

**City of Beatrice, Nebraska**  
**Regular BPW Board Meeting**  
**Wednesday, April 30, 2025 at 12:00 PM**  
**City Hall Conference Room**  
**400 Ella Street**  
**Beatrice, NE 68310**



## Pledge of Allegiance

1. **ROLL CALL**
2. **CONSENT AGENDA**
  - 2.a. Approve agenda as submitted.
  - 2.b. Receive and place on file all notices pertaining to this meeting.
  - 2.c. Receive and place on file all materials having any bearing on this meeting.
  - 2.d. Approval of minutes of regular BPW Board meeting on April 16, 2025, as on file in the City Clerk's Office.
  - 2.e. Recommend approval of Street Department Report of Claims in the amount of \$30,208.77, to the Mayor and City Council.
  - 2.f. Approval of Electric Department, Water Department, and WPC Department Report of Claims in the amount of \$1,147,580.88.
  - 2.g. Recommend award of Bid for the 2025 Corral Crossing Addition project to Van Kirk Brothers Contracting in the amount of \$979,364.75, to the Mayor and City Council.
  - 2.h. Recommend award of Bid for the 2025 Heritage Heights Addition project to Van Kirk Brothers Contracting in the amount of \$1,324,909.05, to the Mayor and City Council.
3. **PUBLIC HEARINGS/BIDS - None**
4. **RESOLUTIONS**
  - 4.a. Resolution executing the First Amendment to the Pole Agreement dated November 10, 2015, between the Board of Public Works and Charter Communications Operating, LLC, in order to provide for subsequent extensions of the Agreement's term and to add compensation amounts for any and all future five (5) year terms of said Agreement.
  - 4.b. Resolution executing an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Corral Crossing project.
  - 4.c. Resolution executing an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Heritage Heights project.
5. **ORDINANCES**
  - 5.a. Ordinance authorizing the issuance by the City of Beatrice, Nebraska of its General Obligation Highway Allocation Fund Pledge Bonds, Series 2025, in aggregate principal amount not to exceed \$2,600,000.
6. **PUBLIC FORUM**

7. **DISCUSSIONS/REPORTS**

7.a. Update on Current Projects.

8. **MISCELLANEOUS**

8.a. The next regular BPW Board meeting is May 14, 2025 at 12:00 p.m. in the City Hall Conference Room.

## MINUTES OF THE REGULAR BOARD OF PUBLIC WORKS MEETING

A regular meeting of the Beatrice Board of Public Works was held on the 16<sup>th</sup> day of April, 2025 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

### ROLL CALL

Attending: Boardmembers: Baehr, Hartley, Leech, Moran, Zarybnicky

Absent: None

Chairman Moran announced that a copy of the Open Meetings Act is posted in the meeting room and is accessible to members of the public.

### CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on March 12, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Street Department Report of Claims, dated April 14, 2025, in the amount of \$106,892.75, to the Mayor and City Council.
- f. Approval of Electric Department, Water Department, and WPC Department Report of Claims, dated April 2, 2025, in the amount of \$1,800,711.47.
- g. Recommend approval of Street Department Report of Claims, dated April 15, 2025, in the amount of \$30,766.90, to the Mayor and City Council.
- h. Approval of Electric Department, Water Department, and WPC Department Report of Claims, dated April 15, 2025, in the amount of \$275,138.52.

Moved by Leech, seconded by Baehr, that the items listed under the consent agenda, be approved, accepted, and/or ratified as presented.

Roll Call: Yea: Baehr, Hartley, Leech, Moran, Zarybnicky

Nay: None

MOTION CARRIED.

### PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

### RESOLUTIONS

There were no resolutions.

### ORDINANCES

There were no ordinances.

## PUBLIC FORUM

No one appeared at public forum.

### DISCUSSIONS/REPORTS

#### General Manager's Monthly Report

James Burroughs, City Engineer, reported to the Board Constructors, Inc., is currently performing the mill and overlay on the Hannibal Park main roadway and should be finished today. Tim Lottman will begin the Zoellner Ford drainage ditch repairs next Monday, April 21<sup>st</sup>. Olsson, Inc., is currently reviewing bids received for the grit removal project. Burroughs noted the City is still awaiting for the additional funding for this project to be released from the EPA. Burroughs reported a pre-construction meeting was held for the mill and overlay project, which is anticipated to occur at the end of June. A representative from the Southeast Nebraska Development District (SENDD) was present at this meeting to review grant required paperwork. The Lift Station #6 Improvement project is anticipated to begin April 24<sup>th</sup>. Burroughs noted he met with the Downtown Committee regarding the 4<sup>th</sup> and 5<sup>th</sup> Street, Market to Ella beautification project. The decision was made to concentrate on the alley approaches along 4<sup>th</sup> Street. Burroughs is also exploring the possibility of moving the curbs back approximately two feet (2') between Court and Ella, to alleviate the shallow parking, as well as the possibility of lowering the planters along this block.

Rob Mierau, Water Superintendent, reported the Department anticipates the company to be onsite by the end of April to get Well F5 back in service. The upsized VFDs have been installed at the South Reservoir and so far there have been no issues. The Department is looking to simplify the chlorination process. Mierau noted crews have been working on the water main extension on Crest Drive. General Excavation plans to bore the main in this week. The north water tower will be receiving its five (5) year cleaning and painting soon. During this time, additional pumps will be running to assist with the water pressure.

Pat Feist, Electric Superintendent, stated crews are currently working on removing the remaining old poles and equipment on Center Street, from West Court to Belvedere Street. A total of twenty-four (24) poles were replaced due to storm damage. Feist noted he has been working on connecting the SCADA system to fiber in order to transport information more efficiently.

Boardmember Moran inquired if the Electric Department typically sees a large dip in revenues and increased expenses during this time of year. Hannah Bell, Finance Director, reported the most notable difference is Radiant Tech, a large use customer, is now online and the revenues are a month behind the bill being generated. Boardmember Baehr inquired if the City has any concerns about if Radiant Tech ends their service and being able to recoup the costs and Tobias J. Tempelmeyer, City Administrator/General Manager, noted the City has a deposit of approximately two (2) months service for Radiant Tech which will be held pursuant to the agreement with Radiant Tech.

Bell noted the Water Department financials show the expense of the jet truck which will be reimbursed with bond revenue. The other change in the Water Department includes increased depreciation for the SRF projects. The WPC Department financials are on track in comparison to the budget.

Mierau noted ninety-five percent (95%) plans have been submitted for the watermain overhead crossing on the West Court Street Bridge.

Tempelmeyer reported demolition has begun on Lincoln Elementary and the utility installation bids for the Heritage Heights and Corral Crossing developments are due April 24<sup>th</sup>.

Boardmember Zarybnicky inquired about converting Highway 77 from four (4) lanes to three (3) lanes from Mulberry to Dorsey Street. Tempelmeyer explained this recommendation was from a safety study in order to address safety concerns. Tempelmeyer further noted when meeting with NDOT regarding their upcoming mill and overlay project scheduled for 2028, NDOT has indicated the City's cost if we leave Highway 77 a four (4) lane will be approximately \$6.1 million, however, if it is converted to three (3) lanes, the City's share will be approximately \$500,000.

### **ADJOURNMENT**

The next regular BPW Board Meeting will be April 30, 2025 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

Moved by Zarybnicky, seconded by Hartley, that the meeting be adjourned at 12:37 p.m.

Roll Call: Yea: Baehr, Hartley, Leech, Moran, Zarybnicky  
Nay: None

MOTION CARRIED.

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>BEATRICE IRON AND METAL CO</b>				
104671	04/24/2025	1)Battery@48.64(cust#1074)	STREET FUND	48.64
104671	04/24/2025	core (cust#1074)	STREET FUND	20.00
104671	04/24/2025	core return (cust#1074)	STREET FUND	20.00-
104671	04/24/2025	1)XXL Thickster@11.49 (cust#1074)	STREET FUND	11.49
Total BEATRICE IRON AND METAL CO:				60.13
<b>Beatrice Ready Mixed</b>				
B1 726998	04/11/2025	2cy)47B1S383500HW @192.50 -Hospital prkwy	STREET FUND	385.00
B1 727115	04/15/2025	2.25cy)47B1S383500HW @192.50 (air park/n Commerce	STREET FUND	433.13
B1 727146	04/16/2025	21cy)47BTYP13500PRI@201.50 (air park/n commerce	STREET FUND	4,231.50
B1 727146	04/16/2025	21cy)Calcium BCC 1%@4.00	STREET FUND	84.00
B1 727569	04/21/2025	2cy)47BTYP13500PRI@201.50 (air park /n comm)	STREET FUND	403.00
B1 727699	04/22/2025	21cy)47BTYP13500PRI@201.50 (air park/n commerce	STREET FUND	4,231.50
B1 727699	04/22/2025	21cy)Calcium BCC 1%@4.00	STREET FUND	84.00
Total Beatrice Ready Mixed:				9,852.13
<b>Beatrice Sand and Gravel</b>				
S1 203890	04/21/2025	28.59tn Screenings @14.80	STREET FUND	423.14
Total Beatrice Sand and Gravel:				423.14
<b>GB Auto Service Inc</b>				
511709188	04/14/2025	Labor - 1) flat repair f/trailer	STREET FUND	22.00
511709267	04/16/2025	labor - 1) flat repair	STREET FUND	55.00
511709268	04/16/2025	Labor - 1) flat repair f/dump truck	STREET FUND	55.00
Total GB Auto Service Inc:				132.00
<b>HOTSY EQUIPMENT CO.</b>				
353244	04/15/2025	1.25) Labor pressure washer	STREET FUND	175.00
353244	04/15/2025	Service Call	STREET FUND	200.00
353244	04/15/2025	Float Valve, Pressure Switch, Relief Valve,Oil, Nozzle	STREET FUND	332.69
Total HOTSY EQUIPMENT CO.:				707.69
<b>Interstate Power Systems, Inc</b>				
R023062736 01	04/23/2025	Labor-Field-Broom machine attachment	STREET FUND	337.50
R023062736 01	04/23/2025	Service- DTS	STREET FUND	23.63
R023062736 01	04/23/2025	Service - shop supplies	STREET FUND	48.50
Total Interstate Power Systems, Inc:				409.63
<b>Landmark Implement Inc</b>				
11891437	04/21/2025	8)Tooth@20.33	STREET FUND	162.64
11891437	04/21/2025	8)Pin@7.88	STREET FUND	63.04
Total Landmark Implement Inc:				225.68
<b>MacQueen Equipment LLC</b>				
P14983	03/26/2025	1)Collar @34.69	STREET FUND	34.69
P15139	04/17/2025	1)Tow Bar Low pvt@155.22	STREET FUND	155.22
P15139	04/17/2025	2)Hex Hd Scr @1.41	STREET FUND	2.82
P15139	04/17/2025	2)Alemite FTG @.76	STREET FUND	1.52
P15139	04/17/2025	2).625 LWSHR-HEL A1F16 @.52	STREET FUND	1.04

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
P15139	04/17/2025	Shipping	STREET FUND	16.15
P15151	04/21/2025	1)Pivot Pin@212.72	STREET FUND	212.72
P15151	04/21/2025	1)MB Arm Weld@1633.95	STREET FUND	1,633.95
P15151	04/21/2025	shipping	STREET FUND	100.34
Total MacQueen Equipment LLC:				2,158.45
<b>NMC, INC</b>				
CUI1475588	04/15/2025	1)Cyl GP-121 5@5198.61	STREET FUND	5,198.61
CUI1475588	04/15/2025	Misc Charges	STREET FUND	298.22
Total NMC, INC:				5,496.83
<b>O'REILLY AUTO PARTS</b>				
0749-466726	04/16/2025	1)Dry Lube@8.99	STREET FUND	8.99
0749-466726	04/16/2025	2)Chain Lube@9.99	STREET FUND	19.98
0749-468008	04/22/2025	1)Micro-V Belt @27.64	STREET FUND	27.64
0749-468653	04/25/2025	1)Capsule@6.51	STREET FUND	6.51
0749-468682	04/25/2025	6)GL-Wiper Fld@3.29	STREET FUND	19.74
0749-468682	04/25/2025	1)Wrench @11.49	STREET FUND	11.49
Total O'REILLY AUTO PARTS:				94.35
<b>PowerPlan</b>				
2436405	04/21/2025	1)Mirror@124.37	STREET FUND	124.37
2436405	04/21/2025	Freight	STREET FUND	25.05
Total PowerPlan:				149.42
<b>R and S Track Maintenance Inc</b>				
24764	04/10/2025	Labor-replace headblock ties	STREET FUND	1,920.00
24764	04/10/2025	Equipment	STREET FUND	990.00
24764	04/10/2025	materials	STREET FUND	522.00
Total R and S Track Maintenance Inc:				3,432.00
<b>ROEHR'S MACHINERY INC.</b>				
IV88657	04/24/2025	1)Sealant, Tire disswall@89.99	STREET FUND	89.99
Total ROEHR'S MACHINERY INC.:				89.99
<b>TRACTOR SUPPLY</b>				
441960	04/24/2025	10)Trv Extreme duty grease@5.99	STREET FUND	59.90
441960	04/24/2025	1)Rain-x foaming war wash @7.99	STREET FUND	7.99
441960	04/24/2025	2)Invisible Glass Aerosol@6.99	STREET FUND	13.98
735765	04/22/2025	1)Chain Tightener@16.49	STREET FUND	16.49
Total TRACTOR SUPPLY:				98.36
<b>Travelers</b>				
3744C0129-WC AU	04/11/2025	Workers Comp Audit 2023/2024	STREET FUND	905.00
Total Travelers:				905.00
<b>VISA</b>				
20081-S-MAR25	04/02/2025	Northern Tool annual renewal fee	STREET FUND	39.99
20081-S-MAR25	04/02/2025	5) hi-vis shirt, xl	STREET FUND	244.19

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
20081-S-MAR25	04/02/2025	6) hi-vis sweatshirt	STREET FUND	220.81
20081-S-MAR25	04/02/2025	1) wrap-around safety glasses	STREET FUND	11.98
20081-S-MAR25	04/02/2025	15) hi-vis shirt	STREET FUND	191.10
20081-S-MAR25	04/02/2025	4) round magnet	STREET FUND	22.96
20081-S-MAR25	04/02/2025	4) 2-pk 9V battery	STREET FUND	29.96
20081-S-MAR25	04/02/2025	Ratchet straps	STREET FUND	12.99
20081-S-MAR25	04/02/2025	500-pk) heavy duty sand bags	STREET FUND	199.99
Total VISA:				973.97
<b>WORLDLAWN POWER EQUIPMENT INC</b>				
IN0000092502	04/14/2025	72" WorldLawn Python Kawasaki FX1000V Mower	STREET FUND	5,000.00
Total WORLDLAWN POWER EQUIPMENT INC:				5,000.00
Grand Totals:				30,208.77

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>All Copy Products Inc</b>				
38993508	04/14/2025	Copier Contract Konica Minolta/400 Ella/Apr25-split	ELECTRIC FUND	146.26
38993508	04/14/2025	Copier Contract Konica Minolta/400 Ella/Apr25-split	WATER FUND	146.25
38993508	04/14/2025	Copier Contract Konica Minolta/400 Ella/Apr25-split	WPC	146.25
553646811	04/16/2025	Copier Contract/Zab Office NE0244/Apr25	ELECTRIC FUND	66.34
553646811	04/16/2025	Copier Contract/Zab Office NE0244/Apr25	WATER FUND	66.33
Total All Copy Products Inc:				571.43
<b>American Electric Power</b>				
175-21550081	04/09/2025	SPP Charges for March 2025 15,420 MWH @ 38.95	ELECTRIC FUND	600,609.00
175-21550081	04/09/2025	Radiant Tech Admin Fee fi March 2025 6,271.60 MWH @ 0.85	ELECTRIC FUND	5,330.86
175-21550081	04/09/2025	Congestion/Imbalance credit/chg for March 2025	ELECTRIC FUND	12,800.62
175-21550081	04/09/2025	SPP Initial Charges for March 2025	ELECTRIC FUND	127,830.67
175-21550081	04/09/2025	SPP charges for prior months	ELECTRIC FUND	2,195.25
175-21550081	04/09/2025	SPP settlement - Final	ELECTRIC FUND	401.70
Total American Electric Power:				719,176.36
<b>American Public Power Association</b>				
000205088	12/31/2024	APPA Member Dues	ELECTRIC FUND	9,985.49
Total American Public Power Association:				9,985.49
<b>Beatrice Iron and Metal</b>				
104624	04/23/2025	1)Stant@6.62 (cust#1070)	WATER FUND	6.62
104624	04/23/2025	1)Stant@8.49(cust#1070)	WATER FUND	8.49
104624	04/23/2025	Sales Tax	WATER FUND	1.13
Total Beatrice Iron and Metal:				16.24
<b>Beatrice Ready Mixed</b>				
1B 49136	04/18/2025	2)1/2x5 exp joint @5.70	ELECTRIC FUND	11.40
1B 49136	04/18/2025	1)5" Foam Exp Joint 50' @15.00	ELECTRIC FUND	15.00
1B 49136	04/18/2025	Sales Tax	ELECTRIC FUND	1.99
1B 49174	04/21/2025	6.04tn)Fill Sand @17.00/tn	WATER FUND	102.68
1B 49174	04/21/2025	Sales Tax	WATER FUND	7.70
1B 49175	04/21/2025	6.41tn)Fill Sand tn@17.00	WATER FUND	108.97
1B 49175	04/21/2025	Sales Tax	WATER FUND	8.17
1B 49213	04/22/2025	13.94tn)Fill Sand@17.00	WATER FUND	236.98
1B 49213	04/22/2025	Sales Tax	WATER FUND	17.77
B1 727147	04/16/2025	1.50cy)SGAE3500@188.00-6/bell	ELECTRIC FUND	282.00
B1 727147	04/16/2025	Sales Tax	ELECTRIC FUND	21.15
B1 727148	04/16/2025	14cy)Sand Fill & Water @63.00	WATER FUND	882.00
B1 727148	04/16/2025	Sales Tax	WATER FUND	66.15
B1 727470	04/18/2025	4cy)47B1S83500HW@192.50	WATER FUND	770.00
B1 727470	04/18/2025	Sales Tax	WATER FUND	57.75
B1 727568	04/21/2025	7cy)Sand Fill & Water@63.00	WATER FUND	441.00
B1 727568	04/21/2025	Sales Tax	WATER FUND	33.08
Total Beatrice Ready Mixed:				3,063.79
<b>Black Hills Energy</b>				
7743125526-APR25	04/14/2025	Gas Bill/1300 Beaver -Apr25	WPC	533.54
7743125526-APR25	04/14/2025	Gas Bill/1300 Beaver/Dewatering Bldg-Apr25	WPC	234.22
7743125526-APR25	04/14/2025	Gas Bill/1831 1/2 Carlyle Street/LS#4/Apr25	WPC	50.46

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Black Hills Energy:				818.22
<b>Blackburn Manufacturing</b>				
IN0001171	04/10/2025	3000)Printed 4x5 Vinyl Flags-Blue@.0932	WATER FUND	279.60
IN0001171	04/10/2025	FREIGHT	WATER FUND	81.96
IN0001171	04/10/2025	Sales Tax	WATER FUND	27.12
Total Blackburn Manufacturing:				388.68
<b>Bomgaars Supply Inc</b>				
452735	04/21/2025	1)Folding Knife @13.99	ELECTRIC FUND	13.99
452735	04/21/2025	1)Utility Knife Blades@16.99	ELECTRIC FUND	16.99
452735	04/21/2025	Sales Tax	ELECTRIC FUND	2.32
453919	04/24/2025	2)Electrical Tape@2.79	WATER FUND	5.58
453919	04/24/2025	Sales Tax	WATER FUND	.42
Total Bomgaars Supply Inc:				39.30
<b>Border States Industries, Inc</b>				
929858365	04/14/2025	25)10' FIBERGLASS DEADEND ARM (returned incorrect arm PO11005)	ELECTRIC FUND	9,219.74-
930207833	04/14/2025	25)10' FIBERGLASS DEADEND ARM (shipped correct arm PO11005)	ELECTRIC FUND	11,513.52
930207839	04/14/2025	2)MIW-2843-20 M18 UTL FENCE STAPLER	ELECTRIC FUND	1,272.86
930207839	04/14/2025	2)MIW-MPU112-960 1-1/2IN 9GA STAPLE	ELECTRIC FUND	191.35
930207839	04/14/2025	1)MIW-2475-20 M12 INFLATOR & COMPRESSOR	ELECTRIC FUND	84.93
930247191	04/21/2025	1)MIW-48-11-1881 FORGE XC8.0 BATTERY	ELECTRIC FUND	213.93
930247204	04/21/2025	4)CPR-3290948D01B BUSING NOSE ASY 600A (40 WEEKS)	ELECTRIC FUND	374.27
Total Border States Industries, Inc:				4,431.12
<b>Burroughs, Debbie</b>				
MILEAGE JAN - MARCH 2	03/31/2025	Mileage Reimbursement	ELECTRIC FUND	18.90
Total Burroughs, Debbie:				18.90
<b>Cary D Udell</b>				
6364	04/25/2025	Service Center Cleaning for Apr 2025	ELECTRIC FUND	945.00
6364	04/25/2025	1)PineSol	ELECTRIC FUND	24.55
6364	04/25/2025	2)360 Dusters	ELECTRIC FUND	28.88
6364	04/25/2025	Sales Tax	ELECTRIC FUND	74.88
6365	04/25/2025	Office Cleaning WPC for Apr25	WPC	360.00
Total Cary D Udell:				1,433.31
<b>Charter Communications</b>				
176175101041425	04/14/2025	Business Internet/400 Ella Street/Apr25	ELECTRIC FUND	107.50
176175101041425	04/14/2025	Business Internet/400 Ella Street/Apr25	ELECTRIC FUND	107.50
Total Charter Communications:				215.00
<b>CINTAS LOC 749</b>				
4227411764	04/15/2025	Uniform Cleaning/Rental WPC	WPC	44.33
4228133175	04/22/2025	Uniform Cleaning/Rental WPC	WPC	44.33
Total CINTAS LOC 749:				88.66

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>City Motor Supply</b>				
909241	04/18/2025	1)Napa Gold Oil Filter@8.70	WPC	8.70
909241	04/18/2025	3)NAPA 15W50qt@4.49	WPC	13.47
909257	04/21/2025	1)Napa Gold Oil Filter@6.66	WPC	6.66
909257	04/21/2025	12)NAPA 5W30 Qt @4.49	WPC	53.88
Total City Motor Supply:				82.71
<b>Core and Main</b>				
W254950	04/17/2025	15)3/4" PLASTIC x 1" PLASTIC 3-PART UNION #390710C4434QNL	WATER FUND	431.02
W254950	04/17/2025	15)1" COPPER COMP. x 1" I.P. COMP. 3-PART #3910C4644QNL C46-44Q	WATER FUND	669.51
W254950	04/17/2025	20)CORP COUPLING STRAIGHT 1" #3910C0444QNL C04-44QNL	WATER FUND	678.97
W254950	04/17/2025	4)1" DOUBLE COMPRESSION 90 DEG. BEND #3910L4444QNL L44-44Q	WATER FUND	164.13
Total Core and Main:				1,943.63
<b>Creek, Kienen D</b>				
CDL-2025	04/15/2025	CDL-Reimbursement	WATER FUND	32.49
Total Creek, Kienen D:				32.49
<b>DataShield Corporation</b>				
0159581	03/24/2025	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	49.50
0159581	03/24/2025	Fuel Surcharge	ELECTRIC FUND	5.03
0161917	04/22/2025	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	49.50
0161917	04/22/2025	Fuel Surcharge	ELECTRIC FUND	5.03
Total DataShield Corporation:				109.06
<b>Dutton-Lainson Co</b>				
912336 1	04/24/2025	1)12" Grd Strap @3.47	ELECTRIC FUND	3.47
912336 1	04/24/2025	Sales Tax	ELECTRIC FUND	.26
Total Dutton-Lainson Co:				3.73
<b>Eakes Office Solutions</b>				
9107301-0	04/10/2025	State Sales/Use	ELECTRIC FUND	5.77-
9107301-0	04/10/2025	City Sales/Use	ELECTRIC FUND	2.10-
9107301-0	04/10/2025	1)Paper,Coated 42x150@104.91	ELECTRIC FUND	104.91
9107301-0	04/10/2025	Use Tax	ELECTRIC FUND	7.87
9117266-0	04/03/2025	State Sales/Use	ELECTRIC FUND	6.67-
9117266-0	04/03/2025	City Sales/Use	ELECTRIC FUND	2.42-
9117266-0	04/03/2025	1bx)Folder file @14.49	ELECTRIC FUND	14.49
9117266-0	04/03/2025	1bx)Pocket,exp str lgl@106.74	ELECTRIC FUND	106.74
9117266-0	04/03/2025	Use Tax	ELECTRIC FUND	9.09
9121435-0	04/10/2025	State Sales/Use	ELECTRIC FUND	2.58-
9121435-0	04/10/2025	City Sales/Use	ELECTRIC FUND	.94-
9121435-0	04/10/2025	1bx)Pkt,File,Ltr2.5 exp@46.99	ELECTRIC FUND	46.99
9121435-0	04/10/2025	Use Tax	ELECTRIC FUND	3.52
Total Eakes Office Solutions:				273.13
<b>Echo Group, Inc.</b>				
S011149796.001	04/10/2025	1)KLN 10 in one screw driver @17.20	ELECTRIC FUND	18.49
S011149796.001	04/10/2025	2)Scepter PVC Male Adapter 1/2" @.31	ELECTRIC FUND	.67

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Echo Group, Inc.:				19.16
<b>GB Auto Service Inc</b>				
511709321	04/18/2025	Labor-flat repair	ELECTRIC FUND	22.00
Total GB Auto Service Inc:				22.00
<b>General Excavating LLC</b>				
142163	04/18/2025	260ft) Directional Boring 8"-19.50/ft	WATER FUND	5,070.00
Total General Excavating LLC:				5,070.00
<b>Grainger</b>				
9476122750	04/16/2025	2)2.75W,T3-1/4 indicator lights@13.44	ELECTRIC FUND	26.88
9476122750	04/16/2025	Sales Tax	ELECTRIC FUND	2.02
Total Grainger:				28.90
<b>Hamm Glass Inc</b>				
5861	04/14/2025	Remove broken part adjust door latch-sub 5	ELECTRIC FUND	65.00
5861	04/14/2025	Service Call	ELECTRIC FUND	65.00
5862	04/14/2025	Service Call	ELECTRIC FUND	65.00
5862	04/14/2025	North door closer loose tighten and adjust	ELECTRIC FUND	65.00
Total Hamm Glass Inc:				260.00
<b>Heartland Business Systems LLC</b>				
787728-H	04/17/2025	State Sales/Use	ELECTRIC FUND	5.77-
787728-H	04/17/2025	City Sales/Use	ELECTRIC FUND	2.10-
787728-H	04/17/2025	Monthly Microsoft 365-32 Licenses/split 75/25	ELECTRIC FUND	105.00
787728-H	04/17/2025	Use Tax	ELECTRIC FUND	7.87
787728-H	04/17/2025	Monthly Microsoft 365-Licenses/split 75/25	ELECTRIC FUND	315.00
Total Heartland Business Systems LLC:				420.00
<b>Husker Electric Supply</b>				
65163	04/15/2025	400)1-1/2" PVC Sch 40 Conduit @1.69	ELECTRIC FUND	676.00
65163	04/15/2025	12)IPEX 1-1/2" 90 Deg PVC elbow @3.79	ELECTRIC FUND	45.48
65163	04/15/2025	25)IPEX 1-1/2" PVC Coupling @.68	ELECTRIC FUND	17.00
65163	04/15/2025	6)IPEX 1-1/2" Tupe LB PVC Fittings@10.99	ELECTRIC FUND	65.94
65163	04/15/2025	25)Arlington 1-1/2" 2-Hole Steel Rigid Strap @.55	ELECTRIC FUND	13.75
65163	04/15/2025	Sales Tax	ELECTRIC FUND	61.36
Total Husker Electric Supply:				879.53
<b>JK Energy Consulting LLC</b>				
2406	04/15/2025	1hr)Prepared NERC MRO net energy to load calculation for 2024	ELECTRIC FUND	150.00
2406	04/15/2025	20 hrs)Potential Generation Addition Study-prepared cost analysis of new g	ELECTRIC FUND	3,000.00
2406	04/15/2025	2.5 hrs)Potential Generation Add Study-Updated 2024 LMP data based on	ELECTRIC FUND	162.50
2406	04/15/2025	2hrs) Value Hash monthly invoice	ELECTRIC FUND	300.00
Total JK Energy Consulting LLC:				3,612.50
<b>Johnstone Supply</b>				
2335014	04/14/2025	2)Limit Control @61.88	WATER FUND	123.76
2335014	04/14/2025	1)Contactor 3Poles 24 Voltage 40ind @26.55	WATER FUND	26.55

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
2335014	04/14/2025	12)Pleated Filter Merv 10 Standard Capacity @5.33	WATER FUND	63.96
2335014	04/14/2025	Sales Tax	WATER FUND	16.07
Total Johnstone Supply:				230.34
<b>Ken's Pest Control</b>				
072-025	04/15/2025	Pest Treatment/Service Center/April 2025	ELECTRIC FUND	80.63
Total Ken's Pest Control:				80.63
<b>Kobes, Bob</b>				
CDL-2025	04/22/2025	CDL Reimbursement	WPC	35.00
Total Kobes, Bob:				35.00
<b>Lincoln Winwater Works</b>				
110167 01	04/24/2025	1)TAPPING SLEEVE 12 IN X 8 SST-13.52 x 8 MJ	WATER FUND	722.58
Total Lincoln Winwater Works:				722.58
<b>Mead Lumber Company</b>				
11939388	04/18/2025	2)Rule,Tape 1x30@13.43	WATER FUND	26.86
11939388	04/18/2025	1)Rule,Tape 1x25@6.29	WATER FUND	6.29
11939388	04/18/2025	1)4pk Blk Fine Pt Marker@4.99	WATER FUND	4.99
11939388	04/18/2025	4)Chip Brush 3"@2.20	WATER FUND	8.80
11939388	04/18/2025	4)Brush,3"@2.20	WATER FUND	8.80
11939388	04/18/2025	Sales Tax	WATER FUND	4.18
Total Mead Lumber Company:				59.92
<b>NE Department of Revenue</b>				
393274-MAR25	03/31/2025	Use Tax - AP - State	ELECTRIC FUND	577.17
393274-MAR25	03/31/2025	Sales Tax - AR - State	ELECTRIC FUND	.00
393274-MAR25	03/31/2025	Sales Tax - Util - State	ELECTRIC FUND	72,303.42
393274-MAR25	03/31/2025	Use Tax - AP - City	ELECTRIC FUND	209.84
393274-MAR25	03/31/2025	Sales Tax - AR - City	ELECTRIC FUND	.00
393274-MAR25	03/31/2025	Sales Tax - Util - City	ELECTRIC FUND	25,421.65
393274-MAR25	03/31/2025	Sales Tax - Coll Fee Credit	ELECTRIC FUND	150.00
393274-MAR25	03/31/2025	Use Tax - AP - State	WATER FUND	48.63
393274-MAR25	03/31/2025	Sales Tax - AR - State	WATER FUND	44.25
393274-MAR25	03/31/2025	Use Tax - AP - City	WATER FUND	17.69
393274-MAR25	03/31/2025	Sales Tax - AR - City	WATER FUND	16.08
FUEL-MAR25	03/31/2025	Motor fuels tax - Jan - Mar 25	ELECTRIC FUND	776.62
FUEL-MAR25	03/31/2025	Motor fuels tax - Jan - Mar 25	ELECTRIC FUND	287.85
FUEL-MAR25	03/31/2025	Motor fuels tax - Jan - Mar 25	ELECTRIC FUND	453.51
FUEL-MAR25	03/31/2025	Motor fuels tax - Jan - Mar 25	WATER FUND	74.77
FUEL-MAR25	03/31/2025	Motor fuels tax - Jan - Mar 25	WPC	225.25
Total NE Department of Revenue:				100,306.73
<b>Nebraska Public Health Environmental Lab</b>				
589519	04/15/2025	7)Sodium@21.00(Koch)	WATER FUND	147.00
589519	04/15/2025	4)Sodium@21.00	WATER FUND	84.00
589519	04/15/2025	Postage-Flip Lid @5.75	WATER FUND	5.75
589519	04/15/2025	1)EPA 524.2 (VOC's) @237.00	WATER FUND	237.00
589519	04/15/2025	2)Coliform by Coliilerty Quantitray@17.00	WATER FUND	34.00
589519	04/15/2025	10)Coiform by Colilert @ 15.00/ea	WATER FUND	150.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
589519	04/15/2025	1)EPA 515.3 (Herbicides)@258.00	WATER FUND	258.00
589519	04/15/2025	1)Postage-bacti, NO3 or FI@2.00	WATER FUND	2.00
Total Nebraska Public Health Environmental Lab:				917.75
<b>NEXTERA ENERGY RESOURCES</b>				
7480	04/04/2025	Cottonwood Wind/Energy Charge - March 2025	ELECTRIC FUND	126,038.68
937193	04/02/2025	SPP System Capacity - March 2025	ELECTRIC FUND	127,022.00
Total NEXTERA ENERGY RESOURCES:				253,060.68
<b>Northern Safety Company</b>				
906833600	04/11/2025	State Sales Tax	ELECTRIC FUND	8.50-
906833600	04/11/2025	City Sales/Use	ELECTRIC FUND	3.09-
906833600	04/11/2025	2)Pk Qwik Stiks fruit punch@22.60	ELECTRIC FUND	45.20
906833600	04/11/2025	2)Pk Qwik Stiks Lemon Lime @22.60	ELECTRIC FUND	45.20
906833600	04/11/2025	2pk)Qwik Stiks Mixed Berry@22.60	ELECTRIC FUND	45.20
906833600	04/11/2025	Shipping	ELECTRIC FUND	18.92
906833600	04/11/2025	Use Tax	ELECTRIC FUND	11.59
Total Northern Safety Company:				154.52
<b>Olsson, Inc.</b>				
533212	04/14/2025	Work Order 2 River Crossing	WATER FUND	5,022.88
533212	04/14/2025	2023 Professional Services On Call	WATER FUND	343.75
533212	04/14/2025	2023 Professional Services On Call	WATER FUND	343.75
Total Olsson, Inc.:				5,710.38
<b>O'Reilly Automotive, Inc.</b>				
0749-466153	04/14/2025	1)Caliper @34.99	ELECTRIC FUND	34.99
0749-466153	04/14/2025	Sales Tax	ELECTRIC FUND	2.62
0749-466192	04/14/2025	1)Fuse Assrme@6.79	WPC	6.79
0749-466192	04/14/2025	1)Bib Grease @1.99	WPC	1.99
0749-466192	04/14/2025	1)Tweezer Set @5.99	WPC	5.99
0749-467705	04/21/2025	4)O'Reilly DEF@9.99/split	WATER FUND	10.74
0749-467705	04/21/2025	4)O'Reilly DEF@9.99/split	WATER FUND	10.74
0749-467705	04/21/2025	4)O'Reilly DEF@9.99/split	WATER FUND	10.74
0749-467705	04/21/2025	4)O'Reilly DEF@9.99/split	WATER FUND	10.74
Total O'Reilly Automotive, Inc.:				95.34
<b>Pollman LLC</b>				
300471	04/23/2025	Remove sewage lift pump W Court Bridge (LS#1)	WPC	2,000.00
Total Pollman LLC:				2,000.00
<b>Polydyne, Inc.</b>				
1919086	04/11/2025	3)Clarifloc 450lb Drum @ 1.65/lb	WPC	2,227.50
1919086	04/11/2025	1)Clarifloc 450lb Drum @ 1.65/lb	WPC	742.50
Total Polydyne, Inc.:				2,970.00
<b>Roehr's Machinery, Inc.</b>				
IV88618	04/24/2025	1)Tube@196.41	WATER FUND	196.41
IV88618	04/24/2025	Sales tax	WATER FUND	14.73
IV88655	04/24/2025	1)12G-12FFORX @24.64	WATER FUND	24.64

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
IV88655	04/24/2025	1)12G-12MFFOR @32.34	WATER FUND	32.34
IV88655	04/24/2025	3)3/4" Hyd Hose @23.98/ft	WATER FUND	71.94
IV88655	04/24/2025	Sales tax	WATER FUND	9.67
Total Roehr's Machinery, Inc.:				349.73
<b>Sapp Bros. Petroleum, Inc.</b>				
IN4724658	04/16/2025	1100.4)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2025.	ELECTRIC FUND	2,913.86
IN4724658	04/16/2025	879)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	2,351.33
Total Sapp Bros. Petroleum, Inc.:				5,265.19
<b>Sunbelt Solomon Services, LLC</b>				
405478	04/17/2025	1)Gauge, Pressure Vacuum@50.00 (sub10)	ELECTRIC FUND	50.00
405478	04/17/2025	1)Pressure Relief Device, 8PSI@495.00	ELECTRIC FUND	495.00
405478	04/17/2025	1)Bleeder Only, Pressure Vacuum@315.00	ELECTRIC FUND	315.00
405478	04/17/2025	Freight	ELECTRIC FUND	142.12
405478	04/17/2025	Sales Tax	ELECTRIC FUND	75.17
405788	04/25/2025	SUBSTATION 10 DOBLE TESTING	ELECTRIC FUND	4,250.00
Total Sunbelt Solomon Services, LLC:				5,327.29
<b>Surnali LLC</b>				
000876CH	04/22/2025	Clearinghouse Renewal Street 9@40.00	ELECTRIC FUND	360.00
000876CH	04/22/2025	Clearinghouse Renewal BASWA 4@40.00	ELECTRIC FUND	160.00
000876CH	04/22/2025	Clearinghouse Renewal MARS 8@40.00	ELECTRIC FUND	320.00
000876CH	04/22/2025	Driver Registration -Colgrove MARS@25.00	ELECTRIC FUND	25.00
000876CH	04/22/2025	Clearinghouse Renewal Elc 11@40.00	ELECTRIC FUND	440.00
000876CH	04/22/2025	Clearinghouse Renewal Wtr 4@40.00	WATER FUND	160.00
000876CH	04/22/2025	Clearinghouse Renewal WPC 5@40.00	WPC	200.00
Total Surnali LLC:				1,665.00
<b>Tractor Supply Company</b>				
734859	04/14/2025	3)TRV DEF 5gal @16.98	ELECTRIC FUND	50.97
734859	04/14/2025	Sales Tax	ELECTRIC FUND	3.82
734903	04/14/2025	1)Prowler 8gm Sachet Soft Bait 4lb pail@39.99	ELECTRIC FUND	39.99
734903	04/14/2025	Sales Tax	ELECTRIC FUND	3.00
734965	04/15/2025	2)Tomcat 9lb pail Chunx @49.99	ELECTRIC FUND	99.98
734965	04/15/2025	Sales Tax	ELECTRIC FUND	7.50
735299	04/18/2025	1)Stanley Fatmax 10W Rchrg Spotlight @64.99	WPC	64.99
735835	04/23/2025	1)Sprayer 2gal 2pk @39.99	WPC	39.99
735835	04/23/2025	1)2G Pump Sprayer@29.99	WPC	29.99
735835	04/23/2025	2)Farmworks in/out insect concentrate@59.99	WPC	119.98
Total Tractor Supply Company:				460.21
<b>Travelers</b>				
3744C0129-WC AUDIT 24	04/11/2025	Workers Comp Audit 2023/2024	ELECTRIC FUND	97.00
3744C0129-WC AUDIT 24	04/11/2025	Workers Comp Audit 2023/2024	ELECTRIC FUND	2,100.00
3744C0129-WC AUDIT 24	04/11/2025	Workers Comp Audit 2023/2024	WATER FUND	7,159.00
3744C0129-WC AUDIT 24	04/11/2025	Workers Comp Audit 2023/2024	WPC	942.00
Total Travelers:				10,298.00
<b>Tyndale Company, Inc.</b>				
3927910	04/17/2025	6)Drefire Lightwiegth SS tshirt@66.00/Bletscher	ELECTRIC FUND	396.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
3927910	04/17/2025	Embroidery	ELECTRIC FUND	18.00
3927910	04/17/2025	1)Norse FR Hoodie@255.00/Stephens	ELECTRIC FUND	255.00
3927910	04/17/2025	1)Carhartt Canvas Loose Pant @105.00/Stephens	ELECTRIC FUND	105.00
3927910	04/17/2025	Embroidery	ELECTRIC FUND	3.00
3927910	04/17/2025	shipping	ELECTRIC FUND	31.90
3927910	04/17/2025	sales tax	ELECTRIC FUND	60.68
Total Tyndale Company, Inc.:				869.58
<b>U.S. Cellular</b>				
0721741651	04/06/2025	Street - Cell Phone Charges	ELECTRIC FUND	35.41
0721741651	04/06/2025	MARS - Cell Phone Charges	ELECTRIC FUND	132.52
0721741651	04/06/2025	MARS - Tablet Data Charges	ELECTRIC FUND	163.60
0721741651	04/06/2025	Electric - Cell Phone Charges	ELECTRIC FUND	290.23
0721741651	04/06/2025	Electric - Tablet Data Charges	ELECTRIC FUND	143.60
0721741651	04/06/2025	Admin - Cell Phone Charges	ELECTRIC FUND	.00
0721741651	04/06/2025	Admin - Tablet Data Charges	ELECTRIC FUND	.00
0721741651	04/06/2025	Water - Cell Phone Charges	WATER FUND	208.04
0721741651	04/06/2025	Water - Tablet Data Charges	WATER FUND	286.30
0721741651	04/06/2025	WPC - Cell Phone Charges	WPC	61.73
Total U.S. Cellular:				1,321.43
<b>USA Bluebook</b>				
INV00681548	04/14/2025	2)Longopac Cassette Bag @142.95	WPC	285.90
INV00681548	04/14/2025	Freight	WPC	26.97
INV00686636	04/18/2025	Freight	WPC	19.38
INV00686636	04/18/2025	1)SensION+ pH Electrode @292.00	WPC	292.00
Total USA Bluebook:				624.25
<b>Verizon Wireless</b>				
6110851090	04/12/2025	AMI/542071917	ELECTRIC FUND	32.02
6110851090	04/12/2025	GIS TABLET CHRIS/9855	ELECTRIC FUND	25.02
6110851090	04/12/2025	SURVEY EQ TABLET SRV	ELECTRIC FUND	40.04
6110851090	04/12/2025	AMI/542071917	WATER FUND	32.02
6110851090	04/12/2025	WPC	WPC	25.02
Total Verizon Wireless:				154.12
<b>Westlake Hardware, Inc.</b>				
10355511	04/15/2025	1)Wrk Glv Drv CWHD Lth @15.29	WPC	15.29
10355511	04/15/2025	1)Twsted Nylon Rope @19.79	WPC	19.79
10355511	04/15/2025	1)Catalyst Penetr @8.99	WPC	8.99
10355511	04/15/2025	1)Rope Truck 3/8@15.29	WPC	15.29
10355512	04/15/2025	2)Pckup Tool 24 Mecha @5.39	WPC	10.78
10355535	04/16/2025	1)Concrete Mix 60#@4.49	WATER FUND	4.49
10355535	04/16/2025	Sales Tax	WATER FUND	.34
10355552	04/17/2025	1)Hole Saw Kit 13pc@89.99	ELECTRIC FUND	89.99
10355552	04/17/2025	1)MW Quick Lok Ext Bit @20.69	ELECTRIC FUND	20.69
10355552	04/17/2025	Sales Tax	ELECTRIC FUND	8.30
10355557	04/18/2025	1)Sil Max W&D Wht @11.69-sub10	ELECTRIC FUND	11.69
10355557	04/18/2025	Sales Tax	ELECTRIC FUND	.88
Total Westlake Hardware, Inc.:				206.52

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Winn Rack, LLC</b>				
9017	04/21/2025	3)48"x12' Teardrop Uprights@160.00	WATER FUND	480.00
9017	04/21/2025	12)120" x 5" Teardrp Beams@42.50	WATER FUND	510.00
9017	04/21/2025	12)48"x58" Wire Deck@36.00	WATER FUND	432.00
9017	04/21/2025	Shipping	WATER FUND	75.00
9017	04/21/2025	Sales Tax	WATER FUND	112.28
Total Winn Rack, LLC:				<u>1,609.28</u>
<b>Wrightsmen Plbg, Heat and Cool, Inc.</b>				
106065	04/15/2025	20)2"PVC Pipe @1.50	WATER FUND	30.00
106065	04/15/2025	.75)Teflon Tape@2.68	WATER FUND	2.01
106065	04/15/2025	3)2" DWV ST 90@7.98	WATER FUND	23.94
106065	04/15/2025	3)2" DWV 90 @4.14	WATER FUND	12.42
106065	04/15/2025	2)2"DWV 45@4.36	WATER FUND	8.72
106065	04/15/2025	Sales Tax	WATER FUND	5.78
Total Wrightsmen Plbg, Heat and Cool, Inc.:				<u>82.87</u>
Grand Totals:				<u><u>1,147,580.68</u></u>

Dated: \_\_\_\_\_

Chairman: \_\_\_\_\_

Board Members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



April 28, 2025

Attention: Tobias Tempelmeyer  
City of Beatrice  
400 Ella Street  
Beatrice, NE 68310

RE: Bid Review & Recommendation  
2025 Corral Crossing Addition  
JEO Project No. 240608.02

Dear Tobias:

On July 24, 2025, bids were opened at 10 AM for the 2025 Corral Crossing Addition project. In summary, there were eight (8) bidders for this project. The low bidder was Van Kirk Brothers Contracting with a total bid for Groups A thru H of \$979,364.75 The next low bidder was R L Tiemann Construction, Inc. with a total bid of Groups A thru H of \$1,014,461.19 The Engineer's Opinion of Probable Cost was \$1,100,000.00 after the Addendums 1 and 2 were issued prior to bidding. The bid was reviewed for accuracy of and consistency in unit prices for scope of work specified, along with Contractor's experience. Tabulation of the bid is enclosed for your information and review.

In review of the bids received, it is recommended that the City of Beatrice award the project to Van Kirk Brothers Contracting as the corresponding lowest, responsible bidder. Upon the award of the project, we will notify the low-bid Contractor and prepare the contract for execution.

If you have any questions as we work through this process, please feel free to contact me at 402.474.8792 or by email at [ikreikemeier@jeo.com](mailto:ikreikemeier@jeo.com).

Sincerely,

A handwritten signature in black ink that reads "Isaac Kreikemeier".

Isaac Kreikemeier, PE  
Project Manager

Enclosures: Bid Tabulation



## Bid Tab

**PROJECT** | 2025 Corral Crossing Addition

**JEO PROJECT NO.** | 240608.02

**LOCATION** | 400 Ella Street, Beatrice, NE 68310

**LETTING** | April 24, 2025 @ 10am

**OPINION OF PROBABLE COST** | \$1,100,000

Bidder	Total Base Bid (Phase 1) Groups A, B, C & D	Total Alternate Bid Group 1 (Phase 2) Groups E & F	Total Alternate Bid Group 2 (Phase 3) Groups G & H	Total Base Bid (Phase 1, 2 & 3) Groups A, B, C, D, E, F, G & H	Total Base Bid Excluding Sidewalk Removal Price	Start Date
Van Kirk Bros. Contracting Sutton, NE	\$643,509.85	\$117,681.80	\$218,173.10	\$979,364.75	\$964,758.55	August 15, 2025 or before
R L Tiemann Construction, Inc Beatrice, NE	\$661,224.84	\$127,258.30	\$225,978.05	<i>\$1,014,461.19</i>	<i>\$1,004,028.19</i>	June 2025
K2 Construction Lincoln, NE	\$630,975.20	\$141,485.00	\$251,706.80	\$1,024,167.00	\$1,012,690.70	July 1, 2025
M.E. Collins Contracting Co., Inc. Wahoo, NE	\$735,377.10	\$123,186.80	\$236,922.90	\$1,095,486.80	\$1,084,010.50	June 2025
Constructors Inc. Lincoln, NE	\$730,540.79	\$151,922.10	\$261,965.51	<i>\$1,144,428.40</i>	<i>\$1,161,851.51</i>	June 1, 2025
CL Construction LLC Lincoln, NE	\$789,006.21	<i>\$152,382.42</i>	\$290,909.58	<i>\$1,232,298.21</i>	<i>\$1,214,770.77</i>	June 1, 2025
Bauer Infrastructure, LLC Martell, NE	\$873,056.73	\$153,250.63	\$254,487.68	\$1,280,795.04	\$1,242,401.60	Summer 2025
Judds Brothers Construction Co. Lincoln, NE	\$1,009,075.35	\$148,443.40	\$289,374.08	\$1,446,892.83	\$1,426,026.83	May 12, 2025

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

(18)



Tab Sheet

PROJECT | 2025 Corral Crossing Addition

JEO PROJECT NO. | 240608.02

LOCATION | Beatrice, NE

		Van Kirk Bros	RL Tiemann Construction	K2 Construction	M.E. Collins Contracting Co	Constructors Inc	CL Construction	Bauer Infrastructure	Judds Bros Construction										
<b>GROUP A - GRADING AND EROSION CONTROL</b>																			
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	1	LS		\$13,000.00		\$19,000.00		\$20,000.00		\$3,300.00		\$19,928.21		\$21,360.42		\$18,698.67		\$20,000.00
2	Bonding and Insurance	1	LS		\$1,540.00		\$4,500.00		\$1,200.00		\$100.00		\$250.00		\$2,664.05		\$2,525.01		\$11,500.00
3	Construction Entrance	1	EA	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,170.00	\$2,170.00	\$6,936.21	\$6,936.21	\$6,960.14	\$6,960.14	\$5,668.31	\$5,668.31	\$3,250.00	\$3,250.00
4	Site Grading	7,250	CY	\$4.30	\$31,175.00	\$4.50	\$32,625.00	\$3.25	\$23,562.50	\$6.50	\$47,125.00	\$5.14	\$37,265.00	\$5.16	\$37,410.00	\$6.30	\$45,675.00	\$7.50	\$54,375.00
5	Excavation, Established Quantity	2,250	CY	\$6.25	\$14,062.50	\$6.38	\$14,355.00	\$10.40	\$23,400.00	\$23.40	\$52,650.00	\$7.47	\$16,807.50	\$7.50	\$16,875.00	\$16.24	\$36,540.00	\$51.00	\$114,750.00
6	Stripping and Topsoiling	6,600	CY	\$4.20	\$27,720.00	\$4.40	\$29,040.00	\$2.60	\$17,160.00	\$5.40	\$35,640.00	\$5.02	\$33,132.00	\$5.04	\$33,264.00	\$7.79	\$51,414.00	\$9.00	\$59,400.00
7	Silt Fence, High Porosity	31	LF	\$5.50	\$170.50	\$10.00	\$310.00	\$4.30	\$133.30	\$4.60	\$142.60	\$5.08	\$157.48	\$7.20	\$223.20	\$3.82	\$118.42	\$5.00	\$155.00
8	Silt Fence, Low Porosity	1,506	LF	\$3.50	\$5,271.00	\$3.25	\$4,894.50	\$3.90	\$5,873.40	\$3.20	\$4,819.20	\$3.53	\$5,316.18	\$4.02	\$6,054.12	\$3.84	\$5,783.04	\$3.00	\$4,518.00
9	Curb Inlet Protection	10	EA	\$220.00	\$2,200.00	\$250.00	\$2,500.00	\$165.00	\$1,650.00	\$245.00	\$2,450.00	\$269.08	\$2,690.80	\$270.01	\$2,700.10	\$301.89	\$3,018.90	\$250.00	\$2,500.00
10	Seeding, Fertilizer and Mulch	8	ACRE	\$2,200.00	\$17,600.00	\$1,500.00	\$12,000.00	\$715.00	\$5,720.00	\$1,386.00	\$11,088.00	\$1,524.77	\$12,198.16	\$2,700.05	\$21,600.40	\$1,925.13	\$15,401.04	\$1,300.00	\$10,400.00
11	Erosion Control Mat	1,130	SY	\$1.45	\$1,638.50	\$1.90	\$2,147.00	\$1.75	\$1,977.50	\$2.00	\$2,260.00	\$2.15	\$2,429.50	\$1.84	\$2,079.20	\$2.38	\$2,689.40	\$2.00	\$2,260.00
12	Rock Riprap, NDOR Type B	8	TONS	\$138.00	\$1,104.00	\$145.00	\$1,160.00	\$160.00	\$1,280.00	\$134.30	\$1,074.40	\$165.03	\$1,320.24	\$165.60	\$1,324.80	\$111.25	\$890.00	\$160.00	\$1,280.00
13	Remove and Relocate Sign	2	EA	\$100.00	\$200.00	\$500.00	\$1,000.00	\$250.00	\$500.00	\$110.00	\$220.00	\$150.00	\$300.00	\$120.00	\$240.00	\$187.93	\$375.86	\$325.00	\$650.00
14	Remove Tree	3	EA	\$532.00	\$1,596.00	\$650.00	\$1,950.00	\$950.00	\$2,850.00	\$180.00	\$540.00	\$636.22	\$1,908.66	\$638.41	\$1,915.23	\$932.05	\$2,796.15	\$1,600.00	\$4,800.00
<b>TOTAL GROUP A</b>					<b>\$123,077.50</b>		<b>\$127,981.50</b>		<b>\$110,306.70</b>		<b>\$163,579.20</b>		<b>\$131,639.94</b>		<b>\$154,670.66</b>		<b>\$191,593.80</b>		<b>\$289,838.00</b>

<b>GROUP B - ROADWAY</b>																			
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	1	LS		\$8,300.00		\$5,000.00		\$20,000.00		\$20,500.00		\$24,952.21		\$30,160.94		\$20,843.66		\$54,500.00
2	Bonding and Insurance	1	LS		\$3,450.00		\$9,500.00		\$3,000.00		\$100.00		\$250.00		\$5,575.31		\$8,416.71		\$3,500.00
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$2,000.00		\$1,300.00		\$4,350.00		\$2,152.62		\$6,000.12		\$6,011.94		\$3,000.00
4	Remove Sidewalk	10,433	SF	\$1.40	\$14,606.20	\$1.00	\$10,433.00	\$1.10	\$11,476.30	\$1.10	\$11,476.30	\$1.67	\$17,423.11	\$1.68	\$17,527.44	\$3.68	\$38,393.44	\$2.00	\$20,866.00
5	Remove Pavement	367	SY	\$14.00	\$5,138.00	\$9.00	\$3,303.00	\$12.00	\$4,404.00	\$10.90	\$4,000.30	\$16.74	\$6,143.58	\$16.80	\$6,165.60	\$11.03	\$4,048.01	\$10.00	\$3,670.00
6	Subgrade Preparation	3,128	SY	\$2.80	\$8,758.40	\$2.70	\$8,445.60	\$3.00	\$9,384.00	\$2.70	\$8,445.60	\$3.74	\$11,698.72	\$3.59	\$11,229.52	\$6.34	\$19,831.52	\$3.85	\$12,042.80
7	7" Concrete Pavement	3,128	SY	\$62.60	\$195,812.80	\$60.48	\$189,181.44	\$62.90	\$196,751.20	\$71.20	\$222,713.60	\$61.80	\$193,310.40	\$64.22	\$200,880.16	\$74.20	\$232,097.60	\$75.35	\$235,694.80
8	4" Concrete Sidewalk	9,395	SF	\$6.10	\$57,309.50	\$5.90	\$55,430.50	\$4.80	\$45,096.00	\$8.30	\$77,978.50	\$6.61	\$62,100.95	\$8.06	\$75,723.70	\$11.48	\$107,854.60	\$7.85	\$73,750.75
9	Detectable Warning Panels	112	SF	\$88.00	\$9,856.00	\$85.00	\$9,520.00	\$30.00	\$3,360.00	\$37.60	\$4,211.20	\$23.92	\$2,679.04	\$24.00	\$2,688.00	\$99.79	\$11,176.48	\$42.00	\$4,704.00
10	Concrete Curb and Gutter (24"-36" wide)	139	LF	\$31.05	\$4,315.95	\$22.00	\$3,058.00	\$38.00	\$5,282.00	\$49.40	\$6,866.60	\$59.14	\$8,220.46	\$35.03	\$4,869.17	\$31.03	\$4,313.17	\$45.00	\$6,255.00
11	Install Stop Sign with Street Sign and Post	3	EA	\$450.00	\$1,350.00	\$500.00	\$1,500.00	\$425.00	\$1,275.00	\$435.00	\$1,305.00	\$693.62	\$2,080.86	\$660.02	\$1,980.06	\$661.31	\$1,983.93	\$1,000.00	\$3,000.00
12	Adjust Valve Box to Grade	1	EA	\$311.00	\$311.00	\$300.00	\$300.00	\$250.00	\$250.00	\$418.00	\$418.00	\$193.62	\$193.62	\$225.33	\$225.33	\$262.06	\$262.06	\$350.00	\$350.00
13	Install End of Road Marker	6	EA	\$400.00	\$2,400.00	\$300.00	\$1,800.00	\$425.00	\$2,550.00	\$326.00	\$1,956.00	\$520.21	\$3,121.26	\$300.01	\$1,800.06	\$300.60	\$1,803.60	\$250.00	\$1,500.00
14	Concrete Header	64	LF	\$26.00	\$1,664.00	\$25.00	\$1,600.00	\$35.00	\$2,240.00	\$11.20	\$716.80	\$9.46	\$605.44	\$7.38	\$472.32	\$8.63	\$552.32	\$21.00	\$1,344.00
<b>TOTAL GROUP B</b>					<b>\$315,071.85</b>		<b>\$301,071.54</b>		<b>\$306,368.50</b>		<b>\$365,037.90</b>		<b>\$334,932.27</b>		<b>\$365,297.73</b>		<b>\$457,589.04</b>		<b>\$424,177.35</b>

<b>GROUP C - STORM SEWER</b>																			
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	Mobilization	1	LS		\$19,000.00		\$22,500.00		\$5,000.00		\$7,770.00		\$26,309.74		\$26,400.74		\$11,197.35		\$10,000.00
2	Bonding and Insurance	1	LS		\$1,950.00		\$1,950.00		\$1,600.00		\$100.00		\$250.00		\$3,728.51		\$1,322.63		\$4,000.00
3	18" RCP, Class III	359	LF	\$55.25	\$19,834.75	\$57.90	\$20,786.10	\$76.00	\$27,284.00	\$72.10	\$25,883.90	\$67.87	\$24,365.33	\$68.01	\$24,415.59	\$75.21	\$27,000.39	\$100.00	\$35,900.00
4	24" RCP, Class III	85	LF	\$75.75	\$6,438.75	\$78.80	\$6,698.00	\$80.00	\$6,800.00	\$93.50	\$7,857.50	\$92.38	\$7,852.30	\$92.07	\$7,825.95	\$96.46	\$8,199.10	\$125.00	\$10,625.00
5	24" Round Equivalent (RE) RCP, Class III	82	LF	\$88.00	\$7,216.00	\$91.80	\$7,527.60	\$100.00	\$8,200.00	\$127.80	\$10,479.60	\$107.63	\$8,825.66	\$108.00	\$8,856.00	\$113.11	\$9,275.02	\$140.00	\$11,480.00
6	30" RCP, Class III	77	LF	\$93.50	\$7,199.50	\$99.00	\$7,623.00	\$100.00	\$7,700.00	\$120.60	\$9,286.20	\$116.00	\$8,932.00	\$116.40	\$8,962.80	\$119.50	\$9,201.50	\$145.00	\$11,165.00
7	18" RCP Flared End Section	1	EA	\$994.00	\$994.00	\$1,025.00	\$1,025.00	\$1,135.00	\$1,135.00	\$1,105.00	\$1,105.00	\$1,188.72	\$1,188.72	\$1,192.83	\$1,192.83	\$1,662.53	\$1,662.53	\$800.00	\$800.00
8	24" RCP Flared End Section	1	EA	\$1,228.00	\$1,228.00	\$1,250.00	\$1,250.00	\$1,375.00	\$1,375.00	\$1,399.00	\$1,399.00	\$1,468.55	\$1,468.55	\$1,473.64	\$1,473.64	\$1,880.64	\$1,880.64	\$950.00	\$950.00
9	30" RCP Flared End Section	1	EA	\$1,285.00	\$1,285.00	\$1,310.00	\$1,310.00	\$1,480.00	\$1,480.00	\$1,534.00	\$1,534.00	\$1,536.72	\$1,536.72	\$1,542.04	\$1,542.04	\$1,981.23	\$1,981.23	\$1,000.00	\$1,000.00
10	Curb Inlet (y=10')	9	EA	\$6,075.00	\$54,675.00	\$7,150.00	\$64,350.00	\$4,815.00	\$43,335.00	\$5,858.00	\$52,722.00	\$8,359.32	\$75,233.88	\$8,388.23	\$75,494.07	\$7,555.88	\$68,002.92	\$8,500.00	\$76,500.00

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				Van Kirk Bros		RL Tiemann Construction		K2 Construction		M.E. Collins Contracting Co		Constructors Inc		CL Construction		Bauer Infrastructure		Judds Bros Construction	
11	48" Dia. Storm Sewer Manhole	1	EA	\$5,198.00	\$5,198.00	\$5,495.00	\$5,495.00	\$7,160.00	\$7,160.00	\$5,485.00	\$5,485.00	\$6,429.15	\$6,429.15	\$6,451.38	\$6,451.38	\$5,540.42	\$5,540.42	\$7,500.00	\$7,500.00
12	Remove Storm Sewer Structure (< 6' deep)	2	EA	\$375.00	\$750.00	\$385.00	\$770.00	\$500.00	\$1,000.00	\$920.00	\$1,840.00	\$448.46	\$896.92	\$450.01	\$900.02	\$1,257.78	\$2,515.56	\$2,000.00	\$4,000.00
13	Connect to Existing Storm Sewer Structure	1	EA	\$735.00	\$735.00	\$750.00	\$750.00	\$850.00	\$850.00	\$727.00	\$727.00	\$878.98	\$878.98	\$882.02	\$882.02	\$2,184.63	\$2,184.63	\$3,000.00	\$3,000.00
14	Hydrodynamic Separator	1	EA	\$29,934.00	\$29,934.00	\$30,600.00	\$30,600.00	\$43,000.00	\$43,000.00	\$34,951.00	\$34,951.00	\$35,798.00	\$35,798.00	\$35,921.81	\$35,921.81	\$33,400.74	\$33,400.74	\$37,500.00	\$37,500.00
15	72" Dia. Storm Sewer Manhole	1	EA	\$6,025.00	\$6,025.00	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00	\$5,485.00	\$5,485.00	\$7,663.32	\$7,663.32	\$7,689.82	\$7,689.82	\$2,905.97	\$2,905.97	\$7,000.00	\$7,000.00
<b>TOTAL GROUP C</b>				\$162,468.00		\$182,784.70		\$163,919.00		\$166,715.20		\$207,629.27		\$211,767.22		\$186,270.63		\$221,420.00	

**GROUP D – SANITARY SEWER**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$4,950.00		\$6,600.00		\$5,000.00		\$2,450.00		\$7,713.54		\$7,740.22		\$4,065.45		\$9,000.00
2	Bonding and Insurance	1	LS		\$540.00		\$1,500.00		\$500.00		\$100.00		\$250.00		\$985.83		\$601.19		\$1,500.00
3	8" PVC Sanitary Sewer Main, SDR 35	321	LF	\$49.50	\$15,889.50	\$53.60	\$17,205.60	\$61.00	\$19,581.00	\$51.40	\$16,499.40	\$62.78	\$20,152.38	\$63.00	\$20,223.00	\$38.92	\$12,493.32	\$80.00	\$25,680.00
4	4" PVC Sanitary Sewer Service, SDR 26	264	LF	\$40.00	\$10,560.00	\$43.90	\$11,589.60	\$50.00	\$13,200.00	\$41.60	\$10,982.40	\$51.42	\$13,574.88	\$51.60	\$13,622.40	\$42.99	\$11,349.36	\$90.00	\$23,760.00
5	48" Dia. Concrete Manhole	5	VF	\$882.00	\$4,410.00	\$1,127.10	\$5,635.50	\$1,300.00	\$6,500.00	\$800.00	\$4,000.00	\$1,321.47	\$6,607.35	\$1,326.04	\$6,630.20	\$978.08	\$4,890.40	\$1,300.00	\$6,500.00
6	10" x 4" Wye, PVC	12	EA	\$430.00	\$5,160.00	\$445.00	\$5,340.00	\$300.00	\$3,600.00	\$356.00	\$4,272.00	\$522.61	\$6,271.32	\$524.41	\$6,292.92	\$149.28	\$1,791.36	\$150.00	\$1,800.00
7	Remove 10" Sanitary Sewer Main	40	LF	\$16.50	\$660.00	\$17.00	\$680.00	\$25.00	\$1,000.00	\$22.50	\$900.00	\$19.73	\$789.20	\$19.80	\$792.00	\$22.86	\$914.40	\$60.00	\$2,400.00
8	Connect to Existing Sanitary Sewer Main	1	EA	\$723.00	\$723.00	\$836.40	\$836.40	\$1,000.00	\$1,000.00	\$841.00	\$841.00	\$980.64	\$980.64	\$984.03	\$984.03	\$1,497.78	\$1,497.78	\$3,000.00	\$3,000.00
<b>TOTAL GROUP D</b>					\$42,892.50		\$49,387.10		\$50,381.00		\$40,044.80		\$56,339.31		\$57,270.60		\$37,603.26		\$73,640.00

<b>TOTAL BASE BID (PHASE 1) - GROUPS A, B, C &amp; D</b>				\$643,509.85		\$661,224.84		\$630,975.20		\$735,377.10		\$730,540.79		\$789,006.21		\$873,056.73		\$1,009,075.35	
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**GROUP E - ROADWAY**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$2,475.00		\$2,500.00		\$8,850.00		\$4,100.00		\$11,299.25		\$10,665.81		\$12,177.73		\$14,500.00
2	Bonding and Insurance	1	LS		\$900.00		\$2,300.00		\$885.00		\$100.00		\$250.00		\$1,260.04		\$1,442.87		\$2,500.00
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$1,500.00		\$500.00		\$2,170.00		\$2,152.62		\$1,200.03		\$1,202.39		\$2,000.00
4	Subgrade Preparation	1,002	SY	\$2.80	\$2,805.60	\$2.70	\$2,705.40	\$4.00	\$4,008.00	\$2.70	\$2,705.40	\$3.74	\$3,747.48	\$3.78	\$3,787.56	\$3.45	\$3,456.90	\$3.85	\$3,857.70
5	7" Concrete Pavement	1,002	SY	\$62.60	\$62,725.20	\$60.48	\$60,600.96	\$75.00	\$75,150.00	\$71.20	\$71,342.40	\$69.44	\$69,578.88	\$69.38	\$69,518.76	\$79.53	\$79,689.06	\$75.35	\$75,500.70
6	Salvage End of Road Marker	3	EA	\$100.00	\$300.00	\$300.00	\$900.00	\$250.00	\$750.00	\$110.00	\$330.00	\$119.59	\$358.77	\$120.00	\$360.00	\$54.97	\$164.91	\$100.00	\$300.00
7	Install Stop Sign with Street Sign and Post	1	EA	\$450.00	\$450.00	\$500.00	\$500.00	\$750.00	\$750.00	\$430.00	\$430.00	\$693.63	\$693.63	\$660.02	\$660.02	\$661.31	\$661.31	\$1,000.00	\$1,000.00
<b>TOTAL GROUP E</b>					\$71,455.80		\$71,006.36		\$90,893.00		\$81,177.80		\$88,080.63		\$87,452.22		\$98,795.17		\$99,658.40

**GROUP F – SANITARY SEWER**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$4,950.00		\$6,600.00		\$7,500.00		\$2,500.00		\$7,713.54		\$7,740.22		\$20,222.34		\$2,000.00
2	Bonding and Insurance	1	LS		\$580.00		\$2,000.00		\$500.00		\$100.00		\$250.00		\$1,117.83		\$601.19		\$1,000.00
3	8" PVC Sanitary Sewer Main, SDR 35	124	LF	\$49.50	\$6,138.00	\$53.55	\$6,640.20	\$73.00	\$9,052.00	\$51.40	\$6,373.60	\$62.78	\$7,784.72	\$63.00	\$7,812.00	\$41.99	\$5,206.76	\$80.00	\$9,920.00
4	4" PVC Sanitary Sewer Service, SDR 26	309	LF	\$40.00	\$12,360.00	\$43.86	\$13,552.74	\$55.00	\$16,995.00	\$41.60	\$12,854.40	\$51.42	\$15,888.78	\$51.60	\$15,944.40	\$34.30	\$10,598.70	\$55.00	\$16,995.00
5	48" Dia. Concrete Manhole	21	VF	\$887.00	\$18,627.00	\$1,127.00	\$23,667.00	\$620.00	\$13,020.00	\$800.00	\$16,800.00	\$1,321.47	\$27,750.87	\$1,326.04	\$27,846.84	\$719.61	\$15,111.81	\$770.00	\$16,170.00
6	10" x 4" Wye, PVC	4	EA	\$430.00	\$1,720.00	\$445.00	\$1,780.00	\$300.00	\$1,200.00	\$330.00	\$1,320.00	\$522.61	\$2,090.44	\$524.41	\$2,097.64	\$152.11	\$608.44	\$150.00	\$600.00
7	8" x 4" Wye, PVC	4	EA	\$282.00	\$1,128.00	\$294.00	\$1,176.00	\$160.00	\$640.00	\$305.00	\$1,220.00	\$345.62	\$1,382.48	\$346.81	\$1,387.24	\$152.11	\$608.44	\$150.00	\$600.00
8	Connect to Existing Sanitary Sewer Main	1	EA	\$723.00	\$723.00	\$836.00	\$836.00	\$1,685.00	\$1,685.00	\$841.00	\$841.00	\$980.64	\$980.64	\$984.03	\$984.03	\$1,497.78	\$1,497.78	\$1,500.00	\$1,500.00
<b>TOTAL GROUP F</b>					\$46,226.00		\$56,251.94		\$50,592.00		\$42,009.00		\$63,841.47		\$64,930.20		\$54,455.46		\$48,785.00

<b>TOTAL ALTERNATE BID GROUP 1 (PHASE 2) GROUPS E &amp; F</b>				\$117,681.80		\$127,258.30		\$141,485.00		\$123,186.80		\$151,922.10		\$152,382.42		\$153,250.63		\$148,443.40	
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**GROUP G – ROADWAY**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$2,475.00		\$2,500.00		\$8,850.00		\$7,200.00		\$11,569.18		\$25,030.42		\$15,711.14		\$32,000.00
2	Bonding and Insurance	1	LS		\$2,100.00		\$5,000.00		\$1,890.00		\$100.00		\$250.00		\$3,184.89		\$1,202.39		\$3,000.00

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				Van Kirk Bros	RL Tiemann Construction	K2 Construction	M.E. Collins Contracting Co	Constructors Inc	CL Construction	Bauer Infrastructure	Judds Bros Construction
3	Temporary Traffic Control Measures	1	LS	\$1,800.00	\$1,500.00	\$500.00	\$2,170.00	\$2,152.62	\$1,200.03	\$1,202.39	\$2,500.00
4	Subgrade Preparation	2,195	SY	\$2.80 \$6,146.00	\$2.70 \$5,926.50	\$4.00 \$8,780.00	\$2.70 \$5,926.50	\$3.74 \$8,209.30	\$3.78 \$8,297.10	\$5.95 \$13,060.25	\$3.85 \$8,450.75
5	7" Concrete Pavement	2,195	SY	\$62.60 \$137,407.00	\$60.48 \$132,753.60	\$72.60 \$159,357.00	\$71.20 \$156,284.00	\$64.08 \$140,655.60	\$75.47 \$165,656.65	\$72.79 \$159,774.05	\$75.35 \$165,393.25
6	4" Concrete Sidewalk	1,456	SF	\$6.10 \$8,881.60	\$5.90 \$8,590.40	\$4.80 \$6,988.80	\$8.30 \$12,084.80	\$16.07 \$23,397.92	\$7.34 \$10,687.04	\$10.00 \$14,560.00	\$8.43 \$12,274.08
7	Concrete Curb and Gutter (24"-36" wide)	22	LF	\$31.00 \$682.00	\$30.00 \$660.00	\$38.00 \$836.00	\$49.40 \$1,086.80	\$59.09 \$1,299.98	\$54.78 \$1,205.16	\$43.51 \$957.22	\$45.00 \$990.00
8	Detectable Warning Panels	48	SF	\$88.00 \$4,224.00	\$85.00 \$4,080.00	\$30.00 \$1,440.00	\$37.60 \$1,804.80	\$23.92 \$1,148.16	\$24.00 \$1,152.00	\$99.79 \$4,789.92	\$42.00 \$2,016.00
9	Install Stop Sign with Street Sign and Post	2	EA	\$580.00 \$1,160.00	\$500.00 \$1,000.00	\$425.00 \$850.00	\$430.00 \$860.00	\$693.62 \$1,387.24	\$660.02 \$1,320.04	\$661.32 \$1,322.64	\$1,000.00 \$2,000.00
10	Adjust Valve Box to Grade	1	EA	\$310.00 \$310.00	\$300.00 \$300.00	\$250.00 \$250.00	\$418.00 \$418.00	\$193.62 \$193.62	\$225.33 \$225.33	\$214.77 \$214.77	\$350.00 \$350.00
11	Salvage End of Road Marker	3	EA	\$100.00 \$300.00	\$300.00 \$900.00	\$250.00 \$750.00	\$110.00 \$330.00	\$119.59 \$358.77	\$120.00 \$360.00	\$31.49 \$94.47	\$100.00 \$300.00
<b>TOTAL GROUP G</b>				<b>\$165,485.60</b>	<b>\$163,210.50</b>	<b>\$190,491.80</b>	<b>\$188,264.90</b>	<b>\$190,622.39</b>	<b>\$218,318.66</b>	<b>\$212,889.24</b>	<b>\$229,274.08</b>

**GROUP H – SANITARY SEWER**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$5,775.00		\$7,500.00		\$5,000.00		\$2,500.00		\$8,700.16		\$8,730.25		\$3,533.26		\$2,500.00
2	Bonding and Insurance	1	LS		\$660.00		\$2,000.00		\$585.00		\$100.00		\$250.00		\$1,250.44		\$149.10		\$1,200.00
3	8" PVC Sanitary Sewer Main, SDR 35	285	LF	\$49.50	\$14,107.50	\$53.55	\$15,261.75	\$78.00	\$22,230.00	\$51.40	\$14,649.00	\$62.78	\$17,892.30	\$63.00	\$17,955.00	\$38.42	\$10,949.70	\$80.00	\$22,800.00
4	4" PVC Sanitary Sewer Service, SDR 26	330	LF	\$40.00	\$13,200.00	\$43.86	\$14,473.80	\$55.00	\$18,150.00	\$41.60	\$13,728.00	\$51.42	\$16,968.60	\$51.60	\$17,028.00	\$22.77	\$7,514.10	\$50.00	\$16,500.00
5	48" Dia. Concrete Manhole	18	VF	\$887.00	\$15,966.00	\$1,130.00	\$20,340.00	\$725.00	\$13,050.00	\$800.00	\$14,400.00	\$1,321.47	\$23,786.46	\$1,326.04	\$23,868.72	\$930.81	\$16,754.58	\$800.00	\$14,400.00
6	8" x 4" Wye, PVC	8	EA	\$282.00	\$2,256.00	\$294.00	\$2,352.00	\$150.00	\$1,200.00	\$305.00	\$2,440.00	\$345.62	\$2,764.96	\$346.81	\$2,774.48	\$149.99	\$1,199.92	\$150.00	\$1,200.00
7	Connect to Existing Sanitary Sewer Main	1	EA	\$723.00	\$723.00	\$840.00	\$840.00	\$1,000.00	\$1,000.00	\$841.00	\$841.00	\$980.64	\$980.64	\$984.03	\$984.03	\$1,497.78	\$1,497.78	\$1,500.00	\$1,500.00
<b>TOTAL GROUP H</b>					<b>\$52,687.50</b>		<b>\$62,767.55</b>		<b>\$61,215.00</b>		<b>\$48,658.00</b>		<b>\$71,343.12</b>		<b>\$72,590.92</b>		<b>\$41,598.44</b>		<b>\$60,100.00</b>

<b>TOTAL ALTERNATE BID GROUP 2 (PHASE 3) GROUPS G &amp; H</b>	<b>\$218,173.10</b>	<b>\$225,978.05</b>	<b>\$251,706.80</b>	<b>\$236,922.90</b>	<b>\$261,965.51</b>	<b>\$290,909.58</b>	<b>\$254,487.68</b>	<b>\$289,374.08</b>
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<b>TOTAL BID (PHASE 1, 2 &amp; 3) - GROUPS A, B, C, D, E, F, G &amp; H</b>	<b>\$979,364.75</b>	<b>\$1,014,461.19</b>	<b>\$1,024,167.00</b>	<b>\$1,095,486.80</b>	<b>#####</b>	<b>#####</b>	<b>\$1,280,795.04</b>	<b>\$1,446,892.83</b>
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April 28, 2025

Attention: Tobias Tempelmeyer  
City of Beatrice  
400 Ella Street  
Beatrice, NE 68310

RE: Bid Review & Recommendation  
2025 Heritage Heights Addition  
JEO Project No. 240608.01

Dear Tobias:

On July 24, 2025, bids were opened at 10 AM for the 2025 Heritage Heights Addition project. In summary, there were eight (8) bidders for this project. The low bidder was Van Kirk Brothers Contracting with a total bid for Groups A thru F of \$1,324,909.05. The next low bidder was R L Tiemann Construction, Inc. with a total bid of Groups A thru F of \$1,369,011.19. The Engineer's Opinion of Probable Cost was \$1,450,000.00 after the Addendums 1 and 2 were issued prior to bidding. The bid was reviewed for accuracy of and consistency in unit prices for scope of work specified, along with Contractor's experience. Tabulation of the bid is enclosed for your information and review.

In review of the bids received, Van Kirk Brothers Contracting had acknowledged both Addendums 1 and 2, but they used the incorrect bid form that was changed from Addendum 2. Item 14 of Group C was missing from their bid form, hence JEO inserted a \$0.00 unit price associated with that item. Van Kirk Brothers Contracting did use the correct bid form for the Corral Crossing Addition project, and the unit price for Item 14 of Group C was \$6,025.00. If this unit price is applied to the Heritage Heights Addition project, Van Kirk Brothers Contracting would still be the low bidder by the amount of \$38,077.14. It is recommended that the City of Beatrice award the project to Van Kirk Brothers Contracting as the corresponding lowest, responsible bidder. Upon the award of the project, we will notify the low-bid Contractor and prepare the contract for execution.

If you have any questions as we work through this process, please feel free to contact me at 402.474.8792 or by email at [ikreikemeier@jeo.com](mailto:ikreikemeier@jeo.com).

Sincerely,

A handwritten signature in black ink that reads "Isaac Kreikemeier".

Isaac Kreikemeier, PE  
Project Manager

Enclosures: Bid Tabulation



## Bid Tab

**PROJECT** | 2025 Heritage Heights Addition

**JEO PROJECT NO.** | 240608.01

**LOCATION** | 400 Ella Street, Beatrice, NE 68310

**LETTING** | April 24, 2025 @ 10am

**OPINION OF PROBABLE COST** | \$1,450,000

	Bidder	Total Base Bid (Phase 1) Groups A, B, C & D	Total Alternate Bid Group 1 (Phase 2) Groups E & F	Total Base Bid (Phase 1 & 2) Groups A, B, C, D, E & F	Total Base Bid Excluding Sidewalk Removal Price	Start Date
	Van Kirk Bros. Contracting Sutton, NE	\$1,123,594.35	\$201,314.70	\$1,324,909.05	\$1,317,027.05	July 1, 2025 or before
	R L Tiemann Construction, Inc Beatrice, NE	\$1,171,801.77	\$197,209.42	\$1,369,011.19	\$1,363,381.19	June 2025
	M.E. Collins Contracting Co., Inc. Wahoo, NE	\$1,230,698.30	\$219,631.70	\$1,450,330.00	\$1,441,885.00	June 2025
	Constructors Inc. Lincoln, NE	\$1,249,395.85	\$224,462.43	\$1,473,858.28	\$1,464,625.08	June 1, 2025
	K2 Construction Lincoln, NE	\$1,359,811.15	\$214,088.00	\$1,573,899.15	\$1,567,424.65	July 1, 2025
	CL Construction LLC Lincoln, NE	\$1,385,599.37	\$250,873.11	\$1,636,472.48	\$1,627,014.08	June 1, 2025
	Judds Brothers Construction Co. Lincoln, NE	\$1,529,583.50	\$258,146.00	\$1,787,729.50	\$1,776,469.50	May 15 2025
	Bauer Infrastructure, LLC Martell, NE	\$1,588,714.62	\$243,276.62	\$1,831,991.24	\$1,806,881.44	Summer 2025

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

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Tab Sheet

PROJECT | 2025 Heritage Heights Addition

JEO PROJECT NO. | 240608.01

LOCATION | Beatrice, NE

				Van Kirk Bros		RL Tiemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$39,750.00		\$56,000.00		\$52,240.00		\$44,343.49		\$20,000.00		\$60,600.22		\$3,000.00		\$12,680.75
2	Bonding and Insurance	1	LS		\$6,725.00		\$20,000.00		\$100.00		\$250.00		\$7,500.00		\$11,298.64		\$10,000.00		\$4,865.00
3	Construction Entrance	1	EA	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$2,952.00	\$2,952.00	\$6,801.08	\$6,801.08	\$5,000.00	\$5,000.00	\$6,960.03	\$6,960.03	\$3,500.00	\$3,500.00	\$5,655.03	\$5,655.03
4	Site Grading	2,200	CY	\$4.75	\$10,450.00	\$4.85	\$10,670.00	\$5.20	\$11,440.00	\$5.57	\$12,254.00	\$3.25	\$7,150.00	\$5.70	\$12,540.00	\$6.00	\$13,200.00	\$6.08	\$13,376.00
5	Earthwork Measured in Embankment (Established Quantity)	32,100	CY	\$12.85	\$412,485.00	\$13.20	\$423,720.00	\$14.00	\$449,400.00	\$15.07	\$483,747.00	\$21.65	\$694,965.00	\$15.42	\$494,982.00	\$20.75	\$666,075.00	\$19.62	\$629,802.00
6	Stripping and Topsoiling	12,995	CY	\$2.30	\$29,888.50	\$2.35	\$30,538.25	\$2.50	\$32,487.50	\$2.70	\$35,086.50	\$2.60	\$33,787.00	\$2.76	\$35,866.20	\$3.50	\$45,482.50	\$2.65	\$164,386.75
7	Silt Fence, Low Porosity	1,786	LF	\$3.50	\$6,251.00	\$3.25	\$5,804.50	\$3.20	\$5,715.20	\$3.46	\$6,179.56	\$3.05	\$5,447.30	\$5.40	\$9,644.40	\$3.00	\$5,358.00	\$3.45	\$6,161.70
8	Silt Fence, High Porosity	30	LF	\$5.50	\$165.00	\$10.00	\$300.00	\$4.60	\$138.00	\$4.98	\$149.40	\$4.80	\$144.00	\$12.00	\$360.00	\$4.50	\$135.00	\$8.95	\$268.50
9	Curb Inlet Protection	8	EA	\$220.00	\$1,760.00	\$250.00	\$2,000.00	\$245.00	\$1,960.00	\$263.84	\$2,110.72	\$165.00	\$1,320.00	\$360.00	\$2,880.00	\$225.00	\$1,800.00	\$328.63	\$2,629.04
10	Erosion Control Mat	2,011	SY	\$1.45	\$2,915.95	\$1.90	\$3,820.90	\$2.00	\$4,022.00	\$2.11	\$4,243.21	\$1.75	\$3,519.25	\$3.00	\$6,033.00	\$2.00	\$4,022.00	\$1.92	\$3,861.12
11	Seeding, Fertilizer and Mulch	7	ACRE	\$2,200.00	\$15,400.00	\$1,400.00	\$9,800.00	\$1,584.00	\$11,088.00	\$1,495.07	\$10,465.49	\$715.00	\$5,005.00	\$1,800.01	\$12,600.07	\$1,300.00	\$9,100.00	\$2,721.02	\$19,047.14
12	Rock Riprap, NDOR Type B	8	TONS	\$138.00	\$1,104.00	\$140.00	\$1,120.00	\$134.30	\$1,074.40	\$161.82	\$1,294.56	\$160.00	\$1,280.00	\$180.00	\$1,440.00	\$106.00	\$848.00	\$91.90	\$735.20
13	Remove Existing Gas Line	500	LF	\$8.00	\$4,000.00	\$8.50	\$4,250.00	\$8.70	\$4,350.00	\$9.38	\$4,690.00	\$6.40	\$3,200.00	\$14.40	\$7,200.00	\$40.00	\$20,000.00	\$1.30	\$660.00
14	Remove Fence	19	LF	\$3.75	\$71.25	\$4.00	\$76.00	\$4.10	\$77.90	\$4.40	\$83.60	\$19.00	\$361.00	\$4.50	\$85.50	\$74.00	\$1,406.00	\$29.75	\$565.25
15	Remove Tree	2	EA	\$605.00	\$1,210.00	\$740.00	\$1,480.00	\$658.00	\$1,316.00	\$709.43	\$1,418.86	\$955.00	\$1,910.00	\$726.00	\$1,452.00	\$2,050.00	\$4,100.00	\$613.83	\$1,227.66
<b>TOTAL GROUP A</b>					\$537,975.70		\$572,079.65		\$578,361.00		\$613,117.47		\$790,588.55		\$663,942.06		\$788,026.50		\$865,911.14

				Van Kirk Bros		RL Tiemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$15,150.00		\$10,000.00		\$29,600.00		\$30,159.40		\$20,000.00		\$37,980.50		\$25,000.00		\$45,250.92
2	Bonding and Insurance	1	LS		\$4,275.00		\$10,000.00		\$100.00		\$250.00		\$1,500.00		\$6,048.02		\$3,500.00		\$9,121.87
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$2,000.00		\$3,260.00		\$2,110.68		\$1,950.00		\$7,200.03		\$3,300.00		\$7,209.21
4	Remove Sidewalk	5,630	SF	\$1.40	\$7,882.00	\$1.00	\$5,630.00	\$1.50	\$8,445.00	\$1.64	\$9,233.20	\$1.15	\$6,474.50	\$1.68	\$9,458.40	\$2.00	\$11,260.00	\$4.46	\$25,109.80
5	Remove Pavement	277	SY	\$14.00	\$3,878.00	\$9.00	\$2,493.00	\$15.20	\$4,210.40	\$16.42	\$4,548.34	\$12.00	\$3,324.00	\$16.80	\$4,653.60	\$11.00	\$3,047.00	\$11.93	\$3,304.61
6	Remove driveway	112	SY	\$16.00	\$1,792.00	\$9.00	\$1,008.00	\$17.40	\$1,948.80	\$18.76	\$2,101.12	\$12.00	\$1,344.00	\$19.20	\$2,150.40	\$11.00	\$1,232.00	\$19.14	\$2,143.68
7	Remove Curb and Gutter	131	LF	\$14.50	\$1,899.50	\$3.00	\$393.00	\$15.80	\$2,069.80	\$17.00	\$2,227.00	\$4.00	\$524.00	\$17.40	\$2,279.40	\$11.00	\$1,441.00	\$16.67	\$2,183.77
8	Remove Detectable Warning Panels	3	EA	\$54.00	\$162.00	\$250.00	\$750.00	\$58.70	\$176.10	\$55.50	\$166.50	\$15.00	\$45.00	\$64.80	\$194.40	\$215.00	\$645.00	\$120.15	\$360.45
9	Subgrade Preparation	3,620	SY	\$2.80	\$10,136.00	\$2.75	\$9,955.00	\$2.70	\$9,774.00	\$3.67	\$13,285.40	\$2.85	\$10,317.00	\$3.78	\$13,683.60	\$4.00	\$14,480.00	\$6.59	\$23,855.80
10	7" Concrete Pavement	3,507	SY	\$65.50	\$229,708.50	\$60.48	\$212,103.36	\$71.20	\$249,698.40	\$61.20	\$214,628.40	\$64.30	\$225,500.10	\$71.32	\$250,119.24	\$81.00	\$284,067.00	\$74.37	\$260,815.59
11	6" Concrete Driveway	113	SY	\$58.50	\$6,610.50	\$56.52	\$6,386.76	\$76.70	\$8,667.10	\$78.43	\$8,862.59	\$71.00	\$8,023.00	\$80.33	\$9,077.29	\$75.00	\$8,475.00	\$68.44	\$7,733.72
12	4" Concrete Sidewalk	6,980	SF	\$6.10	\$42,578.00	\$5.90	\$41,182.00	\$8.30	\$57,934.00	\$6.48	\$45,230.40	\$4.80	\$33,504.00	\$6.98	\$48,720.40	\$7.50	\$52,350.00	\$9.33	\$65,123.40
13	Concrete Curb and Gutter (24" 36" wide)	131	LF	\$18.65	\$2,443.15	\$25.00	\$3,275.00	\$49.40	\$6,471.40	\$15.43	\$2,021.33	\$38.00	\$4,978.00	\$35.85	\$4,696.35	\$45.00	\$5,895.00	\$26.60	\$3,484.60
14	Detectable Warning Panels	104	SF	\$88.00	\$9,152.00	\$85.00	\$8,840.00	\$37.60	\$3,910.40	\$28.66	\$2,980.64	\$30.00	\$3,120.00	\$36.00	\$3,744.00	\$45.00	\$4,680.00	\$24.93	\$2,592.72
15	Install Stop Sign with Street Sign and Post	3	EA	\$580.00	\$1,740.00	\$500.00	\$1,500.00	\$430.00	\$1,290.00	\$680.11	\$2,040.33	\$420.00	\$1,260.00	\$660.00	\$1,980.00	\$1,000.00	\$3,000.00	\$660.84	\$1,982.52
16	Install End of Road Marker	3	EA	\$435.00	\$1,305.00	\$500.00	\$1,500.00	\$330.00	\$990.00	\$510.08	\$1,530.24	\$420.00	\$1,260.00	\$300.00	\$900.00	\$250.00	\$750.00	\$300.38	\$901.14
17	Concrete Header	32	LF	\$26.00	\$832.00	\$30.00	\$960.00	\$11.20	\$358.40	\$9.28	\$296.96	\$35.00	\$1,120.00	\$10.57	\$338.24	\$21.00	\$672.00	\$9.15	\$292.80
<b>TOTAL GROUP B</b>					\$341,343.65		\$317,976.12		\$388,903.80		\$341,672.53		\$324,243.60		\$403,223.87		\$423,794.00		\$461,466.60

				Van Kirk Bros		RL Tiemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$19,450.00		\$24,000.00		\$8,180.00		\$25,035.03		\$5,000.00		\$25,620.09		\$6,000.00		\$14,795.40
2	Bonding and Insurance	1	LS		\$1,750.00		\$5,000.00		\$100.00		\$250.00		\$1,000.00		\$3,274.21		\$4,000.00		\$1,824.37
3	18" RCP, Class III	209	LF	\$54.00	\$11,286.00	\$57.00	\$11,913.00	\$72.10	\$15,068.90	\$65.67	\$13,725.03	\$76.00	\$15,884.00	\$67.20	\$14,044.80	\$82.00	\$17,138.00	\$69.31	\$14,485.79
4	24" RCP, Class III	345	LF	\$70.00	\$24,150.00	\$79.50	\$27,427.50	\$93.50	\$32,257.50	\$91.46	\$31,553.70	\$78.00	\$26,910.00	\$96.30	\$33,223.50	\$100.00	\$34,500.00	\$86.20	\$29,739.00
5	18" RCP Flared End Section	1	EA	\$994.00	\$994.00	\$1,025.00	\$1,025.00	\$1,105.00	\$1,105.00	\$1,165.56	\$1,165.56	\$1,135.00	\$1,135.00	\$1,192.80	\$1,192.80	\$750.00	\$750.00	\$1,667.66	\$1,667.66
6	24" RCP Flared End Section	1	EA	\$1,228.00	\$1,228.00	\$1,250.00	\$1,250.00	\$1,399.00	\$1,399.00	\$1,439.95	\$1,439.95	\$1,370.00	\$1,370.00	\$1,473.61	\$1,473.61	\$900.00	\$900.00	\$1,885.67	\$1,885.67
7	Curb Inlet (y=10')	8	EA	\$6,115.00	\$48,920.00	\$7,200.00	\$57,600.00	\$5,786.00	\$46,288.00	\$8,231.66	\$65,853.28	\$4,885.00	\$37,480.00	\$8,424.03	\$67,392.24	\$7,000.00	\$56,000.00	\$7,566.82	\$60,534.56

				Van Kirk Bros		RL Tlemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
8	48" Dia. Storm Sewer Manhole	1	EA	\$4,693.00	\$4,693.00	\$5,430.00	\$5,430.00	\$4,174.00	\$4,174.00	\$6,244.10	\$6,244.10	\$6,650.00	\$6,650.00	\$6,390.02	\$6,390.02	\$5,800.00	\$5,800.00	\$5,838.47	\$5,838.47
9	Connect to Existing Storm Sewer Pipe	2	EA	\$735.00	\$1,470.00	\$750.00	\$1,500.00	\$678.00	\$1,356.00	\$861.86	\$1,723.72	\$850.00	\$1,700.00	\$882.00	\$1,764.00	\$4,000.00	\$8,000.00	\$389.49	\$778.98
10	Remove CMP Storm Sewer Pipe	12	LF	\$14.00	\$168.00	\$14.30	\$171.60	\$24.50	\$294.00	\$16.42	\$197.04	\$55.00	\$660.00	\$16.80	\$201.60	\$40.00	\$480.00	\$40.78	\$489.36
11	Remove CMP Storm Sewer FES	2	EA	\$115.00	\$230.00	\$117.00	\$234.00	\$153.00	\$306.00	\$134.85	\$269.70	\$250.00	\$500.00	\$138.00	\$276.00	\$180.00	\$360.00	\$353.45	\$706.90
12	Remove Storm Sewer Structure (< 6' deep)	2	EA	\$275.00	\$550.00	\$280.00	\$560.00	\$920.00	\$1,840.00	\$322.47	\$644.94	\$500.00	\$1,000.00	\$330.00	\$660.00	\$2,000.00	\$4,000.00	\$1,225.24	\$2,450.48
13	Hydrodynamic Separator	1	EA	\$27,250.00	\$27,250.00	\$25,041.00	\$25,041.00	\$28,017.00	\$28,017.00	\$28,787.37	\$28,787.37	\$35,000.00	\$35,000.00	\$29,460.11	\$29,460.11	\$30,000.00	\$30,000.00	\$33,386.19	\$33,386.19
14	72" Dia. Storm Sewer Manhole	1	EA	\$0.00	\$0.00	\$5,380.50	\$5,380.50	\$4,174.00	\$4,174.00	\$6,185.48	\$6,185.48	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$8,500.00	\$8,500.00	\$2,561.56	\$2,561.56
<b>TOTAL GROUP C</b>					\$142,139.00	\$166,532.60	\$144,559.40	\$183,074.90	\$184,972.98	\$176,428.00	\$171,144.39								

**GROUP D – SANITARY SEWER**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$8,900.00		\$11,750.00		\$12,340.00		\$15,986.60		\$5,000.00		\$13,620.05		\$6,000.00		\$12,278.73
2	Bonding and Insurance	1	LS		\$1,275.00		\$3,500.00		\$100.00		\$250.00		\$750.00		\$2,295.61		\$3,000.00		\$1,824.72
3	8" PVC Sanitary Sewer Main, SDR 35	729	LF	\$48.00	\$34,992.00	\$53.00	\$38,637.00	\$56.50	\$41,188.50	\$52.42	\$38,214.18	\$55.00	\$40,095.00	\$62.40	\$45,489.60	\$75.00	\$54,675.00	\$41.79	\$30,464.91
4	4" PVC Sanitary Sewer Service, SDR 26	587	LF	\$40.00	\$23,480.00	\$45.00	\$26,415.00	\$47.80	\$28,058.60	\$40.31	\$23,661.97	\$50.00	\$29,350.00	\$52.80	\$30,993.60	\$70.00	\$41,090.00	\$32.06	\$18,819.22
5	48" Dia. Concrete Manhole	40	VF	\$724.00	\$28,960.00	\$750.00	\$30,000.00	\$801.00	\$32,040.00	\$674.69	\$26,987.60	\$570.00	\$22,800.00	\$884.40	\$35,376.00	\$750.00	\$30,000.00	\$541.95	\$21,678.00
6	8" x 4" Wye, PVC	12	EA	\$282.00	\$3,384.00	\$300.00	\$3,600.00	\$314.00	\$3,768.00	\$182.24	\$2,186.88	\$150.00	\$1,800.00	\$346.80	\$4,161.60	\$180.00	\$2,160.00	\$146.87	\$1,762.44
7	8" Cap, PVC	1	EA	\$90.00	\$90.00	\$100.00	\$100.00	\$98.00	\$98.00	\$57.04	\$57.04	\$45.00	\$45.00	\$108.00	\$108.00	\$60.00	\$60.00	\$45.97	\$45.97
8	Connect to Existing Sanitary Sewer Main	1	EA	\$695.00	\$695.00	\$836.40	\$836.40	\$891.00	\$891.00	\$2,889.18	\$2,889.18	\$1,000.00	\$1,000.00	\$984.00	\$984.00	\$3,000.00	\$3,000.00	\$2,301.20	\$2,301.20
9	Remove Sanitary Sewer Pipe	30	LF	\$12.00	\$360.00	\$12.50	\$375.00	\$13.00	\$390.00	\$43.25	\$1,297.50	\$25.00	\$750.00	\$14.40	\$432.00	\$45.00	\$1,350.00	\$33.91	\$1,017.30
<b>TOTAL GROUP D</b>					\$102,136.00	\$115,213.40	\$118,874.10	\$111,530.95	\$101,590.00	\$133,460.46	\$141,335.00	\$90,192.49							

<b>TOTAL BASE BID (PHASE 1) - GROUPS A, B, C &amp; D</b>	\$1,123,594.35	\$1,171,801.77	\$1,230,698.30	\$1,249,395.85	\$1,359,811.15	\$1,385,599.37	\$1,529,583.50	#####
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**GROUP E – ROADWAY**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$5,580.00		\$4,500.00		\$8,180.00		\$19,783.33		\$18,000.00		\$20,820.44		\$9,500.00		\$15,757.32
2	Bonding and Insurance	1	LS		\$2,110.00		\$4,500.00		\$100.00		\$250.00		\$1,200.00		\$2,893.21		\$3,000.00		\$2,432.95
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$2,000.00		\$2,170.00		\$2,110.68		\$1,950.00		\$1,200.00		\$2,100.00		\$1,201.55
4	Subgrade Preparation	2,169	SY	\$2.80	\$6,073.20	\$2.70	\$5,856.30	\$2.70	\$5,856.30	\$3.67	\$7,960.23	\$3.00	\$6,507.00	\$3.78	\$8,198.82	\$4.00	\$8,676.00	\$5.27	\$11,430.63
5	7" Concrete Pavement	2,169	SY	\$65.50	\$142,069.50	\$60.48	\$131,181.12	\$71.20	\$154,432.80	\$60.47	\$131,159.43	\$63.00	\$136,647.00	\$75.09	\$162,870.21	\$80.00	\$173,520.00	\$74.65	\$161,915.85
6	Detectable Warning Panels	16	SF	\$88.00	\$1,408.00	\$85.00	\$1,360.00	\$37.60	\$601.60	\$28.66	\$458.56	\$30.00	\$480.00	\$36.00	\$576.00	\$45.00	\$720.00	\$24.94	\$399.04
7	Install Stop Sign with Street Sign and Post	1	EA	\$580.00	\$580.00	\$500.00	\$500.00	\$430.00	\$430.00	\$680.12	\$680.12	\$425.00	\$425.00	\$660.00	\$660.00	\$1,100.00	\$1,100.00	\$660.85	\$660.85
8	Salvage End of Road Marker	3	EA	\$435.00	\$1,305.00	\$400.00	\$1,200.00	\$110.00	\$330.00	\$510.08	\$1,530.24	\$100.00	\$300.00	\$120.00	\$360.00	\$110.00	\$330.00	\$32.61	\$97.83
<b>TOTAL GROUP E</b>					\$160,925.70	\$161,097.42	\$172,100.70	\$163,932.59	\$165,509.00	\$197,578.68	\$198,946.00	\$193,896.02							

**GROUP F – SANITARY SEWER**

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$5,320.00		\$6,750.00		\$7,150.00		\$20,410.48		\$7,500.00		\$7,890.03		\$5,000.00		\$15,424.24
2	Bonding and Insurance	1	LS		\$505.00		\$1,500.00		\$100.00		\$250.00		\$500.00		\$916.80		\$3,000.00		\$2,048.54
3	8" PVC Sanitary Sewer Main, SDR 35	304	LF	\$48.00	\$14,592.00	\$53.00	\$16,112.00	\$56.50	\$17,176.00	\$53.35	\$16,218.40	\$61.00	\$18,544.00	\$62.40	\$18,969.60	\$75.00	\$22,800.00	\$42.53	\$12,929.12
4	4" PVC Sanitary Sewer Service, SDR 26	280	LF	\$40.00	\$11,200.00	\$45.00	\$12,600.00	\$47.80	\$13,384.00	\$54.26	\$15,192.80	\$54.00	\$15,120.00	\$52.80	\$14,784.00	\$70.00	\$19,600.00	\$43.50	\$12,180.00
5	48" Dia. Concrete Manhole	9	VF	\$724.00	\$6,516.00	\$750.00	\$6,750.00	\$801.00	\$7,209.00	\$774.64	\$6,971.76	\$635.00	\$5,715.00	\$884.40	\$7,959.60	\$800.00	\$7,200.00	\$622.30	\$5,600.70
6	8" x 4" Wye, PVC	8	EA	\$282.00	\$2,256.00	\$300.00	\$2,400.00	\$314.00	\$2,512.00	\$185.80	\$1,486.40	\$150.00	\$1,200.00	\$346.80	\$2,774.40	\$200.00	\$1,600.00	\$149.75	\$1,198.00
<b>TOTAL GROUP F</b>					\$40,389.00	\$46,112.00	\$47,531.00	\$60,529.84	\$48,579.00	\$53,294.43	\$59,200.00	\$49,380.60							

<b>TOTAL ALTERNATE BID GROUP 1 (PHASE 2) GROUPS E &amp; F</b>	\$201,314.70	\$197,209.42	\$219,631.70	\$224,462.43	\$214,088.00	\$250,873.11	\$258,146.00	\$243,276.62
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<b>TOTAL BID (PHASE 1 &amp; 2) - GROUPS A, B, C, D, E &amp; F</b>	\$1,324,909.05	\$1,369,011.19	\$1,450,330.00	\$1,473,858.28	\$1,573,899.15	\$1,636,472.48	\$1,787,729.50	#####
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(25)

**RESOLUTION NUMBER \_\_\_\_\_**

**WHEREAS**, on or about November 10, 2015, the Beatrice Board of Public Works (“BPW”) entered into a Pole Agreement with Charter Communications, Operating, LLC, a Delaware corporation (“Charter”); and

**WHEREAS**, BPW desires to assign all of its rights, title, and interest in said Agreement to the City of Beatrice, Nebraska (“City”); and

**WHEREAS**, Charter desires to assign all of its rights, title, and interest in said Agreement to Spectrum Mid-America, LLC, a Delaware corporation (“Spectrum”); and

**WHEREAS**, City and Spectrum desire to renew the Agreement for an additional five (5) year term; and

**WHEREAS**, City and Spectrum desire to amend said Agreement to provide for subsequent extensions of the Agreement’s term and to add compensation amounts for any and all future five (5) year terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the First Amendment to the Pole Agreement dated November 10, 2015, between the Board of Public Works, and Charter Communications Operating, LLC, in order to provide for subsequent extensions of the Agreement’s term and to add compensation amounts for any and all future five (5) year terms of said Agreement. A copy of said First Amendment, marked as “Exhibit A”, is attached hereto and incorporated by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5<sup>th</sup> day of May, 2025.

Attest:

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Erin Saathoff, CMC, City Clerk

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Robert Morgan, Mayor

# Exhibit "A"

## FIRST AMENDMENT TO POLE AGREEMENT

This First Amendment to Pole Agreement ("First Amendment") dated this \_\_\_ day of \_\_\_\_\_, 202\_\_ is entered into by and between the City of Beatrice Board of Public Works, Nebraska, a municipal corporation ("BPW"), the City of Beatrice, Nebraska, a municipal corporation ("City"), Charter Communications Operating, LLC, a Delaware corporation ("Charter"), and Spectrum Mid-America, LLC, a Delaware corporation ("Spectrum"), a company under common control with Charter.

### RECITALS

**WHEREAS**, on November 10, 2015, BPW entered into a Pole Agreement with Charter (the "Agreement"); and

**WHEREAS**, BPW desires to assign the agreement to the City, pursuant to Article X, Section 10.1 of the Agreement; and

**WHEREAS**, Charter desires to assign the Agreement to Spectrum pursuant to Article X, Section 10.1 of the Agreement; and

**WHEREAS**, City and Spectrum desire to renew the Agreement for an additional five (5) year period and provide for subsequent extensions of the Agreement's term; and

**WHEREAS**, the City and Spectrum desire to amend the Agreement in order to add compensation amounts for any and all future five (5) year terms of the Agreement.

**NOW THEREFORE**, in consideration of mutual promises contained herein, the parties agree as follows:

1. **Assignments.** BPW hereby transfers and assigns all of its rights, title, and interest in the Agreement to City, and City hereby accepts such assignment. Charter hereby transfers and assigns all of its rights, title, and interest in the Agreement to Spectrum, and Spectrum hereby accepts such assignment.
2. **ARTICLE I, Section 1.1**
  - a. Article I, Section 1.1. is hereby amended to include the following sentence at the end of that Section: "The term of this agreement shall be automatically extended thereafter for successive five (5) year terms unless either party provides ninety (90) calendar days written notice of termination."
3. **ARTICLE II, Section 2.1**
  - a. ARTICLE II, Section 2.1 is hereby deleted and restated as follows:

"COMPENSATION

ARTICLE II

2.1 Cable Company shall pay to City for attachment made to poles owned by City an annual rental at the rates described as follows:

August 17, 2015 thru August 16, 2016.....	\$14.00 per pole
August 17, 2016 thru August 16, 2017.....	\$14.50 per pole
August 17, 2017 thru August 16, 2018.....	\$15.00 per pole
August 17, 2018 thru August 16, 2019.....	\$15.50 per pole
August 17, 2019 thru August 16, 2020.....	\$16.00 per pole

If this Agreement is extended for an additional five (5) years as provided in Paragraph 1.1, then Cable Company shall pay to City for attachment made to poles owned by City an annual rental at the rates described as follows:

August 17, 2020 thru August 16, 2021.....	\$16.50 per pole
August 17, 2021 thru August 16, 2022.....	\$17.00 per pole
August 17, 2022 thru August 16, 2023.....	\$17.50 per pole
August 17, 2023 thru August 16, 2024.....	\$18.00 per pole
August 17, 2024 thru August 16, 2025.....	\$18.50 per pole

Effective August 17, 2025, and for each subsequent five (5) year renewal term of this Agreement, the price per pole shall increase by fifty cents (\$0.50) each year. For illustrative purposes, if the Agreement is renewed for an additional five (5) year term, the price per pole will be adjusted to reflect this increase as follows:

August 17, 2025 thru August 16, 2026.....	\$19.00 per pole
August 17, 2026 thru August 16, 2027.....	\$19.50 per pole
August 17, 2027 thru August 16, 2028.....	\$20.00 per pole
August 17, 2028 thru August 16, 2029.....	\$20.50 per pole
August 17, 2029 thru August 16, 2030.....	\$21.00 per pole

The total amount of such annual rental shall be payable in advance on August 17th of each year of the Agreement and shall be computed by multiplying the number of Cable Company attachments to poles owned by City as determined by the Board of Public Works of the City on such date by the rate for the respective year as described in this paragraph. As the formula is calculated by attachment, not by pole, the rental will be calculated by attachment, not by pole. Additional attachments during the year will be prorated at the monthly rate for the balance of the year. Nonpayment of any amount due under this section by the 15th day of September of each respective year, shall constitute a default of this Agreement. Further, Cable Company shall be charged a one percent (1%) per month compounding penalty for each month the payment is delinquent after September 15th of each respective year. Cable Company shall furnish the City with an annual report showing the number of and locations of the attachments to City's poles. Such annual reports shall be submitted to City at the same time as the annual rental amount."

This First Amendment to Pole Agreement is effective as of the date reflected in the first paragraph above.

Attest

THE CITY OF BEATRICE BOARD OF  
PUBLIC WORKS, NEBRASKA, a Municipal  
Corporation

\_\_\_\_\_  
Erin Saathoff, City Clerk

By: \_\_\_\_\_  
Robert Moran, Chair

Attest

THE CITY OF BEATRICE  
NEBRASKA, a Municipal  
Corporation

\_\_\_\_\_  
Erin Saathoff, City Clerk

By: \_\_\_\_\_  
Robert Morgan, Mayor


CHARTER COMMUNICATIONS  
OPERATING, LLC, a Delaware corporation  
By: Charter Communications, Inc., its Manager

\_\_\_\_\_  


Name: Tyler Olson

Title: Area VP

SPECTRUM MID-AMERICA, LLC, a Delaware  
corporation  
By: Charter Communications, Inc., its Manager

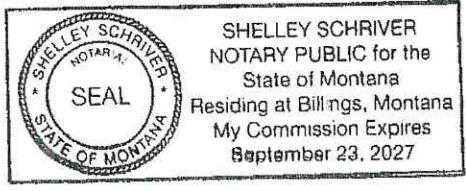
\_\_\_\_\_  


Name: Tyler Olson

Title: Area VP

STATE OF MT )  
COUNTY OF Yellowstone ) ss.

The foregoing instrument was acknowledged before me on this 22 day of April, 2025 by Charter Communications, Inc., Manager and authorized signatory of Charter Communications Operating, LLC, and Spectrum Mid-America, LLC, to be their voluntary act and deed on behalf of said organizations.



Shelley Schriver  
Notary Public

RESOLUTION NUMBER \_\_\_\_\_

**WHEREAS**, the City of Beatrice, Nebraska (“City”) is in the process of developing Corral Crossing Addition (the former Paddock Lane Elementary School Site) into a residential housing development; and

**WHEREAS**, as part of this development, the City will be constructing street and utility improvements; and

**WHEREAS**, the City desires to retain JEO Consulting Group, Inc., (“JEO”) for engineering and material testing services related to the construction of the street and utility improvements for the site.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor, City Clerk, and City Administrator are hereby authorized to execute the Agreement for Professional Services retaining JEO for engineering and material testing services related to the construction of the street and utility improvements for the Corral Crossing Addition site. A copy of said Agreement, marked as “Exhibit A”, is attached hereto and incorporated by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5<sup>th</sup> day of May, 2025.

Attest:

---

Erin Saathoff, CMC, City Clerk

---

Robert Morgan, Mayor

Exhibit "A"



AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between City of Beatrice ("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:

2025 Corral Crossing Addition ("Project") in Beatrice, NE.

JEO Project Number: 240608.04

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**

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**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 provided in Exhibit A.
- 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

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4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

4.02 Total Agreement

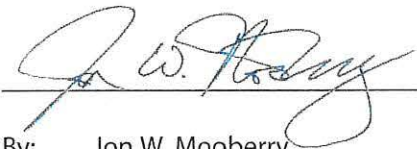
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled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

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

Owner: City of Beatrice

Engineer: JEO Consulting Group, Inc.

By: \_\_\_\_\_

  
By: Jon W. Mooberry

Title: \_\_\_\_\_

Title: Project Manager

Date Signed: \_\_\_\_\_

Date Signed: 4/29/2025

Address for giving notices:

Address for giving notices:

Attn: Tobias J. Tempelmeyer

JEO Consulting Group, Inc.

400 Ella Street

1937 N. Chestnut Street

Beatrice, NE 68310

Wahoo, NE 68066

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

SCOPE OF SERVICES – JEO 240608.04

**PROJECT DESCRIPTION:**

The City of Beatrice plans to construct street and utility improvements in collaboration with and to provide public facilities for the 2025 Corral Crossing Addition (Phases 1, 2, and 3) in Beatrice, NE.

The scope of this agreement is to provide construction engineering and material testing services.

**1. CONSTRUCTION ADMINISTRATION & STAKING**

- 1.1. Schedule and conduct a Pre-construction Conference (Pre-Con), consisting of one (1) meeting prior to the start of construction. This conference will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Discuss construction phasing and access requirements. Notes from the Pre-construction Conference will be provided to all participants by the Engineer.
- 1.2. Review shop drawings and related data supplied by the Contractor.
- 1.3. Provide interpretation of the plans and specifications, when necessary. Provide value engineering review for incorporation into Contract.
- 1.4. Monitor and assist with environmental permitting requirements.
- 1.5. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval. Five (5) progress payments and one final payment is estimated.
- 1.6. Conduct monthly progress meetings, up to four (4) estimated.
- 1.7. Conduct up to five (5) Owner meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 1.8. Consult with and advise Owner during construction in regards to all aspects of the project.
- 1.9. Provide construction staking one time for each of the following (22 trips estimated);
  - 1.9.1. Verification/Re-establishment of horizontal and vertical control on site.
    - GPS Control – Set control points for GPS site grading and Contractor use.
  - 1.9.2. Removals: Marked in the field by paint, if necessary.
  - 1.9.3. Water Main: One offset hub every 100' and at fire hydrants and fittings.
    - No Grade Elevations to be provided.
  - 1.9.4. Sanitary Sewer: One graded offset every 100', two graded offset at each manhole/cleanout, and one lath at services.
  - 1.9.5. Storm Sewer: One graded offset hub every 100'; two offsets per inlet, and two offset per manhole and/or outfall structure.
  - 1.9.6. Subgrade Stakes: Not Provided. To be constructed via GPS Machine Control.
  - 1.9.7. Paving Hubs: Set two rows every 50' and up to 15 offset hubs around cul-de-sac.
  - 1.9.8. Subdivision/Property Corners: Lath at perimeter subdivision points and at property corners to be utilized for construction of services to properties.
- 1.10. Provide as-built drawings plan set in PDF format.
- 1.11. Conduct a final walk-thru and inspection of project with the Contractor and Owner, one (1) meeting.
- 1.12. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 1.13. Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). This recommendation 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.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

- 1.14. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
  - 1.14.1. Issue 6 and 11-month warranty letters to the Owner and Contractor.
  - 1.14.2. Conduct field review of project, one (1) meeting should a field inspection be necessary.
  - 1.14.3. Issue a warranty period correction letter to the contractor for warranty repair items, if necessary.

**2. CONSTRUCTION OBSERVATION (RESIDENT PROJECT REPRESENTATIVE) & MATERIAL TESTING**

- 2.1. JEO will furnish a part-time Resident Project Representative (RPR) and Construction Manager (CM) to observe construction progress and document quality of the work.
  - 2.1.1. For the RPR, an estimated 274 hours total or 12.5 hours per week over 22 weeks of construction is anticipated.
  - 2.1.2. In support of the RPR, an estimated 39 hours or 2 hours per week over 22 weeks is estimated for the Construction Manager to provide on-site inspections.
- 2.2. The duties and responsibilities of the RPR are described as follows:
  - 2.2.1. Mark removals for construction.
  - 2.2.2. Review of contractors work for general compliance with the plans and specifications.
  - 2.2.3. Monitor Contractors' progress and project schedule.
  - 2.2.4. Complete Construction Observation Reports when on site.
  - 2.2.5. Measure pay quantities and coordinate concurrence with Contractor.
  - 2.2.6. Review of materials delivered to the site for specification compliance.
  - 2.2.7. Assist the engineer in interpretation of the plans and specifications to the contractor.
  - 2.2.8. Review and coordinate with materials testing by independent subconsultant lab. *JEO to complete concrete testing and make cylinders on site to be provided to subconsultant.*
  - 2.2.9. Attend progress meetings.
  - 2.2.10. Assist with preparation of As-Built Plans.
  - 2.2.11. Provide monitoring and assistance with SWPPP administration, monitoring, and required inspections to be provided by Contractor.
- 2.3. Material testing is to be completed by Subconsultant with test procedures, requirements, frequency, and locations as set forth in the plans and specifications or as directed by the Owner/Engineer or field representative. Testing will be conducted on an "on-call" basis. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. Invoicing will be based on the tests actually performed.
  - 2.3.1. Material testing on this project may consist of the following services:
    - Compaction tests on earthwork fill, structural fill, and backfill.
    - Compaction tests on pavement subgrades.
    - Test concrete cylinders.
    - Appurtenant laboratory tests on soil, concrete, and asphalt materials.
    - Engineering consultation, reports, and project management.
  - 2.3.2. The scope of material testing services anticipated is outlined and will be billed at the unit rates listed below. Any tests not listed will be billed at normal fee schedule rates in effect at the time of the test.

Material Testing Frequency & Fee Estimate



### Fee Estimate

#### Materials Services

Corral Crossing Addition - Beatrice, NE - Phase 1

Terracon Proposal No. PA3251077

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
<b>01 - EARTHWORK OBSERVATION AND TESTING</b>				
Field Technician	\$ 86.00	36	hours	\$ 3,096.00
Trip Charge (Technician)	\$ 260.00	18	each	\$ 4,680.00
<b>Sub Total</b>				<b>\$ 7,776.00</b>
<b>02 - LABORATORY SOIL/AGGREGATE TESTING</b>				
Standard Proctor, Soil	\$ 210.00	2	tests	\$ 420.00
Atterberg Limits	\$ 130.00	2	tests	\$ 260.00
<b>Sub Total</b>				<b>\$ 680.00</b>
<b>09 - PORTLAND CEMENT CONCRETE TESTING</b>				
Compressive Strength of Concrete (made by others)	\$ 26.00	40	tests	\$ 1,040.00
<b>Sub Total</b>				<b>\$ 1,040.00</b>
<b>20 - PROJECT MANAGEMENT</b>				
Project Coordinator	\$ 86.00	2	hours	\$ 172.00
Project Manager	\$ 140.00	10	hours	\$ 1,400.00
Senior Project Manager / APR	\$ 165.00	1	hours	\$ 165.00
<b>Sub Total</b>				<b>\$ 1,737.00</b>
<b>TOTAL</b>				<b>\$ 11,233.00</b>

### Fee Estimate

#### Materials Services

Corral Crossing Addition - Beatrice, NE - Phase 2

Terracon Proposal No. PA3251077

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
<b>01 - EARTHWORK OBSERVATION AND TESTING</b>				
Field Technician	\$ 86.00	10	hours	\$ 860.00
Trip Charge (Technician)	\$ 260.00	5	each	\$ 1,300.00
<b>Sub Total</b>				<b>\$ 2,160.00</b>
<b>09 - PORTLAND CEMENT CONCRETE TESTING</b>				
Compressive Strength of Concrete (made by others)	\$ 26.00	10	tests	\$ 260.00
<b>Sub Total</b>				<b>\$ 260.00</b>
<b>20 - PROJECT MANAGEMENT</b>				
Project Coordinator	\$ 86.00	1	hours	\$ 86.00
Project Manager	\$ 140.00	2	hours	\$ 280.00
Senior Project Manager / APR	\$ 165.00	1	hours	\$ 165.00
<b>Sub Total</b>				<b>\$ 531.00</b>
<b>TOTAL</b>				<b>\$ 2,951.00</b>

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

Fee Estimate					
Materials Services					
Corral Crossing Addition - Beatrice, NE - Phase 3					
Terracon Proposal No. PA3251077					
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL	
<b>01 - EARTHWORK OBSERVATION AND TESTING</b>					
Field Technician	\$ 86.00	14	hours	\$	1,204.00
Trip Charge (Technician)	\$ 260.00	7	each	\$	1,820.00
<b>Sub Total</b>				\$	<b>3,024.00</b>
<b>09 - PORTLAND CEMENT CONCRETE TESTING</b>					
Compressive Strength of Concrete (made by others)	\$ 26.00	30	tests	\$	780.00
<b>Sub Total</b>				\$	<b>780.00</b>
<b>20 - PROJECT MANAGEMENT</b>					
Project Coordinator	\$ 86.00	1	hours	\$	86.00
Project Manager	\$ 140.00	4	hours	\$	560.00
Senior Project Manager / APR	\$ 165.00	1	hours	\$	165.00
<b>Sub Total</b>				\$	<b>811.00</b>
<b>TOTAL</b>				\$	<b>4,615.00</b>

3. FEE

- 3.1. The total cost to provide construction engineers services will be billed either as lump sum, unit rates, or hourly not to exceed as noted below.
- 3.2. The above mentioned fees includes JEO’s billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

3.3. Tasks	Fee	
Construction Administration & Staking	\$ 41,550	Hourly Not to Exceed
Construction Observation & Material Testing	\$ 61,760	Hourly Not To Exceed*
<b>Total</b>	<b>\$ 103,310</b>	

\*Note, includes billing per unit rates as indicated for material testing.

4. PAYMENT:

- 4.1. We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

5. TIME FRAME:

5.1. Construction Contract Award/NTP	5/5/2025
5.2. Consultant Notice to Proceed (NTP)	5/5/2025
5.3. Construction Start	7/1/2025 (Estimated)
5.4. Substantial Completion	10/31/2025
5.5. Final Completion	11/30/2025

**6. OWNER RESPONSIBILITY:**

6.1. The Owner must provide the following information to the Engineer:

- 6.1.1. Assist with utility conflict resolution and provide additional utility record information, as needed.
- 6.1.2. Assist with any stakeholder issues that arise.
- 6.1.3. Provide ROW/Easement acquisition services and or securing right of entry for Contractor/JEO to complete work, if needed.

**7. EXCLUSIONS:**

- 7.1. Construction administration, staking, or observation services not outlined in scope of services.
- 7.2. Establishment, setting, and filing of property pins for the subdivision plat.
- 7.3. Environmental reviews, permitting, and/or studies not outlined in scope of services.
- 7.4. Any permit fees associated with permit applications.
- 7.5. Special meetings and meetings not outlined in the Scope of Services.
- 7.6. GIS as-built file data for updating of GIS records (Can be provided via supplement).

**8. GENERAL CONDITIONS**

- 8.1. JEO's general conditions are attached as Exhibit B.

## 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 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

## JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

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.

**RESOLUTION NUMBER \_\_\_\_\_**

**WHEREAS**, the City of Beatrice, Nebraska (“City”) is in the process of developing Heritage Heights Addition (the former Lincoln Elementary School Site) into a residential housing development; and

**WHEREAS**, as part of this development, the City will be constructing street and utility improvements; and

**WHEREAS**, the City desires to retain JEO Consulting Group, Inc., (“JEO”) for engineering and material testing services related to the construction of the street and utility improvements for the site.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor, City Clerk, and City Administrator are hereby authorized to execute the Agreement for Professional Services retaining JEO for engineering and material testing services related to the construction of the street and utility improvements for the Heritage Heights Addition site. A copy of said Agreement, marked as “Exhibit A”, is attached hereto and incorporated by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5<sup>th</sup> day of May, 2025.

Attest:

---

Erin Saathoff, CMC, City Clerk

---

Robert Morgan, Mayor



AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between City of Beatrice ("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:

2025 Heritage Heights Addition ("Project") in Beatrice, NE.

JEO Project Number: 240608.03

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**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**

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**2.01 Owner Responsibilities**

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

**ARTICLE 3 - COMPENSATION**

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**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 provided in Exhibit A.
- 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

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4.01 Exhibits

Exhibit A – Scope of Services  
Exhibit B – General Conditions

4.02 Total Agreement

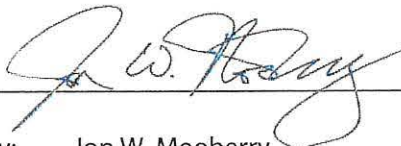
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled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

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

Owner: City of Beatrice

Engineer: JEO Consulting Group, Inc.

By: \_\_\_\_\_

  
By: Jon W. Mooberry \_\_\_\_\_

Title: \_\_\_\_\_

Title: Project Manager \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: 4/29/2025 \_\_\_\_\_

Address for giving notices:

Address for giving notices:

Attn: Tobias J. Tempelmeyer \_\_\_\_\_

JEO Consulting Group, Inc. \_\_\_\_\_

400 Ella Street \_\_\_\_\_

1937 N. Chestnut Street \_\_\_\_\_

Beatrice, NE 68310 \_\_\_\_\_

Wahoo, NE 68066 \_\_\_\_\_

**JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**

**SCOPE OF SERVICES – JEO 240608.03**

**PROJECT DESCRIPTION:**

The City of Beatrice plans to construct street and utility improvements in collaboration with and to provide public facilities for the 2025 Heritage Heights Addition (Phases 1 and 2) in Beatrice, NE.

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- 1.11. Conduct a final walk-thru and inspection of project with the Contractor and Owner, one (1) meeting.
- 1.12. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 1.13. Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). This recommendation 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.

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- 1.14. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
  - 1.14.1. Issue 6 and 11-month warranty letters to the Owner and Contractor.
  - 1.14.2. Conduct field review of project, one (1) meeting should a field inspection be necessary.
  - 1.14.3. Issue a warranty period correction letter to the contractor for warranty repair items, if necessary.

**2. CONSTRUCTION OBSERVATION (RESIDENT PROJECT REPRESENTATIVE) & MATERIAL TESTING**

- 2.1. JEO will furnish a part-time Resident Project Representative (RPR) and Construction Manager (CM) to observe construction progress and document quality of the work.
  - 2.1.1. For the RPR, an estimated 430 hours total or 16.5 hours per week over 26 weeks of construction is anticipated.
  - 2.1.2. In support of the RPR, an estimated 49 hours or 2 hours per week over 26 weeks is estimated for the Construction Manager to provide on-site inspections.
- 2.2. The duties and responsibilities of the RPR are described as follows:
  - 2.2.1. Mark removals for construction.
  - 2.2.2. Review of contractors work for general compliance with the plans and specifications.
  - 2.2.3. Monitor Contractors' progress and project schedule.
  - 2.2.4. Complete Construction Observation Reports when on site.
  - 2.2.5. Measure pay quantities and coordinate concurrence with Contractor.
  - 2.2.6. Review of materials delivered to the site for specification compliance.
  - 2.2.7. Assist the engineer in interpretation of the plans and specifications to the contractor.
  - 2.2.8. Review and coordinate with materials testing by independent subconsultant lab. *JEO to complete concrete testing and make cylinders on site to be provided to subconsultant.*
  - 2.2.9. Attend progress meetings.
  - 2.2.10. Assist with preparation of As-Built Plans.
  - 2.2.11. Provide monitoring and assistance with SWPPP administration, monitoring, and required inspections to be provided by Contractor.
- 2.3. Material testing is to be completed by Subconsultant with test procedures, requirements, frequency, and locations as set forth in the plans and specifications or as directed by the Owner/Engineer or field representative. Testing will be conducted on an "on-call" basis. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. Invoicing will be based on the tests actually performed.
  - 2.3.1. Material testing on this project may consist of the following services:
    - Compaction tests on earthwork fill, structural fill, and backfill.
    - Compaction tests on pavement subgrades.
    - Test concrete cylinders.
    - Appurtenant laboratory tests on soil, concrete, and asphalt materials.
    - Engineering consultation, reports, and project management.
  - 2.3.2. The scope of material testing services anticipated is outlined and will be billed at the unit rates listed below. Any tests not listed will be billed at normal fee schedule rates in effect at the time of the test.

Material Testing Frequency & Fee Estimate



### Fee Estimate

#### Materials Services

Heritage Heights Addition - Beatrice, NE - Phase 1

Terracon Proposal No. PA3251074

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
<b>01 - EARTHWORK OBSERVATION AND TESTING</b>				
Field Technician	\$ 86.00	42 hours		\$ 3,612.00
Trip Charge (Technician)	\$ 260.00	21 each		\$ 5,460.00
<b>Sub Total</b>				<b>\$ 9,072.00</b>
<b>02 - LABORATORY SOIL/AGGREGATE TESTING</b>				
Standard Proctor, Soil	\$ 210.00	2 tests		\$ 420.00
Atterberg Limits	\$ 130.00	2 tests		\$ 260.00
<b>Sub Total</b>				<b>\$ 680.00</b>
<b>09 - PORTLAND CEMENT CONCRETE TESTING</b>				
Compressive Strength of Concrete (made by others)	\$ 26.00	50 tests		\$ 1,300.00
<b>Sub Total</b>				<b>\$ 1,300.00</b>
<b>20 - PROJECT MANAGEMENT</b>				
Project Coordinator	\$ 86.00	3 hours		\$ 258.00
Project Manager	\$ 140.00	12 hours		\$ 1,680.00
Senior Project Manager / APR	\$ 165.00	1 hours		\$ 165.00
<b>Sub Total</b>				<b>\$ 2,103.00</b>
<b>TOTAL</b>				<b>\$ 13,155.00</b>

### Fee Estimate

#### Materials Services

Heritage Heights Addition - Beatrice, NE - Phase 2

Terracon Proposal No. PA3251074

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
<b>01 - EARTHWORK OBSERVATION AND TESTING</b>				
Field Technician	\$ 86.00	20 hours		\$ 1,720.00
Trip Charge (Technician)	\$ 260.00	10 each		\$ 2,600.00
<b>Sub Total</b>				<b>\$ 4,320.00</b>
<b>02 - LABORATORY SOIL/AGGREGATE TESTING</b>				
Standard Proctor, Soil	\$ 210.00	1 tests		\$ 210.00
Atterberg Limits	\$ 130.00	1 tests		\$ 130.00
<b>Sub Total</b>				<b>\$ 340.00</b>
<b>09 - PORTLAND CEMENT CONCRETE TESTING</b>				
Compressive Strength of Concrete (made by others)	\$ 26.00	25 tests		\$ 650.00
<b>Sub Total</b>				<b>\$ 650.00</b>
<b>20 - PROJECT MANAGEMENT</b>				
Project Coordinator	\$ 86.00	2 hours		\$ 172.00
Project Manager	\$ 140.00	5 hours		\$ 700.00
Senior Project Manager / APR	\$ 165.00	1 hours		\$ 165.00
<b>Sub Total</b>				<b>\$ 1,037.00</b>
<b>TOTAL</b>				<b>\$ 6,347.00</b>

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**3. FEE**

- 3.1. The total cost to provide construction engineers services will be billed either as lump sum, unit rates, or hourly not to exceed as noted below.
- 3.2. The above mentioned fees includes JEO’s billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

3.3. Tasks		Fee	
	Construction Administration & Staking	\$ 42,380	Hourly Not to Exceed
	Construction Observation & Material Testing	\$ 84,210	Hourly Not To Exceed*
	<b>Total</b>	<b>\$ 126,590</b>	

\*Note, includes billing per unit rates as indicated for material testing.

**4. PAYMENT:**

- 4.1. We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

**5. TIME FRAME:**

5.1. Construction Contract Award/NTP	5/5/2025
5.2. Consultant Notice to Proceed (NTP)	5/5/2025
5.3. Construction Start	6/1/2025 (Estimated)
5.4. Substantial Completion	10/31/2025
5.5. Final Completion	11/30/2025

**6. OWNER RESPONSIBILITY:**

- 6.1. The Owner must provide the following information to the Engineer:
  - 6.1.1. Assist with utility conflict resolution and provide additional utility record information, as needed.
  - 6.1.2. Assist with any stakeholder issues that arise.
  - 6.1.3. Provide ROW/Easement acquisition services and or securing right of entry for Contractor/JEO to complete work, if needed.

**7. EXCLUSIONS:**

- 7.1. Construction administration, staking, or observation services not outlined in scope of services.
- 7.2. Establishment, setting, and filing of property pins for the subdivision plat.
- 7.3. Environmental reviews, permitting, and/or studies not outlined in scope of services.
- 7.4. Any permit fees associated with permit applications.
- 7.5. Special meetings and meetings not outlined in the Scope of Services.
- 7.6. GIS as-built file data for updating of GIS records (Can be provided via supplement).

**8. GENERAL CONDITIONS**

- 8.1. JEO’s general conditions are attached as Exhibit B.

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**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 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

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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.

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**ORDINANCE NO. 25-14**

**CITY OF BEATRICE, NEBRASKA**

**PASSED AND APPROVED**

**May 5, 2025**

**Authorizing**

**Not to Exceed**

**\$2,600,000**

**CITY OF BEATRICE, NEBRASKA  
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS  
SERIES 2025**

**Ordinance**

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## ORDINANCE NO. 25-14

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF BEATRICE, NEBRASKA OF ITS GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2025, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION SIX HUNDRED THOUSAND DOLLARS (\$2,600,000) TO PAY THE COSTS OF CONSTRUCTING AND IMPROVING CERTAIN STREETS AND RELATED IMPROVEMENTS OF THE CITY; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, AND OTHER TERMS AND DETAILS OF SUCH BONDS; AUTHORIZING THE DESIGNATION OF ANY SERIES OF BONDS AS EITHER TAX-EXEMPT OR TAXABLE OBLIGATIONS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; AUTHORIZING, IF APPLICABLE, THE DESIGNATION OF ANY SERIES OF TAX-EXEMPT BONDS AS QUALIFIED TAX EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA AS FOLLOWS:

### FINDINGS AND DETERMINATIONS

The Mayor and the City Council (the “**Council**”) of the City of Beatrice, Nebraska (the “**City**”) hereby make the following findings and determinations:

1. It is necessary, desirable and advisable that the City construct and improve certain streets and related improvements of the City (collectively, the “**Project**”) pursuant to plans, specifications and estimates of costs prepared by the City’s special engineers.
2. The estimated costs for such improvements are approximately \$2,600,000.
3. Pursuant to the provisions of Section 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the City is authorized (a) to issue its general obligation highway allocation fund pledge bonds to pay the costs of the Project, (b) to pledge funds received from the State of Nebraska Highway Allocation Fund (the “**Highway Allocation Fund**”) to the payment of the principal thereof and the interest thereon, and (c) to levy and collect a tax upon all the taxable

property in the City at such rate or rates, which, together with receipts from the Highway Allocation Fund pledged to the payment of such bonds and such other legally available funds of the City, will be sufficient in amount to pay the principal of such bonds and the interest thereon when and as the same become due.

4. The City has no other funds on hand to pay the costs of the Project.

5. The City expects to receive the sum of \$1,908,313 from the Nebraska Highway Allocation Fund during the fiscal year ending September 30, 2025.

6. Taking into consideration the available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in one or more series in an aggregate principal amount not to exceed \$2,600,000 (the “**Bonds**”) to pay the costs of the Project, including any related warrant or note indebtedness.

7. Annual debt service on the Bonds authorized herein are not expected to exceed the expected annual revenues from the Highway Allocation Fund.

8. All conditions, acts and things required to exist or to be done precedent to the issuance of the Bond, the pledging of funds and the levying of taxes as provided in this Ordinance do exist and have been done as required by law.

## ARTICLE I

### DEFINITIONS

**Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms used in this Ordinance have the following meanings:

“**Act**” means Sections 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denomination**” means \$5,000 and any whole multiple thereof, unless otherwise determined by an Authorized Officer.

“**Authorized Officer**” means the Mayor or the City Clerk, including anyone authorized to act on behalf of any such officer.

“**Beneficial Owner**” means any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Counsel**” means Kutak Rock LLP, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

“**Bonds**” means one or more series of the City’s General Obligation Highway Allocation Fund Pledge Bonds, Series 2025, or such other designation as an Authorized Officer shall determine, authorized and issued by the City pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” has the meaning set forth in the Findings and Determinations hereto.

“**City Clerk**” means the clerk of the City, or such other person duly authorized to sign on his or her behalf.

“**City Treasurer**” means the treasurer of the City, or such other person duly authorized to sign on his or her behalf.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Construction Fund**” means the fund by that name referred to in **Section 501**.

“**Council**” has the meaning set forth in the Findings and Determinations hereto.

“**Debt Service Fund**” means the fund by that name referred to in **Section 501**.

“**Defaulted Interest**” means interest on the Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) (A) the obligations are not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has

covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(iii) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(iv) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated at least “Aa” by Moody’s Investors Service, Inc. or “AA” by Standard & Poor’s Ratings Group.

“**Designated Office**” means (a) the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Ordinance, or (b) the office of the City Treasurer if the City Treasurer is the Paying Agent, and which may be changed by the Paying Agent upon written notice to the City and to each Registered Owner.

“**Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States, or securities which represent an undivided interest in such obligations, which obligations are rated at least “Aa” by Moody’s Investors Service, Inc. or “AA” by Standard & Poor’s Ratings Group and such obligations are held in a custodial account for the benefit of the City.

“**Highway Allocation Fund**” has the meaning set forth in the Findings and Determinations above.

“**Interest Payment Date**” means the dates established by the Authorized Officer pursuant to **Section 210** for the payment of interest on the Bonds.

“**Lender**” has the meaning set forth in **Section 209** hereof.

“**Maturity**” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“**Mayor**” means the Mayor of the City, or such other person duly authorized to sign on his or her behalf.

“**Ordinance**” means this Ordinance passed and approved by the Mayor and the Council, authorizing the issuance of the Bonds, as amended from time to time.

“**Outstanding**” means, when used with reference to the Bonds, as of any particular date of determination, the Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of Article VII hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“**Paying Agent**” means the City Treasurer or a third-party financial institution designated by an Authorized Officer in accordance with **Sections 203** and **210** hereof, and any successors or assigns.

“**Permitted Investments**” means any of the investments permitted by the constitution and statutes of the State for funds of the City.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“**Placement Agent**” has the meaning set forth in **Section 209** hereof.

“**Private Purchaser**” has the meaning set forth in **Section 209** hereof.

“**Project**” means constructing and/or improving certain of the City’s streets and related improvements.

“**Purchaser**” means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of **Section 209** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the fifteenth day of the month (whether or not a business day) immediately preceding each Interest Payment Date.

**“Redemption Date”** when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

**“Redemption Price”** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

**“Registered Owner”** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

**“Replacement Bond”** means a Bond issued to an Owner in accordance with **Section 207** hereof.

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**“State”** means the State of Nebraska.

**“Tax Certificate”** means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Underwriter”** has the meaning set forth in **Section 209** hereof.

**“United States”** means the United States of America.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** The City is hereby authorized and directed to issue the Bonds in one or more series and in an aggregate principal amount not to exceed \$2,600,000 to pay the costs of the Project and issuing the Bonds.

**Section 202. Description of Bonds.** Unless otherwise determined by an Authorized Officer, the Bonds shall consist of fully registered bonds, each series numbered from R-1 upward in order of issuance, in Authorized Denominations. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof and as determined by an Authorized Officer, and shall bear interest at the rates determined by the Authorized Officer in accordance with the provisions of **Section 210** hereof. Unless otherwise determined by an Authorized Officer, the Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

**Section 203. Paying Agent.** The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Paying Agent shall serve as paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the City and the Paying Agent (the “**Paying Agent Agreement**”) in a form approved by an Authorized Officer in accordance with the provisions of **Section 210** hereof. Any Authorized Officer may execute the Paying Agent Agreement.

The City reserves the right, and does hereby authorize the Authorized Officers, or any individually, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the City Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

**Section 204. Method and Place of Payment of Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in legal currency of the United States. The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent. The Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register. At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for

transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, or any persons authorized to act on their behalf. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and the City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by the Paying Agent. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchasers upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of its delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

**Section 209. Sale of Bonds.** In accordance with and subject to the provisions of **Section 210**, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The City is authorized to sell the Bonds to Northland Securities, Inc., as original purchaser of the Bonds (the "Underwriter"), in accordance with **Section 210** of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The City is authorized to enter into a Bond Purchase Agreement (the "Purchase Agreement") between the City and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is

authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The City is further authorized to place the Bonds with a private purchaser (the "**Private Purchaser**") with the assistance of Northland Securities, Inc., as placement agent of the Bonds (the "**Placement Agent**") in accordance with **Section 210** of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The City is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the "**Lender**") to evidence or secure a loan from such Lender to the City or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with **Section 210** of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 210. Parameters and Authorization of Award Certificate.** The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, with respect to each series of Bonds authorized herein, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by any Authorized Officer (the "**Award Certificate**"): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in **Section 201** hereof, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than December 31, 2035 (e) the dates upon which the Bonds shall be sold, which shall not be later than one year from adoption of this Ordinance, (f) the rate or rates of interest to be carried by each maturity, such that the true interest cost shall not exceed 7.00%, (g) the method by which such rate or rates of interest shall be calculated, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and sinking fund installment dates of any Bonds

issued as “term bonds” and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent, if other than the City Treasurer; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement (as defined in **Section 209** hereof), if applicable, (m) the fee of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of the Bonds; (n) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser’s discount or fee and any original issue discount); (o) the identity of the Purchaser, if an entity other than the entity referenced in **Section 209** hereof, and structure of the financing as contemplated in **Section 209** hereof; (p) whether the interest on the Bonds will be exempt from gross income for federal tax purposes or be taxable obligations, (q) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds; (r) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and delivery of the Bonds; and (s) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

### **Section 211. Book-Entry Bonds; Securities Depository.**

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in **Section 211(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 211(b)**.

(b) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended (the “**Exchange Act**”), or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption, provided that in the case of a determination under this Section 209(b)(i)(A) or (B), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities

Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c), then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository, provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) If so directed by the Purchaser, no Securities Depository shall be utilized in connection with the Bonds.

**Section 212. Offering Documents.** The use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

If requested by the Purchaser, the City agrees to provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

## ARTICLE III

### REDEMPTION OF BONDS

#### Section 301. Redemption of Bonds.

(a) ***Optional Redemption by City.*** Unless a shorter period shall be determined by an Authorized Officer, any Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the City on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 210** hereof.

(b) ***Mandatory Sinking Fund Redemption.*** The Authorized Officers, or any individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date. If Term Bonds are redeemed at the option of the City pursuant to **Section 301(a)**, the Term Bonds so optionally redeemed may, at the option of the City, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to **Section 301(a)**, provided that the City shall have delivered to the Paying Agent not less than 45 days prior to such Sinking Fund Payment Date a City certificate stating its election to apply such Term Bonds as such a credit. In such case, the Paying Agent shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such City certificate by the principal amount of Term Bonds so redeemed pursuant to **Section 301(a)**. Any credit given to Mandatory Sinking Fund Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

**Section 302. Selection of Bonds to Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date (or such shorter period as may be acceptable to the Paying Agent) of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed in Authorized Denominations, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the Authorized Denominations provided by this Ordinance. If less than all of the Bonds of a maturity are to be called for redemption, the Paying Agent shall select the particular Bonds of such maturity to be redeemed by lot.

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days (or such shorter period as may be acceptable to the then-Registered Owner of the Bonds) prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that, if the Paying Agent has sufficient funds on the Redemption Date to pay the Redemption Price thereof on such date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date. If such deposit does not occur or if the Paying Agent does not have sufficient funds on the Redemption Date to pay the Redemption Price, the redemption notice shall be canceled and the Bonds shall continue to bear interest as if the Bonds had not been called for redemption.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

#### **ARTICLE IV**

#### **SECURITY FOR AND PAYMENT OF BONDS**

For the prompt payment of the Bonds and all interest thereon, when and as the same shall become due, the Council hereby pledges all receipts now or hereafter received by the City from the Highway Allocation Fund. Such pledge shall not prevent the City from applying receipts from the Highway Allocation Fund to other qualifying uses under the Act. The City further reserves the right to issue additional highway allocation fund pledge bonds that are payable on par with the Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

To the extent that receipts from the Highway Allocation Fund and any other legally available moneys of the City appropriated for such purposes are insufficient to timely pay the principal of and the interest on the Bonds, the Council hereby covenants and agrees that it will cause to be levied and collected annually a tax on all taxable property in the City, in addition to all other taxes now or hereafter authorized to be levied by the City, sufficient in amount to pay the principal of and interest on the Bonds until the same is fully paid. The full faith, credit and

resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due, whether at maturity or earlier redemption.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of and interest on the Bonds and other outstanding bonds payable from such tax as and when the same become due, whether at maturity or earlier redemption, and the fees and expenses of the Paying Agent. If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when such taxes are collected.

The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and any registered owners of any Bond may either in law or equity or suit, action, mandamus or other proceedings enforce or compel performance of this Ordinance.

#### ARTICLE V

### ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

**Section 501. Establishment of Funds.** The Council hereby establishes in the treasury of the City the following separate funds, which shall be held and administered by the City Treasurer:

- (a) Construction Fund; and
- (b) Debt Service Fund.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bond as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

**Section 503. Application of Money in the Construction Fund.** Money in the Construction Fund shall be used by the City solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's engineers approved by the Council and on file in the office of the City Clerk, including any alterations in or amendments to such plans and specifications deemed advisable by the City's engineers and approved by the Council, and (b) paying the costs and expenses of issuing the Bonds. The City Treasurer shall make a withdrawal from the Construction Fund to pay Project costs only upon

receipt of a certificate executed by the City's engineers stating that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Bond without a certificate from the City's engineers. Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

**Section 504. Application of Money in the Debt Service Fund.** All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The City Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money. Any money or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the general fund of the City.

**Section 505. Deposits and Investment of Money.** Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the City Treasurer at the direction of the Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

**Section 506. Payments Due on Saturdays, Sundays and Holidays.** If any payment on any Bond is due on a date which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect

as if made on such payment date, and no interest shall accrue for the period after such payment date.

**Section 507. Nonpresentment of the Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## ARTICLE VI

### REMEDIES

**Section 601. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 602. Limitation on Rights of Owners.** The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as

to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of

the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**Section 801. Tax Covenants.** The Council covenants and agrees that, with respect to any series of Tax-Exempt Bonds that are issued as obligations, the interest on which is exempt from gross income for federal tax purpose in accordance with **Section 209** hereof (the “**Tax-Exempt Bonds**”):

(a) That (i) the City will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Tax-Exempt Bonds, and (ii) the City will not use or permit the use of any proceeds of Tax-Exempt Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Tax-Exempt Bonds. In addition, the City will adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Tax-Exempt Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) That (i) the City will use the proceeds of the Tax-Exempt Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Tax-Exempt Bonds are issued, and (ii) the City will not invest or directly or indirectly use or permit the use of any proceeds of the Tax-Exempt Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) That the City will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Tax-Exempt Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Tax-Exempt Bonds.

(d) That the City will not use any portion of the proceeds of the Tax-Exempt Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Tax-Exempt Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) In consultation with Bond Counsel, if the issuance of any series of Tax-Exempt Tax-Exempt Bonds qualifies for the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code, the City will represent that:

(i) the City is a governmental unit under Nebraska law with general taxing powers;

(ii) the Tax-Exempt Bonds are not private activity bonds as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Tax-Exempt Bonds are to be used for local governmental activities of the City;

(iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds and certain refunding bonds) issued by the City (and all subordinate entities thereof) during the calendar year in which the Tax-Exempt Bonds are issued is not reasonably expected to exceed \$5,000,000; and

(v) the City (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Tax-Exempt Bonds but excluding private activity bonds and certain refunding bonds) during the calendar year in which the Tax-Exempt Bonds are issued without first obtaining an opinion of Bond Counsel that the exclusion of the interest on the Tax-Exempt Bond from federal gross income will not be adversely affected thereby.

(f) In consultation with Bond Counsel, if the City designates any series of Tax-Exempt Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code, it will represent that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the City (and all subordinate entities thereof) during the calendar year in which the Tax-Exempt Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(ii) the City (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year in which the Tax-Exempt Bonds are issued, including the Tax-Exempt Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Tax-Exempt Bond as a “qualified tax-exempt obligation” will not be adversely affected.

The Authorized Officers, or each individually, are hereby authorized to take such other action as may be necessary to make effective the designation in this **Section 801(f)**.

(g) The Council hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Tax-Exempt Bonds which are intended to be tax-exempt are met. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change these policies and procedures from time to time, without notice.

(h) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Tax-Exempt Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final Maturity of the Tax-Exempt Bond.

**Section 802. Continuing Disclosure.**

(a) If applicable, the City (i) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 promulgated under the Exchange Act (“**Rule 15c2-12**”) and is acceptable to the Purchaser and Bond Counsel and (ii) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may designate a dissemination agent thereunder to assist with compliance. Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the Undertaking will not be considered a default under this Ordinance or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Undertaking. For purposes of this Section, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

(b) The City hereby adopts the Disclosure Policies and Procedures attached to this Ordinance as **Exhibit C** to ensure the City satisfies the requirements of Rule 15c2-12 and the Undertaking. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change such policies and procedures from time to time, without notice.

**Section 803. Amendments.** The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk.

Without the written consent of the Registered Owners of all of the Bonds at the time Outstanding, no modification or alteration of this Ordinance shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of such amendatory or supplemental ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 804. Notices, Consents and Other Instruments by Registered Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 805. Declaration of Official Intent for Reimbursement.** The City may initially finance all or a portion of the costs of the Project with legally available funds of the City (the "**Prior Capital Expenditures**"), in an amount not exceeding the amount authorized under **Section 201** of this Ordinance. If the City does finance all or a portion of the Project with legally available funds of the City, the City reasonably expects that such Prior Capital Expenditures would be repaid from proceeds of tax-exempt Bonds. In accordance with the provisions of this Ordinance and Treasury Regulations, Section 1.150-2, promulgated under the Code, and solely for such purposes, the City hereby declares its official intent to reimburse any Prior Capital Expenditures out of the proceeds of tax-exempt Bonds. All of the Prior Capital Expenditures covered by this declaration of official intent will be incurred during the period commencing 60 days prior to the date of this Ordinance and ending no later than the later of (a) the date that is 18 months after the date on which it makes such Prior Capital Expenditures, or (ii) the date that is 18 months after the date on which the Project financed with such Prior Capital Expenditures is placed in service, but in any event no later than 3 years after the original date of such Prior Capital Expenditures, or (iii) such other date that is permitted by law.

**Section 806. General and Specific Authorizations; Ratification of Prior Actions.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with Bond Counsel, any Purchaser and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Authorized Officers the right, power and authority to exercise his or her independent judgment and absolute discretion in (i) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance and (ii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by any Authorized Officer or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by any Authorized Officer and all other officers, officials, employees and agents of the City, including without limitation the expenditure of funds and the selection, appointment and employment of Bond Counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

**Section 807. Benefits of Ordinance Limited to the City and the Owners.** With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Owner from time to time of the Bonds as herein and therein provided.

**Section 808. No Personal Liability.** No officer or employee of the City shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

**Section 809. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 810. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 811. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law.

*[The remainder of this page intentionally left blank.]*

**DATED:** May 5, 2025.

**CITY OF BEATRICE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**(FORM OF BOND)**

Registered  
No. R- \_\_\_\_\_

Registered  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF NEBRASKA**  
**CITY OF BEATRICE**

**GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND**  
**[TAXABLE] SERIES 2025**

<u>Interest Rate</u> _____ %	<u>Maturity Date</u> _____, 20__	<u>Dated Date</u> _____, 20__	<u>CUSIP</u>
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**REGISTERED OWNER:**

**PRINCIPAL AMOUNT:**

**DOLLARS**

**THE CITY OF BEATRICE, NEBRASKA**, a city of the first class and political subdivision duly organized and validly existing under the laws of the State of Nebraska (the “**City**”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above on the Maturity Date shown above unless called for redemption prior to such Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year, beginning \_\_\_\_\_, 20\_\_, until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft mailed to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation hereof to \_\_\_\_\_, in \_\_\_\_\_, as registrar and paying agent (the “**Paying Agent**”), or such other office as may be designated by the Paying Agent. The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the on the fifteenth day (whether or not a business day) immediately preceding each Interest Payment Date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This bond is one of an issue of fully registered bonds (the “**Bonds**”) in the aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), of even date and like tenor except as to number, denomination, maturity date, interest rate and priority of redemption, authorized by Ordinance No. \_\_\_\_ (the “**Ordinance**”), passed by the Council and approved by the Mayor on May 5, 2025, pursuant to Section 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), for the purpose of paying (a) the costs of constructing and/or improving certain streets and related improvements of the City and (b) the costs of issuing the Bonds in strict compliance with the provisions of the Act.

In the Ordinance, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska and allocates such receipts to payment of the principal hereof and the interest hereon when and as the same becomes due. Such pledge does not prevent the City from applying receipts from the Highway Allocation Fund to other qualifying uses under the Act. The City has reserved the right in the Ordinance to issue additional bonds that are payable on par with the Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

In addition, the City has covenanted and agreed that to the extent receipts from the Highway Allocation Fund and other legally available money of the City appropriated for such purposes is insufficient to pay the principal of and interest on the Bonds when and as the same shall become due, it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, which, together with receipts from the Highway Allocation Fund and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on the Bonds as the same shall become due, whether at maturity or earlier redemption.

Reference is hereby made to the Ordinance, a copy of which is on file in the office of the City Clerk, and to all the provisions of which any owner of this bond by its acceptance hereof hereby assents, for a description of and the nature and extent of the security for the Bonds; the Highway Allocation Fund and tax revenues pledged to the payment of the principal of and interest on the Bonds; the terms and provisions upon which the covenants made therein may be discharged at or prior to the maturity or redemption of the Bonds and the Bonds thereafter no longer be secured by the Ordinance or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment thereof; and for the other terms and provisions thereof.

At the option of the City, Bonds or portions thereof maturing on or after \_\_\_\_\_, 20\_\_ may be redeemed and paid prior to maturity at any time on or after \_\_\_\_\_, 20\_\_, as a whole, or in part in such principal amounts and from such maturity or maturities as the City may determine, at a redemption price equal to 100% of the principal amount of the Bonds called for redemption plus accrued interest thereon to the redemption date. If less than all of a maturity is to be called for redemption, the Paying Agent shall select by lot the portion or portions of such maturity to be redeemed.

[Bonds maturing on \_\_\_\_\_, 20\_\_, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance

on \_\_\_\_\_, 20 \_\_\_\_, and on each \_\_\_\_\_, thereafter prior to maturity, at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the redemption date.]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date (or such shorter period as may be acceptable to the then-Registered Owner) to the original purchaser of the Bond and the Registered Owner hereof at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) the Bond or portions thereof shall cease to bear interest.

The Bond is issuable in the form of a fully registered Bond in the denominations of \$5,000 or any whole multiples thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

[In the Ordinance the City has designated this bond as a "qualified tax-exempt obligation" as described in Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code").]

[AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF

PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.]

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bond have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska.

**THE CITY OF BEATRICE, NEBRASKA**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk.

**CITY OF BEATRICE, NEBRASKA**

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and City Council of the City of Beatrice, Nebraska as described in said bond.

\_\_\_\_\_, as Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Trust Officer

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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

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(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

Title: \_\_\_\_\_

By: \_\_\_\_\_

## **EXHIBIT B**

### **Post-Issuance Compliance Procedures**

#### **General**

In connection with the issuance of any Tax-Exempt Bonds (as defined in the Ordinance adopted by the Mayor and City Council of the City of Beatrice, Nebraska on May 5, 2025), the City will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on the Tax-Exempt Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the City at the time of issuance of the Tax-Exempt Bonds with respect to the use of the gross proceeds of the Tax-Exempt Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the City in the Tax Certificate. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the City tracks and monitors the actual use of the proceeds of the Tax-Exempt Bonds, the investment and expenditure of the Tax-Exempt Bond proceeds and the assets financed or refinanced with the proceeds of the Tax-Exempt Bonds over their life.

#### **Designation of Responsible Person**

The City Treasurer shall maintain an inventory of the Tax-Exempt Bonds and assets financed which contains the pertinent data to satisfy the City’s monitoring responsibilities. Any transfer, sale or other disposition of Tax-Exempt Bond-financed assets must be reviewed and approved by the City Treasurer.

#### **Post-Issuance Compliance Requirements**

##### External Advisors/Documentation

The City shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Tax-Exempt Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Tax-Exempt Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Tax-Exempt Bonds.

The City also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Tax-Exempt Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Tax-Exempt Bond-financed or refinanced assets.

The City shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Tax-Exempt Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Tax-Exempt Bonds.

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Tax-Exempt Bonds, unexpended Tax-Exempt Bond proceeds shall be held in a segregated account by a trustee, and the investment of Tax-Exempt Bond proceeds shall be managed by the City. The City shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Tax-Exempt Bond proceeds.

### Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Tax-Exempt Bonds, the City shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Tax-Exempt Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Tax-Exempt Bonds, and no later than 60 days after the last Tax-Exempt Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Tax-Exempt Bonds, monitoring the investment and expenditure of Tax-Exempt Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Tax-Exempt Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Tax-Exempt Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Tax-Exempt Bonds).

### Use of Tax-Exempt Bond Proceeds and Tax-Exempt Bond-Financed or Refinanced Assets:

The City shall be responsible for:

- monitoring the use of Tax-Exempt Bond proceeds and the use of Tax-Exempt Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Tax-Exempt Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Tax-Exempt Bonds, including a final allocation of Tax-Exempt Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Tax-Exempt Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Tax-Exempt Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Tax-Exempt Bond-financed or refinanced assets to identify and discuss any existing or planned use of Tax-Exempt Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the City discovers that any applicable tax restrictions regarding use of Tax-Exempt Bond proceeds and Tax-Exempt Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Tax-Exempt Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

#### Record Keeping Requirement

The City shall be responsible for maintaining the following documents for the term of the Tax-Exempt Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Tax-Exempt Bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the Tax-Exempt Bonds, including any elections made by the City in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Tax-Exempt Bond proceeds, including (without limitation) construction contracts,

purchase orders, invoices, trustee requisitions and payment records, draw requests for Tax-Exempt Bond proceeds and evidence as to the amount and date for each draw down of Tax-Exempt Bond proceeds, as well as documents relating to costs paid or reimbursed with Tax-Exempt Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Tax-Exempt Bond proceeds, including a final allocation of Tax-Exempt Bond proceeds;

- a copy of all contracts and arrangements involving the use of Tax-Exempt Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to City bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

## **EXHIBIT C DISCLOSURE POLICIES AND PROCEDURES**

### **Purpose of Disclosure Policies and Procedures**

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

The City of Beatrice, Nebraska (the “**City**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the City has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the City has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

### **Designation of City Representative; Maintenance of List and Files**

The “**City Representative**” for the City shall be the City’s Treasurer and any alternate or assistant as such City Treasurer shall appoint. The City Representative is directed to employ the policies and procedures described herein. The City Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The City and the City Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The City Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the City outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

## **Dissemination Agents**

The City and the City Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The City Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

## **Annual Financial Filings**

The City Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the City’s Audited Financial Statements and certain other financial information or operating data with respect to the City, if applicable (the “**Annual Report**”)) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. If the filing requirements of two or more Undertakings are identical, the Issuer Representative may file identical Annual Reports with respect to each issue of the Issuer’s Obligations. If two or more Undertakings have different filing requirements, the Issuer Representative may file a separate Annual Report with respect to the applicable Undertaking or may file a single, comprehensive Annual Report with respect to all of such Undertakings. The City Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The City Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The City Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The City Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available by the filing deadline of a particular Undertaking, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

## **Listed Event Filings**

The City Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The City Representative will monitor the Obligations and the City’s operations for occurrences of any such events and will

actively evaluate whether an event may be a listed event as set forth in the City's outstanding Undertakings. After obtaining actual knowledge of such an event, the City Representative will promptly contact the City's bond counsel and the Dissemination Agent, if any, to determine whether the City must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the City must file such notice, the City Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the City's bond counsel may otherwise direct.

### **Reports of City Representative; Record Retention**

The City Representative shall provide to the City Council, any Dissemination Agent and the underwriter each issue of Obligations, confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The City Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

### **Familiarity with EMMA Submission Process**

The City Representative shall register with EMMA and review the on-line process of filing with EMMA located at [www.emma.msrb.org](http://www.emma.msrb.org) in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The City Representative also shall enroll the City in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the City has retained a Dissemination Agent to assist with making the filings required by the City's Undertakings and to remind the City of its filing deadlines, the City Representative need not register with EMMA or enroll in EMMA's reminder system.

### **Training**

To ensure adequate resources to comply with the Rule, the City Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the City of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

### **Review of Offering Document in Connection with Primary Offerings**

In connection with a new issue of Obligations, the City Representative, together with such City officials as the City Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the City shall deem the information concerning the City in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The City shall confirm prior to the final pricing of the Obligations that the information concerning the City in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.