

RESOLUTION NUMBER 7752

A resolution authorizing the City of Beatrice, Nebraska to enter into a Wide Area Network (“WAN”) Leasing and Services Agreement with Unite Private Networks, LLC d/b/a Segra, whereby Segra will lease WAN Facilities and provide WAN Services to the Beatrice Public Library.

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

SECTION 1. That the Mayor, City Clerk, and IT Director be and hereby are authorized to enter into a WAN Leasing and Services Agreement and any and all other documents necessary between the City of Beatrice, Nebraska and Unite Private Networks, LLC d/b/a Segra, whereby Segra will lease WAN Facilities and provide WAN Services to the Beatrice Public Library. A copy of said Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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 That all resolutions or parts of resolutions in conflict are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 6th day of April, 2026.

Attest:


Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor

Exhibit 'A'

Wide Area Network Leasing and Services Agreement

between

Unite Private Networks, LLC d/b/a Segra
120 W 12th Street, Floor 11
Kansas City, MO 64105

and

Beatrice Public Library
100 N 16th Street
Beatrice, NE 68310

Segra ID: S0026078

Dated

4-6-26

4/7/2026

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Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into by and between the Beatrice Public Library (the “Library”) and Unite Private Networks, LLC d/b/a Segra (“Segra”). The Library and Segra may each hereinafter be referred to individually as a “Party” and together as the “Parties.”

Recitals

- A. Segra is in the business of leasing Wide Area Network facilities (“WAN Facilities”) and providing telecommunications and Internet access services (“WAN Services”) to school districts and other customers.
- B. Following a competitive bidding process, the Library selected Segra as the most cost-effective provider of leased WAN Facilities and WAN Services to the Library.
- C. The Library has received all approvals required by it to enter into this Agreement, under which Segra will lease WAN Facilities and provide WAN Services to the Library.
- D. The Parties previously entered into that certain Wide Area Network Leasing and Services Agreement dated February 17, 2021 (the “2021 Agreement”). The 2021 Agreement is scheduled to expire on June 30, 2026, and this Agreement shall take its place effective July 1, 2026 without any lapse in the lease of the WAN Facilities and WAN Services in connection therewith.

Agreement

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

1. WAN Facilities and WAN Services. Segra agrees to lease WAN Facilities and provide WAN Services to the Library in accordance with the terms of this Agreement, as more fully described in Schedule A attached hereto. This Agreement shall operate as a lease under applicable law. Nothing in this Agreement shall be construed to result in the transfer of title to or creation of a security interest in any part of the WAN Facilities. For clarity, Segra owns the WAN Facilities and will continue to own the WAN Facilities following the expiration or termination of this Agreement. The Library disclaims any interest it may claim in Segra’s facilities, materials, equipment, fiber optic cable, and other property installed on the real property of the Library. The Library shall keep the WAN Facilities free from all liens. The Library’s use of the WAN Facilities and WAN Services shall be limited to the Library. The Library may not assign, lease, or allow any other party the right to use the WAN Facilities or WAN Services without Segra’s prior written consent. Any other use shall constitute an event of default under Paragraph 11(a).

2. Agreement Term. This Agreement will have a term of three (3) years, commencing on July 1, 2026. This Agreement may be extended further upon mutual agreement of Segra and the Library.

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3. E-Rate Program. Upon request, Segra will work with the Library to participate in the Schools and Libraries Program of the Universal Service Fund (“E-Rate Program”) in an effort to maximize discounts available to the Library with respect to the WAN Facilities and WAN Services. However, the Library’s participation in the E-Rate Program is not a condition to either Party’s obligations under this Agreement.

4. Changes. Any changes to the WAN Facilities, the WAN Services, including additional services provided by Segra, will be set forth in a Statement of Understanding signed by the Library and Segra.

5. Additional Sites and Upgrades. This Agreement contemplates the possibility of additional services and service upgrades during the course of this Agreement. If the Library elects to add or upgrade services under this Agreement, the changes will be noted in a Statement of Understanding. All additional services and upgrades will have a term that is coterminous with this Agreement. The Parties agree that additional circuits and/or upgrades will be billed as a one-time cost for equipment installation and construction costs plus a monthly recurring charge that is commensurate with the Monthly Fees noted in Schedule C.

6. Delivery and Installation. Segra will deliver, install, configure, and maintain the WAN Facilities, and the Parties agree to coordinate and cooperate to schedule and facilitate all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the Parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the Library agrees to provide Segra (i) suitable staging and storage areas at Library facilities for relevant equipment, materials, and components and (ii) access to Library facilities as may be necessary to efficiently complete the installation, as reasonably determined by Segra, provided that Segra must schedule such access with the Library in advance. Library personnel may accompany Segra personnel during installation work at any Library facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, Segra may substitute materials or components of equivalent or superior functionality and performance.

(c) Site Preparation. Prior to the installation of WAN Facilities, the Library will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. Segra will remove from installation sites all debris resulting from the installation of WAN Facilities, including moving such debris to trash receptacles maintained by the Library. The Library will be responsible for trash removal from such receptacles.

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(e) Landscaping. Segra will restore all landscaping disturbed by Segra's installation, maintenance, or removal activities. The Library will be responsible for all landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The Library is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the Library's request, Segra may install, configure, and maintain such facilities and components, subject to Segra's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the Library or its facilities, as reasonably determined by Segra and agreed to by the Library, the Library will reimburse Segra for any corresponding extra costs incurred by Segra to address those requirements, needs, or characteristics.

(h) Planning. Segra and the Library will meet prior to the installation of the WAN Facilities to formulate and finalize the installation methodology and configuration design for the WAN Facilities.

(i) Deviations. If, prior to or during the installation process, Segra, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the Library for its approval, which the Library may not unreasonably withhold or delay; provided, however, that Segra reserves the right to make, without such approval, changes to fiber routing, conversions from underground to overhead or overhead to underground configuration to avoid obstructions, and other immaterial modifications.

(j) Timeline. Segra and the Library agree to the installation and configuration timeline set forth in Schedule B. The Library agrees to all reasonable extensions of the installation timeline necessitated by actions or inactions of the Library or otherwise resulting from circumstances beyond Segra's control.

(k) Maintenance. Segra is responsible for maintaining the WAN Facilities. The Library agrees to provide Segra with access to its facilities as may be necessary to perform maintenance, as reasonably determined by Segra, provided that, when practicable, such access must be scheduled with the Library in advance. Library personnel may accompany Segra personnel during any maintenance work at any Library facility.

(l) Service Commencement Letter. Upon completion of the installation, the Library will receive a Service Commencement Letter from Segra that states the WAN Services have been tested and are operational. The Service Commencement Letter will mark the beginning of the term noted in Section 2 above and confirm that all Segra testing has been completed satisfactorily.

(m) Assigned Library Personnel. The Library agrees to provide an individual to escort Segra personnel or subcontractors while on Library property in order for Segra to perform the installation required for the WAN Services provided under this Agreement.

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7. Fees and Payment. The Library will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule C attached hereto and in accordance with the following:

(a) Partial Fees. In the event any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than thirty (30) days following the payment date specified on Schedule C or following the receipt of an invoice from Segra. If any payment obligation of the Library is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at a rate equal to one and one half percent (1.5%) per month. The Library understands that the Term of this Agreement is firm and the Library's obligation to make payments shall not be impacted by the Library's actual usage of the WAN Services.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed or upgraded, the Parties will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees, or similar liabilities charged to or against Segra or the Library because of the services furnished by Segra shall be assessed to and paid by the Library. The Library shall be required to provide documentation evidencing its exemption from any such taxes or fees.

(e) Billing Method. Until the Library receives its Funding Commitment Decision Letter ("FCDL") from USAC, Segra will invoice under the Billed Entity Applicant Reimbursement Method ("BEAR Method"), which is the total amount before applying the Library's USAC discount. Upon the Library's notification to Segra of an affirmative FCDL, the Library may request that Segra provide its billing method option letter to allow the Library to choose its preferred method of billing. Segra will invoice the Library using the BEAR Method until the Library fulfills all Segra requirements to elect another USAC-approved payment method.

8. Library Agreements and Acknowledgements. The Library agrees as follows:

(a) Adequacy of WAN Services. The Library acknowledges that the WAN Facilities and WAN Services described in Schedule A meet the Library's requirements.

(b) Security. The Library is responsible for providing commercially reasonable security at or on Library facilities or properties where WAN Facilities are installed.

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(c) Compliance with Law. Segra and the Library agree that the WAN Services and WAN Facilities shall not be used in a manner that could be construed as a violation of this Agreement, laws, regulations, orders, or rules of any governmental authority having jurisdiction.

(d) Library Personnel. The Library will ensure that its personnel, contractors, and users are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services.

(e) Space and Power. The Library will provide all necessary space and power required for the installation and operation of the WAN Facilities at each Library location.

(f) Authority; Non-Violation. The Library represents and warrants that the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the Library or any agreement or instrument to which the Library is a party or by which the Library is bound.

(g) Insurance. The Library will procure and maintain insurance policies covering all loss and damage to the WAN Facilities located at facilities under the Library's control, including without limitation all materials and components located at Library facilities prior to, during, or after the installation process. The Library will cause such insurance policies to (i) name Segra as an additional insured, (ii) be endorsed to require at least thirty (30) days' written notice to Segra prior to the effective date of any termination of coverage, and (iii) provide that the insurer(s) will have no rights of recovery against Segra in the event of any payment of any loss or damage. Upon request by Segra, the Library will provide proof of insurance meeting the requirements of this Section 8(g).

(h) Intrastate Traffic. The Library certifies that for the duration of this Agreement, including renewals, the average interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the WAN Facilities provided by Segra. The Library is responsible for notifying Segra if the Library's average usage exceeds this 10% threshold.

9. Segra Warranties and Disclaimers. Subject to Section 17(i) below, Segra agrees as follows:

(a) Compliance with Law. Segra represents and warrants that it will comply with all applicable laws.

(b) Authority; Non-Violation. Segra represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by Segra, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of Segra or any agreement or instrument to which Segra is a party or by which Segra is bound.

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(c) Non-WAN Facilities and Services. Segra makes no representation or warranty whatsoever regarding services, facilities, or components that are not provided by Segra under this Agreement.

(d) Disclaimer. Segra MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE WAN FACILITIES OR WAN SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of WAN Facilities or WAN Services shall relieve the Library of the obligation to perform any obligations under this Agreement.

10. Alterations and Attachments. The Library may not make any alterations or attachments to the WAN Facilities without Segra's prior written consent. Segra shall have no maintenance or other obligations whatsoever with respect to any alterations or attachments the Library makes to the WAN Facilities. If Segra provides any maintenance or other services in respect of any such alterations or attachments, Segra will provide such services subject to its standard charges, terms, and conditions. Segra is not responsible for any malfunction or performance issues related to the WAN Facilities or WAN Services, or any inability of Segra to satisfy its obligations under this Agreement, caused by, or resulting from, any action or inaction by the Library. The Library is solely responsible for, and agrees to indemnify Segra against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the Library.

11. Termination. Either Party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By Segra. Segra may terminate this Agreement for cause in the event of (i) the Library's failure or refusal to make any payment due to Segra hereunder within ten (10) days after the Library receives written notice from Segra of such failure or refusal, or (ii) the Library's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period not to exceed thirty (30) days, or (iii) illegal, unethical, or other acts of the Library tantamount to misconduct.

(b) By the Library. The Library may terminate this Agreement for cause in the event of (i) Segra's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period, or (ii) Segra's violation of applicable laws or regulations related to its performance under this Agreement, subject to a reasonable cure period; or (iii) illegal conduct by Segra.

For clarity, upon the termination of this Agreement under Section 11(a), Segra will be entitled to recover all fees that would have been payable to Segra under this Agreement for its full term. The Parties agree that such fees are to be construed as liquidated damages and not a penalty.

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By executing the Agreement, the Library warrants that the Library has funds appropriated and available to pay all amounts due hereunder through the end of the Library's current fiscal period. The Library further agrees to request all appropriations and funding necessary to pay for the WAN Services for each subsequent fiscal period through the end of the Agreement Term. In the event the Library is unable to obtain the necessary appropriations or funding for the WAN Services provided under this Agreement, the Library may terminate the WAN Services without liability for termination charges upon the following conditions: (i) the Library has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite the Library's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the WAN Services; and (iii) the Library has negotiated in good faith with Segra to develop revised terms, an alternative payment schedule, or a new agreement to accommodate the Library's budget. The Library must provide Segra no less than thirty (30) days' written notice of its intent to terminate the WAN Services. Termination of the WAN Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If the Library terminates the WAN Services for failure to appropriate funds under the terms of this provision, the Library agrees to pay all amounts due for the WAN Services incurred through date of termination, reimburse Segra for all unrecovered costs incurred to provision the WAN Services, and not to contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

12. Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, Segra may remove any WAN Facilities and the Library agrees to cooperate in any such removal by Segra.

13. Confidential Information. Each Party acknowledges (a) that it will have access to confidential information of the other Party, (b) that such information constitutes valuable, special, and unique property of the other Party, and (c) that no right or license is granted to such Party with respect to such information, except as specifically set forth in this Agreement. Each Party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other Party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information that is disclosed or made available, including, without limitation, the terms of this Agreement and any non-public information concerning a Party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each Party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each Party agrees that it will not copy the confidential information of the other Party other than as necessary to perform under this Agreement. Upon request, or upon the termination or expiration of this Agreement, each Party agrees to return or destroy any confidential information of the other Party in its possession. The Parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The Parties agree that this Section 13 will survive the termination or expiration of this Agreement.

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14. Independent Contractor Status. Nothing contained herein may be construed as making the Parties partners or joint venturers or creating a principal and agent relationship. Neither Party has any authority to create any obligation or responsibility on behalf of, or in the name of, the other Party.

15. Notices. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by electronic mail or by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as follows:

If to Segra: Unite Private Networks, LLC d/b/a Segra
 Attn: Legal Department
 120 W 12th Street, Floor 11
 Kansas City, MO 64105
 SegraLegal@SegraFiber.com

If to the Library: Beatrice Public Library
 100 N 16th Street
 Beatrice, NE 68310

Copy to: _____

All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or contact information for purposes of this Section 15 by giving notice to the other party in accordance with this Section 15.

16. Force Majeure. Neither Party will be liable for the failure to fulfill its obligations under this Agreement to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; damage to fiber or facilities caused by a third party; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Furthermore, neither Party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

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17. Miscellaneous.

(a) Waivers. Any failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either Party of any right or remedy under this Agreement must be in writing and signed by the Party waiving the right or remedy.

(b) Governing Law. The laws of Nebraska govern this Agreement, without regard to conflicts of law principles. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the state of Nebraska regardless of the appropriateness of any other jurisdiction.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities and the WAN Services (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both Parties.

(e) Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably delayed or withheld. Notwithstanding the preceding sentence, Segra may, without the Library's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of Segra's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the Parties.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. Segra will not be liable to the Library for any indirect or consequential damages, including but not limited to lost profits or business

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revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether or not such damages are foreseeable.

(j) Construction. This Agreement is to be construed as the joint and equal work product of the Parties and may not be interpreted more or less favorably in respect of either Party on account of its preparation or drafting.

(k) Delivery by Email Transmission. This Agreement may be delivered by electronic transmission of signed signature pages.

(l) Severability. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court having jurisdiction over this Agreement, (i) the portion(s) of the Agreement ruled invalid or unenforceable and all related provisions shall be addressed by the Parties via an amendment that shall substitute valid and enforceable provisions; and (ii) it will not affect the validity or enforceability of the remaining terms and provisions of this Agreement not otherwise addressed within the amendment.

(m) Waiver of Jury Trial. Each Party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. All legal action, regardless of its form, relating to or arising under this Agreement must be commenced within the requisite period of time required for such action under applicable statute(s) of limitation.

(o) Dispute Resolution. Each Party agrees to work in good faith with the other party in an effort to resolve the disputed matter prior to pursuing formal legal remedies.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Unite Private Networks, LLC d/b/a Segra


Signed by:
mark hallamore
CF0B67D88F7442C...

Name: mark hallamore

Title: Regional Vice President

Date: 4/7/2026

Beatrice Public Library



Name: Robert F Morgan

Title: Mayor

Date: 4-6-26

Schedule A – WAN Facilities and WAN Services

WAN Facilities:

Digital transmission service provided by single mode fiber optic links to all schools as noted in the WAN Services section below. All facilities will have one (1) Gigabit/second of transport, as noted in the WAN Services section below.

WAN Services:

One (1) Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following Library locations:

Circuit 1 - E-Line - E-Rate ()			
<u>Location A</u>		<u>Location Z</u>	
Site Name	ESU #5	Site Name	Beatrice Public Library
Address	900 W Court St	Address	100 N 16th St
	Beatrice, NE 68310		Beatrice, NE 68310

Schedule B – Installation Timeline

This Agreement shall commence on July 1, 2026.

Schedule C – Fees and Payment Schedule

Non-Recurring Fees

1. None.

Recurring Fees

1. **Monthly Fees.** Monthly lease payments of \$345.00 for a period of thirty-six (36) months beginning on July 1, 2026.
2. **Annual Fees.** None.

Other Fees

In accordance with Section 7(d), all applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory

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fees or similar liabilities shall be paid by the Library in addition to the regular charges under this Agreement unless the Library provides sufficient evidence of its exempt status.

Additional Sites and/or Upgrades

If the Library elects to add or upgrade services in accordance with Section 5, the Parties agree that these changes will be billed to the Library as a non-recurring cost to cover incremental equipment and construction costs plus a recurring charge that is commensurate with the fees in this Schedule C, which will be codified in a Statement of Understanding to be signed by the Parties.

RESOLUTION NUMBER 7752

A resolution authorizing the City of Beatrice, Nebraska to enter into a Wide Area Network (“WAN”) Leasing and Services Agreement with Unite Private Networks, LLC d/b/a Segra, whereby Segra will lease WAN Facilities and provide WAN Services to the Beatrice Public Library.

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

SECTION 1. That the Mayor, City Clerk, and IT Director be and hereby are authorized to enter into a WAN Leasing and Services Agreement and any and all other documents necessary between the City of Beatrice, Nebraska and Unite Private Networks, LLC d/b/a Segra, whereby Segra will lease WAN Facilities and provide WAN Services to the Beatrice Public Library. A copy of said Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 6th day of April, 2026.

Attest:


Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor