

City of Beatrice, Nebraska
Regular BPW Board Meeting
Wednesday, July 2, 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 June 11, 2025, as on file in the City Clerk's Office.
3. **PUBLIC HEARINGS/BIDS** - None
4. **RESOLUTIONS**
 - 4.a. Resolution executing Amendment #1 to Master Agreement Work Order No. 2 between the City and Olsson, Inc., to retain Olsson, Inc., to add construction administrative services for the construction phase of the City's Water Main Crossing Replacement Project for the West Court Street Bridge.
 - 4.b. Resolution executing the Master Services Agreement between the City and Caselle for accounting services and the addition of Check on Demand software, Maintenance Orders software, and cloud services for all current Caselle applications used by the City.
 - 4.c. Resolution executing the Cost of Service and Rate Design Study Proposal, and any and all documents necessary to retain JK Energy Consulting, LLC, for professional services to conduct a cost of service and rate design study of the City's electric rate structure.
5. **ORDINANCES** - None
6. **PUBLIC FORUM**
7. **DISCUSSIONS/REPORTS**
 - 7.a. Review of Board Policy #159 – Procedural Policies for Utility Disconnection.
 - 7.b. Update on Current Projects.
8. **MISCELLANEOUS**
 - 8.a. The next regular BPW Board meeting is July 16, 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 11th day of June, 2025 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

ROLL CALL

Attending: Boardmembers: Baehr, Hartley, Moran, Zarybnicky

Absent: Leech

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 May 28, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Street Department Report of Claims in the amount of \$43,585.21 to the Mayor and City Council.
- f. Approval of Electric Department, Water Department, and WPC Department Report of Claims in the amount of \$777,084.18.
- g. Recommend approval of Change Order #1 increase in the amount of \$14,716.00 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements, to the Mayor and City Council.
- h. Recommend approval of Pay Request #2 in the amount of \$146,187.25 to Philip Carkoski Construction and Trenching for Lift Station #6 Rehabilitation Project, to the Mayor and City Council.

Boardmember Zarybnicky inquired if the change order increase was for the Lincoln Street improvements that were just completed. James Burroughs, City Engineer, stated it was and it was for the installation of a drainage pipe to help with water pooling mostly in the right-of-way due to elevations of the driveway and the curb.

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

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

Nay: None

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

Resolution executing an Agreement between the City and SewerAI for the provision of software designed for sewer and stormwater inspection data management

James Burroughs, City Engineer, explained to the Board this software will be used with the Department's current camera to rate the existing sanitary sewer lines using AI. The current process includes an employee jetting the sewer with the jet truck and another employee following behind them with the camera trailer. While videoing the sewer line, when the employee finds a crack in the sewer line, the employee assesses the crack manually. Burroughs explained the issue with manual assessments is there are many things to consider. This software will utilize AI to assess the video of the sewer lines. Burroughs noted the total cost for this Agreement is \$25,000 and allows the City to video unlimited linear feet of sewer lines for the first year. Future years, the City will be billed per linear feet. Burroughs stated the City has the capability in the future to use the software to AI past videos to rate the sewer lines. Burroughs would like to have new AI footage every four (4) to five (5) years. This process will be useful when determining capital improvement projects by providing a better understanding of if the sewer line can simply be lined or if it needs to be completely replaced.

Moved by Hartley, seconded by Baehr, that the Mayor and City Council execute an Agreement between the City and SewerAI for the provision of software designed for sewer and stormwater inspection data management.

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

MOTION CARRIED.

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 the 4th and 5th Street Downtown Improvements project is currently out for bids. Parking along 5th Street will be moved back approximately three and one-half feet (3.5'), to allow more room for traffic. This project is grant funded and must be completed by March 2026. The Ella Street, 2nd to 3rd Street, beautification project should go out for bids by the end of this month and construction is anticipated to still occur this year. This project is grant funded and must be completed by December 2026.

Rob Mierau, Water Superintendent, reported to the Board there have been a number of service leaks throughout the City. Mierau noted the north water tower maintenance is going well and anticipates it will be completed within the next ten (10) to fourteen (14) days. Mierau further noted a pre-construction for the Corral Crossing Addition and Heritage Heights Addition developments was held this week. The water main installation for Corral Crossing will likely begin at the end of June.

Hannah Bell, Finance Director, noted the financials for April reflect the bond issuance received. In May, the Water and WPC Departments will see an increase in their cash balance for the reimbursement of the bond issuance, as they had already purchased their vac trucks.

ADJOURNMENT

The next regular BPW Board Meeting will be July 2, 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 12:25 p.m.

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

MOTION CARRIED.

RESOLUTION NUMBER _____

WHEREAS, on or about October 21, 2024, the City of Beatrice, Nebraska (“City”) entered into the Master Agreement Work Order No. 2, dated September 16, 2024, with Olsson, Inc., to retain Olsson, Inc., for engineering services related to the City’s Water Main Crossing Replacement Project for the West Court Street Bridge; and

WHEREAS, City and Olsson desire to amend said Agreement to add construction administrative services for the construction phase of the City’s Water Main Crossing Replacement Project.

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 Amendment #1 to Master Agreement Work Order No. 2, and any all-other documents necessary, between the City of Beatrice, Nebraska, and Olsson, Inc., to retain Olsson, Inc., to add construction administrative services for the construction phase of the City’s Water Main Crossing Replacement Project. A copy of said 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 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



MASTER AGREEMENT WORK ORDER NO. 2

AMENDMENT #1 for Construction Phase Services

Date: July 1, 2025

This AMENDMENT ("Amendment") shall amend and become a part of the Master Agreement Work Order No. 2 for Professional Services dated September 16, 2024 between Beatrice Board of Public Works ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Beatrice, NE

Project Description: Water Main Crossing Replacement, W. Court St. Bridge, Big Blue River

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

CONSTRUCTION SERVICES

Phase 800 - Construction Administration

Task 801 – Project Administration and Control

Engineer will perform project administration services during the construction phase of the project. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the Work.

The anticipated construction period is 22 weeks from award of the construction contract through final completion of the Contractor's work.

Specific services to be performed by Engineer are as follows:

- Review and comment on the Contractor's initial and updated construction schedule and advise City as to acceptability. Review the Contractor's activity sequence, and construction procedures as

applicable to confirm the Water System's existing facilities are kept in operation.

- Review the Contractor's initial schedule of estimated monthly payments and advise City as to acceptability.
- Make visits to the construction site as needed to observe the progress and quality of the Work, and advise the City and the Contractor concerning problems or deficiencies observed, and concerning progress of the Work. Typically, site visits will be scheduled to match monthly progress meetings.
- The Contract is based on providing up to 4 site visits by the Engineer. Significant additional visits as required, or requested by the City, shall be provided as Supplemental Services.
- Receive and review certificates of inspection and tests, which are to be assembled by the Contractor in accordance with the construction contract documents and transmit them to City.
- Interpret construction contract documents when requested by City or the Contractor.
- Evaluate documentation to assist in the processing of requests for information and clarifications, work change directives or change proposal requests, and change orders, including any changes or extensions to construction contract time as requested. Evaluate the cost and scheduling aspects of change orders as requested and, where necessary and requested, assist City in negotiating with the Contractor to obtain a fair price for the Work. Said negotiation shall be subject to the approval of the City.
- Work related to unusually complex or unreasonably numerous claims shall be considered Supplemental Services.

Act on claims of City and the Contractor relating to the acceptability of the Work or the interpretation of the requirements of the construction contract documents.

Task 802 – Pre-construction Conference:

Engineer will schedule and conduct a pre-construction conference before starting construction at a time convenient to Client and Contractor. Pre-construction conference shall include discussion of the following:

- Responsibilities and personnel assignments.
- Tentative construction schedule.
- Designation of key personnel and their duties.

- Lines of communications.
- Procedures for processing field decisions and Change Orders.
- Procedures for RFIs.
- Procedures for testing and inspecting.
- Procedures for processing Applications for Payment.
- Distribution of the Contract Documents.
- Submittal procedures.
- Preparation of Record Documents.
- Use of the premises.
- Work restrictions.
- Working hours.
- Responsibility for temporary facilities and controls.
- Procedures for disruptions and shutdowns.
- Parking availability.
- Office, work, and storage areas.
- Equipment deliveries and priorities.
- First aid and Safety.
- Security.
- Progress cleaning.

Engineer will record significant discussions and agreements achieved and distribute meeting minutes to attendees.

Task 803 – Submittal Review:

Review shop drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and do not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

Review of submittals will be limited to those required by the contract documents. Costs for additional review and reviews beyond normally accepted standards and practice for such reviews shall be borne by Contractor or City, as required by the contract documents.

Task 805 – Project Completion

Upon request by Contractor that substantial completion of the construction work has been attained, inspect the construction work with City-designated staff and prepare a punch-list of those items to be completed or corrected before final inspection and completion of the project. Submit results of the inspections to City and the Contractor.

Upon completion or correction of the items of work on the substantial completion punch-list, conduct a final inspection to determine if the Work has been completed

in accordance with the contract documents. Provide written recommendations concerning final payment to City, including a list of items, if any, to be completed prior to making such payment and written certification of final completion to the City.

Task 806 – Record Drawings

Upon completion of the project, revise the construction contract drawings to conform to the construction records. Record documents will be provided to the City in electronic PDF format.

Phase 900 - Resident Project Representative

Engineer will furnish a part time Resident Project Representative during the construction work. The Contract is based on providing up to two (2) months of service (8 hours/week) during the course of the Work from the time the Contractor mobilizes to the site until final completion. Additional services requested by City or required as a result of failure of Contractor to complete the Project within the schedule defined in the Contract Documents shall be provided as Supplemental Services. The Resident Project Representative will observe the Contractor's work and perform the services listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the Contractor of complete supervision and inspection of the Work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Specific services performed by the Resident Project Representative are as follows:

Task 901 – Site Observations and Liaison with City and Contractor

- Conduct onsite observations of the general progress of the Work to assist Engineer in determining if the Work is proceeding in accordance with the construction contract documents.
- Serve as Engineer's liaison with the Contractor, working principally through the Contractor's superintendent, and assist Engineer in providing interpretation of the construction contract documents. Transmit Engineer's clarifications and interpretations of the construction contract documents to the Contractor.
- Assist Engineer in serving as City's liaison with the Contractor when the Contractor's operations affect City's onsite operation.
- As requested by Engineer, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the Work.

- Report to Engineer, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.
- Advise Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Engineer.
- Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) resulting from construction related activities.
- Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.
- Review the Contractors' construction sequence for all construction work.
- Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's activities.
- Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents and/or accepted shop drawings.
- Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to City for review and information.
- Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer, as appropriate.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report to Engineer.

Task 902 – Meetings, Reports, and Document Review and Maintenance

- Attend the preconstruction conference, and assist Engineer in explaining administrative procedures, which will be followed during construction.
- Schedule and attend monthly progress meetings and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.

- Submit to Engineer, with a copy to City, periodic construction progress reports containing a summary of the Contractor's progress, general condition of the Work, problems, and resolutions or proposed resolutions to problems.
- Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Engineer concerning their acceptability.
- Report to Engineer regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment. Advise Engineer whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
- Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the Work.
- Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by the Contractor, and notify Engineer of their availability for examination.
- During the course of the Work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to City prior to final acceptance of the Work.
- Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.
- Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements.
- Maintain a record of events at the jobsite observed by the Resident Project Representative, including the following information:
 - Days the Contractor worked on the jobsite.

- Contractor and subcontractor personnel on jobsite.
- Construction equipment on the jobsite.
- Observed delays and causes.
- Weather conditions.
- Data relative to claims for extras or deductions.
- Activities observed.
- Observations pertaining to the progress of the Work.
- Materials received on jobsite.

The record of events shall be provided to the Client in electronic format and become the property of the Client. Engineer shall keep a copy of all such record documents.

Task 903 – Assistance in Certification of Substantial and Final Completion

- Before Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.
- Assist Engineer and City in conducting final inspection in the company of the Contractor, and prepare a final list of items to be completed or corrected.
- Verify that all items on the final list have been completed or corrected, and make recommendations to Engineer concerning final completion and acceptance.

Task 904 – Materials Testing

- Proctor, 12 compaction tests, 2 sets of concrete cylinders

Task 905 – Survey of Pilot Bore

- Establish and furnish the Contractor with necessary baselines and control points, which will be used as datum for the Work. Actual construction staking will be done by the Contractor.
- Survey pilot bore and plot on the plan and profile sheet prior to allowing the contractor to proceed with further HDD activities (reaming, pulling, pipe, etc...)

Phase 1000 – Supplemental Services

Work Not Included – Any work requested by the City that is not included in one of the tasks listed will be classified as supplemental services. Supplemental services shall include but are not limited to:

- Coordination of work with surrounding landowners.

SCHEDULE FOR OLSSON’S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: July 1, 2025
 Anticipated Completion Date: December 1, 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

The fee for these services shall be time and materials not to exceed and forr the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date. The fee shall not exceed \$28,589.60 without written authorization.

Task No.	Task Description	Labor	Expenses	Fee Estimate
8	Construction Administration	\$14,968.00	\$252.00	\$15,220.00
9	Resident Services During Construction	\$8,280.00	\$89.60	\$8,369.60
	Testing Allowance			\$3,000.00
	Survey Verification of Bore Allowance			\$2,000.00
	Total Project Fee (Time and Materials not to Exceed)	\$23,248.00	\$341.60	\$28,589.60

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By Ben Day

By [Signature]

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

Beatrice Board of Public Works

By _____
Signature

Printed Name _____

Title _____

Dated: _____

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into an Agreement for Professional Services with JK Energy Consulting, LLC, to conduct a cost of service and rate design study of the City's electric rate structure.

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 Agreement for Professional Services with JK Energy Consulting, LLC, to conduct a cost of service and rate design study of the City's electric rate structure. A copy of the said Agreement for Professional Services, 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 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



July 1, 2025

Mr. Tobias Tempelmeyer
City Administrator
City of Beatrice
400 Ella Street
Beatrice, NE 68310

RE: Cost of Service / Rate Design Study Proposal

Dear Tobias:

JK Energy Consulting, LLC (JKEC) is pleased to submit this proposal to prepare a Cost of Service and Rate Design Study (COS/RDS) for the City of Beatrice's electric utility. This proposal is in response to our conversation in mid-June and includes the scope of services, proposed fee, schedule, and deliverables for the COS/RSD.

Project Understanding

The last time the City had a full cost of service study prepared was in 2021. Although there were some rate structure changes, overall revenue did not change as a result of that study. The last time Beatrice implemented a rate increase was in 2015.

The City is expecting that its power supply costs will increase after 2030 when its existing power supply agreements with NextEra for capacity and AEP Energy Services expire. Based on those expected cost increases, the City would like to consider developing a rate plan that would provide for steady increases through 2030 that would provide for adequate revenue to cover the projected increase in power supply costs.

Scope of Services

Task 1: Data Collection / Kick-off Meeting. This task involves collecting retail usage, operating expense, purchased power, and other data necessary to complete the cost of service analysis. A data request will be prepared and submitted to the City. To the extent certain data is not available, alternatives to the requested data will be identified.

John A. Krajewski, P.E.
74408 Road 433
Smithfield, Nebraska 68976
402-440-0227
jk@jkenergyconsulting.com
www.jkenergyconsulting.com

A kick-off meeting will be held to answer questions about the data request, discuss goals and objectives of the rate study, identify key issues, and finalize the project schedule. The kick-off meeting will be held via Zoom.

Task 2: Calculate Revenue Requirements and Operating Results. This task involves reviewing the projected operating expenses, non-retail revenues, capital requirements, debt service expenses and other elements that make up the projected revenue requirements. Revenue requirements will be calculated for a “Test Year” and for a projected period through 2031. Projected retail revenues will be compared to projected expenses to develop projected financial results going forward. The projected financial results are used to identify necessary rate increases for future periods. In particular, expected costs in 2031 when the City’s existing power supply contracts expire will be a major consideration in developing a rate plan. Debt service coverage will be calculated based on expected borrowing costs to fund new generation assets. Projected cash reserves will be calculated and compared to operating expenses to assess if additional reserves are necessary.

Upon completion of the projected financial results and calculation of financial targets, a Zoom meeting with City staff will be held. The purpose of the meeting will be to determine if the projections are reasonable and identify any changes necessary prior to completing the cost of service analysis. To the extent changes to the financial results are necessary, those changes will be implemented before completing the cost of service analysis.

Financial projections will be prepared on a cash basis (ensure adequate cash flow for normalized costs, including debt service and ongoing capital needs) and utility basis (using return on rate base). In addition, debt service coverage will be calculated based on existing rates. Each of the projections may be used to form the need for future rate changes, as relying on just one method (such as utility basis) may result in non-compliance with debt service coverage requirements.

Task 3: Prepare Cost of Service Analysis. This task involves calculating the cost of service for each retail rate class, using generally accepted ratemaking principles for public power utilities. Principles consistent with guidelines prepared by the American Public Power Association, the National Association of Regulatory Utilities Commissioners, the Federal Energy Regulatory Commission, and others will be followed.

A normalized test year budget will be prepared based on FY 2026 projected data. The purpose of normalization of the budget will be to ensure that one-time, unusual expenses are not included in long-term revenue requirements. If key financial ratios need to improve over time, there may be an amount included in the test year budget to phase in the necessary improvement to key financial ratios.

The various expenses incurred by the City will be identified and assigned to a function based on the type of service provided. For example, the electric cost of service will be allocated to production, transmission, distribution, and customer service. An appropriate

method for allocating expenses for each function among the various rate classes will be identified. For example, purchased power costs may be allocated based on the peak demand or energy usage by each retail class, while customer service expenses may be allocated based on the weighted number of retail customers. The result of this process is an equitable allocation of system-wide costs within rates charged to customers.

Task 4: Rate Design. This task involves designing retail rates for each rate class. This task considers the cost of service results as well as other goals established by the City. These goals may include long-term rate stability, competitiveness with neighboring utilities, financial stability, mitigation of large rate increases on particular rate classes, and funding of future capital projects. JKEC will meet with City staff to review these goals and establish rates that best accomplish the identified goals. Rate comparisons with neighboring utilities will be prepared.

Task 5: Present Results. This task involves preparing a draft report for initial review with key City staff. After this review, a final report will be prepared for presentation to the Board of Public Works (BPW) and City Council. A summary presentation will be given to the BPW and City Council at a regular scheduled meeting of each body. An updated rate ordinance will be provided to implement the proposed rates.

Deliverables

1. One electronic copy of draft report (summary form of report with proposed rate ordinance) for staff review/discussion.
2. One electronic copy of final report, including proposed rate ordinance, for presentation to City staff.
3. Presentation of results to the BPW and City Council at a regularly scheduled meeting.
4. One hard copy of the final report, including all work papers, and any changes resulting from City Council action and implemented rate ordinance.
5. One electronic copy of the final report, including all work papers, in Adobe Acrobat (.pdf) format.
6. One electronic copy of the proposed rate ordinances in Microsoft Word format.

Schedule / Meetings

The following schedule is based on the City awarding the contract no later than July 8, 2025. The goal will be to implement rate changes in conjunction with the start of FY 2026 on October 1, 2025. Any delay in executing the agreement or providing requested data will result in a similar delay in subsequent milestones. Dates are approximate and will be scheduled based on BPW and City Council meeting schedules and availability of Beatrice and JKEC staff.

July 8, 2025	Notice to proceed
July 22, 2025	Meet with City staff (via Zoom) to collect data and discuss the study process (including rate design goals)
August 1, 2025	Receive all requested data from the City
August 22, 2025	Draft report completed and sent to City staff
August 29, 2025	Review draft report with City staff
September 5, 2025	Provide City Council review draft
TBD	Present final results to the BPW
TBD	Present final results to the City Council
TBD	Final version of the study, including all work papers and ordinance, submitted to City (will reflect final action by City Council, if applicable)
October 1, 2025	Rate ordinance effective date

The proposed schedule includes two site visits: One for the BPW presentation and the other for the City Council presentation. If additional visits are requested, billing will be based on JKEC's standard billing rate schedule (see Attachment 1).

Utility Responsibility

The City will be responsible for the following:

- Providing requested data on a timely basis, including timely response to any questions or clarifications regarding the data.
- Reviewing the draft reports on a timely basis.
- Scheduling appropriate meetings with City staff and the City Council.

Fee

The lump sum fee, including billed time and out-of-pocket expenses, to provide the above-listed Scope of Services is \$18,000. Fees will be invoiced upon completion of the following milestones:

- \$2,000 will be invoiced upon completion of data collection / kick-off meeting
- \$10,000 will be invoiced upon completion of the draft report
- \$4,500 will be invoiced upon review and presentation of the final results (including the proposed ordinance) to the City Council
- \$1,500 will be invoiced upon submittal of the final version of the rate study

Invoices will be transmitted electronically via email and are due upon receipt. Interest will accrue on unpaid balances after 30 days at a rate of 1% per month.

Tobias Tempelmeyer
July 1, 2025
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Additional Services

Any services not included in the Scope of Services will only be provided upon written agreement (email authorization is acceptable) by the City and JKEC. Such services will be billed at JKEC's standard billing rate schedule (see Attachment 1).

JKEC appreciates the opportunity to provide this letter agreement to the City of Beatrice. If it is acceptable, please print this letter, sign, and return it to JKEC (by email is acceptable).

Sincerely yours,



John A. Krajewski, P.E.
JK Energy Consulting, LLC

Attachment

ACCEPTED BY:

City of Beatrice, Nebraska

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 1 – JKEC Standard Billing Rate Schedule

The following rate schedule will be used to determine monthly billings unless a fixed fee or other billing arrangement is specified. The rate schedule will also be used to determine charges for additional services requested but not included in the agreed-upon Scope of Services.

<u>Billable Item</u>	<u>Billing Rate</u>
John A. Krajewski, P.E.	\$150.00 per hour
Senior Consultant	\$125.00 per hour
Administrative Staff	\$65.00 per hour
Mileage	IRS standard rate for business use (\$0.70 per mile as of January 1, 2025)
Lodging, meals, other travel	Actual cost, without markup
Copies, faxes, postage, phone, other office overheads	Included in hourly billing rate
Outside professional services	Actual cost



BEATRICE

CITY • BOARD OF PUBLIC WORKS

CITY HALL

400 Ella Street | Beatrice, NE 68310
Phone: 402.228.5200 Fax: 402.228.2312

SERVICE CENTER

500 North Commerce Street | Beatrice, NE 68310
Phone: 402.228.5211 Fax: 402.223.5181

BOARD POLICY: #164 (Replaces Board Policy #159)

DATE:

SUBJECT: Procedural Policies for Utility Disconnection

I. Right to Disconnect

The City of Beatrice (hereinafter “City”) may disconnect utility service for any of the following reasons or for any other reason permitted by federal, state or municipal law:

1. Failure to meet the applicable provisions of law.
2. Violation of the ordinances or regulations pertaining to utility service.
3. Nonpayment of past or present utility bills.
4. Willful or negligent waste of service due to improper or imperfect pipes, fixtures, appliances or otherwise.
5. Molesting any meter, seal or other equipment controlling or regulating the supply of utility service.
6. Theft or diversion and/or use of service without payment therefor.
7. Vacancy or abandonment of premises.
8. Change in name of person to be billed.
9. Any other reason allowed pursuant to the Beatrice City Code and/or state law.

II. Delinquent Bills

1. All bills for utility service are due and payable the day they are placed in the mail.
2. Payment is allowed for not less than fifteen (15) calendar days after the bill is mailed. After that date, referred to as the delinquent date, the bill is delinquent and payable at that amount and any penalties.
3. If a bill becomes delinquent, a disconnect notice will be served, upon any customer, in compliance with Section III and IV of this procedural policy. Disconnection shall be set for not less than seven (7) business days after the date upon which the bill became delinquent.
4. Should any of the dates of this Section fall upon a Saturday, Sunday, or a holiday observed by the Board of Public Works, then such date shall be extended to the close of the next business day.

III. Serving Disconnect Notice

At least seven (7) business days before disconnection of utility service, the City shall give notice by first class mail, by electronic delivery, except that electronic delivery shall only be

used if the customer has elected to receive such notices by electronic delivery, or in person to the customer whose utility service is to be disconnected. If notice is given by first class mail or electronic delivery, such mail or electronic delivery shall be conspicuously marked as to its importance. The City also has available to customers a third-party notice whereby the City will serve the notice of disconnection on the designated third party by first class mail, electronic delivery, or in person.

IV. Contents of Disconnect Notice

The disconnection notice, by state law, shall contain at least the following information:

1. The reason for the proposed disconnection;
2. A statement of intention to disconnect unless the customer either pays the bill or reaches an agreement with the utility regarding payment of the bill;
3. The date upon which service will be disconnected if the customer does not take appropriate action;
4. The name, address and telephone number of an employee designated by the City to whom the customer may address an inquiry or complaint;
5. A statement explaining that the customer has a right, prior to the disconnection date, to request a conference regarding any dispute over the proposed disconnection;
6. A statement that the City will not disconnect utility service until the conference is concluded;
7. A statement to the effect that disconnection may be postponed or prevented upon presentation of a duly licensed physician's certificate which shall certify that the customer or resident within such subscriber's household has an existing illness or handicap which would cause such subscriber or resident to suffer an immediate and serious health hazard by the disconnection of the utility's service to that household. Such certificate must be filed with the City within five (5) calendar days of receiving notice of disconnection and will prevent the disconnection of utility service for a period of thirty (30) calendar days from such filing. Only one (1) postponement of disconnection shall be allowed for each incidence of non-payment of any due account;
8. A list of all monies that must be remitted to the City for reconnection, including any reconnect charges and payment of all past due accounts;
9. A statement explaining that the customer may arrange with the City for an installment payment plan; and
10. A statement to the effect that those customers who are welfare recipients may qualify for assistance in payment of their utility bill and that they should contact their caseworker in that regard.

V. Conference with Utility Customer

Upon a written request by a customer for a conference, the City shall:

1. Have the Finance Director hear and decide all matters at the conference.

2. Schedule a conference within fourteen (14) calendar days of the receipt of the customer's request for a conference.
3. Notify the customer in writing of the time, place and date scheduled for the conference. The conference shall be informal and not governed by the Nebraska Rules of Evidence. Failure by the customer to attend the conference shall relieve the City of any further action prior to the disconnection of utility service.

The customer may, prior to the scheduled conference, give good and sufficient reason that they will be unable to attend the conference at the appointed time and date. The City shall make a reasonable effort to reschedule the conference.

The Finance Director shall, based solely on the evidence presented at the conference, affirm, reverse, or modify any part of the disconnection notice which is a result of a disputed billing. The Finance Director shall allow disconnection of utility service only when all less drastic remedies have been exhausted.

If the Finance Director determines at the conference that the customer did not receive proper notice or was denied any other legal right, the employee shall recess and continue the conference at such time as the subscriber has been afforded his or her rights.

VI. Appeals

If the designated employee issues an opinion that is adverse to the customer, the customer may, within five (5) calendar days after the date the decision is issued, appeal in writing. The appeal will be heard before the Beatrice Board of Public Works General Manager.

Upon receiving a written request for an appeal, the utility will notify the customer of the location, date, and time of the hearing in writing. The date of the hearing will be at least seven (7) calendar days after the day the appeal request is received by the utility.

The customer may examine and copy, not less than three (3) business days prior to the hearing, the utility's file and records pertaining to the dispute.

At an appeal hearing, the customer may be represented by legal counsel or other representative or spokesperson.

The appeal hearing will be conducted as follows:

1. A representative of the utility will present the reason or reasons the utility issued the disconnect notice, a summary of the proceedings at the conference, and the decision by the designated employee.
2. The customer will next present his or her reasons for appealing the decision.
3. The representative of the utility will then have an opportunity to present any other information in response to the customer's presentation.

4. The customer will have a last opportunity to present information regarding why he or she feels the designated employee's decision should be reversed.

The customer may present witnesses and offer evidence. All witnesses may be cross-examined and confronted.

The customer may make or have made a record of the proceedings at his or her own expense.

A written copy of this appeal policy will be furnished to a customer upon request.

VII. Repairs

Interruptions of service or disconnections made pursuant to repair, maintenance, health, or safety reasons shall not constitute a disconnection for the purposes of this procedural policy.

Tobias J. Tempelmeyer
General Manager



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DATE:

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General Manager



BEATRICE BOARD OF PUBLIC WORKS

PO Box 279 ** 400 Ella Street

Beatrice NE 68310-0279

(402) 228-5211 ** Fax (402) 228-4586 ** email-> billing@beatrice.ne.gov

APPLICATION FOR UTILITY SERVICE

New Account

No:

Applicant's Name: _____ Spouse: _____
Service Address: _____ Secondary name: _____
Owner: _____ Account #: _____
Previous Address: _____ Prev. Acct #: _____
Employer: _____ Date Out: _____
Mailing Address: _____ Date of Birth: _____
Phone Number: _____ Email: _____
SSN: _____

Deposit Required: _____ From: _____

Deposit Transfer From: _____

Service for: Electric _____ Water _____ Sewer _____ Tax _____ Garbage _____ Security Light _____

Service to be connected on: _____

Payment due the _____ of each month, Delinquent after _____

Date of Application: _____ Temporary service subject to Zoning Compliance Building Inspection Department _____

BPW Clerk: _____ I have read and understand the information on the reverse side

Email Disconnection Notice: Yes No _____ Print name if different from above

by - Board of Public Works _____ Applicant's Signature _____

Reason for Refund: _____

Date: _____ Clerk: _____

To whom paid: _____ Check # _____
_____ Check # _____

Contracts with the City for Utility service are not transferable. Any customer of the City wishing to change from one location to another shall make a new application and sign a new contract.

The City of Beatrice does not guarantee the delivery of utility service over its distribution system at any time, to any person, except when its distribution system and connections are in good working order and it has sufficient supply, equipment and machinery to do so.

The Board of Public Works, or its agent, shall have access at all reasonable hours to premises in which utility service is being used to determine if it is being carried, distributed and used in the proper manner.

The owner or tenant of premises where metering is located shall provide ready and convenient access to the metering so that it may easily be examined and read by the City or its authorized agents.

All utility service furnished consumers of the municipal electric and water system of the City of Beatrice, Nebraska shall be measured by meters of such types as approved by the Board of Public Works.

All meters required for measuring utility service used by applicant of consumer shall be furnished, shall be set in place, and shall remain the property of said City.

All said meters shall be read monthly and said utility service meter readings shall be delivered to the Board of Public Works for billing and collection by said department.

All bills for utility service furnished by the Board of Public Works shall be due and payable prior to midnight of the tenth day following the date of such bill. Should the due date fall on a Sunday or holiday observed by the Board of Public Works, the next following business day shall be allowed as a day of grace for payment. (Code Sec 26-45)

In the event bills for utility service shall not be paid when due, the Board of Public Works shall have the right to disconnect and discontinue all utility service furnished by the Board of Public Works to the consumer so in arrears. (Code Sec 26-46)

The rates to be charged by the City of Beatrice for utility service sold to consumers by the City shall be such as the council shall prescribe by resolution or ordinance.

Applicants for utility service may, at the discretion of the Board of Public Works, be required to accompany their application with a service deposit to ensure the prompt payment of utility service bills and other charges in such amount in each case as said Board of Public Works shall determine, taking into consideration the volume of service and the type of metering necessary to measure the same. (City Code 26-14) Code 1971 & 34-13.1)

It is understood that this utility deposit may be held indefinitely to guarantee payment of any utility bill. It is further understood that applicant must surrender receipt in order to receive refund of this deposit once applicant has become eligible for refund.

The Board of Public Works will upon customer request send a disconnect notice to a designated third party for any discontinuance of service per Section 19-2075 of the revised Statues of Nebraska.

Customer's may request that disconnection notices be sent to them via email. Customer's must check the "Yes" option on the reverse side of this application in order to receive disconnection notices via email, otherwise disconnection notices will be sent by first class mail or in person to the customer whose utility service is to be disconnected.

BEATRICE BOARD OF PUBLIC WORKS

PO Box 279 ** 400 Ella Street
Beatrice NE 68310-0279
(402) 228-5211 ** Fax (402) 228-4586 ** email-> billing@beatrice.ne.gov

APPLICATION FOR UTILITY SERVICE

New Account

No:

Applicant's Name: _____

Spouse: _____

Service Address: _____

Secondary name: _____

Owner: _____

Account #: _____

Previous Address: _____

Prev. Acct #: _____

Employer: _____

Date Out: _____

Mailing Address: _____

Date of Birth: _____

Phone Number: _____

Email: _____

SSN: _____

Deposit Required: _____ From: _____

Deposit Transfer From: _____

Service for: Electric _____ Water _____ Sewer _____ Tax _____ Garbage _____ Security Light _____

Service to be connected on: _____

Payment due the _____ of each month, Delinquent after _____

Date of Application: _____

Temporary service subject to Zoning Compliance Building
Inspection Department _____

BPW Clerk: _____

I have read and understand the information on the reverse side

Email Disconnection Notice: **Yes** **No**

Print name if different from above

by - Board of Public Works

Applicant's Signature

CUSTOMER'S COPY

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APPLICATION FOR UTILITY SERVICE

New Account

No:

Applicant's Name: _____	Spouse: _____
Service Address: _____	Secondary name: _____
Owner: _____	Account #: _____
Previous Address: _____	Prev. Acct #: _____
Employer: _____	Date Out: _____
Mailing Address: _____	Date of Birth: _____
Phone Number: _____	Email: _____
	SSN: _____

Deposit Required: _____ From: _____

Deposit Transfer From: _____

Service for: Electric _____ Water _____ Sewer _____ Tax _____ Garbage _____ Security Light _____

Service to be connected on: _____

Payment due the _____ of each month, Delinquent after _____

Date of Application: _____

BPW Clerk: _____

OFFICE - WORKING COPY

Beatrice Board of Public Works

SERVICE ORDER

Service Order No: _____

Service Address: _____

Created By: _____

Assigned to: _____

Created Date _____

Due Date: _____

Instructions: _____

Customer Information:

Customer No: _____

Customer Name: _____

Phone Number: _____

Electric Meter # _____

Reading _____

Water Meter # _____

Reading _____

Comments:

Completed By: _____

Completed Date: _____