

Tentative Agenda for the WAVERLY CITY COUNCIL MEETING to be held on January 23, 2024 at 6:00 PM. This meeting will be held at the Waverly City Office Building located at 14130 Lancashire Street, Waverly, Nebraska. A current Agenda shall be readily available for public inspection at the office of the City Clerk during normal business hours.

1. **Call to Order**
 - 1.a) Roll Call
 - 1.b) Pledge of Allegiance
 - 1.c) Acknowledgement of the "Open Meetings Act" poster that is posted by the south entrance.
 - 1.d) Adoption of Agenda
 - 1.e) Approval of the Consent Agenda Items*

All items listed with an asterisk (*) are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council Member or a Citizen so requests, in which event the item will be removed from the Consent Agenda status and considered in its normal sequence on the Agenda.
 - 1.f) Proclamations and Presentations
2. **Waverly Ridge Estates**
 - 2.a) Public Hearing: Proposed Zoning Change Request #24-01 from Agricultural District (AG) to Residential (R-2 & R-4) for property generally located on N 148th St. (west boundary), between Bluff Rd (south) and Highway 6 (north)
 - 2.b) Consideration of the first reading of Ordinance 24-01 to Rezone a Parcel of Land for property generally located on N 148th St. (west boundary), between Bluff Rd (south) and Highway 6 (north) from Agricultural District (AG) to Residential (R-2 and R-4)
 - 2.c) Public Hearing: Proposed Waverly Ridge Estates Preliminary Plat
 - 2.d) Consideration of approval of Waverly Ridge Estates Preliminary Plat, a property generally located on N 148th St. (west boundary), between Bluff Rd (south) and Highway 6 (north).
3. **El Portal Liquor License**
 - 3.a) Public Hearing: Application for Class I Liquor License from El Portal Waverly Inc dba El Portal Mexican Restaurant
 - 3.b) Consideration of application of a Class I Liquor License for El Portal Waverly Inc dba El Portal Mexican Restaurant, 13220 Callum Dr. Ste 8.
4. **Sheriff's Report**
5. **Public Comments**
6. **Approval of Minutes**
 - 6.a) *Minutes of the January 9, 2024 City Council Meeting
7. **Consideration of Claims and Financial Reports**
 - 7.a) Claims for payment
 - 7.b) Keno & Sales Tax Reports
8. **Introduction of Resolutions**
9. **Introduction of Ordinances**
10. **Introduction of Business and Communications**

- 10.a) Consideration of the mayor's appointment of Sonny Fankhauser as the Alternate Member to the Board of Adjustment.
 - 10.b) Consideration of the mayor's appointment of Melissa Brown as the Planning Commission Member to the Board of Adjustment.
 - 10.c) Consideration of right of way request from U.S. Cellular for a fiber optic service drop near 9821 N 148th St.
 - 10.d) Consideration of bid award to K2 Construction for the 2020 Water Main Improvements for Eastbourne St, N 147th St, and N 143rd St to Castlewood St in an amount not to exceed \$576,032.00.
 - 10.e) Consideration of Change to Scope of Services No. 1 with JEO Consulting Group for the 2020 Water Main Improvements for Eastbourne St, N 147th St, and N 143rd St to Castlewood St. for an additional \$60,500.00.
 - 10.f) Consideration of agreement with JEO Consulting Group for surveying and engineering services for Water Main Improvements on Oak Lane, Danvers St, and N 146th St. between Oak Lane and Eastbourne St in an amount not to exceed \$97,500.00.
 - 10.g) Updates on following items: Water Emergency, Fire Station, Aquatic Center.
11. **Committee Reports**
- 11.a) Human Services (Park & Recreation): Council Member Jespersen
 - 11.b) Public Works (Utilities & Street): Council Member Nielson
 - 11.c) Public Health (Fire & Safety): Council Member Pascoe
 - 11.d) Fiscal & Economic Development: Council Member Hummel
 - 11.e) City Administrator Fisher

12. **Adjournment**

The Governing Body reserves the right to go into Executive Session at any time for the reasons outlined in State Statute 84-1410.

The following rules are established for audience members and participants at a Council meeting:

- (1) Any person wishing to address the Council shall first state their name and address.
- (2) Public comments are for non-agenda items only.
- (3) Remarks shall be limited to five (5) minutes.

ORDINANCE NO. 24-01

AN ORDINANCE OF THE CITY OF WAVERLY, NEBRASKA TO REZONE A TRACT OF LAND COMPOSED OF LOTS 67 I.T., 68 I.T. AND 70 I.T., ALL LOCATED IN THE WEST HALF OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA FROM AGRIGULTURAL DISTRICT (AG) TO RESIDENTIAL (R2 AND R4).

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

That the Official Zoning Map for the City of Waverly be amended by changing the following:

- Rezoning a Tract of Land Composed of Lots 67 I.T., 68 I.T. and 70 I.T., all located in the West Half of Section 15, Township 11 North, Range 8 East of the 6TH P.M., Lancaster County, Nebraska from Agricultural District (AG) to Residential (R2 and R4) as shown in Exhibit A.

That the City Clerk is hereby directed to take such actions as are necessary and appropriate to effectuate the change as set forth above on the official zoning map of the City.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

William D. Gerdes, Mayor

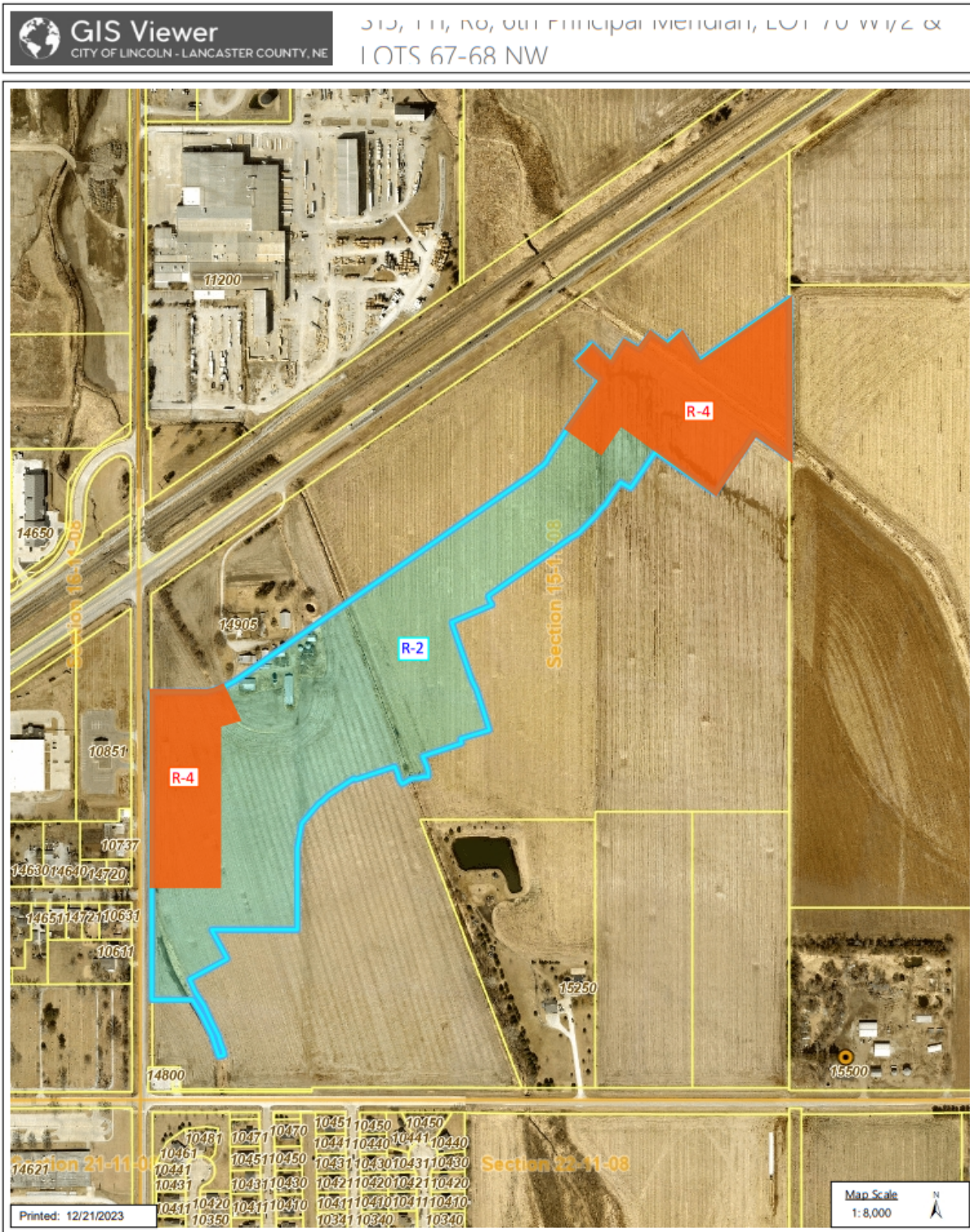
ATTEST:

Megan K. Frye, City Clerk/Deputy Treasurer

(SEAL)

ORDINANCE 24-01

EXHIBIT A



DISCLAIMER: The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments. If you have questions or comments regarding the data displayed on this map, please email assessor@lancaster.ne.gov and you will be directed to the appropriate department.



**City of Waverly
Building and Zoning Department
Zoning Change Report**

Date: December 27, 2023

To: Waverly Planning Commission Members:
Kris Bohac, Melissa Brown, Lindsay Erickson, Heather Chloupek, Tyson Ritz, Allison Stark, Joseph Poole

CC: Stephanie Fisher, Bill Gerdes

From: Mike Palm, Building Inspector/Zoning Administrator

Subject: **Change of Zoning Request 24-01**

General Information:

Legal Description: A tract of land composed of lots 67 I.T., 68 I.T. and 70 I.T., all located in the West half of Section 15, Township 11 North, Range 8 East of the 6th P.M., Lancaster County, Nebraska.

Land area: 1,881,895 sq. ft.

Applicant: Smetter Custom Homes, Inc.
9700 Thornwood Cir.
Lincoln, NE 68512

Owner: Smetter Custom Homes, Inc.

Existing Zoning: Agricultural (AG)

Propose Zoning: Single-Family Residential (R-2), Multiple- Family Residential (R-4)

Existing Land Use: Crops

Surrounding Land Use and Zoning:

North:	Zoned: Agricultural	Use: Crops/Roca Land & Cattle
South:	Zoned: Agricultural	Use: Crops/Roca Land & Cattle
East:	Zoned: Agricultural	Use: Crops
West:	Zoned: Residential/Mixed Use	Use: Homes/Roper

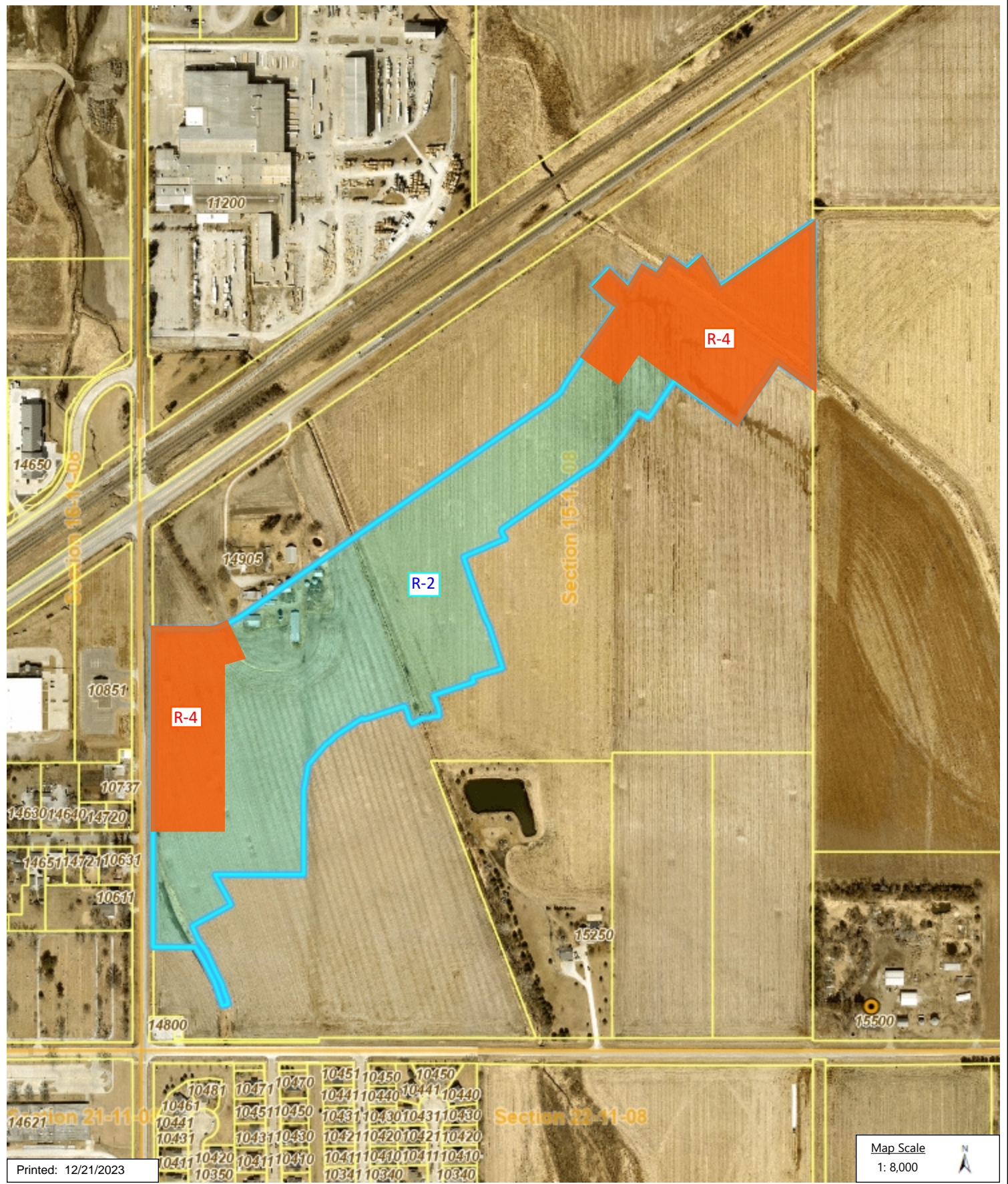
Comprehensive Plan Considerations:

The Future Land Use Map designates this area as Residential

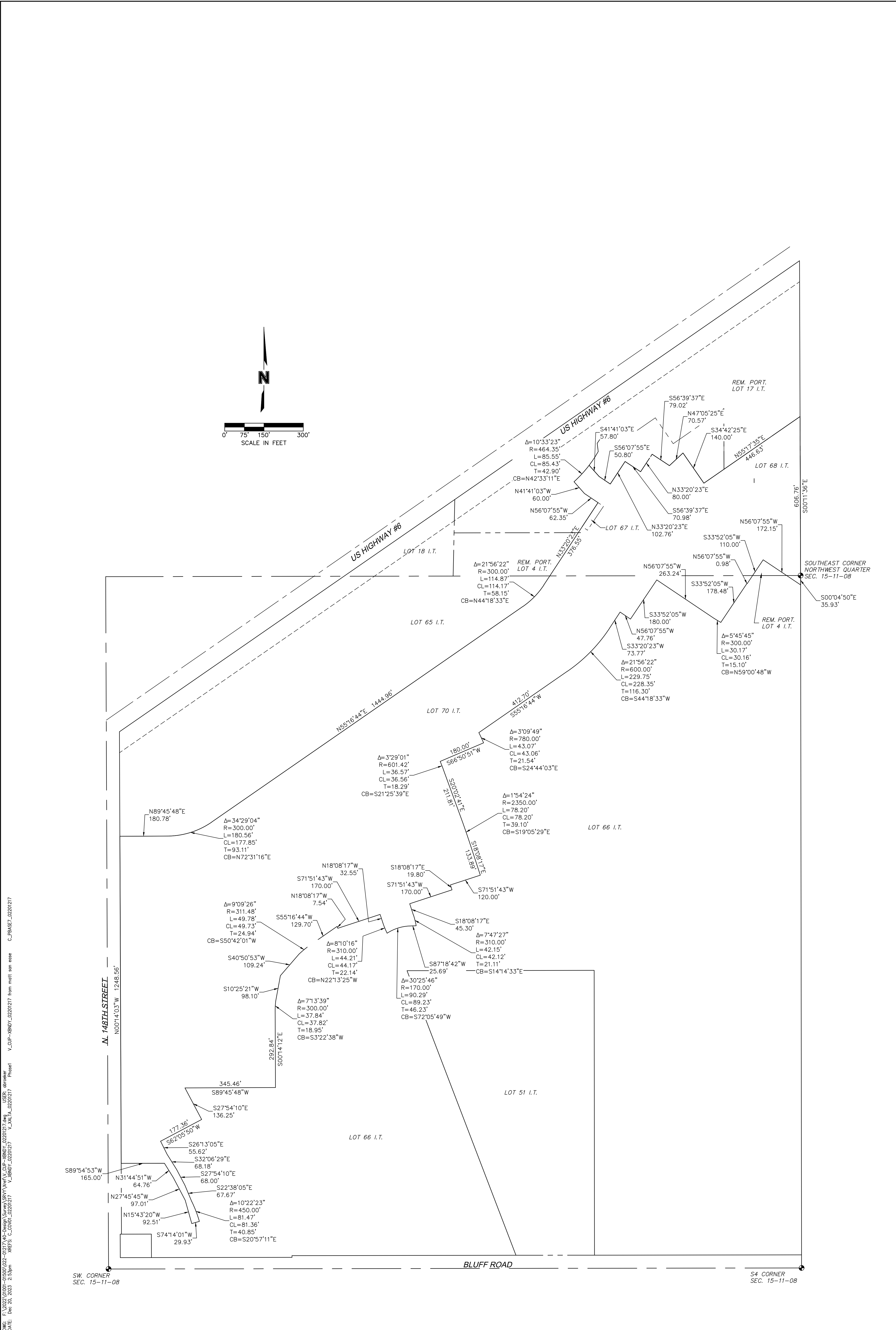
Analysis:

1. The proposed zoning for property described above is Residential (R-2 & R-4). Proposed R-2 District is medium density, single-family lots. Proposed R-4 districts are Multiple-Family (Townhome) lots.
2. The property currently lies outside of the city's corporate limits. The property would be annexed after approval of a final plat.
3. Per the City's Future Land Use Map, this property is designated for Residential Use.
4. The property is surrounded by AG District properties to the North, East, and South. The property is bound by 148th Street to the West.

5. The portion to be rezoned is planned to be subdivided into 94 single family lots and 82 townhome lots
6. Based on the information provided, I recommend approval of the zoning change request.



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DWG: F:\2023\01001-01500\022-01217\0-Design\Survey\SRV\Ver\1_V_CUP-XBNDY_02201217.dwg
 DATE: Dec 20, 2023 2:53pm
 USER: abrooker
 V_CUP-XBNDY_02201217 Phase1
 V_XATL_02201217
 C_PHASE7_02201217

PROJECT NO: 022-01217
 DRAWN BY: ALB
 DATE: 12/20/2023

CUP

olsson
 601 P Street, Suite 200
 P.O. Box 84608
 Lincoln, NE 68589
 TEL: 402.474.6311

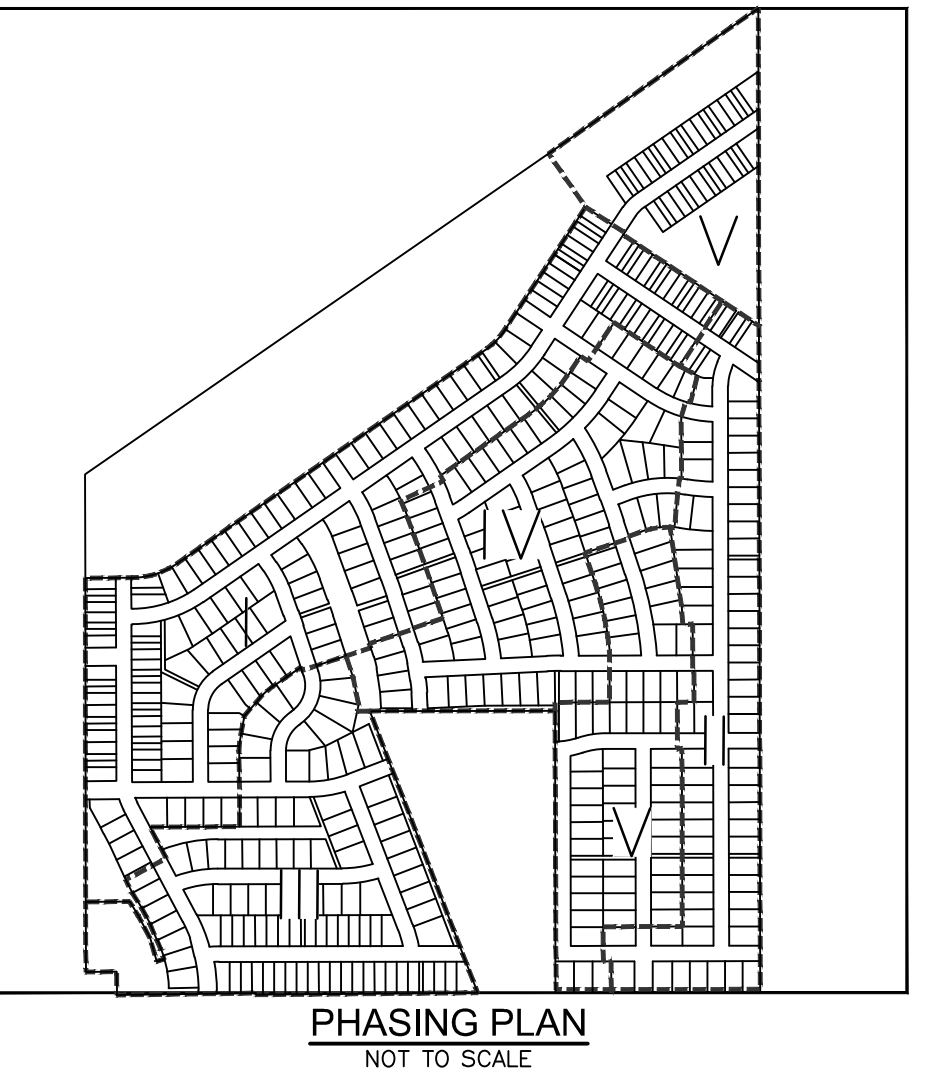
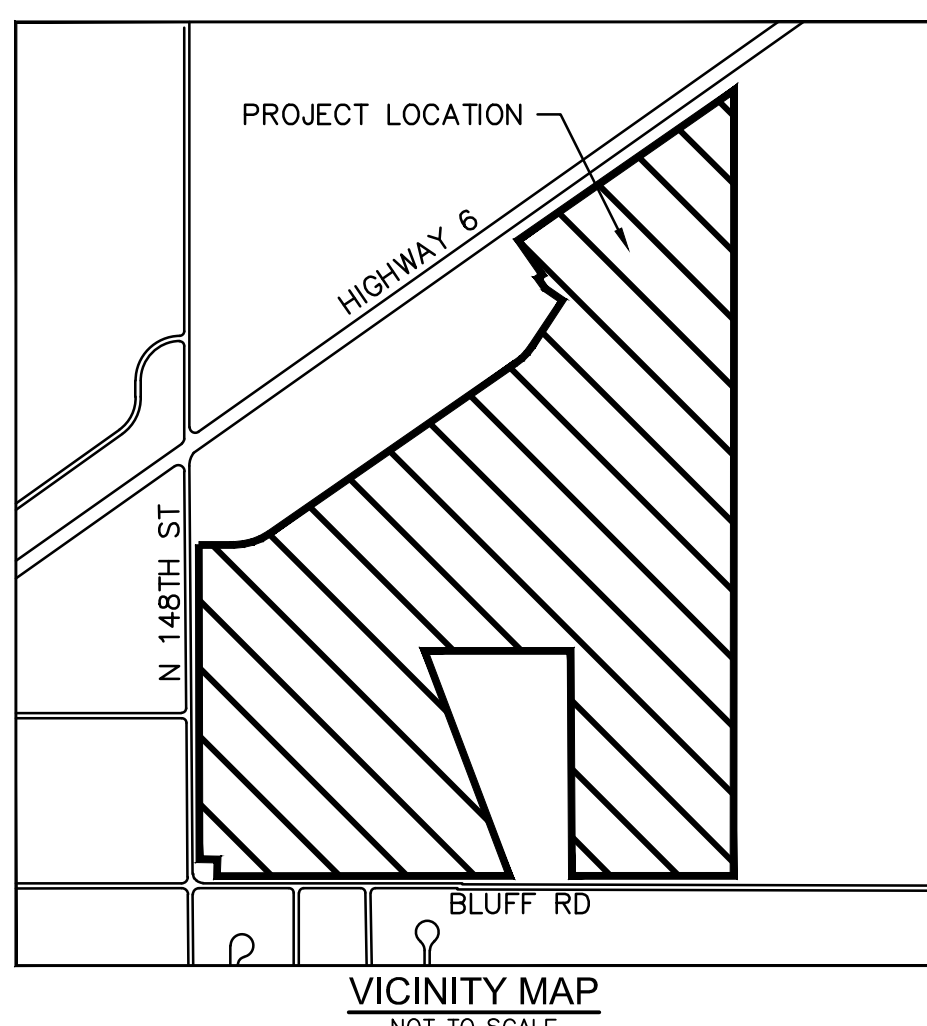
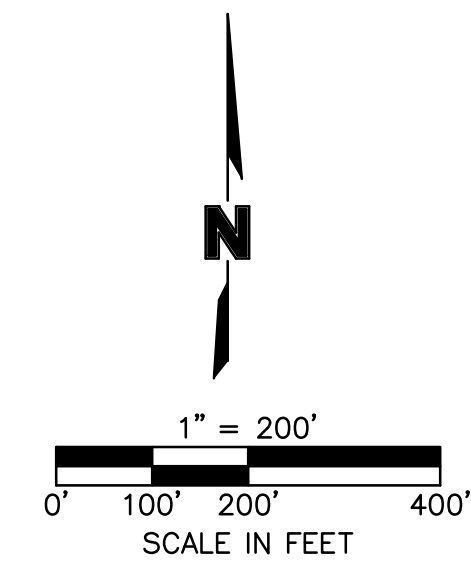
EXHIBIT
1

WAVERLY RIDGE ESTATES COVER SHEET

OWNER/DEVELOPER
SMETTER CUSTOM HOMES, INC.
9700 THORNWOOD CIR.
LINCOLN, NE 68512

ENGINEER/
LANDSCAPE ARCHITECT/
SURVEYOR
OLSSON
601 P STREET, SUITE 200
LINCOLN, NE 68508
PHONE: 402.474.6311

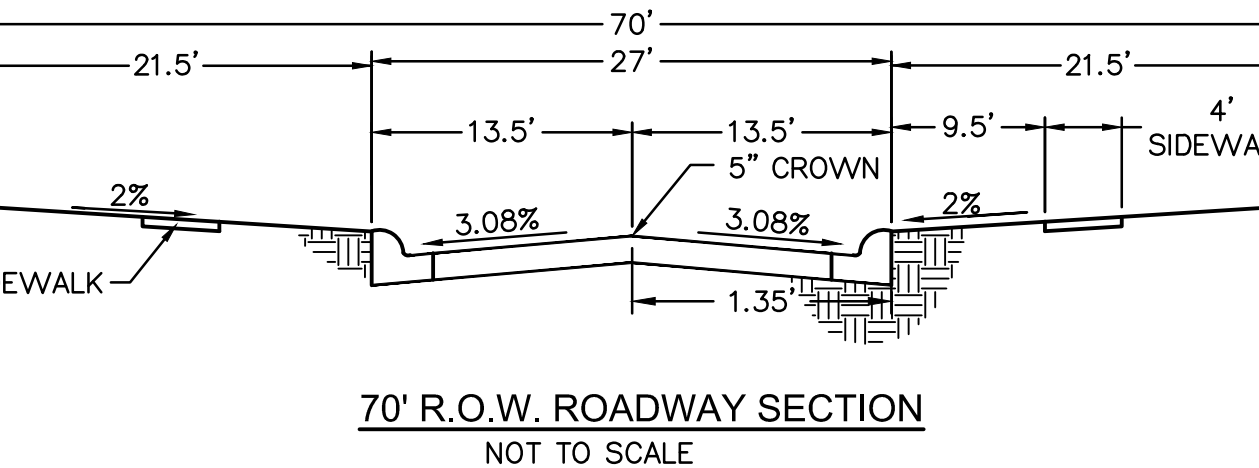
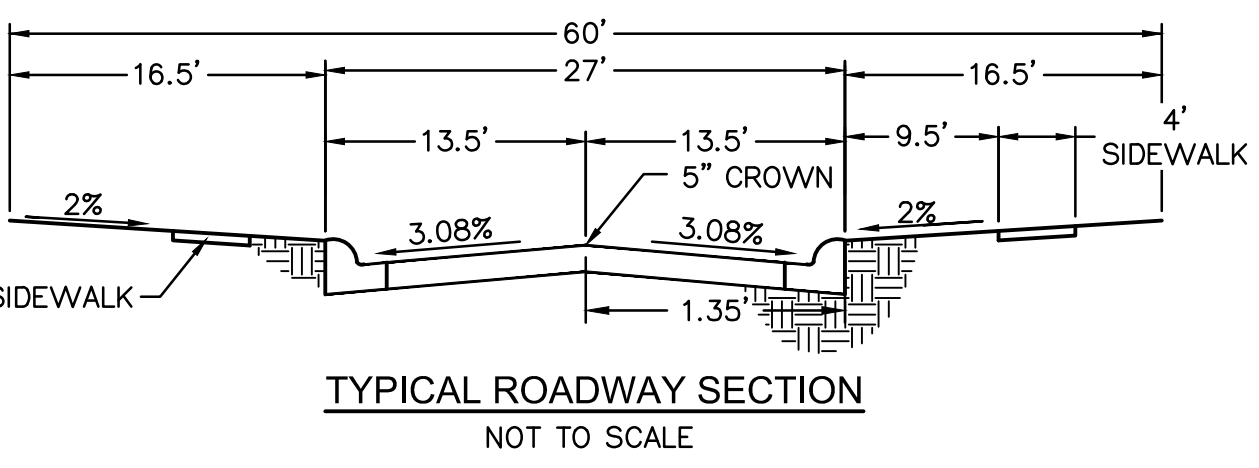
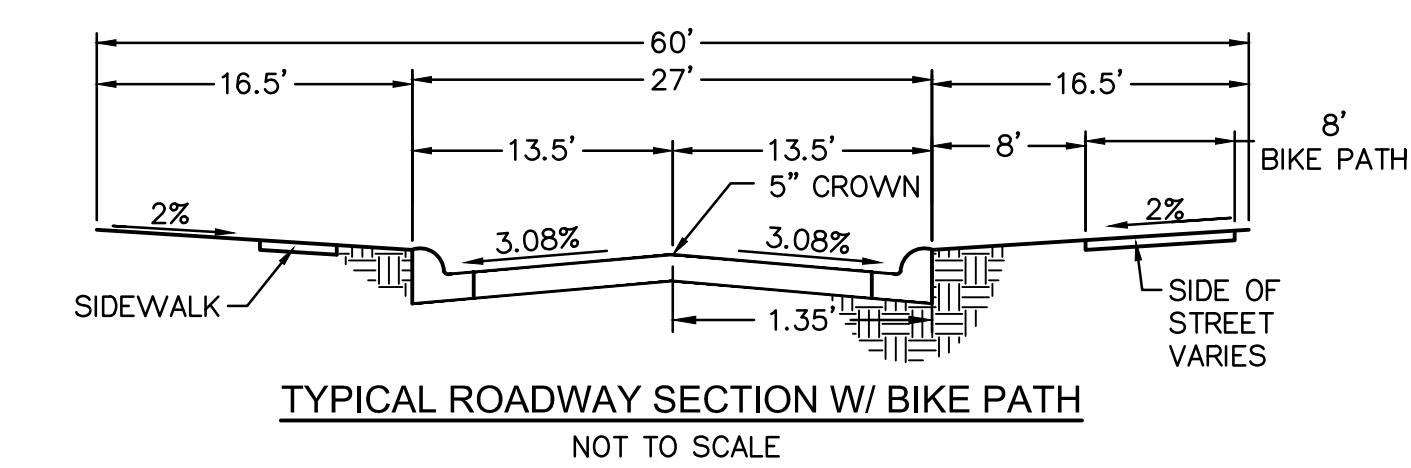
LEGEND	
	SHEET MATCH LINE
	BOUNDARY LINE
	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	PROPOSED LOT LINE
	ROADWAY CENTERLINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	EXISTING FLOOD PLAIN
	EXISTING FLOODWAY
	EXISTING WETLANDS
	EXISTING INTERMITTENT STREAM



SHEET INDEX	
NUMBER	TITLE
1 OF 18	COVER SHEET
2 OF 18	EXISTING CONDITIONS PLAN
3 OF 18	SITE PLAN
4 OF 18	SITE PLAN
5 OF 18	GRADING AND DRAINAGE PLAN
6 OF 18	GRADING AND DRAINAGE PLAN
7 OF 18	GRADING AND DRAINAGE PLAN
8 OF 18	UTILITY PLAN
9 OF 18	UTILITY PLAN
10 OF 18	STREET PROFILES
11 OF 18	STREET PROFILES
12 OF 18	STREET PROFILES
13 OF 18	STREET PROFILES
14 OF 18	STREET PROFILES
15 OF 18	STREET PROFILES
16 OF 18	STREET PROFILES
17 OF 18	STREET PROFILES
18 OF 18	ZONING

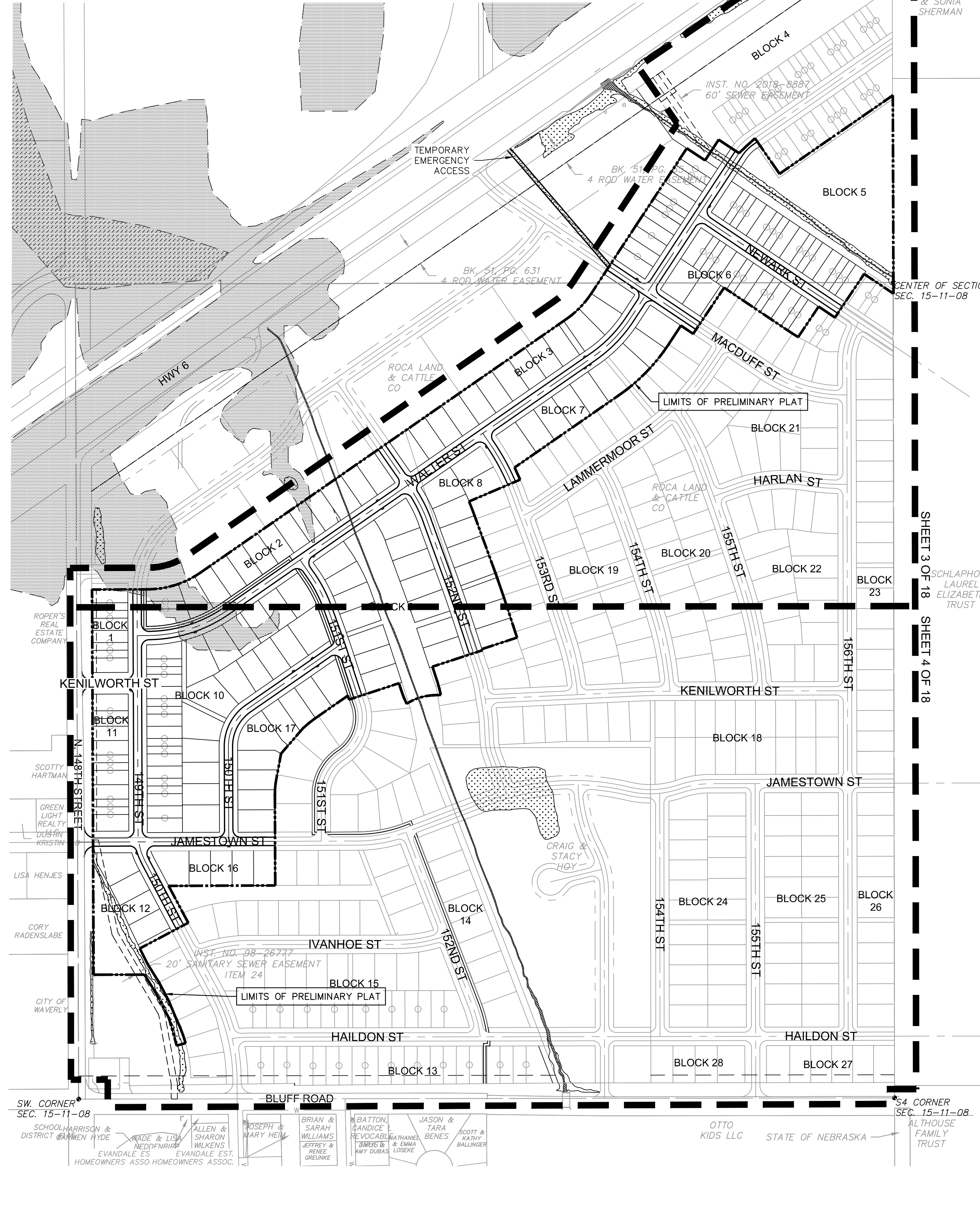
OVERALL CONCEPT

R-1:	AREA IN R1: SINGLE FAMILY LOTS: ALLOWABLE DENSITY (PER R1 ZONING): SINGLE FAMILY:	5.66 ACRES 18 UNITS (13,694 SF/UNIT) 8,400 SF/LOT
R-2:	AREA IN R2: SINGLE FAMILY LOTS: SINGLE FAMILY ATTACHED LOTS: ALLOWABLE DENSITY (PER R2 ZONING): SINGLE FAMILY: TOWNHOUSES:	96.12 ACRES 254 UNITS (15,399 SF/UNIT) 38 UNITS (7,255 SF/UNIT) 7,000 SF/LOT 5,000 SF/LOT
R-3:	AREA INN R3: SINGLE FAMILY LOTS: ALLOWABLE DENSITY (PER R3 ZONING): SINGLE FAMILY:	10.51 ACRES 39 UNITS (11,734 SF/UNIT) 6,000 SF/LOT
R-4:	AREA IN R4: SINGLE FAMILY ATTACHED LOTS: ALLOWABLE DENSITY (PER R4 ZONING): TOWNHOUSES:	24.08 ACRES 82 UNITS (7,774 SF/UNIT) 2,000 SF/LOT
TOTAL AREA SHOWN	SINGLE FAMILY LOTS: SINGLE FAMILY ATTACHED LOTS:	136.37 ACRES 311 UNITS (12,867 SF/UNIT) 160 UNITS (8,307 SF/UNIT)



WAIVERS TO DESIGN STANDARDS

- BLOCK LENGTH, AS SHOWN
- ALLOW MINIMUM STREET CENTERLINE RADII OF 150' FOR LOCAL STREETS.
- NOT PROVIDING TWO ROUTES FROM EACH LOT WITHIN THE SUBDIVISION TO THE REST OF THE CITY.



APPROVAL

THE PRELIMINARY PLAT OF ANDERSON NORTH PARK WAS APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF WAVERLY, LANCASTER COUNTY, NEBRASKA, THIS DAY OF _____, 20__.

DATE	PLANNING COMMISSION CHAIRMAN
DATE	ADMINISTRATIVE OFFICIAL
DATE	MAYOR

GENERAL NOTES

- SANITARY SEWER AND WATER LINES TO BE 8" PIPE AND 6" PIPE RESPECTIVELY UNLESS OTHERWISE SHOWN AND TO BE BUILT TO CITY OF WAVERLY SPECIFICATIONS.
- ALL PAVING RADII TO BE 25' UNLESS OTHERWISE NOTED.
- THE DEVELOPER AGREES TO COMPLY WITH THE DESIGN STANDARDS OF THE CITY OF WAVERLY FOR EROSION CONTROL AND SEDIMENTATION DURING AND AFTER LAND PREPARATION ACCORDING TO STATE, CITY AND LOCAL NRD REQUIREMENTS.
- ALL ROADS ARE PROPOSED TO BE PUBLIC WITH PUBLIC UTILITIES. PUBLIC UTILITIES ARE LOCATED IN ADJACENT PUBLIC STREETS. THE COSTS OF UPSIZING PUBLIC WATER MAINS GREATER THAN 6" AND PUBLIC SANITARY SEWERS GREATER THAN 8" SHALL BE THE RESPONSIBILITY OF THE CITY OF WAVERLY.
- THE PROPOSED PRELIMINARY PLAT IS CURRENTLY ZONED AG WITH A PROPOSED ZONING OF R-2, R-3, AND R-4. (SEE SHEET 18 OF 18)
- SIDEWALKS TO BE BUILT ALONG EACH SIDE OF THE PUBLIC ROADWAYS, EXCEPT NORTH 148TH STREET, BLUFF ROAD, AND HIGHWAY 6, WHERE NO SIDEWALK IS REQUIRED.
- ALL DIMENSIONS ALONG CURVES ARE CHORD DISTANCES.
- ALL SIDEWALK, DRIVE AND PARKING PAVEMENTS TO BE BUILT TO CITY OF WAVERLY STANDARDS.
- ALL SIDEWALKS TO BE BUILT 4' MIN. WIDTH.
- LOT DIMENSIONS SHOWN ARE APPROXIMATE AND MAY VARY UP TO 10 FEET AT TIME OF FINAL PLATTING, PROVIDED MINIMUM LOT DIMENSIONS ARE MET.
- THE APPLICANT SHALL COMPLY WITH ENVIRONMENTAL PERFORMANCE STANDARDS OF THE CITY OF WAVERLY.
- ALL ELEVATIONS ARE TO NAVD 1988.
- ALL STREET DIMENSIONS ARE TO BACK OF CURB.
- ALL SETBACKS WILL BE IN ACCORDANCE WITH ZONING STANDARDS.
- DENSITY:
TOTAL AREA FOR THIS PRELIMINARY PLAT: 43.20 ACRES
AREA IN R2:
SINGLE FAMILY LOTS:
ALLOWABLE DENSITY (PER R2 ZONING):
SINGLE FAMILY: 7,000 SF/LOT
AREA INN R3:
SINGLE FAMILY LOTS:
ALLOWABLE DENSITY (PER R3 ZONING):
SINGLE FAMILY: 6,000 SF/LOT
AREA IN R4:
SINGLE FAMILY ATTACHED LOTS:
ALLOWABLE DENSITY (PER R4 ZONING):
TOWNHOUSES: 2,000 SF/LOT
- PROPOSED ROADS ARE TO BE 27' WIDE WITH 60' RIGHT OF WAY UNLESS OTHERWISE NOTED. ARBURY AND JAMESTOWN STREETS WEST OF 149TH STREET AND 150TH AND 155TH STREET SOUTH OF STIRLING SHALL BE 27' WIDE WITH 70' RIGHT OF WAY.
- ALL PROPERTY CORNERS HAVE BEEN VERIFIED, AND PROPERTY CORNER MONUMENTS HAVE BEEN SET BY A LICENSED SURVEYOR.
- THE LOCATION OF ELECTRIC LINES, TELEPHONE LINES AND GAS LINES SHALL BE COORDINATED WITH THE VARIOUS UTILITIES AND SHALL BE LOCATED WITHIN THE PROPOSED EASEMENTS OR WITHIN THE RIGHT OF WAY IF APPROVED BY THE CITY OF WAVERLY.
- A HOME OWNER'S ASSOCIATION SHALL BE CREATED TO MAINTAIN STORM WATER DETENTION CELLS, OTHER PRIVATE IMPROVEMENTS, AND OUTLOTS.
- A FLOODPLAIN DEVELOPMENT PERMIT SHALL BE REQUIRED PRIOR TO GRADING IN THE EXISTING 100 YEAR FLOODPLAIN.
- DIRECT VEHICULAR ACCESS SHALL BE RELINQUISHED TO NORTH 148TH STREET, BLUFF ROAD, AND HIGHWAY 6, EXCEPT AS SHOWN.
- UPON PAVING COMPLETION ALL CENTERLINE CONTROL SHALL BE PINNED AND SURVEY CONTROL MONUMENTS SHALL BE INSTALLED IN THE PAVEMENT, AS PER CITY OF WAVERLY STANDARDS.
- THE PHASING SHOWN IS APPROXIMATE AND SUBJECT TO CHANGE.
- 6.62 ACRES OF GREENSPACE IS SHOWN, INCLUDING THE 2 RETENTION CELLS.
- 7,556 LINEAL FEET OF PUBLIC STREETS ARE INCLUDED WITH THIS PRELIMINARY PLAT.
- AN 8 FOOT WIDE BIKE PATH SHALL BE CONSTRUCTED, AS SHOWN ON THESE PLANS.
- A GEOTECHNICAL REPORT, PROVIDED BY A QUALIFIED SOILS ENGINEER, MUST BE SUBMITTED TO THE CITY OF WAVERLY PRIOR TO FILING OF THE FINAL PLAT.
- THE TEMPORARY EMERGENCY ACCESS THROUGH MACDUFF STREET AND HIGHWAY 6, AS ALLOWED BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION, SHALL:
a. BE CONSTRUCTED WITH CRUSHED ROCK SURFACING AND MAINTAINED BY THE H.O.A.
b. HAVE A LOCKED GATE LOCATED AT THE R.O.W. LINE OF HIGHWAY 6.
c. ONLY BE USED BY EMERGENCY SERVICES.
d. BE REMOVED ONCE A CONNECTION IS MADE BETWEEN WALTER STREET AND BLUFF ROAD EAST OF OUTLOT 'G'.
- THERE SHALL BE NO STREET PARKING ALLOWED IN THE FOLLOWING AREAS:
a. EITHER SIDE OF JAMESTOWN STREET WEST OF 149TH STREET.
b. THE NORTH SIDE OF JAMESTOWN STREET BETWEEN 149TH STREET AND 151ST STREET.
c. THE SOUTH SIDE OF WALTER STREET BETWEEN 151ST STREET AND 153RD STREET.

LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF A PORTION OF LOT 64 I.T., AND A PORTION OF LOT 66 I.T. LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST AND COMPOSED OF A PORTION OF LOT 64 I.T., AND A PORTION OF THE REMAINING PORTION OF LOT 4 I.T., ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 8 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHWEST CORNER OF SAID LOT 66 I.T., SAID CORNER BEING ON THE EAST RIGHT OF WAY LINE OF NORTH 148TH STREET, SAID CORNER BEING ON THE NORTH LINE OF LOT 21 I.T. OF SAID SECTION 15, THENCE, NORTHERLY, ON A WEST LINE OF SAID LOT 66 I.T., SAID LINE BEING AN EAST LINE OF SAID NORTH 148TH STREET RIGHT OF WAY, ON AN ASSUMED BEARING OF N00°14'03"W, A DISTANCE OF 270.15' TO A SOUTHWEST CORNER OF SAID LOT 64 I.T., SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE, CONTINUING, N00°14'03"W ON A WEST LINE OF SAID LOT 64 I.T., SAID LINE BEING AN EAST LINE OF SAID NORTH 148TH STREET RIGHT OF WAY, A DISTANCE OF 1,248.56' TO A POINT; THENCE N89°45'48"E, ON A NORTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 180.79' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 34°20'24", A RADIUS OF 300.00', AN ARC LENGTH OF 180.56', A CHORD LENGTH OF 177.85', AND A CHORD BEARING OF N72°31'16"E TO A POINT; THENCE N55°16'44"E, ON A NORTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 1,444.96' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 21°58'22", A RADIUS OF 300.00', AN ARC LENGTH OF 114.87', A CHORD LENGTH OF 114.17', A TANGENT LENGTH OF 58.15', AND A CHORD BEARING OF N44°18'35"E, TO A POINT; THENCE N33°20'23"E, ON A NORTH LINE OF SAID LOT 64 I.T., AND ITS EXTENSION, A DISTANCE OF 564.31' TO A POINT; THENCE S56°39'37"E, A DISTANCE OF 70.86' TO A POINT; THENCE N33°20'23"E, A DISTANCE OF 80.00' TO A POINT; THENCE S56°39'37"E, A DISTANCE OF 79.02' TO A POINT; THENCE N47°05'28"E, ON A NORTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 70.57' TO A POINT; THENCE S34°42'28"E, A DISTANCE OF 140.00' TO A POINT; THENCE N67°07'59"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 114.32' TO A POINT; THENCE S33°20'23"E, A DISTANCE OF 170.00' TO A POINT; THENCE N57°07'59"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 63.67' TO A POINT; THENCE S33°20'23"E, A DISTANCE OF 118.93' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 04°49'57", A RADIUS OF 300.00', AN ARC LENGTH OF 25.30', ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 25.30', A TANGENT LENGTH OF 12.86', AND A CHORD BEARING OF N68°23'25"W TO A POINT; THENCE N57°07'59"W, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 263.24' TO A POINT; THENCE S33°20'23"E, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 180.00' TO A POINT; THENCE N57°07'59"W, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 47.76' TO A POINT; THENCE S33°20'23"E, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 73.77' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 21°58'22", A RADIUS OF 300.00', AN ARC LENGTH OF 229.75', ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 228.35', A TANGENT LENGTH OF 116.30', AND A CHORD BEARING OF S44°18'35"W TO A POINT; THENCE S56°16'44"W, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 412.70' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 03°09'04", A RADIUS OF 300.00', AN ARC LENGTH OF 46.07', ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 18.29', AND A CHORD BEARING OF S21°29'28"E TO A POINT; THENCE S00°17'41"E, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 81' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 01°54'24", A RADIUS OF 2,350.00', AN ARC LENGTH OF 78.20', ON AN EAST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 78.20', A TANGENT LENGTH OF 39.10', AND A CHORD BEARING OF S19°02'28"E TO A POINT; THENCE S19°08'17"E, ON AN EAST LINE OF SAID LOT 64 I.T., AND ITS EXTENSION, A DISTANCE OF 141.89' TO A POINT; THENCE S71°51'43"W, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 4.26' TO A POINT; THENCE S71°51'43"W, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 170.00' TO A POINT; THENCE S19°08'17"E, ON A NORTHWESTERLY EXTENSION OF AN EAST LINE OF SAID LOT 64 I.T., AND OF AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 53.34' TO A POINT OF CURVATURE FOR A CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 07°27'21", A RADIUS OF 310.00', AN ARC LENGTH OF 42.15', ON AN EAST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 42.12', A TANGENT LENGTH OF 21.11', AND A CHORD BEARING OF S14°14'35"E, TO A POINT; THENCE S87°18'42"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 25.89' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 05°29'49", A RADIUS OF 310.00', AN ARC LENGTH OF 37.84', ON A SOUTH LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 37.82', A TANGENT LENGTH OF 46.23', AND A CHORD BEARING OF S72°05'49"W TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 08°10'16", A RADIUS OF 310.00', AN ARC LENGTH OF 44.21', ON A WEST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 44.17', A TANGENT LENGTH OF 22.14', AND A CHORD BEARING OF N22°13'25"W TO A POINT; THENCE N18°08'17"W, ON A WEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 66.82' TO A POINT; THENCE S71°51'43"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 181.91' TO A POINT; THENCE S19°08'17"W, ON A SOUTHERLY EXTENSION OF A WEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 13.26' TO A POINT; THENCE S55°16'44"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 129.70' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 09°09'26", A RADIUS OF 310.00', AN ARC LENGTH OF 49.79', ON AN EAST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 49.79', A TANGENT LENGTH OF 24.89', AND A CHORD BEARING OF S50°42'01"W, TO A POINT; THENCE S40°50'53"W, ON A SOUTHWEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 109.24' TO A POINT; THENCE S10°25'21"W, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 96.10' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 07°33'59", A RADIUS OF 300.00', AN ARC LENGTH OF 37.84', ON AN EAST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 37.82', A TANGENT LENGTH OF 18.95', AND A CHORD BEARING OF S03°22'38"W TO A POINT; THENCE S00°14'12"E, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 292.84' TO A POINT; THENCE S89°45'48"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 345.46' TO A POINT; THENCE S27°54'10"E, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 135.44' TO A POINT; THENCE S82°05'50"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 177.36' TO A POINT; THENCE S26°15'05"E, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 56.43' TO A POINT; THENCE S32°06'29"E, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 68.18' TO A POINT; THENCE S27°54'10"E, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 68.00' TO A POINT; THENCE S22°38'05"E, ON AN EAST LINE OF SAID LOT 64 I.T., A DISTANCE OF 67.87' TO A POINT OF CURVATURE FOR A NON-TANGENT CURVE IN A CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 10°22'21", A RADIUS OF 450.00', AN ARC LENGTH OF 81.47', ON AN EAST LINE OF SAID LOT 64 I.T., A CHORD LENGTH OF 81.36', A TANGENT LENGTH OF 40.85', AND A CHORD BEARING OF S20°57'11"E TO A POINT; THENCE S74°14'01"W, ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 29.93' TO A POINT; THENCE N15°42'30"W, ON A WEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 92.31' TO A POINT; THENCE S27°46'45"W, ON A WEST LINE OF SAID LOT 64 I.T., A DISTANCE OF 97.01' TO A POINT OF CURVATURE FOR A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A CENTRAL ANGLE OF 07°17'36", ON A SOUTH LINE OF SAID LOT 64 I.T., A DISTANCE OF 166.00' TO A POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,881,835.77 SQUARE FEET OR 43.20 ACRES, MORE OR LESS.

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REVISIONS	
REV. NO.	DESCRIPTION

COVER SHEET
WAVERLY RIDGE ESTATES
PRELIMINARY PLAT

2023

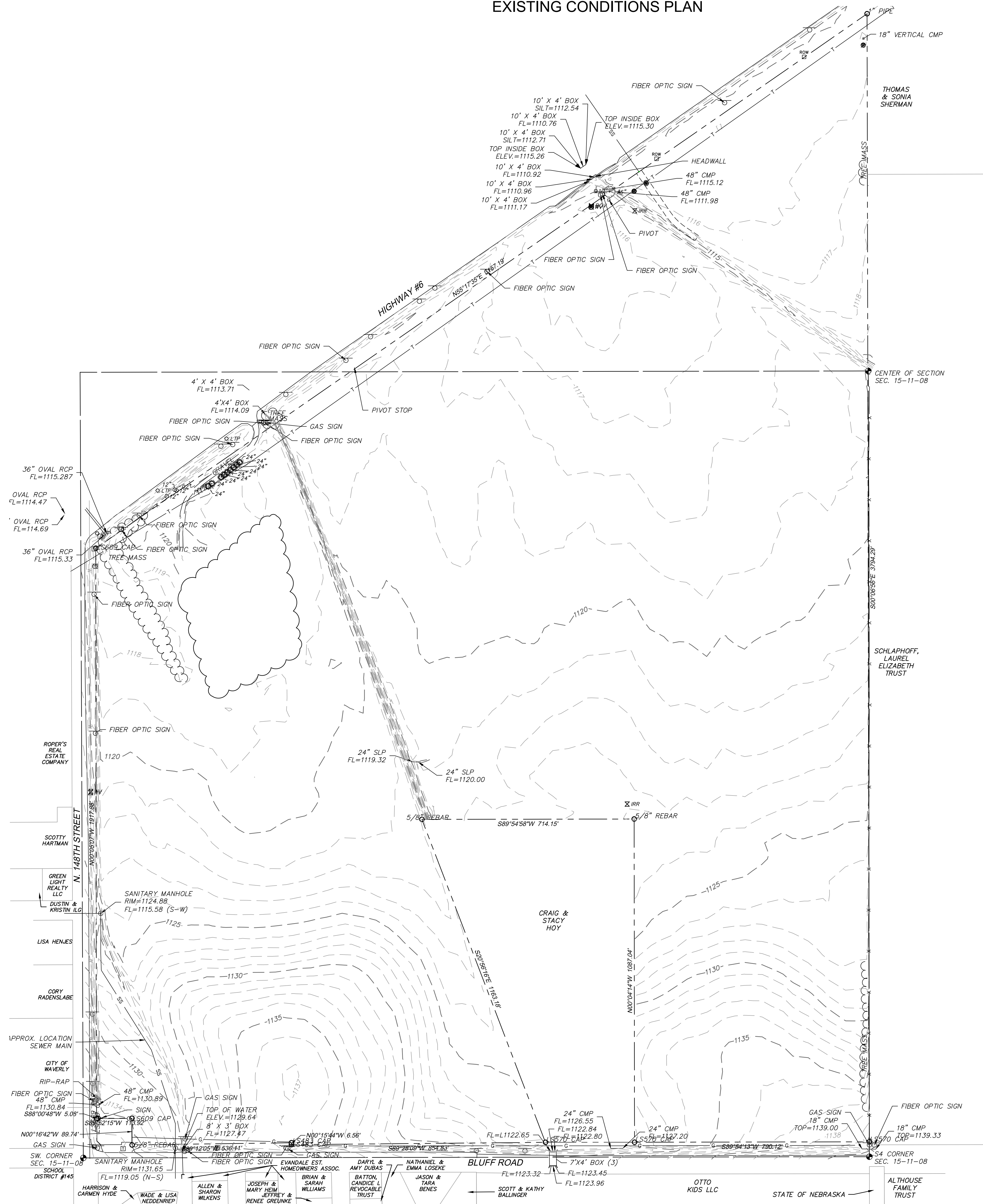
WAVERY, NE

drawn by: EGH
checked by: _____
approved by: _____
GACK: _____
project no.: 022-01217
drawing no.: _____
date: 06/07/2023

SHEET
1 of 18

DWG: F:\2022\01001-01500\022-01217\0-Design\AutoCAD\Preliminary Plans\Sheets\C_COV01_02201217.dwg
DATE: Oct 11, 2023 10:07am
USER: mlongston
XREFS: C_PBAEST_02201217

WAVERLY RIDGE ESTATES EXISTING CONDITIONS PLAN



LEGEND

●	BOLLARD
○	BLOW-OFF VALVE
○	CONIFEROUS TREE
○	DECIDUOUS TREE
○	FOUND PROPERTY CORNER
○	IRRIGATION VALVE
○	JUNCTION BOX
○	LIGHT POLE
○	RIGHT-OF-WAY MARKER
○	SECTION CORNER
○	SIGN
○	SANITARY SEWER MANHOLE
○	STUMP
○	TELEPHONE RISER
○	TELEPHONE MANHOLE
○	WATER WELL
○	WATER VALVE
---	CONTOUR LINE
---	CENTER LINE
---	PROPERTY LINE
---	SECTION LINE
---	CHAIN LINK FENCE
---	WIRE FENCE
---	SANITARY SEWER LINE
---	STORM SEWER LINE
---	WATER LINE
---	UNDERGROUND GAS MAIN
---	OVERHEAD POWER
---	UNDERGROUND POWER
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND CABLE TELEVISION LINE
---	UNDERGROUND FIBER OPTIC LINE
---	UNDERGROUND TRAFFIC LINE
---	STEAM TUNNEL
---	TREE MASS

NOTES:

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THIS INCLUDES PRIVATE AND PUBLIC UTILITIES.
2. TREE SIZES ARE THE TRUNK SIZE AT APPROX. 3' FROM GROUND LEVEL. TREE CANOPY SIZES ARE NOT INCLUDED.
3. HORIZONTAL CONTROL IS: LANCASTER COUNTY GRID.

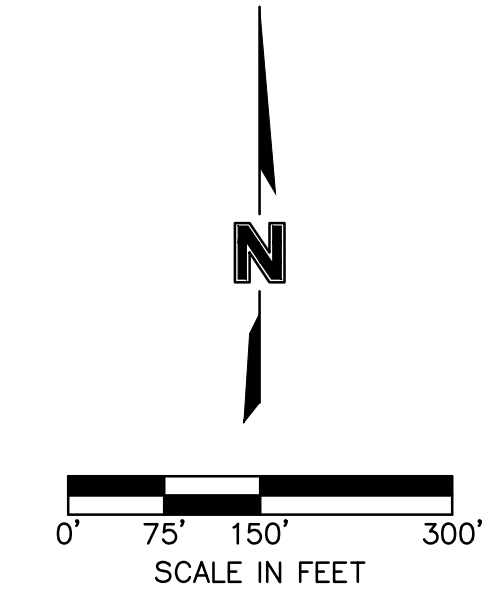
CONTROL POINTS

PNT.	NORTHING	EASTING	ELEV.	DESC.
1	242094.08	212887.07	.	2" ALUM. CAP S4 CORNER
2	242090.02	210242.23	.	2" ALUM. CAP SW CORNER
4	244737.00	212883.35	.	LS595 CAP CENTER OF SECTION

BENCHMARKS

1. ALUM. CAP AT THE INTERSECTION OF N. 148TH STREET AND JAMESTOWN STREET, APPROX. 33' N. OF THE INTERSECTION APPROX. 19' W OF THE CENTERLINE OF N. 148TH STREET. ELEV.=1125.50 (N.A.V.D. 1988)

NOTE:
BENCHMARKS SHALL BE CHECKED INTO CITY OF WAVERLY MONUMENTS PRIOR TO CONSTRUCTION OR CONSTRUCTION STAKING.



DWG: F:\2022\01001-01500\022-01217_40-Design\AutoCAD\Preliminary Plans\Sheets\C_EX001_02201217.dwg
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 USER: mlangston

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EXISTING CONDITIONS PLAN

WAVERLY RIDGE ESTATES
PRELIMINARY PLAN

WAVERLY, NE

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

2023

drawn by: _____ ECH

checked by: _____

approved by: _____

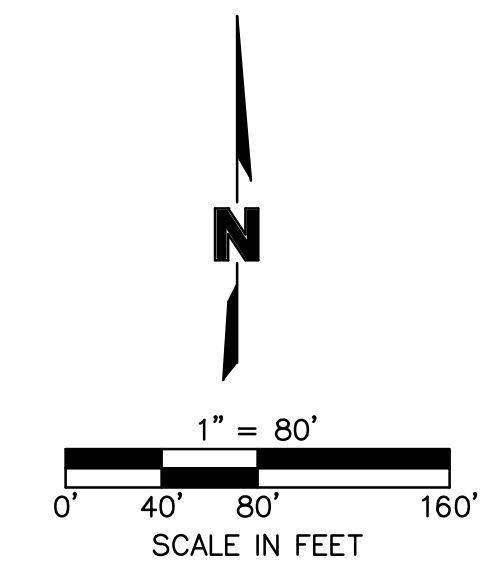
date: 06/07/2023

SHEET
2 of 18

WAVERLY RIDGE ESTATES GRADING AND DRAINAGE PLAN

LEGEND

	EXISTING RIGHT OF WAY
	PROPOSED RIGHT OF WAY
	FUTURE RIGHT OF WAY
	SECTION LINE
	EXISTING CENTERLINE
	PROPOSED CENTERLINE
	FUTURE CENTERLINE
	PROPOSED EASEMENT
	EXISTING EASEMENT
	DRAINAGE AREA
	PROPOSED STORM SEWER
	SHEET MATCH LINE
	PROPOSED STORM SEWER INLET
	PROPOSED FLARED END SECTION
	EXISTING FLOOD PLAIN
	EXISTING DRAINAGE AREAS
	EXISTING FLOOD PLAIN
	EXISTING FLOODWAY
	EXISTING WETLANDS
	EXISTING INTERMITTENT STREAM



DWG: F:\2022\01001-01500\022-01217\40-Design\AutoCAD\Preliminary Plans\Sheets\C_GRAD01_02201217.dwg USER: mlmgston
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GRADING AND DRAINAGE PLAN

WAVERLY RIDGE ESTATES
PRELIMINARY PLAN

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION

drawn by: [blank]
checked by: [blank]
approved by: [blank]
date: 022-01217

2023

WAVERLY, NEBRASKA

SHEET
6 of 18

WAVERLY RIDGE ESTATES GRADING AND DRAINAGE PLAN

PRELIMINARY PIPE SIZING CALCULATIONS

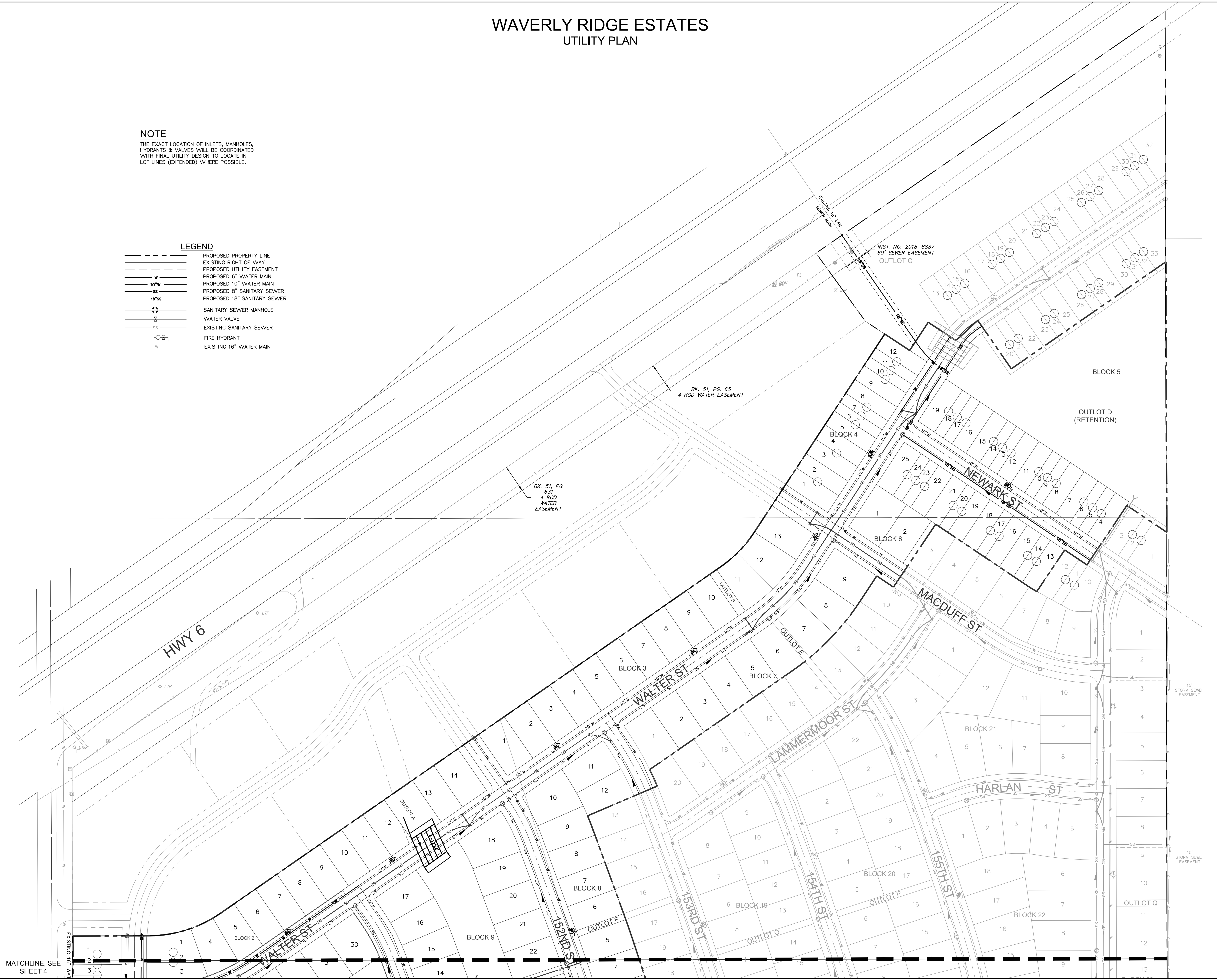
Minor Storm System Conveyance Analysis										Major Storm System Conveyance Analysis														
Minor Storm Average Return Frequency (yr): 5										Major Storm Average Return Frequency (yr): 100														
Location	Area (acres)	Coefficient C	A x C	Sum A x C	Time of Concentration (min)	Return Frequency (yr)	Intensity (in/hr)	Runoff Coefficient	Pipe Slope S ₀ (ft/ft)	Pipe Length (ft)	Pipe Diameter D (inches)	Pipe Capacity Q _p (cfs)	Pipe Velocity V _p (fps)	Time in Section (min)	Intensity 100 (in/hr)	Freq. Factor CF	Flow Q100 (cfs)	Overflow Rate Slope S ₀ (ft/ft)	Street Width (ft)	Street Capacity Q _s (cfs)	Swale Width W (ft)	Swale Capacity Q _{sw} (cfs)	Overflow Pipe Capacity Q _{op} (cfs)	COMMENT
A1	2.75	0.40	1.10	1.10	10.20	5	4.67	5.1	0.0064	33	15	5.2	4.2	0.13	8.35	1.25	11.5	0.005	27	44.5	0	0	49.7	Street
A2a	0.74	0.40	0.30	0.30	8.00	5	5.03	1.5	0.0050	341	12	2.5	3.2	1.77	9.00	1.25	3.3	0.005	27	44.5	0	0	47.0	Street
A2	1.90	0.40	0.76	2.16	10.20	5	4.67	10.1	0.0093	73	18	10.1	5.7	0.21	8.35	1.25	22.5	0.005	27	44.5	0	0	54.6	Street
A3	3.04	0.40	1.22	2.54	14.44	5	4.11	10.4	0.0099	288	18	10.5	5.9	0.81	7.35	1.25	23.4	0.005	27	44.5	0	0	55.0	Street
A4	3.32	0.40	1.33	1.33	13.20	5	4.25	5.6	0.0077	345	15	5.7	4.6	1.24	7.61	1.25	12.6	0.005	27	44.5	0	0	50.2	Street
A5	1.73	0.40	0.69	0.69	9.80	5	4.73	3.3	0.0050	33	15	4.6	3.7	0.15	8.46	1.25	7.3	0.005	27	44.5	0	0	49.1	Street
A6	0.96	0.40	0.38	3.62	15.28	5	4.01	14.5	0.0192	44	18	14.6	8.2	0.09	7.19	1.25	32.5	0.005	27	44.5	0	0	59.1	Street
A2 & A6	0.40	0.00	5.78	15.35	5	4.01	23.1	0.0105	232	24	23.2	7.4	0.52	7.17	1.25	51.8	0.005	27	44.5	0	0	67.7	Street	
A7	0.99	0.40	0.24	6.01	15.87	5	3.95	23.7	0.0111	200	24	23.8	7.6	0.44	7.07	1.25	53.1	0.005	27	44.5	0	0	68.3	Street
A7a	2.75	0.40	1.10	7.42	28.28	5	3.81	28.2	0.0050	400	15	29.0	4.7	1.13	6.82	1.25	63.2	0.005	27	44.5	0	0	73.5	Street
A8	2.09	0.40	0.84	8.69	18.64	5	3.68	32.0	0.0061	296	30	32.0	6.5	0.76	6.59	1.25	71.6	0.005	27	44.5	0	0	76.5	Street
A9a	0.76	0.40	0.30	0.30	8.00	5	5.03	1.5	0.0050	141	12	2.5	3.2	0.73	9.00	1.25	3.4	0.005	27	44.5	0	0	47.0	Street
A7 & A9a	0.40	0.00	6.32	16.31	5	3.90	24.7	0.0119	458	24	24.7	7.9	0.97	6.99	1.25	55.2	0.005	27	44.5	0	0	69.2	Street	
A9	3.41	0.40	1.36	1.36	14.50	5	4.10	5.6	0.0075	35	15	5.6	4.6	0.13	7.34	1.25	12.5	0.005	27	44.5	0	0	50.1	Street
A10	2.66	0.40	1.06	9.75	19.40	5	3.62	35.3	0.0074	34	30	35.3	7.2	0.08	6.47	1.25	78.9	0.005	27	44.5	0	0	79.8	Street
A11	1.09	0.40	0.44	0.44	8.00	5	5.03	2.2	0.0050	136	12	2.5	3.2	0.71	9.00	1.25	4.9	0.005	27	44.5	0	0	47.0	Street
A7a & A11	0.40	0.00	7.85	18.41	5	3.70	29.1	0.0051	84	30	29.3	6.0	0.23	6.63	1.25	65.0	0.005	27	44.5	0	0	73.8	Street	
A12	2.61	0.40	1.04	10.26	19.99	5	3.57	36.6	0.0083	35	30	37.4	7.6	0.08	6.38	1.25	81.8	0.005	27	44.5	0	0	81.9	Street
A13	0.62	0.40	0.25	0.25	8.00	5	5.03	1.2	0.0050	146	12	2.5	3.2	0.76	9.00	1.25	2.8	0.005	27	44.5	0	0	47.0	Street
A10 & A13	0.40	0.00	10.00	19.48	5	3.61	36.1	0.0079	228	30	36.5	7.4	0.51	6.46	1.25	80.7	0.005	27	44.5	0	0	81.0	Street	
A14	1.02	0.40	0.41	10.67	20.07	5	3.56	38.0	0.0086	33	30	38.0	7.7	0.07	6.37	1.25	84.9	0.005	27	0.0	20	146	184.0	Swale
A15	0.76	0.40	0.30	10.97	20.14	5	3.55	39.0	0.0091	148	30	39.1	8.0	0.31	6.36	1.25	87.2	0.005	27	0.0	20	146	185.1	Swale
B1	4.82	0.40	1.93	1.93	28.10	5	3.01	5.8	0.0081	19	15	5.8	4.7	0.07	5.39	1.25	13.0	0.005	27	44.5	0	0	50.3	Street
B2	1.09	0.40	0.44	0.44	9.90	5	4.71	2.1	0.0050	32	12	2.5	3.2	0.17	8.43	1.25	4.6	0.005	27	44.5	0	0	47.0	Street
B3	1.09	0.40	0.44	2.80	28.17	5	3.01	8.4	0.0096	312	18	10.3	5.8	0.89	5.38	1.25	18.8	0.005	27	44.5	0	0	54.8	Street
B4	3.77	0.40	1.51	2.79	21.30	5	3.46	9.6	0.0085	283	18	9.7	5.5	0.86	6.19	1.25	21.6	0.005	27	44.5	0	0	54.2	Street
B5	3.20	0.40	1.28	1.28	24.10	5	3.26	4.2	0.0050	41	15	4.6	3.7	0.18	5.83	1.25	9.3	0.005	27	44.5	0	0	49.1	Street
B6	2.45	0.40	0.98	3.77	22.16	5	3.40	12.8	0.0149	325	18	12.8	7.3	0.75	6.08	1.25	28.6	0.005	27	44.5	0	0	57.3	Street
B7	2.22	0.40	0.89	1.35	19.70	5	3.59	4.8	0.0057	55	15	4.9	4.0	0.23	6.43	1.25	10.8	0.005	27	44.5	0	0	49.4	Street
B8	1.15	0.40	0.46	0.46	16.50	5	3.88	1.8	0.0050	32	12	2.5	3.2	0.17	6.95	1.25	4.0	0.005	27	44.5	0	0	47.0	Street
B3,B6,B7	0.40	0.00	7.92	22.91	5	3.34	26.4	0.0137	222	24	26.5	8.4	0.44	5.98	1.25	59.2	0.005	27	44.5	0	0	71.0	Street	
B9	0.99	0.40	0.24	0.24	8.20	100	8.94	2.1	0.0050	35	12	2.5	3.2	0.18	8.94	1.25	2.6	0.005	27	44.5	0	0	47.0	Street
B10	1.86	0.40	0.74	8.89	23.35	100	5.92	52.7	0.0543	140	24	52.7	16.8	0.14	5.92	1.25	65.8	0.005	27	44.5	0	0	97.2	Street
C1	0.48	0.40	0.19	0.19	10.90	100	8.27	1.6	0.0050	33	12	2.5	3.2	0.17	8.27	1.25	2.0	0.005	27	44.5	0	0	47.0	Swale
C2	0.55	0.40	0.22	0.41	10.00	100	8.40	3.5	0.0095	41	12	3.5	4.4	0.15	8.40	1.25	4.3	0.005	27	44.5	0	0	48.0	Swale
D1	9.64	0.30	2.89	2.89	21.40	5	3.45	10.0	0.0091	12	18	10.0	5.7	0.04	6.18	1.25	22.3	0.005	27	44.5	0	0	54.5	Street
D2	2.06	0.40	0.82	0.82	23.90	5	3.27	2.7	0.0058	72	12	2.7	3.5	0.35	5.85	1.25	6.0	0.005	27	44.5	0	0	47.2	Street
D3	1.15	0.40	0.46	4.18	25.80	100	5.63	23.5	0.0109	33	24	23.6	7.5	0.07	5.63	1	23.5	0.005	27	0.0	0	0	23.6	Pipe
D4	0.34	0.40	0.14	4.31	25.87	100	5.62	24.3	0.0115	255	24	24.3	7.7	0.55	5.62	1	24.3	0.005	27	0.0	0	0	24.3	Pipe
E1	1.88	0.40	0.75	0.75	23.40	5	3.31	2.5	0.0050	33	12	2.5	3.2	0.17	5.92	1.25	5.6	0.005	27	0.0	20	146	148.5	Swale
E2	0.80	0.40	0.32	1.07	11.40	5	4.49	4.8	0.0171	144	12	4.7	5.9	0.40	8.04	1.25	10.8	0.005	27	0.0	20	146	150.7	Swale
F1	1.80	0.40	0.72	0.72	21.20	5	3.47	2.5	0.0050	414	12	2.5	3.2	2.15	6.21	1.25	5.6	0.005	27	44.5	0	0	47.0	Street
F2	0.81	0.40	0.32	0.32	14.20	100	7.40	2.4	0.0050	33	12	2.5	3.2	0.17	7.40	1	2.4	0.005	27	0.0	0	0	2.5	Pipe
F3	1.55	0.40	0.62	1.66	20.60	100	6.29	10.5	0.0087	105	18	9.8	5.5	0.32	6.29	1	10.5	0.005	27	0.0	0	0	9.8	Pipe
G1	3.07	0.40	1.23	1.23	12.50	5	4.34	5.3	0.0069	205	15	5.4	4.4	0.78	7.77	1.25	11.9	0.005	27	44.5	0	0	49.9	Street
H1	2.13	0.40	0.85	0.85	13.70	5	4.19	3.6	0.0050	86	15	4.6	3.7	0.39	7.50	1.25	8.0	0.005	27	44.5	0	0	49.1	Street
H2	4.23	0.40	1.69	2.54	30.00	5	2.91	7.4	0.0050	277	18	7.4	4.2	1.10	5.20	1.25	16.5	0.005	27	44.5	0	0	51.9	Street
H3	0.65	0.40	0.26	0.26	11.70	5	4.45	1.2	0.0050	32	12	2.5	3.2	0.17	7.96	1.25	2.6	0.005	27	44.5	0	0	47.0	Street
H4	1.54	0.40	0.62	0.62	32.60	5	2.78	1.7	0.0050	495	12	2.5	3.2	2.57	4.97	1.25	3.8	0.005	27	44.5	0	0	47.0	Street
H5	3.14	0.40	1.26	2.78	34.70	100	4.80	13.3	0.0154	131	18	13.0	7.4	0.30	4.80	1	13.3	0.005	27	0.0	0	0	13.0	Pipe
H6	1.29	0.40	0.52	3.32	14.10	5	4.15	13.8	0.0172	38	18	13.8	7.8	0.08	7.42	1.25	30.8	0.005	27	44.5	0	0	58.3	Street
H7	2.27	0.40	0.91	0.91	19.20	100	6.50	5.9	0.0084	32	15	5.9	4.8	0.11	6.50	1	5.9	0.005	27	0.0	0	0	5.9	Pipe
H5 & H6	0.40	0.00	6.10	14.18	100	7.40	45.2	0.0122	131	30	45.3	9.2	0.24	7.40	1	45.2	0.005	27	0.0	0	0	45.3	Pipe	
I1	0.62	0.40	0.25	0.25	17.30	5	3.81	0.9	0.0050	33	12	2.5	3.2	0.17	6.81	1.25	2.1	0.005	27	0.0	20	146	148.5	Swale
I2	1.23	0.40	0.49	0.74	13.00	5	4.28	3.2	0.0079	127	12	3.2	4.0	0.52	7.66	1.25	7.1	0.005	27	0.0	20	146	149.2	Swale
J1	3.39	0.40	1.36	2.83	29.50	100	5.25	14.9	0.0201	130	18	14.9	8.4	0.26	5.25	1	14.9	0.005	27	0.0	0	0	14.9	

WAVERLY RIDGE ESTATES UTILITY PLAN

NOTE

THE EXACT LOCATION OF INLETS, MANHOLES, HYDRANTS & VALVES WILL BE COORDINATED WITH FINAL UTILITY DESIGN TO LOCATE IN LOT LINES (EXTENDED) WHERE POSSIBLE.

LEGEND	
	PROPOSED PROPERTY LINE
	EXISTING RIGHT OF WAY
	PROPOSED UTILITY EASEMENT
	PROPOSED 6" WATER MAIN
	PROPOSED 10" WATER MAIN
	PROPOSED 8" SANITARY SEWER
	PROPOSED 18" SANITARY SEWER
	SANITARY SEWER MANHOLE
	WATER VALVE
	EXISTING SANITARY SEWER
	FIRE HYDRANT
	EXISTING 16" WATER MAIN



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REV. NO.	DATE	REVISIONS DESCRIPTION

REV. NO.	DATE	REVISIONS DESCRIPTION

UTILITY PLAN
 WAVERLY RIDGE ESTATES
 PRELIMINARY PLAT
 WAVERLY, NEBRASKA

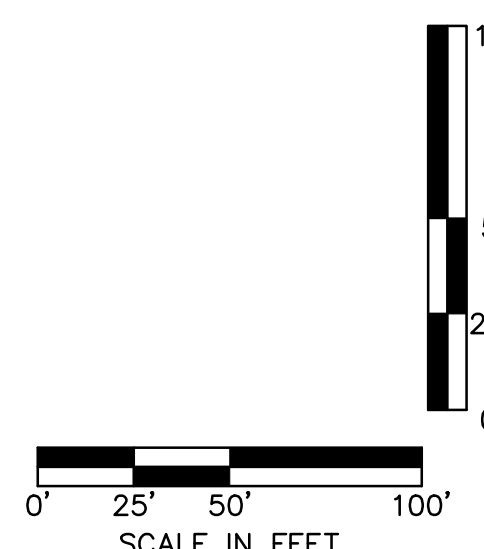
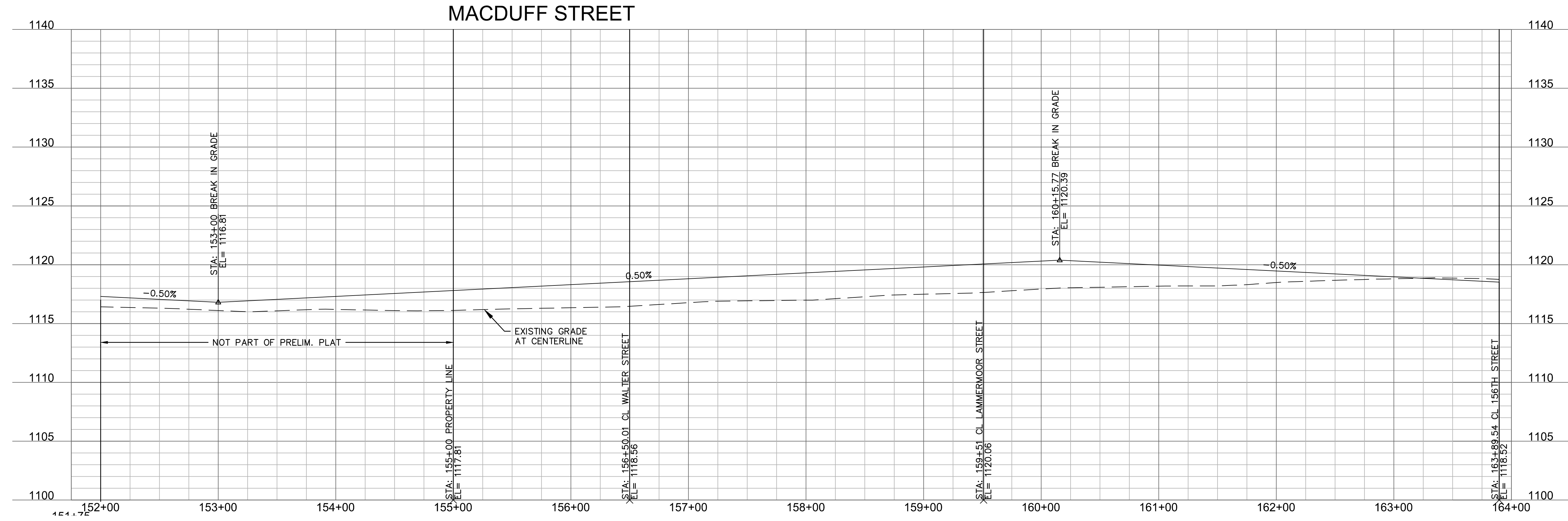
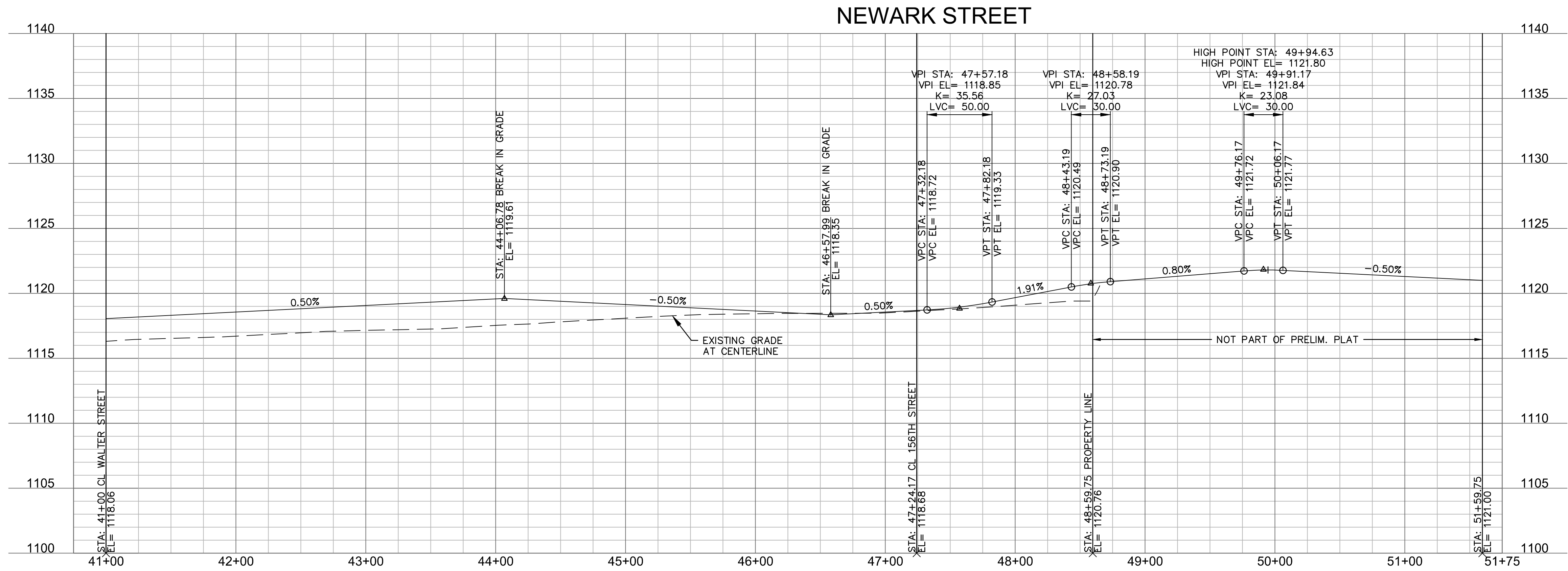
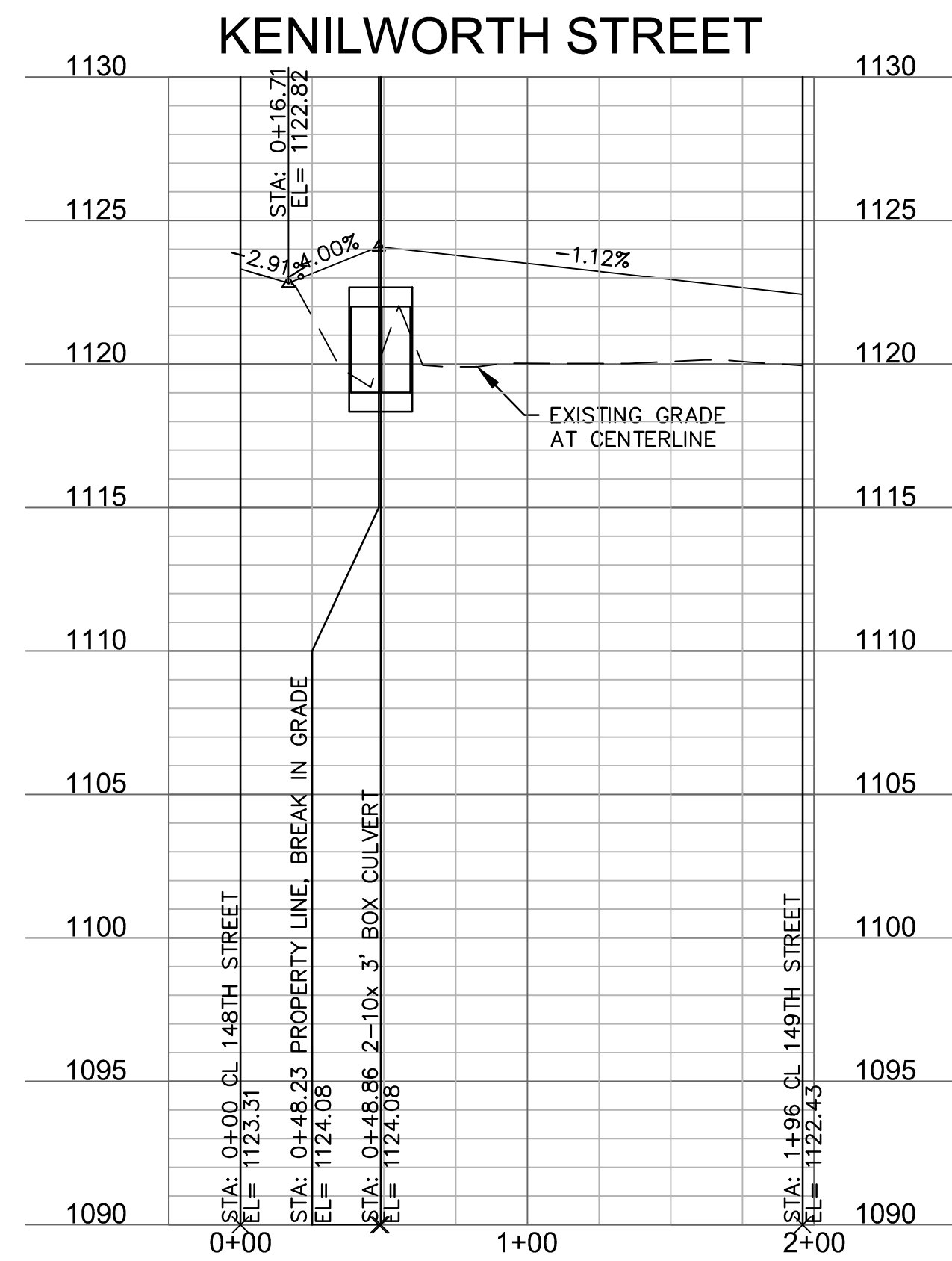
2023

drawn by: _____
 checked by: _____
 G.A.C.K. by: _____
 project no.: 022-0217
 drawing no.: _____
 date: 06/06/23

SHEET
 8 of 18

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MATCHLINE, SEE SHEET 4



drawn by: _____
 checked by: _____
 approved by: _____
 GACD by: _____
 project no.: 022-01217
 drawing no.: _____
 date: 06/07/2023

REV. NO.	DATE	REVISIONS DESCRIPTION
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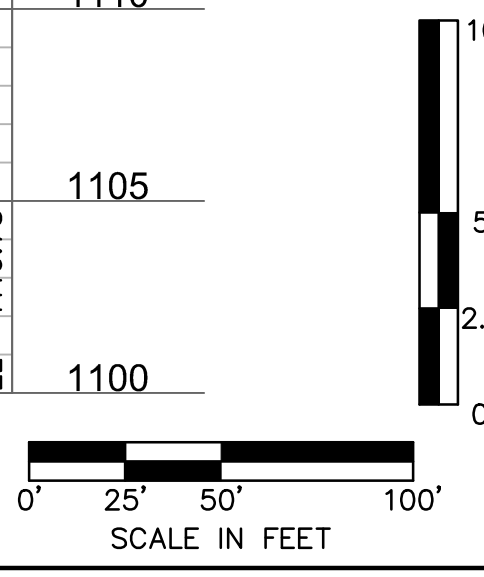
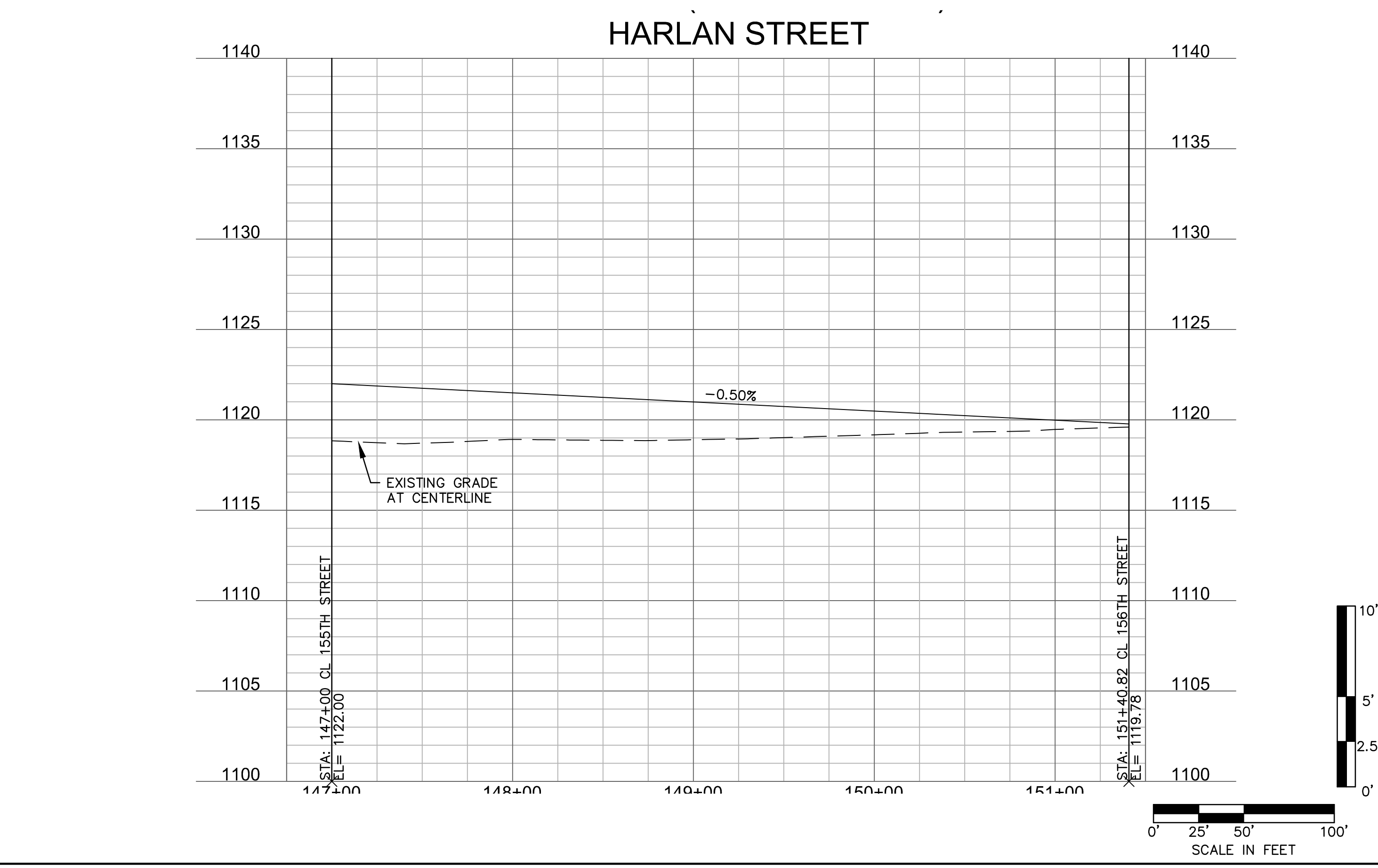
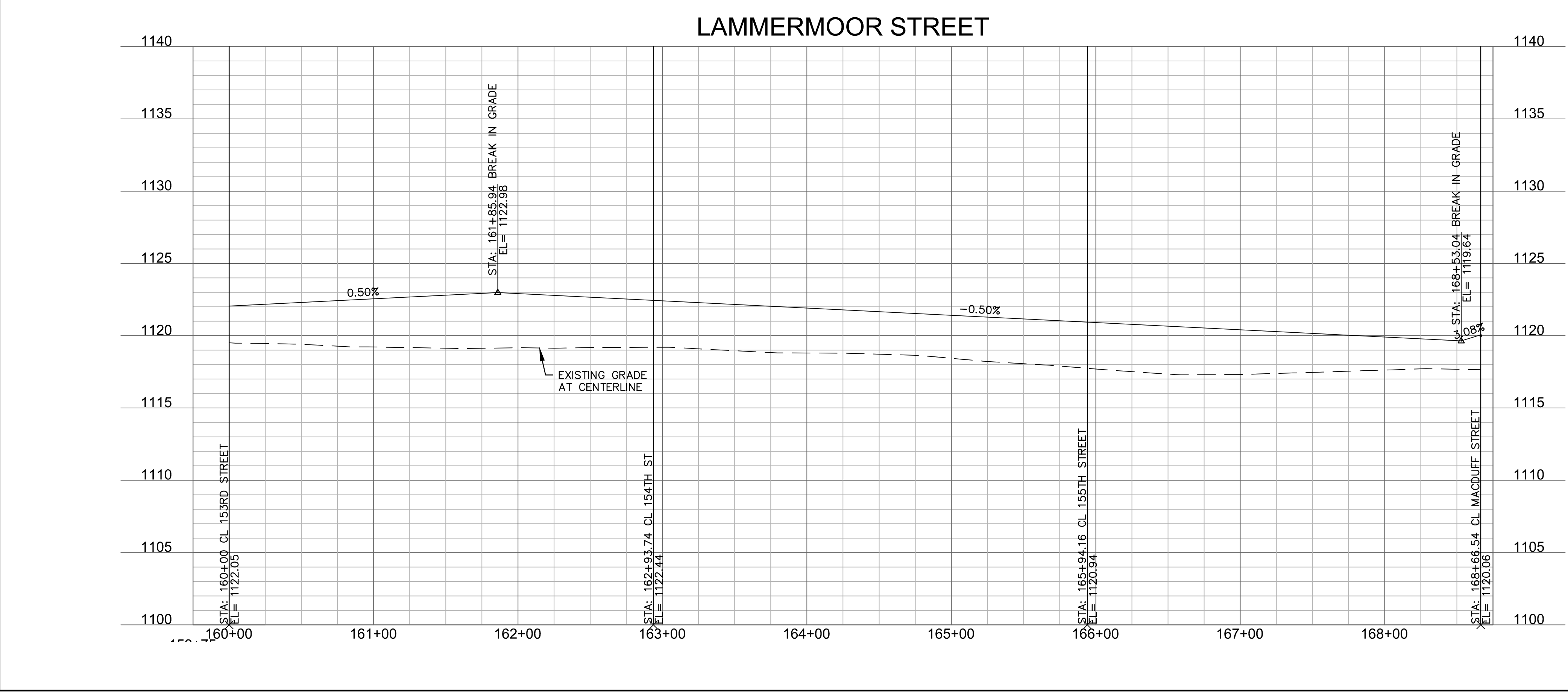
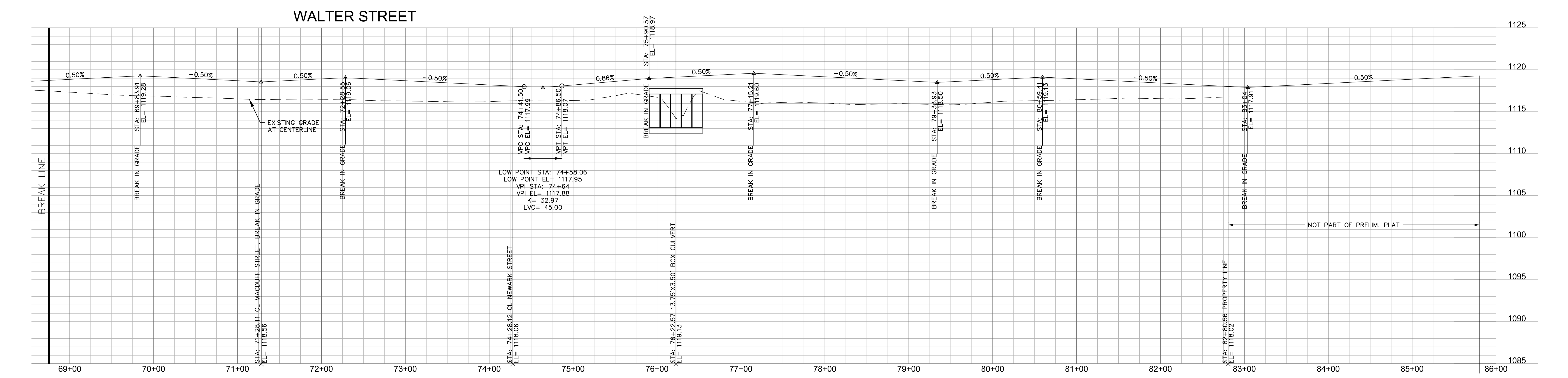
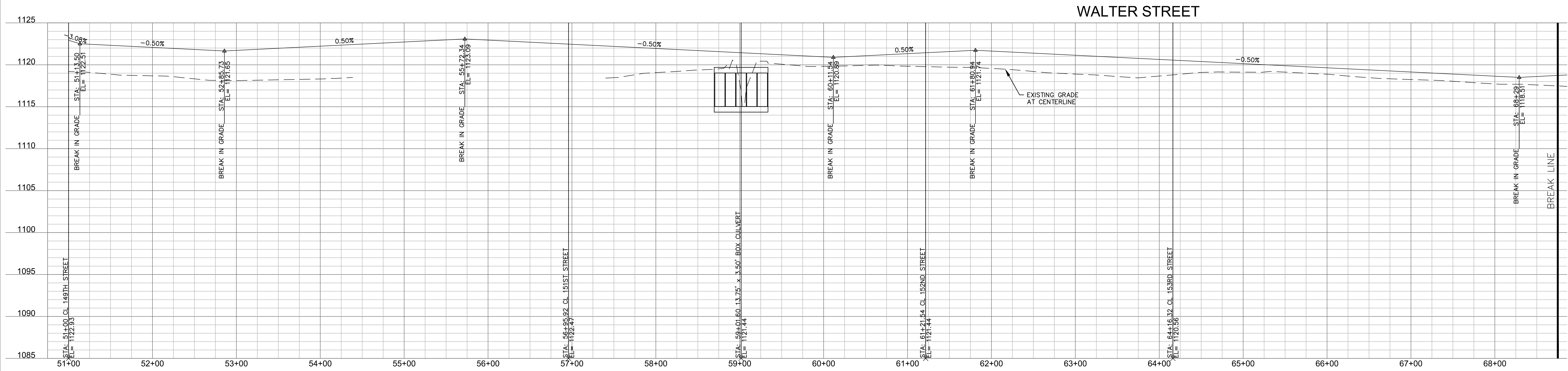
2023

PHASE PLAN
 WAVERLY RIDGE ESTATES
 PRELIM PLAT

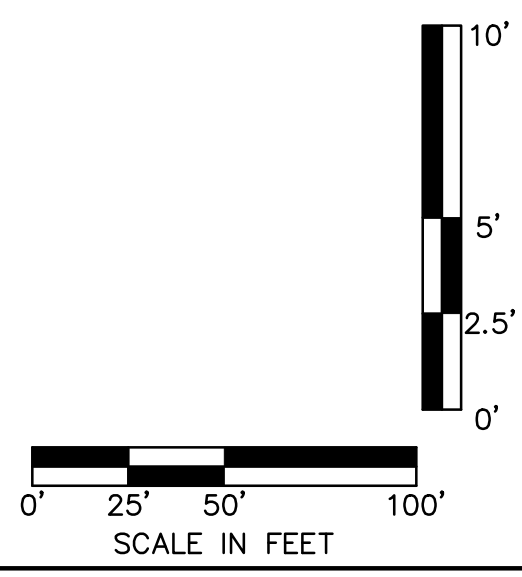
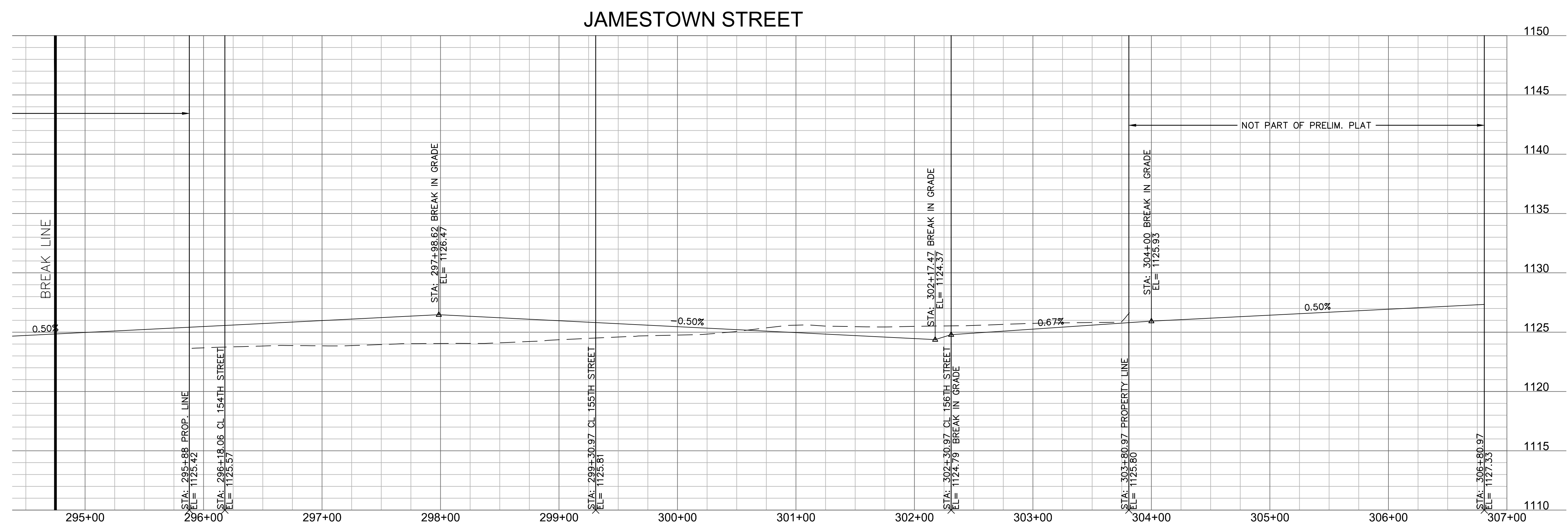
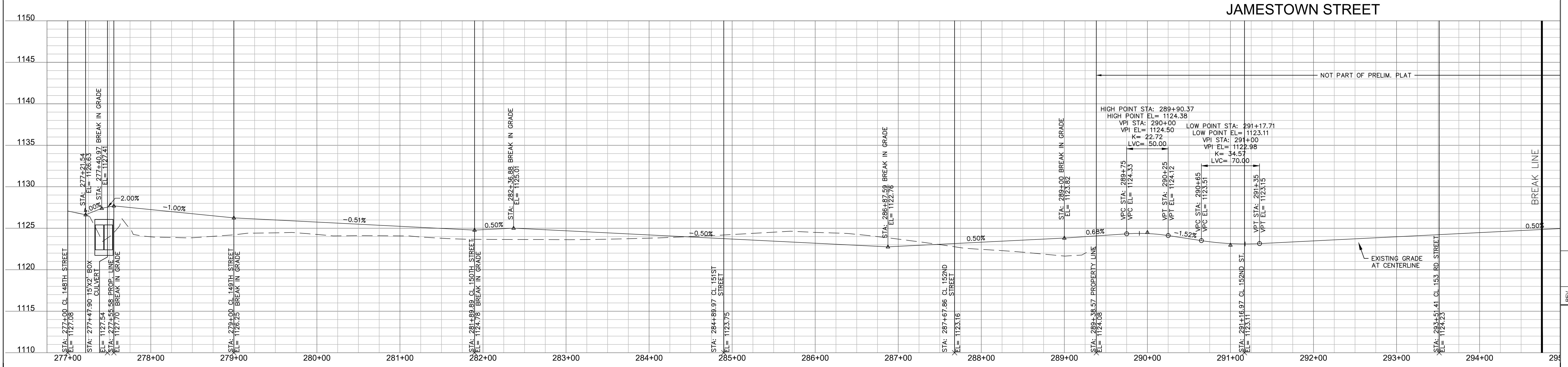
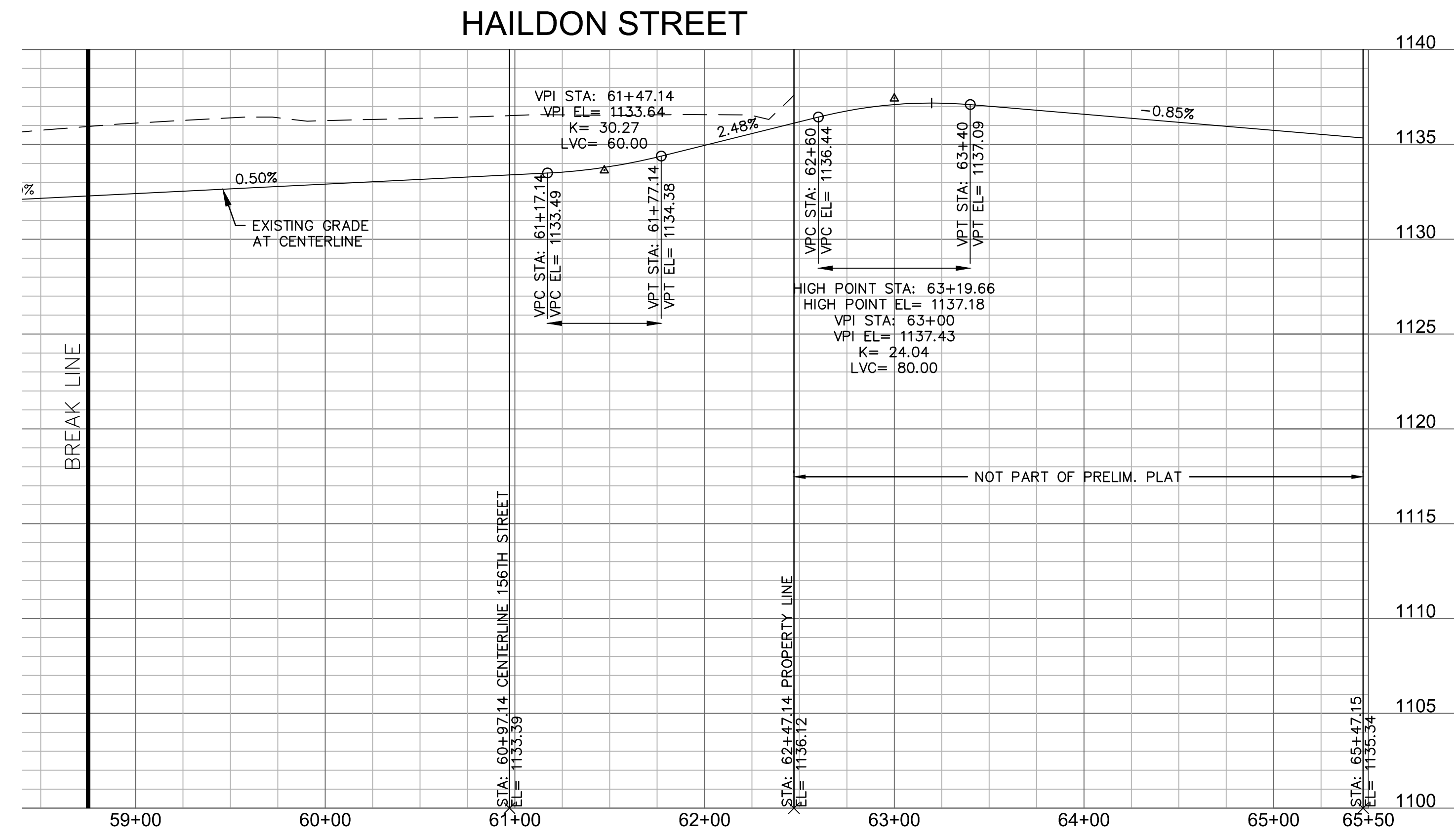
WAVERLY, NE

REVISIONS

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REV. NO.	DATE	REVISIONS DESCRIPTION



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PHASE PLAN

WAVERLY RIDGE ESTATES
PRELIM PLAT

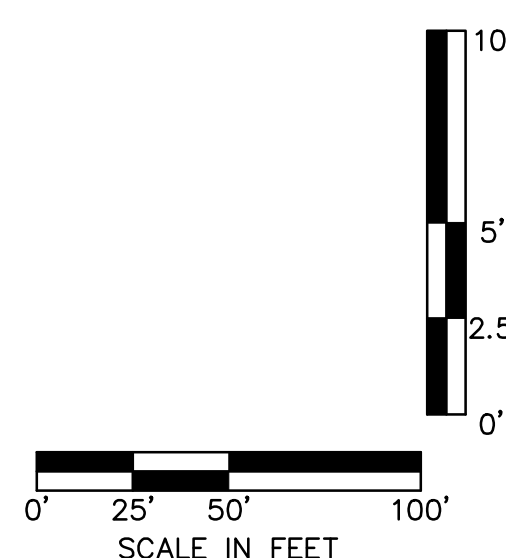
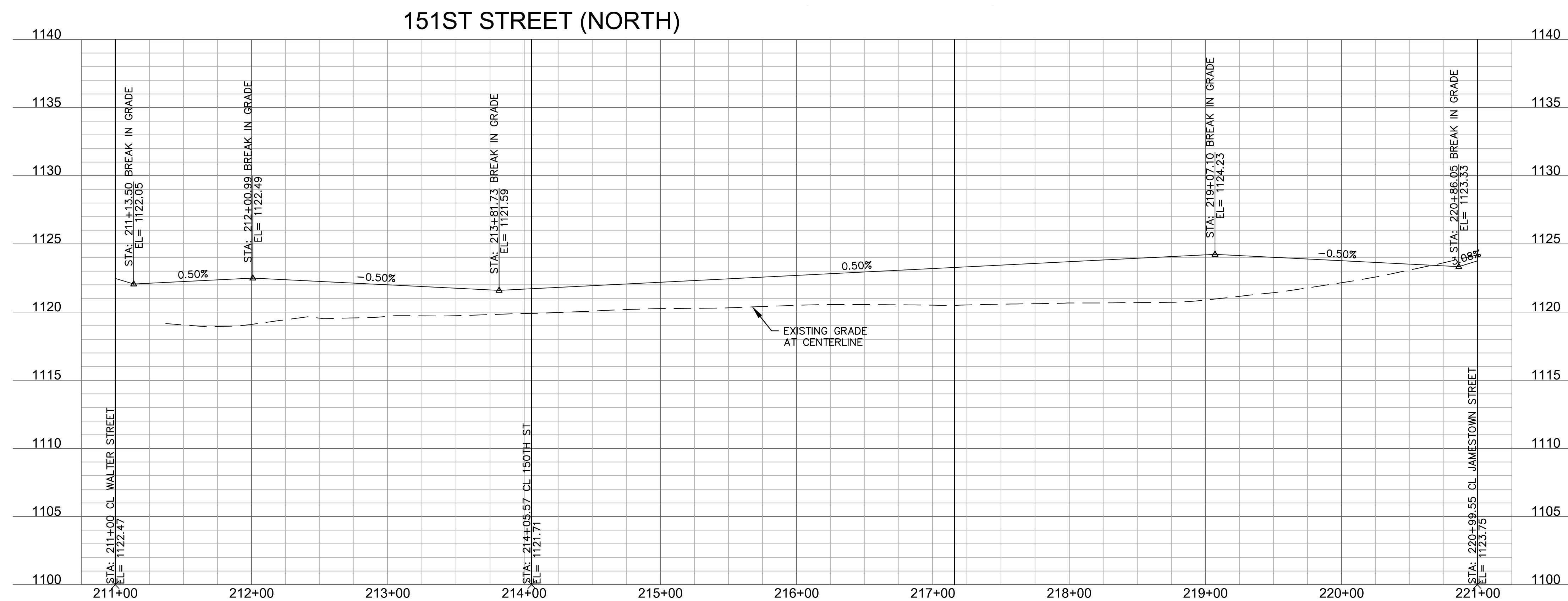
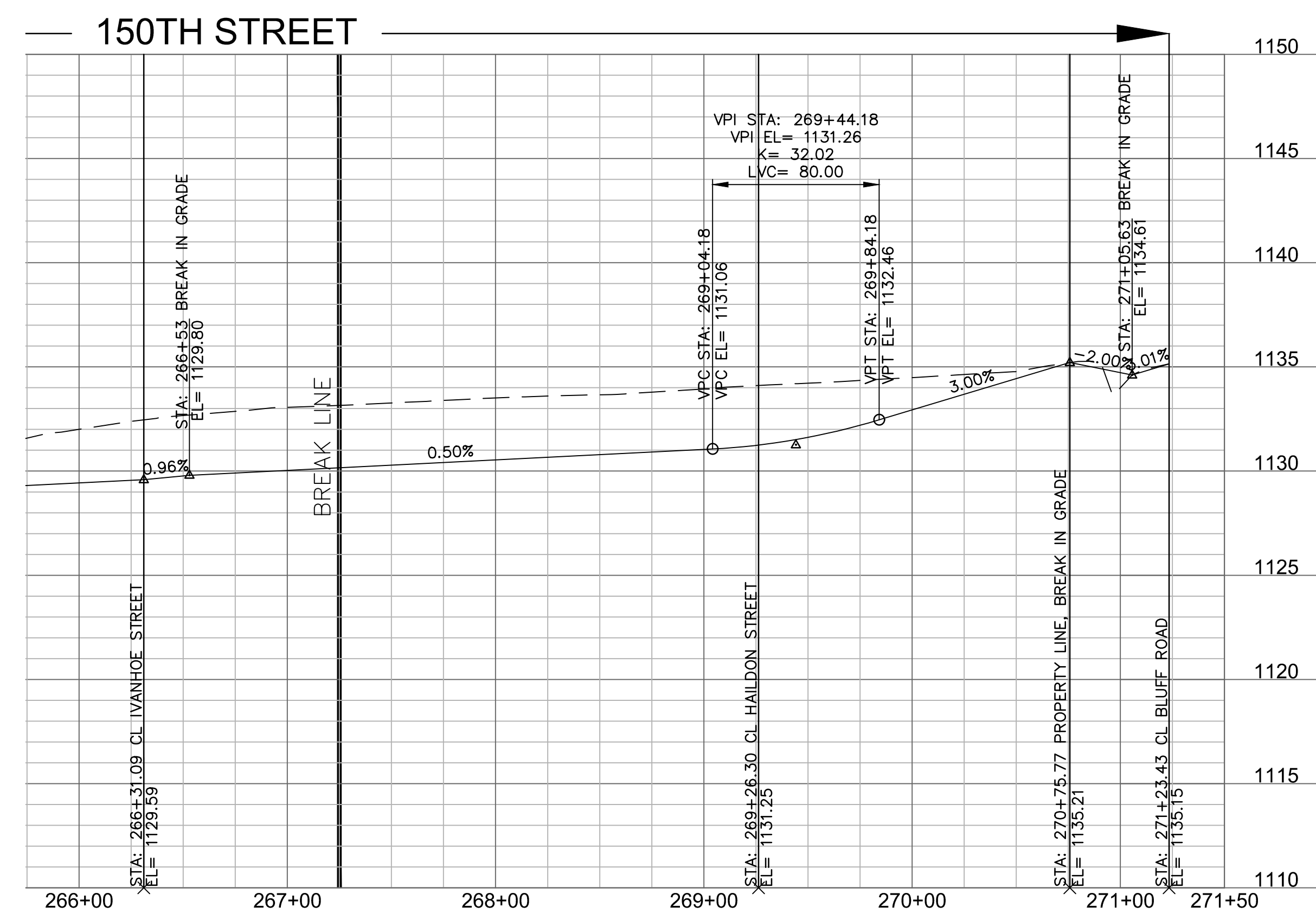
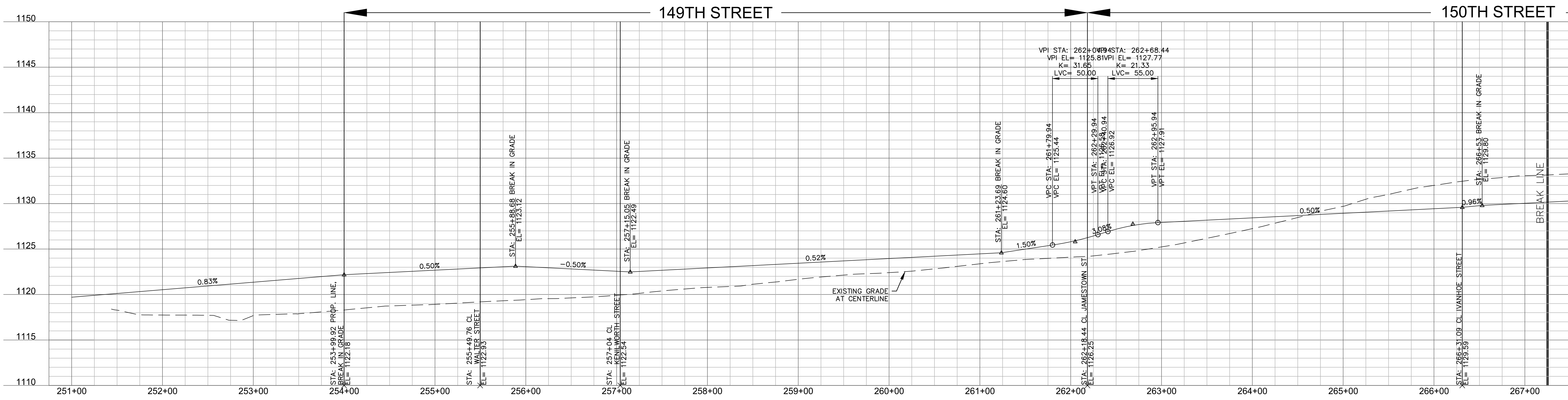
WAVERLY, NE

REV. NO.	DATE	REVISIONS DESCRIPTION

SHEET
13 of 18

2023

drawing no.: 022-01217
date: 06/07/2022

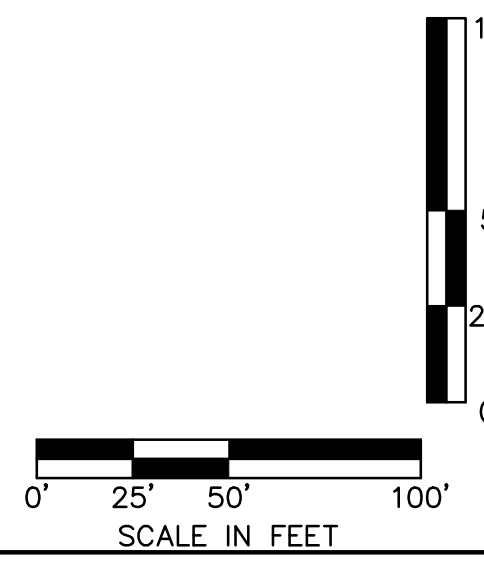
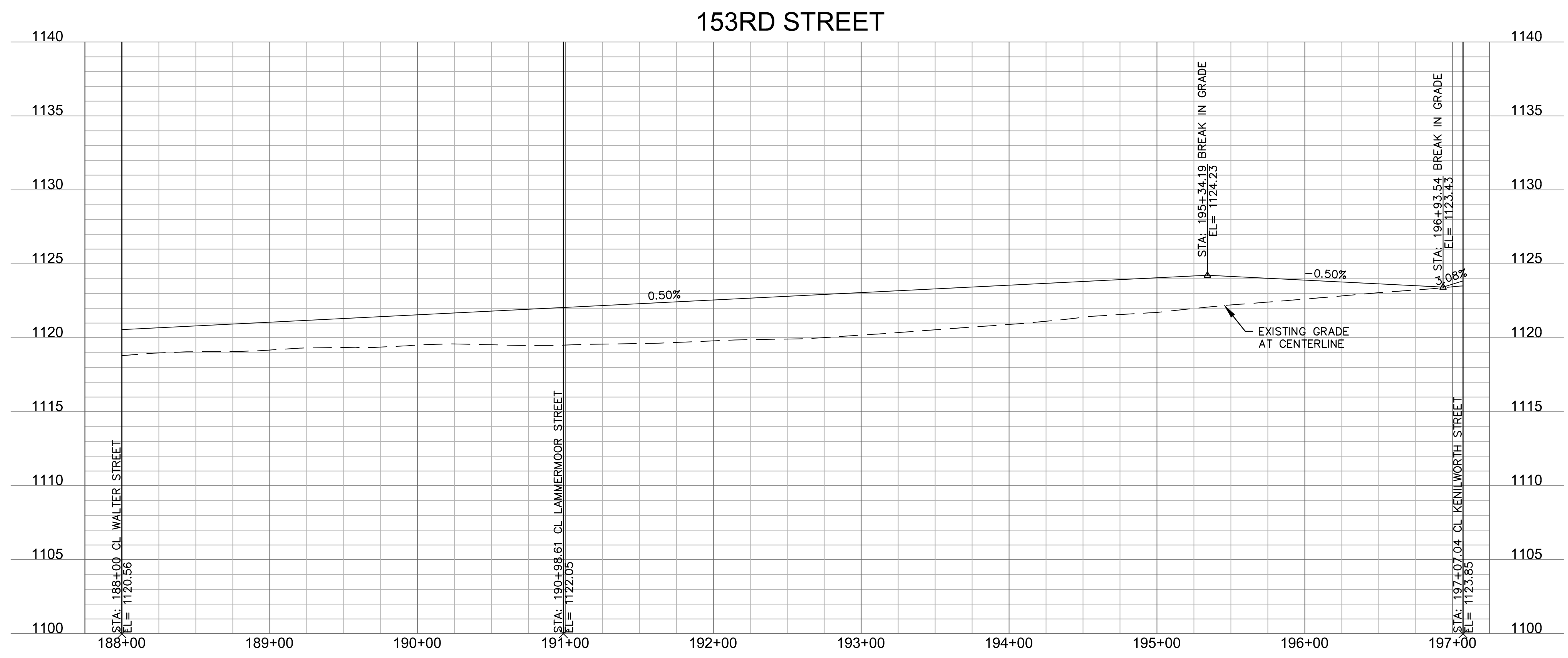
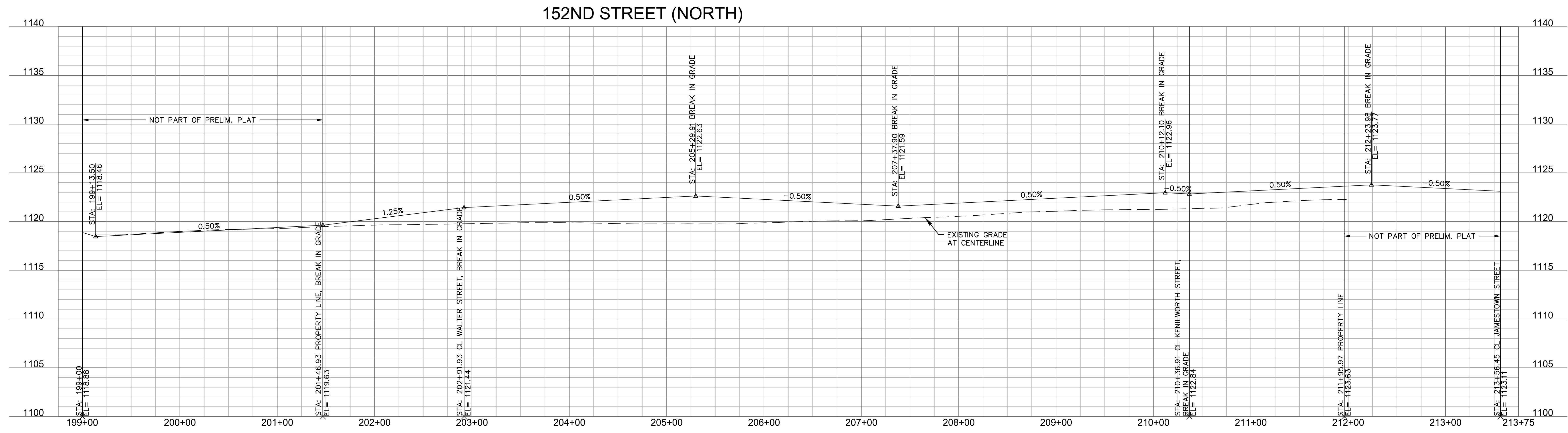
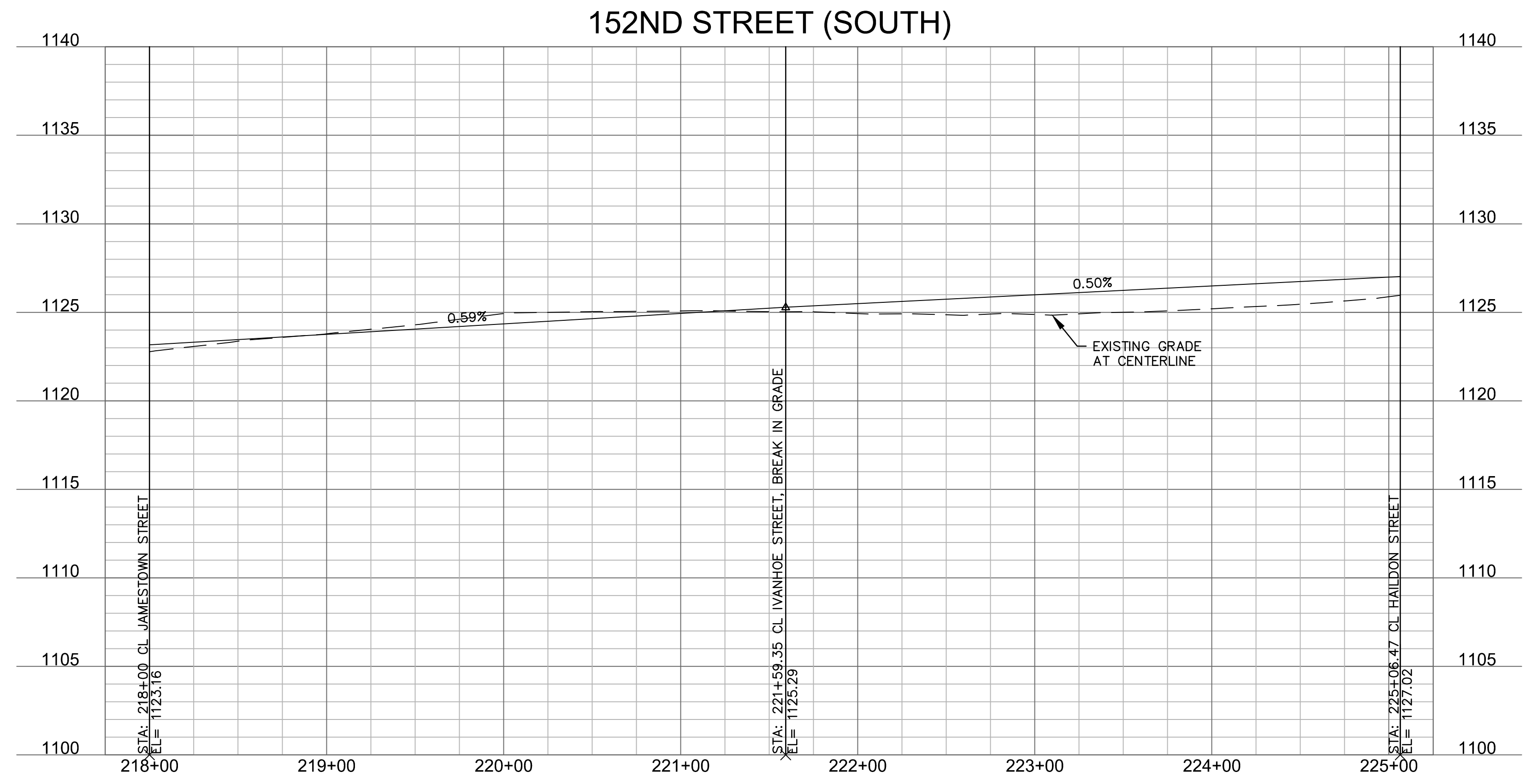


REV. NO.	DATE	REVISIONS DESCRIPTION

REV. NO.	DATE	REVISIONS DESCRIPTION

2023

drawn by: _____
 checked by: _____
 GAC by: _____
 project no.: 022-01217
 drawing no.: _____
 date: 06/07/2023



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PHASE PLAN
 WAVERLY RIDGE ESTATES
 PRELIM PLAT

WAVERLY, NE

REV. NO.	DATE	REVISIONS DESCRIPTION

drawn by: _____ ECH

checked by: _____

approved by: _____

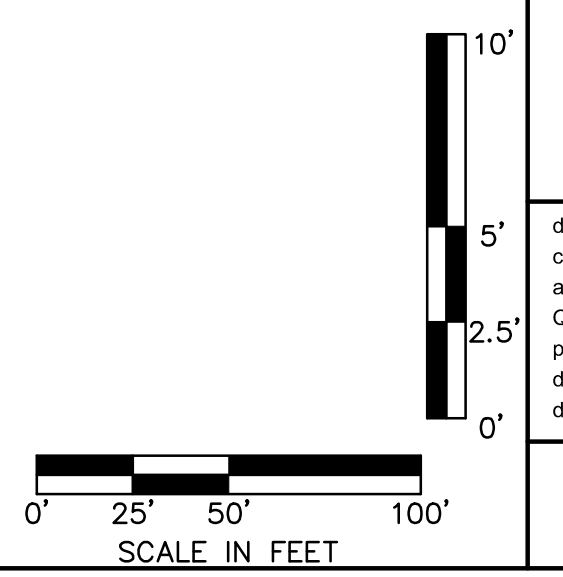
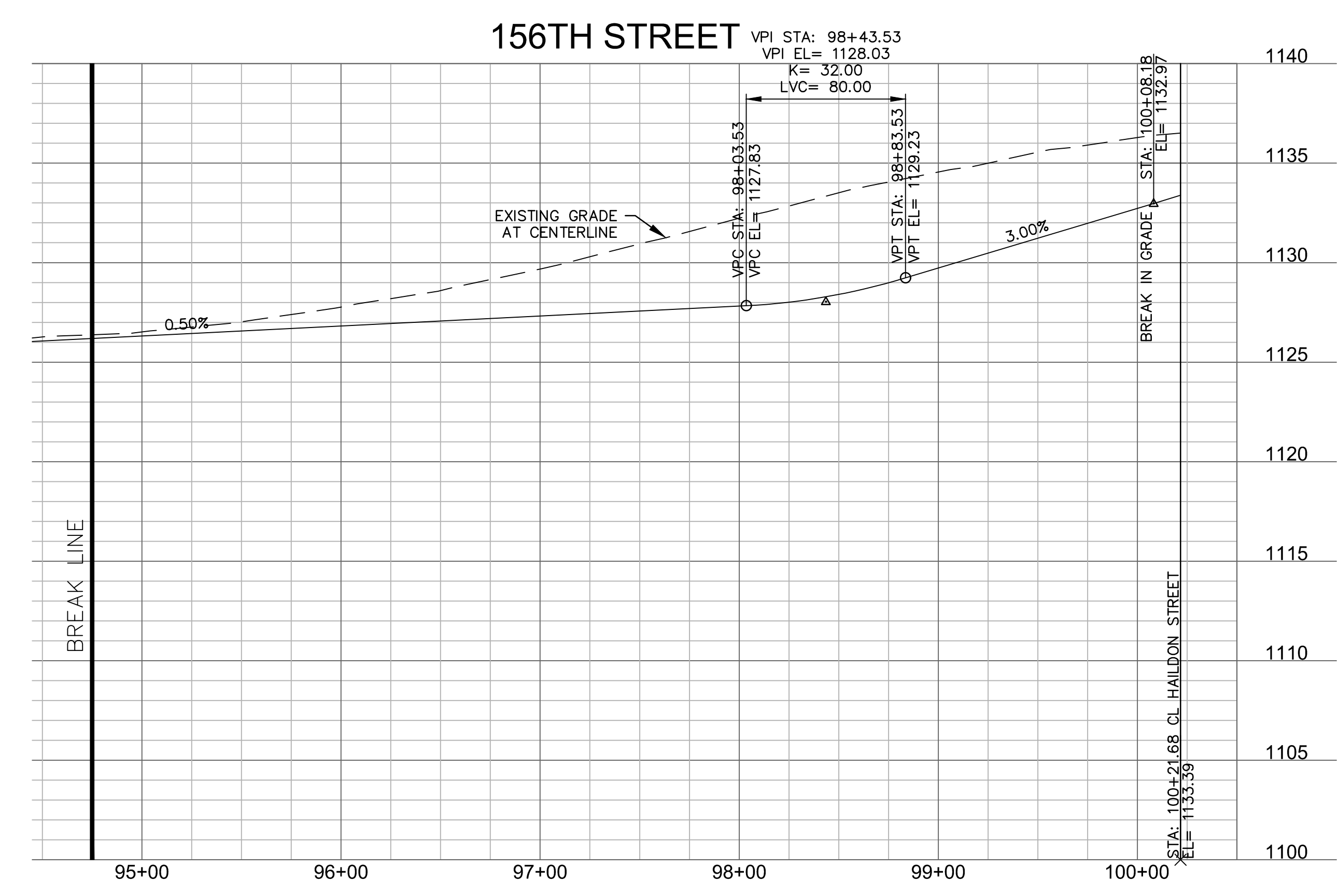
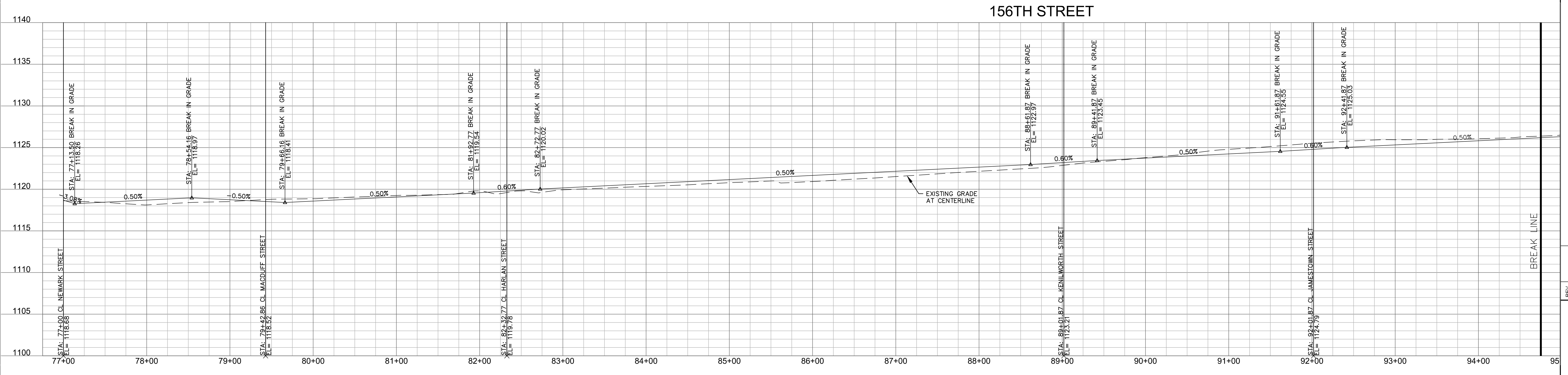
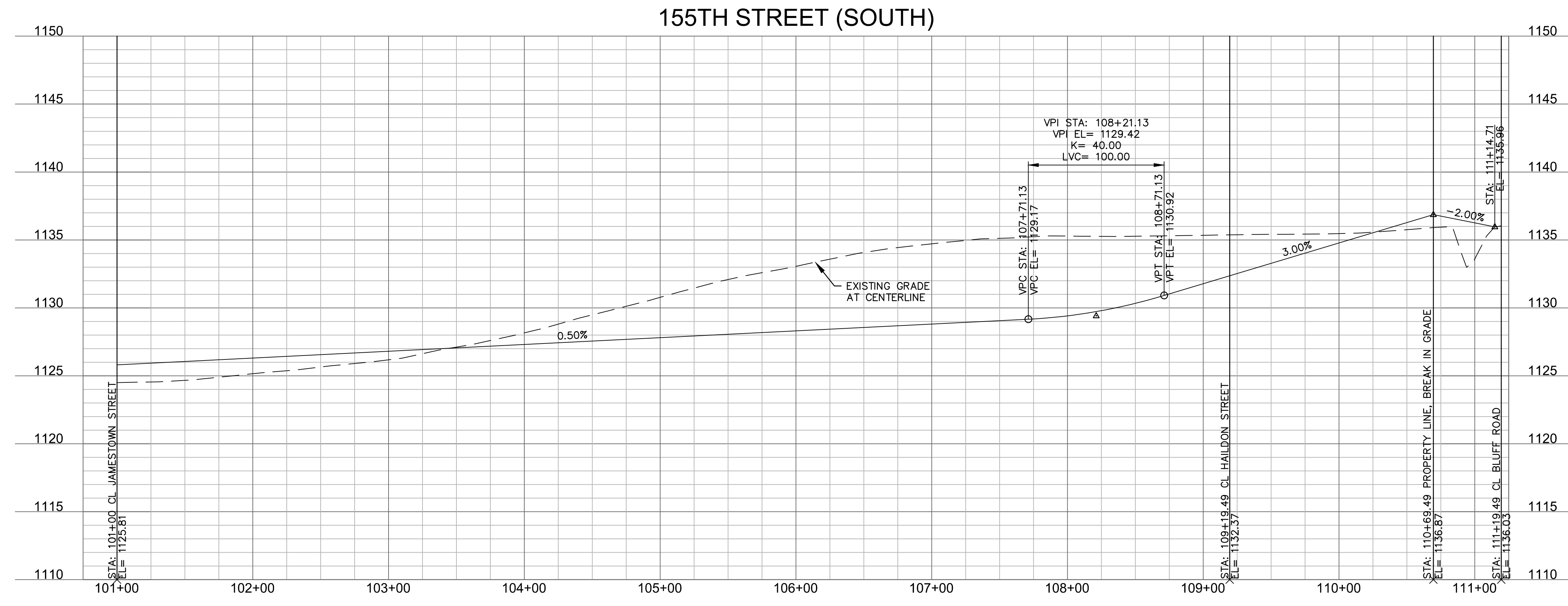
project no.: 022-01217

drawing no.: _____

date: 06/07/2023

2023

SHEET
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PHASE PLAN
 WAVERLY RIDGE ESTATES
 PRELIM PLAT

WAVERLY, NE

2023

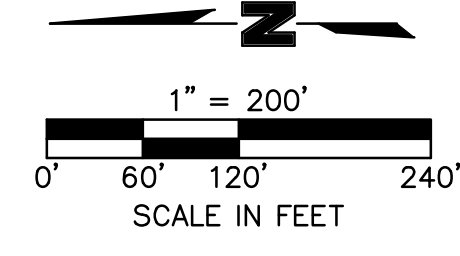
REVISIONS

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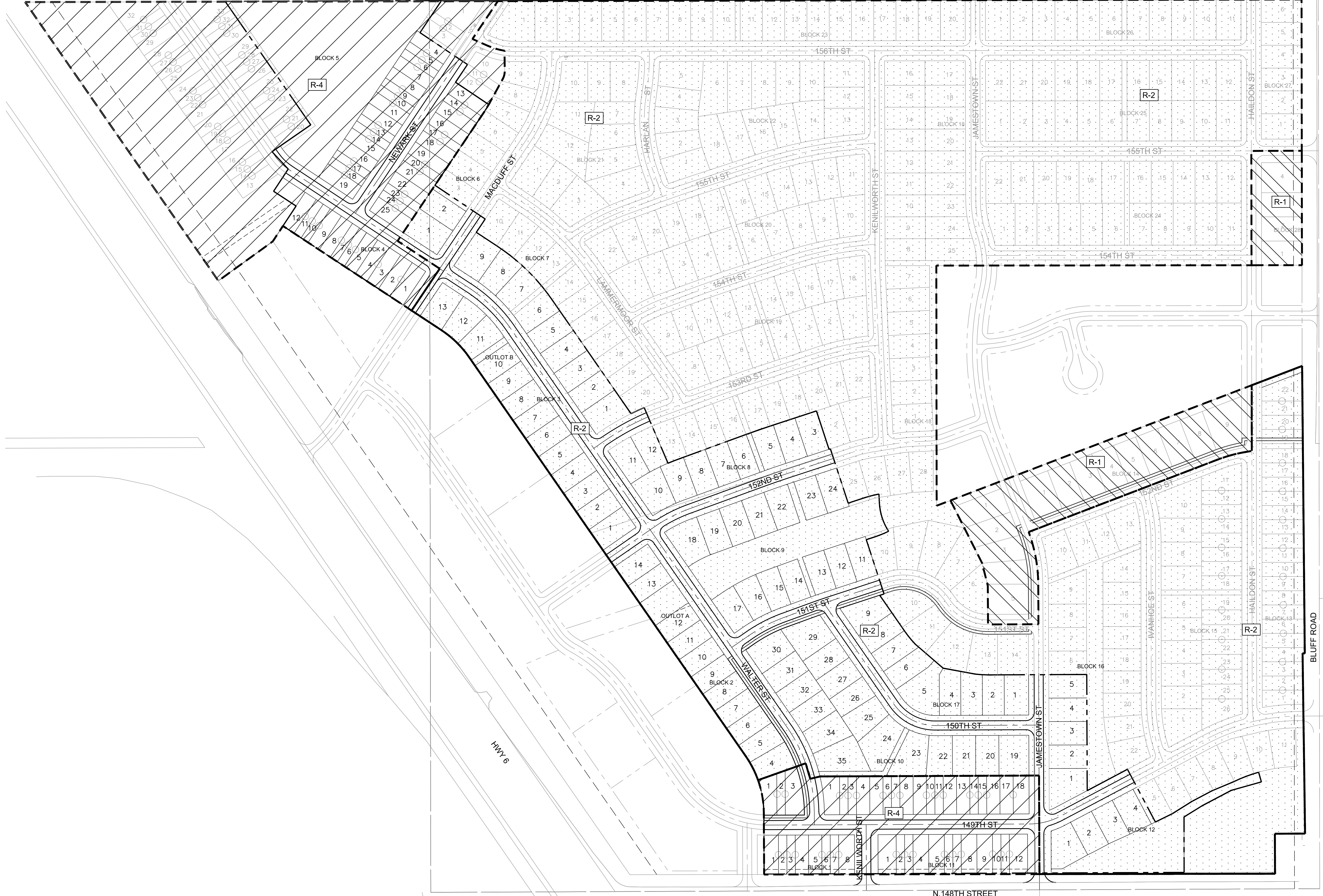
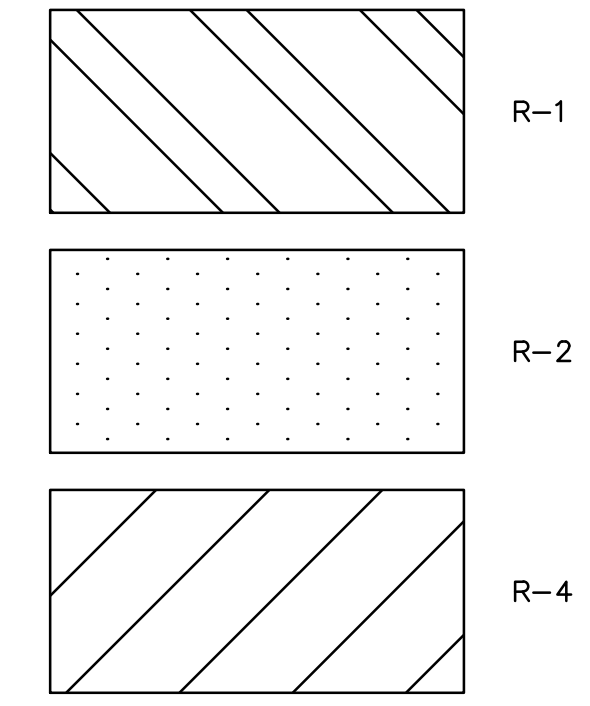
drawn by: _____
 checked by: _____
 approved by: _____
 GAC by: _____
 project no.: 022-01217
 drawing no.: _____
 date: 06/07/2023

SHEET
 17 of 18

WAVERLY RIDGE ESTATES ZONING PLAN



ZONING LEGEND



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DATE: Jun 21, 2023 2:18pm XREFS: C:\PBASE7_02201217 V_XTDP0_02201217

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REV. NO.	DATE	REVISIONS DESCRIPTION

ZONING PLAN
WAVERLY RIDGE ESTATES
PRELIMINARY PLAT

WAVERLY, NE

2023

drawn by: _____ ECH
checked by: _____
approved by: _____
date: 06/07/2023

SHEET
18 of 18

RECOMMENDATION OF THE NEBRASKA LIQUOR CONTROL COMMISSION

Date Mailed from Commission Office: _____

I, _____ Clerk of _____
(City, Village or County)

Nebraska, hereby report to the Nebraska Liquor Control Commission in accordance with Revised Statutes of Nebraska, Chapter 53, Sec. 134 (7) the recommendation of said city, village or county, as the case may be relative to the application for a license under the provisions of the Nebraska Liquor Control Act as applied for by:

_____, _____ dba _____
_____, _____ / _____ County, _____
Application for Class _____ - _____
45 days – _____

1. Notice of local hearing was published in a legal newspaper in or of general circulation in city, village or county, one time not less than 7 nor more than 14 days before time of hearing.

Check one Yes No

The Statutes require that such hearing shall be held not more than 45 days after the date of receipt of this notice from the Commission.

2. Local hearing was held not more that 45 days after receipt of notice from the Nebraska Liquor Control Commission.

Check one Yes No

3. Date of hearing of Governing Body: _____

4. Type or write the Motion as voted upon by the Governing Body. If additional Motions are made by the Governing Body, then use an additional page and follow same format.

5. Motion was made by: _____ Seconded by: _____

6. Roll Call Vote: _____

7. Check one: The motion passed: _____ The motion failed: _____

8. If the motion is for recommendation of denial of the applicant, then list the reasons of the governing body upon which the motion was made.

(Attached additional page if necessary)

DATE

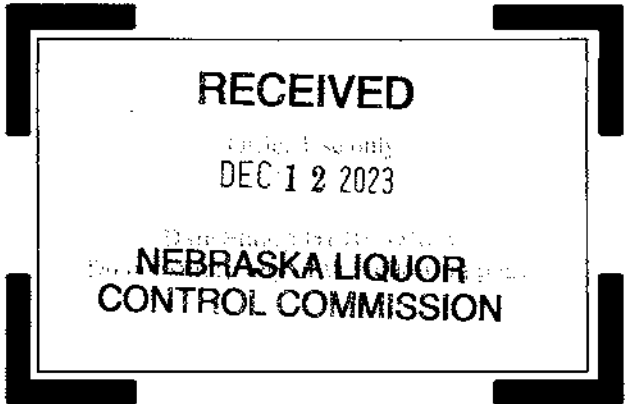
Clerk's name

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
EMAIL: lcc.frontdesk@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

License
Class: I

License Number:
126201



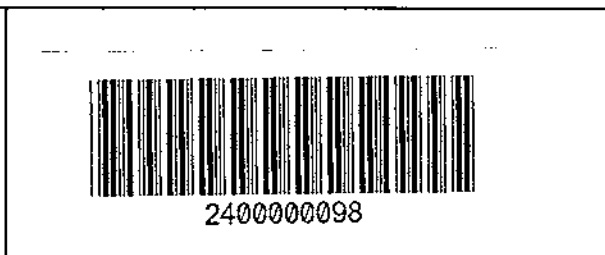
Office Use Only
NEW/REPLACING _____ TOP Yes / No
Hot List Yes / No _____ Initial: CA

PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME Martha Ayala Huerta El Portal Waverly Inc.
TRADE (DBA) NAME El Portal Mexican Restaurant
PREVIOUS TRADE (DBA) NAME _____
CONTACT NAME AND PHONE NUMBER Martha and (402) [REDACTED]
CONTACT EMAIL ADDRESS [REDACTED]@yahoo.com

Office use only
PAYMENT TYPE Check 121
AMOUNT \$400 RCPT 176524
RECEIVED: 12/12/23
DATE DEPOSITED _____



DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - ✓ Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)

Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. 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 Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". *for spouses too*
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

*Martha
Green
Card
NE License*

CLASS C LICENSE FOR WHICH YOU ARE APPLYING

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

PERSONAL INFORMATION (if applicable)

Name N/A Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) El Portal Mexican Restaurant

Street Address 13220 Callum Dr. Suite 8

City Waverly County Lancaster Zip Code 68462-2562

Premises Telephone number (402) 786-4222

Business e-mail address [redacted]@yahoo.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Luis Lopez

Street Address [redacted]

City [redacted] State NE Zip Code [redacted]

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 69' x width 28' in feet

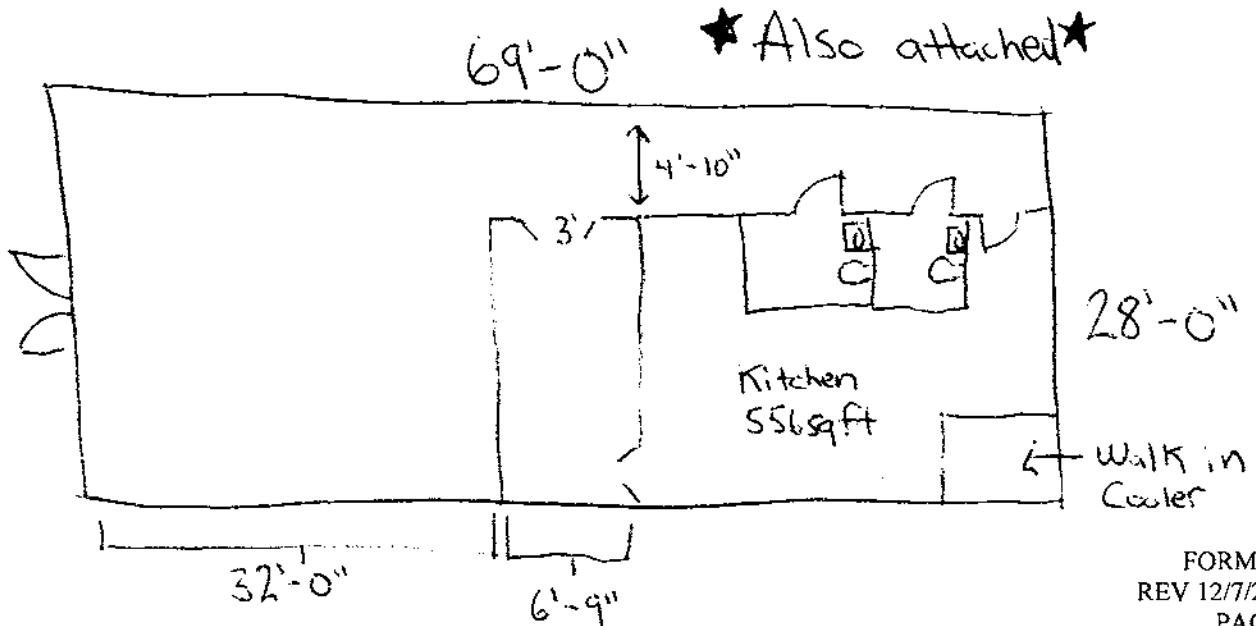
Is there a basement? Yes No X If yes, length x width in feet

Is there an outdoor area? Yes No X If yes, length x width in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

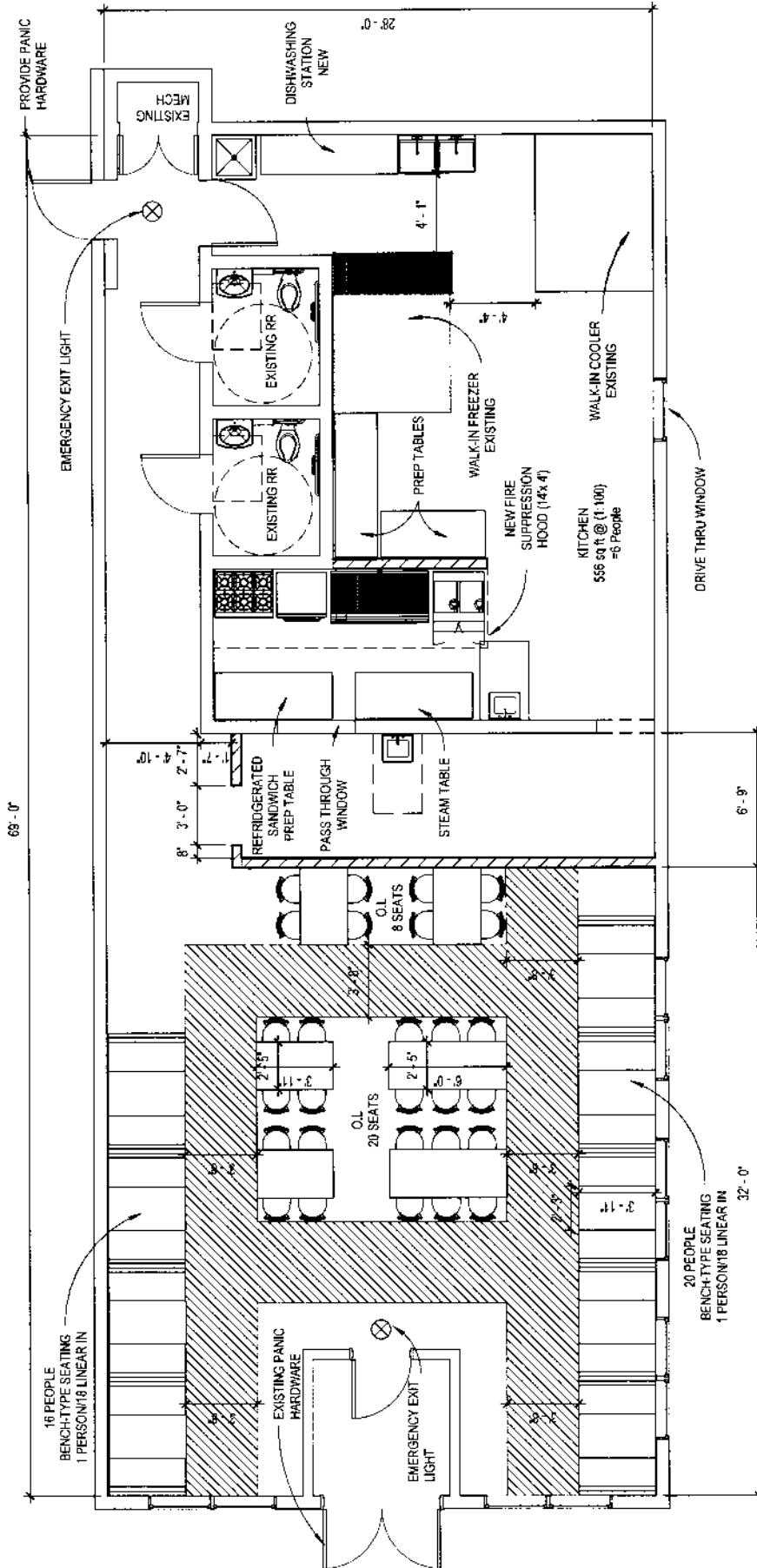
Number of floors of the building 1

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



NFPA CODE REVIEW COMMENTS

- 13.1.7 Occupant Load - 13.1.7.1 - In areas not in excess of 10,000 sq. ft. the occupant load shall not exceed one person in 5 sq. ft.
- Total number of occupants: 70 people - Table 7.3.1.2 Occupant Load Factor (as per code review plan below)
- 13.2.5.5.2 - Minimum clear aisle width of 44" where serving an occupant load exceeding 50.
- Interior finish shall be of Class A or Class B fire rating.
- Assembly occupancy is < 300 thus an approved fire alarm system is not required.
- 13.7.2.1 All devices in connection with the preparation of food shall be installed and operated to avoid hazard to the safety of occupants.
- 13.7.2.2 All devices in connection with the preparation of food shall be of an approved type and shall be installed in an approved manner.
- 13.7.2.3 Food preparation facilities shall be protected in accordance with 9.2.3 and shall not be required to have openings protected between food preparation areas and dining areas.
- 9.2.3 Commercial cooking equipment shall be in accordance with NFPA 96.
- 7.2.1.5.1 Door leaves shall be arranged to be opened readily from egress side whenever the building is occupied. 7.2.1.5.3 Locks, if provided, shall not require use of a key, a tool, or special knowledge or effort for operation from the egress side.



FLOOR PLAN
3/16" = 1'-0"

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include **traffic violations**. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Luis Lopez	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Francisco Ayala (Spouse)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Franciso Ayala	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor 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)

a) Submit a copy of the business purchase 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 _____

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

 YES X NO

If yes, list the lender(s) _____

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

 X YES NO

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

Luis Lopez 40% and no entities

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

 YES X 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 indigent persons or for veterans, their wives, and children; or within 300 feet of a college or university campus?

 YES X NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

 YES X NO

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

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

Horizon Bank, Martha Ayala, Mireya Ayala, Luis Lopez,
Criselle Ayala

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.

11 - Current - El Portal, Nebraska City - Luis Lopez - 069232, Luis Lopez -

Autumn - 097052; // PAST LICENSES - 1104 2nd AVE, KEARNEY, NE, 68847 EL MAGUEY

- FRANCISCO Ayala ANGEL // LOS ALTOS MEXICAN RESTAURANT LLC, 823 WHEELER
ST, Ste 5, AMES, IA LICENSE # LC0042495 // LOS ALTOS

MEXICAN RESTAURANT, 302 SE KENT, GREENFIELD, IA 50849 - LICENSE #

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)

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
MARTHA AYALA / OWNER-OPERATOR	5/2015-6/2018	LOS ALTOS MEXICAN RESTAURANT, AMES, IA
MARTHA AYALA / OWNER-OPERATOR	6/2019-12/2020	EL PORTON, SHENANDOAH, IA
MARTHA AYALA / WAITRESS	1/2022-Present	EL PORTON, AUGURN, NE

13. If the property 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 be in the name of applicant as owner or lessee

Lease expiration date JULY 2026
 Deed
 Purchase Agreement

14. When do you intend to open for business? JANUARY 2024

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? M-Thur- 11:00-2100, Fri.-Sun-1100-2200

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Martha, Nebraska City, NE	2018	2015	Francisco, Nebraska City, NE	2008	2015
Martha, Ames, Iowa	2015	2018	Francisco, Ames, IA	2015	2018
Martha, Shenandoah, IA	2018	2021	Francisco, Shenandoah, IA	2018	2021
Martha, Lincoln, NE	2021	Present	Francisco, Lincoln, NE	2021	Present

If necessary, attach a separate sheet

PERSONAL OATH AND CONSENT OF INVESTIGATION

SIGNATURE PAGE – PLEASE READ CAREFULLY

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 by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Martha Ayala
Signature of APPLICANT

MARTHA AYALA HUERTA
Printed Name of APPLICANT

FRANCISCO AYALA
Signature of SPOUSE

FRANCISCO AYALA ANGEL
Printed Name of SPOUSE

Luis Lopez
Signature of APPLICANT

LUIS LOPEZ RIVAS
Printed Name of APPLICANT

MARIA LOPEZ
Signature of SPOUSE

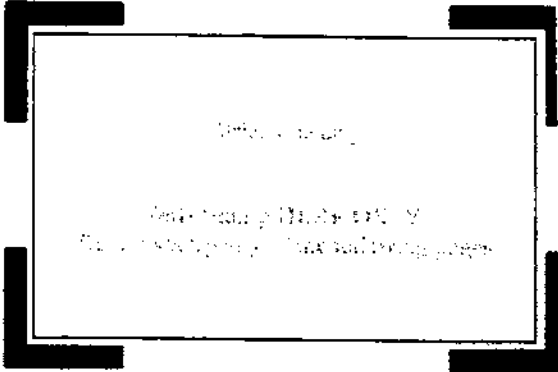
MARIA LOPEZ
Printed Name of SPOUSE

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

1. All officers, directors and stockholders and their spouses must be listed
2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

El Portal Waverly Inc.

Name of Registered Agent: Luis Lopez

Corporation Address: _____

City: _____ State: NE Zip Code: _____

Corporation Phone Number: _____ Fax Number None

Total Number of Corporation Shares Issued: 10,000

Name of President/CEO

Name and information must be listed on following page

Last Name: Huerta De Ayala First Name: Martha MI: A

Home Address: _____ City: _____

State: NE Zip Code: _____ Phone Number: _____

Martha Ayala
Signature of Present/CEO

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

Last Name: ~~Quesada~~ Lopez Rivas First Name: Luis MI:

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

Title: secretary Number of Shares 4,000 (40%)

Spouse Full Name (indicate N/A if single): Maria Lourdes Lopez

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

2

Last Name: ~~Quesada~~ Huerta De Ayala First Name: Martha MI: A

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

Title: President Number of Shares 6,000 (60%)

Spouse Full Name (indicate N/A if single): Francisco Ayala Angel

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

1

Last Name: Ayala Angel First Name: Francisco MI:

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

Title: Spouse Number of Shares 0 (0%)

Spouse Full Name (indicate N/A if single): Martha Alicia Huerta De Ayala

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

Spouse

Last Name: ~~Quesada~~ Lopez First Name: Maria MI: L

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

Title: Spouse Number of Shares 0 (0%)

Spouse Full Name (indicate N/A if single): Luis Lopez Rivas

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

Spouse

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying corporation owned 100% by another corporation/company??

YES

NO

If yes, provide 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 # _____

Nebraska Secretary of State

EL PORTAL WAVERLY INC

Wed Dec 13 08:27:51 2023

SOS Account Number

2104157752

Status

Active

Principal Office Address

Registered Agent and Office Address

LUIS LOPEZ

Nature of Business

RESTAURANT, FOOD SERVICE

Entity Type

Domestic Corp

Qualifying State: NE

Date Filed

Apr 09 2021

Next Report Due Date

Jan 01 2024

Corporation Position	Name	Address
President	MARTHA A AYALA HUERTA	
Secretary	LUIS LOPEZ	
Director	MARTHA A AYALA HUERTA	
Director	LUIS LOPEZ	

Filed Documents

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

Document	Date Filed	Price	
Articles of Incorporation	Apr 09 2021	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Jun 02 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Occupation Tax Report	Feb 22 2022	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

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

Online Certificate of Good Standing with Electronic Validation

\$6.50

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

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

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

[Continue to Order](#)

[↑ Back to Top](#)

ARTICLES OF INCORPORATION
OF
EL PORTAL WAVERLY INC

ARTICLE I.
Name

The name of the corporation is: El Portal Waverly Inc

ARTICLE II.
Term

The corporation shall commence business when these Articles of Incorporation are filed with the Secretary of State of Nebraska, and its duration shall be perpetual.

ARTICLE III.
Purposes

The purpose for which this corporation is organized is to engage in any legal business which the Board of Directors shall deem to be for the best interest of the corporation. The corporation shall have all the powers now or hereafter set forth in the Nebraska Business Corporation Act.

ARTICLE IV.
Capital Stock

The aggregate number of shares which the corporation shall have the authority to issue is 10,000, having a par value of \$1 per share, all of which shall be common stock. Shares shall be subject to such provisions restricting their transfer as the shareholders may from time to time agree upon in writing.

ARTICLE V.
Registered Office and Registered Agent

The street address of the initial registered office of the corporation is 5622 I Rd, Nebraska City, NE 68410, and the name of its initial registered agent at such address is Luis Lopez.

ARTICLE VI.
Incorporators

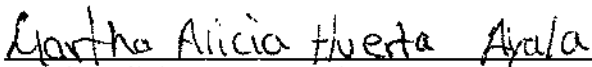
The name and address of each incorporator is:

Luis Lopez, 5622 I Rd, Nebraska City, NE 68410

Martha Alicia Huerta Ayala, 110 E Clarinda Ave, Shenandoah, IA 51601



Luis Lopez, Incorporator



Martha Alicia Huerta Ayala, Incorporator

APPLICATION FOR USE OF DECEPTIVELY SIMILAR NAME

Business Corporations Only

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
www.sos.ne.gov

Pursuant to Sections §21-230 and §21-2,208 of the Nebraska Revised Statutes, as amended, the undersigned hereby submits the following information in support of this application:

1. That the Secretary of State rejected the applicant's request to use the following corporate name on the grounds that it did not meet the standards in §21-230 and §21-2,208:

El Portal Waverly Inc

2. Check either "a" or "b", whichever is applicable:

- a. Find attached certified copy of the final judgement of a court of competent jurisdiction establishing the applicant's right to use the name applied for in this State.
- b. Find below written consent by the other corporation or business entity to use the name applied for in this State.

CONSENT FOR USE OF DECEPTIVELY SIMILAR NAME

Consenting Entity: El Portal Restaurants, Inc.

Account Number of Entity Giving Consent: 10071923

Gives Consent To: Luis Lopez

To Use the Name: El Portal Waverly Inc

By signing this statement, the undersigned hereby certifies that he or she has the requisite authority to execute this consent.

Luis Lopez
Signature of Consenting Entity's Representative

Luis Lopez
Printed Name of Consenting Entity's Representative

Luis Lopez
Signature of Applicant

Luis Lopez
Printed Name of Applicant

4-1-21
Date

Email Address (Optional)

APPLICATION FOR USE OF DECEPTIVELY SIMILAR NAME

Business Corporations Only

Robert B. Evnen, Secretary of State
P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
www.sos.ne.gov

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El Portal Waverly Inc

2. Check either "a" or "b", whichever is applicable:

- a. Find attached certified copy of the final judgement of a court of competent jurisdiction establishing the applicant's right to use the name applied for in this State.
- b. Find below written consent by the other corporation or business entity to use the name applied for in this State.

CONSENT FOR USE OF DECEPTIVELY SIMILAR NAME

Consenting Entity: El Portal Auburn, Inc.

Account Number of Entity Giving Consent: 10154031

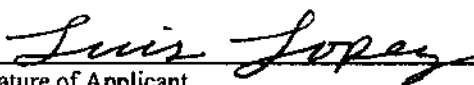
Gives Consent To: Luis Lopez

To Use the Name: El Portal Waverly Inc

By signing this statement, the undersigned hereby certifies that he or she has the requisite authority to execute this consent.


Signature of Consenting Entity's Representative

Rosa Giffes
Printed Name of Consenting Entity's Representative


Signature of Applicant

Luis Lopez
Printed Name of Applicant

4-1-21
Date

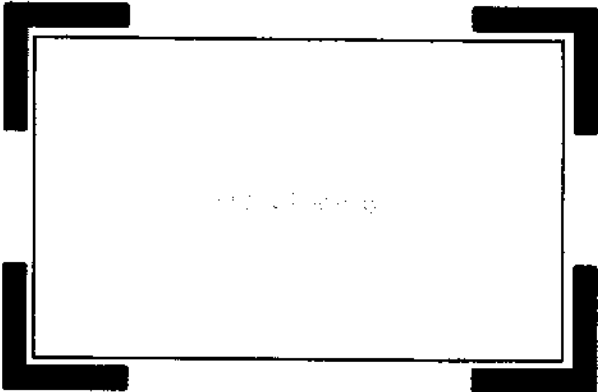
Email Address (Optional)

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: El Portal Waverly, INC

PREMISES INFORMATION

Premises Trade Name/DBA: El Portal Mexican Restaurant

Premises Street Address: 13220 Callum Drive, Suite 8

City: Waverly County: Lancaster Zip Code: 68462

Premises Phone Number: 402-786-4222

Premises Email address: [REDACTED]@yahoo.com

Leuis Lopez

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



BARCODE

MANAGER INFORMATION

Last Name: Ayala Huerta First Name: Hector MI: _____

Home Address: 1119 10th Ave

City: Nebraska City County: Otoe Zip Code: 68410 -1203

Home Phone Number: [REDACTED]

Driver's License Number: [REDACTED]

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: [REDACTED]

Email address: [REDACTED]@yahoo.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: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Nebraska City, NE	2009	2023			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2023	El Portal Mexican Rest	Rosa Giffie	[REDACTED]

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
Hector Ayala Huerta	2016/2017	Adair Ct IA	[REDACTED]	[REDACTED]

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Hector Ayala Huerta	unknown	Nebraska Server Seller Course
		cannot remember date. card expired.

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

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Hector Ayala / Ast. Manager	2012/2023	El Portal Mexican Restaurant

5. Have you enclosed Form 147 regarding fingerprints?

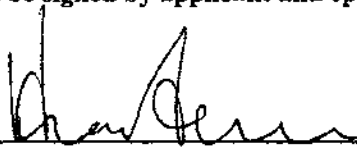
YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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.

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 by applicant and spouse.



Signature of **APPLICANT**

Hector Ayala Huerta

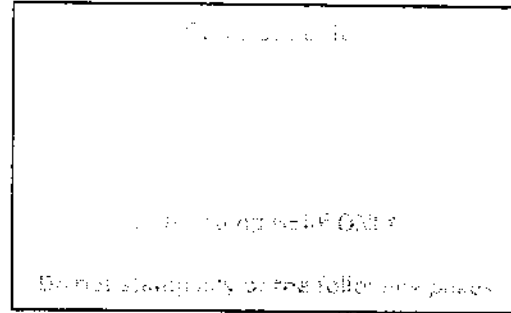
Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25** per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name EI Portal Mexican Restaurant - Waverly

Name of Person Being Fingerprinted: Hector Ayala Huerta

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 12/27/2023

Location where fingerprints were taken: NSP, 4800 Innovation Drive, Lincoln, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission -- fingerprints completed for a previous application less than 2 years ago? YES


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED



[Back to Lookup](#) / [Registrant Detail](#)

Hector Ayala Huerta

Political Party
Republican

Precinct
NC1

Election Details

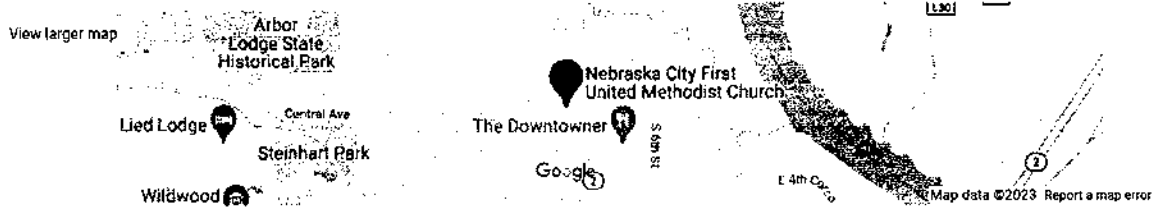
11/08/2022 2022 General Election

We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

Gage Hall, Methodist Church

📍 1023 1st Ave Nebraska City, NE 68410



Sample Ballots

[NC1 01.pdf](#)

Ballot Styles

NC1 01

Districts

Hide ▾

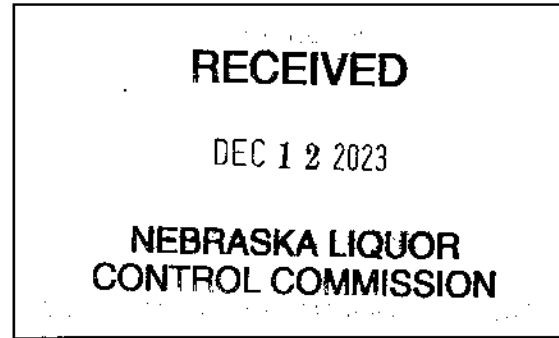
Airport Authority
Nebr City Airport Authority

Board of Regents
Board of Regents District 5

City Council (Ward)

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the **NSP PayPort** online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name El Portal Mexican Restaurant - Waverly

Name of Person Being Fingerprinted: Martha Ayala Huerta

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 10/19/2023

Location where fingerprints were taken: NSPCID 4600 Innovation Dr

How was payment made to NSP?
 NSP PAYPORT CASH CHECK SENT TO NSP CK #

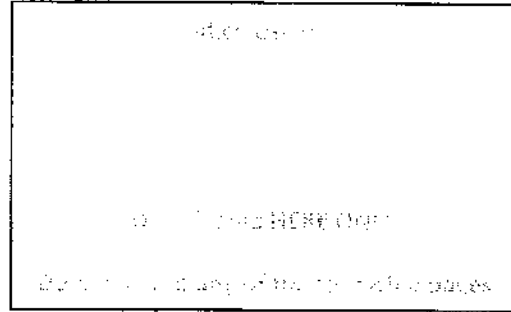
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Martha Ayala
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

A handwritten signature in black ink, appearing to read "Martha Ayala". The signature is written in a cursive style and is positioned above a horizontal line.

**PRIVACY ACT STATEMENT/
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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name El Portal Mexican Restaurant - Waverly

Name of Person Being Fingerprinted: Francisco Ayala Angel

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 12/22/2023

Location where fingerprints were taken: NSP, 4600 Innovation Drive, Lincoln, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

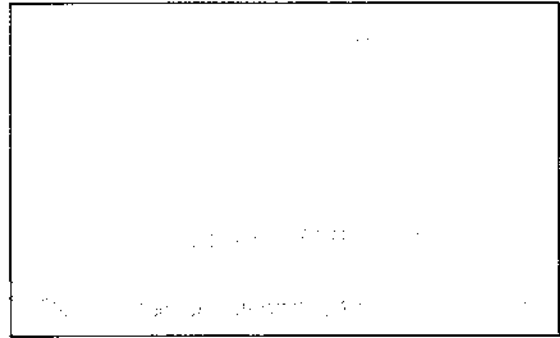
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

FRANCISCO AYALA

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
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****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name El Portal Mexican Restaurant - Waverly

Name of Person Being Fingerprinted: Luis Lopez Rivas

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 10/19/2023

Location where fingerprints were taken: NSPCID 4600 Innovation Dr

How was payment made to NSP?

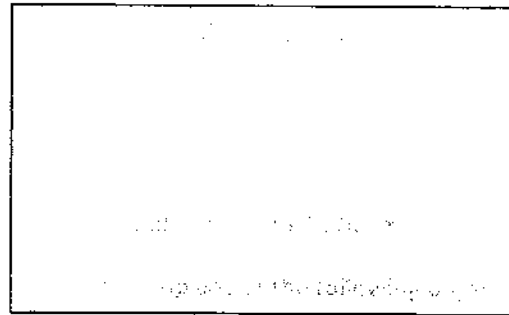
NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Luis Lopez
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
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******Please Submit this form with your completed application to the Liquor Control Commission******

Trade Name El Portal Mexican Restaurant - Waverly

Name of Person Being Fingerprinted: Maria Lourdes Lopez

Date of Birth: Last 4 SSN:

Date fingerprints were taken: 12/19/2023

Location where fingerprints were taken: NSP, 4600 Innovation Drive, Lincoln, NE

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK #

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Maria Lopez

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 13th day of April, 2021 (the "Effective Date"), by and between Landlord and Tenant (as defined below).

ARTICLE I DEFINITIONS AND EXHIBITS

1.1 **Basic Lease Information.** For purposes of this Lease, except as otherwise defined or unless the context requires otherwise, the following terms shall have the meaning ascribed to them in this Section 1.1.

- a. **Landlord:** Amberly Crossing, LLC, a Nebraska limited liability company.
- b. **Landlord's Address for Notices and Rent Payments:** Amberly Crossing, LLC, c/o WRK Real Estate, LLC, 440 N. 8th Street, Suite 140, Lincoln, NE 68508.
- c. **Tenant:** El Portal Waverly Inc., a Nebraska corporation
- d. **Tenant's Address for Notices:** 5622 I Road, Nebraska City, Nebraska 68140.
- e. **Property:** That certain real property legally described generally as: Amberly Crossing Addition, Block 1, Lot 2, Waverly, Lancaster County, NE together with all rights and appurtenances relating thereto and all improvements constructed or situated thereon.
- f. **Building:** That certain building situated on the Property, commonly known as: Amberly Crossing located at 13220 Callum Drive, Waverly, Nebraska.
- g. **Premises:** That certain portion of the Building designated as Suite 8 as identified on the floor plan attached hereto as Exhibit A.
- h. **Delivery Date:** July 1, 2021.
- i. **Base Term:** 5 years, commencing on the Commencement Date.
- j. **Commencement Date:** The earlier of the date Tenant opens for business or September 14, 2021.
- k. **Minimum Annual Rent:** As set forth in Section 3.1.
- l. **Guarantor:** Luis Lopez, Maria Lopez, Martha Alicia Ayala and Francisco Ayala-Angel, jointly and severally.
- m. **Security Deposit:** \$2,275.00.
- n. **Permitted Use:** The Premises shall be used by Tenant only for the operation of a Mexican restaurant. Tenant shall be in default under this Lease if Tenant fails to use and occupy the Premises for the Permitted Use for any period of 30 or more consecutive days at any time during the term of the Lease.
- o. **Renewal Term:** Provided that Tenant is not then in default under this Lease beyond any applicable notice and cure periods, Tenant may extend the term of the Lease for an additional period of five years at the expiration of the Base Term by providing written notice thereof to Landlord no later than 180 days prior to the expiration of the Base Term (the "Renewal Term"). In the event Tenant fails to provide written notice of its election to extend the term of the Lease in strict accordance with the foregoing terms, Tenant shall be conclusively deemed to have waived any right it may have hereunder to extend the term of the Lease.
- p. **Rent:** As used herein "rent" or "Rent" means all amounts payable to Landlord by Tenant under this Lease including Minimum Annual Rent and any other sums payable to Landlord hereunder.

- q. **Landlord's Work:** The Improvements specified on Exhibit B (if any) to be completed on or in the Premises or Property by Landlord.
- r. **Tenant's Work:** Any Improvements to be completed on or in the Premises by Tenant, at Tenant's sole cost and expense, in accordance with the terms set forth in Exhibit C.
- s. **Improvements:** Collectively refers to Landlord's Work and Tenant's Work.
- t. **Plans and Specifications:** Shall have the meaning ascribed in Exhibit C.
- u. **Covenants:** The Declaration of Covenants, Conditions, Restrictions and Easements for Amberly Commercial Center recorded in Lancaster County Register of Deeds on March 17, 2008 as Instrument #2008011766.

1.2 **Certain Other Definitions.** Except as otherwise expressly stated in this Lease, (i) references to this "Lease" shall include this document, all exhibits attached hereto, and any properly executed amendment thereof or supplement thereto, (ii) the term "Lease Year" shall mean the 12 month period (or applicable portion thereof in the case where the term of the Lease will expire less than twelve months after the applicable anniversary date of the Commencement Date) commencing (A) on the Commencement Date, and (B) on each anniversary of the Commencement Date occurring during the Lease Term, and (iii) the term "Fiscal Year" shall mean a period of twelve (12) consecutive full calendar months, beginning January 1 and ending December 31.

1.3 **Tenant's Share.** As used herein, the term "Tenant's Share" shall mean, at any time during the term of the Lease, that percentage determined by dividing the rentable square footage of the Premises by the total number of rentable square feet in the Building, as agreed upon by Landlord and Tenant and as specified on Exhibit D attached hereto.

1.4 **Exhibits and Addenda.** The following Exhibits are attached to, incorporated in, and form a part of this Lease:

- Exhibit A - Floor Plan of Premises
- Exhibit B - Description of Landlord's Work
- Exhibit C - Description of Tenant's Work
- Exhibit D - Square Footage of Premises and Building
- Exhibit E - Sign Criteria
- Exhibit F - Rules and Regulations

**ARTICLE II
PREMISES**

2.1 **Premises.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises on the terms set forth in this Lease.

2.2 **Term.** The "Term" of this Lease shall include the Base Term, the Renewal Term (if applicable) and any additional period this Lease may be in effect. The Base Term of the Lease shall commence on the Commencement Date and shall expire five years thereafter, unless this Lease is sooner terminated in any manner provided hereunder. Except as otherwise expressly provided in this Lease, all of Tenant's obligations under this Lease, shall commence on the Delivery Date, including, without limitation, Tenant's obligation for payment of utilities and Tenant's Share of Operating Costs (as defined in Section

7.3). Tenant's obligation for payment of Minimum Annual Rent shall commence on the Commencement Date.

- 2.3 **Surrender.** Upon the expiration or termination of this Lease, Tenant hereby agrees (without any further notice than the terms of this Lease) to (a) surrender to Landlord possession of the Premises, and any additional fixtures, equipment and systems installed in, on, or about the Premises in good condition (reasonable wear and tear excepted); (b) remove any trade fixtures and finish improvements that constitute Tenant's personal property; (c) repair any damage to the Premises or Building caused by Tenant's removal; and (d) deliver to Landlord all keys, access codes and other passes to the Premises and/or Building.

ARTICLE III
RENT AND SECURITY DEPOSIT

- 3.1 **Minimum Rent.** Tenant shall pay during the Term, as minimum annual rental ("Minimum Annual Rent"), the amounts set forth below:

<u>Lease Year</u>	<u>Per Square Foot Rent Rate</u>	<u>Minimum Annual Rent</u>	<u>Minimum Monthly Rent</u>
Lease Year 1	\$13.00	\$27,300.00	\$2,275.00
Lease Year 2	\$13.33	\$27,982.50	\$2,331.88
Lease Year 3	\$13.66	\$28,682.06	\$2,390.17
Lease Year 4	\$14.00	\$29,399.11	\$2,449.93
Lease Year 5	\$14.35	\$30,134.09	\$2,511.17
Lease Year 6 (if applicable)	\$14.71	\$30,887.44	\$2,573.95
Lease Year 7 (if applicable)	\$15.08	\$31,659.63	\$2,638.30
Lease Year 8 (if applicable)	\$15.45	\$32,451.12	\$2,704.26
Lease Year 9 (if applicable)	\$15.84	\$33,262.40	\$2,771.87
Lease Year 10 (if applicable)	\$16.24	\$34,093.96	\$2,841.16

- 3.1 **Manner and Place of Payments.** All payments of rent and any other sums payable to Landlord by Tenant under this Lease shall be paid electronically through AppFolio (Landlord's online property management system) without demand, deduction, or set-off, or in such other method or at such other place as Landlord may from time to time designate in writing.
- 3.2 **Delinquent Payments and Late Charge.** If any installment of rent payable by Tenant hereunder is not paid within five (5) days after the same becomes due under the terms of this Lease, then such unpaid rent shall bear interest at the rate of 12% per annum from the date due until paid in full. In addition to such interest, if Tenant shall fail to pay any monthly installment of Minimum Annual Rent by the fifth day of the month in which the installment is due, a late charge of \$150.00 shall be assessed against and shall be paid by Tenant on demand by Landlord.
- 3.3 **Security Deposit.** Prior to or on the Execution Date, Tenant shall deposit with Landlord the Security Deposit. Such Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms of this Lease to be observed and performed by Tenant. If Tenant defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any part of the Security Deposit for the payment of any rent, or any other sums in default, or for the payment of any other amount which Landlord may incur or become obligated to incur by reason of Tenant's default, or to

compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used, Tenant will, within five days after receiving written demand from Landlord, deposit cash with Landlord in amount sufficient to restore the Security Deposit to its original amount. Landlord will not be required to keep the Security Deposit separate from its general funds, and Tenant will not be entitled to interest on the Security Deposit. The Security Deposit will not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of any portion of Rent due for any portion of the term of this Lease. If Tenant fully, faithfully and timely performs all its obligations arising under this Lease, the Security Deposit or any balance thereof will be returned to Tenant within 60 days after the expiration of the Lease term. In the event Landlord sells the Property, Landlord may deliver the Security Deposit to the purchaser and, upon such delivery, Landlord will have no further liability to Tenant with respect to the Security Deposit.

ARTICLE IV USE AND OPERATION OF PREMISES

- 4.1 **Permitted Use.** Tenant may use the Premises only for the Permitted Use specified in Subsection 1.1(m) hereof and for no other purpose. Tenant covenants and agrees its use of the Premises shall at all times comply with all applicable governmental laws, ordinances and regulations, and Tenant covenants and agrees, at its sole cost and expense, to obtain and maintain during the term of the Lease all licenses, permits and other governmental approvals required for the lawful operation of Tenant's Permitted Use. In addition, Tenant agrees to use reasonable best efforts to conduct its business on the Premises in a manner which will not unreasonably interfere with the quiet enjoyment of the Property by any other tenant of the Building.
- 4.2 **Signs and Trade Fixtures.** In addition to the existing signage on or about the Premises, Tenant may, at its sole expense, install Landlord-approved signs relating solely to Tenant's business conducted in the Premises, so long as Landlord approves the signs and the locations prior to Tenant purchasing any new signs. All such signs must comply at all times with all applicable laws, ordinances, and governmental regulations and shall cause no damage to the Building or Premises. All signs placed on the Building by Tenant shall comply with the sign criteria attached hereto as Exhibit E. On demand of Landlord, Tenant, at its expense, shall remove any signs or materials installed or placed by Tenant in or about the Property, Building or Premises which Landlord deems morally objectionable or which Landlord otherwise reasonably believes reflects poorly on the appearance, reputation or image of the Building. Tenant shall not place or erect any signs or other devices in, upon or about the Building or Property without the prior consent of Landlord. Tenant may install in the Premises and remove therefrom such trade fixtures as Tenant may deem necessary or appropriate for its business operations. Any damage to the Property, the Premises or Building which may be caused by the installation or removal of any of Tenant's signs or trade fixtures shall be repaired by Tenant at its expense.

ARTICLE V MAINTENANCE, REPAIRS AND ALTERATIONS

- 5.1 **Maintenance and Repairs.** Landlord, at its expense, shall keep and maintain the foundation, roof and structural portions of the walls of the Building in good condition and repair at all times during the term of this Lease; provided, however, any such repair or replacement made necessary as a result of any act or omission of, or any damage caused by, Tenant or any of Tenant's contractors, employees, agents, customers, or invitees shall be completed by Landlord at Tenant's sole cost and expense. Tenant shall be solely responsible for repair, replacement and maintenance of all electrical, lighting, heating/ air-conditioning system ("HVAC"), plumbing and equipment serving the Premises, and Tenant shall replace and repair all floor coverings, doors and plate glass windows and all light bulbs, florescent tubes and other lighting fixtures in and serving the Premises. On demand of Landlord, Tenant shall, at its expense, repair any damage to any portion of the Property, Building or Premises caused by any act or omission of Tenant or any of Tenant's contractors, employees, agents or invitees. Tenant shall be responsible for pest control within Tenant's space. Except for those items for which Landlord is

responsible pursuant to the first sentence of this Section, Tenant, at its expense, shall keep and maintain the Premises in good, safe, and sanitary condition and repair at all times during the term of this Lease in such manner as Landlord and any insurer of the Property reasonably may require and also as may be required to comply with all applicable laws, ordinances, rules and regulations of any federal, state, or local governmental agency or subdivision having jurisdiction over the Premises and/or the Permitted Use. All repairs to be made by Tenant hereunder shall be completed in a good and workmanlike manner using materials, fixtures, and equipment whose quality is at least equal to that of the materials, fixtures, and equipment being repaired or replaced. Upon the expiration or termination of this Lease, Tenant shall deliver the Premises and the fixtures, systems and equipment constituting a part thereof (excluding Tenant's trade fixtures) to Landlord in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for the maintenance of a quarterly preventative maintenance contract for the HVAC with a qualified contractor experienced in HVAC maintenance and repair approved by Landlord. Tenant shall be solely responsible for repair, replacement and maintenance of the exterior drive-through board and speaker equipment. Notwithstanding the foregoing, in the event the HVAC needs to be replaced, Landlord and Tenant shall each be responsible for 50% of the replacement cost; provided, however, any such replacement made necessary as a result of Tenant's failure to maintain quarterly preventative maintenance, or of any act or omission of, or any damage caused by, Tenant or any of Tenant's contractors, employees, agents, customers, or invitees shall be completed at Tenant's sole cost and expense.

- 5.2 **Liens.** Tenant, when completing Tenant's Work or otherwise, shall have no authority to cause or permit a mechanic's, construction, or other lien to arise or be perfected on or with respect to the Premises, the Property or any part thereof; and Tenant shall so advise any contractor performing any work or providing any materials for Tenant on, in or with respect to the Premises. If any mechanic's, construction, or other lien is filed against the Premises, the Property or any part thereof, for any reason whatsoever by reason of Tenant's acts or omissions or because of a claim against Tenant, then Tenant shall be in default hereunder unless Tenant causes such lien to be canceled and discharged of record by bond or otherwise within 10 days after the same is filed.
- 5.3 **Alterations by Tenant.** Tenant shall secure the prior written approval of Landlord before making any alterations to the Premises, such approval to be granted in Landlord's sole discretion. Tenant's Work and any approved alterations shall be completed in a good and workmanlike manner with first-class materials and workmanship. At Landlord's option, any additions or alterations made to the Premises by Tenant shall remain a part of the Premises and shall be surrendered therewith upon the expiration or termination of this Lease, or Tenant, at its expense, shall, upon the expiration or termination of this Lease, restore the Premises to their condition at the time of Landlord's delivery of possession thereof to Tenant.

ARTICLE VI UTILITIES

- 6.1 **Utilities.** Tenant shall pay all deposits and all charges for all gas, water, electricity, telephone, data/internet, cable TV janitorial and all other services used or consumed in or about or furnished to the Premises during the term of this Lease. Tenant shall hold Landlord, the Property and the Premises harmless from all liens, charges, and costs with respect to such items. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities serving the Premises and that, if any equipment installed by Tenant requires additional utility facilities, such additional utility facilities shall be installed at Tenant's expense in accordance with plans and specifications approved in writing in advance by Landlord. Landlord shall not be liable for any interruption in the supply of any utilities to the Premises, and Landlord does not guarantee the continuous availability of any utility service to the Premises. Rent payable hereunder shall not be abated during any period of temporary interruption of utility services. Tenant's payments for utility and other services provided to the Premises shall be made directly to the utility or other provider of such service; provided, however, if any utility provider invoices or charges Landlord for services provided to the Premises, Tenant shall either pay the utility provider directly, or reimburse Landlord on demand for such charges paid by Landlord, upon Tenant's receipt of an invoice or statement therefor from Landlord, as directed by Landlord. Tenant shall cause janitorial services to be regularly provided to the Premises,

by contracting with service providers of Tenant's choice, and Tenant shall directly pay the service providers for all such services provided to the Premises. Landlord, to the extent permitted by applicable codes and procedures, shall cause all utility services provided to the Premises to be separately metered, if requested by Tenant, but the cost of installing any separate meter(s) for the Premises shall be paid by Tenant.

ARTICLE VII
COMMON AREA MAINTENANCE AND OPERATING COSTS

- 7.1 **Definition of Common Areas.** As used herein, the term "Common Areas" shall mean all areas of the Property and within the Building which are now or hereafter may be available for the joint and common use and benefit of Landlord, Tenant and other tenants of the Building or Property.
- 7.2 **Operation by Landlord.** Notwithstanding any provision in this Lease to the contrary, it is agreed that all Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right at any time, once or more often, to change the size, area, level, location and arrangement of the Common Areas, (b) Landlord shall have the right to temporarily close all or any portion of the Common Areas in order to make repairs, changes and additions thereto, and (c) except as otherwise expressly provided herein, Landlord shall be responsible for the repair, maintenance and replacement of the Common Areas.
- 7.3 **Definition of Operating Costs.** The term "Operating Costs" shall collectively refer to and mean, with respect to each full or partial Fiscal Year during the Term of this Lease, all costs and expenses incurred by Landlord in connection with the operation, maintenance, ownership and management of the Property, including, without limitation: (a) all costs and expenses relating to any utility, janitorial, garbage removal, snow, ice or debris removal, line painting, window washing, lawn care, gardening and landscaping, cleaning and other services provided to the Property, including without limitation, any assessments charged by an association created pursuant to the Declaration; (b) fees and expenses incurred for obtaining required licenses; (c) personal property taxes imposed on any fixtures or items of personal property in or on the Property; (d) sewer service charges (including, without limitation, costs and expenses incurred in connection with on-site and off-site sanitary storm and sewer systems serving the Property); (e) management and administration fees; (f) improvement district fees and assessments and owners association fees and assessments payable by Landlord in connection with the ownership of the Property; (g) all real estate taxes and assessments levied against the Property; (h) the cost of all general liability insurance, all property damage insurance and any other insurance obtained and maintained by Landlord in connection with the ownership of the Property; (i) all costs and expenses incurred by Landlord for materials and supplies used or needed for the general upkeep and maintenance of the Property; (j) all other costs, charges and expenses incurred by Landlord as a result of or relating to its ownership, maintenance, operation and management of the Property or Tenant's use and occupancy of the Premises. "Operating Costs" shall not include (i) any costs, debt payments or finance charges incurred by Landlord in connection with the purchase of the Property by Landlord, (ii) any costs or expenses to be paid by Landlord under the terms of Section 5.1 of this Lease, or (iii) the costs of Landlord's Work. Tenant acknowledges Landlord has not made any representation to or given Tenant any assurance of the amount to be paid by Tenant for Operating Costs in any Fiscal Year, or portion thereof, during the Term of this Lease.
- 7.4 **Tenant's Share.** In each Fiscal Year, or applicable portion thereof, during the Term of the Lease, Tenant shall pay to Landlord Tenant's Share of the Operating Costs in accordance with Section 7.5 hereof.
- 7.5 **Payment.** Tenant's Share of Operating Costs payable by Tenant under this Article shall be paid in monthly installments on the first day of each calendar month of the applicable Fiscal Year during the Lease term in advance, commencing on the Commencement Date, without deduction or set-off, in an amount reasonably estimated by Landlord. Within 90 days after the end of each Fiscal Year, Landlord shall furnish Tenant with a statement summarizing the actual Operating Costs for the preceding Fiscal Year and setting forth the method by which Tenant's Share thereof was determined as provided herein.

To the extent the aggregate of the monthly payments made by Tenant during such Fiscal Year exceeds the actual amount of Tenant's Share of Operating Costs payable by Tenant for such Fiscal Year, the difference shall be credited against the next succeeding monthly payment(s) to be made by Tenant under this Article, except during the last Lease Year of the term, when Landlord will refund such excess to Tenant within 30 days following the expiration of the term, provided Tenant has discharged all of its obligations under this Lease. If the aggregate amount of the monthly payments made by Tenant during any Fiscal Year is less than the actual amount due, Tenant shall pay Landlord the difference between the amount paid by Tenant and the actual amount due, within 10 days of demand therefor by Landlord. In the event Tenant believes any charge billed to Tenant by Landlord hereunder for Operating Costs is in error, Tenant shall provide written notice thereof to Landlord within 30 days following Tenant's receipt of the statement or invoice specifying such charge. In the event Tenant fails to provide such notice to Landlord within 30 days following Tenant's receipt of any statement or invoice, Tenant shall be conclusively deemed to have forever waived any claim relating to any charge specified on the applicable statement or invoice. For the Fiscal Year in which this Lease commences or terminates, Operating Costs shall be prorated, if applicable, on the basis of a 360 day year.

ARTICLE VIII **TAXES, INSURANCE AND INDEMNIFICATION**

- 8.1 **Taxes.** Tenant shall pay promptly, prior to delinquency, all personal property taxes imposed on or levied against Tenant's personal property in the Premises and any other taxes payable by Tenant during the term of this Lease, the nonpayment of which may give rise to a lien on the Premises or Tenant's interest therein.
- 8.2 **Insurance.** Tenant, at its expense, at all times during the term of this Lease and any other period of occupancy of the Premises by Tenant, shall obtain and keep in force with respect to the Premises: (i) comprehensive public liability insurance in a form customarily written for the protection of owners, landlords, and tenants of real estate, which insurance shall provide coverage of not less than \$2,000,000.00 for each occurrence of bodily injury, death or property damage and \$3,000,000 annual aggregate liability insurance; and (ii) with respect to Tenant's leasehold improvements, inventory, fixtures and equipment, signs and other personal property in the Premises, replacement value fire and broad form extended coverage insurance. In the event Tenant obtains a liquor license and serves alcohol on the Premises, Tenant shall maintain a policy of liquor liability (dram shop) insurance with a minimum limit of liability in an amount of Two Million and 00/100 Dollars (\$2,000,000.00) on an occurrence basis, covering bodily injury and death to one or more persons and Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in connection with property damage. The policies for all such insurance shall provide that they may not be canceled by Tenant without at least 30 days' prior written notice to Landlord. Landlord, Landlord's lender and Tenant shall be included as named insureds under the policies. At any time upon request of Landlord, Tenant shall furnish to Landlord appropriate certificates evidencing that all insurance policies to be obtained and maintained by Tenant hereunder are in force and all obligations of Tenant hereunder are satisfied. All policies of insurance provided for herein shall be issued by insurance companies approved by Landlord. Tenant agrees such policies of insurance shall contain waiver of subrogation clauses as to Landlord and Tenant waives, releases and discharges Landlord from all claims or demands whatsoever which Tenant may have or acquire arising out of damage to or destruction of the leasehold improvements, inventory, fixtures and equipment, signs and other personal property on the Premises occasioned by fire or other cause, and Tenant agrees to look to the insurance coverage only in the event of such loss.
- 8.3 **Waiver of Claims.** Each party hereto hereby waives any and all claims or right of recovery which such party or anyone claiming through such party may have against the other party (or such other party's officers, agents, or employees) for, or with respect to, any loss of or damage to such waiving party's property or for any business interruption which is insured or indemnified under valid policies, whether or not such loss, damage, or business interruption is caused by the negligence of such other party or such other party's officers, agents, employees, or any other person or persons for whose actions such other party may be responsible or liable; provided, that the foregoing waiver shall be effective only to

the extent of the insurance proceeds actually collected under such policies in respect of such loss, damage, or business interruption and only when permitted by the applicable insurance policy.

- 8.4 **Indemnification.** Tenant agrees to indemnify Landlord against, hold Landlord harmless from, and reimburse Landlord on demand for, any and all costs, expenses, losses, damages, claims or demands incurred by or asserted against Landlord arising from, or based upon, any breach of or default under any provision of this Lease by Tenant and/or any act, omission, or negligence of Tenant or Tenant's contractors, agents, invitees, customers, employees, or anyone else for whom Tenant may be responsible. In the event that Landlord shall, without fault on its part, be made a party to any litigation commenced by any third party against Tenant, then Tenant shall hold Landlord harmless from such litigation and shall pay Landlord on demand all costs, expenses, and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation, together with the amount of any judgment therein rendered against Landlord.

ARTICLE IX DAMAGE OR DESTRUCTION

- 9.1 **Damage or Destruction.** If the Premises shall be partially or wholly damaged or destroyed by fire or any other casualty except damage or destruction caused by Tenant's negligent or intentional acts or omissions, then Landlord forthwith shall proceed to repair and restore the Premises to at least the condition the Premises were in immediately prior to such damage or destruction; provided Landlord shall not be responsible for repairing or replacing any improvements installed or other work done by Tenant in or about the Premises; provided, further, if the Premises are more than thirty-three and one-third percent (33 1/3%) damaged or destroyed by fire or any other casualty covered by insurance, as reasonably determined by Landlord, then Landlord shall have the option either to cancel this Lease by providing written notice thereof to Tenant within sixty (60) days after the occurrence of such damage or destruction or to repair and restore the Premises to at least the condition it was in immediately prior to such damage or destruction in accordance with the foregoing provisions, in which latter event this Lease shall continue in full force and effect. If Landlord repairs or restores the Premises pursuant to this Section, then Tenant, at its expense, shall promptly repair, restore or replace all of its leasehold improvements, trade fixtures, and personal property damaged or destroyed by such fire or other casualty. In the event of termination, all proceeds from Tenant's fire and extended coverage insurance under Paragraph 8.2 covering Tenant's leasehold improvements, but excluding proceeds for trade fixtures, merchandise, signs and other removable personal property, shall be disbursed and paid to Landlord.
- 9.2 **Abatement of Rent.** In the event of any damage to, or destruction of, the Premises which makes the Premises in whole or in part unfit for use by Tenant in the normal course of its business in the Premises, then the Minimum Annual Rent, or a proportionate part thereof based upon that portion of the Premises which is unfit for use by Tenant in the normal course of its business, shall abate until the Premises have been repaired or restored by Landlord. Nothing in this Section shall be construed to abate any additional rent payable by Tenant under this Lease.

ARTICLE X ASSIGNMENT AND SUBLETTING

- 10.1 **Assignment and Subletting.** Tenant shall have no right to assign this Lease or to sublet the Premises without the prior written consent of Landlord; provided, that if Landlord in its absolute discretion gives such consent, then Tenant shall remain primarily liable to Landlord for the payment of the rent and the performance of all of Tenant's other obligations under this Lease for the remainder of the term of this Lease. Tenant shall not allow or permit any transfer of this Lease, or of any interest in or rights under this Lease, by operation of law and Tenant shall not mortgage, pledge, or encumber this Lease, or any interest herein.

ARTICLE XI
DEFAULT, BANKRUPTCY AND WAIVERS

- 11.1 **Default.** If Tenant defaults in the payment of any rent or other sums due and payable by Tenant to Landlord under this Lease for a period of more than five (5) days after the particular payment was due, or if Tenant violates or defaults in the performance of any covenant, agreement, or other condition contained in this Lease (other than the payment of rent or other sums payable under this Lease) for a period of more than ten (10) days after written notice of such violation or default has been given by Landlord to Tenant (or, in the case of a default not curable within ten (10) days, if Tenant shall fail to commence to cure such default within such ten (10) day period and to thereafter proceed diligently to complete the cure thereof), then Landlord, at its option, may re-enter and repossess the Premises, with or without process of law, and, at its option, may declare this Lease terminated and the term of this Lease ended forthwith; and Landlord shall not be liable for damages by reason of such re-entry and repossession. Notwithstanding such re-entry and repossession by Landlord and whether or not Landlord exercises its option to terminate this Lease, the liability of Tenant for the payment of the rent and other sums due or to become due under this Lease and for the performance of Tenant's other obligations under this Lease for the remainder of the term of this Lease (determined as if Landlord had not terminated this Lease) shall not be relinquished or extinguished but shall continue in full force and effect; and Landlord at any time may commence such one or more actions as it may deem necessary to collect any sums due from or payable by Tenant under this Lease for such period. For purposes of any such action or proceeding, all monetary and other obligations of Tenant hereunder shall be deemed to accelerate upon the election of Landlord and shall become due and payable upon the date Tenant's possession of Premises shall cease and terminate as provided herein. In the event of any such re-entry and repossession, Landlord shall have the right to re-let all or any portion of the Premises upon such terms and conditions as Landlord may deem appropriate; and any such re-letting shall not relieve Tenant of any of its obligations to Landlord under this Lease, except to the extent of any net rentals actually received by Landlord from such re-letting after deducting all of Landlord's expenses (including, but not limited to, legal expenses, brokerage commissions, and the costs of remodeling the Premises so as to render the Premises suitable for re-letting) incurred in preparing for and accomplishing such re-letting. Tenant further agrees to pay, in addition to the rent and other sums payable under this Lease, such additional sums as a court of competent jurisdiction may adjudge reasonable as attorneys' fees in any suit or action instituted by Landlord to enforce the provisions of this Lease or the collection of the rent or other sums payable by Tenant under this Lease. Landlord expressly reserves the right to commence any action or proceeding which Landlord deems appropriate for the recovery of any deficit remaining unpaid without being obligated to await the end of the then-current term of the Lease for a final determination of Tenant's account. The commencement or maintenance of any one or more actions shall not bar Landlord from bringing other and subsequent actions or from further accrual of Rent due hereunder. Tenant hereby waives any right of redemption which it may have under any present or future law in the event Tenant is evicted from or dispossessed of the Premises for any reason. Unless Landlord otherwise agrees in writing, Tenant's surrender of possession of the Premises to Landlord prior to the end of the term of this Lease and Landlord's acceptance of such surrender shall not effect a termination of this Lease or release Tenant from any of its obligations under this Lease for the remainder of the term of this Lease.
- 11.2 **Bankruptcy.** In the event Tenant becomes the subject of voluntary or involuntary proceedings under state or federal bankruptcy statutes as in effect from time to time, Landlord shall have all of the rights and remedies which are available to a landlord under such statutes in such an event. Such event also shall constitute a default under this Lease, and Landlord thereupon may exercise all of its rights and remedies under Section 11.1 unless prohibited from doing so by such statutes.
- 11.3 **Waivers.** One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to, or approval of, any subsequent similar act by the other party. No waiver or consent of either party shall be binding unless in writing, and Landlord's acceptance of rent with knowledge of the existence of any breach of this Lease by Tenant shall not constitute a waiver of such breach. The acceptance by

Landlord of any sum after the same is due hereunder shall not constitute a waiver of Landlord's right either to (a) require prompt payment, when due, of all other sums owed under this Lease, or (b) declare that an event of default has occurred hereunder as a result of Tenant's failure to timely pay the sum when due under the terms of this Lease. The acceptance by Landlord of any sum in an amount less than the entire sum then due hereunder shall be deemed an acceptance on account only and upon the condition that such acceptance shall not constitute a waiver of Tenant's obligation to timely pay the entire sum then due, and failure of Tenant to timely pay the entire sum then due shall be and continue to be an event of default under this Lease notwithstanding Landlord's acceptance of partial payment on account as aforesaid.

- 11.4 **Cumulative Rights.** The rights, options, elections and remedies of Landlord and Tenant contained in this Lease shall be cumulative and maybe exercised on one or more occasions; and none of them shall be construed as excluding any other or additional right, priority or remedy allowed or provided by law.

ARTICLE XII ENTRY BY LANDLORD

- 12.1 **Entry by Landlord.** Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the Premises, making required repairs, additions or alterations thereto, or for any other lawful purpose; provided, such entry shall not unreasonably interfere with the conduct of Tenant's business. No notice is needed in the case of an emergency. For a period commencing six months prior to the expiration of the Lease term, Landlord may have reasonable access to the Premises for the purpose of exhibiting the Premises to prospective tenants.

ARTICLE XIII EMINENT DOMAIN

- 13.1 **Eminent Domain.** If the whole of the Premises shall be taken under the power of eminent domain, then this Lease shall terminate and expire as of the date upon which the title vests in the public authority involved; the rent and any other sums payable under this Lease shall be prorated as of such date, and Landlord shall be released from any further liability under this Lease. If more than 25% percent, but less than all of the floor area of the Premises shall be taken or condemned, then either Landlord or Tenant may terminate this Lease by serving upon the other party a written notice of termination effective as of the date upon which possession must be surrendered to the public authority involved. In the event that such option to terminate is exercised, the Rent payable under this Lease shall be prorated as of such date of surrendered possession, and Landlord and Tenant shall be released from any further liability under this Lease. Landlord and Tenant shall be entitled to pursue separate awards or compensation in such proceedings, based on their respective interests in and to the Premises and the improvements therein. For purposes of this Section 13.1, a voluntary sale or conveyance in lieu of condemnation, but under the threat of condemnation, shall be deemed an appropriation or taking under the power of eminent domain.

ARTICLE XIV SUBORDINATION OF LEASE; ESTOPPEL CERTIFICATES

- 14.1 **Subordination of Lease.** Landlord reserves the right to place liens and encumbrances on the Property superior in lien and effect to this Lease. This Lease, and all rights of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord upon the Property or any part thereof; and Tenant agrees to execute, acknowledge, and deliver to Landlord, upon request, any and all instruments which may be necessary or proper to subordinate this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord. In the event any proceedings are brought for the foreclosure of any mortgage on the Property, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the landlord under this Lease. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute landlord, the terms and conditions of this Lease until the resale

or other disposition of its interest. Such assumption, however, shall not be deemed an acknowledgment by the purchaser of the validity of any then-existing claims of Tenant against the prior landlord. Tenant agrees to execute and deliver such further assurances and other documents, including a new lease upon the same terms and conditions contained herein, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceedings.

- 14.2 **Estoppel Certificates.** Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth the modifications), that the Landlord has performed all of its obligations under this Lease and is not in default under this Lease (or specifying any alleged default by Landlord), the date to which the rent and other sums payable by Tenant under this Lease have been paid in advance (if any), the commencement and termination dates of the term of this Lease, and such additional facts as reasonably may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of the Premises, any mortgagee or prospective mortgagee of the Premises and their respective successors and assigns.

ARTICLE XV **MISCELLANEOUS PROVISIONS**

- 15.1 **Holdover.** In the event Tenant remains in possession of the Premises after the expiration or termination of this Lease, then Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, subject to all of the conditions, provisions and obligations of this Lease, but without any rights to extend the term of this Lease; provided, that the Minimum Annual Rent payable by Tenant during any such period of holdover shall be computed at the rate of two hundred percent (200%) of the Minimum Annual Rent payable by Tenant during the Lease Year most recently ended. Landlord's acceptance of rent from Tenant in such event shall not alter the status of Tenant as a month-to-month tenant whose occupancy of the Premises may be terminated by Landlord at any time upon thirty (30) days' advance notice.
- 15.2 **Notices.** Wherever any notice is required or permitted hereunder, such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, or when delivered by courier or overnight delivery service, addressed to the parties respective addresses set forth in Subsections 1.1(b) and (d) hereof. Either party may by written notice to the other party change the address at which it wishes to receive any notice given under this Lease. Attorneys for Landlord and Tenant are authorized to give notices for and on behalf of such parties, and Landlord's property manager is authorized to give notices for and on behalf of Landlord. In addition to the methods of notice set forth above, notice shall also be deemed given to Tenant if Landlord provides Tenant notice through its software property management system.
- 15.3 **Relationship of Parties.** Nothing contained in this Lease shall be deemed or construed by Landlord or Tenant, or by any third party, to create the relationship of principal and agent, partnership or joint venture between Landlord and Tenant or any relationship other than landlord and tenant.
- 15.4 **Time of Essence.** Time is of the essence of this Lease, and all provisions of this Lease relating to the time for performance of any obligation, or exercise of any right, of Tenant under this Lease shall be strictly construed.

- 15.5 **Brokers.** Tenant warrants that it had no dealings with any broker or agent in connection with the negotiation or execution of this Lease and Tenant agrees to defend, indemnify Landlord against, and to hold Landlord harmless from, any expense or liability for commissions or other compensation or charges claimed by such broker or agent with respect to this Lease.
- 15.6 **Severability.** If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.
- 15.7 **Number and Gender.** Where the context of this Lease requires, singular words shall be read as if plural, plural words shall be read as if singular, and words of neuter gender shall be read as if masculine or feminine.
- 15.8 **Captions and Interpretations.** The captions and headings appearing in this Lease in no way define, limit, construe or describe the scope or intent of the provisions of this Lease. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning, and not strictly for nor against either Landlord or Tenant, and should a court be called to interpret any provision hereof, no weight shall be given to, nor shall any construction or interpretation be influenced by, any presumption of preparation of the Lease by Landlord or by Tenant.
- 15.9 **Multiple Counterparts.** This Lease may be executed in multiple counterparts, each of which when taken together shall be deemed to be an original for all purposes.
- 15.10 **Authorized Signatories.** Landlord and Tenant acknowledge and agree that the signatories to this Lease are authorized to act on behalf of their respective entities.
- 15.11 **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska, with venue for any action lying in Lancaster County.
- 15.12 **Binding Agreement.** All rights and liabilities given to or imposed upon Landlord or Tenant in this Lease shall extend to and bind their respective heirs, executors, administrators, personal representatives, successors and assigns. No rights, however, shall inure to the benefit of any assigns of Tenant, unless the assignment thereof to such assignee has been approved in writing by Landlord.
- 15.13 **Entire Agreement.** Landlord and Tenant hereby agree that this Lease contains the entire agreement between them and that there are no other agreements, written or verbal, between them pertaining to the Premises or the subject matter hereof. This Lease may not be amended or supplemented orally, but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.
- 15.14 **Sale by Landlord.** In the event of any sale or exchange of the Property by Landlord or assignment by Landlord of this Lease, the selling, exchanging or assigning landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease that occurs after the consummation of such sale, exchange or assignment; provided such purchaser or assignee shall expressly assume said covenants and obligations of Landlord.
- 15.15 **Rules and Regulations.** Tenant agrees to abide by the Rules and Regulations attached hereto as Exhibit F. Landlord may from time to time, by providing written notice thereof to Tenant, revise the Rules and Regulations and/or adopt certain other rules and regulations regarding the use of the Property and Premises and Tenant agrees to comply with such rules and regulations and any rules and regulations created by an association created pursuant to the Declaration, provided that, in the event of any conflict between the provisions in this Lease and any such rule or regulation, the terms of this Lease will govern the rights and obligations of the parties hereto.
- 15.16 **Disclosure.** TENANT ACKNOWLEDGES THAT WILLIAM D. SCOTT, A PRINCIPAL OF WRK, LLC IS A LICENSED REAL ESTATE BROKER AND HAS AN OWNERSHIP INTEREST IN THE PROPERTY.

DAVE MEAGHER IS A LICENSED REAL ESTATE SALESPERSON IN THE STATE OF NEBRASKA. NO COMMISSIONS WILL BE PAID TO SAID INDIVIDUALS BY TENANT IN CONNECTION WITH ANY TRANSACTION CONTEMPLATED HEREUNDER.

- 15.17 **Legal Counsel.** Tenant acknowledges that Landlord, or its agents, do not represent the interests of Tenant in this Lease and that Tenant had the opportunity to review this Lease with legal counsel of Tenant's choice, prior to execution of this Lease. Tenant further acknowledges that neither Landlord nor its agents gave opinions or advice to Tenant regarding this Lease, the execution hereof, or any aspect of the transaction between Landlord and Tenant.
- 15.18 **Further Assurances.** Tenant agrees to prepare, execute and deliver, at Tenant's expense, any additional documents, writings or records and take any other actions Landlord reasonably requests to evidence or effect Tenant's agreements and obligations hereunder and to protect Landlord's rights and interests hereunder.
- 15.19 **Guaranty.** As a condition precedent to the effectiveness of this Lease and Landlord's obligation to perform hereunder, Tenant shall cause Guarantor to execute and deliver to Landlord a guaranty executed by the Guarantors.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

SIGNATURE PAGE

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease, as of the Effective Date.

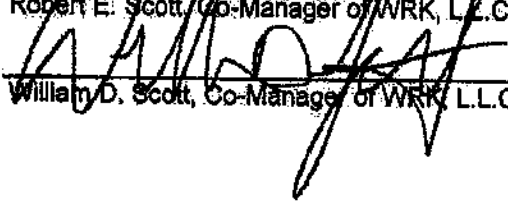
LANDLORD:

AMBERLY CROSSING, LLC

By: WRK Management, LLC,
Manager of Amberly Crossing, LLC

By: WRK, L.L.C, Manager of
WRK Management, LLC

By: 
Robert E. Scott, Co-Manager of WRK, L.L.C

By: 
William D. Scott, Co-Manager of WRK, L.L.C

TENANT:

EL PORTAL WAVERLY INC.

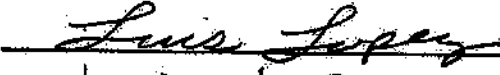
By: 
Printed Name: Luis Lopez
Title: President

EXHIBIT A

LEASED PREMISES

Premises – 13220 Callum Drive – Suite #8

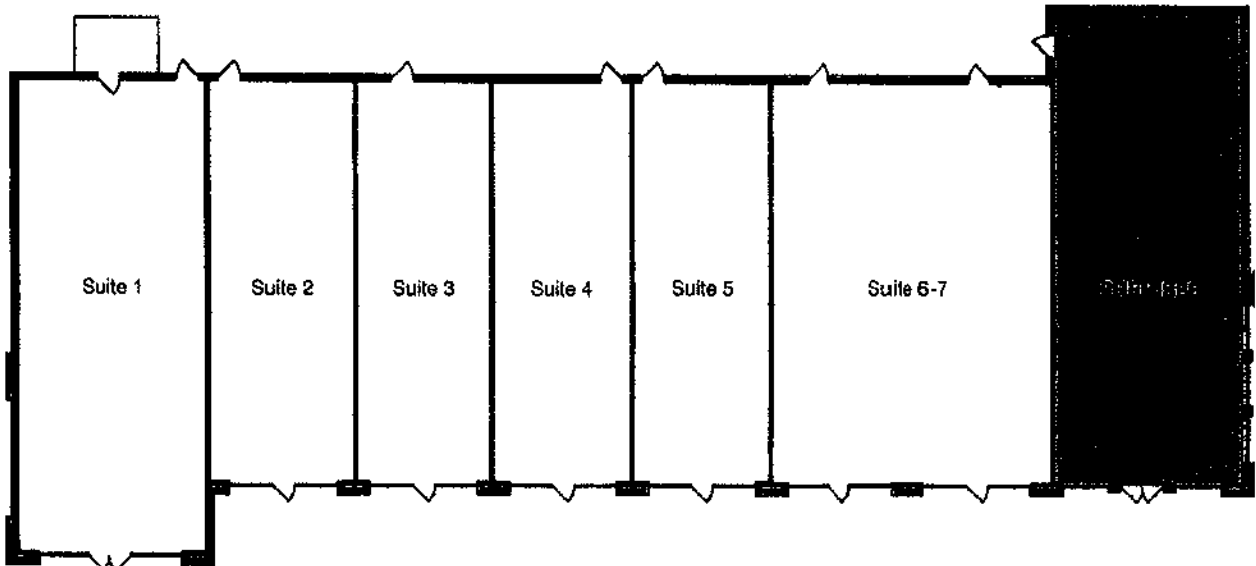


EXHIBIT B
LANDLORD'S WORK

Landlord is providing the Premises in "as-is" condition and Tenant hereby accepts the Premises in "as-is" condition on the Delivery Date. Therefore, no Landlord's Work shall be conducted in the Premises, and any additional items, fixtures, furniture, equipment, finishes, work and/or materials provided in or to the Premises shall be at Tenant's sole cost and expense. Tenant acknowledges that the furniture, fixtures, equipment and other personal property owned by the Subway tenant that is occupying the Premises as of the Effective Date are not included as part of the Premises.

EXHIBIT C
TENANT'S WORK

1. All improvements to be made in and to the Premises as part of Tenant's Work including, without limitation, the cost of obtaining all Permits and other required governmental approvals for completion of such improvements, shall be completed by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications to be prepared and delivered to Landlord no later than 30 days after the Execution Date or 30 days after receipt of Landlord's building shell drawings, or as otherwise agreed upon by Landlord and Tenant, by a licensed architect selected by Tenant, at Tenant's expense, specifying in detail all improvements to be completed in the Premises as part of Tenant's Work (the "Plans and Specifications").
2. The final Plans and Specifications shall be mutually approved and agreed upon by Landlord and Tenant. Landlord shall provide written review of the Plans and Specifications within 10 days of receipt. Written review shall constitute approval of the Plans and Specifications contingent upon the Tenant adhering to all Landlord review comments. If Landlord does not within said 10-day period notify Tenant of its approval of the Plans and Specifications, the Plans and Specifications shall be deemed automatically and conclusively to be approved by Landlord. If Landlord gives notice of its disapproval, Tenant shall re-submit the Plans and Specifications for approval and the procedure shall continue until all of the disapproved items shall have been resolved.
3. Prior to the commencement of Tenant's Work, Tenant shall provide Landlord the following (in such form and content as Landlord may reasonably require):
 - (a) Project schedule;
 - (b) Project call sheet;
 - (c) Copy of Building Permit;
 - (d) Contractor certificate of insurance naming the Landlord (and any other parties Landlord may reasonably require) as an additional insured(s); and
 - (e) Final Plans and Specification.
4. All of Tenant's Work shall be completed by contractors selected by Tenant, and Tenant shall contract directly with such contractor(s) for completion of Tenant's Work. Landlord shall have final review and approval of selected contractors and subcontractors.
5. Tenant shall timely and directly pay in full its contractor(s), and all other parties performing work or services for or providing material or labor to Tenant. Tenant shall timely pay all costs and expenses incurred in connection with the completion of Tenant's Work, and Tenant shall obtain lien waivers from all such payees prior to or simultaneous with such payments, in such form and content as Landlord may reasonably require.
6. Within 10 days after the completion of Tenant's Work, Tenant shall provide Landlord the following (in such form and content as Landlord may reasonably require):
 - (a) AIA G704 Certificate of Substantial Completion from the project architect;
 - (b) Final CAD floor plan;
 - (c) A copy of the Project Close-Out Manual, which must include:
 - i. final subcontractor call sheet
 - ii. final as-built drawings
 - iii. operations and maintenance information for all equipment, fixtures and finishes

- iv. contractor, subcontractor, supplier and manufacturer warranties
- v. training videos (if applicable)
- (d) Certificate of Occupancy from the authority having jurisdiction; and
- (e) Final lien waivers from the general contractor covering all of Tenant's Work.

EXHIBIT D

SQUARE FOOTAGE OF PREMISES AND BUILDING

Landlord and Tenant hereby certify and agree as follows:

1. The Premises consists of approximately 2,100 rentable square feet.
2. The Building consists of approximately 11,400 rentable square feet.
3. As of the Commencement Date, Tenant's Share is 18.42%.

EXHIBIT E
SIGN CRITERIA

1. Each tenant of the Property shall submit or cause to be submitted to the Landlord for written approval before fabrication at least two (2) copies of detailed drawings indicating the locations, size, layout, design and color of its proposed signs, including all lettering and graphics.
2. The tenant proposing the installation of a particular sign shall obtain at its sole cost all required permits for such signs and their installation.
3. All signs shall be constructed and installed at the expense of the tenant proposing installation of a particular sign, except for general directory signs and signs which primarily identify the name and address of the Building, which shall be the responsibility of the Landlord and the expenses relating thereto shall be Operating Costs.
4. All sign companies producing signage for the Property must be licensed under their name by the City of Lincoln and must have property liability insurance. Furthermore, the sign company and the tenant contracting for the installation of the signage in question shall be held liable and shall bear all cost for: (a) removal and/or correction of sign installation, and damage to the Building by signs that do not conform to the sign criteria herein or with applicable codes or requirements of the City and/or (b) damage to the Building caused by removal or installation of any signs.
5. Corridor signage shall be paid for by Tenant and must match existing signage in place. The tenant proposing the installation of a particular sign shall be responsible for the fulfillment of all requirements of these criteria stipulations.
6. All signs and their installation will comply with all local building, use, design and electrical codes.
7. No exposed crossovers or conduit will be permitted. Electrical service to all signs shall be provided by and registered on the owning tenant's electric meter, except for general directory signs and signs which primarily identify the name and address of the Building, which will be on the Landlord's electric meter serving the Common Areas and charges therefor shall be Operating Costs.
8. All storefront entrance and store identification designs are subject to the explicit written approval of Landlord. Imaginative designs, which depart from traditional methods and placements, will be encouraged. In all cases, sensitivity to protecting and enhancing the historical features of the Building shall be considered in the design and installation of signage.
9. Wording of signs shall not include the product sold, except as a part of the applicable tenant's trade name or brand.
10. Signs cannot include box signs or raceway letters. Individual channel letters must be used on all signs.

EXHIBIT F
RULES AND REGULATIONS

These Rules and Regulations are attached to and made a part of the Lease. Failure to observe these Rules and Regulations shall be a default under the Lease.

1. Tenant shall not, without Landlord's prior written permission:
 - A. Place anything on the outside of the Building, including roof setbacks, window ledges and other projections; or drop anything from the windows, stairways or parapets of the Building; or place trash or other matter in the halls, stairways, elevators or light wells of the Building.
 - B. Cover or obstruct any windows, skylight, door or transom that admits light, except for approved draperies in the Premises.
 - C. Interfere with the heating, ventilating or cooling apparatus serving the Premises and the Common Area.
 - D. Tenant shall submit a request to have animals, birds or pets of any kind in the Premises. Landlord reserves right to remove, reject, or disallow any type of animals, birds, pets, reptiles, insects or like.
 - E. Obstruct the entrances, corridors, passages, stairways and elevators in the Common Area or use such space for any purpose other than ingress and egress to and from the Premises.
 - F. Unreasonably disturb, or permit the disturbance of other tenants of the Building, by the use of radios, televisions, musical instruments or by any unseemly noises or other means whatsoever.
 - G. Use the Building name in any way in connection with the Tenant's business except as the address thereof.
 - H. Permit duplicate keys to the Building or Premises to be made. Any additional keys to the Building or Premises requested by Tenant shall be provided by Landlord at Tenant's expense.
 - I. Leave windows or doors unlocked before leaving the Premises or Building.
 - J. Place or change locks upon any doors in or to the Premises.
 - K. Place nor permit to be placed any signs, advertisements or notices in or upon any part of the Property, and Tenant shall place no merchandise or showcases in front of the Building or in the Common Areas.
 - L. Conduct any auction on the Property or store goods, wares or merchandise in the Premises, except for Tenant's Permitted Use in connection with the operation of its business.
 - M. Manufacture any commodity on the Property.
 - N. Place or operate any engine, boiler, dynamo, or machinery of any kind in or on the Property, or place any explosive therein, or use any kerosene or oils or burning fuels.
2. Landlord reserves the right, at all times and from time to time, to:
 - A. Rescind any one or more of these rules and regulations, or to make such other and further reasonable rules and regulations as in the Landlord's judgment may from time to time be necessary for the safety, care and cleanliness of the Property.

- B. Designate the location for all telephone, telegraphic, computer, data and satellite or other connections to be placed in or on the Premises, Building and/or Property, and direct electricians as to where and how wires and cables are to be introduced.
 - C. Exclude or eject from the Property all animals, vehicular traffic of every kind and all canvassers and other persons who conduct themselves in such a manner to be, in the judgment of Landlord, an annoyance to tenants or a detriment to the Building and Property.
 - D. Prohibit advertising by any tenant, which, in the opinion of the Landlord, impairs the reputation of the Building or its desirability as a building for offices and/or retail/restaurant.
 - E. Designate the time when and the method whereby freight, small office equipment, supplies, furniture, safes and other like articles may be brought into, moved or removed from the Building, and to designate the location for temporary disposition of such items.
 - F. Exclude the general public from the Building and Property upon such days and at such hours as in Landlord's judgment will be for the best interest of the Building and its tenants.
 - G. Specify the placement of safes, business machines, or mechanical equipment which may, through weight, vibration, noise, cold or heat be transmitted to the Building's structure; or, at its option, exclude any such equipment which may be necessary for the safety, care, and cleanliness of the Building and its tenants.
3. Tenant shall not, without the prior consent of Landlord, allow any vending, amusement or gaming machines on the Premises, or use or permit any person to use the Premises or any part thereof for conducting a secondhand store, auction, distress, fire, bankruptcy or going-out-of-business sale, or for any use or purpose in violation of any federal, state, or local laws, ordinances, regulations and requirements.
 4. All trash and rubbish of Tenant shall be deposited only within receptacles provided or approved by Landlord and no other trash receptacles shall be maintained outside of the Building.
 5. Tenant agrees at all times to conduct its business in a dignified, ethical, responsible and reputable manner consistent with the highest standards of service and/or merchandising in Tenant's industry.
 6. No radio or television antenna, aerial, satellite dish or other similar device shall be installed on or in the Premises, Building or Property without first obtaining, in each instance, Landlord's written consent.
 7. No advertising medium shall be utilized by Tenant which can be heard or experienced outside the Premises, including, without limitation, flashing lights, search lights, loudspeakers, radios or televisions. Tenant shall not display, paint, place or caused to be displayed, painted or placed, any handbills, bumper stickers, or other advertising devices on any vehicle parked in the parking area of the Property, whether belonging to Tenant, or to Tenant's agent, or to any other person; nor shall Tenant distribute, or cause to be distributed in and about the Building and Property, any handbills, fliers or other advertising devices; nor shall Tenant disrupt or disturb, any patrons of other tenants of the Building. Tenant may not display or sell merchandise or allow carts, portable signs, devices or any other objects to be stored or remain outside the defined exterior walls, ceiling and doorways of the Premises, nor on any portion of the Common Area.
 8. Tenant shall keep the Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures therein.
 9. Tenant shall use reasonable best efforts to ensure areas outside the Premises area kept clean and free from debris and rubbish.
 10. Tenant shall engage, at Tenant's sole cost, such pest extermination contractor to treat the Premises from time to time as Landlord may direct.

IN THE EVENT ANY OF THE FOREGOING RULES AND REGULATIONS ARE INCONSISTENT WITH THE EXPRESS TERMS OF THE LEASE, THE TERMS OF THE LEASE SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES THERETO.

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BUSINESS PLAN

for EL PORTAL WAVERLY, INC.



El Portal Mexican Restaurant, Waverly
13220 Callum Drive
Suite 8
Waverly, NE, 68462

El Portal Mexican Restaurant has served residents in southeast Nebraska and southwest Iowa for more than eighteen years. In May, 2005 Luis Lopez opened the first location in Nebraska City, Nebraska. An additional location is located in Auburn, Nebraska. Each restaurant employs approximately 15 individuals who assist with hosting, serving customers, chefs, prep, and cleaning crews.

The restaurant's mission is to provide the best "South of the Border" experience for guests by using the freshest ingredients, providing prompt service, and maintaining a family-oriented atmosphere. Menu items include plates described as "tex-mex" style Mexican food, along with children's meals, desserts, and bar drinks.

El Portal has grown each and every year since it began operating in 2005. The constant growth in its customer base has influenced the decision to expand to the Waverly, Nebraska area. The property being acquired leased and was previously a fast-food establishment.

With this addition, El Portal hopes to continue to provide residents in southeast Nebraska with an excellent dining experience at an affordable price.

Martha Ayala
President
El Portal Waverly, Inc
December 27, 2023

MINUTES OF A WAVERLY CITY COUNCIL MEETING HELD ON JANUARY 9, 2024

CALL TO ORDER

Mayor Bill Gerdes called the meeting to order at 6:00 p.m. and led those in attendance in reciting the Pledge of Allegiance. Gerdes acknowledged the Open Meetings Act Poster located on the south wall of the Council Chambers. Mayor Bill Gerdes, Council Members Abbey Pascoe, Aaron Hummel, and David Jespersen were in attendance. Council Member Dave Nielson was absent. Other City Officials present were City Administrator Stephanie Fisher, City Attorney Mark Fahleson, and City Clerk Megan Frye. Others present were Fire Chief Jared Rains, Emergency Services Coordinator Robin Hoffman, Disaster Preparedness Manager Terry Spoor, and The Waverly News reporter Sam Crisler. Notice of the Meeting and Agenda were given to the Mayor and all Members of the City Council prior to the Meeting. Notice of the Meeting was posted at Russ's Market Express, the US Post Office, the City Office, and the City website (citywaverly.com).

ADOPTION OF AGENDA

Council Member Pascoe moved to adopt the Agenda as presented. Council Member Hummel seconded the motion.

The following Council Members voted "YEA": Pascoe, Hummel, and Jespersen. The following Council Members voted "NAY": None. Motion carried. 3-0.

CONSENT AGENDA

Minutes of the December 26, 2023 City Council Meeting.

Consideration of Resolution 24-01 authorizing the sale of municipal property.

Consideration of Interlocal Agreement with Waverly School District 145 for the use of Lawson Park Field #1.

Council Member Pascoe moved to approve the Consent Agenda as presented. Council Member Hummel seconded the motion.

The following Council Members voted "YEA": Hummel, Jespersen, and Pascoe. The following Council Members voted "NAY": None. Motion carried. 3-0.

PROCLAMATIONS AND PRESENTATIONS

None.

PUBLIC HEARINGS

None.

SHERIFF'S REPORT

No report given.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Consent Agenda.

CONSIDERATION OF CLAIMS AND FINANCIAL REPORTS

Claims for Payment

Claims for Payment: December 27 th , 2023 - January 9 th , 2024		
Group A		
Vendor	Description	Amount

Zoey & Matt Drew	Utility Deposit Refund	\$	100.00
Rich & Claire Ficken	Utility Deposit Refund	\$	100.00
Marshall & Taryn Horn	Utility Deposit Refund	\$	100.00
Eric & Ginger Lanum	Utility Deposit Refund	\$	100.00
Cole & Whitney Mahlberg	Utility Deposit Refund	\$	100.00
Bev Ratkovec	Utility Deposit Refund	\$	100.00
Brandyn Rupp	Utility Deposit Refund	\$	100.00
ADP Fees	Payroll Fees	\$	113.32
ADP Payroll	Payroll	\$	33,527.80
Ball Insurance Services	Fire Department Insurance	\$	2,306.00
Black Hills Energy	Natural gas	\$	1,037.89
Colonial Life	Insurance	\$	43.92
Cubby's, Inc.	Fuel	\$	1,526.35
DataVizion, LLC	VizionCare Complete, Microsoft 365 Business	\$	1,515.00
Feld Fire	Annual Comp Service-SCBA air compressor	\$	950.00
Fidelity Security Life Insurance	Vision Insurance	\$	160.51
Frontier	Hose clamps	\$	43.96
Hawkins, Inc.	Supplies	\$	2,716.60
Horizon Bank	Monthly ACH Fees	\$	10.00
Horizon Bank	Safety Deposit Box Fee	\$	33.00
HTM Sales Inc.	Electric winch	\$	2,603.00
JEO Consulting Group, Inc.	134 th & Hwy 6 Drainage Improvements	\$	125.00
John Hancock USA	Retirement	\$	2,930.10
Kelly Supply Company	Parts for brine tank	\$	145.57
Lancaster Co Sheriff Office	January 2024	\$	35,186.00
Lincoln Electric System	Electricity	\$	18,283.01
Lincoln Winwater Works Co	Taps & meter couplings	\$	747.12
Line-X of Lincoln	Tailgate line-x	\$	160.00
MacQueen Emergency	Fire truck repair	\$	274.34
Menards-Lincoln North	Supplies	\$	295.10
Midwest Laboratories, Inc.	Lab fees	\$	484.61
Nebraska Dept Revenue Waste	Utility Sales Tax	\$	9,275.78
NE Public Health Environ. Lab	Lab fees	\$	93.00
One Call Concepts, Inc.	One-Call Service	\$	119.38
Pavers LLC	Crushed asphalt millings	\$	1,087.52
Pinnacle Bank	Supplies, wastewater certification	\$	1,242.01
Platte Valley Equipment	Cemetery mower repair	\$	304.00
Production Creek Specialty Adv	Employee clothing	\$	54.00
Quick Med Claims	December 2023 Billing-EMS	\$	1,901.01
Rembolt Ludtke LLP	Legal fees, zoning violation	\$	3,562.50
Revolution Wraps	2023 Chevy decal repair	\$	1,915.53
Small Engine Specialists	Supplies	\$	72.00
Sparq Data Solutions	Meeting Subscription	\$	4,100.00
Sunbelt Rentals, Inc.	Lift rental	\$	269.99
The Voice News	Advertising & Printing	\$	553.75
Total Tool Supply, Inc.	Supplies	\$	239.00
U.S. Postmaster	Stamps/Postage	\$	264.00
U.S. Bank Equipment Finance	Ricoh Copier	\$	250.87
USA Blue Book	Hazardous materials signals, danger sign, pH tester	\$	276.20

Visual Edge IT	Copies	\$	91.05
Hobby Lobby	Fire department-Christmas decorations	\$	115.96
	Claims Group A Total	\$	131,705.75

Council Member Pascoe moved to approve Claims Group A in the amount of \$131,705.75. Council Member Hummel seconded the motion.

The following Council Members voted “YEA”: Jespersen, Pascoe, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 3-0.

Treasurer's Report and Budget & Expense Report

Council Member Pascoe moved to approve Treasurer's Report and Budget & Expense Report. Council Member Hummel seconded the motion.

Pascoe stated from February to December 2023, we earned almost \$400,000 in interest with Horizon and Nebraska CLASS, which is incredibly important and something government doesn't usually get to do.

Hummel thanked City Administrator Fisher and City Treasurer Cadwell for their efforts.

The following Council Members voted “YEA”: Pascoe, Hummel, and Jespersen. The following Council Members voted “NAY”: None. Motion carried. 3-0.

EMPIRE ADDITION

Consideration of the third and final reading of Ordinance 23-18 to Rezone a Parcel of Land located on N 148th Street, North of Corporate Limits, from Agricultural District (AG) to General Industrial District (GI).

Council Member Pascoe moved to approve the third and final reading of Ordinance 23-18 to Rezone a Parcel of Land located on N 148th Street, North of Corporate Limits, from Agricultural District (AG) to General Industrial District (GI). Council Member Hummel seconded the motion.

The following Council Members voted “YEA”: Hummel, Jespersen, and Pascoe. The following Council Members voted “NAY”: None. Motion carried. 3-0.

Consideration of approval of Resolution 23-31 a resolution approving Empire Addition Final Plat, a property located on N 148th Street, North of Corporate Limits

Council Member Pascoe moved to approve Resolution 23-31 a resolution approving Empire Addition Final Plat, a property located on N 148th Street, North of Corporate Limits. Council Member Hummel seconded the motion.

The following Council Members voted “YEA”: Jespersen, Pascoe, and Hummel. The following Council Members voted “NAY”: None. Motion carried. 3-0.

INTRODUCTION OF RESOLUTIONS

Consent Agenda.

INTRODUCTION OF ORDINANCES

Consideration of the third and final reading of Ordinance 23-17, an ordinance of the City of Waverly, Nebraska, amending Chapter 51 of the Waverly Municipal Code relating to the Declaration of a Water Watch, Warning, or Emergency; Establishment of Procedures; and Water Conservation Measures.

Council Member Pascoe moved to approve the third and final reading of Ordinance 23-17, an ordinance of the City of Waverly, Nebraska, amending Chapter 51 of the Waverly Municipal Code relating to the Declaration of a Water Watch, Warning, or Emergency; Establishment of Procedures; and Water Conservation Measures. Council Member Hummel seconded the motion.

Mayor Gerdes stated there still has been nothing suggested by Council to end a declaration of water emergency, which was suggested by Olsson. Council Members discussed potentially implementing a

permanent watering schedule as policy, regardless of whether we are in a declared water watch, warning, or emergency.

Council Members voted “YEA”: Pascoe, Hummel, and Jespersen. The following Council Members voted “NAY”: None. Motion carried. 3-0.

INTRODUCTION TO BUSINESS AND COMMUNICATIONS

Updates on following items: Water Emergency, Fire Station, Aquatic Center.

City Administrator Fisher provided updates on the water emergency. We are working with Olssons on the Well Siting Study. Olssons looked at 4 general areas to give us some locations for possible wells consisting of the existing wellfields south of town, near Camp Creek, north near Salt Creek, and northeast by the confluence area of Salt Creek, Rock Creek, and Camp Creek. Fisher stated each of these general regions had 3 potential sites listed and were ranked A, B, and C in order of priority. Fisher stated Mayor Gerdes, Public Works Director Whyman, Water Operator Toy and I had a Teams meeting last Friday with Olssons to discuss all the different pros and cons of each of those locations. Fisher stated Whyman suggested we run a 13-parameter test on some active irrigation, domestic, and monitoring wells that are near these wells, which is a test where we can draw a small amount of water out and test for nitrates, salinity/sodium, and 11 other items that show the water quality. This is in hopes that these tests will give a general idea of whether it would be worthwhile in terms of time and cost to dig test holes and subsequently a test well.

Fisher continued, stating the test holes will cost somewhere between \$4,000 to \$6,000 apiece and we will be digging 4-5 of them. Each test well is going to be \$30,000-\$40,000, so we want to be certain where we want the test well to go. We are going to try to avoid the confluence area up northeast of Waverly, which is really far away and will be costly running infrastructure to that location. Fisher stated we will need to contact the owners of the wells to get permission to draw some water from their well and run these tests, so I will make those phone calls soon. Hummel asked if the test hole is to full depth and Fisher concurred stating it will go all the way down to where they hit bedrock. Fisher stated after digging the hole, they will pull out the core and run tests on it in a lab to test the transmissiveness of the soil. The transmissiveness entails the earth being either dense, thick, clay-like, and not very transmissive which won't carry water very quickly or if it has lots of gravel and is going to transmit water a lot better, which will be a more active well. Fisher stated the most pressing issue right now is if we can find where we may not have a nitrate problem, that's where we want to go first. Gerdes inquired about the Well 7 analysis and Fisher advised we do not have those results back yet.

Fisher provided an update on the Well 7 construction. Fisher stated Rieschicks dug a test hole about 15 feet from where the original well was, about 160 feet to hit bedrock. They pulled the test core out and sent those samples out to be tested, but they don't expect to find anything different since they were so close to the original Well 7 location. Pascoe asked about how diversifying wells can be done in current well fields and Fisher responded this has been addressed—they have taken AEM data (aerial electromagnetic) that sends waves to the earth and tells what the transmissiveness of the area is and they still maintain that we could possibly put another well near our wellfield. Mayor Gerdes added they basically said you could move 50 feet and get something new, and Fisher added we are not going to count it out. Pascoe asked for a timeline and Fisher answered we just received the list of locations this afternoon, then we will start making the phone calls and see if they will allow us to do that, then we do the test holes, and then the process depends on the contractor.

Fisher stated we have 7 active wells pumping water for the City. Fisher stated the Mayor asked Whyman to slow down all the well pumps to 80% but there are 2 pumps that cannot be slowed to that level: Well 5 and 4. Well 5 cannot be slowed because it doesn't have a VFD on it and has to run at 100% and Well 4 didn't function as it needed to at 80% so Whyman sped it back up to 90% and it is functioning fine. Fisher

advised slowing the wells has caused pumping levels to come up quite a bit but did not change the static levels, or the everyday level of the water table. The pump run times are longer, but not doubled, and right now we are pumping an average of 415,000 gallons per day from the 7 wells. Gerdes stated all the wells are basically 2 feet below the static level of where they were last January, as are the monitoring wells, so they're trending down. Fisher stated when we were talking about well siting, they took the report of the levels of monitoring wells and other wells in the area to DNR and everything is down, related to the drought. Fisher stated the Well Maintenance Project contracted with Layne Christiansen has not started yet.

Fisher provided updates on the Fire Department. The Suburban Fire District is supposed to be working on a request letter to the City to join the Suburban Fire District and they are also working with the CPA to go over budgetary requirements. Council Member Hummel questioned if we are just comfortable with not doing anything and letting the fire department and fire station suffer while supposedly the Rural Fire Board might be doing something. Mayor Gerdes stated the rural is doing something and Suburban Fire District President Dames assured me they are doing something. Hummel stated I am tired of excuses on why something hasn't gotten done—we could still be moving forward with building plans on the new fire station with available sales tax money and involve Dames. Hummel advised the City has spoken and we are just choosing to turn our backs on the men and women that volunteer for us.

Fisher provided updates on the Aquatic Center. Fisher stated Parks and Recreation Director Murrell continues to work with Carrothers and their sub-contractors. They have the gates installed on the surge pit. Protection covers are being added to the bases of the shade structures to prevent rust and protect people's feet when they are walking by. The electrical contractor is working on the deck lighting. We had a meeting with City Arborist Justin Evertson the other day and he and Sarah Buckley, who are both from the Nebraska Forest Service are going to help us to apply for a grant for the drainage area on the east side of the chemical building to do some plantings to keep the erosion from going away over there because that area stays wet over there all the time and to build some pollinator type of landscape in that area.

Consideration of agreements with One Billing Solutions (OBS) to provide Emergency Medical and Fire Billing Services for the Waverly Emergency Services, authorizing the mayor to sign all necessary documents and to give notice of termination to Quick Med Claims.

Council Member Pascoe moved to approve agreements with One Billing Solutions (OBS) to provide Emergency Medical and Fire Billing Services for the Waverly Emergency Services, authorizing the mayor to sign all necessary documents and to give notice of termination to Quick Med Claims. Council Member Hummel seconded the motion.

Hummel asked if the fire department is all in favor of this. Emergency Services Coordinator Hoffman stated One Billing Solutions will provide better customer service and will reduce a lot of confusion with patients who are sending their payment back to an Omaha address versus a Pennsylvania address. The new billing company will actually have a live person to talk to instead of getting assistance through email, and the rates are the same.

The following Council Members voted "YEA": Hummel, Jespersen, and Pascoe. The following Council Members voted "NAY": None. Motion carried. 3-0.

COMMITTEE REPORTS

Human Services (Park & Recreation): Council Member Jespersen

Council Member Jespersen reported the crew has been out on snow patrol in the parks and moving it as necessary. Adult Coed Indoor Volleyball starts tomorrow night at the middle school. Adult Basketball sign-ups as well as youth soccer and softball/baseball sign-ups are still going on. We are getting field requests for this summer, so that is filling up quickly. They work with the pool manager every couple of weeks to go over this summer plans to make sure everything runs smoothly as we head toward our first

full summer with the Aquatic Center.

Public Works (Utilities & Street): Council Member Nielson

City Administrator Fisher reported they have been making repairs to the salt brine applicator, just in time for the snow and they salted the main streets on December 26. They've been working on preventative maintenance checks for all of the other equipment over the month. People have been able to dispose of their live Christmas trees up at the shop and they have been working on hauling those out. They did snow removal route training with the new employees. They worked on the repair of the engine hood of the old Toro mower, which was the parks old mower and has now become the street departments new mower. They turned the speed down on the wells and plowed snow on Monday January 8 and Tuesday January 9. Lancaster County will be starting on the Ash Hollow Channel Project here soon. Mayor Gerdes stated there was a new public works employee that started one week ago on Tuesday. Council Member Pascoe stated our streets look amazing and everyone has done a great job.

Public Health (Fire & Safety): Council Member Pascoe

Fire Chief Rains shared Waverly 61 is back so hopefully that should be all fixed 100% now. The graphics were put on just yesterday and we got it back today. Rains reported the fire/rescue department had a good CPR training last night. Emergency Services Coordinator Hoffman provided an update on the ambulance, Waverly 11, stating they are working on connecting the cabs of patient module, separating off the HVAC with the compressor on that, and still shooting for February 1 but not guaranteeing it.

Fiscal and Economic Development: Council Member Hummel

Council Member Hummel reported we have our first CRA meeting on January 18 so that will be the initial meeting so that's awesome. The Mexican restaurant submitted for their liquor license that will be hopefully on the next council agenda we will be voting on their liquor license, and in February they should be opening. Mayor Gerdes stated the school facilities meeting is tomorrow night at 7:00 p.m. and Hummel stated this is regarding their bond issue.

City Administrator Fisher

No report given.

ADJOURNMENT

Council Member Pascoe moved to adjourn the meeting at 6:28 p.m. Council Member Jespersen seconded the motion.

The following Council Members voted "YEA": Jespersen, Pascoe, and Hummel. The following Council Members voted "NAY": None. Motion carried. 3-0.

William D. Gerdes, Mayor

Megan K. Frye, City Clerk/Deputy Treasurer

Claims for Payment: January 10th - 23rd, 2024

Group A			
Vendor	Description	Amount	Date Paid
ADP FEES	Payroll Fees	\$ 115.95	1/19/2024
ADP FEES	Payroll Fees	\$ 65.55	1/26/2024
ADP Payroll	Payroll	\$ 39,098.68	1/26/2024
ASPEN BUILDERS, INC	Refund-Permit 22-053	\$ 915.00	
BLUE CROSS BLUE SHIELD NE	Health Insurance	\$ 15,154.42	2/1/2024
BROOK RUHTER-ENGELHARDT	Adult basketball league refund	\$ 75.00	
CARQUEST AUTO PARTS	F-350 plow repair	\$ 37.71	
CORE & MAIN	Meter & Readout Purchase	\$ 2,325.80	
DEARBORN NATIONAL	Life & AD&D Insurance	\$ 107.40	
DELTA DENTAL OF NEBRASKA	Dental Insurance	\$ 785.23	
Frontier	Diesel, ruby fieldmaster	\$ 279.01	
GRAINGER	Diesel fuel supplement, hand warmers	\$ 110.23	
Hills Signs	Reflective car plates	\$ 244.50	
Hometown Leasing	Fire department copier	\$ 71.48	
JAY MARTIN	Adult basketball league refund	\$ 75.00	
JOHN HANCOCK USA	Retirement	\$ 3,483.56	1/26/2024
Lancaster County Mutual Aid	Annual Mutual Aid Dues-2024	\$ 100.00	
Lancaster County Treasurer	Property Tax Refund - TIF F	\$ 16,813.06	
LANCASTER COUNTY ENGINEERING	Engineering Service-Ash Hollow	\$ 319,249.67	
LIFE-ASSIST, INC.	Medical Supplies	\$ 107.10	
MENARDS-LINCOLN NORTH	Alum.angle, fiberglass repair kit, screwdriver set, phone splice	\$ 179.20	
Mike Palm	Rock salt/ice melt	\$ 15.98	
NADIA KOVAL	Cleaning Service	\$ 399.30	
NEBRASKA DEPT OF REVENUE	Lottery Tax	\$ 13,439.00	
OLSSON	Well #7 Rehabilitation, Hydrogeologic Assessment-Wells	\$ 8,127.08	
S & L TRENCHING LLC	Water main repair 14630 Oak Lane & 14321 Danvers St.	\$ 7,650.00	
Sapp Bros. Inc. - Lincoln	Hydraulic oil	\$ 70.25	
SCHEMMER ASSOCIATES INC.	Quiet Zone Reaffirmation	\$ 2,175.00	
U. S. POSTMASTER	Stamps/Postage	\$ 297.60	
UNION BANK & TRUST CO.	HSA Accounts	\$ 2,750.00	2/1/2024
VERIZON WIRELESS	Phone Service	\$ 359.76	
WINDSTREAM	Phone Service	\$ 939.93	1/24/2024
WINDSTREAM	Phone Service-Fire	\$ 256.01	1/24/2024
Casey's	Fire department debit card purchase - lunch for PHTLS class	\$ 56.89	
	Claims Group A Total	\$ 435,930.35	

William D. Gerdes, Mayor

Cheris Cadwell, City Treasurer/Deputy Clerk

received 1-16-24 (C)

City of Waverly
December, 2023

Gross Sales

Waverly \$ 278,960.08

Gross Sales 100.00% \$ 278,960.08

Prizes (Payouts)

Waverly

Prizes (Payouts) 77.3201% \$215,692.18

Operator Commission 12.0000% \$33,475.21

City Share 10.2283% \$28,533.00

Uncollected Winnings 0.4516% \$1,259.69

Interest \$10.28

Total to city \$29,802.97

YTD SALES \$ 671,927.05
City 7%min earned YTD \$47,034.89
Paid YTD \$59,704.61
Due City (\$12,669.72)

Sales Tax Collections: sales tax earned two months prior--shown as month paid to City

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
January		\$32,992.14	\$29,189.49	\$29,531.36	\$32,688.55	\$32,284.36	\$33,172.54	\$46,014.14	\$41,917.94	\$46,648.43	\$90,625.85	\$103,786.45	\$105,194.37	\$104,708.89		
February		\$29,537.64	\$30,246.77	\$64,480.25	\$36,940.26	\$41,698.05	\$41,692.99	\$60,599.43	\$46,095.47	\$54,122.85	\$109,289.36	\$116,586.73	\$131,852.76			
March		\$26,920.56	\$26,887.71	\$30,457.12	\$35,161.97	\$35,290.80	\$40,821.47	\$40,219.57	\$42,933.14	\$42,610.56	\$75,928.93	\$99,352.41	\$95,771.88			
April		\$28,796.53	\$28,137.26	\$29,420.11	\$29,176.72	\$30,227.87	\$34,683.45	\$41,461.95	\$34,740.53	\$47,940.60	\$77,700.69	\$111,903.31	\$97,168.62			
May	\$8.24	\$35,288.09	\$34,362.26	\$34,621.55	\$31,802.05	\$39,108.51	\$43,465.17	\$52,003.47	\$47,233.51	\$44,064.34	\$93,473.57	\$97,854.57	\$101,491.84			
June	\$21,243.02	\$32,198.24	\$28,426.22	\$38,672.07	\$31,794.65	\$33,427.73	\$40,781.58	\$45,768.13	\$41,378.54	\$52,572.46	\$99,944.43	\$95,376.36	\$111,660.31			
July	\$25,244.63	\$30,457.75	\$31,952.30	\$39,768.61	\$43,691.63	\$5,327.24	\$45,632.90	\$50,294.37	\$52,805.83	\$45,600.18	\$98,328.54	\$100,142.61	\$106,592.60			
August	\$29,839.16	\$36,192.83	\$33,585.11	\$32,131.22	\$31,226.35	\$44,897.74	\$48,886.02	\$51,641.21	\$50,411.52	\$59,379.70	\$107,707.62	\$121,477.70	\$130,326.31			
September	\$30,988.54	\$37,130.93	\$34,002.03	\$41,645.33	\$49,711.78	\$36,561.46	\$41,391.36	\$42,353.80	\$50,953.89	\$67,428.76	\$99,848.37	\$104,395.19	\$103,737.29			
October	\$29,229.16	\$36,993.71	\$38,297.05	\$35,077.10	\$36,328.32	\$39,165.85	\$45,678.64	\$52,076.81	\$57,694.98	\$55,385.72	\$99,986.54	\$119,671.73	\$114,754.32			
November	\$29,346.34	\$32,505.44	\$41,745.15	\$37,159.48	\$36,419.27	\$47,264.28	\$50,944.62	\$42,158.82	\$58,477.36	\$56,647.46	\$118,010.17	\$109,006.57	\$102,350.94			
December	\$27,622.05	\$29,632.44	\$17,238.71	\$32,581.21	\$22,368.15	\$35,162.51	\$48,520.21	\$45,481.83	\$45,307.48	\$90,445.57	\$87,009.84	\$14,777.74	\$102,439.75			
Total Year	\$193,521.14	\$388,646.30	\$374,070.06	\$445,545.41	\$417,309.70	\$420,416.40	\$515,670.95	\$570,073.53	\$569,950.19	\$662,846.63	\$1,157,853.91	\$1,194,331.37	\$1,303,340.99	\$104,708.89	\$69,805.96	\$34,902.93
Monthly Ave	\$24,190.14	\$32,387.19	\$31,172.51	\$37,128.78	\$34,775.81	\$35,034.70	\$42,972.58	\$47,506.13	\$47,495.85	\$55,237.22	\$96,487.83	\$99,527.61	\$108,611.75	\$104,708.89		

Tax Year	Tax Month	Sales and Use Tax***	Consumers Use Tax	Current Month's Refunds	Administration Fee	Paid to City	Motor Vehicle Sales Tax
2011	MARCH	8.5	0	0	-0.26	8.24	0
2011	APRIL	15,415.21	6,484.81	0	-657	21,243.02	1,823.27
2011	MAY	21,667.75	4,357.64	0	-780.76	25,244.63	5,788.37
2011	JUNE	23,301.52	7,460.50	0	-922.86	29,839.16	4,130.36
2011	JULY	27,421.51	4,525.44	0	-958.41	30,988.54	7,386.23
2011	AUGUST	24,815.25	5,317.90	0	-903.99	29,229.16	6,051.95
2011	SEPTEMBER	25,308.28	4,945.68	0	-907.62	29,346.34	7,157.20
2011	OCTOBER	22,134.06	6,342.28	0	-854.29	27,622.05	4,587.09
2011	NOVEMBER	27,617.00	6,421.31	-25.79	-1,020.38	32,992.14	4,160.86
2011	DECEMBER	23,244.46	7,206.72	0	-913.54	29,537.64	4,359.71
2012	JANUARY	23,359.89	4,393.26	0	-832.59	26,920.56	6,780.83
2012	FEBRUARY	25,526.98	4,160.16	0	-890.61	28,796.53	8,674.90
2012	MARCH	28,559.75	7,902.92	-83.2	-1,091.38	35,288.09	8,671.84
2012	APRIL	23,623.05	9,574.34	-3.33	-995.82	32,198.24	6,178.25
2012	MAY	24,541.36	6,858.38	0	-941.99	30,457.75	5,172.52
2012	JUNE	27,549.48	10,143.28	-380.56	-1,119.37	36,192.83	9,538.15
2012	JULY	27,301.79	10,978.30	-0.78	-1,148.38	37,130.93	5,693.49
2012	AUGUST	30,506.45	7,633.26	-1.86	-1,144.14	36,993.71	9,079.62
2012	SEPTEMBER	24,745.01	8,767.26	-1.51	-1,005.32	32,505.44	4,169.41
2012	OCTOBER	24,429.85	6,119.06	0	-916.47	29,632.44	6,285.49
2012	NOVEMBER	26,792.27	3,318.20	-18.21	-902.77	29,189.49	6,440.89
2012	DECEMBER	27,459.37	3,722.87	0	-935.47	30,246.77	7,076.74
2013	JANUARY	24,879.70	2,889.59	-50	-831.58	26,887.71	5,370.87
2013	FEBRUARY	26,724.12	2,283.36	0	-870.22	28,137.26	3,988.43
2013	MARCH	33,193.18	2,231.83	0	-1,062.75	34,362.26	5,453.53
2013	APRIL	27,197.57	2,107.81	0	-879.16	28,426.22	5,843.58
2013	MAY	30,628.60	2,317.08	-5.16	-988.22	31,952.30	6,412.37
2013	JUNE	29,122.78	7,593.00	-2,091.96	-1,038.71	33,585.11	9,349.84
2013	JULY	32,833.59	2,223.69	-3.64	-1,051.61	34,002.03	7,990.33
2013	AUGUST	36,291.13	3,233.44	-43.08	-1,184.44	38,297.05	15,073.10
2013	SEPTEMBER	34,347.27	8,688.97	0	-1,291.09	41,745.15	11,463.13
2013	OCTOBER	30,797.91	3,943.10	-16,969.14	-533.16	17,238.71	4,370.31
2013	NOVEMBER	29,408.36	1,036.34	0	-913.34	29,531.36	8,019.80
2013	DECEMBER	61,359.57	5,114.91	0	-1,994.23	64,480.25	9,177.12
2014	JANUARY	30,017.85	1,385.43	-4.19	-941.97	30,457.12	4,790.19
2014	FEBRUARY	31,594.51	2,426.46	-3,690.96	-909.9	29,420.11	7,156.77
2014	MARCH	32,421.02	3,271.30	0	-1,070.77	34,621.55	6,011.56
2014	APRIL	33,181.11	6,687.00	0	-1,196.04	38,672.07	8,966.34

2014	MAY	36,039.59	4,958.98	0	-1,229.96	39,768.61	6,281.78
2014	JUNE	30,408.84	3,528.21	-812.08	-993.75	32,131.22	6,908.98
2014	JULY	38,778.88	4,319.77	-165.32	-1,288.00	41,645.33	10,423.14
2014	AUGUST	37,204.63	-1,042.67	0	-1,084.86	35,077.10	12,752.23
2014	SEPTEMBER	35,673.34	2,635.40	0	-1,149.26	37,159.48	6,890.30
2014	OCTOBER	32,755.32	1,097.64	-264.08	-1,007.67	32,581.21	6,242.33
2014	NOVEMBER	29,758.71	4,197.54	-256.71	-1,010.99	32,688.55	7,173.36
2014	DECEMBER	36,212.81	2,697.68	-827.75	-1,142.48	36,940.26	9,673.81
2015	JANUARY	31,430.17	4,819.28	0	-1,087.48	35,161.97	7,641.40
2015	FEBRUARY	28,073.66	2,005.43	0	-902.37	29,176.72	7,068.34
2015	MARCH	30,523.36	3,514.71	-1,252.45	-983.57	31,802.05	7,207.36
2015	APRIL	30,654.89	2,529.75	-406.65	-983.34	31,794.65	7,116.77
2015	MAY	39,248.01	5,794.91	0	-1,351.29	43,691.63	9,533.30
2015	JUNE	31,312.06	4,469.40	-3,589.35	-965.76	31,226.35	6,797.96
2015	JULY	37,820.92	13,511.27	-82.93	-1,537.48	49,711.78	10,182.40
2015	AUGUST	32,702.13	4,749.75	0	-1,123.56	36,328.32	8,532.32
2015	SEPTEMBER	34,772.93	2,776.84	-4.13	-1,126.37	36,419.27	7,182.17
2015	OCTOBER	32,438.30	3,694.75	-13,073.10	-691.8	22,368.15	8,275.22
2015	NOVEMBER	26,484.79	6,798.06	0	-998.49	32,284.36	5,183.27
2015	DECEMBER	35,027.68	8,361.67	-401.67	-1,289.63	41,698.05	5,382.21
2016	JANUARY	34,494.33	1,887.94	0	-1,091.47	35,290.80	7,568.79
2016	FEBRUARY	30,867.40	1,608.14	-1,312.79	-934.88	30,227.87	5,103.29
2016	MARCH	34,681.29	5,691.40	-54.64	-1,209.54	39,108.51	8,511.11
2016	APRIL	32,367.40	2,094.18	0	-1,033.85	33,427.73	6,657.25
2016	MAY	32,517.30	7,487.50	-34,512.80	-164.76	5,327.24	6,533.37
2016	JUNE	38,735.52	7,550.81	0	-1,388.59	44,897.74	9,915.06
2016	JULY	34,322.24	3,484.90	-114.91	-1,130.77	36,561.46	7,592.47
2016	AUGUST	36,751.30	3,824.29	-198.42	-1,211.32	39,165.85	7,313.30
2016	SEPTEMBER	42,023.77	6,704.04	-1.75	-1,461.78	47,264.28	8,791.01
2016	OCTOBER	34,633.96	1,616.05	0	-1,087.50	35,162.51	6,679.20
2016	NOVEMBER	32,423.73	1,774.77	0	-1,025.96	33,172.54	6,436.16
2016	DECEMBER	37,251.12	6,031.09	-299.75	-1,289.47	41,692.99	4,876.80
2017	JANUARY	33,469.65	8,614.34	0	-1,262.52	40,821.47	6,863.48
2017	FEBRUARY	33,713.45	2,042.68	0	-1,072.68	34,683.45	6,736.48
2017	MARCH	42,760.85	3,282.76	-1,234.16	-1,344.28	43,465.17	9,149.62
2017	APRIL	41,358.64	1,773.97	-1,089.74	-1,261.29	40,781.58	7,983.03
2017	MAY	43,807.66	3,357.01	-120.44	-1,411.33	45,632.90	11,624.63
2017	JUNE	43,258.55	7,245.94	-106.53	-1,511.94	48,886.02	9,277.24
2017	JULY	40,577.27	3,157.72	-1,063.48	-1,280.15	41,391.36	6,598.62
2017	AUGUST	41,702.65	5,463.01	-74.28	-1,412.74	45,678.64	10,427.95

2017	SEPTEMBER	50,678.98	2,160.87	-319.62	-1,575.61	50,944.62	13,695.11
2017	OCTOBER	41,192.29	8,828.54	0	-1,500.62	48,520.21	7,569.74
2017	NOVEMBER	43,767.24	5,067.77	-1,397.75	-1,423.12	46,014.14	7,294.89
2017	DECEMBER	53,503.31	8,970.33	0	-1,874.21	60,599.43	8,982.34
2018	JANUARY	40,067.17	1,396.30	0	-1,243.90	40,219.57	8,010.64
2018	FEBRUARY	38,328.66	4,632.29	-216.67	-1,282.33	41,461.95	4,361.85
2018	MARCH	44,653.78	8,958.04	0	-1,608.35	52,003.47	7,890.18
2018	APRIL	43,637.34	3,546.30	0	-1,415.51	45,768.13	7,859.35
2018	MAY	49,767.39	3,104.94	-1,022.46	-1,555.50	50,294.37	9,463.96
2018	JUNE	43,510.52	10,623.77	-895.93	-1,597.15	51,641.21	6,832.18
2018	JULY	42,122.29	1,937.52	-396.1	-1,309.91	42,353.80	5,827.99
2018	AUGUST	50,970.75	2,716.68	0	-1,610.62	52,076.81	13,293.29
2018	SEPTEMBER	39,643.73	3,818.97	0	-1,303.88	42,158.82	6,262.15
2018	OCTOBER	43,991.20	2,897.28	0	-1,406.65	45,481.83	7,533.17
2018	NOVEMBER	44,139.20	4,058.28	-4,983.11	-1,296.43	41,917.94	7,449.37
2018	DECEMBER	43,301.31	4,219.79	0	-1,425.63	46,095.47	8,658.42
2019	JANUARY	41,778.46	2,831.79	-349.28	-1,327.83	42,933.14	8,634.39
2019	FEBRUARY	37,753.03	2,595.61	-4,533.66	-1,074.45	34,740.53	4,058.98
2019	MARCH	45,207.29	3,487.95	-0.9	-1,460.83	47,233.51	8,965.99
2019	APRIL	41,931.04	1,671.25	-944	-1,279.75	41,378.54	7,105.21
2019	MAY	50,371.66	4,608.31	-540.97	-1,633.17	52,805.83	15,575.91
2019	JUNE	47,239.73	4,730.91	0	-1,559.12	50,411.52	6,902.70
2019	JULY	52,092.06	3,821.66	-3,383.94	-1,575.89	50,953.89	9,424.54
2019	AUGUST	47,578.92	11,900.44	0	-1,784.38	57,694.98	7,477.22
2019	SEPTEMBER	53,124.03	7,130.98	0	-1,807.65	58,447.36	11,382.61
2019	OCTOBER	43,090.84	4,687.33	-1,069.43	-1,401.26	45,307.48	8,105.56
2019	NOVEMBER	44,966.28	3,124.88	0	-1,442.73	46,648.43	8,702.34
2019	DECEMBER	51,145.06	4,651.69	0	-1,673.90	54,122.85	7,878.82
2020	JANUARY	42,943.97	1,004.86	-20.42	-1,317.85	42,610.56	8,420.51
2020	FEBRUARY	43,897.77	5,525.53	0	-1,482.70	47,940.60	6,559.23
2020	MARCH	42,056.98	3,509.49	-139.32	-1,362.81	44,064.34	7,372.41
2020	APRIL	41,704.64	12,631.43	-137.66	-1,625.95	52,572.46	2,409.46
2020	MAY	43,803.00	3,207.49	0	-1,410.31	45,600.18	4,510.43
2020	JUNE	55,131.98	6,084.21	0	-1,836.49	59,379.70	12,180.94
2020	JULY	66,198.05	3,798.16	-482.02	-2,085.43	67,428.76	18,066.18
2020	AUGUST	54,937.26	2,161.42	0	-1,712.96	55,385.72	11,556.38
2020	SEPTEMBER	56,125.69	2,273.75	0	-1,751.98	56,647.46	9,608.01
2020	OCTOBER	89,776.04	3,466.82	0	-2,797.29	90,445.57	18,153.45
2020	NOVEMBER	86,949.10	6,479.61	0	-2,802.86	90,625.85	21,547.71
2020	DECEMBER	108,576.77	4,092.67	0	-3,380.08	109,289.36	23,446.26

2021	JANUARY	74,598.19	4,558.11	-879.05	-2,348.32	75,928.93	13,386.75
2021	FEBRUARY	72,896.15	7,312.07	-104.42	-2,403.11	77,700.69	12,505.52
2021	MARCH	93,083.13	3,284.28	-2.9	-2,890.94	93,473.57	14,828.07
2021	APRIL	98,712.24	5,293.21	-969.96	-3,091.06	99,944.43	23,661.01
2021	MAY	97,187.83	4,222.15	-40.35	-3,041.09	98,328.54	25,823.99
2021	JUNE	108,982.91	2,055.87	0	-3,331.16	107,707.62	29,613.97
2021	JULY	95,408.95	7,528.82	-1.31	-3,088.09	99,848.37	18,159.99
2021	AUGUST	99,081.53	3,997.38	0	-3,092.37	99,986.54	19,045.36
2021	SEPTEMBER	95,169.14	26,490.83	0	-3,649.80	118,010.17	14,982.49
2021	OCTOBER	84,890.49	4,810.38	0	-2,691.03	87,009.84	9,257.17
2021	NOVEMBER	99,432.30	7,571.35	-7.31	-3,209.89	103,786.45	13,258.56
2021	DECEMBER	117,320.03	2,872.48	0	-3,605.78	116,586.73	20,511.17
2022	JANUARY	94,993.99	7,431.17	0	-3,072.75	99,352.41	16,055.01
2022	FEBRUARY	100,863.32	14,500.92	0	-3,460.93	111,903.31	31,073.57
2022	MARCH	95,600.01	5,280.99	0	-3,026.43	97,854.57	16,791.29
2022	APRIL	98,630.99	5,313.40	-5,618.25	-2,949.78	95,376.36	18,250.98
2022	MAY	96,913.50	6,326.30	0	-3,097.19	100,142.61	22,080.80
2022	JUNE	119,936.26	5,303.56	-5.08	-3,757.04	121,477.70	35,999.23
2022	JULY	110,599.83	6,739.12	-9,715.04	-3,228.72	104,395.19	25,964.36
2022	AUGUST	115,315.14	8,057.78	0	-3,701.19	119,671.73	24,717.82
2022	SEPTEMBER	107,091.76	5,286.15	0	-3,371.34	109,006.57	20,853.84
2022	OCTOBER	97,831.00	6,146.73	-88,742.95	-457.04	14,777.74	17,684.55
2022	NOVEMBER	103,147.49	5,303.92	-3.61	-3,253.43	105,194.37	14,413.06
2022	DECEMBER	126,213.66	9,717.02	0.00	-4,077.92	131,852.76	19,582.54
2023	JANUARY	99,931.16	4,540.54	-5,737.80	-2,926.02	95,771.88	16,309.36
2023	FEBRUARY	92,450.77	7,723.06	0.00	-3,005.21	97,168.62	17,766.17
2023	MARCH	104,088.00	5,851.20	-5,308.44	-3,138.92	101,491.84	19,821.37
2023	APRIL	107,671.13	7,442.59	0.00	3,453.41	111,660.31	22,676.53
2023	MAY	99,774.64	10,985.95	-871.31	-3,296.68	106,592.60	15,819.03
2023	JUNE	116,964.50	17,405.68	-13.16	-4,030.71	130,326.31	34,107.82
2023	JULY	90,489.34	16,652.84	-196.52	-3,208.37	103,737.29	20,060.61
2023	AUGUST	106,653.66	11,652.42	-2.66	-3,549.10	114,754.32	20,898.64
2023	SEPTEMBER	94,484.67	11,064.11	-32.35	-3,165.49	102,350.94	17,374.97
2023	OCTOBER	89,704.24	15,907.81	-4.06	-3,168.24	102,439.75	19,912.75
2024	NOVEMBER	97,589.16	14,908.49	-4,550.34	-3,238.42	104,708.89	21,411.40

City Council, City of Waverly
PO Box 14130 Lancashire
Waverly NE 68462

US Cellular
8410 W. Bryn Mawr Ave
Chicago IL 60631

REQUEST TO PLACE BURIED COMMUNICATIONS FACILITIES
ON PUBLIC RIGHT-OF-WAY WITHIN CORPORATE LIMITS
of the CITY of WAVERLY, NEBRASKA

US Cellular requests permission to place a fiber optic service drop at **9821 N 148th Street**.

The general location of the work being performed will be within the 12' wide utility easement, right outside the compound with direct burial of fiber and minimum installation depth of 3 feet for the fiber in the pullbox.

USCC to install fiber routing equipment in an existing USCC aux rack to utilize the existing 3" conduit, junction box and shelter penetration, and a proposed UPN Fiber handhole in the right of way to source fiber installation. USCC to also install (1) 3" conduit with (2) Mule tape between the handholes, (1) near the right of way within the existing easement, (1) 3" conduit with (3) 1" innerducts with pull string in each run from proposed USCC handholes to existing Telco cabinet. USCC will also be utilizing an existing 3" conduit from an existing USCC Telco cabinet inside the compound into the existing shelter.

The proposed communications facilities will be routed to avoid existing utilities or other obstructions as good engineering practices require in each situation and assume liability and expense for any repair/restoration work to original condition. US Cellular and its contractors will cooperate with Officials of the City of Waverly and keep them fully informed of all underground facility construction or maintenance work required in public right of way. After any such work, US Cellular or its contractors will restore road surfaces and other areas along the route disturbed by installation procedures. US Cellular also proposes to place and maintain the aforesaid communications facilities in public right-of-way at its own risk and expense.

The contractor will reach out to Mike Palm at [402-786-2312](tel:402-786-2312) with any issues. Please direct questions concerning this project to Brian Sutherland.

If you approve, sign below and return this form via email to: bssutherland@tepgroup.net

We hereby grant US Cellular permission to place and maintain the communications facilities at the location above and according to the procedure and conditions described in this document.

Signature: _____

Print Name and Title: William D. Gerdes, Mayor

Date: 1/23/2024

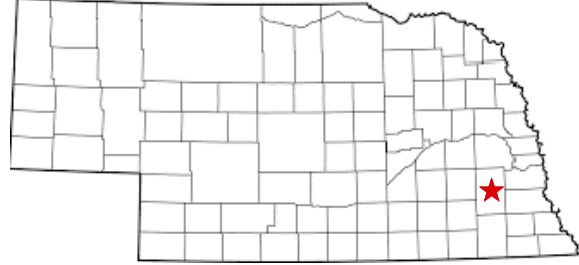
Person to be contacted prior to construction by US Cellular or contractor is:

Mike Palm, Zoning Administrator, at 402-786-2312

Name

Area Code and Number

STATE LOCATION



SITE LOCATION



SCOPE OF WORK

SHELTER SCOPE:

UPN FIBER TO INSTALL FIBER ROUTING EQUIPMENT (NID) IN EXISTING USCC AUX RACK. USCC TO UTILIZE EXISTING 3" CONDUIT, JUNCTION BOX AND SHELTER PENETRATION.

COMPOUND SCOPE:

PROPOSED UPN FIBER HH IN R.O.W. TO SOURCE FIBER INSTALLATION USCC TO INSTALL (1) 3" CONDUIT WITH (2) MULE TAPE BETWEEN HANDHOLES USCC TO INSTALL FIBER HANDHOLE NEAR R.O.W. WITHIN EXISTING EASEMENT. USCC TO INSTALL (1) 3" CONDUIT WITH (3) 1" INNERDUCTS WITH PULL STRING INSTALLED IN EACH RUN FROM PROPOSED USCC H.H. TO EXISTING TELCO CABINET. USCC TO UTILIZE EXISTING 3" CONDUIT FROM EXISTING USCC TELCO CABINET INSIDE COMPOUND INTO EXISTING SHELTER.

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

1. INTERNATIONAL BUILDING CODE, (2018 EDITION)
2. LOCAL BUILDING CODE
3. CITY/COUNTY ORDINANCES
4. NATIONAL ELECTRIC CODE, (2018 EDITION)
5. ANSI/TIA/EIA-222-H



FIBER INSTALLATION

SITE NAME:
WAVERLY

SITE NUMBER:
871307

SITE ADDRESS:
**9821 N 148TH STREET
WAVERLY, NE 68462
(LANCASTER COUNTY)**

INDEX OF SHEETS

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PROJECT INFORMATION

USCC SITE NAME: WAVERLY
PROJECT DESCRIPTION: FIBER INSTALLATION
SITE ADDRESS: 9821 N 148TH STREET
 WAVERLY, NE 68462
 (LANCASTER COUNTY)
JURISDICTION: CITY OF WAVERLY
PARCEL ID: 2421200017000
LATITUDE: N 40° 54' 27.49" *
 40.907417
LONGITUDE: W 96° 31' 16.48" *
 96.521083
GROUND ELEVATION: 1,151± (AMSL)**
 * INFORMATION PROVIDED USCC
 ** INFORMATION FROM GOOGLE EARTH
TOWER TYPE: 140' WATER TANK
ACCESS ISSUES: N/A
GATE COMBO: 1465



PROJECT TEAM

PROJECT CONTACT:
 NAME: U.S. CELLULAR CORPORATION
 ADDRESS: 8410 W. BRYN MAWR, SUITE 700
 CITY, STATE, ZIP: CHICAGO, IL 60631
 CONTACT: BRENT KENNEL
 PHONE: (918) 693-7021
SITE ACQUISITION:
 NAME: TOWER ENGINEERING PROFESSIONALS, INC.
 ADDRESS: 326 TRYON RD.
 CITY, STATE, ZIP: RALEIGH, NC 27603
 CONTACT: BRIAN SUTHERLAND
 PHONE: (615) 969-5061
TOWER OWNER:
 NAME: CITY OF WAVERLY
 ADDRESS: PO BOX 427
 CITY, STATE, ZIP: 14130 LANCASTER
 WAVERLY, NE 68462
CIVIL ENGINEER:
 NAME: TOWER ENGINEERING PROFESSIONALS, INC.
 ADDRESS: 326 TRYON ROAD
 CITY, STATE, ZIP: RALEIGH, NC 27603-3530
 CONTACT: ANDREW R. BERGLUND, P.E.
 PHONE: (919) 661-6351
UTILITIES:
 FIBER COMPANY: UPN FIBER
 CONTACT: TRAVIS HATCHER
 EMAIL: (816) 490-2013

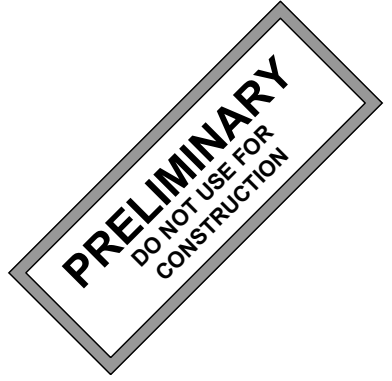
PLANS PREPARED FOR:

 8410 W. BRYN MAWR, SUITE 700
 CHICAGO, IL 60631
 (773) 399-8900

PROJECT INFORMATION:
**871307
 WAVERLY**
 9821 N 148TH STREET
 WAVERLY, NE 68462
 (LANCASTER COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 326 TRYON RD.
 RALEIGH, NC 27603
 OFFICE: (919) 661-6351
 www.tepgroup.net



REV	DATE	ISSUED FOR:
I	01-10-24	PRELIMINARY
O	11-02-23	PRELIMINARY

DRAWN BY: KRS CHECKED BY: PLE

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:	REVISION:
T-1	1
TEP#:	78988

1. ALL REFERENCES MADE TO OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED USCC OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF NEBRASKA
3. THE PROJECT SHALL BE DESIGNED IN ACCORDANCE WITH ANSI/TIA/EIA-222-H. THIS CONFORMS TO THE REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
4. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2018 EDITION.
5. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
6. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
7. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND IT'S COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
8. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. CONTRACTOR SHALL NOT SCALE CONTRACT DRAWINGS IN LIEU OF FIELD VERIFICATION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE PROCEDURES.
9. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE US CELLULAR PROJECT MANAGER.
12. BILL OF MATERIALS AND PART NUMBERS LISTED ON CONSTRUCTION DRAWINGS ARE INTENDED TO AID CONTRACTOR/OWNER. CONTRACTOR/OWNER SHALL VERIFY PARTS AND QUANTITIES WITH MANUFACTURER PRIOR TO BIDDING AND/OR ORDERING MATERIALS.
13. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
14. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE CONTRACTOR MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
15. THE CONTRACTOR SHALL REWORK (DRY, SCARIFY, ETC.) ALL MATERIAL NOT SUITABLE FOR SUBGRADE IN ITS PRESENT STATE. AFTER REWORKING, IF THE MATERIAL REMAINS UNSUITABLE, THE CONTRACTOR SHALL UNDERCUT THIS MATERIAL AND REPLACE WITH APPROVED MATERIAL. ALL SUBGRADES SHALL BE PROOFROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK PRIOR TO PAVING. ANY SOFT MATERIAL SHALL BE REWORKED OR REPLACED.
16. THE CONTRACTOR IS REQUIRED TO MAINTAIN ALL PIPES, DITCHES, AND OTHER DRAINAGE STRUCTURES FREE FROM OBSTRUCTION UNTIL WORK IS ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED BY FAILURE TO MAINTAIN DRAINAGE STRUCTURE IN OPERABLE CONDITION.
17. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
18. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.

19. ANY BUILDINGS ON THIS SITE ARE INTENDED TO SHELTER EQUIPMENT WHICH WILL ONLY BE PERIODICALLY MAINTAINED AND ARE NOT INTENDED FOR HUMAN OCCUPANCY.
20. TEMPORARY FACILITIES FOR PROTECTION OF TOOLS AND EQUIPMENT SHALL CONFORM TO LOCAL REGULATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
21. RENTAL CHARGES, SAFETY, PROTECTION AND MAINTENANCE OF RENTED EQUIPMENT SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
22. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL CARRY LIABILITY INSURANCE IN THE AMOUNTS AND FORM IN ACCORDANCE WITH US CELLULAR SPECIFICATIONS. CERTIFICATES DEMONSTRATING PROOF OF COVERAGE SHALL BE PROVIDED TO US CELLULAR PRIOR TO THE START OF THE WORK ON THE PROJECT.
23. THESE DOCUMENTS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. SAFETY, CARE OF ADJACENT PROPERTIES, AND COMPLIANCE WITH STATE AND FEDERAL REGULATIONS REGARDING SAFETY, SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
24. THE CONTRACTOR SHALL CONTACT ALL APPLICABLE UTILITY SERVICES TO VERIFY LOCATIONS OF EXISTING UTILITIES AND REQUIREMENTS FOR NEW UTILITY CONNECTIONS PRIOR TO EXCAVATING.
25. THE CONTRACTOR SHALL MAINTAIN THE JOB CLEAR OF TRASH AND DEBRIS. ALL WASTE MATERIALS SHALL BE REMOVED FROM THE SITE PRIOR TO SUBSTANTIAL COMPLETION AND PRIOR TO FINAL ACCEPTANCE. THE CONTRACTOR SHALL FURNISH ONE 55 GALLON BARREL, AND TRASH BAGS, AND SHALL REMOVE TRASH, DEBRIS, ETC., ON A DAILY BASIS.
26. COSTS FOR BUILDING PERMITS, LANDFILL TAXES, USE TAXES, SALES TAXES AND OTHER CHARGES RELATIVE TO CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE CONTRACT PRICE.
27. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL CONDITIONS PRIOR TO SUBMITTING HIS PROPOSAL. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER FOR FACILITIES/CONSTRUCTION.
28. THE CONTRACTOR SHALL GUARANTEE THE WORK PERFORMED ON THE PROJECT BY THE CONTRACTOR AND ANY OR ALL OF THE SUBCONTRACTORS WHO PERFORMED WORK FOR THE CONTRACTOR ON THIS PROJECT. THE GUARANTEE SHALL BE FOR A FULL YEAR FOLLOWING ISSUANCE OF THE FINAL PAYMENT OF RETAINAGE.

FIBER INSTALLATION NOTES:

1. A MINIMUM (1) 3" CONDUIT WITH (3) 1" INNERDUCTS WITH PULL STRING IN EACH RUN TO BE PLACED FROM THE PUBLIC ROW OR MEET POINT (TYPICALLY AN OSP PULLBOX OR HANDHOLE) TO THE CUSTOMER OWNED CABINET, EQUIPMENT OR SHELTER SPACE.
2. ON THE ENTRY POINT INTO THE CUSTOMER CABINET OR SHELTER, WE WILL NEED AT MINIMUM A 2" MOGUL LB OR A 2" SMART LB, OR AN 18" x 18" x 10" PULL BOX WILL NEED TO BE INSTALLED. ALL 90 DEGREE BENDS MUST BE "LONG RADIUS". A PULL BOX (24" x 6" DEEP) MUST BE INSTALLED AFTER THREE (3) 90 DEGREE BENDS ARE MADE (WHERE APPLICABLE SUCH AS INSIDE A BUILDING).
3. IF OSP FIBER WILL ROUTE INTERNALLY INSIDE A HUT OR SHELTER VS A CABINET, WE WILL NEED AN INTERIOR RATER 1.25" (MINIMUM) DUCT WITH PULLSTRING OR CABLE MANAGEMENT PATH PROVIDED TO ROUTE OUR CABLE TO THE EQUIPMENT AND RACK SPACE SELECTED. IF THE CABLE ROUTE IS MORE THAN 25', THIS WILL NEED TO BE A PLENUM RATED DUCT.
4. ALL ENTRY POINTS AND CONDUIT PATHS INTO THE LUMOS FIBER AND ELECTRONICS LOCATION NEED TO BE PROTECTED FROM RODENTS USING STANDARD PRACTICES SUCH AS STEEL WOOL.
5. THE CUSTOMER HANDOFF POINT WILL BE FROM A FDP PATCH PANEL. THE PATCH PANEL WILL BE EQUIPPED WITH SC PORTS WITH ASSIGNMENTS FOR EACH INDIVIDUAL CIRCUIT HANDOFF. CUSTOMER WILL BE RESPONSIBLE FOR RUNNING FIBER JUMPER TO LUMOS FDP PATCH PANEL.

PLANS PREPARED FOR:



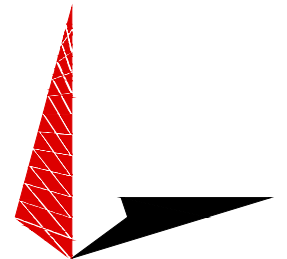
8410 W. BRYN MAWR, SUITE 700
CHICAGO, IL 60631
(773) 399-8900

PROJECT INFORMATION:

**871307
WAVERLY**

9821 N 148TH STREET
WAVERLY, NE 68462
(LANCASTER COUNTY)

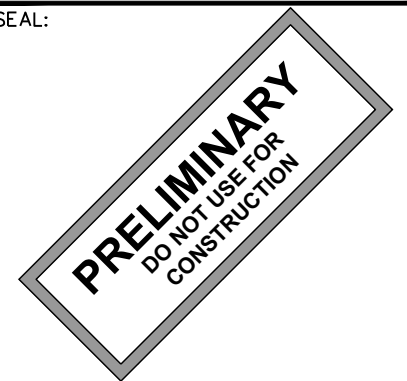
PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

326 TRYON RD.
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

SEAL:



I	01-10-24	PRELIMINARY
O	11-02-23	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: KRS CHECKED BY: PLE

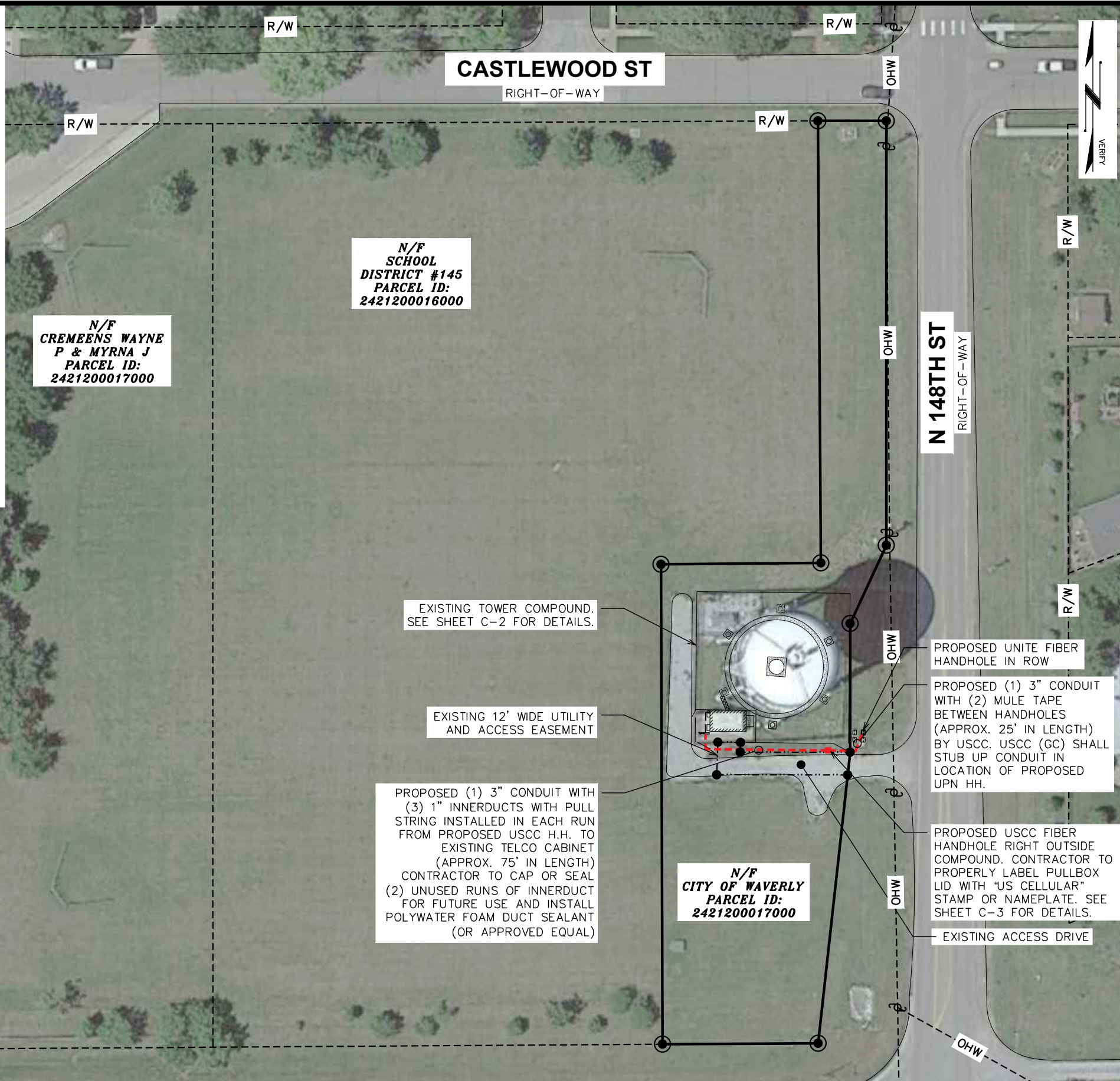
SHEET TITLE:

PROJECT NOTES

SHEET NUMBER: N-1	REVISION: 1
TEP#: 78988.871307	

NOTES:

1. SITE PLAN SHOWN BELOW TAKEN FROM INFORMATION PROVIDED BY LANCASTER COUNTY GIS. CONTRACTOR TO VERIFY ALL EXISTING INFORMATION IS AS INDICATED ON SITE PLAN. CONTRACTOR IS TO ESTABLISH THE EXISTENCE AND LOCATION OF ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES. IMMEDIATELY NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES.
2. EXISTING INFORMATION INDICATED ON THE SITE PLAN WAS REPRODUCED FROM MAPS TAKEN FROM LANCASTER COUNTY GIS. TEP DOES NOT GUARANTEE, OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR. THE INFORMATION SUPPLIED BY THE CUSTOMER WAS INCORPORATED FOR REFERENCE ONLY.
3. INSTALL GRADE-LEVEL PULLBOX AT ALL 90 DEGREE BENDS OUTSIDE OF COMPOUND & EVERY 300 FEET ALONG CONDUIT ROUTE AS NEEDED.
4. CONTRACTOR TO PROVIDE 1.25" INNERDUCT, TO BE ROUTED FROM THE SHELTER PENETRATION TO THE 19" RACK.
5. CONTRACTOR TO VERIFY LOCATION OF ALL EQUIPMENT INSIDE SHELTER AND ENSURE PROPOSED PENETRATION IS CLEAR PRIOR TO CONSTRUCTION.
6. WHEN TYING INTO EXISTING HANDHOLES, CONTRACTOR SHALL NOT BORE THROUGH SIDES OF HANDHOLE, CONDUIT SHALL ROUTE IN FROM BELOW.



PLANS PREPARED FOR:

8410 W. BRYN MAWR, SUITE 700
CHICAGO, IL 60631
(773) 399-8900

PROJECT INFORMATION:

**871307
WAVERLY**

9821 N 148TH STREET
WAVERLY, NE 68462
(LANCASTER COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON RD.
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OFFICE: (919) 661-6351
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SEAL:

REV	DATE	ISSUED FOR:
1	01-10-24	PRELIMINARY
0	11-02-23	PRELIMINARY

DRAWN BY: KRS CHECKED BY: PLE

SHEET TITLE:

AERIAL SITE PLAN

SHEET NUMBER: **C-1** REVISION: **1**

TEP#: 78988.871307

LEGEND

- EXIST. PROPERTY LINE
- - - - - ADJ. PROPERTY LINE
- ⊙ EXIST. UTILITY POLE
- ⊙ PROPERTY CORNER
- LEASE/EASE. CORNER
- /// EDGE OF PAVEMENT
- - - OHW - - - OVERHEAD WIRE
- - - R/W - - - RIGHT-OF-WAY
- X — CHAIN LINK FENCE
- ~ ~ ~ EXISTING TREE LINE

OVERALL SITE PLAN

SCALE: 1" = 60'



NOTES:

- EXISTING INFORMATION INDICATED ON THE SITE PLAN WAS REPRODUCED FROM DOCUMENTS PROVIDED BY US CELLULAR. TEP DOES NOT GUARANTEE, OR ENSURE THE PRECISION, ACCURACY, OR CORRECTNESS AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES, LOSS OF REVENUE, OR INJURY THAT MIGHT OCCUR.
- INSTALL GRADE-LEVEL PULLBOX AT ALL 90 DEGREE BENDS OUTSIDE OF COMPOUND & EVERY 300 FEET ALONG CONDUIT ROUTE AS NEEDED.
- CONTRACTOR TO PROVIDE 1.25" INNERDUCT, TO BE ROUTED FROM THE SHELTER PENETRATION TO THE 19" RACK.
- CONTRACTOR TO VERIFY LOCATION OF ALL EQUIPMENT INSIDE SHELTER AND ENSURE PROPOSED PENETRATION IS CLEAR PRIOR TO CONSTRUCTION.
- WHEN TYING INTO EXISTING HANDHOLES, CONTRACTOR SHALL NOT BORE THROUGH SIDES OF HANDHOLE, CONDUIT SHALL ROUTE IN FROM BELOW.
- 90 DEGREE CONDUIT TURNS SHALL BE A SWEEPING 90 DEGREE ELBOW.

PLANS PREPARED FOR:



8410 W. BRYN MAWR, SUITE 700
CHICAGO, IL 60631
(773) 399-8900

PROJECT INFORMATION:

**871307
WAVERLY**

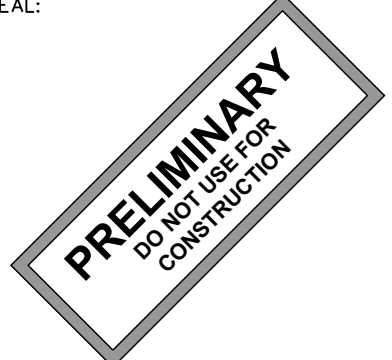
9821 N 148TH STREET
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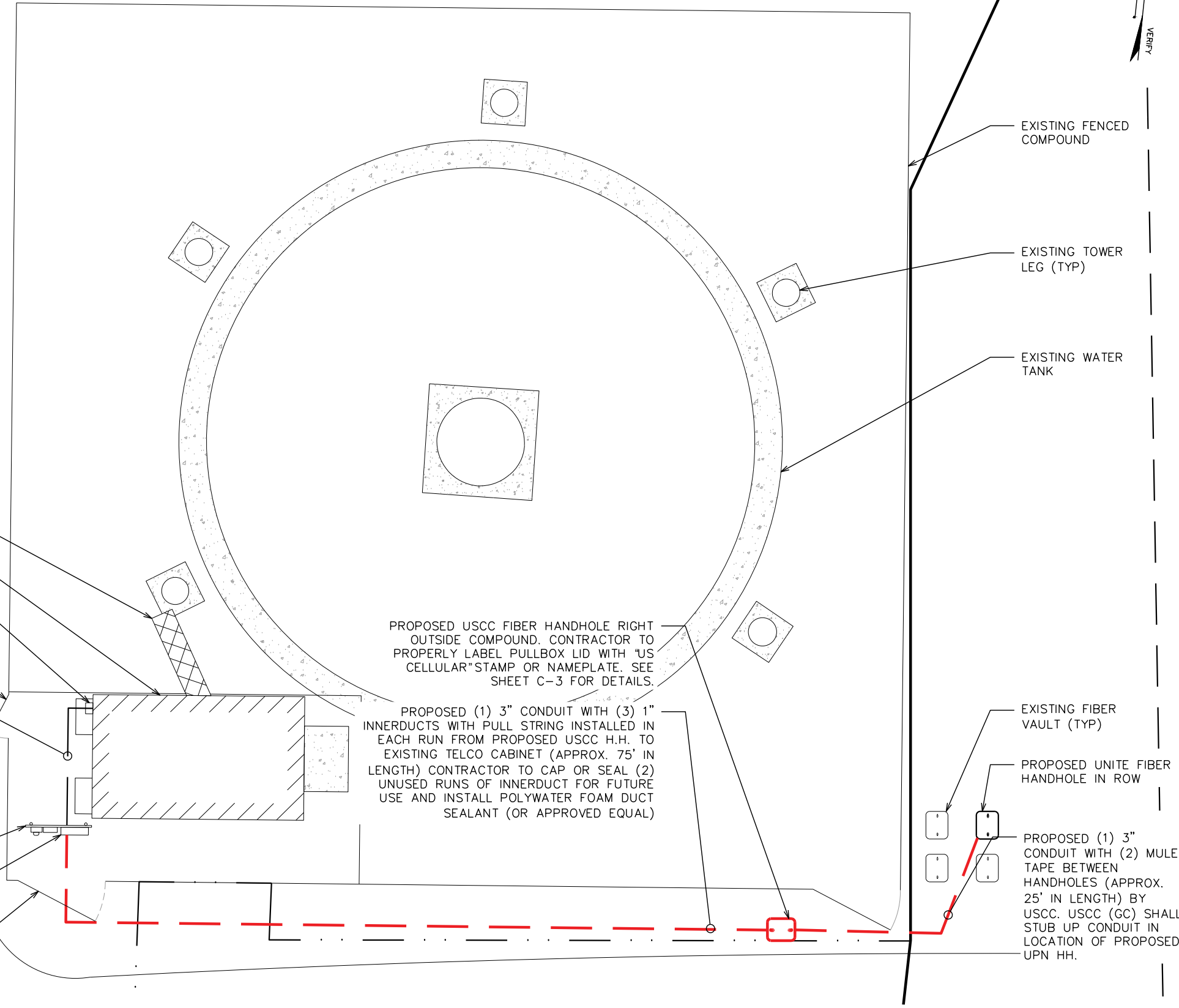
DRAWN BY: KRS CHECKED BY: PLE

SHEET TITLE:

COMPOUND LAYOUT

SHEET NUMBER: **C-2** REVISION: **1**

TEP#: 78988.871307



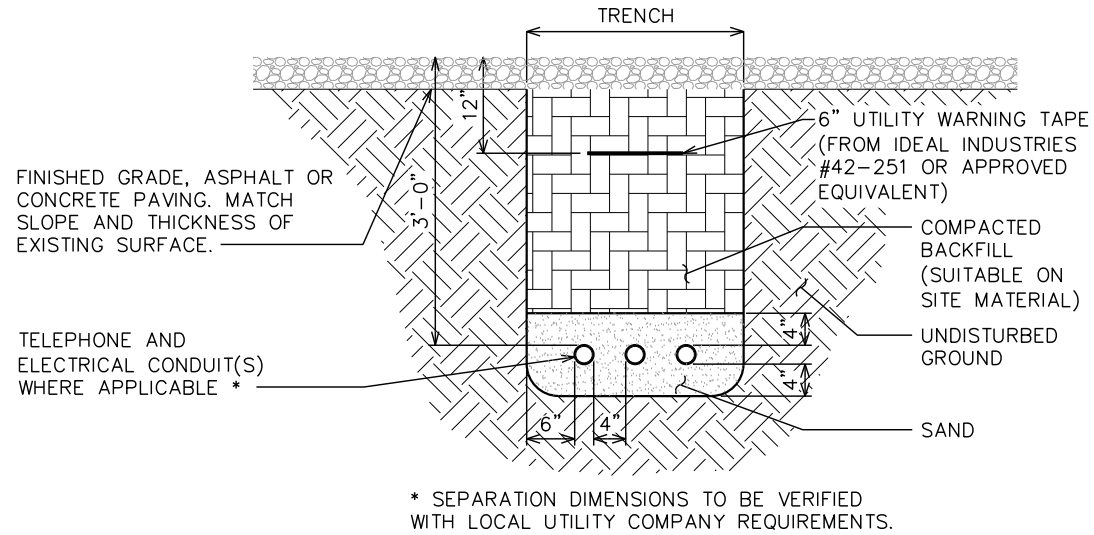
COMPOUND LAYOUT

SCALE: 3/32" = 1'-0"



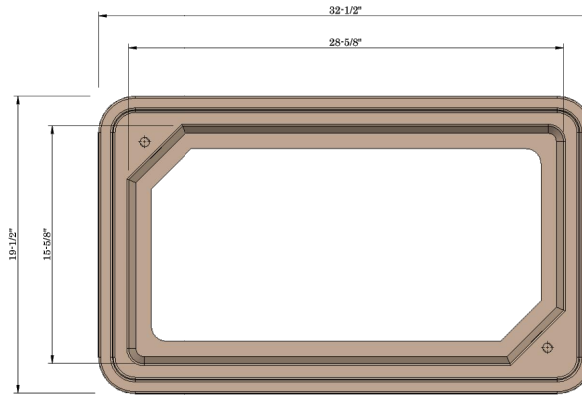
NOTES:

1. ACTUAL SEPARATION OF CONDUITS TO BE DETERMINED BY SITE SPECIFIC REQUIREMENTS.
2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
3. PROVIDE RGS CONDUIT AND ELBOWS AT STUB UP LOCATIONS (I.E. SERVICE POLES, EQUIPMENT, ETC.)
4. PROVIDE RGS CONDUIT FOR INSTALLATIONS BELOW PARKING LOTS AND ROADWAYS.

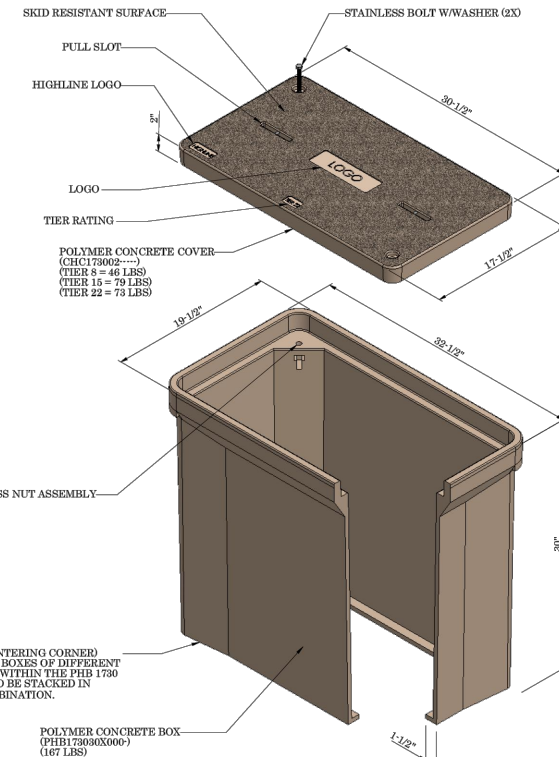


NOTES:

1. PULLBOX DETAILS BASED UPON DRAWING FILE PHA173030X0002 AND OTHER DOCUMENTATION PROVIDED BY MACLEAN POWER, L.L.C. CONTRACTOR TO REFERENCE FOR ORDERING AND ADDITIONAL DETAILS.
2. CONTRACTOR TO COORDINATE WITH MANUFACTURER AND PROPERLY LABEL PROPOSED PULLBOX LID WITH "US CELLULAR" STAMP OR NAMEPLATE
3. PRODUCT WEIGHTS ARE APPROXIMATE



TOP VIEW OF BOX



ISOMETRIC VIEW

PLANS PREPARED FOR:

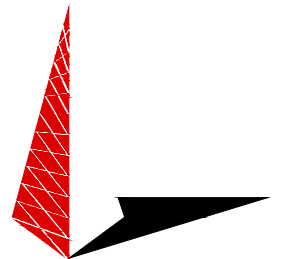


PROJECT INFORMATION:

**871307
WAVERLY**

9821 N 148TH STREET
WAVERLY, NE 68462
(LANCASTER COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

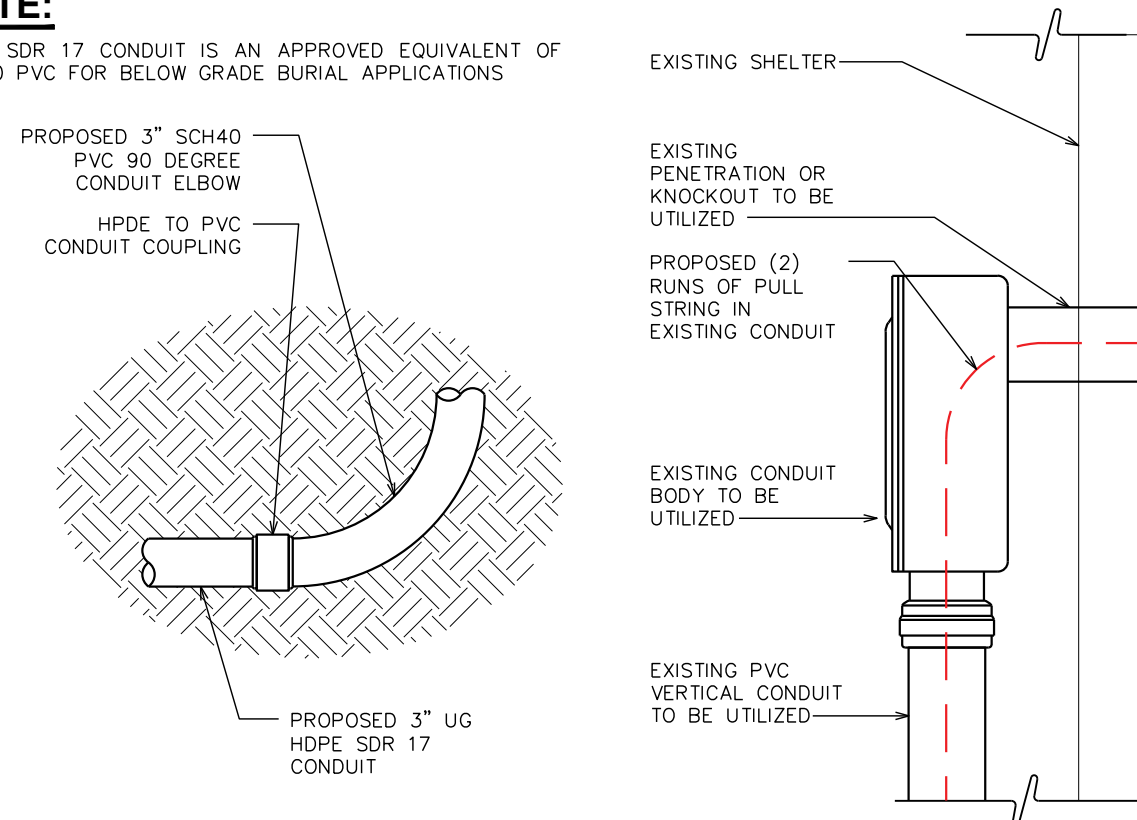
326 TRYON RD.
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net

CONDUIT TRENCHING DETAILS

SCALE: N.T.S.

NOTE:

HDPE SDR 17 CONDUIT IS AN APPROVED EQUIVALENT OF SCH40 PVC FOR BELOW GRADE BURIAL APPLICATIONS

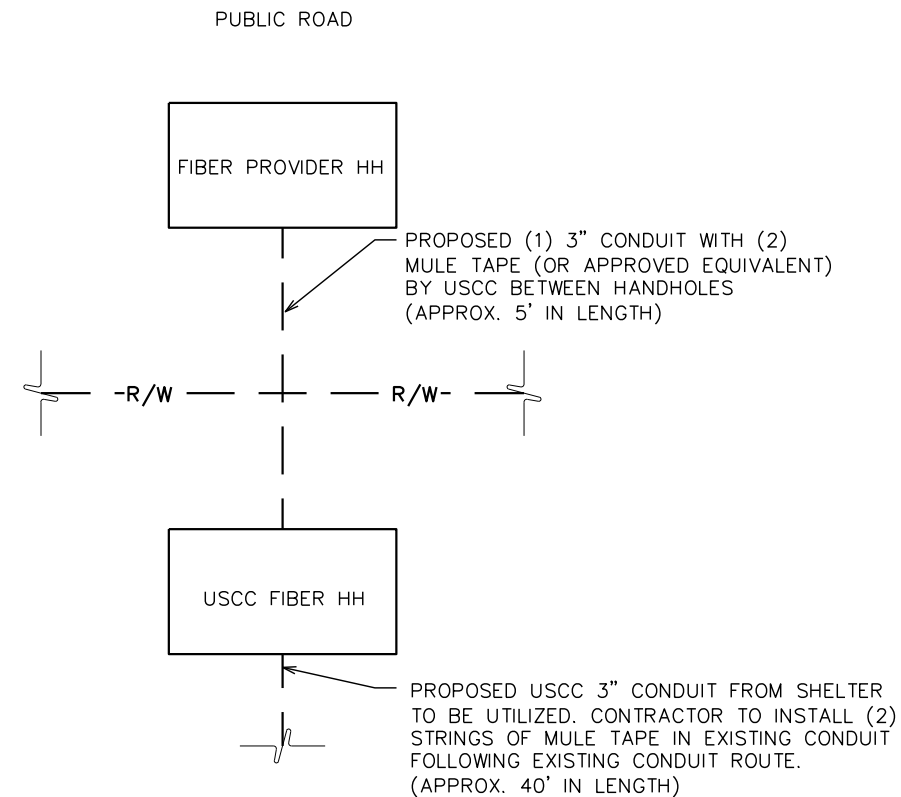


TYPICAL JUNCTION BOX DETAIL

SCALE: N.T.S.

PULL BOX DETAIL

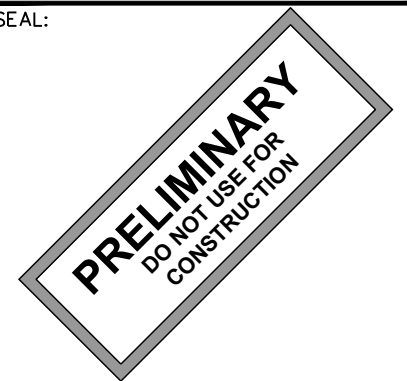
SCALE: N.T.S.



MEET-ME POINT DETAIL

SCALE: N.T.S.

SEAL:



1	01-10-24	PRELIMINARY
0	11-02-23	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: KRS CHECKED BY: PLE

SHEET TITLE:

CIVIL DETAILS

SHEET NUMBER: REVISION:

C-3 **1**

TEP#: 78988.871307



EXISTING FIBER VAULT (TYP)

PROPOSED UNITE FIBER HANDHOLE IN ROW

PROPOSED (1) 3" CONDUIT WITH (2) MULE TAPE BETWEEN HANDHOLES (APPROX. 25' IN LENGTH) BY USCC. USCC (GC) SHALL STUB UP CONDUIT IN LOCATION OF PROPOSED UPN HH.



PROPOSED USCC FIBER HANDHOLE RIGHT OUTSIDE COMPOUND. CONTRACTOR TO PROPERLY LABEL PULLBOX LID WITH "US CELLULAR" STAMP OR NAMEPLATE. SEE SHEET C-3 FOR DETAILS.

PROPOSED UNITE FIBER HANDHOLE IN ROW

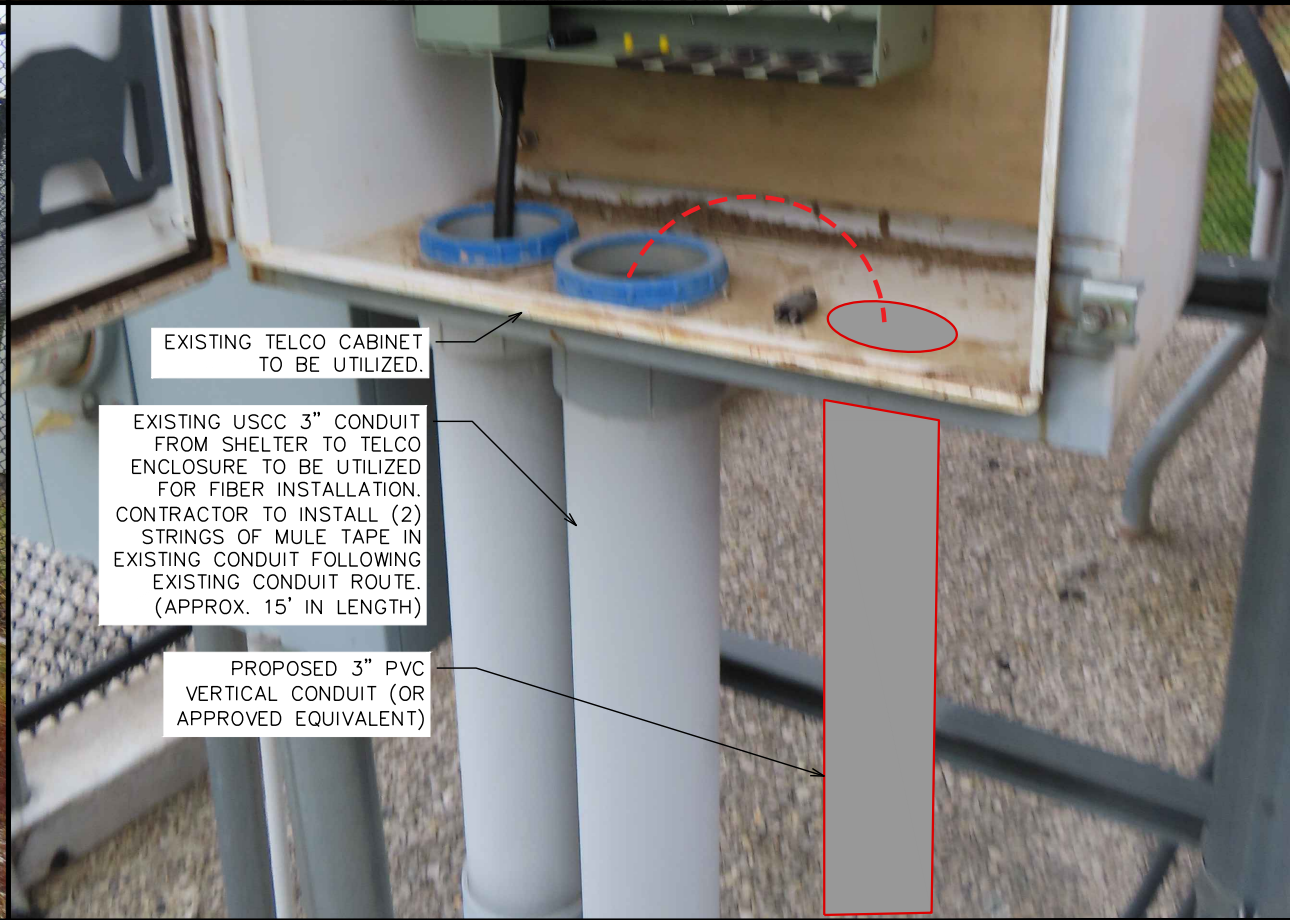
PROPOSED (1) 3" CONDUIT WITH (2) MULE TAPE BETWEEN HANDHOLES (APPROX. 25' IN LENGTH) BY USCC. USCC (GC) SHALL STUB UP CONDUIT IN LOCATION OF PROPOSED UPN HH.

PROPOSED (1) 3" CONDUIT WITH (3) 1" INNERDUCTS WITH PULL STRING INSTALLED IN EACH RUN FROM PROPOSED USCC H.H. TO EXISTING TELCO CABINET (APPROX. 75' IN LENGTH) CONTRACTOR TO CAP OR SEAL (2) UNUSED RUNS OF INNERDUCT FOR FUTURE USE AND INSTALL POLYWATER FOAM DUCT SEALANT (OR APPROVED EQUAL)



EXISTING TELCO CABINET TO BE UTILIZED.


PROPOSED (1) 3" CONDUIT WITH (3) 1" INNERDUCTS WITH PULL STRING INSTALLED IN EACH RUN FROM PROPOSED USCC H.H. TO EXISTING TELCO CABINET (APPROX. 75' IN LENGTH) CONTRACTOR TO CAP OR SEAL (2) UNUSED RUNS OF INNERDUCT FOR FUTURE USE AND INSTALL POLYWATER FOAM DUCT SEALANT (OR APPROVED EQUAL)



EXISTING TELCO CABINET TO BE UTILIZED.

EXISTING USCC 3" CONDUIT FROM SHELTER TO TELCO ENCLOSURE TO BE UTILIZED FOR FIBER INSTALLATION. CONTRACTOR TO INSTALL (2) STRINGS OF MULE TAPE IN EXISTING CONDUIT FOLLOWING EXISTING CONDUIT ROUTE. (APPROX. 15' IN LENGTH)

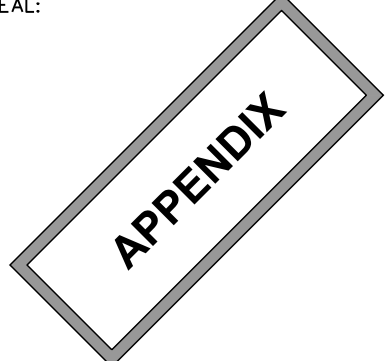
PROPOSED 3" PVC VERTICAL CONDUIT (OR APPROVED EQUIVALENT)

PLANS PREPARED FOR:

 8410 W. BRYN MAWR, SUITE 700
 CHICAGO, IL 60631
 (773) 399-8900

PROJECT INFORMATION:
871307
WAVERLY
 9821 N 148TH STREET
 WAVERLY, NE 68462
 (LANCASTER COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 326 TRYON RD.
 RALEIGH, NC 27603
 OFFICE: (919) 661-6351
 www.tepgroup.net

SEAL:


REV	DATE	ISSUED FOR:
I	01-10-24	PRELIMINARY
O	11-02-23	PRELIMINARY

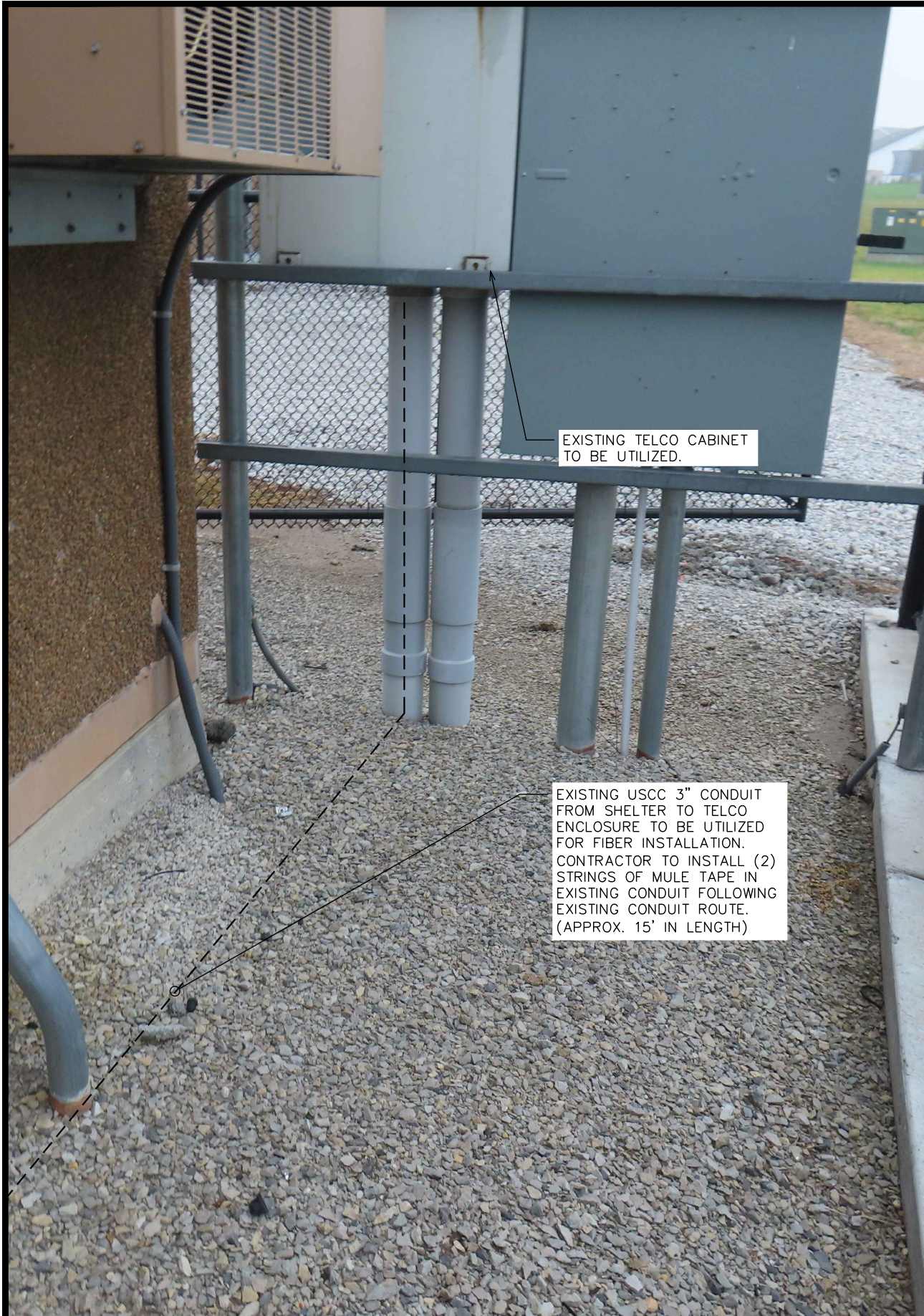
DRAWN BY: KRS CHECKED BY: PLE

SHEET TITLE:
APPENDIX - SITE PHOTOS

SHEET NUMBER: **A-1** REVISION: **1**
 TEP#: 78988.871307

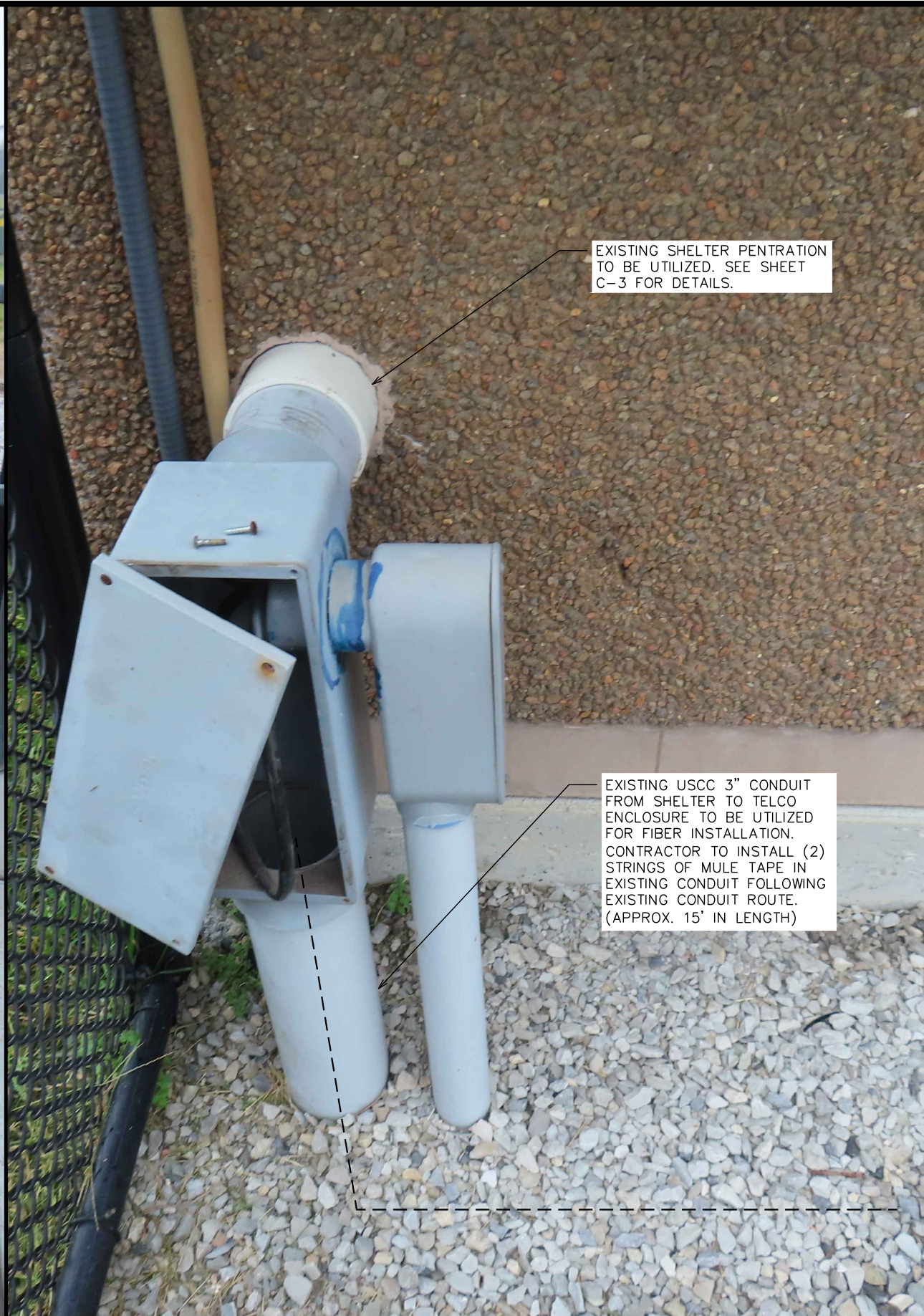
PROPOSED FIBER ROUTE

SCALE: N.T.S.




EXISTING TELCO CABINET TO BE UTILIZED.

EXISTING USCC 3" CONDUIT FROM SHELTER TO TELCO ENCLOSURE TO BE UTILIZED FOR FIBER INSTALLATION. CONTRACTOR TO INSTALL (2) STRINGS OF MULE TAPE IN EXISTING CONDUIT FOLLOWING EXISTING CONDUIT ROUTE. (APPROX. 15' IN LENGTH)



EXISTING SHELTER PENETRATION TO BE UTILIZED. SEE SHEET C-3 FOR DETAILS.

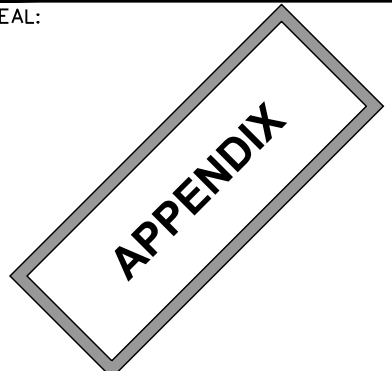
EXISTING USCC 3" CONDUIT FROM SHELTER TO TELCO ENCLOSURE TO BE UTILIZED FOR FIBER INSTALLATION. CONTRACTOR TO INSTALL (2) STRINGS OF MULE TAPE IN EXISTING CONDUIT FOLLOWING EXISTING CONDUIT ROUTE. (APPROX. 15' IN LENGTH)

PLANS PREPARED FOR:

 8410 W. BRYN MAWR, SUITE 700
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871307
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 9821 N 148TH STREET
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PLANS PREPARED BY:

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 326 TRYON RD.
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SEAL:


1	01-10-24	PRELIMINARY
0	11-02-23	PRELIMINARY
REV	DATE	ISSUED FOR:

DRAWN BY: KRS | CHECKED BY: PLE

SHEET TITLE:
APPENDIX - SITE PHOTOS

SHEET NUMBER: **A-2** | REVISION: **1**
 TEP#: 78988.871307

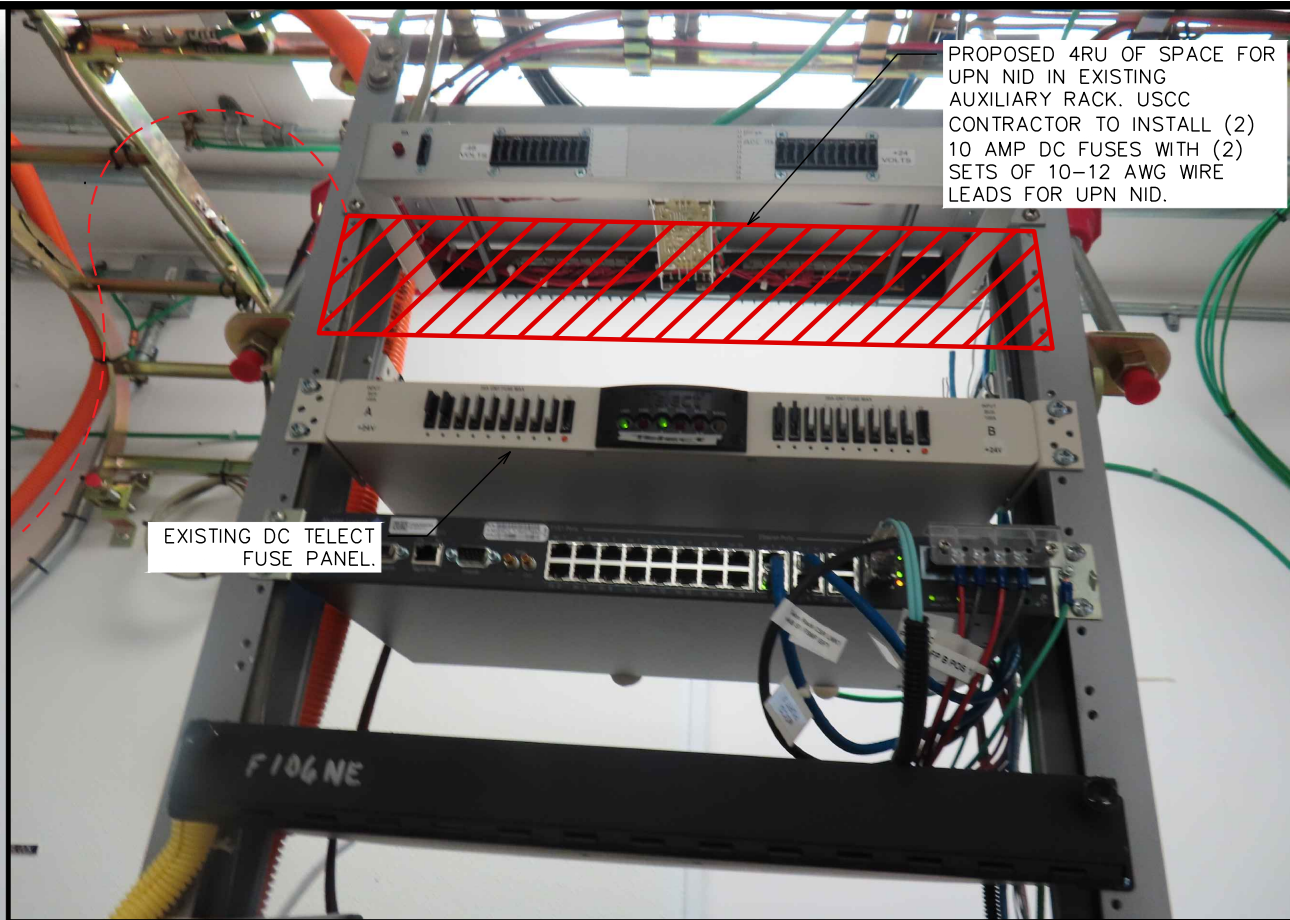
PROPOSED FIBER ROUTE
 SCALE: N.T.S.

SHELTER PENETRATION
 SCALE: N.T.S.



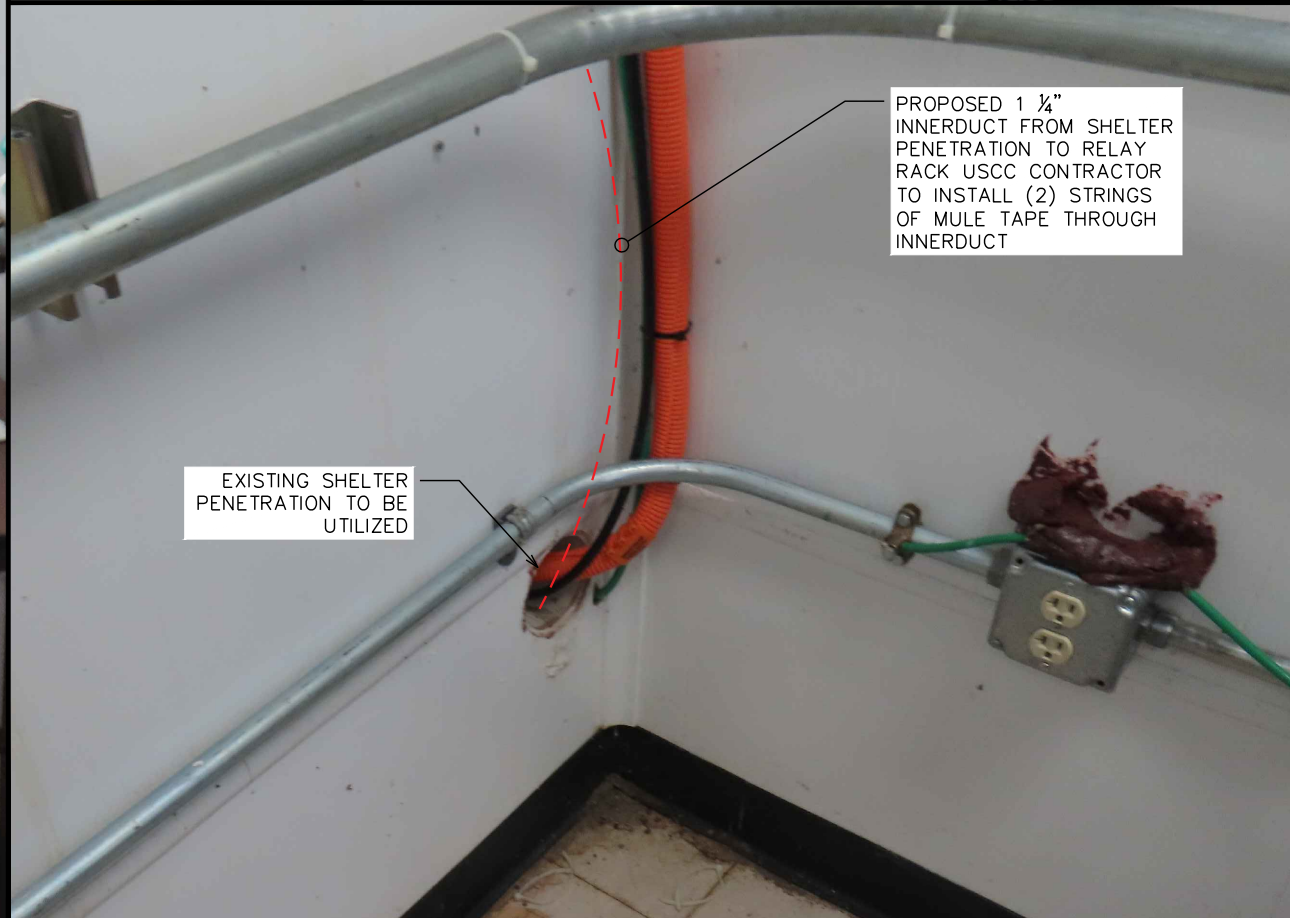
EXISTING AUXILIARY RACK

PROPOSED 1 1/4" INNERDUCT FROM SHELTER PENETRATION TO RELAY RACK USCC CONTRACTOR TO INSTALL (2) STRINGS OF MULE TAPE THROUGH INNERDUCT




EXISTING DC TELESELECT FUSE PANEL

PROPOSED 4RU OF SPACE FOR UPN NID IN EXISTING AUXILIARY RACK. USCC CONTRACTOR TO INSTALL (2) 10 AMP DC FUSES WITH (2) SETS OF 10-12 AWG WIRE LEADS FOR UPN NID.

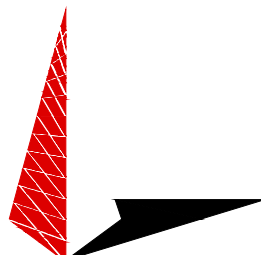


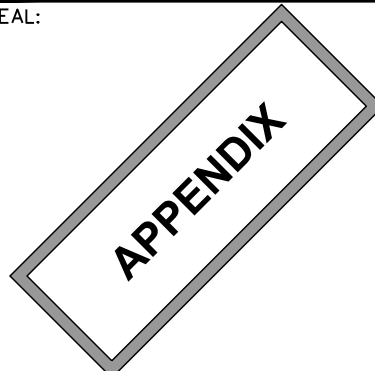
PROPOSED 1 1/4" INNERDUCT FROM SHELTER PENETRATION TO RELAY RACK USCC CONTRACTOR TO INSTALL (2) STRINGS OF MULE TAPE THROUGH INNERDUCT

EXISTING SHELTER PENETRATION TO BE UTILIZED

PLANS PREPARED FOR:

 8410 W. BRYN MAWR, SUITE 700
 CHICAGO, IL 60631
 (773) 399-8900

PROJECT INFORMATION:
871307
WAVERLY
 9821 N 148TH STREET
 WAVERLY, NE 68462
 (LANCASTER COUNTY)

PLANS PREPARED BY:

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 326 TRYON RD.
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DRAWN BY: KRS CHECKED BY: PLE

SHEET TITLE:
APPENDIX - SITE PHOTOS

SHEET NUMBER: **A-3** REVISION: **1**
 TEP#: 78988.871307

EXISTING USCC RACK
 SCALE: N.T.S.

SHELTER PENETRATION
 SCALE: N.T.S.



Bid Tab

PROJECT | 2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.

JEO PROJECT NO. | 201085.00

LOCATION | Waverly, Nebraska

LETTING | 01/16/2024 10:00 AM CST

Bidder	Total Group A	Total Group B	Total Groups A & B
K2 Construction Lincoln, NE	\$531,032.00	\$45,000.00	\$576,032.00
General Excavating Lincoln, NE	\$634,257.00	\$51,000.00	\$685,257.00
H.R. Bookstrom Construction, INC Lincoln, NE	<i>\$659,909.50</i>	\$54,600.00	<i>\$714,509.50</i>
Northridge Underground, LLC Walton, NE	\$678,987.17	\$45,960.00	\$724,947.17

** Numbers in italics indicate an irregularity in the contractor's original bid form*



Tab Sheet

PROJECT | 2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.

JEJO PROJECT NO. | 201085.00

LOCATION | Waverly, Nebraska

GROUP A - INSTALL/BUILD WATER MAIN											
					K2 Construction	General Excavating		Northridge Underground, LLC		H.R. Bookstrom Construction, INC	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$50,000.00		\$30,000.00		\$40,000.00		\$73,900.00
2	Bonding and Insurance	1	LS		\$7,500.00		\$9,000.00		\$20,000.00		\$30,000.00
3	6" PVC Water Main, DR 18	323	LF	\$80.00	\$25,840.00	\$70.00	\$22,610.00	\$73.54	\$23,753.42	\$84.00	\$27,132.00
4	6" PVC Water Main, DR 18, RJ, Directionally Bored	1,955	LF	\$114.00	\$222,870.00	\$82.00	\$160,310.00	\$84.85	\$165,881.75	\$84.00	\$164,220.00
5	10" Gate Valve and Box, MJ	3	EA	\$4,300.00	\$12,900.00	\$4,690.00	\$14,070.00	\$4,328.00	\$12,984.00	\$4,600.00	\$13,800.00
6	6" Gate Valve and Box, MJ	9	EA	\$1,620.00	\$14,580.00	\$2,350.00	\$21,150.00	\$2,370.00	\$21,330.00	\$2,050.00	\$18,450.00
7	10" x 6" x 10" Tee, MJ	2	EA	\$950.00	\$1,900.00	\$1,700.00	\$3,400.00	\$1,112.00	\$2,224.00	\$1,290.00	\$2,580.00
8	6" x 6" x 6" Tee, FL	7	EA	\$550.00	\$3,850.00	\$900.00	\$6,300.00	\$614.00	\$4,298.00	\$540.00	\$3,780.00
9	6" 90° Bend, MJ	2	EA	\$540.00	\$1,080.00	\$800.00	\$1,600.00	\$526.00	\$1,052.00	\$370.00	\$740.00
10	6" 45° Bend, MJ	2	EA	\$400.00	\$800.00	\$795.00	\$1,590.00	\$500.00	\$1,000.00	\$320.00	\$640.00
11	6" 22.5° Bend, MJ	6	EA	\$350.00	\$2,100.00	\$750.00	\$4,500.00	\$490.00	\$2,940.00	\$320.00	\$1,920.00
12	Connect to Existing Water Main	3	EA	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00	\$6,500.00	\$19,500.00	\$2,325.00	\$6,975.00
13	6" x 1" Saddle	48	EA	\$200.00	\$9,600.00	\$340.00	\$16,320.00	\$295.00	\$14,160.00	\$165.00	\$7,920.00
14	1" Corporation Stop	48	EA	\$190.00	\$9,120.00	\$450.00	\$21,600.00	\$393.00	\$18,864.00	\$205.00	\$9,840.00
15	1" Curb Stop and Box	48	EA	\$500.00	\$24,000.00	\$700.00	\$33,600.00	\$618.00	\$29,664.00	\$495.00	\$23,760.00
16	Connect to Existing Water Service	48	EA	\$280.00	\$13,440.00	\$950.00	\$45,600.00	\$780.00	\$37,440.00	\$1,385.00	\$66,480.00
17	Bore Water Service Line	628	LF	\$16.00	\$10,048.00	\$41.00	\$25,748.00	\$47.50	\$29,830.00	\$40.00	\$25,120.00
18	1" PE Water Service (SDR 7)	1,024	LF	\$21.00	\$21,504.00	\$16.00	\$16,384.00	\$39.00	\$39,936.00	\$10.00	\$10,240.00
19	Remove Concrete Sidewalk	2,250	SF	\$1.00	\$2,250.00	\$1.50	\$3,375.00	\$3.80	\$8,550.00	\$0.85	\$1,912.50
20	4" Concrete Sidewalk	2,250	SF	\$5.00	\$11,250.00	\$12.00	\$27,000.00	\$10.60	\$23,850.00	\$15.00	\$33,750.00
21	Remove Pavement	600	SY	\$12.00	\$7,200.00	\$20.00	\$12,000.00	\$51.30	\$30,780.00	\$5.00	\$3,000.00
22	7" Concrete Pavement	600	SY	\$70.00	\$42,000.00	\$156.00	\$93,600.00	\$128.00	\$76,800.00	\$170.00	\$102,000.00
23	Remove Driveway	100	SY	\$12.00	\$1,200.00	\$20.00	\$2,000.00	\$47.50	\$4,750.00	\$5.00	\$500.00
24	6" Concrete Driveway	100	SY	\$65.00	\$6,500.00	\$120.00	\$12,000.00	\$119.00	\$11,900.00	\$160.00	\$16,000.00
25	Water Main Removals and Abandonments	1	LS		\$7,000.00		\$7,000.00		\$14,400.00		\$2,000.00
26	Seeding, Fertilizer, and Mulch	1	LS		\$8,000.00		\$19,000.00		\$8,600.00		\$5,000.00
27	Traffic Control	1	LS		\$4,000.00		\$12,500.00		\$14,500.00		\$8,250.00
SUBTOTAL GROUP A					\$531,032.00		\$634,257.00		\$678,987.17		\$659,909.50
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.0% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)					—						
TOTAL GROUP A					\$531,032.00		\$634,257.00		\$678,987.17		\$659,909.50

GROUP B - INSTALL/BUILD FIRE HYDRANTS											
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total	Unit	Total	Unit	Total
1	6" Fire Hydrant Assembly	6	EA	\$7,500.00	\$45,000.00	\$8,500.00	\$51,000.00	\$7,660.00	\$45,960.00	\$9,100.00	\$54,600.00
TOTAL GROUP B					\$45,000.00		\$51,000.00		\$45,960.00		\$54,600.00
TOTAL GROUPS A & B					\$576,032.00		\$685,257.00		\$724,947.17		\$714,509.50

* Numbers in italics indicate an irregularity in the contractor's original bid form



ENGINEERING ■ ARCHITECTURE ■ SURVEYING ■ PLANNING

August 28, 2023

City of Waverly
Stephanie Fisher, City Administrator
14130 Lancashire Street, PO Box 427
Waverly, NE 68462

RE: City of Waverly
2023 Water Main Construction Services
Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.
JEO Project No. 201085.02

Dear Ms. Fisher:

Enclosed is JEO's standard short form agreement for services on the above referenced project. Please review, and if acceptable, please sign and return a copy to us for our records. You can scan and e-mail the signed agreement or mail a hardcopy.

The first part is the standard terms that are applicable to the entire agreement. Exhibit A defines the work that JEO expects to perform as part of basic services and examples of the types of work that may be required as additional services along with JEO's fees for services. Exhibit B defines general conditions of the agreement including the level of insurance provided by JEO.

As noted in the agreement, JEO's fees for services are as follows:

Bid Document Finalization and Permitting:	\$ 4,500.00	Lump Sum
Bidding and Negotiation:	\$ 5,500.00	Lump Sum
Construction Administration:	\$ 28,500.00	Lump Sum
Construction Observation RPR:	\$ 55,500.00	Hourly [400 Hours Estimated]
Total Estimated Fee:	\$ 94,000.00	

We propose that Tim Adams be JEO's Project Manager on this project. We ask that you designate a representative for JEO to work with that has the authority to give direction and act on your behalf during the project.

This agreement will be open for acceptance for 30 days unless changed by us in writing. If you have any questions, please contact us at your convenience. JEO is excited about the opportunity to work with you on this project.

Sincerely,

Tim Adams, PE
Senior Project Manager

Enclosures



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between City of Waverly, Nebraska ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2023 Water Main Construction Services for Eastbourne St./ N 147th St.; N 143rd St. to Castlewood St. JEO Project No. 201085.02

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - Compensation

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Bid Document Finalization and Permitting:	\$ 4,500.00	Lump Sum
Bidding and Negotiation:	\$ 5,500.00	Lump Sum
Construction Administration:	\$ 28,500.00	Lump Sum
<u>Construction Observation RPR:</u>	<u>\$ 55,500.00*</u>	<u>Hourly [400 Hours Estimated]</u>
Total Fee:	\$ 94,000.00	

* Engineer's estimate of the amount that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

When nearing estimated compensation amounts stated herein and it subsequently becomes apparent to Engineer that the total compensation amount estimated will be exceeded, Engineer shall give Owner written notice thereof. Should the Owner determine services shall be reduced or concluded to keep budget close to the estimate, Owner shall notify Engineer and Engineer shall reduce or conclude services accordingly. If Engineer exceeds the total estimated amount before Owner notifies the Engineer, the Engineer shall be paid for all services rendered up to being notified.

- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

5.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Waverly

Engineer: JEO Consulting Group, Inc.



By: William D. Gerdes

By: Tim Adams, PE

Title: Mayor

Title: Senior Project Manager

Date Signed: September 12, 2023

Date Signed: August 28, 2023

Address for giving notices:

Address for giving notices:

City of Waverly

JEO Consulting Group, Inc.

14130 Lancashire Street, PO Box 427

2000 Q Street, Suite 500

Waverly, NE 68462

Lincoln, NE 68503-3610

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The project includes Bid Document Finalization and Permitting, Bidding and Negotiation, and Construction Administration and Observation phase services necessary to install approximately 2,280 linear feet of 6-inch water main. This water main replacement includes replacement and reconnection of water services, connections to existing water mains, and installation of appurtenances such as hydrants and valves.

BASIC SERVICES [LUMP SUM]

BID DOCUMENT FINALIZATION AND PERMITTING PHASE:

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.

Bid Document and Permitting Process:

- A. Prepare updated bidding and contract documents.
- B. Prepare updated final opinion of probable construction cost and provide to the Owner.
- C. Following confirmation from the Owner, submit final drawings and specifications for the water main project to NDEE for review, approval, and issuance of construction permit. Owner to pay for all review fees.

BIDDING AND NEGOTIATION PHASE:

- A. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request and payment of the purchase cost established for the documents.
- B. Respond to inquiries from prospective bidders and prepare any addenda required.
- C. Assist the Owner in securing construction bids for the project.
- D. Assist the Owner at the bid opening. **[1 Meeting]**
- E. Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- F. Prepare and submit necessary information to the Owner for project award approval.

- G. Prepare contract documents for execution by Contractor and the Owner, and approval Owner and Owner's legal and insurance counsel.

CONSTRUCTION ADMINISTRATION PHASE:

Construction Administration fee is based on twenty-eight [28] week construction schedule occurring in 2023/2024.

- A. Schedule and conduct a pre-construction meeting. **[1 Meeting]**
- B. Provide interpretation of the plans and specifications, when necessary.
- C. Review shop drawings and related data supplied by the Contractor.
- D. Provide horizontal and vertical control for the project.
- E. Provide survey staking for water main alignment. **[2 Trips]**
- F. Review Contractor's payment estimates and provide to Owner for review and approval.
- G. Consult with and advise Owner during construction.
- H. Review soil and concrete testing results, as needed. Testing to be paid for by Owner.
- I. Conduct a final inspection of the project with the Contractor and Owner. **[1 Meeting]**
- J. Compile record drawings and submit to NDEE along with notice of completion.
- K. Recommend to the Owner the acceptance of the project and complete the necessary certificates.
 - a. These recommendations will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.
 - b. Final acceptance documentation may be the final pay application.

BASIC SERVICES [HOURLY]

CONSTRUCTION OBSERVATION PHASE [RPR]:

Construction Observation RPR fee is based on twenty [20] weeks of active construction and half-time inspection averaging 20 hours per week occurring in 2024.

- A. JEO will furnish a part-time Resident Project Representative [RPR] to observe construction progress and quality of the work.
- B. The duties and responsibilities of the RPR are described as follows:
 - a. Review of contractors work for general compliance with the plans and specifications.
 - b. Complete Construction Observation Reports when on site.
 - c. Coordinate pay quantities with Contractor and Engineer.
 - d. Review of materials delivered to the site for specification compliance.
 - e. Assist the Engineer in interpretation of the plans and specifications to the Contractor.
 - f. Review and coordinate materials testing by assigned testing firm, if applicable.
 - g. Compile records for use in preparing record drawings.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Bid Opening **[1 Meeting]**
- B. Pre-construction Meeting **[1 Meeting]**
- C. Final Inspection **[1 Meeting]**

ADDITIONAL SERVICES, NOT INCLUDED (BUT CAN BE NEGOTIATED UPON REQUEST):

- A. Environmental permitting, assessments, or wetland delineations.
- B. Geotechnical investigation, geotechnical report, and/or other material testing services.
- C. Preparation of a Storm Water Pollution Prevention Plan [SWPPP].
- D. Payment of any review and/or permitting fees.
- E. Meetings not outlined in the scope of services.

ESTIMATED TIME FRAME:

- A. Bid Document Finalization and Permitting Phase: 30 days from notice to proceed
- B. Bidding and Negotiation Phase: 60 calendar days from date of advertisement
- C. Construction Administration Phase: Following award of contract to Contractor

JEO Consulting Group, Inc.
GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's

profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.



JEO Consulting Group, Inc.
GENERAL CONDITIONS

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.





January 20, 2024

Bill Gerdes, Mayor
City of Waverly
14130 Lancashire
Waverly, NE 68462

RE: Water Main Improvements
Eastbourne St. / N 147th St.; N 143rd St. to Castlewood St.
Recommendation of Bid Award
JEO Project No. 201085.00

Dear Mr. Gerdes,

The bid letting for the above referenced project was held on January 16, 2024 at 10:00 AM and four bids were received, ranging from \$576,032.00 to \$724,947.17. The low bid of \$576,032.00 was submitted by K2 Construction of Lincoln, NE. The low bid is approximately 21% below the engineer's opinion of probable construction cost of \$729,170.00. Enclosed is a copy of the complete bid tab which is provided for reference.

We have worked with K2 Construction on past projects and while they have the capability to complete the project in accordance with the contract documents, we have noted that delays were an issue on past projects.

Based on the bids submitted, JEO recommends the City of Waverly award the project to K2 Construction in the amount of \$576,032.00.

If you have any question regarding this recommendation, please contact me at your earliest convenience.

Sincerely,

Tim Adams, PE
Senior Project Manager

Enclosures



Bid Tab

PROJECT | 2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.

JEO PROJECT NO. | 201085.00

LOCATION | Waverly, Nebraska

LETTING | 01/16/2024 10:00 AM CST

Bidder	Total Group A	Total Group B	Total Groups A & B
K2 Construction Lincoln, NE	\$531,032.00	\$45,000.00	\$576,032.00
General Excavating Lincoln, NE	\$634,257.00	\$51,000.00	\$685,257.00
H.R. Bookstrom Construction, INC Lincoln, NE	<i>\$659,909.50</i>	\$54,600.00	<i>\$714,509.50</i>
Northridge Underground, LLC Walton, NE	\$678,987.17	\$45,960.00	\$724,947.17

** Numbers in italics indicate an irregularity in the contractor's original bid form*



Tab Sheet

PROJECT | 2020 Water Main Improvements, Eastbourne St./N 147th St.; N 143rd St. to Castlewood St.

JEO PROJECT NO. | 201085.00

LOCATION | Waverly, Nebraska

		K2 Construction			General Excavating			Northridge Underground, LLC			H.R. Bookstrom Construction, INC		
GROUP A - INSTALL/BUILD WATER MAIN													
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Total	
1	Mobilization	1	LS	\$50,000.00	\$50,000.00		\$30,000.00		\$30,000.00		\$40,000.00	\$73,900.00	
2	Bonding and Insurance	1	LS	\$7,500.00	\$7,500.00		\$9,000.00		\$9,000.00		\$20,000.00	\$30,000.00	
3	6" PVC Water Main, DR 18	323	LF	\$80.00	\$25,840.00	\$70.00	\$22,610.00	\$73.54	\$23,753.42	\$84.00	\$27,132.00	\$27,132.00	
4	6" PVC Water Main, DR 18, R.J. Directionally Bored	1,955	LF	\$114.00	\$222,870.00	\$82.00	\$160,310.00	\$84.85	\$165,881.75	\$84.00	\$164,220.00	\$164,220.00	
5	10" Gate Valve and Box, MJ	3	EA	\$4,300.00	\$12,900.00	\$4,690.00	\$14,070.00	\$4,328.00	\$12,984.00	\$4,600.00	\$13,800.00	\$13,800.00	
6	6" Gate Valve and Box, MJ	9	EA	\$1,620.00	\$14,580.00	\$2,350.00	\$21,150.00	\$2,370.00	\$21,330.00	\$2,050.00	\$18,450.00	\$18,450.00	
7	10" x 6" x 10" Tee, MJ	2	EA	\$950.00	\$1,900.00	\$1,700.00	\$3,400.00	\$1,112.00	\$2,224.00	\$1,290.00	\$2,580.00	\$2,580.00	
8	6" x 6" x 6" Tee, FL	7	EA	\$550.00	\$3,850.00	\$900.00	\$6,300.00	\$614.00	\$4,298.00	\$540.00	\$3,780.00	\$3,780.00	
9	6" 90° Bend, MJ	2	EA	\$540.00	\$1,080.00	\$800.00	\$1,600.00	\$526.00	\$1,052.00	\$370.00	\$740.00	\$740.00	
10	6" 45° Bend, MJ	2	EA	\$400.00	\$800.00	\$795.00	\$1,590.00	\$500.00	\$1,000.00	\$320.00	\$640.00	\$640.00	
11	6" 22.5° Bend, MJ	6	EA	\$350.00	\$2,100.00	\$750.00	\$4,500.00	\$490.00	\$2,940.00	\$320.00	\$1,920.00	\$1,920.00	
12	Connect to Existing Water Main	3	EA	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00	\$6,500.00	\$19,500.00	\$2,325.00	\$6,975.00	\$6,975.00	
13	6" x 1" Saddle	48	EA	\$200.00	\$9,600.00	\$340.00	\$16,320.00	\$295.00	\$14,160.00	\$165.00	\$7,920.00	\$7,920.00	
14	1" Corporation Stop	48	EA	\$190.00	\$9,120.00	\$450.00	\$21,600.00	\$393.00	\$18,864.00	\$205.00	\$9,840.00	\$9,840.00	
15	1" Curb Stop and Box	48	EA	\$500.00	\$24,000.00	\$700.00	\$33,600.00	\$618.00	\$29,664.00	\$495.00	\$23,760.00	\$23,760.00	
16	Connect to Existing Water Service	48	EA	\$280.00	\$13,440.00	\$950.00	\$45,600.00	\$780.00	\$37,440.00	\$1,385.00	\$66,480.00	\$66,480.00	
17	Bore Water Service Line	628	LF	\$16.00	\$10,048.00	\$41.00	\$25,748.00	\$47.50	\$29,830.00	\$40.00	\$25,120.00	\$25,120.00	
18	1" PE Water Service (SDR 7)	1,024	LF	\$21.00	\$21,504.00	\$16.00	\$16,384.00	\$39.00	\$39,936.00	\$10.00	\$10,240.00	\$10,240.00	
19	Remove Concrete Sidewalk	2,250	SF	\$1.00	\$2,250.00	\$1.50	\$3,375.00	\$3.80	\$8,550.00	\$0.85	\$1,912.50	\$1,912.50	
20	4" Concrete Sidewalk	2,250	SF	\$5.00	\$11,250.00	\$12.00	\$27,000.00	\$10.60	\$23,850.00	\$15.00	\$33,750.00	\$33,750.00	
21	Remove Pavement	600	SY	\$12.00	\$7,200.00	\$20.00	\$12,000.00	\$51.30	\$30,780.00	\$5.00	\$3,000.00	\$3,000.00	
22	7" Concrete Pavement	600	SY	\$70.00	\$42,000.00	\$156.00	\$93,600.00	\$128.00	\$76,800.00	\$170.00	\$102,000.00	\$102,000.00	
23	Remove Driveway	100	SY	\$12.00	\$1,200.00	\$20.00	\$2,000.00	\$47.50	\$4,750.00	\$5.00	\$500.00	\$500.00	
24	6" Concrete Driveway	100	SY	\$65.00	\$6,500.00	\$120.00	\$12,000.00	\$119.00	\$11,900.00	\$160.00	\$16,000.00	\$16,000.00	
25	Water Main Removals and Abandonments	1	LS	\$7,000.00	\$7,000.00		\$7,000.00		\$7,000.00		\$14,400.00	\$2,000.00	
26	Seeding, Fertilizer, and Mulch	1	LS	\$8,000.00	\$8,000.00		\$19,000.00		\$19,000.00		\$8,600.00	\$5,000.00	
27	Traffic Control	1	LS	\$4,000.00	\$4,000.00		\$12,500.00		\$14,500.00		\$14,500.00	\$8,250.00	
				\$531,032.00	\$531,032.00		\$634,257.00		\$678,987.17		\$659,909.50	\$659,909.50	
SUBTOTAL GROUP A													
SALES TAX FOR MATERIALS & EQUIPMENT ON GROUP A @ 7.0% (SHOWN SEPARATELY BY OPTION 1 CONTRACTORS ONLY)													
TOTAL GROUP A					\$531,032.00		\$634,257.00		\$678,987.17		\$659,909.50	\$659,909.50	

GROUP B - INSTALL/BUILD FIRE HYDRANTS												
Item	Description	Qty.	Unit	Unit Price	Total	Unit	Total	Unit	Total	Unit	Total	Total
1	6" Fire Hydrant Assembly	6	EA	\$7,500.00	\$45,000.00	\$8,500.00	\$51,000.00	\$7,660.00	\$45,960.00	\$9,100.00	\$54,600.00	\$54,600.00
TOTAL GROUP B					\$45,000.00		\$51,000.00		\$45,960.00		\$54,600.00	\$54,600.00
TOTAL GROUPS A & B					\$576,032.00		\$685,257.00		\$724,947.17		\$714,509.50	\$714,509.50

* Numbers in italics indicate an irregularity in the contractor's original bid form

Change to Scope of Services - Approval Form No. 1



Date: 1/18/2024
Client: City of Waverly, NE
Engineer: JEO Consulting Group, Inc.
Project: 2023 Water Main Construction Services for Eastbourne St/N 147th St
Project No.: 201085.02

Description of Change or Addition/Deletion to Scope of Services:

Additional RPR fees to be billed hourly. Original scope of services assumed an average of 20 hours per week for a 20 week construction schedule. This scope change provides additional budget to increase to an average of 40 hours per week for the same 20 week construction schedule. Work to be completed in accordance with the original scope of services.

Change to Completion Dates:

Phase	Agreement Dates	Prior Adjustments	Adjustments this Change	New Completion Dates/Days
Bid Document Finalization and Permitting	9/12/2023	None	None	30 Days
Bidding and Negotiation	9/12/2023	None	None	60 Days
Construction Administration	9/12/2023	None	None	Concurrent with Construction
Construction Observation RPR	9/12/2023	None	None	Concurrent with Construction

Change to Fees:

Phase	Fee Type	Fees per Agreement	Prior Adjustments	Adjustments this Change	New Fees
Bid Document Finalization and Permitting	Lump Sum	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Bidding and Negotiation	Lump Sum	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00
Construction Administration	Lump Sum	\$ 28,500.00	\$ -	\$ -	\$ 28,500.00
Construction Observation RPR	Hourly	\$ 55,500.00	\$ -	\$ 60,500.00	\$ 116,000.00
Totals:		\$ 94,000.00	\$ -	\$ 60,500.00	\$ 154,500.00

Approval of this form shall constitute an amendment to the agreement dated September 12, 2023 between the parties identified and for the project listed at the top of this form.

Requested By:



 Tim Adams, PE
 Senior Project Manager

Approved By:

Attest:



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of the date signed by the Owner between City of Waverly (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Oak Lane and Danvers Street Water Main Improvements (“Project”).

JEO Project Number: 231410.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is:

Preliminary Design:	\$	65,000.00	Lump Sum
Final Design:	\$	32,500.00	Lump Sum
Total Fee:	\$	97,500.00	Lump Sum

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Waverly

Engineer: JEO Consulting Group, Inc.



By: _____

By: Tim Adams, PE

Title: _____

Title: Senior Project Manager

Date Signed: _____

Date Signed: January 22, 2024

Address for giving notices:

Address for giving notices:

City of Waverly

JEO Consulting Group, Inc.

14130 Lancashire Street

2000 Q Street, Suite 500

Waverly, NE 68462

Lincoln, NE 68503

SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Waverly owns and operates the water distribution system that serves the businesses/residents of the community. In recent years, segments of the water distribution system have been identified that are no longer reliable and should be replaced. As a result of frequent water main breaks, the city desires to replace existing water mains along Oak Lane, N 146th Street from Oak Lane to Eastbourne Street, and Danvers Street from N 143rd Street to Castlewood Street. The water mains serving the two circles off Oak Lane were replaced previously and will not be replaced as part of this project. Design of water main replacements shall generally include replacement and/or reconnection of water services, connections to intersecting water mains, installation of appurtenances such as hydrants and valves, and site restoration.

It is intended that the water main design will be delivered as two independent projects, the first including the water main on Oak Lane and N 146th Street, and second including the water main on Danvers Street. The work to be performed by the Engineer shall include the preparation of technical specifications and drawings detailing the work as necessary to obtain construction permits from the Nebraska Department of Environment and Energy [NDEE].

Upon completion of the design, the city will evaluate whether the projects shall be awarded through a formal bidding process or incorporated into an existing construction contract via change order. Regardless of the selected approach, the water main will be constructed by a Contractor under a separate construction contract with the City of Waverly. This contract for engineering services does not include bidding or construction phase services, as these services will be negotiated at a future date.

BASIC SERVICES [LUMP SUM]

PRELIMINARY DESIGN PHASE:

Project Management:

- A. Provide project management oversight over all facets and phases of the project. Project management shall include the following services:
 - a. Coordination of design disciplines including facilitating communication and transfer of documents between disciplines to minimize errors in the plans and specifications as well as ensure a timely project design.
 - b. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - c. Provide oversight, monitor staff, and ensure proper staffing levels are maintained to ensure scope of services and schedule are met.
 - d. Work with design disciplines to identify potential risks and how to mitigate those risks.
 - e. Review billed hours by design team and prepare invoice statements for Owner.

Exhibit A – Oak Lane and Danvers Street Water Main Improvements

Topographic Survey:

- A. Following confirmation by the Owner, topographic survey of the project corridor will be completed. The topographic survey to include:
 - a. Scheduling utility locates within the project area
 - b. Establishing vertical and horizontal control for the project area
 - c. Collecting topographic field survey within the ROW
 - d. Creation of electronic drawing of property boundaries, elevations, site features, and existing utilities

30% Design Process:

- A. Attend and facilitate a kickoff meeting with Owner to review the project scope, schedule, and requirements. Meeting to include an on-site review of the improvement locations and existing conditions. **[1 Meeting]**
- B. Prepare 30% drawings for the water main alignment. The 30% drawings to include the following:
 - a. Project Location Map
 - b. Site Map existing utilities, site features, and right-of-way
 - c. Water Main Plan Sheets [No Profiles]
- C. Conduct an internal 30% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 30% drawings and opinion of probable construction cost to Owner in advance of 30% design review meeting.
- E. Attend and facilitate a 30% design review meeting, including plan-in-hand review at the project site, with the Owner. **[1 Meeting]**

60% Design Process:

- A. Revise drawings following receipt of 30% review comments from internal QA/QC and comments from 30% design review meeting and plan-in-hand with Owner.
- B. Prepare 60% drawings, technical specifications, and opinion of probable cost for the selected water main alignment. The 60% drawings to include the following:
 - a. Cover Sheet
 - b. Abbreviation Sheet
 - c. Project Location Sheet
 - d. Control Sheet
 - e. Water Main Plan and Profile Sheets
 - f. Details Sheet(s)
- C. Conduct an internal 60% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 60% drawings, technical specifications, and opinion of probable construction cost to Owner in advance of 60% design review meeting.
- E. Attend and facilitate a 60% design review meeting with Owner to review project documents and details. **[1 Meeting]**

FINAL DESIGN AND PERMITTING PHASE:

90% Design Process:

- A. Revise drawings following receipt of 60% review comments from internal QA/QC and comments from 60% design review meeting with Owner.
- B. Prepare 90% drawings, technical specifications, and opinion of probable cost for the selected water main alignment. The 90% drawings to include the following:
 - a. Cover Sheet
 - b. Abbreviation Sheet
 - c. Project Location Sheet
 - d. Control Sheet
 - e. Water Main Plan and Profile Sheets
 - f. Details Sheet(s)
- C. Conduct an internal 90% QA/QC of the project documents and incorporate necessary revisions.
- D. Provide 90% drawings, technical specifications, and opinion of probable construction cost to Owner in advance of 90% design review meeting.
- E. Attend and facilitate a 90% design review meeting with Owner to review project documents and details. **[1 Meeting]**

Design Finalization and Permitting:

- A. Revise drawings and technical specifications following receipt of 90% review comments from internal QA/QC and comments from 90% design review meeting with Owner.
- B. Prepare final plans, technical specifications, bidding and contract documents, and opinion of probable cost.
- C. Conduct an internal final QA/QC of the project documents and incorporate necessary revisions.
- D. Provide final drawings, specifications, bidding and contract documents, and opinion of probable construction cost to Owner.
- E. Create final drawings and specification package and sign and seal by engineers and a coordinating professional all registered in the State of Nebraska.
- F. Following confirmation from the Owner, submit final drawings and specifications to DHHS and NDEE for review, approval, and issuance of construction permits. Owner to pay all review fees.

MEETINGS INCLUDED WITHIN SCOPE OF SERVICES:

- A. Project Kickoff Meeting **[1 Meeting]**
- B. 30% Design Review Meeting and Plan-in-Hand **[1 Meeting]**
- C. 60% Design Review Meeting **[1 Meeting]**
- D. 90% Design Review Meeting **[1 Meeting]**

ESTIMATED TIME FRAME:

- A. Preliminary Design Phase: 90 Days from Signed Agreement*
- B. Final Design Phase: 60 Days from completion of Preliminary Design
- C. NDEE Permitting: 30 Days from Completion of Design

* The estimated time frame for the Preliminary Design Phase assumes suitable weather to complete the topographic survey. Significant snow and/or severe cold weather may delay the topographic survey, resulting in a need to extend the Preliminary Design Phase schedule.

ADDITIONAL SERVICES [NOT INCLUDED, BUT CAN BE INCLUDED UPON REQUEST]:

- A. All bidding, construction administration, construction observation, and post construction phase services are excluded from the scope of services.
- B. Any WaterCAD model development or modeling of the water distribution system is excluded from the scope of services.
- C. Preparation of a Storm Water Pollution Prevention Plan [SWPPP] is excluded from the scope of services.
- D. The planning, facilitation or attendance of any public information meetings is excluded from the scope of services.
- E. Preparation of purchase/easement agreements and/or negotiation and payment to property owners is excluded from the scope of services.
- F. Wetland delineations, biological surveys and/or threatened and endangered species surveys, including compliance with agency requests, is excluded from the scope of services.
- G. The payment of any review and/or permitting fees are excluded from the scope of services.
- H. Any meetings not outlined in the scope of services are excluded from the scope of services.

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC ▪ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

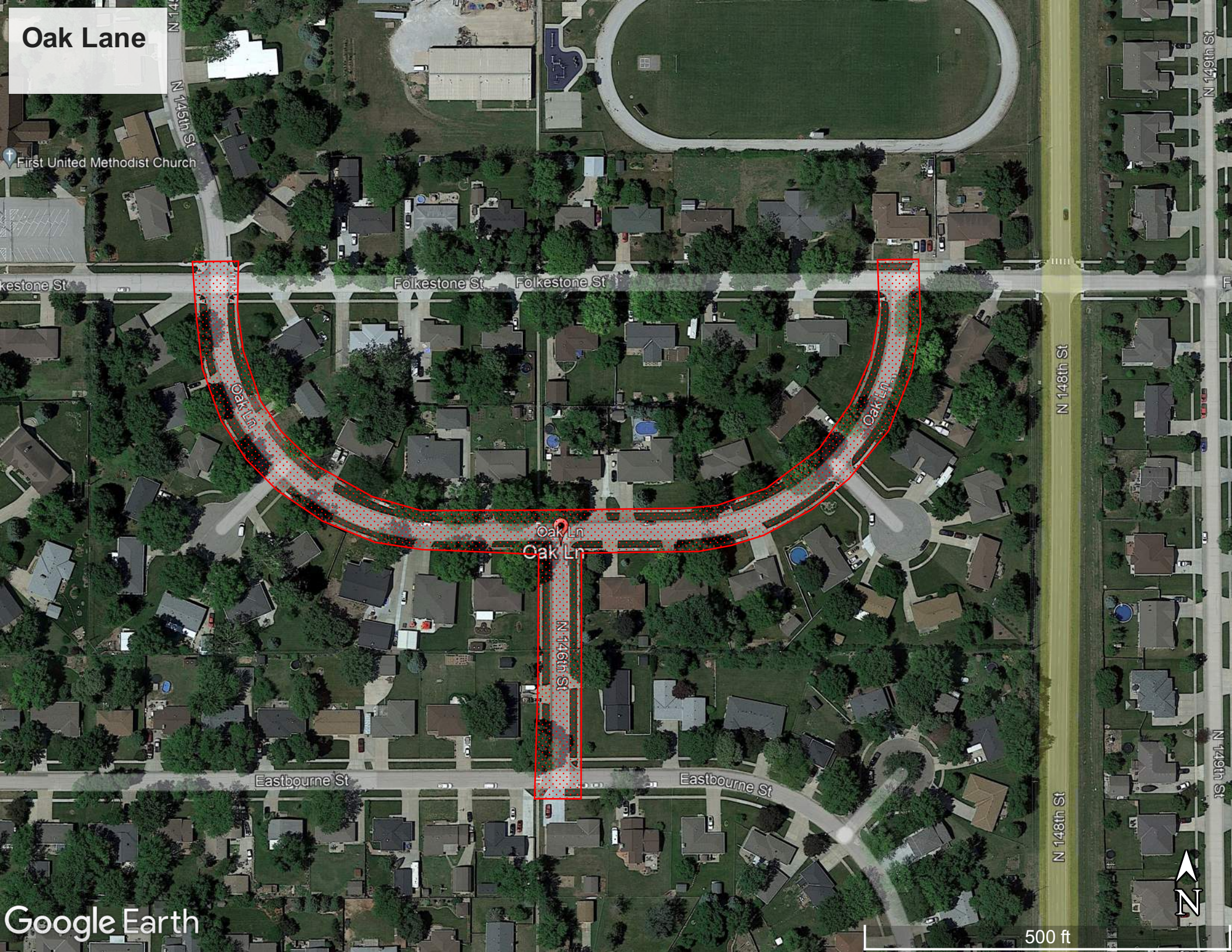
15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Oak Lane



First United Methodist Church

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Folkestone St Folkestone St

Oak Ln

Oak Ln

Oak Ln
Oak Ln

N 146th St

Eastbourne St

Eastbourne St

N 148th St

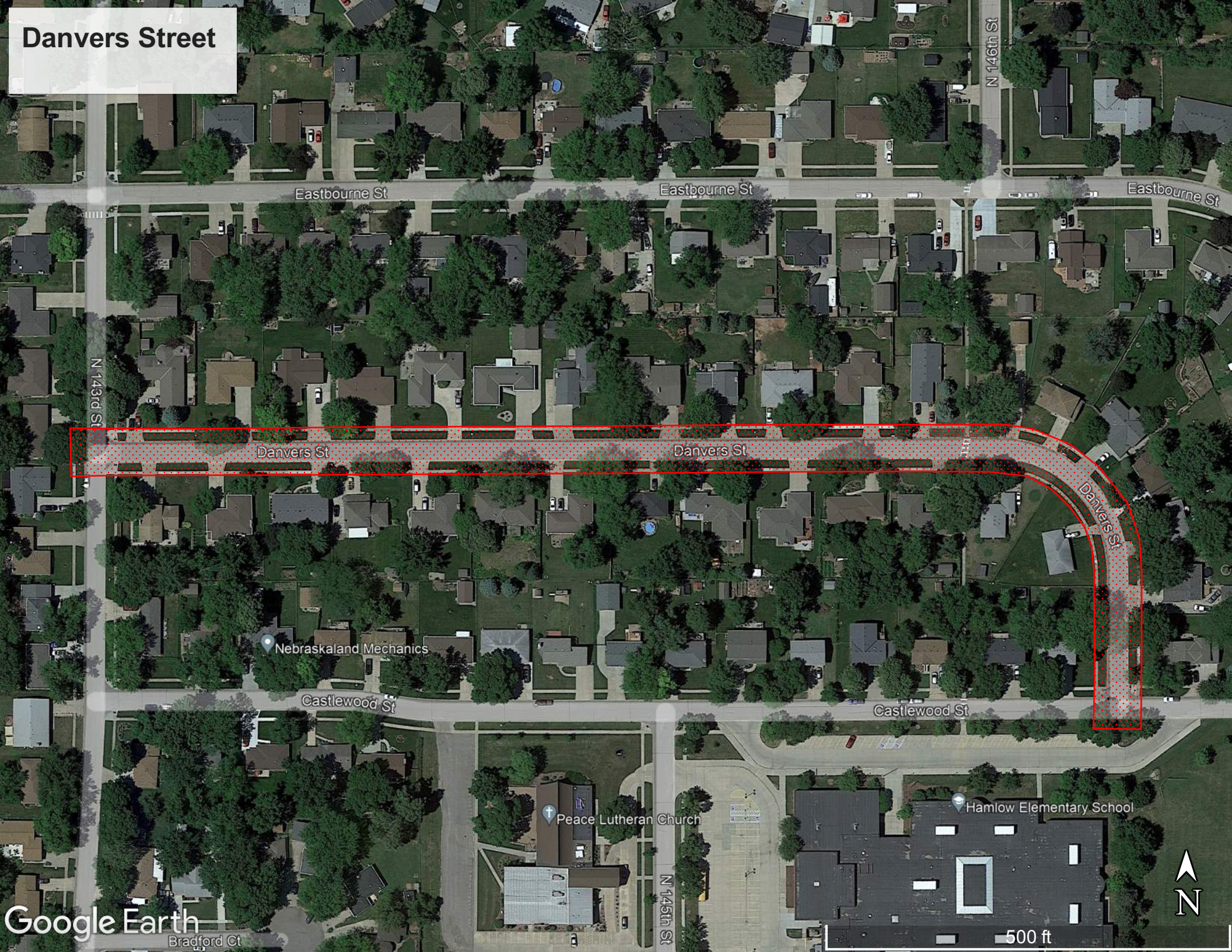
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N 149th St

N 149th St



Danvers Street



Eastbourne St

Eastbourne St

Eastbourne St

N 143rd St

Danvers St

Danvers St

N 145th St

Danvers St

Nebraskaland Mechanics

Castlewood St

Castlewood St

Peace Lutheran Church

Hamlow Elementary School

N 145th St

Bradford Ct

Google Earth

500 ft

