section 6.8** below and LICENSOR shall retain any Rent and Maintenance Fees paid to such date.

6.8 Removal of Equipment. Within sixty (60) days after the expiration or earlier termination of a Supplement, or termination of one or more Small Cell sites under a Supplement, LICENSEE shall promptly, safely and carefully remove the Equipment subject to such expiration or termination. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the LICENSOR, upon written notice to LICENSEE, shall have the right at the LICENSOR's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the LICENSOR actual costs and expenses incurred by the LICENSOR in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the LICENSOR. After the LICENSOR receives the reimbursement payment from LICENSEE for the removal work performed by the LICENSOR, the LICENSOR shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the LICENSOR

pursuant to this Section at no liability to the LICENSOR. If the LICENSOR does not receive reimbursement payment from LICENSEE within such thirty days, or if LICENSOR does not elect to remove such items at the LICENSOR's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not remove LICENSEE's property within thirty (30) days of such property having been made available by the LICENSOR after LICENSEE's payment of removal reimbursement as described above, any such items may, at the LICENSOR's option, be deemed abandoned and the LICENSOR may dispose of such property in any manner by Law. Alternatively, the LICENSOR may elect to take title to abandoned property, provided that LICENSEE shall submit to the LICENSOR an instrument satisfactory to the LICENSOR transferring to the LICENSOR the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.9 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement, bears all risks of loss or damage, relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the LICENSOR shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the LICENSOR's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the LICENSOR, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in **Section 7.3** below.

6.10 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the LICENSOR's Utility Department (402-375-1733). In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the LICENSOR's Utility Department Dispatch Center (402-375-2626). In the event LICENSEE is unable to provide such notice, LICENSEE will notify the LICENSOR's Utility Department following such access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the LICENSOR, its elected and appointed officials, officers, and employees from and against any and all claims, demands, losses, including Municipal Facility warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the LICENSOR, its elected and appointed officials, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights it may assert against the LICENSOR on account of any loss, damage, or injury to any Equipment, or any loss or degradation of the Telecommunications Services or Information Service, as a result of any event or occurrence which is beyond the

reasonable control of the LICENSOR, its elected and appointed officials, officers, employees, agents, or contractors.

7.2 Waiver of Subrogation. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to Municipal Facilities, Small Cell or to the ROW, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Municipal Facilities, Small Cell or the ROW shall waive the insurer's right of subrogation against the other party.

7.3 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by LICENSOR pursuant to applicable Laws, LICENSEE shall provide the LICENSOR with performance bonds, and if considered necessary by the LICENSOR, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the LICENSOR, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Nebraska, and acceptable to the LICENSOR and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain, at all times during the term of this Agreement: (i) Commercial General Liability insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate, including premises-operations, contractual liability, personal injury and products completed operations; and (ii) Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a combined single limit of \$1,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall include the LICENSOR, its elected and appointed officials, officers, and employees as additional insured as their interests may appear under this Agreement for any covered liability arising out of LICENSEE's performance of work under this Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer, LICENSEE shall use commercially reasonable efforts to provide the LICENSOR with thirty (30) days prior written notice of cancellation. LICENSEE shall be responsible for notifying the LICENSOR of such change or cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the LICENSOR the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that LICENSEE's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the LICENSOR may possess, including any self-insured retentions the LICENSOR may have; and any other insurance the LICENSOR does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the LICENSOR.

The certificate(s) of insurance with blanket additional insured endorsements and notices shall be mailed to the LICENSOR at the address specified in **Section 10** below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount of \$1,000,000 each accident/disease/policy limit, and shall furnish the LICENSOR with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be admitted and authorized to do business in the State of Nebraska and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the LICENSOR:

City of Wayne, Nebraska
306 Pearl Street
Wayne, Nebraska 68787
Attention: City Administrator

if to LICENSEE:

Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of email, commercial courier or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES; LIQUIDATED DAMAGES.

11.1 LICENSEE Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than thirty (30) days after written demand from the LICENSOR to commence the correction of such noncompliance on the part of LICENSEE, the LICENSOR shall have the right to revoke and terminate this Agreement, if such failure is in relation to the Agreement as whole, or any individual Small Cell site(s) under a Supplement, if such failure is in connection solely with such Small Cell site(s) under the Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within 30 days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure. The LICENSOR may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in these **Sections 11.1 and 11.2.**

11.3 LICENSOR Default. If LICENSOR breaches any covenant or obligation of LICENSOR under this Agreement or any Supplement in any manner, and if LICENSOR fails to cure such breach within thirty (30) days after receiving written notice from

LICENSEE specifying the violation (or if LICENSOR fails thereafter to diligently prosecute the cure to completion), then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement or by Laws or it may (although it shall not be obligated to) cure LICENSOR's breach and/or perform LICENSOR's obligations (on LICENSOR's behalf and at LICENSOR's expense) and require LICENSOR to reimburse to LICENSEE all reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with such cure and/or performance (which amount may be deducted from Rent and Maintenance Fees payable under the affected Supplement).

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the LICENSOR, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate, or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the ROW is located by reason of a merger, acquisition or other business reorganization, shall not require the consent of the LICENSOR.

13. RECORDS; AUDITS.

13.1 Records Required by Applicable Laws. LICENSEE will maintain complete records with respect to each Small Cell pursuant to all applicable Laws.

13.2 Additional Records. The LICENSOR may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement and the applicable Supplement.

13.3 Production of Records. LICENSEE shall provide such records within thirty (30) days of a request by the LICENSOR for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the LICENSOR for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement or any Supplement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement or such Supplement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement or any Supplement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement or Supplement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement or the applicable Supplement(s). Each party hereby declares that it would have entered into this

Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any LICENSOR department having jurisdiction over LICENSEE's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The LICENSOR may contact by telephone the LICENSEE network control center operator at telephone number (800) 264-6620 regarding such problems or complaints.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Nebraska, without reference to its conflicts of law principles. Any litigation concerning this Agreement and/or any Supplement shall be conducted in either the State District Court for the District including Wayne County, Nebraska, or the Federal District Court for the District of Nebraska, and each party consents to jurisdiction and venue in any such court.

14.5 Attorneys' Fees. Should any dispute arising out of this Agreement and/or any Supplement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.6 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement and/or any Supplement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.7 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in **Section 6.2** above. Neither this Agreement nor any Supplement shall be revocable or terminable except as expressly permitted herein and therein.

14.8 Amendment of Agreement. Neither this Agreement nor any Supplement may be amended except pursuant to a written instrument signed by both parties.

14.9 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.10 Public Records. LICENSEE acknowledges that information submitted to the LICENSOR may be open to public inspection under State law. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or

technical information, submitted to the LICENSOR as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LICENSOR. The LICENSOR shall treat any information so marked as confidential until the LICENSOR receives any request for disclosure of such information. Within 5 business days of receiving any such request, the LICENSOR shall provide LICENSEE with written notice of the request, including a copy of the request, at Verizon Wireless - West Territory, Attention: Real Estate Manager, 10801 Bush Lake Road, Bloomington, Minnesota 55438. LICENSEE shall have 5 business days within which to provide a written response to the LICENSOR, before the LICENSOR will disclose any of the requested confidential information. The LICENSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable Laws.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement or any Supplement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement or any Supplement. The duties, obligations, and responsibilities of the LICENSOR with respect to third parties shall remain as imposed by applicable Laws.

14.13 Construction of Agreement. The terms and provisions of this Agreement and each Supplement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement and each Supplement shall be construed in accordance with the fair meaning of its terms.

14.14 Applicable Laws. LICENSEE shall comply with all applicable Laws with respect to LICENSEE's performance under this Agreement. This Agreement does not limit any rights LICENSEE may have in accordance with Laws to install its own poles in the Rights-of-Way or to attach LICENSEE's equipment to third-party poles located in the Rights-of-Way. This Agreement shall in no way limit or waive either party's present or future rights under Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in Laws, the parties agree to amend the Agreement to reflect the change in Laws.

14.15 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE's obligations under this Agreement and each Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be legally executed the day and year first written above.

LICENSOR:

City of Wayne, Nebraska

By: _____
Ken Chamberlain, Mayor

Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
_____, Attorney

LICENSEE:

Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless

By: Alltel Communications, LLC
Its Sole Member

By: _____
Name: _____
Title: _____
Date: _____

Exhibits to Small Cell Master License Agreement:
Exhibit A – Form of Supplement

**EXHIBIT A
FORM OF SUPPLEMENT**

SUPPLEMENT

This Supplement ("Supplement"), made this ____ day of _____, 20____ ("Effective Date") between the City of Wayne, a political subdivision of the State of Nebraska, hereinafter designated "Licensor", and Alltel Communications of Nebraska LLC d/b/a Verizon Wireless, with its principal offices at c/o Verizon Wireless, One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell Master License Agreement between Licensor and Licensee, dated _____, ____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement, unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to install, construct, operate, repair and replace the Small Cell at the designated area in the ROW as further described in Attachment 1 attached hereto (the "Licensed Area").
3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.
4. Term. The Supplement Term of this Supplement shall be as set forth in **Section 2.2** of the Agreement.
5. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area, as evidenced by the Acknowledgement required under **Section 2.2** of the Agreement.
6. Rent. The annual Rent for the Supplement Term shall be \$150.00 per year, per Small Cell, as determined and payable in accordance with **Section 5.1** of the Agreement.
7. Maintenance Fee. In consideration for the maintenance services provided by Licensor pursuant to **Section 5.4** of the Agreement, Licensee shall pay Licensor, at the commencement of each Supplement Term, on an annual basis, an amount equal to \$25.00 per year, per Small Cell (the "Maintenance Fee"). The annual Maintenance Fee shall commence per Small Cell and be payable concurrently with the annual Rent pursuant to **Section 6** of this Supplement.

8. Power Charges. Charges for LICENSEE's power consumption shall be billed to, and payable by, LICENSEE pursuant to **Section 5.3** of the Agreement.

9. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee's use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that any of such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensor. All rentals paid to said termination date shall be retained by Licensor. Upon termination of the Supplement in its entirety, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent or Maintenance Fees to Licensor.

10. Miscellaneous._____.

[Signature Page Follows]

EXECUTED to be effective as of the last date shown below.

LICENSOR:

City of Wayne, Nebraska

By: EXHIBIT ONLY - NOT FOR EXECUTION
Name: _____
Title: _____
Date: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
_____ Attorney

LICENSEE:

Alltel Communications of Nebraska LLC
d/b/a Verizon Wireless

By: Alltel Communications, LLC
Its Sole Member

By: EXHIBIT ONLY - NOT FOR EXECUTION
Name: _____
Title: _____
Date: _____

Exhibits to Supplement:
Attachment 1

Attachment 1 to Supplement
Licensed Area

ORDINANCE NO. 2018-1

AN ORDINANCE AMENDING THE ZONING MAP BY CHANGING THE EXTRATERRITORIAL JURISDICTION.

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

Section 1. The Planning Commission, subsequent to a public hearing held on December 4, 2017, recommended amending the extraterritorial jurisdiction map, with the "Findings of Fact" being:

- Consistency with the Comprehensive Plan; and
- Staff's recommendation.

Section 2. The official zoning map shall be forthwith changed by the zoning official to properly show the amended extraterritorial jurisdiction.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby amended and repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this 6th day of February, 2018.

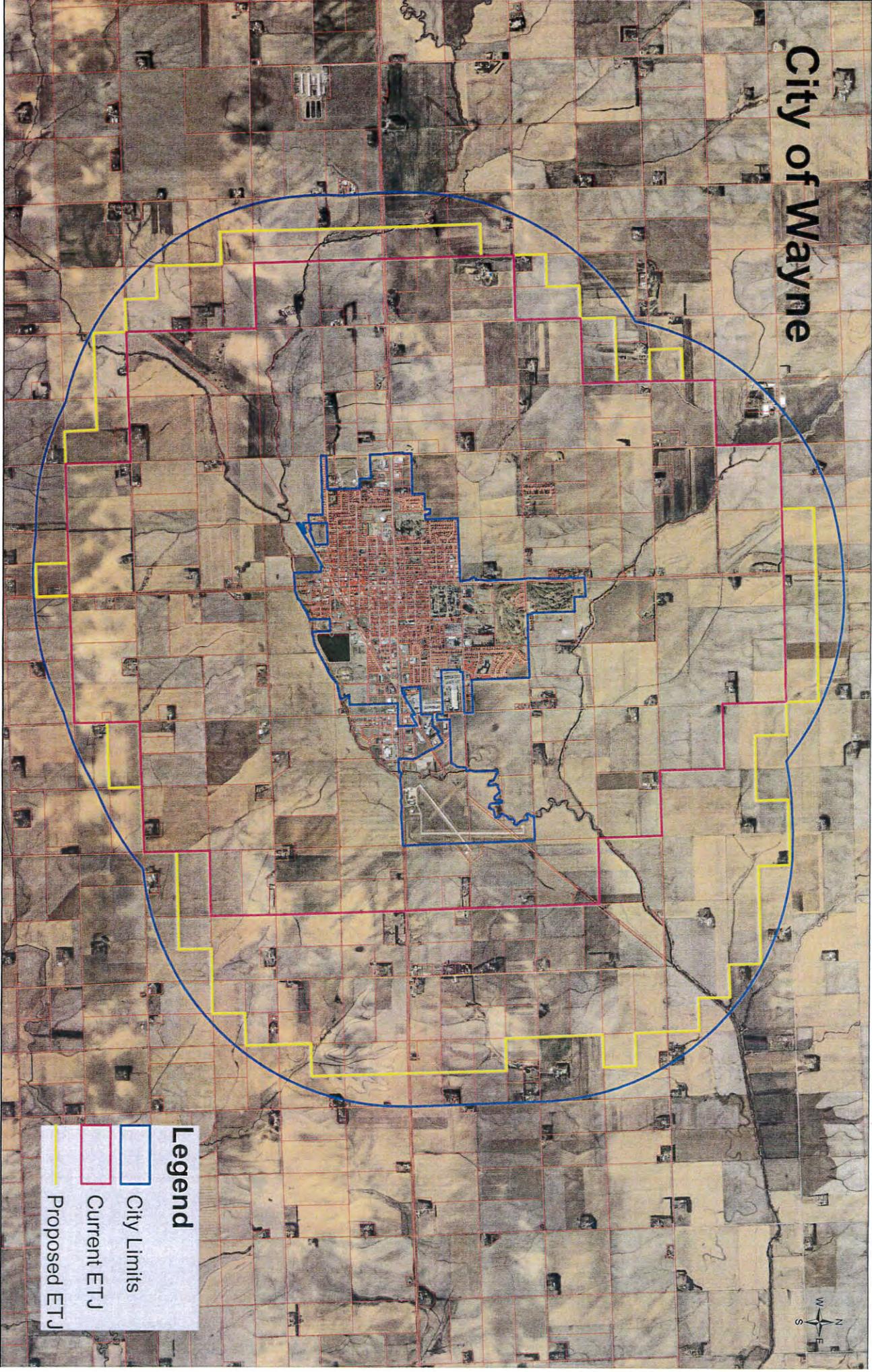
THE CITY OF WAYNE, NEBRASKA,

By _____
Mayor

ATTEST:

City Clerk

City of Wayne



Legend

-  City Limits
-  Current ETJ
-  Proposed ETJ