

**MINUTES OF A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL OF PERU,  
NEBRASKA ON MARCH 20, 2023 AT 6:00 P.M.**

The Mayor and Council of the City of Peru, Nemaha County, Nebraska, were called to meet at City Hall at 614 5<sup>th</sup> Street, Peru, Nebraska 68421, on March 6<sup>th</sup>, 2023, at 6:00 P.M., in Regular Meeting, open to the general public, advance notice of said Regular Meeting, the designated method of giving notice, including the agenda for said meeting, or the availability thereof was posted at: Peru City Hall, Mainstreet Bank \*Bank of Peru), Peru Post Office, and Casey's General Store.

Mayor Dave Pease called the meeting to order, informed the public of the location of the Nebraska Open Meetings Act, and announced that the City Council may vote to go into closed session on any agenda item as allowed by state law.

**Agenda Item 1 – Roll Call**

Present at 6:00 p.m.: Mayor Dave Pease, and Council Members Spencer Vogt, Cate Wyckoff, Quentin Kieler, and Marty Peregoy. Upon roll call by the City Clerk, a quorum was declared.

**Agenda Item 2 – Recognition of Visitors**

Mayor Dave Pease informed the public that a copy of City Resolution #2017-02 Pertaining to Conduct Rules for City Council Meetings may be requested from the City Clerk.

**Agenda Item 3 – Consent Agenda**

The Consent Agenda was not utilized at this regular meeting, each item on the consent agenda was taken up and voted on Separately.

**Agenda Item 3A – Approval of Minutes**

Council reviewed the minutes from the March 6, 2023 special council meeting and found a typographical error. Councilperson Peregoy moved approval of the minutes upon correction of the error. Second by Councilperson Wyckoff. Roll call vote: all AYE. Motion carried 4-0.

**Agenda Item 3B – Payment of Claims**

The following claims were presented before the Council for ratification/approval:

JEO - \$29,755.00 (wtr); OPPD - \$1518.25 (gen,wtr,p&r,sts,rurfr,fr,res); Express Bill Pay \$98.73 (wtr); Payroll \$11,310.27 (gen); Utility Service Co.- \$3979.54 (gen); Access Systems Leasing (Copier) - \$208.58 (gen); Black Hills Energy - \$271.73 (gen); University of Nebraska Lincoln - \$2,250.00 (gen); Feld Fire - \$410.00 (fr); Heather Pemberton, CPA \$580.00 (gen); American Recycling and Sanitation – \$6132.00 (gen); WestTech - \$22,110.00 (wtr); Nebraska Rural Water Association (membership) - \$150.00 (wtr); Holiday Inn (training- Decker) - \$344.85 (res);One Call Concepts - \$5.18 (wtr); Auburn Board of Public Works - \$4,037.57 (wtr); Auburn Newspapers - \$479.52 (gen); AT&T - \$10.99 (fr); Visa Card Services - \$11.71 (gen); Eakes - \$233.12 (gen); City of Auburn (training M. Ritchie) - \$203.50 (gen); Hawkins - \$468.64 (wtr); Pitney-Bowes postage - \$247.47 (gen); Pitney-Bowes lease – 169.29 (gen); Lynch's Hardware - \$69.90 (gen); NE Municipal Clerks Institute (training-Peregoy and Wyckoff) -

\$986.00 (gen); Ligouri Law Office – \$5,687.35 (gen), Cherry Road Media - \$152.90 (gen), Peru Rescue Squad (reimburse for conference and membership) - \$515.00 (res); NE Public Health - \$15.00 (wtr); RAKA Rentals - \$1101.28 (wtr); Casey's (gas incl. past due) - \$4858.10 (gen); United Life Insurance - \$67.62 (gen), Bound Tree - \$169.98 (fr); Cummins - \$674.90 (fr); Mobile Accounting Services - \$600.00 (gen); Bound Tree - \$1586.31 (res); AKRS - \$128.51 (res), Kinetic – \$2421.01 (gen,fr,p&r,wtr,sts);

Councilperson Vogt moved approval of claims already paid. Second by Councilperson Wyckoff. Roll call vote: all AYE. Motion carried 4-0.

Councilperson Peregoy moved approval of claims needing approval. Second by Councilperson Wyckoff. Roll call vote: all AYE. Motion carried 4-0.

#### Agenda Item 4 – Payment of Private Contractor Claims

The following claims were made separate due to disclosed contractual conflict of interest, and presented before the Council for approval:

Marty Peregoy (independent contractor for city clerk pro-temp) - \$2324.87 (gen); Cate Wyckoff (independent contractor for city clerk pro-temp) \$1552.87

General (gen), Streets (sts), Water(wtr), Sewer (swr), Parks and Rec (p&r), City Fire (fr), Rural Fire (rurfr), Rescue (res), Grant (grnt), Sanitation (san)

Councilperson Vogt moved approval of private contractor claims for Cate Wyckoff. Second by Councilperson Kieler. Voting AYE: Councilperson Vogt, Councilperson Kieler, Councilperson Peregoy. Councilperson Wyckoff – Abstained from vote, disclosing contractual conflict of interest. Roll call vote: AYE 3; NAY 0; Abstained 1. Motion Carried 3-0.

Councilperson Wyckoff moved approval of private contractor claims for Marty Peregoy. Second by Councilperson Kieler. Voting AYE: Councilperson Kieler, Councilperson Wyckoff, Councilperson Vogt. Councilperson Peregoy – Abstained from vote, disclosing contractual conflict of interest. Roll call vote: AYE 3; NAY 0; Abstained 1. Motion Carried 3-0.

#### Agenda Item 6 - Correspondence

Correspondence from Commissioner Mike Haul was received. It verified that in April 1994, then mayor Dick Stich was notified that the road to the boat dock in Peru did not belong to the county.

#### Agenda Item 7 – Old Business

Old Business: The following written reports were included in the Council packet: Water Report – The Mayor informed that copies of the Water Report are made available at City Hall, Mayor's Report, JEO Project Progress Report.

Stephanie Holmes gave an update on the proposed bark report, noting that Peru State College is donating used fencing, and the current dilapidated fencing in the bark park area will be removed. Building Committee members Councilperson Wyckoff and Councilperson Kieler gave a report on their tour of the

Jack Gene Building and the City Barn and their suitability for an air-conditioned, heated space containing a restroom and break area for city employees. Councilperson Kieler will get in contact with a contractor to discuss options.

Councilperson Wyckoff and Councilperson Kieler reported on the condition of the Maintenance Employee "Shop" and possible renovations.

Councilperson Peregoy reported that the contractors contacted about giving bids on the eroding drainage ditches near Sid Brown Park and Maggie Foster's house did not provide bids. Councilperson Kieler said that he had been in contact with Dave Pieters, who will get back to him. Councilperson Peregoy will contact Arts & Sparks LLC regarding the grate in front of 5<sup>th</sup> Street Post.

Councilperson Peregoy reported on possible insurance of future employees via the 700-member pool associated with the League of Municipalities. According to Insurance Agent Dennis Maggart, the BC/BS Insurance policy price is dependent upon the health of the employee, and can't be determined until after the person is hired. The Council discussed possibly providing a stipend to be used to purchase the insurance.

Mayor Pease reported that he had spoken with candidates for the part-time clerk position, notifying them that it would be full time and asking if they were still interested. He has placed an ad for the full-time Clerk/Treasurer position on Indeed and has received resumes from a few interested individuals. The ad will remain up until a qualified pool of applicants is received.

Signed contractual interest statements by Councilpersons Wyckoff and Peregoy and copies of an e-mail conversation between the city's attorney, Morgan Ritchie, and Frank Daley, Executive Director of the Nebraska Accountability and Disclosure Commission were included in the Council packet.

Councilmember Peregoy provided information from the meeting of the city's Animal Control Board December 9, 2022 meeting. The Committee recommends implementing the following fines for animals at large:

First offense within a 12-month period: No penalty if licensed. If unlicensed, \$5 late fee if animal is licensed within 30 days; \$25 penalty if animal is not licensed within 30 days.

Second offense within a 12-month period: \$50 fine regardless of whether or not the animal is licensed.

Third and subsequent offenses within a 12-month period: \$100 regardless of whether or not the animal is licensed.

Pictures of the animal including time and date stamp will be used as evidence of the animal running at large. Monies collected from finds will be used to sterilize, vaccinate and chip the town's feral cat population.

Motion to implement the above fines for animals at large by Councilperson Peregoy. Second by Councilperson Kieler. Roll call vote: all AYE. Motion carried 4-0.

Agenda Item 7 – New Business

The Council packet included information from PinPoint, a local broadband service. Discussion was had. No action necessary.

Motion by Councilperson Kieler to send a letter of commitment to Blue Rivers Area Agency on Aging. Second by Councilperson Peregoy. Discussion was had on the potential benefits of having Blue Rivers Area Agency on Aging in the community of Peru. Councilperson Peregoy will contact Peru State College to ask if they will consider splitting the cost, as several college students benefit from transportation provided by the Blue Rivers Agency. Roll Call Vote as follows: all AYE. Motion carried 4-0.

Motion by Councilperson Peregoy to allow vendors and waive the vendor fee during the NRD 5-K Depot Dash April 15, 2023. Second by Councilperson Kieler. Roll call vote: all AYE. Motion carried 4-0.

Mayor Pease notified the counsel that due to a three-year extension of the Critser Lease in 2018, it did not expire in 2022 as thought. It will expire in 2025, therefore invalidating bids received for the ground at last month's Council meeting.

Proposed Ordinance No. 2023-02, Consideration of proposed amendment to Peru City Code Section 10.17 "Local Changes to This Code of Ordinances", was presented for consideration on First Reading. The Mayor announced that the proposed Ordinance was in order. Council Member Peregoy moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Peru", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Vogt. Upon roll call vote: 4 ayes and 0 nays. The following members voted "Aye" Peregoy, Kieler, Vogt, Wyckoff. The following voted "NAY" no one. Motion: Carried. Council Member Peregoy introduced the proposed ordinance as Ordinance No. 2023-02. Proposed Ordinance No. 2023-02 came on for First Reading. Council Member Peregoy introduced Ordinance No. 2023-02 entitled: AN ORDINANCE AMENDING MUNICIPAL CODE OF THE CITY OF PERU, NEBRASKA SECTION 10.17 RELATING TO LOCAL CHANGES TO THE CODE OF ORDINANCES; REPEALING THE ORIGINAL SECTION 10.17 OF THE MUNICIPAL CODE OF PERU, NEBRASKA; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OR POSTING OF THE ORDINANCE. Council Member Peregoy read Ordinance No. 2023-02 and Council Member Vogt moved for approval on First Reading and its title agreed to, which motion was seconded by Council Member Kieler. Upon roll call vote: 4 AYES and 0 NAYS. The following Council Members voted "AYE" Kieler, Vogt, Peregoy, Wyckoff. Motion carried.

Proposed Ordinance No. 2023-03, Consideration of proposed amendment to Peru City Code Section 93 "Animals", was presented for consideration on First Reading. The Mayor announced that the proposed Ordinance was in order. Council Member Peregoy moved that these proceedings be kept in a separate and distinct volume known as the "Ordinance Record of the City of Peru", and that said volume be made part of these proceedings the same as though it were spread at large herein, which motion was seconded by Council Member Wyckoff. Upon roll call vote: 4 AYES and 0 NAYS. The following members voted "AYE": Peregoy, Kieler, Vogt, Wyckoff. The following voted "NAY": No one. Motion: Carried. Council Member Vogt introduced the proposed ordinance as Ordinance No. 2023-03 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERU, NEBRASKA, AMENDING THE ORIGINAL CHAPTER 93 OF THE MUNICIPAL CODE OF THE CITY OF PERU, NEBRASKA CODE OF

ORDINANCES BY ADDING AN ADDITIONAL SECTION WHICH SHALL BE ENTITLED SECTION 93.5 KEEPING OF POULTRY; DEFINING POULTRY AND CREATING POLICIES FOR KEEPING POULTRY WITHIN CITY LIMITS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT MATTER HEREIN; SETTING AN EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OR POSTING OF THE ORDINANCE. Council Member Vogt read Ordinance No. 2023-03 and Council Member Peregoy moved for approval on First Reading and its title agreed to, which motion was seconded by Kieler. Upon roll call vote: 4 AYES and 0 NAYS. The following Council Members voted "AYE" Kieler, Vogt, Peregoy, Wyckoff. Motion carried.

Motion by Councilperson Vogt to approve Change Order No. 4 for the 2021 Water System Improvements project resulting in a project cost increase of \$5,040.00. Second by Councilperson Kieler. Roll call vote: all AYE. Motion carried 4-0.

Motion by Councilperson Kieler to approve Pay Application No. 5 for the 2021 Water System Improvements project in the amount of \$512,051.36. Second by Councilperson Wyckoff. Roll call vote: all AYE. Motion carried 4-0.

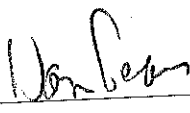
Motion by Councilperson Kieler to approve Resolution No.2023-6, entitled: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERU, NE, APPROVING AND ADOPTING RIGHT-OF-WAYS, EASEMENTS, & THE ACQUISITION OF REAL ESTATE FOR THE PERU WATER TRANSMISSION MAIN & MUNICIPAL WATER DISTRIBUTION SYSTEM BY THE ADOPTION OF THE AGREEMENTS. Second by Councilperson Peregoy. Roll call vote: all AYE. Motion carried 4-0. Due to a scrivener's error, it was discovered that this resolution was improperly numbered Resolution No. 2023-6, instead of Resolution No. 2023-08. This Scrivener's error was purely typographical, and in no way affected the content of Resolution. Therefore, this Resolution has since been re-numbered to: Resolution No. 2023-8. Said re-numbering will come before the City Council for ratification at the April regular City Council Meeting.

The Council discussed the possible hiring of Linda Jensen, retired city clerk/treasurer from Central City, as a trainer for the Peru City Clerk/Treasurer, once hired. Councilperson Peregoy will contact Jensen regarding training procedures and cost. No action was taken on this item.

Motion by Councilperson Kieler to adjourn. Second by Councilperson Vogt. Roll call vote: all AYE. Motion carried 4-0.

---

Marty Peregoy – Interim Clerk

  
Dave Pease, Mayor



This is an open meeting of the Peru City Council. The City of Peru abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is posted on the south wall in these City Council Chambers as required by state law.

The City Council may vote to go into **Closed Session** on any agenda item as allowed by state law.

### 1. ROLL CALL

\_\_\_ Spencer Vogt \_\_\_ Quentin Kieler \_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff

### 2. RECOGNITION OF VISITORS

*Members of the public may request from the City Clerk a copy of City Resolution #2017-02 pertaining to Conduct Rules for City Council Meetings.*

### 3. CONSENT AGENDA

*The Consent Agenda shall be presented by the Mayor or City Clerk at the beginning of the Council session. Items within the Consent Agenda may be removed at the request of anyone Councilmember. Items not removed from the Consent Agenda may be adopted by general consent without further discussion or debate. Removed items may be taken up either immediately after the Consent Agenda or placed later within the agenda at the discretion of the Council.*

### APPROVAL OF MINUTES

A. March 6, 2023 Special City Council Meeting

\_\_\_ Quentin Kieler \_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt

### B. PAYMENT OF CLAIMS

Claims already paid

\_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt \_\_\_ Quentin Kieler

Claims needing approval

\_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt \_\_\_ Quentin Kieler \_\_\_ Marty Peregoy

**4. PAYMENT OF PRIVATE CONTRACTOR CLAIMS**

Cate Wyckoff

\_\_\_\_ **Spencer Vogt** \_\_\_\_ **Quentin Kieler** \_\_\_\_ **Marty Peregoy**

Marty Peregoy

\_\_\_\_ **Quentin Kieler** \_\_\_\_ **Cate Wyckoff** \_\_\_\_ **Spencer Vogt**

**6. CORRESPONDENCE**

C. Nemaha County Commissioners letter re: Boat Dock Road

**7. OLD BUSINESS**

D. Water Report

E. Mayor's Report

F. JEO Project Progress Report

G. Peru Dog Park Report – Stephanie Holmes

H. Maintenance Employee Shop Renovation

I. Safety Concerns: drainage ditches, grate, lot adjacent to city hall

J. Insurance for City Employees

K. Open Clerk Positions

L. Contractual Interest Statement

M. **Motion for consideration by Council:** Implementing fines for animals at large

\_\_\_\_ **Cate Wyckoff** \_\_\_\_ **Spencer Vogt** \_\_\_\_ **Quentin Kieler** \_\_\_\_ **Marty Peregoy**

**7. NEW BUSINESS**

N. Report: PinPoint

O. **Motion for consideration by Council:** Consider contributing to Blue Rivers Area

Agency on Aging: Will need a letter of commitment ASAP, and then will provide a specific budget request closer to budgeting time.

\_\_\_ Spencer Vogt \_\_\_ Quentin Kieler \_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff

**P. Motion for consideration by Council:** Vendors during NRD 5-K Depot Dash April 15, 2023

\_\_\_ Quentin Kieler \_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt

**Q. Report:** Extension of Critser lease invalidates Parker lease of pasture ground.

**R. Ordinance No.2023-02:** AN ORDINANCE AMENDING MUNICIPAL CODE OF THE CITY OF PERU, NEBRASKA SECTION 10.17 RELATING TO LOCAL CHANGES TO THE CODE OF ORDINANCES; REPEALING THE ORIGINAL SECTION 10.17 OF THE MUNICIPAL CODE OF PERU, NEBRASKA; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OR POSTING OF THE ORDINANCE

\_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt \_\_\_ Quentin Kieler

**S. Ordinance No.2023-03:** AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERU, NEBRASKA, AMENDING THE ORIGINAL CHAPTER 93 OF THE MUNICIPAL CODE OF THE CITY OF PERU, NEBRASKA CODE OF ORDINANCES BY ADDING AN ADDITIONAL SECTION WHICH SHALL BE ENTITLED "93.5 KEEPING OF POULTRY"; DEFINING POULTRY AND CREATING POLICIES FOR KEEPING POULTRY WITHIN CITY LIMITS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT MATTER HEREIN; SETTING AN EFFECTIVE DATE HEREOF AND ORDERING PUBLICATION OR POSTING OF THE ORDINANCE.

**T. Discussion and possible approval** of Change Order No. 4 for the 2021 Water System Improvements project.

JEO recommends approval of this change order. The change order results in a net project cost increase of \$5,040.00. It includes the addition of 400 linear feet of directional bores under gas crossings, Work Change Directive No. 5, and Work Change Directive No. 6.

\_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt \_\_\_ Quentin Kieler \_\_\_ Marty Peregoy



**U. Discussion and possible approval** of Pay Application No. 5 for the 2021 Water System Improvements project.

JEO recommends approval in the amount of \$512,051.36. This pay application primarily covers water main and steel casing installations along with stored materials.

\_\_\_ Spencer Vogt \_\_\_ Quentin Kieler \_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff

**V. Resolution No. 2023-6:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERU, NE, APPROVING AND ADOPTING RIGHT-OF-WAYS, EASEMENTS, & THE ACQUISITION OF REAL ESTATE FOR THE PERU WATER TRANSMISSION MAIN & MUNICIPAL WATER DISTRIBUTION SYSTEM BY THE ADOPTION OF THE AGREEMENTS.

Additional permanent easements to be purchased on T-8 [Sickel] and T-9 [Moody] as a result of the water main being installed off alignment on these properties.

\_\_\_ Quentin Kieler \_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt

**W. Discussion and possible approval:** Waiver of the \$300 building permit fee.

\_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt \_\_\_ Quentin Kieler

**X. Discussion and possible approval:** Hire Linda Jensen, retired city clerk/treasurer from Central City, to provide on-the-job training to our new full-time clerk.

## 9. MOTION TO ADJOURN

\_\_\_ Marty Peregoy \_\_\_ Cate Wyckoff \_\_\_ Spencer Vogt \_\_\_ Quentin Kieler

**MINUTES OF A SPECIAL MEETING OF THE MAYOR AND CITY COUNCIL OF PERU, NEBRASKA ON MARCH 6, 2023 AT 6:00 P.M.**

The Mayor and Council of the City of Peru, Nemaha County, Nebraska, were called to meet at City Hall at 614 5<sup>th</sup> Street, Peru, Nebraska 68421, on March 6<sup>th</sup>, 2023, at 6:00 o'clock P.M., for Special Meeting, open to the general public, advance notice of said special meeting, the designated method of giving notice, including the agenda for said meeting, or the availability thereof was posted at: Peru City Hall, Mainstreet Bank (Bank of Peru), Peru Post Office, and Casey's General Store.

Mayor Dave Pease called the meeting to order and informed the public of the location of the Nebraska Open Meetings Act.

Present at 6:00 p.m.: Mayor Dave Pease, and Council Members Cate Wyckoff, Spencer Vogt, Marty Peregoy and Quintin KOffice: 605-221-5777 Cell: 507-215-3551 Fax: 605-221-5888ieler. Upon roll call by the City Clerk, a quorum was declared.

**OLD BUSINESS**

The Council reviewed the minutes from February 27, 2023, regular council meeting. Council Member Vogt made motion to approve the minutes. Council Member Kieler seconded the motion. Roll Call Vote as follows, Councilmember M. Peregoy: AYE; Councilmember C. Wyckoff: AYE; Councilmember S. Vogt: AYE; Councilmember Q. Kieler : AYE; Motion Carried 4-0.

Claims already paid pursuant to Resolution No. 2018-01. There were none so no action was needed.

The following claims were presented before the Council for approval: Peru Rescue Squad (gen) \$13,852.80

General(gen), Streets(sts), Water(wtr), Sewer(swr), Parks & Rec(p&r), City Fire(fr), Rural Fire(rurfr), Rescue(res), Grant(grnt). Sanitation (san)

Council Member Vogt made motion to approve the claims still needing to be paid. The motion was seconded by Council Member Wyckoff; Roll Call Vote Councilmember M. Peregoy: AYE; Councilmember C. Wyckoff: AYE; Councilmember S. Vogt: AYE; Councilmember Q. Kieler; Motion Carried 4-0.

**NEW BUSINESS**

6 C) Resolution #2023-6 to approve a temporary duty agreement with city councilmember, Marty Peregoy, to preform services of interim city clerk and interim city grant writer; authorizing the Mayor to execute the agreement and to provide for an effective date, was presented. Councilmember S. Vogt made motion to approve Resolution #2023-6, Councilmember Q. Kieler seconded the motion. Discussion was had. Disclosure was made that Marty Peregoy, a Peru City

Council member, would, on a two-month temporary basis, preform as an Independent Contractor, the duties of city clerk and city grant writer, due to emergency circumstances arising from an unexpected vacancy in said positions. Disclosure was also made that due to conflicts of interest, Marty Peregoy would be abstaining from the vote to approve Resolution#2023-6. Audience members participated in the discussion. With no further discussion, Roll Call Vote Councilmember Wyckoff: AYE; Councilmember S. Vogt: AYE; Councilmember Q. Kieler: AYE; Councilmember M. ABSTAIN. Motion Carried 3-0.

6 D) Discussion for Resolution #2023-7 to approve a temporary duty agreement with city council member Cate Wyckoff, to preform services of interim city clerk; authorizing the mayor to execute the agreement; and to provide for an effective date, was presented. Councilmember Q. Kieler made motion to approve Resolution #2023-6; Councilmember S. Vogt seconded the motion. Discussion was had. Disclosure was made that Cate Wyckoff, a Peru City Council member, would on a two-month temporary basis, preform as an independent contractor, the duties of city clerk, due to emergency circumstances arising from an unexpected vacancy in said position. Disclosure was also made that due to conflicts of interest, Cate Wyckoff would be abstaining from the vote to approve Resolution#2023-7. Audience members also participated in the discussion. With no further discussion, Roll Call Vote Councilmember S. Vogt: AYE; Councilmember Q. Kieler: AYE; Councilmember M. Peregoy: AYE; Councilmember C. Wyckoff: ABSTAIN. Motion Carried 3-0.

7) Discussion/Motion for Consideration. Discussion to reconfigure working hours, duties and benefits for Clerk/Treasurer and Deputy Clerk, for purposes of widening the pool of applicants for a permanent city clerk. Discussion to hire the new Clerk as full-time with benefits and the part-time clerk can come in for water bills and other jobs that allow the clerk to do their duties. Councilmember Peregoy provided information from what other cities offered. Discussion was had that both the deputy clerk position and the city grant writer position were already posted. Mayor Pease and Councilmember Kieler discussed the urgency of hiring the clerk now and potentially looking into insurance or bonus pay later. Councilmember Kieler also thought that potentially advertising the position with a pay of \$25 to \$35.00 with a performance review / and hiring bonus at 90 days. Final say will be Mayor Pease's. No action was taken.

With there being no further business, Council Member Vogt made a motion to adjourn. Council Member Kieler seconded the motion. Roll Call Vote as follows, Councilmember S. Vogt: "AYE"; Councilmember C. Wyckoff: AYE; Councilmember Q. Kieler: AYE; Councilmember M. Peregoy. Motion Carried 4-0.

---

Dave Pease, Mayor

---

Angela Allgood – Deputy Clerk

# Account Summary

## Checking

	Available Balance	\$6,527.74
Keno	Available Balance	\$2,506.81
Keno Reserve	Available Balance	\$25,682.58
Debt Service	Available Balance	\$14,081.30
Meter Deposit	Available Balance	\$2,701.27
Wellhead Protection	Available Balance	\$19,756.57
FEMA MMA	Available Balance	\$179,709.93
Housing Rehab	Available Balance	\$104,474.64
Sales Tax	Available Balance	\$45.40
CDBG	Available Balance	\$6,831.46
Park Avenue	Available Balance	\$2,856.97
Sid Brown Park	Available Balance	\$7,005.47
NOT OURS - Laura Neal Park	Available Balance	\$1,562.74
City Rec	Available Balance	\$40,867.72
General	Available Balance	\$138,399.13
Water / Sewer	Available Balance	\$11,312.09
Rescue Checking	Available Balance	\$10,577.54
Rescue Squad MMA	Total Checking Available	\$574,899.36
CD		
	Current Balance	\$696.95
Baker Trust CD	Current Balance	\$40,000.00
NOT OURS - Laura Neal Park	Current Balance	\$2,667.92
Building Rent CD	Total CD Current	\$43,364.87
Card		
	Unblock	Status Lost
417904*****6768		
	Block	Status Open
417904*****4760		

\* Balance as of 03/17/2023

City of Peru

City of Peru					
Claims March 20, 2023					
	TO WHOM	DEPARTMENT	EXPENSE TYPE	AMOUNT	
1	JEO	WATER	Peru 5th St. Improvements (Feb 10 inv.#139171)	\$ 2,350.00	FLOOD
2	JEO	WATER	Peru WWTF Repairs (Aug 26,2022 inv.#135379)	\$ 873.75	FLOOD
3	JEO	WATER	Peru Wtr Sys Improv, ROW & Archeolog. Svc (Mar 15 inv.#139913)	\$ 2,092.50	FLOOD
4	JEO	WATER	Peru Wtr Sys Improvmts (March 15 inv. #139912)	\$ 23,263.75	FLOOD
5	JEO	WATER	Peru 5th St. Improvements (March 14 inv.#139868)	\$ 1,175.00	FLOOD
6		GENERAL	Utilities (acct 95970080)	\$ 1,088.31	PAID
7		GENERAL	Utilities (acct 559800080)	\$ 86.94	PAID
8		GENERAL	Utilities (acct 107700070)	\$ 166.00	PAID
9		GENERAL	Utilities (acct 806700001)	\$ 177.00	PAID
10		WATER	Water Bill Processing	\$ 98.73	PAID
11		GENERAL	All city employees payroll 2/27/2023 through 3/14/2023	\$ 11,310.27	PAID
12		WATER	Quarterly tank service	\$ 3,979.54	
13		GENERAL	Copier Lease	\$ 208.58	
14		FIRE	Utilities (acct 9113314356)	\$ 271.73	
15		GENERAL	Downtown Economic Plan	\$ 2,250.00	
16		FIRE	Fire Dept.	\$ 410.00	
17		GENERAL	CPA (Inv.#3674)	\$ 580.00	
18		GENERAL	Trash/Sanitation	\$ 6,132.00	
19		WATER	Water / Greensand Filter Rental 1/30 thru 3/12 Inv.# 90295	\$ 22,110.00	
20		WATER	Water/Membership Dues (Due in February)	\$ 150.00	
21		FIRE	Decker, Miranda Training Inv.#93592	\$ 344.85	
22		WATER	Water	\$ 5.18	
23		WATER	Water	\$ 4,037.57	
24		GENERAL	Public Notices/Minutes	\$ 479.52	
25		FIRE	Utilities Fire Department	\$ 10.99	
26		GENERAL	General	\$ 11.71	
27		GENERAL	Office Supplies	\$ 233.12	
28		GENERAL	Morgan Ritchie conference payment split w/Auburn	\$ 203.50	
29		GENERAL	Water Dept. Supplies	\$ 468.64	
30		GENERAL	Bulk Mail	\$ 247.47	
31		GENERAL	Lease	\$ 169.29	
32		GENERAL	Furnace filters	\$ 69.90	
33		GENERAL	Training for City Clerk/Cate and Marty	\$ 986.00	
34		GENERAL	Legal Services	\$ 5,687.35	
35		GENERAL	Advertising grant coordinator position	\$ 152.90	
36		GENERAL	Conference and Membership	\$ 515.00	
37		WATER	Coliform Test inv.#562496	\$ 15.00	
38		WATER	Generator	\$ 1,101.28	
39		GENERAL	Gas for Ambulance and Street (includes \$3805.73 past due)	\$ 4,858.10	
40		GENERAL	Life Insurance - Employees Adams and Coatney	\$ 67.62	
41		FIRE	Supplies for Rescue (pharma) inv.#84886068 and 84883153	\$ 169.98	
42		FIRE	Maintenance of Equipment inv.#13-86656	\$ 674.90	
43		GENERAL	Erika Graham - Quickbooks training for Slater	\$ 600.00	
44		RESCUE	Supplies for Rescue	\$ 1,586.31	
45		RESCUE	Gator parts	\$ 128.51	
47		GENERAL	accts #090510965,090510797,090510217,090510214,090511003	\$ 2,421.01	
			TOTAL	\$ 61,337.55	
			FLOOD	\$ 29,755.00	
				\$ 12,927.25	
				\$ 61,337.55	
				\$ 104,019.80	
		GENERAL	City Clerk Academy Accomodations Peregoy and Wyckoff		
		GENERAL	Mileage to Kearny and back - City Clerk Academy 404 mi.x \$.655	\$ 264.62	
		GENERAL	Contract Labor -Clerk Pro-Temp 83 hours @ \$20.50	\$ 1,701.50	
		GENERAL	Contract Labor - Grant Coordinator 17.5 hours @ \$20.50	\$ 358.75	
				\$ 2,324.87	
		GENERAL	Contract Labor - Clerk Pro-Temp	\$ 1,552.87	
			Total Contract Labor and reimbursement for temp. Clerk & Grant	\$ 3,877.74	
	Final Total		All claims above	\$ 107,897.54	

OFFICE OF  
Nemaha County Commissioners

1824 N STREET  
AUBURN, NEBRASKA 68305

MELVIN OESTMANN, DISTRICT I

RICHARD MOODY, DISTRICT II

LARRY BOHLKEN, DISTRICT III

April 20, 1994

Honorable Dick Stich  
Mayor City of Peru  
City Hall  
Peru, NE 68421

Re: Ownership of road to boat dock

Dear Sir:

After considerate research on the road to the boat dock in the Peru area we have determined that the road does not belong to the county. There is no deed of record that shows the transfer of land for road purposes and no action in the county commissioners records to show that any action was taken to make the road in question a county road.

The County Attorney has researched the statutes in regard to this and finds that it is the responsibility of the City of Peru being the owner of the land.

The County Board of Commissioners are willing to cooperate with you in a joint effort to repair the bridge by providing equipment and labor if you will provide the materials.

Please notify us of your decision.

Sincerely,



Melvin Oestmann  
Nemaha County Commissioner

MO/jr

## Peru Monthly Report

February 2023

- 1<sup>st</sup> Checked well and plant, took reads, ran samples.
- 2<sup>nd</sup> Checked well and plant, took reads, ran samples.
- 3<sup>rd</sup> Checked lift station, lagoons, well, and plant. Took reads, ran samples.
- 4<sup>th</sup> Checked well and plant, took reads, ran cl2 sample.
- 5<sup>th</sup> Checked well and plant, took reads, ran cl2 sample.
- 6<sup>th</sup> Checked well and plant, took reads, ran raw and finished water samples.
- 7<sup>th</sup> Checked well and plant, took reads, ran samples.
- 8<sup>th</sup> Checked well and plant, took reads, ran samples. Cleaned injection quill at the plant.
- 9<sup>th</sup> Checked well and plant, took reads, ran samples.
- 10<sup>th</sup> Checked well and plant, took reads, ran samples. Hawkins delivered chlorine to the well. Changed cl2 dose at the well from 6 1/8 to 5 1/2.
- 11<sup>th</sup> Checked well and plant, took reads, ran cl2 sample.
- 12<sup>th</sup> Checked well and plant, took reads, ran cl2 sample. Changed cl2 dose at the well from 5 1/2 to 5 3/4.
- 13<sup>th</sup> Checked well and plant, took reads, ran samples. Took routine monthly sample at Z1D.
- 14<sup>th</sup> Checked well and plant, took reads, ran raw and finished water samples.
- 15<sup>th</sup> Checked well and plant, took reads, ran samples.
- 16<sup>th</sup> Checked well and plant, took reads, ran samples. Cleaned injection quill at the well and replaced the duckbill check valve.
- 17<sup>th</sup> Called out at 3:30AM for effluent valve failure to close. The plant went into a backwash and the effluent valve failed to close all the way. Worked the valve a few times and reset the breaker that had tripped out. Checked well and plant, took reads, ran samples. Changed cl2 dose at the well from 5 3/4 to 5 1/2.
- 18<sup>th</sup> Checked well and plant, took reads, ran samples. Changed cl2 dose at the plant from 2 to 2 1/4.
- 19<sup>th</sup> Checked well and plant, took reads, ran cl2 sample.
- 20<sup>th</sup> Checked well and plant, took reads, ran raw and finished water samples.

21<sup>st</sup> Checked well and plant, took reads, ran samples.

22<sup>nd</sup> Checked well and plant, took reads, ran samples.

23<sup>rd</sup> Checked well and plant, took reads, ran samples.

24<sup>th</sup> Checked lift station, lagoons, well, and plant. Took reads, ran samples.

25<sup>th</sup> Checked well and plant, took reads, ran cl2 sample.

26<sup>th</sup> Checked well and plant, took reads, ran cl2 sample.

27<sup>th</sup> Checked well and plant, took reads, ran samples.

28<sup>th</sup> Checked lift station, well, and plant, took reads, ran samples.

Total Gallons pumped 2525000

Totals Chemicals used

Sodium Hypochlorite 12.5% 159 Gallons 10lbs per/gal 1590 lbs.

Potassium Permanganate 23% 102 Gallons 10lbs per/gal 1020 lbs.

Respectfully Submitted By: Alan Slater

Water/Wastewater Manger.



# Project Progress Report

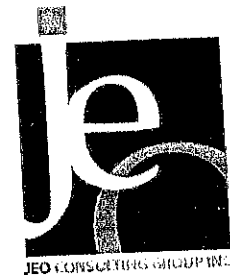
**Project:** Peru Water Supply Improvements

**Date:** March 14, 2023

**JEO Project No.:** 191141.06 / 191141.08 / 191141.09

**Report Prepared By:** Tim Adams

**Period of Report:** February 16, 2023 to March 14, 2023



## Summary of Progress Last Period:

- Updated the project schedule and QA/QC milestones, internal communication with project team, external communication with city staff, and project invoicing.
- Continued the review of material shop drawing submittals provided by Carstensen Contracting.
- Continued construction staking based on request and construction schedule provided by Carstensen Contracting.
- Continued construction observation based on the construction schedule provided by Carstensen Contracting.

## Planned Tasks for the Next Period(s):

- Continue the review of material shop drawing submittals provided by Carstensen Contracting.
- Continue construction staking based on request and construction schedule provided by Carstensen Contracting.
- Continue construction observation based on the construction schedule provided by Carstensen Contracting.

## Owner Input or Additional Data Needed:

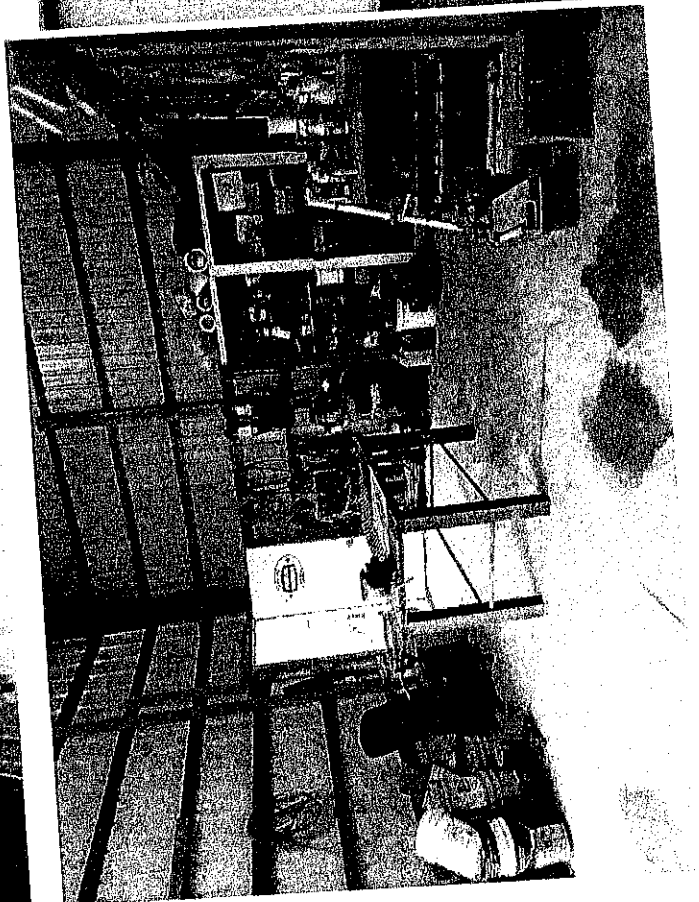
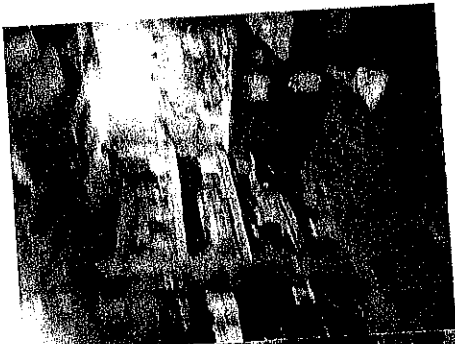
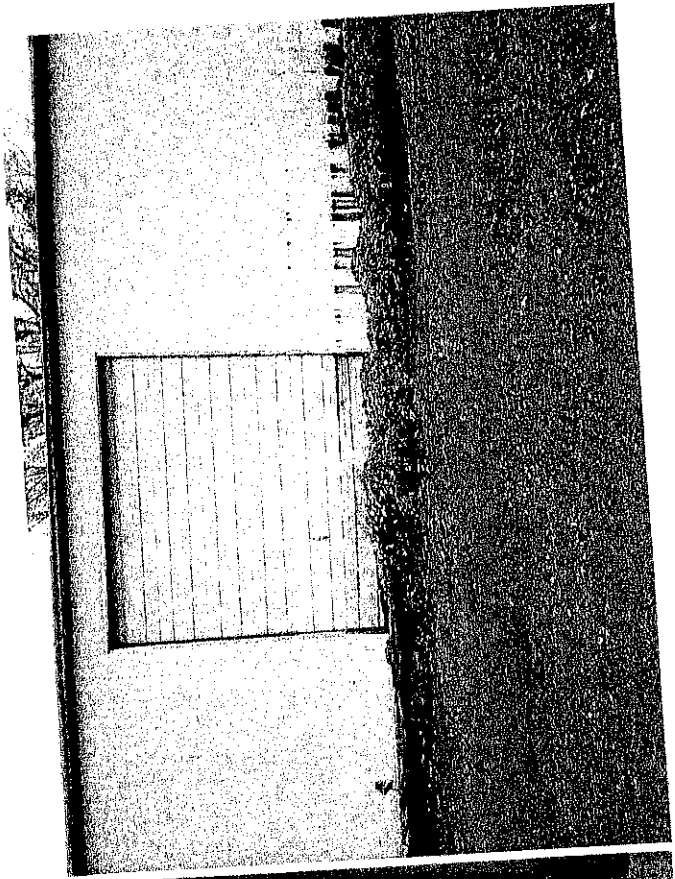
- Provide input to construction team when requested.
- Review and approval of pay applications.

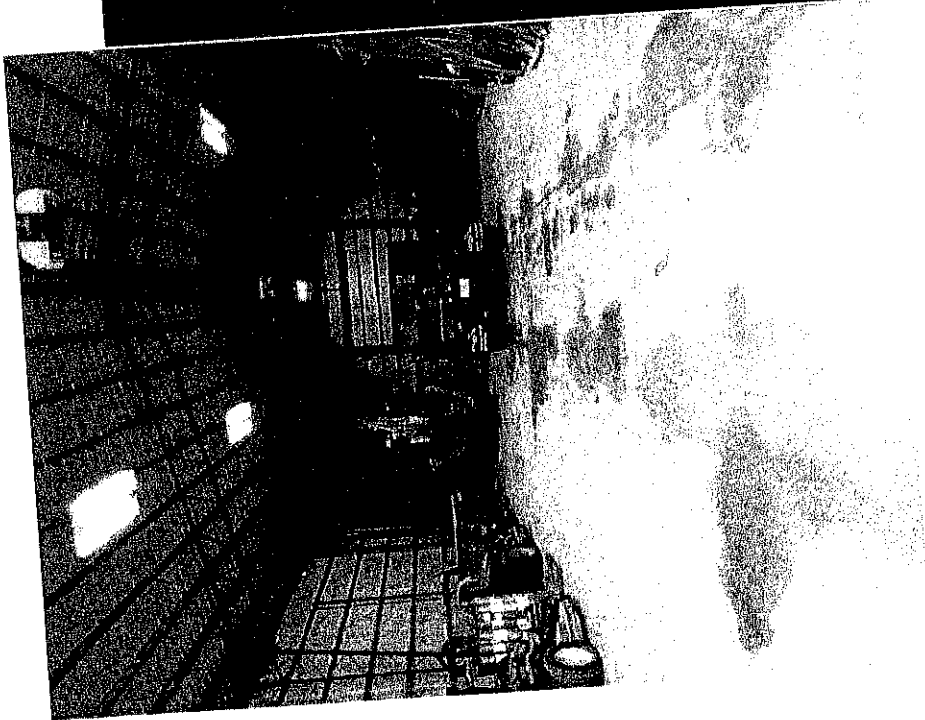
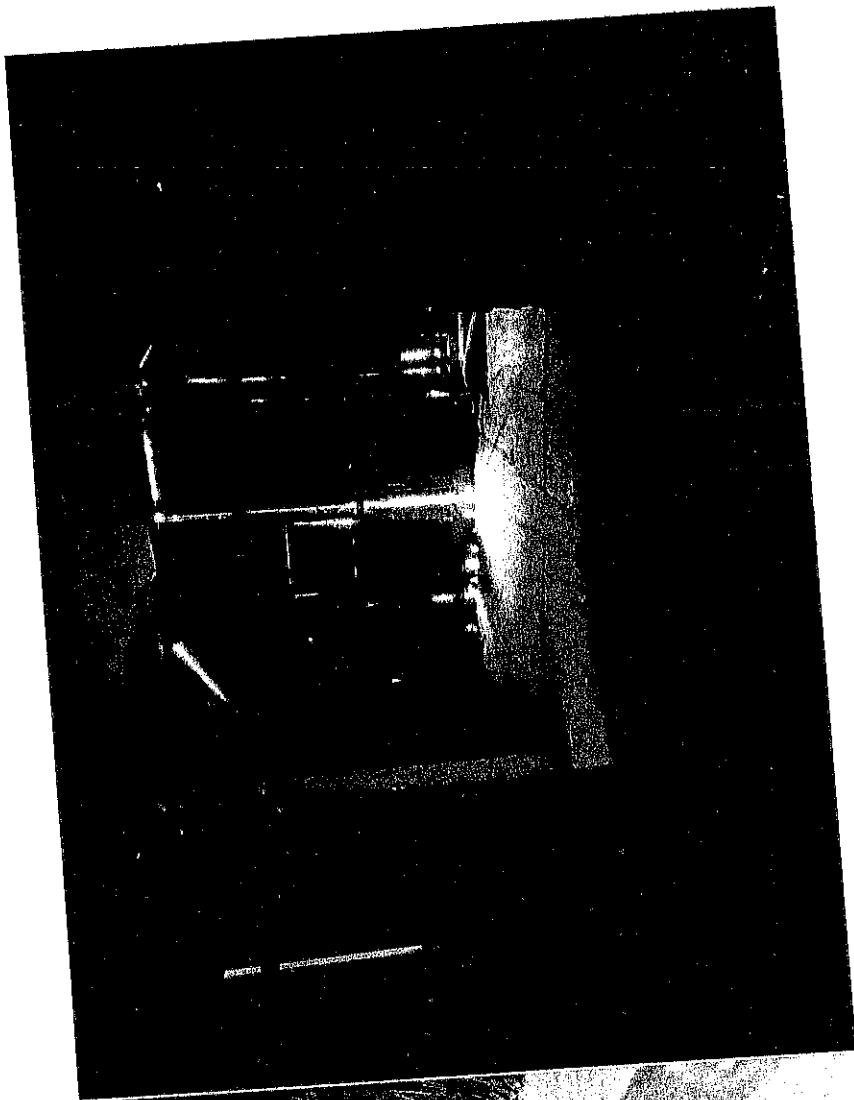
Please call (402-474-8767) or email ([tadams@jeo.com](mailto:tadams@jeo.com)) if you have any questions or concerns.

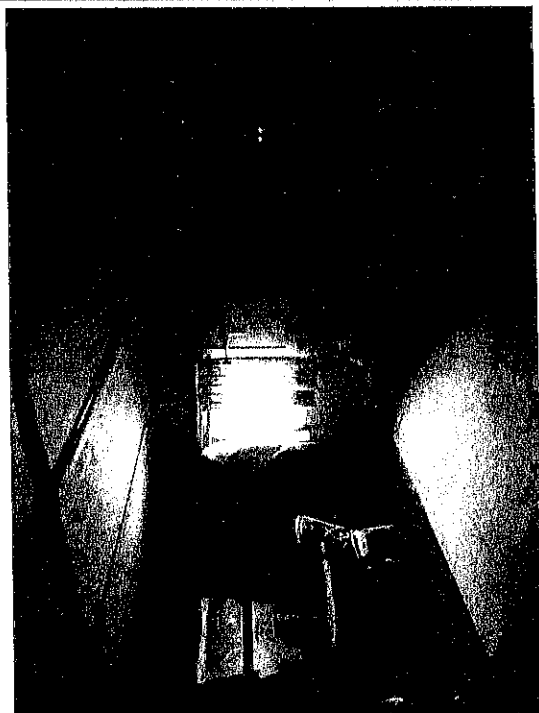
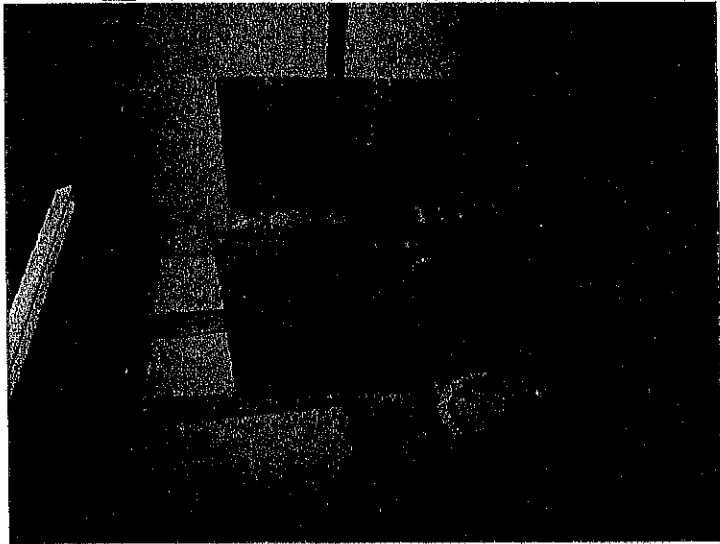
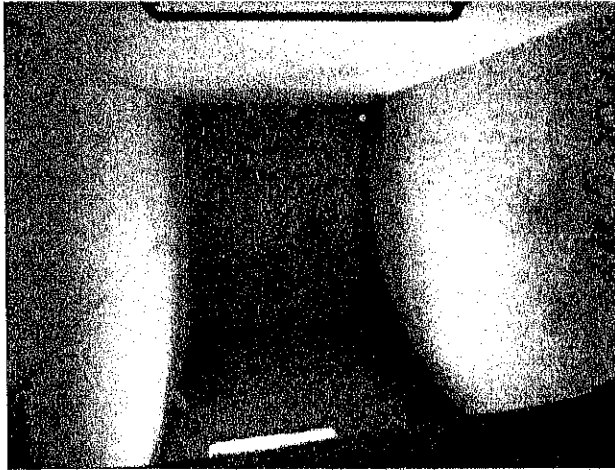
**Percent Complete and Completion Date:**

- Preliminary Design: 100% / July 1, 2021
- Engineering Survey: 100% / May 1, 2021
- Final Design: 100% / November 15, 2021
- Property Acquisition: 100% / February 1, 2022
- Bidding and Negotiation: 100% / Following FEMA Approval
- Preparation of SWPPP: 100% / Following Award to Contractor
- Construction Staking: 95% / Concurrent with Construction
- Construction Services: 45% / Concurrent with Construction
- RPR Services: 30% / Concurrent with Construction
- Post Construction: 0% / Following Completion of Construction

Please call (402-474-8767) or email ([tadams@ico.com](mailto:tadams@ico.com)) if you have any questions or concerns.







NEBRASKA  
ACCOUNTABILITY AND  
DISCLOSURE COMMISSION  
1225 L St., Suite 400  
P.O. Box 95086  
Lincoln, NE 68509  
(402) 471-2522

# CONTRACTUAL INTEREST STATEMENT

NADC FORM C-3

POSTMARK  
DATE

MICROFILM  
NUMBER

OFFICE USE ONLY

BEFORE COMPLETING THIS FORM  
READ THE FILING REQUIREMENTS  
ON PAGE 3

- A local officer with an interest in any contract to which his or her governing body or anyone for its benefit is a party must disclose the interest on the record of the governing body responsible for approving the contract, or in writing by filing this form.
- File with the person charged with keeping records for the governing body involved in the contract **prior** to official consideration of the contract.
- Persons who fail to disclose their interests or otherwise do not comply with the law are subject to penalties.

**ITEM 1 YOUR NAME ADDRESS AND PHONE NUMBER**

Name WYCKOFF CATE MANDIGO Telephone No. 928-451-4556  
Last First Middle  
 Address 809 5<sup>th</sup> ST. Peru NE 68421  
STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

**ITEM 2 OFFICE OR POSITION, ADDRESS, PHONE, TERM OF OFFICE**

Office or Position: Interim City Clerk Term: 8 weeks  
 Name of City, County, District, Village, etc: Peru NE  
 Address PO Box 369 Peru NE 68421 Phone 402-872-6685

**ITEM 3 CONTRACT IN WHICH YOU HAVE AN INTEREST**

A. Names of Contracting Parties: City of Peru + Cate Wyckoff  
 B. Body Which Will Consider the Contract: Peru City Council  
 C. Date Set for Consideration: 3/6/23  
 D. Subject Matter and Basic Terms: Temporary duty agreement between the city of Peru, Nebraska, and Peru City Council member Cate Wyckoff for the duties of Interim City Clerk.

ITEM 4 NATURE AND EXTENT OF YOUR INTEREST IN THE CONTRACT AND AMOUNT OF CONTRACT (Use ITEM 5, CONTINUATION, if necessary)

I have a business association with the City of Peru for a two month period, March 1 - April 30<sup>th</sup> 2023, while I hold the position of Interim City Clerk and interim grant coordinator for the direct fee of 20.50/hr.

ITEM 5 CONTINUATION

Curt M. Wyckoff

(Signature)

3/6/23

(Date)

<b>NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION</b> 1225 L St., Suite 400 P.O. Box 95086 Lincoln, NE 68509 (402) 471-2522	<b>CONTRACTUAL INTEREST STATEMENT</b>  <b>NADC FORM C-3</b>	POSTMARK DATE	
		MICROFILM NUMBER	
BEFORE COMPLETING THIS FORM READ THE FILING REQUIREMENTS ON PAGE 3		OFFICE USE ONLY	

- A local officer with an interest in any contract to which his or her governing body or anyone for its benefit is a party must disclose the interest on the record of the governing body responsible for approving the contract, or in writing by filing this form.
- File with the person charged with keeping records for the governing body involved in the contract prior to official consideration of the contract.
- Persons who fail to disclose their interests or otherwise do not comply with the law are subject to penalties.

**ITEM 1 YOUR NAME ADDRESS AND PHONE NUMBER**

Name Peregoy Marty M. Telephone No. 402-560-2034  
Last First Middle

Address 720 Mulberry St. Peru NE 68421  
STREET ADDRESS OR RURAL ROUTE City STATE ZIP CODE

**ITEM 2 OFFICE OR POSITION, ADDRESS, PHONE, TERM OF OFFICE**

Office or Position: Interim City Clerk and Grant Coordinator Term: March-April 30, 2023

Name of City, County, District, Village, etc: City of Peru, Nemaha County, Nebraska

Address 1414 5<sup>th</sup> Street, Peru, NE 68421 Phone 402-872-6685

**ITEM 3 CONTRACT IN WHICH YOU HAVE AN INTEREST**

A. Names of Contracting Parties: City of Peru, Marty M. Peregoy

B. Body Which Will Consider the Contract: Peru City Council

C. Date Set for Consideration: March 6, 2023

D. Subject Matter and Basic Terms: Temporary duty agreement between the city of Peru, NE and Peru city council member, Marty Peregoy, for the duties of interim city clerk and interim city grant writer.



ITEM 4 NATURE AND EXTENT OF YOUR INTEREST IN THE CONTRACT AND AMOUNT OF CONTRACT (Use ITEM 5, CONTINUATION, if necessary)

I have a business association with the City of Peru for a two month period, March 1 - April 30<sup>th</sup>, 2023, while I hold the position of interim city clerk and interim grant coordinator for the direct fee of 20.50/hour.

ITEM 5 CONTINUATION

Misty M Ferguson  
(Signature)

March 4, 2023  
(Date)

3/10/23, 11:05 AM

Gmail - Independent Contractor Agreement with City Council member

Morgan Ritchie <morganritchie41@gmail.com>



## Independent Contractor Agreement with City Council member

2 messages

Thu, Mar 9, 2023 at 1:02 PM

Morgan Ritchie <morganritchie41@gmail.com>  
To: nadc@nebraska.gov

Mr. Daley,

My name is Morgan Ritchie, I am the city attorney for the City of Peru, Nebraska. I spoke to you on the phone on February 28, 2023 inquiring about the possibility of having a Council member perform the duties of city clerk, on a temporary basis, due to emergency circumstances caused by an unexpected vacancy in the city clerk position. You informed me that we could prepare an independent contractors agreement with the council member specifying the duration, payment, and duties to be performed.

For comfortability purposes, could you please send me confirmation of that in writing? (via email is fine).

Thank you!

--

Morgan Ritchie  
Attorney at Law

Ligouri Law Office  
1118 15th Street  
P.O. Box 99  
Auburn, NE 68305  
Telephone: (402) 274-5484  
Fax: (402) 274-3686

**CONFIDENTIALITY NOTICE**  
Email is not a secure mode of communication and may be accessed by unauthorized persons. This communication originates from Ligouri Law Office, and is protected under the Electronic Communication Privacy Act, 18 U.S.C. 2510-2521. The material in this transmission is either private, confidential or constitutes work product and is intended only for the party to whom addressed. If you are not the intended recipient, be advised that any unauthorized use, disclosure, copying, distribution, or the taking of any action in reliance on this information is strictly prohibited. If you received this communication in error, please notify the sender immediately by e-mail or telephone.

**NOTIFICATION**  
Please be aware that e-mail communication may not be completely secure and may be subject to hackers or mistransmission. There is the possibility that persons or entities not intended to participate in these communications may be able to be intercepted by the wrongful acts of others. Given this notification, if you would prefer communications be delivered or corresponded in a non-electronic format, please advise us of the same through this correspondence or by written correspondence delivered to our office. Thank you.

Fri, Mar 10, 2023 at 10:42 AM

Daley, Frank J Jr <frank.daley@nebraska.gov>  
To: Morgan Ritchie <morganritchie41@gmail.com>

Ms. Ritchie:

You are correct. The city may contract with a city council member to perform services for the city. The council member cannot be a city employee because of the merger of offices statute found at §17-108.02(2). Section 49-14,103.01 of the State statutes provides that certain categories of public officials (including a city council member) may have an interest in a contract with their city if: a) the matter is an agenda item approved by the council; b) the council member discloses his or her interest in the matter on the record; c) the council member does not vote on the matter of entering into the contract; and d) the council member does not vote to pay any claim under the contract.

3/10/23, 11:05 AM

Gmail - Independent Contractor Agreement with City Council member

As we discussed, the council member would be functioning as an independent contractor and not as a city employee. I hope this helps. If you have follow-up questions, please feel free to contact me.

Frank Daley

Executive Director

Nebraska Accountability and Disclosure Commission

P.O. Box 95086

Lincoln, NE 68509

402-471-2522

[frank.daley@nebraska.gov](mailto:frank.daley@nebraska.gov)

[Quoted text hidden]

City of Peru, Nebraska Animal Control Board

Meeting Minutes: December 9, 2022

The meeting was called to order at 9:00 a.m. by the chair, Marty Peregoy.

Members attending were Dorothy Chase, Theresa Westfall and Marty Peregoy. Ken and Shelly Hastings attended as visitors. Ken would like to be on the committee. His name will be given to Mayor Pease.

The returned Nuisance Animal Surveys were reviewed and discussed. Dorothy Chase will follow up with HUA, Theresa Westfall will follow up with Dr. Joy, and Marty Peregoy will follow up with Dr. Bohling. It was discussed that the city of Peru should not transport nuisance animals due to concerns about safety, liability, and personnel needed. It was suggested that pictures of the animal, including date, time and location could be used as evidence of the animal running at large.

~~The group discussed implementing the following fines for animals at large:~~

First offense within a 12-month period: No penalty if licensed. If unlicensed, \$5 late fee if animal is licensed within 30 days; \$25 penalty if animal is not licensed within 30 days.

Second offense within a 12-month period: \$50 regardless of whether or not the animal is licensed.

Third and Subsequent offenses within a 12-month period: \$100 regardless of whether or not the animal is licensed.

The committee discussed using monies assessed from fines for the vaccination, spaying and neutering of feral cats within the city of Peru.

It was decided to check with Auburn to see whether or not they have breeder licensing.

In an attempt to get more student-owned animals licensed, changing the month due from April to January was discussed.

The group discussed checking with local feral cat groups to determine whether or not an alteration/vaccination program might be suitable for the city.

The group discussed implementing poultry limits of ten females, no males within the city limits.

Group members Theresa Westfall and Marty Peregoy will write a series of articles on issues in animal care for the local paper: The dangers of unvaccinated animals, unlicensed animals, nuisance animals, animals with heartworms/tapeworms, and unneutered animals to the community.

The City Council will be asked to vote on animals running at large fines, poultry limits, changing the licensing date over a period of two years, and using fines for feral cat care.

The committee meeting adjourned at 10:45.

Respectfully submitted,

Marty Peregoy



## Pinpoint Communications Receives Nebraska Broadband Bridge Program Grant Funding

January 14, 2022 (Cambridge) – The Nebraska Public Service Commission recently approved an Order awarding 60 grants to 19 providers totaling nearly \$18 million from the Nebraska Broadband Bridge Program (NBBP). In total, Pinpoint Communications received more than \$2.2 million in funding (breakdown by location is as follows):

- Gothenburg East - \$222,159.00
- Harlan County Naponee - \$363,024
- McCook North East - \$181,141.25
- Nemaha County - \$870,400
- Orleans - \$242,607.50
- Peru - \$150,596.50
- Stamford - \$111,301.25
- Wilsonville - \$76,700

“Pinpoint is proud to continue their mission of providing high-speed broadband in our underserved areas of Nebraska,” said Tom Shoemaker, Pinpoint president. “We are thankful to receive this grant funding for 50% of the cost of our expansion efforts and look forward to serving these new customers.”

Pinpoint is slated to have the projects complete in 18 months from the date of the order by the Commission. The added investment will reach an estimated 1,100 homes throughout these areas.

Created by the Nebraska Broadband Bridge Act (Neb. Rev. Stat. § 86-1301- 86-1310) the NBBP provides up to \$40 million dollars over two grant cycles for the deployment of broadband networks capable of at least 100/100 Mbps (up/down) in unserved and underserved areas of the state.

For more information, visit [pnpt.com](http://pnpt.com).

###

*About Pinpoint: Pinpoint is a communications services company operating under the umbrella of Pinpoint Holdings, Inc., a Nebraska company, which owns and operates telecommunications services through its various subsidiaries. Pinpoint is headquartered in Cambridge, NE, with offices in McCook, Auburn, Alma, Gothenburg, and Nebraska City NE through which they provide telephone, video, Fiber connected Internet, long distance, and fixed wireless services. Pinpoint has deployed and manages an all-fiber network in the communities of Cambridge, Bartley, Gothenburg, Oxford, Auburn, Alma, Beaver City, Republican City, Auburn, Nebraska City, and Syracuse Nebraska. While focusing on the expansion of fiber into communities within the State of Nebraska and serving as the voice for rural fiber broadband development Pinpoint continues to implement networks for all to gain from the benefits of having high quality, state of the art fiber optic assets. Pinpoint has been in business for nearly 30 years and was started out of Cambridge Telephone, which has been in business for more than 100 years.*

611 Patterson St.  
Cambridge, NE 69022

(308) 697-7678  
(800) 793-2788

info@pnpt.com  
[www.pnpt.com](http://www.pnpt.com)



Phone



Internet



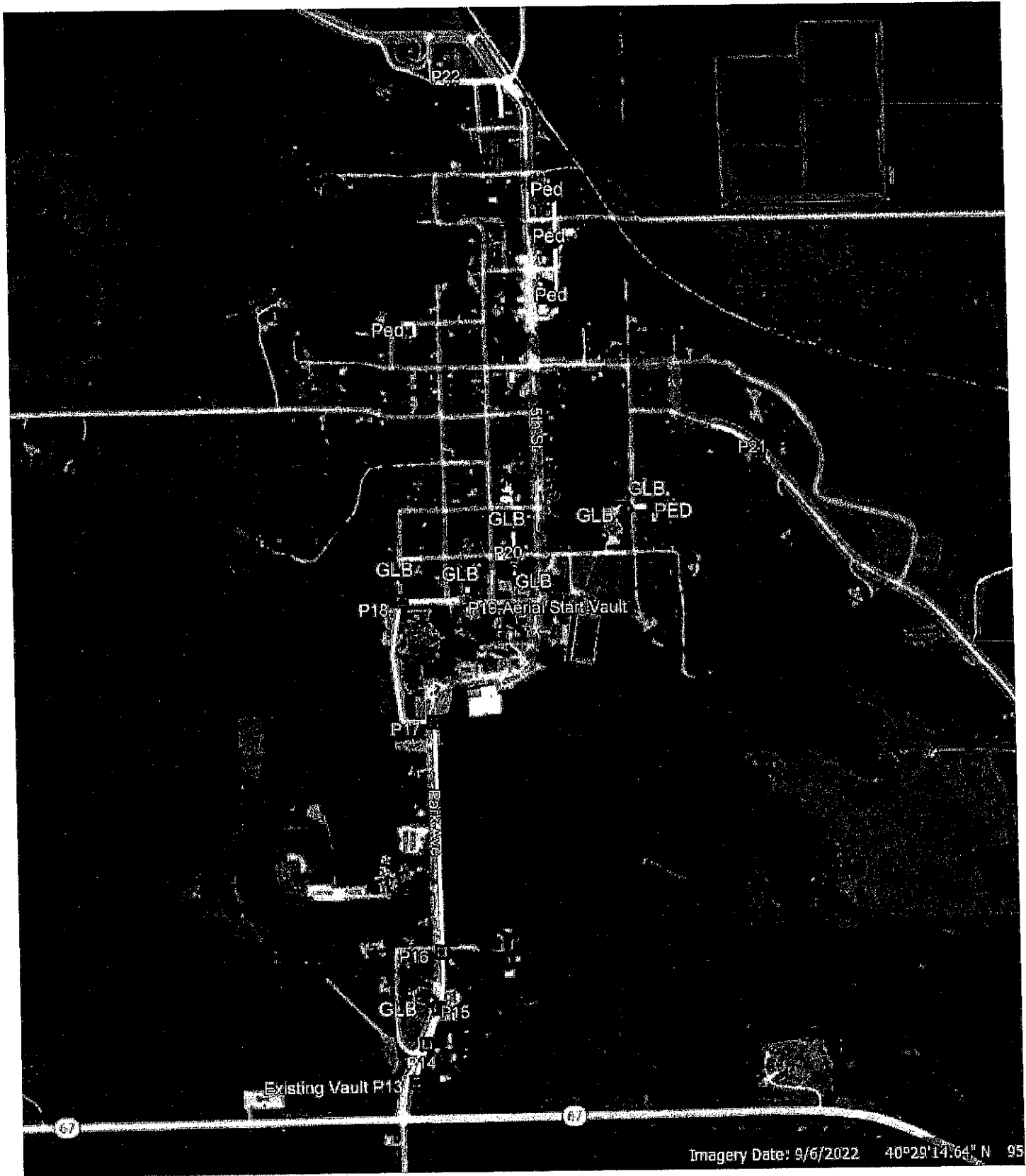
TV



Business



Peru Underground Bore Map



NBBP Project  
Peru, NE  
Nemaha County

Tom Shoemaker  
Pinpoint – President  
308-695-8667  
tom.shoemaker@pnpt.com

Mark Bennett  
Pinpoint – Outside Plant Construction Supervisor  
308-920-0136  
mark.bennett@pnpt.com

Renee Holtze  
Pinpoint – Permitting  
308-695-7089  
renee.holtze@pnpt.com



611 Patterson St.  
Cambridge, NE 69022

(308) 697-7678  
(800) 793-2788

info@pnpt.com  
www.pnpt.com



103 Eastside Boulevard  
Beatrice, Nebraska 68310

(402) 223-1376 toll free (888) 989-9417  
FAX (402) 223-2143

[www.BlueRiversAAA.org](http://www.BlueRiversAAA.org)



Follow us on Facebook: BlueRivers AAA

# Blue Rivers

## Area Agency on Aging

Serving Gage, Jefferson, Johnson, Nemaha, Otoe, Pawnee, Richardson and Thayer Counties

### SERVICES TO ASSIST WITH INDEPENDENT LIVING

**PUBLIC TRANSPORTATION** — Leave the driving to us! Whether you need transportation for medical appointments, shopping, visiting friends and relatives, hair appointments or just to go for a ride, call us to arrange your trip. In-town and out-of-town schedules available.

**MEALS** — Delicious hot noon meals are served in Senior Centers plus we provide social, recreational, wellness and educational programming. Home-delivered meals are available for those unable to come to center.

**HANDYMAN/HOUSEKEEPER** — Lawn mowing, minor in-home repairs, assistance with cleaning, laundry and shopping, are just some of the services we can provide.

**LEGAL SERVICES** — Coordinated referral and information when you need it.

**INFORMATION & ASSISTANCE** — Information and connection to services available in your area.

**OUTREACH** — Providing awareness of services available through public interaction and our speakers bureau.

**CARE MANAGEMENT** — Promoting independent living through a coordinated balance of family and community care resources.

**HEALTH PROMOTION AND EDUCATION** — Providing information on health and nutrition related topics. Presentations at Senior Centers and evidence-based falls prevention and caregiving support programs available.

**ADRC NEBRASKA** — The Aging and Disability Resource Center provides information, assistance and education on community services and long-term care options for Seniors (age 60+), people of all ages with a disability, as well as family members, caregivers and advocates.

### FOR MORE INFORMATION:

CONTACT US AT THE ADDRESS AND PHONE ABOVE,  
VISIT OR CALL ANY SENIOR CENTER OR PUBLIC TRANSPORTATION OFFICE LISTED ON THE REVERSE  
SIDE, OR CHECK OUT OUR WEBSITE OR FACEBOOK PAGE!



A Member of



Nebraska Association  
of Area Agencies  
on Aging

Blue Rivers  
Public Transportation



**BLUE RIVERS AREA AGENCY ON AGING  
BLUE RIVERS PUBLIC TRANSPORTATION and ADRC NEBRASKA**

**GAGE COUNTY**

Beatrice Senior  
Center 101 N 25th St  
Beatrice, NE 68310  
**(402) 223-3055**

Blue Rivers Public Transportation - Beatrice  
103 Eastside Blvd  
Beatrice, NE 68310  
**(402) 223-1357**

Cortland Senior Center  
W 5th St (Community Building)  
Cortland, NE 68331  
**(402) 223-1376**

Plymouth Community Center  
317 Main St.  
Plymouth, NE 68424  
**(269)358-2998**

Wymore Senior Center & Blue Rivers Public  
Transportation 118 E. D St  
Wymore, NE 68466  
**(402) 645-3525**

**JEFFERSON COUNTY**

Fairbury Senior Center 601 City Park Rd  
Fairbury, NE 68352  
**(402) 729-5258**

Blue Rivers Public Transportation  
**(402) 729-6475**

**JOHNSON COUNTY**

SENCA Senior Center 172 S 4th St  
Tecumseh, NE 68450  
**(402) 335-2134**

Sterling Senior Center  
130 Broadway  
Sterling, NE 68443  
**(402) 866-2050**

**NEMAHA COUNTY**

Auburn Senior Center  
1101 J St  
Auburn, NE 68305  
**(402) 274-4677**

Blue Rivers Public Transportation  
**(402) 274-5365**

**OTOE COUNTY**

Douglas Senior  
Center 200 Main St  
Douglas, NE 68344  
**(402) 799-2300**

Palmyra Senior  
Center 425 C St  
Palmyra, NE 68418  
**(402) 780-5606**

**OTOE COUNTY (continued)**

Syracuse Senior Center

303 Railroad Ave  
Syracuse, NE 68446  
**(402) 269-2957**

Blue Rivers Public Transportation - Syracuse  
**(402) 269-5129**

Nebraska City Senior  
Center 200 N 3rd St  
Nebraska City, NE 68410  
**(402) 873-1525**

Blue Rivers Public Transportation - Nebraska City  
713 Central Ave. Ste. B  
Nebraska City, NE 68410  
**(402) 873-3055**

**PAWNEE COUNTY**

Table Rock Senior Center  
402 Luzerne St  
Table Rock, NE 68447  
**(402) 839-2060**

**RICHARDSON COUNTY**

Falls City Senior Center  
221 W 16th St  
Falls City, NE 68355  
**(402) 245-3871**

**THAYER COUNTY**

Davenport Senior  
Center 110 S Linden  
Ave Davenport, NE  
68335  
**(402) 364-2449**

Deshler Senior  
Center 4th & Hebron  
St Deshler, NE  
68340  
**(402) 365-7698**

Hebron Senior Center & Blue Rivers Public Transportation  
425 Lincoln Avenue  
Hebron, NE 68370  
**(402) 768-6052**

*Home delivered meals may be  
available in communities not served  
by a Senior Center. Call 402-223-1376  
for more information.*

***We're only a phone call  
away!***

ORDINANCE NO. 2023-02

AN ORDINANCE AMENDING MUNICIPAL CODE OF THE CITY OF PERU, NEBRASKA SECTION 10.17 RELATING TO LOCAL CHANGES TO THE CODE OF ORDINANCES; REPEALING THE ORIGINAL SECTION 10.17 OF THE MUNICIPAL CODE OF PERU, NEBRASKA; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OR POSTING OF THE ORDINANCE.

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

SECTION 1. Section 10.17, of the Peru Municipal Code shall be amended to read as follows:

“§10.17 LOCAL CHANGES TO THIS CODE OF ORDINANCES.

Any provision of this code of ordinances may be repealed, modified, or superseded by an ordinance passed by the City Council.”

SECTION 2. That all other sections of Chapter 10 of the Municipal Code of the City of Peru, Nebraska not in conflict herewith, shall remain in full force and effect.

SECTION 3. That any other ordinance or section thereof passed or approved prior to the passage, approval, and publication or posting of this ordinance that is in direct conflict herewith is hereby repealed.

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

Passed and approve this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
David Pease, Mayor of  
City of Peru, Nebraska

ATTEST:

\_\_\_\_\_  
Angela Allgood, Deputy Clerk  
For the City of Peru, Nebraska

(Seal)

Approved as to Form & Legality:

\_\_\_\_\_  
City Attorney

ORDINANCE RECORD

"3-Readings"

First Reading

1. The introduction of the proposed Ordinance is now in order.
2. Need a Motion & a Second that the minutes of these proceedings will be kept in a separate and distinct volume known as the "Ordinance Record of the City of Peru".  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_
3. Roll Call. Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_ Motion: \_\_\_\_\_
4. Need a Council Member to introduce the proposed Ordinance. \_\_\_\_\_ (just read the Ordinance number)
5. Proposed Ordinance No. \_\_\_\_\_ now comes on for First Reading.
6. Need a Council Member to read Ordinance No. \_\_\_\_\_.
7. Need a Motion & a Second that said proposed Ordinance No. \_\_\_\_\_ be approved on its first reading and its title agreed to.  
Motion: \_\_\_\_\_ Second: \_\_\_\_\_
8. Roll Call. Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_ Motion: \_\_\_\_\_
9. I declare said Ordinance No. \_\_\_\_\_ approved on its first reading and its title agreed to.

ORDINANCE NO.2023-03

OF THE CITY OF PERU, NEMAHA COUNTY, NEBRASKA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERU, NEBRASKA, AMENDING THE ORIGINAL CHAPTER 93 OF THE MUNICIPAL CODE OF THE CITY OF PERU, NEBRASKA CODE OF ORDINANCES BY ADDING AN ADDITIONAL SECTION WHICH SHALL BE ENTITLED "93.5 KEEPING OF POULTRY"; DEFINING POULTRY AND CREATING POLICIES FOR KEEPING POULTRY WITHIN CITY LIMITS; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT MATTER HEREIN; SETTING AN EFFECTIVE DATE HEREOF AND ORDERING THE PUBLICATION OR OPOSTING OF THE ORDINANCE.

WHEREAS, the City of Peru, Nebraska Code of Ordinances ("Code") §93 entitled "Animals" is silent as to the restrictions and limitations of the keeping of poultry within the City Limits of Peru, Nebraska.

WHEREAS, residents of the City of Peru, Nebraska have expressed an interest in keeping poultry within City limits.

WHEREAS, definite statements need to be made in order to establish a policy pertaining to keeping poultry within the City limits to provide standards and ensure conformity in keeping poultry within the City limits, for the benefit of the City of Peru and its residents.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PERU, NEBRASKA;

SECTION 1. That Section 93, of the City of Peru, Nebraska Municipal Code shall be amended, adding Section 93.5 "Keeping of Poultry", which shall read:

§93.5. Keeping of Poultry

A. **POULTRY** shall be defined as domestic fowl, which shall include any two legged, feathered, winged creatures, but specifically excluding Guineas.

B. Poultry may be kept within the zoning jurisdiction of the City of Peru, Nebraska subject to the conditions set forth herein.

C. Any person who keeps or houses poultry on his or her property shall comply with all of the following requirements:

1. No more than ten (10) hens (female poultry) may be kept on any one lot. Any poultry under the age of thirty (30) days are excluded from this number.
2. The principal use of the property, in which poultry may be kept, shall be a single-family dwelling.
3. No person shall keep any rooster (male poultry).
4. No person shall slaughter any poultry within the City limits.
5. The poultry shall be provided with a covered enclosure. Such covered enclosure (or coop) shall contain at least four (4) square feet of floor area per hen (female poultry), and the fenced enclosure shall provide at least ten (10) square feet of open area per hen (female poultry). No covered

D. Noise. The keeping of any poultry, which by causing frequent or long, continued noise shall disturb the comfort or repose of any person in the vicinity shall be a violation of City Code and deemed a public nuisance.

Penalty, see §10.99

***Cross reference:***

*Defining nuisance, see §91.20*

*Authority to obtain injunction against nuisance, see §10.99*

Section 2. All other sections of Chapter 93 of the Municipal Code of the City of Peru, Nebraska, shall remain in full force and effect herein.

Section 3. Any other Ordinance or section passed and approved to passage, approval, and publication of this Ordinance and in conflict with its provisions shall be repealed.

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

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
David Pease, Mayor of  
City of Peru, Nebraska

ATTEST:

\_\_\_\_\_  
Angela Allgood, Deputy City Clerk  
for the City of Peru, Nebraska

(Seal)

Approved as to Form & Legality:

\_\_\_\_\_  
City Attorney

**CHANGE ORDER NO.: 4**

Owner: **City of Peru, Nebraska**      Owner's Project No.:  
 Engineer: **JEO Consulting Group, Inc.**      Engineer's Project No.: **191141.06**  
 Contractor: **Carstensen's Contracting, Inc.**      Contractor's Project No.: **22210**

Project: **2021 Water System Improvements; SRF Project No. D311688**

Contract Name:  
 Date Issued: **3/14/2023**      Effective Date of Change Order:      Date Signed by Owner

The Contract is modified as follows upon execution of this Change Order:

Description:

- (1) Incorporation of Work Change Directive No. 5 and No. 6 to the contract.
- (2) Addition of 400 LF of bid item B8 - "8" PVC Water Main, DR 18, RJ, Directionally Bored to the contract. These bores were added under gas crossings.
- (3) Deduction of 400 LF of bid item B7 - "8" PVC Water Main, DR 18, RJ, Trenched from the contract.

Attachments:

**Work Change Directive No. 5 and No. 6**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>5,716,872.00</u>	Original Contract Times: Substantial Completion: <u>December 15, 2023</u> Ready for final payment: <u>June 1, 2024</u>
Net change from previously approved Change Orders No. [1] to No. [3]: \$ <u>38,610.00</u>	Net change from previously approved Change Orders [-] to No. [-]: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ <u>5,755,482.00</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
Net change for this Change Order: \$ <u>5,040.00</u>	Net change for this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ <u>5,760,522.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 15, 2023</u> Ready for final payment: <u>June 1, 2024</u>

Recommended by Engineer (if required)

Authorized by Owner

By: *Marshall Rasmussen* \_\_\_\_\_  
 Title: Project Engineer \_\_\_\_\_  
 Date: 3/14/2023 \_\_\_\_\_

Accepted by Contractor

Approved by Funding Agency (if applicable)

By: *Nate O'Bryan* \_\_\_\_\_  
 Title: Project Coordinator \_\_\_\_\_  
 Date: 3/14/2023 \_\_\_\_\_

EJCDC® C 941, Change Order.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.

# Change Order Estimate - Unit Price Work

**JEO Project Name:** 2021 Water System Improvements; SRF  
**Project No. D311688**  
**JEO Project Number:** 191141.06  
**City of Peru, Nebraska**  
**Change Order Number:** 4  
**Contractor:** Carstensen's Contracting, Inc.  
**Effective Date:**  
**Date Signed by Owner:**

Bid Item No.	Item Description	Change Order Information				Total Value of Item (\$)
		Item Quantity	Units	Unit Price		
B7	8" PVC Water Main, DR 18, RJ, Trenched	(400)	LF	\$14.00		(\$5,600.00)
B8	8" PVC Water Main, DR 18, RJ, Directionally Bored	400	LF	\$62.00		\$24,800.00
B13	18" Steel Casing, 0.3125" Thickness, Jack and Bore	(360)	LF	\$520.00		(\$187,200.00)
WCD5.1	18" Steel Casing, 0.3125" Thickness, Directionally Bored	360	LF	\$470.00		\$169,200.00
B16	10" Gate Valve and Box, MJ	(1)	EA	\$4,250.00		(\$4,250.00)
B26	10" x 10" x 10" Tee, MJ	(1)	EA	\$2,000.00		(\$2,000.00)
WCD6.1	10" x 10" Wet Tap and 10" Gate Valve, FL x MJ, and Box	1	EA	\$6,340.00		\$6,340.00
WCD6.2	6" Fire Hydrant Assembly	1	EA	\$3,750.00		\$3,750.00
<b>Total:</b>						<b>\$5,040.00</b>



# Work Change Directive

WORK CHANGE DIRECTIVE NO. | 5  
 DATE | 3/3/2023  
 PROJECT | 2021 Water System Improvements  
 JEO PROJECT NO. | 191141.06  
 LOCATION | Peru, NE  
 OWNER | City of Peru  
 CONTRACTOR | Carstensen Contracting, Inc.

You are directed to proceed promptly with the following change(s):

**Description**  
Remove 360 LF of 18" Steel Casing, 0.3125" Thickness, Jack and Bore from STA 28+74 to 32+34 from the contract.  
Add 360 LF of 18" Steel Casing, 0.3125" Thickness, Directionally Bored from STA 28+74 to 32+34 to the contract.

**Purpose of Change Directive** This change in construction method was proposed by the Contractor to save time and money when installing the 18" steel casing under the railroad tracks. A revised undercrossing permit was executed with the railroad and attached to this work change directive.  
**Attachment(s)** Revised PF1.4, 22210-005 RFP - Jack & Bore, and 0780989 (3302-30) Supplement Executed

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

**Method of Determining Change in Contract Price**  
 Unit Prices  
 Lump Sum  
 Other \_\_\_\_\_

**Method of Determining Change in Contract Times**  
 CONTRACTOR's Records  
 ENGINEER's Records  
 Other \_\_\_\_\_

**Estimated Increase (Decrease) in Contract Price**  
 \$ (18,000.00)

**Estimated Increase (Decrease) in Contract Times**  
0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Recommended:

Authorized:

Accepted:

*Michael Harris*  
 ENGINEER  
3/3/2023  
 Date

*Don Pear*  
 OWNER  
3/6/23  
 Date

*Neil O'Bryan*  
 CONTRACTOR  
3/3/2023  
 Date

cc: Project Manager, Resident Project Representative, Contractor, Owner



# Work Change Directive Estimate

JEO Project Name: 191141	JEO Project Number: 191141.06				
Owner: City of Peru, Nebraska	Work Change Directive Number: 5				
Contractor: Carstensen Contracting, Inc.	Date Signed by Owner				
	Effective Date:				
Change Order Information					
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)
B13	18" Steel Casing, 0.3125" Thickness, Jack and Bore	(360)	LF	\$520.00	(\$187,200.00)
WCD5.1	18" Steel Casing, 0.3125" Thickness, Directionally Bored	360	LF	\$470.00	\$169,200.00
		<b>Total</b>			<b>(\$18,000.00)</b>

Engineer Project ID #191141.06  
Project Name: 2021 Peru Nebraska  
Water Improvements  
CCI Project ID # 22210  
Request for Proposal # 005

February 23, 2023

*Mr. Merrett Lane*  
JEO Consulting Group  
11213 Davenport Street; St. 200  
Omaha, NE 68154

Dear Mr. Lane;

Carstensen Contracting Inc. (CCI), in reference to the "2021 Water System Improvements – Peru Nebraska" project, would like to propose the following for your consideration.

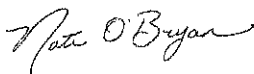
In relation to bores called out as utilizing the "Jack & Bore" installation method (Exhibit 1), CCI would like to propose using Horizontal Directional Drilling method in lieu of Jack and Bore.

In exchange for the proposed changes, CCI is offering a \$50.00 /LF credit to the owner based on the reduced anticipated installation costs.

Please feel free to reach out if you have any questions or concerns.

CCI appreciates your time and consideration and kindly requests your input prior to or on Feb 28<sup>th</sup>, 2023.

Sincerely,



Nate O'Bryan  
Project Coordinator  
Carstensen Contracting Inc.

## Exhibit 1

Bore #	Carrier	CURRENT, Casing	CURRENT, Type of Bore	Bid item	Carrier Length	Casing Length	Station Start	Station End	Page Number
4	8" PVC DR14	18" Steel Casing	Jack and Bore	13	360	360	28+74	32+34	PP1.4
<del>29</del>	<del>8" PVC DR18</del>	<del>18" Steel Casing</del>	<del>Jack and Bore</del>	<del>13</del>	<del>190</del>	<del>190</del>	<del>718+63</del>	<del>720+53</del>	<del>PP3.4</del>

## SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on February 23, 2023, between UNION PACIFIC RAILROAD ("Licensor") and CITY OF PERU, whose address is 614 5th Street, Po Box 369, Peru, Nebraska 68421 ("Licensee").

### RECITALS:

By instrument dated November 3, 2021, Licensor and Licensee, or their predecessors in interest, entered into an agreement ("Basic Agreement"), identified as Audit No. 305175, at Auburn, Nebraska.

### AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

#### Article 1. SUBSTITUTION OF PRINT.

The print dated February 23, 2023, attached hereto as Exhibit 'A', shall be and hereby is substituted for the print dated October 27, 2021 attached to the Basic Agreement, and from and after the effective date herein whenever the term is used in the Basic Agreement, or any amendment or supplement thereto (if any), such reference shall be deemed to refer to the Exhibit 'A', hereto attached.

#### Article 2. CONSENT TO WORK.

This Supplemental Agreement will serve as notification that the Railroad Company approves of your intentions to perform the work in accordance with Exhibit A.

#### Article 3. EFFECTIVE DATE.

This Supplemental Agreement shall be effective as of February 23, 2023.

#### Article 4. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

#### Article 5. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

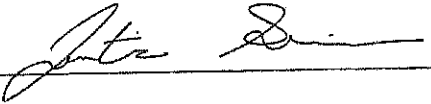
Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services  
Email: [RP.Utility@railpros.com](mailto:RP.Utility@railpros.com)  
Phone (682)223-5271

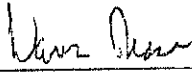
IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement as of the day and year first written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF PERU**

By: 

Justin Soriano  
Analyst Finance

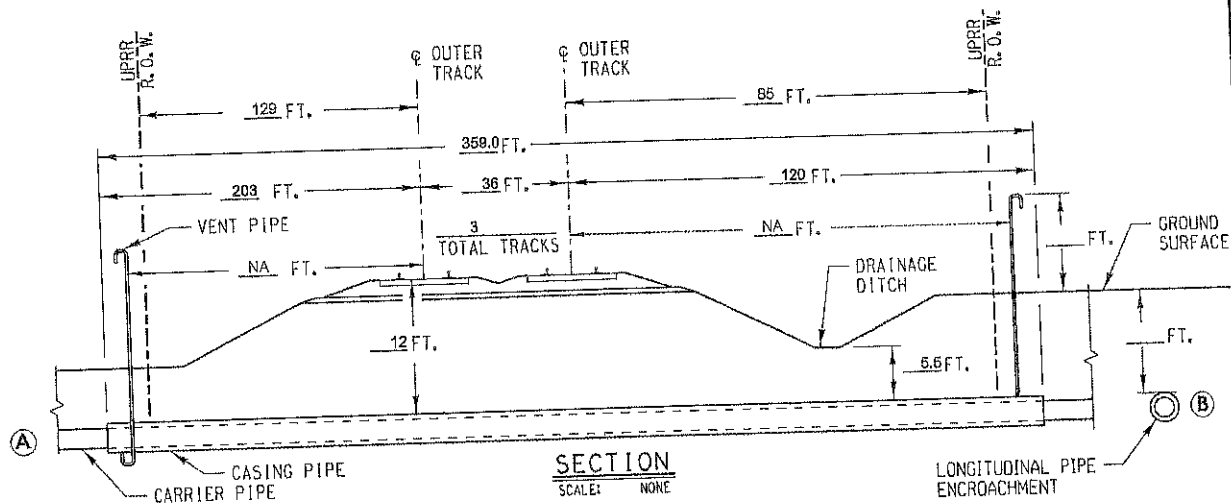
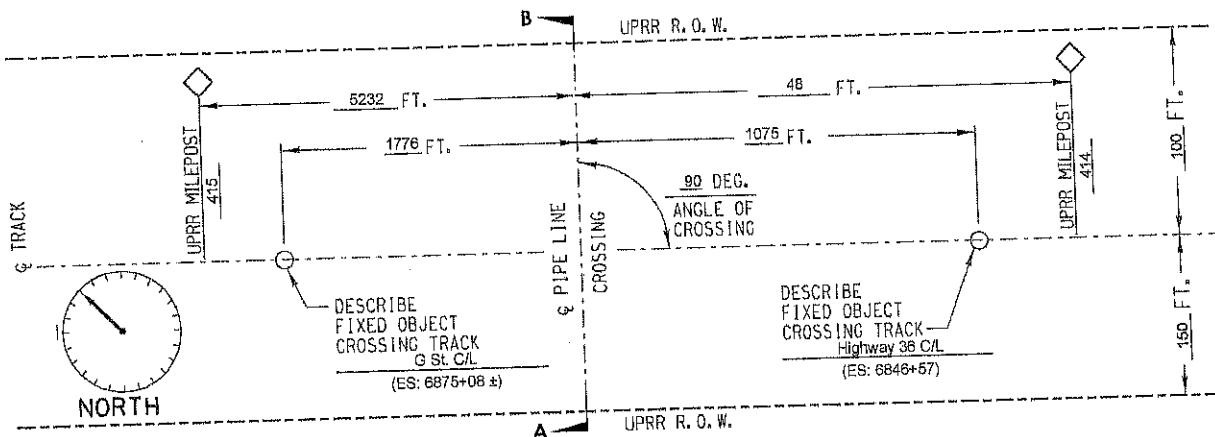
By: 

Name Printed: Dave Pease

Title: Mayor

# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION HDD
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC IF RCP, CLASS V? NA  
 COMMODITY TO BE CONVEYED MUNICIPAL DRINKING WATER  
 OPERATIONAL PRESSURE 290 PSI, MAOP 290 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE 14, DIAMETER 8 IN.  
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE IF RCP, CLASS V? NA  
 TOTAL LENGTH CASING PIPE: 359 FT.  
 WALL THICKNESS 0.3125 IN. DIAMETER 18 IN.  
 CATHODIC/COATING PROTECTION YES  
 CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES  
203 AND 120

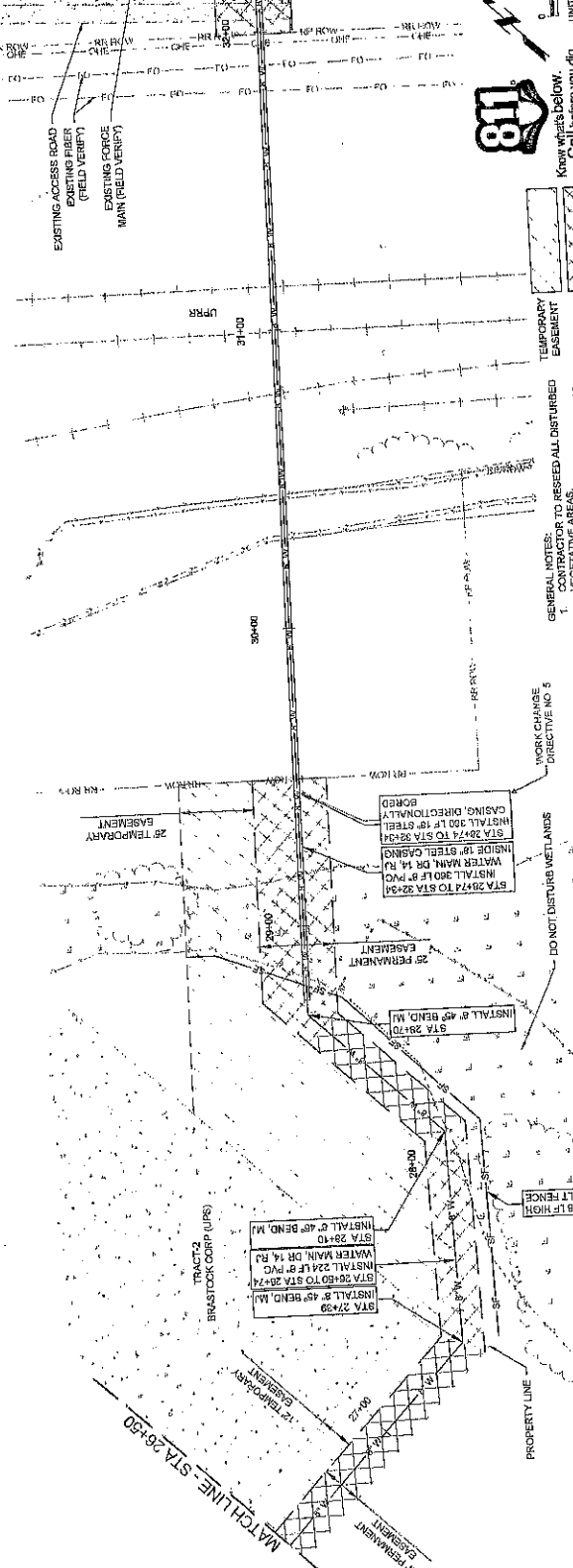


BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: Falls City Sub.	
TRACK TYPE: MAINLINE	
M.P.: 414.01	LAT.: 40.3945
E.S.M.: 6867+32	LONG.: -95.8298
NEAREST CITY: AUBURN	COUNTY: NEMAHA
STATE: NE	
APPLICANT: CITY OF PERU	
FILE NO.: 0330230	DATE: 2/23/2023

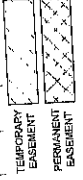
2024  
WATER SYSTEM IMPROVEMENTS  
PERU, NEBRASKA



TRACT 3  
RYAN N. AND ANN M. BECHARD



Know what's below.  
Call before you dig.

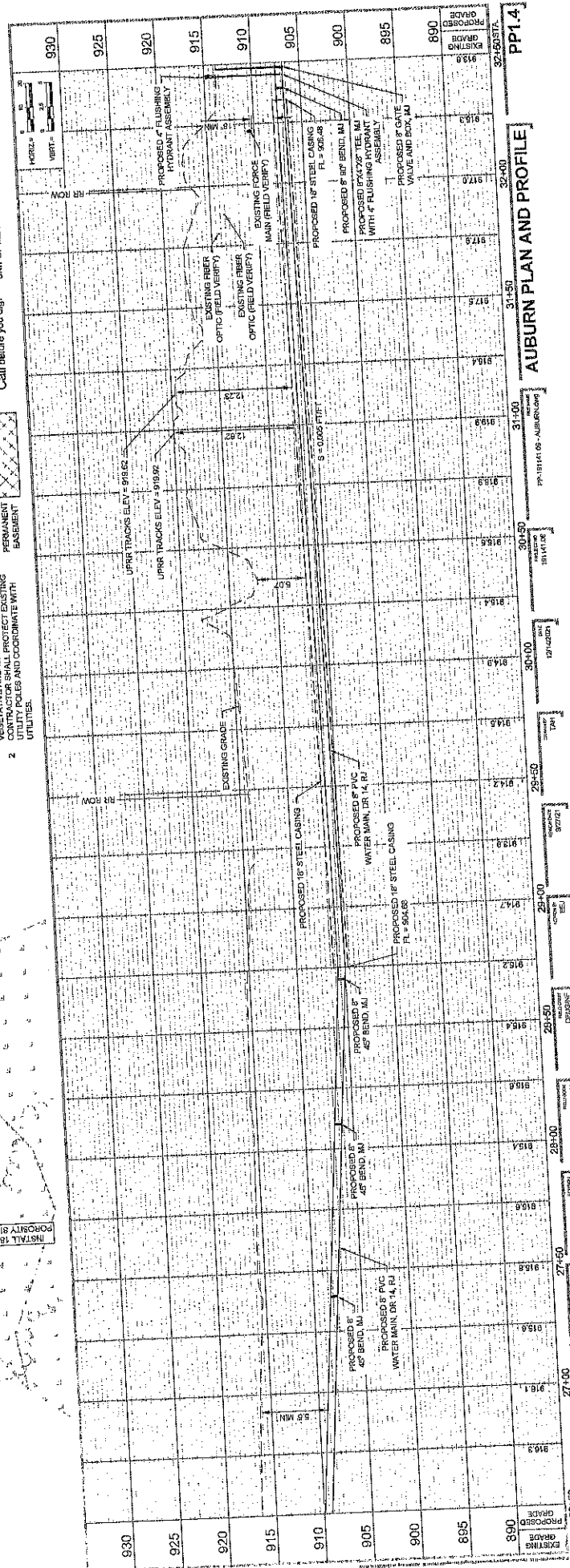


GENERAL NOTES TO RESEE ALL UNDISTURBED VEGETATIVE AREAS. CONTRACTOR SHALL PROTECT EXISTING UTILITY POLES AND COORDINATE WITH UTILITIES.

WORK CHANGE DIRECTIVE NO. 5

DO NOT DISTURB METALS

INSTALL 18\"/>



AUBURN PLAN AND PROFILE

PPI.4



JEO CONSULTING ENGINEERS



# Work Change Directive

**WORK CHANGE DIRECTIVE NO. | 6**  
**DATE | 3/9/2023**  
**PROJECT | 2021 Water System Improvements**  
**JEO PROJECT NO. | 191141.06**  
**LOCATION | Peru, NE**  
**OWNER | City of Peru**  
**CONTRACTOR | Carstensen Contracting, Inc.**

You are directed to proceed promptly with the following change(s):

**Description**  
 Remove bid items B16 - 10" Gate Valve and Box, MJ and B26 - 10" x 10" x 10" Tee, MJ from the contract.  
 Addition of one - 10" x 10" Wet Tap and 10" Gate Valve, FL x MJ, and Box and one - 6" Fire Hydrant Assembly to the contract.

**Purpose of Change Directive** This change was proposed by Auburn Board of Public Works to avoid shutting down parts of the Auburn distribution system when making the tie in at STA 800+00. An old hydrant in the area was also requested to be replaced as part of the project.

**Attachment(s)** Revised PP1.0

If claim is made that the above changes have affected Contract Price or Contract Times, any claim for a Change Order based thereon will involve one or more of the following methods of determining the effect of the changes:

**Method of Determining Change in Contract Price**

- Unit Prices
- Lump Sum
- Other \_\_\_\_\_

**Method of Determining Change in Contract Times**

- CONTRACTOR's Records
- ENGINEER's Records
- Other \_\_\_\_\_

**Estimated Increase (Decrease) in Contract Price**  
 \$ 3,840.00

**Estimated Increase (Decrease) in Contract Times**  
 0 Days

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

**Recommended:**

  
 ENGINEER

3/9/2023  
 Date

**Authorized:**

  
 OWNER

3/13/23  
 Date

**Accepted:**

  
 CONTRACTOR

3/9/2023  
 Date

cc: Project Manager, Resident Project Representative, Contractor, Owner



# Work Change Directive Estimate

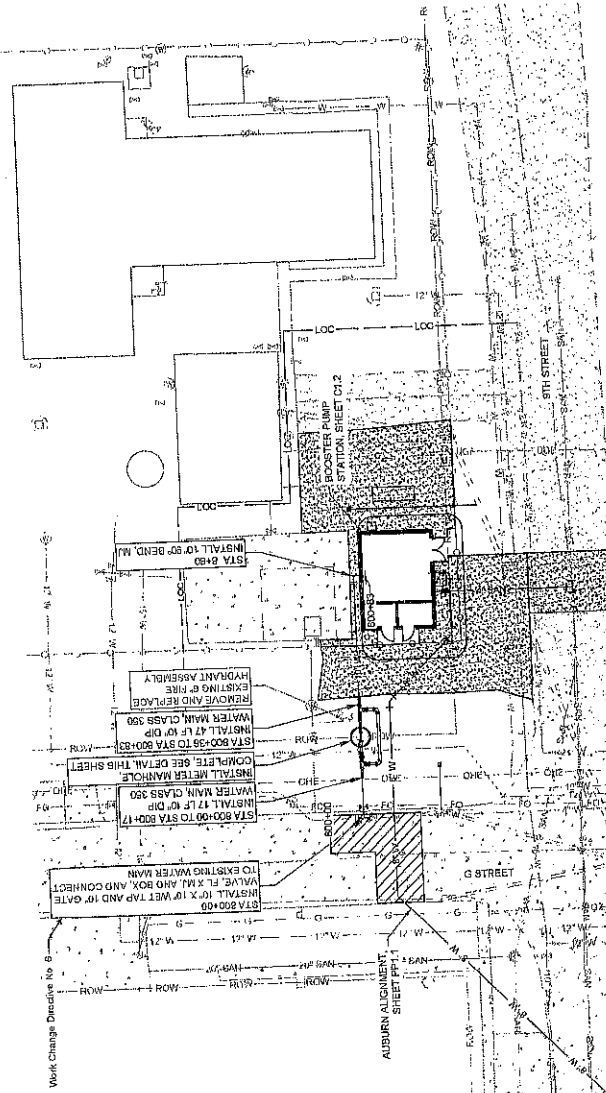
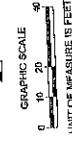
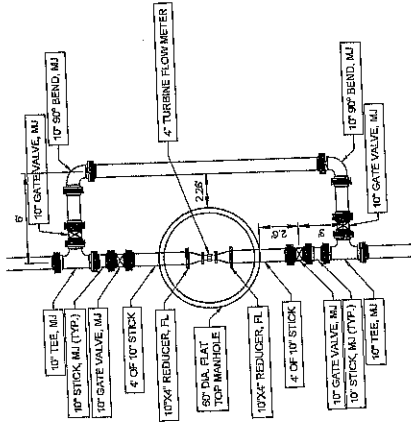
JEO Project Name: 191141	JEO Project Number: 191141.06
Owner: City of Peru, Nebraska	Work Change Directive Number: 6
Contractor: Carstensen Contracting, Inc.	Effective Date: _____ Date Signed by Owner _____

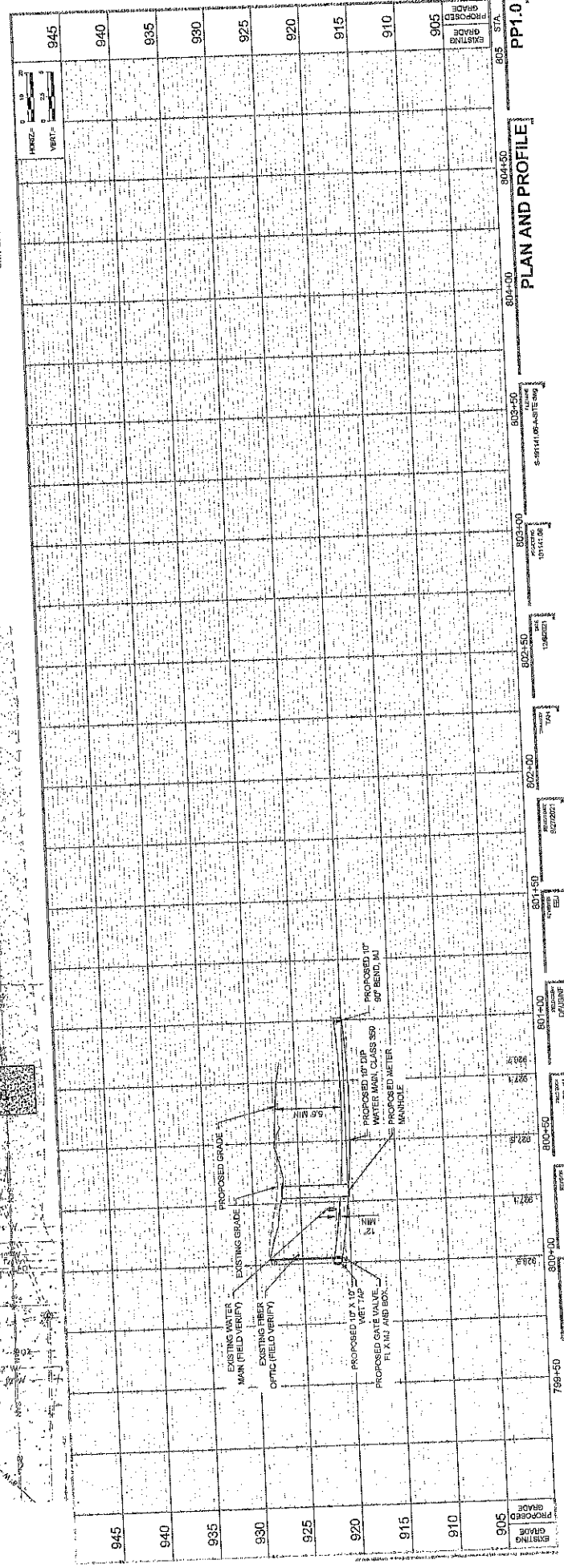
Bid Item No.	Item Description	Change Order Information			Total Value of Item (\$)
		Item Quantity	Units	Unit Price	
B16	10" Gate Valve and Box, MJ	(1)	EA	\$4,250.00	(\$4,250.00)
B26	10" x 10" x 10" Tee, MJ	(1)	EA	\$2,000.00	(\$2,000.00)
WCD6.1	10" x 10" Wet Tap and 10" Gate Valve, FL x MJ, and Box	1	EA	\$6,340.00	\$6,340.00
WCD6.2	6" Fire Hydrant Assembly	1	EA	\$3,750.00	\$3,750.00
<b>Total</b>					<b>\$3,840.00</b>



Know what's below.  
Call before you dig.



Work Change Directive No. 6



**Contractor's Application for Payment**

<b>Owner:</b> City of Peru, Nebraska	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> JEO Consulting Group, Inc.	<b>Engineer's Project No.:</b> 191141.06
<b>Contractor:</b> Carstensen Contracting, Inc.	<b>Contractor's Project No.:</b> 22210
<b>Project:</b> 2021 Peru Water System Improvements, SRF Project No. D311688	
<b>Contract:</b> 2021 Peru Water System Improvements, SRF Project No. D311688	
<b>Application No.:</b> 5	<b>Application Date:</b> 3/3/2023
<b>Application Period:</b> From 2/5/2023 to 2/25/2023	

1. Original Contract Price	\$ 5,716,872.00
2. Net change by Change Orders	\$ 43,650.00
3. Current Contract Price (Line 1 + Line 2)	\$ 5,760,522.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 2,178,569.68
5. Retainage	
a. 5% X \$ 1,804,989.00 Work Completed =	\$ 90,249.45
b. 5% X \$ 373,580.68 Stored Materials =	\$ 18,679.03
c. Total Retainage (Line 5.a + Line 5.b)	\$ 108,928.48
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 2,069,641.20
7. Less previous payments (Line 6 from prior application)	\$ 1,557,589.84
8. Amount due this application	\$ 512,051.36
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)	\$ 3,690,880.80

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Carstensen Contracting, Inc.

**Signature:** Nate O'Bryan *Nate O'Bryan* **Date:** 3/14/2023

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <i>Warren P. ...</i>	<b>By:</b> _____
<b>Title:</b> Project Engineer	<b>Title:</b> _____
<b>Date:</b> 3/14/2023	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



**Progress Estimate - Unit Price Work**

Owner: City of Peru, Nebraska  
 Engineer: JEO Consulting Group, Inc.  
 Contractor: Carstensen Contracting, Inc.  
 Project: 2021 Peru Water System Improvements, SRF Project No. D31.1688  
 Contract: 2021 Peru Water System Improvements, SRF Project No. D31.1688

**Contractor's Application for Payment**

Owner's Project No.: 191141.06  
 Engineer's Project No.: 22210  
 Contractor's Project No.:

Application No.: 5		Application Period: From 02/05/23 to 02/25/23		Application Date: 03/03/23								
Bid Item No.	Description	Contract Information			G	H	I	J	K	L		
		C	D	E							F	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G) (\$)	Materials Stored Currently (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
15	8" Gate Valve and Box, MJ	24	EA	\$ 3,100.00	\$ 74,400.00	11.00	\$ 34,100.00	\$ 34,912.00	\$ 69,012.00	93%	\$ 5,388.00	
16	10" Gate Valve and Box, MJ	1	EA	\$ 4,250.00	\$ 4,250.00					0%	\$ 4,250.00	
17	10" x 8" Wet Tap and 8" Gate Valve, FL x MJ, and box	1	EA	\$ 6,670.00	\$ 6,670.00					36%	\$ 4,240.00	
18	10" 90° Bend, MJ	19	EA	\$ 1,500.00	\$ 1,500.00	4.00	\$ 4,500.00	\$ 3,790.00	\$ 8,290.00	39%	\$ 13,085.00	
19	8" 90° Bend, MJ	17	EA	\$ 1,125.00	\$ 17,850.00	3.00	\$ 3,150.00	\$ 2,883.00	\$ 6,033.00	34%	\$ 11,817.00	
20	8" 45° Bend, MJ	3	EA	\$ 1,025.00	\$ 3,075.00	1.00	\$ 1,025.00	\$ 388.00	\$ 1,413.00	46%	\$ 1,662.00	
21	8" 22.5° Bend, MJ	1	EA	\$ 990.00	\$ 990.00	1.00	\$ 990.00		\$ 990.00	100%	\$ -	
22	8" 1.125° Bend, MJ	1	EA	\$ 1,400.00	\$ 1,400.00	40.00	\$ 56,000.00	\$ 5,720.00	\$ 61,720.00	94%	\$ 4,080.00	
23	8" x 4" x 8" Tee, MJ	47	EA	\$ 1,500.00	\$ 70,500.00				\$ 305.00	20%	\$ 1,195.00	
24	8" x 6" x 8" Tee, MJ	1	EA	\$ 1,900.00	\$ 1,900.00				\$ 704.00	19%	\$ 3,096.00	
25	8" x 8" x 8" Tee, MJ	2	EA	\$ 2,000.00	\$ 4,000.00				\$ 590.00	30%	\$ 1,410.00	
26	10" x 10" x 10" Tee, MJ	21	EA	\$ 5,500.00	\$ 115,500.00				\$ 84,548.11	73%	\$ 30,951.89	
27	4" Flush Hydrant Assembly	1	EA	\$ 7,700.00	\$ 7,700.00				\$ 6,810.00	88%	\$ 890.00	
28	6" Fire Hydrant Assembly	1	EA	\$ 32,200.00	\$ 32,200.00				\$ 9,619.60	30%	\$ 22,580.40	
29	Meter Manhole, Complete	26	EA	\$ 15,000.00	\$ 390,000.00				\$ 39,233.40	10%	\$ 350,766.60	
30	Air Release Manhole, Complete	1	EA	\$ 18,000.00	\$ 18,000.00				\$ 7,023.00	39%	\$ 10,977.00	
31	Leak Detection and Air Release Manhole, Complete	2	EA	\$ 6,800.00	\$ 13,600.00					0%	\$ 13,600.00	
32	HDPE to PVC Transition, Complete	10	LF	\$ 62.00	\$ 620.00					0%	\$ 620.00	
33	Remove and Reset 18" RCP Storm Sewer	1	EA	\$ 2,300.00	\$ 2,300.00					0%	\$ 2,300.00	
34	18" RCP Flared End Section	2	EA	\$ 2,600.00	\$ 5,200.00					0%	\$ 5,200.00	
35	Connect to Existing Water Main	375	SY	\$ 20.00	\$ 7,500.00					0%	\$ 7,500.00	
36	Remove Pavement	375	SY	\$ 195.00	\$ 73,125.00					0%	\$ 73,125.00	
37	7" Concrete Pavement	260	SF	\$ 2.00	\$ 520.00					0%	\$ 520.00	
38	Remove Concrete Sidewalk	260	SF	\$ 18.00	\$ 4,680.00					0%	\$ 4,680.00	
39	4" Concrete Sidewalk	175	TONS	\$ 66.00	\$ 11,550.00					0%	\$ 11,550.00	
40	Crushed Rock Surface Course	325	LF	\$ 29.00	\$ 9,425.00					0%	\$ 9,425.00	
41	Remove and Reset Fence	500	TONS	\$ 54.00	\$ 27,000.00	2.00	\$ 1,080.00		\$ 1,080.00	20%	\$ 4,320.00	
42	Foundation Material	10	EA	\$ 540.00	\$ 5,400.00					0%	\$ 5,400.00	
43	Repair Drain Tile	1	LS	\$ 30,000.00	\$ 30,000.00					0%	\$ 30,000.00	
44	County Road Restoration	80	EA	\$ 950.00	\$ 76,000.00					0%	\$ 76,000.00	
45	Bollard	8	EA	\$ 2,500.00	\$ 20,000.00					0%	\$ 20,000.00	
46	Stabilized Construction Entrance	1	LS	\$ 17,000.00	\$ 17,000.00					0%	\$ 17,000.00	
47	Track and Ground Monitoring	7	DAY	\$ 1,800.00	\$ 12,600.00					0%	\$ 12,600.00	
48	Flagging	1	LS	\$ 30,000.00	\$ 30,000.00	0.50	\$ 15,000.00		\$ 15,000.00	50%	\$ 15,000.00	
49	Traffic Control	1	LS	\$ 25,500.00	\$ 25,500.00	0.50	\$ 12,750.00		\$ 12,750.00	50%	\$ 12,750.00	
50	Cleaning and Grubbing	5,000	LF	\$ 6.00	\$ 30,000.00				\$ 760.00	3%	\$ 29,240.00	
51	Straw Wattle	3,000	LF	\$ 4.00	\$ 12,000.00				\$ 654.00	5%	\$ 11,346.00	
52	Silt Fence, High Porosity	1	LS	\$ 33,000.00	\$ 33,000.00					0%	\$ 33,000.00	
53	Seeding, Fertilizer, and Mulch	1	LS	\$ 2,852,013.00	\$ 2,852,013.00				\$ 299,667.21	58%	\$ 1,193,634.79	
<b>Group B Contract Totals</b>					<b>\$</b>	<b>\$ 1,356,711.00</b>	<b>\$</b>	<b>\$ 299,667.21</b>	<b>\$</b>	<b>\$ 1,656,378.21</b>	<b>58%</b>	<b>\$ 1,193,634.79</b>

**Progress Estimate - Unit Price Work**

**Owner:** City of Peru, Nebraska  
**Engineer:** JFC Consulting Group, Inc.  
**Contractor:** Carstensen Contracting, Inc.  
**Project:** 2021 Peru Water System Improvements, SRF Project No. D311688  
**Contract:** 2021 Peru Water System Improvements, SRF Project No. D311688

**Contractor's Application for Payment**

**Owner's Project No.:** 191141.06  
**Engineer's Project No.:** 22210  
**Contractor's Project No.:**

A Bid Item No.	B Description	C Item Quantity	D Units	E Contract Information		F Value of Bid Item (C X E) (\$)	G Work Completed		H Value of Work Completed to Date (E X G) (\$)	I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
				From	to		Estimated Quantity Incorporated in the Work	Value of Work Completed					
<b>Group C - Metering and Control Building</b>													
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	15,000.00	-	-	-	-	-	0%	15,000.00
2	Bonding and Insurance	1	LS	\$ 10,500.00	\$ 10,500.00	10,500.00	1.00	10,500.00	-	-	10,500.00	100%	-
3	Metering and Control Building, Complete	1	LS	\$ 275,000.00	\$ 275,000.00	275,000.00	-	-	-	-	-	0%	275,000.00
4	Interior Piping, Complete	1	LS	\$ 60,300.00	\$ 60,300.00	60,300.00	-	-	-	14,947.00	14,947.00	25%	45,353.00
5	Backup Generator, Complete	1	LS	\$ 85,000.00	\$ 85,000.00	85,000.00	-	-	-	-	-	0%	85,000.00
6	8' x 2' Saddle	1	EA	\$ 970.00	\$ 970.00	970.00	-	-	-	-	-	0%	970.00
7	2" Corporation Stop	1	EA	\$ 700.00	\$ 700.00	700.00	-	-	-	-	-	0%	700.00
8	2" PE Water Service (SDR 7)	35	LF	\$ 33.00	\$ 1,155.00	1,155.00	-	-	-	819.96	819.96	73%	305.04
9	2" Curb Stop and Box	1	EA	\$ 1,125.00	\$ 1,125.00	1,125.00	-	-	-	952.56	952.56	6%	15,047.44
10	4" PVC Sanitary Sewer Service, SDR 26	200	LF	\$ 80.00	\$ 16,000.00	16,000.00	-	-	-	240.00	240.00	1%	1,360.00
11	4" Double Cleanout	1	EA	\$ 1,600.00	\$ 1,600.00	1,600.00	-	-	-	-	-	0%	1,600.00
12	8' x 4' Wye, PVC	1	EA	\$ 220.00	\$ 220.00	220.00	-	-	-	130.00	130.00	12%	970.00
13	Connect to Existing Sanitary Sewer Main	1	EA	\$ 1,100.00	\$ 1,100.00	1,100.00	-	-	-	-	-	0%	1,100.00
14	8' Chain Link Fence	48	LF	\$ 78.00	\$ 3,744.00	3,744.00	-	-	-	-	-	0%	3,744.00
15	4" Wide Swing Gate	1	EA	\$ 1,400.00	\$ 1,400.00	1,400.00	-	-	-	-	-	0%	1,400.00
16	Remove Pavement	50	SY	\$ 20.00	\$ 1,000.00	1,000.00	-	-	-	-	-	0%	1,000.00
17	7" Concrete Pavement	50	SY	\$ 190.00	\$ 9,500.00	9,500.00	-	-	-	-	-	0%	9,500.00
18	Remove Concrete Sidewalk	170	SF	\$ 2.00	\$ 340.00	340.00	-	-	-	-	-	0%	340.00
19	4" Concrete Sidewalk	170	SF	\$ 18.00	\$ 3,060.00	3,060.00	-	-	-	-	-	0%	3,060.00
20	Crushed Rock Surface Course	75	TONS	\$ 66.00	\$ 4,950.00	4,950.00	-	-	-	-	-	0%	4,950.00
21	Clearing and Grubbing	1	LS	\$ 6,200.00	\$ 6,200.00	6,200.00	-	-	-	-	-	0%	6,200.00
22	Site Grading	1	LS	\$ 3,000.00	\$ 3,000.00	3,000.00	-	-	-	-	-	0%	3,000.00
						<b>Group C Contract Totals</b>	<b>\$ 501,364.00</b>	<b>\$ 10,500.00</b>	<b>\$ 17,089.52</b>	<b>\$ 27,589.52</b>	<b>5%</b>	<b>\$ 474,274.48</b>	
<b>Group D - Demolition</b>													
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00	15,000.00	-	-	-	-	-	0%	15,000.00
2	Bonding and Insurance	1	LS	\$ 7,500.00	\$ 7,500.00	7,500.00	1.00	7,500.00	-	-	7,500.00	100%	-
3	Pre-Demolition Environmental Surveys	2	EA	\$ 1,800.00	\$ 3,600.00	3,600.00	2.00	3,600.00	-	-	3,600.00	100%	-
4	Well 88-1 Abandonment, Complete	1	LS	\$ 8,400.00	\$ 8,400.00	8,400.00	-	-	-	-	-	0%	8,400.00
5	Well 81-1 Abandonment, Complete	1	LS	\$ 8,400.00	\$ 8,400.00	8,400.00	-	-	-	-	-	0%	8,400.00
6	WTP Building Demolition, Complete	1	LS	\$ 125,000.00	\$ 125,000.00	125,000.00	-	-	-	-	-	0%	125,000.00
7	Well 88-1 Building Demolition, Complete	1	LS	\$ 34,000.00	\$ 34,000.00	34,000.00	-	-	-	-	-	0%	34,000.00
8	6" Cap, MJ	1	EA	\$ 1,600.00	\$ 1,600.00	1,600.00	-	-	-	159.00	159.00	10%	1,441.00
9	8" Cap, MJ	2	EA	\$ 2,000.00	\$ 4,000.00	4,000.00	-	-	-	212.00	212.00	5%	3,788.00
10	8' x 2' Saddle	1	EA	\$ 970.00	\$ 970.00	970.00	-	-	-	260.00	260.00	27%	710.00
11	2" Corporation Stop	1	EA	\$ 700.00	\$ 700.00	700.00	-	-	-	-	-	0%	700.00
12	2" Curb Stop and Box	1	EA	\$ 1,200.00	\$ 1,200.00	1,200.00	-	-	-	-	-	0%	1,200.00
13	2" PE Water Service (SDR 7)	1,400	LF	\$ 28.00	\$ 39,200.00	39,200.00	-	-	-	6,421.95	6,421.95	16%	32,778.05
14	Connect to Existing Water Service	1	EA	\$ 1,600.00	\$ 1,600.00	1,600.00	-	-	-	-	-	0%	1,600.00

**Progress Estimate - Unit Price Work** **Contractor's Application for Payment**

**Owner:** City of Peru, Nebraska  
**Engineer:** JEO Consulting Group, Inc.  
**Contractor:** Carstensen Contracting, Inc.  
**Project:** 2021 Peru Water System Improvements, SRF Project No. D311688  
**Contract:** 2021 Peru Water System Improvements, SRF Project No. D311688

**Owner's Project No.:** 191141.06  
**Engineer's Project No.:** 22210  
**Contractor's Project No.:**

Application No.:		5		Application Period:		02/05/23		to		02/25/23		Application Date:		03/03/23						
A	B	C	D	E	F	G	H	I	J	K	L									
Contract Information		Contract Information		Contract Information		Contract Information		Contract Information		Contract Information										
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)									
15	Water Meter Pit, Complete	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	\$ -	\$ -	0%	\$ 10,000.00									
16	Pressure Reducing Valve Pit, Complete	1	LS	\$ 11,200.00	\$ 11,200.00		\$ -	\$ -	\$ -	0%	\$ 11,200.00									
17	Crushed Rock Surface Course	200	TONS	\$ 66.00	\$ 13,200.00		\$ -	\$ -	\$ -	0%	\$ 13,200.00									
18	Seeding, Fertilizer, and Mulch	1	LS	\$ 12,000.00	\$ 12,000.00		\$ -	\$ -	\$ -	0%	\$ 12,000.00									
		<b>Group D Contract Totals</b>		<b>\$ 297,570.00</b>				<b>\$ 11,100.00</b>		<b>\$ 7,952.95</b>		<b>\$ 18,152.95</b>		<b>6%</b>		<b>\$ 279,417.05</b>				
<b>Group E - Control System Improvements</b>																				
1	Mobilization	1	LS	\$ 3,000.00	\$ 3,000.00		\$ -	\$ -	\$ -	0%	\$ 3,000.00									
2	Bonding and Insurance	1	LS	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	\$ -	\$ 4,500.00	100%	\$ -									
3	Control System Improvements, Complete	1	LS	\$ 170,000.00	\$ 170,000.00		\$ -	\$ -	\$ -	0%	\$ 170,000.00									
		<b>Group E Contract Totals</b>		<b>\$ 177,500.00</b>				<b>\$ 4,500.00</b>		<b>\$ -</b>		<b>\$ 4,500.00</b>		<b>3%</b>		<b>\$ 173,000.00</b>				
<b>Group F - Earthen Berm Removal</b>																				
1	Mobilization	1	LS	\$ 9,500.00	\$ 9,500.00		\$ -	\$ -	\$ -	0%	\$ 9,500.00									
2	Bonding and Insurance	1	LS	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%	\$ -									
3	WTP Earthen Berm Removal (Established Quantity)	13,066	CY	\$ 6.00	\$ 78,396.00		\$ -	\$ -	\$ -	0%	\$ 78,396.00									
4	Well 88-1 Earthen Berm Removal (Established Quantity)	2,000	CY	\$ 8.00	\$ 16,000.00		\$ -	\$ -	\$ -	0%	\$ 16,000.00									
5	WPT Gravel Stockpile (Established Quantity)	368	CY	\$ 13.00	\$ 4,784.00		\$ -	\$ -	\$ -	0%	\$ 4,784.00									
6	Well 88-1 Gravel Stockpile (Established Quantity)	9	CY	\$ 17.00	\$ 153.00		\$ -	\$ -	\$ -	0%	\$ 153.00									
		<b>Group F Contract Totals</b>		<b>\$ 111,833.00</b>				<b>\$ 3,000.00</b>		<b>\$ -</b>		<b>\$ 3,000.00</b>		<b>3%</b>		<b>\$ 108,833.00</b>				
		<b>Groups A - F Contract Totals</b>		<b>\$ 5,081,704.00</b>				<b>\$ 1,416,811.00</b>		<b>\$ 355,940.68</b>		<b>\$ 1,772,751.68</b>		<b>35%</b>		<b>\$ 3,308,952.32</b>				
<b>Change Orders</b>																				
WCD1.1	14" Steel Casing, 0.3125" Thickness, Directionally Bored	1,000	LF	\$ 420.00	\$ 420,000.00	720.00	\$ 302,400.00	\$ 17,640.00	\$ 320,040.00	76%	\$ 99,960.00									
WCD1.2	14" Steel Casing, 0.3125" Thickness, Trenched	0	LF	\$ 125.00	\$ -		\$ -	\$ -	\$ -	-	\$ -									
WCD3.1	14" Steel Casing, 0.3125" Thickness, Directionally Bored	80	LF	\$ 400.00	\$ 32,000.00	80.00	\$ 32,000.00	\$ -	\$ 32,000.00	100%	\$ -									
WCD4.1	8" PVC Water Main, DR 14, RJ, Trenched, Tract 8 and 9	2,296	LF	\$ 10.50	\$ 24,108.00	2,296.00	\$ 24,108.00	\$ -	\$ 24,108.00	100%	\$ -									
WCD4.2	8" PVC Water Main, DR 18, RJ, Trenched, Tract 8 and 10	2,580	LF	\$ 11.50	\$ 29,670.00	2,580.00	\$ 29,670.00	\$ -	\$ 29,670.00	100%	\$ -									
WCD5.1	18" Steel Casing, 0.3125" Thickness, Directionally Bored	360	LF	\$ 470.00	\$ 169,200.00		\$ -	\$ -	\$ -	0%	\$ 169,200.00									
WCD6.1	10" x 10" Wet Tap and 10" Gate Valve, FL x MI, and Box	1	EA	\$ 6,340.00	\$ 6,340.00		\$ -	\$ -	\$ -	0%	\$ 6,340.00									
WCD6.2	6" Fire Hydrant Assembly	1	EA	\$ 3,750.00	\$ 3,750.00		\$ -	\$ -	\$ -	0%	\$ 3,750.00									
		<b>Change Order Totals</b>		<b>\$ 685,068.00</b>				<b>\$ 388,178.00</b>		<b>\$ 17,640.00</b>		<b>\$ 405,818.00</b>		<b>59%</b>		<b>\$ 279,250.00</b>				
<b>Original Contract and Change Orders</b>																				
										<b>Project Totals</b>		<b>\$ 5,766,772.00</b>		<b>\$ 373,580.68</b>		<b>\$ 2,178,569.68</b>		<b>38%</b>		<b>\$ 3,588,202.32</b>





**Contractor's Application for Payment**

Owner's Project No.: 191141.05  
 Engineer's Project No.: 22210  
 Contractor's Project No.:

City of Peru, Nebraska  
 JFO Consulting Group, Inc.  
 Carstensen Contracting, Inc.  
 2021 Peru Water System Improvements, SRF Project No. D311688  
 2021 Peru Water System Improvements, SRF Project No. D311688

**Stored Materials Summary**

Owner: City of Peru, Nebraska  
 Engineer: JFO Consulting Group, Inc.  
 Contractor: Carstensen Contracting, Inc.  
 Project: 2021 Peru Water System Improvements, SRF Project No. D311688  
 Contract: 2021 Peru Water System Improvements, SRF Project No. D311688

Application No.: 5		Application Period: From 02/05/23 to 02/25/23		Application Date: 09/09/23								
A	B	C	D	E	F	G	H	I	J	K	L	M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submital No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Materials Stored Amount Stored this Period (\$)	Amount Stored to Date (G + H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J + K) (\$)	Materials Remaining in Storage (I - L) (\$)
B27	87934 08		Valve Box	Field	3	3,780.00		3,780.00				3,780.00
B30	87934 08		Polywrap	Field	3	3,795.88		3,795.88				3,795.88
A9	87934 06		8X6 Tees, 6	Field	3	5,484.00		5,484.00				5,484.00
B30	87934 06		4X2 Blind Flange	Field	3	5,044.00		5,044.00				5,044.00
A9	87934 06		Misc. Fittings	Field	3	10,341.00		10,341.00				10,341.00
B29	87934 10		Flange	Field	4	255.60		255.60				255.60
D13	87934 10		Poly	Field	4	6,421.95		6,421.95				6,421.95
B4	87934 10		Plug	Field	4	639.00		639.00				639.00
B8	87934 11		Long Sleeve	Field	4	7,497.60		7,497.60	1,000.00	2,000.00	3,000.00	4,497.60
B7	87934 11		Pipe Lube	Field	4	703.24		703.24				703.24
B27	87934 12		Flush Hydrants (21)	Field	4	48,084.75		48,084.75				48,084.75
B30	87934 17		Frame, Ring & Covers	Field	4	15,634.20		15,634.20				15,634.20
B4	87934 18		Tracer Wire	Field	5	12,210.23		12,210.23				12,210.23
<b>Totals</b>						<b>\$ 455,887.20</b>	<b>\$ 27,844.43</b>	<b>\$ 483,731.63</b>	<b>\$ 70,237.95</b>	<b>\$ 39,913.00</b>	<b>\$ 110,150.95</b>	<b>\$ 373,580.68</b>

CITY OF PERU, NEMAHA COUNTY, NEBRASKA  
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERU, NE,  
APPROVING AND ADOPTING RIGHT-OF-WAY, EASEMENTS, & THE  
ACQUISITION OF REAL ESTATE FOR THE PERU WATER  
TRANSMISSION MAIN & MUNICIPAL WATER DISTRIBUTION SYSTEM  
BY THE ADOPTION OF THE AGREEMENTS ATTACHED HERETO &  
INCORPORATED HEREIN THIS RESOLUTION; DECLARING THE SAME  
FOR THE NECESSARY NEED AND BENEFIT OF THE CITY OF PERU, NE,  
ITS RESIDENCE & COMMUNITY; PROVIDING A REPEALING CLAUSE;  
PROVIDING A SEVERABILITY CLAUSE; PROVIDING AUTHORIZED  
SIGNERS; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION NO. 2023- 6

WHEREAS, the City of Peru, NE, suffered a catastrophic failure of its water supply system in 2019 due to flooding from the Missouri River which caused immeasurable damage to the City and loss of water service.

WHEREAS, the City of Peru, NE, is currently operating a temporary water treatment system, by rental agreement, which will not meet the needs of the City of Peru, NE and Peru State College on a permanent basis.

WHEREAS, the City of Peru, NE, out of necessity for obtaining fresh drinking water for the Community, Its Residence, and Peru State College, secured a Water Supply Contract with The City of Auburn, NE, Board of Public Works.

WHEREAS, the acquisition of right-of-way, lease(s), easements, and/or real estate is necessary for the City of Peru, NE to maintain a water supply system for the City of Peru, NE, Its Residence, & Peru State College through a water transmission main with the City of Auburn, NE, Board Of Public Works.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR & CITY COUNCIL OF THE CITY OF PERU, NE, THAT:

SECTION 1. That the City Council of Peru, NE. hereby authorizes, adopts, passes, approves, & accepts by the Mayor and City Council of the City of Peru, Nemaha County, Nebraska, the easement agreements, and acquisition payments attached hereto & incorporated herein this Resolution for property(ies) identified herein as Tract 8 and Tract 9.

SECTION 2. That all provisions of the ordinances or resolutions, or parts thereof, of the City of Peru, Nemaha County, Nebraska, in conflict with the

provisions of this Resolution be, and the same are hereby, repealed, and all other provisions no in direct conflict with the provisions of this Resolution shall remain in full force & effect.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase, or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. The Mayor & City Clerk of the City of Peru, Nemaha County, Nebraska, are authorized to sign and verify all Agreements attached to this Resolution and make all acquisition payments to the rightful party(ies) pursuant to the terms of each agreement approved and incorporated herein.

SECTION 5. That this Resolution shall take effect upon passage and approval herein.

DULY RESOLVED, PASSED & APPROVED, this 20th day of March 2023.

---

David Pease, Mayor of  
City of Peru, Nebraska

ATTEST:

---

Clerk for the City of Peru,  
Nebraska (seal)

Attachments: Easement Agreements & Settlement Offer/Donation Form

Landowner: Randall M. & Elizabeth A. Sickel  
2715 Hiland Ave.  
Falls City, NE 68355

Parcel: 8

### SETTLEMENT OFFER

The City of Peru, NE. hereby makes the following Settlement Offer to acquire the easement rights described in the proposed Easement Agreement:

Estimated Fair Market Value of Permanent Easement (0.60 acres x \$8,200.00 fee value x 50% for easement)	\$2,460.00
Temporary Construction Easement (0.00 acres x \$8,200.00 fee value/acre x 8%)	\$ 0.00
Additional Damages (above ground structures, trees)	\$ 0.00
Crop Damages (0.00 acres x County Average for Annual Cash Rent of \$300.00 per acre x 3)*	\$ 0.00
<b>Total Compensation Payable to You:</b>	<b>\$2,460.00</b>

\*Crop Damages. Should construction activities prevent the Landowner from planting a crop in more than one crop year, The City of Peru, NE shall pay Landowner an amount equal to 100 percent of the average cash rent for farmland in the County for each such year. Further, should the construction activity of the City of Peru, NE cause the removal or destruction of a crop already planted by Landowner, The City of Peru, NE shall pay additional reasonable compensation equal to the actual expense incurred by Landowner with respect to same. Landowner is solely responsible for making any necessary arrangements with a tenant, if any, with respect to this settlement.

### ACCEPTANCE

The undersigned, being the Landowner(s) identified above or the authorized representatives of the Landowner(s) hereby accept the above Settlement Offer and with regard to any crop damages.

Date: \_\_\_\_\_  
David Pease, City of Peru

Date: \_\_\_\_\_  
Randall M. Sickel

Date: \_\_\_\_\_  
Elizabeth A. Sickel

(NE)

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of \_\_\_\_\_, 2023, ("Easement Date") between Randall M. Sickel and Elizabeth A. Sickel, husband and wife, ("Grantor" or "Landowner"), 2715 Hiland Ave., Falls City, NE 68355; and The City of Peru, NE ("Grantee" or "THE CITY OF PERU, NE"),

Grantor and Grantee agree as follows:

1. Grant of Easements. The City of Peru, NE is hereby granted a permanent easement as described in Paragraph 2 below (the "Permanent Easement Parcel"), in, on, through and under the real property legally described in attached Exhibit A.

2. Description of Permanent Easement. THE CITY OF PERU, NE is granted a permanent easement ("Permanent Easement") with respect to the Permanent Easement Parcel. The area covered by the Permanent Easement is shown in attached Exhibit A. The rights privileges and responsibilities granted to The City of Peru, NE with respect to the Permanent Easement Parcel are as follows:

A. The permanent and perpetual right to enter upon the Permanent Easement for the purposes hereinafter set forth provided that the Permanent Easement shall terminate and all rights of the City of Peru, NE shall automatically revert back to the then current landowner upon permanent abandonment of the Permanent Easement for the purpose of transporting water for the public good.

B. The right to perform archeological surveys, land surveys, conduct soil tests, site preparation and other activities related to preparation for construction.

C. The right, at the sole cost and expense of The City of Peru, NE, to erect, construct, install, inspect, operate, test, repair, maintain, use, rebuild, relocate, remove and replace: (i) one (1) pipeline and connections for the transmission and distribution of raw and treated water; (ii) air release, blow off, or in-line valves or other appurtenances, including buried vaults; (iii) communication lines used to operate the Pipeline Facilities (as hereinafter defined); (iv) electric lines for the transmission of electricity to operate the Pipeline Facilities (as hereinafter defined); (v) other fixtures, equipment, machinery and devices (including, without limitation, cathodic protection equipment and devices and anodes, conduit connecting junction boxes, test sites, stations, rectifier and electrical power service) used or useful in the construction, installation, operation, testing, repair, maintenance, replacement and use of such

3. Requirements of THE CITY OF PERU, NE.

A. THE CITY OF PERU, NE shall restore the surface of the construction area to its original contour and character as nearly as practicable. The City of Peru, NE will employ accepted methods to prevent surface erosion of the construction area. The City of Peru, NE will repair or relocate any agricultural drain tiles which require repair or relocation due to the construction of the Pipeline Facilities.

B. Unless otherwise instructed by the Landowner, The City of Peru, NE shall cause the topsoil to be removed separately during the construction of the pipeline to a depth of up to twenty-four (24) inches or the actual topsoil depth, whichever is less, and to be replaced at the top of the backfill over the pipe trench. The City of Peru, NE shall segregate the topsoil on the Easement Parcels. The City of Peru, NE shall exercise due care with respect to the selection of backfill to be used in covering the pipe trench, and other areas affected by construction. The City of Peru, NE shall remove all excess backfill materials or, at the request of the Landowner, deposit such excess backfill material elsewhere on the contiguous property of the Landowner.

C. During construction suitable crossovers shall be installed over the pipe trench as needed by the Landowner. All fences that are cut or disturbed shall be repaired by The City of Peru, NE in a good and workerlike manner. Before a fence is cut by The City of Peru, NE, it shall be properly supported on either side of the contemplated opening by suitable posts and braces and temporary gates shall be provided at fence openings where required.

D. THE CITY OF PERU, NE will endeavor to provide the Landowner with at least seven (7) days' advance notice of entry onto the Permanent Easement for purposes of maintenance or repair of the Pipeline Facilities, except in the case of an emergency, in which case The City of Peru, NE will endeavor to provide such notice as possible under the circumstances.

E. THE CITY OF PERU, NE shall construct, install and operate the Pipeline Facilities in a good and workerlike manner, and in compliance with all applicable governmental laws, ordinances, codes, rules, regulations and requirements.

F. THE CITY OF PERU, NE shall restore and maintain the pipe trench area and other areas affected by construction or The City of Peru, NE's post-construction activities on the Easement Areas as necessary to remedy problems relating to soil compaction or otherwise attributable to the Pipeline Facilities. The City of Peru, NE shall be responsible for any reduction in crop yield caused by the initial construction or any subsequent maintenance, repair or other activities of The City of Peru, NE on the Easement Areas after the Initial Construction Period. Landowner may submit a claim to The City of Peru, NE on an annual basis supported by reasonable documentation and The City of Peru, NE shall promptly review and pay all valid claims.

4. BUYER hereby gives notice of SELLER's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement.

5. Damages for Inability to Plant a Crop, Loss of Yield and Destruction of a Planted Crop. Grantor understands and agrees that the payment made by The City of Peru, NE includes

**ACCEPTANCE**

The foregoing Easement Agreement is hereby duly accepted by The City of Peru, this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

By: \_\_\_\_\_  
Name: (Print) \_\_\_\_\_

STATE OF NEBRASKA, COUNTY OF NEMAHA))SS.

The foregoing instrument was acknowledged before me personally this \_\_\_\_ day of \_\_\_\_\_, 2023, by the above-named parties.

\_\_\_\_\_  
*Signature of Notary Public*

My commission expires:

Landowner: Moody Family Trust  
Joseph M. & Connie S. Moody, Trustees  
2308 Kuhlmann Ave.  
Auburn, NE 68305  
(402)274-3510

Parcel: 9

### SETTLEMENT OFFER

The City of Peru, NE. hereby makes the following Settlement Offer to acquire the easement rights described in the proposed Easement Agreement:

Estimated Fair Market Value of Permanent Easement (0.60 acres x \$8,200.00 fee value x 50% for easement)	\$2,460.00
Temporary Construction Easement (0.00 acres x \$8,200.00 fee value/acre x 8%)	\$ 0.00
Additional Damages (above ground structures, trees)	\$ 0.00
Crop Damages (0.00 acres x County Average for Annual Cash Rent of \$300.00 per acre x 3)*	\$ 0.00
<b>Total Compensation Payable to You:</b>	<b>\$2,460.00</b>

\*Crop Damages. Should construction activities prevent the Landowner from planting a crop in more than one crop year, the City of Peru, NE shall pay Landowner an amount equal to 100 percent of the average cash rent for farmland in the County for each such year. Further, should the construction activity of the City of Peru, NE cause the removal or destruction of a crop already planted by Landowner, The City of Peru, NE shall pay the landowner the value of the crop as if it were combined and sold. Landowner is solely responsible for making any necessary arrangements with a tenant, if any, with respect to this settlement.

### ACCEPTANCE

The undersigned, being the Landowner(s) identified above or the authorized representatives of the Landowner(s) hereby accept the above Settlement Offer and with regard to any crop damages (check one):

Date: \_\_\_\_\_  
David Pease, City of Peru

Date: \_\_\_\_\_  
Joseph M. Moody, Trustee

Date: \_\_\_\_\_  
Connie S. Moody, Trustee



THIS INSTRUMENT WAS DRAFTED BY:

City of Peru, NE  
614 5<sup>th</sup> Street  
Peru, NE 68421

Telephone: 402-872-6685

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT OF TRUSTEES**

Joseph M. Moody and Connie S. Moody, being first duly sworn on oath says that:

1. Affiants are the trustees named in that certain trust instrument titled the Moody Family Trust dated January 9, 2015, by and between Joseph M. Moody and Connie S. Moody, as Trustors, and Moody Family Trust dated January 9, 2015, as Trustee ("Trust Instrument") executed by the trustee of the trust described in the Trust Instrument, and which relates to real property in Nemaha County, Nebraska, legally described as follows:

The Northwest Quarter (NW¼) of Section Twelve (12),  
Township Five (5) North, Range Fourteen (14) East of the 6th PM,  
Nemaha County, Nebraska.

2. The name and address of the trustees empowered by the Trust Instrument to act at the time of the execution of this Affidavit is as follows:

Joseph M. Moody & Connie S. Moody  
2307 Kuhlmann Ave.  
Auburn, NE 68305

3. The trustees who have executed that certain Easement Agreement dated \_\_\_\_\_, relating to the real property described above with City of Peru, NE, as donor:

(a) is empowered by the provisions of the trust to grant easements in or over the real property held in trust, and

THIS INSTRUMENT WAS DRAFTED BY:

City of Peru, NE  
614 5<sup>th</sup> Street  
Peru, NE 68421

Telephone: 402-872-6685

### CERTIFICATE OF TRUSTEE TITLE

STATE OF \_\_\_\_\_ )  
 )SS.  
COUNTY OF \_\_\_\_\_ )

### CERTIFICATE OF TRUSTEE

Joseph M. Moody and Connie S. Moody, being first duly sworn on oath, says that.

1. Affiants are the trustees named in the Trust Instrument:

- (a) Trust Agreement dated the \_\_\_\_ th day of \_\_\_\_\_;
- (b) established on \_\_\_\_\_;
- (c) with Joseph M. Moody and Connie S. Moody, as grantors; and
- (d) with Joseph M. Moody and Connie S. Moody as the original Trustee(s).

This Certificate of Trust related to real property in Nemaha County, Nebraska, legally described as follows:

The Northwest Quarter (NW¼) of Section Twelve (12), Township Five (5) North, Range Fourteen (14) East of the 6th PM, Nemaha County, Nebraska.

2. The name and address of the trustee empowered by the Trust Instrument to act at the time of the execution of this Certificate are as follows:

Joseph M. Moody & Connie S. Moody  
2307 Kuhlmann Ave.

\_\_\_\_\_  
Joseph M. Moody, Trustee

\_\_\_\_\_  
Connie S. Moody, Trustee

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned officer, personally appeared Joseph M. Moody and Connie S. Moody, Trustees, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

operation, testing, repair, maintenance, replacement and use of such pipeline (such pipeline, connections, valves, communication lines, electric lines, fixtures, equipment, machinery and devices being herein collectively called the "Pipeline Facilities").

D. The Pipeline Facilities, including above-ground improvements, to be constructed in the Permanent Easement Parcel during the Initial Construction Period shall be as shown in the attached Exhibit. In the event The City of Peru, NE determines to construct Pipeline Facilities including above-ground improvements which are materially different than those shown in such separate documentation, whether during the Initial Construction Period or in the future, THE CITY OF PERU, NE shall pay the then current landowner additional reasonable compensation. The City of Peru, NE shall pay the landowner the value of the crop as if it were combined and sold.

E. THE CITY OF PERU, NE shall have complete and unhindered access to the Permanent Easement Parcel during the Initial Construction Period and pay the Landowner reasonable compensation for same. In the event construction activities result in the removal of a planted crop The City of Peru, NE shall pay additional reasonable compensation to the Landowner. Following the Initial Construction Period, The City of Peru, NE shall have access to and from the Pipeline Facilities, including the ability to use sand, gravel or other materials to support pedestrian or vehicular access on a temporary basis, provided The City of Peru, NE shall restore the property to its prior condition to the extent practical and, further, the City of Peru, NE shall pay the Landowner additional reasonable compensation for any damages resulting from such access.

F. THE CITY OF PERU, NE shall have the right to cut down, trim, control the growth of or eliminate trees, shrubbery and other plant growth within the Permanent Easement, which The City of Peru, NE deems appropriate to properly construct, operate and maintain the Pipeline Facilities and to eliminate present or future hazards to the use thereof; provided, however, that (i) The City of Peru, NE may not cut down any trees, shrubbery or other plant growth planted with the approval of The City of Peru, NE, except in an emergency; (ii) following the Initial Construction Period as defined below, and except in the case of an emergency, The City of Peru, NE, shall notify the Landowner of any such maintenance work in advance and consult with Landowner(s) with respect to the time, place and method of such work; and (iii) at the Landowner's request The City of Peru, NE will refrain from the use of chemical methods of controlling vegetation.

G. The rights, privileges and easements granted herein are assignable and may be exercised by The City of Peru, NE, its successors and assigns, and its and their respective employees, agents and contractors and any party expressly permitted by The City of Peru, NE to exercise such rights, privileges and easements, including, without limitation, any members of The City of Peru, NE, and any such party's employees, agents and contractors, provided that any assignment shall be for water transmission and related purposes set forth in this easement and that The City of Peru, NE shall not assign its rights to any party that is not utilizing the easement to provide water for the public benefit.

H. The rights, privileges and easements acquired by The City of Peru, NE are and shall be subject to easements, reservations, and restrictions of record, if any, existing on the date of this easement.

be responsible for providing additional soil and that soil cannot be taken from the adjoining cropland.

5. Damages for Inability to Plant a Crop, Loss of Yield and Destruction of a Planted Crop. Grantor understands and agrees that the payment made by The City of Peru, NE includes payment for the Permanent Easement as described herein. In addition, unless otherwise provided in a separate signed writing, the payment includes any damages to Landowner from the inability to plant a crop for one crop year and any reduced crop damages to Landowner from the inability to plant a crop for one crop year and any reduced crop yield for the four crop years immediately following the completion of construction. In addition, should the construction activities of The City of Peru, NE prevent the Landowner from planting a crop more than one year, The City of Peru, NE shall pay Landowner an amount equal to 100 percent of the average cash rent for farmland in the County for each such year. Further, should construction activity of The City of Peru, NE cause the removal or destruction of a crop already planted by Landowner, The City of Peru, NE shall pay additional reasonable compensation to Landowner for the value of the crop.

6. Governing Law. This Agreement is to be construed and enforced according to and governed by the laws of the State of Nebraska.

7. Notices. Except as provided herein, all notices and demands given or required to be given hereunder shall be in writing and sent by United States mail, postage prepaid, to the parties at their respective addresses first set forth above or at such other address as may be specified by notice to the other party. The date of service of such notice or demand shall be the date on which such notice or demand is deposited in the post office or postal mailbox of the United States Post Office Department.

8. Time. Time is of the essence in the performance of the obligations required to be done by the parties hereto.

9. Easements to Run With the Land. The easements granted herein shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee, and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed as of the date first written above.

*{Signatures on the following page}*

**EXHIBIT A**

**[see following page]**

**From:** City of Peru <cityclerkcityofperu@gmail.com>  
**Sent:** Wednesday, March 8, 2023 10:33 AM  
**To:** Jake Armknecht <Jason.Armknecht@fbfs.com>  
**Subject:** Building permit

**WARNING - External Email:**

**This message came from outside the Farm Bureau Financial Services email system. Do not click on links, open attachments, or take any other requested action unless you are certain the message is legitimate.**

=====  
Jake,

Please tell me the next step for this permit.

Angela

**Disclaimer:**

This email message and any attachments are intended only for the use of the intended recipient, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to this email, and delete or destroy all copies of the original message and attachments thereto. Email sent to or from FBL Financial Group, Inc. and its Affiliates may be retained as required by law, regulation, or business practice.

It is your responsibility to evaluate the security of any submission of any personal or sensitive information to us through email, such as social security numbers or bank account information. Our email system is configured to reject emails and attachments containing credit card numbers.

---

**Jake Armknecht** <Jason.Armknecht@fbfs.com>  
To: City of Peru <cityclerkcityofperu@gmail.com>

Fri, Mar 17, 2023 at 9:37 AM

Here is the permit you sent me and then the front page I signed off on.





City of Peru <cityclerkcityofperu@gmail.com>

---

## Building permit

8 messages

---


City of Peru <cityclerkcityofperu@gmail.com>  
To: Jake Armknecht <Jason.Armknecht@fbfs.com>

Wed, Mar 8, 2023 at 10:32 AM

Jake,

Please tell me the next step for this permit.

Angela

 **Armknecht.pdf**  
1092K

---

Jake Armknecht <Jason.Armknecht@fbfs.com>  
To: City of Peru <cityclerkcityofperu@gmail.com>

Mon, Mar 13, 2023 at 10:31 AM

Have them give me a call at 402-525-1480. I would like to talk to them about this. Thanks



 **FARM BUREAU  
FINANCIAL SERVICES**

**Jason Armknecht**  
Sales Associate for Tasa Paul  
Farm Bureau Financial Services

1415 19<sup>th</sup> St  
Auburn NE 68305-0446  
(402) 274-3189  
(402) 274-3157 fax

Jason.Armknecht@fbfs.com



**Jason Armknecht**  
Sales Associate for Tasa Paul  
Farm Bureau Financial Services

1415 19<sup>th</sup> St  
Auburn NE 68305-0446  
(402) 274-3189  
(402) 274-3157 fax

Jason.Armknecht@fbfs.com

Farm Bureau Property & Casualty Insurance Company,\* Western Agricultural Insurance Company,\* Farm Bureau Life Insurance Company\* \*Company  
providers of Farm Bureau Financial Services

---

**From:** City of Peru <cityclerkcityofperu@gmail.com>  
**Sent:** Wednesday, March 8, 2023 10:33 AM  
**To:** Jake Armknecht <Jason.Armknecht@fbfs.com>  
**Subject:** Building permit

**WARNING - External Email:**

**This message came from outside the Farm Bureau Financial Services email system. Do not click on links, open attachments, or take any other requested action unless you are certain the message is legitimate.**

=====

Jake,


Please tell me the next step for this permit.


Angela

[Quoted text hidden]

---

**2 attachments**

 **Peru water full building permit.pdf**  
1092K

 **Peru water building permit.pdf**  
1149K

---

City of Peru <cityclerkcityofperu@gmail.com>  
To: Jake Armknecht <Jason.Armknecht@fbfs.com>

Fri, Mar 17, 2023 at 9:45 AM

Thank you. How much is the cost and how much does he owe us in order to get the building permit?

Angela

[Quoted text hidden]

---

**Jake Armknecht** <Jason.Armknecht@fbfs.com>  
To: City of Peru <cityclerkcityofperu@gmail.com>

Fri, Mar 17, 2023 at 10:08 AM

They actually did not put an amount for the work. I will call and ask him and get back to you.....

[Quoted text hidden]

---

**City of Peru** <cityclerkcityofperu@gmail.com>  
To: Jake Armknecht <Jason.Armknecht@fbfs.com>

Fri, Mar 17, 2023 at 10:23 AM

Thank you!

[Quoted text hidden]

---

**Jake Armknecht** <Jason.Armknecht@fbfs.com>  
To: City of Peru <cityclerkcityofperu@gmail.com>

Fri, Mar 17, 2023 at 10:48 AM

The cost of the project is a little over \$500k. The fee for that will be \$300

[Quoted text hidden]

---

**City of Peru** <cityclerkcityofperu@gmail.com>  
To: Jake Armknecht <Jason.Armknecht@fbfs.com>

Fri, Mar 17, 2023 at 10:49 AM

Thank you so much!

[Quoted text hidden]

Nate<sup>↑</sup> O'Bryan called and said Auburn did not charge them for the building permit fee. Do we want to waive the fee also?  
A