

WAHOO CITY COUNCIL AGENDA
Thursday, November 13, 2025 - 7:00 PM
Wahoo Public Library, 637 N Maple St, Wahoo, NE 68066

NOTICE IS HEREBY GIVEN that the Mayor and Council of the City of Wahoo meet on the second and fourth Tuesdays of each month at the Wahoo Public Library, 637 N Maple Street Wahoo, Nebraska, at 7:00 p.m. Notice of special meetings shall be given by posting a notice thereof on the bulletin board in City Hall, U.S. Post Office, and FirstBank of Nebraska, at least 24 hours before the special meeting. All Council meetings are open to the public and the agenda, which is kept continually current, is available for public inspection at the office of the City Clerk at City Hall during normal business hours.

Individuals requiring physical or sensory accommodations, individual interpreter service, Braille, large print or recorded material, please contact the ADA Coordinator at City Hall, 605 North Broadway, Wahoo, Nebraska, 68066, telephone 402-443-3222 as far in advance as possible, but no later than 48 hours before the scheduled event.

{{Name: Agenda Item Name}}

Pledge of Allegiance

Announcement of the Open Meetings Act

Call to order and roll call

Proclamation

Audience comments on items not listed on the agenda

Department head reports

1. Update letter from NDOT on Wahoo-Fremont South Project
2. Announcement of grant award from NE Statewide Arboretum

Consent Agenda

1. Acceptance of excused absence of Mayor or Council member(s)
2. Approval of the October 28, 2025 minutes of the City Council
3. Approval of claims

Public hearing and associated action items

Action items not requiring a public hearing

1. Discussion and possible action regarding a potential nuisance as requested by Lisa Bustad

2. Discussion and possible action regarding a rezone application for the property commonly known as 1677 Co Rd M from R3 - High Density Residential to LLR - Large Lot Residential as submitted by Curtis and Sandra Hohn.
3. Approval of a parking plan for North River Auto
4. Approval of a parking plan for Market Suites apartments
5. Acceptance and authorization to sign the warranty agreement with K2 Construction for the Wilmer Ridge Subdivision paving issue
6. Acceptance of the quote provided by Marsh McLennan for health insurance for 2026 through Medica, the quote provided for dental coverage for 2026 through Principal, and authorize the City Administrator to sign the necessary applicaiton and contract documents
7. Discussion and possible action regarding temporarily changing 4th Street between Beech and Linden Streets to one-way eastbound during the Market Suites project construction.
8. Ordinance to adopt additional construction delivery methods including construction design-build, and construction manager at risk, as alternatives to traditional design-bid-build, as allowed by Nebraska Revised Statutes
9. Authorization to sign contract with Eagleview, in conjunction with Saunders County, for collection of aerial imagery bi-annually for six years

Mayor's comments on items not listed on the agenda

Council Comments on items not listed on the agenda

Adjourn

Upcoming planned meeting dates and agenda deadlines

JEO Project Status Report

To: City of Wahoo: Melissa Harrell, City Administrator

Date: December 1, 2025

Prepared By: Steve Parr



JEO #	Project	Funding Source #	Status	JEO Action	City Action	Schedule
141219 Jon Mooberry	Wahoo Elementary SRTS	State/Local	Project closeout	Coordinate project closeout w/NDOT	None	TBD
230967 Brent Ciecior	Wahoo	Local	Design - 30% plans completed and sent to the City.	None	None	
171859/150096 Jon Mooberry	Chestnut Street Lighting 14 th Street to Highway 77	Local	Project completed.	None	None	Street lighting under 3-year warranty maintenance bond through 2/14/2026
231282.01 Patrick Hartman	Urban Drainage Evaluation Phase 2	Local	Working on proposed modeling and report.	Schedule and attend review meeting with city	Confirm meeting date and attend meeting	Anticipate proposed modeling completed in November 2025
241784 Andrea Gebhart	City Facilities Planning – Education and Outreach	Local	Continued content development. Working toward the start of information rollout.	None	Direction on webpage creation/editing	Information campaign through Spring 2026
241435 Ryan Hier	Library Addition	Local	Design	None	None	Design to be completed in mid-January 2026
090184 Isaac Kreikeier	Task Order 19	Local	Project setup	None	None	Completion mid to late December 2025
090184 Isaac Kreikeimeier	Task Order 20	Local	Concept 70% complete with cost opinion completed	Schedule meeting w/City to review concept and cost opinion	None	Completion mid-November 2025

Note: Items in Red are new from previous report.

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



Jim Pillen, Governor

November 4, 2025

NDOT Project: **S-77-2(1083) Wahoo – Fremont South; C.N. 13519**

Dear Stakeholder:

The purpose of this letter is to provide an update regarding the proposed transportation improvement project on U.S. Highway 77 (US-77) in Saunders and Dodge counties.

In June of 2024, the Nebraska Department of Transportation (NDOT) held two public information open house meetings presenting the proposed expansion of US-77 from a two-lane highway to a four-lane expressway using the 2+2 approach.

Following significant public input, revised cost estimates, and design challenges encountered at the north end, NDOT is evaluating an off-alignment alternative for the northernmost approximately 4 miles of the project. The redesign work has delayed progress toward the next round of public meetings. **We are anticipating the updated design for the entire route to be ready to present to the public in the summer of 2026.**

Any questions or comments regarding this project should be submitted to: Sarah Fisher, Public Involvement Specialist, Nebraska Department of Transportation, P.O. Box 94759, Lincoln, NE 68509-4759; sarah.fisher@nebraska.gov; (402) 479-3832. For further information, contact Brandon Varilek, NDOT District 1 Engineer, (402) 471-0850, brandon.varilek@nebraska.gov. Additional information regarding the project may also be found by visiting the NDOT website at ndot.info/13519.

NDOT is committed to keeping your community informed and communicating schedule changes as they are known. We are dedicated to improving Nebraska's highway system and with your help we can achieve this goal.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Fisher".

Sarah Fisher
NDOT Public Involvement Specialist
sarah.fisher@nebraska.gov
(402) 479-3832

Vicki Kramer, Director

Department of Transportation

MAILING ADDRESS

P.O. Box 94759
Lincoln, NE 68509-4759

PHYSICAL ADDRESS

1500 Nebraska Parkway
Lincoln, NE 68502

PHONE 402-471-4567

EMAIL NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

FOR IMMEDIATE RELEASE
November 12, 2025

For more information, please contact:
KEVIN STUHR
(402) 443-4174
STUHR@WAHOO.NE.US

CITY OF WAHOO PARKS AND RECREATION AWARDED \$17,450 COMMUNITY FORESTRY INFRASTRUCTURE GRANT FROM NEBRASKA STATEWIDE ARBORETUM

Wahoo, Neb. November 12, 2025 – The City of Wahoo Parks and Recreation Department was recently awarded a \$17,450 Community Forestry Infrastructure grant from the Nebraska Statewide Arboretum (NSA). The grant was part of \$10 million in grant funds awarded to NSA in 2024 by the USDA Forest Service Urban and Community Forestry program.

The goal of the grant program is to improve Nebraska’s community forestry infrastructure by supporting tree removal, care and planting to preserve tree canopy cover; protecting, enhancing and increasing access to watersheds in urban and development areas by focusing on conserving and managing community forests and green stormwater infrastructure; and improving workforce development in the tree care industry by providing pathways for high school students, creating job training programs and connecting newly trained professionals with local tree care companies.

Wahoo Parks and Recreation Department will use the grant funds to renovate and replant the tree canopy at Smith Park. Work will include complete removal and stump grinding of the remaining ash trees, replanting back new trees, and conducting extensive pruning work on the remaining mature trees in the park. Grant funds will also allow for the purchase of two pole saws for the department’s maintenance staff.

“We are so pleased to be able to award this grant to Wahoo Parks and Recreation which will profoundly impact the well-being of residents in Wahoo said Nebraska Statewide Arboretum Executive Director Hanna Pinneo. “This significant investment will yield important, long-term results. We are proud to partner with Wahoo Parks and Recreation to support a greener future.”

“We are looking forward to using these grant funds to continue to invest in and improve our parks and public spaces” said Wahoo Parks and Recreation Director Kevin Stuhr. “Smith Park is our oldest park and serves as a ‘hub’ for community activity. We are excited about using these grant funds to preserve and enhance the park’s tree canopy”.

For more information about NSA’s Community Forestry Infrastructure grants, including eligibility requirements and information about the grant application process, visit plantnebraska.org/ucf-grants.

-END-

The Council met in Regular session in the Wahoo Public Library, in compliance with the agenda posted at City Hall, Post Office, and First Bank of Nebraska, and the City of Wahoo website, with each Council member being notified of the agenda prior to the meeting. The meeting was called to order by Mayor Gerald D. Johnson at 7:00 PM and opened with the Pledge of Allegiance. The public was informed of the location of posting of the Open Meetings Law. Roll call was taken with the following Council members: Ryan Ideus: Present, Stuart Krejci: Present, Patrick Nagle: Present, Chris Rappl: Absent, Shane Sweet: Present, Carl Warford: Present.

The Mayor reminded that the next City Council Meeting would be held on Thursday November 13th in observation on Veterans Day.

City Administrator Harrell presented her report to the Council. Additional discussion was held on the potential use of keno funds to complete the required local match for the Affordable Housing Trust Fund Grant of \$55,000. Questions were raised by the Council of the project, and following discussions, the Council generally stated that this would be an appropriate use of keno funds for community betterment, and Harrell was directed to place a formal commitment on the next agenda for action. The plans and elevations for Market Suites, planned for 5th and Beech, were also provided and reviewed with the Council as requested at the previous meeting. Mike Sullivan, developer, was also present to answer any questions from the Council.

City Council Member Krejci motioned, and City Council Member Ideus seconded to approve the consent agenda including the following: Excused absents of Chris Rappl from the October 28, 2025 meeting, minutes of the October 14, 2025 meeting of the Council, approval of the Mayor's appointment of John Miyoshi to the Planning Commission with term ending July 2028, and the following claims submitted for approval:

BEN – Benefits \$50,588.19,
BLD - Baltz, Susan \$400.00, Jackson Services \$456.55, Richard M Lawver \$70.00, Scrubs Window Cleaning \$250.00,
EDU - NPZA \$20.00, Union Bank Visa \$958.98, EQU - Scholz Small Engine \$19,452.00,
FIR – MacQueen \$4,569.08,
LIB - Baker & Taylor \$17.26, Center Point \$27.71, Paraclete Press \$182.29,
MED – Airgas \$85.15, BoundTree \$1,679.49,
MISC - NE Dept of Revenue \$1,173.00, Wahoo Utilities \$491.80,
PAY – Payroll \$114,526.14,
STR – Lierman \$1,190.00, Lincoln Winwater \$125.50, Midwest Petroleum \$43.21, Pavers \$369.07, Wahoo Concrete \$857.50,
SUB – Reditech \$2,178.91,
SUP – Bomgaars \$1,108.70, Eakes \$260.03, Simons \$1.19,
UNI - Savvik Buying Group \$112.00,
UTL - AT&T \$39.10, Charter \$150.00, OPPD \$40.94, Verizon \$480.43, Windstream \$144.77,
VEH - North Central Ambulance \$983.28, O'Reilly \$314.25, Sid Dillon \$341.98, Wahoo Auto Parts \$347.35.

Roll call vote Krejci, yes; Ideus, yes; Nagle, yes; Sweet, yes; Warford, yes; Rappl, absent and not voting. Motion carried.

City Council Member Krejci motioned, and City Council Member Sweet seconded Motion to approve the following resolution, Resolution No 2025-16, to authorize the installation of temporary stop signs at 4th & Beech streets during the construction of the Market Suites project.

RESOLUTION NO. 2025-16

WHEREAS, the Governing Body of the City of Wahoo, Nebraska, has enacted a Municipal Code, and,

WHEREAS, Wahoo Municipal Code Section 70.01 adopts all portion of the Nebraska Rules of the Road and incorporates them by reference into the Wahoo Municipal Code, and,

WHEREAS, Section 60-680 (1)(b) of the Nebraska Revised Statutes provides the following:

“(1) Any local authority with respect to highways under its jurisdiction and within the reasonable exercise of police power may: ... (b) Regulate traffic by means of peace officers or traffic control devices;” and

WHEREAS, Section 60-624 of the Nebraska Revised Statutes defines a highway as follows:

“Highway shall mean the entire width between the boundary limits of any street, road, avenue, boulevard, or way which is publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.” and,

WHEREAS, Section 60-670 of the Nebraska Revised Statutes defines a traffic control device as follows:

“Traffic control device shall mean any sign, signal, marking, or other device not inconsistent with the Nebraska Rules of the Road placed or erected by authority of a public body or official having jurisdiction for the purpose of regulating, warning, or guiding traffic.” and,

WHEREAS, the Mayor and Council of the City of Wahoo, Nebraska, as the City of Wahoo’s Governing Body, do desire to adopt this resolution providing for prohibiting parking at certain locations within the corporate limits of the City of Wahoo, Nebraska,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Wahoo, Nebraska, as follows:

Section 1. That the finding hereinabove made should be and are hereby made a part of this Resolution as fully as if set out at length herein.

Section 2. That traffic control devices, to wit: one or more Temporary Stop signs, be erected at the following locations, all located in the City of Wahoo, Nebraska:

All directions at the intersection of 4th Street and Beech Street.

Section 3. That upon the approval of this Resolution and at the discretion of the Chief of Police, the aforementioned traffic control devices shall be erected, and this Resolution shall remain in full force and effect until the removal of said aforementioned signs, by the City of Wahoo, Nebraska, at which time, this Resolution shall be of no force and effect.

Roll call vote Krejci, yes; Sweet, yes; Warford, yes; Ideus, yes; Nagle, yes; Rappl, absent and not voting.
Motion carried.

City Council Member Krejci motioned, and City Council Member Ideus seconded approval of garbage haulers licenses for S2 and Road Runner Transportation for the period of October 2025 to September 2025. Roll call vote Krejci, yes; Ideus, yes; Nagle, yes; Sweet, yes; Warford, yes; Rappl, absent and not voting.
Motion carried.

Information regarding the wholesale power contract with Nebraska Public Power District was reviewed by Utility Manager Ryan Hurst. He reviewed the highlights of the contract, including the 35-year term, options for existing the contract, and the benefits to Wahoo ratepayers of this contract. The contract was recommended for approval by the Board of Public Works. City Council Member Warford motioned, and City Council Member Ideus seconded approval of the 2026 Wholesale Power Contract with Nebraska Public Power District and authorized the Mayor to sign said agreement. Roll call vote Warford, yes; Ideus, yes; Nagle, yes; Krejci, yes; Sweet, yes; Rappl, absent and not voting. Motion carried.

Utility Manager Hurst also reviewed the Capacity Purchase Agreement with Nebraska Public Power District with the Council, indicating the Board of Public Works had also recommended approval of this contract. He explained this contract provides for the payment to the City of Wahoo Utilities for the capacity of our light plant in power generation when needed by NPPD. He also indicated that this amount negotiated was significantly more than past capacity purchase agreements. City Council Member Ideus motioned, and City Council Member Krejci seconded to approve of the Capacity Purchase Agreement with Nebraska Public Power District, and authorize the Mayor to sign said agreement. Roll call vote Ideus, yes; Krejci, yes; Sweet, yes; Warford, yes; Nagle, yes; Rappl, absent and not voting. Motion carried.

Mike Sullivan was present to review a request for the waiver of the downtown sidewalk requirements for the Market Suites project to allow for steps to encroach within the public right-of-way along the north and east sides of the Building A of this project. City Council Member Krejci motioned, and City Council Member Ideus seconded to allow the waiver of the City's downtown sidewalk requirements for the Market Suites project located at 5th and Beech, to allow for steps to be located and encroach into the public right-of-way. Roll call vote Krejci, yes; Ideus, yes; Nagle, yes; Sweet, yes; Warford, yes; Rappl, absent and not voting.
Motion carried.

Mike Sullivan also requested permission to place a four-foot landscaping buffer along the east side of Building A and Building B of the Market Suites project to provide a barrier of protection to the ground-level residential units. City Council Member Krejci motioned, and City Council Member Ideus seconded to allow a four-foot landscaping encroachment into the public right-of-way along the east side of the Market Suites project located at 5th and Beech as requested. Roll call vote Krejci, yes; Ideus, yes; Nagle, yes; Sweet, yes; Warford, yes; Rappl, absent and not voting. Motion carried.

The Mayor reported he would be meeting with Saunders County Supervisors regarding rural economic development in Saunders County.

The meeting was adjourned at 8:24 pm

Approved:

Christina Fasel, City Clerk

Gerald D. Johnson, Mayor

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
GENERAL FUND						
101-01-550.000 RENTS-LAND/BLDGS/EQUIP						
101-01-550.000 RENTS-LAND/BLDGS/EQUIP	First Interstate Bank	Monthly lease payment for City Hall - Dec 2025	DEC25	11/01/2025	1,600.00	.00
Total 101-01-550.000 RENTS-LAND/BLDGS/EQUIP:					1,600.00	.00
101-01-550.310 MATERIALS & SUPPLIES						
101-01-550.310 MATERIALS & SUPPLIES	Quill Corporation	printer drum	46225497	10/17/2025	158.64	.00
101-01-550.310 MATERIALS & SUPPLIES	Quill Corporation	paper	46414672	10/31/2025	39.99	.00
Total 101-01-550.310 MATERIALS & SUPPLIES:					198.63	.00
101-01-550.315 GAS & DIESEL - REIMBURSEABLE						
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Supply Co.	549 gal #2 dyed	1929	10/27/2025	1,641.51	.00
101-01-550.315 GAS & DIESEL - REIMBURSEABLE	Breunig Supply Co.	1071 gal no lead	1929	10/27/2025	3,006.30	.00
Total 101-01-550.315 GAS & DIESEL - REIMBURSEABLE:					4,647.81	.00
101-01-550.320 POSTAGE						
101-01-550.320 POSTAGE	Revolving Fund	city mailing	111125	11/12/2025	9.50	.00
Total 101-01-550.320 POSTAGE:					9.50	.00
101-01-550.330 PRINTING & PUBLICATION						
101-01-550.330 PRINTING & PUBLICATION	Revolving Fund	File plat	111125	11/12/2025	10.00	.00
101-01-550.330 PRINTING & PUBLICATION	Revolving Fund	File plat Robert's 3rd replat	111125	11/12/2025	28.00	.00
Total 101-01-550.330 PRINTING & PUBLICATION:					38.00	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Reditech	Monthly phone split Nov 2025	81805	11/01/2025	38.40	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	City Hall Utilities	NOV62025	01/16/2025	676.74	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	017- downtown cans	7438678T054	11/01/2025	49.95	.00
101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	009-City Hall	7438678T054	11/01/2025	80.29	.00
Total 101-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					845.38	.00
101-01-550.390 MEMBERSHIP & CERTIF. DUES						
101-01-550.390 MEMBERSHIP & CERTIF. DUES	League of Nebraska Municip	NE City/County Management Assn annual dues FY 2025-26	2026	09/01/2025	670.00	.00
101-01-550.390 MEMBERSHIP & CERTIF. DUES	Nebraska Municipal Clerks	dues for 2025-26 - Fasel	2026	11/01/2025	100.00	.00
Total 101-01-550.390 MEMBERSHIP & CERTIF. DUES:					770.00	.00
101-01-550.990 OTHER MISC. OPERATING EXPENSE						
101-01-550.990 OTHER MISC. OPERATING EXPENSE	Dodge County Court	B Dishman Payroll Deduction	11725	11/07/2025	376.00	.00
Total 101-01-550.990 OTHER MISC. OPERATING EXPENSE:					376.00	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
101-01-554.630 BUILDING MAINTENANCE						
101-01-554.630 BUILDING MAINTENANCE	Baltz, Susan	2 weeks office cleaning	1NOV25	11/02/2025	400.00	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	mats and towles	5681011	11/04/2025	93.90	.00
101-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	city hall mop and towles	5686566	11/11/2025	40.31	.00
Total 101-01-554.630 BUILDING MAINTENANCE:					534.21	.00
101-01-554.650 EQUIPMENT MAINTENANCE						
101-01-554.650 EQUIPMENT MAINTENANCE	Midwest Petroleum Equipm	Fuel pump repair	34879	09/18/2025	1,805.67	.00
101-01-554.650 EQUIPMENT MAINTENANCE	SECO Electric	fuel system rewire	19002	10/28/2025	4,750.00	.00
Total 101-01-554.650 EQUIPMENT MAINTENANCE:					6,555.67	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 12/1/25-12/31/25	INV-12249	11/01/2025	1,152.65	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	PLAN IT SOFTWARE LLC	software subscription	PLAN-2257	11/01/2025	1,000.00	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81805	11/01/2025	136.20	.00
101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly Computer Maint Nov 2025	81805	11/01/2025	234.00	.00
Total 101-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					2,522.85	.00
101-01-923.060 CONSULTANTS - OTHER						
101-01-923.060 CONSULTANTS - OTHER	Ray Planning Solutions	Highway 92 NE Blight Study	2025107-1	11/07/2025	6,000.00	.00
Total 101-01-923.060 CONSULTANTS - OTHER:					6,000.00	.00
Total GENERAL FUND:					24,098.05	.00
POLICE FUND						
102-01-550.310 MATERIALS & SUPPLIES						
102-01-550.310 MATERIALS & SUPPLIES	Quill Corporation	paper	46414672	10/31/2025	39.99	.00
Total 102-01-550.310 MATERIALS & SUPPLIES:					39.99	.00
102-01-550.320 POSTAGE						
102-01-550.320 POSTAGE	Revolving Fund	PD postage	111125	11/12/2025	41.20	.00
Total 102-01-550.320 POSTAGE:					41.20	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Reditech	Monthly phone split Nov 2025	81805	11/01/2025	72.60	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Verizon Wireless	Acct #483732120-00001 Police Hotspot	6127672302	11/04/2025	160.04	.00
102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	216 W 3rd Street utilities	NOV62025	01/16/2025	181.76	.00
Total 102-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					414.40	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
102-01-554.640 CAR/TRUCK MAINTENANCE						
102-01-554.640 CAR/TRUCK MAINTENANCE	Cuda's Auto & Towing, Inc	water pump	91125	09/11/2025	586.00	.00
102-01-554.640 CAR/TRUCK MAINTENANCE	Cuda's Auto & Towing, Inc	fuel tank drain - water in tank	9325	09/03/2025	220.00	.00
102-01-554.640 CAR/TRUCK MAINTENANCE	Cuda's Auto & Towing, Inc	fuel tank drain - water in tank and tow	9825	09/08/2025	375.00	.00
Total 102-01-554.640 CAR/TRUCK MAINTENANCE:					1,181.00	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly Computer Maint Nov 2025	81805	11/01/2025	396.00	.00
102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81971	11/01/2025	122.40	.00
Total 102-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					518.40	.00
Total POLICE FUND:					2,194.99	.00
STREET FUND						
103-01-546.110 SALARIES & WAGES						
103-01-546.110 SALARIES & WAGES	Wahoo Utilities	GIS wage reimbursement	11725	01/17/2025	294.51	.00
Total 103-01-546.110 SALARIES & WAGES:					294.51	.00
103-01-546.215 EMPLOYEE BENEFITS						
103-01-546.215 EMPLOYEE BENEFITS	Wahoo Utilities	GIS benefits reimbursement	11725	01/17/2025	30.28	.00
Total 103-01-546.215 EMPLOYEE BENEFITS:					30.28	.00
103-01-550.310 MATERIALS & SUPPLIES						
103-01-550.310 MATERIALS & SUPPLIES	John Deere Financial	hydro supplies	5044355	10/31/2025	702.24	.00
103-01-550.310 MATERIALS & SUPPLIES	John Deere Financial	hydro supplies	5047865	11/03/2025	106.96	.00
103-01-550.310 MATERIALS & SUPPLIES	Kriha Fluid Power	hydro repair parts	00628498	11/03/2025	395.77	.00
103-01-550.310 MATERIALS & SUPPLIES	Wahoo Auto Parts LLC	shop supplies	5398-312405	10/29/2025	66.27	.00
Total 103-01-550.310 MATERIALS & SUPPLIES:					1,271.24	.00
103-01-550.340 GAS, OIL, FUEL - CAR & EQUIP						
103-01-550.340 GAS, OIL, FUEL - CAR & EQUIP	Breunig Supply Co.	bulk oil	1931	10/30/2025	796.95	.00
Total 103-01-550.340 GAS, OIL, FUEL - CAR & EQUIP:					796.95	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Butler Public Power District	Walking Trail Tunnel Lt	110625	11/06/2005	37.07	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Reditech	Monthly phone split Nov 2025	81805	11/01/2025	12.80	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Service Center Utilitiles	NOV62025	01/16/2025	440.74	.00
103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	007-W Service Center	7438678T054	11/01/2025	101.71	.00
Total 103-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					592.32	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
103-01-550.490 DIGGER'S HOTLINE EXPENSE						
103-01-550.490 DIGGER'S HOTLINE EXPENSE	One Call Concepts	locate tickets	5100234	10/31/2025	19.10	.00
Total 103-01-550.490 DIGGER'S HOTLINE EXPENSE:					19.10	.00
103-01-550.510 ASPHALT/GRAVEL/CONCRETE						
103-01-550.510 ASPHALT/GRAVEL/CONCRETE	Wahoo Concrete Products	less overpayment on invoice 112093	112183	10/30/2025	50.00-	.00
Total 103-01-550.510 ASPHALT/GRAVEL/CONCRETE:					50.00-	.00
103-01-550.540 TRAFFIC CONTROL						
103-01-550.540 TRAFFIC CONTROL	Western Sand & Gravel	sand	210011	10/21/2025	442.17	.00
Total 103-01-550.540 TRAFFIC CONTROL:					442.17	.00
103-01-554.630 BUILDING MAINTENANCE						
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Street Dept Mats	5681009	11/04/2025	34.47	.00
103-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	Street Dept Mats	5686564	11/11/2025	34.46	.00
Total 103-01-554.630 BUILDING MAINTENANCE:					68.93	.00
103-01-554.640 CAR/TRUCK MAINTENANCE						
103-01-554.640 CAR/TRUCK MAINTENANCE	O'Reilly Automotive, Inc.	truck maint	5646-316168	10/17/2025	107.62	.00
Total 103-01-554.640 CAR/TRUCK MAINTENANCE:					107.62	.00
103-01-554.650 EQUIPMENT MAINTENANCE						
103-01-554.650 EQUIPMENT MAINTENANCE	Badger Body & Truck Equi	yoke end for dump truck	63099	10/29/2025	77.00	.00
103-01-554.650 EQUIPMENT MAINTENANCE	John Deere Financial	Oil change and service	5053725	01/17/2025	383.36	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Wahoo Auto Parts LLC	truck mirror	5398-312406	10/29/2025	54.91	.00
103-01-554.650 EQUIPMENT MAINTENANCE	Wahoo Auto Parts LLC	cabin air filter	5398-312724	11/07/2025	42.91	.00
Total 103-01-554.650 EQUIPMENT MAINTENANCE:					558.18	.00
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE						
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81805	11/01/2025	87.80	.00
103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly Computer Maint Nov 2025	81805	11/01/2025	78.00	.00
Total 103-01-554.655 COMPUTER/SOFTWARE MAINTENANCE:					165.80	.00
103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE						
103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Street Lights	NOV62025	01/16/2025	1,604.71	.00
Total 103-09-550.360 UTILITIES-ELEC./TELE./GARBAGE:					1,604.71	.00
Total STREET FUND:					5,901.81	.00
CEMETERY FUND						
104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
104-01-550.360						

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	016-Sunrise Cemetery	7438678T054	11/01/2025	17.09	.00
Total 104-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					17.09	.00
104-01-550.510 ASPHALT/GRAVEL/CONCRETE						
104-01-550.510 ASPHALT/GRAVEL/CONCRETE	Wahoo Concrete Products	concrete for foundations	112183	10/30/2025	486.64	.00
Total 104-01-550.510 ASPHALT/GRAVEL/CONCRETE:					486.64	.00
104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81805	11/01/2025	15.00	.00
Total 104-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					15.00	.00
Total CEMETERY FUND:					518.73	.00
PARKS & RECREATION FUND						
105-01-142.600 DUE FROM OTHER FUNDS						
105-01-142.600 DUE FROM OTHER FUNDS	Reditech	Monthly email Nov 2025	81805	11/01/2025	103.20	.00
105-01-142.600 DUE FROM OTHER FUNDS	Reditech	Monthly Computer Maint Nov 2025	81805	11/01/2025	24.00	.00
Total 105-01-142.600 DUE FROM OTHER FUNDS:					127.20	.00
105-01-927.060 DIRECT SUPPORT FOR P & R						
105-01-927.060 DIRECT SUPPORT FOR P & R	Wahoo Parks & Recreation	Direct Support	NOV2025	11/01/2025	70,000.00	.00
Total 105-01-927.060 DIRECT SUPPORT FOR P & R:					70,000.00	.00
Total PARKS & RECREATION FUND:					70,127.20	.00
FIRE FUND						
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Reditech	Monthly phone split Nov 2025	81805	11/01/2025	12.80	.00
106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Fire Hall utilities	NOV62025	01/16/2025	307.53	.00
Total 106-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					320.33	.00
106-01-554.630 BUILDING MAINTENANCE						
106-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	fire hall mats, mop	5686547	11/11/2025	68.88	.00
Total 106-01-554.630 BUILDING MAINTENANCE:					68.88	.00
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81805	11/01/2025	24.60	.00
Total 106-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					24.60	.00
Total FIRE FUND:					413.81	.00
LIBRARY FUND						
108-01-550.310 MATERIALS & SUPPLIES						
108-01-550.310 MATERIALS &						

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
SUPPLIES	Quill Corporation	paper x2	46414672	10/31/2025	79.98	.00
Total 108-01-550.310 MATERIALS & SUPPLIES:					79.98	.00
108-01-550.320 POSTAGE						
108-01-550.320 POSTAGE	Revolving Fund	Library paid out	111125	11/12/2025	38.95	.00
Total 108-01-550.320 POSTAGE:					38.95	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Reditech	Monthly phone split Nov 2025	81805	11/01/2025	74.80	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Library utilities	NOV62025	01/16/2025	815.00	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Library Sprinklers	NOV62025	01/16/2025	79.04	.00
108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Waste Connections of NE,	010-Library	7438678T054	11/01/2025	17.09	.00
Total 108-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					985.93	.00
108-01-550.560 BOOKS						
108-01-550.560 BOOKS	Ingram	books	91839213	11/10/2025	47.18	.00
108-01-550.560 BOOKS	Junior Library Guild	Books	732631	10/17/2025	469.22	.00
Total 108-01-550.560 BOOKS:					516.40	.00
108-01-554.630 BUILDING MAINTENANCE						
108-01-554.630 BUILDING MAINTENANCE	Prairie Mechanical Corpora	preventative maintenance	92606	10/13/2025	1,520.00	.00
Total 108-01-554.630 BUILDING MAINTENANCE:					1,520.00	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81805	11/01/2025	62.40	.00
108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly IT Service	81972	11/01/2025	484.00	.00
Total 108-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					546.40	.00
Total LIBRARY FUND:					3,687.66	.00
DEBT SERVICE FUND						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Caselle, Inc.	Contract Support and maintenance charges 12/1/25-12/31/25	INV-12249	11/01/2025	207.80	.00
Total 110-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					207.80	.00
Total DEBT SERVICE FUND:					207.80	.00
BUILDING & ZONING FUND						
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Reditech	Monthly phone split Nov 2025	81805	11/01/2025	6.40	.00
Total 115-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					6.40	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
115-01-550.980 OCCUPANCY CERT DEP REFUND						
115-01-550.980 OCCUPANCY CERT DEP REFUND	Advanced Design & Constr	Occupancy Deposit refund B-40-25	B-40-25	05/29/2025	500.00	.00
Total 115-01-550.980 OCCUPANCY CERT DEP REFUND:					500.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly Computer Maint Nov 2025	81805	11/01/2025	78.00	.00
115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81805	11/01/2025	15.00	.00
Total 115-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					93.00	.00
Total BUILDING & ZONING FUND:					599.40	.00
ECONOMIC DEVELOPMENT						
116-01-921.910 SPECIAL DEVELOPMENT EXPENSE						
116-01-921.910 SPECIAL DEVELOPMENT EXPENSE	Wahoo Area Economic Dev	Monthly office support	NOV2025	11/01/2025	7,500.00	.00
Total 116-01-921.910 SPECIAL DEVELOPMENT EXPENSE:					7,500.00	.00
Total ECONOMIC DEVELOPMENT:					7,500.00	.00
EMS						
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE						
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Reditech	Monthly phone split Nov 2025	81805	11/01/2025	19.20	.00
121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE	Wahoo Utilities	Fire Hall utilities	NOV62025	01/16/2025	307.53	.00
Total 121-01-550.360 UTILITIES-ELEC./TELE./GARBAGE:					326.73	.00
121-01-550.410 EDUCATION & TRAINING EXPENSE						
121-01-550.410 EDUCATION & TRAINING EXPENSE	Gaumard Scientific Compa	code blue adult simulator	111294	09/26/2025	2,374.02	.00
Total 121-01-550.410 EDUCATION & TRAINING EXPENSE:					2,374.02	.00
121-01-550.700 CONTRACTED BILLING FEES						
121-01-550.700 CONTRACTED BILLING FEES	One Billing Solutions, LLC	Monthly Billing	INV254030	11/01/2025	4,539.37	.00
Total 121-01-550.700 CONTRACTED BILLING FEES:					4,539.37	.00
121-01-550.900 FEDERAL/STATE GRANT EXPENSE						
121-01-550.900 FEDERAL/STATE GRANT EXPENSE	Gaumard Scientific Compa	code blue adult simulator	111294	09/26/2025	11,000.00	.00
Total 121-01-550.900 FEDERAL/STATE GRANT EXPENSE:					11,000.00	.00
121-01-554.630 BUILDING MAINTENANCE						
121-01-554.630 BUILDING MAINTENANCE	Jackson Services, Inc.	fire hall mats, mop	5686547	11/11/2025	68.88	.00
Total 121-01-554.630 BUILDING MAINTENANCE:					68.88	.00
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE						
121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE	Reditech	Monthly email Nov 2025	81805	11/01/2025	32.40	.00

GL Account and Title	Vendor Name	Description	Invoice Number	Invoice Date	Net Invoice Amount	Amount Paid
Total 121-01-554.660 COMPUTER/SOFTWARE MAINTENANCE:					32.40	.00
Total EMS:					18,341.40	.00
Grand Totals:					133,590.85	.00

Dated: _____

Mayor: _____

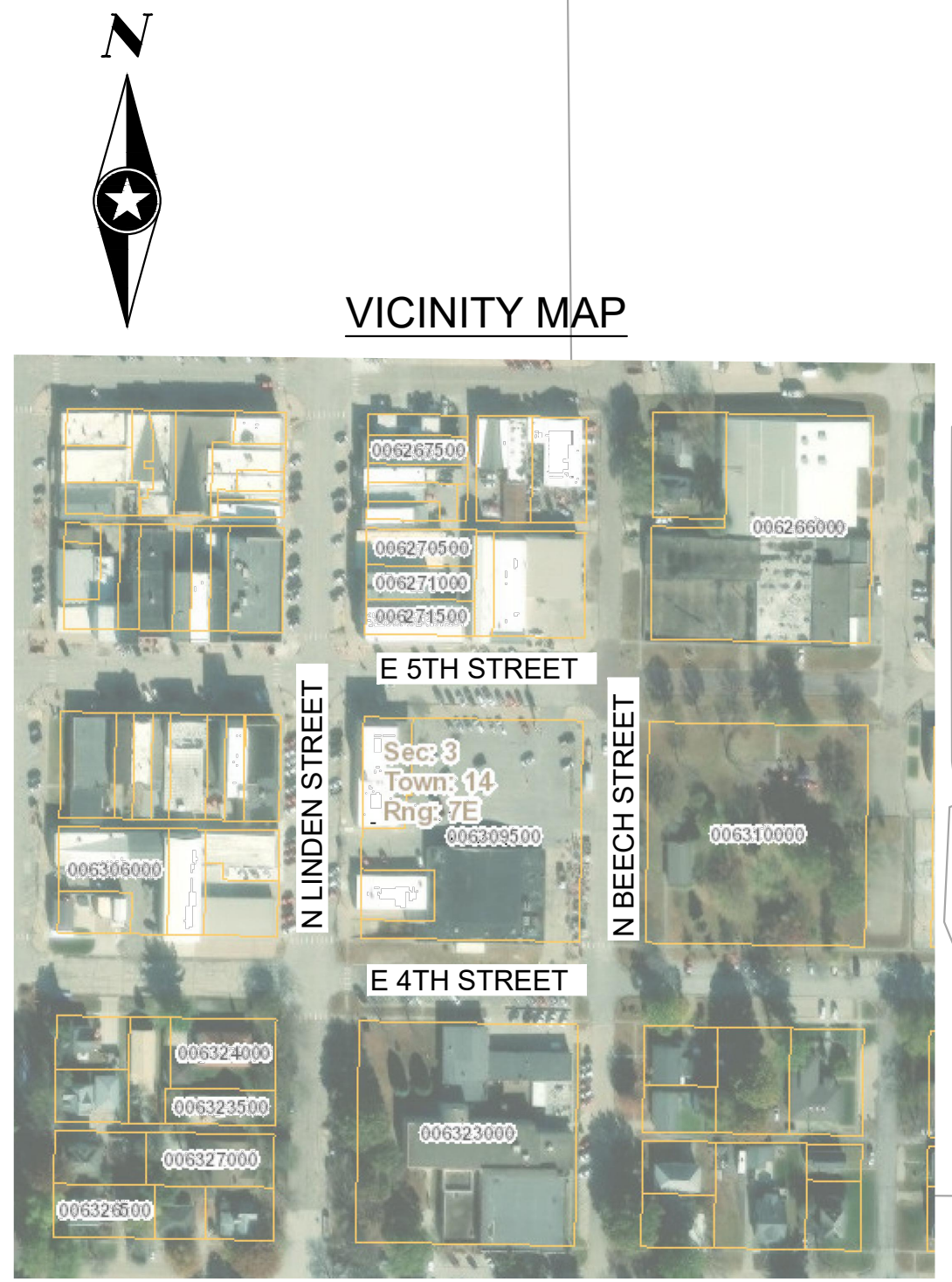
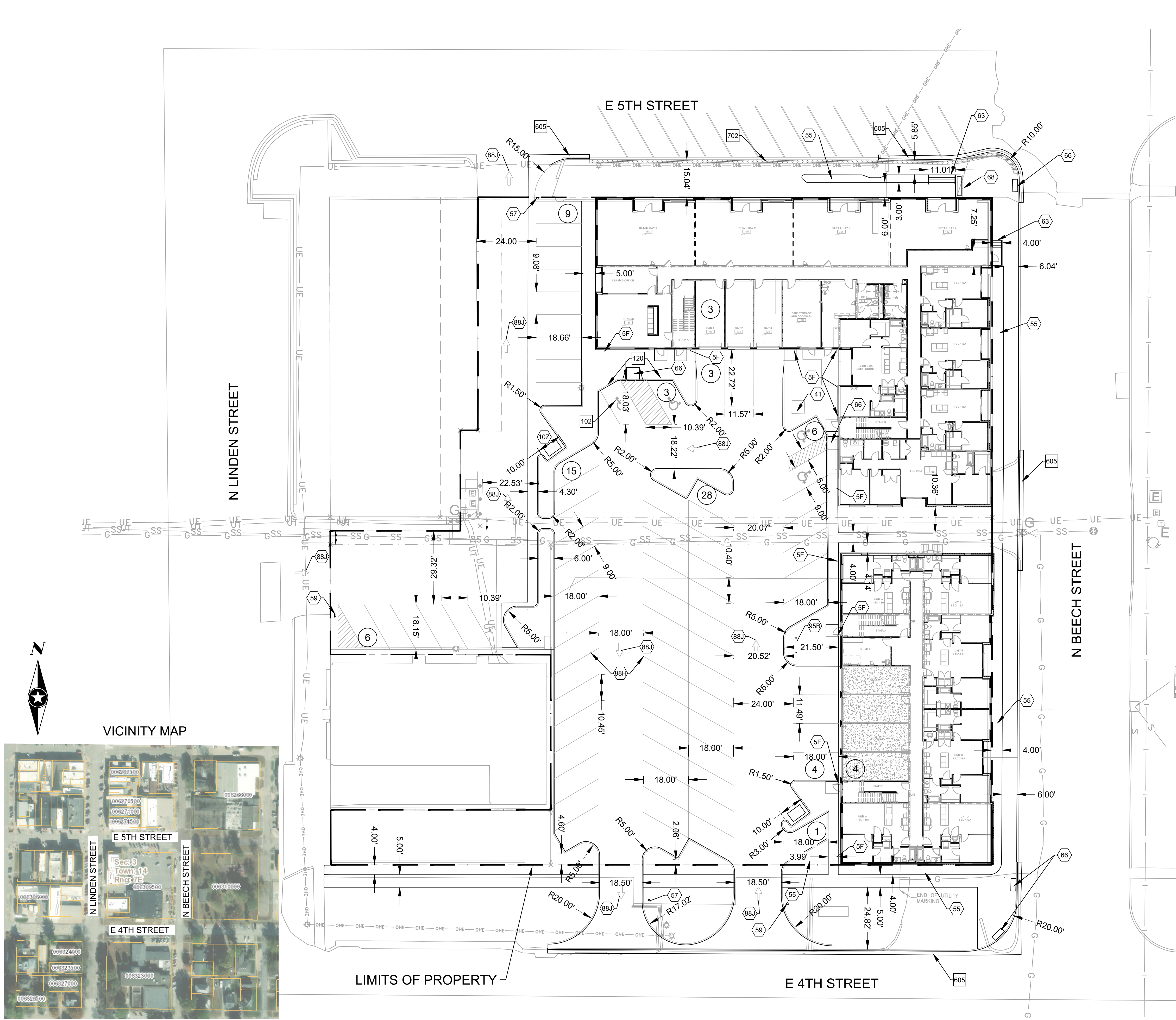
City Council: _____

City Recorder: _____



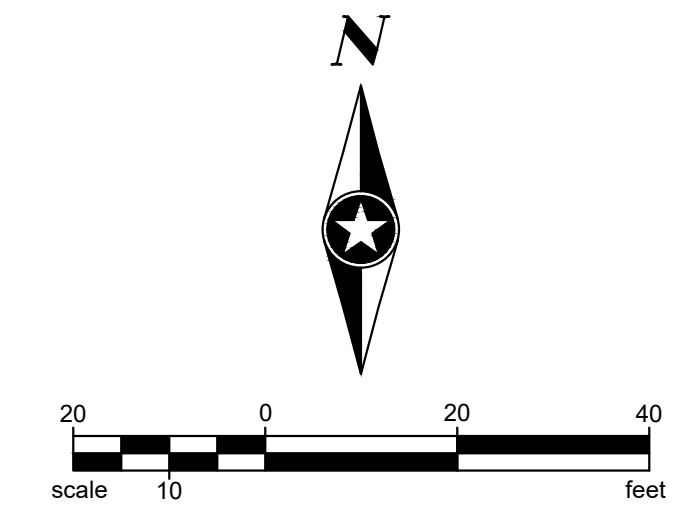






INDEX

SHEET NO.	DESCRIPTION
C.1	SITE PLAN
C.2	REMOVAL PLAN
C.3	GRADING PLAN
C.4	UTILITY PLAN
C.5	EROSION CONTROL PLAN
C.6	SWPPP NOTES
C.7-C.8	SPOT ELEVATIONS
C.9-C.10	PAVING PLAN
C.11-C.12	DETAILS
C.13	CONSTRUCTION NOTES



THIS PLAN CONTAINS 13 SHEETS.

CONSTRUCTION NOTES:

- COORDINATE START-UP AND ALL CONSTRUCTION ACTIVITIES WITH OWNER.
- ALL CONSTRUCTION WORK AND UTILITY WORK OUTSIDE OF PROPERTY BOUNDARIES SHALL BE PERFORMED IN COOPERATION WITH AND IN ACCORDANCE WITH REGULATIONS OF THE AUTHORITIES CONCERNED. CONTRACTOR TO FOLLOW CITY OF WAHOO INFRASTRUCTURE STANDARDS & SPECIFICATIONS (ADOPTED 10/25/2012) AND DETAILS. CITY OF WAHOO SHALL BE CONTACTED PRIOR TO WORK BEGINNING.
- PUBLIC CONVENIENCE AND SAFETY: THE CONTRACTOR SHALL CONDUCT THE WORK IN A MANNER THAT WILL INSURE, AS FAR AS PRACTICABLE, THE LEAST OBSTRUCTION TO TRAFFIC, AND SHALL PROVIDE FOR THE CONVENIENCE AND SAFETY OF THE GENERAL PUBLIC AND RESIDENTS ALONG AND ADJACENT TO HIGHWAYS IN THE CONSTRUCTION AREA.
- ALL TRAFFIC CONTROL DEVICES, INSTALLATION AND OPERATIONS SHALL CONFORM WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
- PARKING PROVIDED: 82 STALLS (2 HANDICAPPED)

- ① PARKING COUNT
- DETAILS - SEE DETAIL SHEET FOR THE FOLLOWING DETAILS
- 102 ACCESSIBLE PARKING
- 120 ACCESSIBLE PARKING SIGNAGE
- 605 CURB & GUTTER REMOVAL AND REPLACEMENT
- 702 BRICK PAVER RIBBON DETAIL
- ⬡ DOWNSPOUT
- 10Z TRASH ENCLOSURE - SEE ARCHITECTURE PLANS FOR DETAILS
- 41 TRANSFORMER
- 55 4" LANDSCAPED ROCK WITH GEOFABRIC
- 57 "DO NOT ENTER" SIGN ON 2" SQUARE POST
- 59 "ONE WAY" SIGN ON 2" SQUARE POST
- 63 CONCRETE STEPS - SEE CITY OF OMAHA STANDARD PLATE 608-01 PCC STAIRS W/ RAILING
- 66 ADA RAMPS - SEE CITY OF OMAHA STANDARD PLATE 504-01 CONCRETE CURB RAMP
- 68 6" CONCRETE REINFORCED PLANTER BOX
- 88H 4" WHITE PAINT STRIPING
- 88J WHITE ONE WAY ARROW STRIPING
- 95B BICYCLE RACK - 5 SPOT (BLACK COATED STEEL, SURFACE MOUNTED)

SITE NOTES

- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF BUILDING ENTRANCE, EXIT PORCHES, RAMPS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
- ALL DIMENSIONS ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
- ALL DIMENSIONS ARE PERPENDICULAR TO PROPERTY LINE.
- ACTUAL SIGN LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER.

THE COORDINATES PROVIDED ON THIS PLAN ARE FOR INFORMATION AND CHECKING PURPOSES ONLY. IT IS THE CONTRACTORS RESPONSIBILITY TO CALCULATE CONSTRUCTION STAKING COORDINATES ACCORDING TO THE DIMENSIONS SHOWN ON THESE PLANS. CONTRACTOR SHALL VERIFY THE ACCURACY OF THE COORDINATES SHOWN HEREON BEFORE CONSTRUCTION.

MARKET SUITES APARTMENTS
WAHOO, NE

This drawing is a representation of services and shall remain the property of Sheet Erect Hardware, Inc. (SEH). This drawing, complete and taken together, shall not be used, reproduced, modified, or altered without the express written approval of SEH. Submission or distribution of this drawing to meet official or regulatory requirements or for purposes in connection with the project is not to be construed as publication in derogation of any of the rights of SEH.

SEH Project Checked By
18119

Project Status Issue Date
09/04/2025

EXTENDED WARRANTY AGREEMENT

THIS EXTENDED WARRANTY AGREEMENT (the "Agreement") is made and entered into as of this 24 day of September, 2025, by and between: the City of Wahoo, a political subdivision in the State of Nebraska (the "City"), and K2 Construction, Inc., a Nebraska Corporation, whose principal place of business is at 7701 Cornhusker Hwy, Lincoln, Nebraska 68507-3265 ("K2").

RECITALS

WHEREAS on October 29, 2024, the City did issue a letter to K2 delineating several areas of concern relating to the construction of the paving work in the Wilmer Ridge Subdivision. The aforementioned letter is incorporated herein by reference.

WHEREAS on December 13, 2024, representatives of the City and K2 did meet on site to review concerns with the Wilmer Ridge Subdivision relating to missing tie bars at multiple locations of the paving; concerns with cross-stitching that was previously done and which is showing concerns with the epoxy and exposed rebar; and the doweling or lack of at the intersection. A memorandum of this meeting was issued by Melissa Harrell of the City and is incorporated herein by reference.

WHEREAS the City did thereafter hire Thiele Geotech Inc. to analyze several areas within the Wilmer Ridge Subdivision and who did on March 13, 2025, issue a field report of their ground penetrating radar concrete scan investigation. The aforementioned field report is incorporated herein by reference.

WHEREAS on or about April 10, 2025, the City exercised its rights to submit a warranty and workmanship claim under the Contract, Supplemental Conditions, General Conditions, and Extended Warranty (together "Contract") between the parties relating to the Wilmer Ridge Subdivision project. A copy of the aforementioned claim letter is incorporated herein by reference.

WHEREAS K2 thereafter hired Thiele Geotech Inc to perform a GPR Investigation on the balance of the Wilmer Ridge Subdivision paving. A copy of their field report dated May 12, 2025, was disseminated between the parties and is incorporated herein by reference. This report delineated eighteen (18) distinct areas where GPR scanning revealed a construction deficiency.

WHEREAS that pursuant to the Contract language, Olsson did perform its review of the matter and rendered a decision on June 11, 2025, determining that the claim as presented by the City against K2 for warranty and workmanship work was valid. This letter from Brian Jueneman and Jeff Edson of Olsson is incorporated herein by reference.

BE IT RESOLVED that K2 disputes the application of Section 13.06 of the Contract which provides that K2 "shall correct all defective Work, whether or not fabricated, installed, or completed, or if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals...) arising out of or relating to such correction or removal (including but not limited to all costs of repairs or replacement of work of others)." More specifically, that K2 would be obligated to pay for the repairs if it were later determined that the GPR scanning was incorrect and the work does meet design specifications.

WHEREAS K2 did agree on or about August 6, 2026, to remove and replace the paving areas delineated as 1, 3, 9, 10, 11, 12, 14, 15, 16, 17, and 18 on the aforementioned Thiele field report dated May 12, 2025. Thereafter K2 did commence the tearing out and replacing of those specific areas under general review and oversight of Olsson. The replacement work was completed by K2 on or about September 2, 2025.

WHEREAS, each of the aforementioned areas of corrective work was determined by Olsson to be deficient with the designs after the paving was removed by K2. As such, Olssons shall be paid by K2 for its construction observation and work addressing the workmanship issues and K2 is not entitled to additional payment for this corrective work.

BE IT RESOLVED that K2 has proposed giving the City a two (2) year extended warranty on the areas delineated by Thiele which K2 did in 2025 tear out and replace.

BE IT RESOLVED that K2 has proposed giving the City a four (4) year extended warranty on the areas delineated by Thiele which K2 has not yet torn out and replaced.

BE IT RESOLVED that the City is willing to accept the two (2) and four (4) year extended warranties on the eighteen (18) areas in question in lieu of immediately requiring all areas to be removed and replaced as well as in order to withdraw the City's claim against Performance Bond No. 30169958 which is currently pending with CNA Surety.

BE IT RESOLVED that the parties agree that the two (2) and four (4) year extended warranty periods shall commence as of the date of final execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- i. "Product" means the paving work on the Wilmer Ridge Subdivision project.
- ii. "Standard Warranty" means K2's original warranty provided for the Wilmer Ridge Subdivision project, subject to the terms, conditions, and limitations set forth in the documentation accompanying the Contract.
- iii. "Extended Warranty Period" means the period beginning on the execution date of this Agreement and continuing for two (2) and four (4) year periods thereafter, during which the Product will be covered under the terms of this Agreement.
- iv. "Covered Defects" means defects in materials and workmanship under normal use and operation of the Product in accordance with the Contract specifications and instructions.

2. COVERAGE

- i. Extended Warranty Coverage. K2 agrees to repair or replace, at K2's sole discretion, the Product if it experiences Covered Defects during the Extended Warranty Period.
- ii. Relationship to Standard Warranty. This Agreement extends the same terms, conditions, and limitations as the Standard Warranty, except as otherwise specified herein. For the avoidance of doubt, this Agreement does not replace, modify, or enhance the coverage provided under the Standard Warranty during its term.
- iii. Coverage Exclusions. This Agreement does not cover normal wear and tear that occurs with regular use over time and/or damage caused by external events beyond K2's reasonable control, including but not limited to fire; flood; earthquake; lightning; power surges; acts of God; or other natural disasters.

3. GENERAL PROVISIONS

- i. Effective Date and Term. This Agreement becomes effective on the execution of this Agreement and continues until the end of the Extended Warranty Period.
- ii. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the extended warranty for the Product and supersedes all prior or contemporaneous agreements, representations, and understandings, whether written or oral, relating to its subject matter.
- iii. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions shall remain in full force and effect.
- iv. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to any choice of law or conflict of law provisions. This Agreement is not intended to conflict with or circumvent any federal, state, or local law or regulation.
- v. Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement through good faith consultation and negotiation. If the parties cannot resolve a dispute through informal resolution within thirty (30) days, either party may initiate mediation by providing written notice to the other party. The mediation shall be conducted in the City of Wahoo by a mediator mutually agreed upon by the parties. If mediation is unsuccessful then the parties may litigate the dispute in the District Court of Saunders County, Nebraska.
- vi. Compliance with Laws. This Agreement is intended to comply with all applicable federal, state, and local laws, including without limitation the Magnuson-Moss Warranty Act (15 U.S.C. §§ 2301 et seq.) and applicable state consumer protection laws. If any provision of this Agreement conflicts with such laws, such provision

shall be deemed modified to the minimum extent necessary to comply with such laws.

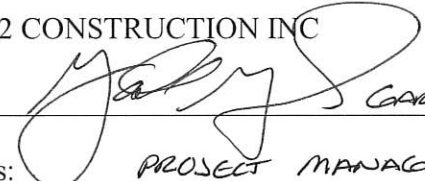
- vii. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon (a) personal delivery, (b) confirmed delivery by a standard overnight courier, or (c) three days after mailing using registered or certified mail, postage prepaid, addressed to the party at the address provided in this Agreement or at such other address as such party may designate by written notice to the other party.
- viii. Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor, or materials.
- ix. Waiver. No waiver of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by the party to be charged. The waiver of any breach or default of this Agreement shall not constitute a waiver of any other or subsequent breach or default.
- x. Headings. The headings used in this Agreement are for convenience only and shall not be used to interpret or construe any provision of this Agreement.
- xi. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date first written above.

CITY OF WAHOO, NEBRASKA

Its: _____

K2 CONSTRUCTION INC


_____ GARRETT GIESLER

Its: PROJECT MANAGER

City of Wahoo

2026

BENEFITS

GUIDE



Your Health & Wellness

CONTENT



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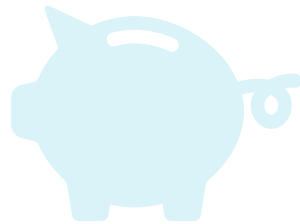
The information in this Enrollment Guide is intended for illustrative and informational purposes only. The information contained herein was taken from various summary plan descriptions, certificates of coverage, and benefit information. While every effort was taken to accurately report your benefits, discrepancies and errors are always possible. It is not intended to alter or expand rights or liabilities set forth in the official plan documents or contracts. It is not an offer to contract nor are there any express or implied guarantees. In case of a discrepancy between this information and the actual plan documents, the actual plan documents will prevail. If you have any questions about this summary, please contact Human Resources.

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WELCOME TO YOUR 2026 BENEFITS!

City of Wahoo is pleased to provide you and your family with a wide range of competitive benefits. Your benefits are an important part of your total compensation. You have the flexibility to choose the benefits that are right for you and your family, to keep you physically and financially healthy now and in the future.

This benefits guide provides important information about your benefits and how to use them to your best advantage. Please review this information carefully, ask questions if needed, and make sure to enroll by the deadline.



ELIGIBILITY



If you are regularly scheduled to work at least 30 hours for medical or 40 hours for ancillary per week, you are eligible for the City of Wahoo benefits program. For newly hired individuals, most of your benefits are effective the first day of the month following 30 days. You may also enroll your eligible dependents for coverage. Eligible dependents include:

- Your legal spouse
- Children under the age of 26, regardless of student, dependency or marital status; Children past the age of 26 who are fully dependent on you for support due to a mental or physical disability (and are indicated as such on your federal tax return).

Benefits End

All benefits end at the end of the month in which your employment ends.

Changing Benefits After Enrollment

During the year, you cannot make changes to your medical, dental, vision or Health Care or Dependent Care Flexible Spending Accounts unless you experience a Qualified Life Event, such as marriage or the birth of a child. If you experience a Qualified Life Event (examples: Marriage, Divorce, Death, Birth/Adoption, Step-Child, change in employment status for you or your spouse), you should contact Buffy Baker within 30 days of the event, or you will have to wait until the next annual open enrollment period to make changes (unless you experience another Qualified Life Event).

HOW TO ENROLL



Open enrollment for the 2026 plan year is 12/1/2025 to 12/31/2025. If you are a new hire, you should return your enrollment election prior to your coverage effective date. You must complete your enrollment to receive benefit coverage for the plan year.

Before You Enroll

- Carefully review the benefits listed in this guide and determine the medical, dental, vision and other coverage that's best for you and your family.
- Ensure family members meet the eligibility requirements.
- Understand the cost of the plans you selected.
- Select, review and submit your desired coverage.
- Be sure to complete beneficiary information for Life and AD&D benefits.

Check with Buffy Baker if you have questions.



City of Wahoo's medical coverage provides you and your family the protection you need for everyday health issues or unexpected medical expenses.

How Medical Coverage Works

When you enroll in medical coverage, you pay a portion of your health care costs when you receive care and the plan pays a portion, as detailed below. Note that preventive care — like physical exams, flu shots and screenings — is always covered 100% when you use in-network providers. The key difference between the plans is the amount of money you'll pay each pay period and when you need care. The plans have different:

- **Deductibles** — The amount you pay each year for eligible in-network and out-of-network charges before the plan begins to pay a portion of the costs.
- **Copays** — A fixed amount you pay for a health care service. Copays do not count toward your annual deductible but do count toward your annual out-of-pocket maximum.
- **Coinsurances** — Once you've met your deductible, you and the plan share the cost of care, which is called coinsurance. For example, you pay 20% for services and the plan pays 80% of the cost until you reach your annual out-of-pocket maximum.
- **Out-of-pocket maximums** — The most you will pay each year for eligible in- or out-of-network services, including prescriptions. After you reach your out-of-pocket maximum, the plan pays the full cost of eligible health care services for the rest of the year.

Before You Enroll

Consider this:

1. Think about the per-pay-period cost and out-of-pocket expenses you will incur and your possible future medical expenses. The option that has the highest per-pay-period cost typically has a lower deductible, pays more and/or copays when you need care.
2. Want to stay with your doctor? Ensure they are in the plan's network by visiting the www.medica.com website . If they're out of network, services may not be covered or may be more expensive.
3. Here is the link for Choice National – <https://www.medica.com/find-care/select-employer-provided-plan/medica> with choice-national
4. Here is the link for Medica with CHI– <https://www.medica.com/find-care/select-employer-provided-plan/medica-with-chi-health>
5. Here is the link for Medica with Elevate.
6. <https://www.medica.com/find-care/select-employer-provided-plan/medica> with elevate
7. **Consider the cost of services and prescription drugs you expect to receive during the year.**



	Plan 1	Plan 2
Coverage Effective:1/1/2026	NE 2000-25-50-20% Choice National/CHI Health/Elevate In-Network	NE 3400-0% HSA Choice National/CHI Health/Elevate In-Network
2026 Deductible Deductibles reset January 1		
Individual Family	\$2,000 \$4,000	\$3,400 \$6,800
2026 Out-of-Pocket Maximum (Includes Deductible)		
Individual Family	\$4,000 \$8,000	\$3,400 \$6,800
	You pay	You pay
Coinsurance	20%	0%
Preventive Care	100% Covered	100% Covered
Telemedicine	\$0 copay	0%*
Primary Care Physician	\$25 copay/visit	0%*
Specialist	\$50 copay/visit	0%*
Urgent Care	\$25 copay/visit	0%*
Emergency Room	20%*	0%*
Hospitalization	20%*	0%*
Diagnostic Imaging (MRI/CT)	20%*	0%*

*After Deductible



	Plan 1		Plan 2	
	NE 2000-25-50-20%		NE 3400-0% HSA	
	Choice National/CHI Health/Elevate		Choice National/CHI Health/Elevate	
Pharmacy				
Rx Deductible	N/A		Subject to Medical Deductible	
Retail Rx (up to 30-day supply)				
Tier 1	\$10/prescription		0%*	
Tier 2	\$30/prescription		0%*	
Tier 3	\$50/prescription		0%*	
Tier 4(Specialty Drugs)	20% to \$200 copay/prescription /40%		0%*	
Mail Order Rx (90-day supply)	3x copay(except for Specialty drugs)		0%*except for Specialty drugs)	
Medical Monthly Payroll Deductions				
Network	Choice National	CHI Health/Elevate	Choice National	CHI Health/Elevate
Employee Only	\$94.79	\$75.83	\$87.60	\$63.78
Employee + Spouse	\$374.70	\$299.76	\$346.31	\$276.37
Employee + Child(ren)	\$294.73	\$235.78	\$272.39	\$217.23
Employee + Family	\$601.30	\$481.04	\$555.73	\$443.91

MEDICA PREVENTIVE DRUG LIST



Medica Commercial Preventive Drug List

(1/1/2026)

Certain health plans provide a specific benefit for preventive outpatient drugs that are considered maintenance drugs used to treat common disease states. Plan terms vary and members should consult their benefit plan documents to determine whether they have coverage for preventive maintenance drugs and, if so, with lower or no member cost sharing. Some strengths or dosage forms, noted with an *, may not be included in the Preventive Drug List, regardless of their appearance in this document. Certain products or categories may not be covered or may be subject to utilization management edits such as step therapy, prior authorization, or quantity limits. Please check with your plan provider should you have any questions about coverage. If your benefit includes mail order, please note that some drugs and supplies may not be available through this service.

ANTIPLATELETS

ANTICOAGULANTS

ELIQUIS
 enoxaparin
 fondaparinux
 rivaroxaban*
 warfarin*
 XARELTO

PLATELET AGGREGATION INHIBITORS

BRILINTA
 clopidogrel
 dipyridamole
 prasugrel
 Ticagrelor

CORONARY ARTERY DISEASE

ANTIHYPERTENSIVES

atorvastatin
 cholestyramine
 colesvelam*
 colestipol
 ezetimibe
 fenofibrate*
 fenofibric acid*
 fluvastatin
 gemfibrozil
 icosapent ethyl
 lovastatin
 niacin ext-rel
 omega-3 acid ethyl esters
 pravastatin
 rosuvastatin

simvastatin

COMBINATION ANTIHYPERLIPIDEMICS

amlodipine/atorvastatin
 ezetimibe/simvastatin

DIABETES

BLOOD GLUCOSE MONITORS

ACCU-CHEK GUIDE BLOOD GLUCOSE METER
 CONTOUR NEXT BLOOD GLUCOSE METER

INJECTABLE DIABETES AGENTS

HUMULIN R* (U-500 Only)
 INSULIN DEGLUDEC
 INSULIN GLARGINE-YFGN
 liraglutide
 NOVOLIN N, R, 70/30
 NOVOLOG
 OZEMPIC
 RYBELSUS
 SEMGLEE (YFGN)
 TOUJEO
 TRESIBA
 TRULICITY
 VICTOZA

ORAL DIABETES AGENTS

acarbose
 FARXIGA
 glimepiride
 glipizide
 glipizide ext-rel
 glipizide/metformin
 glyburide
 glyburide/metformin

GLYXAMBI

JANUMET
 JANUMET XR
 JANUVIA
 JARDIANCE

metformin
 metformin ext-rel

miglitol
 nateglinide
 pioglitazone
 pioglitazone/glimepiride
 pioglitazone/metformin

repaglinide
 SYNJARDY XR
 SYNJARY
 TRIJARDY XR

XIGDUO XR

SUPPLIES
 INSULIN SYRINGES, AND NEEDLES –
 BD/Embecke Products

HYPERTENSION

ACE INHIBITORS/ ANGIOTENSIN II RECEPTOR ANTAGONISTS AND COMBINATION AGENTS

amlodipine/benzepiril
 benazepril
 benazepril/hydrochlorothiazide
 candesartan
 candesartan/hydrochlorothiazide
 captopril
 captopril/hydrochlorothiazide
 enalapril

MEDICA PREVENTIVE DRUG LIST



enalapril/hydrochlorothiazide
eprosartan
fosinopril
fosinopril/hydrochlorothiazide
irbesartan
irbesartan/hydrochlorothiazide
lisinopril
lisinopril/hydrochlorothiazide
losartan
losartan/hydrochlorothiazide
moexipril
perindopril
quinapril
quinapril/hydrochlorothiazide
ramipril
telmisartan
telmisartan/hydrochlorothiazide
trandolapril
trandolapril/verapamil ext-rel
valsartan
valsartan/hydrochlorothiazide

BETA-BLOCKERS AND COMBINATION AGENTS

acebutolol
atenolol
atenolol/chlorthalidone
betaxolol
bisoprolol
bisoprolol/hydrochlorothiazide
carvedilol
labetalol
metoprolol
metoprolol succinate ext-rel
metoprolol/hydrochlorothiazide
nadolol
pindolol
propranolol
propranolol ext-rel
propranolol/hydrochlorothiazide
timolol maleate

CALCIUM CHANNEL BLOCKERS AND COMBINATION AGENTS

amloride/hydrochlorothiazide
amlodipine

diltiazem - select products
felodipine ext-rel
isradipine
nicardipine
nisoldipine ext-rel
verapamil
verapamil ext-rel

DIURETICS

chlorthalidone
furosemide
hydrochlorothiazide
indapamide
spironolactone
spironolactone/hydrochlorothiazide
torsemide
triarterene/hydrochlorothiazide

OTHER ANTIHYPERTENSIVE AGENTS

amlodipine/valsartan/hydrochlorothiazide
clonidine
clonidine transdermal
guanfacine
hydralazine
methyldopa
Minoxidil

MENTAL HEALTH

ANTIDEPRESSANTS

amitriptyline
amoxapine
bupropion
bupropion ext-rel
citalopram
clomipramine
desipramine
desvenlafaxine succinate ext-rel
doxepin
duloxetine delayed-rel
escitalopram
fluoxetine
fluoxetine delayed-rel
fluvoxamine
imipramine HCl

imipramine pamoate
mirtazapine
nortriptyline
paroxetine HCl
paroxetine HCl ext-rel
phenelzine
protriptyline
sertraline
tranlycypromine
trazodone
trimipramine
venlafaxine
venlafaxine ext-rel

ANTIPSYCHOTICS

aripiprazole
chlorpromazine
clozapine
fluphenazine
haloperidol
loxapine
lurasidone
olanzapine
olanzapine orally disintegrating tabs
piperidone
perphenazine
quetiapine
quetiapine ext-rel

risperidone
thioridazine
thiothixene
trifluoperazine
ziprasidone

OSTEOPOROSIS

BONE RESORPTION THERAPY

alendronate
ibandronate
raloxifene
risedronate

MEDICA PREVENTIVE DRUG LIST



RESPIRATORY DISORDERS

RESPIRATORY AGENTS

ADVAIR HFA
albuterol inhaler*
albuterol nebulizer solution
ARNUITY
ASMANEX HFA
ASMANEX TWISTHALER
BREQ ELLIPTA
BREYNA
budesonide inhalation suspension
budesonide-formoterol
cromolyn sodium
DULERA
fluticasone/salmeterol diskus*
INCRUSE ELLIPTA
ipratropium nebulizer solution
ipratropium/albuterol nebulizer solution
levalbuterol nebulizer solution
montelukast
QVAR REDHALER
SPIRIVA
SPIRIVA RESPIMAT
SYMBICORT
theophylline
tiotropium
zafirlukast

Over-the-counter (OTC) products require a prescription. Coverage may vary by plan.



YOUR ONE-STOP SOURCE FOR HEALTH PLAN INFORMATION

If you haven't checked out your Medica member website, now's the time! **MyMedica.com** is your one-stop resource for all kinds of information to help you manage your health plan benefits and improve your health. Here are just a few of the many things you can do on **myMedica.com**:



ORDER ID cards



SEE which drugs are covered and how much they cost



FIND out what's covered by your plan



CHAT with a nurse online



TRACK your claims



LEARN about and participate in fun and effective health and wellness programs



CHECK to see if a doctor or other health care provider is in your plan's network

After registering on **myMedica.com**, smartphone users can access a mobile version of the site.

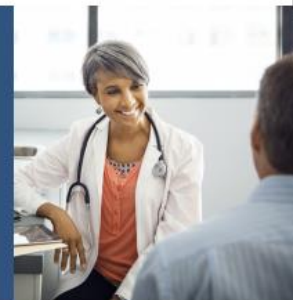
QUESTIONS?

If you have any questions about **myMedica.com** or your benefits, call Customer Service at the number on the back of your Medica ID card.

HOW TO FIND A NETWORK PROVIDER



How to find a network provider



Provider search made easy

When you're looking for a health care provider, there's a lot to consider. Is the provider in my network? Is the location close to home or work? Our online provider search tool can help you.

Get started

- Go to [Medica.com/FindCare](https://www.Medica.com/FindCare)
- Select your plan
- Go to the "Providers and facilities" section and choose "See your choices." Note: When looking for a behavioral health provider, go to the "Behavioral health" tile and choose "Start here."



Note: Image may look different depending on your plan.

Search for providers, conditions, and facilities

You can search in several ways:

- 1 Provider name
- 2 Specialty type
- 3 Facility/clinic name
- 4 Facility type
- 5 Or search all at once
- 6 Make sure you're searching for providers in your specific Medica health plan. You'll get the highest level of benefits when you see providers in your plan's network.
- 7 Refine your search by setting distance parameters, provider languages, new patient acceptance, and more
- 8 View pre-filtered search results to help you quickly find certain types of providers and care
- 9 Choose your search location by entering a city, ZIP code, or state
- 10 Set your language preference



HOW TO FIND A NETWORK PROVIDER



Search, sort, and filter tips

- 1 Sort your search further by "Best Match," "Distance," or alphabetically by "Name"
- 2 Set additional filters for distance, provider type and specialty, and more
- 3 Create a PDF of up to 300 search results and email it to yourself or others
- 4 Use the "Menu" in the top right to clear your search and start over

Explore other resources

You can access other parts of your Medica health plan here too.

- Access the behavioral health directory to find a behavioral health provider for mental health and substance use disorders. **Note:** Some mental health providers may be displayed when searching "Providers by specialty" on the provider search tool, but those providers may not be covered through your plan for mental health and substance use disorders. Instead, search the broad network of behavioral health providers that are available in your network by choosing "Get started" in the "Behavioral Health" tile.
- When you're unwell and away from home, find care through our Travel Program (only available for certain plans).
- Find a pharmacy in your network to quickly and easily fill prescriptions.

Medica Elect®/Medica EssentialSM members only

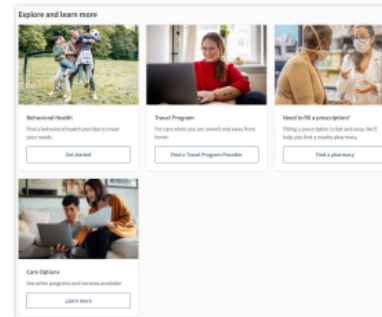
You enroll in a primary care clinic (PCC) that's affiliated with a care system and provide the 11-digit PCC number for your selected clinic. This PCC coordinates your overall care and will help you find specialists in your PCC or care system, so you receive your highest level of benefits.

To search for a PCC, select the "Menu" and set your location area, then choose either the "Facilities by type" or "Facilities by name" tile. Select the search spyglass icon but do not enter anything in the search bar. Instead, select "More filters" and choose "Eligible Primary Care Clinic (PCC)" from the options. Select "View profile" to see the PCC number and care system affiliation for that provider. Use the "More filters" option from your search results or the "Care System" tile on the dashboard to search for providers in your care system.

*Your search results may include providers in Medica's nationwide Travel Program Network. Narrowing your results can help you find what you're looking for more quickly.



If you don't find the provider you're looking for, try searching another way (by provider specialty if you don't know the spelling of the provider's name, for example).



Note: Image may look different depending on your plan.



Have questions? We're here to help.

Call Member Services at the number on the back of your Medica ID card. (TTY: 711)



Virtual care with Amwell



Save time, connect with a provider online

Virtual care, also known as online care or an e-visit, is a quick, cost-effective, and easy way to get care for non-urgent, common health conditions like:

- Allergies
- Bladder infection
- Bronchitis
- Cold and cough
- Ear pain
- Flu
- High blood pressure
- Migraines
- Pink eye
- Rashes
- Sinus infection

With Amwell

- Receive care from a board-certified doctor or nurse practitioner
- Access behavioral health care services, including therapy and psychiatry*
- Get help for many common medical conditions

24/7 doctor access

Amwell is a virtual care clinic available to members in all states anytime, day or night. You can talk to a doctor in minutes without an appointment or long wait times. It's a great option when your primary care doctor isn't available; when you're traveling; or if you need fast, real-time, non-emergency care. Medical visits are \$67 or less, depending on your plan.

Benefits

- Save time — avoid a trip to the doctor's office and get care from the comfort of your home, work, or wherever you are.
- Get care for non-urgent medical conditions when you need it — visits are available 24/7.
- Save money — a virtual care visit typically costs less than a regular visit to the doctor's office, depending on your plan.



Behavioral health services

You can also get behavioral health care services through Amwell, including therapy and psychiatry. With virtual behavioral health care, you get the same care and attention you'd expect from an in-office visit, plus you can schedule at times that are convenient for you. Eligible services are covered under your plan as a behavioral health office visit.*

Other services

Amwell also offers other online services, but is not an in-network provider for those services. You can use those services, but you will pay the full cost.

Getting started with Amwell is easy

Enroll

Take a few minutes to create an account with Amwell:

- **Smartphone/tablet:** Download the free Amwell app from the App Store or on Google Play.
- **Computer:** Go to Amwell.com/cm.
- **Phone:** Call 1 (844) 733-3627.

Choose

Select a doctor or nurse practitioner and follow the prompts to start your visit.

Visit

The provider will review your history, answer questions, diagnose, treat you, and prescribe medication (if needed). If you need a prescription, it'll be sent to your pharmacy. The cost of your prescription will be based on your plan's prescription drug coverage.

*To check your plan's coverage for behavior health, sign in to your secure member website at Medica.com/SignIn or call the number on the back of your Medica ID card.



Telemedicine

Under the weather and need a fast doctor visit? Telemedicine gives you 24/7 access to U.S. board-certified doctors through the convenience of your phone. You and a practitioner can speak or video chat to answer questions, make a diagnosis and even prescribe some medications. This convenient and affordable option provides you on-demand access to treat many medical conditions. As always, call 911 for any emergency.

Telemedicine is provided through AmWell and can be accessed by downloading the app / calling (844)733-3627. For more information visit www.amwell.com.

Omada for Prevention (only for 50+)

Omada helps you change your habits and reduce your risk of chronic disease. With Omada, users learn how to make smart food choices, discover easy ways to boost activity, and overcome challenges that block you from getting healthier. You will receive support and resources to reach your goals, such as, an app on your smartphone, a wireless smart scale to monitor your progress, weekly online lessons to empower you, a professional health coach, and an online small group of participants to keep you engaged. If you or your adult dependents are Medica members and are at risk for type 2 diabetes or heart disease, Omada is available at no additional cost. Check if you are eligible by calling the customer service team on the back of your Medica ID card.

Ovia Health

Ovia Health apps give you on-demand, personalized support throughout your parenthood journey. They can help track your period, get pregnant, and understand your pregnancy symptoms. With Ovia Health apps, you'll even learn how to stay healthy after your baby arrives. The app includes, a personal health assessment and symptom tracking, calendars and updates, health and wellness programs, unlimited one-on-one coaching with a registered nurse, a benefits library, and return to work programs. How to get started? Download Ovia Fertility, Ovia Pregnancy, or Ovia Parenting from the App Store or Google Play. Call Customer Service at the number on the back of your Medica ID card if you have any questions.

My Health Rewards by Medica

Earn rewards for healthy behaviors with the My Health Rewards account. Medica's point-based program offers rewards for completing healthy activities. Points can be redeemed for e-gift cards, health and fitness products, or donated to a charitable cause. If you already have a My Health Rewards account, just sign in to your account on the Virgin Pulse app or at Medica.com/MyHealthRewards. If you need to create an account follow these easy steps once your plan year starts: download the free Virgin Pulse app from the App Store or Google Play, open the app and click on Create Account under the Sign in button, search for Medica on the sponsor organization list and choose Medica Health Rewards, last follow the steps to sign up and enter your name as it appears on your Medica ID card. Contact Medica.Support@VirginPulse.com or 1 (833) 450-4074 with questions.

RESOURCES

Medica Optum Emotional Wellbeing EAP

Our employee assistance program provides support and resources to help you and your family navigate life's challenges. You can access 24/7 support from trained professionals at no additional cost as part of your employee benefit plan. The program offers counseling sessions, legal consultations, financial advice, childcare and eldercare support, online resources, and assistance with issues like addiction and job search. Find Resources at [LiveAndWorkWell.com](https://www.LiveAndWorkWell.com), access code MEDICA. Confidentiality is maintained in accordance with the law, and you can reach out to specialists anytime at 1 (800) 626-7944 (TTY: 711).

Life Time Digital Fitness Program

The Life Time Digital fitness program is included at no extra cost, offering access to a wide range of on-demand and live fitness classes, meditations, and nutrition and lifestyle articles. With over 500 weekly classes led by top instructors, you can exercise anytime and anywhere through live streaming and on-demand options. The program also provides expert-designed coaching programs, guided meditation sessions, and evidence-based resources for a holistic approach to wellness. Enrollment can be done through your member account, Select **"Program + Tools"** under **"Wellness"**, under **"Life Time Digital"**, click **"Sign Up."**

Medica CallLink

Medica CallLink provides 24/7 support to address your health concerns with trusted advisors and nurses at no additional cost. You can access a wide range of services, including learning more about a diagnosis, understanding symptoms and treatment options, finding the right healthcare provider, getting information on preventive screenings and immunizations, and accessing an extensive audio library on health and wellness topics. If you have any questions or need assistance, you can reach out to an advisor or nurse anytime at 1 (800) 962-9497 (TTY: 711). Please note that Medica CallLink may not be available with all Medica plans, so it's recommended to contact Customer Service for plan-specific information.

Self-care

Self Care by AbleTo offers a range of self-care techniques, coping tools, meditations, sleep tracking, and more, all accessible at no extra cost. You can conveniently track your progress and access personalized content from your mobile device or computer, allowing you to move through the material at your own pace. The platform includes features such as daily mood tracking, mental health tools, collections for stress management, habit tracking for overall well-being, and on-demand help for stress and emotional well-being. Download the AbleTo app. For any questions, you can reach out to Member Services using the number on the back of your Medica ID card.

HEALTH SAVINGS ACCOUNT



A Health Savings Account (HSA) is a personal savings account that you own and can use to pay for qualified out-of-pocket medical expenses. Your contributions to the HSA are taken out of your paycheck and are tax-free. Once you enroll in the HSA, you'll receive a debit card to pay for qualified out-of-pocket medical expenses. Your HSA can be used to pay for your health care expenses and those of your spouse and dependents, even if they are not covered by the High Deductible Health Plan (HDHP).

How a Health Savings Account (HSA) Works



Eligibility

Anyone who is:

- Covered by a High Deductible Health Plan (HDHP);
- Not covered under another medical plan that is not an High Deductible Health Plan (HDHP);
- Not entitled to Medicare benefits; or
- Not eligible to be claimed on another person's tax return



Your Contributions

- You choose how much to contribute from each paycheck on a pretax basis.
- You can contribute up to the IRS 2025 maximum of \$4,400/individual or \$8,750/family.
- You can make an additional "catch-up" contribution of up to \$1,000 per year if you are age 55 or older.



City of Wahoo's Contribution

- \$1,000 for employee only coverage
- \$2,000 for employee + family coverage



Eligible Expenses

You can use your HSA to pay for medical, dental, vision and prescription drug expenses incurred by you and your eligible family members. *Please note: Funds available for reimbursement are limited to the balance in your HSA.*



Using Your Account

Use the debit card linked to your HSA to cover eligible expenses — or pay for expenses out of your own pocket and save your HSA dollars for future health care expenses.




Your HSA is always yours – no matter what

One of the best features of an HSA is that money left over at the end of the year remains in the account so you can use it the following year or at any time in the future. And if you leave the Company or retire, your HSA goes with you.

HEALTH SAVINGS ACCOUNT



How a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA) Work Together

Year 1 Example: You enroll in the HDHP with HSA during enrollment		Year 2 Example: You enroll in the HDHP plan again next year
You contribute \$3,550 for a total of \$3,550		\$2,850 rolls over from last year and you contribute \$3,550 for a total of \$6,400
You use the HSA to pay \$700 of eligible expenses		You use the HSA to pay \$1,250 of eligible expenses
You have \$2,850 in the HSA to roll over to next year!		You have \$5,150 in the HSA to roll over to next year!

The Triple Tax Advantage

HSAs offer three significant tax advantages:

1. You can use your HSA funds to cover qualified medical expenses, including dental and vision expenses — tax-free.
2. Unused funds grow and can earn interest over time — tax-free.
3. You can save your HSA dollars to use for your health care when you leave City of Wahoo or retire — tax-free.

If you want to pay less per paycheck for health care coverage and save tax-free money for future medical expenses, consider enrolling in the HDHP with HSA.

PRINCIPAL ER PAID DENTAL



Taking care of your oral health is not a luxury; it is necessary for optimal long-term health. With a focus on prevention, early diagnosis and treatment, dental coverage can greatly reduce the cost of restorative and emergency procedures. Preventive services at in-network providers are generally covered at no cost to you and include routine exams and cleanings. You pay a small deductible and coinsurance for basic and major services.

You may enroll yourself and your eligible dependents — or you may waive dental coverage. You do not have to be enrolled in medical coverage to elect a dental plan.

City of Wahoo offers dental coverage through Principal. For information on finding a dental provider, visit www.principal.com and click on Find a Provider.

Before You Enroll

Consider this:

1. Most in-network preventive cleanings and exams are covered at 100%.
2. You may receive dental care in- or out-of-network. However, when you go out of network, the provider can charge more and the plan will only reimburse up to the reasonable and customary rates.

PRINCIPAL ER PAID DENTAL



This table summarizes the key features of the dental plan. Please refer to the official plan documents for additional information on coverage and exclusions.

	Principal	
	Principal Dental	
	In-Network	Out-of-Network
Coverage Effective:1/1/2026		
2024 Deductible		
Individual Family (3 x Max for Family)	\$25 \$75	
2024 Benefit Maximum		
Per Individual	\$1,000 per individual (Basic and Major Services combined)	
You pay		
Preventive Care		
Exams, Cleanings, X-rays, Fluoride Treatments	0%	20%
Basic Services		
Fillings, Space Maintainers, Sealants, Extractions, Oral Surgery, Endodontics, Periodontics, Emergency Exams	20%	20%
Major Services		
Crowns, Inlays/Outlays, Dentures and Bridgework, Repairs, Emergency Exams	20%	20%
Orthodontia		
Adults-Lifetime Maximum	N/A	
Children (up to 19th birthday) -Lifetime Maximum		
Dental Monthly Payroll Deduction		
Employee Only	\$0.00	
Employee + One Dependent	\$8.52	
Employee + Family	\$19.08	

PRINCIPAL VOLUNTARY VISION



Healthy eyes and clear vision are an important part of your overall health and quality of life. You may enroll yourself and your eligible dependents — or you may waive vision coverage. You do not have to be enrolled in medical coverage to elect a vision plan.

This table summarizes the key features of the vision plan. Please refer to the official plan documents for additional information on coverage and exclusions.

City of Wahoo offers vision coverage through Principal. For information on finding a vision provider, visit www.vsp.com and click on Find a Provider.

Coverage Effective:1/1/2026	Principal	
	In-Network	Out-of-Network
	You pay	You will be reimbursed
Cost		
Exam	\$10 Copay	Up to \$45
Materials	\$25 Copay	See Below
Covered Services - Lenses		
Single Lenses	\$25 Copay	Up to \$30
Bifocals	\$25 Copay	Up to \$50
Trifocals	\$25 Copay	Up to \$65
Frames	Covered up to \$150;20% discount over allowance	Up to \$70
Covered Services - Contacts in lieu of Frames/Lenses		
Contacts - Medically Necessary	\$25 Copay	Up to \$210
Contacts - Elective	Covered up to \$150	Up to \$105
Contact Fitting & Evaluation	Up to \$60 Copay	-
Benefit Frequency		
Exams	Once every 12 Months	
Lenses	Once every 12 Months	
Frames	Once every 12 Months	
Contacts	Once every 12 Months	
Vision Monthly Payroll Deductions		
Employee Only	\$7.42	
Employee + Spouse	\$16.25	
Employee + Child(ren)	\$17.32	
Employee + Family	\$28.14	

PRINCIPAL LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)



Life insurance, provided by carrier, pays a lump-sum benefit to your beneficiaries to help meet expenses in the event you pass away. Accidental death and dismemberment (AD&D) insurance pays a benefit if you die or suffer certain serious injuries as the result of a covered accident. In the case of a covered accidental injury (such as loss of sight or the loss of a limb), the benefit you receive is a percentage of the total AD&D coverage you elected based on the severity of the accidental injury.

Life / AD&D Insurance - For You

	Employee	Spouse	Child(ren) up to age 26
Coverage Amount	\$25,000.	\$10,000 (not exceed 50% of EE benefit)	Up to 6 months: \$1,000 6+months: \$5,000 (not exceed 50% of EE benefit)
Evidence of Insurability / Proof of Good Health	Not required.	Not required.	Not required.
Age Reduction Schedule	Benefits reduce by 35% at age 65 with an additional 15% at age 70.	Not required.	Not required.

Remember to designate a beneficiary during enrollment. If you have had a recent life event, you may want to update your beneficiaries on file. Have you recently got married, had a baby, or been divorced?

Imputed Income

Under current tax laws, imputed income is the value of your basic life insurance that exceeds \$50,000 and is subject to federal income, Social Security and state income taxes, if applicable. This imputed income amount will be included in your paycheck and shown on your W-2 statement.

PRINCIPAL VOLUNTARY LIFE AND AD&D



Voluntary life and AD&D insurance allow you to tailor coverage for your individual needs and provide financial protection for your beneficiaries in the event of your death or accidental serious injury. Voluntary life insurance for you and your dependents, also provided by Principal, can help protect your family during difficult times.

Voluntary Life / AD&D Insurance - For You and Your Dependents

	Employee	Spouse	Child(ren) up to age 26
Coverage Amount	Min of \$10,000. Increments of \$10,000 up to \$300,000	Min of \$5,000. Increments of \$5,000 up to \$100,000 – not to exceed 50% of Employee coverage.	Options for children 14 days to 6 months: \$5,000, \$10,000, \$15,000, \$20,000, \$25,000 \$1,000 for children under 14 days.
Guaranteed Issue	Under 70: \$100,000 70 or older: \$10,000	Under 70: \$25,000 70 or older: \$10,000	Not required.
Evidence of Insurability/ Proof of Good Health	Required if electing coverage over the Guaranteed Issue amount.	Required if electing coverage over the Guaranteed Issue amount.	Not required.

Before You Enroll

Consider this:

1. Typically, the right amount of coverage will depend on your age, your family situation, and any personal savings you may have.
2. Your Spouse and Dependent are eligible for 50% of the amount of coverage you apply for.
3. It's important to understand any EOI rules that apply. If you enroll when you first become eligible, Voluntary Term Life Insurance for you and your spouse is guaranteed up to the amounts shown in the table. If you initially waive this coverage but want to enroll at a later date, you will need to provide satisfactory EOI before any coverage can take effect.
4. At Open Enrollment you are eligible for a 1-2 increment increase (or initial coverage) without an EOI.
5. Think about who you want to designate as beneficiaries and make sure to name them as beneficiaries on your policy.

PRINCIPAL DISABILITY



Disability insurance can help you remain financially stable by providing a portion of your income if you become disabled and are unable to work. These benefits are provided through Principal.

Long-Term Disability Benefits at a Glance

Monthly Benefit	50% of monthly earnings
Monthly Maximum	\$3,000 per month
Benefit Duration	SSNRA(refer to the benefit summary for details)
Elimination Period	180 days
Pre-Existing Limitation	3/6/12*

**Benefits may not be paid for any condition treated within three months prior to your effective date until you have been covered under this plan for 12 months.*

Pre-Existing Conditions

A pre-existing condition is an injury or illness for which you have received advice or treatment from a doctor within three months of the effective date of your insurance plan.

ADDITIONAL BENEFITS



Employee Assistance Program

City of Wahoo also provides you access to the Employee Assistance Program (EAP) at no cost. This program, available through Principal, provides professional, confidential telephonic or face-to-face counseling services to you and your loved ones. The EAP can help you resolve personal issues and problems before they affect your health, relationships and work performance.

This program is available 24 hours a day, 365 days a year for confidential assistance and referral services with items such as:

- Managing stress
- Marital or family problems
- Anxiety and depression
- Substance abuse (alcohol and/or drugs)
- Financial issues
- Child care issues — including identifying schools, daycare, tutors, and more
- Aging parents

It's important to note that all EAP conversations are voluntary and strictly confidential. If you and your counselor determine that additional assistance is needed, you'll be referred to the most appropriate and affordable resource available. Although you're responsible for the cost of referrals, these costs are often covered under your medical plan.

Will Prep Services and Identity Theft Assistance

This voluntary free services gives you access to set up the proper documents for a Will, Healthcare power of attorney, Durable power of attorney, Living will, Medical Treatment authorization for minors. It also offers tools to help organize your personal and financial information as well as funeral arrangements and provides resources for Estate Planning. There is an online Identity Theft Prevention Kit as well as information to assist you in recovering from identity theft.

For more information about this benefit, provided by ARAG Wills, visit www.aragwills.com/principal.

Travel Assistance Program

If you're looking for peace of mind while traveling, consider the voluntary travel assistance program. It offers toll-free emergency assistance to you, your spouse and your dependents 24 hours a day, seven days a week when you're traveling 100 miles or more from your primary home for 120 executive days or less. For more information about this benefit, provided by AXA Assistance, visit www.principal.com/travelassistance.



Employee Assistance Program



Improving productivity and helping employees bounce back

The Medica® Optum® Employee Assistance Program (EAP) helps with challenges affecting your employees or workplace. Master's-level specialists are available 24/7 to help your employees and their families with many kinds of personal concerns. Management consultants can help you handle workplace challenges — from job performance to regulatory compliance. Calls with EAP specialists are kept private, as allowed by law.

Your employees can get:

- Five counseling sessions per issue per year covered at 100%
- A large collection of digital resources to help with everyday work and life challenges. Visit [LiveAndWorkWell.com](https://www.LiveAndWorkWell.com) and enter the access code "Medica"
- Legal and mediation services, including a 30-minute legal consultation at no cost and a 25% discount if they hire an attorney
- Community resources
- Financial advisor support
- Parenting, child care, and eldercare services
- Support with starting a new job, returning to work, or retirement

Your human resources leaders, managers, and supervisors can get:

- Management consultation, including unlimited access to management specialists on topics like work performance, managing difficult situations, and coaching employees
- Support for managers referring employees to their EAP for issues with safety regulations or as part of performance remediation plans
- Employee training to support your goals for employee health, well-being, and engagement
- Critical incident response service (CIRS) for fast, useful, and sensitive responses to employee deaths, reductions in staff, closings, natural disasters, and other crises
- 150 onsite hours for employee training and CIRS combined

ADDITIONAL BENEFITS



The EAP can help make your organization stronger, more engaged, and more productive. Among members and employers, the EAP has shown that:

- 81% of issues resolved without the use of behavioral health benefits, which helps reduce costs
- 96% manager satisfaction with management consultations for workplace issues
- 94% satisfaction with critical incident response
- 29% reduction in days absent from work
- 40% fewer days affected by presenteeism (showing up for work even if you're sick, injured, etc.)

Note: Based on 2022 national Optum data.



Have questions? We're here to help.

Request employee training at [Medica.com/EAPTraining](https://www.Medica.com/EAPTraining).

For management consultation, critical incident response services, and other employee concerns, call the EAP 24/7 at **1 (800) 626-7944**.

IMPORTANT CONTACTS



Coverage	Administrator	Contact	
Human Resources	Buffy Baker	402-443-3222	baker@wahoo.ne.us
MMA Service Center	Jan Kirkner	402-941-1934	Jan.Kirkner@MarshMMA.com
Telemedicine	AmWell	844-733-3627	www.Amwell.com
Medical	Medica	800-952-3455	www.Mymedica.com
Dental	Principal	800-247-4695	https://www.principal.com
Vision	VSP	800-877-7195	www.vsp.com
Life and AD&D	Principal	800-245-1522	https://www.principal.com
Voluntary Life Insurance			
Disability Insurance			
Employee Assistance Program	Magellan Healthcare, Inc	800-450-1327	www.magellanhealthcare.com
Will Prep Services and Identity Theft Assistance	ARAG Wills	800-546-3718	www.aragwills.com/principal
Travel Assistance Program	AXA Assistance	888-647-2611	www.principal.com/travelassistance



Allowed Amount: Maximum amount on which payment is based for covered health care services. This may be called “eligible expense,” “payment allowance” or “negotiated rate.”

If your provider charges more than the allowed amount, you may have to pay the difference. (See Balance Billing.)

Annual Maximum Benefit: A cap on the benefits your insurance company will pay in a year while you’re enrolled in a particular benefit plan. After an annual limit is reached, you must pay all associated health care costs for the rest of the year.

Balance Billing: When a provider bills you for the difference between the provider’s charge and the allowed amount. For example, if the provider’s charge is \$100 and the allowed amount is \$70, the provider may bill you for the remaining \$30. A provider who balance bills is typically known as an out-of-network provider. An in-network provider cannot balance bill you for covered services.

Coinsurance: The percentage of costs of a covered health care service you pay (20%, for example) after you’ve paid your deductible.

Copayment (copay): A fixed amount (\$20, for example) you pay for a covered health care service after you’ve paid your deductible. Copays can vary for different services within the same plan, like drugs, lab tests, and visits to specialists.

Deductible: The amount you pay for covered health care services before your insurance plan starts to pay. With a \$2,000 deductible, for example, you pay the first \$2,000 of covered services yourself. After you pay your deductible, you usually pay only a copayment or coinsurance for covered services. Your insurance company pays the rest. Your deductible starts over each plan year.

Guarantee Issue Amount: The amount of coverage you can be automatically approved for. If you apply for more coverage than the guarantee issue amount, you will have to complete an Evidence of Insurability form, and be approved for your coverage amount. Usually only available at your first enrollment opportunity.

In-Network: Providers who contract with your insurance carrier. In-network coinsurance and copayments usually cost you less than out-of-network providers.

Out-of-Network: Providers who don’t contract with your insurance carrier. Out-of-network coinsurance and copayments usually costs you more than in-network coinsurance. In addition, you may be responsible for anything above the allowed amount. (See Balance Billing.)

Out-of-Pocket Maximum: The most you have to pay for covered services in a plan year. After you spend this amount on deductibles, copayments, and coinsurance, your plan pays 100% of the costs of covered benefits. The out-of-pocket limit doesn’t include your monthly premiums. It also doesn’t include anything you may spend for services your plan doesn’t cover.

Prescription Drug Formulary: A list of prescription drugs covered by a prescription drug plan. Also called a drug list.

Prior Authorization: Approval from a health plan that may be required before you get a service or fill a prescription in order for the service or prescription to be covered by your plan.

Preventive Care: Routine health care that includes screenings, check-ups, and patient counseling to prevent illnesses, disease, or other health problems.

NOTES



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MARSH & McLENNAN
AGENCY

ORDINANCE NO. 9999

An ordinance to amend Chapter 27 of Grand Island City Code; to add Article VI “Construction Alternatives” to include sections 27-64 thru 27-76; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Article VI Sections 27-64 thru 27-76 of the Grand Island City Code are hereby added to read as follows:

**CHAPTER 27 PROCUREMENT
ARTICLE VI CONSTRUCTION ALTERNATIVES**

27-64 Purpose

The purpose of this Article is to authorize the City of Grand Island to enter into a design-build contract which is subject to qualification-based selection or a construction management at risk contract for a City project if the City adheres to the procedures set forth in the Nebraska Political Subdivisions Construction Alternatives Act and this Article.

27-65 Definitions

For purposes of this Article:

Construction Management at Risk Contract. A contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the City, (b) acts as a construction consultant to the City during the design development phase of the project when the City’s architect or engineer designs the project, and (c) is the builder during the construction phase of the project.

Construction Manager. The legal entity which proposes to enter into a construction management at risk contract pursuant to this Article.

Design-build Contract. A contract which is subject to qualification-based selection between the City and a design-builder to furnish (a) architectural, engineering, and related design services for a project pursuant to this Article and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to this Article.

Design-builder. The legal entity which proposes to enter into a design-build contract which is subject to qualification-based selection pursuant to this Article.

Letter of Interest. A statement indicating interest to enter into a design-build contract or a construction management at risk contract for a project pursuant to this Article.

ORDINANCE NO. 9999 (Cont.)

Performance-criteria Developer. Any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Engineers and Architects Regulation Act of the State of Nebraska who is selected by the City to assist the City in the development of project performance criteria, requests for proposals, evaluation of proposals, evaluation of the construction under a design-build contract to determine adherence to the performance criteria, and any additional services requested by the City to represent its interest in relation to a project.

Project Performance Criteria. The performance requirements of the project suitable to allow the design-builder to make a proposal. Performance requirements include the following, if required by the project: Capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

Qualification-based Selection Process. A process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project.

Request for Letters of Interest. The documentation or publication by which the City solicits letters of interest.

Request for Proposals. The documentation by which the City solicits proposals.

27-66 Contracts authorized; City Council; resolution required

- A. Notwithstanding the procedures for public lettings in Neb. Rev. Stat. §§73-101 to 73-106 or any other statute or City Code relating to the letting of bids by the City, the City may solicit and execute a design-build contract or a construction management at risk contract.
- B. The City Council for the City shall adopt a resolution selecting the design-build contract or construction management at risk contract delivery system provided under this Article prior to proceeding with the provisions of this Article. The resolution shall require the affirmative vote of at least two-thirds of the City Council of the City. For a project authorized under subsection (B) of section 27-76, the resolution shall include a statement that the City has made a determination that the design-build contract or construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria:
 1. Savings in cost or time; or
 2. Requirement of specialized or complex construction methods suitable for the design-build contract or construction management at risk contract delivery system.

ORDINANCE NO. 9999 (Cont.)

27-67 Policies; requirements

All design-build contracts or construction management at risk contracts shall include the following:

- A. Procedures for selecting and hiring on its behalf a performance-criteria developer when soliciting and executing a design-build contract. The procedures shall be consistent with the Nebraska Consultants' Competitive Negotiation Act and shall provide that the performance-criteria developer:
 - 1. Is ineligible to be included as a provider of any services in a proposal for the project on which it has acted as a performance-criteria developer; and
 - 2. Is not employed by or does not have a financial or other interest in a design-builder or construction manager who will submit a proposal;
- B. Procedures for the preparation and content of requests for proposals;
- C. Procedures and standards to be used to prequalify design-builders and construction managers. The procedures and standards shall provide that the City will evaluate prospective design builders and construction managers based on the information submitted to the City in response to a request for letters of interest and will select design-builders or construction managers who are prequalified and consequently eligible to respond to the request for proposals;
- D. Procedures for preparing and submitting proposals;
- E. Procedures for evaluating proposals in accordance with sections 27-70, 27-72 and 27-73
- F. Procedures for negotiations between the City and the design-builders or construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated;
- G. Procedures for filing and acting on formal protest relating to the solicitation or execution of design-build contracts or construction management at risk contracts; and
- H. Procedures for the evaluation of construction under a design-build contract by the performance-criteria developer to determine adherence to the performance criteria.

27-68 Letters of interest; requirements

- A. The City shall prepare a request for letters of interest for design-build proposals and shall prequalify design-builders in accordance with this section. The request for letters of interest shall describe the project in sufficient detail to permit a design-builder to submit a letter of interest.
- B. The request for letters of interest shall be (a) published in a newspaper of general circulation within the City at least thirty (30) days prior to the deadline for receiving letters of interest and (b) sent by first-class mail to any design-builder upon request.
- C. Letters of interest shall be reviewed by the City in consultation with the performance-criteria developer. The City shall select prospective design-builders in accordance with the procedures and standards adopted by the City 27-67. The City shall select at least three (3) prospective design-builders, except that if only two (2) design-builders have submitted

ORDINANCE NO. 9999 (Cont.)

letters of interest, the City shall select at least two (2) prospective design-builders. The selected design-builders shall then be considered prequalified and eligible to receive requests for proposals. If only one letter of interest is received, the City shall re-issue the request for letters of interest.

27-69 Design-build contract; request for proposals; requirements

The City shall prepare a request for proposals for each design-build contract in accordance with this section. Notice of the request for proposals shall be published in a newspaper of general circulation within the City at least thirty (30) days prior to the deadline for receiving and opening proposals. The request for proposals shall contain, at a minimum, the following elements:

- A. The identity of the City for which the project will be built and execute the design-build contract;
- B. Policies adopted by the City in accordance with section 27-67;
- C. The proposed terms and conditions of the design-build contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the design-builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. A project statement which contains information about the scope and nature of the project;
- E. Project performance criteria;
- F. Budget parameters for the project;
- G. Any bonds and insurance required by law or as may be additionally required by the City;
- H. The criteria for evaluation of proposals and the relative weight of each criterion;
- I. A requirement that the design-builder provide a written statement of the design-builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the design-builder agree to the following conditions:
 - a. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - b. At the time of the design-build offering, the design-builder will furnish to the governing body of the political subdivision a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - c. The architect or engineer engaged by the design-builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the design-builder prior to

ORDINANCE NO. 9999 (Cont.)

the completion of the project without the written consent of the governing body of the political subdivision;

- d. A design-builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (i) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (ii) submit proof of sufficient professional liability insurance; and
 - e. The rendering of architectural or engineering services by a licensed architect or engineer employed by the design-builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act; and
- K. Other information which the City chooses to require.

27-70 Design-build contract; evaluation of proposals; requirements; negotiations

- A. The City shall evaluate proposals for a design-build contract in accordance with this section.
- B. The request for proposals shall be sent only to the prequalified design-builders selected pursuant to 27-68.
- C. Design-builders shall submit proposals as required by the request for proposals. The City may only proceed to negotiate and enter into a design-build contract if there are at least two (2) proposals from prequalified design-builders.
- D. Proposals shall be sealed and shall not be opened until expiration of the time established for making proposals as set forth in the request for proposals.
- E. Proposals may be withdrawn at any time prior to acceptance. The City shall have the right to reject any and all proposals except for the purpose of evading the provisions and policies of the Political Subdivisions Construction Alternatives Act and this Article. The City may thereafter solicit new proposals using the same or different project performance criteria.
- F. The City shall rank in order of preference the design-builders pursuant to the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to section 27-73.
- G. The City may attempt to negotiate a design-build contract with the highest ranked design-builder selected by the City and may enter into a design-build contract after negotiations. The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor. If the City is unable to negotiate a satisfactory design-build contract with the highest ranked design-builder, the City may terminate negotiations with that design-builder. The City may then undertake negotiations with the second highest ranked design-builder and may enter into a design-build contract after negotiations. If the City is unable to negotiate a satisfactory contract with the second highest ranked design-builder, the City may undertake negotiations with the third highest ranked design-builder, if any and may enter into a design-build contract after negotiations.

ORDINANCE NO. 9999 (Cont.)

- H. If the City is unable to negotiate a satisfactory contract with any of the ranked design-builders, the City may either revise the request for proposals and solicit new proposals or cancel the design-build process under the Act and this Article.

27-71 Construction management at risk contract; request for proposals; requirements

The City shall prepare a request for proposals for each construction management at risk contract in accordance with this section. The notice for the request for proposals shall be published in a newspaper of general circulation in the City at least thirty (30) days prior to the deadline for receiving and opening proposals. The request for proposals shall contain, at a minimum, the following elements:

- A. The identity of the City for which the project will be built and that will execute the contract;
- B. Policies adopted by the City in accordance with section 27-67;
- C. The proposed terms and conditions of the contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. Any bonds and insurance required by law or as may be additionally required by the City;
- E. General information about the project which will assist the City in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
- F. The criteria for evaluation of proposals and the relative weight of each criterion; and
- G. A description of any other information which the City chooses to require.

27-72 Construction management at risk contract; evaluation of proposals; requirements; negotiations

- A. The City shall evaluate proposals for a construction management at risk contract in accordance with this section.
- B. The City shall evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee pursuant to section 27-73.
- C. The City shall attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor. If the political subdivision is unable to negotiate a satisfactory contract with the highest ranked construction manager, the City may terminate negotiations with the construction manager. The City may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations. If the political subdivision is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the City may undertake negotiations with the third

ORDINANCE NO. 9999 (Cont.)

highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.

- D. If the City is unable to negotiate a satisfactory contract with any of the ranked construction managers, the City may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the Political Subdivisions Construction Alternatives Act and this Article.

27-73 Contract proposals; evaluation; selection committee; duties

- A. In evaluating proposals in accordance with sections 27-70 and 27-72, the City shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five (5) persons designated by the City. Members of the selection committee shall include (a) members of the City Council, (b) members of the administration or staff of the City, (c) the performance-criteria developer when evaluating proposals from design-builders under section 27-70 or the City's architect or engineer when evaluating proposals from construction managers under section 27-72, (d) any person having special expertise relevant to selection of a design-builder or construction manager under the Political Subdivisions Construction Alternatives Act and this Article, and (e) a resident of the City other than an individual included in subdivisions (a) through (d) of his subsection. A member of the selection committee designated under subdivision (d) or (e) of this subsection shall not be employed by or have a financial or other interest in a design-builder or construction manager who has a proposal being evaluated and shall not be employed by the City or the performance-criteria developer.
- B. The selection committee and the City shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (a) through (g) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
1. The financial resources of the design-builder or construction manager to complete the project, ten (10) percent;
 2. The ability of the proposed personnel of the design-builder or construction manager to perform, thirty (30) percent;
 3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder or construction manager, thirty (30) percent;
 4. The quality of performance on previous projects, thirty (30) percent;
 5. The ability of the design-builder or construction manager to perform within the time specified, thirty (30) percent;
 6. The previous and existing compliance of the design-builder or construction manager with law relating to the contract, ten (10) percent; and
 7. Such other information as may be secured having a bearing on the selection, twenty (20) percent.

ORDINANCE NO. 9999 (Cont.)

- C. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of Neb. Rev. Stat. §84-712.01.

27-74 Contracts; refinements; changes authorized

A design-build contract and a construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the political subdivision in agreement with the design-builder or construction manager to make changes in the project without invalidating the contract. Later refinements under this section shall not exceed the scope of the project statement contained in the request for proposals pursuant to section 27-69 or 27-71.

27-75 Act; bonding or insurance requirements

Nothing in the Political Subdivisions Construction Alternatives Act or this Article shall limit or reduce statutory or regulatory requirements regarding bonding or insurance.

27-76 Road, street, or highway construction projects excluded; water, wastewater, utility, or sewer construction projects permitted

- A. The City shall not use a design-build contract or construction management at risk contract under the Political Subdivisions Construction Alternatives Act or this Article for a project, in whole or in part, for road, street, or highway construction.
- B. The City may use a design-build contract or construction management at risk contract under the Political Subdivisions Construction Alternatives Act or this Article for a project, in whole or in part, for water, wastewater, utility, or sewer construction.
- C. Any City project using Federal funding shall not use a design-build contract or a construction management at risk contract in whole or in part.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Enacted: November 5, 2024.

ORDINANCE NO. 9999 (Cont.)

Roger G. Steele, Mayor

Attest:

Jill Granere, City Clerk



CUSTOMER NAME:	Saunders County, NE
ATTN:	Rhonda Andresen
CUSTOMER ADDRESS:	433 N. Chestnut Wahoo, Nebraska 68066
CUSTOMER PHONE:	(402) 443-5603
CUSTOMER E-MAIL:	randresen@saunderscounty.ne.gov

CUSTOMER NAME:	City of Wahoo, NE
ATTN:	Melissa Harrell
CUSTOMER ADDRESS:	605 N. Broadway Wahoo, Nebraska 68066
CUSTOMER PHONE:	(402) 443-3222
CUSTOMER E-MAIL:	harrell@wahoo.ne.us

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between the Customers identified above (referred to both individually and collectively as “Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with a place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). Customer and EagleView may be referred to individually as “Party” and, collectively, as “Parties.” EagleView will provide the Products and Services in accordance with and subject to the conditions of this Agreement during the applicable Term.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “Account” means an account created for each Customer by EagleView for the purpose of providing access to the Products and Services.

1.2. “Activation” means the point in time when Customer has access to an Account and the Products and Services are available to Customer.

1.3. “Authorized User” means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Products and Services; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer, so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Products and Services and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access.

1.4. “Confidential Information” means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Products and Services including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work, as applicable, and related pricing, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information will not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.



1.5. “Documentation” means the materials describing the features and functions of the Products and Services as may be updated from time to time by EagleView.

1.6. “Fee” means the fees charged by EagleView for the Products and Services as identified in an Order Form or an invoice issued by EagleView.

1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order signed and dated by the Parties describing the Products and Services purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form will prevail; provided that notwithstanding anything to the contrary, no Order Form shall exist or be effective except to the extent it is governed by this Agreement.

1.10. “Products and Services” means EagleView’s proprietary products, services and content, whether or not identified in an Order Form, developed and owned or licensed by EagleView, its Affiliates (defined as its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView), and/or their licensors.

2. ACCESS AND USE OF THE PRODUCTS AND SERVICES

2.1. Access to the Products and Services. Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Products and Services identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to Products and Services is set forth in an Order Form, the right to access and use the Products and Services for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary administrator Account for managing and granting access to its Authorized Users. Customer will be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Products and Services is subject to the following conditions:

2.2.1. Customer will not access the Products and Services or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Products and Services.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Products and Services, (b) modify, disassemble, decompile, reverse engineer, or translate any portion of the software related to the Products and Services; (c) create derivative works from the Products and Services; (d) use the Products and Services in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Products and Services; (f) cause harm in any way to the Products and Services or cause Malware to harm the Products and Services; (g) work around the Products and Services’ technical limitations; (h) remove any proprietary notices from the Products and Services, software related to the Products and Services, documentation or any other EagleView materials furnished or made available hereunder; (i) access the software related to the Products and Services in order to build a competitive product or service; or (j) copy any features, functions or graphics of the software related to the Products and Services.



2.2.3. Customer will not use the Products and Services in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Products and Services, or any software or documentation related to the Products and Services, in violation of export control laws and regulations.

2.2.4. Customer and its Authorized Users shall only use the Products and Services for the use and purpose set out in this Agreement, and for no other purpose.

2.2.5. EagleView may suspend the Products and Services if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Products and Services from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, then Customer must promptly suspend any relevant access and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer will preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer will not assert any implied or other rights in or to any of EagleView's Intellectual Property Rights or Products and Services. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on its use of the Products and Services ("Feedback"). Customer agrees that EagleView will have all right, title, and interest to use such Feedback without any restrictions and without any payment or other compensation to Customer.

3. PAYMENT

3.1. Fees. Customer will pay the Fees within thirty (30) days of receipt of invoice. Customer is responsible for payment of all Fees on a joint and several basis. EagleView will have the right to assess a late payment charge on any overdue amounts equal to the lesser of: (i) one and one-half percent (1.5%) per month, or (ii) the maximum rate allowed by applicable law. Additional or different payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Products and Services ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary in the Order Form. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer will be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees from any Customer are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Products and Services for all Customers under this Agreement until such amounts are paid in full, provided that, EagleView will give Customers at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. If any Order Form is subject to renewal or extension, automatic or otherwise, EagleView may adjust the pricing for any Products and Services upon any renewal or extension of an Order Form by providing notice thereof at least ninety (90) days prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Products and Services ("Taxes"). Customer is responsible on a joint and several basis for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.



4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and will remain in effect for so long as there exists an open Order Form and for a period of twelve (12) months thereafter (“Term”). After expiration or early termination, Customer will not have any access to content or any Products and Services.

4.2. Termination; Suspension. EagleView or any Customer may terminate this Agreement or any Order Form upon written notice to the other Parties: (i) if in the case of a Customer terminating, EagleView materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice; (ii) if in the case of EagleView terminating, any Customer materially breaches this Agreement or any Order Form and fails to cure such breach within thirty (30) days of delivery of written notice to each Customer of the such breach; or (iii) if EagleView or any Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend access to the Products and Services in the event any Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days’ written notice to each Customer of such breach. In the event of suspension due to a Customer’s material breach of this Agreement, Customer will remain joint and severally liable for all Fees applicable to the Term that would have been paid had access to the Products and Services not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees will be made, or (b) where Customer, at the time of termination, is accessing on-line imagery and data access and/or software related to any Products and Services, EagleView will refund any unused prorated, prepaid fees for the Products and Services.

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by any Customer or due to section 4.2 (ii) applying, Customer will be responsible for all Fees and Taxes under any current Order Form(s) on a joint and several basis.

4.5. Survival. Upon any expiration or termination of any Order Form or this Agreement, the following sections will survive with respect thereto: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party’s Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party’s Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order, Freedom of Information Act request, or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 will be restricted to include the least amount of Confidential Information necessary to comply with the law or order. All costs incurred by the Recipient in connection with complying with such order will be paid solely by the Recipient.

6. WARRANTIES

6.1. Mutual Warranties. EagleView and each Customer represents and warrants to the other Parties that: (i) it is an organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and



assets; and (ii) the individual signing this Master Services Agreement and any Order Forms has the requisite authority to bind the party to this Agreement and the Order Form, respectively.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Products and Services with commercially reasonable care and skill; and (ii) the Products and Services will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Products and Services infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView; provided, however, that Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Products and Services in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Products and Services are held or is believed by EagleView to infringe or misappropriate any Intellectual Property Rights of a third party, EagleView will have the option, at its expense, to: (i) replace the Products and Service with a non-infringing equivalent, (ii) modify the Products and Services to be non-infringing, (iii) obtain for Customer a license to continue using the Products and Services; or (iv) terminate this Agreement or any relevant Order Form and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL,



CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER EAGLEVIEW OR ANY CUSTOMER INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) WILL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM. WITH RESPECT TO EAGLEVIEW, THIS AGGREGATE LIMIT WILL APPLY TO ALL CUSTOMER CLAIMS ON A COLLECTIVE BASIS AND NOT AS A SEPARATE LIMIT FOR EACH INDIVIDUAL CUSTOMER CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Products and Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access, use, export, reexport, or transfer, directly or indirectly, any Products and Services or content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. No Party will have the power or authority to control the activities or operations of the other. At all times, the status of the Parties will be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations, each Party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other Party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming Party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and providing reports that provide Customer with generally available information relating to EagleView's information security practices. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. No Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Parties' prior written consent (not to be unreasonably withheld); provided, however, any Party may assign this Agreement in its entirety (including all Order Forms), without the other Parties' consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of



its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the state the Customer is located in without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, disputes and litigation arising out of or in connection with this Agreement will be brought solely in the state or federal courts located in the jurisdiction in which the Customer is based.

9.8. Severability & Waiver. The failure of any Party to exercise any right or the waiver by any Party of any breach, will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions will remain in full force and effect.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView will be provided to the address listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer will be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and will be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, certified or registered mail, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, support plan, or other similar provisions, such notices will be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance will be binding upon the Parties executing this Agreement.

9.11. Order of Precedence. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

9.12. Entire Agreement. This Agreement, along with the Order Form(s), and any attached exhibits, which are all incorporated into this Agreement by reference, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement.

[Signature page follows]



CUSTOMER	EAGLEVIEW
SAUNDERS COUNTY, NE	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:

CUSTOMER
CITY OF WAHOO, NE
SIGNATURE:
NAME:
TITLE:
EXECUTION DATE:



EXHIBIT A
AGREEMENT NON-STANDARD TERMS AND CONDITIONS

The terms and conditions of this Exhibit A include all mutually agreed upon changes to the terms and conditions of this Agreement. In the event of any conflict, or inconsistency among the terms and conditions contained in documents comprising the Agreement, such conflict or inconsistency shall be resolved according to the following order of precedence, with the first document listed having the highest precedence: any exhibits in the order of their attachment (for example, Exhibit A, then Exhibit B, etc.), the Order Form, and this Agreement.

Not applicable to this Agreement.

[Remainder of page intentionally left blank]



ORDER FORM

CUSTOMER NAME:	Saunders County, NE
ORDER FORM TERM (DURATION):	6 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE:	
<p>This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and Dewitt County, IL.</p>	

ORDER #
LC-10014568

BILL TO
Saunders County, NE
Rhonda Andresen
433 N. Chestnut
Wahoo, Nebraska 68066
(402) 443-5603
randresen@saunderscounty.ne.gov

SHIP TO
Saunders County, NE
Rhonda Andresen
433 N. Chestnut
Wahoo, Nebraska 68066
(402) 443-5603
randresen@saunderscounty.ne.gov

BILL TO
City of Wahoo, NE
Melissa Harrell
605 N. Broadway
Wahoo, Nebraska 68066
(402) 443-3222
harrell@wahoo.ne.us

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1250561	Ryan Poots	Biennial

REFRESH 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.



1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
757	EagleView Cloud - Imagery - 6in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
35	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
13,000	EagleView Cloud - ChangeFinder	<p>Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <p><i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2023 Source Two: Pictometry Imagery Source Two Year: 2026 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:</p>



9	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

REFRESH 2

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
757	EagleView Cloud - Imagery - 6in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
9	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.



35	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
13,000	EagleView Cloud - ChangeFinder	<p>Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <p><i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2026 Source Two: Pictometry Imagery Source Two Year: 2029 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:</p>

REFRESH 3		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
757	EagleView Cloud - Imagery - 6in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
9	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.



1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Physical Delivery - Combined Orthomosaic	Provides a single combined orthomosaic from multiple capture GSDs with the best GSD preferred. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
35	EagleView Cloud - Imagery - 3in	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
13,000	EagleView Cloud - ChangeFinder	<p>Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <p><i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2026 Source Two: Pictometry Imagery Source Two Year: 2029 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:</p>



FEES

Refresh 1

Year 1

Saunders County, NE: \$44,310.00

City of Wahoo, NE: \$2,650.00

Year 2

Saunders County, NE: \$44,310.00

City of Wahoo, NE: \$2,650.00

Refresh 2

Year 1

Saunders County, NE: \$44,310.00

City of Wahoo, NE: \$2,650.00

Year 2

Saunders County, NE: \$44,310.00

City of Wahoo, NE: \$2,650.00

Refresh 3

Year 1

Saunders County, NE: \$44,310.00

City of Wahoo, NE: \$2,650.00

Year 2

Saunders County, NE: \$44,310.00

City of Wahoo, NE: \$2,650.00

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

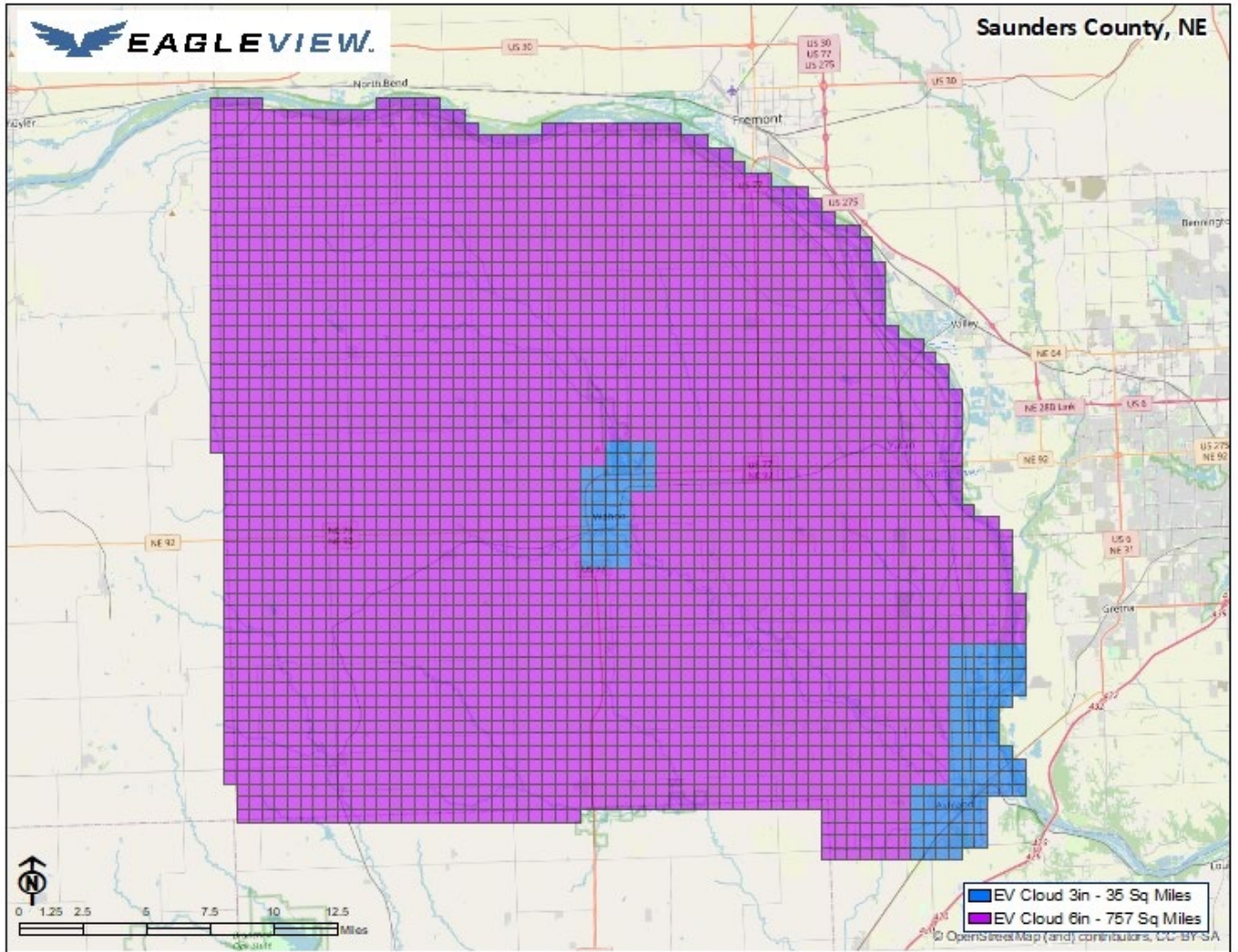
If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S) IF APPLICABLE

Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL). openstreetmap.org/copyright

[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between EagleView and Customer.

CUSTOMER	EAGLEVIEW
SAUNDERS COUNTY, NE	PICTOMETRY INTERNATIONAL CORP. DBA EAGLEVIEW
	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
EXECUTION DATE:	EXECUTION DATE:

CUSTOMER
CITY OF WAHOO, NE
SIGNATURE:
NAME:
TITLE:
EXECUTION DATE: