

**City of Beatrice, Nebraska**  
**Beatrice Regular City Council Meeting**  
**Monday, April 7, 2025 at 6:00 PM**  
**BPS Administration Building Board Room**  
**320 N 5th Street**  
**Beatrice, NE 68310**



## Pledge of Allegiance

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **PROCLAMATION** - Autism Acceptance Month
4. **CONSENT AGENDA**
  - 4.a. Approve agenda as submitted.
  - 4.b. Receive and place on file all notices pertaining to this meeting.
  - 4.c. Receive and place on file all materials having any bearing on this meeting.
  - 4.d. Approval of minutes of regular meeting on March 17, 2025, as on file in the City Clerk's Office.
  - 4.e. Approval of Treasurer's Report of Claims in the amount of \$299,496.90.
  - 4.f. Approval of BASWA Report of Claims in the amount of \$25,843.33.
  - 4.g. Resolution Number 7524 ratifying all actions taken by the Mayor and City Council for the meeting held on February 18, 2025, due to the publication issues of the meeting notice due to a cybersecurity issue with the Beatrice Daily Sun.
  - 4.h. Resolution Number 7525 granting permission to Kevin Kramer, d/b/a Pappys Camels, permission to sell or offer for sale or peddle good, wares, or merchandise at the Skate Park periodically beginning May 1, 2025 and terminating on October 31, 2025 for camel rides.
  - 4.i. Resolution Number 7526 executing the Agreement between the City and Kidwell to install data cables at the Beatrice Public Library.
  - 4.j. Resolution Number 7527 granting permission to Tall Tree Tastings, LLC, to serve alcoholic beverages in the Beatrice Public Library on Wednesday, April 30, 2025, from 5:00 p.m. to 10:00 p.m. for a "Wizard of Oz Night" event.
  - 4.k. Resolution Number 7528 executing the Subscription Service Agreement and any and all other documents necessary with QTpod to provide the services and support for the operation of the City's self-service fuel kiosk located at the Beatrice Municipal Airport.
  - 4.l. Resolution Number 7529 executing the Fixed-Based Aerial Applicator's Agreement with Heinen Brothers Agra Service, Inc., for the purposes of conducting aerial applicator or crop spraying services on the Beatrice Municipal Airport's airfield.
  - 4.m. Resolution Number 7530 executing the Operator's Lease and Services Agreement with Heinen Brothers Agra Service, Inc., for the purposes of conducting aeronautical services on the Beatrice Municipal Airport's airfield.
  - 4.n. Resolution Number 7531 entering into an Agreement with Vogts Parga Construction, LLC, to construct a new T-Hangar, upgrade Taxilanes, and

reconstruct a hangar approach at the Beatrice Municipal Airport, subject to and contingent upon FAA concurrence in award for said bid and the offer of a federal grant if such concurrence and offer have not been received prior to April 7, 2025.

- 4.o. Resolution Number 7532 executing the Agreement between the City and Omaha Public Power District (OPPD), to reimburse the City for labor and material costs related to the services provided by the City to OPPD for storm restoration support during the March 3-5, 2025 storm event.

5. **PUBLIC HEARINGS/BIDS**

- 5.a. Public Hearing on the acquisition of real property from Hoppe & Son, LLC, legally described as follows: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014419000.

6. **RESOLUTIONS**

- 6.a. Resolution Number 7533 executing a Contract for Sale of Real Estate and all necessary documents to acquire real estate from Hoppe & Son, LLC, legally described as follows: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014419000.
- 6.b. Resolution Number 7534 executing an agreement with Hanna:Keelan Associates, P.C., for professional services to conduct a blight/substandard determination study and general redevelopment plan.
- 6.c. Resolution Number 7535 executing a Subordination Agreement to subordinate the security interests of the City to the Liberty First Credit Union for the CDBG Owner Occupied Rehabilitation Grant #21-HO-36035 loan for Project #026, with Eric Hudson and Pamela Hudson.
- 6.d. Resolution Number 7536 adopting the Concerted Community Revitalization Plan.

7. **ORDINANCES**

- 7.a. Ordinance authorizing the issuance by the City of Beatrice, Nebraska of its Combined Utilities Revenue Bonds, Series 2025, in aggregate principal amount not to exceed \$5,000,000, as recommended by the Board of Public Works.
- 7.b. Ordinance conveying real estate owned by the City to Hoppe & Son, LLC, legally described as follows: All of Lots 139 through 150 and the vacated alley, South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014478000.
- 7.c. Ordinance conveying real estate owned by the City to Hoppe & Son, LLC, legally described as follows: The South 3 feet 8 inches of the vacated alley abutting the East Half of Lot 11 and all of Lot 12, Block 49, Original Town, now City of Beatrice, Gage County, Nebraska.

8. **RESOLUTIONS**

- 8.a. Resolution Number 7537 executing a Contract for Sale of Real Estate and all necessary documents with Hoppe & Son, LLC, legally described as follows: All of Lots 139 through 150 and the vacated alley, South Beatrice,

an Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014478000.

8.b. Resolution Number 7538 executing a Contract for Sale of Real Estate and all necessary documents with Hoppe & Son, LLC, legally described as follows: The South 3 feet 8 inches of the vacated alley abutting the East Half of Lot 11 and all of Lot 12, Block 49, Original Town, now City of Beatrice, Gage County, Nebraska.

9. **PUBLIC FORUM**

10. **DISCUSSIONS/REPORTS**

10.a. Beatrice Community Food Pantry Update.

11. **MISCELLANEOUS**

11.a. The next regular City Council meeting is April 21, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.



# PROCLAMATION

- WHEREAS,** anyone can be affected by autism, regardless of race, religion, socioeconomic status, or geography; and children and adults with autism are our family members, friends, neighbors, coworkers, and students; and
- WHEREAS,** autism affects one (1) in thirty-six (36) people worldwide, impeding communication and social interaction; and
- WHEREAS,** each individual with autism carries a unique diagnosis across the spectrum and has distinctive skills, characteristics, and qualities; and
- WHEREAS,** the aim for Autism Acceptance Month is to recognize the diverse nature and abilities of people with autism and to encourage support through family, friends, professionals, and community that will allow a broader understanding and appreciation of those individuals; and
- WHEREAS,** the City of Beatrice wishes to acknowledge the need to support, understand, accept, include, and empower people on the autism spectrum.

**NOW, THEREFORE, I, ROBERT MORGAN,** Mayor of the City of Beatrice, Nebraska, do hereby proclaim April 2025, as

## AUTISM ACCEPTANCE MONTH

in the City of Beatrice and encourage our citizens to learn more about the unique perspectives of individuals with autism and to support them, their families, and their health care providers.



WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Beatrice, this 7<sup>th</sup> day of April, 2025.

\_\_\_\_\_  
Robert Morgan, Mayor



CITY OF BEATRICE, NEBRASKA  
MINUTES OF THE REGULAR CITY COUNCIL MEETING  
MARCH 17, 2025  
7:00 P.M.

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The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the 17<sup>th</sup> day of March, 2025, beginning at 7:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on March 12, 2024, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Mayor Morgan led those in attendance in the Pledge of Allegiance.

**ROLL CALL**

Attending: Mayor Morgan, Councilmembers: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Absent: None

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

**Proclamation – Proclaiming March 2025 as “Problem Gambling Awareness Month”**

Mayor Morgan presented the proclamation for “Problem Gambling Awareness Month – March 2025” to Mike Sciandra with Choices Treatment Center of Lincoln and Justin Antons, Owner of Directions Counseling, located in Beatrice, Nebraska.

Mayor Morgan introduced Monte Murkle, 7001 West Aspen Road, Clatonia, Nebraska, to discuss Down Syndrome Awareness. Murkle stated World Down Syndrome Day is Friday, March 21, 2025. Murkle encouraged the Council to take twenty-one (21) seconds on World Down Syndrome Day to think about what you already know about down syndrome or about the person or people you may know who have down syndrome, and find answers to questions you may have about down syndrome, or about how down syndrome might affect you.

**CONSENT AGENDA**

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on March 3, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$986,783.14.

- f. Approval of BASWA Report of Claims in the amount of \$222,048.82.
- g. Approval of Pay Request #2 in the amount of \$36,000.00, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
- h. Approval of Pay Request #2 in the amount of \$137,102.65, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
- i. Resolution Number 7512 executing Letter Agreement Amendment #1 and any and all other documents necessary between the City and Olsson, Inc., to add additional services for the WPC Grit Improvement project, as recommended by the Board of Public Works.
- j. Resolution Number 7513 executing the Agreement for Professional Services retaining JEO to provide construction engineering and inspection services for the Beatrice Lincoln Street Improvements Project, as recommended by the Board of Public Works.
- k. Resolution Number 7514 re-appointing Gregory Leech to the Board of Public Works.
- l. Resolution Number 7515 entering into a Hay Lease with John M. Zarybnicky.
- m. Resolution Number 7516 prohibiting parking along the east side of Miller Avenue.
- n. Resolution Number 7517 entering into a Quonset Lease with Farabee Mechanical, Inc., for the purpose of leasing Quonset No. 1, located at the Beatrice Municipal Airport.

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

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
 Nay: None

MOTION CARRIED.

## DISCUSSION/REPORTS

### Strategic Planning Retreat Review

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the Strategic Planning Retreat Review to the Council.

Councilmember Eckhoff inquired about the goal being reflected as raising 13,000 people rather than 15,000 people. Tempelmeyer noted for the short-term goal, 13,000 people was more feasible.

Councilmember Doyle thanked the Mayor and Councilmembers who attended the retreat for participating. Councilmember Doyle expressed concerns about the wording of a few items in the strategic plan and stated he would like to have some of the wording changed prior to voting on the strategic plan. Councilmember Fairbanks expressed similar concerns and inquired who would be in charge of implementing the goals in the plan and how this would be done.

Mayor Morgan stated adopting the strategic plan is the first step in establishing a framework to pursue the goals outlined in the plan, and the Council would divide up the tasks at a later date.

Councilmember Hydo also expressed concerns regarding some of the language in the strategic plan and stated she did not feel like everything that was said in the meeting should be in a public document. Councilmember Hydo explained she thinks that more time is needed for the Council and public to digest the plan before voting to approve the plan.

Mayor Morgan noted the retreat was a public meeting.

## PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

## RESOLUTIONS

### **Resolution Number 7518 adopting the 2025 Strategic Plan for the City of Beatrice**

Mayor Morgan removed Resolution Number 7518 approving the 2025 Strategic Plan for Beatrice from the agenda.

### **Resolution Number 7519 executing the Amendments to Loan Agreements, Promissory Notes, Personal Guaranties, and Deeds of Trust between the City and some recipients for an additional direct loan in the following amounts from the City's CDBG Downtown Revitalization Grant 21-DTR-004**

Mayor Morgan introduced Resolution Number 7519 executing the Amendments to Loan Agreements, Promissory Notes, Personal Guaranties, and Deeds of Trust between the City and some recipients for an additional direct loan in the following amounts from the City's CDBG Downtown Revitalization Grant 21-DTR-004.

Moved by McLain, seconded by Ruh, that Resolution Number 7519 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this resolution authorizes the reallocation of funds from projects under this grant that either never were done or from other projects that came in under budget. Tempelmeyer explained these funds were allocated to applicants who came in overbudget on their projects, and all additional funds are on the same repayment/forgiveness timeline as the original funds.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**RESOLUTION NUMBER 7519 – Passed and Adopted** –executing the Amendments to Loan Agreements, Promissory Notes, Personal Guaranties, and Deeds of Trust between the City and some recipients for an additional direct loan in the following amounts from the City's CDBG Downtown Revitalization Grant 21-DTR-004

*Incorporated into the Minute Record by Reference*

### **Resolution Number 7520 executing the General Release for the Gage Area Growth Enterprise (NGage)/Rare Earth Salts Separations and Refining, LLC, LB840 loan, forgiving Phase 1 of the LB840 Loan and terminating the remainder of the LB840 Agreement**

Mayor Morgan introduced Resolution Number 7520 executing the General Release for the Gage Area Growth Enterprise (NGage)/Rare Earth Salts Separations and Refining, LLC, LB840 loan, forgiving Phase 1 of the LB840 Loan and terminating the remainder of the LB840 Agreement.

Moved by McLain, seconded by Ruh, that Resolution Number 7520 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council in January 2015, the City entered into an LB840 Loan Agreement with NGage for the benefit of Rare Earth Salts. Tempelmeyer further explained while there were up to three (3) phases contemplated in the Agreement, only Phase 1 occurred. Tempelmeyer stated Phase 1 was for \$100,000, all of which would be forgivable if Rare Earth Salts stayed in business here for a period of ten (10) years. Tempelmeyer explained this condition was met and the proposed resolution is to forgive the \$100,000 loaned to NGage for the benefit Rare Earth Salts for Phase 1 and to terminate the remainder of the Agreement to close out the loan.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**RESOLUTION NUMBER 7520 – Passed and Adopted** –executing the General Release for the Gage Area Growth Enterprise (NGage)/Rare Earth Salts Separations and Refining, LLC, LB840 loan, forgiving Phase 1 of the LB840 Loan and terminating the remainder of the LB840 Agreement  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7521 authorizing the submission of a Rural Business Development Opportunity Grant Application to the United States Department of Agriculture (USDA) and committing matching funds for the Downtown Beatrice Strategic Planning Initiative**

Mayor Morgan introduced Resolution Number 7521 authorizing the submission of a Rural Business Development Opportunity Grant Application to the United States Department of Agriculture (USDA) and committing matching funds for the Downtown Beatrice Strategic Planning Initiative.

Moved by McLain, seconded by Ruh, that Resolution Number 7521 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this resolution was discussed previously. Tempelmeyer noted the grant will aid the City to recruit businesses to the downtown area, and the USDA wanted a resolution authorizing the City to apply for the grant. Tempelmeyer stated the City's anticipated match for this agreement is approximately \$10,000 and the application will be submitted by Merchant McIntyre.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**RESOLUTION NUMBER 7521 – Passed and Adopted** – authorizing the submission of a Rural Business Development Opportunity Grant Application to the United States Department of Agriculture (USDA) and committing matching funds for the Downtown Beatrice Strategic Planning Initiative  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7522 declaring the Mayor and City Council's support for converting 6th Street, a/k/a Highway 77, from four (4) lanes to three (3) lanes from Dorsey Street to Mulberry Avenue to improve safety for vehicular traffic and pedestrians**

Mayor Morgan introduced Resolution Number 7522 declaring the Mayor and City Council's support for converting 6th Street, a/k/a Highway 77, from four (4) lanes to three (3) lanes from Dorsey Street to Mulberry Avenue to improve safety for vehicular traffic and pedestrians.

Moved by McLain, seconded by Ruh, that Resolution Number 7522 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the idea to convert Highway 77 from four (4) lanes to three (3) lanes came from the Safe Streets for All (SS4A) Action Plan, presented to the City Council by JEO at the previous Council meeting. Tempelmeyer noted this was the top project recommended by JEO. Tempelmeyer gave an overview of the accident statistics for Highway 77 and emphasized the project is to address the safety concerns highlighted in the Safety Action Plan. Tempelmeyer stated he and James Burroughs, City Engineer, met with Nebraska Department of Transportation (NDOT) and they support the project. Tempelmeyer noted NDOT is planning a mill and overlay project for Highway 77 in 2028 and the best opportunity to implement the conversion would be in 2028 during their mill and overlay project. Tempelmeyer added NDOT wanted a resolution from the Council supporting this project. Councilmember Hydo stated during their presentation JEO suggested moving the curbs and sidewalks inward as well and inquired if curbs and sidewalks would be included. Tempelmeyer explained this would be a future project and the estimated cost for moving the curbs and sidewalks would be between \$35 and \$40 million. Councilmember McLain reported the Traffic Committee recommended this project to address the safety concerns highlighted in the Safety Action Plan. Councilmember McLain noted the two (2) center lanes of traffic on Highway 77 effectively act as turning lanes today.

James Nelson, 1025 North 26<sup>th</sup> Street, Beatrice, Nebraska, appeared before the Council expressing his concerns for traffic backups and the lighting along the highway was noted as contributing factor some of the pedestrian accidents on the highway. Nelson expressed doubt as to the qualifications of the experts who developed the Safety Action Plan and suggested the City find other experts. Nelson stated he believed the conversion would increase traffic and pedestrian accidents along the highway.

Councilmember Ruh echoed his concerns regarding traffic backing up as a result of the conversion. Mayor Morgan explained the Safety Action Plan was developed by JEO and not the State. Councilmember Doyle expressed concerns that other streets such as 7<sup>th</sup> Street would experience more traffic by vehicles attempting to avoid the highway and he was concerned about the speeds at which vehicles might travel on such streets. Councilmember Doyle noted there was also a financial incentive tied to this project that should be explained.

Tempelmeyer stated the City's cost share for repairs to Highway 77 as it is today, is an estimated \$6.1 million. Tempelmeyer explained if the Highway is converted to three (3) lanes, the City's estimated cost share would be approximately \$500,000. Councilmember Fairbanks noted Highway 77 is not a City-owned street, but rather is owned and controlled by the State.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain,  
Nay: Ruh

MOTION CARRIED.

**RESOLUTION NUMBER 7522 – Passed and Adopted** – declaring the Mayor and City Council's support for converting 6th Street, a/k/a Highway 77, from four (4) lanes to three (3) lanes from Dorsey Street to Mulberry Avenue to improve safety for vehicular traffic and pedestrians  
*Incorporated into the Minute Record by Reference*

### **Resolution Number 7523 establishing various fees**

Mayor Morgan introduced Resolution Number 7523 establishing various fees.

Moved by McLain, seconded by Ruh, that Resolution Number 7523 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reviewed the fee resolution with the Council. Tempelmeyer noted the seasonal passes for the Big Blue Water Park are proposed to increase by \$7.00, however, this does not include the daily rates. Tempelmeyer noted the daily rates were increased in 2024 to help with increases to minimum wage. Tempelmeyer explained along with the BASWA increase that was approved earlier, the MARS residential garbage rate is proposed to increase \$1.00 and commercial rates are also proposed to be increased. Tempelmeyer noted that there has been no increase in residential MARS rates since 2022, which then was a \$2.00 increase, and that this would be the first commercial MARS rate increase.

Councilmember Fairbanks inquired when the City is expected to pay off the debt for MARS and Tempelmeyer stated it is expected to be paid off in 2030.

Councilmember Ruh inquired what the City was doing with the towns and villages the City has garbage contracts with, and how long it would be before their rates are increased to match what City residents pay. Tempelmeyer explained for the towns and villages that can be increased, they will also increase \$1.00. Tempelmeyer further explained there are certain contracts the City has with towns and villages that we cannot increase pursuant to the contractual terms of those agreements.

Councilmember Hydo stated she would not vote in favor of the proposed resolution because she believes the public should have more time to review the increases in their garbage bills.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, McLain  
Nay: Hydo, Ruh

MOTION CARRIED.

**RESOLUTION NUMBER 7523 – Passed and Adopted – establishing various fees**  
*Incorporated into the Minute Record by Reference*

## ORDINANCES

### **Ordinance amending Section 2-58 of the Beatrice City Code regarding the time at which regular City Council meetings are to be held**

Mayor Morgan introduced an ordinance amending Section 2-58 of the Beatrice City Code regarding the time at which regular City Council meetings are to be held.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-5, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-5 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-5 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council that the proposed ordinance would change the time for City Council meetings from 7:00 p.m. to 6:00 p.m. Tempelmeyer explained in 1999 an ordinance was approved to change meeting times during daylight savings time to 7:30 p.m., and then in 2000 the meeting time was changed to 7:00 p.m. all year. Mayor Morgan stated upon approval this would take effect in April.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**ORDINANCE NUMBER 25-5** – Passed and Approved – amending Section 2-58 of the Beatrice City Code regarding the time at which regular City Council meetings are to be held

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

**Ordinance vacating the following described real property: Lot One (1), Lincoln School Addition to the City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance vacating the following described real property: Lot One (1), Lincoln School Addition to the City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-6, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-6 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-6 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the next two (2) items go together and the first step in re-platting a property is to vacate existing parcels. Tempelmeyer explained this is for the Lincoln Elementary School site. The layout of the plat has not changed and only the name of the plat and certain street names have changed.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**ORDINANCE NUMBER 25-6** – Passed and Approved – vacating the following described real property: Lot One (1), Lincoln School Addition to the City of Beatrice, Gage County, Nebraska

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

**Ordinance approving the plat of Heritage Heights Addition to the City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance approving the plat of Heritage Heights Addition to the City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-7, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-7 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-7 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the street going through the new plat will be named Hamilton Lane, and the cul-de-sac in the parcel will be named Liberty Circle.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**ORDINANCE NUMBER 25-7** – Passed and Approved – approving the plat of Heritage Heights Addition to the City of Beatrice, Gage County, Nebraska

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

**Ordinance vacating the following described real property: Lot One (1), Paddock Lane Elementary School Addition to the City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance vacating the following described real property: Lot One (1), Paddock Lane Elementary School Addition to the City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-8, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-8 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-8 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this ordinance is to vacate the plat of the Paddock Lane Elementary School site. Tempelmeyer noted the new plat will be called Corral Crossings.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**ORDINANCE NUMBER 25-8** – Passed and Approved – vacating the following described real property: Lot One (1), Paddock Lane Elementary School Addition to the City of Beatrice, Gage County, Nebraska

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

**Ordinance approving the plat of Corral Crossings Addition to the City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance approving the plat of Corral Crossings Addition to the City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-9, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-9 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-9 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council since the name Paddock was related to horses, the new name of the plat and the cul-de-sacs are also related to horses.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**ORDINANCE NUMBER 25-9** – Passed and Approved – approving the plat of Corral Crossings Addition to the City of Beatrice, Gage County, Nebraska

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

**Ordinance authorizing the issuance by the City of Beatrice, Nebraska of its Combined Utilities Revenue Bonds, Series 2025, in aggregate principal amount not to exceed \$700,000, as recommended by the Airport Advisory Board**

Mayor Morgan introduced an ordinance authorizing the issuance by the City of Beatrice, Nebraska of its Combined Utilities Revenue Bonds, Series 2025, in aggregate principal amount not to exceed \$700,000, as recommended by the Airport Advisory Board.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-10, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-10 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-10 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council approximately \$10 million in improvements are slated for the Airport this summer. Tempelmeyer explained this revenue bond will be for a period of ten (10) years and the City's share of improvements is approximately \$660,000. Tempelmeyer noted this revenue bond would result in an increase of about \$0.01 on the City's levy.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**ORDINANCE NUMBER 25-10** – Passed and Approved – authorizing the issuance by the City of Beatrice, Nebraska of its Combined Utilities Revenue Bonds, Series 2025, in aggregate principal amount not to exceed \$700,000, as recommended by the Airport Advisory Board

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

## **PUBLIC FORUM**

No one appeared at the public forum.

## **DISCUSSIONS/REPORTS**

### **City Administrator's Monthly Report**

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the City Administrator's Monthly Report to the Council. Tempelmeyer noted asbestos removal at the Lincoln Elementary School site is complete and the contractors have moved to the Paddock Lane Elementary School site for asbestos removal. Tempelmeyer explained the next step is for utilities to be disconnected at both locations soon. Tempelmeyer stated the Police and Fire Departments will use both sites for training until demolition begins. Tempelmeyer noted demolition is scheduled to begin on March 31, 2025. Tempelmeyer reported both the Nebraska Department of Transportation (NDOT) and JEO are ready to sign their contracts for the CAST Initiative and we are currently waiting on the Federal Highway Administration (FHA) to sign their agreements. Tempelmeyer explained the FHA's estimated wait time is around 330 days. Tempelmeyer noted the development of the Aquatic Park Master plan is underway and RFQs were received earlier today.

Councilmember Doyle thanked Steve Bergmeier for his thirty-seven (37) years of service to the Airport.

### EXECUTIVE SESSION

Moved by McLain, seconded by Ruh, that the Beatrice City Council go into closed session at 8:31 p.m., for the protection of public interest to discuss real estate.

Mayor Morgan announced that it has been Moved by McLain, seconded by Ruh, that the Beatrice City Council go into closed session at 8.52 p.m., for the protection of public interest to discuss real estate.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Reconvened at 8:52 p.m.

### ADJOURNMENT

The next regular City Council meeting is April 7, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 8:52 p.m.

Roll Call: Yea: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

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Amanda Kuhlman, Deputy City Clerk

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Robert Morgan, Mayor

**City Claims approved as follows:** *(Abbreviations for this legal are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies: Alfred Benesch And Company, Ex, \$18,108.13; American Legion, Su, \$649.60; Arbor Ink, Su, \$49.99; Autozone, Su, \$4.99; Awards Unlimited, Inc, Su, \$25.20; Baker And Taylor, Ex, \$65.99; Barnes And Noble Bookstores Inc, Ex, \$232.70; Beatrice Area Solid Waste Agnc, Fe, \$48,251.41; Beatrice Community Hospital, Se, \$591.00; Beatrice Iron And Metal Co, Su, \$122.11; Beatrice Ready Mixed, Su, \$196.20; Beatrice Sand And Gravel, Su, \$1,980.23; Beatrice Valvoline Express Care, Se, Su, \$61.75; Benchmark Government Solutions Llc, Se, \$643.45; Blue Valley Door Co. Inc, Se, Su, \$190.96; Board Of Public Works, Re, \$9,278.74; Bomgaars Supply Inc, Su, \$894.46; Bond Owner, Ex, \$504,628.75; Bound Tree Medical Llc, Su, \$2,456.91; Cardmember Service, Su, Fe, \$11,618.61; Carpenter Paper Co, Su, \$96.99; Carthel, Jason L, Se, \$778.96; Caselle, Inc, Fe, \$262.84; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$33.48; City Motor Supply, Su, \$39.49; City Self Insured Health Plan, Re, \$226,000.00; City Treas. Petty Cash, Re, \$215.80; City Treasurer, Re, \$45,210.12; Column Software Pbc, Fe, \$280.88; Cornhusker International, Su, \$1,323.99; Danko Emergency Equipment Co, Su, \$279.25; Das State Acctg-Central Finance Ocio, Se, \$921.60; Datashield Corporation, Se, \$109.06; Demco, Su, \$293.01; Diode Communications, Se, \$404.95; Eakes, Inc, Su, \$765.38; Echo Group, Inc, Su, \$399.19; Egan Supply Co, Su, \$640.04; Esri, Inc, Fe, \$240.00; Farmers Cooperative, Su, \$8,337.26; Fastenal Company, Su, \$19.84; First Wireless Inc, Se, \$3,354.18; Fletcher's Decorating Inc, Ex, \$2,682.90; Frontier Appliance Llc, Se, Su, \$443.00; Gage County Eqpt Inc, Su, \$78.44; Gage County Register Of Deeds, Fe, \$34.00; Gage County Sheriff, Fe, \$4.00; Gage County Treasurer, Fe, \$3,115.80; Galls Llc, Su, \$103.16; Gb Auto Service Inc, Se, Su, \$2,241.90; Genesis Contracting Group Llc, Ex, \$36,000.00; Government Finance*

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Officers Assoc, Fe, \$460.00; Grainger, Su, \$5,199.60; Hometown Leasing, Se, \$659.26; Howland, Brandon L, Re, \$79.28; Interstate Power Systems, Inc, Se, Su, \$8,468.27; Jeo Consulting Group Inc, Ex, \$40,985.34; Jeremy Seggerman, Re, \$2,078.87; Johnstone Supply, Su, \$3,943.00; Jones Automotive, Inc, Se, Su, \$3,727.74; Kieper, Kirsten D, Re, \$175.16; Kinghorn, Tyler, Re, \$25.00; Lammel Plumbing Inc, Su, \$70.02; Lampton Welding Supply Co., Inc, Su, \$844.77; Language Line Services, Se, \$89.58; Larry's Tire And Service Inc, Se, \$55.00; Macqueen Equipment Llc, Su, \$1,175.24; Main Street Beatrice Inc, Re, \$10,000.00; Mango Languages, Se, \$2,600.00; Mead Lumber And Rental-Beatrice, Su, \$745.31; Merchant McIntyre & Assoc Llc, Fe, \$8,000.00; Mes I Acquisition Inc, Se, \$181.00; Midwest Tape, Llc, Fe, \$1,000.00; Minge Tree Service Llc, Ex, \$1,200.00; Motorola Solutions, Inc, Su, \$300.00; Nebraska Dept. Of Revenue, Fe, \$62.08; Nebraska Law Enforcement Training Center, Fe, \$75.00; Nebraska Municipal Fire Chiefs Asn, Fe, \$50.00; Nebraska Public Health Environmental Lab, Se, \$105.00; Nebraska State Patrol, Fe, \$1,392.00; Nebraska Supreme Court, Su, \$416.00; Nebraska Title Company, Su, \$175.00; Nebraska Trucking Association, Fe, \$225.00; Nmc, Inc, Su, \$125.29; Norris Public Power District, Se, \$5,255.64; Nutrien Ag Solutions, Su, \$3,060.00; Oakview Veterinary Clinic, Su, \$55.99; O'reilly Auto Parts, Su, \$1,786.23; Paymentech, Fe, \$1,180.15; Precision Auto Tune Inc, Se, Su, \$36.05; Premier Carpet Care Llc, Se, \$2,268.70; Priority Printing, Su, \$226.00; Pruss Excavation Co, Ex, \$137,102.65; Reef Tectonics, Inc, Se, Su, \$81.49; Refuse Inc, Su, \$3,060.00; Rewound Power Motors Sls And Svc Inc, Su, \$60.20; Ricoh Usa Inc, Se, 239.66; Ricoh Usa, Inc, Se, \$204.26; Rollins Inc, Se, \$65.00; Saathoff, Erin, Re, \$130.20; Sack Lumber Company, Su, \$116.22; Sapp Brothers, Su, \$7,453.05; Sheridan Industries, Se, \$40.50; Siteone Landscape Supply, Llc, Su, \$2,564.90; Sunny Smith, Se, \$900.00; Swana, Fe, \$100.00; Tempelmeyer, Tobias, Re, \$175.00; Tractor Supply, Su, \$11.94; Transunion Risk And Alternative, Se, \$75.00; Trizetto Provider Solutions, Se, \$92.09; Truck Center Companies, Su, \$1,685.41; Tsys Merchant Solutions, Fe, \$347.66; Tyler Technologies, Inc, Fe, \$684.02; Uhl's Sporting Goods, Su, \$25.00; Unifirst Corporation, Se, \$75.26; Unite Private Networks Llc, Se, \$78.38; Univeristy Of Nebraska-Lincoln, Se, \$1,500.00; Vendnovation, Llc, Se, \$1,200.00; Verizon Wireless, Se, \$326.37; Visa, Se, Su, \$1,852.25; Walker Uniform Rental, Se, \$67.31; Westlake Ace Hardware, Su, \$415.40; Whitehead Oil Company, Su, \$129.97; Windstream, Se, \$782.26; Xpress Bill Pay, Fe, \$493.85

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>					
12603	ADAMS RESCUE DEPT	REFUND	Refund - credit f/AVL air card	03/01/2025	34.83
12607	CREEK, ROBERTA	REFUND	Refund	03/31/2025	25.00
12604	MOLINA HEALTHCARE OF NEBRASKA	REFUND 25-0101	Refund Call #25-0101	03/07/2025	412.64
Total :					472.47
<b>ADMINISTRATION</b>					
960	BEATRICE HUMANE SOCIETY	REIMB. UT. FEB25	Reimb BPW Utilities- Feb25	03/06/2025	1,000.00
1350	BOARD OF PUBLIC WORKS	86-11586	City Postage - Mar 2025	03/31/2025	332.02
1350	BOARD OF PUBLIC WORKS	86-11586	Ambulance Postage - Mar 2025	03/31/2025	162.40
1034	CHARTER COMMUNICATIONS	1290027030-MAR25	Cable charges/City - Mar 2025	03/09/2025	12.37
12490	COLUMN SOFTWARE PBC	68EF132A-003	Notice of Sheriff's Sale CI 23-339 - 1734 Market St	03/11/2025	135.84
12490	COLUMN SOFTWARE PBC	7FF24556-0366	Notice of P&Z Mtg - 3/17/25	02/20/2025	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0367	Notice of Mtg Work Session - 3/17/25	02/20/2025	10.19
12490	COLUMN SOFTWARE PBC	7FF24556-0368	Notice of Mtg - 3/17/25	02/20/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0376	Ad f/Bids - Froberry Park Playground	03/05/2025	20.39
12490	COLUMN SOFTWARE PBC	7FF24556-0378	Ord 25-5	03/13/2025	17.56
12490	COLUMN SOFTWARE PBC	7FF24556-0379	Ord 25-6	03/13/2025	16.99
12490	COLUMN SOFTWARE PBC	7FF24556-0380	Ord 25-7	03/13/2025	20.39
12490	COLUMN SOFTWARE PBC	7FF24556-0381	Ord 25-9	03/13/2025	20.39
12490	COLUMN SOFTWARE PBC	7FF24556-0382	Ord 25-8	03/13/2025	17.56
12490	COLUMN SOFTWARE PBC	7FF24556-0383	Ord 25-10	03/13/2025	34.54
12490	COLUMN SOFTWARE PBC	7FF24556-0384	CC Minutes - 3/3/25	03/13/2025	164.23
2940	Eakes, Inc.	9103738-0	2) custom stamp	03/13/2025	92.90
3680	GAGE COUNTY REGISTER OF DEEDS	03142025	Agmt Stoddard Place LP	03/14/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Ord Heritage Heights Addition	03/26/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Plat Heritage Heights Addition	03/26/2025	76.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Ord Heritage Heights Addition	03/26/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Ord Corral Crossing Addition	03/26/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Plat Corral Crossing Addition	03/26/2025	76.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Ord Corral Crossing Addition	03/26/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Rel Beatrice Hospitality LLC	03/26/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03262025	Rel Beatrice Hospitality 2 LLC	03/26/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03272025	Wty Hoppe & Son LLC	03/27/2025	10.00
4670	JEO CONSULTING GROUP INC	159505	Project Mgmt f/SS4A ADA Transition Plan	03/19/2025	6,245.00
4670	JEO CONSULTING GROUP INC	159505	Pedestrian & Cyclist Facilities Assessment f/SS4A AD	03/19/2025	10,970.40
4670	JEO CONSULTING GROUP INC	159505	Architectural & Structural Assessment f/SS4A ADA Tr	03/19/2025	1,663.20
5100	LAMMEL PLUMBING INC	82449	Labor - roof drain repair f/Carnegie	03/24/2025	245.00
5100	LAMMEL PLUMBING INC	82449	Supplies - roof drain repair f/Carnegie	03/24/2025	76.14
5690	MEAD LUMBER AND RENTAL-BEATRI	11812752	4-cs) ceiling tile f/Carnegie	03/17/2025	548.60
11736	Meints Drywall, LLC	1680	Labor - Carnegie water damage ceiling repairs	03/16/2025	1,049.56
7380	PINNACLE BANK	FEBRUARY 2025	Internet Bank Fees	03/03/2025	52.10
7380	PINNACLE BANK	JANUARY 2025	Internet Bank Fees	02/03/2025	36.78
7470	PLYMOUTH ELECTRIC INC	123621	LED Light Fixture Upgrades f/Aud, Police, BPW Servi	03/27/2025	36,461.65
12273	Saathoff Solutions	INV312	Labor - Paint Carnegie (water damage)	03/21/2025	540.00
1088	Saathoff, Erin	REIMB MILEAGE 0321202	Reimb. Mil. - NMCA Institute & Academy 2025	03/25/2025	235.34
Total ADMINISTRATION:					60,516.23
<b>COMMUNITY DEVELOPMENT</b>					
1350	BOARD OF PUBLIC WORKS	1417.40-CD-FEB25	31.30 gal Unleaded @ 2.549	02/28/2025	79.78
1350	BOARD OF PUBLIC WORKS	1417.40-CD-JAN25	52.98 gal Unleaded @ 2.386	02/03/2025	126.42
1350	BOARD OF PUBLIC WORKS	86-11586	Community Development Postage - Mar 2025	03/31/2025	298.92
2040	CITY TREAS. PETTY CASH	P-CASH 04-07-2025	1) copy	03/31/2025	.50
3680	GAGE COUNTY REGISTER OF DEEDS	03102025	Notice Pella	03/10/2025	10.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9610	VERIZON WIRELESS	6108484341	Community Development-Ipad services (2)	03/13/2025	80.02
Total COMMUNITY DEVELOPMENT:					595.64
<b>POLICE ADMINISTRATION</b>					
1440	BRAGG, ROBERT	913205	Animal Control Services	03/24/2025	5,000.00
2940	Eakes, Inc.	9111902-0	1-bx) heavy duty envelope	03/27/2025	44.99
4420	RICOH USA INC	109070699	COPIER AGREEMENT - Apr25 Police	03/24/2025	179.75
Total POLICE ADMINISTRATION:					5,224.74
<b>POLICE COMMUNICATIONS</b>					
12445	Centurylink Communications LLC	728625508	Mech Vesta Bundle Feb 16-Mar 15 2025 - Auburn	03/16/2025	2,253.06
12445	Centurylink Communications LLC	728625508	911 phones - Mar 16-Apr 15 2025	03/16/2025	1,126.34
11267	DAS STATE ACCTG-CENTRAL FINANC	1470028	TELETYPE- February 2025	03/12/2025	45.00
11267	DAS STATE ACCTG-CENTRAL FINANC	1471766	TELETYPE- March 2025	03/21/2025	921.60
2620	FIRST WIRELESS INC.	129511	Tower Rental	03/31/2025	165.00
4420	RICOH USA INC	109070699	COPIER AGREEMENT - Apr25 Dispatch	03/24/2025	59.91
9920	WINDSTREAM	090063150-MAR25	Crime Stoppers phone service	03/12/2025	114.20
9920	WINDSTREAM	092227280-MAR25	911 Telephone Service	03/11/2025	162.22
Total POLICE COMMUNICATIONS:					4,847.33
<b>POLICE PATROL</b>					
890	BEATRICE COMMUNITY HOSPITAL	800137258-MAR25	In-custody Service - 25-893	03/12/2025	95.20
1350	BOARD OF PUBLIC WORKS	1417.20-PD-FEB25	300.71 gal Unleaded @ 2.549	02/28/2025	766.51
1350	BOARD OF PUBLIC WORKS	1417.20-PD-FEB25	762.02 gal Unleaded @ 2.589	02/28/2025	1,972.87
1350	BOARD OF PUBLIC WORKS	1417.20-PD-JAN25	976.31 gal Unleaded @ 2.40	02/03/2025	2,343.14
1350	BOARD OF PUBLIC WORKS	1417.20-PD-JAN25	322.64 gal Unleaded @ 2.549	02/03/2025	822.41
1350	BOARD OF PUBLIC WORKS	86-11586	Police Dept Postage - Mar 2025	03/31/2025	58.41
1034	CHARTER COMMUNICATIONS	176178901032125	Cable services/Police - March 2025	03/21/2025	33.48
12514	FCW, LLC	3757	2) Anderson M4 rifle	03/07/2025	1,560.00
12514	FCW, LLC	3757	2) Holosun green dot site	03/07/2025	538.00
12221	GB Auto Service Inc	511708397	Supplies - 3) tpms sensor f/16 Interceptor	03/11/2025	134.97
3950	GRAFIX	162797	Graphics f/23 Explorer	03/17/2025	278.65
12003	Oakview Veterinary Clinic	152425	pill pockets hickory f/Toro	03/17/2025	17.33
7590	PRECISION AUTO TUNE INC.	1401	Labor - LOF f/20 Tahoe	02/21/2025	12.00
7590	PRECISION AUTO TUNE INC.	1401	Supplies - 6) oil f/20 Tahoe	02/21/2025	21.54
7590	PRECISION AUTO TUNE INC.	1401	Labor - R&R washer pump f/20 Tahoe	02/21/2025	167.74
7590	PRECISION AUTO TUNE INC.	1401	Supplies - washer pump f/20 Tahoe	02/21/2025	59.19
7590	PRECISION AUTO TUNE INC.	1401	Shop supplies f/20 Tahoe	02/21/2025	19.54
7590	PRECISION AUTO TUNE INC.	1403	Shop supplies f/18 Interceptor	02/21/2025	21.84
7590	PRECISION AUTO TUNE INC.	1403	Labor - R&R blower motor, blower resistor f/18 Interc	02/21/2025	67.10
7590	PRECISION AUTO TUNE INC.	1403	Supplies - blower motor, blower resistor f/18 Intercept	02/21/2025	224.14
7590	PRECISION AUTO TUNE INC.	1422	Labor - R&R 2) battery f/11 Tahoe	02/26/2025	125.81
7590	PRECISION AUTO TUNE INC.	1422	Supplies - 2) battery, 1) battery post f/11 Tahoe	02/26/2025	442.22
7590	PRECISION AUTO TUNE INC.	1422	Labor - LOF f/11 Tahoe	02/26/2025	12.00
7590	PRECISION AUTO TUNE INC.	1422	Supplies - 6) oil f/11 Tahoe	02/26/2025	29.64
7590	PRECISION AUTO TUNE INC.	1422	Shop supplies f/11 Tahoe	02/26/2025	64.02
7590	PRECISION AUTO TUNE INC.	1434	Labor - R&R gasket f/16 Interceptor	03/04/2025	125.81
7590	PRECISION AUTO TUNE INC.	1434	Supplies - gasket f/16 Interceptor	03/04/2025	6.68
7590	PRECISION AUTO TUNE INC.	1434	Labor - pressure test system f/16 Interceptor	03/04/2025	41.94
7590	PRECISION AUTO TUNE INC.	1434	Supplies - cooling system sealer f/16 Interceptor	03/04/2025	18.48
7590	PRECISION AUTO TUNE INC.	1434	Shop supplies f/16 Interceptor	03/04/2025	20.25
7590	PRECISION AUTO TUNE INC.	1447	Labor - LOF f/13 Interceptor	03/07/2025	12.00
7590	PRECISION AUTO TUNE INC.	1447	Supplies - 6) oil f/13 Interceptor	03/07/2025	21.54
7590	PRECISION AUTO TUNE INC.	1447	Labor - wire repair f/13 Interceptor	03/07/2025	25.16

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
7590	PRECISION AUTO TUNE INC.	1447	Shop supplies f/13 Interceptor	03/07/2025	6.16
7590	PRECISION AUTO TUNE INC.	1469	Labor - LOF f/21 Interceptor	03/14/2025	12.00
7590	PRECISION AUTO TUNE INC.	1469	Supplies - 6) oil f/21 Interceptor	03/14/2025	21.54
7590	PRECISION AUTO TUNE INC.	1469	Shop supplies f/21 Interceptor	03/14/2025	3.52
9610	VERIZON WIRELESS	6107994610	ICAC Phone & Data	03/08/2025	91.00
9610	VERIZON WIRELESS	6108249034	Police AVL Cards	03/10/2025	560.22
9610	VERIZON WIRELESS	6109017336	Undercover Phones & data	03/20/2025	125.89
9700	WALMART STORES INC.	00633	credit - return 1) 4TB external hard drive	01/17/2025	105.00
9700	WALMART STORES INC.	01835	lock, latch	03/21/2025	12.81
9700	WALMART STORES INC.	03988	2) phone minutes f/undercover phone	02/20/2025	70.00
9700	WALMART STORES INC.	112624	late fees	01/13/2025	3.73
Total POLICE PATROL:					10,961.48
<b>FIRE ADMINISTRATION</b>					
11930	A T and T Mobility	287301368820X03112025	Cell service f/ Chief's Phone - Fire	03/03/2025	51.48
12056	ALL COPY PRODUCTS	38754872	Copier Rental	03/11/2025	389.54
12056	ALL COPY PRODUCTS	38754872	Copy usage - 2/5 - 3/4	03/11/2025	42.88
3090	ENERSPECT MEDICAL SOLUTIONS	28223	SHIPPING	03/12/2025	61.67
9610	VERIZON WIRELESS	6108983580	Cell phone service - Fire	03/20/2025	40.01
9700	WALMART STORES INC.	01843	candy f/Career Fair	03/25/2025	29.80
9920	WINDSTREAM	092071685-MAR25	Fire Alarm Phone Lines	03/21/2025	212.13
12465	WITMER PUBLIC SAFETY GROUP, INC	INV643102	Shipping	03/07/2025	17.55
12465	WITMER PUBLIC SAFETY GROUP, INC	INV647257	Shipping	03/14/2025	18.22
Total FIRE ADMINISTRATION:					863.28
<b>FIRE SUPPRESSION</b>					
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB25	95.528 gal Diesel @ 2.72	02/28/2025	259.83
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB25	158.384 gal Unleaded @ 2.549	02/28/2025	403.72
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN25	128.075 gal Diesel @ 2.65	02/03/2025	339.40
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN25	111.611 gal Unleaded @ 2.40	02/03/2025	267.87
2010	CITY MOTOR SUPPLY	908501	4) battery f/E2	03/17/2025	663.24
2010	CITY MOTOR SUPPLY	908546	6) battery f/L1	03/19/2025	994.86
2010	CITY MOTOR SUPPLY	908558	1) silicone	03/19/2025	7.29
12432	The Overhead Door Co of Lincoln Inc	51776	Labor - maintenance f/door	03/16/2025	125.00
12432	The Overhead Door Co of Lincoln Inc	51776	Trip Charge	03/16/2025	90.00
11678	Truck Center Companies	RA108040561.01	Labor - extended crank; fuel pump wire repairs f/E1	03/24/2025	3,762.50
11678	Truck Center Companies	RA108040561.01	Supplies - fuel pump wire repairs f/E1	03/24/2025	229.56
11678	Truck Center Companies	RA108040561.01	Labor - engine oil leak; R&R crankcase filter housing	03/24/2025	350.00
11678	Truck Center Companies	RA108040561.01	Supplies - crankcase filter housing f/E1	03/24/2025	498.65
11678	Truck Center Companies	RA108040561.01	Shop supplies	03/24/2025	300.00
9610	VERIZON WIRELESS	6108249034	Fire AVL Card	03/10/2025	40.01
9610	VERIZON WIRELESS	6108983580	Cell phone service - Fire	03/20/2025	40.01
9730	WALKER UNIFORM RENTAL	1394675	SHOP TOWEL SERVICE	03/06/2025	26.70
9730	WALKER UNIFORM RENTAL	1397232	SHOP TOWEL SERVICE	03/20/2025	26.70
12465	WITMER PUBLIC SAFETY GROUP, INC	INV643102	1) uniform boot, 11	03/07/2025	185.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV643899	1) Cairns NFPA Bourkes kit	03/10/2025	143.39
12465	WITMER PUBLIC SAFETY GROUP, INC	INV647257	5) uniform short	03/14/2025	260.00
Total FIRE SUPPRESSION:					9,013.73
<b>FIRE AMBULANCE</b>					
890	BEATRICE COMMUNITY HOSPITAL	599	ACLS Renewal f/Beavers	03/18/2025	200.00
890	BEATRICE COMMUNITY HOSPITAL	599	PALS new class f/Tyser	03/18/2025	250.00
890	BEATRICE COMMUNITY HOSPITAL	599	PALS new class f/Jones	03/18/2025	250.00
890	BEATRICE COMMUNITY HOSPITAL	602	8) BLS Renewal	03/27/2025	80.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB25	299.932 gal Diesel @ 2.72	02/28/2025	815.82
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB25	426.836 gal Unleaded @ 2.549	02/28/2025	1,088.00
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN25	381.47 gal Diesel @ 2.72	02/03/2025	1,037.60
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN25	5.735 gal Diesel @ 2.65	02/03/2025	15.20
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN25	535.83 gal Unleaded @ 2.386	02/03/2025	1,278.49
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN25	11.079 gal Unleaded @ 2.40	02/03/2025	26.58
1420	BOUND TREE MEDICAL LLC	85698445	1) snap-lok, numbered blue	03/14/2025	54.99
1420	BOUND TREE MEDICAL LLC	85700216	1) romazico flumazenil	03/17/2025	232.90
1420	BOUND TREE MEDICAL LLC	85702044	2) fentanyl	03/18/2025	139.96
1420	BOUND TREE MEDICAL LLC	85702044	1) morphine sulfate	03/18/2025	121.99
1420	BOUND TREE MEDICAL LLC	85702044	misc	03/18/2025	11.95
1420	BOUND TREE MEDICAL LLC	85712006	1) IV syringe 10ml	03/26/2025	165.60
1420	BOUND TREE MEDICAL LLC	85712006	1) sapphire infusion IV admin set	03/26/2025	267.80
1420	BOUND TREE MEDICAL LLC	85712006	2) curaplex IV start kit	03/26/2025	289.00
1420	BOUND TREE MEDICAL LLC	85712006	1) curaplex cuffed w/stylet	03/26/2025	35.90
1420	BOUND TREE MEDICAL LLC	85712006	1) curaplex nasal cannula, pedi	03/26/2025	29.50
1420	BOUND TREE MEDICAL LLC	85712006	12) curaplex burn sheet	03/26/2025	52.68
1420	BOUND TREE MEDICAL LLC	85712006	6) baxter buretrol IV admin	03/26/2025	139.74
1420	BOUND TREE MEDICAL LLC	85712006	1) butterfly winged infusion set	03/26/2025	33.99
2010	CITY MOTOR SUPPLY	908436	4) 2.5 gal DEF	03/13/2025	63.20
2010	CITY MOTOR SUPPLY	908436	wire cutters	03/13/2025	35.02
2040	CITY TREAS. PETTY CASH	P-CASH 04-07-2025	10) Meal - OTT	03/31/2025	75.00
3090	ENERSPECT MEDICAL SOLUTIONS	28223	3) tempus printer paper roll	03/12/2025	204.00
4270	HOLIDAY INN-KEARNEY	106564	Lodging f/Conference - Kinghorn	02/09/2025	389.85
4270	HOLIDAY INN-KEARNEY	106565	Lodging f/Conference - Koch, Nathan	02/09/2025	389.85
5110	LAMPTON WELDING SUPPLY Co., INC	0001122130	Cylinder rent - Fire	03/31/2025	554.17
5110	LAMPTON WELDING SUPPLY Co., INC	0020185335	Medical Oxygen	03/12/2025	479.24
5110	LAMPTON WELDING SUPPLY Co., INC	0020187291	Medical Oxygen	03/18/2025	432.15
5110	LAMPTON WELDING SUPPLY Co., INC	0020187930	Medical Oxygen	03/19/2025	135.63
7060	O'REILLY AUTO PARTS	0749-460616	marker light	03/21/2025	6.79
7060	O'REILLY AUTO PARTS	0749-461538	credit - return marker light	03/25/2025	6.79
9610	VERIZON WIRELESS	6108249034	Fire AVL Card	03/10/2025	40.01
9610	VERIZON WIRELESS	6108983580	Cell phone service - Fire	03/20/2025	120.46
Total FIRE AMBULANCE:					9,536.27
<b>PUBLIC PROPERTIES</b>					
920	BEATRICE FIRE PROTECTION LLC	4688	Labor - Fire Extinguisher Inspection f/aud, pd, lib, city	03/01/2025	264.00
920	BEATRICE FIRE PROTECTION LLC	4688	Supplies - Fire Extinguisher Inspection f/aud, pd, lib,	03/01/2025	855.85
980	BEATRICE IRON AND METAL CO	103528	1) 1/2" npt tap	03/17/2025	14.66
11281	Black Hills Energy	0420672199-MAR25	GAS SERVICE - Probation - March 2025	03/14/2025	295.14
11281	Black Hills Energy	3806703634-MAR25	GAS SERVICE - Police Dept - March 2025	03/14/2025	562.91
11281	Black Hills Energy	3806703634-MAR25	GAS SERVICE - Fire Dept - March 2025	03/14/2025	1,546.32
12095	Bomgaars Supply Inc	439451	measuring wheel	03/12/2025	49.99
7100	Buchheit	26090819	1) 1-gal chemical herbicide	03/24/2025	79.99
7100	Buchheit	26090819	rubber boot, 12	03/24/2025	24.99
12214	Cary's Cleaning	6331	Office cleaning - March 2025 f/Library	03/24/2025	2,000.00
12214	Cary's Cleaning	6332	Office cleaning - March 2025 f/FD	03/24/2025	1,360.00
12214	Cary's Cleaning	6335	Office cleaning - March 2025 f/PD	03/24/2025	1,560.00
2010	CITY MOTOR SUPPLY	908417	5.5 gal gas can	03/12/2025	43.78
2010	CITY MOTOR SUPPLY	908430	floor dry	03/13/2025	9.29
2010	CITY MOTOR SUPPLY	908578	1) 5-gal hydraulic fluid	03/20/2025	54.99
2010	CITY MOTOR SUPPLY	908578	1-gal 15W40	03/20/2025	33.98
2010	CITY MOTOR SUPPLY	908578	fuel filter, oil filter	03/20/2025	40.77
2010	CITY MOTOR SUPPLY	908586	oil filter	03/21/2025	22.40
2010	CITY MOTOR SUPPLY	908711	dust cap f/trailer	03/26/2025	4.69
5420	David L. Lottman Excavating, Inc	15994	60) 3/8 clean rock f/Scott Street & HP	03/18/2025	1,395.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1430	DOG WASTE DEPOT	753600	1-cs dog waste roll bags	03/13/2025	242.77
2940	Eakes, Inc.	INV634975	battery f/FD vacuum	03/17/2025	225.17
12230	Earl's Window Service	03172025	Clean windows - March 25 f/Fire Station	03/17/2025	94.00
4700	ECHO GROUP, INC	S011113960.001	switch, hole plug, cover, element fuse f/Aud ac unit	03/20/2025	72.43
4700	ECHO GROUP, INC	S011121086.001	6) EXIT emergency lights f/Library	03/25/2025	184.74
4700	ECHO GROUP, INC	S011121086.001	7) blade	03/25/2025	58.85
4700	ECHO GROUP, INC	S011123025.001	2) electrical box f/dugout	03/26/2025	15.56
3010	EGAN SUPPLY CO	398742	2-cs) pinesole, 2-cs) kleenex, 4-cs) roll towel, 5-pk) ur	03/31/2025	551.82
12180	Electronic Contracting Company Inc.	70252	smoke detector f/Carnegie	03/19/2025	104.46
12180	Electronic Contracting Company Inc.	70252	Labor - R&R smoke detector	03/19/2025	350.00
3240	FASTENAL COMPANY	176690	bulk screws	03/24/2025	20.85
2960	J AND B WINDOW AND GRAPHICS INC	03252025	Clean windows f/PD	03/25/2025	50.00
2960	J AND B WINDOW AND GRAPHICS INC	03252025	Clean Windows F/BPW Bldg	03/25/2025	54.00
5100	LAMMEL PLUMBING INC	82452	20) 40-lb softner salt f/FD	03/20/2025	140.00
5100	LAMMEL PLUMBING INC	82453	8) 40-lb softner salt f/Aud	03/20/2025	56.00
5110	LAMPTON WELDING SUPPLY Co., INC	0001122130	Cylinder rent - Pub. Prop.	03/31/2025	32.90
5690	MEAD LUMBER AND RENTAL-BEATRI	11685710	Labor - backpack blower repairs	02/04/2025	35.00
5690	MEAD LUMBER AND RENTAL-BEATRI	11828574	bulk fasteners f/Library kids media room	03/21/2025	19.17
5690	MEAD LUMBER AND RENTAL-BEATRI	11838268	knee pads	03/24/2025	23.99
11729	Nutrien Ag Solutions	56418953	Chemical f/buildings	03/26/2025	104.00
12144	Riverside Power Sports LLC	2452	Labor - hyrdraulic repairs f/Scott Street sand pro	03/18/2025	400.00
12144	Riverside Power Sports LLC	2452	Supplies - hydraulic repairs f/Scott Street sand pro	03/18/2025	587.62
8150	SACK LUMBER COMPANY	2503-063158	bulk fasteners f/Library shelving	03/21/2025	13.42
8150	SACK LUMBER COMPANY	2503-063259	sealant f/Library media room	03/21/2025	6.99
8150	SACK LUMBER COMPANY	2503-064249	blade f/saw	03/26/2025	23.99
8150	SACK LUMBER COMPANY	2503-065685	cable ties f/Chautauqua Park Pickleball windscreen	03/31/2025	17.29
1050	SHERIDAN INDUSTRIES	15482	Clean @ Indoor Hitting Facility - March 2025	04/01/2025	54.00
12521	SUNNY SMITH	MAR10 2025 - MAR28 202	Office cleaning f/Aud offices	03/29/2025	675.00
12521	SUNNY SMITH	MAR10 2025 - MAR28 202	Office cleaning f/BPW offices	03/29/2025	675.00
12406	Tredz Central LLC	46356	Supplies - 2) tire f/New Holland tractor	03/26/2025	1,420.00
12406	Tredz Central LLC	46356	Labor - 2) mount tire f/New Holland tractor	03/26/2025	80.00
9310	TWIN RIVERS CHRYSRLR/DODGE INC	80207	Labor - LOF f/19 2500	03/20/2025	43.00
9310	TWIN RIVERS CHRYSRLR/DODGE INC	80207	Supplies - 7) oil f/19 2500	03/20/2025	103.88
9310	TWIN RIVERS CHRYSRLR/DODGE INC	80207	Supplies - filter, cleaner f/19 2500	03/20/2025	15.06
9310	TWIN RIVERS CHRYSRLR/DODGE INC	80207	Supplies - engine air filter, cabin air filter, bulb f/19 25	03/20/2025	85.85
9310	TWIN RIVERS CHRYSRLR/DODGE INC	80207	shop supplies	03/20/2025	12.95
9760	Westlake Ace Hardware	10354947	bulk fasteners f/Aud	03/04/2025	17.76
9760	Westlake Ace Hardware	10354948	bulk fasteners f/Aud door	03/04/2025	4.11
9760	Westlake Ace Hardware	10354954	2) pipe cap, 2) compression connector f/Aud ac unit	03/04/2025	20.12
9760	Westlake Ace Hardware	10355003	7) nipple, 2) elbow, 2) face bushing f/Aud ac unit	03/07/2025	72.61
9760	Westlake Ace Hardware	10355010	1) face bushing, 1) nipple f/Aud ac unit	03/07/2025	10.96
9760	Westlake Ace Hardware	10355169	1) nipple f/Aud ac unit	03/20/2025	10.79
9760	Westlake Ace Hardware	10355181	bulk fasteners f/Library	03/20/2025	10.68
9760	Westlake Ace Hardware	10355187	tune-up kit f/back pack blower	03/20/2025	24.29
9760	Westlake Ace Hardware	10355233	4) lysol bowl cleaner, 4) windex, 1) powerwash spray	03/25/2025	38.61
9760	Westlake Ace Hardware	10355234	padlock f/gate	03/25/2025	24.29
9760	Westlake Ace Hardware	10355306	door handle f/Riverside bathroom	03/31/2025	37.79
10030	WRIGHTSMAN PLBG AND HEAT INC	105948	Supplies f/HP backflow repairs	03/31/2025	222.19
Total PUBLIC PROPERTIES:					17,362.71
<b>PP-WATER PARK</b>					
920	BEATRICE FIRE PROTECTION LLC	4688	Labor - Fire Extinguisher Inspection f/Water Park	03/01/2025	15.60
920	BEATRICE FIRE PROTECTION LLC	4688	Supplies - 2) Fire Ext f/Water Park	03/01/2025	226.20
920	BEATRICE FIRE PROTECTION LLC	4688	Supplies - Fire Extinguisher Inspection f/Water Park	03/01/2025	49.00
9920	WINDSTREAM	090051577-MAR25	Water Park phone service - Mar 2025	03/12/2025	111.21

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total PP-WATER PARK:					402.01
<b>LIBRARY</b>					
730	Baker and Taylor	2038920979	Jacksal Mistress	03/03/2025	17.40
730	Baker and Taylor	2038920979	Galaphile	03/03/2025	18.00
730	Baker and Taylor	2038920979	Summer Guests	03/03/2025	17.39
730	Baker and Taylor	2038920979	Beach Vibes	03/03/2025	18.00
730	Baker and Taylor	2038920979	Bonded in Death	03/03/2025	18.00
730	Baker and Taylor	2038920979	Place to Call Home	03/03/2025	11.04
730	Baker and Taylor	2038920979	Freight	03/03/2025	1.00
730	Baker and Taylor	2038925130	Sunrise on the Reaping	03/05/2025	16.79
730	Baker and Taylor	2038925130	Lawrence and Sophia Big and Bold	03/05/2025	16.14
730	Baker and Taylor	2038925130	Everything is Tuberculosis	03/05/2025	16.80
730	Baker and Taylor	2038925130	Freight	03/05/2025	.50
730	Baker and Taylor	2038950769	How elegant the Elephant Poems about...	03/17/2025	12.59
730	Baker and Taylor	2038950769	Fire and Ash	03/17/2025	11.99
730	Baker and Taylor	2038950769	That's Not Funny David	03/17/2025	11.39
730	Baker and Taylor	2038950769	Pete the Kitty and the Mermaids Sandcast	03/17/2025	10.79
730	Baker and Taylor	2038950769	I Survived 11 I Survived the Great Molasses....	03/17/2025	14.99
730	Baker and Taylor	2038950769	Llama Llama Loves his Teacher	03/17/2025	9.49
730	Baker and Taylor	2038950769	Freight	03/17/2025	.71
730	Baker and Taylor	2038952470	Blood Moon	03/18/2025	18.00
730	Baker and Taylor	2038952470	Nemesis	03/18/2025	18.00
730	Baker and Taylor	2038952470	Fight or Flight	03/18/2025	16.80
730	Baker and Taylor	2038952470	Pharisees Wife	03/18/2025	31.34
730	Baker and Taylor	2038952470	Writer	03/18/2025	18.00
730	Baker and Taylor	2038952470	Lethal Prey	03/18/2025	19.20
730	Baker and Taylor	2038952470	Black Box Writing the Race	03/18/2025	13.00
730	Baker and Taylor	2038952470	Martha Stewart's Gardening Handbook	03/18/2025	24.00
730	Baker and Taylor	2038952470	Hope's Enduring Echo	03/18/2025	11.70
730	Baker and Taylor	2038952470	Small Things Like These	03/18/2025	19.00
730	Baker and Taylor	2038952470	Freight	03/18/2025	1.89
730	Baker and Taylor	2038954447	Rebellion 1776	03/18/2025	11.01
730	Baker and Taylor	2038954447	Freight	03/18/2025	.11
780	BARNES AND NOBLE BOOKSTORES I	7592	Legend	03/23/2025	13.60
780	BARNES AND NOBLE BOOKSTORES I	7592	Read These Banned Books	03/23/2025	10.39
780	BARNES AND NOBLE BOOKSTORES I	7592	American Demon	03/23/2025	16.00
780	BARNES AND NOBLE BOOKSTORES I	7592	Siren's Call	03/23/2025	25.60
780	BARNES AND NOBLE BOOKSTORES I	7592	Secret to Superhuman Strenght	03/23/2025	19.20
780	BARNES AND NOBLE BOOKSTORES I	7592	North Carolina Adventrue Weekends	03/23/2025	13.56
780	BARNES AND NOBLE BOOKSTORES I	7592	Perfect Son	03/23/2025	14.39
780	BARNES AND NOBLE BOOKSTORES I	7592	Lorne	03/23/2025	28.80
780	BARNES AND NOBLE BOOKSTORES I	7592	Serviceberry	03/23/2025	16.00
780	BARNES AND NOBLE BOOKSTORES I	7592	Here be Dragons	03/23/2025	20.80
780	BARNES AND NOBLE BOOKSTORES I	7592	Things We Cannot Say	03/23/2025	31.99
780	BARNES AND NOBLE BOOKSTORES I	7592	Boxcar Librarian	03/23/2025	22.39
780	BARNES AND NOBLE BOOKSTORES I	7592	God of The Woods	03/23/2025	25.60
780	BARNES AND NOBLE BOOKSTORES I	7592	Isadora	03/23/2025	14.40
780	BARNES AND NOBLE BOOKSTORES I	7592	Catfish Ponds & Lily Pads	03/23/2025	13.56
780	BARNES AND NOBLE BOOKSTORES I	7592	North Carolina Bucket List	03/23/2025	20.00
780	BARNES AND NOBLE BOOKSTORES I	7592	Atlas Complex	03/23/2025	15.19
780	BARNES AND NOBLE BOOKSTORES I	7592	Atlas Paradox	03/23/2025	15.19
780	BARNES AND NOBLE BOOKSTORES I	7592	1,000 Inventions and Discoveries	03/23/2025	15.99
2940	Eakes, Inc.	INV636552	Contract Billing 12/23/2024 - 3/22/2025	03/23/2025	3.79
2980	EBSCO INFORMATION SERVICES	91011016982	Library Aware Online Database 4/1/2025-3/31/2026	03/18/2025	1,300.00
3740	GALE/CENGAGE LEARNING	86979893	Six Bits a Day	03/06/2025	18.19

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3740	GALE/CENGAGE LEARNING	87010006	Elmer Keltons the Familiar Stranger	03/12/2025	18.84
3740	GALE/CENGAGE LEARNING	87020271	The Smiling Country	03/14/2025	18.19
3740	GALE/CENGAGE LEARNING	87020271	The Good Old Boys	03/14/2025	18.19
9920	WINDSTREAM	092151344-MAR25	Library Phone Service	03/25/2025	68.01
9920	WINDSTREAM	092151344-MAR25	INTERNET SERVICE	03/25/2025	32.34
Total LIBRARY:					2,255.26
Total GENERAL FUND:					122,051.15
<b>STREET FUND</b>					
<b>STREET FUND</b>					
11761	Bauer Built Tire	840177738	Labor-Springs,Pins, bushings, hangers	03/11/2025	3,410.00
11761	Bauer Built Tire	840177738	1)King Pins @810.88	03/11/2025	810.88
11761	Bauer Built Tire	840177738	2)Front Spring Shackle @332.75	03/11/2025	665.50
11761	Bauer Built Tire	840177738	6)Spring Pin@81.07	03/11/2025	486.42
11761	Bauer Built Tire	840177738	2)Front Leaf Spring @785.14	03/11/2025	1,570.28
11761	Bauer Built Tire	840177738	4)Ubolt@27.40	03/11/2025	109.60
11761	Bauer Built Tire	840177738	1)Air Dryer Hose Assembly @208.45	03/11/2025	208.45
11761	Bauer Built Tire	840177738	2)Wheel Seal @47.81	03/11/2025	95.62
11761	Bauer Built Tire	840177738	1)Toe-Set Alignment Labor	03/11/2025	175.00
11761	Bauer Built Tire	840177738	Shop Supplies	03/11/2025	275.00
990	BEATRICE LAWN CARE INC	122	9)Downtown Alleys/Lots @275.00	03/15/2025	2,475.00
1270	BLUE VALLEY DOOR CO. INC	44018	Repair Gutter 1300 Park	03/27/2025	558.00
1350	BOARD OF PUBLIC WORKS	1131.01-APR25	Share Building Repair fund	04/01/2025	250.00
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-FEB25	186.72 gal Diesel @ 2.72	02/28/2025	507.88
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-FEB25	1,000.0 gal Diesel @ 2.70	02/28/2025	2,700.00
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-FEB25	588.48 gal Diesel @ 2.86	02/28/2025	1,683.05
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-FEB25	235.97 gal Unleaded @ 2.589	02/28/2025	610.92
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-JAN25	466.19 gal Diesel @ 2.65	02/03/2025	1,235.40
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-JAN25	600.0 gal Diesel @ 2.57	02/03/2025	1,542.00
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-JAN25	828.9 gal Diesel @ 2.64	02/03/2025	2,188.30
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-JAN25	389.59 gal Diesel @ 2.72	02/03/2025	1,059.68
1350	BOARD OF PUBLIC WORKS	1146.40-STREET-JAN25	229.03 gal Unleaded @ 2.549	02/03/2025	583.79
1350	BOARD OF PUBLIC WORKS	1456.00-APR25	Engineering Services-street	04/01/2025	5,530.00
1350	BOARD OF PUBLIC WORKS	1905.00-APR25	SHARE TELEPHONE SERVICES STREET	04/01/2025	150.00
12095	Bomgaars Supply Inc	00435146	1)Epoxy,Kwikweld Syringe @6.99	02/25/2025	6.99
7100	Buchheit	26089616	1)Hose Air USA Hyfrid 33/8x25@19.99	03/11/2025	19.99
7100	Buchheit	26089748	1)Jack 15" 5000# @59.99	03/12/2025	59.99
7100	Buchheit	26089748	1)Rubber Hose 3/8"x25ft@34.99	03/12/2025	34.99
7100	Buchheit	26090837	2)Fence Safety 4x100@39.99	03/24/2025	79.98
2060	CITY SELF INSURED HEALTH PLAN	APR25-STREET	Street Dept Health Insurance Funding	04/01/2025	18,000.00
2080	CITY TREASURER	ATTY-APR25	Attorney Service - street	04/01/2025	827.00
2080	CITY TREASURER	GM-APR25	GM SALARY - STREET	04/01/2025	1,590.00
2460	CORNHUSKER STATE INDUSTRIES	1472242	20)S 6th (30x9) @16.40	03/25/2025	328.00
2460	CORNHUSKER STATE INDUSTRIES	1472242	20) 13th St (24x9)@13.10	03/25/2025	262.00
2460	CORNHUSKER STATE INDUSTRIES	1472242	20)Scott St(30x9)@16.40	03/25/2025	328.00
2460	CORNHUSKER STATE INDUSTRIES	1472243	20)Lincoln St(30x9)@16.40	03/25/2025	328.00
2460	CORNHUSKER STATE INDUSTRIES	1472243	20)19th St (24x9)@13.10	03/25/2025	262.00
2940	Eakes, Inc.	9105140-0	1)Desk Pad Calander@8.65	03/25/2025	8.65
3210	FARMERS COOPERATIVE	2265-MAR25	4)11R22.5 Lancaster tire@290.00	03/31/2025	1,160.00
3210	FARMERS COOPERATIVE	2265-MAR25	tire disposal	03/31/2025	28.00
3210	FARMERS COOPERATIVE	2265-MAR25	tire tax	03/31/2025	4.00
3210	FARMERS COOPERATIVE	2265-MAR25	46.5020 gal Dyed diesel	03/31/2025	117.00
3240	FASTENAL COMPANY	176695	400)11" UVBlack Cble Tie @.0403	03/24/2025	16.12
3240	FASTENAL COMPANY	176716	100)CB 1/4-20x3/4@.08	03/25/2025	8.00
3240	FASTENAL COMPANY	176757	100) 1/2 USS F/W Z @.1424	03/27/2025	14.24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3240	FASTENAL COMPANY	176757	100)3/8 uss f/w Z @.03	03/27/2025	3.03
3240	FASTENAL COMPANY	176757	100)7/16 uss f/w z @.088	03/27/2025	8.88
3630	GAGE COUNTY EQPT INC.	l809261	1)Harness @360.33	03/31/2025	360.33
3960	GRAINGER	9438993744	150) 60lb bags Pavement Patch @20.34/ea	03/14/2025	3,051.00
3960	GRAINGER	9438993744	Shipping	03/14/2025	159.00
12591	Interstate Power Systems, Inc	R023062223 01	Labor-PTO Leaking	03/18/2025	2,136.00
12591	Interstate Power Systems, Inc	R023062223 01	2)TranSynd 668, 3x1 ga ea @44.70	03/18/2025	89.40
12591	Interstate Power Systems, Inc	R023062223 01	1)Gasket-Mounting pto@15.73	03/18/2025	15.73
12591	Interstate Power Systems, Inc	R023062223 01	1)Gasket Material @15.89	03/18/2025	16.89
12591	Interstate Power Systems, Inc	R023062223 01	Diagnostice/Tech Services	03/18/2025	149.52
12591	Interstate Power Systems, Inc	R023062223 01	Shop supplies	03/18/2025	306.94
11646	J and A Traffic Products	39600	25) 1 1/2" x 1 1/2" x 12' 14ga Telespar Post @50.00	03/31/2025	1,250.00
4670	JEO CONSULTING GROUP INC	158977	Project Mgmt & Admin f/Industrial Park Storm Deten	02/27/2025	62.50
4670	JEO CONSULTING GROUP INC	158977	Hydrology & Hydraulic Analysis f/Industrial Park Stor	02/27/2025	1,538.75
4670	JEO CONSULTING GROUP INC	159394	Amendment-Reconstruction Design Lincoln - 25th -27	03/13/2025	5,635.75
4670	JEO CONSULTING GROUP INC	159782	Project Mgmt & Admin f/Industrial Park Storm Deten	03/27/2025	28.75
4670	JEO CONSULTING GROUP INC	159782	Hydrology & Hydraulic Analysis f/Industrial Park Stor	03/27/2025	1,077.50
4770	JOHNNY'S WELDING INC.	280003	Labor-tailgate	03/03/2025	625.00
4770	JOHNNY'S WELDING INC.	280003	Steel and Materials @60.00	03/03/2025	60.00
5110	LAMPTON WELDING SUPPLY Co., INC	0001122130	Cylinder rent - Street	03/31/2025	21.97
5110	LAMPTON WELDING SUPPLY Co., INC	0020184878	2)JAC Headgear @19.73	03/11/2025	39.46
5110	LAMPTON WELDING SUPPLY Co., INC	0020184878	2)JAC Visor @10.58	03/11/2025	21.16
5110	LAMPTON WELDING SUPPLY Co., INC	0020190500	1cyl) K Oxygen@79.56	03/26/2025	79.56
5110	LAMPTON WELDING SUPPLY Co., INC	0020190500	1cyl)Medium Acetylene@103.54	03/26/2025	103.54
5110	LAMPTON WELDING SUPPLY Co., INC	0020190500	Hazmat Fee	03/26/2025	7.70
5110	LAMPTON WELDING SUPPLY Co., INC	0020190500	Delivery Fee	03/26/2025	25.00
11867	MacQueen Equipment LLC	P14961	2)Conv side skirt @207.80	03/25/2025	415.60
11867	MacQueen Equipment LLC	P14961	1)PL conv Dfctr@36.88	03/25/2025	36.88
11867	MacQueen Equipment LLC	P14961	1)Rear Skirt @48.36	03/25/2025	48.36
11867	MacQueen Equipment LLC	P14968	1)Rear Skirt @48.36	03/25/2025	48.36
11867	MacQueen Equipment LLC	P14968	1)PL conv Dfctr@36.88	03/25/2025	36.88
11867	MacQueen Equipment LLC	P14985	1)Washer-UHMW Fla @13.71	03/26/2025	13.71
11867	MacQueen Equipment LLC	W04128	Labor-Hyd Leak anable to identify	03/21/2025	1,322.00
11867	MacQueen Equipment LLC	W04128	Control viv, V-belt,AY-MBRM, AY-MBRM Arm Brg	03/21/2025	2,210.85
11867	MacQueen Equipment LLC	W04128	Labor-Segment#2	03/21/2025	3,276.50
11867	MacQueen Equipment LLC	W04128	Labor-Segment#3-Water pump R/R	03/21/2025	1,138.50
11867	MacQueen Equipment LLC	W04128	Water pump,freight	03/21/2025	1,260.61
11867	MacQueen Equipment LLC	W04128	Labor-Segment 4-side broom repair	03/21/2025	4,726.50
11867	MacQueen Equipment LLC	W04128	Thrust Washer,Pivot block,	03/21/2025	3,077.56
11867	MacQueen Equipment LLC	W04128	Labor-Segment6-Hopper lift/lower switch R/R	03/21/2025	90.00
11867	MacQueen Equipment LLC	W04128	Hopper lift/lower switch	03/21/2025	915.82
11867	MacQueen Equipment LLC	W04128	Labor-Segment 7-Repair Auto Lube Lines	03/21/2025	138.00
5690	MEAD LUMBER AND RENTAL-BEATRI	11786818	4)SL-1 Filler, Concrete Jnt 29oz @29.99	03/10/2025	119.96
5690	MEAD LUMBER AND RENTAL-BEATRI	11787301	3)GS Pond & Stone Foam 12oz @13.99	03/10/2025	41.97
5690	MEAD LUMBER AND RENTAL-BEATRI	11787301	4)SL-1 Filler, Concrete Jnt 29oz @29.99	03/10/2025	119.96
12606	Nebraska Concrete and Aggregates Ass	1070	Annual Quality Concrete Conf-James	11/01/2024	65.00
10830	NMVCA	WORKSHOP2025	Summer Workshop Registration/Valentine,Meints,Saa	04/07/2025	315.00
10830	NMVCA	WORKSHOP2025	1)Machine Calubratuib @ 25.00	04/07/2025	25.00
6980	OLSSON INC	532609	Design Services f/Ella St; 3rd to 2nd	03/28/2025	17,664.20
7060	O'REILLY AUTO PARTS	0749-459037	1)Air Plug @2.37	03/14/2025	2.37
7060	O'REILLY AUTO PARTS	0749-460152	2)1galantifrez @10.99	03/19/2025	21.98
7060	O'REILLY AUTO PARTS	0749-460168	2)Retainer @4.59	03/19/2025	9.18
3011	RDO Truck Center Co	118622L	1)CABLE @74.43	03/21/2025	74.43
3011	RDO Truck Center Co	118622L	FREIGHT	03/21/2025	20.00
9260	TRACTOR SUPPLY	439077	1)4pk 2in SS Pin Tumbler padlock @64.99	03/24/2025	64.99
9260	TRACTOR SUPPLY	439077	1)Fence Safety 4x100@32.99	03/24/2025	32.99
9260	TRACTOR SUPPLY	439077	20)Chain 1/4 GR43 hi test @4.29	03/24/2025	85.80

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9260	TRACTOR SUPPLY	733296	12)FG-Tarp Knob end @4.49	03/31/2025	53.88
9260	TRACTOR SUPPLY	733296	1)GW Hose 5/8x15ft@12.99	03/31/2025	12.99
9260	TRACTOR SUPPLY	733296	1)FG-Tarpknob end @4.49	03/31/2025	4.49
9260	TRACTOR SUPPLY	733296	2)Auto Pro Undercoating @17.99	03/31/2025	35.98
9760	Westlake Ace Hardware	10355158	1)Cleaner Lemon @10.79	03/19/2025	10.79
9760	Westlake Ace Hardware	10355158	2)Clorx Cleanup @6.29	03/19/2025	12.58
9760	Westlake Ace Hardware	10355158	2)Mr Clean @8.63	03/19/2025	17.26
9760	Westlake Ace Hardware	10355212	1)Guardian Barrier4x50@30.59	03/24/2025	30.59
9760	Westlake Ace Hardware	10355212	1)Sfty Fencing org 4'@37.79	03/24/2025	37.79
9760	Westlake Ace Hardware	10355229	12)Bulk Fasteners @1.07	03/25/2025	12.84
9760	Westlake Ace Hardware	10355254	8)Bulk Fasteners @.30	03/26/2025	2.40
9760	Westlake Ace Hardware	10355254	2)Bulk Fasteners @.45	03/26/2025	.90
9760	Westlake Ace Hardware	10355254	2)Bulk Fasteners@.31	03/26/2025	.62
9760	Westlake Ace Hardware	10355317	1)Couple BRS3/4 FH-1/2@8.09	03/31/2025	8.09
Total STREET FUND:					106,897.24
Total STREET FUND:					106,897.24
<b>AIRPORT FUND</b>					
<b>AIRPORT-GENERAL</b>					
11281	Black Hills Energy	2208569044-MAR25	Airport Gas Service	03/11/2025	367.04
1350	BOARD OF PUBLIC WORKS	1417.50-AIRPORT-FEB25	68.29 gal Diesel @ 2.72	02/28/2025	185.74
2100	CITY SERVICE VALCON LLC.	0838696	8,017 gal Jet A fuel @ 2.733290	03/24/2025	21,912.79
4700	ECHO GROUP, INC	S011123783.001	2) LED 2-head flood light w/sensor	03/26/2025	204.58
5690	MEAD LUMBER AND RENTAL-BEATRI	11730848	Lumber, bulk fasteners f/key lock box	02/20/2025	25.90
7060	O'REILLY AUTO PARTS	0749-462284	Battery	03/28/2025	128.66
7060	O'REILLY AUTO PARTS	0749-462284	core charge f/battery	03/28/2025	22.00
7060	O'REILLY AUTO PARTS	0749-462284	credit - core charge f/battery	03/28/2025	22.00-
7060	O'REILLY AUTO PARTS	0749-462284	Battery	03/28/2025	56.93
7060	O'REILLY AUTO PARTS	0749-462284	core charge f/battery	03/28/2025	10.00
7060	O'REILLY AUTO PARTS	0749-462284	credit - core charge f/battery	03/28/2025	10.00-
6170	STATE OF NEBRASKA	1469608	MONTHLY AWOS/VOR	03/01/2025	818.33
9760	Westlake Ace Hardware	10355147	2-cycle oil	03/18/2025	15.29
9760	Westlake Ace Hardware	10355176	cable ties f/windsock	03/20/2025	8.99
9760	Westlake Ace Hardware	10355184	eye screw, rope clip f/Hangar door	03/20/2025	3.76
9760	Westlake Ace Hardware	10355266	2) light socket f/MALSR	03/27/2025	12.58
9760	Westlake Ace Hardware	10355313	Supplies f/Airport sign lighting	03/31/2025	69.45
9760	Westlake Ace Hardware	10355315	Supplies f/Airport sign lighting	03/31/2025	2.51
9920	WINDSTREAM	092226581-MAR25	AIRPORT PHONE SERVICE	03/25/2025	74.97
Total AIRPORT-GENERAL:					23,887.52
Total AIRPORT FUND:					23,887.52
<b>BEATRICE AREA SOLID WASTE AGNC</b>					
<b>BASWA</b>					
12095	Bomgaars Supply Inc	439405	3) swivel gooseneck, 2) bushings, hose kit, cutting tip	03/12/2025	116.72
12095	Bomgaars Supply Inc	439405	3-piece cutting torch	03/12/2025	124.99
12095	Bomgaars Supply Inc	443719	ball valve, 2) pipe nipple, 2) coupler/plug, posi-lock, 2	03/26/2025	112.89
12605	BROYHILL EQUIPMENT LLC	13	2) element f/Brown Bear	03/21/2025	215.28
12605	BROYHILL EQUIPMENT LLC	13	shipping/handling	03/21/2025	27.11
12605	BROYHILL EQUIPMENT LLC	20	28) sawtooth paddle extension f/Brown Bear	03/21/2025	1,015.56
12605	BROYHILL EQUIPMENT LLC	20	bulk; capscrew, nut, lock washer, flat washer f/Brown	03/21/2025	275.19
12605	BROYHILL EQUIPMENT LLC	20	1) skidshoe blade f/Brown Bear	03/21/2025	612.67
12605	BROYHILL EQUIPMENT LLC	20	shipping/handling	03/21/2025	491.85
3119	Burns and McDonnell, Inc.	180403-1	Groundwater Monitoring - Existing MSW Landfill	03/28/2025	1,211.46

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3119	Burns and McDonnell, Inc.	180403-1	Background Groundwater Sampling - South MSW La	03/28/2025	2,462.93
2040	CITY TREAS. PETTY CASH	COMPOST - FY25	BASWA Compost Startup Cash - FY25 Season	03/26/2025	50.00
12490	COLUMN SOFTWARE PBC	7FF24556-0369	Notice of BASWA Mtg - 3/17/25	02/20/2025	8.49
3170	Fairbanks Scales, Inc.	1720050	Labor - R&R control board #2 & #4, load cell	03/17/2025	3,076.50
3170	Fairbanks Scales, Inc.	1720050	Supplies - control board #2 & #4, load cell	03/17/2025	983.06
12221	GB Auto Service Inc	511708712	Labor - 2) flat repair f/dump truck	03/25/2025	110.00
12221	GB Auto Service Inc	511708712	Supplies - 1) tire f/dump truck	03/25/2025	354.50
12505	HARD ROCK QUARRIES LLC	5682	16.09 tn) 5/8" limestone screenings	03/10/2025	238.13
12591	Interstate Power Systems, Inc	R023062246.01	Labor - reseal hydraulic leak w/orings, tension tracks	03/13/2025	787.50
12591	Interstate Power Systems, Inc	R023062246.01	Misc Charges	03/13/2025	168.29
12591	Interstate Power Systems, Inc	R023062357.01	Labor - install water tank in bed f/John Deere C8500	03/21/2025	506.25
12591	Interstate Power Systems, Inc	R023062357.01	Misc Charges	03/21/2025	96.16
12591	Interstate Power Systems, Inc	R023062412.01	Labor - DPF service f/D6T	03/28/2025	3,600.00
12591	Interstate Power Systems, Inc	R023062412.01	Shop supplies	03/28/2025	664.00
12591	Interstate Power Systems, Inc	R023062440.01	Labor - R&R filters, full PMI service f/755	03/31/2025	731.25
12591	Interstate Power Systems, Inc	R023062440.01	Supplies - air filter, fuel filter, oil filter f/755	03/31/2025	747.89
12591	Interstate Power Systems, Inc	R023062440.01	Shop supplies	03/31/2025	156.27
3880	JOHN A GARCIA	707984	pump kit f/pressure washer	03/12/2025	285.00
3880	JOHN A GARCIA	707984	pump oil f/pressure washer	03/12/2025	17.00
3880	JOHN A GARCIA	707984	Labor - pressure washer repair	03/12/2025	200.00
12300	Klecans Diverse Service LLC	566	Labor - engine diag f/Scrapper	03/31/2025	3,750.00
5110	LAMPTON WELDING SUPPLY Co., INC	0020188633	Oxygen	03/20/2025	23.20
5110	LAMPTON WELDING SUPPLY Co., INC	0020188633	Hazmat Fee	03/20/2025	7.70
6430	NMC, INC	CUI1468155	1) primary element, 4) filter asy f/963D	03/25/2025	244.92
6430	NMC, INC	CUI168774	2) nox sensor asy f/963D	03/26/2025	1,915.58
6430	NMC, INC	SCN108560	credit - return fuel filter f/963	03/27/2025	29.37-
7060	O'REILLY AUTO PARTS	0749-458224	oil filter f/963	03/11/2025	18.60
7060	O'REILLY AUTO PARTS	0749-458480	xtra seal blow gun	03/12/2025	7.78
12393	Rollins Inc	275291659	Pest Control Standard - March 2025	03/12/2025	75.00
9730	WALKER UNIFORM RENTAL	1394678	UNIFORM SERVICE	03/06/2025	41.06
9730	WALKER UNIFORM RENTAL	1395961	UNIFORM SERVICE	03/13/2025	41.06
9730	WALKER UNIFORM RENTAL	1397235	UNIFORM SERVICE	03/20/2025	41.06
9730	WALKER UNIFORM RENTAL	1398476	UNIFORM SERVICE	03/27/2025	41.06
9700	WALMART STORES INC.	06801-FY25	batteries, handsoap, 2) grabber	03/12/2025	51.70
9700	WALMART STORES INC.	06801-FY25	toner	03/12/2025	29.98
9920	WINDSTREAM	090048686-MAR25	Landfill Telephone Service	03/12/2025	137.06
Total BASWA:					25,843.33
Total BEATRICE AREA SOLID WASTE AGNC:					25,843.33
<b>CAPITAL IMP FUND</b>					
<b>CAPITAL IMPROVEMENTS-GENERAL</b>					
11281	Black Hills Energy	0557260287-MAR25	GAS SERVICE - Lincoln School - March 2025	03/14/2025	421.04
11281	Black Hills Energy	4584289228-MAR25	GAS SERVICE - 201 Cedar - March 2025	03/14/2025	462.49
12590	VANWINKLE MASONRY INC	1004	Re-Tuckpoint 8) pillars f/Library on West side	03/31/2025	15,912.00
Total CAPITAL IMPROVEMENTS-GENERAL:					16,795.53
Total CAPITAL IMP FUND:					16,795.53
<b>ECONOMIC DEVELOPMENT FUND</b>					
11281	Black Hills Energy	6814678989-MAR25	GAS SERVICE - Kensington - March 2025	03/14/2025	3,793.71
Total :					3,793.71

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total ECONOMIC DEVELOPMENT FUND:					3,793.71
<b>SANITATION FUND</b>					
980	BEATRICE IRON AND METAL CO	103433	4) rubber tie-down strap	03/13/2025	19.26
11281	Black Hills Energy	3806703634-MAR25	GAS SERVICE - MARS - March 2025	03/14/2025	1,373.44
1270	BLUE VALLEY DOOR CO. INC	43978	Supplies - door	03/24/2025	1,592.00
1350	BOARD OF PUBLIC WORKS	86-11586	MARS Postage - Mar 2025	03/31/2025	683.38
12103	Firststar Fiber Inc	0014653-IN	February 2025 Recycling Tipping fee	02/28/2025	4,662.76
4770	JOHNNY'S WELDING INC.	276866	60") 3/4" hose	03/12/2025	48.60
4770	JOHNNY'S WELDING INC.	276866	2) hose fitting	03/12/2025	54.80
4770	JOHNNY'S WELDING INC.	276866	Labor to make hose	03/12/2025	8.00
12084	One Source Parts, LLC	1034104	4) proximity sensor	03/24/2025	509.77
12084	One Source Parts, LLC	1034104	4) proximity sensor	03/24/2025	509.76
12460	Refuse Inc.	2124	6) 2-yd rear load dumpster, brown	03/12/2025	4,590.00
12393	Rollins Inc	275291658	Pest Control Standard f/MARS - March 2025	03/12/2025	75.00
8260	SAPP BROTHERS	IN4700950	1,500.0 gal #2 Clear Diesel @ 2.974002	03/17/2025	4,461.00
8260	SAPP BROTHERS	IN4703663	687.0 gal #2 Clear Diesel @ 2.973996	03/20/2025	2,043.14
8260	SAPP BROTHERS	IN4705743	15.84 gal Propane @ 2.9307	03/24/2025	46.42
8260	SAPP BROTHERS	IN4710586	466.0 gal #2 Clear Diesel @ 2.973982	03/28/2025	1,385.88
8260	SAPP BROTHERS	IN4711715	267.0 gal #2 Clear Diesel @ 2.973994	03/31/2025	794.06
11678	Truck Center Companies	XA108170661.01	Fuel fill cap, valve check, electric tachometer	03/24/2025	424.61
11678	Truck Center Companies	XA108170661.01	gauge; temp, water temp, eng oil press, fuel lever, air	03/24/2025	1,071.79
11678	Truck Center Companies	XA108170661.01	Speedometer head	03/24/2025	501.22
11678	Truck Center Companies	XA108170661.01	instrument carrier bezel	03/24/2025	382.80
11678	Truck Center Companies	XA108170661.01	Freight	03/24/2025	45.00
11678	Truck Center Companies	XA108170736.01	Fuel shutoff valve	03/28/2025	789.06
Total :					26,071.75
Total SANITATION FUND:					26,071.75
Grand Totals:					325,340.23

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
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Dated: \_\_\_\_\_

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

City Council: \_\_\_\_\_

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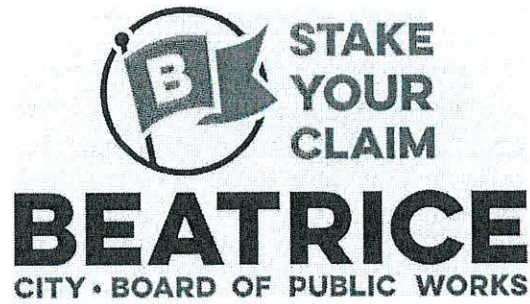
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City Recorder: \_\_\_\_\_



## MEMORANDUM

**TO:** Mayor & City Council  
**DATE SUBMITTED:** March 26, 2025

**FROM:** Erin Saathoff  
City Clerk  
**FOR AGENDA OF:** April 7, 2025

**SUBJECT:** Ratifying 2/18 Council Meeting  
**EXHIBIT(S):** Resolution, Ad Proof and Email Correspondence

In February 2024, Lee Enterprises, dba The Beatrice Daily Sun, began utilizing Column, an online public notice platform, that their clients can use to schedule public notices. On January 20, 2025, I scheduled the notice of meeting for the February 18, 2025 City Council meeting to be published on February 12, 2025.

On March 4, 2025, as I was reviewing the statement from Column, I noticed we had still not received an affidavit of publication for the February 12, 2025 meeting and reached out to Column. I was informed that due to a system outage as a result of the cyber attack at Lee Enterprises, the notice was not published. Column then canceled the notice, voiding the outstanding invoice.

Upon discussion with Tobias, we agreed it would be best to ratify the actions from the February 18, 2025 meeting.

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

**WHEREAS**, on January 20, 2025, Erin Saathoff, City Clerk, scheduled a notice of meeting for the February 18, 2025 City Council meeting through Column, an online public notice platform utilized by Lee Enterprises, dba, The Beatrice Daily Sun to be published on February 12, 2025; and

**WHEREAS**, on March 4, 2025, Erin Saathoff, City Clerk, was notified by Column that due to the System Outage as a result of the Cyber Attack at Lee Enterprises, the notice of meeting was not published; and

**WHEREAS**, the Mayor and the City Council are desirous to ratify the actions taken by the City Council at the February 18, 2025 meeting to ensure compliance with Nebraska's Open Meetings Law.

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

**SECTION 1.** That the Mayor and City Council hereby ratify all actions identified in the attached minutes taken by the Mayor and City Council during meeting held on February 18, 2025.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor



**CITY OF BEATRICE, NEBRASKA**  
**MINUTES OF THE REGULAR CITY COUNCIL MEETING**  
**FEBRUARY 18, 2025**  
**7:00 P.M.**

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The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the 18<sup>th</sup> day of February, 2025, beginning at 7:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on February 12, 2024, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Mayor Morgan led those in attendance in the Pledge of Allegiance.

#### **ROLL CALL**

Attending: Mayor Morgan, Councilmembers: Barnard, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Absent: Doyle

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

#### **CONSENT AGENDA**

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on February 3, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$817,793.30.
- f. Approval of BASWA Report of Claims in the amount of \$604,373.46.
- g. Approval of Pay Request #1 in the amount of \$94,950.00, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
- h. Approval of Pay Request #1 in the amount of \$413,999.21, to Pruss Excavation for the BASWA South MSW Landfill Phase IS project.
- i. Resolution Number 7502 reappointing Larry Ramsey, Cheryl Wirth, Tammy Brown, Sherrie Beekman, and Karla Hopkins to the Beatrice Housing Authority Board.
- j. Resolution Number 7503 entering into a Hangar Lease with Highrize Aviation, LLC, for the purpose of leasing the Hangar L-1, located at the Beatrice Municipal Airport.
- k. Resolution Number 7504 granting KWBE, and its designees, permission to serve alcoholic beverages and to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in Charles Park and the Carnegie Building on Friday, June 13, 2025, from 6:00 p.m. to 10:00 p.m., as part of their annual celebration event.

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

Roll Call: Yea: Barnard, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

## DISCUSSION/REPORTS

### **Presentation of Auditor's Report and the Annual Comprehensive Financial Report for the year ending September 30, 2024**

Abby Dobson and Alyssa Cyboron, with FORVIS, appeared before the Council to present the Auditor's Report and Annual Comprehensive Financial Report (ACFR) for FY24. Dobson thanked Hannah Bell, Finance Director, and her team for the work with the audit as well as the preparation of the ACFR, which was completed earlier than the past due to Dobson's upcoming maternity leave. Dobson reported FORVIS has provided a clean opinion of the City's finances with no exceptions. Dobson noted there were no instances of any significant deficiencies or material weaknesses with the City's financial statements or internal controls. Dobson explained FORVIS' responsibility when conducting an audit is to form and express opinions about whether the financial statements prepared by management meet the Generally Accepted Accounting Principles (GAAP). Dobson noted FORVIS does not audit every single transaction that took place for FY24. Dobson further noted FORVIS does not audit the Beatrice Public Library Foundation financial statements, as the Foundation has another auditor conduct their audit. Dobson noted the City is not required to complete a full ACFR, however, completion of the ACFR allows the City to apply for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting, which the City has received in the past.

Dobson noted there were no new Government Accounting Standards Board (GASB) accounting standards adopted this year. There were no unusual policies or accounting methods reported, and no alternative accounting treatments reported. Dobson reported there were no audit adjustments made to the audit. Dobson reviewed GASB 101, regarding compensated sick leave, which will be effective for the City's FY25. Mayor Morgan thanked Bell and the Finance Department for a job well done on this year's audit.

Councilmember Fairbanks inquired if Tempelmeyer could explain the expenditures for the last ten (10) years, the assessed and estimated actual value, and the ratios of the general bonded debt. Tempelmeyer stated the expenses have seen an increase over the last ten (10) years, however, there are no significant changes and reflect the cost of running the City and the capital expenses. Bell noted Economic Development and CDBG monies run into the General Government fund. Bell stated the City received approximately \$580,000 in CDBG grants and approximately \$600,000 in the Economic Development fund for 2024. The property tax valuation has increased from \$576 million to \$914 million over the past ten (10) years and is set by the County Assessor's Office. Tempelmeyer noted the tax rate has decreased during this same time frame. Tempelmeyer also reviewed the outstanding bonds the City has currently noting the City's current debt ratio of 0.38%, which is fairly low when comparing how much debt you have compared to how much valuation you have. The City's net bonded per capita, or how much debt per person, is \$287.00 and Tempelmeyer stated Norfolk's rate is currently \$884.00. Tempelmeyer noted both of those numbers are a comfortable number to be at. Councilmember Fairbanks inquired about where the Fire Station General Obligation Bonds money is reported and Tempelmeyer noted the money collected is shown in the debt service funds, which is at \$2.6 million currently. Once the City has enough money to call a series of bonds, that money will be used.

Mayor Morgan noted the ACFR is posted on the City's website as part of the City's continued transparency efforts.

### **Presentation of Safe Streets & Roads for All (SS4A) Safety Action Plan**

The Safe Streets & Roads for All (SS4A) Safety Action Plan presentation was postponed until March 3, 2025.

### **PUBLIC HEARINGS/BIDS**

#### **Public Hearing for the purpose of considering the application of REZ, LLC, dba Cheapest Damn Butts and Booze, 116 North 8th Street, Beatrice, Nebraska, for a Class D liquor license**

Mayor Morgan announced that a public hearing will now be held for the purpose of considering the application of REZ, LLC, dba Cheapest Damn Butts and Booze, 116 North 8th Street, Beatrice, Nebraska, for a Class D liquor license.

Chet McGrury, Community Development Director, under oath, reported there were no issues found in the planning report conducted by the Community Development Department and there are no foreseeable issues or concerns.

Dan Moss, Police Captain, under oath, reported to the Council there was nothing found in the standard background investigation to prohibit the issuance of this license.

Lori Rezac, owner of Cheapest Damn Butts and Booze, appeared before the Council to thank them for their consideration of this liquor license. Rezac noted she has three (3) other businesses and is looking forward to expanding here in Beatrice.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 7:40 p.m.

Roll Call: Yea: Barnard, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Moved by McLain, seconded by Ruh, that the application of REZ, LLC, dba Cheapest Damn Butts and Booze, 116 North 8<sup>th</sup> Street, Beatrice, Nebraska, for a Class D liquor license, be recommended to the Nebraska Liquor Control Commission for approval.

Roll Call: Yea: Barnard, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

### **RESOLUTIONS**

#### **Resolution Number 7505 adopting the Safe Streets & Roads for All (SS4A) Safety Action Plan**

Resolution Number 7505 adopting the Safe Streets & Roads for All (SS4A) Safety Action Plan was postponed until March 3, 2025.

## ORDINANCES

**Ordinance authorizing the issuance by the City of Beatrice, Nebraska of its Combined Utilities Revenue Bonds, Series 2025, in aggregate principal amount not to exceed \$5,000,000, as recommended by the Board of Public Works**

Mayor Morgan introduced an ordinance authorizing the issuance by the City of Beatrice, Nebraska of its Combined Utilities Revenue Bonds, Series 2025, in aggregate principal amount not to exceed \$5,000,000, as recommended by the Board of Public Works.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-3, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

Roll Call: Yea: Barnard, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-3 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-3 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council a reimbursement resolution was issued previously for the issuance of utility revenue bonds for the purchase of a jet truck for the Water Department and WPC Department, at \$500,000 each, and approximately \$4 million for Substation improvements and the rebuilding of feeder lines for the Electric Department. Tempelmeyer noted the bond payments will be split 80/10/10 with the Electric, Water, and WPC Departments and will pay off their portion over the ten (10) year period.

Mayor Morgan inquired if anyone from the public wished to comment, and no one came forward.

Roll Call: Yea: Barnard, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**ORDINANCE NUMBER 25-3** – Passed and Approved – authorizing the issuance by the City of Beatrice, Nebraska of its Combined Utilities Revenue Bonds, Series 2025, in aggregate principal amount not to exceed \$5,000,000, as recommended by the Board of Public Works.

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

## PUBLIC FORUM

No one appeared during public forum.

## DISCUSSIONS/REPORTS

### City Administrator's Monthly Report

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the City Administrator's Monthly Report to the Council. A pre-construction kickoff meeting was held last week for the Taxiway C and Apron Reconstruction project. The project is scheduled to begin March 24, 2025. Tempelmeyer noted currently you can drive from the hangars to the runway without making a turn, which is a safety concern, and the runways will be redesigned with this project. The City has been working with the Register of Deeds Office and Nebraska Department of Economic Development (NDED) on how they want the covenants listed for the Rural Community Recovery Program (RCRP) playground grant and then will work on purchasing the playground equipment. Tempelmeyer thanked our essential service employees for their dedication to the citizens of Beatrice, as they continue to work in extreme weather conditions to ensure our services continue to be provided.

Councilmember Eskra inquired if the Southwest Power Pool (SPP) has had any new development with the colder weather. Tempelmeyer noted SPP has issued a weather warning, however, they are not at a point where they are asking customers to conserve energy at this point. Councilmember Eskra inquired where energy prices are and Tempelmeyer noted Cottonwood prices were higher yesterday afternoon, however, they were nowhere near the prices from a couple years ago.

Councilmember Fairbanks inquired if the Council is going to take a stand collectively on any of the four (4) legislative bills the City is currently following and asked Tempelmeyer to give a quick rundown on the proposed bills. Tempelmeyer reviewed the four (4) bills. LB117 would eliminate sales tax on residential electric sales. They eliminated sales tax on water sales a couple of years ago. The legislative argument is lowering this sales tax would help individuals who are struggling to make ends meet. The cost to the City is approximately \$250,000, which would affect the General Fund since it is sales tax dollars. Tempelmeyer noted Police and Fire is largely where those funds help support. LB179 would increase police officer retirement from seven percent (7%) to nine percent (9%), which would have a financial impact to the City's General Fund. LB357 would eliminate municipal equalization funds, which are issued by the State of Nebraska to First Class cities based upon where you fall on the property tax levy spectrum. Communities who are above the state average for your tax levy, you have a greater need, therefore the State issues those communities' money. The City receives approximately \$1 million annually. Tempelmeyer stated communities who have low property taxes typically have higher sales tax and would like this to be eliminated since they do not receive the benefit from these funds. LB526 was introduced on behalf of the Governor and would impose a two and one-half cent (0.025) per kwh tax on data miners. Tempelmeyer noted the two (2) customers we currently have in the Industrial Park would likely close their business here and go elsewhere, as that would be a significant tax to them. One (1) reason those companies selected Beatrice was because of our competitive electric rates, however, if that tax was imposed, it would outweigh the lower energy costs for them. Tempelmeyer noted there has been some discussion on reducing that number to one (1) data miner customers may be able to live with, however, nothing has been determined at this time.

Mayor Morgan noted the Council will review the report from the Strategic Planning Retreat on March 17<sup>th</sup>.

## ADJOURNMENT

The next regular City Council meeting is March 3, 2025 at 7:00 p.m. in the BPS Administration Building Board Room. There will be a work session on March 17, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 7:54 p.m.

Roll Call: Yea: Barnard, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Nay: None

MOTION CARRIED.

**Erin Saathoff, City Clerk**

**Robert Morgan, Mayor**

**City Claims approved as follows:** *(Abbreviations for this legal are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies: Adams Village Of, Re, \$13,037.40; Adams Rural Fire District, Re, \$15,516.42; Alfred Benesch And Company, Ex, \$56,444.72; Ameritas Life Insurance Corp, Fe, \$1,000.00; Armstrong Rentals Llc, Su, \$8,170.81; Baker And Taylor, Ex, \$378.07; Barnes And Noble Bookstores Inc, Ex, \$147.96; Barneston Rural Fire District, Re, \$14,692.43; Beatrice Area Solid Waste Agnc, Re, \$52,127.26; Beatrice Community Hospital, Se, \$622.50; Beatrice Iron And Metal Co, Su, \$857.44; Beatrice Mechanical Serv Inc, Se, Su, \$3,126.42; Beatrice Ready Mixed, Su, \$120.00; Beatrice Rural Fire Dept, Re, \$21,111.79; Benchmark Government Solutions Llc, Se, \$1,012.85; Black Hills Energy, Se, \$234.87; Blue Springs Fire District, Re, \$13,699.04; Blue Springs, City, Re, \$10,815.56; Board Of Public Works, Re, \$8,698.88; Bomgaars Supply Inc, Su, \$106.13; Bound Tree Medical Llc, Su, \$4,743.05; Burns And Mcdonnell, Inc, Ex, \$46,981.32; Cardmember Service, Fe, Su, \$8,929.75; Carpenter Paper Co, Su, \$365.99; Central Community College, Fe, \$908.00; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$33.54; City Motor Supply, Su, \$99.62; City Self Insured Health Plan, Re, \$226,000.00; City Treasurer, Re, \$40,196.18; Clatonia Village Of, Re, \$13,310.87; Clatonia Fire District, Re, \$11,457.35; Column Software Pbc, Fe, \$197.08; Cortland Village Of, Re, \$11,843.33; Cortland Lancaster Rural Fire, Re, \$13,944.96; Crewline Exteriors, Re, \$11,550.00; Das State Acctg-Central Finance Ocio, Se, \$921.60; Diode Communications, Se, \$404.95; Dvorak Law Group, Llc, Fe, \$5,595.00; Eakes, Inc, Su, \$1,354.77; Earl's Window Service, Se, \$230.00; Echo Group, Inc, Su, \$249.58; Egan Supply Co, Su, \$389.50; Farmers Cooperative, Se, Su, \$8,054.59; Filley Rural Fire District, Re, \$14,155.16; Gage County Register Of Deeds, Re, \$22.00; Gage County Sheriff, Fe, \$3.00; Galls Llc, Su, \$55.14; Gb Auto Service Inc, Se, Su, \$275.00; Genesis Contracting Group Llc, Ex, \$94,950.00; Grainger, Su, \$172.25; Hard Rock Quarries Llc, Su, \$952.43; Henning Carpentry, Re, \$40,306.00; Hometown Leasing, Se, \$659.26; Interstate Power Systems, Inc, Se, Su, \$2,867.37; J And B Window And Graphics Inc, Se, \$104.00; Jeo Consulting Group Inc, Ex, \$32,423.75; Johnny's Welding Inc, Se, Su, \$280.31; Johnstone Supply, Su, \$308.17; Jones Automotive, Inc, Se, Su, \$548.47; Klecans Diverse Service Llc, Se, \$2,065.00; Lammel Plumbing Inc, Su, \$234.58; Lampton Welding Supply Co., Inc, Su, \$936.87; Language Line Services, Se, \$216.37; Lincoln Custom Masonry, Se, \$3,900.00; Lynn Peavey Company, Su, \$427.05; Mead Lumber And Rental-Beatrice, Su, \$188.42; Merchant Mcintyre & Assoc Llc, Fe, \$8,000.00; Mid-State Engineering & Testing Inc, Se, \$4,938.00; Midwest Laboratories Inc, Se, \$518.00; Modern Hr Collaborative Llc, Se, \$3,776.44; Nebraska Dept. Of Revenue, Fe, \$59.17; Nebraska Iai Annual Educational Conf, Fe, \$150.00; Nebraska Regional Interoperability Net, Se, \$4,800.00; Nebraska Title Company, Fe, \$150.00; Nmc, Inc, Se, Su, \$2,090.32; Norris Public Power District, Su, \$5,699.48; Novel Effect, Inc, Fe, \$49.99; Nutrien Ag Solutions, Su, \$2,022.30; Odell Rural Fire District, Re, \$16,259.34; Odell, Village Of, Re, \$10,828.67; O'reilly Auto Parts, Su, \$1,267.82; Overdrive, Su, \$6,000.00; Paymentech, Fe, \$760.39; Pickrell Village Of, Re, \$10,681.98; Pickrell Rural Fire District, Re, \$14,497.74; Powerplan, Se, Su, \$3,782.30; Priority Printing, Su, \$724.36; Pruss Excavation Co, Ex, \$413,999.21; Rdo Truck Center Co, Su, \$161.86; Reef Tectonics, Inc, Se, Su, \$81.49; Ricoh Usa Inc, Se, \$239.66; Ricoh Usa, Inc, Fe, \$40.58; Rivistas*

February 18, 2025  
Regul:(33)eting  
Page 6 of 7

Subscription Services, Su, \$392.70; Rollins Inc, Se, \$215.00; Saathoff Solutions, Ex, \$2,137.50; Sack Lumber Company, Su, \$14.99; Sapp Brothers, Su, \$13,014.28; Schuster's Outdoor And Rv Inc, Su, \$1,036.95; Sheridan Industries, Se, \$60.75; Sherwin-Williams Co, Su, \$853.55; Southeast Nebr Development District, Re, \$17,179.28; Streicher's, SU, \$1,861.08; Sunny Smith, Se, \$900.00; Surnali Llc, Se, \$135.00; Swana, Fe, \$255.00; Tk Elevator Corp, Se, \$503.58; Tractor Supply, Su, \$281.90; Transunion Risk And Alternative, Se, \$75.00; Truck Center Companies, Su, \$6,838.94; Tsys Merchant Solutions, Fe, \$784.30; Unifirst Corporation, Se, \$75.26; Unite Private Networks Llc, Fe, \$78.38; Unitedhealthcare, Re, \$459.52; Verizon Wireless, Se, \$125.89; Visa, Su, \$1,490.33; Walker Uniform Rental, Se, \$108.37; Walmart Stores Inc, Su, \$27.52; Westlake Ace Hardware, Su, \$167.64; Windstream, Se, \$253.07; World Archives Holdings Llc, Su, \$2,874.00; Wrightsman Plbg And Heat Inc, Se, Su, \$630.04; Wymore City Of, Re, \$13,957.14; Wymore Rural Fire District, Re, \$13,477.79; Xpress Bill Pay, Fe, \$477.51; Zoellner Ford-Lincoln Of Beatrice, Se, Su, \$733.82



# Column

## OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **The Beatrice Daily Sun** on the dates indicated below. If changes are needed, please contact us prior to deadline at help@column.us

Notice ID: 4gFzOS0ZD45H0jKRyDq | **Proof Updated: Jan. 20, 2025 at 02:17pm CST**  
Notice Name: **CC Mtg 2/18** | Publisher ID: COL-NE-500929

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

<b>FILER</b>	<b>FILING FOR</b>
Erin Saathoff	The Beatrice Daily Sun
esaathoff@beatrice.ne.gov	
(402) 228-5211	

<b>Columns Wide: 1</b>	<b>Ad Class: Legals</b>
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02/12/2025: General Legal Notice	10.19
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<b>Total</b>	<b>\$10.19</b>
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### Notice of Meeting

Notice is hereby given that a meeting of the Mayor and Council of the City of Beatrice, Nebraska will be held at 7:00 P.M. on Tuesday, February 18, 2025, in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, and will be open to the public. An agenda for such meeting is available for public inspection at the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska, and on the City website, www.beatrice.ne.gov.  
Erin Saathoff, CMC, City Clerk  
COL-NE-500929 2/12 ZNEZ

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## Lee Enterprise Systems Outage

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**Bailee Liston** <help@column.us>

Tue, Mar 4, 2025 at 2:48 PM

Reply-To: help@column.us

To: Erin Saathoff <esaathoff@beatrice.ne.gov>

Hello,

Sadly due to the System Outage due to the Cyber Attack at Lee Enterprise we are slowly starting to access to tear sheets which are needed to produce affidavits. Sadly these did not publish on 2/12. If you would like, we can get the ad rescheduled on the next available run date during this delay if you would like. Please let us know how you would like to proceed.

Thank you,

—  
// Bailee Liston

// Column Pro Representative

// Column.us is an easy-to-use online platform where you can place public notices, and access your proofs, invoices and affidavits.

How did I do? ☆☆☆☆☆

On March 4, 2025 at 8:40 AM PST esaathoff@beatrice.ne.gov wrote:

Check #87768 paid: 7FF24556-0305 (\$12.46) & 7FF24556-0348 (\$13.59)

On Mon, Mar 3, 2025 at 4:42 PM Nichole S <help@column.us> wrote:

Hi Erin,

Thank you for sending this information. I am currently reviewing the status of the affidavits to match them with the invoices that are missing them.

Could you please let me know if check #87768 was intended to cover any other invoices aside from 7FF24556-0305? Any additional details you can provide about this payment would be greatly appreciated.

Best,

—  
// Nichole

// Customer Support

// Looking for our Help Center?

☆☆☆☆☆

How did I do?

On March 3, 2025 at 11:29 AM CST esaathoff@beatrice.ne.gov wrote:

Attached are notes on the monthly statement. I am still missing 3 affidavits & invoice will not be paid until that has been received. I believe one of the BPW notices was misposted, as there is an outstanding invoice that has not published yet that is not showing as owed. I made that note at the bottom of the 2nd page.

On Sat, Mar 1, 2025 at 7:02 AM Column Support <support@column.us> wrote:

← CC Mtg 2/18 **CANCELLED**

Notice ID: 4gFzOS0ZD45H0jkRNyDq

Newspaper  
The Beatrice Daily Sun

Confirmation Status  
X Cancelled

Publication Date  
✓ Feb 12, 2025

Status  
Cancelled

Invoice Due  
Feb 20

Order Number  
COL-NE-500929

Account Number  
60003615

Quick Actions

VIEW PROOF

VOIDED INVOICE

PAY INVOICE

CANCEL NOTICE

Preview Activity

Erin Saathoff (BEATRICE BOARD OF PUBLIC WORKS) 20 Jan 2025 at 2:16 PM CST  
Submitted this notice to The Beatrice Daily Sun. [View proof.](#)

Bailee Liston (Column Software) 20 Jan 2025 at 2:17 PM CST  
Confirmed the notice.

Bailee Liston (Column Software) 20 Jan 2025 at 2:17 PM CST  
Created an invoice. [View PDF.](#)

Stefani Dragoo (Column Software) 4 Mar 2025 at 4:06 PM CST  
Cancelled this notice, with reason "Cancelled due to Lee outage".

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

**WHEREAS**, the Beatrice City Code requires any person desiring to sell or offer for sale or peddle goods, wares, or merchandise upon the public street or public parking lots must first obtain permission from the Mayor and City Council; and

**WHEREAS**, Kevin Kramer, d/b/a Pappys Camels, has requested permission from the Mayor and City Council to sell or offer for sale or peddle goods, wares, or merchandise at the Skate Park; and

**WHEREAS**, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant Kevin Kramer, d/b/a Pappys Camels, permission to sell or offer for sale or peddle good, wares, or merchandise at the Skate Park periodically beginning May 1, 2025 and terminating on October 31, 2025 for camel rides.

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

**SECTION 1.** That the Mayor and City Council of Beatrice, Nebraska hereby grants permission to Kevin Kramer, d/b/a Pappys Camels, permission to sell or offer for sale or peddle good, wares, or merchandise at the Skate Park periodically beginning May 1, 2025 and terminating on October 31, 2025 for camel rides. Said permission should be effective periodically beginning May 1, 2025 and terminating on October 31, 2025.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:



Tobias Tempelmeyer <ttempelmeyer@beatrice.ne.gov>

---

## Camel Rides in the Park by Pappys Camels

---

Kevin Kramer <pappyscamels@icloud.com>  
To: ttempelmeyer@beatrice.ne.gov

Thu, Mar 20, 2025 at 9:06 AM

Mr. Tempelmeyer,

I have spoken with Mark a few times and he said to send you my information.

I'm fully insured 2 million with Brown & Brown. I'm registered with the USDA. I'm based at Crab Orchard. I moved home last year. I had Camel Business overseas for 12 years and been around Camels for over 30 years.

I'm looking at doing Rides at the Skate Park on West Court. That has the highest traffic. I use a loading ramp for Riders to get on and off the Camels. I use an area approximately 60ft x 60ft. I rope off the area for the Rides. All manure is picked up and there is no trash left around.

I charge \$10.00 per Rider or \$38.00 if they pay for 4 Riders.

I'm looking at doing this occasionally from May to October depending on weather.

Camels have soft feet they don't tear up the ground.

Website is pappyscamels.com

Phone: 4022300667

Plycall if you have any questions please.

Regards,

Kevin

Pappys Camels

Sent from my iPhone

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

**WHEREAS**, the City of Beatrice desires to enter into an Agreement with Kidwell to install data cables at 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 and City Clerk are hereby authorized to execute the Agreement between the City of Beatrice, Nebraska, and Kidwell to install data cables at the Beatrice Public Library. A copy of said Agreement marked as "Exhibit A", is attached hereto, incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor



**Beatrice Public Library**

Matt McConnell  
mmccconnell@beatrice.ne.gov  
100 N. 16th Street  
Beatrice, NE 68310  
United States

**Rob Wilson**

rwilson@kidwellinc.com  
402-475-9151  
KIDQ22302  
2/18/2025

**Job Name/Location: CAT6A Data Cabling eRate 2025**

Kidwell Form 498 ID #143014960:

- Per FCC DA 24-1104, all work proposed to be completed by Kidwell for this Category 2 E-rate project is considered an eligible product or service.
- 69 Category 6A plenum-rated data cables will be installed to replace existing CAT5 cabling throughout the library.
- A drop consists of all new cabling, jacks, patch panels, patch cords, labels, faceplates & testing. Misc. j-hooks, velcro, and other support material are included.
- Kidwell has proposed to install orange CAT6A cable for all new drops, terminating onto blue jacks with plastic ivory faceplates.
- Pricing assumes there is space on the existing rack(s) for all new equipment.
- Pricing does not include any patch cords.
- Pricing does not include any WAP, switch or transceiver hardware, programming or installation.
- Pricing does not include any electrical work, including conduits, basket/ladder tray, sleeves & pathways.
- Kidwell will provide a 25-Year CommScope Performance Warranty.
  - o Equipment: \$13,900.00
  - o Installation: \$16,425.00

**Notes:**

- 1) Work to be performed during Kidwell's normal business hours.
- 2) No sales tax has been included for material or labor on this proposal.
- 3) All required taxes will be charged and added to the proposal price on invoicing.
- 4) The following items are not included in this base bid proposal unless otherwise stated above:
  - a. New telephone hardware or any programming
  - b. Electrical or conduit work unless noted above
  - c. Routers, hubs, switches, servers or any other active communications equipment
  - d. Relocation of any PC's or other networking hardware.
  - e. Fees from the local power, cable and telephone companies
  - f. Plywood backboards and any backing materials of any kind
  - g. Painting of any kind
  - h. The patching of any type of surface
- 5) All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**Payment Terms:**

Payments to be made monthly. Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%. This proposal may be withdrawn by us if not accepted within thirty days. Additional fees will apply if payment is made by credit card.

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. Kidwell is authorized to do the work as specified. Payment will be made as outlined above. By signing below, customer accepts all payment terms, additional notes and Kidwell terms and conditions.

**Base Bid**

**\$30,325**

This quote is valid for a period of 30 days.

**Authorized Kidwell Signature:** \_\_\_\_\_

**Date:** 2/18/2025

**Customer Signature:** \_\_\_\_\_

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

<b>LINCOLN</b> 3333 Folkways Circle Lincoln, NE 68504	<b>OMAHA</b> 7050 S. 110th St. La Vista, NE 68128	<b>KEARNEY</b> 414 E. 6th St. Kearney, NE 68847	<b>COLUMBUS</b> 118 23rd St. #118 Columbus, NE 68601	<b>SIOUX FALLS</b> 100 E. 6th St. Sioux Falls, SD 57104	<b>DES MOINES</b> 4224 Fleur Dr. #202 Des Moines, IA 50321
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Appendix A

Required Form for RFP Response.

TABLE 1.1: BEATRICE PUBLIC LIBRARY		
E-Rate Eligible Services		
Description	Qty	Total
Total Installation Costs**	1	\$30,325.00
<i>** Vendors are required to breakdown the total project cost, including materials and labor as part of their proposal.</i>		

I acknowledge Section 2.1 Pricing and Payment; Beatrice Public Library will only accept discount on invoices; therefore, the winning vendor will file a Form 474 (Service Provider Invoice Form) to request payment of the discount amount for eligible services after billing the applicant for the non-discount share of the cost of the equipment and/or services.

Vendor Name: Kidwell, Inc.

E-Rate Form 498 ID (SPIN): 143014960

Printed Name: John Wiechman

Signature:  John Wiechman

Date Submitted: February 18, 2025



Hannah Bell &lt;hbell@beatrice.ne.gov&gt;

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## ERate

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Natalie Coffin &lt;ncoffin@esu5.org&gt;

Fri, Mar 21, 2025 at 10:05 AM

To: Hannah Bell &lt;hbell@beatrice.ne.gov&gt;

Cc: Matt McConnell &lt;mmcconnell@beatrice.ne.gov&gt;, Joanne Neemann &lt;jneemann@beatrice.ne.gov&gt;

Hannah,

Beatrice Public Library has an Erate discount of 80%.  
The total project cost is 100% eligible, the breakdown is below.

Total project cost: \$ 30,325.00  
Erate discount: \$ 24,260.00  
Non-discount share: \$ 6,065.00

Please let me know if you have any questions.

Natalie Coffin

SNDLC Admin. Assistant

**Educational Service Unit No 5**

900 West Court Street

Beatrice, NE 68310

Phone: 402-223-5277

Consistency | Woo | Discipline | Developer | Communication

*Educational Innovation for Teaching and Learning*

[Quoted text hidden]

[Quoted text hidden]

**ATTENTION ELECTED OFFICIALS:** A "Reply to All" on this e-mail could lead to violations of the Nebraska Open Meetings Act. Please reply only to the sender.**CONFIDENTIAL NOTICE:** The information contained in this electronic mail transmission (including any accompanying attachments) is intended solely for its authorized recipient(s), and may be confidential and/or legally privileged. If you are not an intended recipient, or responsible for delivering some or all of this transmission to an intended recipient, you have received this transmission in error and are hereby notified that you are strictly prohibited from reading, copying, printing, distributing or disclosing any of the information contained in it. If you have received this in error, please reply immediately to the sender and delete the original and all copies of this transmission (including attachments) without reading or saving in any manner. Thank you.



## Kidwell Cabling Resume

### Projects and Clients of Similar Type and Size

- Nelnet 401 Building
- Smith County Memorial Hospital
- Kearney Public Schools
- Hudl Headquarters
- York General Hospital
- Lincoln YMCA
- ALLO Communications
- Madonna Rehabilitation Hospital
- Grand Island Regional Hospital
- Omaha Public Schools
- Lincoln Public Schools
- Kearney YMCA

### Technical Qualifications of Project Team

- **John Wiechman** - Executive Director of Integrated Systems  
20+ Years Experience in the Telecommunications Industry  
BICSI RCDD, Panduit Certified Technician, Uniprise Certified Installer
- **Jesse Dillingham** - Integrated Systems Operations Manager  
15+ Years Experience in the Telecommunications Industry
- **Bryan Schmitz** - Cabling Field Operations Manager  
15+ Years Experience in the Telecommunications Industry  
BICSI Technician, Panduit Certified Technician, Uniprise Certified Installer
- **Ryan Hagerman** - Senior Project Manager  
15+ Years Experience in the Construction Industry

### About Kidwell

Since 1948, Kidwell has been the areas leader in delivering integrated solutions from power to business technology to organizations of all sizes. Our industry certified specialists can design, implement, and manage infrastructure environment to bring efficient (and offer lower cost) solutions for your business. We help customers harness the power of technology to provide business value towards their success.

Kidwell helps businesses and people through technology. Our ever-growing range of specialized services are housed under one roof because we believe better technology is built through collaboration. We're a diverse team of strategic thinkers, problem solvers, skilled technicians, and doers. Our technical know-how is fueled by a natural curiosity to push boundaries and create solutions that move you forward.

Headquartered in Lincoln, Nebraska, Kidwell has grown to over 350 employees. With full-service offices in Omaha, Lincoln, Kearney, and Columbus, Kidwell is the go-to expert for business-critical technology infrastructure.

# See beyond

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

John Wiechman

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 165927

Registration Start Date: 01-01-2025

Registration End Date: 12-31-2027



Since 04-04-2009

*David M. Richards*

David M. Richards, RCDD, NTS, OSP, TECH, CT  
BICSI Board President

*John H. Daniels*

John H. Daniels, CNM, FACHE, FHIMSS, CPHIMS  
BICSI Chief Executive Officer

(45)

**CERTIFICATE OF AUTHORIZATION**

Presented To:

Kidwell

as a

Solution Provider

Expertise:

SYSTIMAX Certified, Uniprise Certified

Authorized Territory:

Nebraska & Western Iowa

*Melanie Zevenbergen*

2025

8966

\_\_\_\_\_  
Melanie Zevenbergen  
Vice President Channel, Connectivity & Cable Solutions

\_\_\_\_\_  
Program Year

\_\_\_\_\_  
Partner ID

(46)

Certificate subject to Company remaining in good standing as a CommScope PartnerPRO® Network Member. Companies that are in good standing in the CommScope PartnerPRO® Network are included in our partner locator. To verify their standing, please visit <https://www.commscope.com/partners/partner-locator> and validate their inclusion on this list. If you have further questions, please contact CommScope at [cpp@commscope.com](mailto:cpp@commscope.com).

## Contract Terms & Conditions

The following terms and conditions are incorporated into the Agreement between Kidwell and the Customer:

**Payments.** All payments must be made in U.S. currency. Unless otherwise set forth, all payments are due upon receipt of the statement, and are delinquent 30 days after the date of the statement. Customer is responsible to pay all sales, use, excise and similar taxes, whether or not separately set forth on the statement. If any amount is not paid in full within 30 days of the date of the statement, interest will accrue on the unpaid balance at the rate of one percent (1%) per month until paid. Credit cards will not be accepted as payment of any amount.

**Facilities.** For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

**Standard of Performance; Disclaimer.** The services will be performed in accordance with the Customer's approved work plan in a workmanlike manner determined by Kidwell to be most appropriate under the circumstances. This warranty is void if Customer has modified the system. Kidwell disclaims all warranties either express or implied, including the warranties of merchantability and fitness for a particular purpose or use. Kidwell does not warrant that (i) the services will meet Customer requirements or expectations; (ii) the operation of the system will be uninterrupted, secure, virus-free, security breach intrusion-free, or error-free; (iii) Kidwell will detect or report intrusions or attempted intrusions; or (iv) all system related errors will be corrected. Kidwell will transfer third party equipment warranties to the extent available and assignable. In the absence of a separate written agreement, Kidwell is not obligated to provide services, or to supply any software, parts or services, to rectify a problem, fault, or incident arising from, or to repair or replace a system which fails or develops an error due to: (i) external causes including force majeure events, (ii) hacking the network or other data security intrusion; or (iii) the effects of a virus.

**Employees.** Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

**Confidentiality.** Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

**Remedies.** The parties shall have the following remedies:

**Correction.** Customer's exclusive remedy for any error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer; provided, however, that if the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

**Performance.** If Customer defaults in payment or otherwise, Kidwell in its sole discretion, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

**Limitation of Liability.** Neither party shall be liable for incidental, consequential, indirect, special, punitive or exemplary damages of the other arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if advised of the possibility of such damages. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence or otherwise exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

**Independent Contractor.** Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

**Governing Law.** This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

**Force Majeure.** The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, natural disaster, fire, accident, neglect, misuse, vandalism, water, lightning, power failure, power surge or power spike, acts of government or court orders, pandemic, supply chain interruption, or any other act or event beyond the control of the affected party.

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof. No statement by any Kidwell employee or agent, whether oral or in writing, will create any warranty or obligation not set forth herein or otherwise modify this Agreement in any way whatsoever.

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

**WHEREAS**, the Beatrice City Code requires any person desiring to dispense, consume, or use alcoholic liquors in the Beatrice Public Library to first obtain permission from the Mayor and City Council; and

**WHEREAS**, Tall Tree Tastings, LLC, has requested permission from the Mayor and City Council to serve alcoholic beverages in the Beatrice Public Library on Wednesday, April 30, 2025, from 5:00 p.m. to 10:00 p.m., for a “Wizard of Oz Night” event; and

**WHEREAS**, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant Tall Tree Tastings, LLC, permission to serve alcoholic beverages in the Beatrice Public Library on Wednesday, April 30, 2025, from 5:00 p.m. to 10:00 p.m., for a “Wizard of Oz Night” event.

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

**SECTION 1.** That the Mayor and City Council of Beatrice, Nebraska hereby grants permission to Tall Tree Tastings, LLC, to serve alcoholic beverages in the Beatrice Public Library on Wednesday, April 30, 2025, from 5:00 p.m. to 10:00 p.m., for a “Wizard of Oz Night” event.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

---

Erin Saathoff, CMC, City Clerk

---

Robert Morgan, Mayor

March 27, 2025

To whom it may concern,

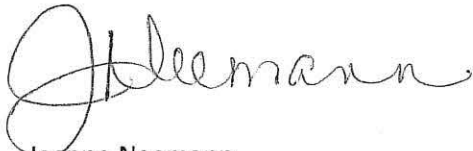
On behalf of the Beatrice Public Library, I am writing to formally request permission to serve alcohol at our upcoming fundraising event, Wizard of Oz escape room, scheduled to take place on Wednesday, April 30, 2025 at 6:00 pm in the lower level of the library.

This event aims to raise funds to support future library programs, and we anticipate attendance from community members, library supporters, and local leaders. In order to enhance the guest experience and encourage participation, we would like to offer beer and wine for responsible consumption.

We assure you that all necessary precautions will be taken to ensure compliance with local and state alcohol regulations, Tall Tree Tastings, LLC will be handling alcohol being served.

Please let us know if there are any additional requirements we need to fulfill or if further documentation is needed. We appreciate your time and consideration of this request and look forward to your response.

Thank you,

A handwritten signature in cursive script, appearing to read "Joanne Neemann".

Joanne Neemann  
Library Director

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

**WHEREAS**, the City of Beatrice, Nebraska ("City") owns and operates the Beatrice Municipal Airport; and

**WHEREAS**, the Beatrice Municipal Airport provides a self-service fuel kiosk for customers; and

**WHEREAS**, QTPOD, LLC, QT Petroleum on Demand ("QTpod") provides service and support for the self-service fuel kiosk; and

**WHEREAS**, the current agreement between the City and QTpod is set to expire; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice desire to execute a Subscription Service Agreement between the City and QTpod for QTpod to continue to provide the services and support for the operation of the City's self-service fuel kiosk located at the Beatrice Municipal Airport.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Subscription Service Agreement, and any and all other documents necessary, between the City of Beatrice, Nebraska, and QTpod, for QTpod to provide the services and support for the operation of the City's self-service fuel kiosk located at the Beatrice Municipal Airport. A copy of said Agreement, marked as "Exhibit A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

---

Erin Saathoff, CMC, City Clerk

---

Robert Morgan, Mayor



2505 Trade Centre Ave, Suite B  
Longmont, CO 80503  
888.412.5332 [www.QTpod.com](http://www.QTpod.com)

## SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement ("**Agreement**") is entered into effective as of the 1<sup>st</sup> of the month following installation of the M4000 ("**Effective Date**"), between QTPOD, LLC, an Oregon limited liability company ("**QTPOD**") and City of Beatrice, Nebraska ("**Customer**"). Customer and QTPOD may be referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties.**"

### RECITALS

- A. Customer has purchased QTPOD's M4000 Self-Serve Terminal ("**M4000**"), which requires certain subscription services in order to function; and
- B. Customer wishes to procure, and QT wishes to provide, the subscription services described below on the terms and conditions specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

### AGREEMENT

#### 1. Term of Agreement.

This Agreement shall take effect on the Effective Date. This Agreement shall have an initial term of one (1) years (invoiced annually) from the Effective Date (the "**Initial Term**"), unless terminated sooner in accordance with the terms of this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year terms unless either Party gives written notice of its intent not to renew to the other Party at least 90 days before the expiration of the then current term. The Initial Term and any renewal terms shall be collectively referred to as the "**Term.**"

#### 2. License, Services and Fees.

2.1. Subject to the terms and subject to the conditions set forth in this Agreement, QTPOD hereby agrees to provide cloud-based access and grants Customer a limited, non-exclusive, non-transferable license to use its proprietary Siteminder Fuel Management Software, together with database hosting services, software updates, 24/7 technical support, any and all intellectual property, and an optional parts replacement plan (collectively, "**Services**"), during the Term, in exchange for the fees specified in Exhibit 1 ("**Fees**"). The Services will allow Customer to perform fuel management tasks from any computer or tablet with internet connectivity, including: sales transaction detail, account management, fuel inventory management, tax table review, single click invoicing, account detail, basic discounting, schedule assessment, tail/registration number capture, transaction detail log and detailed sales activity review. The Services allow Customer to prepare detailed reports and data is exportable to Microsoft Excel. QTPOD will provide the Services via a web-based service interface application that will be provided, defined and determined by QTPOD.

2.2. Adjustment of Fees. QTPOD shall have the right to adjust the Fees at the start of any renewal term. Should QTPOD intend to adjust the Fees, it shall provide the Customer with notice of the change in Fees at least one hundred and twenty (120) days prior to the expiration of the then current term.

2.3. Documentation. In connection with the Services, QTPOD may provide the Customer with user manuals, handbooks, and guides relating to the Services either electronically or in hard copy form.

Subject to the terms and conditions contained in this Agreement, QTPOD hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

2.4. Reservation of Rights. QTPOD reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Services.

### **3. Responsibilities of QTPOD.**

3.1 Services. QTPOD shall use reasonable efforts to provide the Services in an uninterrupted, continuous fashion. Customer understands and agrees that QTPOD's systems may be periodically offline or otherwise inoperable in order for QTPOD to perform maintenance, install or test software, or for other commercially reasonable business purposes and that during such time Services may not be provided. Customer further understands and agrees that from time to time QTPOD's systems may be off line or otherwise inoperable as a result of the failure of equipment or services provided to QTPOD by third parties (for example, public or private telecommunications services or internet nodes or facilities, overall Internet congestion, unavailability of generic Internet services, such as DNS services), and that during such time Services may not be provided. In the event of unforeseen network or equipment failure, QTPOD will use commercially reasonable efforts to restore the Services in a reasonably prompt fashion.

3.2 Modification. QTPOD may from time to time, in its sole discretion, modify the manner in which it provides Services, and modify its software and systems, all of which may result in a change in the manner in which QTPOD provides the Services, provided, however, that such modifications and/or changes will not degrade the level of, or have a material adverse impact upon the features and functionality of the Services.

3.3 Support. QTPOD will offer reasonable technical support as set forth in the Support and Service Level Agreement, attached as Exhibit 2.

### **4. Responsibilities of Customer.**

4.1 Format and Internet Connection. Customer will be responsible for delivering and receiving data to and from QTPOD's server(s) in the format required by QTPOD and for supplying functional, industry-standard hardware and adequate internet connectivity, including internet connectivity for the M4000 unit unless a cellular connection is supplied by QTPOD. Customer shall also provide QTPOD with a static IP address or a specific range of static IP addresses.

4.2 Access to M4000. Customer will provide QTPOD with access to the M4000 as may be needed to perform services such as support and software updates, and will otherwise cooperate with QTPOD in the performance of its obligations under this Agreement.

4.3 Confidentiality of End User's Data. QTPOD will provide encrypted data transmission and secure hosting services, but Customer is solely responsible for implementing security measures, procedures, and standards or any other best practices available, to protect the confidentiality of all data stored or transmitted through or stored on Customer's equipment or servers.

4.4 Updates. QTPOD will provide maintenance and upgrades to the Services, but Customer shall provide such access and assistance as may be necessary to accomplish such maintenance or upgrades.

4.5 End User Communications. QTPOD will work collaboratively with Customer to resolve operational or performance issues should they arise, but Customer is responsible for communicating with its customers.

4.6 Proper Use. Customer is responsible for using the Services in the manner instructed by QTPOD and otherwise in the manner intended. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The software used in connection with the

Services is QTPOD's proprietary software and Customer shall not at any time, directly or indirectly to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

**5. Terms of Payment.**

Fees shall be paid annually in advance. All fees and other charges stated herein are due and payable within thirty (30) days after the date of QTPOD's invoice.

**6. Taxes.**

Fees do not include any applicable federal, state, or local excise, sales, use, value-added, and similar taxes and duties arising in connection with the provision of the Services and this Agreement. Customer is solely responsible for paying all such taxes. Customer may receive the Services without such taxes added if Customer provides QTPOD with proper tax exemption certificates.

**7. Minimum Technical Specifications.**

Unless QTPOD is supplying a cellular connection, Customer shall be responsible for providing industry-standard internet connectivity and one or more computers or tablets in order to utilize the Services.

**8. Scope and Limitations.**

Customer acknowledges that QTPOD is responsible only for providing Customer with data transmission. QTPOD is not providing any information relating to any credit report, nor should any information provided by QTPOD be used to create or modify any credit report. QTPOD is not responsible for the operation of Customer's web site(s), or the actions or inaction of any third party or entity, including any bank, processor, financial institution or network, telecommunications carrier, third party software developer or ISP.

Notwithstanding anything to the contrary in this Agreement, QTPOD may temporarily suspend Customer's access to any portion or all of the Services if: (i) QTPOD reasonably determines there is a threat or attack on any of the software or Customer's use of the software disrupts or poses a security risk to QTPOD or to any other customer or vendor of QTPOD; or (ii) Customer is using the Services for fraudulent or illegal activity. QTPOD shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. QTPOD shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. QTPOD will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

**9. Confidential Information.**

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media], [that is/and whether or not] marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing,

each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

#### **10. Limited Warranty.**

10.1 QTPOD does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit 2. THE FOREGOING WARRANTY DOES NOT APPLY, AND QTPOD STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

10.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10.1, THE SERVICES ARE PROVIDED "AS IS" AND QTPOD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. QTPOD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. QTPOD MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

#### **11. Indemnification.**

11.1 Customer Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless QTPOD, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to Customer's misuse of the Services, data breaches within the Customer's network, or Customer's misconduct or negligence.

11.2 QTPOD Indemnity. QTPOD shall indemnify, defend and hold harmless Customer, and each of its parent companies, subsidiaries and affiliated companies, and each of their respective employees, officers, directors, managers, agents and representatives, from and against any and all claims, demands, liabilities, losses, damages, judgments, costs and expenses, including reasonable attorneys' fees and costs, arising out of or related to claims that the Services infringe or misappropriate any intellectual property right. In the event of such a claim, or if QTPOD reasonably believes that the Service is likely to become the subject of such a claim, then QTPOD shall, at its expense: (a) obtain for Customer the right to continue using such Service; (b) replace or modify the Service so that it does not infringe upon or misappropriate such intellectual property right and maintains substantially similar functionality and performance; or, (c) in the event that QTPOD is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, QTPOD shall terminate this Agreement promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

12. **Limitation of Liability.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY, NOR WILL ANY OF A PARTY'S MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, IN CONNECTION WITH OR AS A RESULT OF THIS AGREEMENT OR ITS OR ANY OF THEIR CONDUCT OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING IN CONNECTION WITH DEFECTIVE PRODUCTS, EVEN IF SUCH AMOUNTS ARE OR SHOULD HAVE BEEN REASONABLY FORESEEABLE TO A PARTY OR A PARTY IS OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS. IF, DESPITE THE FOREGOING PROVISIONS, LIABILITY IS NEVERTHELESS IMPOSED ON A PARTY OR ON ANY OF ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS OR ASSIGNS, EXCEPT AS EXPRESSLY PROVIDED, WHATEVER THE REASON FOR SUCH IMPOSITION OF LIABILITY (INCLUDING THE CLAIMED INVALIDITY OF ANY EXCLUSION OF LIABILITY HEREUNDER), IN NO EVENT WILL THE AGGREGATE LIABILITY OF A PARTY AND ITS MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES, AGENTS, LICENSEES, SUCCESSORS AND ASSIGNS UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL PRICE PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS, REGARDLESS OF THE NUMBER OF CLAIMS. THE SERVICE CREDITS SET FORTH IN EXHIBIT 2 SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR QTPOD'S FAILURE TO MAINTAIN THE REQUIRED UPTIME PERCENTAGE.

13. **Cardholder and Transaction Information.**

QTPOD shall handle all Cardholder Information (as defined below) under this Agreement in compliance, with all applicable laws, regulations, ordinances, rules, and orders of governmental authorities having jurisdiction (collectively, the "Requirements"). Customer shall also conduct all of its own activities in compliance with the Requirements. Neither Party shall sell, transfer, disclose to any unauthorized person, or use the Cardholder Information except: (a) to provide authorized services related to payment transaction processing, settlement, and funding; (b) to provide fraud control and loyalty services; (c) to cooperate with law enforcement investigations, to comply with legally executed subpoenas, or as specifically required by law; or (d) for other uses authorized by the Party providing the Cardholder Information in writing.

14. **Excused Non-Performance.**

QTPOD will not have any liability or responsibility for any delay in or failure to perform under this Agreement as a result of circumstances beyond QTPOD's reasonable control, and all such delay and failure is hereby excused by Customer. Such excusing circumstances (a "Force Majeure") include: shortages of materials; acts of God; fire; flood; war; embargo; labor trouble; failure or delay by third parties; cyber-attacks; riots; and laws, rules, regulations and orders of any governmental authority. If any material delay or material inability to perform continues for more than ninety (90) days, Customer may, as its sole and exclusive remedy, terminate this Agreement upon seven (7) days written notice to QTPOD.

15. **Default and Early Termination.**

If Customer defaults in performance of any material obligation under this Agreement, QTPOD may terminate this Agreement, provided that QTPOD shall have given written notice of such default to Customer and Customer shall have failed to cure such default to QTPOD's reasonable satisfaction within thirty (30) days after QTPOD provides such written notice. Customer agrees that Customer's failure to timely pay any invoiced fees, costs or expenses when due will constitute a material breach hereunder and, notwithstanding the foregoing provisions of this paragraph, in such event QTPOD may immediately terminate this Agreement. Each Party will have the right to terminate this Agreement upon the other Party's cessation of business, election to dissolve, insolvency, commission of an act of bankruptcy, general assignment for the benefit of creditors or the filing of any petition in bankruptcy or for relief under the

provisions of the bankruptcy laws, or the failure to have discharged within sixty (60) days the filing of any petition in bankruptcy or for the relief under the provisions of the bankruptcy laws against the Party. The rights granted hereunder are not exclusive but are cumulative with any other rights or remedies a Party may have.

**16. Miscellaneous Provisions.**

16.1. Independent Contractor. Neither Party nor its employees are joint venturers, partners, agents, or employees of the other Party. Neither Party is authorized to represent, obligate, or bind the other. Nothing in this Agreement shall be construed as giving either Party any right to exercise any control over the other Party's operations or over the manner and method by which such Party conducts its operations. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

16.2. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, by email, or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, notice given by email shall be deemed effective at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed, and notice mailed shall be deemed effective on the fourth business day following its placement in the mail addressed to the addressee.

**Address for Notice:**

QTPOD, LLC  
2605 Trade Centre Ave., Ste. B  
Longmont, CO 80503

**Attention:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address for Notice:**

City of Beatrice  
\_\_\_\_\_  
400 Ella Street  
\_\_\_\_\_  
Beatrice, NE 68310  
\_\_\_\_\_

**Attention:** Dennis Schmitt  
\_\_\_\_\_

**Email:** dschmitt@beatrice.ne.gov  
\_\_\_\_\_

16.3 Survival. All provisions related to confidentiality, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated.

16.4 Assignment. Subscriber may not assign any of its rights, interests or duties under this Agreement without the prior written consent of QTPOD, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, QTPOD may assign this Agreement to any successor or assignee of the rights underlying the Services (for example, the purchaser of the intellectual property rights required for the lawful provision of the Services).

16.5 Succession. This Agreement will bind and inure to the benefit of each Party and its permitted successors, assigns, and delegates.

16.6 Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Colorado, without reference to its conflicts of law principles. **The Uniform Computer Information Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Colorado, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum.

16.7 Waiver. A Party's delay or failure to enforce or insist on strict compliance with any provision of this Agreement will not constitute a waiver or otherwise modify this Agreement. A Party's waiver of any right granted under this Agreement on one occasion will not: (a) waive any other right; (b)

constitute a continuing waiver; or (c) waive that right on any other occasion.

16.8 Amendments. This agreement may be amended only by a written instrument signed by both Parties, which writing must refer to this Agreement.

16.9 Rules of Construction and Interpretation. Section and paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement. All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. Both Parties have had the opportunity to have this Agreement reviewed by their attorneys, therefore, no rule of construction or interpretation that disfavors the Party drafting this Agreement or any of its provisions will apply to the interpretation of this Agreement. The words "includes" and "including" are not limited in any way and mean "including without limitation." The word "or" is not exclusive and includes "and/or." The word "will" is a synonym for the word "shall." Reference to a "person" includes an individual, a corporation, a limited liability company, an association, a governmental body or any other entity.

16.10 Counterparts and Delivery. This Agreement may be executed in counterparts. Each counterpart will be considered an original, and all of them, taken together, will constitute a single Agreement. Facsimile and electronic signatures will be deemed original signatures for all purposes under this Agreement. When properly signed, this Agreement may be delivered by facsimile or electronically, and any such delivery will have the same effect as physical delivery of a signed original.

16.11 Entire Agreement. This Agreement, and its attached exhibits constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof.

Executed by the undersigned authorized representatives of the Parties effective as of the Agreement Effective Date.

QTPOD, LLC

City of Beatrice, Nebraska

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

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

Name: \_\_\_\_\_

Name: **Robert Morgan**

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

Title: **Mayor**

## Exhibit 1 Fees

### 1. Fee Plans

The following Fee Plans are available. Please select one.

- Base Plan—\$1195 per unit, per year, \$4780 for five years if prepaid**  
*Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates*
- Premium Plan—\$1,995 per unit, per year (Post-Warranty)**  
*Includes: Access and use of the web -based Siteminder Fuel Management Software, Database Hosting, Data, 24/7 technical support, software updates and post-warranty parts replacement*

### 2. Cellular Option

- The Services may be accessed through a cellular plan established by QTPOD at a cost of \$480 per unit, per year

### 3. Premium Plan Parts Replacement Terms and Conditions

The terms and conditions of the parts replacement benefit included in the Premium Plan are as follows:

After the expiration of the M4000 product warranty, QTPOD will replace (at its option) malfunctioning components of the M4000 unit, using either new or rebuilt parts or components (at QTPOD's option) at no charge to charge Customer ("**Parts Replacement**"). The M4000 is designed so that most of its parts may be replaced by Customer, utilizing the instructions provided by QTPOD. In rare instances, a qualified technician may be required. For avoidance of doubt, Customer shall be liable for all onsite technician costs. QTPOD will provide remote technical assistance relating to parts replacement, but Customer shall be responsible for the installation of all replacement components and shall bear all associated costs and expenses. Customer shall return all failed components to QT.

Parts Replacement is only available if the unit is installed by QTPOD, a certified service company or an individual approved by QTPOD. Upon request, QTPOD may provide a list of qualified service companies or technicians, but in no event will QTPOD be responsible for any act or omission of such service company or technician. To maintain eligibility for Parts Replacement, Customer must ensure that QTPOD's Post Installation Checklist is completed and provided to QTPOD for the installation of the unit. Each checklist must be signed by a qualified technician or other individual approved by QTPOD. Parts Replacement does not cover components damaged due to acts of God, lightning strikes or related damage, accident, misuse, abuse, negligence, modification of or to any part of the terminal or software, or damage due to improper operation, maintenance, or installation. Parts Replacement does not apply to non-QTPOD equipment, including but not limited to computers, fuel dispensers, fuel pumps, meters, registers, pulsers or valves, or any repair or replacement caused by credit card network processing changes or Branded Oil Company changes. Relays are not covered by Parts Replacement if they fail due to excess current draw from devices external to QTPOD equipment. Notwithstanding the foregoing, lightning damage may be covered (at QT's option) if the terminal is equipped with QTPOD surge protection equipment.

## Exhibit 2

### Support and Service Level Agreement

#### 1. Technical Support Regarding Services

Business Hours Support. QTPOD will provide Customer with reasonable telephone technical support Monday through Friday from 7:30 a.m. to 5:30 p.m. Mountain Time, excluding holidays.

24/7 Support. QTPOD will provide Customer with reasonable technical support after-hours and on holidays on an on-call basis. QTPOD will make every effort to respond to Customer within one hour of the initial call for service. After-hours support is intended for emergency situations in which Customer is unable to pump fuel.

#### 2. Service Level Objectives

QTPOD agrees that the monthly availability of the Services shall be equal to or greater than 99.7%, excluding any excused performance as set forth below or in the Agreement (“**Uptime Percentage**”). The Uptime Percentage shall be calculated by comparing the total number of minutes in a thirty-day period (43,200) with the number of minutes of Downtime in any thirty-day period. For purposes of this Agreement, “**Downtime**” includes any period of time that Customer is unable to process normal transactions as a result of the failure of the Services. Downtime does not include unavailability of the Services for any of the following reasons: general internet failure; QTPOD scheduled maintenance or other planned outages; problems with or maintenance occurring on the Customer’s applications, equipment or facilities; alterations, additions, adjustments, or repairs that are made by Customer to hardware; acts or omissions of Customer or its authorized user; or performance that is excused under the terms of the Agreement (including excused performance under Section 3.1, Section 8, and Section 13 of the Agreement).

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

A resolution authorizing the Mayor and City Clerk to enter into a Fixed-Based Aerial Applicator's Agreement with Heinen Brothers Agra Service, Inc., a Kansas Corporation, for the purposes of conducting aerial applicator or crop spraying services on the Beatrice Municipal Airport's airfield.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Fixed-Based Aerial Applicator's Agreement with Heinen Brothers Agra Service, Inc., for the purposes of conducting aerial applicator or crop spraying services on the Beatrice Municipal Airport's airfield. A copy of said Lease is attached hereto as Exhibit "A" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

# Exhibit "A"

## FIXED-BASE AERIAL APPLICATOR'S AGREEMENT

This Agreement made and entered into by and between the City of Beatrice, Nebraska, 400 Ella Street, Beatrice, NE 68310, hereinafter called "Lessor", as now established and existing under and by virtue of the laws of the State of Nebraska, and Heinen Brothers Agra Service, Inc., a Kansas Corporation, 1226 104<sup>th</sup> Road, Seneca, KS 66538-2593, and an independent contractor, hereinafter called "Lessee".

**WHEREAS**, the Lessee desires to conduct an aerial applicator or crop spraying service from the Beatrice Municipal Airport; and,

**WHEREAS**, the Lessor is willing to provide a fixed-base on Airport property for the conduct of such a service by the Lessee pursuant to the terms and conditions hereinafter set out.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set out, the Lessor and the Lessee hereby agree as follows:

1. **Term.** The term of this agreement shall be for a period of seven (7) months commencing on April 1, 2025, through October 31, 2025.

2. **Rent.** The Lessee in consideration for the rights herein granted agrees to pay the Lessor in advance the sum of Seven Hundred Fifty Dollars (\$750.00).

3. **Lessee's Services.** The Lessor grants to the Lessee the right to conduct an aerial application or crop spraying service from the Beatrice Municipal Airport; such right shall include the right to store chemicals for aerial application on airport property, provided the Lessor shall have the exclusive right to make reasonable regulations governing the storage, loading and unloading of such chemicals, including but not limited to location of storage tanks and quantities of chemicals to be stored. Such regulations include those set out below and may include such additional regulations as may be posted at the Beatrice Municipal Airport office building:

- (a) All aerial applicators shall utilize an apron or similar device when loading chemicals to be used in spraying operations on aircraft or when unloading such chemicals from aircraft, if available.
- (b) Upon execution of this Agreement, aerial applicators shall provide the Beatrice Municipal Airport a list of chemicals along with a copy of the corresponding label and Material Safety Data Sheets (MSDS) associated with each chemical scheduled to be used during the term of this Agreement. Aerial applicators shall notify Beatrice Municipal Airport of any additional chemical not previously disclosed at least seven (7) calendar days prior to its intended use and provide the Beatrice Municipal Airport with a copy of the label and MSDS for each at that same time.

(c) Each aerial applicator operating from the Beatrice Municipal Airport shall be required to furnish a deposit of Ten Thousand Dollars (\$10,000) or a Ten Thousand Dollar (\$10,000) bond to the Lessor as security that harmful chemicals will not be discharged directly on the ground. In the event that any such discharge or spillage should occur, the Lessor shall determine whether it was caused by negligence or circumstances beyond the control of the applicator. Lessor shall then determine what part of the deposit or bond shall be forfeited. Any unused portion of the deposit or bond shall be returned to the appropriate applicator at the end of the lease.

(d) Such aerial applicator shall provide and maintain the following types of insurance designating the Lessor as an additional named insured on a primary and non-contributory basis, with the understanding that the applicator is not an agent or employee of the Lessor:

Liability:

Property damage & Bodily injury .....\$1,000,000 combined single limit  
\$2,000,000 aggregate

(e) Applicator agrees to waive its right of subrogation against the Lessor, its elected officials, agents, representatives and employees. Waiver of subrogation shall be reflected on the Certificate of Insurance submitted to the Lessor.

(f) The Lessee shall file Certificates of Insurance with Lessor for such insurance. It is understood and agreed by the parties that no specific provisions are made herein for hangaring aircraft or providing fixed-base premises for aircraft other than those provisions which may be made from time to time by the Lessor; the reason for not providing specific hangaring or fixed-base premises is that this agreement is limited in nature and is not intended to be a permanent operator's agreement.

**4. Nondiscrimination.** The Lessee shall not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

Lessee agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**5. Governmental Compliance.** The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**6. Reservation of Rights.** The Lessee understands and agrees that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any or all of the aeronautical activities listed herein, or any other aeronautical activity of an aeronautical nature.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

**7. Condition and Maintenance.** The Lessee shall not leave junk or trash upon the area from which he is permitted to operate, but shall keep such areas reasonably clean and free of debris at all times.

**8. Leased Premises.** The Lessee is authorized to use, in common with others, existing and future aeronautical facilities at the airport. These shall include, but not be restricted to, the landing areas, their extensions and additions, roadways, runways, aprons, taxiways, public air navigation facilities, such as radio aids, beacons, signals, floodlights, and all other conveniences now or thereafter provided for flying, landing, and taking off of aircraft.

**9. Inspection.** It is understood that Lessor may enter upon any of the leased premises at any reasonable time for the purpose of inspection or for any other purpose necessary or incidental to or connected with the performance of its obligations hereunder, or for any other purpose. It is further understood that for the purpose of inspections, etc., Lessee will furnish Lessor with a key or the combination to any lock it places on any storage space.

**10. Laws and Regulations.** Lessee agrees to conduct all flight and ground operations on, at, or near the airport in accordance with proper rules and regulations of all authorities, including the Lessor, having jurisdiction over such operations.

The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules, regulations, and minimum standards and that Lessee and all his employees, agents and servants will faithfully observe and comply with all rules, regulations and minimum standards as may be promulgated by the Lessor, which rules, regulations and minimum standards shall be considered a part of this lease as though set forth herein.

**11. No Signage.** The Lessee agrees that no signs or advertising material shall be placed or erected upon the premises without the prior written consent of the Lessor.

**12. Indemnification.** Lessee and its successors, heirs, personal representatives and assigns agree to indemnify and hold the Lessor, its employees, officers, volunteers, and agents harmless from any present or future liability for any injuries or damages in any way related to any and all activities authorized by this Agreement, and in any way related to any interruption or disruption of this Agreement pursuant to this Agreement, except, however, to the extent that such injuries or damages are proximately caused by the negligence or intentional misconduct of Lessor, and shall defend, indemnify, and hold harmless the Lessor from Lessee's claims, demands, causes of action, lawsuits, strict liability claims, or loss, except to the extent that such claims, demands, causes of action, lawsuits, strict liability claims or loss are proximately caused by the negligence or intentional misconduct of Lessor.

**13. Transferability.** The Lessee shall not assign or transfer this lease or any interest therein or sublet the leased premises or any part thereof, without the prior written consent of the Lessor, and any attempt at assignment, transfer or subletting shall be void and at the option of the Lessor, deemed sufficient grounds for the cancellation and termination of this lease.

**14. No Adverse Effect.** The Lessee understands and agrees that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport by the Lessor or others.

**15. Alterations and Improvements.** Lessee shall not make any alterations or improvements to the leased premises without the prior express written consent of Lessor. On the expiration of this Agreement Lessee shall, at its own expense, remove all alterations and other improvements and restore the leased premises to the condition it was in prior to the

making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

**16. Termination.** The Lessor shall have the right to terminate this lease in its entirety immediately upon the happening of any of the following events:

- (a) Filing of petition, voluntarily or involuntarily, for the adjudication of the Lessee as a bankrupt;
- (b) The making by Lessee of any general assignment for the benefit of creditors;
- (c) The occurrence of any act which operates to deprive Lessee permanently of the ability to perform his duties under this agreement;
- (d) The abandonment and discontinuance of operations at the Airport by Lessee for a period of thirty (30) calendar days or more;
- (e) The non-payment of any rent payment due hereunder at the time herein specified;
- (f) The failure by the Lessee to perform, keep and observe any and all of the terms, covenants, and conditions herein contained on the part of the Lessee to be performed, kept, or observed, and the failure of the Lessee to remedy such default or breach within a period of fifteen (15) calendar days after receipt from the Lessor or written notice to remedy same.

**17. Independent Contractor.** It is understood and agreed that in entering into this agreement and performing the agreed operations hereunder, the Lessee is an independent contractor and is not an agent or employee of the Lessor in any manner or in any respect whatever, and that any employee of said Lessee is in no manner or any respect an agent, servant, or employee of the Lessor.

**18. Subordination.** It is mutually understood by the parties that the Beatrice Municipal Airport has been developed in part with Federal and State funds, by reason of which such governmental agencies have rights superior to the terms of this lease, and it is therefore agreed that this lease shall be subordinate as to the provisions of any existing or future agreement between the Lessor and the Government of the United States of America and/or the State Department of Aeronautics of the State of Nebraska, relative to the operation or maintenance of said airport.

**19. Waiver.** No forbearance to enforce the breach of any of the promises or covenants of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant herein.

**20. Severability.** If any paragraph or part thereof of this Agreement shall be determined to be invalid, illegal or inoperative for any reason by a court of competent jurisdiction then the remaining parts, so far as possible, shall be effective and fully operative.

**21. Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

**22. Modification of Agreement.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**23. Required Approval.** It is further understood and agreed that this agreement is subject to the approval of the State Department of Aeronautics of the State of Nebraska.

**24. Condition of Leased Premises Post-Termination.** Upon termination of this Agreement, Lessee agrees to relinquish the property on the premises and to deliver the premises in as good condition as they now are, excepting only reasonable wear and tear or damage by casualty not attributable to Lessee's negligence or misconduct.

**25. Entire Agreement.** This instrument contains the entire lease of the parties as of this date, and the execution hereof has not been induced by either party by any representations, promises or understandings not expressed herein. There are no collateral agreements, leases, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

This Agreement is executed and delivered this \_\_\_ day of \_\_\_\_\_, 2025, and is effective as of April 1, 2025.

Attest:

City of Beatrice, Nebraska,  
A Nebraska Municipal Corporation, Lessor

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

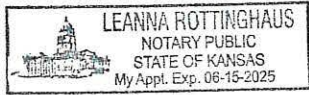
\_\_\_\_\_  
Robert Morgan, Mayor

Heinen Brothers Agra Service, Inc.,  
A Kansas corporation, Lessee

  
\_\_\_\_\_  
Scott Heinen, CEO/Co-Owner

Kansas  
STATE OF NEBRASKA )  
Nemaha )ss:  
COUNTY OF GAGE )

The foregoing Lease was acknowledged before me this 25 day of MARCH, 2025 by Scott Heinen, CEO/Co-Owner, and authorized signatory of Heinen Brothers Agra Service, Inc., to be his voluntary act and deed on behalf of said company.



*Leanna Rottinghaus*  
Notary Public

STATE OF NEBRASKA )  
 )ss:  
COUNTY OF GAGE )

The foregoing Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

\_\_\_\_\_  
Notary Public

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

A resolution authorizing the Mayor and City Clerk to enter into an Operator's Lease and Services Agreement with Heinen Brothers Agra Service, Inc., a Kansas Corporation, for the purposes of conducting aeronautical services on the Beatrice Municipal Airport's airfield.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Operator's Lease and Services Agreement with Heinen Brothers Agra Service, Inc., for the purposes of conducting aeronautical services on the Beatrice Municipal Airport's airfield. A copy of said Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

# Exhibit "A"

## BEATRICE MUNICIPAL AIRPORT OPERATOR'S LEASE AND SERVICES AGREEMENT

This Agreement made and entered into by and between the City of Beatrice, Nebraska, hereinafter referred to as the "Lessor" and Heinen Brothers Agra Service, Inc., a Kansas Corporation, 1226 104<sup>th</sup> Road, Seneca, KS 66538-2593, and an independent contractor, hereinafter referred to as "Lessee", and witnesses that:

1. **Leased Premises.** Lessor owns and operates the Beatrice Municipal Airport is willing to lease to Lessee the premises described herein and the right do conduct aeronautical services on the said airfield upon the terms and conditions hereinafter stated. The premises herein leased consist of aerial application services.
2. **Term.** The term of this Agreement shall be for a period of seven (7) months, commencing on April 1, 2025 and terminating on October 31, 2025.
3. **Conditions.** In addition to the specific fee(s) set forth below, anyone bringing fuel onto the airfield to self-fuel their aircraft is subject to the following conditions:
  - a. **Fuel Flowage Fees; Additional Rent.** As further consideration herein and in addition to the rentals provided, Lessor shall be entitled to collect and Lessee agrees to pay a fuel flowage fee of \$0.05 for each gallon of aviation fuel (Jet A, 100LL, and any other fuel, whether currently existing or developed in the future, used to power aircraft) delivered to Lessee on said Airfield for Lessee's consumption. The aforementioned flowage fees shall be due on the first day of the month succeeding that in which the aviation fuel is received and shall be delinquent if unpaid by the tenth day of each month.
  - b. **Insurance.** Lessor shall provide and maintain the following types of insurance designating the Lessor as an additional named insured on a primary and non-contributory basis, with the understanding that the applicator is not an agent or employee of the Lessor:
    - i. Liability:
    - ii. Property damage & Bodily injury ..... \$1,000,000 combined single limit  
\$2,000,000 aggregate
  - c. **Waiver of Subrogation.** Lessee agrees to waive its right of subrogation against the Lessor, its elected officials, agents, representatives and employees. Waiver of subrogation shall be reflected on the Certificate of Insurance submitted to the Lessor.

- d. **Required Invoices.** Lessee will furnish and direct its fuel supplier to furnish Lessor a copy of all invoices for all aviation fuel delivered to Lessee for storage or for other use at the Airfield. Lessor reserves the right to audit Lessee's aviation fuel accounts at Lessor's expense, upon reasonable notice to Lessee.
  - e. **Spill Prevention Containment and Countermeasures Plan.** Any Lessee storage fuel and/or oil in tanks, drums, and/or any other type of container whose storage capacity, in the aggregate, exceeds one thousand nine hundred ninety-nine (1,999) gallons agrees to develop, maintain, and follow an independence Spill Prevention, Containment, and Countermeasures (SPCC) Plan as per Environmental Protection Agency regulation 40 CFR 112; as well as to comply with all applicable codes, rules, and regulations regarding the handling and disposal of hazardous substances as per the current Beatrice Municipal Airport SPCC Plan.
4. **Lessee's Services.** Lessee, in consideration of the premises leased and rights herein granted by Lessor, agrees to provide as a minimum the following services indicated as applicable to this Agreement:

**AERIAL APPLICATION**

Applicable  X  Not Applicable  \_\_\_

**Service.** Provide a commercial aerial application service conforming to Part 137 of the Federal Aviation Regulations. One person involved in the commercial aerial application service must hold a current FAA Commercial Agricultural Operator's Certificate.

**Aircraft.** One or more aircraft, owned or leased by the Lessee, meeting all the requirements of Part 137 of the FAA Regulations and any other applicable FAA regulations.

**Storage Facilities.** Lessee must provide a segregated chemical and/or fuel storage area protected from public access, as designated and/or approved by the Department.

**Applicator's Apron/Pad.**

**IF LESSOR OWNS THE PAD:**

An applicator's apron/pad is provided at said airfield for the purpose of loading, unloading and washdown of aerial spray aircraft. The apron is a raised pad with a drainage system to two-one thousand gallon tanks; one being for pesticides, the second for herbicides.

It shall be Lessee's responsibility to ensure that the proper tanks are used for the chemicals being applied and also to ensure that the storm drain is closed prior to using the apron for handling chemicals. Lessee shall also be responsible for closing the tank valves and opening the storm drain when leaving for the day. The airport manager will monitor the area periodically to ensure that the valves are properly operated.

At such time as any tanks receive chemicals from spillage or become full of chemicals, it will be Lessee's responsibility to properly remove those chemicals to an authorized disposal site. The costs involved in the removal of those chemicals will be Lessee's responsibility. The airport manager will take tank measurements at least twice a year and keep records of the amounts of chemicals contained in the storage tanks.

Lessee's failure to use the apron and tank system properly shall be in direct violation of this agreement and be subject to termination of the same. Lessee's allowance of chemicals to escape into the storm drain system shall cause Lessee to be expelled from the airport and be subject to charges for cleanup of the system and/or damages encountered.

Lessee agrees to indemnify Lessor from any and all damages, costs, or expenses, including but not limited to the cost of cleanup, disposal, inspection and/or fines imposed as a result of any hazardous substances introduced and disposed of on the Beatrice Municipal Airport during Lessee's tenancy.

**IF THE LESSEE OWNS THE PAD:**

**Applicator's Apron.** It is the responsibility of the Lessee to provide a temporary or portable aerial application pad meeting all federal and state laws, rules, and regulations. This pad shall be placed on an area of the apron designated by Lessor. It is the responsibility of Lessee to operate said pad in compliance with all applicable federal, state, and local laws, rules, and regulations.

All chemicals, fuel, and hazardous waste requiring disposal must be disposed of in compliance with all federal, state, and local laws at the sole expense of Lessee.

Lessee's failure to use its systems properly shall be in direct violation of this Agreement and be subject to termination of this agreement. Lessee's allowance of chemicals, fuel, or other hazardous waste to escape into the storm drain system shall Lessee to be expelled from the airport and be subject to charges for cleanup of the system and/or damages encountered.

Lessee agrees to indemnify the Department from any and all damages, costs, or expenses, including but not limited to the cost of cleanup, disposal, inspection and/or fines imposed as a result of any hazardous substances introduced and disposed of on the Beatrice Municipal Airport during Lessee's tenancy.

**AIRCRAFT FUELS AND OIL  
DISPENSING SERVICE**

Applicable \_\_\_ Not Applicable X

**Services.** Fuel, park and tie down aircraft as required.

**Personnel.** One properly trained person shall be on duty during operating hours.

**Fueling Facilities.** Metered, filter-equipped dispenser (fixed or mobile) for dispensing one grade (100 octane) of gasoline. Mobile dispensing truck(s) shall have a minimum capacity of 300 gallons for each grade of fuel (if applicable) and will be furnished and maintained by Lessee. All equipment shall comply with state and federal regulations. Fueling procedures shall comply with those set forth in the Fuel Facilities Procedures booklet, a copy of which has been furnished to Lessee, and considered a part of this Agreement as though herein written. Lessee also agrees to comply with all regulations promulgated by the State Fire Marshall's Office. Lessee shall complete a Fuel Contamination Test Record and Consumption Record on a daily basis.

Lessor assumes the responsibility for maintaining the electrical service, tank, and connections already in place at said Municipal Airport. Any additional tanks and associated equipment required by Lessee shall be installed by Lessee at his expense. Lessee will furnish all materials and/or equipment necessary to dispense fuel in the manner described in the Fuel Facilities Procedures, with the exception of those so noted. Upon termination of this Agreement Lessee shall remove all equipment installed by Lessee and not owned by Lessor, within thirty (30) calendar days of termination unless otherwise agreed in writing.

**Aircraft Service Equipment.** Adequate emergency starting equipment and fire extinguisher.

**Hours of Operation.** Eight hours per day, five (5) calendar days per week, except when Lessee and/or its personnel are away from the airfield on other aeronautical business related to Lessee's operations on the airfield. However, Lessee shall do his utmost to make arrangements for fueling when Lessee and/or its personnel are away from the airfield on other aeronautical business.

**FLIGHT TRAINING**

Applicable \_\_\_ Not Applicable X

**Service.** Conduct a flying school and provide flight instruction.

**Personnel.** One or more persons certificated by the FAA as a flight instructor to cover the type of training offered.

**Aircraft.** Own or lease by written agreement, one or more properly certificated aircraft equipped for flight instruction.

**Hours of Operation.** Eight hours a day, five (5) calendar days per week, except when the Lessee and/or his personnel are away from the airport on other business. The Lessee, when away from the airport, shall have a location and/or telephone number available where current or potential students may contact or leave messages for him and/or his personnel.

5. **Rent; Fees.** Lessee, in consideration of the rights herein granted, agrees to pay to Lessor consideration to be as follows:

Plane N Nos. _____	
Aerial Applications operating fee..... (unlimited) aircraft...	\$ <u>750.00</u>
Aerial Application pad rental .....	\$ _____
Aircraft Fuels and Oil Dispensing Service Fee .....	\$ _____
Flight Training Services Fee .....	\$ _____
_____ .....	\$ _____
_____ .....	\$ _____
_____ .....	\$ _____
<b>TOTAL</b>	<b>\$ <u>750.00</u></b>

6. **Nondiscrimination.** Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair reasonable and not unjustly discriminatory prices for each unit of service, provided that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  
7. **Governmental Compliance.** Lessee, for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall construct, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation; 14 CFR Part 152, Subpart E; State of Nebraska LB 500 and Governor's Executive Order signed February 16, 1984, regarding Affirmative Action and Contract Compliance, which regulations and Executive Order prohibit discrimination on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
  
8. **Reservation of Rights.** Lessee understands and agrees that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, and Lessor reserves the right to grant to others the privilege and right of conducting any or all of the aeronautical activities listed herein, or any other activity of an aeronautical nature.

Lessor reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from

erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

9. **Condition and Maintenance.** Lessee shall not leave junk or trash upon the area from which he is permitted to operate, but shall keep such areas reasonably clean and free of debris at all times.
10. **Restrictions on Use.** Lessee agrees that no painting, welding or exposed flame will be permitted in the buildings leased hereunder.
11. **Inspection.** It is understood that Lessor may enter upon any of the leased premises at any reasonable time for the purpose of inspection or for any other purpose necessary or incidental to or connected with the performance of its obligations hereunder, or for any other purpose. It is further understood that for the purpose of inspections, etc., Lessee will furnish Lessor with a key or the combination to any lock it places on any storage space.
12. **Military Emergencies.** Lessee agrees that during the time of war or national emergency Lessor shall have the right to enter into an agreement with the United State Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended.
13. **Authorized Uses.** Lessee is authorized to use, in common with others, existing and future aeronautical facilities at the airport. These shall include, but not be restricted to, the landing areas, their extensions and additions, roadways, runways, aprons, taxiways, public air navigation facilities, such as radio aids, beacons, signals, floodlights, and all other conveniences now or thereafter provided for flying, landing, and taking off of aircraft.
14. **Laws and Regulations.** Lessee agrees that Lessor has the right to adopt and enforce reasonable rules, regulations, and minimum standards and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules, regulations and minimum standards as may be promulgated by Lessor, which rules, regulations and minimum standards shall be considered a part of this Agreement as though set forth herein.  
  
Lessee agrees to conduct all flight and ground operations on, at or near the airport in accordance with proper rules and regulations of all authorities including Lessor, having jurisdiction over such operations.
15. **No Signage.** Lessee agrees that no signs or advertising material shall be placed or erected upon the premises without the prior written consent of Lessor.

16. **Subordination.** Lessee agrees that this Agreement shall be subordinate to the provisions of any outstanding agreement between the Lessor and the United States relative to the maintenance, operation, or development of the airport.
17. **Indemnification.** Lessee and its successors, heirs, personal representatives and assigns agree to indemnify and hold the Lessor, its employees, officers, volunteers, and agents harmless from any present or future liability for any injuries or damages in any way related to any and all activities authorized by this Agreement, and in any way related to any interruption or disruption of this Agreement pursuant to this Agreement, except, however, to the extent that such injuries or damages are proximately caused by the negligence or intentional misconduct of Lessor, and shall defend, indemnify, and hold harmless the Lessor from Lessee's claims, demands, causes of action, lawsuits, strict liability claims, or loss, except to the extent that such claims, demands, causes of action, lawsuits, strict liability claims or loss are proximately caused by the negligence or intentional misconduct of Lessor.
18. **Transferability.** Lessee shall not assign or transfer this Agreement, or any interest therein or sublet the leased premises or any part thereof, without the written consent of Lessor, and any attempt at assignment, transfer, or subletting shall be void and, at the option of the Lessor, deemed sufficient grounds for cancellation and termination of this Agreement.
19. **No Adverse Effect.** Lessee understands and agrees that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport by Lessor or others.
20. **Alterations and Improvements.** Lessee shall not make any alterations or improvements to the leased premises without the prior express written consent of Lessor. On the expiration of this Agreement Lessee shall, at its own expense, remove all alterations and other improvements and restore the leased premises to the condition it was in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.
21. **Termination.** Lessor shall have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:
- (a) filing of petition, voluntarily or involuntarily, for the adjudication of Lessee as bankrupt;
  - (b) the making by Lessee of any general assignment for the benefit of credits;
  - (c) the occurrence of any act which operates to deprive Lessee permanently of the ability to perform its duties under this Agreement;
  - (d) the abandonment and discontinuance of operations at the airport by Lessee for a period of thirty (30) calendar days or more;

- (e) the non-payment of any rent payment due hereunder at the time(s) herein specified;
- (f) failure by Lessee to perform, keep and observe any and all of the terms, covenants, and conditions herein contained on the part of Lessee to be performed, kept, or observed, and the failure of Lessee to remedy such default or breach within a period of thirty (30) calendar days after receipt from Lessor of written notice to remedy same.

**22. Independent Contractor.** It is understood and agreed that in entering into this Agreement and performing the agreed operations hereunder, Lessee is an independent contractor and is not an agent or employee of the Lessor in any manner or in any respect whatsoever, and that any employee of said Lessee is in no manner or any respect an agent, servant, or employee of Lessor.

**23. Waiver.** No forbearance to enforce the breach of any of the promises or covenants of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant herein.

**24. Severability.** If any paragraph or part thereof of this Agreement shall be determined to be invalid, illegal or inoperative for any reason by a court of competent jurisdiction then the remaining parts, so far as possible, shall be effective and fully operative.

**25. Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

**26. Modification of Agreement.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**27. Special Conditions.** In consideration of the rents, covenants and agreements herein contained, Lessor hereby leases items described as follows, and agrees to abide by the conditions set forth:

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**28. Condition of Leased Premises Post-Termination.** Upon termination of this Agreement, Lessee agrees to relinquish the property on the premises and to deliver the premises in as good condition as they now are, excepting only reasonable wear and tear or damage by casualty not attributable to Lessee's negligence or misconduct.

**29. Entire Agreement.** This instrument contains the entire lease of the parties as of this date, and the execution hereof has not been induced by either party by any representations, promises

or understandings not expressed herein. There are no collateral agreements, leases, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

This Agreement is executed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2025, and is effective as of April 1, 2025.


Attest:

City of Beatrice, Nebraska,  
A Nebraska Municipal Corporation, Lessor

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

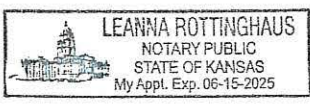
\_\_\_\_\_  
Robert Morgan, Mayor

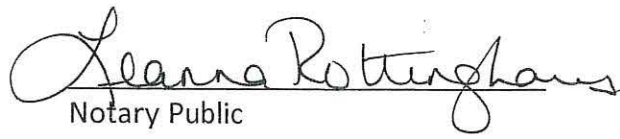
Heinen Brothers Agra Service, Inc.,  
A Kansas corporation, Lessee

  
\_\_\_\_\_  
Scott Heinen, CEO/Co-Owner

*Kansas*  
STATE OF NEBRASKA )  
*Nemaha* )ss:  
COUNTY OF GAGE )  
*Ar*

The foregoing Lease was acknowledged before me this 25 day of MARCH, 2025 by Scott Heinen, CEO/Co-Owner, and authorized signatory of Heinen Brothers Agra Service, Inc., to be his voluntary act and deed on behalf of said company.



  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 )ss:  
COUNTY OF GAGE )

The foregoing Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

\_\_\_\_\_  
Notary Public

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

**WHEREAS**, the City of Beatrice, Nebraska ("City") was awarded a grant (Grant No.: 3-31-0009-024 (CDF)) to implement a project to construct a new T-Hangar, upgrade Taxilanes, and reconstruct a hangar approach at the Beatrice Municipal Airport (the "Project"); and

**WHEREAS**, on or about September 16, 2024, the City retained Alfred Benesch & Company ("Benesch") for consulting services for the Project, including overseeing the bidding for the Project; and

**WHEREAS**, on March 27, 2025, four (4) bids were received for the Project; and

**WHEREAS**, Lottman Carpenter Construction, Inc. ("Lottman"), submitted the lowest bid for the Project; and

**WHEREAS**, Lottman's low bid contained several bidding irregularities, failed to meet the minimum Disadvantaged Business Enterprise ("DBE") contract goal, and failed to include unit prices for each pay item listed in the proposal as required; and

**WHEREAS**, it is Benesch's opinion that Lottman's bid should be considered non-responsive, and therefore the City should reject Lottman's bid, as shown in Benesch's *Letter of Recommendation for Award of Bid*, attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, Benesch recommends awarding the bid received from Vogts Parga Construction, LLC ("Vogts") for construction services for the Project, as its bid was the second lowest bid and its bid contained no irregularities; and

**WHEREAS**, the Mayor and City Council desire to reject Lottman's bid due to its bid being non-responsive to the proposal; and

**WHEREAS**, the Mayor and City Council desire to enter into an Agreement retaining Vogts for construction services for the Project, subject to and contingent upon FAA concurrence in award for said bid and the offer of a federal grant.

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

**SECTION 1.** That the Mayor and City Council for the City of Beatrice hereby reject Lottman’s bid due to its bid being non-responsive to the proposal.

**SECTION 2.** That the Mayor and City Clerk are hereby authorized and directed to execute an Agreement with Vogts Parga Construction, LLC, and any and all other documents necessary to retain Vogts Parga Construction, LLC for construction services for the Project, subject to and contingent upon FAA concurrence in award for said bid and the offer of a federal grant. A copy of the proposed Agreement, marked as Exhibit “B”, is attached hereto and incorporated herein by reference.

**SECTION 3.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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Erin Saathoff, CMC, City Clerk

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Robert Morgan, Mayor

Exhibit "A4"



Alfred Benesch & Company  
825 "M" Street, Suite 100  
Lincoln, NE 68508-2958  
www.benesch.com  
P 402-479-2200  
F 402-479-2276

April 2, 2025

City of Beatrice  
Beatrice Municipal Airport  
Attn: Mr. Tobias Tempelmeyer, City Administrator/General Manager  
Mr. Dennis Schmitt, Airport Manager  
3301 North 6<sup>th</sup> Street,  
Beatrice, NE 68310

REFERENCE: Beatrice Municipal Airport (BIE), Beatrice, NE  
Construct T-Hangar/Taxilanes  
(GRANT NO.: 3-31-0009-024/025)  
*Letter of Recommendation for Award of Bid*

Dear Mr. Tempelmeyer / Mr. Schmitt:

On Thursday, March 27, 2025, bids for the above referenced project were received, opened, and read aloud. Four (4) bids were received for the work. The bids have been checked, and the bid tabulation is attached.

The bid consisted of Bid Section 1 (Items 1-1 thru 1-12), Bid Section 2 (Items 2-1 thru 2-12), Bid Section 3 (Items 3-1 thru 3-7), Bid Section 4 (Items 4-1 thru 4-6), Bid Section 5 (Items 5-1 thru 5-5), and Bid Section 6 (Items 6-1 thru 6-3). Summarized directly below are the contractor's total bid amounts.

Bidder

**Lottman Carpenter Construction, Inc.** (herein after called Lottman)  
311 Commercial St., Diller, NE 68342

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$185,950.00
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Reconstruction (Items 2-1 - 2-12):	\$1,532,760.13
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$68,470.30
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$152,072.25
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$54,086.15
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$17,817.75
<b>Total Section 1 + Section 2 + Section 3 + Section 4:</b>	<b>\$1,939,252.68</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:</b>	<b>\$1,993,338.83</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:</b>	<b>\$2,011,156.58</b>

**Vogts Parga Construction LLC.** (herein after called Vogts Parga)  
2350 Arrowhead Rd., Moundridge, KS 67107

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$268,298.50
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Reconstruction (Items 2-1 - 2-12):	\$1,671,396.74
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$72,428.20
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$154,058.50
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$57,817.20
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$18,967.50
<b>Total Section 1 + Section 2 + Section 3 + Section 4:</b>	<b>\$2,166,181.94</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:</b>	<b>\$2,223,999.14</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:</b>	<b>\$2,242,966.64</b>

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**Screed Tech LLC.** (herein after called Screed Tech)  
**3002 Industrial Ave., Fairbury, NE 68352**

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$296,120.70
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Reconstruction (Items 2-1 - 2-12):	\$1,754,048.55
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$74,541.70
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$171,578.68
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$50,591.00
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$27,026.00
<b>Total Section 1 + Section 2 + Section 3 + Section 4:</b>	<b>\$2,296,289.63</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:</b>	<b>\$2,346,880.63</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:</b>	<b>\$2,373,906.63</b>

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**Constructors, Inc.** (herein after called Constructors)  
**1815 'Y' Street, Lincoln, NE 68508**

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$447,797.70
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Reconstruction (Items 2-1 - 2-12):	\$2,024,309.60
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$94,571.80
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$218,247.04
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$59,839.50
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$32,116.15
<b>Total Section 1 + Section 2 + Section 3 + Section 4:</b>	<b>\$2,784,926.14</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:</b>	<b>\$2,844,765.64</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:</b>	<b>\$2,876,881.79</b>

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For comparative purposes, the **Engineers Estimate** was:

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$420,350.00
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Reconstruction (Items 2-1 - 2-12):	\$2,174,376.00
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$102,432.00
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$230,485.50
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$71,194.00
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$33,775.00
<b>Total Section 1 + Section 2 + Section 3 + Section 4:</b>	<b>\$2,927,643.50</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:</b>	<b>\$2,998,837.50</b>
<b>Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:</b>	<b>\$3,032,612.50</b>

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The detailed Engineer's Estimate is also included in the bid tabulation attached.

The following paragraphs discuss in detail how the bidders filled out the various required pages of the proposal form:

**Page P-2 thru P-3 (Unit Prices/Extensions/Total Base Bid Amounts)**

**Lottman's** proposal had extension price errors on Item 2-4 – Borrow Embankment (In Place) (+\$6,000.00), Item 2-5 – Concrete Pavement (4 Inches) (-\$0.08), Item 2-6 – Concrete Pavement (6 Inches) (-\$8.75), Item 3-5 – Concrete Pavement (6 Inches) (+\$0.25), Item 3-5 – Concrete Pavement (6 Inches) (-\$0.25). **Lottman** also did not provide a unit price for Item 1-1 – Airport Safety Measures, Item 1-2 – Construction Staking, Item 1-3 – Contractor Quality Control Program (CQCP), Item 1-8 – Site Preparation & Mobilization (N.T.E. 10%), Item 1-9 – Concrete Mix Design, Item 2-2 – 10-Place Nested T-Hangar (231' Long x 51' Wide, With 41'-6" x 12' Clear Opening Bi-Fold Doors), and Item 2-11 – 18 Inch RC Collar leading to the use of the extension prices provided. The extension errors led to a Bid Section 2 summation error (-\$8.77), Bid Section 3 summation error (-\$0.25), and Bid Section 6 summation error (-\$0.25). **Lottman's** overall bid total was below the Engineer's Estimate by \$1,021,455.92.

**Vogts Parga's** proposal did not have any errors in their extension prices or totals. **Vogts Parga's** overall bid total was below the Engineer's Estimate by \$789,645.86.

**Screed Tech's** proposal did not have any errors in their extension prices but did have an error in the summation of Bid Section 2 (+\$0.05). **Screed Tech's** overall bid total was below the Engineer's Estimate by \$658,705.87.

**Constructors' proposal** did not have any errors in their extension prices or totals. **Constructors' overall bid total** was below the Engineer's Estimate by \$155,730.71.

**Page P-5 (Addendum Acknowledgement)**

There was one (1) addendum issued during the bidding phase of this project. **Lottman, Vogts Parga, Screed Tech,** and **Constructors** provided an Addendum Acknowledgement for the single addendum issued.

**Page P-7 (Additional Insurance Charge)**

Bidders are required to note if there is an additional insurance charge for naming the City of Beatrice and the Engineer (Benesch) as additional insured on the contractor insurance policy for the project. **Lottman, Vogts Parga, Screed Tech,** and **Constructors** all did not indicate that any additional insurance charge would apply to this project.

**Pages P-9 thru P-11 (DBE Utilization Statement & DBE Letter of Intent)**

As required by the contract documents, **each of the four (4) bidders** completed and submitted with their bid, a signed DBE Utilization Statement. **Vogts Parga, Screed Tech,** and **Constructors** had proposed to meet or exceed the minimum DBE contract goal of 3.33% established for this project. **Lottman's** proposal indicated that they were unable to meet the DBE contract goal. **Lottman** did not provide any DBE Good Faith Effort (GFE) type information for evaluation in their bid. **Constructors** did not check the box stating the bidder/offeror is committed to a minimum of 3.33% DBE Utilization on this contract but did fill out all other DBE information indicating they would meet or exceed the DBE goal.

**Lottman** provided DBE utilization amount of \$37,704.75 and a contract percentage of 1.87%.

**Vogts Parga** provided a DBE goal amount of \$283,366.20 and a contract percentage of 12.63%. **Vogts Parga** is a DBE and will be performing all site work and concrete pavement work on the project. Benesch confirmed that **Vogts Parga** is on the list of certified DBEs published by the Nebraska Department of Transportation as of the date of this letter.

**Screed Tech** provided a DBE goal amount of \$80,071.50 and a contract percentage of 3.37%.

**Constructors** provided a DBE goal amount of \$96,000 and a contract percentage of 3.33%.

**Page P-13 (Bidder's List Collection Form)**

**Screed Tech** and **Constructors** completed the Bidder's List Collection Form in their completed bid packets. **Lottman** and **Vogts Parga** left the entire table blank. Airport sponsors are required to collect the information from all bidders at the time of bid submittal and enter it into USDOT's designated system. The data must be collected for all prime contractors and subcontractors, successful or not. If the form is not completed, the bidder may provide screenshots or some other way to collect all required data. **Lottman** and **Vogts Parga** were contacted to submit outstanding information from the bid proposal form. **Lottman** did not provide the requested completed form. **Vogts Parga** provided a completed form and the document was switched in for the blank document provided in their bid proposal.

**Pages P-15 thru P-29 (Buy American)**

As required by the contract documents, **Lottman, Vogts Parga, Screed Tech,** and **Constructors** submitted a "Certification of Compliance with FAA Buy American Preference – Construction Projects" and "Certification of Compliance With FAA Buy American Preference – Equipment/Building Projects" forms. **Lottman, Vogts Parga,** and **Screed Tech** signed the form but **Constructors** failed to sign the FAA Construction Projects and Equipment/Building Projects Buy American Preference certifications. **Vogts Parga, Screed Tech,** and **Constructors** checked the box certifying that they will comply with the BABA and other related U.S. statutes, guidance, and policies of the FAA for both the "Construction Projects" and "Equipment/Building Projects" forms. **Lottman** checked the box certifying that they cannot comply with the 100% Buy American Preferences but may qualify for either a Type 3 or Type 4 waiver for both the "Construction Projects" and "Equipment/Building Projects" forms.

**Page P-31 (Certificate of Bidder Regarding Tax Delinquency And Felony Convictions)**

**Lottman, Vogts Parga, Screed Tech,** and **Constructors** successfully filled out and signed the Tax Delinquency and Felony Convictions certification form. **Vogts Parga, Screed Tech,** and **Constructors** stated that their firm does not have any Tax Delinquency or Felony Convictions. **Lottman** did not check any box for Felony Convictions or Tax Delinquency but signed the form.

**Pages P-33 thru P-35 (Bidder Signature Pages)**

**Lottman, Vogts Parga, Screed Tech,** and **Constructors** submitted a properly signed proposal. **Lottman, Vogts Parga, Screed Tech,** and **Constructors** signed under the "Corporation" section of the signature pages.

**Miscellaneous Other Requirements**

**Mobilization Limit**

As required by the contract documents under specification Item C-105 "Mobilization", mobilization costs are limited to 10% of the bid cost. **Lottman, Vogts Parga, Screed Tech,** and **Constructors** were all below the 10% mobilization threshold of their bid costs.

**Bid Guaranty**

The contract documents require that "*Each separate proposal shall be accompanied by a bid guaranty (per 49 CFR Part 18.36(h)(1)) in the amount of not less than five (5) percent of the total amount of the bid. The bid guaranty may be by certified check on a solvent bank, cashier's check or bid bond made payable to the Fairbury Airport Authority.*".

**Lottman, Vogts Parga, Screed Tech,** and **Constructors** all successfully submitted a 5% bid guaranty to the City of Beatrice, Beatrice, Nebraska with their bid proposal.

Pre-Qualification

The contract documents did not have a Nebraska Department of Transportation (NDOT) pre-qualification requirement, but did require that the contractors submitting bids must be qualified to do the work. Benesch has not worked with **Lottman** on past airport projects. Benesch has worked with **Vogts Parga**, **Screed Tech**, and **Constructors** on past projects and it's in Benesch's opinion that all are qualified to complete the work. In particular, Benesch completed three (3) projects totaling nearly \$6.9 million with **Vogts Pargas** at multiple airports in Kansas between 2022 and 2024 (Concordia, KS, Phillipsburg, KS, and Ellsworth, KS). The work was completed in a satisfactory manner and is considered by Benesch to be a good illustration of **Vogts Parga's** capabilities to complete large airport paving projects. It should also be noted that **Vogts Parga** is the Contractor that is currently completing the Beatrice Municipal Airport Reconstruct Taxiway 'C' & Apron project.

Federal Debarment List (2 CFR Part 180 (Subpart B))

The contract documents require that "By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction." Benesch completed a search on the System of Award Management (SAM) debarred website (<http://www.sam.gov>) and **Vogts Parga** was confirmed to be in good working status and has not been debarred or suspended by any federal department or agency.

Benesch Recommendation

As applicable, the City of Beatrice should be aware that according to the contract documents, the "**right is reserved, by the Owner, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received.**"

It should also be noted that the Contract Documents (RFB.2 and NTB.7) state that the "**Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.**" Additionally, the Notice To Bidders (NTB.7) states that as a condition of bid responsiveness, that "**If Bidder or Offeror cannot meet the advertised project DBE goal; evidence of good faith efforts undertaken by the Bidder or Offeror as described in Appendix A to 49 CFR Part 26**" must be submitted.

**Lottman** did not meet the minimum DBE contract goal and did not provide a DBE good faith effort documentation to meet the requirements of 49 CFR §26.53. It should also be noted that **Screed Tech**, and **Constructors** were both able to find NDOT certified DBE firms that regularly complete work as a subcontractor that is applicable to the scope of the project. **Vogts Parga** is a NDOT certified DBE firm and satisfied the DBE requirement as the prime contractor.

In addition to DBE good faith efforts irregularity in **Lottman's** proposal, there were multiple bid items in which **Lottman** did not provide a unit price and only provided an extension price. In accordance with FAA General Provision G.P. 20.09 – Irregular Proposals, proposals shall be considered irregular "**If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price**".

It is Benesch's opinion that there are sufficient DBE sources available to complete work on this project, and **Lottman** providing a DBE commitment of 1.87% in their DBE Utilization Statement with no good faith effort leads to an unfair bid environment for the three (3) Bidder's that have committed to meeting the minimum DBE project goal. Additionally, **Lottman's** bid proposal had multiple bid items in which a unit price was not provided, which makes the proposal irregular. As a result, it is in Benesch's final opinion that **Lottman** Bid Proposals should be considered **non-responsive** per the Contract Provisions for failure to meet the DBE GFE submittal requirements of 49 CFR Part 26 Appendix A as required (Refer to NTB.7, Items i on Proposal Form page P.4 of the Proposal Form, and page 32 of Article 2 Supplementary Provisions) and due to not providing unit prices for multiple bid items (Refer to Irregular Proposals (G.P. 20.09) on Instructions To Bidders page ITB.4.

With **Lottman's** bid proposal being considered non-responsive, **Vogts Parga's** bid is then considered the lowest responsive bid. Benesch's opinion is that the bid received from **Vogts Parga** represents a fair and reasonable price, as well as meets the Contract Provision requirements. It is noted that **Vogts Parga's** total price is approximately 26.04% less than the Engineer's Estimate.

If the City of Beatrice, at their upcoming regular City Council meeting, chooses to award the work to **Vogts Parga**, we would recommend that the award be made contingent upon:

1. FAA's concurrence in award and the offer of a federal grant if such concurrence and offer have not been received prior to the meeting.

**Summary of Attachments (per current FAA requirements/request):**

- Bid Tabulation Sheet with Engineer's Estimate (1 Page)
- **Vogts Parga Construction LLC.**'s complete bid proposal information (Includes Bid Bond) (54 Pages)
- Final Plan Holders List (1 Page)

If you have any questions or comments, please contact us at your convenience.

Sincerely,  
Alfred Benesch & Company



Prepared By: Michael Lau, P.E.



Approved By: Alex Bernhardson, P.E.

Cc w/Attachments:      *Steve Whitton (FAA)*  
                                  *Anna Lannin (NDOT-Aeronautics)*  
                                  *Andy Beil, Molly McGuire (Benesch)*

**BEATRICE MUNICIPAL AIRPORT (BIE)  
BEATRICE, NE**

**Construct T-Hangar/Taxilanes  
(GRANT NO.: 3-31-0009-024/025)**

# **BID TABULATION**



**BID TABULATION**  
**Beatrice Municipal Airport (BIE)**  
 Beatrice, Nebraska  
 Grant No. A-31-8069-024/025  
 Construct T-Hangar/Taxilanes  
 Bid Opening March 27, 2025

Bid Security (5% Min.)  
 DBE % (Goal 3.33%)  
 Acknowledged Addenda (1 Issued)

Item No.	FAA Spec Item No.	Description	Approx. Quant.	Unit	Engineer's Estimate		Lottman Carpenter Construction, Inc. 311 Commercial St. Diller, NE 68342		Vogts Parga Construction LLC. 2350 Arrowhead Road Moundridge, KS, 67107		Screed Tech LLC. 3002 Industrial Ave. Fairbury, NE, 68502		Constructors Inc. 1815 Y Street Lincoln, NE, 68508		
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
<b>BID SECTION 1 - GENERAL ITEMS</b>															
1-1	B-101-5.1	Airport Safety Measures	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 24,930.00	\$ 24,930.00	\$ 45,000.00	\$ 45,000.00	\$ 47,069.50	\$ 47,069.50	\$ 79,150.00	\$ 79,150.00	
1-2	B-102-4.1	Construction Staking	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 8,500.00	\$ 8,500.00	\$ 23,650.00	\$ 23,650.00	\$ 11,500.00	\$ 11,500.00	\$ 36,995.00	\$ 36,995.00	
1-3	C-110-14.1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 6,000.00	\$ 6,000.00	\$ 25,000.00	\$ 25,000.00	\$ 64,400.00	\$ 64,400.00	\$ 30,830.00	\$ 30,830.00	
1-4	C-102-5.1a	Temporary Seeding	2.1	AC.	\$ 1,000.00	\$ 2,100.00	\$ 650.00	\$ 1,365.00	\$ 580.00	\$ 1,218.00	\$ 1,000.00	\$ 2,100.00	\$ 802.00	\$ 1,684.20	
1-5	C-112-5.1b	Installation, Maintenance, & Removal Of Straw Mattes	540	L.F.	\$ 12.00	\$ 6,480.00	\$ 9.00	\$ 4,860.00	\$ 9.50	\$ 5,130.00	\$ 11.70	\$ 6,318.00	\$ 6.20	\$ 3,348.00	
1-6	C-102-5.1c	Installation, Maintenance, & Removal Of Silt Fence	580	L.F.	\$ 10.00	\$ 5,800.00	\$ 4.25	\$ 2,462.50	\$ 4.25	\$ 2,462.50	\$ 5.54	\$ 3,203.20	\$ 5.25	\$ 3,045.00	
1-7	C-102-5.1d	Installation, Maintenance, & Removal Of Inlet Protection	7	EA.	\$ 800.00	\$ 5,600.00	\$ 300.00	\$ 2,100.00	\$ 315.00	\$ 2,205.00	\$ 460.00	\$ 3,220.00	\$ 370.00	\$ 2,590.00	
1-8	C-105-6.1	Site Preparation & Mobilization (N.T.E. 10%)	1	L.S.	\$ 150,000.00	\$ 150,000.00	\$ 95,000.00	\$ 95,000.00	\$ 71,000.00	\$ 71,000.00	\$ 75,000.00	\$ 75,000.00	\$ 234,160.00	\$ 234,160.00	
1-9	P-501-6.4	Concrete Mix Design	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 3,800.00	\$ 3,800.00	\$ 29,350.00	\$ 29,350.00	\$ 25,000.00	\$ 25,000.00	\$ 7,400.00	\$ 7,400.00	
1-10	T-901-5.1	Seeding	2.1	AC.	\$ 3,500.00	\$ 7,350.00	\$ 2,100.00	\$ 4,410.00	\$ 2,350.00	\$ 4,935.00	\$ 5,160.00	\$ 10,830.00	\$ 5,439.00	\$ 5,439.00	
1-11	T-905-5.1	Topsol (Furnished From Off Site, 4 inches)	1.080	C.Y.	\$ 45.00	\$ 48,600.00	\$ 25.00	\$ 27,000.00	\$ 60.00	\$ 64,800.00	\$ 28.75	\$ 31,050.00	\$ 30.85	\$ 33,318.00	
1-12	T-908-5.1	Matching	2.1	AC.	\$ 5,000.00	\$ 10,500.00	\$ 3,800.00	\$ 7,800.00	\$ 3,025.00	\$ 6,352.50	\$ 7,540.00	\$ 15,634.00	\$ 4,688.00	\$ 9,838.50	
<b>TOTAL BID SECTION 1 - GENERAL ITEMS (ITEMS 1-1 THRU 1-12)</b>						\$ 420,350.00	\$ 185,950.00	\$ 268,296.50	\$ 286,126.70			\$ 447,787.70			
<b>BID SECTION 2 - 10-UNIT T-HANGAR, APPROACHES, AND TAXILANES CONSTRUCTION</b>															
2-1	B-103-4.1	Aggregate Base Course (6 inches)	4,290	S.Y.	\$ 30.00	\$ 128,700.00	\$ 12.00	\$ 51,480.00	\$ 14.30	\$ 61,347.00	\$ 13.80	\$ 59,202.00	\$ 32.80	\$ 140,712.00	
2-2	B-104-2.1	10-Place Nested T-Hangar (23' Long x 51' Wide, With 41'-6" x 12' Clear Opening Bi-Fold)	1	L.S.	\$ 1,200,000.00	\$ 1,200,000.00	\$ 1,039,262.00	\$ 1,039,262.00	\$ 1,115,000.00	\$ 1,115,000.00	\$ 1,071,684.20	\$ 1,071,684.20	\$ 1,262,000.00	\$ 1,262,000.00	
2-3	P-152-4.1	Unclassified Excavation	12,391	C.Y.	\$ 20.00	\$ 247,820.00	\$ 5.00	\$ 61,955.00	\$ 5.00	\$ 61,970.15	\$ 8.85	\$ 122,051.35	\$ 18.50	\$ 390,105.50	
2-4	P-152-4.2	Borrow Embankment (In Place)	1,856	C.Y.	\$ 32.50	\$ 60,440.00	\$ 20.00	\$ 37,320.00	\$ 20.80	\$ 38,812.80	\$ 25.50	\$ 50,681.90	\$ 27.15	\$ 50,681.90	
2-5	P-501-8.1	Concrete Pavement (4 inches)	68	S.Y.	\$ 70.00	\$ 4,760.00	\$ 59.44	\$ 4,041.92	\$ 90.00	\$ 6,120.00	\$ 70.00	\$ 4,760.00	\$ 90.75	\$ 6,171.00	
2-6	P-501-8.2	Concrete Pavement (8 inches)	3,503	S.Y.	\$ 85.00	\$ 297,755.00	\$ 69.75	\$ 244,342.25	\$ 73.50	\$ 257,470.50	\$ 78.00	\$ 273,234.00	\$ 84.10	\$ 294,402.30	
2-7	P-501-8.3	Concrete Pavement (18 inches)	258	S.Y.	\$ 90.00	\$ 23,220.00	\$ 88.82	\$ 22,879.56	\$ 76.65	\$ 19,775.70	\$ 100.00	\$ 25,800.00	\$ 105.00	\$ 27,090.00	
2-8	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	511	S.F.	\$ 8.00	\$ 4,088.00	\$ 15.00	\$ 7,665.00	\$ 12.05	\$ 6,157.55	\$ 2.00	\$ 1,022.00	\$ 3.70	\$ 1,890.70	
2-9	P-620-5.2	Pavement Marking (Black), Without Reflective Media	792	S.F.	\$ 4.00	\$ 3,168.00	\$ 8.05	\$ 6,350.40	\$ 11.00	\$ 8,712.00	\$ 2.00	\$ 1,584.00	\$ 1.85	\$ 1,391.20	
2-10	D-7014-1	18 inch RCW, Class V	772	L.F.	\$ 165.00	\$ 127,380.00	\$ 68.00	\$ 52,596.00	\$ 74.25	\$ 57,321.00	\$ 99.00	\$ 76,425.00	\$ 78.00	\$ 60,168.00	
2-11	D-7015-2	18 inch RC, Class V	1	EA.	\$ 2,000.00	\$ 2,000.00	\$ 1,175.00	\$ 1,175.00	\$ 1,800.00	\$ 1,800.00	\$ 800.00	\$ 800.00	\$ 785.00	\$ 785.00	
2-12	D-751-5.1	Inlet	5	EA.	\$ 15,000.00	\$ 75,000.00	\$ 1,200.00	\$ 6,000.00	\$ 2,250.00	\$ 11,250.00	\$ 14,000.00	\$ 70,000.00	\$ 6,200.00	\$ 31,000.00	
<b>TOTAL BID SECTION 2 - 10-UNIT T-HANGAR, APPROACHES, AND TAXILANES CONSTRUCTION (ITEMS 2-1 THRU 2-12)</b>						\$ 2,174,376.00	\$ 1,532,760.13	\$ 1,671,396.74	\$ 1,754,048.55			\$ 2,824,209.60			
<b>BID SECTION 3 - TAXILANE RECONSTRUCTION</b>															
3-1	B-103-4.1	Aggregate Base Course (6 inches)	684	S.Y.	\$ 30.00	\$ 20,520.00	\$ 13.60	\$ 9,334.40	\$ 14.45	\$ 9,883.80	\$ 13.80	\$ 9,436.20	\$ 33.50	\$ 22,914.00	
3-2	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	524	S.Y.	\$ 20.00	\$ 10,480.00	\$ 8.25	\$ 4,323.00	\$ 8.40	\$ 4,401.60	\$ 9.00	\$ 4,716.00	\$ 8.00	\$ 4,192.00	
3-3	P-152-4.1	Unclassified Excavation	377	C.Y.	\$ 20.00	\$ 7,540.00	\$ 5.00	\$ 1,885.00	\$ 5.25	\$ 1,978.25	\$ 10.26	\$ 3,868.02	\$ 10.55	\$ 3,977.35	
3-4	P-152-4.2	Borrow Embankment (In Place)	222	C.Y.	\$ 32.50	\$ 7,215.00	\$ 20.00	\$ 4,440.00	\$ 21.80	\$ 4,839.60	\$ 24.84	\$ 5,514.48	\$ 26.05	\$ 5,786.30	
3-5	P-501-8.1	Concrete Pavement (4 inches)	645	S.Y.	\$ 85.00	\$ 54,825.00	\$ 69.75	\$ 44,988.75	\$ 73.50	\$ 47,407.50	\$ 78.00	\$ 50,310.00	\$ 87.20	\$ 56,244.00	
3-6	P-501-8.2	Concrete Pavement (8 inches)	116	S.F.	\$ 8.00	\$ 928.00	\$ 15.00	\$ 1,740.00	\$ 12.50	\$ 1,450.00	\$ 2.00	\$ 232.00	\$ 3.70	\$ 429.20	
3-7	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	231	S.F.	\$ 4.00	\$ 924.00	\$ 8.05	\$ 1,859.55	\$ 11.35	\$ 2,621.65	\$ 2.00	\$ 462.00	\$ 1.85	\$ 427.35	
<b>TOTAL BID SECTION 3 - TAXILANE RECONSTRUCTION (ITEMS 3-1 THRU 3-7)</b>						\$ 102,432.00	\$ 68,470.30	\$ 72,428.28	\$ 74,541.78			\$ 84,571.80			
<b>BID SECTION 4 - HANGAR APPROACHES RECONSTRUCTION</b>															
4-1	B-103-4.1	Aggregate Base Course (6 inches)	1,681	S.Y.	\$ 30.00	\$ 50,430.00	\$ 13.50	\$ 22,684.50	\$ 14.38	\$ 24,187.35	\$ 13.80	\$ 23,178.60	\$ 33.50	\$ 56,365.50	
4-2	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	831	S.Y.	\$ 20.00	\$ 16,620.00	\$ 8.25	\$ 6,852.75	\$ 8.30	\$ 6,897.30	\$ 9.00	\$ 7,479.00	\$ 8.00	\$ 6,649.20	
4-3	P-152-4.1	Unclassified Excavation	913	C.Y.	\$ 20.00	\$ 18,260.00	\$ 5.00	\$ 4,565.00	\$ 5.15	\$ 4,701.15	\$ 10.26	\$ 9,367.38	\$ 10.50	\$ 9,585.50	
4-4	P-152-4.2	Borrow Embankment (In Place)	927	C.Y.	\$ 32.50	\$ 30,127.50	\$ 20.00	\$ 18,540.00	\$ 20.70	\$ 19,183.50	\$ 25.50	\$ 23,677.50	\$ 26.05	\$ 24,144.55	
4-5	P-501-8.1	Concrete Pavement (4 inches)	1,528	S.Y.	\$ 85.00	\$ 129,880.00	\$ 69.75	\$ 106,578.00	\$ 73.50	\$ 112,308.00	\$ 78.00	\$ 119,184.00	\$ 88.66	\$ 135,503.04	
4-6	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	146	S.F.	\$ 8.00	\$ 1,168.00	\$ 15.00	\$ 2,190.00	\$ 12.50	\$ 1,825.00	\$ 2.00	\$ 292.00	\$ 3.70	\$ 540.20	
<b>TOTAL BID SECTION 4 - HANGAR APPROACHES RECONSTRUCTION (ITEMS 4-1 THRU 4-6)</b>						\$ 230,455.50	\$ 152,072.25	\$ 154,058.80	\$ 171,578.68			\$ 218,247.84			
<b>BID SECTION 5 - TAXILANES REHABILITATION</b>															
5-1	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	457	S.Y.	\$ 30.00	\$ 13,710.00	\$ 8.25	\$ 3,772.25	\$ 8.35	\$ 3,818.95	\$ 9.00	\$ 4,113.00	\$ 8.00	\$ 3,657.00	
5-2	P-152-4.3	Remove and Replace Unsuitable Material	100	C.Y.	\$ 55.00	\$ 5,500.00	\$ 7.50	\$ 750.00	\$ 9.00	\$ 900.00	\$ 8.00	\$ 800.00	\$ 85.35	\$ 8,535.00	
5-3	P-501-8.2	Concrete Pavement (8 inches)	448	S.Y.	\$ 95.00	\$ 42,560.00	\$ 69.75	\$ 31,246.00	\$ 73.50	\$ 32,928.00	\$ 78.00	\$ 34,848.00	\$ 96.50	\$ 43,232.00	
5-4	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	599	S.F.	\$ 8.00	\$ 4,792.00	\$ 15.00	\$ 8,985.00	\$ 12.25	\$ 7,337.25	\$ 2.00	\$ 1,198.00	\$ 3.70	\$ 2,216.30	
5-5	P-620-5.2	Pavement Marking (Black), Without Reflective Media	1,178	S.F.	\$ 4.00	\$ 4,712.00	\$ 8.05	\$ 9,482.90	\$ 11.00	\$ 12,958.00	\$ 1.50	\$ 1,767.00	\$ 1.55	\$ 1,825.90	
<b>TOTAL BID SECTION 5 - TAXILANES REHABILITATION (ITEMS 5-1 THRU 5-5)</b>						\$ 71,184.00	\$ 54,086.15	\$ 57,817.20	\$ 59,591.00			\$ 59,839.50			
<b>BID SECTION 6 - HANGAR APPROACHES REHABILITATION</b>															
6-1	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	286	S.Y.	\$ 30.00	\$ 8,580.00	\$ 8.25	\$ 2,361.00	\$ 9.00	\$ 2,574.00	\$ 9.00	\$ 2,574.00	\$ 10.30	\$ 2,940.00	
6-2	P-152-4.3	Remove and Replace Unsuitable Material	100	C.Y.	\$ 55.00	\$ 5,500.00	\$ 7.50	\$ 750.00	\$ 9.00	\$ 900.00	\$ 8.00	\$ 800.00	\$ 85.35	\$ 8,535.00	
6-3	P-501-8.2	Concrete Pavement (8 inches)	213	S.Y.	\$ 95.00	\$ 20,235.00	\$ 69.75	\$ 14,856.75	\$ 73.50	\$ 15,656.25	\$ 78.00	\$ 16,614.00	\$ 97.75	\$ 20,820.75	
<b>TOTAL BID SECTION 6 - HANGAR APPROACHES REHABILITATION (ITEMS 6-1 THRU 6-3)</b>						\$ 33,775.00	\$ 17,817.75	\$ 18,967.50	\$ 20,276.00			\$ 22,349.70			
<b>TOTAL BID SECTION 1 + BID SECTION 2 + BID SECTION 3 + BID SECTION 4 (ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6)</b>						\$ 2,927,643.50	\$ 1,939,262.68	\$ 2,166,181.94	\$ 2,296,289.63			\$ 2,784,926.14			
<b>TOTAL BID SECTION 1 + BID SECTION 2 + BID SECTION 3 + BID SECTION 4 + BID SECTION 5 (ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6 + 5-1 THRU 5-5)</b>						\$ 2,998,807.50	\$ 1,983,338.33	\$ 2,223,898.14	\$ 2,346,886.63			\$ 2,844,765.64			
<b>TOTAL BID SECTION 1 + BID SECTION 2 + BID SECTION 3 + BID SECTION 4 + BID SECTION 5 + BID SECTION 6 (ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6 + 5-1 THRU 5-5 + 6-1 THRU 6-3)</b>						\$ 3,032,612.50	\$ 2,011,156.58	\$ 2,242,966.64	\$ 2,373,906.63			\$ 2,876,881.79			



Unit Price Not Provided in Bid Proposal Form, Extension Price Provided, Unit Price Inserted Based On Extension Price.  
 Extension Or Surmount Error On Bid Document Corrected.  
 3.33% DBE Goal Not Met.  
 Discrepancy in Proposal Form, Corrected in Bid Tab.

Exhibit "B"

**BEATRICE MUNICIPAL AIRPORT (BIE)  
BEATRICE, NE**

**Construct T-Hangar/Taxilanes  
(GRANT NO.: 3-31-0009-024/025)**

**VOGTS PARGA  
CONSTRUCTION LLC.  
PROPOSAL**



# OFFICIAL PROPOSAL FORM

## CONTRACT DOCUMENTS & SPECIFICATIONS

Construct T-Hangar/Taxilanes

Beatrice Municipal Airport (BIE)

Grant NO: 3-31-0009-024/025

BENESCH PROJECT NO: 1125-700003.01

## PREPARED FOR:

City of Beatrice

Beatrice, Nebraska

100% Issued For Bid (IFB)

February 2025



# OFFICIAL PROPOSAL FORM

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# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

## PROPOSAL SUBMITTAL CHECKLIST

**Airport:** Beatrice Municipal Airport (BIE), City of Beatrice, NE  
**Project:** Construct T-Hangar and Taxilanes  
**Grant No.:** 3-31-0045-0009-024/025

The "Proposal Submittal Checklist" below is to help identify the documents that need to be completed and/or submitted when submitting a proposal. The itemized list below does not relieve prospective bidders from ensuring compliance with all the bid submittal requirements of the Contract Documents and Specifications.

### PROPOSAL SUBMITTAL CHECKLIST

**\*\*Note:** The entire bound bid booklet shall be submitted. Do NOT detach any of the booklet pages. Any additions added to the booklet (such as bid guaranty, evidence of authority to sign, etc.) should be stapled inside the bid booklet.

The following items need to be completed and/or submitted by prospective bidders with their proposal unless otherwise stated below.

### PROPOSAL FORM (Pages P.1 thru P.32)

**UNIT PRICE AMOUNTS, EXTENSION AMOUNTS, TOTAL BID AMOUNTS** (Pages P.2 thru P.3)

**ADDENDUM ACKNOWLEDGMENT** (Page P.5)

**ADDITIONAL INSURANCE CHARGE AMOUNT** (Page P.7)

**DBE UTILIZATION STATEMENT** (Page P.9)

**DBE LETTER OF INTENT** (For each DBE firm utilized.) (Page P.11)

*(If multiple sheets are needed make necessary copies and staple additional sheets into proposal booklet)*

*(If DBE firms are utilized, the Letter of Intent form does not have to be signed at time of the bid submittal, but the successful low bidder will be required to provide written confirmation, by providing letter of intent(s) signed by each DBE firm(s) utilized, from all participating DBE firms verifying their intent to participate in the project within the timeframe specified in the "Disadvantaged Business Enterprise" section of the FAA's current "Supplementary Provisions" provided in Article 2.*

**BIDDERS LIST COLLECTION FORM** (Page P.13)

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS** (Page P.15 thru P.16)

**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS** (Page P.17 thru P.18)

**BUY AMERICAN WAIVER REQUEST** (Page P.19)

*(If required, the low bidder agrees to prepare and submit to the Owner the B.A. waiver request form within the timeframe specified on the Buy American Certification form in the proposal.*

**FAA FORM 5100-136, BUY AMERICAN PROJECT/PRODUCT CONTENT PERCENTAGE CALCULATION - WORKSHEET** (Page P.23 thru P.27)

*(If required, the low bidder agrees to prepare and submit to the Owner the B.A. waiver request form within the timeframe specified on the Buy American Certification form in the proposal).*

**FAA FORM 5100-137, BUY AMERICAN PREFERENCES – FINAL ASSEMBLY QUESTIONNAIRE** (Page P.28)

*(If required, the low bidder agrees to prepare and submit to the Owner the B.A. waiver request form within the timeframe specified on the Buy American Certification form in the proposal).*

**BUY AMERICAN CONFORMANCE LISTING** (Page P.29)

Grant No.: 3-31-0009-024/025  
Benesch Proj. No.: 1125-700003.01

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# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

*(If required, the low bidder agrees to prepare and submit to the Owner the B.A. conformance listing within the timeframe specified on the Buy American Certification form in the proposal.*

**CERTIFICATE OF BIDDER REGARDING TAX DELIQUENCY AND FELONY CONVICTIONS**  
(Page P.31)

**SIGNATURE OF BIDDER** (Attach Evidence Of Authority To Sign, If Required) (Pages P.33, P.34 or P.35)

**OTHER**

**DBE GOOD FAITH EFFORT (GFE) DOCUMENTATION** (GFE Documentation Is Only Required If Minimum DBE Contract Goal Cannot Be Met)

**BID GUARANTY**

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

## PROPOSAL FORM Grant No.: 3-31-0009-024/025

**DO NOT DETACH ANY OF THESE PROPOSAL PAGES**  
SUBMIT ENTIRE BOUND OFFICIAL PROPSAL FORM BOOKLET

TO: **City of Beatrice**  
**C/O Benesch**  
**825 M Street, Suite 100**  
**Lincoln, NE 68508**

The undersigned, in compliance with the request for bids for construction of the following Project:

### **Construct T-Hangar/Taxilanes**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Contract Documents and Specifications, project drawings, and issued Addenda within the specified time of performance for the following prices on this proposal.

Sealed bids will be received by the Owner, the **City of Beatrice**, care of Benesch, at 825 M Street, Suite 100, Lincoln, Nebraska 68508 until **2:00 p.m.** local time, on **Thursday, March 27, 2025** and then publicly opened and read aloud, for furnishing all labor, materials and equipment, and performing all work necessary for completing the **Construct T-Hangar/Taxilanes, Grant No.: 3-31-0009-024/025.**

The undersigned understands that it is the intent of the Owner issue a Notice To Proceed (NTP) for construction to begin in the **2025** construction season. Furthermore, the undersigned understands that it is the intent of the Owner to award (assuming responsive and responsible bids are received) the project under a Federal Fiscal Year **2025** grant. Prior to the issuance of the formal NTP, a start date will be coordinated with the Contractor, with the intent to have all work completed in calendar year **2025.**

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

BEATRICE MUNICIPAL AIRPORT (BIE) - CONSTRUCT T-HANGAR/TAXILANES						
Item No.	Item No.	Item Description	Approx. Quant.	Unit	Bid Price	Amount
<b>BID SECTION 1 - GENERAL ITEMS</b>						
1-1	B-101-5.1	Airport Safety Measures	1	L.S.	\$ 45,000.00	\$ 45,000.00
1-2	B-102-4.1	Construction Staking	1	L.S.	\$ 23,650.00	\$ 23,650.00
1-3	C-100-14.1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 25,000.00	\$ 25,000.00
1-4	C-102-5.1a	Temporary Seeding	2.1	AC.	\$ 550.00	\$ 1,155.00
1-5	C-102-5.1b	Installation, Maintenance, & Removal Of Straw Wattles	540	L.F.	\$ 5.90	\$ 3,186.00
1-6	C-102-5.1c	Installation, Maintenance, & Removal Of Silt Fence	580	L.F.	\$ 4.25	\$ 2,465.00
1-7	C-102-5.1d	Installation, Maintenance, & Removal Of Inlet Protection	7	EA.	\$ 315.00	\$ 2,205.00
1-8	C-105-6.1	Site Preparation & Mobilization (N.T.E. 10%)	1	L.S.	\$ 71,000.00	\$ 71,000.00
1-9	P-501-8.4	Concrete Mix Design	1	L.S.	\$ 29,350.00	\$ 29,350.00
1-10	T-901-5.1	Seeding	2.1	AC.	\$ 2,350.00	\$ 4,935.00
1-11	T-905-5.1	Topsoil (Furnished From Off Site, 4 Inches)	1,080	C.Y.	\$ 50.00	\$ 54,000.00
1-12	T-908-5.1	Mulching	2.1	AC.	\$ 3,025.00	\$ 6,352.50
<b>TOTAL BID SECTION 1 - GENERAL ITEMS (ITEMS 1-1 THRU 1-12)</b>						<b>\$ 268,298.50</b>

<b>BID SECTION 2 - 10-UNIT T-HANGAR, APPROACHES, AND TAXILANES CONSTRUCTION</b>						
2-1	B-103-4.1	Aggregate Base Course (6 Inches)	4,290	S.Y.	\$ 14.30	\$ 61,347.00
2-2	B-104-2.1	10-Place Nestad T-Hangar (231' Long x 61' Wide, With 41'-6" x 12' Clear Opening Bi-Fold Doors)	1	L.S.	\$ 1,115,000.00	\$ 1,115,000.00
2-3	P-152-4.1	Unclassified Excavation	12,391	C.Y.	\$ 5.09	\$ 63,070.19
2-4	P-152-4.2	Borrow Embankment (In Place)	1,866	C.Y.	\$ 20.80	\$ 38,812.80
2-5	P-501-8.1	Concrete Pavement (4 Inches)	68	S.Y.	\$ 90.00	\$ 6,120.00
2-6	P-501-8.2	Concrete Pavement (6 Inches)	3,503	S.Y.	\$ 73.50	\$ 257,470.50
2-7	P-501-8.3	Concrete Pavement (8 Inches)	268	S.Y.	\$ 76.65	\$ 19,775.70
2-8	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	511	S.F.	\$ 12.05	\$ 6,157.55
2-9	P-620-5.2	Pavement Marking (Black), Without Reflective Media	752	S.F.	\$ 11.00	\$ 8,272.00
2-10	D-701-5.1	18 Inch RCP, Class V	772	L.F.	\$ 74.25	\$ 57,321.00
2-11	D-701-5.2	18 Inch RC Collar	1	EA.	\$ 1,800.00	\$ 1,800.00
2-12	D-751-5.1	Inlet	5	EA.	\$ 7,250.00	\$ 36,250.00
<b>TOTAL BID SECTION 2 - 10-UNIT T-HANGAR, APPROACHES, AND TAXILANES CONSTRUCTION (ITEMS 2-1 THRU 2-12)</b>						<b>\$ 1,671,396.74</b>

<b>BID SECTION 3 - TAXILANE RECONSTRUCTION</b>						
3-1	B-103-4.1	Aggregate Base Course (6 Inches)	684	S.Y.	\$ 14.45	\$ 9,883.80
3-2	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	524	S.Y.	\$ 8.40	\$ 4,401.60
3-3	P-152-4.1	Unclassified Excavation	377	C.Y.	\$ 5.25	\$ 1,979.25
3-4	P-152-4.2	Borrow Embankment (In Place)	222	C.Y.	\$ 21.10	\$ 4,684.20
3-5	P-501-8.2	Concrete Pavement (6 Inches)	645	S.Y.	\$ 73.50	\$ 47,407.50
3-6	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	118	S.F.	\$ 12.50	\$ 1,450.00
3-7	P-620-5.2	Pavement Marking (Black), Without Reflective Media	231	S.F.	\$ 11.35	\$ 2,621.85
<b>TOTAL BID SECTION 3 - TAXILANE RECONSTRUCTION (ITEMS 3-1 THRU 3-7)</b>						<b>\$ 72,428.20</b>

Grant No.: 3-31-0009-024/025  
Benesch Proj. No.: 1125-700003.01

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

BEATRICE MUNICIPAL AIRPORT (BIE) - CONSTRUCT T-HANGAR/TAXILANES						
Item No.	Item No.	Item Description	Approx. Quant.	Unit	Bid Price	Amount
<b>BID SECTION 4 - HANGAR APPROACHES RECONSTRUCTION</b>						
4-1	B-103-4.1	Aggregate Base Course (6 Inches)	1,581	S.Y.	\$ 14.35	\$ 22,687.35
4-2	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	831	S.Y.	\$ 8.30	\$ 6,897.30
4-3	P-152-4.1	Unclassified Excavation	913	C.Y.	\$ 5.15	\$ 4,701.95
4-4	P-152-4.2	Borrow Embankment (In Place)	527	C.Y.	\$ 10.70	\$ 5,638.90
4-5	P-501-8.2	Concrete Pavement (6 Inches)	1,528	S.Y.	\$ 73.50	\$ 112,308.00
4-6	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	146	S.F.	\$ 12.50	\$ 1,825.00
<b>TOTAL BID SECTION 4 - HANGAR APPROACHES RECONSTRUCTION (ITEMS 4-1 THRU 4-6)</b>						<b>\$ 154,058.50</b>

<b>BID SECTION 5 - TAXILANES REHABILITATION</b>						
5-1	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	457	S.Y.	\$ 8.35	\$ 3,815.95
5-2	P-152-4.3	Remove and Replace Unsuitable Material	100	C.Y.	\$ 9.00	\$ 900.00
5-3	P-501-8.2	Concrete Pavement (6 Inches)	448	S.Y.	\$ 73.50	\$ 32,928.00
5-4	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	589	S.F.	\$ 12.25	\$ 7,215.25
5-5	P-620-5.2	Pavement Marking (Black), Without Reflective Media	1,178	S.F.	\$ 11.00	\$ 12,958.00
<b>TOTAL BID SECTION 5 - TAXILANES REHABILITATION (ITEMS 5-1 THRU 5-5)</b>						<b>\$ 57,817.20</b>

<b>BID SECTION 6 - HANGAR APPROACHES REHABILITATION</b>						
6-1	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	268	S.Y.	\$ 9.00	\$ 2,412.00
6-2	P-152-4.3	Remove and Replace Unsuitable Material	100	C.Y.	\$ 9.00	\$ 900.00
6-3	P-501-8.2	Concrete Pavement (6 Inches)	213	S.Y.	\$ 73.50	\$ 15,655.50
<b>TOTAL BID SECTION 6 - HANGAR APPROACHES REHABILITATION (ITEMS 6-1 THRU 6-3)</b>						<b>\$ 18,967.50</b>

(ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6)	\$ 2,166,181.94
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(ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6 + 5-1 THRU 5-5)	\$ 2,223,999.14
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(ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6 + 5-1 THRU 5-5 + 6-1 THRU 6-3)	\$ 2,242,966.64
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## ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the following documents:
  - Requests For Bids/Invitation For Bids (Newspaper Advertisement) (Article 1)
  - Notice-to-Bidders (Article 1)
  - Instructions-to-Bidders (Article 1)
  - This Proposal Form (including DBE and Buy American Forms (Article 1)
  - Any Authorized Addenda Issued (Article 1)
  - Form of Contract and Performance/Payment Bonds (Article 1)

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

- Supplementary Provisions (Article 2 – Federal Provisions)
- Davis Bacon Wage Rates (Article 3)
- FAA General Contract Provisions (Article 4)
- Benesch Generated Specifications (Article 5)
- FAA Standard Specifications (Appendix 1)
- Construction Safety and Phasing Plan (CSPP) (Appendix 2)
- Sample Contractor Safety Plan Compliance Document (SPCD) (Appendix 3)
- FAA AC 150/5370-2G (Operational Safety On Airports During Construction Dated 12/13/2017 (Appendix 4)
- Nationwide Buy American Waivers Issued (Appendix 5)
- Airport Lighting Equipment Certification Program (ALECP) Approved List – AC 150/5345-53D (Current Listing)(Appendix 6)
- Contractor Shop Drawing Cover Page (Appendix 7)
- Geotechnical Report Boring Logs (Appendix 8)
- Plan Drawings
- Any Other Document Incorporated In Whole Or In Part By Reference.

The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful BIDDER.

- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of **5% of the Total Bid**.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **ninety (90) calendar days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract and furthermore provide executed payment and performance bonds within the timeframes specified in the instructions-to-bidders. The undersigned acknowledges and accepts that refusal or failure to accept the award and execute a contract and bonds within the terms and conditions established herein will result in forfeiture of the bid guaranty to the Owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice-to-Proceed" as issued by the OWNER. The undersigned agrees to complete work within the contract time allowances as specified in the Notice-To-Bidders from the commencement date specified in the Notice-To-Proceed(s).
- h. The undersigned acknowledges and accepts that failure to complete each Element within the respective specified calendar day allowance, the Contractor shall pay the non-penal sum prescribed in the Notice-To-Bidders (NTB) as liquidated damage to the Owner.
- i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged Business Enterprise goal of **3.33 percent** for this project. The BIDDER acknowledges and accepts the requirement to apply and document good faith efforts, as defined in Appendix A, 49 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the OWNER'S established goal. The BIDDER, in complying with this requirement, proposes participation by Disadvantaged Business Enterprises as stated on the forms, "Utilization Statement" and "Letter of Intent".
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to pay prevailing wages for each classification and

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

type of worker as established in the attached wage rate determination as issued by the United States Department of Labor. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project.

- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
  - 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
  - 2. Has 50 or more employees.
  - 3. Is a prime contractor or first tier subcontractor.
  - 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.
- l. Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.
  - Actions constituting evidence of good faith efforts are described in Appendix A of 49 CFR Part 26.
- m. The bidder must specifically agree not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
- n. The undersigned agrees to comply with all current and applicable Federal, State, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- o. The undersigned acknowledges that the project is subject to the FAA's current Federal Provisions as provided in Article 2 "Supplementary Provisions". The undersigned furthermore hereby certifies that they, and their subcontractors, comply with the Federal Provisions as incorporated herein.
- p. The undersigned states that they are complying with and will continue to comply with fair labor standards, as defined in Neb.Rev.Stat. § 73-104, (reissue 2016), in the pursuit of their business and in the execution of the contract pursuant to this bid.
- q. The undersigned acknowledges receipt of the following addenda:

Addendum Number:	<u>  1  </u>	Addendum Date:	<u>  3-21-2025  </u>	Date Received:	<u>  3-21-2025  </u>
Addendum Number:	<u>          </u>	Addendum Date:	<u>                  </u>	Date Received:	<u>                  </u>
Addendum Number:	<u>          </u>	Addendum Date:	<u>                  </u>	Date Received:	<u>                  </u>
Addendum Number:	<u>          </u>	Addendum Date:	<u>                  </u>	Date Received:	<u>                  </u>

## REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

  
\_\_\_\_\_  
President

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

## CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

- b. **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**

The BIDDER, as a potential federally-assisted construction contractor, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

- c. **Trade Restriction Certification: (49 CFR Part 30)**

The Bidder, by submission of an offer certifies that it:

- 1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

- d. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: (49 CFR Part 29)**

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

e. **Certification Regarding Lobbying:** (49 CFR Part 20)

The Bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal. The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

f. **Buy American Certification:** (Title 49 U.S.C. Chapter 501)

As a condition of bid responsiveness, the bidder must state how it intends to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the Buy American certification attached herein. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid must submit the required forms (within the prescribed time) identified in the attached Buy American Certification.

g. **Additional Insurance Charge:**

If there is an additional charge for the insurance for naming **City of Beatrice, Nebraska** and the Engineer as additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the **City of Beatrice, Nebraska** and the Engineer as an additional insured per GP 70-21.

\$ N/A

## ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

1. Bid Guaranty;
2. Good Faith Efforts (if applicable).

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
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# OFFICIAL PROPOSAL FORM

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## DBE UTILIZATION STATEMENT Disadvantage Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.  
(Please check the appropriate box)

- The bidder/offeror is committed to a minimum of 3.33 % DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of 3.33 %, hereby commits to a minimum of \_\_\_\_\_% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Vogts Parga Construction, LLC  
Bidder's/Offeror's Firm Name

  
Signature

3-27-2025  
Date

*Note: In order to meet the minimum DBE contract goal % for all potential award options (if applicable), the Bidder should base their below DBE dollar participation on the Bidder's largest bid amount for the various award options.*

### DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$2,242,966.64 x 1.00 =	\$283,366.20	7.92 %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ 283,366.20	7.92 %
DBE Goal		\$ 74,690.79	3.33 %

\*If the total proposed DBE participation is less than the established DBE goal, you must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

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# OFFICIAL PROPOSAL FORM

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**DBE LETTER OF INTENT**  
**Disadvantaged Business Enterprise**  
*(This page shall be submitted for each DBE firm)*

**Bidder/Offer** Name: Vogts Parga Construction, LLC  
Address: 2350 Arrowhead Rd  
City: Moundridge State: KS Zip: 67107

**DBE Firm:** DBE Firm: Vogts Parga Construction, LLC  
Address: 2350 Arrowhead Rd  
City: Moundridge State: KS Zip: 67107

**DBE Contact Person:** Name: Rene Parga /President Phone: (316) 284-2801

**DBE Certification Agency:** NDOT Expiration Date: 5/16/2025

*Each DBE Firm shall submit evidence (such as a photocopy) of their certification status submitted with the Letter of Intent.*

**Classification:**  Prime Contractor  Subcontractor  Joint Venture  
 Manufacturer  Supplier

Work items to be performed by DBE	Description	Quantity	Total
2-5	Concrete Pavement 4"	68 SY	\$6,120.00
2-6	Concrete Pavement 6"	3,503 SY	\$257,470.50
2-7	Concrete Pavement 8"	258 SY	\$19,775.70

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 283,366.20 Percent of total contract: 7.92 %

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Rene Parga President  
(Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

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# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (B...),  
Construct T-Hangar/Taxilanes

## Bidder's List Collection Form

The following form is to be completed at the time of bids are received.

AIP Project No.: 3-31-0009-024/025  
Project Description: Construct T-Hangar/Taxilanes

Airport Name: Beatrice Municipal Airport (BIE)  
Airport Location: Beatrice, Nebraska

Note: § 26.11(c) requires Airport Sponsors to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.

### Prime Contractors and/or Subcontractors Bidding on the Project

Firm Name	Street Address	City	State	ZIP Code	DBE or Non-DBE Status	NAICS Code(s) of Employer SIC	Race of Majority Owner	Gender of Majority Owner	Age of Firm	Approx. Contract Dollar Value	Annual Gross Receipts
Vogts Parga Construction, LLC	2030 Arrowhead Rd	Neenah	KS	67107	DBE	237310	Latino	Male	16YRs		\$15,500,000.00
									1-4	\$2,166,181.94	
									1-5	\$2,223,999.14	
									1-6	\$2,242,966.64	
Plymouth Electric	211 E Main	Plymouth	KS	68424	Non-DBE	N/A	White	Male	46yrs	\$131,000.00	\$5,000,000.00
JEO Consulting Group, Inc.	837 N. Chestnut Street	Wahoo	NE	68066	Non-DBE	541370	N/A	N/A	88yrs	\$20,000.00	\$74,800.00
Nebraska Hydroseeding	Po Box 180	Gretna	NE	68028	Non-DBE				47yrs	\$19,000.00	\$5,166,439.35
JM Custom Builders	3087 Hachberry Rd	Clifton	KS	66937	Non-DBE	Building Erector	White	Male	8yrs	\$284,215.00	\$660,000.00

4-1-2025  
Date  
Vogts Parga Construction, LLC  
Company Name

*Rene Parga*  
Signature  
President  
Title

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Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

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# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

## CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – CONSTRUCTION PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- Only installing iron, steel and manufactured products produced in the United States;
  - Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- Certify that all construction materials used in the project are manufactured in the U.S.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
  - To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- Completed Content Percentage Worksheet and Final Assembly Questionnaire

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3-27-2025  
Date

  
Signature

Vogts Parga Construction, LLC  
Company Name

President / Owner  
Title

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

## CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE – EQUIPMENT/BUILDING PROJECTS

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

- a) Only installing iron, steel and manufactured products produced in the United States;
- b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
- c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To furnish U.S. domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
- b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
- c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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## Required Documentation

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

3-27-2025  
Date

  
Signature

Vogts Parga Construction, LLC  
Company Name

President / Owner  
Title

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Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

## BUY AMERICAN WAIVER REQUEST

Title 49 U.S.C Section 50101 (b)

### For Airfield Development Projects funded under the Airport Improvement Program

#### Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

- Section 50101(b)(3):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that 100 % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*
- Section 50101(b)(4):** Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

#### Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.

Vogts Parga Construction, LLC

3-27-2025

*Bidder's Firm Name*

*Date*



*Signature* President / Owner

#### Signature Instructions for Section 50101(b)(3) Waiver:

- "Equipment" in Section 50101 shall mean the following:
  - Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
  - Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
  - A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
  - Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage:  
[http://www.faa.gov/airports/aip/procurement/federal\\_contract\\_provisions/media/buy\\_american\\_waiver.xls](http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls)
- The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
- Components/subcomponents are the material and products composing the "equipment".
- The final assembly of the AIP-funded "equipment" must be within the USA (*Section 50101(b)(3)(B)*). Final assembly is the substantial transformation of the components and subcomponents into the end product.
- All steel used in the "Equipment" must be produced in the United States.
- The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
- The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

#### Instructions for Section 50101(b)(4) Waiver:

- The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

#### North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

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**FAA FORM 5100-136, BUY AMERICAN PROJECT/PRODUCT CONTENT PERCENTAGE CALCULATION – WORKSHEET**

**FAA FORM 5100-137, BUY AMERICAN PREFERENCES – FINAL ASSEMBLY QUESTIONNAIRE**

The FAA Form 5100-136 and 5100-137 are required to be completed if a Buy American Waiver Request is desired. Completed forms 5100-136 and 5100-137 may be submitted after the bid opening in accordance with the timeframe stated in the Supplementary Provisions located in *Article 2 "Supplementary Provisions"*.

These Forms may also be found on the FAA's website under the *Buy American Waivers* header:  
[https://www.faa.gov/airports/aip/buy\\_american/](https://www.faa.gov/airports/aip/buy_american/)

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# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
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**- CONFIDENTIAL -**  
**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**  
**FAA Buy American Preference Construction Project**  
**Content Percentage Worksheet**

### FAA Buy American Preference (including Buy American Build American) Compliance

Does this project include any iron, steel or any of the following construction materials, not 100% produced in the United States?

Yes     No

If "Yes," indicate the cost and percentage of the project below.

Steel (e.g., structural steel, rebar)	Cost:	Percentage:	%
Iron	Cost:	Percentage:	%
Non-ferrous metals	Cost:	Percentage:	%
Plastic and polymer-based products	Cost:	Percentage:	%
Glass (including optic glass)	Cost:	Percentage:	%
Lumber	Cost:	Percentage:	%
Drywall	Cost:	Percentage:	%

### Use of Non-Domestic Construction Materials Justification

Provide a description of your efforts to locate and secure a domestic source for those "construction materials" or final manufactured goods that are not 100% produced in the U.S., including use of the Manufacturing Extension Partnership (MEP) and market research.





# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

**- CONFIDENTIAL -**  
**NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT**

## Certification

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

**Signature:** Rene Parga

**Date:** 3-27-2025

**Name:** Rene Parga

**Title:** President / Owner

## FOR FAA USE ONLY

(Mark the appropriate Waiver Type & Scope)

### Applicable FAA Waiver Type

- Type I Public Interest (HQ Only)
- Type II Nonavailability (HQ Only)
- Type III More than 60% and Final Assembly within the U.S.
- Type IV Unreasonable Cost (Requires MEP/requires HQ coordination)
- BABA Iron, Steel, or Construction Material (requires justification) (Apply BABA Flag)

### Applicable FAA Waiver Scope

- Project Specific
- Nationwide – (General Applicability) (For HQ Only)

### Justifications

- Manufacturing Extension Partnership (MEP) Coordinated

**FAA Official's Signature:**

**End of FAA-Use Only Section**

FAA Form 5100-136 (6/2023) SUPERSEDES PREVIOUS EDITION

Grant No.: 3-31-0009-024/025

Benesch Proj. No.: 1125-700003.01

P.27

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

- CONFIDENTIAL -

NOT SUBJECT TO DISCLOSURE UNDER EXEMPTION # 4 OF THE FREEDOM OF INFORMATION ACT



U.S. Department of  
Transportation  
Federal Aviation  
Administration

OMB CONTROL NUMBER: 2120-0569  
EXPIRATION DATE: 6/30/202

## Buy American Preferences – Final Assembly Questionnaire

To assist the Federal Aviation Administration (FAA) in making the determination of whether final assembly of the product occurs in the United States, please complete and submit this questionnaire when requesting a Buy American Waiver under 49 USC § 50101(b)(3)(A).

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

FAA Eligible Item: \_\_\_\_\_ FAA Item Number (if applicable): \_\_\_\_\_

Address of Final Assembly Location: \_\_\_\_\_

1. Provide a description of the assembly process occurring at the specified final location in the United States.
  - a. Describe the final assembly process and its various operations.
  
  - b. How long does the final assembly process take to complete?
  
2. Provide a description of the resources used to conduct the assembly of the product at the specified location in the United States.
  - a. How many employees are involved in the final assembly process and what is the general skill level of those employees?
  
  - b. What type of equipment is used during the final assembly process?
  
  - c. What is a rough estimate of the associated cost to conduct final assembly of the product at the specified location in the United States?

The undersigned certifies that this information is true and accurate to the best of their knowledge. A false certification represents a violation of 18 U.S.C § 1001 and 49 U.S.C § 47126. Signatory has the burden of proof to establish compliance.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

FAA Form 5100-137 (8/20) SUPERSEDES PREVIOUS EDITION



# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

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# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

## CERTIFICATE OF BIDDER REGARDING TAX DELIQUENCY AND FELONY CONVICTIONS

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by **inserting a checkmark (✓)** in the space following the applicable response. The Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

### Certifications

- 1) The Contractor represents that it is ( ) / is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Contractor represents that it is ( ) / is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note


If an Contractor responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

3-27-2025  
Date  
Vogts Parga Construction, LLC  
Company Name

  
Signature  
President / Owner  
Title

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

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# OFFICIAL PROPOSAL FORM

Vogts Parga Construction Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

## SIGNATURE OF BIDDER

### IF AN INDIVIDUAL

Name: \_\_\_\_\_

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

*(Signature Of Individual)*

Doing Business As: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### IF A PARTNERSHIP

Partnership Name: \_\_\_\_\_

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

*(Authorized Signature)*

*(Attach Evidence Of Authority To Sign As A Partnership)*

Name And Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

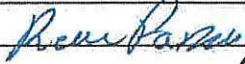
# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

Limited Liability Company

~~IF A CORPORATION~~

Corporation Name: Vogts Parga Construction, LLC

By:   
(Authorized Signature)

(Attach Evidence Of Authority To Sign)

Name And Title: Rene Parga, President

Email Address: Projectmanagement@vogtsparga.com

Business Address: 2350 Arrowhead Rd,  
Moundridge KS, 67107

Telephone Number: 316-284-2801

**CORPORATE  
SEAL**

ATTEST:

By:   
(Authorized Signature)

Name And Title: Chris Metcalf, Operations Manager

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

**IF A JOINT VENTURE: (Attach A Copy Of Joint Venture Agreement)**

Joint Venture Name: \_\_\_\_\_

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

*(Authorized Signature)*

*(Attach Evidence Of Authority To Sign)*

Name And Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Joint Venture Name: \_\_\_\_\_

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

*(Authorized Signature)*

*(Attach Evidence Of Authority To Sign)*

Name And Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

# OFFICIAL PROPOSAL FORM

Beatrice Municipal Airport (BIE)  
Construct T-Hangar/Taxilanes

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**OFFICIAL PROPOSAL FORM**

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OFFICIAL PROPOSAL FORM





THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Vogts-Parga Construction, LLC

2350 Arrowhead Road, Moundridge, KS 67107

as Principal, hereinafter called the Principal, and Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 800, Plymouth, MN 55441

a corporation duly organized under the laws of the State of NY

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Beatrice

3301 North 6th Street, Beatrice, NE 68310

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construct T-Hangar/Taxilanes, Grant No.: 3-31-0009-024/025.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of March, 2025

[Signature] (Witness)

Vogts-Parga Construction, LLC (Principal) (Seal)

By: [Signature] President (Title)

[Signature] Clara Navarro (Witness)

Atlantic Specialty Insurance Company (Surety) (Seal)

By: [Signature] Desiree E. Westmoreland, Attorney-in-fact (Title)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Alycia Marie Hoebener, Clara R. Navarro Abela, Desiree E. Westmoreland, Myriah A. Anderson, Todd Alan Rambo, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

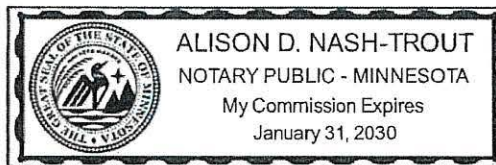
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Sarah A. Kolar*  
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 27th day of March, 2023

This Power of Attorney expires  
January 31, 2030



*Kara L.B. Barrow*  
Kara L.B. Barrow, Secretary

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska             }

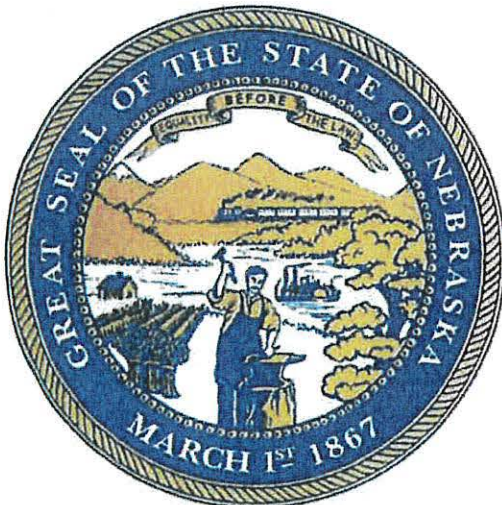
Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

**VOGTS-PARGA CONSTRUCTION, LLC**

**a Kansas limited liability company, filed an Application for Certificate of  
Authority in this office on April 24, 2024 and is hereby authorized  
to transact business in the state of Nebraska as of the date of this certificate.**

In Testimony Whereof,



I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of  
April 24, 2024

A handwritten signature in black ink that reads "Robert B. Evnen".

Secretary of State



April 5, 2024

Nebraska Department of Transportation  
1500 Nebraska Parkway  
Lincoln, NE 68502

RE: Vogts-Parga Construction, LLC  
Surety Bond Reference Letter

To Whom It May Concern:

It is our pleasure to provide you with a surety reference for Vogts-Parga Construction, LLC. Our agency manages the surety bond program for Vogts-Parga. We are proud of their outstanding reputations as individuals of high integrity, with a vast knowledge of the construction industry, producing a quality product, in a timely and cost-effective manner.

Vogts-Parga's bonding line of credit has been furnished by Intact Surety Group, writing bonds under the subsidiary Atlantic Specialty Insurance Company (Intact). Intact, under the subsidiary Atlantic Specialty Insurance Company has an A.M. Best rating of "A+ Superior" Stable outlook with a Financial Size Category of "XV" \$2 billion or greater. Intact's U.S. Treasury underwriting limit is \$80,858,000. Vogts-Parga has bonding capacity for single projects in the \$10 million range and aggregate bonding capacity in the \$25 million range. It should be noted that these ranges are not expressed limits. They are general working limits only and projects that fall outside of these parameters are considered on an individual basis.

Please note that pre-qualification and approval of bonds would be conditioned upon acceptable review of the contract terms, bond forms and financing for each project, as well as other pertinent underwriting information. This letter is being provided to you as a reference on behalf of our client. The arrangement for performance and payment bonds is a matter between Vogts-Parga and Intact Surety Group, and neither the surety nor IMA assumes any liability to you or third parties if for any reason bonds are not written.

The fact Vogts-Parga Construction, LLC has a strong surety credit line speaks well of their capabilities, professionalism, and their financial strength. For these reasons, we highly recommend Vogts-Parga Construction, LLC.

If you need any additional information please call me. My direct line is 316-266-6507.

Sincerely,

A handwritten signature in blue ink that reads "Todd Alan Rambo". The signature is fluid and cursive, written in a professional style.

Todd Alan Rambo, AFSB, CPCU  
Surety Account Executive

Risk Management, Insurance  
and Employee Benefits

Dallas | Denver | Kansas City | Wichita  
www.imacorp.com  
Protecting Assets. Making a Difference.<sup>SM</sup>  
IMA, Inc. dba IMA Insurance Services, CA Lic #0H64724

PO Box 2992  
Wichita, KS 67201  
Phone: 316-267-9221  
Phone: 800-284-9447  
Fax: 316-266-6254

Rene Parga — President  
Ricardo Parga — Vice President

**VOGTS**  
**VOGTS-PARGA CONSTRUCTION, LLC**  
**PARGA**

2350 Arrowhead Road  
Moundridge, KS 67107

Concrete & Drainage Specialists  
Heavy Civil General Contractor  
ProjectManagement@VogtsParga.com  
Phone: (316) 284-2801  
www.vogtsparga.com

---

January 3, 2025

Civil Rights Administrator  
Kansas Department of Transportation Office of  
Civil Rights Compliance  
700 SW Harrison Street, 3<sup>rd</sup> Floor West  
Topeka, KS 66603-3754

Dear Sir/Madam:

This letter is to advise you that the following company official has been appointed to serve as our EEO Officer. She/he will assure you that the VOGTS-PARGA CONSTRUCTION, LLC is in full compliance with Equal Employment Opportunity Requirements. She/he has full authority to carry out all required EEO-related duties.

Name:	ALLEN MURDOCK
Home:	2350 Arrowhead Road Moundridge, Kansas 67107
Home Telephone:	660-483-0712
Office Telephone:	316-284-2801

Sincerely,

  
Ricardo Parga, Vice President  
Vogts-Parga Construction, LLC

Rene Parga — President  
Ricardo Parga — Vice President



Concrete & Drainage Specialists  
Heavy Civil General Contractor  
ProjectManagement@VogtsParga.com  
Phone: (316) 284-2801  
www.vogtsparga.com

2350 Arrowhead Road  
Moundridge, KS 67107

January 3, 2025

## EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of VOGTS-PARGA CONSTRUCTION, LLC not to discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status.

VOGTS-PARGA CONSTRUCTION, LLC will take affirmative action to ensure that the EEO Policy is implemented, with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, training, termination, transfer, upgrade, and working conditions.

VOGTS-PARGA CONSTRUCTION, LLC will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is company policy, and all employment decisions are based on individual merit only.

All current employees of VOGTS-PARGA CONSTRUCTION, LLC are requested to encourage qualified disabled persons, minorities, special disabled veterans, and Vietnam Era veterans to apply for employment, on the job training or for union accommodations for qualified disabled individuals.

It is the policy of VOGTS-PARGA CONSTRUCTION, LLC that all company activities, facilities, and job sites are nonsegregated. Separate or single-user toilet and changing facilities are provided to assure privacy.

It is the policy of VOGTS-PARGA CONSTRUCTION, LLC to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the company EEO Officer.

EEO Officer: ALLEN MURDOCK

Address: 2350 Arrowhead Road, Moundridge, KS 67107

Telephone: 660-483-0712

Ricardo Parga, Vice President  
Vogts-Parga Construction, LLC

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

5/16/2024

Rene Parga  
Vogts-Parga Construction LLC  
2350 Arrowhead Road  
Moundridge, KS 67107

RE: DBE Certification of Vogts-Parga Construction LLC

Dear Mr. Parga:

The Nebraska Department of Transportation (NDOT), as the certifying member of the Nebraska Unified Certification Program (NUCP), has certified Vogts-Parga Construction LLC as a Disadvantaged Business Enterprise (DBE) in the State of Nebraska under *Federal Code of Regulations Title 49, Subtitle A, Part 26* (49 CFR Part 26).

The firm has been added to the official NUCP directory of certified DBE firms. The directory can be found on the NDOT website at <http://dot.nebraska.gov/business-center/civil-rights/>. The firm's inclusion in this official directory stands as evidence of its DBE status in Nebraska. Those seeking confirmation may reference the directory as posted online or request confirmation from the NDOT Highway Civil Rights Office (HCRO) directly.

The firm's DBE certification is approved and effective as of May 16, 2024, and is granted for the following North American Industry Classification System (NAICS) codified work areas:

- 237310 – Highway, Street, and Bridge Construction

As a certified DBE in Nebraska, you must inform the NDOT HCRO in writing by sworn affidavit within thirty (30) days of any change in circumstance affecting the firm's ability to meet size, disadvantaged status, ownership, control or other requirements of the DBE program, or of any material change to the information that was provided in the firm's DBE application.

In addition, every year within the 30 days prior to the anniversary date of the firm's certification in Nebraska, you must submit to the HCRO a completed Annual Affidavit of No Change form that has been signed and sworn to before a person who is authorized by law to administer oaths. This affidavit must affirm there has been no change in circumstance affecting the firm's ability to meet the eligibility requirements of the DBE program nor any material change in the information that was provided in the firm's DBE application. The *Annual Affidavit of No Change* form can be found at <http://dot.nebraska.gov/business-center/civil-rights/>.

Vicci Kramer, Director  
Department of Transportation

MAILING ADDRESS	PHYSICAL ADDRESS	PHONE 402-471-4567
PO Box 94759	1500 Nebraska Parkway	EMAIL NDOT.ContactUs@nebraska.gov
Lincoln, NE 68509-4759	Lincoln, NE 68502	

[dot.nebraska.gov](http://dot.nebraska.gov)

DBE Certification of Vogts-Parga Construction LLC  
5/16/2024  
Page 2

If there are any questions regarding this letter or the firm's certification, please contact the NDOT Highway Civil Rights Office.

Sincerely,

**Cassandra Barber**

*Civil Rights Specialist*

**Nebraska Department of Transportation**

402-479-4531

[cassandra.barber@nebraska.gov](mailto:cassandra.barber@nebraska.gov)

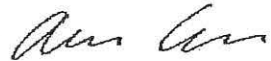
PREQUALIFICATION RATING NOTICE  
(CONFIDENTIAL)

VOGTS-PARGA CONSTRUCTION LLC (Vendor No: E127)  
2350 ARROWHEAD ROAD  
MOUNDRIDGE, KS 67107-7418

Subject to the conditions prescribed in Nebraska State Statute 39-1351 and § 102.01 of the 2017 Standard Specifications for Highway Construction, VOGTS-PARGA CONSTRUCTION LLC is pre-qualified for the classes of work below:

<b>Group Number</b>	<b>Work Class Description</b>
3	CONCRETE PAVEMENT
4	CULVERTS
8	MISCELLANEOUS
Maximum Qualification Rating:	\$25,000,000
Certificate of Surety	May 03, 2024
Date of Expiration:	August 03, 2025

This qualification rating is based on statements which are confidential, as prescribed in Section 39-1352, R.R.S. 1943. For that reason, your qualification rating is confidential and will not be made public by this Department.



Abbie Elder  
Highway Contracts Supervisor  
Contract Lettings Section  
Construction Division

Date Processed: May 22, 2024

Vicki Kramer, Director  
**Department of Transportation**

MAILING ADDRESS  
PO Box 94759  
Lincoln, NE 68509-4759

PHYSICAL ADDRESS  
1500 Nebraska Parkway  
Lincoln, NE 68502

PHONE 402-471-4567  
EMAIL [NDOT.ContactUs@nebraska.gov](mailto:NDOT.ContactUs@nebraska.gov)

[dot.nebraska.gov](http://dot.nebraska.gov)

NEBRASKA DEPARTMENT OF LABOR  
PO BOX 94600  
LINCOLN NE 68509-4600

Employer Registration Validated

**Vogts-Parga Construction, Llc**  
2350 Arrowhead Rd  
Moundridge, KS 67107-7418

This message is to notify you that your registration information has been validated by NEworks. You now have account access to manage your unemployment insurance tax and benefits information.



**VOGTS PARGA CONSTRUCTION**  
Listed and Nebraska Certified DBE Registry

▼ Civil Rights - NDOT    x Alpha\_Certified\_DBEs - Report    x +

← → ↻ 🏠 📄 ndorpubreports.nebraska.gov/ReportServer/Pages/ReportViewer.aspx?%2fConstruction\_Systems%2fPreConstruction%2fAlpha\_Cer

🗄️ ▼ Vogts-Parga - Concr...    G Google    📱 FndMobile    🖨️ FndAdmin    ⌵ KDOT AASHTOWARE    📄 Log AASHTOWare P...    📁 VP Payroll    📁 VP Office    📁

Primary SED Designation  ▼

⏪ < 2 of 2 > ⏩ ↻ 100% 📄 🖨️ Find | Next

**VOGTS-PARGA CONSTRUCTION LLC**

2350 ARROWHEAD ROAD  
MOUNDRIDGE, KS 67107-7418  
PARGA, RENE  
PHONE: (316)284-2801 FAX: (316)284-0613  
[mail@vogtsparga.com](mailto:mail@vogtsparga.com)  
3127  
NAICS WORK CODES:  
237310 - Highway, Street, and Bridge Construction - Concrete, Steel  
DBE

**v/c Thompson Company (dba VTC)**

3751 New York Ave Ste 140  
Arlington, TX 76014-4404  
Christine H. Norton  
Robin E. Baughman  
PHONE: (817)557-5600 FAX:  
[rlaibert@vtc.us.com](mailto:rlaibert@vtc.us.com)  
<http://www.vtc.us.com/>  
3B39  
NAICS WORK CODES:  
541330 - Engineering Services - Engineering design services  
541512 - Computer Systems Design Services - Computer-aided design (CAD) systems integration design services  
238290 - Other Building Equipment Contractors - Conveyor system installation  
541715 - Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology) - Development of airport security and screening systems.  
488119 - Other Airport Operations - Airport baggage handling and screening services  
DBE

**MAHOO CONCRETE PRODUCTS, CO.**

1505 N HWY 77, PO BOX 143  
MAHOO, NE 68066  
Susan Rae Beaman  
PHONE: (402)443-4626 FAX: (402)443-4999  
[susan@mahooconcrete.com](mailto:susan@mahooconcrete.com)  
3565  
NAICS WORK CODES:  
327320 - Ready-Mix Concrete Manufacturing -  
327331 - Concrete Block and Brick Manufacturing -  
DBE

**BEATRICE MUNICIPAL AIRPORT (BIE)  
BEATRICE, NE**

**Construct T-Hangar/Taxilanes  
(GRANT NO.: 3-31-0009-024/025)**

# **PLAN HOLDER LIST**



AIRPORT NAME:	Beatrice Municipal Airport (BIE)
ASSOCIATED CITY, STATE:	Beatrice, NE
PROJECT NAME:	Construct T-Hangars & Taxilanes
Date Printed:	3/26/2025

Date of Bid Opening:	Thursday, March 27, 2025
Time of Bid Opening:	2:00 PM
Benesch Job Number:	1125-700003.02
AIP No.:	3-32-0009-024/025

Plans & Specifications to

Contractor	Address	City	State	Zip	Phone #	Fax #	View Plans/Specs	Official Proposal Form		Addendum 01		Addendum 02		Addendum 03		Email Address
								Received "Yes"	Date Sent	Confirmed "Yes"	Date	Confirmed "Yes"	Date	Confirmed "Yes"	Date	
Beatrice Municipal Airport (Dennis Schmitt)	3301 N 6th Street / P.O. Box 277	Beatrice	NE	68310	402-223-5349		Yes									<a href="mailto:dschmitt@beatrice.ne.gov">dschmitt@beatrice.ne.gov</a>
FAA	901 Locust St., ACE-600, Room 364	Kansas City	MO	64106	816-329-2630	816-329-2610	Yes									<a href="mailto:Steve.Whitton@faa.gov">Steve.Whitton@faa.gov</a>
Lincoln Builders Bureau	5910 S. 58th St. Suite C	Lincoln	NE	68516	402-421-8332	402-421-8334	Yes			Yes	3/21/2025					<a href="mailto:info@buildersbureau.com">info@buildersbureau.com</a>
Omaha Builders Exchange	4159 S 94th St	Omaha	NE	68127	402-991-6906	402-884-7055	Yes									<a href="mailto:lisa.shockey@omahaplannerroom.com">lisa.shockey@omahaplannerroom.com</a>
Dodge Reports (McGraw Hill)	830 3rd Avenue, 6th floor	New York	NY	10022	800-393-6343	402-496-7410	Yes									<a href="mailto:support@construction.com">support@construction.com</a> ; <a href="mailto:dodge.docs@construction.com">dodge.docs@construction.com</a>
ConstructConnect	3825 Edwards Road, Ste. 800	Cincinnati	OH	45209	323-602-5079		Yes									<a href="mailto:Desirree.Sibala@ConstructConnect.com">Desirree.Sibala@ConstructConnect.com</a>
VanKirk Bros Contracting					402-430-3431	402-773-5480	Yes									<a href="mailto:sragoss@vkbros.net">sragoss@vkbros.net</a>
MTZ Construction		Lincoln	NE		402-440-9230		Yes									<a href="mailto:jordan.mtzlc@moaill.com">jordan.mtzlc@moaill.com</a>
Screed Tech	3002 Industrial Ave	Fairbury	NE	68352	402-768-1067		Yes	Yes	3/3/2025	Yes	3/21/2025					<a href="mailto:screedtech.niki@gmail.com">screedtech.niki@gmail.com</a>
CL Nebraska	2700 Fletcher Ave	Lincoln	NE	68504			Yes	Yes	3/6/2025							<a href="mailto:rtnek@clnebraska.com">rtnek@clnebraska.com</a> ; <a href="mailto:lernifer@clnebraska.com">lernifer@clnebraska.com</a>
Lobato Construction					720-951-2944		Yes									<a href="mailto:lthmeier@lobatoconstruction.com">lthmeier@lobatoconstruction.com</a>
PLJ Construction							Yes									<a href="mailto:fdarter@pljteam.com">fdarter@pljteam.com</a>
Midland Door Solutions	14685 Rodina Street	Springfield	NE	68059	701-277-8836		Yes			Yes	3/21/2025					<a href="mailto:philipmalthias@midlanddoorsolutions.com">philipmalthias@midlanddoorsolutions.com</a> ; <a href="mailto:jason@midlanddoorsolutions.com">jason@midlanddoorsolutions.com</a> ; <a href="mailto:chrissg@midlanddoorsolutions.com">chrissg@midlanddoorsolutions.com</a> ; <a href="mailto:rob@midlanddoorsolutions.com">rob@midlanddoorsolutions.com</a>
Vogts Construction Company	709 N Main Street	Newton	KS	67114	316-282-2400		Yes	Yes	3/7/2025							<a href="mailto:olivia@vogtsconstruction.com">olivia@vogtsconstruction.com</a> ; <a href="mailto:cody@vogtsconstruction.com">cody@vogtsconstruction.com</a>
Lovci Construction & Fabrication	4605 Valley View Drive	Columbus	NE	68601	402-276-0026		Yes									<a href="mailto:chris@lovciconstruction.com">chris@lovciconstruction.com</a>
Caspers Construction	800 South 10th St	Beatrice	NE	68310	402-228-1905		Yes									<a href="mailto:deanne@caspersconstruction.com">deanne@caspersconstruction.com</a>
Erect-A-Tube Inc.	PO Box 100 700 W. Park St	Harvard	IL	60033-0100	815-943-4091		Yes			Yes	3/21/2025					<a href="mailto:mstephens@erect-a-tube.com">mstephens@erect-a-tube.com</a> ; <a href="mailto:dwhitaker@erect-a-tube.com">dwhitaker@erect-a-tube.com</a> ; <a href="mailto:twilson@erect-a-tube.com">twilson@erect-a-tube.com</a>
R&M Steel Company					208-454-1800		Yes									<a href="mailto:projectmanagement@rmsteel.com">projectmanagement@rmsteel.com</a>
Vogts-Parga Construction	2350 Arrowhead Rd	Moundridge	KS	67107	316-284-2801		Yes	Yes	3/20/2025							<a href="mailto:miguel@vogtsparqa.com">miguel@vogtsparqa.com</a> ; <a href="mailto:rene@vogtsparqa.com">rene@vogtsparqa.com</a> ; <a href="mailto:projectmanagement@vogtsparqa.com">projectmanagement@vogtsparqa.com</a> ; <a href="mailto:axel@vogtsparqa.com">axel@vogtsparqa.com</a>
Doernemann Construction					402-892-3244		Yes									<a href="mailto:jeremy@doernemannconstruction.com">jeremy@doernemannconstruction.com</a>
Midwest Infrastructure Inc	5320 N 148th	Lincoln	NE	68527	402-844-0117		Yes									<a href="mailto:rhamilton@midwesti.com">rhamilton@midwesti.com</a>
Fulfab Inc	1525 Whipple Ave SW	Canton	OH	44710	330-477-7211		Yes									<a href="mailto:zachary@fulfab.com">zachary@fulfab.com</a>
Constructors Inc	1815 Y St	Lincoln	NE	68508	402-434-1711		Yes	Yes	3/20/2025							<a href="mailto:erica@constructorslincoln.com">erica@constructorslincoln.com</a>
Lottman Concrete Construction, Inc	12015 Hwy #6	Waverly	NE	68462	402-587-9049		Yes	Yes	3/24/2025	Yes	3/24/2025					<a href="mailto:randy@lccinc.net">randy@lccinc.net</a>

ADDENDUMS DATE ADDENDUM MAILED  
 Addendum No. 1 3-21-2025

(146)

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

**WHEREAS**, as a result of the March 3 through March 5, 2025 storm event, the City of Beatrice, Nebraska (“City”) aided Omaha Public Power District (“OPPD”) with certain repairs to infrastructure damaged in the storm event; and

**WHEREAS**, the City and OPPD desire to enter into an Agreement to reimburse the City for labor and material costs related to the services provided by the City to OPPD.

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

**SECTION 1.** That the Mayor and Finance Director are hereby authorized to execute the Master Service Agreement between the City of Beatrice, Nebraska, and Omaha Public Power District, to reimburse the City for labor and material costs related to the services provided by the City to OPPD for repairs to infrastructure damaged in the March 3 through March 5, 2025 storm event. A copy of said Agreement marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

Exhibit "A"



OPPDP

Contract ID 00296414  
Contract Release  
Execution Date 3/26/25  
Printed 4/1/25

### Contract

**Mail or Email Invoice To:**

ACCOUNTS PAYABLE  
ENERGY PLAZA 4E/EP-5  
444 S. 16TH ST. MALL  
OMAHA NE 68102  
accountspayable@oppd.com

**Vendor:**

BEATRICE BOARD OF PUBLIC WORKS  
400 ELLA ST  
BEATRICE NE 68310

**Please Direct Inquiries To:**

SHAWN M MOORE  
Title CONTRACT SPECIALIST  
Phone/Alternate Phone:  
531-226-3706

**Work Location:**

**Title**

BEATRICE MUTUAL AID 3/5/25 SYSTEM DISTURBANCE

**Contract Value**

<b>Contract Type</b>	BOTH MATERIALS AND SERVICES	<b>Start Date</b>	3/11/25
<b>Project</b>		<b>End Date</b>	12/31/25

**Signatures**

<b>Vendor Authorized Signature</b>		<b>Authorized Signature</b>	
Hannah Bell Finance Director			
<b>Printed Name/Title</b>		<b>Printed Name/Title</b>	
<b>Date Signed</b>	<b>Phone</b>	<b>Date Signed</b>	<b>Phone</b>

Each party to this agreement agrees to use electronic signatures; and be subject to the provisions of the U.S. E-SIGN Act (i.e the Electronic Signatures in Global and National Commerce act (ESIGN Pub. L. 106-229 14 Stat. 464 enacted June 30 2000 15 u.s.c ch.96)

**Scope:** To process payment to Beatrice Board of Public Works for Storm Restoration support provided to OPPD for a system disturbance around the 3/3/2025 - 3/5/2025 storm event.

OPPD's FEMA Master Service Agreement (MSA) to include all required Terms & Conditions necessary to ensure eligibility for reimbursement for FEMA funding following declared FEMA disaster events. The Terms & Conditions of this MSA\* shall govern Contract 296414.

\*FEMA MSA from Beatrice Board of Public Works Contract 290709 to govern Contract 296414



**INVOICE**

**BOARD OF PUBLIC WORKS**

400 Ella Street; P.O. Box 279

Beatrice NE 68310

Phone: (402) 228-5211 Fax:

Date	Number	Page
03/11/2025	11574	1

**Bill To:** Omaha Public Power District  
444 S 16th Street Mall  
Omaha NE 68102-2247

**Customer No.** 450

Contact:

Terms: Net 30

**Balance Due** 6,056.00

Quantity	Description	Unit Price	Net Amount
	March 2025 Storm Repair		
52.00	Labor - 4 Man Crew	66.01	3,432.70
9.70	Aerial Truck Hours Unit 18	94.62	917.81
8.70	Service Bucket Truck Hours Unit 26	39.66	345.04
8.70	Digger Derrick Truck Hours Unit 88	109.05	948.74
1.00	Reimbursement Fuel Tickets-Sapp Bros Humbolt	213.76	213.76
1.00	Reimbursement Meal Tickets	197.95	197.95

Make Checks Payable to - Board of Public Works

Past Due Balances are subject to a 1% penalty per month.

This account may be assigned to a Collection Agency if not paid within 30 days.

Thank You.

<b>Amount</b>	6,056.00
<b>Freight</b>	
<b>Balance Due</b>	<u><u>6,056.00</u></u>

Beatrice Board of Public Works

Job Actual Costs Report - by Job Number  
Report Dates: 02/01/2025 - 03/31/2025

Page: 1  
Mar 11, 2025 10:47AM

Report Criteria:

Includes open and closed jobs  
Job.Job number = "ESO2171-0000"

Job Number:	ESO2171-0000	Start Date:	03/05/2025	Date:	Approved Budget:	.00	
Description:	OPPD Storm	Authorized By:	Pat Feist	Date:	Total Costs:	<u>6,056.00</u>	
Detailed Description:	OPPD Storm work Tecumseh	Issued By:	Jean VanLaningham	Date:	03/05/2025	Remaining Budget:	<u>6,056.00-</u>
Department:	Electric	Preliminary Close By:		Date:			
Default GL Account:	141610	Re-opened By:		Date:			
Job Type:	Other	Final Close By:		Date:			
Customer Name:							
Customer Type:							
Tax District:							
Map Number:							
Location:							

Summary Costs

Type	Units	Amount
Direct Charge	2.00	411.71
Indirect Overhead	.00	.00
Labor	52.00	2,572.50
Labor Benefits	.00	860.20
Labor Overhead	.00	.00
Labor/benefits	.00	.00
Labor/benefit Overhead	.00	.00
Equipment	27.10	2,211.59
Equipment Overhead	.00	.00
Materials	.00	.00
Materials Overhead	.00	.00
Contribution	.00	.00
<b>Total Costs</b>		<b>6,056.00</b>
Customer Charge		.00
Advance		.00
<b>Job Balance</b>		<b>6,056.00</b>

\$ 3432.70

(151)

Detail Costs

Date	Reference Number	Type	Description	Amount	Units	Source	GL Adjustment Offset Account
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Direct charge

Date	Reference Number	Type	Description	Amount	Units	Source	GL Adjustment Offset Account
03/05/2025	1	Direct charge	FUEL TICKETS SAPP BROS HUMBOLT	213.76	2.00		141510
03/05/2025	2	Direct charge	MEAL TICKETS FOR 4 MEN	197.95	.00		141610
Total: Direct charge				<u>411.71</u>	<u>2.00</u>		

Equipment

03/05/2025	1	Equipment	Equipment Costs - VEH1018-0000 - Perio	917.81	9.70	Timekeeping Update	141611
03/05/2025	2	Equipment	Equipment Costs - VEH1026-0000 - Perio	345.04	8.70	Timekeeping Update	141611
03/05/2025	3	Equipment	Equipment Costs - VEH1088-0000 - Perio	948.74	8.70	Timekeeping Update	141611
Total: Equipment				<u>2,211.59</u>	<u>27.10</u>		

*Aerial Service Bucket Draggob*

Labor

03/05/2025	1	Labor	Labor Hours - Regular - Period: 3/7/2025	.00	7.00	Timekeeping Update	141610
03/05/2025	2	Labor	Labor Hours - Overtime - Period: 3/7/2025	.00	6.00	Timekeeping Update	141610
03/05/2025	3	Labor	Labor Hours - Regular - Period: 3/7/2025	.00	7.00	Timekeeping Update	141610
03/05/2025	4	Labor	Labor Hours - Overtime - Period: 3/7/2025	.00	6.00	Timekeeping Update	141610
03/05/2025	5	Labor	Labor Hours - Regular - Period: 3/7/2025	.00	7.00	Timekeeping Update	141610
03/05/2025	6	Labor	Labor Hours - Overtime - Period: 3/7/2025	.00	6.00	Timekeeping Update	141610
03/05/2025	7	Labor	Labor Hours - Regular - Period: 3/7/2025	.00	7.00	Timekeeping Update	141610
03/05/2025	8	Labor	Labor Hours - Overtime - Period: 3/7/2025	.00	6.00	Timekeeping Update	141610
03/07/2025	85	Labor	Labor Costs - Schaaf, Mark A - Period: 3/	1.81	.00	Payroll Update	141610
03/07/2025	86	Labor	Labor Costs - Schaaf, Mark A - Period: 3/	410.04	.00	Payroll Update	141610
03/07/2025	87	Labor	Labor Costs - Schaaf, Mark A - Period: 3/	318.92	.00	Payroll Update	141610
03/07/2025	88	Labor	Labor Costs - Freitag, Forest D - Period:	310.24	.00	Payroll Update	141610
03/07/2025	89	Labor	Labor Costs - Freitag, Forest D - Period:	1.52	.00	Payroll Update	141610
03/07/2025	90	Labor	Labor Costs - Freitag, Forest D - Period:	398.88	.00	Payroll Update	141610
03/07/2025	91	Labor	Labor Costs - Buss, Bryce C - Period: 3/7/	267.75	.00	Payroll Update	141610
03/07/2025	92	Labor	Labor Costs - Buss, Bryce C - Period: 3/7/	344.25	.00	Payroll Update	141610
03/07/2025	93	Labor	Labor Costs - Buss, Bryce C - Period: 3/7/	1.34	.00	Payroll Update	141610
03/07/2025	94	Labor	Labor Costs - Metz, Cody W - Period: 3/7/	226.03	.00	Payroll Update	141610
03/07/2025	95	Labor	Labor Costs - Metz, Cody W - Period: 3/7/	1.11	.00	Payroll Update	141610
03/07/2025	96	Labor	Labor Costs - Metz, Cody W - Period: 3/7/	290.61	.00	Payroll Update	141610
Total: Labor				<u>2,572.50</u>	<u>52.00</u>		

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Date	Reference Number	Type	Description	Amount	Units	Source	GL Adjustment Offset Account
<b>Labor benefits</b>							
03/07/2025	106	Labor benefits	Benefits - Schaaf, Mark A - Period: 3/7/20	14.09	.00	Payroll Update	917800
03/07/2025	107	Labor benefits	Benefits - Schaaf, Mark A - Period: 3/7/20	19.24	.00	Payroll Update	192601
03/07/2025	108	Labor benefits	Benefits - Schaaf, Mark A - Period: 3/7/20	152.59	.00	Payroll Update	917600
03/07/2025	109	Labor benefits	Benefits - Schaaf, Mark A - Period: 3/7/20	10.17	.00	Payroll Update	192610
03/07/2025	110	Labor benefits	Benefits - Schaaf, Mark A - Period: 3/7/20	43.50	.00	Payroll Update	192610
03/07/2025	111	Labor benefits	Benefits - Freitag, Forest D - Period: 3/7/2	18.71	.00	Payroll Update	192601
03/07/2025	112	Labor benefits	Benefits - Freitag, Forest D - Period: 3/7/2	41.64	.00	Payroll Update	192610
03/07/2025	113	Labor benefits	Benefits - Freitag, Forest D - Period: 3/7/2	203.73	.00	Payroll Update	917600
03/07/2025	114	Labor benefits	Benefits - Freitag, Forest D - Period: 3/7/2	13.70	.00	Payroll Update	917800
03/07/2025	115	Labor benefits	Benefits - Freitag, Forest D - Period: 3/7/2	9.74	.00	Payroll Update	192610
03/07/2025	116	Labor benefits	Benefits - Buss, Bryce C - Period: 3/7/202	11.83	.00	Payroll Update	917800
03/07/2025	117	Labor benefits	Benefits - Buss, Bryce C - Period: 3/7/202	8.76	.00	Payroll Update	192610
03/07/2025	118	Labor benefits	Benefits - Buss, Bryce C - Period: 3/7/202	37.45	.00	Payroll Update	192610
03/07/2025	119	Labor benefits	Benefits - Buss, Bryce C - Period: 3/7/202	134.75	.00	Payroll Update	917600
03/07/2025	120	Labor benefits	Benefits - Buss, Bryce C - Period: 3/7/202	16.15	.00	Payroll Update	192601
03/07/2025	121	Labor benefits	Benefits - Metz, Cody W - Period: 3/7/202	7.51	.00	Payroll Update	192610
03/07/2025	122	Labor benefits	Benefits - Metz, Cody W - Period: 3/7/202	9.98	.00	Payroll Update	917800
03/07/2025	123	Labor benefits	Benefits - Metz, Cody W - Period: 3/7/202	32.10	.00	Payroll Update	192610
03/07/2025	124	Labor benefits	Benefits - Metz, Cody W - Period: 3/7/202	60.93	.00	Payroll Update	917600
03/07/2025	125	Labor benefits	Benefits - Metz, Cody W - Period: 3/7/202	13.63	.00	Payroll Update	192601
<b>Total: Labor benefits</b>				<u>860.20</u>	<u>.00</u>		

(153)

Grand Total

Type	Units	Amount
Direct Charge	2.00	411.71
Indirect Overhead	.00	.00
Labor	52.00	2,572.50
Labor Benefits	.00	860.20
Labor Overhead	.00	.00
Labor/benefits	.00	.00
Labor/benefit Overhead	.00	.00
Equipment	27.10	2,211.59
Equipment Overhead	.00	.00
Materials	.00	.00
Materials Overhead	.00	.00
Contribution	.00	.00
Total Costs		6,056.00
Customer Charge		.00
Advance		.00
Job Balance		6,056.00

(154)

Report Criteria:

Includes open and closed jobs  
Job.Job number = "ESO2171-0000"

MICHAEL J'S  
831 WEST COURT  
Beatrice, NE 68310  
(402) 230-3065

CC Sale

BRIC: 07AM8GPKKY2M3YN0K3D  
Batch #: 0096 Item 0030  
03/05/25 20:20:54  
APPR CODE: 005346  
Visa EMV  
\*\*\*\*\*8534

Amount \$129.47  
Tip 20  
Total 149.47

APPROVED  
VISA CREDIT  
AID: A0000000031010  
TVR: 8080008000  
TSI: 6800

CUSTOMER COPY

ORDER LEFT TO RIGHT CLOCKWISE

SERVER ① ② ③ ④ ⑤ ⑥ ⑦ ⑧

Server	Table	Guests	Date
		TSCK	233422

APPT - SOUP/SAL - ENTREE - VEG/POT - DESSERT - BEV

1		Ribeye MK	28.95
2	②	Baked	
3	②	SS	
4			
5		Ribeye MK	28.95
6		Baked	
7	②	SS	
8			
9		Ribeye MK	28.95
10		Sidewinders	
11	②	SS	
12			
13		Ribeye R	28.95
14	②	Baked	
15	②	Coffee SS Tea Milk	

Thank You!	Food	
	Beverage	
	Subtotal	
	Tax	
	Total	

Date	Amount	Guests
		233422

Guest Receipt

ESD 2171

DQ@ Grill & Chill@  
795 North 13th Street  
Tecumseh, Nebraska 68450  
Phone 402-921-2568

3/5/2025  
Order Id: AAD4QMTGAEAJ  
60 - Eat In  
Employee: Cutter

11:47:57 AM

60

- 1 DBL BACKYARD BACON RANCH COMBO \$10.39
- LG BEVERAGE \$0.30
- LG FRY \$0.70
- 1 CHZ DELUXE TRPL COMBO \$10.39
- MD BEVERAGE \$0.00
- REG FRY \$0.00
- 1 DBL BACKYARD BACON RANCH COMBO \$10.39
- LG BEVERAGE \$0.30
- LG FRY \$0.70
- 1 FISH SANDWICH COMBO \$6.49
- LG BEVERAGE \$0.30
- LG FRY \$0.70
- 1 SM BLIZZARD BANANA SPLIT \$5.29
- \$0.00

Sub Total \$45.95  
Sales Tax \$2.53  
Order Total \$48.48

Visa AUTHORIZED AMOUNT \$48.48  
Card#: \*\*\*\*\*8534 \$48.48  
Authorization: 005321

Merchant	Transaction date	Posted date	Cardholder	Card	Status	File a dispute	Amount	
MICHAEL'S Miscellaneous Stores	Mar 5, 2025		Electric Department	..8534	Pending		\$ 129.47	View
SAPP BROS HUMBOLDT Automobile and Vehicles	Mar 5, 2025		Electric Department	..8534	Pending		\$ 125.00	View
SAPP BROS HUMBOLDT Automobile and Vehicles	Mar 5, 2025		Electric Department	..8534	Pending		\$ 68.76	View
DAIRY QUEEN #71352 Miscellaneous Stores	Mar 5, 2025		Electric Department	..8534	Pending		\$ 48.48	View
	Mar 4, 2025		<del>Electric Department</del>	..8534	Pending		<del>\$ 12.70</del>	View
	Mar 4, 2025	Mar 4, 2025	<del>Electric Department</del>	..8534	Posted		<del>\$ 12.70</del>	View

ESD 2191  
AP

Sapp Bros Humboldt  
1142 Grand Ave  
Humboldt NE 68376

1 - 6 of 6 First Previous Next Last

3/05/25 03:26:35 PM  
(156)  
SEQUENCE: 98873  
visa  
XXXXXXXXXXXX8534  
AUTH# : 005427  
TERM# : 4465

Pump: 2  
Premium Diesel #2  
Price: \$3.149/Gal  
Quantity Gal: 39.695  
Amount: \$125.00

APPROVED 005427

We Appreciate Your Business!

2191 4151

2nd Fuel Ticket  
Did not print out  
at station

## NOTICE OF HEARING

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 7:00 p.m. on Monday, April 7, 2025 in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the acquisition of real property from Hoppe & Son, LLC, a Nebraska limited liability company, legally described as follows: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014419000.

Erin Saathoff, CMC, City Clerk

March 28, 2025



# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: March 19, 2025

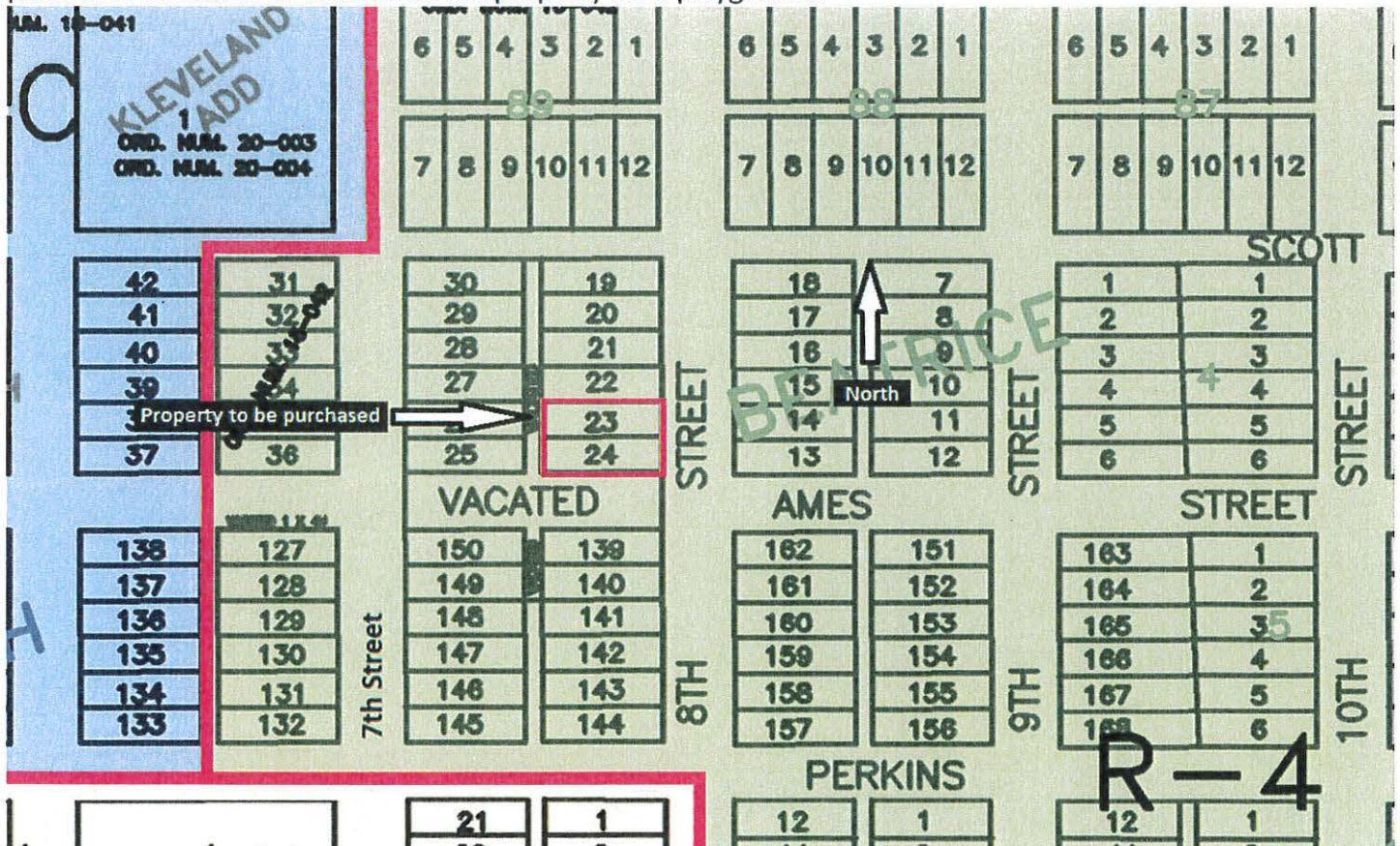
FROM: Taylor Rivera  
City Attorney

FOR AGENDA OF: April 7, 2025

SUBJECT: Purchase of Lots 23 & 24 - Stoddard

EXHIBIT(S): Contract

The City has received grant funding for the construction of playgrounds from the Rural Community Recovery Program from the Nebraska Department of Economic Development ("NDED"). NDED has approved the construction of a playground at the Stoddard Elementary School Site, which was sold to Hoppe & Son, LLC. NDED requires the City to place Restrictive Covenants on each property where playground equipment is to be constructed. Hoppe & Son, LLC has agreed to sell two (2) lots to the City for \$1.00, which will allow the City to place the Restrictive Covenants on the property for a playground.



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

**WHEREAS**, Hoppe & Son, LLC, a Nebraska limited liability company, owns certain real property legally described as:

All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to acquire said property; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

**SECTION 1.** That the Mayor, City Clerk, and City Attorney be and are authorized to sign the Contract for Sale of Real Estate and any and all necessary documents to acquire of the above-described real estate from Hoppe & Son, LLC, in exchange for One Dollar (\$1.00). A copy of said Contract for Sale of Real Estate is attached hereto as Exhibit "A" and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract for Sale of Real Estate or the Contract for Sale of Real Estate shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Beatrice, Nebraska, a Nebraska municipal corporation, hereinafter referred to as "Buyer", and Hoppe & Son, LLC, a Nebraska limited liability company, hereinafter referred to as "Seller";

WITNESSETH:

**WHEREAS**, Seller is the owner of the real estate hereinafter described, which real estate Buyer desires to purchase, and the parties have reached an agreement with respect to the terms and conditions of the sale of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. LEGAL DESCRIPTION:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska,

subject to easements and restrictions of record, herein "the Premises".

**2. EASEMENT.** The parties further agree that Buyer shall provide an access easement, to, from, and across the Premises, as may be necessary, for purposes of ensuring Buyer receives award points from the Nebraska Investment Finance Authority for purposes of maximizing and ensuring the issuance of the award and the success of the broader project between Buyer and Seller.

**3. PURCHASE PRICE:** The purchase price shall be One Dollar (\$1.00) payable as follows:

\$1.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

**4. IMPROVEMENTS:** This is an unimproved tract, with no improvements.

**5. RISK OF LOSS:** Seller shall bear all risks including but not limited to liability on said property until the time of closing.

**6. TAXES AND ASSESSMENTS:** Real estate taxes for 2025 and all future years shall be paid by Buyer

**7. POSSESSION:** Buyer shall be entitled to full possession at the time of Closing.

**8. MARKETABLE TITLE:** Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record. Seller shall furnish unto Buyer a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Seller, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Seller at or prior to closing. Seller and Buyer shall split the cost of title insurance.

**9. EXCISE TAX/FILING FEES:** No documentary stamp tax shall be levied upon the filing of said Deed. Buyer shall pay all filing fees associated with the filing of the Warranty Deed.

**10. ESCROW:** The Seller will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Buyer.

**11. ESCROW AGENT:** Seller and Buyer hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:

(a) to receive and execute a copy of this agreement, the deed from the Seller to the Buyer, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.

(b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.

(c) to deliver the deed to the Buyer at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive all payments from Buyer to Seller under this agreement, and receive any funds required with the obligation of Seller herein.

(e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to collect a closing fee of \$0.00, which shall be paid by Buyer.

(g) to remit unto Seller all sums to Seller, after deducting any sums required to be paid as set forth herein.

**12. CLOSING:** The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 on or before 10:00 a.m. Central Standard Time ("CST") on May 31, 2025. At the time of closing, Seller shall deliver to Buyer the Warranty Deed and Real Estate Transfer Statement in exchange for the payment of the balance of the purchase price due from Buyer to Seller in the form of a Cashier's Check or Cash.

**13. WAIVER:** A waiver by the Seller of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

**14. DEFAULT:** Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Buyer shall fail to complete the payment of the purchase price as hereinabove set forth or fail to keep any of the other requirements to be kept

by Buyer, then Seller may declare default.

**15. NOTICES:** Notices to Seller shall be sent to Hoppe & Son, LLC, Attn: Jacob F. Hoppe, PO Box 6036, Lincoln, NE, 68506.

Notice to Buyer shall be sent to c/o Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

**16. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA):** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

**17. BINDING EFFECT:** This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

**18. MISCELLANEOUS:** The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

**19. INTEREST:** It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Buyer to Seller.

**20. WARRANTIES AND REPRESENTATIONS:** Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.

**21. SURVIVAL OF CONTRACT:** Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Seller.

**22. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**23. ENTIRE AGREEMENT:** It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Sale of Real Estate.





# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: March 19, 2025

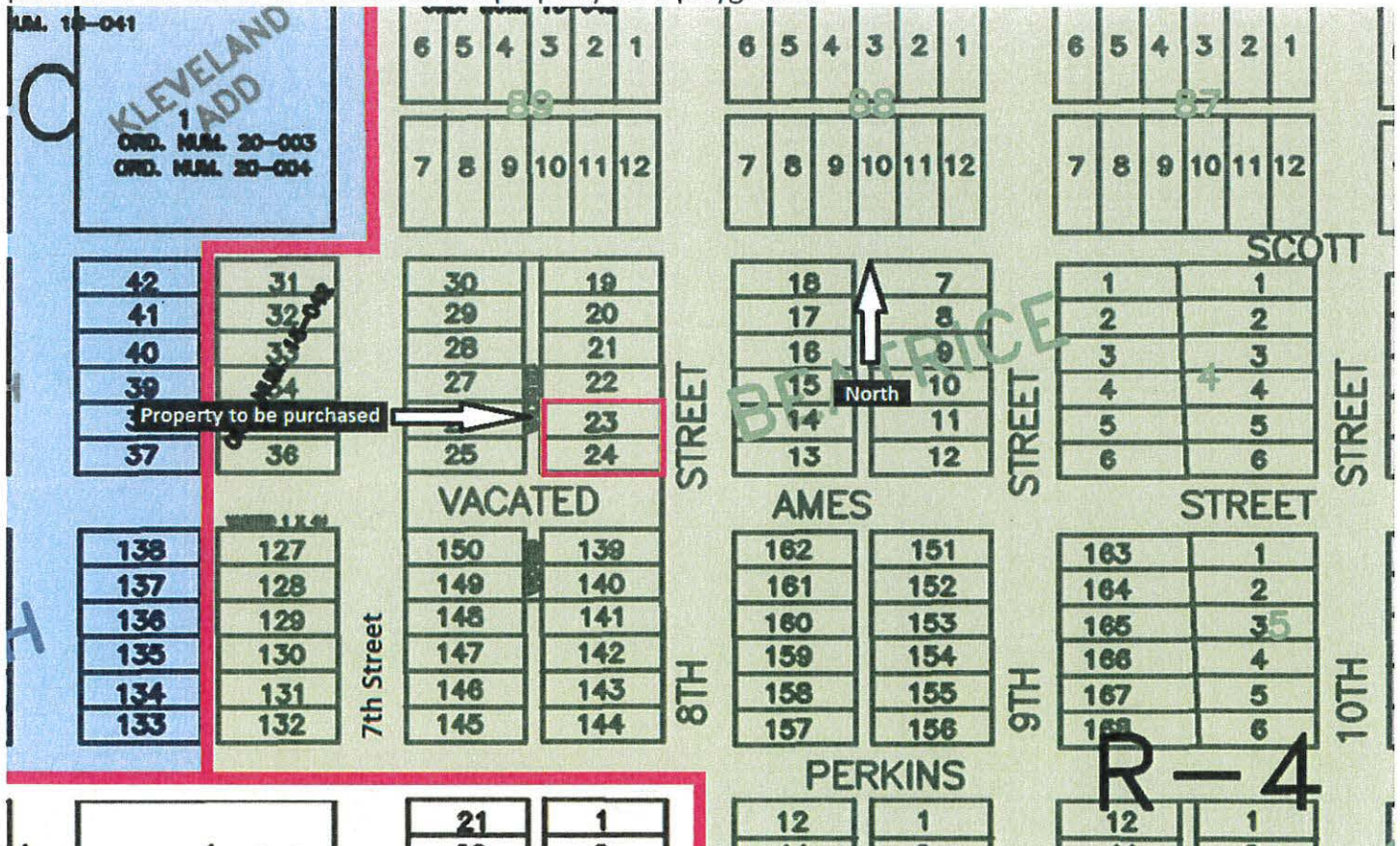
FROM: Taylor Rivera  
City Attorney

FOR AGENDA OF: April 7, 2025

SUBJECT: Purchase of Lots 23 & 24 - Stoddard

EXHIBIT(S): Contract

The City has received grant funding for the construction of playgrounds from the Rural Community Recovery Program from the Nebraska Department of Economic Development (“NDED”). NDED has approved the construction of a playground at the Stoddard Elementary School Site, which was sold to Hoppe & Son, LLC. NDED requires the City to place Restrictive Covenants on each property where playground equipment is to be constructed. Hoppe & Son, LLC has agreed to sell two (2) lots to the City for \$1.00, which will allow the City to place the Restrictive Covenants on the property for a playground.



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

**WHEREAS**, Hoppe & Son, LLC, a Nebraska limited liability company, owns certain real property legally described as:

All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to acquire said property; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

**SECTION 1.** That the Mayor, City Clerk, and City Attorney be and are authorized to sign the Contract for Sale of Real Estate and any and all necessary documents to acquire of the above-described real estate from Hoppe & Son, LLC, in exchange for One Dollar (\$1.00). A copy of said Contract for Sale of Real Estate is attached hereto as Exhibit "A" and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract for Sale of Real Estate or the Contract for Sale of Real Estate shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Beatrice, Nebraska, a Nebraska municipal corporation, hereinafter referred to as "Buyer", and Hoppe & Son, LLC, a Nebraska limited liability company, hereinafter referred to as "Seller";

WITNESSETH:

**WHEREAS**, Seller is the owner of the real estate hereinafter described, which real estate Buyer desires to purchase, and the parties have reached an agreement with respect to the terms and conditions of the sale of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. LEGAL DESCRIPTION:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska,

subject to easements and restrictions of record, herein "the Premises".

**2. EASEMENT.** The parties further agree that Buyer shall provide an access easement, to, from, and across the Premises, as may be necessary, for purposes of ensuring Buyer receives award points from the Nebraska Investment Finance Authority for purposes of maximizing and ensuring the issuance of the award and the success of the broader project between Buyer and Seller.

**3. PURCHASE PRICE:** The purchase price shall be One Dollar (\$1.00) payable as follows:

\$1.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

**4. IMPROVEMENTS:** This is an unimproved tract, with no improvements.

**5. RISK OF LOSS:** Seller shall bear all risks including but not limited to liability on said property until the time of closing.

**6. TAXES AND ASSESSMENTS:** Real estate taxes for 2025 and all future years shall be paid by Buyer

**7. POSSESSION:** Buyer shall be entitled to full possession at the time of Closing.

**8. MARKETABLE TITLE:** Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record. Seller shall furnish unto Buyer a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Seller, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Seller at or prior to closing. Seller and Buyer shall split the cost of title insurance.

**9. EXCISE TAX/FILING FEES:** No documentary stamp tax shall be levied upon the filing of said Deed. Buyer shall pay all filing fees associated with the filing of the Warranty Deed.

**10. ESCROW:** The Seller will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Buyer.

**11. ESCROW AGENT:** Seller and Buyer hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:

(a) to receive and execute a copy of this agreement, the deed from the Seller to the Buyer, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.

(b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.

(c) to deliver the deed to the Buyer at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive all payments from Buyer to Seller under this agreement, and receive any funds required with the obligation of Seller herein.

(e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to collect a closing fee of \$0.00, which shall be paid by Buyer.

(g) to remit unto Seller all sums to Seller, after deducting any sums required to be paid as set forth herein.

**12. CLOSING:** The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 on or before 10:00 a.m. Central Standard Time ("CST") on May 31, 2025. At the time of closing, Seller shall deliver to Buyer the Warranty Deed and Real Estate Transfer Statement in exchange for the payment of the balance of the purchase price due from Buyer to Seller in the form of a Cashier's Check or Cash.

**13. WAIVER:** A waiver by the Seller of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

**14. DEFAULT:** Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Buyer shall fail to complete the payment of the purchase price as hereinabove set forth or fail to keep any of the other requirements to be kept

by Buyer, then Seller may declare default.

**15. NOTICES:** Notices to Seller shall be sent to Hoppe & Son, LLC, Attn: Jacob F. Hoppe, PO Box 6036, Lincoln, NE, 68506.

Notice to Buyer shall be sent to c/o Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

**16. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA):** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

**17. BINDING EFFECT:** This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

**18. MISCELLANEOUS:** The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

**19. INTEREST:** It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Buyer to Seller.

**20. WARRANTIES AND REPRESENTATIONS:** Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.

**21. SURVIVAL OF CONTRACT:** Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Seller.

**22. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**23. ENTIRE AGREEMENT:** It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Sale of Real Estate.



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

**WHEREAS**, the City of Beatrice and Hanna:Keelan Associates, P.C., desire to enter into an agreement for professional services to conduct a blight/substandard determination study and general redevelopment plan.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the agreement with Hanna:Keelan Associates, P.C., for professional services to conduct a blight/substandard determination study and general redevelopment plan. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

Exhibit "A"  
**AGREEMENT**

**City of Beatrice, Nebraska  
Redevelopment Area #13  
(See Map, Page 2)**

**Between  
CITY OF BEATRICE, NEBRASKA  
&  
HANNA:KEELAN ASSOCIATES  
Lincoln, Nebraska**

**402.464.5383 (o) 402.464.5856 (f)**

**Tim Keelan [tkeelan@hannakeelan.com](mailto:tkeelan@hannakeelan.com) Keith Carl [kcarl@hannakeelan.com](mailto:kcarl@hannakeelan.com)**

**Step 1: Conduct Blight/Substandard Determination Study, as per  
Nebraska State Law, Four Substandard and 12 Blighted  
Criteria. (See Scope of Work, Page 3)**

**Step 2: Conduct General Redevelopment Plan, as per Nebraska  
State Law Criteria. (See Scope of Work, Page 4)**

**Total Cost\* and Time Line:**

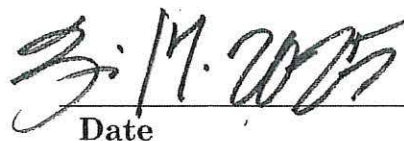
**Cost: \$9,500. (Payment within 15 days of delivery).**

**Time Line: 55 Days. (Start Date, 3.20.25)**

**\*All Costs Are Fixed Fees,  
Includes the Cost of Services and all Related Expenses.**

**The City of Beatrice, Nebraska will be provided an Electronic Copy,  
CD-PDF of the completed Blight/Substandard Determination Study &  
General Redevelopment Plan.**

  
\_\_\_\_\_  
Hanna:Keelan Associates

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Beatrice, Nebraska

\_\_\_\_\_  
Date



# Scope of Work

## NEBRASKA COMMUNITY DEVELOPMENT LAW

### A. BLIGHT & SUBSTANDARD DETERMINATION STUDY

#### SUBSTANDARD FACTORS

1. Dilapidated/deterioration;\*
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation, or open spaces;
4. Existence of conditions which endanger life or property by fire and other causes.

#### BLIGHT FACTORS

1. A substantial number of deteriorated or deteriorating structures;\*
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment exceeding the fair value of land;
8. Defective or unusual condition of title\*\*;
9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Other environmental and blighting factors;
12. One of the other five conditions.

\* Conduct exterior and not interior inspections of all buildings.

\*\* Not Reviewed.

## B. GENERAL REDEVELOPMENT PLAN

1. The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein;
2. A land-use plan showing proposed uses of the area;
3. Information showing the standards of population densities, land coverage and building intensities in the area after redevelopment;
4. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances;
5. A site plan of the area;
6. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, this Redevelopment Plan will address other considerations, including:

“...whether the proposed land uses and building requirements in the redevelopment project area designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the provision of adequate transportation; water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.”

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

**WHEREAS**, the City of Beatrice, Nebraska was awarded a Community Development Block Grant (CDBG) to implement Owner Occupied Housing Rehab Project #21-HO-36035; and

**WHEREAS**, Eric Hudson and Pamela Hudson, husband and wife received a loan in the amount of twenty-four thousand nine hundred ninety-nine dollars (\$24,999.00) for improvements to their house pursuant to said program (the "Loan"); and

**WHEREAS**, to secure the Loan, Eric Hudson and Pamela Hudson executed a Deed of Trust dated December 18, 2024 and recorded on February 11, 2025 as Instrument No. 2025-430 in the Gage County Register of Deeds Office; and

**WHEREAS**, after the Deed of Trust to secure the Loan was recorded, Eric Hudson and Pamela Hudson received a loan from Liberty First Credit Union (the "Liberty First Loan"); and

**WHEREAS**, to secure the Liberty First Loan, Eric Hudson and Pamela Hudson executed a Deed of Trust dated February 14, 2025 and recorded on March 6, 2025 as Instrument No. 2025-650 in the Gage County Register of Deeds Office; and

**WHEREAS**, Liberty First Credit Union has requested that the City subordinate the City's security interests to the Liberty First Loan; and

**WHEREAS**, the Mayor and City Council desire to execute a Subordination Agreement to subordinate its security interests to the Liberty First Loan.

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

**SECTION 1.** That the Mayor and the City Clerk be authorized to execute a Subordination Agreement, attached hereto as Exhibit "A", and incorporated by this reference, to subordinate

the security interests of the City to the Liberty First Credit Union, and to execute all documents in accordance with the provisions of the same as outlined herein.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

---

Return to:  
City of Beatrice  
Taylor Rivera  
400 Ella Street  
Beatrice, NE 68310

### SUBORDINATION AGREEMENT

This Subordination Agreement is made and done this \_\_\_\_ day of April, 2025, by the City of Beatrice, a Municipal Corporation, regarding the following described real estate:

South Half of Lot Three (3), all of Lot Four (4), and the North Half of Lot Five (5),  
Block Two (2), Smith Brothers Addition to the City of Beatrice, Gage County  
Nebraska.

At the direction of Eric Hudson and Pamela Hudson, husband and wife, for good and valuable consideration, receipt of which is hereby acknowledged, the City of Beatrice, hereby subordinates its interest in the above described real estate evidenced by a Deed of Trust from Eric Hudson and Pamela Hudson to the City of Beatrice, Beneficiary, in the amount of \$24,999.00 dated December 18, 2024, and recorded on February 11, 2025, and recorded as Instrument #2025-430 in the Register of Deeds of Gage County, Nebraska.

The undersigned hereby acknowledges that the interest of the City of Beatrice, as described above is hereby made junior, inferior and subject to the interest of Liberty First Credit Union in an amount not to exceed \$70,000.00.

April \_\_\_\_, 2025

Attest:

CITY OF BEATRICE, NEBRASKA  
A Municipal Corporation,

---

Erin Saathoff, CMC, City Clerk

---

Robert Morgan, Mayor

STATE OF NEBRASKA        )  
  )ss:  
COUNTY OF GAGE         )

The foregoing Subordination Agreement was acknowledged before me this \_\_\_\_ day of April, 2025, by Robert Morgan, Mayor and authorized signatory on behalf of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

\_\_\_\_\_  
Notary Public

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

**WHEREAS**, in February 2020, Gage Area Growth Enterprise (“NGage”) commissioned the *Gage County & Communities, Nebraska County-Wide Housing Study* (“Study”); and

**WHEREAS**, the Study emphasized the need for workforce and affordable housing, and outlined strategies for the development of workforce and affordable housing in the City of Beatrice, Nebraska and in Gage County; and

**WHEREAS**, the City of Beatrice, Nebraska (“City”) desires to adopt a Concerted Community Revitalization Plan to outline goals, implementation methods, potential funding sources, partnerships, and planning initiatives for the development, rehabilitation, and preservation of housing in the City of Beatrice.

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

**SECTION 1.** That City of Beatrice Concerted Revitalization Plan is hereby adopted. A copy of said Concerted Revitalization Plan, marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

Exhibit "A"



**BEATRICE**  
CITY • BOARD OF PUBLIC WORKS

**CITY HALL**

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

**SERVICE CENTER**

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

**City of Beatrice  
Concerted Community Revitalization Plan  
Qualified Census Tracts 9649 & 9651**

• **Background & Need**

This Concerted Community Revitalization Plan outlines goals, implementation methods, potential funding sources and partnerships and planning initiatives for the development, rehabilitation, and preservation of housing in the City of Beatrice.

Gage Area Growth Enterprise ("NGage") commissioned the *Gage County & Communities, Nebraska County-Wide Housing Study* ("Study") in order to strategize and develop solutions to the housing needs in Beatrice and Gage County. The Study targets the development of one hundred seventy-eight new housing units, focusing on low-to-moderate-income families, the elderly, and special-needs populations; and includes place-based development, organizational programs, and housing preservation programs.

Completed in February 2020, the Study was authored by Hanna:Keelan Associates with funding assistance from the Nebraska Investment Finance Authority ("NIFA"). The Study was a proactive attempt to strategize and develop solutions to address the housing needs of Gage County and the City of Beatrice, and to facilitate additional affordable housing. The report emphasizes the need for workforce and affordable housing as well as outlines strategies for the development of workforce and affordable housing, and focuses on affordability and accessibility. The Study cites the following:

- "The City of Beatrice has the greatest demand for new construction and housing rehabilitation activities in Gage County. An estimated 178 units, including 94 owner and 84 rental units should be targeted in Beatrice, at an estimated budget of \$43 million. Of the 178 housing units, an estimated 32 units should be targeted for Downtown Beatrice, consisting of 10 owner and 22 rental housing units." (pg. 4.5)
- "An estimated 94 housing units, consisting of 56 owner and 38 rental units should be targeted for the workforce population in Beatrice." (pg. 4.13)
- "Housing development and redevelopment activities in Beatrice should first focus on the infill of vacant land within the Corporate Limits. This will allow new development to take advantage of existing infrastructure, including water, sewer and electrical utilities. Large tracts of land exist where housing development on a large scale, including townhomes, duplexes, triplexes and apartments could take place. Single lots in developed neighborhoods would be best suited for single family homes. NGage should continue to work in conjunction with the City of Beatrice in identifying suitable lots throughout the Community to be targeted for infill housing development." (pg. 4.16)

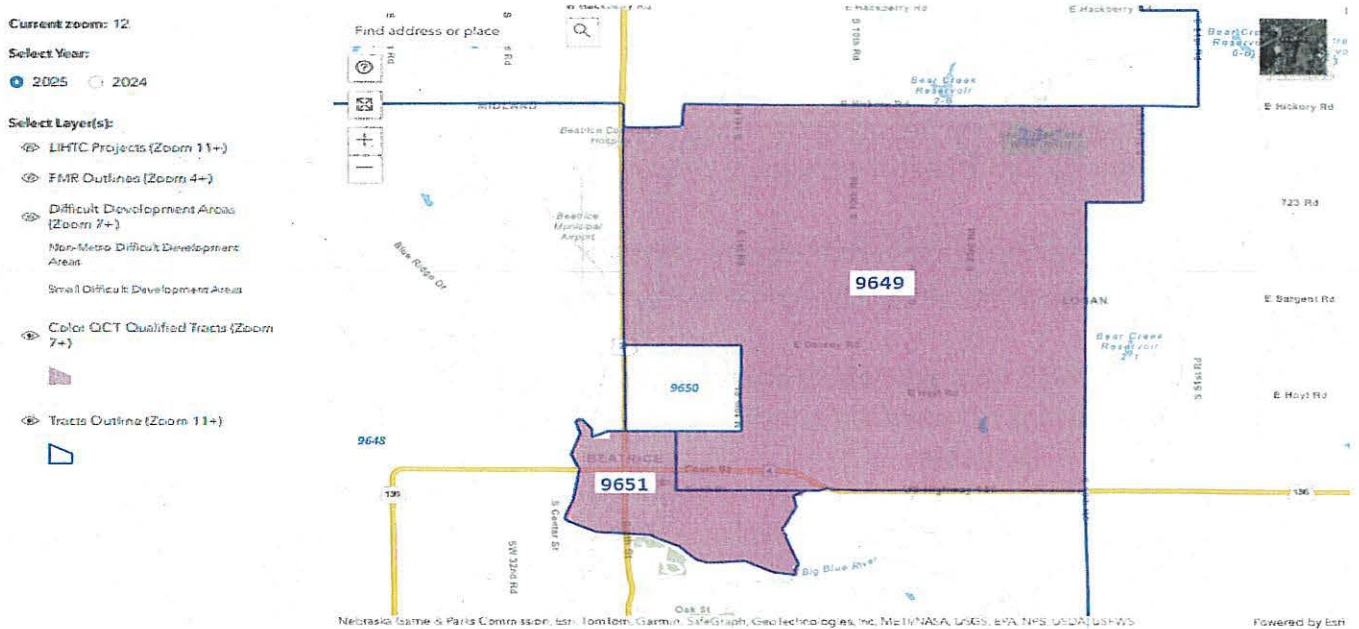
- “The housing target demand of 178 housing units should include an estimated 74 owner and 58 rental units of new construction, while remaining units should be those targeted for purchase/rehab/resale or re-rent. . . An estimated 32 owner and 38 rental housing units should be designated for retirees, seniors and elderly populations in the City of Beatrice, by 2025.” (pg. 4.23)

- **Qualified Census Tract**

A Qualified Census Tract (“QCT”) is a designation assigned by the U.S. Department of Housing and Urban Development (“HUD”) to identify areas where at least fifty percent (50%) of households have incomes below sixty percent (60%) of the Area Median Gross Income (“AMGI”) or where there is a poverty rate of twenty-five percent (25%) or higher. These areas receive special consideration for federal housing programs, including Low-Income Housing Tax Credits (“LIHTC”), to encourage investment and affordable housing development.

The City of Beatrice has two (2) QCTs, Census Tract 9649 and 9651. QCT 9651 is located entirely within the city limits of Beatrice; and QCT 9649 is comprised of some areas within the corporate limits of the City of Beatrice and extends outward into Gage County. The boundaries of QCT 9649 and 9651 are shown in the map below.

The 2025 Qualified Census Tracts (QCTs) and Difficult Development Areas (DDAs) are effective January 1, 2025. The 2025 QCT designations use tract boundaries from the 2020 Decennial census. The 2025 metro DDAs use ZIP Code Tabulation Area (ZCTA) boundaries from the 2020 Decennial census. The designation methodology is explained in the [Federal Register notice published September 9, 2024](#).



- **Focus Area Goals**

- 1. Increased Affordable and Workforce Housing: Leverage available land, buildings, and utilities within the QCTs to improve housing affordability and accessibility.**
  - A. Affordable housing is an array of options that can be rented or purchased at a price corresponding to thirty percent (30%) of household income (or below). This can take many

forms, including but not limited to Naturally Occurring Affordable Housing (“NOAH”) whose affordability is based on the age and/or condition of the property and subsidized housing that leverages public financing and grant support to “write down” the cost of developing new affordable residential units, which are then offered to people at thirty percent (30%) to eighty percent (80%) of Area Median Income (“AMI”) for at least fifteen (15) years and often much longer. These housing units are predominantly rental opportunities.

- B. Workforce housing refers to housing that is affordable for middle-income workers, typically those earning between eighty percent (80%) and one hundred fifty percent (150%) of the AMI. It is designed for essential workers such as teachers, healthcare staff, police officers, and service industry employees who may not qualify for traditional affordable housing programs, but still struggle with high housing costs. Workforce housing helps ensure that middle-income residents can live sustainably with reduced commutes, practical housing expenses (not greater than thirty percent (30%) of household income) and support the local economy. These homes are typically sold to homebuyers, but workforce rentals are also in high demand.

**2. Economic Development: Advance projects that support local business, attract investment, and create job opportunities.**

- A. Live Near Your Work Initiatives: Programs designed to help employees afford housing close to their workplaces. These efforts lead to better supported local economies, reduced commutes, lower absenteeism, and improved living standards. Initiatives often entail public-private partnerships, employer-assisted housing (financial incentives such as down payment assistance or rental subsidies), and zoning accommodation (promoting mixed-use, higher-density housing developments near jobs).
- B. Encourage Local Spending: Increased local shopping and demand for local services will add vibrancy to the Beatrice economy by sustaining local business and strengthening the tax base.
- C. Business Corridor Investments: Storefront improvements and streetscape enhancements that promote attraction, stabilize businesses, and increase quality of life for all residents.

**3. Infrastructure Improvement: Facilitate growth with the ability to sustainably upgrade and extend existing infrastructure, including roads, utilities, and public spaces that enhance quality of life for all residents.**

- A. Stormwater: Green and gray retention and management systems that hold, treat, and discharge stormwater in compliance with the City of Beatrice’s Municipal Separate Storm Sewer System (“MS4”) obligations and in ways that lead to a community that is more protected from frequent flooding with a better environment and higher quality drinking water.
- B. Recreation & Active Living: Leverage capital projects, private investment, and philanthropy to improve parks, augment streetscapes, and create community spaces that attract people and improve quality of life.

**4. Enhance Aging in Place: Aging in place refers to enabling older adults to live safely, comfortably, and independently in their homes for as long as possible. Strategies to support this include:**

- A. Home Modifications & Accessibility: Programs that help aging residents install grab bars,

ramps, and stairlifts for mobility support as well as improved lighting, walk-in showers, and raised toilets.

- B. **Community & Social Support:** Develop age-friendly neighborhoods with walkable streets and nearby services, including social programs that reduce isolation and increased engagement and expanded transportation options for seniors without access to personal vehicles.
- C. **Healthcare & Assistance Services:** Increase access to home healthcare, telemedicine, and nourishment including meal delivery and in-home caregiving services and wellness programs focused on physical and mental health.
- D. **Financial & Policy Support:** Offer monetary incentives for home modifications and expand affordable housing options.

- **Investment Tools**

1. **LB840 Economic Development Loans**

This program is a local option municipal economic development program that allows Nebraska cities to use local tax revenue to fund economic development initiatives.

2. **Tax Increment Financing (“TIF”)**

TIF is a tool to assist in financing redevelopment projects in designated blighted and substandard areas of a City or village. The property taxes generated from the increased valuation of the development are then captured for a period of up to fifteen (15) years to finance the eligible public improvements.

3. **Nebraska Affordable Housing Trust Fund (“NAHTF”)**

This program is a state-administered program designed to support the development, rehabilitation, and preservation of affordable housing for low- and moderate-income residents across Nebraska.

4. **Rural Workforce Housing Fund (“RWHF”)**

This program is a state initiative designed to increase affordable workforce housing in rural communities. It provides grants to help finance housing development, rehabilitation, and infrastructure improvements in non-metropolitan areas, ensuring that rural workers have access to quality housing near employment opportunities.

5. **Tax-Exempt Municipal Bonds**

These are bonds issued by state and local governments to finance public projects such as schools, roads, utilities, and affordable housing. The key advantage is that the interest income is exempt from federal income tax, and sometimes state and local taxes, making them attractive to investors.

6. **Low-Income Housing Tax Credit (“LIHTC”)**

This program is a federal incentive designed to encourage private investment in affordable rental housing for low-income households. Established in 1986, LIHTC is administered by the Internal Revenue Service (“IRS”) and allocated to states through housing finance agencies.

- **Implementation Tactics**

1. Leverage QCT status to facilitate additional affordable housing.
  - a. Estimated Timeline: Three (3) years.
  - b. Potential Partners: City of Beatrice, Private Developers, Beatrice Housing Authority, NGage, Southeast Nebraska Development District (“SENDDD”)
2. Leverage available land and available RWHF funding to facilitate additional workforce housing.
  - a. Estimated Timeline: Four (4) to five (5) years.
  - b. Potential Partners: City of Beatrice, Private Developers, Main Street Beatrice, SENDDD, NGage, Philanthropy
3. Expand, connect, and upgrade City infrastructure.
  - a. Timeline: Ongoing
  - b. Potential Partners: City of Beatrice, Institutional Partners, Philanthropy
4. Enhance and protect environmental assets, stormwater collection, treatment, and agricultural lands.
  - a. Timeline: Ongoing
  - b. Potential Partners: City of Beatrice, Institutional Partners, Philanthropy
5. Improve aging in place.
  - a. Timeline: Ongoing
  - b. Potential Partners: City of Beatrice, Local Assisted Living Facilities & Senior Living Facilities, Beatrice Community Hospital & Health Center, Mary Family YMCA, NGage, Institutional Partners, Philanthropy.

- **Potential Implementation Partners**

1. **Beatrice Community Hospital & Health Center (“BCHHC”)**

BCHHC has a long history of serving the Beatrice community and its surrounding areas. Established in 1911 as the Mennonite Deaconess Home and Hospital, it was founded to provide compassionate health care services. In 1976, reflecting its broader mission and community focus, the institution was renamed Beatrice Community Hospital and Health Center.

2. **Beatrice Housing Authority (“BHA”)**

BHA is a public agency committed to providing affordable housing solutions to residents of Beatrice. Operating under the oversight of the Housing Authority Board, BHA administers programs primarily funded by the U.S. Department of Housing and Urban Development. These programs include, but are not limited to, Federal Public Housing units and Section 8 Housing Choice Vouchers, aiming to assist low-income families, the elderly, and individuals with disabilities in securing safe and sanitary housing.

3. **Beatrice Mary Family YMCA**

The Beatrice Mary Family YMCA is a nonprofit organization dedicated to building healthy spirit, mind, and body for all through various programs and services.

4. **Southeast Nebraska Development District (“SENDDD”)**

SENDDD is a voluntary association of counties and municipalities, formed under the Nebraska

Interlocal Cooperation Act, with a focus in community, economic, and housing development that identifies common problems, their solutions, and to provide continuing support for efficient and effective government among its members.

**5. Gage Area Growth Enterprise (“NGage”)**

NGage is an economic development organization focused on the growth and prosperity of Beatrice and Gage County. Established as a public-private partnership, NGage works to enhance the region’s economic vitality by promoting business growth, supporting workforce development, and fostering community revitalization.

**6. Local Assisted Living Facilities & Senior Living Facilities**

- a. Good Samaritan Society
- b. Homestead House
- c. The Villa at Flowing Springs
- d. Parkview Village Senior Living
- e. East Arbor Meadows
- f. PEO Home
- g. Mosaic
- h. Whispering Winds Cottages Assisted Living & Memory Care

**7. Main Street Beatrice**

Main Street Beatrice is a non-profit organization dedicated to revitalizing downtown Beatrice through historic preservation and fostering economic growth. Established in 1997, it became part of the Nebraska Main Street Network, aligning with the Main Street America program to stimulate downtown development within the context of historic preservation.

## Relevant Data & Maps

### HOUSING FOR ELDERLY/SENIOR POPULATIONS

**11. Low- to Moderate-Income (31% to 80% AMI) Elderly (55+ Years) Rental Housing Initiative, 25 Units.**

- Beatrice: 20 Units.\*
- Other Communities: 5 Total Units.

\*Includes: Downtown Housing Initiative.

**PURPOSE:** Mixed income, two- bedroom duplex or triplex units, standard amenities, to meet the rental housing needs of very low- to moderate- mixed-income elderly households.

**ESTIMATED COST:** \$4,000,000.  
**REQUIRED COST SUBSIDY:** 70% or \$2,800,000.



**12. Middle- to Upper-Income (81%+ AMI) Elderly (55+ Years) Rental Housing Initiative, 20 Units.**

- Beatrice: 18 Units.\*
- Other Communities: 2 Total Units.

\*Includes: Downtown Housing Initiative.

**PURPOSE:** Mixed income, two- bedroom duplex or triplex units, standard amenities, to meet the rental housing needs of middle- to upper- mixed-income elderly households, with possible minimum supportive.

**ESTIMATED COST:** \$3,500,000.  
**REQUIRED COST SUBSIDY:** 30% or \$1,050,000.



**13. Moderate- to Upper-Income (61%+ AMI) Elderly (55+ Years) Homeownership Initiative, 52 Units.**

- Beatrice: 32 Units.
- Adams: 5 Units.
- Wymore: 2 Units.
- Other Communities: 13 Total Units.

**PURPOSE:** Scattered site, mixed income, two & three-bedroom single family, and town home units, standard amenities, complete accessibility design, to meet the needs of moderate- to upper-income elderly households.

**ESTIMATED COST:** \$14,560,000.  
**REQUIRED COST SUBSIDY:** 20% or \$2,912,000.



**TABLE 4.4  
 ESTIMATED YEAR-ROUND HOUSING UNIT TARGET DEMAND BY INCOME SECTOR  
 GAGE COUNTY/CITY OF BEATRICE, NEBRASKA  
 2025**

	<u>Income Range</u>					<u>Totals</u>	<u>Est. Workforce Housing Demand</u>
	<u>0-30% AMI</u>	<u>31-60% AMI</u>	<u>61-80% AMI</u>	<u>81-125% AMI</u>	<u>126%+ AMI</u>		
<b>Gage County:</b>							
<b>Owner:</b>	0	24	36	50	94	204	127
<b>Rental:</b>	10	30	38	26	14	118	58
<b>Beatrice:</b>							
<b>Owner:</b>	0 (0)	14 (40)	22 (63)	30 (86)	28 (81)	94 (270)	56 (160)
<b>Rental:</b>	5 (12)	20 (50)	25 (62)	20 (50)	14 (35)	84 (209)	38 (95)

NOTE: (##) indicates the Beatrice Total Estimated Calculated Housing Demand, less the Local housing Development Capacity.

Source: Hanna Keelan Associates, P.C., 2020.

**TABLE 4.7**  
**HOUSING UNIT TARGET DEMAND – HOUSEHOLD TYPE BY AMI**  
**CITY OF BEATRICE, NEBRASKA**  
**2025**

OWNER UNITS	HOUSEHOLD AREA MEDIAN INCOME (AMI)					Totals	Workforce Sector
	0%-30%	31%-60%	61%-80%	81%-125%	126%+		
Elderly (55+)	0	0	6	10	16	32	8
Family	0	11	13	20	12	56	48
Special Populations <sup>1</sup>	0	3	3	0	0	6	0
Subtotals	0	14	22	30	28	94	56
<b>RENTAL</b>							
<b>UNITS*</b>							
Elderly (55+)	0	8	12	10	8	38	4
Family	3	8	11	10	6	38	32
Special Populations <sup>1</sup>	2	4	2	0	0	8	2
Subtotals	5	20	25	20	14	84	38
<b>Totals</b>	<b>5</b>	<b>34</b>	<b>47</b>	<b>50</b>	<b>42</b>	<b>178</b>	<b>94</b>

\* Includes lease- or credit-to-own units.

<sup>1</sup> Any person with a special housing need due to a cognitive and/or mobility disability.

Note: Housing demand includes both new construction & purchase/rehab/resale or re-rent.

Source: Hanna:Keelan Associates, P.C., 2020.

**TABLE 4.8**  
**HOUSING UNIT TARGET DEMAND – UNIT TYPE / PRICE POINT (PRODUCT) RANGE BY AMI**  
**CITY OF BEATRICE, NEBRASKA**  
**2025**

Owner Units*	PRICE – PURCHASE COST (Area Median Income)					Totals	Workforce \$164,300
	(0%-30%) \$0 to \$70,395	(31%-60%) \$72,750 to \$140,815	(61%-80%) \$143,160 to \$187,750	(81%-125%) \$190,100 to \$293,350	(126%+) \$295,700+		
1 Bedroom <sup>1</sup>	0	0	2	2	0	4	0
2 Bedroom <sup>1</sup>	0	5	7	8	7	27	8
3+ Bedroom	0	9	13	20	21	63	48
<b>Totals</b>	<b>0</b>	<b>14</b>	<b>22</b>	<b>30</b>	<b>28</b>	<b>94</b>	<b>56</b>
<b>PRICE – RENT COST (Area Median Income)</b>							
Rental Units**	(0%-30%) \$0 to \$321	(31%-60%) \$335 to \$645	(61%-80%) \$655 to \$860	(81%-125%) \$870 to \$1,340	(126%+) \$1,350+	Totals	Workforce \$750
1 Bedroom <sup>1</sup>	0	0	0	2	2	4	0
2 Bedroom <sup>1</sup>	2	12	13	10	6	43	8
3+ Bedroom	3	8	12	8	6	37	30
<b>Totals</b>	<b>5</b>	<b>20</b>	<b>25</b>	<b>20</b>	<b>14</b>	<b>84</b>	<b>38</b>

<sup>1</sup>Includes Downtown Housing Units.

\*Average Affordable Purchase Price Range, 3.0 PPHH (30% Income/80% Debt Coverage).

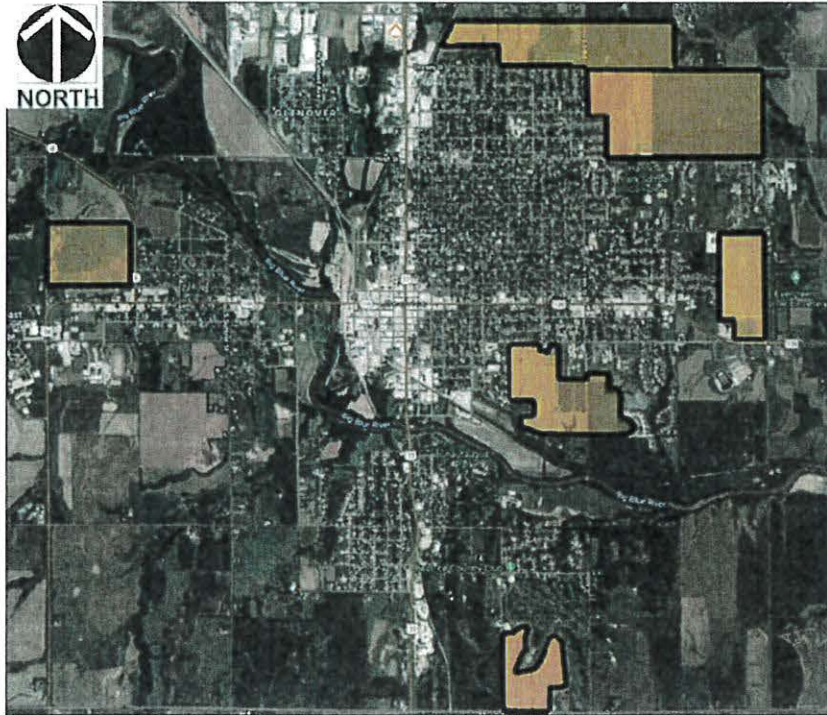
\*\*Average Affordable Monthly Rent Range, 2.5 PPHH (25% Income).

Note: Housing demand includes both new construction & purchase/rehab/resale or re-rent.

Source: Hanna:Keelan Associates, P.C., 2020.




**HOUSING DEVELOPMENT AREAS**  
**CITY OF BEATRICE, NEBRASKA**



**ILLUSTRATION 4.1**

**LEGEND**

 **VACANT LAND AVAILABLE FOR  
NEW HOUSING DEVELOPMENT**

**HANNA:KEELAN ASSOCIATES, P.C.**  
**COMMUNITY PLANNING & RESEARCH**

**\* Lincoln, Nebraska \* 402.464.5383 \***

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**CITY OF BEATRICE, NEBRASKA**

**ORDINANCE NO. 25-11**

**PASSED APRIL 7, 2025**

Authorizing

Not to Exceed

\$5,000,000

City of Beatrice, Nebraska  
Combined Utilities Revenue Bonds  
Series 2025

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**AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF BEATRICE, NEBRASKA OF ITS COMBINED UTILITIES REVENUE BONDS, SERIES 2025, IN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$5,000,000; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE PRINCIPAL AMOUNT, THE MATURITIES, THE INTEREST RATES, THE REDEMPTION PROVISIONS, THE FINANCIAL COVENANTS AND OTHER TERMS AND PROVISIONS RELATING TO THE BONDS AND AUTHORIZING THE SALE AND DELIVERY OF THE BONDS TO THE PURCHASER THEREOF; DESIGNATING THE BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; REPEALING A PRIOR ORDINANCE OF THE CITY; PROVIDING FOR THE PUBLICATION OF THE ORDINANCE IN PAMPHLET FORM; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.**

#### **RECITALS**

**WHEREAS**, the City of Beatrice, Nebraska (the “**Issuer**”), is a city of the first class and political subdivision duly organized and existing under the laws of the State of Nebraska; and

**WHEREAS**, the Issuer owns and operates a revenue-producing electric system, revenue-producing water system and revenue-producing sewerage system (collectively, the “**Systems**,” as hereinafter more fully defined), each of which serves the Issuer and its inhabitants within the Issuer’s service area; and

**WHEREAS**, the Issuer desires to make certain extensions and improvements to the Issuer’s electric system and water system (including its water pollution control component of such system) (collectively, the “**Project**”) and is authorized under the provisions of the Act (as hereinafter defined) to issue and sell revenue bonds for the purpose of providing funds for such purpose, provided that the principal of and interest on such revenue bonds shall be payable solely from the revenues derived from the operation of the Systems and certain other moneys, if available; and

**WHEREAS**, to provide funds for the Project, it is hereby found and determined that it is necessary and advisable and in the best interest of the Issuer and of its inhabitants at this time to authorize the issuance and delivery of combined utilities revenue bonds pursuant to the Act as herein provided to provide funds for such purposes; and

**WHEREAS**, the Issuer previously (a) entered into (i) that certain Loan Agreement with the Nebraska Department of Environment and Energy, dated as of November 24, 2021, and (ii) that certain Loan Agreement with the Nebraska Department of Environment and Energy, dated as

of November 30, 2021 (together, the “**NDEE Loan Agreements**”), and (b) issued its Economic Development Bonds, Series 2023 (the “**Series 2023 Bonds**”), which NDEE Loan Agreements and Series 2023 Bonds will be secured on parity with the Bonds (once issued); and

**WHEREAS**, it is necessary that the Issuer adopt (i) policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein and (ii) policies and procedures to satisfy the issuance and post-issuance disclosure requirements of Rule 15c2-12 (as described herein); and

**WHEREAS**, all conditions, acts and things required by law to exist or to be done precedent to the issuance of bonds pursuant to the Act do exist and have been done as required by law.

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

## **ARTICLE I**

### **DEFINITIONS**

In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

“**Act**” means Sections 18–1803 through 18–1805, Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denominations**” means \$5,000 or whole multiples thereof.

“**Authorized Officer**” means the Mayor, the City Clerk, the City Treasurer, the City Administrator, the City Finance Director or any individual authorized to act on behalf of any such officer.

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

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

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

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

“**Bonds**” means the Issuer’s Combined Utilities Revenue Bonds, Series 2025, in the original aggregate principal amount not to exceed \$5,000,000, authorized and to be issued pursuant to this Ordinance.

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

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

**“City Clerk”** or **“Clerk”** means the Clerk of the Issuer, including any person authorized to act on his or her behalf.

**“City Finance Director”** or **“Finance Director”** means the Finance Director of the Issuer, including any person authorized to act on his or her behalf.

**“City Treasurer”** or **“Treasurer”** means the Treasurer of the Issuer, including any person authorized to act on his or her behalf.

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

**“Consultant”** means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith, selected by the Issuer for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

**“Council”** means the Mayor and City Council of the Issuer, which governs the actions of the Issuer.

**“Debt Service Fund”** means the fund by that name created by Section 5.01 hereof.

**“Debt Service Requirements”** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State of Nebraska and having full trust powers.

**“Debt Service Reserve Fund”** means the fund by that name created by Section 5.01 hereof.

**“Debt Service Reserve Requirement”** means the amount on the date of original issuance and delivery of the Bonds equal to or less than the least of (i) 10% of the stated principal amount of the Bonds, (ii) the maximum Debt Service Requirements for the Bonds during any fiscal year, or (iii) 125% of the average annual Debt Service Requirements for the Bonds over the term of the Bonds, subject to adjustment as described herein. The initial Debt Service Reserve Requirement for the Bonds shall be determined in accordance with Section 2.12 herein.

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

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

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

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

(i) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

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

(iii) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

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

(v) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

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

“*Expenses*” means all reasonable and necessary expenses of operation, maintenance and repair of the Systems and keeping the Systems in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), determined in accordance with generally accepted accounting principles, including, without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant’s reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received

in the ordinary course of business, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the Systems, but shall exclude all general administrative expenses of the Issuer not related to the operation of the Systems.

**“Insurance Consultant”** means an individual or firm selected by the Issuer qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the Systems and having a favorable reputation for skill and experience in making such surveys and recommendations.

**“Interest Payment Date”** means the dates established by the Authorized Officer pursuant to Section 2.12 for the payment of interest on the Bonds.

**“Lender”** has the meaning set forth in Section 2.11 hereof.

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

**“Maximum Annual Debt Service”** means the maximum amount of Debt Service Requirements as computed for the then current or any future fiscal year.

**“Mayor”** means the Mayor of the City, including any person authorized to act on his or her behalf.

**“Net Revenues Available for Debt Service”** means, for the period of determination, all Revenues less all Expenses as determined in accordance with generally accepted accounting principles.

**“Operation and Maintenance Fund”** means the fund by that name created by Section 5.01 hereof.

**“Ordinance”** means this Ordinance as from time to time amended in accordance with the terms hereof.

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

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

**“Parity Bonds”** means any parity bonds or other long-term obligations payable out of the net income and revenues of the Systems hereafter issued or incurred in accordance with the provisions of this Ordinance and standing on a parity and equality with the Bonds with respect to the payment of principal and interest out of the net income and Revenues of the Systems, so long as any such bonds remain outstanding and unpaid or until provision is made for the payment and defeasance of such bonds, including without limitation, the NDEE Loan Agreements and the Series 2023 Bonds.

**“Parity Ordinance”** means the ordinances under which any Parity Bonds are hereafter issued.

**“Participants”** means those financial institutions for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means the City Treasurer or City Finance Director in Beatrice, Nebraska, or such other paying agent as shall be determined by an Authorized Officer, and any successors and assigns.

**“Permitted Investments”** means any securities and obligations permitted under the laws, statutes and Constitution of the State of Nebraska for investment of the Issuer’s moneys held in the funds referred to in Section 5.01 hereof.

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

**“Placement Agent”** has the meaning set forth in Section 2.11 hereof.

**“Private Purchaser”** has the meaning set forth in Section 2.11 hereof.

**“Project Fund”** means the fund by that name created by Section 5.01 hereof.

**“Purchaser”** means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of Section 2.11 hereof.

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

**“Redemption Date,”** means the date fixed for such redemption pursuant to the terms of this Ordinance.

**“Redemption Price,”** when used with respect to any Bond to be redeemed, means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Replacement Bonds”** means Bonds issued to the beneficial owners of the Bonds in accordance with Section 2.09(b) hereof.

**“Revenue Fund”** means the fund by that name created by Section 5.01 hereof.

**“Revenues”** means all income and revenues derived from the operation of the Systems, including investment and rental income, net proceeds from business interruption insurance (if any), the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service on System Revenue Bonds.

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

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to Section 2.04 hereof for the payment of Defaulted Interest.

**“State”** means State of Nebraska.

**“Stated Maturity,”** when used with respect to any Bond or any installment of interest thereon, means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“Surplus Fund”** means the fund by that name created by Section 5.01 hereof.

**“System or Systems”** means collectively (i) the electric generating plants and system and all appurtenances thereto, the electric distribution system, and the electric street lighting system, now serving the Issuer and its inhabitants and others, together with all extensions and improvements thereto hereafter made or acquired by the Issuer, (ii) the entire waterworks plant and system and all appurtenances thereto owned and operated by the Issuer for the production, storage, treatment and distribution of water, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer, and (iii) the entire sewerage plant and system owned and operated by the Issuer for the collection, treatment and disposal of sewage, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer.

**“System Revenue Bonds”** means, collectively, the Bonds, the Parity Bonds and all other revenue bonds which are payable out of, or secured by an interest in, the income and Revenues derived from the operation of the Systems.

“*United States Government Obligations*” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service, and such obligations are held in a custodial or trust account for the benefit of the Issuer.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 2.01. Authorization of Bonds.** The Issuer is authorized and directed to issue one or more series of Bonds, designated as “Combined Utilities Revenue Bonds, Series 2025”, with such other designations as may be appropriate, in an aggregate principal amount not to exceed \$5,000,000, for the purpose of providing funds to (i) finance the costs of the Project, (ii) fund any deposits to reserve accounts, if required by the Purchaser (as defined herein), and (iii) pay the costs of issuing the Bonds.

**Section 2.02. Description of Bonds.** The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward, with such other designation as the Authorized Officers, or each individually, shall deem appropriate, in Authorized Denominations. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in Exhibit A attached hereto, with such changes acceptable to the Authorized Officers, or each individually, and bond counsel to the Issuer. The Bonds shall be dated, shall be due and payable on the dates and in the amounts (subject to optional and mandatory redemption as provided in Article III hereof), and shall bear interest at the rates per annum as set forth in the Award Certificate as defined in Section 2.12 hereof, (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable each Interest Payment Date.

**Section 2.03. Designation of Paying Agent.** The Paying Agent shall be the paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and the bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer or City Finance Director, the Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the Issuer and the Paying Agent (the “**Paying Agent Agreement**”) in such form as the Authorized Officers, or each individually, shall deem appropriate and necessary. The Authorized Officers, or each individually, may execute the Paying Agent Agreement on behalf of the Issuer. The Paying Agent shall have only such duties and obligations as are expressly specified by this Ordinance and the Registrar and Paying Agent Agreement, and no other duties or obligations shall be implied to the Paying Agent.

The Issuer will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right, and does

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

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

The Paying Agent shall be paid the usual fees and expenses for its services in connection therewith, which fees and expenses shall be paid as other Expenses are paid.

**Section 2.04. Method and Place of Payment of Bonds.** The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. The principal or Redemption Price of each Bond shall be paid on the Maturity Date by check or draft to the Person in whose name such Bond is registered on the Bond Register on such Maturity Date, upon presentation and surrender of such Bond at the designated office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or in the case of an interest payment to any Registered Owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

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

expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

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

**Section 2.05. Registration, Transfer and Exchange of Bonds.** As long as any of the Bonds remain Outstanding, the Issuer will cause the Bond Register to be kept at the designated office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the designated office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

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

The Issuer and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of 15 days immediately preceding the first mailing of such notice of redemption (b) to issue, transfer or exchange Bonds from the Record Date to the next Interest Payment Date, or (c) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 2.04 hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual

to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners to be evidenced to the satisfaction of the Paying Agent.

**Section 2.06. Execution, Authentication and Delivery of Bonds.** The Mayor and the City Clerk (each including anyone authorized to act on their behalf) are hereby authorized and directed to prepare and execute the Bonds as herein specified and, when duly executed, to deliver the Bonds to the Paying Agent for authentication.

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

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser, upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 2.07. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 2.08. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either on or before the Maturity Date, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent and applicable record retention laws. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

**Section 2.09. Book-Entry Bonds; Securities Depository.**

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in paragraph (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in paragraph (b).

(b) (i) If the Issuer determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under clause (i)(A) or (i)(B) of this paragraph (b), the Issuer, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 2.09(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository

has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with Section 2.09(c) hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Issuer.

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

**Section 2.10. Offering Documents.** The use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Purchaser in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Purchaser in connection with the reoffering or placement of the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

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

**Section 2.11. Sale of Bonds.** In accordance with and subject to the provisions of Section 2.12, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The Issuer is authorized to sell the Bonds to Northland Securities, Inc., as original purchaser of the Bonds (the “**Underwriter**”), in accordance with Section 2.12 of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The Issuer is authorized to enter into a Bond Purchase Agreement (the

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

(b) The Issuer is further authorized to place the Bonds with a private purchaser (the “**Private Purchaser**”) with the assistance of Northland Securities, Inc., as placement agent of the Bonds (the “**Placement Agent**”) in accordance with Section 2.12 of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The Issuer is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the “**Lender**”) to evidence or secure a loan from such Lender to the Issuer or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with Section 2.12 of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the Issuer as are necessary to effectuate the closing of the issuance of the Bonds.

**Section 2.12. Parameters and Authorization of Award Certificate.** The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, as it relates to each series of Bonds authorized herein, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by an Authorized Officer (the “**Award Certificate**”): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in Section 2.01, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than December 31, 2040, (e) the dates upon which the Bonds shall be sold, (f) the rate or rates of interest to be carried by each maturity of the Bonds, such that the true interest cost of the Bonds shall not exceed 6.00%, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and maturity date of any Bonds issued as “term bonds” and the amount of each sinking fund installment

therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement entered into by the Issuer with the Underwriter or any loan agreement between the Issuer and the Lender, all as set forth in Section 2.11 hereof, (m) the identity of the Purchaser, if other than the entity as set forth in Section 2.11 hereof, (n) the fee of the Purchaser, which shall not be more than 2.00% of the aggregate principal amount of the Bonds, (o) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount thereof (inclusive of the Purchaser's discount or fee and any original issue discount), (p) the form and contents of any Offering Document (as defined in Section 2.10 hereof), (q) the types and the amounts of any reserves as may be required by the Purchaser, (r) such covenants and other security as may be necessary in addition to those set forth in this Ordinance; (s) the initial Debt Service Reserve Requirement, if any, as required by the Purchaser; (t) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds, (u) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the Issuer in connection with the authorization, issuance, sale and delivery of the Bonds, and (v) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

### ARTICLE III

#### REDEMPTION OF BONDS

##### Section 3.01. Optional and Mandatory Redemption of Bonds.

(a) **Optional Redemption by Issuer.** At the option of the Issuer, the Bonds or portions thereof may be called for redemption and payment prior to their respective Stated Maturities on the dates and at the Redemption Prices determined by the Authorized Officers, or each individually, in accordance with the provisions of **Section 2.12** hereof; provided, however, that the Bonds shall be subject to redemption no later than five (5) years from their date of issuance.

(b) **Mandatory Redemption.** The Authorized Officers, or each individually, may designate in the Award Certificate certain Bonds as "**Term Bonds**", portions of which are to be redeemed on the dates (each such date being herein referred to as a "**Sinking Fund Payment Date**") and in the amounts (hereinafter referred to as a "**Mandatory Sinking Fund Payment**") set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by such Authorized Officer in the Award Certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (i) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (ii) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (iii) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds

subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this **Section 301(b)**) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this **Section 301(b)**. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (i), (ii) or (iii) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (i), (ii) and (iii) are to be complied with respect to such mandatory redemption payment.

### **Section 3.02. Selection of Bonds To Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in Section 3.03 hereof are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the Issuer, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in Authorized Denominations in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (i) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (ii) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and

payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 3.03. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the Issuer by mailing a copy of an official redemption notice by first-class mail at least 30 days prior to the Redemption Date (or such shorter period as may be acceptable to the then-Registered Owner), to the Purchaser of the Bonds and each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

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

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date, the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the designated corporate trust office of the Paying Agent.

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

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

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

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the Issuer as set out below, but no defect in said further notice or any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the Stated Maturity of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed; and

(b) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

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

So long as the Securities Depository is effecting book-entry transfers of the Bonds, the Issuer or the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

#### **ARTICLE IV**

#### **SECURITY FOR BONDS**

The Bonds are special, limited obligations of the Issuer payable solely from, and secured as to the payment of principal, premium and interest by a pledge of the Revenues, which include all income and revenues derived from the operation of the Systems, including investment and rental income, net proceeds from business interruption insurance (if any), any moneys generated from tax credits associated with the Systems, the principal of gifts, bequests, contributions, grants and donations available to pay debt service of System Revenue Bonds and actually received during such period, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets, and also excluding the principal of gifts, bequests, contributions, grants and donations which are specifically restricted by the donor, testator or grantor to a particular purpose which is inconsistent with their use for the payment of debt service

on System Revenue Bonds. The Issuer hereby pledges said Revenues to the payment of the principal of, the premium and the interest on the Bonds.

The Bonds are further secured by amounts in the Debt Service Reserve Fund, if so required by the Purchaser.

The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of debt service on the Bonds.

The covenants and agreements of the Issuer contained in this Ordinance and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of, the premium and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal, premium and interest from the net income and revenues derived from the operation of the Systems and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Parity Bonds, and the Parity Bonds shall not have any priority with respect to the payment of principal, premium or interest from said net income and revenues or otherwise over the Bonds.

## ARTICLE V

### FUNDS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

**Section 5.01. Establishment of Funds.** There are hereby created and ordered to be established and maintained by the Treasurer or Finance Director of the Issuer the following separate funds to be known respectively as follows:

- (a) Combined Utilities Project Fund (the “**Project Fund**”);
- (b) Combined Utilities Cost of Issuance Fund (the “**Cost of Issuance Fund**”);
- (c) Combined Utilities Revenue Fund (the “**Revenue Fund**”);
- (d) Combined Utilities Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”);
- (e) Debt Service Fund for Combined Utilities Revenue Bonds, Series 2025 (the “**Debt Service Fund**”);
- (f) Debt Service Reserve Fund for Combined Utilities Revenue Bonds, Series 2025 (the “**Debt Service Reserve Fund**”); and
- (g) Combined Utilities Surplus Fund (the “**Surplus Fund**”).

The funds referred to in paragraphs (a) through (g) of this Section shall be maintained and administered by the Issuer solely for the purposes and in the manner as provided in this Ordinance so long as any of the Bonds remain Outstanding within the meaning of this Ordinance. In addition, the Issuer, in consultation with the Purchaser, shall make a final determination as to whether all of such funds will be required in connection with the issuance and sale of any series of Bonds authorized herein.

**Section 5.02. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds, as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with Section 6.02(b) hereof.
- (b) An amount equal to the Debt Service Reserve Requirement from the proceeds of the Bonds shall be deposited in the Debt Service Reserve Fund and applied in accordance with Section 6.02(c) hereof, if the Debt Service Reserve Fund is required by the Purchaser.
- (c) An amount equal to the costs of issuance of the Bonds shall be deposited in the Cost of Issuance Fund. Moneys in the Cost of Issuance Fund shall be used solely for the purposes of paying the costs of issuing the Bonds. Any surplus moneys remaining in the Cost of Issuance Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

(d) The remaining balance of the proceeds of the Bonds shall be deposited in the Project Fund and applied in accordance with Section 5.03 hereof.

**Section 5.03. Application of Moneys in the Project Fund.** Moneys in the Project Fund shall be used solely for the purpose of paying the cost of extending and improving the Systems as described herein, in accordance with the plans and specifications therefor prepared by the Consultant, heretofore approved by the Council and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant and approved by the Council.

Except for moneys used to reimburse the Issuer for costs incurred in connection with the Systems as set forth in the tax certificate executed by the Issuer on the date of delivery of the Bonds, withdrawals from the Project Fund shall be made only when authorized by the Council accompanied by a certificate that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof.

Upon completion of the extensions and improvements to the Systems as hereinbefore provided, but in no event later than three years from the date of issuance of the Bonds, any surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be deposited in the Debt Service Fund.

## ARTICLE VI

### APPLICATION OF REVENUES

**Section 6.01. Revenue Fund.** The Issuer covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues derived and collected from the operation of the Systems shall as and when received be paid and deposited into the Revenue Fund. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the Issuer and shall not be commingled with any other moneys, revenues, funds and accounts of the Issuer. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance.

**Section 6.02. Application of Moneys in Funds.** The Issuer covenants and agrees that from and after the delivery of the Bonds and continuing, so long as any of the Bonds shall remain Outstanding, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) **Operation and Maintenance.** There shall first be paid and credited to the Operation and Maintenance Fund (i) the Expenses of the Systems as the same become due and payable and (ii) the customary charges of the Paying Agent.

(b) **Debt Service Fund.** There shall next be paid and credited to the Debt Service Fund, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(i) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one-sixth (or such equal pro rata percentage for any shorter or longer period) of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date; and

(ii) Beginning with the month following the month in which the Bonds are issued and delivered, and continuing each month thereafter so long as any of the Bonds remain Outstanding and unpaid, an amount not less than one-twelfth (or such equal pro rata percentage for any shorter or longer period) of the amount of principal that will become due on the Bonds on the next succeeding Maturity Date.

Any amounts deposited in the Debt Service Fund as accrued interest in accordance with Section 5.02(a) hereof shall be credited against the Issuer's payment obligations as set forth in Section 6.02(b)(i) above.

All amounts paid and credited to the Debt Service Fund shall be expended and used by the Issuer for the sole purpose of paying the interest on and the principal of the Bonds as and when the same become due at Maturity and on each Interest Payment Date, as applicable.

The amounts required to be paid and credited to the Debt Service Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service funds established for the payment of principal and interest on any Parity Bonds pursuant to the provisions of the respective Parity Ordinances. If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Fund and to the debt service funds established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in said debt service funds.

(c) **Debt Service Reserve Fund.** If a Debt Service Reserve Fund is required by the Purchaser, after all payments and credits required at the time to be made under the provisions of paragraphs (a) and (b) of this Section have been made, there shall next be paid and credited to the Debt Service Reserve Fund the sum, if any, necessary to maintain the balance of the Debt Service Reserve Fund at the Debt Service Reserve Requirement. Except as hereinafter provided in this Section, all amounts paid and credited to the Debt Service Reserve Fund shall be expended and used by the Issuer solely to prevent any default in the payment of interest on, premium, if any, or principal of the Bonds on any Maturity Date or Interest Payment Date if the moneys in the Debt Service Fund are insufficient to pay the interest on, premium, if any, or principal of said Bonds

when due. So long as the Debt Service Reserve Fund aggregates the Debt Service Reserve Requirement, no further payments into said Fund shall be required.

(i) The amounts required to be paid and credited to the Debt Service Reserve Fund pursuant to this Section shall be made at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service reserve funds established for the Parity Bonds, if any, under the provisions of the Parity Ordinances, if any.

(ii) All income derived from the investment of amounts on deposit in the Debt Service Reserve Fund shall remain in, and be credited to, such fund until such time as the amount on deposit in the Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement, and thereafter all such investment income shall be transferred to the Debt Service Fund. If upon a valuation of the investments on deposit in the Debt Service Reserve Fund, the amount on deposit in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, the Paying Agent shall transfer from the Debt Service Reserve Fund to the Debt Service Fund an amount equal to such excess.

(iii) Moneys in the Debt Service Reserve Fund may be used to call the Bonds for redemption and payment prior to their Stated Maturity, provided all of the Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms. If fewer than all Bonds are to be redeemed and prepaid, on such redemption date the Debt Service Reserve Requirement shall be recalculated as of such date, and all moneys in excess of such requirement shall be used to redeem and prepay Bonds on such date. Moneys in the Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Bonds unless such Bonds and all interest thereon are otherwise paid.

(iv) If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Reserve Fund and to the debt service reserve funds established to protect the payment of any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service reserve funds in proportion to the respective principal amounts of said series of bonds at the time outstanding which are payable from the moneys in such debt service reserve funds.

(d) **Surplus Fund.** After all payments and credits required at the time to be made under the provisions of paragraphs (a), (b), and (c) of this Section have been made, all moneys remaining in the Revenue Fund shall be paid and credited to the Surplus Fund. Moneys in the Surplus Fund may be expended and used for the following purposes as determined by the Authorized Officers, or each individually:

(i) Paying the cost of the operation, maintenance and repair of the Systems to the extent necessary after the application of the moneys held in the Operation and Maintenance Fund under the provisions of paragraph (a) of this Section;

(ii) Paying the cost of extending, enlarging, improving and/or repairing the Systems;

(iii) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Fund or the Debt Service Reserve Fund referred to in paragraphs (b) or (c) of this Section, or any one of them, or establishing or increasing the amount of any debt service fund or debt service reserve fund created by the Issuer for the payment of any Parity Bonds;

(iv) Calling, redeeming and paying prior to Stated Maturity, or, at the option of the Issuer, purchasing in the open market at the best price obtainable not exceeding the redemption price (if any bonds are callable), the Bonds or any Parity Bonds, including principal, interest and redemption premium, if any; or

(v) Any other lawful purpose in connection with the operation of the Systems and benefiting the Systems.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the Systems shall be diverted to the general governmental or municipal functions of the Issuer.

(e) ***Deficiency of Payments Into Funds.*** If at any time the revenues derived from the operation of the Systems are insufficient to make any payment on the date or dates hereinbefore specified, the Issuer will make good the amount of such deficiency by making additional payments or credits out of the first available revenues thereafter received from the operation of the Systems, such payments and credits being made and applied in the order hereinbefore specified in this Section.

**Section 6.03. Transfer of Funds to Paying Agent.** The Treasurer, Finance Director or other Authorized Officer is hereby authorized and directed to withdraw from the Debt Service Fund, and, to the extent necessary to prevent a default in the payment of either principal or interest on the Bonds, from the Debt Service Reserve Fund and the Surplus Fund as provided in Section 6.02 hereof, sums sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same become due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

**Section 6.04. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 6.05. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the Issuer to the Registered Owner thereof for the

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

## **ARTICLE VII**

### **DEPOSIT AND INVESTMENT OF MONEYS**

(a) Money in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks holding such deposits as provided by the laws of the United States of America or their state of incorporation.

(b) Money held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. All earnings on investments held in the Debt Service Reserve Fund shall accrue to and become a part of such Fund until the amount on deposit in the Debt Service Reserve Fund shall aggregate the Debt Service Reserve Requirement; thereafter, all such earnings shall be credited to the Debt Service Fund. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof; provided, however, that investments held in the Debt Service Reserve Fund shall be valued at market value only. If and when the amount held in any fund or account shall be in excess of the amount required by the provisions of this Ordinance, the Issuer shall direct that such excess be paid and credited to the Debt Service Fund.

(c) So long as any Parity Bonds remain outstanding and unpaid, any investments made pursuant to this Article shall be subject to any restrictions in the Parity Ordinance with respect to the funds and accounts created by and referred to in the Parity Ordinance.

## ARTICLE VIII

### GENERAL COVENANTS AND PROVISIONS

The Issuer covenants and agrees with each of the Registered Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid, it will, acting by and through the Council, comply with each of the following covenants:

**Section 8.01. Efficient and Economical Operation.** The Issuer will continuously own and will operate the Systems as revenue-producing facilities in an efficient and economical manner and will keep and maintain the same in good repair and working order. The Issuer will establish and maintain such rules and regulations for the use of the Systems as may be necessary to assure maximum utilization and most efficient operation of the Systems.

**Section 8.02. Rate Covenant.** The Issuer in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the Systems as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the Systems; (b) pay the principal of and interest on the System Revenue Bonds then outstanding as and when the same become due at the Maturity thereof or on any Interest Payment Date; (c) enable the Issuer to have in each fiscal year Net Revenues Available for Debt Service not less than 125% of Maximum Annual Debt Service on all System Revenue Bonds at the time outstanding; and (d) provide reasonable and adequate reserves for the payment of all System Revenue Bonds then outstanding and the interest thereon and for the protection and benefit of the Systems as provided in this Ordinance. The Issuer will require the prompt payment of accounts for service rendered by or through the Systems and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The Issuer will, from time to time as often as necessary, in accordance with and subject to applicable legal requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues Available for Debt Service will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance. If in any fiscal year the Net Revenues Available for Debt Service are less than 125% of Maximum Annual Debt Service on all System Revenue Bonds then outstanding, the Issuer will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Purchaser of the Bonds and shall be furnished to any Registered Owner of the Bonds requesting a copy of the same, at the cost of such Registered Owner. The Issuer shall, to the extent feasible, follow the recommendations of the Consultant.

**Section 8.03. Reasonable Charges for All Services.** None of the facilities or services provided by the Systems will be furnished to any user (excepting the Issuer itself) without a reasonable charge being made therefor. If the revenues derived from the Systems are at any time insufficient to pay the reasonable Expenses of the Systems and also to pay all interest on and principal of the Bonds as and when the same become due, then the Issuer will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services provided by the Systems, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

**Section 8.04. Restrictions on Mortgage or Sale of Systems.** The Issuer will not mortgage, pledge or otherwise encumber the Systems or any part thereof, nor will it sell, lease or otherwise dispose of the Systems or any material part thereof; provided, however, the Issuer may:

(a) sell at fair market value any portion of the Systems which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the Systems, and in the event of sale, the Issuer will apply the proceeds to either (i) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of Stated Maturity, or (ii) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the Systems as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer;

(c) lease, (i) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the Issuer, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property; and/or (ii) as lessee, with an option of the Issuer to purchase, any real or personal property for the extension and improvement of the Systems; property being leased as lessor and/or lessee pursuant to this paragraph (c) shall not be treated as part of the Systems for purposes of this Section 8.05 and may be mortgaged, pledged or otherwise encumbered; or

(d) grant a security interest in equipment to be purchased with the proceeds of any loan, lease or other obligation undertaken in accordance with Article IX hereof; or

(e) sell, lease or convey all or substantially all of the Systems to another entity or enter into a management contract with another entity if:

(i) The transferee entity is a political subdivision organized and existing under the laws of the State, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(ii) If there remains unpaid any System Revenue Bond which bears interest that is not includable in gross income under the Code, the Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Revenue Bond, would not cause the interest payable on such System Revenue Bond to become includable in gross income under the Code;

(iii) The Issuer receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or

observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(iv) Such transferee entity possesses such licenses to operate the Systems as may be required if it is to operate the Systems; and

(v) The Issuer receives an opinion of Bond Counsel, in form and substance satisfactory to the Issuer, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

**Section 8.05. Insurance.** The Issuer will carry and maintain insurance with respect to the Systems and its operations against such casualties, contingencies and risks (including, but not limited to, property and casualty, fire and extended coverage insurance upon all of the properties being parts of the Systems insofar as the same are of an insurable nature, public liability, worker's compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the Issuer, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the Issuer will pay and deposit the proceeds of such insurance into the Revenue Fund. The Issuer will annually review the insurance it maintains with respect to the Systems to determine that it is customary and adequate to protect its property and operations. The Issuer may elect to be self-insured for all or any part of the foregoing requirements if (a) the Issuer annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the Issuer deposits and maintains adequate reserves for the self-insurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the Issuer for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State. The Issuer shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues of the Systems.

**Section 8.06. Books, Records and Accounts.** The Issuer will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the Issuer) in which complete and correct entries will be made of all dealings and transactions of or in relation to the Systems. Such accounts shall show the amount of Revenues received from the Systems, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the Issuer according to standard accounting practices as applicable to the operation of facilities comparable to the Systems.

**Section 8.07. Annual Budget.** Prior to the commencement of each fiscal year, the Issuer will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the Systems, or a separate schedule for the Systems within the Issuer's overall budget, for the next succeeding fiscal year. The City Clerk, promptly upon the filing of said budget

in the City Clerk's office, will mail a copy of said budget to the Purchaser of the Bonds. Said annual budget shall be prepared in accordance with the laws and regulations of the State.

**Section 8.08. Annual Audit.** After the end of each fiscal year, the Issuer will cause an audit to be made of the Systems, or a separate schedule within the Issuer's audited financial statements, for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the revenues of the Issuer. Said annual audit shall cover in reasonable detail the operations of the Systems during such fiscal year.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser of the Bonds. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any user of the services of the Systems, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer, user or Registered Owner.

As soon as possible after the completion of the annual audit, the Council of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the Issuer will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the Systems as may be necessary to adequately provide for such requirements.

**Section 8.09. Right of Inspection.** The Purchaser of the Bonds and any Registered Owner or Owners of 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the Systems and all records, accounts and data relating thereto, and shall be furnished all such information concerning the Systems and the operation thereof which the Purchaser or such Registered Owner or Owners may reasonably request.

**Section 8.10. Administrative Personnel.** The Issuer shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the Systems. The Issuer further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the Systems will be operated in a prudent and efficient manner, following procedures generally accepted within the public utilities industry in the United States of America.

**Section 8.11. Rules and Regulations.** The Issuer will establish and maintain such rules and regulations for the use of the Systems as may be necessary to assure maximum occupancy and use thereof.

**Section 8.12. Performance of Duties and Covenants.** The Issuer will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the Systems now or hereafter imposed upon the Issuer by the Constitution and laws of the State and by the provisions of this Ordinance.

**Section 8.13. Tax Covenants.**

(a) The Issuer covenants that (i) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (ii) it will not use or permit the use of any proceeds of Bonds or any other funds of the Issuer, or take or permit any other action, or fail to

take any action, which would adversely affect the exclusion from federal gross income of the interest on the Bonds. The Issuer will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

(b) The Issuer covenants that (i) it will use the proceeds of the Bonds as soon as practicable for the purposes for which the Bonds are issued, and (ii) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Issuer in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Issuer covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Bonds from time to time. The Issuer specifically covenants to pay or cause to be paid to the United States the required amounts of rebatable arbitrage at the times when due, if any.

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

(e) If applicable, and in consultation with Bond Counsel, the Authorized Officers, or each individually, are authorized to make the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code:

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

(ii) none of the Bonds is a private activity bond as defined in Section 141 of the Code;

(iii) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer;

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

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

(f) If applicable, and in consultation with Bond Counsel, the Issuer may designate the Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code. In connection therewith, the Issuer shall represent that:

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

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

Any Authorized Officer is hereby authorized to take such other action as may be necessary to make effective the designation in this paragraph (f).

(g) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article XI of this Ordinance or any other provision of this Ordinance, until no Bonds are Outstanding.

(h) The Issuer adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds that are intended to be tax-exempt are met. The Issuer designates the Treasurer or Finance Director as the “responsible person” for implementing such procedures. The Issuer reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The Issuer also reserves the right to change such policies and procedures from time to time, without notice.

#### **Section 8.14. Continuing Disclosure.**

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

through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

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

## ARTICLE IX

### ADDITIONAL BONDS AND OBLIGATIONS

**Section 9.01. Senior Lien Bonds.** So long as any of the Bonds remain Outstanding, the Issuer will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the Issuer for the payment of moneys determined in accordance with generally accepted accounting principles, including capital leases as defined by generally accepted accounting principles, payable out of the net income and revenues of the Systems or any part thereof which are superior to the Bonds.

**Section 9.02. Parity Lien Bonds.** The Issuer covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional Parity Bonds payable out of the net income and revenues of the Systems or any part thereof which stand on a parity or equality with the Bonds unless the following conditions are met:

(a) The Issuer shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) The Issuer shall obtain a certificate of a Consultant showing either of the following:

(i) The annual Net Revenues Available for Debt Service derived by the Issuer from the operation of the Systems, for the two fiscal year(s) immediately preceding the issuance of Parity bonds shall have been equal to at least 125% of the Maximum Annual Debt Service required to be paid out of said revenues in any succeeding fiscal year on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said Net Revenues Available for Debt Service by adding thereto, if the Issuer has made any increase in rates for the use and services of the Systems and such increase has not been in effect during all of the two fiscal year(s) immediately preceding the issuance of Parity Bonds, the amount, as estimated by the Consultant, of the additional Net Revenues Available for Debt Service which

would have resulted from the operation of the Systems during said two preceding fiscal year(s) had such rate increase been in effect for the entire period; or

(ii) The annual Net Revenues Available for Debt Service projected to be derived by the Issuer from the operation of the Systems for the two fiscal year(s) immediately following the fiscal year in which the improvements to the Systems, the cost of which is being financed by such additional bonds, are to be in commercial operation, shall be equal to at least 125% of the Maximum Annual Debt Service required to be paid out of said revenues in any succeeding fiscal year following commencement of operation of such System improvements, on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the Issuer, including the Parity Bonds proposed to be issued. In determining the projected Net Revenues Available for Debt Service for the purpose of this clause, the Consultant may adjust said net revenues by adding thereto any estimated increase in Net Revenues Available for Debt Service resulting from any increase in rates for the use and services of the Systems which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the Systems.

Additional revenue bonds of the Issuer issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the net revenues of the Systems with the Bonds, and the Issuer may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service funds and debt service reserve funds for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

**Section 9.03. Junior Lien Bonds and Other Obligations.** Nothing in this Section contained shall prohibit or restrict the right of the Issuer to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the facility and benefiting the Systems and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the revenues of the Systems, provided, at the time of the issuance of such additional revenue bonds or obligations, the Issuer is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided, further, that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the Issuer shall be in default in paying either interest on or principal of the Bonds, or if the Issuer is in default in making any payments required to be made by it under the provisions of Sections 6.02(a), (b) and (c) of this Ordinance, the Issuer shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. In the event of the issuance of any such junior and subordinate revenue bonds or obligations, the Issuer, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Revenue Fund.

**Section 9.04. Refunding Bonds.** The Issuer shall have the right, without complying with the provisions of Section 9.02 hereof, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued, shall enjoy complete equality of pledge with

any of the Bonds which are not refunded, if any, upon the revenues of the Systems; provided, however, that if only a portion of the Bonds are refunded and if said Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then said Bonds may be refunded without complying with the provisions of Section 9.02 hereof only by and with the written consent of the Registered Owners of a majority in principal amount of the Bonds not refunded.

## ARTICLE X

### DEFAULT AND REMEDIES

**Section 10.01. Events of Default.** The following constitute “Events of Default” under this Resolution:

(a) failure by the Issuer to pay any payment of principal of, premium, if any, and interest on the Bonds when due;

(b) failure by the Issuer to make any other payment required to be made hereunder, and such default shall continue for a period of 15 days;

(c) failure by the Issuer to observe and perform any other covenant, condition or agreement contained herein on its part to be observed or performed for a period of 30 days after written notice is given to the Issuer specifying such failure and requesting that it be remedied, provided that if the failure stated in such notice cannot be corrected within such 30-day period, no Event of Default shall exist if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the default is corrected, but in no event for longer than 90 days; or

(d) determination that any representation or warranty made by the Issuer herein was untrue in any material respect when made.

**Section 10.02. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 10.03. Limitation on Rights of Bondowners.** No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 10.04. Remedies Cumulative.** No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceeding taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the Issuer and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceeding had been brought or taken.

**Section 10.05. Default Rate.** Upon any Event of Default, the stated interest rate on each Bond shall automatically increase by 4.00% (400 basis points) per annum.

**Section 10.06. No Obligation To Levy Taxes.** Nothing contained in this Ordinance shall be construed as imposing on the Issuer any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

## ARTICLE XI

### DEFEASANCE

When any or all of the Bonds or the interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said

Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (a) the Issuer shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given, or the Issuer shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with Section 3.02(a) of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

**Section 12.01. Amendments.** The rights and duties of the Issuer and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by Ordinance of the Issuer with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay by way of principal of or interest on any Bond;
- (c) permit the creation of a lien on the revenues of the Systems prior or equal to the lien of the Bonds or Parity Bonds;
- (d) permit preference or priority of any Bonds over any other Bonds; or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by Ordinance duly adopted by the Council at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the Issuer may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity

therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

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

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

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

**Section 12.02. Notices, Consents and Other Instruments by Bondowners.** Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded.

Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

**Section 12.03. Further Authority.** The officers of the Issuer, including the Mayor and City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 12.04. Severability.** If any Section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 12.05. Repeal of Prior Ordinance.** The ordinance adopted by the City on February 18, 2025 with respect to the Project and the funding thereof is hereby repealed in its entirety.

**Section 12.06. Governing Law.** This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Nebraska.

**Section 12.07. Effective Date; Publication in Pamphlet Form.** This Ordinance shall take effect and be in full force from and after its passage by the Council and approval by the Mayor and upon its publication in pamphlet form as provided by law.

**PASSED AND APPROVED** April 7, 2025.

ATTEST:

\_\_\_\_\_  
Mayor

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

**EXHIBIT A TO ORDINANCE  
(FORM OF BONDS)**

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

UNITED STATES OF AMERICA  
STATE OF NEBRASKA

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

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

**THE CITY OF BEATRICE, NEBRASKA  
COMBINED UTILITIES REVENUE REFUNDING BOND  
SERIES 2025**

Interest Rate	Maturity Date	Dated Date	CUSIP Number
%	_____, 20__	_____, 20__	_____

**REGISTERED OWNER:** CEDE & CO.

**PRINCIPAL AMOUNT:** \_\_\_\_\_ DOLLARS

The City of Beatrice, Nebraska, a city of the second class and political subdivision of the State of Nebraska (the "Issuer"), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above on the maturity date shown above, and to pay interest thereon, but solely from the source and in the manner herein specified, at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months, from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for), payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year, beginning on \_\_\_\_\_, 20\_\_, until said principal amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity by check or draft or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the office of \_\_\_\_\_ in \_\_\_\_\_, Nebraska (the "Paying Agent"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner or in the case of an interest payment to any registered owner of \$100,000 or more in aggregate principal amount of Bonds, by electronic transfer to such registered owner upon written notice given to the Paying Agent by such registered owner not less than 15 days prior

to the Record Date for such interest, containing the electronic transfer instructions, including the bank (which shall be in the continental United States), ABA routing number and account number to which such Registered Owner wishes to have such transfer directed.

This Bond is one of a duly authorized series of bonds of the Issuer designated “Combined Utilities Revenue Bonds, Series 2025,” aggregating the principal amount of \$\_\_\_\_\_ (the “Bonds”) under the authority of and in full compliance with the Constitution and laws of the State of Nebraska, including particularly Sections 18–1803 through 18–1805, Reissue Revised Statutes of Nebraska, as amended, and pursuant to an ordinance duly adopted by the governing body of the Issuer (herein called the “Ordinance”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance. The Bonds are being issued by the Issuer for the purpose of paying the cost of the Project, [funding a deposit to the Debt Service Reserve Fund] and to pay certain costs of issuing the Bonds.

At the option of the Issuer, Bonds or portions thereof maturing on \_\_\_\_\_, 20\_\_, and thereafter may be called for redemption and payment prior to maturity on \_\_\_\_\_, 20\_\_, and thereafter in whole or in part at any time from the Stated Maturities selected by the Issuer (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at par plus accrued interest thereon to the redemption date.

[Term Bond Redemption]

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

The Bonds are special obligations of the Issuer payable solely from, and secured as to the payment of principal and interest by a pledge of, the revenues derived from the operation of the Systems. The Bonds shall not be or constitute a general obligation of the Issuer, nor shall they constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter provision, limitation or restriction. The taxing power of the Issuer is not pledged to the payment of the Bonds either as to principal or interest. Under the conditions set forth in the Ordinance, the Issuer has the right to issue parity bonds and other obligations payable from the same source and secured by the same revenues as the Bonds; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance. The Bonds are further secured by amounts on deposit in the Debt Service Reserve Fund, as established by the Ordinance.

The Issuer hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through

the Systems, as will produce revenues sufficient to pay the costs of operation and maintenance of the Systems, pay the principal of and interest on the Bonds as and when the same become due, and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the covenants and agreements made by the Issuer with respect to the collection, segregation and application of the revenues of the Systems, the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer with respect thereto, and the rights of the Registered Owners thereof.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denomination of \$5,000 or any whole multiple thereof.

The Bonds are “qualified tax-exempt obligations” described in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, the beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository, will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this

Bond shall be made in accordance with existing arrangements among the Issuer, the Paying Agent and the Securities Depository.

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

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the revenues of the Systems and for the application of the same as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Beatrice, Nebraska, has executed this Bond by causing it to be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of its City Clerk.

THE CITY OF BEATRICE, NEBRASKA

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

ATTEST:

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

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

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

\_\_\_\_\_, as Paying Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

**ASSIGNMENT**

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

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

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

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

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

Signature Guaranteed By:

\_\_\_\_\_  
Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 C.F.R. 240.17 Ad-15)

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

## EXHIBIT B TO ORDINANCE

### Post-Issuance Compliance Procedures

#### General

In connection with the issuance of the Bonds, the Issuer will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax-exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the Issuer at the time of issuance of the Bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the Issuer in the Tax Certificate related to specific issues of tax-exempt obligations. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the Issuer tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

#### Designation of Responsible Person

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

#### Post-Issuance Compliance Requirements

##### External Advisors/Documentation

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

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

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

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account, and the Issuer, pursuant to

the terms of the Ordinance, shall manage the investment of Bond proceeds. The Issuer shall prepare regular, periodic statements regarding the investments and transactions involving Bond proceeds.

#### Arbitrage Rebate and Yield

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

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

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

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

The Issuer shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;

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

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

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

#### Record Keeping Requirements

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

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of the Bonds, including any elections made by the Issuer in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;
- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all statements and reports, including arbitrage reports, prepared with respect to the Issuer’s bonds; and

- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including statements, in connection with any investment agreements, and copies of all bidding documents, if any.

## EXHIBIT C DISCLOSURE POLICIES AND PROCEDURES

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

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

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

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

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

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

### **Dissemination Agents**

The City and the City Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent

in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The City Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

### **Annual Financial Filings**

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

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

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

### **Listed Event Filings**

The City Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The City Representative will monitor the Obligations and the City's operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the City's outstanding Undertakings. After obtaining actual knowledge of such an event, the City Representative will promptly contact the City's bond counsel and the Dissemination Agent, if any, to determine whether the City must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the City must file such notice, the City

Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the City's bond counsel may otherwise direct.

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

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

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

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

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

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

### **Training**

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

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

In connection with a new issue of Obligations, the City Representative, together with such City officials as the City Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the City shall deem the information concerning the City in such offering document as accurate and

complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The City shall confirm prior to the final pricing of the Obligations that the information concerning the City in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.



# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

**TO:** Mayor & City Council

**DATE SUBMITTED:** March 19, 2025

**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** April 7, 2025

**SUBJECT:** Sale of Real Estate – Stoddard South Parcel

**EXHIBIT(S):** Contract

The City has received an offer from Hoppe & Son, LLC to purchase the remainder of the Stoddard Elementary School Site for \$1.00.



**ORDINANCE NUMBER 25-\_\_\_\_\_**

An ordinance to convey real estate owned by the City of Beatrice, Nebraska; to provide for the terms of the sale thereof; to repeal conflicting ordinances; and to provide for publication in pamphlet form and for an effective date of this ordinance.

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

**SECTION 1.** That the real estate, more completely described as follows:

All of Lots 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, and 150, and the vacated alley lying between lots 145, 146, 147, 148, 149, and 150 on the West, and Lots 139, 140, 141, 142, 143, and 144 on the East, all in South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska,

is hereby ordered conveyed to Hoppe & Son, LLC, a Nebraska limited liability company, herein "Purchaser," and the Mayor and City Clerk are hereby authorized and directed to execute a Deed to said Purchaser after passage, approval, and publication of this ordinance for three (3) consecutive weeks in a legal newspaper published in or of general circulation in such city immediately after the passage and publication of such ordinance, and deliver said deed to the Purchaser upon the passage of thirty-one (31) calendar days from the date of the passage and approval of this ordinance.

**SECTION 2.** That said property is hereby sold to said Purchaser in consideration of One Dollar (\$1.00) and the City will receive cash or cashier's check for said real estate prior to the delivery of the Deed to Purchaser. Purchaser shall pay the cost of title insurance.

**SECTION 3.** That all ordinances or parts of ordinance in conflict herewith are hereby repealed.

**SECTION 4.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 7<sup>th</sup> day of April, 2025.

Attest:

---

Erin Saathoff, CMC, City Clerk

---

Robert Morgan, Mayor



STAKE  
YOUR  
CLAIM

# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: March 27, 2025

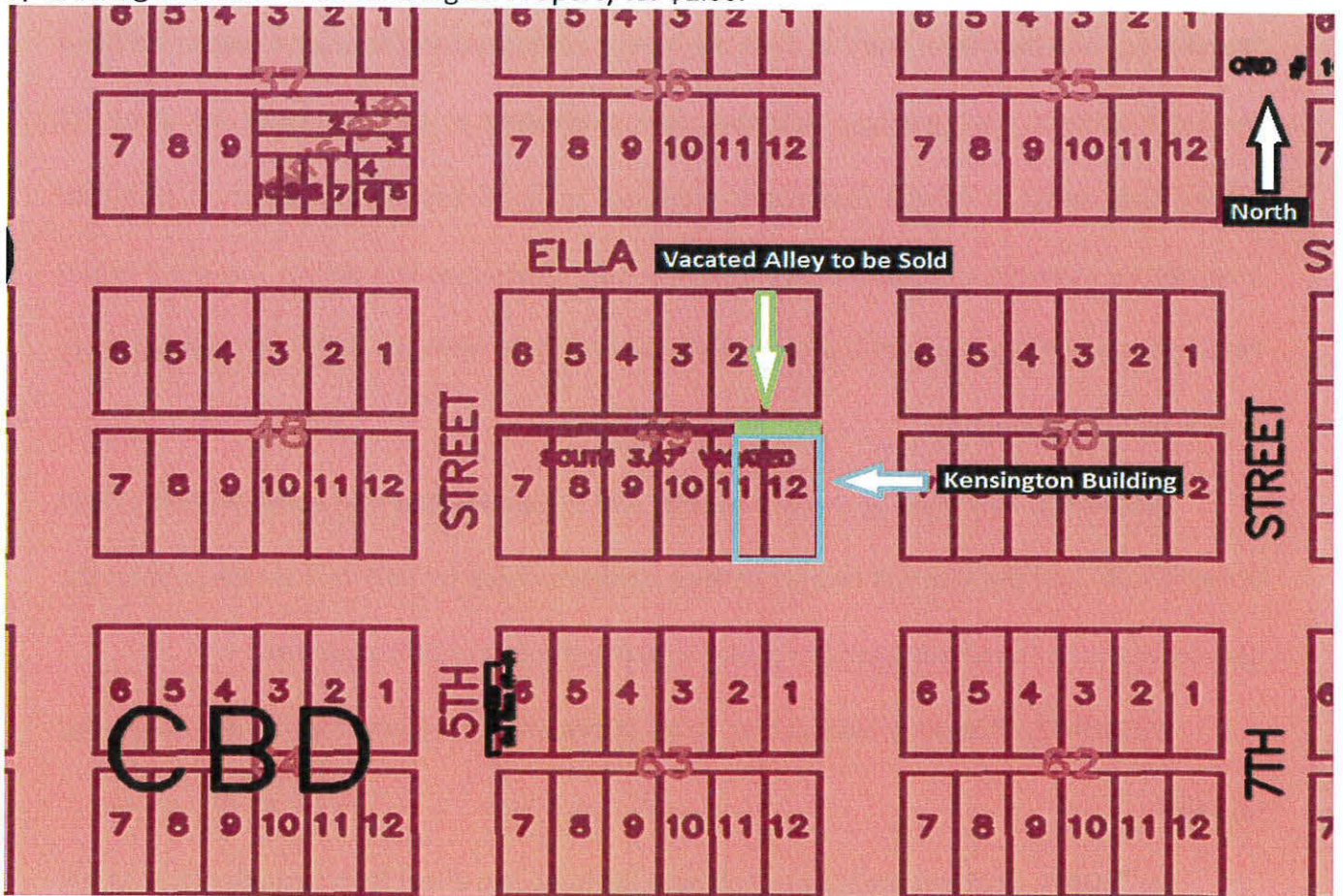
FROM: Taylor Rivera  
City Attorney

FOR AGENDA OF: April 7, 2025

SUBJECT: Sale of Real Estate – Vacated Alley

EXHIBIT(S): Contract

The City has received an offer from Hoppe & Son, LLC to purchase the vacated south 3 feet 8 inches of alley abutting the north of the Kensington Property for \$1.00.



**ORDINANCE NUMBER 25-\_\_\_\_\_**

An ordinance to convey real estate owned by the City of Beatrice, Nebraska; to provide for the terms of the sale thereof; to repeal conflicting ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

**SECTION 1.** That the real estate, more completely described as follows:

The South 3 feet 8 inches of the vacated alley abutting the East Half of Lot Eleven (11), and all of Lot Twelve (12), Block Forty-Nine (49), Original Town, now City of Beatrice, Gage County, Nebraska,

is hereby ordered conveyed to Hoppe & Son, LLC, a Nebraska limited liability company, herein "Purchaser," and the Mayor and City Clerk are hereby authorized and directed to execute a Deed to said Purchaser after passage, approval, and publication of this ordinance for three (3) consecutive weeks in a legal newspaper published in or of general circulation in such city immediately after the passage and publication of such ordinance, and deliver said deed to the Purchaser upon the passage of thirty-one (31) calendar days from the date of the passage and approval of this ordinance.

**SECTION 2.** That said property is hereby sold to said Purchaser in consideration of One Dollar (\$1.00) and the City will receive cash or cashier's check for said real estate prior to the delivery of the Deed to Purchaser. Purchaser shall pay the cost of title insurance.

**SECTION 3.** That all ordinances or parts of ordinance in conflict herewith are hereby repealed.

**SECTION 4.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

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

**WHEREAS**, the City of Beatrice has received an offer to buy certain real estate in said City from Hoppe & Son, LLC, a Nebraska limited liability company (“Purchaser”); and

**WHEREAS**, as consideration for the sale of said real estate, Purchaser has agreed to pay the City of Beatrice the amount of One Dollar (\$1.00); and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to enter into a Contract for Sale of Real Estate with Purchaser.

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

**SECTION 1.** That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Sale of Real Estate and all necessary documents to transfer the following described real estate, pursuant to the terms, conditions, and contingencies contained in the Contract for Sale of Real Estate, to Hoppe & Son, LLC:

All of Lots 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, and 150, and the vacated alley lying between lots 145, 146, 147, 148, 149, and 150 on the West, and Lots 139, 140, 141, 142, 143, and 144 on the East, all in South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska,

A copy of said Contract for Sale of Real Estate, marked as Exhibit “A”, is attached hereto and incorporated herein by this reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

Exhibit "A"

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Beatrice, Nebraska, a Nebraska municipal corporation, hereinafter referred to as "Seller", and Hoppe & Son, LLC, a Nebraska limited liability company, hereinafter referred to as "Buyer";

WITNESSETH:

**WHEREAS**, Seller is the owner of the real estate hereinafter described, which real estate Buyer desires to purchase, and the parties have reached an agreement with respect to the terms and conditions of the sale of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. LEGAL DESCRIPTION:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

All of Lots 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, and 150, and the vacated alley lying between lots 145, 146, 147, 148, 149, and 150 on the West, and Lots 139, 140, 141, 142, 143, and 144 on the East, all in South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska,

subject to easements and restrictions of record, herein "the Premises".

**2. PURCHASE PRICE:** The purchase price shall be One Dollar (\$1.00) payable as follows:

\$1.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

**3. TERMINATION OF LEASE:** Upon closing, the Lease Agreement between the Buyer and Seller, dated March 3, 2025, and approved City of Beatrice Resolution Number 7510, shall automatically terminate and Buyer shall assume all rights in property and released on any duties under said Lease Agreement.

**4. IMPROVEMENTS:** This Premises contains a concrete basketball court, a chain link back stop, a parking lot, and a fence all of which shall be considered part of the real estate and shall be sold to the Buyer.

**5. RISK OF LOSS:** Seller shall bear all risks including but not limited to liability on said property until the time of closing.

6. **TAXES AND ASSESSMENTS:** Seller is exempt from paying real estate taxes. Real estate taxes for 2025 and all future years shall be paid by Buyer

7. **POSSESSION:** Buyer shall be entitled to full possession at the time of Closing.

8. **MARKETABLE TITLE:** Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record. Seller shall furnish unto Buyer a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Seller, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Seller at or prior to closing. Seller and Buyer shall split the cost of title insurance.

9. **CONTINGENCIES:** The sale is contingent upon Buyer receiving approval of a nine percent (9%) low-income housing tax credit ("LIHTC") financing from the Nebraska Investment Authority ("NIFA") in the amount of Four Hundred Thousand Dollars (\$400,000.00). If Buyer does not receive an award from NIFA by August 31, 2025 or, after Buyer receives approval from NIFA of the LIHTC award, Buyer determines that the terms and conditions are not suitable for purposes of the Buyer's intended use of the Premises, then Buyer shall have the right to terminate this Agreement by providing notice of termination to Seller. Buyer shall have until December 31, 2025 to determine the suitability for the intended use of the Premises and for conducting its due diligence process.

10. **EXCISE TAX/FILING FEES:** No documentary stamp tax shall be levied upon the filing of said Deed. Buyer shall pay all filing fees associated with the filing of the Warranty Deed.

11. **ESCROW:** The Seller will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Buyer.

12. **ESCROW AGENT:** Seller and Buyer hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:

(a) to receive and execute a copy of this agreement, the deed from the Seller to the Buyer, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.

(b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.

(c) to deliver the deed to the Buyer at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive all payments from Buyer to Seller under this agreement, and receive any funds required with the obligation of Seller herein.

(e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to collect a closing fee of \$0.00, which shall be paid by Buyer.

(g) to remit unto Seller all sums to Seller, after deducting any sums required to be paid as set forth herein.

**13. CLOSING:** The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 on or before 10:00 a.m. Central Standard Time ("CST") on December 31, 2025. At the time of closing, Seller shall deliver to Buyer the Warranty Deed and Real Estate Transfer Statement in exchange for the payment of the balance of the purchase price due from Buyer to Seller in the form of a Cashier's Check or Cash.

**14. WAIVER:** A waiver by the Seller of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

**15. DEFAULT:** Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Buyer shall fail to complete the payment of the purchase price as hereinabove set forth or fail to keep any of the other requirements to be kept by Buyer, then Seller may declare default.

**16. NOTICES:** Notices to Seller shall be given to Seller, c/o Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

Notice to Buyer shall be sent to Hoppe & Son, LLC, Attn: Jacob F. Hoppe, PO Box 6036, Lincoln, NE, 68506.

**17. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA):** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

**18. BINDING EFFECT:** This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

**19. MISCELLANEOUS:** The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

**20. INTEREST:** It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Buyer to Seller.

**21. WARRANTIES AND REPRESENTATIONS:** Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.

**22. SURVIVAL OF CONTRACT:** Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Seller.



STATE OF NEBRASKA        )  
  ) ss:  
COUNTY OF GAGE         )

The foregoing Contract for Sale of Real Estate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

\_\_\_\_\_  
Notary Public



# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

**TO:** Mayor & City Council

**DATE SUBMITTED:** March 27, 2025

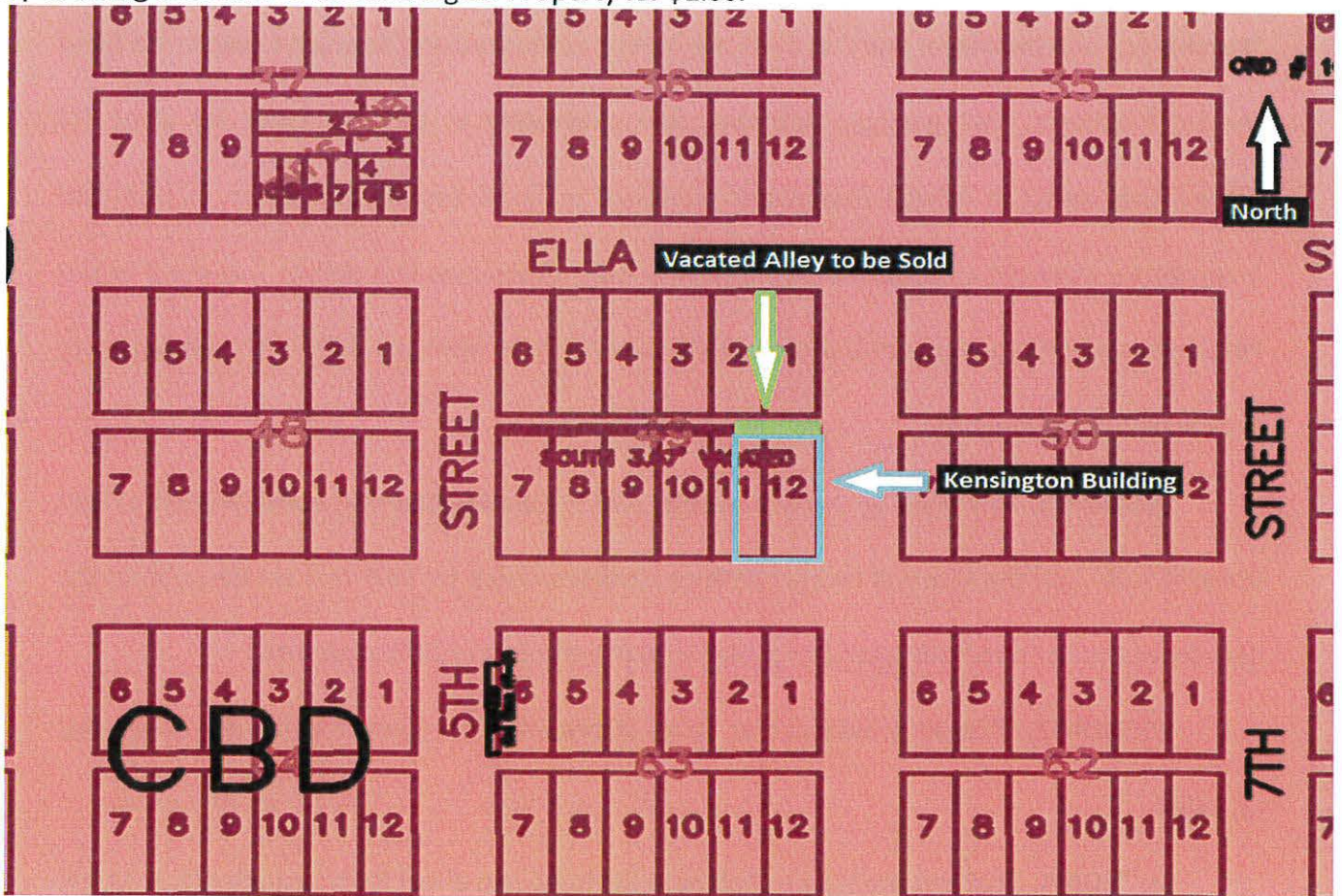
**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** April 7, 2025

**SUBJECT:** Sale of Real Estate – Vacated Alley

**EXHIBIT(S):** Contract

The City has received an offer from Hoppe & Son, LLC to purchase the vacated south 3 feet 8 inches of alley abutting the north of the Kensington Property for \$1.00.



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

**WHEREAS**, the City of Beatrice has received an offer to buy certain real estate in said City from Hoppe & Son, LLC, a Nebraska limited liability company (“Purchaser”); and

**WHEREAS**, as consideration for the sale of said real estate, Purchaser has agreed to pay the City of Beatrice the amount of One Dollar (\$1.00); and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to enter into a Contract for Sale of Real Estate with Purchaser.

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

**SECTION 1.** That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Sale of Real Estate and all necessary documents to transfer the following described real estate, pursuant to the terms, conditions, and contingencies contained in the Contract for Sale of Real Estate, to Hoppe & Son, LLC:

The South 3 feet 8 inches of the vacated alley abutting the East Half of Lot Eleven (11), and all of Lot Twelve (12), Block Forty-Nine (49), Original Town, now City of Beatrice, Gage County, Nebraska,

A copy of said Contract for Sale of Real Estate, marked as Exhibit “A”, is attached hereto and incorporated herein by this reference.

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

RESOLUTION PASSED AND ADOPTED this 7<sup>th</sup> day of April, 2025.

Attest:

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

\_\_\_\_\_  
Robert Morgan, Mayor

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Beatrice, Nebraska, a Nebraska municipal corporation, hereinafter referred to as "Seller", and Hoppe & Son, LLC, a Nebraska limited liability company, hereinafter referred to as "Buyer";

WITNESSETH:

**WHEREAS**, Seller is the owner of the real estate hereinafter described, which real estate Buyer desires to purchase, and the parties have reached an agreement with respect to the terms and conditions of the sale of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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The South 3 feet 8 inches of the vacated alley abutting the East Half of Lot Eleven (11), and all of Lot Twelve (12), Block Forty-Nine (49), Original Town, now City of Beatrice, Gage County, Nebraska,

subject to easements and restrictions of record, herein "the Premises".

**2. PURCHASE PRICE:** The purchase price shall be One Dollar (\$1.00) payable as follows:

\$1.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

**3. IMPROVEMENTS:** There are no improvements located on the Premises.

**4. EASEMENT:** Seller hereby reserves unto itself successors and assigns a general utility easement for the right to access across, construct, reconstruct, perpetually maintain and operate underground electric power, waterline, sanitary sewer line, storm sewer line, telephone, fiber, Gas and cable TV, together with the necessary underground conduits, pipes, and/or manholes, with the right to enter said Premises for the purpose of constructing, reconstructing, perpetually maintaining and operating said utilities under and across the Premises.

**5. RISK OF LOSS:** Seller shall bear all risks including but not limited to liability on said property until the time of closing.

6. **TAXES AND ASSESSMENTS:** Seller is exempt from paying real estate taxes. Real estate taxes for 2025 and all future years shall be paid by Buyer
7. **POSSESSION:** Buyer shall be entitled to full possession at the time of Closing.
8. **MARKETABLE TITLE:** Seller shall provide Buyer with a Quitclaim Deed subject only to easements and restrictions of record. Seller shall furnish unto Buyer a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Seller, subject only to easements and restrictions of record. Buyer shall pay the cost of title insurance.
9. **EXCISE TAX/FILING FEES:** No documentary stamp tax shall be levied upon the filing of said Deed. Buyer shall pay all filing fees associated with the filing of the Warranty Deed.
10. **ESCROW:** The Seller will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Buyer.
11. **ESCROW AGENT:** Seller and Buyer hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:
- (a) to receive and execute a copy of this agreement, the deed from the Seller to the Buyer, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.
  - (b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.
  - (c) to deliver the deed to the Buyer at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.
  - (d) to receive all payments from Buyer to Seller under this agreement, and receive any funds required with the obligation of Seller herein.
  - (e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.
  - (f) to collect a closing fee of \$0.00, which shall be paid by Buyer.
  - (g) to remit unto Seller all sums to Seller, after deducting any sums required to be paid as set forth herein.
12. **CLOSING:** The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 on or before 10:00 a.m. Central Standard Time ("CST") on May 8, 2025. At the time of closing, Seller shall deliver to Buyer the Warranty Deed and Real Estate Transfer Statement in exchange for the payment of the balance of the purchase price due from Buyer to Seller in the form of a Cashier's Check or Cash.

**13. WAIVER:** A waiver by the Seller of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

**14. DEFAULT:** Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Buyer shall fail to complete the payment of the purchase price as hereinabove set forth or fail to keep any of the other requirements to be kept by Buyer, then Seller may declare default.

**15. NOTICES:** Notices to Seller shall be given to Seller, c/o Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

Notice to Buyer shall be sent to Hoppe & Son, LLC, Attn: Jacob F. Hoppe, PO Box 6036, Lincoln, NE, 68506.

**16. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA):** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

**17. BINDING EFFECT:** This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

**18. MISCELLANEOUS:** The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

**19. INTEREST:** It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Buyer to Seller.

**20. WARRANTIES AND REPRESENTATIONS:** Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.


**21. SURVIVAL OF CONTRACT:** Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Seller.

**22. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

23. **ENTIRE AGREEMENT:** It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Sale of Real Estate.

HOPPE & SON, LLC, a Nebraska limited liability company, Buyer

  
\_\_\_\_\_  
Jacob F. Hoppe, Manager

Attest:

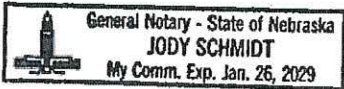
CITY OF BEATRICE, NEBRASKA  
A Nebraska Municipal Corporation, Seller

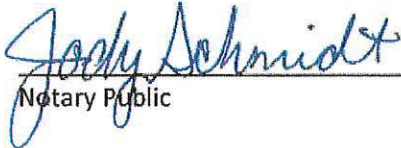
\_\_\_\_\_  
Erin Saathoff, City Clerk

\_\_\_\_\_  
Robert Morgan, Mayor

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF Lancaster    )

The foregoing Contract for Sale of Real Estate was acknowledged before me this 15<sup>th</sup> day of April, 2025, by Jacob F. Hoppe, signatory and Manager of Hoppe & Son, LLC, to be his voluntary act and deed on behalf of Hoppe & Son, LLC.



  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA        )  
  ) ss:  
COUNTY OF GAGE         )

The foregoing Contract for Sale of Real Estate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

\_\_\_\_\_  
Notary Public